3-24.6 Approval of Agreement

The Bennett County School District 3-1 Board of Education and the Bennett County Education Association hereby approve the afore included negotiated agreement.

This agreement will remain in force until negotiations are completed and a new agreement is executed by the parties or imposed by the Board of Education pursuant to the impasse procedure.

Approved this 13th day of April by the Bennett County Education Association, by its President.

Jill Bolzer Jill Bolzer

BCEA President—Sign and Print Name

Approved this 20th day of April, 2026 by the Bennett County School District 3-1 Board of Education by its Chairman.

Michael V. Olson Michael V. Olson

This agreement is for 2026-2027 school year.

Bennett County School District	Board Policy: 4017
Policy Manual	

Certified Negotiated Agreement

2026-2027 School Year

BENNETT COUNTY SCHOOL DISTRICT 3-1

AND

BENNETT COUNTY EDUCATION ASSOCIATION

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3-19 NEGOTIATION PROCEDURES

3-19.1 Negotiation Procedures-Certified Instructional Staff

A. Attaining Objectives

Attainment of the objectives of the educational program of the district requires mutual understanding, and cooperation among the Board, the superintendent, the staff and the professional teaching personnel.

To this end, free and open exchange of views is desirable, with all parties participating in deliberations leading to the determination of matters of mutual concern.

B. Professional Teaching Personnel

It is recognized that teaching is a profession requiring specialized qualifications, and that the success of the educational program of the district depends upon the maximum utilization of the abilities of teachers who are will satisfied with the conditions under which their services are rendered.

C. Teacher Participation

The Board and superintendent, or their designees, will meet with the authorized representative(s) of the teachers for the purpose of discussing and reaching mutually satisfactory agreements on rates of pay, wages, hours of employment or other conditions of employment.

D. Procedures

Meetings composed of the authorized representative(s) of the employees, the Board and the superintendent shall be called upon the written or oral request of any one of the parties involved. Such a request for meeting should state specific reasons for the request.

Requests from the employees' authorized representative(s) will be made directly to the superintendent or a representative. Requests from the superintendent or the Board or their representative(s) will be made to the authorized representative(s) of the employees. A mutually convenient meeting date will be set within fifteen (15) days of the date of the request.

E. Exchange of Facts and Views

All facts, including budgets and financial resources information, opinions, proposals and counter-proposals will be exchanged freely during the meeting or meetings and all efforts will be made to reach mutual understanding and agreements.

F. Requests for Assistance

The participants may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.

All participants have the right to utilize the services of consultants in the deliberations with the understanding that the parties responsible for calling for such services are liable for the expense.

G. Agreement

When the employee's authorized representative(s) and the Board reach agreement, they will present the tentative agreement to their respective organization for approval. After approval by both organizations within a time agreed upon, the agreement will be made a part of the official policy of the Board.

3-20 EMPLOYMENT

3-20.1 Instructional Load

A. The administration shall be responsible to the Board of Education for the equitable distribution of work among the members of the staff.

B. The school day shall be from 7:30 a.m. to 4:30 p.m. The actual period of time assigned for such duty hours shall be made by the person in charge and shall be adjusted to the needs of the department, division or level to which the teacher has been assigned. (7-24-06)

C. Teachers are expected to continue their classroom duties from student dismissal time to the time set for teacher departure from the building unless extracurricular assignments or professional or departmental meetings conflict.

D. Teachers are expected to attend meetings with parents as well as meetings called by the building principal and general meetings called by the superintendent. In case of general meetings which are to be held during the school day, dismissal time shall be designated by the superintendent.

E. Extra-duty assignments such as noon duty and club sponsorships will be made by the appropriate principal.

F. Primary grades (K-3) should only contain 23 students. If over 23students are scheduled to be in the classroom, an aide may be provided. Certified Classroom teacher is responsible to visit with the building administrator to share their rationale as to the need for an aide for that classroom. Class size with an aide shall be limited to 27students. Class loads will be set on pre-enrollment figures, so staffing can be determined. If class size grows above the stated numbers during the school year no staff will be added, unless the size grows 7 students above the stated limits. Class size would be above 34 students before another aide would be added and 43 before another teacher would be added. (4/18)

G. Substitute teacher placement and hiring will be done at the discretion of the building level administrator based on individual circumstances. However, it will be the general philosophy that any certified teacher who will be absent for more than 1/2 day, an attempt for a substitute teacher will be made.

3-20.2 Length of School Term

The school year shall consist of at least 159 actual days in session. (4 - 11)

3-20.3 Concurrence with School Calendar Provisions

A. There can be no changes in the calendar without the input of the recognized negotiation body of the certified staff. (7-24-06)

3-20.4 SUPERVISION AND EVALUATION PLAN

Supervision is a formative, systematic, continuous process to provide objective feedback, coaching, and opportunities for growth to educators.

Evaluation is a summative process based upon the supervisory process to assess objectively the current level of professional performance of an educator.

The primary purposes of supervision and evaluation are to focus on the improvement of instruction in the classroom and to assist the educator with recommendations for professional growth as an educator and employee of the Bennett County School District.

An educator is defined as any person, exclusive of administrators, charged with responsibility in the field of education and certified by the State as a classroom teacher, school counselor, school librarian or other specialist within the district.

The Bennett County School District will utilize the Danielson model for teacher evaluation. This teacher evaluation model includes a focus on professional practices and a focus on student growth.

EVALUATIONS OF PROFESSIONAL PRACTICE

Evaluations will be based on **a minimum of 8 components, including at least one from each of the four domains listed below. (4/23)**

Domain 1 – Planning and Preparation

Domain 2 – The Classroom Environment

Domain 3 – Instruction

Domain 4 – Professional Responsibilities

The observation schedule is a follows:

Probationary Teachers: Teachers in years one through three of continuous employment

- Minimum of 2 formal observations of professional practice per year; one per semester
- Minimum of 4 informal observations per year

Non-Probationary Teachers: Teacher in his or her fourth contract and beyond

- Minimum of 1 formal observation of professional practice every 2 years
- Minimum of 4 informal observations per year
- Evaluation feedback discussion between administrator and certified staff member will be completed within 7 school days from the formal evaluation. If an extenuating circumstance develops that will not allow the administrator and certified staff member to complete the evaluation process within 7 school days, this will need to be noted on the evaluation document and signed by both the administrator and the certified staff member. (4/18)

Professional Practice Rating

The district will use the Framework for Teaching rubrics to determine a level of performance for each component evaluated, assign point values to component-level performance, calculate an average score for all components evaluated, and assign one of four overall professional practice ratings.

Professional Practice Rating Schedule is as follows:

- Probationary—Yearly
- Non-Probationary—Every other year

EVALUATIONS OF STUDENT GROWTH (SLO'S)

The district will use student-learning objectives as a measure of a teacher's impact on student growth.

SLO schedule is as follows:

- Writing of the SLO and approval (using the SLO Process template and SLO Quality Check- list—October
- Review of SLO progress—January
- Establish Student Growth Performance based on SLO goal attainment—May (date may be adjusted with approval from evaluator)

SUMMATIVE TEACHER EFFECTIVENESS RATING

The district will use the summative rating-scoring matrix to combine the professional practice rating and student growth rating into one summative effectiveness rating of Below Expectations, Meets Expectations or Exceeds Expectations.

Summative Teacher Effectiveness Rating Schedule is as follows

- Probationary—Yearly
- Non-Probationary—Every other year

The final evaluation will be a compilation of the informal and formal evaluations. This will include a document indicating future employment status for the following year.

PROFESSIONAL GROWTH FOR TEACHERS

- Teachers will reflect upon feedback provided through evaluations and develop and individual professional growth plan, which is reviewed and approved by the evaluator

PLAN OF ASSISSTANCE

- If a plan of assistance for non-probationary teachers is needed, the principal will work with the teacher to prioritize areas of improvement.

3-20.5 GRIEVANCE PROCEDURE

The policy and procedure of processing a grievance shall be in accordance with SDCL 3-18-15.3 and other relevant statutes.

In accordance with SDCL 3-18-15.1, the word "grievance" as used herein shall mean a complaint by a public employee or group of public employees based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, policies, rules or regulations of the Bennett County School District 3-1, as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non-

existing agreement, contract, policy, rule or regulations not a "grievance" and is not subject to this policy statement.

Whenever any employee or group of employees has a grievance, they shall meet on an informal basis with the superintendent within thirty (30) **calendar (6/20)** days after the employee(s), through the use of reasonable diligence, should have the knowledge of the occurrence that gave rise to the grievance. The superintendent shall set a meeting date after the appeal has been filed. Within seven (7) **calendar** days after the meeting, the superintendent shall serve a written disposition of the matter upon the party or parties involved.

Within five (5) **calendar** days after receipt of the above disposition the employees may, if the grievance remains unresolved, appeal to the Board of Education. The Board shall hold a formal hearing within ten (10) **calendar** days or at its next regularly scheduled meeting, whichever comes sooner, and serve a written disposition of the matter on the party or parties within ten (10) **calendar** days after the hearing. **The calendar days at this stage may be waived upon written agreement by both parties. (6/20)**

The employees may, if the grievance remains unresolved after the above hearing, appeal in writing to the South Dakota Division of Labor and Management Relations. Such appeal shall be in writing on forms prescribed by the Division, and the Division shall, in accordance with its rules and regulations conduct a hearing and issue an appropriate order covering the points raised.

If the employees fail to appeal within the time limits established, the grievance shall be considered void. If the employer fails to respond within the time limits, the grievance shall move to the next level. Time limits can be waived only upon a showing of reasonable excuse to the satisfaction of the South Dakota Division of Labor and Management. (7-24-06)

The employees shall at their option, have the right to be represented at all steps of the grievance procedure by a representative or employee organization selected or approved by the employees.

Where the representatives represent a majority of the employees, they shall present appropriate documentation of such fact.

If a grievance initiates an action in a duly constituted court of law, this procedural policy shall not be available unless directed otherwise by said court.

If the grievance is not resolved in the informal meeting between the employee and the superintendent, and the employee wishes to utilize the other steps set forth and provided herein, the grievance shall be reduced to writing, so that a written record therefore may become a part of the file and become the basis of the hearing herein provided.

3-20.5.1

BENNETT COUNTY SCHOOL DISTRICT 3-1

FORMAL GRIEVANCE FORM FOR FACULTY AND STAFF

CONTACT INFORMATION:

_____

Name (Please Print)

_____

Home Address Home Phone Number

_____

Department Office Phone Number

REASON FOR GRIEVANCE:

_____

_____

_____

DETAILS OF GRIEVANCE:

Date(s) the alleged incidents/action(s):

_____

_____

_____

Witness(es) (if any):

_____

Witness one

_____

Witness Two

Who is the grievance against?

Name Department

Name Department

DESCRIPTION OF GRIEVANCE: (attach additional information if necessary)

WHAT ACTION HAS BEEN TAKEN?

REQUESTED ACTION TO BE TAKEN?

I, the undersigned, do hereby authorize the designated School officials under policy 3-20.7 to conduct inquiries or investigation procedures as needed with respect to the investigation/resolution of this grievance. I understand that information regarding my grievance may be shared with applicable School officials in order to acquire sufficient information with respect to the investigation as well as any follow-up activities that may be required in relation to the School's response to my grievance. I also authorize the School to use whatever information may be obtained with respect to this grievance in any legal or formal proceedings that may involve the issues contained herein. I affirm that I have read the above grievance and that it is true to the best of my knowledge, information, and belief.

Signature	Date	Designated School Official	Date

3-21 REMUNERATION

3-21.1 Contracts

A. Teachers cannot be awarded a teaching contract for more than one (1) year.

B. All contracts with instructional personnel employed by the Board, except substitutes, shall be in writing and signed by the teacher, Board Chairman and Business Manager.

C. The contracts shall specify the date on which the school year shall begin, the term of employment, the wages per month, and the time of payment thereof.

D. The teacher's contract will state that the teacher will work for 159 days. (4-11)

E. Such contracts shall be signed in not less than duplicate, with one (1) copy filed in the office of the business manager and other retained by the teacher.

F. Nothing in sections of continuing contracts or annual contracts shall be construed as in any manner repealing or limiting the operation of any existing law with reference to the dismissal of teachers for cause.

G. All teachers signing their first contract with the Bennett County School District will furnish the district with a completed Health Physical form as prescribed in SDCL: 13-43.3 and the District will be responsible for the cost of the health physical.

3-21.2 Hiring Guide Placement and Movement

A. Placement on Hiring Guide

All new employees are allowed to come in on the appropriate lane of the hiring guide. (7/07)

The Board reserves the right to hire off the "hiring schedule" when necessary. (3-14).

B. Movement of Hiring Guide

To secure horizontal advancement on the hiring guide, a certified staff member shall earn the necessary credit hours in the area of his assignment. Such credits shall be graduate credits earned after graduation from college. Undergraduate and certificate renewal hours may also be used for horizontal advancement if they receive prior approval, in writing, by the superintendent. Teachers must submit in writing, no later than May 1 a letter of intent to make a lane change.

To receive the appropriate salary adjustment for the current year employees who complete an advanced degree or a designated number of credit hours shall provide the superintendent with proper notification within fifteen (15) days after commencement of the school year.

To receive an incremental increase as set forth in the hiring guide, a teacher must teach in the District for at least one (1) full semester.

Increments for teachers that move from BA+24 to MA will receive a $700 increase; those going from MA to MA+12 will receive a $750 increase, and those moving from MA+12 to MA+24 will receive a $800 increase. (3-14)

3-21.3 Additional Remuneration

A. When a member of the teaching staff performs an extra-curricular activity that has been determined to be compensable through negotiations the compensation for such shall be determined under the Supplemental Salary Schedule.

B. When a teacher is in charge of students taking part in events not covered under the Supplemental Salary Schedule on days when school in not in session, the teacher shall be compensated for such time with $150 per day. Such events must be approved by the superintendent prior to participation. (4/11)

C. The school district will pay the dues to a curriculum organization of the teacher's choice.

D. If medical and or physical examinations are required by the district for current certified staff, the district will pay for said medical or physical examinations. (Including x-rays for TB test for those allergic to the skin test.)

E. The Board shall authorize the payment of one hundred fifty dollars ($150) for college credit, certificate renewal hours, conferences, workshops, etc. providing the course, renewal hours and or activities are approved by the Superintendent. These funds may accumulate to four hundred fifty dollars ($450) over a three-year period. These funds may be used for tuition, fees, travel, meals and lodging. If the course work or activity involves loss of school time, substitutes will be provided. If more than three (3) will be lost, Board approval is required.

*** This provision ends on June 30, 2011. Any money currently accumulated by employees will stay and they may use as point E states. (4-11) ***This item will be removed from the negotiated agreement after the 2019-2020 school year.

F. Teachers will be paid $150.00 for non-contracted school days, if the non-contracted time is 1/2 day, the rate will be $75.00. (4/25)

3-21.4 Payment of Salary

The school district will pay a teacher on a twelve (12) month schedule, receiving the first check in September, and the last check in August. (4/7/08)

3-21.5 Hiring Schedule — Adding $2503 (5%) for the 2026-27 school year-Adding $2000 for the 2025-26 school year- Adding $2610 (6 percent) for the 2023-2024 school year (4/23)2022-2023—Adding $2080 for the 2022-2023 school year (4/22)2021-2022—Adding $695 for the 2021-2022 School Year (2/21)

**Base $52,563 Going from BA to BA+12 is an additional $525; Going from BA+12 to BA+24 is another $525; Going from BA+24 to MA is another $700; going from MA to MA+12 is another $750; from MA+12 to MA+24 is $800; Each Level going down should equal $525, regardless of column.

	BA	BA +12	BA + 24	MA	MA + 12	MA + 24
Level 1	$52,563	$53,088	$53,613	$54,313	$55,063	$55,863
Level 2	$53,088	$53,613	$54,138	$54,838	$55,588	$56,388
Level 3	$53,613	$54,138	$54,663	$55,363	$56,113	$56,913
Level 4	$54,138	$54,663	$55,188	$55,888	$56,638	$57,438
Level 5	$54,663	$55,188	$55,713	$56,413	$57,163	$57,963
Level 6	$55,188	$55,713	$56,238	$ 56,938	$57,688	$58,488
Level 7	$55,713	$56,238	$56,736	$57,463		
Level 8	$56,238	$56,763	$57,288	$57,988		
Level 9	$56,763	$57,288				
Level 10	$57,288	$57,813				

Supplemental Salary Schedule

Base Pay: $50,060	**7% of base pay** ($3504)	**5% of base pay** ($2503)	**4% of base pay** ($2002)	**3% of base pay** ($1502)
	Head Coach	**Assistant Coach**	**Streaming Club Advisor**	**Middle School Coach**
	Football	Football		Football
	Cross Country	Cross Country		Cross Country
	Volleyball	Volleyball		Volleyball
	Cheer w/Travel	Wrestling		Wrestling
	Wrestling	Basketball		Basketball
	Basketball	Golf		Golf
	Golf	Track		Track
	Track	Teča Wačipi Okolakičiye Dance		Play Director/One Act
				Junior Class Advisors
				FFA
				Hand Games

2.5% of base pay ($1252)	**2% of base pay** ($1001)	**1% of base pay** ($501)
Year Book	Senior Class Advisors	Key Club
Student Council		Science Club
Jobs for Americas Graduates		Art Club
		Acalympics
		National Honor Society

6-12 Music Director $2400 per year (3.21.3(f) does not apply (3-14)
Elementary Vocal Music Director – performances on non-contract days paid according to policy 3-21.3(f)

1. All returning parties responsible for the above activities will not receive less than their current contract.

2. The percentages are based off of the negotiated base pay and are subject to change as the base pay changes. (Maximum of five years of raises.) All parties being paid by these percentages get the computed dollar amount for the current school year.

3. Previous experience in the activity considered will be accepted up to 6 years. One-half percent (0.005%) will be applied to every year of experience up to 6 years. Previous experience will be considered as long as the experience is from the middle school, high school, or college level.

The board will pay the National Federation Interscholastic Coaches Association dues for each coach.

Supplemental salary will be paid at the end of each activity after all requirements are met. (5/12)

In order to meet the accountabilities, if necessary, the board reserves the right to increase salary and or benefits, without reopening negotiations (4/18)

The board will pay $25.00 (4/25) for work approved by the board of education or the school administration outside the working hours of certified staff. Reimbursable hours will be established by the administration. Included in "work" may be but not limited to the following: Curriculum revision, policy update/revision, assigned detention to certified staff after duty hours, **IEP's, tutoring, Friday School** (staff would not be paid while a stipend is offered through a national, state or other organization.) **curriculum/course development when a voluntary or involuntary transfer occurs after June 1 up to the start of the school year.** This does not include concerts, showcases, Family Fun Nights etc. Any of the approved activities above or by building administrator approval (over 30 minutes) after 4:30 --to receive compensation, staff must submit a voucher signed by the building principal and the Federal Programs Director if applicable (4/2022) Moved down from: (The board will pay the National Federation....)

Activities Drivers:

Non CDL activity drivers (coaches, teachers, or Chaperones) shall be paid a rate of 40 cents per mile, from the point of student pick-up until they are dropped back off on school grounds. The School District shall not pay activity drivers milage for picking up or dropping off students off of school grounds.

CDL drivers for activities shall be paid a rate of 25.00 dollars per hour from the time the driver arrives at the bus barn util they leave the bus barn. An activity is any event deemed by the School District to need a bus for transportation.

For overnight activity trips, the School District will provide the activity driver a motel room. The driver shall not be paid for an 8-hour sleep cycle (starting at 10PM and ending at 6AM). For multiple day activities the driver's pay will be reduced (between sleep cycles) to minimum wage for the day or days that no distant driving is required.

3-21.7 INSURANCE PROGRAM

A. Full-time employees shall be entitled to participate in a group insurance plan as accepted by the Board of Education and a majority vote of said District employees. Employees will not receive any compensation over and above the cost of insurance. (4/17)

B.

Starting with the 2025-2026 school year, all employees working for the district are eligible to receive $772 towards either a single plan, employee plus spouse, employee plus children or a family plan. (4/25)

C. If a teacher can show that he/she has major medical health/accident insurance coverage through his/her spouse's employer or is covered by I.H.S. then the school district will pay that teacher an amount equal to $3,060 per year. This amount will be paid in 12 monthly payments of $255 per month. Payments will begin

with the September paycheck and will continue through the August paycheck. (3/13). This provision will end starting with the 2017-2018 school year. All staff currently receiving the benefit for the 2016-2017 school year will continue to receive the benefit. Should a staff member need to once again take the school insurance, the $3060 per year benefit will be forfeited and they will receive $645 towards either a single plan, single + 1 plan or a family plan. Staff cannot receive both the insurance benefit and the stipend. (4/17)

D. If both spouses of a family are employed by the school district, they may combine their insurance benefits, as defined above, towards the plan of their choosing. Employees will not receive any compensation over and above the cost of insurance, if the combined insurance benefit exceeds the insurance cost. (7-07)

E. Any school employee that retires and is re-hired by the district, will be eligible to receive $655per month towards either a single plan, single +1 plan, or family plan. (3/19)

3-21.8 INSURANCE PROGRAM REVIEW/SELECTION

A. Committee Formation

An insurance review/selection committee may be formed when a petition, signed by at least fifteen percent (15%) of those employees insured, is presented to the district superintendent by December 1 of any school year. Upon receiving the petition, the superintendent will convene an insurance program review/selection committee within fifteen (15) days.

B. Certified Staff Representation

The certified staff members shall be represented on any district committee reviewing, selecting or proposing changes in the district's group insurance program.

Representation shall be in proportion to the number of certified and other staff employed and insured by the district.

3-21.9 Hiring Bonus (3/14)

A. A. $5,000 A "hiring bonus" for certified teachers may be paid out. with the following schedule

• $5,000, one-time bonus, paid at beginning of the school year; (4/18) (6/20)(3/26)

• If the employee chooses not to return following their first year, they will repay $1000 the required amount as stated in the contract of the original "hiring bonus." (6/20) (3/26)

• If the employee would leave prior to the completion of the first school term, they would repay the entire "hiring bonus" that they had already received.

3-21.10 National Teacher Board Certification (5/12)

A. Any certified teacher that completes National Teacher Board Certification and provides documentation proving certification will receive a $3,000 stipend. This is one-time money and does not go on their regular salary. They will be paid the $3,000 over a 3-year period, with payments taking place in the next three September paychecks following National Board Certification. Any remaining payments would cease if the staff member left the district.

3-22 STAFF DEVELOPMENT AND GROWTH

3-22.1 In-service Program

The Bennett County Schools will maintain an in-service program for staff development which will:

1. Provide staff members with competencies needed to be proficient and effective in performing their job responsibilities.

2. Encourage staff members to attend workshops in their field.

3. Provide a way of communicating to employees that the district cares about them and the quality of their work.

3-22.2 Professional Growth Activities

District-Initiated Activities:

At the discretion of the superintendent or their designees, teacher(s) may be requested to attend meetings, conferences and/or workshops to fulfill district commitments. The payment of officially approved customary expenses incurred in attendance shall be paid by the district. "Customary Expenses" shall mean all reasonable expenses necessary and actually incurred by a district employee in attendance at an approved meeting including those for transportation, lodging, food, registration fees and substitutes. See Section 3-21.3 E

3-23 LEAVE DURING SCHOOL YEAR

3-23.1 Sick Leave

A. Sick leave allowances are available for all regularly appointed full-time employees of the Bennett County School District. Sick leave is provided to give both the employee and the district a reasonable amount of protection for employees and the district a reasonable amount of protection. The employee should not be expected to return to work before it is wise to do so. On the other hand, the district should be protected from the employee who wishes to return to work before he is able to fully function on a competent level physically and/or psychologically.

Sick leave may be accumulated at the rate of ten (10) days per year up to fifty-five (55) days. Part-time certified staff members are granted sick leave proportionate to their fractional contracts. A maximum of sixty-five (65) days of individual sick leave may be used in one school year.

B. All teachers hired on contract shall receive on the first day of service a block of ten (10) days sick leave. These ten (10) days shall represent all the teacher's sick leave for the year.

C. If a teacher should be released or leave before the termination of the school year, the teacher shall be credited with only that portion of the ten (10) days computed from the fractional portion of completed service. The final payment shall be reduced by the appropriate number of contractual days paid for any sick leave days used over the allotted number.

D. All the unused days actually earned shall be added at the end of each fiscal year to the employee's sick leave reserve.

E. When more than three (3) consecutive days of sick leave are used, a staff member shall provide the superintendent with a doctor's statement, if requested.

F. The district may, at any time, ask employees to provide a statement from an appropriate health professional to certify that they are psychologically competent and/or physically able to continue or resume their duties as a district employee. When the district requests such a professional examination, it will provide written reasons and will bear the expense of the requested examination.

G. Emergency Leave:

1. Each employee shall be granted the privilege of using a maximum of ten (10) days sick leave to cover absences due to emergencies of illness or injury to family members or close personal friends. Immediate family is defined as spouse, children, parents, and step-children. Employees may use accumulated paid sick leave to attend to immediate family members. Extended family is defined as significant other, brother, sister, mother or father in-laws, grandfather, grandmother, and grandchildren of the employee. (6/20)

H. Sick leave will be deducted in one-hour increments. (4-11)

3-23.2 SICK LEAVE BANK

A. Membership in the bank is voluntary, and each member of the bank must donate a maximum of two (2) days of their annual sick leave to the bank within ten (10) days after the beginning of employment.

B. At the time the bank accumulates 300 days, current members shall be considered to have a vested interest in the bank and, providing that the bank maintains a 300-day balance, shall no longer be required to make an annual contribution to the bank in order to maintain their membership.

New employees will have access to the sick leave bank upon hire if they contribute two (2) days of annual sick leave within ten (10) days after the start of the current school year and continue to donate 2 days for 5 years. New employees will no longer contribute after 5 years as they will then be considered vested in the sick leave bank. (Vested is 5 years)

Sick leave which is-donated to the bank by new employees shall be maintained in a separate account which shall-be used to replenish days which are used out of the annual sick leave bank.

In the event that the supplemental bank is depleted, and the balance of the sick leave bank-falls below a total of 300 days, all bank members will be required to contribute one (1) day of-annual sick leave per year until the bank reaches an accumulation of 300 days.

C. A member will be able to use the following number of days from the sick leave bank:

1. First year of employment through the tenth (10) year of employment a maximum of 100

days cumulative may be used.

2. Eleventh (11) year of employment through the twentieth (20) year of employment a

maximum of 125 cumulative may be used.

3. Twenty-first (21) year of employment through the thirtieth (30) year of employment a maximum of 150 cumulative days may be used.

4. Thirty-first (31) year of employment through the fortieth (40) year of employment a maximum of 175 cumulative days may be used.

5. Forty-first (41) year of employment through the fiftieth (50) year of employment a maximum of 200 cumulative days may be used.

D. Preconditions for employees to meet prior to the use of the sick leave bank:

1. The member must have exhausted all their leave resources.

2. Use of the bank will be on a first come, first served basis.

3. A member must have an absence due to an illness or injury of five (5) consecutive days after all leave has been used before a request may be submitted for sick bank days. This is for each and every absence.

4. In case of ongoing illness, rehabilitation, therapy, or injury the BCEA sick leave bank committee has the right to waive the consecutive day clause.

E. Recommendation for the administration of the sick leave bank will be handled by a committee of five (5) teachers, appointed by the recognized teacher negotiating organization. Record keeping will be done by the district business office and the recognized negotiating organization shall have the right to periodically examine the records during normal business hours.

F. All requests for the use of the bank must be submitted in writing to the business office and must be supported by a written statement from the employee's personal physician. The business office will forward the request and the records of sick leave used to the committee for a decision.

G. A member withdrawing from the membership in the bank will not be allowed to withdraw their contributed days.

H. Administration of the sick leave bank is subject to the district Board approval or disapproval at the next regular Board meeting. Prior to the Board's decision the advisory committee chairman will present the committee's recommendations to the board.

I. If the sick leave bank is under 300 days at the end of a school term, a member may at the end of the year donate his unused sick leave that he would lose to the bank to bring the bank's total pool days to 300 days.

J. In the event the Sick Leave Bank balance of days available goes to zero, members of the bank may each contribute up to two days to replenish the bank.

K. If more than 15 days of leave are required for parental leave it shall become sick leave and follow the sick leave policy.

3-23.3 Parental Leave

A. Upon written application to the Superintendent, a parental leave of up to six (6) months shall be granted to a teacher for the purpose of child bearing and/or child rearing.

The teacher, in writing notification, shall indicate:

1. Whether the teacher wishes to apply for a parental leave of absence prior to the birth of the child or continue working until she is no longer able to do so.

2. The requested approximated commencement date.

3. The desired length of the requested leave.

B. A parental leave of absence shall be for a maximum of six months.

C. A teacher shall be entitled to take a parental leave beginning any time after the commencement of pregnancy.

D. A pregnant teacher may continue in active employment as late into the pregnancy as the teacher desires provided the teacher is able to properly perform the required functions and duties. Physician statements may be required from time to time if the ability of the teacher to properly perform the required functions and duties become questionable. The personal physician may be used and paid for by the teacher.

E. If the District want a second opinion, the district will pay.

F. A male teacher shall be entitled, upon written request, to a parental leave of absence for the purpose of child rearing to begin at any time between the birth of the child and six months thereafter. Except in the case of an emergency, a teacher desiring such leave shall make written application for such leave to the principal at least forty-five (45) calendar days prior to the date on which such leave is to begin. If both parents are employed by the district, simultaneous absences may not be requested.

G. A teacher adopting a child shall be entitled to a parental leave of absence for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during a six-month period after receiving custody of the child. Except in the case of emergency, a teacher desiring such leave shall make written application of such leave to the principal at least forty-five (45) days prior to the date of which the leave is to begin.

H. A teacher who is granted a parental leave of absence shall have the following re-employment rights:

1. If a parental leave does not extend beyond ninety (90) calendar days such teacher shall at the expiration of the period for which the leave was granted be reassigned to his/her original or another available position for which he/she are certified for.

2. If a parental leave extends beyond ninety (90) calendar days, upon giving written notice to the superintendent of his/her desire to return to active employment, such teacher shall be assigned to the first

available vacant position for which he/she is certified, provided that if more than one teacher has given such notice, the teacher giving notice at the earliest date shall be assigned to such vacant position. If no such position becomes vacant during the current year, such teacher shall be assigned a position of like status and pay at the commencement of the next school year.

I. Prior to return to employment from a parental leave the Board may require that the teacher's personal physician certify that the teacher is both physical and mentally ready to assume his/her regular duties. The Board may request a second opinion at its own expense and by a physician of its choosing.

J. If a parental leave is not for a period longer than 90 calendar days, reassignment shall be without loss of salary increases as per negotiated agreement, but if such leave is for a longer period of time, such reassignment shall be without accumulation or an increment, if negotiated. While on leave a teacher shall have the option to remain an active participant in the health insurance programs of the district by paying the entire amount which would have been otherwise paid by such teacher and the district.

K. If a parental leave is for ninety (90) calendar days or less, the district will pay the employee's health benefit as negotiated in the insurance program policy.

L. A teacher on parental leave of absence shall not be denied the opportunity to substitute in the school district by reason of the fact that he/she is on such leave.

M. Parental leave under this section is unpaid. (7-24-06)

PAID PARENTAL LEAVE

A. All terms and conditions of the parental leave policy is in force and affect except the following conditions.

1. The district will provide four (4) days of paid parental leave, not to be deducted from the employee's leave balance.

2. These paid parental leave days must be utilized before forty-nine (49) calendar days have elapsed since the birth or custody, in the case of adoption, of the child.

3. If more than 15 days of leave are required, after the fourth (4th) district provided paid day, the leave shall become sick leave and follow the sick leave policy.

4. This parent leave is deducted from sick leave.

3-23.4 Personal Leave

THREE (3) days of paid personal leave will be allowed for circumstances which may require teacher absenteeism.

The leave will not be accumulated or deducted from sick leave and may be used under the following conditions: (6/20)

a. Teachers desiring to use such leave shall submit their request at least two (2) working days in advance of the anticipated absence, except in cases of emergency, for approval by the Superintendent/C.E.O. or his designated representative.

b. Personal leave for the 1st day of school and during the month of May will be allowed with the following:

1) at least two weeks' notice given in writing to immediate supervisor;

2) up to six certified employees on any given day, providing subs can be found;

3) if more requests are made than allowed, it will come down to who put their requests in first. (4-11)

c. 2 days of personal leave will be bought back from the teacher at the rate of $120.00 per day. (4/25)

d. Personal leave can only be used for sick leave if all sick leave is used.

e. Personal leave will be deducted in 1-hour increments. (4/11)

3-23.5 Leave for Jury Duty

1. Any Member of the Bargaining Unit who is called to serve on jury duty, subpoenaed, or to testify in court will be granted release time and will be reimbursed under the following conditions: full pay will be given to the Member of the Bargaining Unit when all reimbursements received for such court and jury duty, except that granted for mileage, room and other expenses which are not a part of the daily wage that has been assigned to the school. This assignment shall be necessary only for those days the Member of the Bargaining would be absent from work. (5/24)

3-23.6 Leave to Serve as Consultant, Judges or Sports Officials

An employee asked to serve as consultant or judge while school is in session shall send a request for release to the superintendent. If permission is granted and the employee is to be reimbursed for his services, he shall make a choice of whether or not to receive his regular salary or the gratuity for his services. If he chooses to accept the regular salary, the gratuity shall be given to the school district and deposited in the General Fund.

3-23.7 Leave to Attend Teachers Organization Meeting

Once each month the teacher's executive board members are authorized to leave their respective buildings when school is dismissed in order to conduct their executive board meeting.

3-23.8 Bereavement Leave

Each employee may be granted bereavement leave upon approval of the Superintendent or his/her designee. (4/11)

3-23.9 Inservice/Parent-Teacher Conference

No leave can be taken during in-service or parent/teacher conference time unless the personal day is granted by the building Principal and Superintendent. Notwithstanding the foregoing provision, leave may be used if the occasion or event necessitating the leave was an emergency beyond the control of the teacher. (Co-curricular coaches/advisors will be exempt if they have activities during these days.)

3-24 CHANGE OF CONTRACT/STATUS

3-24 Extended Leave of Absence

A. The Board of Education may grant extended leave of absence for professional, personal, or health reasons upon application in writing by the employee with the understanding that in most cases it is impractical to assure the employee that the position identical to the one which the employee held will be open to the employee upon returning to the system.

Every effort will be made to fill the position for a period of time equal to the leave requested, but in the event that this is impractical, the employee will be notified of this and must then act accordingly.

B. Such leave of absence cannot be used for a similar position of equal or greater compensation than his/her current position without the approval of the Board of Education.

C. An employee granted an extended leave of absence may continue to be a part of the district insurance program by paying the full cost of the appropriate coverage during the leave.

D. An employee granted an extended leave of absence will retain his/her position on the district salary schedule and number of sick leave days accumulated to date of the beginning of the leave.

E. The leave applicant will complete and sign a Leave of Absence Agreement Contract as included in this policy as 3-22.1 F.

F. Extended Leave of Absence is unpaid. (7-24-06)

3-24.1-F LEAVE OF ABSENCE AGREEMENT CONTRACT

Between Bennett County School District 3-1, Martin, SD

and _____

The above named certified staff member of the Bennett County School District has applied for an extended leave of absence under the terms of District Policy 3-22.1 for the purpose of:

_____

_____

An extended leave for this purpose was granted by the Board of Education on _____.

It is agreed THAT:

A. Such leave will begin _____

and will terminate_____.

B. If the staff member desires to continue to participate in the District's health insurance program, premium payments will be made to the District by the 15th of each month preceding the month of coverage.

C. In order to guarantee retaining tenure, the staff member will notify the Superintendent by April 1 of the leave year, or, in the case of a short-term leave of absence, at least two (2) months prior to the expected termination of the leave.

D. The staff member's placement on the District salary schedule is currently

(20____- 20____ SCHOOL YEAR).

COLUMN _____ STEP _____

_____ _____

School Board President Staff Member

_____ _____

Date Date

3-24.2 Retirement and Severance Policies

A. Certified staff members who leave the system after five (5) years shall be granted severance pay. The amount of such severance pay shall be calculated by multiplying the teacher's daily teaching salary in effect the last full year of service times his/her accumulated sick leave times a factor based on years of experience. This factor is .45 for five (5) years of experience and increases .01 for each year of service thereafter.

B. "Guaranteed Severance Account" (3-14)

When an employee can no longer accumulate sick leave but will lose excess days (when they go over the maximum carry over amount of 55), he/she will place those excess days into a guaranteed severance account. They may accumulate up to 55 days in this account. The account will only be paid as a severance benefit upon meeting the following conditions:

1) It will only be effective upon retirement;

2) It will only be effective if any employee falls below the maximum of 55 days of accumulated sick leave as outlined in policy 3-23.1 (a);

3) Employee can move as many days as they have in the guaranteed severance account to the maximum 55 days for the purpose of calculating severance pay at retirement time in accordance with policy 3-24.2 (a);

4) Days in the "guaranteed severance account" can only be used upon retirement for severance pay – they cannot be used as sick days or for any donation to other members or the sick bank.

C. The Bennett County School District will allow certified employees at or beyond the age of 55 years to retire, and then apply to be re-hired for a position with the school. There is no guarantee that the retired person will be hired back, only that they may re-apply for a position and the Board may hire them back. The following conditions would also apply if the Board re-hired the individual:

1. The certified employee would be allowed to bring back years of experience just like any other new teacher could based on the hiring schedule.

2. The certified employee would be allowed to participate in the South Dakota Retirement System. They would follow all guidelines established by the South Dakota Retirement System.

3. The certified employee will be considered a first-year teacher in the district for all fringe benefits, including health insurance. (all C new 7/07)

D. If an employee retires or resigns by May 31st, that employee will receive all final payments by June 20th. This will terminate group health insurance on June 30th. (4/11)

3-24.3 Assignment and Transfer

A. Voluntary Transfers and Assignments

Employees shall be notified of vacancies within the school system as soon as they occur by posting on DDN, so employees may have the option of applying for the vacancy. (5/24) In the determination of request for transfer or assignment, the matter of instructional requirements, the best interest of the school system, and the convenience and wishes of the individual teacher shall be considered.

Upon request, teachers shall be notified in writing of the disposition of their requests for transfer including the reasons for disposition.

B. Involuntary Transfers and Assignments

Each employee of the Board of Education shall be assigned to a specific position at the direction of the superintendent of schools and may be transferred to any other position for which they are qualified.

Transfers may be at the initiative of the superintendent or other administrative officers for any purpose, which, in the judgment of the superintendent is in the welfare of the employee or the schools. An administrative transfer or reassignment shall be made only after a conference between the teacher involved, the superintendent, and the teacher's immediate supervisor. Before an involuntary transfer or reassignment can be made, the staff member will be given written reasons for the changes a minimum of ten (10) days prior to the conference. (4/7/08) No teacher shall be transferred involuntarily from one position to another without a rational basis. A new contract will be given to the teacher for the new position being offered, with the option to deny the new contract without being assessed liquidated damages (5/24)

3-24.4 Staff Reductions

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

A. The Board will use reasonable efforts to communicate the situation confronting the district to the staff so as to allow the staff a reasonable opportunity, not to exceed ten (10) days from the date of communications, to present possible alternatives, such as early retirement, normal attrition, part-time contract, contract for substitute teaching, and/or other alternatives which could accomplish the same goals.

B. A professional staff member protected by statutory continuing-contract provisions will have priority for employment when qualified and certified for a position held by a person temporarily or not fully certified by the State Board of Education. (7-24-06)

C. When paragraph "B" does not apply in the district, the Board hereby established 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 condition of district, priority of programs, program elimination, recommendation of administrative staff, evaluation records, competency, qualifications,

certification, longevity, educational background, federal and state requirements, as well as any other relevant consideration. (7-24-06)

3-24.5 Termination of Contract - Liquidation Policy

** Should a waiver be requested, the request should be in writing and submitted to the Board with the letter of resignation. The employment contract between the district and employee may be terminated only upon mutual written consent of both parties (and subject to the liquidated damages provision herein) or by the statutory provisions of the laws of South Dakota.

If a teacher submits to the Board a letter of resignation of his/her contract and prior to fulfillment of that contract (based on the school calendar for the year applicable to the teaching contract being resigned) and the teacher submits with the letter of resignation the appropriate amount as set forth below prior to the contract termination date, the Board shall release the teacher from his/her contract provided the resignation letter and appropriate sum is received by the Board (Business Manager or Superintendent) by the following dates:

1. From the time the Board accepts the signed contracts through June 15 - $500;

2. June 16 through June 30 - $1000;

3. July 1 through July 31 - $1,500;

4. August 1 through contracted school year - $2,500.

It is hereby agreed that the amounts herein are presumed to be the damage for breach of an obligation where it is impractical or extremely difficult to fix actual damage, pursuant to SDCL 53-9-5, and is not meant to be nor construed as a penalty. The Board may waive any or all of the amounts due under the liquidated damages policy should the employee's resignation be due to employee's illness, illness in the employee's immediate family, or transfer of spouse's employment to another geographical location when commuting is not practical. Should a waiver be requested, the request should be in writing and submitted to the Board with the letter of resignation.

If not approved, liquidated damages will be paid by the employee. (5/24)