

## **I. EXECUTIVE DIRECTOR**

### **A. Business Expenses**

#### **1. Travel**

- a. Authorized travel (mileage) will be paid at the Federal rate only if the association vehicle is not available.
- b. Authorized airfare will be paid at actual cost.
- c. Authorized expenses incurred when carrying out legislative activities and official committee and business meetings will be paid at actual cost. Such expenditures will not exceed the amount approved in the budget category.
- d. A car will be provided by SASD.
- e. All vehicle expenses will be put on the SASD credit card.
- f. A “payment in kind” amount, to be determined by the Executive Board, will be assessed for vehicle usage via payroll per IRS regulations. (\$400.00 / Month)

#### **2. Lodging**

- a. Authorized lodging expenses will be paid at actual cost. Note: SASD does not generally qualify for state rates.

#### **3. Meals**

- a. Authorized meals will be paid at the federal rate.
- b. Meals will not be reimbursed unless overnight travel occurs.

### **B. Leave Provisions**

1. **Vacation** –22 working days vacation leave per year are provided at times mutually agreeable to the President and the Executive Director. Vacation is accrued on a per month basis for the first year of employment. Provision is made for carryover of up to 5 days for a total accumulation of 25 vacation days.
2. **Sick Leave** – 12 working days sick leave per year with carryover of up to 50 days for a total accumulation of 62 working days is provided. Sick leave may be used for personal illness and illness in the immediate family as defined by state regulations. Sick Leave is accrued on a per month basis for the first year of employment.
3. **Emergency Sick Leave**- Emergency sick leave may be granted by permission of the President of SASD for a maximum amount of 10 days within a contractual year. Emergency sick leave may be used for extreme cases of medical need for the employee only. It cannot be used for a family member’s sick leave. A physician’s note is required, and a second opinion may be requested at the discretion of the President of SASD. Emergency sick leave is not subject to

compensation in the severance package. All other leave must be exhausted before Emergency Sick leave can be granted.

4. **Funeral/Bereavement** – A maximum of 5 working days leave per year may be granted for funerals and bereavement for the immediate family and for close personal friends in addition to sick leave provisions. The definition of close personal friend will be determined by the President.
5. **Holidays** - The fifteen holidays are: Fourth of July, Labor Day, Native American Day, Veteran’s Day, Thanksgiving Day and Thanksgiving Friday, Christmas Eve Day and Christmas Day, New Year’s Eve Day and New Year’s Day, Martin Luther King Day, President’s Day, Good Friday and Easter Monday and Memorial Day.
6. The SASD office will be officially closed for the days between the Christmas and New Year holidays.
7. All leave will be reported to and approved by the SASD President.

C. **Personal Retirement**

1. Executive Director participates in the South Dakota Retirement System.

D. **Evaluation and Reemployment**

1. The Executive Director will be formally evaluated by the Executive Board, using an approved evaluation instrument, at least annually prior to contract renewal. A new Executive Director will be evaluated at least twice during the first year.
2. The Executive Director will provide self-evaluation information and a contract request to the President and will clarify any information needed by the Executive Board during contract considerations.
3. A contract decision will be shared with the Executive Director in the spring (March/April) prior to the contract year under consideration.

E. **Physical and Mental Ability**

1. Employment with SASD is conditioned upon the employee’s physical and mental ability to perform the duties and responsibilities. The employee agrees to submit to any examination by a physician selected and paid by the School Administrators of South Dakota at any time requested by the

Association in order to verify the employee's ability to meet the conditions of employment.

## **II. STAFF POSITIONS**

### **A. Reimbursement of Expenses**

#### **1. Travel**

- a. In-town routine travel for business purposes (post office, printing, supplies, etc.) will be reimbursed via a monthly stipend, which will be determined by the Executive Board. (\$50.00 / Month)
- b. Reimbursement may be authorized by the Executive Director for mileage, lodging and meals at Federal Rate as necessary for office business (i.e. Leadership Conference and Joint Convention).

### **B. Leave Provisions**

#### **1. Vacation**

- a. Full-time – 10 working days\* vacation leave per year are provided at a time mutually agreeable to the Staff and the Executive Director. Vacation is accrued on a per month basis for the first year of employment. Vacation days increase to 14 days in the third consecutive year of employment, and one day per year thereafter will be accumulated up to a maximum of 20 days. Provision is made for carryover of up to 5 days for a total accumulation of 25 days.
- b. Part-time - 10 working days\* vacation leave per year are provided at a time mutually agreeable to the Staff and the Executive Director. Vacation days will accumulate on a per month basis the first year of employment. Provision is made for carryover of up to 5 days for a total accumulation of 15 days.

#### **2. Sick Leave**

- a. Full-time - 12 working days sick leave per year with carryover of up to 50 days for a total accumulation of 62 working days is provided. Sick leave may be used for personal illness and illness in the immediate family as defined by state regulations. Sick Leave is accrued on a per month basis for the first year of employment.

- b. Part-time – 12 working days sick leave per year with carryover of up to 50 days for a total accumulation of 62 days is provided. Sick leave may be used for personal illness and illness in the immediate family as defined by state regulations. Sick leave is accrued on a per month basis for the first year of employment.
3. **Funerals/Bereavement** – A maximum of 5 working days leave per year may be granted for funerals and bereavement for the immediate family and for close personal friends in addition to sick leave provisions. The state definition of immediate family will be used. The definition of close personal friend will be made by the Executive Director.
4. **Emergency Sick Leave** –Emergency sick leave may be granted by permission of the President of SASD for a maximum amount of 10 days within a contractual year. Emergency sick leave may be used for extreme cases of medical need for the employee only. It cannot be used for a family member’s sick leave. A physician’s note is required, and a second opinion may be requested at the discretion of the President of SASD. Emergency sick leave is not subject to compensation in the severance package. All other leave must be exhausted before Emergency Sick Leave can be granted.
5. **Holidays** - The fifteen holidays are: Fourth of July, Labor Day, Native American Day, Veterans’ Day, Thanksgiving Day and Thanksgiving Friday, Christmas Eve Day and Christmas Day, New Year’s Eve Day and New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Easter Monday and Memorial Day.
6. The SASD office will be officially closed for the days between the Christmas and New Year holidays.

\*The term “working day” shall be considered as the employee’s regularly scheduled hours.

C. **Personal Retirement**

1. Staff participates in the South Dakota Retirement System.

D. **Evaluation**

1. Staff will be evaluated annually by the Executive Director.

E. **Physical and Mental Ability**

1. Employment with SASD is conditioned upon the employee’s physical and mental ability to perform the duties and

responsibilities. The employee agrees to submit to any examination by a physician selected and paid by the School Administrators of South Dakota at any time requested by the Association in order to verify the employee's ability to meet the conditions of employment.

**F. Resignation/Termination**

1. After seven years of employment, upon resignation, the employee will be compensated for 1/3 of all unused sick leave and all unused vacation time.

**III. MEMBERSHIP IN ORGANIZATIONS & ASSOCIATIONS**

- A. Membership will be provided by SASD for the Executive Director to join the Association for Executive Directors (ASE).
- B. Membership will be provided by SASD for the Executive Director to join the state and national association for each SASD Parent Group and other approved professional organizations.
- C. The Executive Director will send sympathy or congratulatory flowers/memorials for state officials, legislators, and leaders of organizations with approval of the SASD President. These expenditures will be reported in the monthly financial report.

**IV. SASD PRESIDENT – REIMBURSEMENT FOR EXPENSES**

- A. Expenses, including mileage or airfare, meals, lodging and registration fee will be paid for the SASD President to attend a national education convention. SASD will also pay expenses incurred by the President while in attendance at the Leadership Conference and Joint Convention held at the end of their presidential term.

**V. FISCAL MANAGEMENT**

**A. Office Procedures**

1. Checks will be co-signed by the Executive Director and a member as authorized by the Executive Board. In the event that the Executive Director is unavailable, checks will be signed by

an alternate designated by the Executive Board. The authorized co-signer will receive an annual stipend for duties rendered. (\$100.00 stipend annually)

2. Vouchers and attached invoices will be signed by the claimant and approved by the authorized co-signers.
3. Early Bird Membership dollars for the upcoming fiscal year will not be used to meet cash flow needs without specific action by the Executive Board.
4. Monthly expenditures will be reviewed and approved by either the President or Vice-President and the Executive Director.
5. Monthly financial reports of receipts, expenditures (with a check by check listing), and fund balances will be reviewed and accepted by Executive Board action at regular Board meetings.
6. An annual SASD audit of all financial transactions will be conducted by an Audit Committee, comprised of members of SDASBO, between July and August following the end of the fiscal year. The Audit Report will be presented at the August Executive Board Meeting.
7. The Executive Director and Staff will be bonded to cover the amount of the normal monthly cash flow.
8. Time sheets for hourly employees will be kept in accordance with each pay period. Time sheets will provide a record of any authorized overtime.
9. Payroll will be distributed on the 15<sup>th</sup> and the last day of each month.
10. The SASD office will keep a petty cash book. Money will be receipted in and out and will be reconciled at the end of each month. If the balance at the end of the month totals more than fifty dollars, the excess amount will be deposited in the SASD account under miscellaneous income. The use of petty cash for minor purchases is allowable as authorized by the Executive Director. Such expenditures will not exceed the amount approved in that budget category. (Expense vouchers will accompany expenditure list.)

**B. Investment of SASD Funds**

1. The SASD checking account will be an interest earning account as long as the required guaranteed monthly balance can be maintained. Funds from savings or other investment will be transferred to the checking account in order to maintain the required balance and to meet projected monthly expenditures.
2. An SASD savings account will include the investment of other funds not immediately needed to meet cash flow and the required monthly checking balance.

3. SASD expenditures will be paid from receipts for the current year and will not include deficit spending of membership funds for the upcoming year without specific action by the Executive Board.

## **VI. Retiree Member on the Executive Board**

1. The Retiree Member will be selected by the Executive Board at the Spring Board Meeting from a list of interested retirees gathered by the Executive Director.
2. The term of the Retiree will be for two years. The term will begin at the August meeting during the Joint Convention and end at the April meeting (or spring meeting) prior to the August meeting.
3. The Retiree must be a current Retired Member of SASD and a current member of AARP (as long as they are sponsoring).
4. The Retiree Member is not a voting member of the Executive Board nor are they compensated financially for serving on the board.
5. SASD will cover the travel costs for the retiree member at Federal rates. SASD will also cover registration, 2 nights lodging, and meals for the retiree member to attend the ASBSD / SASD Joint Convention.

## **VII. SEXUAL HARASSMENT POLICY**

It is SASD's policy that sexual harassment is illegal, unacceptable and shall not be tolerated; that no employee or employee of the Association may sexually harass another. Any employee will be subject to disciplinary action including possible termination or expulsion for violation of this policy.

### **Definition**

Any unwelcome sexual advances, solicitation or sexual activity by promise of rewards, coercion of sexual activity by threat of punishment, verbal sexist remarks, or physical sexual assaults constitute sexual harassment. This conduct has the effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile, or offensive employment environment regardless of intent.

### **Responsibility**

Association officers and employees are responsible for maintaining a working environment free from sexual harassment. Activities will be provided by the Association to explain the policy and laws. Careful scrutiny will be undertaken of all allegations of sexual harassment. False allegations that are malicious or ill founded may constitute libel or slander. Copies of the policy will be available.

### **Complaints**

Any employee who believes that he or she has been a subject of sexual harassment by an association employee or officer will be expected to report this incident immediately to his or her immediate supervisor. If the immediate supervisor is involved in the activity, the violation should be reported to the supervisor's immediate supervisor. All reported incidents will be thoroughly investigated and subject to disciplinary action. Confidentiality consistent with due process will be maintained.

An employee may file a written complaint because of dissatisfaction with the handling of the complaint.

## VIII. PRODUCT / SERVICE ENDORSEMENT – SASD GUIDELINES

School Administrators of South Dakota shall endorse commercial products/services when such endorsements are deemed to be in the best interest of SASD members, the association or public education.

The decision to endorse a specific product/service will be made by the SASD Board of Directors upon recommendation of the SASD Executive Director and the SASD President. There shall be no “exclusive endorsements”.

The following criteria and information will be considered during the product/service endorsement:

- Individual member need/use for the product/service
- Availability of the product/service to SASD members and/or school districts
- The economic benefit to individual members and/or school districts
- Economic benefit to the SASD Association
- Prior service and commitment to SASD parent groups
- Image/reputation of the company, its representatives and the profession

The SASD Board of Directors will annually review all existing endorsements of product/services. When an endorsement which results in remuneration to the Association is granted, the Board of Directors shall specify the purpose/use for all proceeds in its motion to grant the endorsement. When no specific purpose is identified, the proceeds will be incorporated into the general operating budget.

## **IX. CONFLICT OF INTEREST**

No board member or staff member of the School Administrators of South Dakota (SASD) will use their position for personal or financial advantage.

No board member or staff member shall have any direct pecuniary interest in a SASD contract that violates the conflicts of interest laws as set forth in SDCL Chapter 3-23 (Conflicts of Interest).

Every board member or staff members shall follow the conflicts of interest laws as set forth in SDCL Chapter 3-23 (Conflicts of Interest).

Each board member shall decide if any potential conflict of interest requires disqualification from participation in board discussion or action. No board member may participate in discussion or vote on any issue in which the member has a conflict of interest if the following circumstances apply:

1. The board member has a direct pecuniary interest in the matter before the board; or
2. At least two-thirds of the board votes that a board member has an identifiable conflict of interest that should prohibit the member from voting on a specific matter.

Each board member and staff member shall annually sign an acknowledgement of a conflict of interest policy, and update it.

## **Immediate Family**

- Generally, South Dakota law allows up to 12 weeks unpaid leave for immediate family as defined by FMLA. However, for personal leave, the state's definition of immediate family is as follows: A spouse, child (biological, adoptive, step, foster and a child under the age of 18 for which the employee has been appointed guardian), parent, sibling, parent and child in law, grandparent, and grandchild.
- A spouse is a husband or wife as recognized under South Dakota law.
- Because South Dakota has a broader definition of immediate family, state employees may use both state law and the FMLA to obtain greater benefits than those provided by each law by itself.