

2026-2027

NEGOTIATED AGREEMENTS

NEGOTIATED AGREEMENTS
BETWEEN
THE MARION SCHOOL BOARD
AND THE MARION EDUCATION ASSOCIATION
OF
MARION SCHOOL DISTRICT #60-3

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Article I: Recognitions and Negotiations_(revised May 2016)

Recognition-

The Board hereby recognizes the Marion Education Association as the sole and exclusive representative of all certified personnel except administration and the guidance counselor. Such recognition shall be continuous from year to year unless challenged according to provisions pursuant to SDCL 3-18.

Parties-

This agreement is entered into between the School Board of Marion District 60-3, Marion, South Dakota hereinafter called the "Board" and the SDEA/NEA Marion Education Association hereinafter called the "Association". The term "teacher" when used hereinafter shall refer to all employees represented by the Association in the bargaining unit as above defined.

Negotiations:

- A. The parties agree to enter into negotiations pursuant to SDCL 3-18.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or representative of the other party. The parties mutually pledge that their representatives will be authorized to make proposals and consider proposals in the course of negotiations.
- C. Either party may utilize the services of outside consultants, and may call upon professional and legal representatives for advice during the negotiations.
- D. Negotiation sessions shall be held at times and locations mutually acceptable to both parties. Both parties will exchange proposals prior to the meeting or at the beginning of the meeting. Prior to adjournment the time, location, and agenda of the next session shall be determined by mutual agreement. Prior to adjournment the time, location, and agenda of the next session shall be determined by mutual agreement.
- E. Upon tentative agreement between the parties, the items of agreement shall be reduced to writing and signed by both parties' chairman and witnessed by the parties present at the negotiation session. A copy shall be submitted to the Board and the Association for ratification.
- F. Should a subsequent Agreement not be in effect on July 1 due to the parties not having concluded the negotiations process, this Agreement shall be in effect until such time as a subsequent contract is approved by the parties or the implementation of contract terms pursuant to SDCL 3-18-8.2.
- G. Any article, section, or clause which shall be found by a court of competent jurisdiction to be illegal in which case only that article, section, or clause shall be deleted.

REOPENING OF NEGOTIATIONS_(revised May 2016)

During the life of this agreement, negotiations shall be reopened for salary negotiations if the district receives additional funding from the state legislature or federal government specifically for teacher or employee enhancement purposes.

During the life of this agreement, negotiations shall be reopened if federal or state mandates impact conditions of this agreement.

Article II: Employee Compensation

2.1 Salaries (revised April 2025)

A. The salary for current teachers will minimally include pay from the previous employment year. Any salary increases for the current teaching staff will be determined through the negotiations process. In addition, individual teachers that are currently on staff will receive additional salary increases upon attaining sufficient graduate degree or credits at specific interval categories as follows:

BA + 15 credits	\$350
BA + 30 credits	\$350 (for a total of \$700)
BA + 45 credits	\$350 (for a total of \$1050)
MA	\$650 (for a total of \$1700)

The base raise for the 2026-2027 school year is \$304. A returning full-time teacher (contracted for 173 days) will receive a total salary increase of 1.2% or \$654.00 according to their individual pro-rated FTE. (revised April 2026)

B. Certified staff are to be paid on the 10th and 25th of each month for either 9 or 12 months. If the 10th or the 25th falls on a weekend or holiday, teachers will be paid prior to that weekend or holiday. (revised April 2024)

C. Hiring salary for certified personnel with prior experience will not be paid more than any contracted teacher with equivalent education and experience. Maximum credit for previous experience is fifteen years. The hiring base is \$47,379 for the 2026-2027 school year (revised April 2026)

If there are no current teachers with like educational training and years of experience as the new hire teacher, the superintendent may assign the new hire teacher a salary between two teachers with more and less experience than the new hire teacher.

Base salary for previous teaching employment

BA	BA+15 (base + \$350)	BA+30 (base + \$700)	BA+45 (base + \$1050)	MA (base + \$1700)
\$47,379	\$47,729	\$48,079	\$48,429	\$49,079

D. Except when an emergency exists for a required course, all teachers will be hired with the salaries determined according to the current hiring schedule. Whenever the Board of Education determines that an emergency hiring situation exists, the board may hire outside of the hiring schedule by offering a one-time only sign on bonus up to \$2,000. The Board will consider the following items to warrant an emergency, not necessarily in order:

- a. When the advertisement of teacher vacancies with the South Dakota Teacher Placement Center and/ or advertising agencies fails to produce qualified applicants.
- b. When the vacancy occurs due to resignation after the regular monthly June board of education meeting.
- c. When a vacancy opens that the board of education deems hard to fill. ((revised April 2024)

2.2 Extra Duty Salaries (revised April 2024)

Refer to the extra duty schedule, **Appendix A**, for specific salaries. Salaries will be reviewed yearly.

2.3 In House Substitute (revised May 2016)

Teachers will be paid \$25 per period, or any period of 25 minutes or less at \$15 for substitute teaching for another staff member on a volunteer basis.

2.4 In-Service (revised April 2026)

Teachers will be compensated for mandatory in-service days (excluding monthly in-service hours) at a rate of the current base salary divided by the number of contract days. If compensated by other means the district will be reimbursed at the same rate.

2026-2027 will contain 173 contract days.

2.5 Professional Dues

Professional Dues for each instructor will be \$50 per year, payable to the instructor upon proof of membership.

2.6 Staff Development Funds (revised 2020)

1. All teachers shall be eligible to apply through administration for Staff Development Funds via email to attend conferences or workshops in their teaching field. Any teacher receiving these funds will also be granted leave to attend the conferences or workshops.
2. Staff Development Funds may be used to cover the cost of registration fees, lodging, and travel. The fund will not be used to cover the cost of tuition for credit hours received at the conference.

Article III: Fringe Benefits

3.1 Insurance (revised Nov. 2009)

The District will pay the rate of single health insurance for certified staff enrolled with the school health insurance. New teachers coming into the Marion School District may take the insurance benefit, but will not receive the benefit towards a cafeteria plan. Those currently using the benefit towards a cafeteria plan shall be grandfathered in at \$310.00 per month. Insurance benefits will be pro-rated for those on percentage contracts.

3.2 Sick Leave Buy-Back (revised May 2015)

After a teacher receives continuing contract status, the District will buy back unused sick leave days up to sixty days at \$55.00 per day. This benefit will be paid after a teacher resigns, retires, dies, or whose contract is not renewed due to staff reduction. Exception: A teacher whose contract is subject to nonrenewal/termination for just cause and resigns prior to a board hearing is not entitled to the sick leave buy-back benefit. The teacher may request the benefit to be paid in one lump sum paid in June following the effective date of the resignation/retirement/staff reduction, or may have one half of the benefit paid in June following the effective date of the resignation/staff reduction and one half paid the following June. All payments are subject to the deductions as required by law. This benefit may only be used one time, in the event that the staff member returns at a later date.

3.3 Retirement (revised May 2009)

The District will provide six percent (6%) towards the South Dakota Retirement System, with the Teacher contributing an additional six percent (6%).

3.4 Wellness Leave (revised 2019)

Wellness leave of (1) work day at the end of the year, non-cumulative, may be applied for and taken if all eligibility requirements are met. This leave shall be available to Teachers who are employed by the District the current school year and who took one day or less sick leave, family illness leave or long term health leave. The use of bereavement leave and/or personal days shall not disqualify a teacher for this leave. Taking the leave shall not disqualify a teacher from earning Wellness leave the next year. In lieu of taking the earned Wellness Day, a teacher may opt to receive payback of the current rate of a certified sub. Days may not be used on a day of in-service.

Article IV: Leaves

4.1 Sick Leave (2020)

- A. Sick leave will be fifteen (15) days per year, accumulative to sixty (60) days for nine month and extended contracts. Prorated for those with less than a nine month contract. Personnel who have reached the maximum of 60 days, shall receive their 15 days at the beginning of the year. These staff members will not end the school year with more than 60 days.
- B. Sick leave may be used for personal illness, for recuperation following a personal illness, and for appointments with physicians, optometrists, dentists, or chiropractors for checkups or for treatments. Checkups and treatments should be scheduled during a vacation or on their own time as much as possible.
- C. After a teacher has received sick leave pay for five (5) consecutive days during the school year, the board may require a teacher to furnish a medical certificate from a physician as evidence of illness, in order for the teacher to qualify for sick leave.
- D. If a teacher consistently depletes his/her sick leave days, he/she will be deducted a per diem rate of his/her salary for each day of absence above allotted sick days, and documentation of such will appear in the teacher's file unless the teacher supplies the district with appropriate verification of doctor's appointments and times.
- E. Full day sick leave consists of one day. Student help days will consist of $\frac{3}{4}$ of a day. Minimal sick leave periods will be recorded in time periods of not less than $\frac{1}{2}$ hour.
(revised April 2025)
- F. If additional sick days are required, refer to Sick Leave Bank, if qualified, and to the Family Medical Leave Act, located in the Business Office.

4.2 Voluntary Sick Leave Assistance (revised 2020)

A sick leave bank will be available for all certified personnel of the Marion School District. Prorated for those with less than a nine month contract. See **Appendix B** for request form.

- A. Voluntary sick leave assistance- This plan allows the use of contributed sick leave days by any certified personnel who has exhausted his/her said allowance. When the sick bank is called upon a committee of five will be formed. This committee will be made up of two administrators and three teachers, who are selected by the members of the sick bank. (revised April 2024)
- B. Any teacher may become a member of the voluntary sick leave assistance plan by notifying the business manager and filing an application form prior to the first day of the school term.
- C. Teachers may withdraw from the plan by notifying the business manager in writing prior to the start of the school term.
- D. Teachers must contribute one day of their sick leave to the plan on initially joining the plan.
- E. As demands are placed on the plan, each participating teacher agrees to contribute the

necessary days in uniform, equal installments not to exceed three (3) days per year per teacher.

- F. Participants who are not drawing sick leave assistance from the plan and are unable to contribute the necessary days when called for must contribute the days when they become available.
- G. In the event a teacher exhausts sick leave accumulation, the teacher may request assistance from the sick leave plan by making written application to the superintendent of schools, who will disperse to the committee of 5.
- H. Application for sick leave assistance shall be reviewed by the sick leave plan committee composed of three teachers selected by the members of the sick bank, and two administrators that are also members. The committee will make the final decision by majority vote. If the committee and applicant are related, a substitute will be assigned by the committee.
- I. No assistance shall exceed a total of sixty (60) days for any one disability during one year.
- J. An applicant shall be considered totally disabled when under the regular care of a licensed physician and unable to fulfill his/her assignment and contract. The physician must provide the sick leave plan committee with a written statement prior to the committee's decision on assistance certifying that the applicant is totally disabled.
- K. Days contributed to the plan cannot be withdrawn when a teacher terminates membership.
- L. No teacher shall draw from the plan while collecting from another disability plan.
- M. The teacher shall receive compensation based upon one hundred percent (100%) of his/her daily base salary while drawing from the plan.
- N. Teachers who are drawing from the plan when a new contract term begins shall not qualify for the annual fifteen days sick leave until they return to work on a full-time basis.
- O. Teachers who have accumulated over 60 days of sick leave may donate one (1) day of their sick leave to the bank at the end of that current year.
- P. No additional funds may be added to the Sick Leave Bank unless the days available drop below 100 days.

- Q. The Business Manager shall report activity of Sick Bank to committee members in January and June.

4.3 Leave for Family Illness (revised 2020)

Teachers may use up to all of their personal sick leave each year for absences necessitated by illness to their immediate family. The immediate family shall include father, mother, child, husband, wife, brother, sister, grandchild or grandparent or any member of the teacher's household. The leave may be used to care for the person or to take the person for medical treatment or medical appointments that cannot be arranged outside the school day. If more than 10 days are required in any year, the teacher may be granted a short-term leave of absence, according to the Family Medical Leave Act (Policy B-55).

- a. In the case of a long-term absence, if the teacher is capable and willing, he/she may continue to supply lesson plans, give feedback for the classroom, grade papers and update the grade book for a long-term substitute. If this occurs, the teacher's pay will shall reflect the base rate per diem rate minus the rate for the substitute for the days the teacher does not have sick leave coverage. See Appendix D for request form.

4.4 Bereavement Leave (revised Nov. 2009)

The superintendent may grant teachers bereavement leave to cover absences connected with the death of a member of the immediate family of the teacher or the teacher's spouse. The immediate family shall include father, mother, child, husband, wife, brother, sister, grandchild, grandparent or any member of the teacher's household. The superintendent shall determine the amount of time needed in each instance after a consultation with the teacher.

4.5 Funeral Leave (revised 2020)

One sick leave day may be used for funeral leave. Teachers may be issued four -1/4 days to attend funerals. In the event the funeral is for a student or a parent of a student, administration may grant the teacher approval to attend funeral and waive the requirement to use sick leave.

4.6 Personal Leave (revised May. 2017)

- A. Personal leave will be 2 days per year, accumulative to 4 days for nine month and extended contracts. Prorated for those with less than a nine month contract. Before a teacher may take a day of personal leave, he/she must notify the administration at least 48 hours in advance, unless it is an emergency.
- B. The Superintendent may limit the number of persons absent on personal leave on any given date in the interests of operating a sound educational program. In the event that a limit is needed, the leave will be granted in order of application.
- C. The District shall pay back unused personal leave days at a rate the current rate of a certified sub pay per day for a limit of two (2) days.
- D. Teachers are allowed up to 8 hours (1 day) per year for after school flex leave for non-medical related leave with prior administrative approval at one week in advance. Staff will make up the time before school on the same day that they plan to leave early.

E. Administration may use discretion to allow teachers the opportunity to leave the building to attend their own children's school events provided their children are students in the Marion School District, and a substitute does not need to be hired. (May 2021)

F. All teacher will be able to exchange 5 sick days for 1 personal day. (April 2024)

4.7 Professional Leave (revised Nov. 2009)

Professional leave may be granted by the administration. If an employee is directed by the district to attend a professional meeting, clinic, or other school related meeting by the administration (superintendent or principal), the district will pay all required fees, meals (at the district adopted rate), lodging and mileage rate as set by the local district. No salary will be deducted.

4.8 Jury Duty or Subpoena Leave (revised May 2013)

Any teacher who is called for jury duty during school hours or who is subpoenaed by any person or party to appear in court shall be provided leave for such duty and appearance. The teacher shall be paid his/her regular salary and shall remit to the district any stipend paid by the court for such appearance. Reimbursement by the court for expenses in connection with such duty or appearance may be retained by the teacher.

4.9 Association Leave

The board shall provide the Marion Education Association with two (2) days leave per year. The substitute teacher shall be selected and paid by the district. The Marion Education Association will reimburse the district the current, board-approved rates when a substitute is hired. The officers of the Marion Education Association shall regulate the use of the Association Leave with respect to member use and days involved. The Local Association will give the school district the courtesy of 5 days advance notice when leave is to be used.

4.10 Extended Leave (May 2021)

A leave of absence may be granted to a teacher of the District at the discretion of the Board. Such leave may be for a period of one school year. This policy may be used for maternity, child adoption, long-term illness, or other medical reasons verified in writing by a physician's statement. It may also be used for personal reasons. The teacher will receive no pay or benefits from the District while on a leave of absence. However, the teacher may remain in the insurance groups of the District if allowed by the carrier, with such full monthly premiums being paid by the teacher. To be eligible for a leave of absence for personal reasons other than those covered by the Family Medical Leave Act, the teacher shall have been employed full time in the district a minimum of four (4) years.

Application for such leave shall be submitted by March 1 and will be presented to the Board with a recommendation from the Superintendent. The Board will determine among other

possible factors if a suitable replacement can be found in making their decision. The teacher shall be notified of the acceptance of the application by May 1 immediately following the application.

A teacher on leave of absence shall notify the Board of his/her intent to return for the following school year before March 1 of the year prior to the return.

The Board may consider individual circumstances to amend any dates identified in this policy without the establishment of precedence.

Article V: Employment Conditions

5.1 Teachers' Hours (revised March 2026)

- A. Teachers are contracted for 173 days.
 - a. No Inservice on Friday August 21, 2026 (revised April 2026)
 - b. 2026-2027 only. It was negotiated that this was a drop from 174 to 173 contracted days. (revised April 2026)
- B. Teacher hours will be from 7:45 AM to 4:00 PM on school days and 7:45 AM to 1:30 PM on Help Day Fridays. Teachers will offer help to students from 8:30 AM to 11:30 AM on Help Days; the remaining time would be used for in-services, planning, or grading. (See item E) (revised April 2025)
- C. In the event that the Superintendent cancels school for the full day, the Superintendent will use the scheduled make-up snow days, within the calendar first. Snow days may be added to the end of the school calendar for each day of emergency school closing. The last working day for teachers will be on the first weekday following the last day of student attendance.
- D. On the last school day of the week except parent/teacher conferences, teachers may leave after the last school bus has left, unless to do so would be inconsistent with the teacher's responsibility regarding student supervision. This shall not apply to a teacher who has extra duty responsibility regarding student supervision.
- E. On a designated "Help Day", beyond the student work time, it will be blocked out on the district calendar as one staff work day and one PD day.
 - a. One workday to be completed during the last week of July to the first day of school in August.
 - b. One workday subsequent school year conclusion (April 2024)

5.2 Contract Resignation (revised April 2024)

A teacher who requests to be released from a signed contract will, in the event the resignation or request for release is accepted or approved by the school board, be responsible for liquidated damages to the school district according to the following schedule:

- a. Contract return deadline through June 15th- \$2000
- b. June 16th through July 15th - \$3500
- c. After July 16th- \$5500
- d. After December 1st- \$6500

Liquidated damages may be assessed by the district at the discretion of the board.

5.3 Employee Rights (added May 2015)

Right of Representation:

When an employee is required to appear before the Board, the employee shall be advised in writing of the reasons for the requirement no later than 24 hours prior to the appearance before the Board and permitted to have representation.

5.4 Teaching Assignments (revised Nov. 2009)

Teaching assignments will be stated in the contracts when issued. Teachers grade 6-12 level may be assigned up to but no more than six (6) periods a day of teaching at the discretion of the school administration. An extra period may be assigned by mutual agreement between the teacher and the administration. The district may change one (1) class period assignment for any teacher at any time without mutual consent. However, if this change is made after July 1 the district will compensate the teacher with \$250. Mutual consent will be required for more than one (1) class period change per teacher after contracts are issued. Study hall assignments may be made at any time and do not count as a class period assignment change and no compensation will be made. Elementary teachers grades K-5 will have part of the noon hour free for planning during each day.

5.5 Extra Duty Assignments (revised Nov. 2009)

Extra-duty assignments will be issued in separate contracts. Any change in extra-duty assignments after the issue date will be with mutual consent. Assignments can be added to any teacher's duties by the Administration for any unfilled extra-duty position as of the date the contracts are issued.

5.6 Additional Duties (2026)

A. The Athletic Director shall create and maintain a sign-up sheet for athletic event duties. These assignments will be posted in the main office. Employees must arrange a switch if assigned dates do not work. Any changes must also be noted in the main office.

Employees who work at an assigned event will receive a stipend of \$20 per event. (revised 2026)

All district employees shall be granted free admission to all school athletic contests, including admission for one (1) spouse or guest, regardless of whether the employee signs up to work an event. This benefit shall also extend reciprocally to athletic contests hosted by the district's cooperating school, such that employees and their spouse or guest shall be admitted free of charge at either school's events.

B. Two teachers shall attend each School Board Meeting and give a teacher's report. Teachers shall sign up in August prior to the start of school or will be assigned by the MEA president.

5.7 Notifications of Open Positions (2020)

Prior to advertising outside the system, any teaching/administrative position that is open due to resignation, new positions, or non-renewal will be made known to staff through

email to all currently employed personnel. Those applicants, who wish to be considered and are qualified to fill the position, must submit a request form found in Appendix E within five calendar days of notification to the appropriate principal. The staff will be allowed to confidentially submit this request form regarding any positions they would like to be considered for if there are to be changes within the system. This will assist the principal in making any changes he/she might deem necessary.

5.8 Teacher Discipline (added April 2024)

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 83. 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 without pay for up to three (3) days by the Superintendent or Human Resources Director.

D. Suspension without pay for no more than ten (10) days by the Superintendent or Human Resources Director.

E. Suspension with or without pay by the Superintendent not to exceed ninety (90) teaching days.

4. At any discipline step except "A" a written communication shall state what conduct is expected, what conduct is not to occur, and the consequences of further misconduct.

5. If the behavior recurs in another contract year, any discipline shall begin with the step which is appropriate for the frequency and the lapse of time since the last disciplinary action occurred for the same or similar offense.

6. During a disciplinary investigation, when student, staff, or building safety is implicated, the Teacher may be placed on paid leave, approved by the Superintendent, or Designee. The paid leave shall not exceed ninety (90) days.

5.9 Teacher Dismissal (added April 2024)

A Teacher may be terminated by the Board at anytime for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the School District. If dismissal is contemplated, the Teacher may be suspended pending investigation. If the pre-hearing investigation and Board hearing do not result in the dismissal of the Teacher and the Teacher is reinstated, the reinstatement shall be without loss of pay of benefits unless suspension without pay is imposed as an alternate disciplinary action under section 5.8.

Article VI: Evaluations

6.1 Teaching Evaluation (See Appendix E) (2023)

Teachers will be formally evaluated every semester and informally observed four times a year until they reach continuing contract status. Upon reaching continuing contract status, teachers will be formally evaluated every other year and informally observed at the discretion of the administration.

A committee of administration and teachers will select four of the 22 components from the Charlotte Danielson Framework for the formal evaluation of all teachers. These four components will be used for the following 2-year period.

6.1 Coaching Evaluation (See Appendix F)

Article VII: Reduction in Force and Recall Procedures

(added May 2015)

7.1 REDUCTION IN FORCE – Whenever, in the judgment of the Board, it is advisable to reduce staff in the District, the following will be used:

A. in making staff reductions involving teachers, the Board will follow provisions in state statutes.

B. 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, financial conditions of the district, priority of programs, program elimination, recommendations of administrative staff, evaluation records, competency, qualifications, certification, longevity, educational background, federal and state affirmative action requirements, as well as other relevant considerations.

7.2 RECALL - For the purpose of this policy, the effective date of a lay-off by reduction-in-force shall be June 30. If during the first fiscal year subsequent to the time a teacher is laid off because of reduction-in-staff a vacancy occurs in a subject area which a laid off teacher is qualified to teach, re-employment shall be extended to the teacher in reverse order of lay-off.

When more than one staff member has the same recall date and is qualified for the open position, the Board may consider, among other items, recommendations of administrative staff, qualifications, years of service, and educational background in selecting the person to be hired.

A recalled teacher shall retain previously accumulated sick leave benefits.

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

Article VIII: Grievance Policy **Per SDCL 3-18-2**

(revised May 2017)

8.1 Definitions

- A. A grievance is a complaint by a teacher or a group of teachers, made whether individually or by the Association through its representatives, that a violation, misinterpretation, or inequitable application of any existing agreement, contract, policy, rule or regulation of the State of South Dakota and /or Marion School District, as they relate to conditions of employment. Negotiations for, or a disagreement over a non-existing agreement, contract, policy, rule or regulation is not a grievance.
- B. The term “teacher” is considered to apply to any certified professional employee, covered under the negotiated agreement, and may include an individual or group of teachers who are similarly affected by a grievance.
- C. An “aggrieved person” is the 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 calendar days.
- F. “Association” shall mean the Marion Education Association.
- G. “Board” means the Board of Education of the Marion District 33-2, Marion, South Dakota.

8.2 Principles

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, appropriate disposition of grievances.
- B. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at each level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association at any time.
- D. Each teacher grievance shall be presented and considered only through the procedures established herein.

8.3 Time Limits

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximums, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- 2. In the event a grievance is filed on or after April 15, the time limit set forth herein shall be reduced upon mutual agreement so that the grievance procedure is expedited.
- 3. If a teacher does not file a grievance in writing with the principal or with another supervisor within ten (10) business 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. (revised April 2025)

8.4 Informal Procedures

1. If a teacher feels he or she has a grievance, he or she is required to 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.
2. If, after such discussion with the principal, or other supervisors, 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/CEO.

8.5 Formal Procedures

1. Level One - School Principal:
 - a. If an aggrieved person is not satisfied with the disposition of his or her problem through informal procedures, he or she may submit his or her claim in writing to his or her principal within 10 business days. (revised April 2025)
 - b. The principal shall within five days render his or her decision and the reasons therefore in writing to his complainant.
 - c. The principal shall keep on file a statistical summary of the number and types of grievances processed, including the names and details of the grievance.
 - d. A teacher who is not directly responsible to a building principal may submit his or her formal written grievance claim to the administrator or supervisor to whom he/she is directly responsible and such administrator shall carry out the aforementioned responsibilities the same as the principal.
2. Level Two - Superintendent/CEO of Schools: If the aggrieved person is not satisfied with the disposition of his or her grievance by the principal or other supervisor, or if no decision has been rendered within five days after presentation of the grievance in writing, he or she may file a formal written grievance, including reasons why the employee disagrees with the principal's decision, with the person desiring representation, for the purpose of considering the grievance. The superintendent/CEO shall within five calendar days of such meeting render his or her decision and the reason therefore in writing to the complainant.
3. Level Three - Board of Education: If the aggrieved person or group is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within five days after conference with the superintendent/CEO, the aggrieved person or people may file the grievance with the Board of Education, including reasons why the employee(s) disagrees with the superintendent/CEO's decision, which shall consider such complaint within 30 days. The aggrieved person or group with a representative of his or her choice, if he or she desires one, may appear before the Board for such a meeting. A decision of the Board on such grievance shall be rendered in writing to the aggrieved person within ten days after such meeting. The Board has the right to include the school lawyer if they so choose.
4. Level Four – Department of Labor
 - A. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the aggrieved person may within thirty (30) calendar days of receipt of the written decision at Level Three, appeal to the Department of Labor pursuant to statute. The inclusion of this paragraph in the grievance procedure shall not constitute a waiver by either party of its right to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

8.6 Rights of Participation

1. No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
2. All parties in interest may be represented at all levels of the grievance procedure by persons of their own choosing, except that no minority union may represent a grievant.
3. The MEA or other representative shall have the opportunity to be present at all levels of the grievance procedure.

8.7 Miscellaneous

1. If, in the course of the 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.
2. Every effort shall be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of grievance procedure.

Forms for the Grievance Procedure found in Appendix G.

APPENDIX A
EXTRA DUTY SCHEDULE

(revised April 2026)

		\$45,225	Base + 10%	Base + 20%	Base + 30%
ACTIVITIES			6 - 10 Years	11-15 Years	16 + Years
Activities Director	15%	\$6,784	\$7,463	\$8,141	\$8,819
Head Boy's Basketball	9%	\$4,071	\$4,523	\$4,975	\$5,427
Head Girl's Basketball		\$4,071	\$4,523	\$4,975	\$5,427
Head Wrestling		\$4,071	\$4,523	\$4,975	\$5,427
Head Volleyball		\$4,071	\$4,523	\$4,975	\$5,427
Head Football		\$4,071	\$4,523	\$4,975	\$5,427
Head Track		\$4,071	\$4,523	\$4,975	\$5,427
Head Cross Country	7.5%	\$3,392	\$3,845	\$4,297	\$4,749
Head Golf		\$3,392	\$3,845	\$4,297	\$4,749
FCCLA		\$3,392	\$3,845	\$4,297	\$4,749
FFA		\$3,392	\$3,845	\$4,297	\$4,749
Assistant Boy's Basketball	6.5	\$2,937	\$3,392	\$3,845	\$4,297
Assistant Girl's Basketball		\$2,937	\$3,392	\$3,845	\$4,297
Assistant Wrestling		\$2,937	\$3,392	\$3,845	\$4,297
Assistant Football		\$2,937	\$3,392	\$3,845	\$4,297
Assistant Volleyball		\$2,937	\$3,392	\$3,845	\$4,297
Assistant Track		\$2,937	\$3,392	\$3,845	\$4,297
Assistant Track		\$2,937	\$3,392	\$3,845	\$4,297
Assistant Golf		\$2,937	\$3,392	\$3,845	\$4,297
Assistant Softball		\$2,937	\$3,392	\$3,845	\$4,297
Assistant Cross Country		\$2,937	\$3,392	\$3,845	\$4,297
JH Girl's Basketball	4%	\$1,809	\$2,262	\$2,714	\$3,166
JH Boy's Basketball		\$1,809	\$2,262	\$2,714	\$3,166
JH Football		\$1,809	\$2,262	\$2,714	\$3,166
JH Volleyball		\$1,809	\$2,262	\$2,714	\$3,166
Annual		\$1,809	\$2,262	\$2,714	\$3,166
Prom Advisor (2)		\$1,809	\$2,262	\$2,714	\$3,166
Multi Act Play		\$1,809	\$2,262	\$2,714	\$3,166
Multi Act Play		\$1,809	\$2,262	\$2,714	\$3,166

Student Council	2.5%	\$1,131	\$1,583	\$2,036	\$2,488
National Honor Society		\$1,131	\$1,583	\$2,036	\$2,488
Football Cheerleader Advisor		\$1,131	\$1,583	\$2,036	\$2,488
Wrestling Cheerleader Advisor		\$1,131	\$1,583	\$2,036	\$2,488
Boys Basketball Cheerleader Advisor		\$1,131	\$1,583	\$2,036	\$2,488
Girls Basketball Cheerleader Advisor		\$1,131	\$1,583	\$2,036	\$2,488
One-Act Advisor		\$1,131	\$1,583	\$2,036	\$2,488
One-Act Advisor		\$1,131	\$1,583	\$2,036	\$2,488
Student Council		\$1,131	\$1,583	\$2,036	\$2,488
Oral Interp HS		\$1,131	\$1,583	\$2,036	\$2,488
Educators Rising (revised April 2025)		\$1,131	\$1,583	\$2,036	\$2,488
1.5%		\$679	\$1,131	\$1,583	\$2,036
Quiz Bowl		\$679	\$1,131	\$1,583	\$2,036
Oral Interp MS		\$679	\$1,131	\$1,583	\$2,036
Set Developer-One-Act		\$679	\$1,131	\$1,583	\$2,036
Set Developer-Multi Scene		\$679	\$1,131	\$1,583	\$2,036
Vocal		\$679	\$1,131	\$1,583	\$2,036
INACTIVE LIST					
Pep Band	4%				

STIPENDS FOR ADDITIONAL DUTIES

Duty		Duty	
Help Day	\$50/event	Elementary concert Supervision (classroom teacher)/	\$20
Star Spangled Banner performance at games for \$20.00 per event for the adult advisor. (If no Pep Band)	\$20	*Driving the bus w/CLD	\$20
*Driving Mini Bus/Suburban	\$10	Administration may request a teacher to be in charge of an extra-curricular activity.	\$15 (per event)

* These are coaches that consistently drive their players to practice or games. This excludes all activities.

APPENDIX C

Marion School District 60-3

Request for Sick Leave Assistance

Name _____ Position _____ Date _____

Number of applicant's sick days prior to need _____ Number of days requesting _____

Rationale for request:

Members of Sick Bank Committee (2 Administrators and 3 Teachers)

Administrator Date

Administrator Date

Teacher Date

Teacher Date

Teacher Date

Current sick bank balance	_____
Days requested	- _____
New balance of sick bank	_____

VOTE:

Approve _____

Reject _____

APPENDIX D

Marion School District 60-3

Request for Transfer/Reassignment

Name _____

Present Assignment _____

Telephone Number _____

Present Teaching/Coaching Assignment

Assignment (s) Requested

Are you fully certified for the new subject/grade area?

_____ Yes _____ No _____ Not Certain

Reason for Request (s): (The back of this sheet may also be used.)

Approved _____ Not approved _____

Principal Signature: _____ Date: _____

Superintendent Signature: _____ Date: _____

Charlotte Danielson's FRAMEWORK FOR TEACHING

<p>DOMAIN 1: Planning and Preparation</p> <p>1a Demonstrating Knowledge of Content and Pedagogy <ul style="list-style-type: none"> • Content knowledge • Prerequisite relationships • Content pedagogy </p> <p>1b Demonstrating Knowledge of Students <ul style="list-style-type: none"> • Child development • Learning process • Special needs • Student skills, knowledge, and proficiency • Interests and cultural heritage </p> <p>1c Setting Instructional Outcomes <ul style="list-style-type: none"> • Value, sequence, and alignment • Clarity • Balance • Suitability for diverse learners </p> <p>1d Demonstrating Knowledge of Resources <ul style="list-style-type: none"> • For classroom • To extend content knowledge • For students </p> <p>1e Designing Coherent Instruction <ul style="list-style-type: none"> • Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure </p> <p>1f Designing Student Assessments <ul style="list-style-type: none"> • Congruence with outcomes • Criteria and standards • Formative assessments • Use for planning </p>	<p>DOMAIN 2: The Classroom Environment</p> <p>2a Creating an Environment of Respect and Rapport <ul style="list-style-type: none"> • Teacher interaction with students • Student interaction with students </p> <p>2b Establishing a Culture for Learning <ul style="list-style-type: none"> • Importance of content • Expectations for learning and achievement • Student pride in work </p> <p>2c Managing Classroom Procedures <ul style="list-style-type: none"> • Instructional groups • Transitions • Materials and supplies • Non-instructional duties • Supervision of volunteers and paraprofessionals </p> <p>2d Managing Student Behavior <ul style="list-style-type: none"> • Expectations • Monitoring behavior • Response to misbehavior </p> <p>2e Organizing Physical Space <ul style="list-style-type: none"> • Safety and accessibility • Arrangement of furniture and resources </p>
<p>DOMAIN 4: Professional Responsibilities</p> <p>4a Reflecting on Teaching <ul style="list-style-type: none"> • Accuracy • Use in future teaching </p> <p>4b Maintaining Accurate Records <ul style="list-style-type: none"> • Student completion of assignments • Student progress in learning • Non-instructional records </p> <p>4c Communicating with Families <ul style="list-style-type: none"> • About instructional program • About individual students • Engagement of families in instructional program </p> <p>4d Participating in a Professional Community <ul style="list-style-type: none"> • Relationships with colleagues • Participation in school projects • Involvement in culture of professional inquiry • Service to school </p> <p>4e Growing and Developing Professionally <ul style="list-style-type: none"> • Enhancement of content knowledge and pedagogical skill • Receptivity to feedback from colleagues • Service to the profession </p> <p>4f Showing Professionalism <ul style="list-style-type: none"> • Integrity/ethical conduct • Service to students • Advocacy • Decision-making • Compliance with school/district regulations </p>	<p>DOMAIN 3: Instruction</p> <p>3a Communicating With Students <ul style="list-style-type: none"> • Expectations for learning • Directions and procedures • Explanations of content • Use of oral and written language </p> <p>3b Using Questioning and Discussion Techniques <ul style="list-style-type: none"> • Quality of questions • Discussion techniques • Student participation </p> <p>3c Engaging Students in Learning <ul style="list-style-type: none"> • Activities and assignments • Student groups • Instructional materials and resources • Structure and pacing </p> <p>3d Using Assessment in Instruction <ul style="list-style-type: none"> • Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and monitoring </p> <p>3e Demonstrating Flexibility and Responsiveness <ul style="list-style-type: none"> • Lesson adjustment • Response to students • Persistence </p>

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APPENDIX F

Coaches' Evaluation

(established May 2017)

Coaches Name/Sport _____ **Evaluator** _____

4 – Outstanding 3 – Satisfactory 2 – Improvement Needed 1 –Unsatisfactory N/A

Player-Team Improvement

Characteristics

- 1. Provides positive direction for program
 - a. Develops short and long range goals for the program 0
- 2. Evaluates athletes progress effectively 0
- 3. Demonstrates ability to motivate athletes
 - a. Athletes are enthusiastic toward the sport 0
- 3. Develops and maintains student participation 0
- 4. Provides colleges with information regarding players 0

Comments:

Public Relations

Characteristics

- 1. Develops and maintains a good public relations Program for the sport
 - a. Makes information available to students, parents, and community. Practice, travel and game schedules 0
 - b. Provides media with necessary information 0

Comments:

Organization

Characteristics

- 1. Demonstrates evidence of effective planning and preparation for instruction of athletics
 - a. Prepares activities designed to effectively teach and challenge athletes 0

- b. Is prepared on time for practice to begin 0
- c. Manages practice time efficiently and effectively 0
- d. Completes duties accurately and in a timely manner 0
- e. Time on task is adequate and appropriate 0

Comments:

Knowledge

Characteristics

- 1. Demonstrates an understanding of the sport
 - a. Displays knowledge of the rules and regulations of the sport 0
 - b. Displays competent knowledge of the athletic skills for the sport 0
 - c. Understands and implements appropriate coaching strategies during practice and games 0
 - d. Supervises students well 0
- 2. Demonstrates a commitment to professional growth
 - a. Participates in professional organizations 0
 - b. Supports school and district rules 0

Comments:

Technique/Strategy/Judgment

Characteristics

- 1. Uses effective teaching techniques and strategies
 - a. Provides atmosphere conducive to learning 0
 - b. Gives clear, concise directions 0
 - c. Provides opportunities to practice skills 0
 - d. Tries new and innovative techniques/strategies 0
- 2. Makes proper judgements during contests 0

Comments:

Interpersonal Relations

Characteristics

- 1. Cares about players
 - a. Shows respect for athletes 0

- b. Recognizes athletes on special occasions 0
- c. Players know expectations 0
- d. Communicates effectively in oral/written form 0
- 2. Communication with parents
 - a. Knows parents 0
 - b. Keeps parents informed-when, where, how to get to practice and games 0
 - c. Parents know expectations and philosophy 0

Comments:

Coaches Behavior And Image

Characteristics

- 1. Demonstrates good sportsmanship 0
- 2. Maintains proper bench decorum 0
- 3. Sets an appropriate example for the athletes 0
- 4. Demonstrates a positive outlook toward athletes, the school and athletics 0
- 5. Courteous, friendly and respectful to:
 - a. coaches 0
 - b. officials 0
 - c. school officials 0
 - d. fans & parents 0
- 6. Appropriate dress for games and practice 0
- 7. Does not let coaching interfere with classroom work 0

Comments:

Discipline

Characteristics

- 1. Players behave appropriately
 - a. Players aware of training rules 0
 - b. Players show respect for coaches and teammates 0
- 2. Coach maintains proper behavior of athletes
 - a. Gives appropriate consequences for rules violations 0
 - b. Maintains proper practice and game decorum 0
 - c. Is courteous and sensitive, but firm when dealing with athletes behavior problems 0

Comments:

APPENDIX G
REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL ONE

(To be completed by aggrieved person)

Date of presentation to principal: _____

Name of aggrieved person: _____

Home address: _____

School: _____

Principal: _____

NATURE OF GRIEVANCE: SETTLEMENT REQUESTED:

Signed: _____

Aggrieved person

REPLY TO LEVEL ONE GRIEVANCE

Date reply sent to aggrieved person: _____

Name of aggrieved person: _____

Home address: _____

School: _____

Date of presentation of grievance to Principal: _____

Reply of Principal with rationale:

Signed _____

Principal

ADD TO THE TABLE pg.23

Football Cheer \$1,131

Wrestling Cheer \$1,131

Boys Basketball Cheer \$1,131

Girls Basketball Cheer \$1,131

This agreement is entered into by and between the parties whose authorized signatures appear below:

For the MEA Association

Date

For the Marion School Board

Date

Heidi Roth

Scott Tieszen

Carson Gross

Jennifer McConniel

Chelsea Gunderson

Topic: Hazardous Conditions in Schools- **The MSB and MEA will work to put this item into place for the potential 2026-2027 school year.**

The District agrees to do everything reasonably necessary to create and maintain safe, healthful and sanitary working conditions in the schools.

No educator shall be discharged or disciplined for refusing to work if such refusal is based upon a reasonable belief 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. No educator shall be retaliated against for filing a claim based on a reasonable belief that the working conditions are not safe, or sanitary or might unduly endanger his/her health.

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.

Topic: Educator Safety Protections from Student Behaviors - **The MSB and MEA will work to put this item into place for the potential 2026-2027 school year.**

1. 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.

2. 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.

3. 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.