

# **NEGOTIATED AGREEMENT**

Parkston School District #33-3

Board of Education

and

Parkston Education Association

2012-13

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## **Negotiated Agreement**

The purpose of this document is to present items relative to the terms of employment between the teaching staff and the Board of Education in the Parkston School District for the current contract year. Included are rates of pay, wages, hours of employment or other conditions of employment as they relate to members of the bargaining unit represented by the Parkston Education Association.

## **Personnel Records**

Each teacher shall have the right, upon written request, to review the contents of his/her own personnel file in the presence of a witness, except that all confidential materials supplied by the outside agencies concerning an original employment may be removed from the file and shall not be subject to review by the teacher. The teacher may request a third party to accompany him/her in such review.

## **Assignment, Reassignment and Transfer**

Instructional personnel will normally be assigned initially by the Superintendent or principal to positions for which their preparation, certification, experience, and aptitude fit them. They may not be assigned, except temporarily, outside the scope of their teaching certificates or their major or minor fields of study.

### **Reassignment and Transfer**

Any vacancy which occurs in the school district shall be posted by e-mail throughout the school district's system.

The Board reserves the right to reassign and transfer personnel to other positions for the betterment of the school system when conditions such as the following exist:

1. Increases or decreases of enrollment in various grades and classes
2. Opening of new buildings or closing of old ones
3. Changes in organization of the school system
4. Addition or elimination of an educational service
5. Vacancies created by promotions, leaves of absences, death, retirement resignation and the like

The Board will receive and act upon recommendations for personnel reassignment and transfer in the light of each individual's qualifications for the position, including certification and length of service in the school system.

Whether or not a person is qualified for a proposed position will depend upon:

1. His/her potential for contributing to the program needs of the school or department
2. His/her potential for contributing to the co-curricular activities of a school
3. His/her success in previous assignments
4. Length of time since his/her last transfer
5. His/her certification for the position

### **Involuntary Transfers**

The Board may make all transfers of personnel which it deems necessary.

1. Written notice of transfer is given to the person or persons affected
2. Reasons for transfer are given in writing if requested by the person or persons involved
3. Opportunity to meet with the Superintendent or his/her representative is given to discuss the transfer

Decisions of the Board on transfers and the necessity therefore are final and not subject to the grievance procedure.

## **Duties of Teachers**

Recognizing that the professional tasks of teachers involves considerably more time and effort than that devoted to actual class instruction and recognizing that all instructional personnel must work together and are the key to a successful educational experience for all students, the following partial list of regulations regarding specific duties of teachers will be adhered to:

1. All teachers will be on duty by 8:05 A.M. and in their assigned room. (with the exception of Item #5)
2. All teachers will supervise hallways during the passing of classes
3. Other supervisory duties will be assigned by the building principals i.e. study halls, supervision at assemblies, bus duty, etc.
4. All teachers will be expected to supervise students leaving the buildings and will be in their assigned rooms until 3:35 P.M. to confer with students. (Teachers with co-curricular duties at certain times of the school term will be exempt from this regulation so that they might supervise their assigned activity)
5. So that all staff may attend building staff -meetings, these meetings will be called by the principal at 7:50 A.M. or as needed.
6. Regarding attendance-high school teachers will not allow students into their class (after an absence) unless the students has an admit slip from the principal.
7. All teachers in the system are responsible for discipline and maintenance of order. This is not limited just to students in your particular class, room, or grade level.
8. All instructors will normally have a preparation period during the day. This period should be used for preparation.
9. Lounges are provided for coffee, lunch, or pop breaks. Classrooms are not appropriate for this purpose.
10. Personal business will be taken care of during off duty hours.

### **Probation and Evaluation**

The Board recognizes that the teaching process is an extremely complex one, and that the appraisal of this process is a difficult and technical function. But, because it is universally accepted that good teaching is the most important element in a sound educational program, teacher appraisal must be done.

Appraisal of teaching services should serve three purposes:

1. To aid the individual teacher to grow professionally
2. To raise the standards of the teaching profession as a whole
3. To raise the quality of instruction and educational services to the children of our community.

Therefore, the Board delegates to the professional staff the responsibilities of developing, organizing and implementing a system-wide program for evaluating the instructional process as one means to ensure quality control of instruction. The Board shall adopt the evaluation instrument on the recommendation of the Superintendent.

**Objectives:**

The evaluation program strives to accomplish the following objectives:

1. Establish cooperative work and communicative relationships between evaluated teachers and evaluator.
2. Specify the performance expectations of the evaluated teacher.
3. Establish both short and long term work goals.
4. Establish priority for the mutually agreed upon goals of performance.
5. Assess results of job performance by means of self-appraisal by the evaluated teacher and evaluation by the evaluator.
6. Establish appropriate follow-up actions needed for further improvement.
7. Establish and maintain records of monitoring and evaluation visitations, follow-up conferences and other evaluated teacher-evaluator contracts.

## Evaluation of Professional Staff

1. The purpose of the evaluations is to improve the quality of education for the students of the district.
2. Evaluations are to be used by the administration and teachers to improve the quality of instruction and may be used in the determination of advancement, promotion, transfers, assignments and future employment.
3. An evaluation or classroom observation will be conducted with the non-tenured teachers at least twice each school year, one each semester, for a minimum of 30 minutes each time. After each observation, a formal written evaluation will be prepared and reviewed with the teacher within five school days.
4. An evaluation or classroom observation will be conducted with the tenured teachers at least once each year prior to April 1 for a minimum of 30 minutes each time. After the observation, a formal written evaluation will be prepared and reviewed with the teacher within five school days. All evaluative practices and decisions will be conducted in a professional manner, conducted uniformly throughout the school building and consistent with professional standards and ethical practices.
5. Informal observations when needed, which may vary in length, may also be utilized and will also be included in the final evaluation. Within 3 days of the informal observation, the teacher will be given a copy of the observation report and the teacher may respond to the report in writing.
6. The classroom observation/evaluation can be related to a variety of types of classroom situation, including large group or small group.
7. It is understood that the form to be used in the observation is the **TEACHER OBSERVATION RECORD**. Both the principal and the teacher will sign the **TEACHER OBSERVATION RECORD**. The teacher shall view, discuss, and sign the final evaluation form. Signing does not imply agreement by the teacher to the evaluation but merely indicates that those items discussed.
8. Upon request, teachers will be allowed to retain their written evaluation for 5 school days before signing and returning to the administrator.
9. Notwithstanding provisions contained in this policy, alternative types of evaluation (e.g., self-evaluation,) with teacher-administrator consent may be utilized. The final evaluation will be a compilation of the informal and formal evaluations.
10. Each teacher shall have the right to review his/her own personal file. If exception is taken by the teacher to any statement in his/her personnel file, he/she shall have the opportunity to prepare a demurral statement. This demurral statement shall be signed by the teacher. The administrator shall review and attach the demurral statement to the appropriate file copy and inform the evaluator or other responsible person of such action.



## **NON-REEMPLOYMENT: CERTIFIED PERSONNEL**

### **A. Temporary Disengagement:**

In the event of a "Crisis" situation, the employee will be temporarily disengaged with pay from his/her responsibilities and requested to await further notices from the administration office. This action only simplifies the situation so as to maintain a proper environment for learning and in no way imputes contributory involvement to the employee. He/she may be reinstated to his/her responsibilities when advisable, or be notified of suspension when investigation so indicates.

### **B. Suspension:**

Where contributory involvement is ascertainable, by the Board of Education Superintendent, or his/her designee, the employee should be suspended without pay, pending an executive session hearing before the Board and a decision regarding further employment. The employee shall have full opportunity for defense against charges and to face any person who has made allegations. If any counsel is to be present, both the employee and the Board should be represented for advice concerning legal rights and possible legal outcomes. If the final decision is not against the employee, he/she shall suffer no loss of pay for the period of suspension. In the event of civil or criminal litigation the welfare of the boys and girls shall be the only criterion on which continued employment is based.

### **C. Dismissal:**

Dismissal of Teachers:

The School Board may dismiss any teacher at any time based on the provisions of state statute. The Board will take this step only on advice of legal counsel and on the basis of affirmative evidence which would support such action by the board in case of litigation.

## **Professional Growth**

The School Board encourages faculty members to participate in their professional organizations, to attend professional meeting, summer schools, and make educational trips as finance will allow.

Employees of the district may participate in professional visitations, workshops, or programs that may enhance their educational background or programs that would be an over-all benefit to the District's educational program. This is to be granted upon approval and recommendation of the principal and superintendent. Those days to be counted as professional leave days.

Professional leave may be used by an employee, upon approval by the principal and/or superintendent, to act as a judge or official for a local, district, regional, state or national event and reported to the Board.

## **Separation**

Teachers who for any reason intend to resign or who intend to retire are encouraged to indicate their plans to the superintendent of schools as early a date in the school year as possible. Resignations become effective at the end of the school year in which they are submitted. Resignations to become effective earlier than at the end of the school year require a release by the Board and must be considered on an individual basis. Resignations are to be submitted to the superintendent.

Procedures for the dismissal or certificated employees are governed by law, and all actions of the Board, as well as the rights and privileges of employees, are clearly identified in the statutes.

It is understood that any resignation accepted by the Board of District #33-3 or their representative provides that the resigned waives any and all rights under the continuing contract law of South Dakota.

## **Staff Reduction**

Whenever the judgment of the board determines it is advisable to reduce the number of teachers in the district, the following procedure will be utilized:

1. The board will communicate the situation confronting the district so as to allow the staff a reasonable opportunity, not to exceed 8 days from the date of communication, to present possible alternatives such as early retirement, normal attrition, part time contract, substitute teaching, and/or other alternatives which could accomplish the same goals. It shall be understood that the board shall not be bound by the staff recommendations.
2. Positions held by persons not fully certified for their current teaching assignment will be open if the position is needed and will be available for a continuing contract teacher who is fully certified for the position and has been notified that their position has been eliminated.

3. If a position of a teacher is terminated due to staff reduction, the Board will determine which teacher or teachers are to be released using the following criteria, as applicable. This criterion is not necessarily in order of importance.
  - a. Student Needs
  - b. Financial Condition of the district
  - c. Certification
  - d. Qualifications
  - e. Longevity
  - f. Federal mandates
  - g. Recommendations of the administration
  - h. Evaluation
  - i. Educational Background
  
4. In making staff reductions involving professional staff members on continuing contract status, the Board will follow the provisions of state law.

### **Recall**

For the purpose of this policy, notification of layoff by reduction in force will be pursuant to state law. The effective date of the layoff by reduction in force shall be June 30.

If a vacancy, in the position for which the laid off teacher(s) qualifies, occurs during the first or second fiscal year subsequent to the layoff, re-employment shall be extended to the teacher(s) in reverse order of lay off. If more than one staff member has the same recall date and is qualified for the open position, the board, in the selection process, may consider among other things recommendation of administrative staff, qualifications, years of service, and educational background.

A recalled teacher shall retain: 1) his/her position on the salary schedule not to include the time spent on lay off 2) previously accumulated sick leave benefits.

Notice of recall shall be sent by certified mail to the address furnished by the staff member to the Superintendent. Time period of notice of recall sent shall commence on the day the noticed is mailed.

Recall privileges cease when a staff member resigns.

Recall privileges cease, if upon recall notice, the staff member fails to respond within twenty calendar days of the date of the mailing of the notice.

Recall privileges will not apply to teachers under contract with another school district unless the recall is for a position for the school year immediately following the layoff year.

## **Substitute Teachers**

Instructors in the school system will be paid at the rate of \$9.00 per 45-minute block when substituting during their preparation period. Instructors have the right to refuse an assignment to substitute during their preparation period.

If necessary in an emergency situation, according to the building principal, an aide needs to substitute for an instructor, the aide shall be paid the difference between the aide's hourly wage and \$8.50 per 45-minute block. (need to remove since Teachers do not have bargaining rights for aids)

### **Non-Contracted Hours**

Teachers will receive \$15.00 per hour for after school study hall and summer school.

### **Lunchroom Duty**

Lunchroom Duty \$7.50 per 30 minute period.

## **Board & Organization Rights**

Whenever notice is required to be given by either of the parties to any Board-employee agreement, pursuant to any provision(s) of the agreement, either party may do so by telegram or registered letter at the following places:

1. If by an employee organization, to the President of the Board at the District Main Office.
2. If by the Board, to the President of the respective organization at his/her appropriate address as filed with the Board

## **Organization Rights**

Any employee organization recognized by the Board may have the right to:

1. Use school buildings at all reasonable hours for meetings. Permission of the Principal or his/her designee shall be required.
2. Use school equipment, including typewriters, duplicating equipment, calculating machines and audio-visual equipment at reasonable times when such equipment is not in use. No equipment shall be removed from school property without approval by the Principal. An organization will pay for material used and any damage, loss, or theft of borrowed property.
3. Use inter-school mail facilities. Permission of the Principal or his/her designee shall be required.
4. Use space on an appropriate bulletin board in each school building. The location of such bulletin boards shall be agreed upon mutually by each organization and the Principal. Materials to be posted shall be in good taste.

## **Negotiations**

The Board hereby recognizes the Parkston Education Association as the exclusive bargaining agent for all certified teachers, counselors, and librarians employed by the Parkston School District. During the negotiations with any employee organization, the Board and the employee organization shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the organization for inspection at reasonable times, information that is available to the public and the organization shall do likewise.

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

## **Grievance Procedure Policy**

### **Definitions:**

- A. The term "grievance" means a complaint by a teacher or a group of teachers based on an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies or rules of the state of South Dakota or the board, as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non existing agreement, contract, ordinance, policy or rule is not a "grievance" and is not subject to this policy.
- B. The term "teacher" except, where otherwise indicated, is considered to apply to any certificated professional employee not classified as administrative personnel. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
- C. An "Aggrieved person" is the person or persons making the claim.
- D. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" when in this policy shall, except where otherwise indicated, means working school days.
- F. "Association" shall mean the Parkston Education Association
- G. "The Board" shall mean the Board of Education of the School District.

### **Principles:**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem which may arise affecting the welfare or working conditions of teachers.
- B. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any member of the administration or with any representative of the Association at any time.
- D. Any certificated employee or group of employees has the right at any time to present a grievance to such persons or Board through such channels that are designated for that purpose.
- E. Forms for filing a grievance shall be included in the negotiated agreement so as to facilitate the grievance procedure.

## **Time Limits:**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement in writing.
- B. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable.
- C. The grievant(s) shall begin informal grievance procedures within 20 days after the grievant knew, or should have known, of the alleged action giving rise to the grievance.

## **Informal Procedures:**

- A. If a teacher has a grievance, he/she should first discuss the matter with his/her principal, administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally. The teacher may pursue the matter with other administrators or supervisors if dissatisfied with the immediate supervisor's disposition. Association representatives may assist in his/her efforts to resolve the problem at all levels of the grievance procedure.

## **Formal Procedures:**

1. **IMMEDIATE SUPERVISOR.** If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal written grievance to his/her principal within 15 days of initiating informal procedures. The principal shall within five (5) days render his/her decision and its rationale in writing to the aggrieved person.
2. **SUPERINTENDENT OF SCHOOLS.** If the grievance is not resolved by the immediate supervisor, the grievant(s) or association may refer the grievance to the Superintendent within five (5) days of the immediate supervisor's written disposition of the grievance. The Superintendent shall arrange with the grievant for a meeting to take place as soon as possible, but not later than five (5) days after receipt of said disposition. Within five (5) days after the meeting, the grievant/association shall be provided with the Superintendent's written response, including reasons for the decision.
3. **SCHOOL BOARD.** Within five (5) days after receipt of the above disposition, the grievant may, if the grievance remains unsolved, appeal to the School Board. The Board shall hold a formal hearing with the grievant/association within ten (10) days or at the next Board meeting, at the discretion of the Board. It is the responsibility of the School Board president to notify the grievant/association of the hearing date and time. The Board shall serve a written disposition of the matter on the party or parties and the association within five (5) days after the hearing.
4. If the grievant(s) or association is not satisfied with the disposition of his/her grievance at level 3, the aggrieved person may within thirty (30) days of receiving the decision at Level 3, appeal to the Dept. of Labor.

**Rights of Participation:**

When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

**Class Grievance:**

If a grievance affects a group of teachers, the grievant(s) and/or the association may begin the grievance process at level 2.

**Waiver of Steps:**

In the event that the grievance remedy is beyond the power of the immediate supervisor to grant, the grievance may be initially filed at level 2 or 3, whichever is the lowest level with the power to make the grievant whole.

**Grievance withdrawal:**

A grievance may be withdrawn at any level without establishing precedent.



**REPLY TO LEVEL ONE GRIEVANCE**

Date of reply sent to aggrieved person: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF PRESENTATION OF GRIEVANCE TO PRINCIPAL:

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DECISION OF PRINCIPAL:

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SIGNED: \_\_\_\_\_

(Aggrieved Person)

**REQUEST FOR SETTLEMENT OF GRIEVANCE (LEVEL TWO)**

(copies of request for settlement of grievance Level One and reply must be attached)

DATE OF PRESENTATION TO SUPERINTENDENT: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF REPLY TO LEVEL ONE GRIEVANCE: \_\_\_\_\_

STATE REASONS FOR SUBMISSION OF GRIEVANCE TO LEVEL TWO:

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SETTLEMENT REQUESTED:

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SIGNED: \_\_\_\_\_

(Aggrieved Person)

**REPLY TO LEVEL TWO GRIEVANCE**

(copies of request for settlement of grievance Level One and reply must be attached)

DATE OF REPLY SENT TO AGGRIEVED PERSON: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF SUBMISSION OF GRIEVANCE TO SUPERINTENDENT: \_\_\_\_\_

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DECISION OF SUPERINTENDENT:

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SIGNED: \_\_\_\_\_  
(Superintendent)

**REQUEST FOR SETTLEMENT OF GRIEVANCE (LEVEL THREE)**

(copies of request for settlement of grievance Level One and reply must be attached)

DATE OF SUBMISSION TO BUSINESS MANAGER: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF REPLY OF SUPERINTENDENT TO LEVEL TWO GRIEVANCE:  
\_\_\_\_\_

STATE REASONS FOR SUBMISSION OF GRIEVANCE TO LEVEL THREE:

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SETTLEMENT REQUESTED:

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SIGNED: \_\_\_\_\_  
(Aggrieved Person)

**REPLY TO LEVEL THREE GRIEVANCE**

DATE OF REPLY SENT TO AGGRIEVED PERSON: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

**DATE OF SUBMISSION OF GRIEVANCE TO BUSINESS MANAGER (LEVEL THREE):** \_\_\_\_\_

DATE OF HEARING WITH SCHOOL BOARD: \_\_\_\_\_

DECISION OF SCHOOL BOARD:

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SIGNED: \_\_\_\_\_  
(PRESIDENT OF SCHOOL BOARD)

## **Salary Guides**

The Board believes that all teachers, supervisors, and administrators are professional employees who should be adequately compensated. Every reasonable effort will be made to maintain the organization and the administrative and supervisory personnel necessary to implement this policy.

It is the Board's intent to provide:

1. Sufficiently broad salary ranges for all administrative and supervisory positions to permit adequate compensation on the basis of both the responsibility involved and the performance of the individual.
2. Maximum salaries for administrators and supervisors, which can be earned only By way of continuing outstanding performance.

In any event, the Board recognizes the salary schedule(s) and related provisions for compensation currently in effect resulting from negotiations between the Board and the organization(s).

New teachers will be allowed to bring in an unlimited years of teaching experience.

## SALARY SCHEDULE

Step	B.A.	B.A. +15	M.A.	M.A. +15	M.A. +30
<b>0</b>	30,200.00	30,790.00	31,540.00	32,040.00	32,540.00
<b>1</b>	590 30,790.00	590 31,380.00	620 32,160.00	630 32,670.00	640 33,180.00
<b>2</b>	590 31,380.00	590 31,970.00	620 32,780.00	630 33,300.00	640 33,820.00
<b>3</b>	590 31,970.00	590 32,560.00	620 33,400.00	630 33,930.00	640 34,460.00
<b>4</b>	590 32,560.00	590 33,150.00	620 34,020.00	630 34,560.00	640 35,100.00
<b>5</b>	590 33,150.00	590 33,740.00	620 34,640.00	630 35,190.00	640 35,740.00
<b>6</b>	590 33,740.00	590 34,330.00	620 35,260.00	630 35,820.00	640 36,380.00
<b>7</b>	590 34,330.00	590 34,920.00	620 35,880.00	630 36,450.00	640 37,020.00
<b>8</b>	590 34,920.00	590 35,510.00	620 36,500.00	630 37,080.00	640 37,660.00
<b>9</b>	590 35,510.00	590 36,100.00	620 37,120.00	630 37,710.00	640 38,300.00
<b>10</b>	0 35,510.00	590 36,690.00	620 37,740.00	630 38,340.00	640 38,940.00
<b>11</b>		600 37,290.00	620 38,360.00	630 38,970.00	640 39,580.00
<b>12</b>		300 37,590.00	620 38,980.00	630 39,600.00	640 40,220.00
<b>13</b>			620 39,600.00	630 40,230.00	640 40,860.00
<b>14</b>				630 40,860.00	640 41,500.00
<b>15</b>					640 42,140.00

## **Salary Checks and Deductions**

Employees may request that the school district business office withhold deductions from their checks for organizational dues, annuities, etc. All deductions requests must be in the business office before the opening dates, which are either September 1 or January 1. (No new companies will be started in the district unless, a minimum of 10% of the district's employees join the new company.)

### **Payment of Salary:**

The salary of all employees shall begin at the time they report for duty; with the option of any teacher on a nine (9) month contract to be paid nine (9) months.

### **Pay date -Direct Deposit**

Payroll will be issued on the 15<sup>th</sup> and the last banking day of the month. Nine month employees will be paid their final full amount due on the last banking day of school in May. All individuals covered by this Agreement will be required to be on electronic direct deposit with regard to payroll.

### **Career Step**

The instructors at the bottom of the following lanes BA +15, MA, MA +15, MA +30 will receive \$300 per negotiated year.

### **Incentive Pay:**

After five (5) years of service to the district days of sick leave and/or personal leave beyond the accumulated sixty (60) will be bought back by the district on this basis:

- A. Bought back by the year
- B. Bought back at the rate of \$15.00 per day up to ten (ten) unused days

Insurance premiums are to be deducted from the pay period ending the 15th of the month. This includes LTD. Those people on a nine-month pay plan will have their insurance prorated on a nine (9) month schedule for the twelve (12) month coverage. If an increase in premium should occur, those on a nine-month pay plan will have the increase (to cover the summer months-majority of the premium will already have been collected) deducted from their May 15th pay period check.

Any other elected deductions will be deducted from the last pay period check.

Social security, teacher retirement and income tax will be deducted from both checks.

### **Inservice:**

Teachers will be paid \$100 per day for each pre-service days. This includes the organizational meeting with administration. There may be two days of pre-service.



## **Salary Checks and Provisions**

All teachers not having attained the status as shown in the salary schedule shall be placed on schedule subject to the following conditions:

1. The burden of proof as to degree and hours of credit shall lie with the instructor. All certificates and transcripts shall be on file in the elementary or high school office.
2. Any teacher who intends to complete additional hours after contract time must notify the Superintendent on or before June 1 of the previous school year. Upon completion of the hours and on or before the first payroll check, the teacher must provide proof of entitlement to advance.
3. In order to promote master level educators, all education master degree programs to include, but not limited to, counseling and guidance, special education, health and physical education, curriculum and instruction, educational administration, and the staff members field of study will be accepted. In order to receive approval on the salary schedule for the courses taken, an approved plan of study from the college of his/her choice will be submitted to the superintendent.
4. In order for an instructor to receive the payments under the B.A. + 15, M.A. + 15, and M.A. +30 semester hours, the additional fifteen (15) semester hours must consist of at least nine (9) semester hours in the individual's teaching field or a related field. Hours in a related field require prior written approval of the Superintendent. All hours carry graduate credit.
5. Master's Pay -An instructor will be paid on the master's degree in any area that they are certified to teach. i.e. If a teacher is certified to teach English, social studies and physical education and earns a masters degree in English, but, is assigned to teach physical education they would be paid at the master's level. \*A teacher could be assigned to teach in any area in which they are certified.

### **Activity Personnel -Lane Movement**

To move from lane to lane, years of service must be in that activity and would be retroactive for years of service in that activity in the system.

### **OASI and Teacher Retirement**

Teachers must be members of the Social Security Program and all teachers must become members of the S.D. Retirement System. They may voluntarily choose to be members of the health and accident insurance program.

**INSTRUCTIONAL PERSONNEL:**

Single policyholders will be allowed the amounts (on chart below) per month per choice of their deductible. Married couples that are both employed by the district will have their entire family policy premiums paid up to twice the agreed upon amount.

The Board will discuss rate increases with the Association in July if there is an increase in the rates and a request is made.

**Staff Insurance Premiums  
Thru June 30, 2013**

	COST	DISTRICT COST	EMPLOYEE COST
<b>\$750.00 Deductible – 80/20 OF NEXT \$5,000.00</b>			
SINGLE .....	\$550.29	\$540.00	\$10.29
TWO PARTY .....	\$1226.49	\$540.00	\$686.49
EMPLOYEE + CHILDREN .....	\$1226.49	\$540.00	\$686.49
FAMILY .....	\$1350.36	\$540.00	\$810.36
<b>\$1,250.00 Deductible – 80/20 OF NEXT \$5,000.00</b>			
SINGLE .....	\$517.19	\$517.19	-0-
TWO PARTY .....	\$1152.81	\$585.00	\$567.81
EMPLOYEE + CHILDREN .....	\$1152.81	\$585.00	\$567.81
FAMILY .....	\$1269.24	\$585.00	\$684.24
<b>\$2,500.00 Deductible – 80/20 OF NEXT \$5,000.00</b>			
SINGLE .....	\$482.19	\$482.19	-0-
FAMILY .....	\$1090.37	\$660.00	\$430.37

ALL deductibles now carry a \$25.00 office visit ant \$10/\$35/\$50 drug card.

**Insurance Options:**

The Board of Education will provide \$100 a month for employees who have shown proof of health insurance through their spouse. Changes may be made on September 1 or January 1 or after a change of family Status. This payment may be used for life insurance or a 403B through a designated company pursuant to policy 412.1. **“No new employee hired by the District commencing with the 2007-2008 school fiscal year, or current employee who discontinues health insurance will be permitted to avail themselves of this benefit.”**

**DENTAL: (Note that 2012-13 Premiums will not be known until Aug/Sept)**

<b>EMPLOYEE PAYS 100% OF PREMIUM</b>	
SINGLE .....	\$29.50
TWO- PARTY .....	\$58.00
FAMILY .....	\$86.90

Allow group policy, will be paid 100% by employee.

## Early Retirement Policy

Any certified employee who has served in the Parkston School District #33-3 for fifteen (15) years may elect early retirement according to the following program:

AGE AT Sept. 1 OF TERMINATION YEAR	PERCENTAGE FACTOR (OF PRESENT YEAR'S SALARY)
55-62	90%

"Beginning with the 2016-17 school year, the percentages factor change to 85% of the present year's salary."

An early retiree's age for purposes of computation under this section shall be said retiree's age on September 1<sup>st</sup> of the calendar year in which employment terminates.

The earliest age that an employee may be able to retire under the Early Retirement Policy is the year in which the employee will have completed their fifty-fifth (55) birthday by September 1<sup>st</sup>. The latest possible age that an employee would be able to work would be in the year that a retiree attained the age of sixty-two (62) by September 1<sup>st</sup>.

The said retiree must apply for early retirement to the Superintendent by February 1<sup>st</sup> of the school year before retirement will commence, and an answer will be given within thirty (30) days of that date (February 1).

Payment of the net amount benefit will be one (1) lump sum on the payday of the first pay period in July preceding the termination year.

An alternative payment could be given in two (2) equal installments: the first installment to be distributed on the payday of the first pay period in July preceding the termination year and the second installment to be distributed on the payday of the first pay period in January of the termination year.

A teacher who elects early retirement may remain in the insurance group(s) plan, retiree will do so assuming the entire payment of the insurance premium until age 65. Late payments and or returned checks will be grounds for canceling of your coverage thru the Parkston Public School District Board of Education.

Lump sum payment shall be reduced by federal withholding tax, Social Security, and state retirement system deductions according to the procedures set up by the governing organizations for those deductions.

A limit of two (2) eligible employees only could retire in a given year. The oldest (age) employees would retire first. The board reserves the right to waive the number of eligible employees that may retire.

In the event a teacher entitled to a benefit hereunder shall die while all or part of such benefit remains unpaid, benefit or part thereof shall be paid in accordance with paragraph two (2) of this Article to the beneficiary designated in writing by the teacher on a form prescribed by the business office of the district. In the event no beneficiary designation has been made, the unpaid benefit shall be paid to the estate of the deceased teacher. Payment by the district in accord herewith shall fully discharge the district's obligation under this article.

Effective with anyone retiring after July 1, 2006 all payment will be made to the South Dakota Retirement System under the Special Pay Plan. Under the Special Pay Plan eligible members' lump-sum termination payouts are permanently exempt from Social Security taxes and in addition are free from federal income taxation until they are withdrawn from the plan by the retiree. A participant has the option to invest the funds and any earnings will grow tax deferred until they are distributed from the plan. Withdrawals may be in the form of a single, lump-sum payment or as additional monthly retirement benefits. Please refer to Special Plan Highlights or contract Nationwide Retirement Solutions.

**\*\*\*NO new employee hired by the District commencing with the 2004-2005 school fiscal year will be permitted to avail themselves of the early retirement policy.**

**EARLY RETIREMENT ELECTION FORM –**  
(For employees hired prior to the 2004-2005 school year)

Effective with anyone retiring after July 1, 2006 all payment will be made to the South Dakota Retirement System under the Special Pay Plan. Under the Special Pay Plan, eligible members' lump-sum termination payouts are permanently exempt from Social Security taxes and in addition are free from federal income taxation until they are withdrawn from the plan by the retiree. A participant has the option to invest the funds and any earnings will grow tax deferred until they are distributed from the plan. Withdrawals may be in the form of a single, lump-sum payment or as additional monthly retirement benefits. Please refer to Special Plan Highlights or contact Nationwide Retirement Solutions:

**I select as my designated \_\_\_\_\_ beneficiary.**  
**(Please Print)**

\_\_\_\_\_ **I elect not to stay on the school district's insurance as so described earlier .**

\_\_\_\_\_ I elect to stay on the school district's insurance as so described earlier assuming the entire cost of said insurance and also assuming responsibility of making sure said premium is in the business office by the 15<sup>th</sup> of the month preceding its due date. Late payments and or returned checks will be grounds for canceling of your coverage thru the Parkston Public School District Board of Education.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature

## Teacher Protection

### THREATS:

Any employee who is threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall be offered the fullest possible protection by the school district. He/she shall immediately notify his/her building principal or supervisor. The principal or supervisor shall then immediately notify the Superintendent's Office. Together they shall take immediate steps in cooperation with the employee to provide every reasonable precaution for his/her safety. Precautionary steps including any advisable legal action shall be reported to the Superintendent's office at the earliest possible time.

### LEAVES

**SABBATICAL:** One (1) year leave of absence for the continuing or furthering of educational experience at an accredited institution in his/her instructional area shall be granted by the administration and Board to a teacher who has been in the system a minimum of three (3) years upon request of that employee by May 1. No salary compensation shall be granted during the leave of absence period. Participation in school group health and disability insurance may be continued during the leave, but, the employee will be required to pay the full premium. In the second year after returning to District #33-3 the employee shall be reimbursed for the percentage of the District's insurance premium share in effect during the year of absence. Since the leave is used for the continuing or furthering of educational experience in his/her instructional area, the employee will receive credit for an experience step on the salary schedule during the year of absence. Accumulated days of sick leave will not be forfeited. It is recommended that no more than two (2) teachers be on leave at the same time.

If an instructor is granted a sabbatical, but cancels due to inability to attend, he/she must be able to produce adequate information to support his/her reasoning. In the event the position he/she vacated is still open, he/she may be reinstated at the discretion of the Board.

**BEREAVEMENT:** Employees of District #33-3 may obtain ---bereavement leave upon the death of an immediate member of the family. This leave is to consist of one (1) to four (4) teaching days per incident and to be administered by the principal and superintendent. This leave is not subject to sick leave. Attendance at funerals other than immediate family would come under the realm of personal leave. Additional days are to be deducted according to the length of contract. Those on extended contract will be reduced accordingly. Immediate family includes: spouse, children, parents of both, brothers and sisters of both, step-children, grandchildren, ~~and~~ grandparents of both, ~~and spouses of children and spouses of brothers and sisters.~~

Under the circumstances that are deemed appropriate by the superintendent, bereavement leave may be granted to attend a funeral of someone other than an immediate family members and reported to the Board of Education either before or after the fact.

**PROFESSIONAL:** Employees of the District may participate in professional visitations, workshops, or programs that may enhance their educational background or programs that would be an over-all benefit to the District's educational program. This is to be granted upon approval and recommendation of the principal and superintendent. Those days are to be counted as professional leave days.

Professional leave may be used by an employee, upon approval by the principal and/or superintendent, to act as a judge or official for a local, district, regional, state or national event and reported to the Board.

Any instructor who is serving on a professional organization or committee may apply for use of professional leave in order to attend such meetings.

**JURY:** Any teacher called for jury duty during the school hours or is subpoenaed to testify in a hearing during school hours in a matter in which he/she is not a name party, shall be granted leave with pay for the days or parts of days such absence is required. One half of any per diem (not including mileage and food) received for jury duty or the designated subpoena absence shall be paid to the school (through the business manager) by the teacher. Such teacher shall notify the superintendent of schools of his/her designee of leave forty-eight (48) hours in advance of the necessity for taking jury leave.

**SICK:** Sick leave shall be defined as leave due to illness of the employee. Time allowed for sick leave shall be ten (10) days per school year on a pro-rated scale if employed for a period less than one (1) school year or a part-time employment. Unused sick leave days may be allowed to accumulate to a total of sixty (60) days by the end of the school year.

**FAMILY SICK:** Sick leave days may be used in the event of illness in the employee's immediate family. Immediate family shall include: spouse, children, parents, brothers, sisters or members of the teacher's household. Sick leave will be allowed under the following conditions:

- a. No more than ten (10) days may be used in a school year for family illness
- b. All such days will be deducted from sick leave
- c. Additional time may be allowed upon presenting the superintendent of schools a written request by the attending physician, certifying the necessity of the presence of the employee at the bedside

Payment of wages, received by an employee from worker's compensation shall be subtracted from sick leave payments. It shall be the duty of the employee to report payments for wages received from worker's compensation to the superintendent and/or business manager. The Board or administration may require a physician's statement certifying an illness.

**PERSONAL:** The employee has three (3) days per year of personal leave that may be used. These days will be deducted from the employee's sick leave. Personal leave is not accumulative. If the personal leave policy is abused, the Board may formulate a more definite policy. Excessive use of sick leave or personal leave will result in the deduction according to length of contract.

**INCENTIVE:** After five (5) years of service to the district, days of sick leave and/or personal leave beyond the accumulated sixty (60) days will be bought back by the district on this basis:

- a. bought back by the year
- b. bought back at the rate of \$15 per day for days unused up to ten (10) days

**LEAVE OF ABSENCE:** A tenured teacher may request a leave of absence without pay for a period of up to one (1) school term. The request and reasons for needing the leave shall be presented to the Superintendent for presentation to the Board prior to February 1 of the year preceding the school term affected by the leave unless an emergency would arise which the Board might consider at some other date. If a suitable replacement cannot be found or the Board in its sole discretion feels the teacher has not presented sufficient reasons to grant the leave, the decision will not be subject to the grievance procedure.

If the leave is approved, the teacher may continue to be a member of the school district health insurance plan by paying the full cost of the insurance each month in advance. A teacher who is returned to active employment from a leave of absence shall retain accumulated benefits and be placed on the same step and lane of the salary schedule to which he/she was entitled at the time the leave commenced. Unless specifically stated at the time the leave is granted or mutually agreed upon later, the teacher will be expected to return to work at the beginning of the next school term. It will be the teacher's responsibility to notify the Superintendent in writing on or before February 1 of his/her intention to return to the District or of terminating his/her employment status with the District. Upon completion of the leave, the Board will make a reasonable effort to return the teacher to the position held prior to the leave.

**SHORT TERM LEAVE OF ABSENCE:** If a short-term leave of absence is requested and approved by the Board of Education (more than one (1) week, but less than one (1) school term) in order for the teacher to continue to be a member of school district insurance plan, the teacher (after seven (7) days of a leave of absence without pay; commencing with the eighth day of leave without pay and continuing each day thereafter until the day of returning to his/her position) will be required to pay the school district the daily rate of the full cost of the health insurance plan/ **or 403B plan paid by the Parkston School District.**

**MATERNITY/ADOPTION:** In case of a leave of absence due to an adoption or maternity, up to thirty (30) days of accumulated sick leave may be paid commencing on the date that the child is received or delivered.



## Sick Leave Assistance Plan

1. Each school district employee beyond their second successive full term of employment and eligible for sick leave benefits may elect to participate in the District sick leave assistance plan established by this policy. The purpose of the plan is to aide employees who have exhausted all of their accumulated sick leave through extended absence due to prolonged illness or catastrophic accident.
2. The election to participate must be indicated no later than September 1, on a written form provided by the business manager, and each such election is valid only if the electing employee contributes not less than one of the employee's unused sick leave entitlement to the sick leave assistance plan. Upon such election, the employee shall be eligible to participate in the sick leave assistance plan without further contribution except as required in Item 6 below. If an employee does not elect to participate within the time limits specified, the employee is ineligible until the beginning of the next school fiscal year. When contributions to the plan have accumulated to a total of one hundred eighty (180) or more days, no more days will be added until the plan is depleted to sixty (60) days, except for new participants.
3. Administration of the sick leave assistance plan will be handled by a committee appointed by the School Board consisting of the following members: four (4) faculty members, two (2) classified employees, and one (1) administrator. Record keeping will be done by the business manager and the employee committee shall have the right to periodically examine the records during normal business hours. The committee shall establish guidelines to govern its decision-making process regarding the granting or denial of requests for withdrawals from the plan. The committee guidelines shall provide a basis for insuring that withdrawals from the plan under this policy are made available only to those applicants who have not abused sick leave, and provide that such withdrawal is made for prolonged illness or disability caused by a catastrophic accident.
4. Each participant who has used all of their sick leave (current and accumulated) **and current or accumulated vacation time or personal leave** may petition the sick leave assistance committee for sick leave assistance, only to be allotted in full day increments.
5. The maximum number of sick leave days which the sick leave assistance committee may provide to a participant is twenty (20) days annually. All requests for use of the bank must be submitted in writing to the Superintendent and must be supported by a written statement from the participant's personal physician. The Superintendent will forward the request to the committee for decision. The committee's decision will be forwarded to the Superintendent for distribution to the appropriate personnel.
6. Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. However, each participant who has received assistance from the sick leave assistance plan must re-establish participation for the next school fiscal year by following the procedure described in item 2 of this policy.
7. Days in the bank shall be withdrawn on a first-come, first-served basis and, if the total days in the bank are exhausted in any year, use of the bank ends for that year. Unused days in the plan (limited to 180 days) shall be carried over to the next school year.
8. The sick leave assistance committee shall annually make a written report to the Superintendent regarding the operation of the plan during the preceding year.

## Supplementary Salary Schedule

ASSIGNMENT	% 1 <sup>ST</sup> & 2 <sup>ND</sup>	% 3 <sup>RD</sup> & 4 <sup>TH</sup>	% 5 <sup>TH</sup> & 6 <sup>TH</sup>	% 7 <sup>TH</sup> & 8 <sup>TH</sup>	% 9 <sup>TH</sup> & 10 <sup>TH</sup>	% 11 <sup>TH</sup> & 12 <sup>TH</sup>
Dir. of Athletics	0.100	0.110	0.120	0.130	0.140	0.150
Head Football	0.075	0.085	0.095	0.105	0.115	0.125
Asst. Football	0.042	0.052	0.062	0.072	0.082	0.092
Head Basketball-B	0.091	0.100	0.110	0.120	0.130	0.140
Head Basketball-G	0.091	0.100	0.110	0.120	0.130	0.140
Asst. Bask.-B	0.048	0.058	0.068	0.078	0.088	0.098
Asst. Bask.-G	0.048	0.058	0.068	0.078	0.088	0.098
Head Volleyball	0.091	0.100	0.110	0.120	0.130	0.140
Asst. Volleyball	0.048	0.058	0.068	0.078	0.088	0.098
Track Coordinator	0.080	0.090	0.100	0.110	0.120	0.130
Asst. Track	0.040	0.050	0.060	0.070	0.080	0.090
Head Boys Golf	0.050	0.060	0.070	0.080	0.090	0.100
Asst. Boys Golf	0.030	0.040	0.050	0.060	0.070	0.080
Head Girls Golf	0.050	0.060	0.070	0.080	0.090	0.100
Asst. Girls Golf	0.030	0.040	0.050	0.060	0.070	0.080
Head Wrestling	0.091	0.100	0.110	0.120	0.130	0.140
Asst. Wrestling	0.048	0.058	0.068	0.078	0.088	0.098
Drama	0.060	0.070	0.080	0.090	0.100	0.110
Band Director	0.100	0.110	0.120	0.130	0.140	0.150
Asst. Band	0.050	0.060	0.070	0.080	0.090	0.100
Vocal	0.050	0.055	0.060	0.065	0.070	0.075
Show Choir	0.020	0.025	0.030	0.035	0.040	0.045
Journalism, Paper & Yearbook	0.050	0.060	0.070	0.080	0.090	0.100
Jr. Class Sponsor	0.020					
Cheerleader Advisor (2 positions with each being paid	0.100	0.110	0.120	0.130	0.140	0.150
Cheerleader Advisor (3 positions with each being paid	0.067	0.730	0.080	0.087	0.093	0.100
Drill Team Advisor	0.040	0.050	0.060	0.070	0.080	0.090
FCCLA Advisor	0.070	0.080	0.090	0.100	0.110	0.120
FBLA Advisor	0.020	0.030	0.040	0.050	0.060	0.070
Cross Country	0.040	0.050	0.060	0.070	0.080	0.090
Declamation	0.033	0.035	0.037	0.039	0.041	0.043
Debate	0.066	0.075	0.084	0.093	0.102	0.111
Musical Dir. for Drama	0.040	0.045	0.050	0.055	0.060	0.065
Elem. Music Dir.	0.040	0.050	0.060	0.070	0.080	0.090
Media Club	0.080	0.090	0.100	0.110	0.120	0.130
RDTN Director	\$500.00					

To move from lane to lane years of service must be in that activity and would be retroactive for years of service in that activity in the system.

The athletic director shall be provided with a minimum of one (1) period per day each semester to fulfill his/her assigned duties as athletic director, in addition to the normal teacher preparation period.

Each cheerleader advisor will be paid at the rate indicated on the Supplementary Salary Schedule.

Persons new to the district, who are receiving compensation under the Supplementary Salary Schedule will be given the same experience credit as new teachers to the district receive for their teaching experience.

## **Supplemental Salary Schedule**

In the event that a new position is made available, the Board shall notify the Association within five (5) days and shall negotiate the terms and conditions of such position with the Association.

Coaching slots will include head coach and assistant needed in any sport including grades 7- 12. The number of assistants are at the discretion and recommendation of the athletic director and approval of the administration and the school board.

Activity trips: Coaches and activity directors will be encouraged to have a CDL at Parkston School District expense. They could then drive for their activity trips when the District's mini bus is available and the numbers of riders justify. The drivers would be paid for driving time.

## **Liquidated Damages**

In the event a teacher has signed and returned a contract and wishes to break such contract, damages will be assessed as follows.

If the date the request is received by the Superintendent falls on or between May 15<sup>th</sup> and June 15<sup>th</sup>, the staff member will be required to pay \$600 to be released from their contract.

If the date the request is received by the Superintendent falls on or between June 16<sup>th</sup> and July 15<sup>th</sup>, the staff member will be required to pay \$850 to be released from their contract.

If the date the request is received by the Superintendent falls after July 15<sup>th</sup>, the staff member will be required to pay \$2,000 to be released from their contract.

The Board may waive this provision if circumstances warrant.

## **Supplementary Pay and Benefits**

### **ADDITIONAL DAYS**

Add the following language to each teacher's contract. "The Board of Education can add up to three additional days over and above those days of the original contract. These days will be compensated at the daily rate of pay of the employee's regular contract. This amount of \$ \_\_\_\_ will be paid in the December 15 payroll check in one lump sum.

### **COMPENSATION- Special Education Classroom Instructor**

The Board of Education will compensate the special education classroom instructor \$500.00 above the salary schedule, due to this position causing the instructor to be with the students continually, without a break (including noon, recess, milk breaks, etc.) Should the scheduling for this position change so that a prep period, break at noon away from students, etc. would be scheduled for this instructor, the additional compensation would be dropped.

### **GIFTED AND TALENTED COORDINATOR:**

Duties—

1. Gifted Coordinator will have the responsibility of developing, implementing, Coordinating and evaluating the educational program for the gifted student.
2. Gifted Coordinator in charge of staff in-service and development for the local school system.
3. Gifted coordinator will determine and distribute the appropriate evaluation forms.
4. Gifted Coordinator will be responsible to implement the program evaluation, compile the results and modify program services as necessary.

Qualifications

1. Bachelor's Degree
2. Twelve (12) credit hours in the gifted education course work for Certificate endorsement in South Dakota.

**EXTRA-CURRICULAR ACTIVITIES PASS:** At the beginning of each academic school year, every person employed by District #33-3 will be given one (1) pass good for all extracurricular events. In return, all school personnel will be assigned one ( 1) activity for which they will work. In the event that any slots remain open, they will be filled by drawing by lot. The following schedule will be used regarding working extra events:

1. Only school personnel will be working, unless otherwise approved by the Board. However, school personnel will be given first priority for choice of assignment to include all paid activities. School personnel must choose the assignments by September 15<sup>th</sup> each year or immediately upon call for volunteers for unscheduled activities.
2. School personnel working a minimum of three (3) extra events will receive one (1) guest pass for school events.

3. School personnel working a minimum of five (5) extra events will receive two (2) guest passes for school events.
4. School personnel working a minimum of seven (7) extra events will receive three (3) guest passes for school events.
5. School personnel working a minimum of nine (9) extra events receive four (4) guest passes for school events.
6. Vacant slots will be filled by the administration from a list of the district's personnel. The assignment will be made by lot.
7. Admission to an event will not be charged to the spouse and children (high school or younger) of an employee who is responsible for coaching or directing the said event.
8. One (1) pass will be issued to each full-time custodian's spouse.
9. The pass will be honored for designated persons only.
10. The exception to this schedule will be timekeeper and bookkeeper for events plus chain handlers. This will not change from past practice.

### **MILEAGE TO COLONY TEACHERS**

Mileage is to be paid at an established state rate (currently thirty-two (32) cents per mile) for the total number of days in the school year for one (1) round trip daily (30 miles) between Parkston and New Elm and one (1) round trip daily (32) miles between Parkston and Old Elm. Mileage will be paid for only one (1) car per school per day.

Mileage is to be paid under this section by one (1) for these two (2) formats: (1) by voucher when colony teachers submit documentation accounting for the total allowed expense for the school year to that school; or (2) by voucher for the total mileage for the year divided by the number of teachers at that colony school. Vouchers are to be submitted on or within one (1) week followed the last day of school.

## COMPLAINT PROCEDURE

### A. PURPOSE

This procedure is designed to provide a process for handling such problems that cannot be solved in an informal manner. Efforts will be made to solve problems informally.

1. Complaints that cannot be solved informally, regarding the performance or misconduct of any employee will be handled according to the following policy. Anyone approached with a complaint will inform the person(s) making the complaint of the proper method for registering the complaint. After informal efforts have been exhausted, complaints not filed following the policy will not be acted upon nor will they be recorded or given any other official recognition.
2. Complaints will be in writing and signed by the party making the complaint. The complaint will specify the person(s) involved, details of the alleged misconduct or reason for the complaint and supply any supportive evidence.
3. Formal complaints must be filed within 20 school days after the date of the alleged misconduct or reason for the complaint.

### PROCEDURE

1. Formal complaints against school personnel will be made by completing "Complaint Form A" and filed through the immediate supervisor of the person being complained against.
2. Upon receipt of a signed complaint against any school employee, the immediate supervisor of the person being complained against will meet privately with the employee and will provide the employee with a copy of the complaint and discuss the complaint. The employee will provide a response/rebuttal to the complaint by completing "Complaint Form B" which will be attached to the complaint and provided to the person making the complaint.
3. If the immediate supervisor feels the complaint is grounds for further action or if the complaint is to be made part of the employee's record, the employee must be informed of this in writing. An employee so notified has the right to request a meeting with the administration and the complaining party. Both parties have the right to be accompanied by a representative of the local association or other person of their choice.
4. The complaining party also has the right to request a meeting with the administration and the person being complained against.. Both parties have the right to be accompanied by a representative of the local association or other person of their choice.
5. Any record or recommendation as a result of the complaint will be supplied to the employee only. The complaining party does not have the right to know what record or recommendations were made regarding the complaint.
6. Before the employee may be disciplined or reprimanded by the board or administration, the employee will be entitled to a hearing before the board and to confront the person bringing the complaint's; he/she has the right to cross examine the person bringing the complaint and offer rebuttal evidence to the complaint. He/she shall also have a right to have a representative present and the complaining party will also have the right to have a representative present and specify the reasons for a complaint

**Complaint Form "A"**

Date \_\_\_\_\_

Name and Address of Person Making Complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Action Causing Complaint: \_\_\_\_\_

Name of Person(s) Being Complained Against: \_\_\_\_\_

\_\_\_\_\_

Complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(attached another sheet if necessary)

Supportive Evidence or Witnesses: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(attached another sheet if necessary)

\_\_\_\_\_

(Signature of Person Making Complaint)

**Complaint Form "B"**

Date \_\_\_\_\_

Date Contacted About the Complain \_\_\_\_\_

Response to Complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach another sheet if necessary)

Supportive Evidence or Witnesses: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach copies of materials if necessary)

**Recommendation**

I recommend no record or further action be taken.

I recommend a record be kept but no further action be taken regarding this complaint.

I recommend the following action be taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Principal or Superintendent)

I have been informed of the complaint, have been given an opportunity to respond and have been informed of the above recommendation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Effect of Agreement

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the two (2) parties.

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

The provisions of this agreement shall be effective as of the 1st day of July 2007, and shall continue and remain in full force and effect as binding on the parties until the 30th day of June, 2008. If a new and substitute agreement has not been duly entered into prior to June 30, 2008, the terms of this agreement shall continue in full force and effect until such substitute agreement is adopted, which shall then be fully retroactive to June 30, 2008.

**It shall be the responsibility of the Association to prepare and print copies of this agreement. The Association shall provide each member of the bargaining unit a copy of this agreement.**

This agreement is signed this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

*In witness thereof:*

For the Parkston Education  
Association

For the Parkston School Board,  
District #33-3

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Negotiations Chair-person

\_\_\_\_\_  
Business Manager

Final Negotiated Package as agreed upon by both organizations –  
effective 2012-13, which are highlighted in the above text

**Final Package for Teachers:**

1. **Add \$250 on base and each eligible teacher will receive a step and/or the career step and educational advancement lane changes per salary schedule.**
2. **Health Insurance-The Board will increase their monthly contribution by \$30. (Note-this will not cover the cost of a single on the \$750 deductible now and changes to a higher deductible are not available until Jan.1.)**
3. **Bereavement-The language will add “and spouses of children and spouses of brothers and sisters.”**
4. **\$450 one time bonus**
5. **Complaint Procedure-add time limits of 20 days and changed wording to immediate supervisor. (Some of the other wording has changed. See copy.)**
6. **Sick Leave Policy-add “must use accumulated vacation time or personal leave”**

This agreement is signed this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

*In witness thereof:*

For the Parkston Education  
Association

For the Parkston School Board,  
District #33-3

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Negotiations Chair-person

\_\_\_\_\_  
Business Manager