

SDEA Model Language Proposals

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District _____ Date _____

Local _____ Date _____

Topic: Association Leave:

Association leave shall be defined as leave that any member of the Association may take to engage in association business. The district will grant up to a total of ten (10) days for Association leave for Association members to use for association business. Usage of Association leave will be at the Association's discretion. The leave may be taken in increments of not less than sixty (60) minutes. The leave does not carry over from year to year. Written notification must be submitted by the Association President to the Superintendent five (5) calendar days before the date the leave will be used. The superintendent may grant Professional Leave when a meeting is initiated by the District.

Rationale:

Association days are intended to be used to carry out the business of the Association. For example, leave of this type could be used to allow the President of the Association to meet with members who have potential advocacy related issues, it could be used to allow members to provide information to other staff about upcoming Association events and professional developments, or it could be used to allow Association members to attend Association trainings and events at the state or national level. The growth and support of our educators through the use of this leave has a positive effect for our entire school community.

District _____ Date _____

Local _____ Date _____

Topic: Bargaining Unit Contact Information

The District shall provide to the Association contact information for all bargaining unit members represented by the Association at least twice a year, on August 1st and February 1st. If the information is needed more frequently, the District shall provide that information upon request from the Association. The information shall include any data available to the District for these fields: name of each bargaining unit employee; home mailing address; home phone or cell phone contact number; home email address; building assignment; teaching assignment; and any other information that the parties agree shall be provided.

Rationale:

The Association has the statutory duty to represent all members of the bargaining unit, whether they are Association members or not, in application of the negotiated agreement. The Association must be able to communicate directly with all bargaining unit members, both in and out of the school building, via phone, mail, and electronic communication. This will allow the Association to problem solve quickly and accurately, and fairly communicate with all affected employees about contract provisions or negotiations events that affect all employees covered by the negotiated agreement.

District _____ Date _____

Local _____ Date _____

Topic: Officer Leave

The President of the _____ Education Association or designee shall each year be entitled to up to thirteen (13) days absence for duties related to the Association. Absences for such duty as may be required of the President or designee in executing the duties of the office shall be arranged with the building principal, allowing sufficient time to secure a substitute for such absence.

Should an employee covered under this contract be elected President of the South Dakota Education Association, said employee will be granted an extension of the leave to a period not to exceed three years or six years if elected to a second term. The employee will retain benefits the employee incurred prior to the leave: sick leave, personal leave and early retirement.

Rational:

Local officers who have release time help facilitate problem solving within the District. This benefits the District as it allows for a clear spokesperson for the District and the staff to bring issues to. Officer leave will allow the District and the Association to collaborate more consistently, which will have many trickle down benefits.

District _____ Date _____

Local _____ Date _____

Topic: Association Training During District Professional Development

The Association shall be allowed two (2), one (1) hour trainings per year for the purpose of training bargaining unit members on the rights and responsibilities contained within the Negotiated Agreement. The training will be part of the professional development curriculum and will be provided by the Association at no cost to the District. The date and time of each training shall be established by mutual agreement of the Superintendent and the Association president.

Rationale:

This training allows for all bargaining unit members to be trained on the rights and responsibilities contained in our Negotiated Agreement. This benefits the District and the Association by reducing any confusion on the provisions of this agreement when there are changes to the document and it helps to provide an additional level of onboarding to new staff.

District _____ Date _____

Local _____ Date _____

Topic: New Employee Orientation

The Association shall be involved in the planning of new employee orientation programs. The Association will be allowed at least one hour of time to present Association information to new employees. As part of this process, association-designated representatives shall be given an additional reasonable amount of time during the workdays preceding the start of student contact to consult with new employees at their work location.

Rationale:

The Association is a problem-solving partner with the district. Allowing Association officers presentation time during the new employee training process will allow the Association to help new employees understand the Association and will help new staff understand the role of the Association within the District.

District _____ Date _____

Local _____ Date _____

Topic: Educators Rising Advisor Pay

Educators Rising advisors will be paid a yearly stipend according to the Extra Duty/Extracurricular pay scale.

*If Extra Duty/Extracurricular Assignments are listed as a pay scale in your agreement, placing Educators Rising advising is the most important action to be taken.

Rationale: Allowing Educators Rising advisors to be paid like other extra duty/extracurricular assignments will ensure that there are highly effective advisors who will provide students with authentic opportunities to experience teaching, sustain their interest in the education profession, and help them cultivate the skills they need to be successful educators. Almost 60% of teachers teach within 20 miles of where they went to school, so it is in a school district's best interest to invest in these aspiring educators.

District _____ Date _____

Local _____ Date _____

Topic: Duty Free Lunch

All educators shall be entitled to a minimum of one-half hour duty free uninterrupted lunch period.

Rationale: Educators often are asked to perform official duties or unofficial supervision during their designated lunch period. It is essential that our educators have an uninterrupted lunch to allow them to be focused and supportive for our learners.

District _____ Date _____

Local _____ Date _____

Topic: Sick Leave

Sick leave is provided to all full-time and half-time educators. Sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability) and for illness in the immediate family. Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunts, great-aunts, uncles, great-uncles, nieces, nephews, grandparents, the parents/legal guardians and grandparents of the employee's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility.

Insert applicable District Notification practices/protocols. Example: Teachers are required to immediately notify the personnel secretary when sick leave is needed. Whenever possible, they should also notify their immediate supervisor or building principal.

All teachers under contract shall receive on the first day of service each year a total of twelve (12) days sick leave unless they are employed after the beginning of the school term, in which case the sick leave shall be prorated accordingly. These twelve (12) days or less shall represent all the teacher's sick leave for that year, subject to the accumulation provisions hereof.

All unused days earned shall be added to the employee's sick leave reserve at the end of the fiscal year. An unlimited number of such sick days may be accumulated.

Rationale: It is crucial for leave to exist for educators to maintain the health of themselves and of their families and dependents. By categorizing who falls within the term, "family", the District has additional protections against the misuse of sick leave. Allowing for leave to accumulate incentivizes educators to maintain a healthy household and use this leave only when absolutely necessary.

District _____ Date _____

Local _____ Date _____

Topic: Sick Leave Bank

A sick leave bank shall exist for all teachers under the following conditions and provisions:

1. The Payroll Manager will review how many leave days are in the sick leave bank as of August 31. In the event there are less than **(insert number)** days, every teacher in the District shall contribute one (1) day of his or her sick leave to the bank. In the event there are **(insert number)** or more days in the sick leave bank, only new teachers shall contribute one (1) day of his or her sick leave to the bank at the time of hire. There will be no additional contribution of sick leave days to the bank through the remainder of the school year except for new hires. Days in the bank shall be withdrawn on a first-come, first-served basis and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
2. This bank is for the protection of individual participating teachers during a long-term extended illness or disability of the teacher, spouse, parents, parents-in-law, children, or stepchildren of the teacher. Such illness or disability must cause an absence from regularly assigned duties for fifteen (15) duty days or more. Absences must be entered into the District's current leave tracking system. Use of this bank may begin after fifteen (15) duty days of absence due to such illness or disability but not until after an individual teacher's accumulated sick leave days have been exhausted.
3. Administration of the bank will be handled by the Business Manager or designee. All requests for use of the bank must be submitted in writing to the Business Manager or designee and must be supported by the teacher obtaining completed Certificate of Health Care Provider (Family and Medical Leave Act of 1993) form from his/her personal physician or appropriate family member's physician. The absence for which bank days are requested must be of such a nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of bank days.
4. Upon request of the Association, the Business Manager shall report the status of the bank, including the balance of days in the bank.
5. Teachers withdrawing days from the bank are not required to replace these days except as a regular contributing member of the bank. A teacher resigning, retiring, withdrawing from membership in the bank, or declining to make continued contributions as required shall not be able to withdraw previously contributed days.
6. Days withdrawn from the sick leave bank shall be paid at the per diem rate for the individual participant for the applicable school year.

Rationale:

In order to retain employees for the duration of their career, our District must have the processes and provisions in place to deal with the unexpected illnesses and disabilities that may occur during an employee's tenure. This provision allows for a process whereby the leave that is necessary for those occurrences is leave that originates in leave that is already granted to employees, which makes this provision a cost neutral provision for the District.

District _____ Date _____

Local _____ Date _____

Topic: Sick Leave Donation

Teachers may voluntarily contribute a portion of their sick leave for another employee within this bargaining group in extenuating circumstances (including, but not limited to terminal illness or extended illness) by notifying the Association and the Business Manager. The Association shall submit a written list to the District as to which employees wish to contribute and the number of days of contribution. Contribution of sick leave may be made in no less than full day increments. Any days donated to an employee which remain unused, shall be returned to the sick leave bank. Requesting employees may use contributed days of sick leave; provided they have exhausted all other appropriate leave, including personal leave, sick leave, and sick leave bank.

Rationale:

This provision offers additional flexibility for employees to donate their leave to other bargaining unit members who have a need for that leave. This provision assists in proper maintenance of the balances of the District Sick Leave Bank and limits the chances of an employee needing to take unpaid leave for medical reasons.

District _____ Date _____

Local _____ Date _____

Topic: Sick Leave Payout

- A. Upon retirement, resignation, or death, educators will be paid for one-half of their accumulated sick leave.
- B. The amount of sick leave pay under this policy will be determined by the employee's per diem rate. Such payment will be made with the final check following the effective date of resignation or retirement.

Potential Counter proposals (DO NOT INCLUDE WITH INITIAL PROPOSAL)

A. Any teacher (as designated above) having reached the minimum age of forty-five (45) years and having been employed in the District for a minimum of ten (10) years shall be paid one-half of his or her accumulated sick leave upon terminating his or her employment. If resignation occurs during the school year, such resignation must be appropriately approved.

B. The amount of sick leave pay under this policy will be determined by the average of the employee's daily rate of pay over the five-year period immediately preceding retirement. Such payment will be made with the final check following the effective date of retirement.

Rationale:

Allowing for leave to accumulate incentivizes educators to maintain a healthy household and use this leave only when absolutely necessary. Paying out of leave to the employee at the end of their employment prevents the abuse of leave by an employee, especially as they near resignation or retirement. Additionally, this provision operates both as an incentive for attracting applicants and as a tool for retaining educators.

There are a vast number of ways to construct a personal leave policy. You have been provided with some options below. Choose one option to take forward in negotiations knowing that you can always use other options as potential counter offers. At base value, SDEA recommends that your personal leave be a standalone leave provision separate from any PTO or sick leave provisions, that you have a high level of discretion on how to use the leave, and that there are either ample days available or a multi-year banking option for the leave.

District _____ Date _____

Local _____ Date _____

Topic: Personal Leave

Option 1: Three (3) days of personal leave may be taken for personal reasons each year for employees in their first three (3) years of service. Four (4) days of personal leave shall be granted each year to employees in their 4th year and beyond. Requests must be approved in advance by the Superintendent of schools or his/her designee.

Option 2: There may be personal conditions or circumstances which may require an absence. The teacher shall receive three (3) personal leave days each contract year with full compensation.

Personal leave days not used may be accumulated although no more than five (5) unused days may be carried over to the new contract year. Teachers shall not have more than eight (8) personal leave days at the beginning of a contract year regardless of years of service. The teacher need not declare a reason for requesting personal leave.

Rationale:

From time to time, educators will need to use leave for reasons other than prescribed by other leave allotments in this contract. This provision provides leave to be used in a discretionary manner by our employees to address these needs. Periodic breaks in the year allow for better retention of our employees by reducing burnout. Additionally, this provision increases the attractiveness of our overall compensations packages, making our District more competitive with the districts around us.

District _____ Date _____

Local _____ Date _____

Topic: Bereavement Leave

Employees covered under this contract shall be allowed five (5) days per occurrence for the death of a family member. Bereavement days are not required to be taken consecutively.

Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunts, great-aunts, uncles, great-uncles, nieces, nephews, grandparents, the parents/legal guardians and grandparents of the employee's spouse, an individual who is a permanent resident in the employee's home, or any person for whom the employee has specific legal responsibility.

A pregnancy loss, failed fertility treatment, or surrogacy loss is eligible for bereavement leave. Employees must submit documentation upon request.

Up to two (2) days per contract year shall be allowed to attend funerals of close friends or relatives not covered by the above language.

Rationale:

When a death in the family occurs, our educators need time to grieve and celebrate the life of their loved one who has passed. Allowing bereavement leave lets our staff be better prepared to report back to work and meet the needs of our students.

District _____ Date _____

Local _____ Date _____

Topic: Parental Leave

Six (6) calendar weeks paid maternity/paternity leave for the birth/adoption of child(ren) through usage of the sick leave bank. The following provisions apply to that leave allotment.

- The leave commences on the birth date of the child(ren) or following the legal placement of the child(ren) for adoption/surrogacy.
- May allow earlier dates for adoption/surrogacy based on scheduled appointments related to the adoption/surrogacy.
- The six (6) calendar weeks of paid leave are explicitly calendar days, not workdays. No extra pay will occur if days within the six (6) weeks are non-work days.
- Following the six (6) calendar weeks of paid leave (through the sick leave bank), educators can use accrued sick leave, personal leave, or leave without pay for the remaining six (6) weeks of the twelve (12) week maximum time allowed under the Family and Medical Leave Act (FMLA).
- A doctor's note with date of birth or documents of adoption must be provided.

In order to sustain this benefit, returning educators may voluntarily contribute up to ten (10) days to the sick leave bank during a September 1-15 contribution window and fifteen (15) days during a March 1-15 contribution window of the current contract year by notifying the Business Manager. Non-returning educators can contribute the remaining days of their sick leave at the end of their current contract to the sick leave bank by notifying the Business Manager.

Rationale:

Parental leave is an extremely important benefit to the staff of our School District. This proposal establishes a system of granting a window of paid parental leave through the use of unused sick days from other staff members who either still teach in the District or have left the District. With this set up, the benefit would not be possible to be realized if the sick bank exhausted its balance of days which creates an extremely low risk option for the District to provide an additional paid leave benefit. Additionally, this leave provision is a huge incentive for recruiting new educators and retaining those educators through the middle of their career.

District _____ Date _____

Local _____ Date _____

PTO will not be a fit for all Districts. If you do pursue a PTO transition, SDEA would suggest that you attempt to hold onto as many other leave options as possible outside of regularly needed leave such as bereavement, military, association, and jury duty leaves.

Topic: Personal Time Off (PTO)

At the beginning of each school year, a full-time educator will be credited with fifteen (15) day of personal time off (PTO) for the year. PTO operates as the leave balance for all leave needs that are not explicitly defined hereafter in the contract. Unused PTO can accumulate in the educator's PTO bank without limit.

Upon retirement, resignation, or death, educators will be paid for one-half of their accumulated PTO leave.

The amount of PTO leave pay under this policy will be determined by the employee's per diem rate. Such payment will be made with the final check following the effective date of resignation or retirement.

Rationale:

A change to personal time off (PTO) from traditional leave policies allows for additional flexibility for the employee in how they use their available leave balance. This change also provides additional ease of processing leave requests and balances for the District.

Allowing for leave to accumulate incentivizes educators to maintain a healthy household and use this leave only when absolutely necessary. Paying out of leave to the employee at the end of their employment prevents the abuse of leave by an employee, especially as they near resignation or retirement. Additionally, this provision operates both as an incentive for attracting applicants and as a tool for retaining educators.

SDEA realizes that Districts vary in size therefore the composition and makeup of this committee should be adapted in the proposal to meet the unique needs of your District and its administrative composition.

District _____ Date _____

Local _____ Date _____

Topic: Health and Safety Committee

The District shall have a Health and Safety Committee which meets at a minimum of once per month September through June. Meetings can be more frequent, as needed, upon request of any member of the committee. Membership shall include four representatives of the Association and four District representatives which include two principals, one special education administrator, and one member of the executive team. The work of the committee shall be to know safety policies and programs, review injuries and illnesses and causes and prevention, review claims of unsafe working conditions, as well as to propose changes in safety education, communication, and/or training.

Rationale:

The safety of our students and staff is paramount in our school community. If a concern exists that the learning environment of our students or the working environment of our educators is not safe, that concern needs to be heard, investigated, and dealt with immediately. Having a standing committee with stakeholders from both the Administration and the Association allows for the regular review and monitoring of the health of our school community within the scope of healthy and safe schools.

District _____ Date _____

Local _____ Date _____

Topic: Use of Force

Educators have the authority to use force that is reasonable and necessary for supervisory control over students, including the supervision of children who have been authorized to attend a school function away from their school premises. It is agreed by and between the District and the Association that the use of restraint or physical force is reasonable and necessary only when it is used in the following situations:

- A. For the purpose of self-defense;
- B. To prevent a student from injuring himself/herself or others; and
- C. To protect property of the school or others.

Rationale: Educators, at times, find themselves faced with the impossible decision of how to protect themselves and all their students when a student begins to use physical force in school. It is imperative that educators know the parameters for use of force prior to those situations occurring so that everyone involved may be as safe as possible. This language corresponds to SDCL 22-18-5.

District _____ Date _____

Local _____ Date _____

Topic: Classified Staff Inclement Weather and Remote Learning

In the event school is cancelled due to inclement weather, the employees covered by this Agreement will be paid as Administrative Leave their regular rate of pay for the hours lost. In addition, if the School Board, upon the recommendation of the Superintendent, determines that the days lost to inclement weather are to be made up, employees will be paid for the hours worked on those days.

Employees who are called in to work on an inclement weather or non-scheduled workday will receive the granted administrative leave and will receive an additional hourly stipend for the hours they are clocked in for work. Some examples include, but are not limited to, groundskeepers, maintenance, and custodians who are removing snow or providing support for other weather hazards; payroll employees during a payroll week; or cooks in the event a truck is delivering food on an inclement weather or non-scheduled workday. Any other employees would only be compensated if approved by their supervisor and the Superintendent and deemed essential to work for the school or District functions to proceed.

In the event an employee had approved leave for a day when a late start or early dismissal occurred, the employee will only be charged for the adjusted workday.

Non instructional staff will be granted administrative leave for remote learning days.

Rationale: As hourly employees, classified staff experience direct losses to their wages when snow days occur. Such losses create hardship for the classified employees and contribute to higher turnover in the classified staff ranks. This proposal recognizes the role and contribution that the classified staff make to our District and will help retain existing employees.

District _____ Date _____

Local _____ Date _____

Topic: Plan of Assistance

If, as a result of informal or formal observation, specific guidelines and directives are determined to improve teaching performance, these are to be filed in the same manner as the formal evaluation reports. In no way will this language affect the district's ability to non-renew a probationary teacher with no cause given.

A. Criteria/Elements should include:

- a. A statement of the observed deficiency(ies) with examples given to demonstrate deficiency. This description should also include which domain(s) and component(s) of the Danielson Model are in question.
- b. Specific directives to address the deficiency(ies)
 - i. Each directive must be measurable.
 - ii. Each directive must be achievable in the time frame given.
 - iii. Each directive must be objective.
- c. A timeline for the plan of assistance to be completed.
- d. A description of the district's offer of assistance in completing the plan.
- e. Provision for periodic meetings to ascertain progress.
- f. Signature of evaluator and employee, noting it has been reviewed and discussed.

Rationale: From time to time, it is going to be necessary for the administration to put an employee on a plan of assistance to improve the performance of the employee. It is essential that both the employee and the employer are consistent in their expectations on the content, composition, and construction of the plan. At its core, a plan of improvement needs to aim for improvement, but there are certain criteria such as the level of objectivity, measurability, and achievability that are essential to create a plan that is aimed at improvement.

District _____ Date _____

Local _____ Date _____

When constructing preparation time policies, a bargaining team can decide to address the issue through a one size fits all approach that consists of a proposal with one uniform amount of time for all grade levels, or a bargaining team can attempt to meet the unique needs of each distinct level of instruction with its proposal. There are examples of both types of proposals below.

Topic: Preparation / Planning Time (Option One)

For purposes of this section, preparation time will only include time that is free of duty and student observation. Duties in addition to teaching may include but are not limited to professional learning communities, collaboration, IEPs, and 504 meetings. No segment of time less than fifteen (15) minutes shall count towards Planning Time.

Classroom teachers of the high school shall be required to teach no more than 280 minutes per day and have 85 minutes for instructional planning time. A teacher may agree to take additional minutes when the principal has a need for flexible scheduling.

Classroom teachers of the middle school will teach 6 of 8 periods with one additional period used for team meetings and one additional period used for individual planning.

Classroom teachers of elementary school will have variable teaching schedules dependent upon individual scheduling within buildings and other instructional support services (art, music, physical education, etc.). See below:

A. Each classroom teacher in grades kindergarten through six, will have an average of seventy-five minutes of daily planning time during student contact time with a minimum of one 50 minute block of planning time per day.

B. Special Education teachers will have 60 minutes of planning time each day. The Director of Special Education will also provide additional planning time with the use of substitutes or support staff as needed.

C. Elementary health and fitness teachers, art teachers, and music teachers will have an approximate average of 60 minutes of instructional planning time per day during student contact time.

Teacher Assistants will have 30 minutes of daily planning time during student contact time and 30 minutes of unpaid duty free lunch time.

Speech pathologists, counselors, psychologist, school nurses, librarians, occupational therapists, social workers, interventionists and instructional coaches will work with their supervisors regarding their nonstudent contact time during the day.

Part-time teachers shall have teaching and planning times pro-rated based upon the percentage of F.T.E. in the individual contract.

Rationale: In order to meet the needs of their students, educators require time during their work day to prepare for instruction, adjust or modify their lessons, and to catch their breath and see to their needs. Having dedicated planning time at each level that addresses the specific needs of educators in the elementary, middle, and high school as well as the unique needs of specialty positions allows the District to best prepare our educators for their work with our students.

District _____ Date _____

Local _____ Date _____

Topic: Preparation / Planning Time (Option Two)

Each Classroom Teacher shall be scheduled for and receive 375 minutes of Planning Time for each consecutive five (5) days of student attendance averaged over the ____ days of student attendance per school year. No segment of time less than fifteen (15) minutes shall count towards Planning Time. Elementary Classroom Teachers keeping students during the "special" period are to be compensated at the on-staff substitute rate.

Special Education teachers, whose responsibilities require them to complete evaluations to determine student eligibility for additional and/or specialized educational services, shall have time allocated within the student-instructional day for the purpose of conducting required evaluations and shall not be counted towards the 375 minutes of Planning Time.

Rationale: In order to meet the needs of their students, educators require time during their work day to prepare for instruction, adjust or modify their lessons, and to catch their breath and see to their needs. Having dedicated planning time that addresses the specific needs of allows the District to best prepare our educators for their work with our students.

District _____ Date _____

Local _____ Date _____

Local bargaining teams should adjust the time between buildings for their specific needs.

Topic: Travel Between Buildings

Classroom Teachers assigned to more than one (1) building shall be allowed 30 minutes for travel and transition time between buildings. Such time shall not count towards the teacher's individual preparation time or duty free lunch. The teacher will be reimbursed at the state rate for their mileage between buildings or be provided with a school vehicle.

If, because of extenuating circumstances, more travel time is needed, the individual Classroom Teacher who travels between buildings shall notify both principals, and the principals shall make the necessary accommodations.

Rationale: Due to staffing shortages and a desire to offer a wide variety of opportunities to students, the District finds it necessary to have teachers who have assignments in multiple buildings. This language guarantees that teachers will have enough time to travel between buildings safely in order to effectively instruct students in multiple buildings.

District _____ Date _____

Local _____ Date _____

Topic: Complaint Procedure

1. Complaints are only recognized after they have been put in written form and are distinct from the grievance process. Anonymous letters and phone calls will not be given consideration. "Hearsay" will be treated as anonymous and may not be used against a teacher within an evaluation.
2. The proper channeling of complaints will be: (1) Teacher/Coach/Advisor, (2) Principal/Activities Director, (3) Superintendent or designee, (4) Board. All effort will be taken to solve the complaint at the lowest possible level.
3. If a complaint is presented concerning a teacher, he/she will be immediately informed and given a chance to respond.
4. Parents are sometimes concerned that staff members will retaliate against students whose parents raise questions. The School Board and staff members are conscious of this concern and will not permit retaliation.
5. No complaint concerning a teacher shall be discussed at an open board meeting prior to an adequate investigation.
6. No complaint or result of a complaint regarding a teacher shall be placed in the teacher's personnel file without an adequate investigation and an opportunity for the teacher to submit an accompanying statement.
7. In all meetings in regard to a complaint which the teacher is required to attend, the teacher shall be allowed representation of the teacher's choosing.

Rationale: This language outlines the process for complaints and offers protections to teachers for how and when they are issued.

District _____ Date _____

Local _____ Date _____

Topic: Involuntary Transfer

The appropriate principal(s) or other administrator(s) shall discuss potential involuntary transfers which occur after teachers have signed their contracts with individual teachers before the involuntary transfer is made. Such discussion will include the reason(s) for such transfer.

If an involuntary transfer is deemed necessary by the principal(s) or other administrator(s), the teacher so affected shall have the opportunity to consult with the Superintendent prior to any transfer being completed; however, the decision of the Superintendent shall be final in this regard and the teacher will be informed of the reason(s) for the decision in writing. The teacher may resign without liquidated damages or other penalties assessed within one week of this decision.

If any involuntary transfer takes place after July 1st, the affected teacher or teachers will be paid a one-time stipend of \$750.00 to be prorated by the assignment FTE and the time of the year. The only time this will not apply is when a transfer is deemed necessary due to documented performance-related issues.

Rationale: This language allows for teachers to be given opportunities to discuss involuntary transfers before they are made and be a part of the process. It also allows them to resign without penalty or be given a stipend if the transfer takes place when resigning classroom/curriculum would place an extra burden on that teacher.

District _____ Date _____

Local _____ Date _____

Topic: Liquidated Damages

A certified staff member requesting release from a signed contract for the current or subsequent school year will be required to pay liquidated damages in the amount of:

If resigning June 1 st – June 30 th	\$1,000
If resigning July 1 st – July 31 st	\$1,500
If resigning August 1 st – end of school year for the signed contract	\$2,500

If bargaining results in a new Master Agreement and new contracts, employees will be given a grace period of two weeks wherein liquidated damages will not be assessed if the employee does not sign the new contract. When damages are to be paid to the District by the Teacher, the teacher shall do so via a cashier's check or request the amount to be withheld from their paycheck for the appropriate amount when the resignation is submitted, the teacher shall be released from his/her position. The assessment of these liquidated damages shall be the sole remedy utilized by the district related to contract action.

The above liquidated damages shall not be assessed if the release is due to serious personal or family illness as defined by 29 CFR 825.113 under the Family and Medical Leave Act. In cases of emergency or circumstances beyond an individual's control, or upon mutual agreement between the teacher and the District, a waiver of the liquidated damages may be granted by the Superintendent or their designee. Such request for a waiver should be made in writing to the Superintendent or designee.

Rationale: This language allows discretion not to institute liquidated damages in outstanding circumstances, acknowledges a time period when liquidated damages can and cannot be issued, and protects teacher certificates by clarifying that liquidated damages "are the sole remedy utilized by the district."

District _____ Date _____

Local _____ Date _____

Topic: Early Notification Incentive

Certified staff members in or beyond their fourth consecutive term of employment intending to resign/retire at the end of the current contract year that give official early notification of resignation/retirement through signed, written resignation to the Superintendent's office will be eligible for a tiered incentive. To qualify, notification must be submitted on or before the following dates:

November 1, 4:00pm	\$1,500
December 1, 4:00pm	\$1,000
February 1, 4:00pm	\$500
After February 1	\$0

The incentive will be paid with the employee's last regular payment and will be subject to applicable payroll deductions. Notifications of resignation or retirement received after the dates listed above will not qualify for the incentive.

Rationale: Early notification incentives can offer the District cost reductions in payroll and hiring expenses and allow for employee management alternatives during a time of tight budgets to avoid reductions in force. The timeline also ensures that the District has more time to find and recruit incoming teachers.

District _____ Date _____

Local _____ Date _____

Topic: Progressive Discipline of Staff

1. No teacher shall be disciplined without just cause. In no case shall disciplinary action be made public by the district, except as required in state law.
2. On any occasion in which a teacher receives disciplinary action which may affect his/her employment status, the teacher shall be notified in writing of the meeting in advance. Except in the case of Item 3, Paragraph a, following, a teacher shall be notified of his/her right to have an Association representative present.
3. The administration and the Board shall have the authority to discipline teachers consistent with this section. Following investigation, such discipline shall be progressive through the following steps beginning with step "a," or with whatever step may be appropriate to the situation.
 - a. Oral reprimand by the principal or immediately involved supervisor.
 - b. Written reprimand by the principal or immediately involved supervisor.
 - c. Suspension with or without pay for up to three (3) days by the Superintendent or designee.
 - d. Suspension with or without pay for no more than ten (10) days by the Superintendent or designee.
 - e. Suspension with or without pay by the Superintendent not to exceed 90 teaching days.

Rationale: This progressive discipline language stipulates a process the District must follow when assigning disciplinary action to teachers, and helps to ensure that the action is in line with the teacher's disciplinary history.

District _____ Date _____

Local _____ Date _____

Topic: Investigation Protocol

- A. A teacher facing allegations of misconduct will be notified of such allegations before any disciplinary action is taken. Any suspension from work during an investigation will be with pay. The administrative leave with pay will not be deducted from any accrued leave.
- B. A teacher subject to an investigation of alleged misconduct will receive the following information from the District within 30 calendar days of receipt of the allegations by the Superintendent:
 - i. the allegation(s) that have been made, including a specific description of the alleged incident(s):
 - ii. where the alleged incident(s) took place; and
 - iii. the dates of the alleged incident(s).

Rationale: Investigation Protocol language ensures that a timeline is attached to the District's investigation and that the process is outlined.

District _____ Date _____

Local _____ Date _____

Topic: Reduction in Force (RIF)

No teacher shall be discharged or laid off pursuant to a reduction in personnel unless the requirements of Federal programs, student needs, or priority of programs necessitates the same, or there is a termination of a job sharing position, decrease in the number of students enrolled in the school district, and/or there is a decrease in the funding capabilities necessitating a reduction in personnel. If normal attrition does not result in sufficient reduction, then teachers shall be laid off according to the following procedures.

1. Employment Relationships

Any teacher whose employment with the district has been affected by a reduction in personnel shall at the time the teacher receives the RIF Notice shall be classified as temporarily relieved from active employment (laid off) by the district and awaiting recall to active employment for a period of one school year. Thereafter, recall rights shall terminate. One school year is defined as July 1st through June 30th.

2. Notice to Association

Before the Board effectuates any reduction in teachers the Superintendent will first notify the Association in writing. The Association shall have ten (10) days from the date of notification to provide alternatives to a reduction in force.

3. Layoff Notices, Procedure, and Recall

No teacher shall be placed on layoff unless said teacher shall have been notified in writing of said layoff no later than April 15th as required by SDCL 13-43-6.4. The teacher may choose to give the Association the notice of layoff.

In the event of a reduction in teaching staff that cannot be adequately accomplished by attrition, the teachers shall be laid off in the following order:

- A. Teachers with emergency and/or temporary certification;
- B. Other Teachers based upon seniority as defined in Article VII #5.

After the Board has determined the priority of programs on the basis of student needs and district goals, layoffs shall be made within the above categories according to the following criteria but not necessarily in order of priority;

- A. Professional preparation
- B. Certification
- C. Administrative recommendation (i.e. evaluation competency)

District _____ Date _____

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- D. Community priorities as they relate to curriculum and co-curricular offerings
- E. Department/school/curriculum/student needs
- F. Years of experience in the District
- G. Experience in the area to be taught

Evaluations of performance may overrule seniority and degrees and credits if such evaluation clearly demonstrates the superior performance of the less senior teacher.

4. Seniority Defined

For the purposes of this Article, "seniority" shall refer to and be computed on the number of continuous years of teaching service in the District, including service credit accrued through authorized leaves.

Seniority shall not include years of teaching experience gained in other school systems. Seniority shall be determined from the date the Board most recently acted to officially employ the teacher. However, in the event two or more teachers have the same official employment date, the date the first teacher to sign the applicable contract shall govern. A partial year of prior service granted, which is at least one full semester, shall correspond to a step on a salary schedule. A partial year is less than one year of service, regardless of the full time equivalency of the service (i.e. a 0.5 FTE for one full school year vs. a 1.0 FTE for a partial school year).

5. Seniority List

On or before January 1 of each year, the board shall provide the Association president with a teacher seniority list, indicating the dates of employment, lane, level of education, and major field of study.

- 6. Staff reduction in the middle school and high school shall be by and within departments and according to the procedure in Section 4. Teachers who are laid off and certified to teach in more than one subject area may be recalled to any other department or level for which they are certified or must become certified within thirty (30) days of notice of recall.
- 7. If the Board increases the number of teachers in the district or has a vacancy at any time that a teacher is on layoff, reemployment shall be extended to teachers who were laid off in reverse order to which the layoffs occurred according to the provisions of this procedure. A teacher who is returned to active employment through recall shall regain accumulated benefits and be advanced according to district policy reflecting years taught; i.e., laid off on step 5, recalled to step 6.
- 8. A teacher's failure to respond within fifteen (15) calendar days after receipt of the Board's recall letter (sent by certified mail, return receipt requested and also by first class mail to the teacher's address on file with the Board), recalling such teacher, shall result in termination of the teacher's rights to recall hereunder. A copy of such letter shall be sent to the Association. It shall be the responsibility of the teacher to

District _____ Date _____

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maintain a current address on file with the district.

9. Insurance Benefits

Any teacher laid off pursuant to this policy is entitled to receive insurance benefits as provided under COBRA. Monthly premiums and any administrative costs to maintain such insurance benefits shall be the responsibility of the teacher.

10. Substitute Teaching

Teachers who are laid off are entitled to preferential treatment for "substitute teaching" positions during the period of recall. The teacher shall notify the Superintendent in writing of his or her desire to be placed on the list of substitute teachers. Exercise of this privilege shall in no way reduce recall rights under the provisions of this Article.

Rationale: This language outlines the Reduction in Force process and it provides for some flexibility within the process for Association input. It defines seniority as well and offers protections in rehiring practices, insurance benefits, retaining steps, and preferential substitute teaching, all while ensuring the Association is part of the decision-making processes.

District _____ Date _____

Local _____ Date _____

Topic: Educator Safety Protections from Student Behaviors

A. Reducing Harm to Educators

Whenever an educator is absent from school due to being injured from threat/violence caused by an incident that occurs during employment, the District will pay the educator's full salary and benefits without deduction from personal, emergency, or sick leave. If an educator qualifies for Workers Compensation as the result of such an incident, the District will supplement the educator's benefits up to the educator's daily rate of pay without deduction from personal, emergency, or sick leave.

For educators who have continued medical appointments due to being injured from threat/violence caused by an incident that occurs during employment, the District will grant the educator a paid short term leave of absence to attend those medically necessary appointment.

Educators who seek mental health services related to being injured from threat/violence caused by an incident that occurs during employment would receive such services at the District's cost. Such services may extend beyond traditional EAP benefits.

Educators who need to attend legal proceedings regarding charges filed in connection to being hurt will be able to attend without deduction from personal, emergency, or sick leave.

B. Educator Safety in Policy Making and Training

Whenever a policy is crafted or revised or training is provided on the employment conditions and safety, the Association will have representation and stake in the process.

C. Replacement of Personal Property Due to Student Destruction

In the event a student(s) damages or destroys the personal property of an educator (including but not limited to clothing, educator purchased classroom materials, classroom decorations, technology, etc.) the District shall reimburse the educator per incident at the cost of replacement.

Rationale:

Conditions in our classrooms are declining every year due to student behaviors. The behaviors of these students are causing trauma to the teachers and to the students in the classrooms who are witnessing these acts of violence. Educators are being injured and personal property is being damaged and/or destroyed by students. Educators and students need to know they are supported and protected. Educators spend a significant amount of their own money on their classrooms and undergo financial loss.

District _____ Date _____

Local _____ Date _____

Topic: Student Violence Protocol

When a student is removed from the classroom by a teacher for unruly, disruptive, violent, or abusive behavior that seriously or repeatedly interferes with teaching and learning in the classroom, requirements after removal include:

1. Placing the student into an appropriate learning environment or in-school suspension;
2. Returning the student to the classroom only after a conference is held to determine the cause(s) of the behavior(s) and possible solutions; or
3. Taking other appropriate action consistent with district policy.

If the student is removed due to violent or abusive behavior against a teacher or another student, the student shall be placed in an appropriate interim learning environment until the conference required under (2) above is held, not to exceed ten (10) days.

The conference required under (2) above shall include the principal or designee, the teacher, the school counselor, the parent(s) or guardian(s), and the student, if appropriate.

If it is determined during the conference that the student was removed due to violent behavior, attendees shall determine if a behavioral threat assessment is necessary for the student.

After the conference is conducted, the student shall not be returned to the classroom with the teacher or student against whom the violent or abusive behavior was directed.

If a student is removed from a classroom due to violent or abusive behavior three (3) or more times during one (1) school year, the student shall be placed in an appropriate interim learning environment for the remainder of the school year, or disciplined according to district policy.

Rationale: Teachers/students should not be subject to repeated violence and abuse from a student. This language ensures students who have committed violent or abusive acts toward a teacher/student are not reentered into the classroom where the act(s) took place.

Topic: Hazardous Conditions in Schools

1. The District agrees to do everything reasonably necessary to create and maintain safe, healthful and sanitary working conditions in the schools. If during the term of this agreement the Association has reasonable cause to think that testing should be conducted on the indoor air quality, the quality of drinking water, or issues with mold infestation, tests can be requested. The tests will be conducted within two weeks of the request, paid for by the District, and the results shared with the Association as soon as they are received.

2. No educator shall be discharged or disciplined for refusing to work if such refusal is based upon a reasonable claim that the working conditions are not safe, or sanitary or might unduly endanger his/her health until it has been determined that conditions have been eliminated. Upon the filing of such a claim, such educator shall immediately be transferred or reassigned to other comparable duties which he/she is qualified to perform. When it has been determined that such conditions have been eliminated, such educator shall be returned to his/her original assignment.

3. There will be no loss of sick time to employees who are absent from work as a result of an unsafe or unhealthy work environment.

Rationale:

The safety of our students and staff is paramount in our school community. If a concern exists that the learning environment of our students or the working environment of our educators is not safe, that concern needs to be heard, investigated, and dealt with immediately. This provision would also provide the ability for the Association to compel the District to conduct tests for indoor air quality including mold as well as the quality of drinking water and share the results with the Association. This provision will also require the District to remediate any resulting issues.

District _____ Date _____

Local _____ Date _____