

# **Certified Staff Agreement**

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**I. NEGOTIATION POLICY**

## **A. Recognition/Representation**

The School Board shall comply with statutes for negotiation included in SDCL 3-18. Any certified employee organization recognized for negotiations shall comply with the same statutes. (2005)

In accordance with SDCL the Mobridge-Pollock Education Association is presently recognized as the exclusive representative in negotiations for all full and part-time employees of the Mobridge-Pollock School District #62-6 excluding administrators. All new salaries, exclusive of administrative salaries, will be negotiated with the MPEA. (1991), (1992), (1994), (1997), (2005), (2008)

The presently recognized representative may be challenged in accordance with SDCL 3-18-5.

## **B. PRE-NEGOTIATIONS**

The Board and Association shall agree on a date to exchange a list of proposals they believe need to be negotiated. (1992), (1997)

## **C. Ground Rules for Negotiations**

1. The Board and Association shall agree on a date to exchange proposals. New proposals may be added only by mutual consent of both parties. It is the intent of this ground rule for both parties to offer complete packages at the agreed upon date.
2. Meeting dates shall be by mutual agreement and shall be established prior to the conclusion of each meeting.
3. Tentative agreements shall be dated and initiated by representatives of the Association and Board.
4. The Board and Association agree to cooperate in collecting and sharing such information as is requested.
5. When a tentative agreement has been reached, both parties will commit themselves to securing ratification. (1981)
6. When an agreement is reached, it shall then be made in writing and submitted for consideration to the Board and the Association.
7. The Board and the Association shall issue press releases by mutual consent while negotiations between the two parties are in progress or the Board and the Association shall not release any information to the press until there is a final settlement or impasse is declared. (1998)

## **D. Negotiated Changes**

Negotiated policies may only be changed by the negotiation process. (1982)

## **II. MOBRIDGE-POLLOCK EDUCATION ASSOCIATION**

### **A. MPEA Dues Payroll Deduction**

The Board of Education shall issue to MPEA the payroll deduction withheld for dues in the month they were withheld. (1991)

### **B. Association Leave**

The school board will grant a total of seven individual workdays for association business and the teacher's association will reimburse the school district for substitute teacher pay for those days. The President of the Association shall make a request in writing for such leave. This request, addressed to the Superintendent, will be submitted at least five days prior to the teacher's absence. (1979), (1988)

## **III. POLICIES RELATING TO SALARIES**

### **A. Terms Definitions**

#### **1. Teaching Experience**

Teaching experience means actual teaching experience in an approved school. State accredited school systems shall be approved. Fractional years may be totaled to count as full years, and should the remaining fraction after totaling, exceed one-half, it will count as a full year. (1982) (1992)

#### **2. Credits**

Teachers employed may be allowed full experience credit on the hiring schedule for teaching experience. (1980)(2013)

Teachers who attain a Masters Degree in their field of specialty (Education) while employed by the Mobridge-Pollock School District will advance to the next level on the approved most recent Negotiated Hiring Schedule. (2014)(2016)(2022)

#### **3. Parent/Teacher Conferences**

When Parent/Teacher conferences are scheduled teachers will receive compensation time equal to the number of hours conferences are scheduled outside the regular school day. (1998) (2004)

#### **4. Pay Option**

Pay option - Staff members whose contracted employment approximates a nine month period may elect to be paid in nine monthly payments or twelve monthly payments. For those electing nine payments the ninth payment will be made on the 20th of May, provided the staff member has attained continuing contract status. (1982), (1991)

#### **5. Pay Periods**

Staff members whose contracted employment approximates a 10-month pay period may elect to be paid in 10 monthly payments or in 12 monthly payments. For those electing 10 monthly payments, the tenth payment will be made on the last workday for that member of the teaching staff or on the regular pay day for that month, which ever is later. (1986)

#### **6. Pay Day**

Payday during the fiscal year shall be the twentieth of each month or the nearest school/working day preceding the twentieth. During the summer months, payday shall be the twentieth of the month. Should the twentieth fall on Saturday, Sunday, or a national or state holiday, payday will be one day preceding. In no case will payday be later than the twentieth. Checks will not be issued early. (1982),(1997)

#### **7. Extra Contract Pay**

Staff members who receive extra contract pay may elect to be paid in nine monthly payments, twelve monthly payments or at the end of the season. Extra duty contracts will be issued per activity. (2008)

#### **8. Payment of Credit Hours**

All professional employees may receive tuition for college credit, up to but not to exceed \$100.00 per credit hour (2024), under the following conditions: 1. The Administration must make approval in advance of enrollment if the employee is to receive funding from the board. 2. The course work must be specific to the discipline being taught or needed for renewal by the instructor seeking payment. (2008) 3. Non-degree college courses will be accepted if courses are mandatory for school staffing requirements. (2007) 4. Payment will be made in the payroll following presentation of the college transcript by the professional employee. 5. Dual payment for college credit will not be approved. Each applicant for payment shall verify by a signed statement that no other payment for college credit will be received. (1987) (2002) 6. All applications for approval of payment for credit hours must be accompanied by a description/outline of the course being taken, number of credits being requested for reimbursement and proof of the cost of each credit hour.(2008) 7. When necessary to fulfill the contract of a certified employee, the district **may** provide reimbursement for a Praxis test that the employee is required to take.

## **9. In-service Monies**

The school term will be defined as student contact days. Pre-School term will be defined as non-student contact days. All required pre-school term days will be paid at extra-time hourly rate per hour. The adopted school calendar will reflect the beginning of the school term and any required pre-school term in-service days. (1998)

The Mobridge-Pollock School District will reimburse certified staff for the additional two days added to the school calendar/contract according to the daily pay per teacher on the 176-day calendar. (2005)

## **10. Contract Document**

The liquidated damage assessed to breach of contract shall be \$750.00 (June 1 to June 15); \$1,000 (June 16 to June 30); and \$2,000.00 (after June 30). (1998)(2016)(2021)

## **11. Salary/Benefits**

A professional employee holding a valid teaching certificate and employed at least half-time shall receive a salary to be determined by the percentage of working time and experience, and shall be paid benefits of sick leave, personal leave, and Health and Benefit Account entitlements at the same percentage. Retirement benefits must be paid as provided for by South Dakota Statute. (1987)(2016)

## **12. Leave Incentive Stipend**

Employees will receive a Leave Incentive Stipend of \$100 if they use only three (3) days of Personal Leave, Sick Leave, or Leave Without Pay categories (2008); a Leave Incentive Stipend of \$300 if they use only two (2) days of said leave category; and, a Leave Incentive Stipend of \$1000 if they use only one (1) day or less of said leave category. This initial investment plan will be capped at \$15,000 for the school district. If the initial investment is not enough to support the incentive, the incentive plan will be prorated based on the number of employees achieving the incentive. (2018)(2019) Stipends will be paid as part of the regular July payroll. To apply only to FTE certified employees. (1999), (2005)

## **B. Activities Director**

If a member of the certified teaching staff agrees to the assignment of Activities Director and the Board of Education has not made the position an administrative position, the Activities Director will receive two prep time periods per day in addition to the regular prep time that is allowed for class work. This position also receives an additional 26% of the base as extra-duty pay. (1996)(1997)(1998)(2005)(2016)(2022)

The amount of payment to be made would include the percentage in the negotiated agreement plus appropriate compensation will be based on the negotiated step divided by the number of in-session days scheduled in the school term divided by 6 (hours per day). (1991),(1997)(1998)

### **C. Deviation**

The Board may deviate from the pay schedule(s) when it deems it necessary to employ qualified employees. The local Association will be notified of any deviations from the pay schedule(s).

## **IV. SCHOOL YEAR**

### **A. School Hours**

Professional, certified staff are expected to work the appropriate number of hours to provide quality education within the context of their teaching assignment for any given year. Unless otherwise occupied with duty, all teachers that have a first period class or a class immediately following noon break shall be at their teaching station (room in which class is held) when the first class warning tone sounds. (1991), (1997), (2000)

All teachers will be in their respective buildings at 7:45 in the morning and will remain at the school until 4:00 pm with the exception of Fridays or the last day of the work week in which the teachers will remain in the school until 3:45 pm. (2016)

Any staff leaving the assigned building during school hours, excepting a lunch break, must sign out in the building principal's office. (1994), (1997)

Certified staff will be assigned one planning period per day with a maximum of four preparations per semester. Deviation from this will be by mutual consent between teacher and principal when warranted. (2009)

### **B. Teacher Checkout**

Teachers may check out on the last day of classes, provided that their work is completed and satisfactory arrangements have been made with their building principal. (1991)

### **C. Certified Staff Supervision**

Noon duty, recess duty and other supervisory duties to be performed by the certified staff during regular school hours will be assigned by the building principal. Supervisory duties will be assigned and explained at the beginning of each school term by the building principal. (1997)

#### **D. Professional Membership**

The District may reimburse staff who request professional membership to organizations. (2012)

### **V. BENEFITS**

#### **A. Employee Health and Welfare Benefit Account**

1. The school district shall cover, per one FTE, the single health premium for the \$2,500 deductible plan. (2007)(2018)(2021) This contribution shall be made on behalf of each eligible employee to the Association's Health and Welfare Benefit Account (hereinafter referred to as the Account.)

a. The Mobridge-Pollock School Board shall determine the Employee Health and Welfare Benefit Program (hereinafter referred to as the Program) to be provided by or through the Account to employees and their dependents. The School Board will appoint a committee that will work collaboratively with MPEA. The committee will be made up of 2 School Board Members, 3 MPEA Members, and the Superintendent. (2013)

b. The Employer shall make a payment of the total of the contribution specified to the Administrator of the Account, designated by the Association, no later than the last day prior to the beginning of the month for which coverage for employees under the Program is to be in effect. These monthly payments shall continue for the duration of this agreement between the School board and the Association.

c. Employees of the district shall apply their Health and Welfare Account dollars to the Group Insurance Plan. If the employee selects a plan at a lower cost than the negotiated benefit dollars, (i.e. - single plan) the remaining dollars shall go into other selected benefits. Effective May 1, 1993 renewal date of our current insurance contract; effective July 1, 1992 for new employees. (1992)

d. For those employees who opt out of receiving the negotiated dollar amount to go towards the Association's Health and Welfare Benefit

Account, the district will contribute \$200.00 per month (\$2,400 per year) per one FTE to the employee. (2013)(2016)(2017)(2018)

e. An employee that elects to drop employee health coverage shall do so via a written notice to the school district business manager. (1997)

f. The district will offer all FTE (full-time equivalent) employees a single coverage eye and dental insurance plan. (2006)

g. Retiring staff over the age of 55 may stay on Vision and Dental Insurance if they pay their own premiums. (2009)(2012)

h. The school district will contribute \$1000 initial investment towards any full time employee who participates in the High Deductible Health Plan, H S A Plan. This initial investment plan will be capped at \$5,000 for the school district. If we have more than 5 employees who choose this program, the initial investment will be prorated from the \$5,000 total with the initial investment never being less than \$750. The school district will continue to contribute the difference between the negotiated agreement that the district pays on one FTE each month and the high deductible plan.

2. Upon written notification from the employee the Employer shall deduct from the monthly paychecks of employees an amount designated by the employee for the employee contributions to the Account and shall forward the total of the amounts deducted to the Account Administrator at the same time as the payment required under subsection 1b above.

3. The Employer shall continue to provide the necessary employee information to the designated Administrator for the purpose of enrolling and maintaining employees in the Employee Health and Welfare Benefit program coverage and shall continue to provide the other necessary administrative functions currently performed.

4. The contributions made by the Employer to the Account on behalf of each employee shall begin with employment.

a. Employees who fulfill the terms of their employment contract for the full school year shall be considered employed under the terms of this Article through September 30 of the year in which their employment terminates. Since benefits commence on October 1 they will terminate on September 30.

b. Employees who resign during the school year shall be considered employed under the terms of this agreement through the day in which their resignation becomes effective.

c. Should an employee become disabled during the time school is not in session (June, July, and August) benefits will commence the first

day of school and continue through the day which his/her accumulated sick leave, sick leave bank, and personal leave are exhausted. Newly employed staff will not receive these benefits until they have completed one day of work.

5. If the Insurance provider does not provide open enrollment to all employees of the district, those ineligible must reapply yearly and show proof of acceptance/or denial to the school board by October 1 each year to be allowed to apply their benefit dollars to other selected benefits until they are accepted into the Group Health Plan. (1988), (1992), (1993)

## **B. Activity Tickets**

All employees will receive a Family Activity Ticket. (2011)

## **C. Supplemental Retirement Plan (SDRS-SRP) Roth 457**

Employees that have been employed by the Mobridge-Pollock School District for a minimum of nine years and have accumulated at least 90 days in their personal sick leave will be eligible to receive supplemental benefits. When an employee has reached their tenth year of employment and accumulated 90 days of personal sick leave, the employee will be paid a prorated amount up to \$80 per day for each unused day beyond 90 days to be placed in the South Dakota Retirement System – Supplemental Retirement Plan (SDRS – SRP) Roth 457. Employees receiving supplemental benefits for days beyond 90 days accumulated each year remain at 90 days accumulated at the start of the following school year.

The prorated amount to be paid towards a supplemental benefit package is determined by the number of employees participating in the program each year. The school district will secure \$15,000 annually from the school budget to be used towards this program.

All employees of the school district are encouraged to participate \$25.00 per month towards the SDRS – SRP.

## **D. Staff Lunch**

Staff members who eat lunch with students in the lunchroom, shall receive their lunch for free for up to five times per school year. (2024)

## **VI LEAVE OF ABSENCES**

### **A. Sick-Leave Plan**

Each employee shall receive ten sick-leave days that will be credited on the first day of the contract year. An employee may accumulate ninety days of sick leave. (1976)(2004)(2005)

An employee may take up to 20 days per year of accumulated sick leave to care for a member of his/her immediate family. (1978), (1985) (2004)

Sick leave in excess of 5 consecutive days or 5 consecutive half ( $\frac{1}{2}$ ) days will require a letter from the employee's physician or prior authorization from the superintendent. (2004)

Pregnancy shall be considered a physical disability. Sick leave will be granted upon certification by the teacher's physician that the physical condition is such that she is not able to perform duties according to her contract. (1974)(1997)

### **B. Sick-Leave Bank**

A voluntary sick-leave bank will be established under the following conditions:

1. Each participating employee contributes one day of sick leave per year to the bank, and may draw up to 50 days of sick leave per school year from the bank, provided the first 20 days of sick leave of that year has been covered by accumulated leave or absence without pay.
2. Deadline for sick-leave bank enrollment is September 1 of each year.
3. Administration of the program will be handled by the school business office.
4. All requests for use of sick-leave bank must be submitted in writing to the superintendent.
5. Each employee enrolling in the bank will donate one day of his/her sick leave to the bank each September 1 until September 1 contributions build the bank total to 100 or more days. No more days will be added to this maximum until the bank is depleted to 50 days except for new participants.
6. A person withdrawing from membership in the bank will not be able to withdraw contributed days.
7. A person will not be able to withdraw days from the bank until his/her own sick leave is depleted or they utilize the Maternity/Paternity Leave policy. (2018)
8. Persons withdrawing sick-leave days from the bank will not have to replace these days except as a regular contributing member to the bank.

9. Request for use of bank days must be accompanied by a letter from an attending physician stating that the employee is unable to perform his/her duties according to contractual obligations.
10. Consideration for use of the sick-leave bank for catastrophic illness of immediate family members can be presented to the Superintendent and/or the Board of Education for approval. (1990)
11. Consideration for use of the sick leave bank for catastrophic illness of a first year certified employee can be presented to the superintendent and/or the Board of Education for approval. (2018)
12. A letter from the employee's physician shall be submitted at the time the employee returns to work verifying permission to return to work. (1997)
13. At any time the sick bank falls below 50 days during the school year, members of the sick bank will be assessed a day during the school term. (2005)
14. Sick bank may be used for maternity purposes only when there are unusual complications stemming from the pregnancy. A doctor's note will be required stating that the mother requires additional days for her physical/mental health. (2005)
15. When a member of the sick bank has depleted his/her sick days and the member needs to contribute a sick bank day to the bank during the school term because it has fallen below 50 days, that member may receive a gift of a sick day from a fellow employee. (2005)
16. The sick bank for the certified staff and the sick bank for the support staff are one combined bank. (2005)
17. When a tenured employee retires/resigns from the district, that employee's unused sick days will be added to the district sick bank. (2006)
18. A person will not be able to withdraw days from the bank unless he/she is a contributing member of the bank. (2018)

### **C. Personal Leave/Extenuating Circumstance Leave**

If a teacher wishes to be absent for personal business, not to be construed as bereavement leave, a request must be made to the superintendent of schools, preferably not less than twenty-four hours before the time of departure.

Teachers will have non-certified substitute pay deducted from their gross salary per day of personal leave taken. (1991), (1992)

Up to four teachers may be granted personal leave before or after Thanksgiving, Christmas or Easter vacations at the discretion of the Superintendent of Schools. (1978), (1984), (1989), (1992)

Teachers will have a choice of Plan A, Plan B or Plan C for their Personal Leave at the end of each school year for the following school year.

Plan A: Staff are given 5 days of personal leave at the beginning of each school year. Staff may earn up to two paid personal leave days to replace two regular personal leave days by performing 16 hours of supervision duties at school

activities assigned by the superintendent. The use of earned personal days and the number of supervision duties will be compiled during the school year and may be used in place of regular personal leave. At the end of the year a final accounting will be made. If staff earns days of personal leave and chooses not to use them, they will be paid the equivalent of the cost of a substitute teacher for each day earned. The use of earned personal leave days will not affect the leave incentive. Credit for earned days will be given upon completion of supervision duties. (2008)(2012)(2019)

Plan B: Staff are given 1 day of personal leave at the beginning of each school year with no cost to take. Staff may earn up to two additional paid personal leave days by performing 16 hours of supervision duties at school activities assigned by the superintendent. The use of earned personal days and the number of supervision duties will be compiled during the school year and may be used in place of regular personal leave. At the end of the year a final accounting will be made. If staff earns days of personal leave and chooses not to use them, they will be paid the equivalent of the cost of a substitute teacher for each day earned. The use of earned personal leave days will not affect the leave incentive. Credit for earned days will be given upon completion of supervision duties. (2008)(2012)(2019)

Plan C: Staff are given 5 days of personal leave at the beginning of each school year. No supervision will be assigned to the staff member.(2021)

Teachers requiring additional days of absence will lose a day of pay for each day of absence due to personal business unless otherwise determined by the superintendent. (1972)

This deduction will be based on the individual's contract amount divided by the number of contract days. (1983) (2004)

Once personal leave has been exhausted, an employee may request in writing extenuating circumstance leave from the employee's supervising administrator. Each case shall be reviewed and acted upon on a case-by-case basis by the administrator. The employee will be responsible for paying the substitute teacher rate as negotiated for personal leave. (2003)

#### **D. Bereavement Leave**

Employees shall receive up to three (3) days of bereavement leave for each death of a relative or friend each school term. Additional days of bereavement leave may be granted for the death of immediate family members (spouse, in-law, parent, child, brother, sister). Approval shall be at the discretion of the school district superintendent. The school district shall pay the substitute's salary during the employee's absence if it is necessary to hire a substitute. (1998)(2021)

#### **E. Jury Duty/Military Leave**

Employees, when called for jury duty, shall serve unless dismissed by the court. The employee would be entitled to all expense reimbursement from such a service. Should jury also provide a daily salary or payment above expenses, this amount shall be deducted from employee's school salary. This section shall also pertain to military leave. (1991) (1993)(1997)

#### **F. Maternity/Paternity Leave**

Maternity/Paternity leave of absence to the end of the contract year will be granted to non-continuing contract full-time employees on written application to the Superintendent of Schools. Upon re-employment the employee may reapply for continuation of leave of absence. Total leave of absence may not exceed one calendar year.

Maternity/Paternity leave of absence for up to one year will be granted to continuing contract full-time employees on written application to the Superintendent of Schools. (1997) (2004) Such maternity/paternity leave of absence shall be without pay or sick leave.

Once a certified staff member has used all of their personal days, sick leave days, and maternity/paternity leave days (from sick bank) and they need to continue to be absent due to medical reasons, they will need to take leave without pay. During the first 5 days of leave without pay, the staff member will only have to pay the minimum cost of the substitute teacher.

Certified staff will be given up to 10 days of maternity/paternity leave from the Sick Leave Bank, which can be used prior to a certified staff member's personal sick leave. The total consecutive sick leave may not exceed 25 days unless medically necessary to use more. (2007)(2016) A person will not be able to withdraw days from the sick leave bank unless he/she is a contributing member of the bank. (2018)

The request for maternity/paternity leave of absence shall be submitted by the end of the sixth month of pregnancy and shall state the approximate date when the employee's leave is to begin and the number of school days requested for the leave.

An employee adopting an infant child (pre-kindergarten) shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for said adoption. (1981) (1991) (1993)

#### **G. Civic-Duty Leave**

A leave of absence without pay may be granted to any employee, upon application, for the purpose of serving in a governmental public office. Upon return from such leave, an employee shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as would have been accrued during such period. In addition, should the leave be short term

(3 months or less), the teacher shall receive 25% of his/her salary to compensate for substitute planning, i.e. lesson planning, conference with substitute, etc. (1991)

The administration will decide if substitute assistance is required; if none is deemed necessary, no salary compensation will be granted. (1993)

## **H. Technical Professional Development**

Certified staff teaching a course via the Digital Dakota Network (DDN) shall receive a stipend of \$1500 (2001) per semester for a class that is a part of the teacher's regular teaching assignment. Certified staff teaching a course via the DDN shall receive a stipend of \$1,000 per semester for a class that is in addition to the teacher's regular teaching assignment. All tuition and or fees generated from DDN classes taught will become school district revenue. No DDN class outside of current school hours will be assigned without negotiations with MEA for compensation. (2000)

## **I. National Board Certification**

The school district will pay a \$500 per year bonus stipend in addition to the regular annual salary to the certified staff nationally certified over the ten (10) year certification period if the certified teacher remains an employee of the Mobridge-Pollock School District #62-6. (2000)

## **J. Benefit Schedule**

Effective for Employees hired after July 1, 1992

### **GROUPS**

Certified with contracts (part-time contract = part-time benefits)

Holiday	C
Vacation	C
Sick Leave	Y
Health Insurance	Y
Personal Leave	Y
Maternity Leave	Y
Bereavement Leave	Y
Jury Duty	Y
Civic Duty Leave	Y
Professional Leave	Y

C=covered by a contract, Y=yes, N=no

Part-time employees must be eligible for state retirement before they are eligible to receive benefits. Once they are eligible, they shall receive those benefits at a percentage rate based on an eight-hour day.

## **VII. GRIEVANCES PROCEDURE FOR CERTIFIED PERSONNEL**

### **ARTICLE I**

#### **DEFINITIONS**

- A. A "grievance" is a complaint by a teacher or a group of teachers based upon alleged violation, misinterpretation or inequitable application of any existing policy, rule or regulation of the School District. The absence of or disagreement with existing policy, rules or regulations is not a grievance.
- B. The term "teacher" is considered to apply to any certified professional employee and may include an individual or group of teachers who are similarly affected by a grievance.
- C. An "aggrieved" person is a person making the claim.
- D. A "party in interest" is any person or persons making the claim or 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" means working school days.
- F. "Board" means the Board of Education of the Mobridge-Pollock School District #62-6, Mobridge, South Dakota.

### **ARTICLE II**

#### **PURPOSES**

The purpose of this statement of grievance procedure policy is to secure at the lowest possible administrative level equitable solutions to problems which may from time to time arise affecting working conditions of teachers.

### **ARTICLE III**

#### **TIME LIMITS**

- A. It is important that grievances be processed as rapidly as possible and every effort should be made to expedite grievance procedures.
- B. In the event a grievance is filed on or after April 15 the time limit set forth herein shall be reduced so that the grievance procedure is expedited.
- C. If a teacher does not file a grievance in writing with the principal or other supervisor within thirty days after the teacher knew or should have known of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.

## **ARTICLE IV**

### **INFORMAL PROCEDURES**

- A. If a teacher feels he or she has a grievance, he or she should first discuss the matter with his or her principal, or administrator or supervisor, to whom he or she is directly responsible in an effort to resolve the problem.
- B. If, after such discussion with the principal or other supervisor the teacher is not satisfied with the disposition of the matter he or she shall have the right to present the matter to and discuss it with the superintendent.

## **ARTICLE V**

### **FORMAL PROCEDURES**

- A. School Principal
  - 1. If an aggrieved person is not satisfied with the disposition of his or her problem through informal procedures, he or she may submit his/her claim in writing to his/her principal.
  - 2. The principal shall within five days render his/her decision and the reasons thereof in writing to the complainant.
  - 3. A teacher who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator or supervisor to whom he/she is directly responsible and such administrator shall carry out the afore-mentioned responsibilities the same as a principal.
- B. Superintendent of Schools
  - If an aggrieved person is not satisfied with the disposition of his/her grievance by the principal or supervisor, or and if no decision has been rendered within five days after presentation of the grievance in writing, he/she may file a formal written grievance with the superintendent; and the superintendent shall meet (within 10 days), if the aggrieved person desires representation, for the purpose of considering the grievance. The superintendent shall within five days of such meeting render his/her decision and the reasons thereof in writing to the complainant. (1982)
- C. Board of Education
  - If an aggrieved person is not satisfied with the disposition of his/her grievance by the superintendent, or if no decision has been rendered within five days after conference with the superintendent, the aggrieved person may file the grievance with the Board of Education, which shall consider such complaint at its next regular meeting. The aggrieved person with a representative of his/her choice, if he/she desires one, may appear before the Board at such meeting.

A decision of the Board on such grievance shall be rendered in writing to the aggrieved person within ten days after such meeting.

**D. Labor Commissioner**

If, after following the approved grievance procedure the grievance remains unresolved, it may be appealed to the labor commissioner who shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the governmental agency, unless further appealed pursuant to South Dakota Law. (2004)

## **ARTICLE VI**

### **MISCELLANEOUS**

- A.** If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in any building of the School District, such representative shall report immediately to the principal of such building being visited and state the purpose of the visit.
- B.** Every effort shall be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

### **IX. TRAVEL REIMBURSEMENT**

Employees who are granted permission to use their own vehicles for school travel (professional development) will be reimbursed at state rate.(2014) Reimbursement for meals will be paid at state rate with prior approval from administration.(2014)

### **X. PERSONNEL FILE**

Each employee shall have the right, upon request, to review the contents of said employee's personnel file and to place therein written reactions to any of its contents. The employee shall have the right to make copies of any item in the file. (1982)

### **XI. ASSIGNMENTS AND TRANSFERS**

Teachers shall not be assigned outside the scope of their teaching certificates except by mutual agreement. (1982) (2007)

## **XII. STAFF REDUCTION**

Whenever in the judgement of the Board it is advisable to reduce staff in the district, the following procedure will be used.

1. The board will use reasonable efforts to communicate the situation confronting the district to the staff so as to allow the staff a reasonable opportunity, not to exceed 10 days from the date of communication, to present possible alternatives such as early retirement, normal attrition, part-time contract, contract for substitute teaching, and/or other alternatives which could accomplish the same goals.
2. The school board will list their reasons for reduction in force.
3. No professional staff member protected by statutory continuing contract provisions will be non-reemployed while qualified and certificated for a position held by a person temporarily or not fully certificated by the State Board of Education or a person who has not attained continuing contract status.
4. When paragraph #3 does not apply the board hereby establishes the following criteria (not necessarily in order of priority) any of which may be used in determining which professional staff will be affected by staff reduction: student needs, priority of programs, competency, qualification, seniority, as well as any other relevant considerations. 1982
5. Staff members non-re-employed shall have recall rights to any position for which they are certificated at the time of non-renewal for a period of two calendar years. Recall privileges cease when the staff member either voluntarily resigns or, upon being recalled, fails to report within 15 days of notification to his last known address. If a staff member is re-employed under the recall provision, that staff member shall retain his/her place on the salary schedule and retain accumulated sick leave
6. In making staff reduction involving professional staff members on continuing contract status, the Board will follow the provisions of SDCL. (2002)

## **XIII. SUPPLEMENTAL JOBS**

A teacher who wishes to resign their extra-curricular position shall submit their intent to do so on or before the second Monday in March of the current school year. Said resignation shall be accepted if the board, after reasonable effort, is able to find an acceptable replacement. The board shall make every effort to equitably distribute extra-curricular assignments. (1982)

## **XIV. 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.

Complaints that cannot be solved informally regarding the performance of any employee shall be handled according to the following policy. Anyone approached with a complaint shall 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 shall they be recorded or given any other official recognition.

Complaints shall be in writing and signed by the party making the complaint. The complaint shall specify the person(s) involved, details of the alleged misconduct or reason for the complaint and supply any supportive evidence.

### **B. Procedure**

1. Formal complaints against school personnel shall be made by completing "Complaint Form A" and filing it with the building principal or superintendent/CEO.
2. Upon receipt of a signed complaint against any school employee, the principal or superintendent/CEO shall meet privately with the employee and shall provide the employee with a copy of the complaint and discuss the complaint. The employee may respond to the complaint by completing "Complaint Form B" which shall be attached to the complaint.
3. If the administration feels that 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 shall have the right to request a meeting with the administration and the complaining party or the right to attach a written rebuttal to the complaint or both. The complaining party shall have the right to a copy of the employee's rebuttal. If the employee requests a meeting with the administrator and complaining party, the employee shall have the right to be accompanied by a representative of the local education association or other person of their choice. The complaining party has equal right.
4. Any record or recommendation for further action resulting from such a meeting shall be supplied the employee. Before an employee may be disciplined or reprimanded by the board or its agents, the employee shall be entitled to a hearing to be confronted by the person bringing the complaint: (s)he shall have the right to cross-examine and rebut and shall have the right to have a representative present. The complaining party has equal rights.

5. Decisions of the school board may be appealed to the proper authorities.
6. Each employee, upon his employment or at the beginning of the school year shall be apprised of the process outlined above.

## COMPLAINT FORM “A”

Date \_\_\_\_\_

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

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

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

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

(Attach another sheet if necessary)

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

(Attach copies of materials if necessary)

Signature of Person Making Complaint \_\_\_\_\_

## COMPLAINT FORM “B”

Date \_\_\_\_\_

Date contacted about complaint: \_\_\_\_\_

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

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(Attach another sheet if necessary)

Supportive evidence or witnesses: \_\_\_\_\_

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(Attach copies if necessary)

### **RECOMMENDATION**

\_\_\_\_\_ I recommend no record or further action to be taken

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

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

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Signature of Principal or Superintendent/CEO \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_