

NEGOTIATED AGREEMENT
between the
MILLER SCHOOL DISTRICT #29-4
and the
MILLER EDUCATION ASSOCIATION
CONTRACT YEAR 2024-2025

"The terms of this Negotiated Agreement shall remain in effect from July 1, 2024 through June 30, 2025 however, if the parties hereto have not reached a new agreement through negotiations, this Agreement will remain in effect until such time as a new Negotiated Agreement has been reached or until the completion of the impasse procedure."

Signature _____ Signature _____

Signature _____
Co-Presidents
Miller Education Association
Miller, SD 57362

Board of Education
Miller School District #29-4
Miller, SD 57362

Date: _____ Date: _____

I. NEGOTIATIONS PROCEDURE

- A. The Association will inform the Board on or before February 15 of its intent to negotiate in part or whole.
- B. Negotiation sessions shall be closed.

The following are the domains and components that staff will be evaluated on. There will be 8 components, 1 from each domain. The principals will create a committee of elementary and high school teachers that will decide together on the specific components to be used in the evaluation. The principals will decide on two components, the teachers will decide on two components and the whole committee will work together to decide on the final four components. This committee will meet before the beginning of the school year.

III. EVALUATIONS

- A. The responsibility for certified staff evaluations or staff working in that capacity rests with the principal.
 - B. Staff member evaluations are to be completed by the second Monday in March of each year.
 - a. Probationary (1st, 2nd and 3rd contract) will have one formal evaluation during each semester and a minimum of four informal evaluations per year.
 - b. Non-probationary (4th and beyond) will have one formal evaluation every other year and a minimum of four informal evaluations per year.
- Def.
- Formal-To include an observation and pre and post observation conference. The post observation shall be held no more than 10 working days after the formal observation, if an "unsatisfactory" rating is given see item F and J. The teacher shall be given a copy upon the completing of the evaluation.
- Informal-To include an observation and feedback to the teacher within 10 working days.
- c. PROFESSIONAL PRACTICE RATING DESCRIPTIONS
Each of the four final Professional Practice Ratings – *Unsatisfactory, Basic, Proficient* and *Distinguished* is defined in general terms to illustrate the continuum of possible performance relative to the rigorous professional teaching components outlined in the *South Dakota Framework for Teaching*.
 - *Unsatisfactory*: A teacher performing at the *Unsatisfactory* level does not appear to understand the underlying concepts represented by the Framework. Performance at this level requires significant intervention and coaching to improve the teacher's performance.
 - *Basic*: A teacher performing at the *Basic* level appears to understand the Framework conceptually but struggles to implement the standards into professional practice. Performance at this level is generally considered minimally competent for teachers early in their careers and improvement is expected to occur with experience.
 - *Proficient*: A teacher performing at the *Proficient* level clearly understands the concepts represented by the Framework and implements them well. Teachers performing at this level are qualified in the craft of teaching and work to continually improve practice.
 - *Distinguished*: A teacher performing at the *Distinguished* level is a master teacher and makes a contribution to the field, both inside and outside the classroom. While all teachers strive to attain *Distinguished* level performance, this level is considered difficult to attain consistently.

DETERMINING THE OVERALL PROFESSIONAL PRACTICE RATING

After using standards-based rubrics to determine teaching performance for each component evaluated, the evaluator uses a three-step process to determine a Professional Practice Rating of *Unsatisfactory, Basic, Proficient, or Distinguished*.

Step 1: Determine Component-Level Performance

Numerical values are assigned to teaching performance for each component evaluated: A *Distinguished* rating is assigned 4 points; a *Proficient* rating is assigned 3 points; a *Basic* rating is assigned 2 points; and an *Unsatisfactory* rating is assigned 1 point.

Step 2: Calculate an Average Score for All Components Evaluated

An average score across all components is calculated by dividing the total of all points earned by the number of components evaluated. The average will range from 1 to 4, and is rounded to the nearest hundredth of a point. All components are given equal weight.

Step 3: Determine the Overall Professional Practice Rating

The average component-level score is used to assign a Professional Practice Rating of *Unsatisfactory*, *Basic*, *Proficient*, or *Distinguished*. The chart below presents the score ranges aligned to the four performance categories.

Figure 6: Overall Professional Practice Rating Score Ranges

Range	1.00 to 1.49	1.50 to 2.49	2.50 to 3.49	3.50 to 4.00
Rating	Unsatisfactory	Basic	Proficient	Distinguished

- C. Persons receiving a rating of "unsatisfactory" shall meet with the evaluator within five (5) school days following the evaluation to mutually establish a plan of action to correct the unsatisfactory situation. Reviews of the progress shall be held as soon as practical. There shall be a written agreement within the school term stating the deficiency has been resolved or needs improvement.
- a. The plan of action shall include:
- i. A list of the deficiency(ies)
 - ii. Specific directives to address the deficiency(ies)
 - iii. A timeline for the plan of assistance to be completed.
 - iv. A description of the district's offer of assistance in completing the plan.
 - v. Provision for periodic meetings to ascertain progress.
- D. The Miller School District will use Teachscape and its related forms, that are applicable, to serve as documentation for evaluations.
- E. Staff are required to compile artifacts, as directed by district administration, that are pertinent to the completion of the formal evaluation or the SLO process.
- F. A minimum of 4 components, one from each domain, will be selected for teacher evaluations by school administrators and staff prior to the upcoming school year.
- G. The district will use the school counselor evaluation framework as adopted by the South Dakota School Counselor's Association and the South Dakota Department of Education.
- a. A minimum of 4 components, one from each domain, will be selected for teacher evaluations by school administrators and staff prior to the upcoming school year.
- b. Persons receiving a rating of "unsatisfactory" shall meet with the evaluator within five (5) school days following the evaluation to mutually establish a plan of action to correct the unsatisfactory situation. Reviews of the progress shall be held as soon as practical. There shall be a written agreement within the school term stating the deficiency has been resolved or needs improvement.
- c. The plan of action shall include:
- i. A list of the deficiency(ies)
 - ii. Specific directives to address the deficiency(ies)
 - iii. A timeline for the plan of assistance to be completed.
 - iv. A description of the district's offer of assistance in completing the plan.
 - v. Provision for periodic meetings to ascertain progress.

IV. REVIEW PROCEDURE

- A. All requests for reviews should be submitted in writing stating specific exceptions to the evaluation findings. Such reviews may take the form of an additional evaluator to review the evaluation data and conclusions.
- B. Written requests for reviews should be submitted to the evaluators and subsequently through the administrative chain of command to the superintendent.
- C. In cases on non-settlement, the final decision rests with the Board of Education.
- D. Each employee shall have the right, upon request, to review the contents of said employee's personal file and to place therein written reactions to any of its contents. The employee shall

have the right to make a copy of any item in the file and shall also have the right to be accompanied by a representative of the Association during the review of said employee's file.

V. SALARY AND RELATED ECONOMIC CONDITIONS

A. Employee Workday - The administration shall be responsible to the Board of Education for the equitable distribution among the members of the staff in the following areas of work: classroom teaching, extra-curricular, and supervisory duties. The usual school day for all teachers shall begin one-half (1/2) hour before classes begin and end one-half (1/2) hour after classes end and teachers shall be subject to assignments within this period without compensation, but in no event shall the school day exceed eight (8) hours. The work shall be divided into eight sections for the purpose of determining substitute pay early dismissals. Teachers may leave at the time of student dismissal on Staff Meeting days, Fridays, and the day before holidays.

Teachers are expected to be in their rooms one-half (1/2) hour before classes begin and remain one-half (1/2) hour after dismissal unless extra-curricular assignments or professional or departmental meetings conflict. Rural teachers must always remain at school until all students have departed. Teachers may leave the school during their lunch period when they do not have scheduled duties.

B. Extra Assignments - Extra assignments will be made by the principal with extra pay as per their base salary. All employees shall be given notice of their assignments in their contract. In the event that changes are necessary, the employee affected shall be notified and consulted.

C. Notification of Assignments - All employees shall be given written notice of their assignments in their individual employment contract for the new school term. In the event changes in such assignments are proposed, the employee affected shall be notified promptly and consulted. Individual teacher contract will be issued according to law with duplicate copies to be provided to individual teachers within ten days of the teachers return of their signed contract.

D. Class Size - It shall be the goal of the Board of Education to maintain class size in the range as recommended by the proper State and Federal authorities and/or accrediting agencies.

E. Pay Policy

1. Payroll Installments - Each employee shall elect to be paid on the basis of nine (9) months or eighteen (18) equal payments or twelve (12) months or twenty-four (24) equal payments. Teachers who are paid on a nine (9) month basis may receive their last paycheck, the May paycheck, on the regular May payday, if they provide \$400.00 check to be held by the business manager until such time as they have fully completed their duties; and at that time, the \$400 check will be returned to the teacher.

2. Pay Days-Specified - Pay days shall be as follows, except that the last payment shall not be payable until the employee's accounts and obligations to the district have been fulfilled.

September 10, 2024	September 25, 2024
October 10, 2024	October 25, 2024
November 8, 2024	November 25, 2024
December 10, 2024	December 23, 2024
January 10, 2025	January 24, 2025
February 10, 2025	February 25, 2025
March 10, 2025	March 25, 2025
April 10, 2025	April 25, 2025
May 9, 2025	May 23, 2025
June 10, 2025	June 25, 2025
July 10, 2025	July 25, 2025
August 8, 2025	August 25, 2025

3. Extra Assignment Pay - Extra Assignment pay shall be added to the employee's salary and shall be paid in the paycheck each pay period.
 4. Longevity Benefit: For certified staff who have been in the district for 15 years, in their 16th year of service to the district in a certified capacity, that certified staff member shall receive an increase to salary of 0.75% of the base salary. In the 26th year of service the certified staff member shall receive an increase to salary of 1.25% of the base salary.
For certified staff members who have been in the district between years 16 and 24, they shall receive an increase in salary for the 23-24 school year of 0.75% of the base salary.
certified staff members with 26 or more years of service to the district, they shall receive an increase in salary of for the 23-24 school year of 1.25% of the base salary.
- F. Mileage - Employees shall receive mileage at the state rate for approved school travel in their own automobile.
- G. Experience Credit - The employee may be allowed up to ten years for outside experience. Additionally, the Board may consider up to five more years of prior teaching experience but will confer with the MEA executive counsel. In the event that the Board determines and documents that even through additional recruitment efforts, the District will be unable to find a suitable certified teacher who will accept employment based on their proper placement on the Hiring Schedule and that the District will therefore be unable to staff its program offering without giving additional prior experience credit, it shall be allowed to use up to five years of teaching experience over and above the ten years allowed in the preceding phrases.
Provided, however, prior to entering into the contractual relationship, the MEA will be notified and will have one hour to review the basis for the Superintendent's recommendation to the Board.
- H. The Miller School District has established a tuition payment fund in order to make monies available for renewal or graduate credit. The amount of the fund will be set at \$5,000.00 each fiscal year but shall not exceed that amount. Payment from the fund will be limited to three or fewer credits per year. Maximum credit amount will be set by the current dollar amount equal to one graduate credit set by the South Dakota state university system. Payment must match the number of credits completed by the applicant, but payment will never be greater than the amount equal to three credits.
In order to receive any funding or payment from this fund, certified teachers must meet the following guidelines:
 1. Teachers must be certified by the state of South Dakota and hold a valid South Dakota teaching certificate.
 2. Complete a pre-approval form from the Miller School District.
 3. Teachers may apply for up to three credits per year.Upon passing the class, credit reimbursement will be limited to cost of credit(s) as stated in Paragraph A.
- I. Longevity Benefit: For certified staff who have been in the district for 15 years, in their 16th year of service to the district in a certified capacity, that certified staff member shall receive an increase to salary of 0.75% of the base salary. In the 26th year of service the certified staff member shall receive an increase to salary of 1.25% of the base salary.
For certified staff members who have been in the district between years 16 and 24, they shall receive an increase in salary for the 23-24 school year of 0.75% of the base salary.
certified staff members with 26 or more years of service to the district, they shall receive an increase in salary of for the 23-24 school year of 1.25% of the base salary.
- J. The school district contribution of \$675.00 on all levels of insurance. The Miller School Board School Board will provide the MEA the opportunity to give recommendations concerning health care providers and plans that the Board will offer for health care coverage. However, the Board will make the final decision on what provider and plans will be used for the forthcoming school year.

- K. Association Rights - The Association shall be granted the right to the following:
1. The use of school buildings for meetings;
 2. The use of employee mailboxes, inter-school mail, and school bulletin boards for the purpose of internal communications;
 3. The use of school equipment, e.g. typewriters and duplicating machines at association expense.

L. Teacher Transfer Policy

1. The superintendent will notify all employees of job postings via email before posting publicly.
2. Any teacher who desires a transfer in assignment should request such a transfer in writing to the principal with a copy to the superintendent. Every effort will be made to honor this request.

If a change of assignment is deemed necessary by the Board, then the new assignment will be as nearly similar to the desired assignment as possible. The teacher's contract will stipulate the area of certification for which the teacher is employed.

Professional personnel will be assigned on the basis of their qualifications and the needs of the school district.

The assignment and transfer of teachers to positions in other schools of the district or within the teacher's assigned school will be made by the superintendent giving consideration to the following criteria as well as any criteria listed in the District's Negotiated Agreement, if any.

- a. The contribution that the teacher would make to students in the new assignment.
- b. The qualifications of the teacher as compared to those of other candidates for the position to be filled.
- c. The opportunity for professional growth.
- d. The desire of the teacher regarding the new assignment.
- e. The length of service in the school district.
- f. The availability of a qualified replacement for the position vacated by the transferring teacher.

M. Early Dismissal for Higher Education

The school shall provide employees who wish to continue their higher education with the opportunity for early dismissal.

The premise being:

1. If the employee leaves at the time of student dismissal they shall not be reduced in pay; if pay must be reduced because of earlier employee dismissal, withholding will be based upon the applicable substitute pay scale.
2. The administration shall make every effort to release employees to higher education because of the emphasis of quality teachers in our system; however, the administration reserves the right to decline such a request based on circumstances.
3. The Miller School District has established a tuition payment fund in order to make monies available for renewal or graduate credit. The amount of the fund will be set at \$5,000.00 each fiscal year but shall not exceed that amount. Payment from the fund will be limited to three or fewer credits per year. Maximum credit amount will be set by the current dollar amount equal to one graduate credit set by the South Dakota state university system. Payment must match the number of credits completed by the applicant, but payment will

never be greater than the amount equal to three credits.

In order to receive any funding or payment from this fund, certified teachers must meet the following guidelines:

- a. Teachers must be certified by the state of South Dakota and hold a valid South Dakota teaching certificate.
- b. Complete a pre-approval form from the Miller School District.
- c. Teachers may apply for up to three credits per year.
- d. Upon passing the class, credit reimbursement will be limited to cost of credit(s) as stated in Paragraph A

N. Resignation of Professional Staff Members

Should a certified staff member resign at a time other than that of contract renewal (i.e., by the contract return date as stated on the contract), Board approval will be required to dissolve the contract. Board approval does not constitute mutual agreement to terminate the contract unless a provision below is applicable and the Board approves the resignation request.

1. If a resignation is submitted after the teacher has signed a contract for the ensuing school year and liquidated damages not waived pursuant to C. below, the Board will accept the resignation of a professional staff member and assess liquidated damages as follows:
 - a. \$750.00 between May 20 and June 19, inclusive;
 - b. \$1,000.00 between June 20th and July 19th, inclusive;
 - c. \$2,000.00 on July 20th until the first day of school, inclusive;
 - d. \$3,000.00 on and after the first day of the teacher's contractual obligations for the school year have commenced.
2. Pursuant to SDCL 53-9-5, the amount identified as liquidated damages are presumed to be the damage for breach of an obligation where it is impractical or extremely difficult to fix actual damage and is not meant to be nor construed as a penalty.
3. Both parties to the employment contract, the teacher and the Board of Education, recognize and acknowledge their respective obligations to fulfill their contractual responsibilities once the parties have entered into the employment relationship. It is therefore the policy of the Board of Education, that if a teacher resigns after having entered into an employment contract with the District for any reason other than illness of employee, spouse or children (on doctor's recommendation), the Board of Education shall, pursuant to SDCL 13-42-9, request the Secretary of the Department of Education to suspend the teacher's certificate for a period of one year for breaking or jumping a contract.
4. For any employee who informs the Superintendent of their plan to retire through a letter of resignation by January 8th of their retirement year, they will receive a \$500.00 stipend. If the employee reapplies to a position, they will repay the district the \$500.00.

O. Leaves

1. Sick Leave (Annual)

- a. Ten (10) days per year cumulative to ninety (90) days. Sick leave shall be interpreted to mean personal illness or illness or death in the immediate family or household. The immediate family for purposes of this Article shall include: parents, spouse, children, siblings, and legal guardians. Accrued sick leave days will not hold any cash value.
- b. Medical verification of illness may be required by the Superintendent of Schools after the second day of absence.
- c. Any leave used which is not authorized as provided herein, will be deducted from the next paycheck at the rate of 1/171 of the contract amount, subject to and in addition to, any other appropriate action.

- d. The Business Manager will provide the MEA president one (1) composite copy of the certified employees unused sick leave as of June 30 of the current year.
- e. Sick leave will be adjusted to reflect the actual school day length on shortened scheduled school days.

2. Sick Leave Bank

- a. There shall be created a sick leave bank to which each employee may voluntarily donate one (1) day of sick leave at the beginning of each school term from the ten (10) days of sick leave provided in this agreement.

Any employee, upon retiring, may donate a maximum of ten (10) of their accumulated days to the sick leave bank.

Such donation of days will be waived in any year in which there is a balance of 150 or more days in the sick leave bank prior to the first employment day of the contract.

Employees

shall be notified of the number of sick leave days in the bank at the start of each school year. No more days will be added to this maximum until the bank is depleted to one hundred (100) days or less, except for new employees. A person withdrawing from membership in the bank will not be able to withdraw contributed days.

- b. The following conditions shall control the operation of the sick leave bank and the right of employees to utilize the bank:

(1) The sick leave bank shall be used only for an extended illness or disability of the employee or an extended illness or disability of the employee's children and/or spouse who live in the immediate household.

(2) An employee must have exhausted all individual accumulated sick leave days, emergency leave, and personal leave days.

(3) An employee who qualifies may draw from the bank up to twenty (20) days. If an employee has exhausted all twenty (20) days from the sick bank, ten (10) additional days may be used for the same illness or disability of the employee at full pay minus the prevailing substitute pay.

(4) The employee shall not have to pay back in any manner the number of days borrowed from the bank.

- c. The administration will oversee the usage of the sick bank. If a challenge should arise because of an administrative denial, a committee consisting of a school board member, the superintendent, the building principal, an MEA representative, and the employee in question will be formed to handle said challenge.

Deadline for sick-leave bank enrollment is September 1st of each year or one month after hire, whichever is later in the academic year.

All requests for use of sick-leave bank must be submitted in writing to the administration. Request for use of bank days must be accompanied by a letter from the attending physician stating that extended illness or disability of the employee, employee's children and or spouse who live in the immediate household.

3. Sick Leave Reimbursement

- a. Continuing contracted teachers who are retiring from the Miller School District in good standing will be paid \$10.00 per day of unused sick leave.

4. Short Leaves to Serve on Juries, National Guard Duty, and as Consultants, Judges, or Sport Official

- a. When a school employee is summoned to serve on a jury, or National Guard Duty, he/she shall be entitled to receive his/her regular salary from the County or Federal Government while so absent and without loss of any leave credits.
 - b. It is suggested that any school employee summoned either as a witness, juror, or National Guard duty notify the Superintendent at once so that all necessary work arrangements can be made immediately.
 - c. An employee asked to serve as consultant, judge or sports official while school is in session shall make a request to the superintendent. If permission is granted and the employee is to be reimbursed for his/her services, he/she shall make a choice of whether or not to receive his/her regular salary or the gratuity for his/her services. If he/she chooses to accept the regular salary, the gratuity shall be given to the school district and deposited in the General Fund.
5. **Personal Leave**
Each employee will be granted three (3) personal leave days to be used without any deduction in pay. Compensation for unused personal days - Certified employees will be reimbursed on the basis of a substitute teacher pay per day.
6. **Leave of Absence** - A leave of absence of up to one (1) year without pay may be granted to any employee who has reasonable need for such leave, including educational advancement. Employees on leave may continue group insurance at their own expense if permitted by the insurer. A teacher returning from leave will be reinstated into a teaching position at the same salary with the district.
7. **Bereavement Leave** - Employees may obtain bereavement leave upon the death of a family member. This leave is to consist of up to three (3) 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 family would come under the realm of personal leave. Additional days are to be deducted according to the length of contract. Family includes parents of both, spouse, child (including miscarriages), stepchildren, stepparents, children's spouses, siblings, sibling's spouses of both, grandparents of both, grandchildren, aunts, and uncles of both.

P. **Reduction in Force**

If any reduction in personnel is necessary, an effort will be made to effect the reduction at the grade level and /or subject area most affected by the reduction in students. (No teacher will be included in or affected by a reduction in force during the regular academic term). Other factors that will be considered are: (1) the amount of seniority; (2) the amount and appropriateness of educational training; (3) continuing contract status; (4) certification; (5) program elimination; (6) financial condition of the district; (7) federal mandate; and (8) evaluation records. In making staff reduction the Board of Education will follow the applicable provisions of the South Dakota statutes in that regard.

Any teacher laid off pursuant to this policy shall be offered any vacancy for which they are certified which occurs prior to the commencement of the ensuing school year. Any employee laid off pursuant to this policy shall be eligible for recall to any position for which he/she is certified and recommended by the principal and personnel committee at the time of lay-off for a period of two calendar years following the effective date of lay-off, any such recall to be in inverse order of the lay-off.

Recall privileges cease when the staff member voluntarily resigns. Recall privileges will also cease if, upon being recalled, the staff member fails to report within twenty (20) calendar days of written notification of the recall. Such notice shall be sent by certified mail to the last address furnished to the Superintendent by the staff member, and the twenty (20) day period shall commence to run on the date the notice is mailed. Recall privileges will not apply to teachers under contract with another district, unless that recall is for an anticipated position in the ensuing year.

Teachers terminated under this policy are entitled to preferential treatment for "substitute teaching" upon notifying the Board of a desire to be placed on the list of substitute teachers.

Q. Grievance Procedure

1. Definitions

- a. A "grievance" is a complaint by a teacher or group of teachers based upon an alleged violation, misinterpretation, or inequitable application of any existing policies, rules, or regulations of the school district.
- b. The term "teacher" except where otherwise indicated is considered to apply to any certified 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 used in the grievance policy shall mean calendar days when school is in session a full day.
- f. "Association" shall mean the Miller Education Association.

"The Board" shall mean the Board of Education of the Miller School District.

2. Principles

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems 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 appropriate representative of the association at any time.
- d. Any certified employee or group of employees has the right at any time to present any grievance to such persons or board through such channels as are designated for the purpose.

3. Structure

- a. The Association shall designate school representatives for each school chosen in such a manner as may be determined by the Association.
- b. The Association shall maintain a grievance committee which may be broadly representative of teaching levels and areas and shall be constituted in such a manner as may be determined by the Association.

4. 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 limits 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 year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year.

- c. It is required that a teacher file a grievance within thirty (30) days after the teacher knew or should have known of the alleged violation.

_____ , date the teacher should have known the alleged violation.

5. 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.
- _____ , date grievance was filed.
- b. If after such discussion, the teacher is not satisfied with the disposition of the matter, he/she shall have the right to have the Association school representative assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator or supervisor.

6. Formal Procedures

a. Level One: School Principal

- (1) 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.
- _____ , date of Formal written grievance to principal.
- (2) The principal shall, within five (5) days, render his/her decision and its rationale in writing to the aggrieved person, with a copy to the Association school representative for his/her file.
- _____ , date of principal's written decision.
- (3) The principal shall keep on file a statistical summary of the number and types of grievances processed, and to include individual names and details of the grievances.
- (4) A teacher who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator to whom he/she is directly responsible. Said administrator shall carry out the aforementioned responsibility to the principal.

b. Level Two: Superintendent

- (1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within eight (8) days after presentation of the grievance in writing, he/she may file the formal written grievance with the superintendent.
- _____ , date of Formal written grievance to superintendent.
- (2) The superintendent of schools or his/her representative shall act for the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written appeal for a hearing by the superintendent, the superintendent shall meet with the aggrieved person and with representatives of their choosing for the purpose of resolving the grievance and receiving the report of the committee. A full record of such hearings shall be kept by the superintendent and made available to the parties in interest upon written request and assurance of confidence.
- _____ , date of superintendent's meeting with aggrieved parties.
- The superintendent shall within five (5) days of the hearing submit the tentative decision, and its rationale in writing to the aggrieved person, with a copy to the committee.
- _____ , date of superintendent's written tentative decision.

c. Level Three: Board of Education

- (1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days after he/she has first met with the superintendent, he/she may file the grievance with the president of the Board of Education within the next ten (10) days and the Board shall consider the grievance at its next regular meeting.
- _____ , date of filing with the board of education.
- (2) After receiving the written appeal, the board may appoint a fact finder to review the grievance and its processing to this point and to report to the board prior to its meeting with the aggrieved person and his/her representatives for the purpose of resolving the grievance.

- d. These procedures shall not be construed so as to prevent any individual on his/her own initiative from exercising the procedural rights accorded to an Association.

7. Rights of Participation

- a. No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation. This applies to members and nonmembers of the Association.
- b. All parties in interest may be represented at all levels of the formal grievance procedure by persons of their own choosing.

8. Miscellaneous

- a. If, in the judgment of the committee, a grievance affects a group or class of teachers, the committee may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall begin at Level Two.
- b. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Paragraph 6 d. above.
- c. Forms for filing and processing grievances and other necessary documents shall be prepared by the superintendent and made available through principals, the Association school representatives, and the committee so as to facilitate operation of the grievance procedure.
- d. Nothing contained herein shall deprive any teacher, administrator, or board of any legal right.

P. Complaint Procedure Policy

This policy has been established to ensure that a citizen's complaint is given respectful attention and that the integrity of all concerned is upheld.

The term "complaint" in this policy is restricted in meaning to that criticism of particular school employees, by a citizen of Miller School District, which includes and/or implies a demand for action by school authorities.

1. Oral Complaint

- a. A complaint which comes first to the employee against whom it is directed shall be listened to courteously. The employee shall try to resolve the difficulty by explaining the background and educational purposes involved. The employee shall refer the complaint to the principal if the complainant remains unsatisfied. Complaints terminated on this level shall be logged on the employee's contact log.
- b. A complaint which comes first to the principal or superintendent shall be listened to courteously. There shall be no commitments, admissions of guilt, or threats. A complaint which involves a particular employee shall be referred to the employee immediately by the principal or superintendent. A conference shall be recommended between the complainant(s) and the employee criticized. If the complainant has already conferred with the employee criticized and remains unsatisfied, the principal or superintendent will immediately invite the complainant to file his/her complaint in writing and provide the complainant with the appropriate form; FORM (1), together with a complete copy of the District's complaint policy.
- c. Any other school employee or Board of Education member who receives a complaint shall refer the complainant to the employee criticized. The procedure in paragraph one shall then be followed.
- d. No further action shall be taken unless the complainant submits a written record. Efforts to

improve the school operation shall continue.

2. Written Complaint FORM (1)

- a. A copy of the written complaint shall be given to the employee criticized. A written reply from the employee will be required. (FORM 1) The criticized employee shall have the right to counsel. NOTE: (All persons involved must treat the written complaint and response as confidential material).
- b. The principal and/or superintendent shall schedule a conference with the complainant, the criticized employee, and other personnel selected by either the administrator or the criticized employee who could contribute to settling the problem.
- c. If the complaint is settled to the mutual satisfaction of all parties involved, in step 2, a written statement FORM (3) outlining how the complaint was resolved will be drawn up by the administrator involved. A copy of the complaint, the criticized employee's response, and the written statement outlining how the complaint was resolved will be placed in the District's "Complaint File".

3. Board of Education Action

The Board will consider hearing the complaints only when the complaints cannot be resolved by the administrator and employee involved. Matters referred to the Board must be in writing and be specific in the terms of the complaint and action desired.

- a. The Board will only consider or act on complaints that have been explored and processed in accordance with this procedure by the appropriate administrative level.
- b. When the Board considers complaints it shall do so in executive session in the presence of the complainant(s) and the employee against whom the complaint has been raised.

All parties to such executive sessions shall have the right to the representative of their choosing, the right to present evidence, and the right to cross-examine the witnesses.

The Board shall conduct the meeting(s) in a fair and just manner. Hearsay evidence shall be discounted by the Board in such proceedings.

The Board has the right to request a disinterested third party to act as a hearing officer to help the Board reach a mutually satisfactory solution.

4. Written Solution - FORM (3)

Solution on any level of the Complaint shall be logged on FORM (3). NOTE: (All persons involved must treat the completed form as confidential material).

EXHIBIT #3
GRIEVANCE PROCEDURE POLICY
INFORMAL PROCEDURE

(Name or Names)
verbally or in writing (specify) requested an audience with his or her immediate supervisor
for the purpose of discussing the following:

List:

The aforementioned meeting was held on _____ at _____.

Both parties please sign that the meeting was held. This does not mean settlement or agreement was reached.

Instructor

Supervisor or Administrator

**GRIEVANCE PROCEDURE POLICY
FORMAL PROCEDURE**

Level I

1. Attach proof of informal meeting.
2. Complete the following request for Level I proceedings.
 - A. Attach a copy of written Grievance
 - B. Date of filing _____.
 - C. Aggrieved party _____.
 - D. Date of principal's decision _____.
 - E. Attach a copy of the principal's decision (within five (5) days of 2B).

GRIEVANCE PROCEDURE POLICY

FORMAL PROCEDURE

Level II

Superintendent of Schools

- | | |
|----------------------------------|--|
| 1. _____
(Date) | Date of filing |
| 2. _____
(Date) | Grievance received by committee |
| 3. _____
(Date) | Aggrieved notified that he or she may meet with the committee |
| 4. _____
(Date) | The committee informs the aggrieved in writing on the opinion of the merits of the grievance |
| 5. _____
(Date) | Aggrieved notified in writing stating he or she wants a hearing with the superintendent |
| 6. _____
(Date) | Committee forwarded this request to the superintendent |
| 7. _____
(Date) | Meeting between aggrieved and representatives and the superintendent |
| 8. Attach copy of minutes of #7. | |
| 9. _____
(Date) | Superintendent in writing informed the aggrieved and the committee of his decision |

All of the above steps to be within the time frame of the Grievance Procedure Policy.

GRIEVANCE PROCEDURE POLICY

FORMAL PROCEDURE

Level III

1. _____
(Date)
2. _____
(Date)
3. _____
(Date)

School Board

- Aggrieved filed grievance with the association's committee
- Committee chairman delivered grievance to School Board for consideration
- School Board rendered decision in writing

EXHIBIT #4

FORM (1)
MILLER SCHOOL DISTRICT #29-4
COMPLAINT CONCERNING SCHOOL PERSONNEL FORM
(SEE CONFIDENTIALITY NOTE AT END OF FORM)

Answer all questions. If a question is not applicable, state such.

Please print or type.

FULL NAME _____ DATE _____

ADDRESS _____ TELEPHONE _____

Complainant Represents:

Himself/Herself _____

Others (Please Identify) _____

Organization (Please Identify) _____

What specific actions, statements, or negligence do you object to:

When, and how often, do you believe these have occurred:

How and on what evidence did you learn of the situation?

What action do you feel should be taken to correct the situation?

Comments:

Signed _____

NOTE: This form, when completed, is confidential and must not be reproduced or copied for any reason other than stated in this procedure.

FORM (2) - EMPLOYEE RESPONSE
MILLER SCHOOL DISTRICT #29-4
COMPLAINT CONCERNING SCHOOL PERSONNEL
(SEE CONFIDENTIALITY NOTE AT END OF FORM)

Response of Employee Complaint Against:

Date/Time contacted about complaint: (Please describe)

Employee's Response to Complaint:

Supporting Evidence or Witnesses:

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

Employee's Signature _____
Date _____

NOTE: This form when completed is confidential and must not be reproduced or copied for any reason other than stated in this procedure.

FORM (3) - ADMINISTRATOR/BOARD RECOMMENDATION
MILLER SCHOOL DISTRICT #29-4
COMPLAINT CONCERNING SCHOOL PERSONNEL
(SEE CONFIDENTIALITY NOTE AT END OF FORM)

Recommendation

_____ It is recommended that no record be made and no further action be taken.

_____ It is recommended that a record be kept but no further action be taken regarding this complaint.

_____ It is recommended that the following action be taken:

Signature of administrator or Board President _____

The above recommendation resolved my complaint in regard to this matter.

Complainant Signature _____ Date _____

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

Employee Signature _____ Date _____

NOTE: This form when completed is confidential and must not be reproduced or copied for any reason other than stated in this procedure.

4.5% to all certified contracts returning for the 2024-2025 school year.
The base salary will be set at \$46,250.00.

Miller School District

2024-2025 Certified Hiring Schedule

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45
0	\$46,250	\$46,550	\$46,850	\$47,150	\$47,650	\$48,150	\$48,650	\$49,150
1	\$46,850	\$47,150	\$47,450	\$47,750	\$48,250	\$48,750	\$49,250	\$49,750
2	\$47,250	\$47,550	\$47,850	\$48,150	\$49,650	\$49,150	\$49,650	\$50,150
3	\$47,650	\$47,950	\$48,250	\$48,550	\$49,050	\$49,550	\$50,050	\$50,550
4	\$48,050	\$48,350	\$48,650	\$48,950	\$49,450	\$49,950	\$50,450	\$50,950
5	\$48,450	\$48,750	\$49,050	\$49,350	\$49,850	\$50,350	\$50,850	\$51,350
6	\$48,850	\$49,150	\$49,450	\$49,750	\$50,250	\$50,750	\$51,250	\$51,750
7	\$49,250	\$49,550	\$49,850	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150
8	\$49,650	\$49,950	\$50,250	\$50,550	\$51,050	\$51,550	\$52,050	\$52,550
9	\$50,050	\$50,350	\$50,650	\$50,950	\$51,450	\$51,950	\$52,450	\$52,950
10	\$50,450	\$50,750	\$51,050	\$51,350	\$51,850	\$52,350	\$52,850	\$53,350
11	\$50,850	\$51,150	\$51,450	\$51,750	\$52,250	\$52,750	\$53,250	\$53,750
12	\$51,250	\$51,550	\$51,850	\$52,150	\$52,650	\$53,150	\$53,650	\$54,150
13	\$51,650	\$51,950	\$52,250	\$52,550	\$53,050	\$53,550	\$54,050	\$54,550
14	\$52,050	\$52,350	\$52,650	\$52,950	\$53,450	\$53,950	\$54,450	\$54,950
15	\$52,450	\$52,750	\$53,050	\$53,350	\$53,850	\$54,350	\$54,850	\$55,350

1. Sick Leave - Ten (10) days per year cumulative to ninety (90) days. Accrued sick leave days will not hold any cash value.
2. Each employee will be granted three (3) personal leave days to be used without any deduction in pay.
3. Prior Experience – up to ten (10) years allowed for outside experience as per Item V. G. (p.9) of Negotiated Agreement.
4. The beginning wage of a B.A. degree is considered Base Salary.
5. All factors are to be based on Base Salary of \$44,450.00. \$46,250
6. (a) A teacher obtaining a higher level of training based on the hiring schedule lane changes prior to the forthcoming school term will have an increase of salary of \$664.00 if within the bachelors' degree.
 (b) A teacher obtaining a higher level of training based on the hiring schedule prior to the forthcoming school term will have an increase of salary of \$1,400.00 if within the master's degree.
 (c) B.A.+15; B.A.+30; B.A.+45; M.A.; M.A.+15; M.A.+30 and M.A.+45 – Minimum of twelve (12) graduate hours. All fifteen (15) hours must be obtained after completion of degree and in the ten (10) years prior to the forthcoming school term.
 (d) To advance based on a higher level of training, the business manager must be notified in writing no later than August 30th of the fiscal year of advancement.
7. Extended contract pay will be determined on the basis of a forty (40) hour week being equal to 1/171 of a school year multiplied by 5.
8. 1/171 of annual salary will be deducted from monthly check for each day of unnecessary absence.
(See Negotiated Agreement)

9. The school year will be a 171 Contracted Days:
10. Rural school teaching assignment stipend: 8% of the base salary.
11. Ticket Selling/Taking and/or Supervision. All staff assigned to two (2) ticket selling/taking shall receive a family activity pass and \$20.00 per event. Family members eligible for the pass shall be defined as a spouse and high school/elementary school children living in the employee's household. Thereafter, additional ticket selling/taking and/or supervision will be assigned to volunteers at minimum wage per hour per event to be paid upon submission of a voucher and if not enough people volunteer, then additional people would be assigned by the MEA and Administration.
12. Teachers required to perform administratively approved and unique school related work beyond the school day and normal course of activities shall be compensated at an hourly rate of \$30.00.
13. Certified staff members who substitute for fellow certified staff members during the school day shall receive payment \$5.00 for every 10 minutes spent substituting
- 14 Health Insurance - The District shall contribute \$675.00 on all levels of insurance. The Miller School Board School Board will provide the MEA the opportunity to give recommendations concerning health care providers and plans that the Board will offer for health care coverage. However, the Board will make the final decision on what provider and plans will be used for the forthcoming school year.
15. The gym user fee will be waived for certified employees personal use.
16. First-year teachers will receive \$60.00 for the ½ day new staff training (August 16th, 2024) to be paid in the regular September payroll.
17. Teachers will receive payments for other duties as follows: \$175.00 for Leadership Committee Chairperson; \$150.00 for Leadership Committee; \$1,250.00 for Webmaster; \$200.00 for SAT Team. Teachers will be paid for these duties if they meet.
18. All elementary staff will have lunch duty. The school year will be divided up by the number teachers/staff available for the elementary school. Each teacher/staff member will have an equal number of days to supervise for lunch duty. The teacher/ staff member will receive a stipend for serving in the capacity at \$5.00 per event in addition to their contract.

19 . All factors are to be based on the base salary: \$46,250

<u>ATHLETICS</u>		Cheerleader Coach/Coordinator:
Asst. Athletic Director	.019	Football \$500.00
Head Football	.127	Basketball \$750.00
Asst. Football	.070	Wrestling \$500.00
Head 7 & 8 Football	.069	
Asst. 7 & 8 Football	.047	
Cross Country	.127	<u>Golf</u> .127
Asst. Cross Country	.070	Asst. Golf .070
Head Girls BB	.127	Annual (Jr./Sr. High) .053
Asst. Girls BB	.070	Annual (Elem.) .020
Head 7 & 8 Girls BB	.069	
Asst. 7 & 8 Girls BB	.047	
Head Boys BB	.127	<u>DECLAM/DRAMA</u>
Asst. Boys BB	.070	Oral Interp. .042
Head 7 & 8 Boys BB	.069	Contest Play .042
Asst. 7 & 8 Boys BB	.047	Spring Play (each x2) .021
Head Volleyball	.127	
Asst. Volleyball	.070	
Head 7 & 8 Volleyball	.069	Vo Agriculture (FFA) .092
Asst. 7 & 8 Volleyball	.047	Home Economics (FCCLA) .092
Head Wrestling	.127	<u>MUSIC DEPARTMENT</u>
Asst. Wrestling	.070	Instrumental Music .210
Head 7 & 8 Wrestling	.069	Asst. Instrumental Music .120
Asst. 7 & 8 Wrestling	.047	Vocal Music .074
Head Track	.127	Asst. Vocal Music .035
Asst. Track	.070	
Head 7 & 8 Track	.069	Prom Advisor .020
Asst. 7 & 8 Track	.047	Senior Class Advisor .020
		EL Coordinator .092
		Robotics Director .020
		Robotics Assistant .015
		Honor Society coordinator .010
		Concession Stand Advisor .092
		Assigned Lunchroom supervisor may eat lunch at no charge.

23. Mentor Program – First year teachers may participate in the Miller School District mentorship program. Second year teachers may participate in the program based on Principal recommendation only. After the completion of the program, approval by the supervising building principal, and the submission of a voucher to the business office prior to May 1st of the current school year, the District will pay both the mentor and mentee \$500.00 each.

CERTIFIED PERSONNEL CONTRACT

MILLER SCHOOL DISTRICT 29-4

This contract and agreement offered the _____ shall become a binding contract when signed by the employee and the authorized officials of the school district. This contract is entered into by and between the Miller School District #29-4 and _____.

That the said employee hereby agrees and contracts to act as a teacher in compliance with the Department of Education certification rules- _____ - in the schools of said district for the 2024-2025 school term beginning on or about August 15th, 2024, and for a total of 171 days and as determined by the negotiated agreement.

That the said employee hereby agrees to perform the duties as assigned according to terms of this contract and according to the rules of the State Board of Education, the statutes of the State of South Dakota and the rules, regulations, and policies adopted by the school district.

It is hereby agreed that this contract may be terminated by the mutual consent of the contracting parties or by the statutory provisions of the laws of South Dakota.

In consideration of the services performed by said person, the school district hereby agrees to pay the gross \$_____ in 24 equal semimonthly installments of \$_____ less deductions starting on or before September 10th for such services as herein set forth on a semi-monthly basis as provided in school district policy.

I wish to be paid over (9) months for work performed during the 2024-2025 school year _____ (initial)
or

I wish to be paid over (12) months for work performed during the 2024-2025 school year _____ (initial)

THIS CONTRACT MUST BE SIGNED AND RETURNED TO THE OFFICE OF THE BUSINESS MANAGER ON OR BEFORE 2:00 P.M. ON JUNE 30, 2024.

I understand that pursuant to IRS rules that after I sign this document, I cannot change the manner of payment until the next school year.

(NAME)

NATALIE BERTSCH

SARA GATES

EMPLOYEE

BOARD PRESIDENT

BUSINESS MANAGER

DATE RECEIVED IN OFFICE

MILLER SCHOOL DISTRICT #29-4

**USE OF ALCOHOL, DRUGS, AND CONTROLLED SUBSTANCES
BY EMPLOYEES
(DRUG FREE WORKPLACE)**

Student and employee safety is a paramount concern to the School Board. Employees under the influence of alcohol, drugs, or controlled substances are a serious risk to themselves, to students, and to other employees. Therefore, the School Board will not tolerate the unlawful manufacture, use, possession, sale, distribution or being under the influence of drugs or controlled substances. Nor will the board tolerate the unlawful use of, or being under the influence of, alcohol by an on-duty employee. Any employee who violates this policy will be subject to disciplinary action which may include dismissal. Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the superintendent any criminal drug statute convictions for a violation occurring in or on the premises of this school district, or while engaged in regular employment. Such notification must be made by the employee to the superintendent no later than five days after conviction. Within ten (10) days after the Superintendent receives notification in any school district receiving direct federal aid the Superintendent will report the violation to the United States Department of Education and in all cases report the violation to the State Superintendent.

Thirty days after receipt of information concerning a violation of this policy the district will take appropriate action which may include termination of employment or may require the employee to participate in drug abuse assistance or rehabilitation programs.

All employees will attend a district drug-free awareness program at which employees will be informed about dangers of drug abuse in the workplace; this policy maintaining a drug-free workplace; available drug counseling; rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

The school board recognizes that employees who have a drug abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be referred to a treatment facility or agency in the community if such a facility or agency is available.

When a staff member has consumed and is impaired by alcoholic beverages or illegal drugs off of school property and/or before a school activity, the staff member will not be allowed on school property or to participate in school activities. Staff members who violate this regulation will be subject to the same penalties as for possession or consumption on school property.

The School Board hereby commits itself to a continuing good faith effort to maintain a drug-free workplace.

A copy of this policy shall be given to all present and future employees.

(Adoption Date) October 8, 1990

LEGAL REF: Public Law 100-690