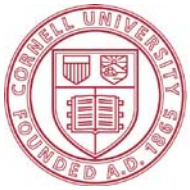

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2003-2008

COLLECTIVE BARGAINING

AGREEMENT BETWEEN THE SCHOOL BOARD OF THE

SIOUX FALLS SCHOOL DISTRICT 49-5 AND THE

SIOUX FALLS EDUCATION ASSOCIATION

Part I: Pre-K – Grade 12

The Sioux Falls School District 49-5 and the Sioux Falls Education Association agree:

Article I - Agreement

Section A - Recognition Agreement

The Board hereby recognizes the Sioux Falls Education Association as the sole and exclusive representative of the counselors, classroom teachers, Southeast Technical Institute instructors, speech therapists, social workers, school nurses, librarians, psychometrists, psychologists, and non-administrative special education professional staff members. Such recognition shall be continuous from year to year unless challenged.

The Board agrees not to negotiate with or recognize as a formal representative any group of teachers or teachers' organization other than the Association for the duration of this agreement or until such time as another organization has been declared the duly elected representative of the teachers by the Division of Labor and Management Relations of the State of South Dakota Department of Labor pursuant to SDCL 3-18.

Section B - Recognition of Board Responsibility

It is recognized and agreed by the parties that the Board is charged by law, SDCL 13-8-39, with the general charge, direction, and management of the schools of the District. It is the intent of the parties that none of the responsibilities imposed upon the Board by this, or any other statute or applicable declaration of common law, be surrendered, nor that anything contained in this agreement be contrary to law or exceed the authority granted to the Board by law. To the extent any part of this agreement does any of the previously mentioned, it is void.

Section C - Definitions

"Agreement" means this contract between the Sioux Falls School District 49-5 and the Sioux Falls Education Association.

"Association" means the Sioux Falls Education Association.

"Board" means the Board of Sioux Falls School District 49-5.

"Certificated personnel" means individuals certificated and regularly employed in a professional capacity by the Board.

"Conditions of employment" means economic benefits, length of time worked, and health and safety of staff members.

"Consultant" means a resource person qualified by training and experience to advise on problems being considered by the parties. Said consultant may or may not be an employee of the Board and may be called upon by either party.

"Mediator" means a qualified person who seeks to assist in the resolution of disagreements.

"Professional negotiations" means an orderly process through which the Association and the Board cooperatively discuss and develop proposed policies related to grievance procedures, economic benefits and conditions of employment.

"Superintendent" means Superintendent of the Sioux Falls School District 49-5 or, where applicable, his/her designee.

"Teacher" means all employees represented by the Association in the bargaining unit.

Section D - Severability

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In that event, the parties to this agreement shall meet as soon as reasonably possible and negotiate a substitute provision according to the provisions in Article II.

Section E - Printing of Agreements

The Collective Bargaining Agreement shall be printed at the expense of the School District after the negotiated agreements are adopted by the Board or as soon thereafter as is practical and presented to all teachers now employed or hereafter employed. Further, the School District shall furnish 25 copies of the Agreement to the Association for its use.

Article II - Negotiation Procedures

Section A - Problem Solving

This level of negotiation is optional and may be pursued upon mutual agreement.

The Board and the Association agree that they will attempt to resolve issues which are negotiable through a process of problem solving. The process may be viewed as a pre-negotiation phase. Problem solving shall be directed toward reaching early settlement, toward reaching settlement amicably, toward all participants viewing the entire process as one of problem solving, and, finally, toward maintaining flexibility as the parties attempt to accomplish goals.

The parties will attempt to complete the problem solving phase of negotiations by January 1. The process should involve the smallest number of people possible. Working groups should normally involve not more than three (3) persons from each party. "Third party" representatives should not be involved. The process should be used to deal with salary and benefit issues and other matters viewed as appropriate to the process. Working groups will reach agreements which are subject to the approval of the parties. Failure to reach consensus or agreement will leave issues subject to formal negotiations.

Section B - Negotiations - Principles

1. As a condition of participating in negotiation, the Board and the Association recognize that their relationships must continue to be characterized by mutual responsibility and respect.

2. The process described in this agreement is dependent on mutual understanding and cooperation. It, therefore, requires a free and open exchange of views with all parties participating in discussion. As a condition of participation in negotiations, both parties agree to negotiate in good faith.

3. Failure in the negotiation process results in financial outlays by both the Association and the Board, which could be used for more beneficial purposes.

4. Subjects of Negotiations - The parties shall negotiate salary, rates of pay, all economic aspects of employment, grievance procedures, hours of employment, and conditions of employment as defined in Section C of Article I. The statutory responsibilities of the Board are not subject to negotiation.

5. No group of employees may discriminate in its membership on the basis of age, race, creed, gender, marital status, disability, grade level, or subject field.

6. The Association shall be entitled to the reasonable use of school communications media as established by the Board.

7. Membership in any organization shall not be required as a condition of employment.

Section C - Responsibilities and Rights

1. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the laws or Constitutions of South Dakota and of the United States, and that it will not discriminate against any teacher because of his/her membership in the Association or collective negotiations with the Board, and his/her institution of any grievance, complaint or proceeding under this agreement; and that the rights granted to teachers in this agreement are in addition to those provided in the above-mentioned statutes and Constitutions.

2. Consistent with the Code of Ethics of the Education Profession, and laws and Constitutions of South Dakota and of the United States, teachers shall be entitled to full rights of citizenship and the exercise thereof shall not be grounds for any discipline or discrimination against a teacher.

3. The parties agree that there shall be no discrimination against any employee or applicant by reason of age, race, creed, gender, marital status, disability, or national origin and that the provisions of this agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory.

4. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each school building. The Association shall have the right to use the established District mail service and teacher mailboxes for communication to teachers.

5. The Association and its representatives shall have the right to use school buildings for local Association meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefore and that such use shall not interfere with the school program.

6. The Association shall have the right to use school office facilities and equipment, including computers, duplication equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise in use. Association use of such facilities and equipment will be permitted provided that:

    a. Request is made and use arranged for in advance with the principal of the school or the office manager of the Instructional Planning Center or their designee.

    b. The use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.

    c. Supplies and expense, in connection with such equipment use, will be furnished or paid for by the Association.

d. Data processing equipment is not included in this provision. However, use of such equipment may be arranged for on an individual case basis with the director of data processing.

7. The Association shall be part of any discussions between the Board and the colleges and/or universities relating to the student teacher agreement.

Section D - Challenge of Recognition

When a question concerning the representation of certified personnel is raised by the Board, employee organization, or employees, such question shall be settled according to SDCL 3-18 and rules promulgated by the South Dakota Department of Labor.

Section E - Procedures

1. Organization: The Superintendent shall call for a meeting of the parties to negotiations not later than ten (10) days following the regular January Board meeting, giving due notice of time and place. Agenda items for subsequent meetings shall be submitted at this organizational meeting. Additional meetings shall be agreed upon by the parties as may be necessary to complete consideration of agenda items as promptly as practical. Meetings shall be scheduled to avoid conflicts with school duties of Association representatives. The Board and the Association each shall have the right to be represented by parties of their respective choosing at negotiating sessions.

2. Caucus: Each party has the right to caucus at any time during the meeting.

3. Executive Session: Each party shall have the right to request executive session.

4. Agenda: An agreed-upon agenda will be developed prior to each meeting.

5. Tentative Agreements: When tentative agreement is reached on an agenda item, the chief negotiators shall place their signatures on these items with each party retaining one (1) copy.

6. Reopening Negotiations: Negotiations may be reopened for additional agenda items by mutual consent of the Board and Association.

7. Study Committees: The parties may appoint ad hoc study committees for research, study, and development of reports; such committees shall report their findings only to the parties.

8. Exchange of Information: The Board and the Association agree to cooperate in collecting and sharing such information as will assist both parties in developing intelligent, feasible, and constructive proposals including timely statements of the District's financial condition.

9. Released Time for Negotiators: Whenever any representative of the Association or a teacher participates during working hours in negotiations he/she shall suffer no loss of pay. Such participation shall be the result of conciliation, mediation, factfinding, impasse, or an emergency negotiating session. During emergency negotiating sessions the Board shall pay 50 percent of the cost of any necessary substitutes, and the Association shall pay 50 percent.

10. Negotiators shall not be subject to criticism for reasonable use of the telephone during working hours when concerned with provisions of this policy. However, it is recognized that the prime purpose of the telephone is for school business.

11. Review of contract/concerns:

    a. The Superintendent and the President of the Association shall meet at the request of either party with the negotiators and other representatives for each party at a time convenient to both parties for the purpose of reviewing the administration of the teaching contract and the negotiated Agreement, to resolve problems that may arise and to consider matters of mutual concern to the parties. These meetings are not intended to and shall not bypass the grievance procedure. Each party shall reserve the right to include advisory personnel at such meetings.

    b. Each party shall submit to the other an agenda at least seven (7) calendar days prior to the meeting. Tentative agreements which would amend this agreement shall be reduced to writing, shall be signed by both parties, and, if ratified by both parties, shall thereupon become part of this Agreement. Understandings reached as to areas of concern not considered by this agreement shall be reduced to writing, signed by both parties, and adopted by the Board, and/or implemented by the Superintendent.

Section F – Agreements

When an agreement is reached by the parties, it shall then be reduced to writing and submitted for consideration by the Board and the members of the Association. If ratified by the Association and the Board, it shall become a part of this Agreement.

The Sioux Falls School District and the Association agree that negotiated language should be written in such a manner as to clearly reflect the intent of the agreements reached through the bargaining process. Any language which is omitted, added, or does not match the draft copies that were proofed and signed off on by both parties will be amended as soon as the error is discovered by either party and proven through notes or draft agreements to be printed incorrectly.

The party discovering the printing error will notify the other party and discuss the method of reprinting and distributing the corrected language to all staff affected by the Association's negotiated agreements.

Section G - Mediation

If good faith negotiation has not resulted in agreement on any subject(s) of negotiation, either party may request a mediator from the Department of Labor. If requested, both parties must participate in the mediation process.

Section H - Factfinding

1. Either party may request factfinding by the Department of Labor and both parties must participate in the process. The procedure shall be in accord with the current procedure in use by the Department of Labor.

2. Within three (3) days of receipt of the factfinder's recommendation and explanation, the parties shall meet to negotiate in good faith unless agreement has already been reached.

3. If an inability to reach agreement persists, either party may take any action provided by law.

Section I - Costs

All fees and expenses of mediation and factfinding shall be shared equally by the Board and the Association.

Article III - Grievance Procedure

Section A - Definitions

1. A *grievance* is a complaint by a teacher or group of teachers, a representative of the Association, officers of the Association, or the Association based upon an alleged violation, misinterpretation or inequitable application of this Agreement. Nothing contained in this policy shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the condition or compensation of public employment or betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of the employment; nor shall it be construed to require any public employee to perform labor or services against his/her will.

2. In this article the term *teacher* may include a group of teachers who are similarly affected by a grievance.

3. An *aggrieved person* is the person or persons making the claim, and, when the Association is making the claim on its own behalf, the representative of the Association making the claim, the officers of the Association making the claim, or the Association making the claim.

4. A *party in interest* is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

5. A *day* is a calendar day, excluding the time from the last day of teacher attendance in the spring to the first day of new teacher attendance in the fall as determined by the regular school calendar.

6. *Officers and/or representatives of the Association* shall mean those persons holding elective or appointed positions.

7. *Immediately involved supervisor* shall mean the administrator or supervisor at the lowest administrative level who has the authority to decide the grievance. If there is none, it shall be initiated at Level Three.

Section B - Principles

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may arise affecting the welfare or working conditions of teachers.

2. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

3. 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.

4. Any certificated employee or group of employees has the right at any time to present any grievance to such persons or the Board through such channels as are hereby designated for that purpose.

5. All written and printed matter dealing with the processing of a grievance will be filed separately from central office personnel files of the participant.

6. The processing of a grievance shall not in and of itself be stated, construed, inferred, or claimed by any party at interest, either directly or indirectly, to be unprofessional conduct on the part of the grievant.

Section C - Structure

1. The Association shall designate a school representative for each school chosen in such a manner as may be determined by the Association.

2. The Association shall maintain a grievance committee (hereinafter referred to as the "committee") which may be broadly representative of teaching levels and areas and shall be constituted in such a manner as may be determined by the Association.

Section D - 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 maximum, 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 at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced/extended so that the grievance procedure may be completed prior to the end of the school year or completed in the fall.

3. The teacher, a group of teachers, a representative of the Association, the officers of the Association, or the Association shall file a formal grievance within 45 days of the alleged violation, or within 45 days of when the alleged violation was discovered, or through reasonable diligence should have been discovered, excluding summer.

Section E - Informal Procedures

1. If a teacher has a grievance, he/she should first discuss the matter with his/her immediately involved supervisor in an effort to resolve the problem informally.

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

3. If the teacher is not satisfied with the disposition of the grievance by the immediately involved supervisor, he/she may take the grievance to the appropriate level of the formal procedures which involves the immediately involved supervisor.

Section F - Formal Procedures

1. Level One: School Principal

   If the aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal written grievance to his/her principal, who will arrange for a meeting to occur within fourteen (14) days.

   The principal shall within fourteen (14) days render a decision and rationale in writing to the aggrieved person with two (2) copies to the Association school representative.

   The Human Resources Department shall keep on file grievances processed.

   A teacher who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator to whom he/she is directly responsible. Said administrator shall carry out the aforementioned responsibility of the principal.

2. Level Two: Superintendent

   If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within the fourteen (14) days after the presentation of the grievance in writing, he/she may file the formal written grievance with the Association's committee.

Within fourteen (14) days the aggrieved person may file a written appeal for a hearing by the Superintendent.

The Superintendent or his/her representative shall act for the administration at Level Two of the grievance procedure. Within fourteen (14) days after receipt of the written appeal for a hearing by the Superintendent, the Superintendent shall meet with the aggrieved person and with representatives of the committee for the purpose of resolving the grievance. A full record of such hearing shall be kept by the Superintendent and made available to the parties in interest upon written request and assurance of confidence. The Superintendent shall within fourteen (14) days of the hearing render his/her decision and its rationale in writing to the aggrieved person with a copy to the committee.

Representatives of the Association's committee shall have the right to attend and participate in the meeting of the Superintendent with the aggrieved person relating to the grievance presented to the Superintendent.

3. Level Three: The Board

   If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within fourteen (14) days after he/she has first met with the Superintendent, he/she may within fourteen (14) days of the written response or fourteen (14) days after the meeting with the Superintendent, refer the grievance to the Board.

   The Board shall consider the grievance within fourteen (14) days. The grievant shall receive at least three (3) days' prior notice of such hearing, unless such notice is waived by mutual agreement in writing.

   After receiving the written appeal, the Board may appoint a factfinder to review the grievance and its processing to this point and to report to the Board prior to its meeting with the aggrieved person and with representatives of the committee for the purpose of resolving the grievance. The decision of the Board shall be rendered in writing within fourteen (14) days.

4. Level Four: Department of Labor

   If after following the grievance procedure through the first three (3) levels the grievance remains unresolved, it may be appealed to the Department of Labor. The appeal to the Department of Labor of the state must be filed within 35 days of the date of the written Board decision at Level Three.

Section G - Rights of Participation

1. No reprisals of any kind shall be taken by either party against any party in interest, any representative, any officer of the Association, any member of the Association's grievance

committee, any member of the administration, or 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 formal grievance procedure by Association representatives, legal counsel, or other persons of their own choosing. The grievant may not be represented by representatives of another employee organization.

3. When a teacher is not represented by the Association, the teacher must follow all procedures of this article and the Association and/or its officers shall have the right to be present and to state its views at all stages of the procedure, except at Level Three if the Board elects to go into executive session and also excludes the grievant and his/her representatives. For purposes of this section the Board, the Superintendent and the administration shall give due and proper notice to the Association and its officers.

4. When a hearing is scheduled during working hours, neither a grievant nor necessary witnesses shall be penalized by loss of pay. Such absence shall be reported as court and jury leave.

Section H - Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall begin at Level Two.

2. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision made and its rationale. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section F, Item 4.

3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through building principals, the Association school representative, and the committee so as to facilitate operation of the grievance procedure.

5. The sole remedy available to any teacher for any alleged breach of this policy or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance and arbitration procedure provided, however, nothing contained herein shall deprive any teacher, administrator or the Board of any legal right.

Article IV - Salary and Related Items

Section A - Payment of Salary

A teacher in the Sioux Falls School District may receive his/her contract wages by the method in either *Option* A or *Option* B following:

Option A: The teacher may elect to receive his/her contract wage in twelve (12) equal installments.

Option B: The teacher may elect to receive his/her contract wages in ten (10) equal installments to be paid with the regular payroll in September through June inclusive. If this option is selected, it is agreed that payroll deductions will be arranged by the employee to function within the ten (10) month salary payment schedule.

Deductions shall be made from the September through June paychecks. A teacher in the employ of the District who wishes to change the method of salary payment for the next contract year must inform the Human Resources Department no later than September 15. Without such notification, the method of payment shall be continuous year to year.

A new teacher shall, no later than September 15, indicate by which of the two (2) methods salary is to be paid.

Section B - Payroll Deductions

This District shall show deductions on a monthly basis. Association dues shall be deducted upon advisement by the Association no later than September 15.

Section C - Association Dues Reduction Investment Plan

Each teacher of the School District may elect to have the District deduct from salary a specified dollar amount per pay period, which sum shall be paid within three (3) working days after payroll issuance by the School District to a depository designated by the Association. A teacher electing to implement this deduction from salary shall sign an authorization, the form of which has been approved by the Superintendent and the Association, which form shall contain a provision whereby the teacher agrees to hold the District harmless from all claims arising from the implementation and operation of the Association Dues Reduction Investment Plan.

In addition, the authorization form shall provide notice to the teacher that the authorization is irrevocable for the period of the then current teacher's contract, unless termination of the authorization is mutually agreed upon by the Association, the teacher, and the Superintendent. Such authorization forms shall be signed by the participating teachers and submitted to the

School District by the Association no later than September 15 of the year in which the deductions are to begin.

The Association agrees to hold the District harmless from all claims arising from the implementation and operation of the Association Dues Reduction Investment Plan, and the Association further specifically agrees that the District's sole obligation in the implementation and operation of the Association Dues Reduction Investment Plan is to withhold the authorized payroll deductions and to send a check in the appropriate sum to the designated depository monthly.

Section D - Credit Union & Payroll Deduction

The Board authorizes participation of employees of the District in the Sioux Falls Federal Credit Union following procedures as set forth by the District Finance Office.

Section E - Salary Schedules and Guides - Teaching Personnel

1. Teacher Pay Schedule – See Appendix A

    a. <u>2003-2004 Salary and Benefits</u>
        1. Teachers will receive a 6.1 percent pay increase to include schedule, steps and lanes.
        2. Beginning with the 2003-2004 school year the minimum placement for a teacher will be Step 00 of the appropriate lane.
        3. The District will pick up the District portion of the benefit increase cost.
        4. If the dollar amount required to fund lane changes for 2003-2004 is less than or greater than the 1.5 percent allocated for that purpose, the District will make the appropriate adjustment on the 2004-2005 salary schedule.

    b. <u>Years 2 – 5: 2004-2008:</u>
        1. Salary enhancement for years two (2) through five (5) will be at the state rate as allocated through the state legislature.
        2. State Rate Definition:
            a. State Rate is the "Per Student Allocation" as defined in SDCL 13-13-10.1(4) plus the funds allocated under House Bill 1191, which is intended in future years to be the Educational Enhancement Fund earning, calculated as a per pupil allocation. The rate increase in years two (2) through five (5) of the contract will be the percent change in the previous year per pupil allocation as defined above.
            b. If during the five-year term of the contract there is a change in the state funding formula for education, the District and the Association will meet to determine the effect on the salary portion of the agreement. The District and the Association agree to modify the contract definition of State Rate if other sources of revenues are added to the State Rate through the legislative

process. This would be accomplished by recalculating the previous year "Per Student Allocation" to reflect the change in the formula. Then calculating the percent difference between the previous year "Per Student Allocation" and the revised "Per Student Allocation."

3. If the State Rate is increased between 1.5% and 2%, the District will guarantee a 2% salary increase. If the State Rate is above 3.5% but at or below 4%, the increase will be 3.5%. If the State Rate is below 1.5% or above 4%, the District will split the difference between the entities. For example, if the percent increase were 4.2%, the rate of increase applied to the salary package would be 3.6%. Likewise, if the increase were 1.3%, the percent increase in the salary package would be 1.9%.
4. The District will fund the District portion of the benefit increase cost.
5. In years two (2) and four (4) of this contract, salary enhancement will be funded at the State Rate. The funding will be as follows: State Rate minus lane change cost, not to exceed 1.5 percent, minus step increases with the remainder to be added to the schedule. Step movement will occur if a step is available. If the cost of lane changes exceeds 1.5 percent the District will absorb the excess cost.
6. In years three (3) and five (5) of this contract, the State Rate minus the cost of lane changes, not to exceed 1.5 percent, will be added to each position on the schedule. If the cost of lane changes exceeds 1.5 percent the District will absorb the excess cost. No teachers will receive step advancement in years three (3) and five (5) of this contract.

2. Placement on the Salary Schedule

a. Beginning with the 2003-2004 school year, the minimum placement for a teacher will be step 00 of the appropriate lane. In year three (3) of this contract, 2005-2006, the 00 step is dropped and Step A becomes the base salary.

b. A newly hired teacher with prior teaching experience shall be placed in the appropriate degree lane and on the step with the majority of previously employed teachers with the same number of years teaching experience, according to the New Teacher Placement Schedule. (See Appendix A.) One (1) year's credit shall be granted for each full year in which a person was employed on a half (1/2) time or greater basis or for one (1) semester of full-time employment.

c. Newly hired employees shall be granted one (1) year experience credit for each year of prior employment provided that experience occurred:

   1. in a setting similar to that for which they are being employed, and

   2. certification/licensure was required.

d. In those instances where trade experience is a consideration in program staffing, the Assistant Superintendent or designee, after consultation with the President of the

Association, may grant one (1) year of experience on the schedule for each two (2) years of trade experience.

e. When a change in education status qualifies a teacher for placement on a different degree lane of the salary schedule, such change shall be in addition to any step advancements.

3. Advancement on the Salary Schedule

a. Currently employed teachers in the District will advance according to the Current Teacher Placement Schedule. (See Appendix A.)

b. If a teacher qualifies for a lane change to the next higher salary lane, the teacher will move to the corresponding step on the higher lane. Teachers may not advance more than one (1) vertical step on the salary schedule in a given year and may only advance one salary lane in a given year after completing an MA/MS degree.

c. Teachers with a BA/BS degree will qualify for the BA+12 lane, upon presenting evidence of having obtained twelve (12) semester hours of college or recertification credits after the BA/BS degree.

d. Teachers pursuing a pre-approved program of study leading to an MA/MS degree in their major subject area, or which provides additional certification or endorsement, who present evidence of having obtained twelve (12) semester hours of pre-approved graduate credit after the BA+12 lane will qualify for the BA+24 lane.

e. Teachers presenting evidence of completing their approved program of study by obtaining an MA/MS degree will qualify for the MA/MS lane.

f. Teachers with an MA/MS degree will qualify for the MA+12, MA+24, MA+36, or MA+48 lanes upon presenting evidence of having obtained 12, 24, 36, or 48 hours of pre-approved graduate credits beyond the MA/MS degree. These credits must relate to the teacher's competency in "what to teach," "how to teach," or "how to more effectively fill the role of teacher."

g. Teachers with an earned doctorate will receive a $1,000 stipend in addition to the amount determined by placement on the salary schedule.

h. Pre-approval for graduate credits used for lane changes beyond the BA/BS+12 lane will be granted by the District Lane Change Committee.

i. All increases, as set forth above will be added to the next contract issued. For advancement to a higher salary lane, a Lane Advancement Intent Form (BA+12, BA+24, or MA/MS) must be filed with the Human Resources Department on or before February 1 of the prior contract year and evidence of approved course work completion must be completed prior to September 1 of the year in which the pay

increase commences. For lane advancements beyond the MA/MS lane, evidence of additional graduate credit as described in this section must be presented to the Human Resources Department on or before February 1 of the prior contract year.

j. All lane changes are subject to the guidelines set forth by the District Lane Change Committee.

4. District Lane Change Committee

The purpose of the Committee will be to establish guidelines and procedures for the pre-approval of lane change credits for the MA/MS lane and beyond.

The Committee shall consist of three (3) teachers selected by the Association, three (3) administrators selected by the District, and will be chaired by the Assistant Superintendent. The chairperson will vote only in the case of a tie. Members shall be selected for two (2) year terms.

The Committee shall maintain records of all approvals and denials of applicants.

The Committee's decisions shall be equitable and not arbitrary or capricious.

The Committee's decisions are final for the contract year and are non grievable.

5. Certification

State certification shall be required with no further basic requirements. When it is deemed necessary by the Board, based on a recommendation by the staff and administration, that staff members should have additional training to implement the District's program, appropriate experiences may be required through the staff development department at no expense to the individual staff members. The District in-service committee shall have the responsibility of recommending to the Board those experiences deemed to be essential for all staff members as curricula or programs are approved by the Board. The committee shall also recommend the calendar for offering such experiences.

Section F - Teacher In-district Travel Pay

1. If a teacher is assigned to more than one (1) school building per day he/she will be eligible for travel reimbursement.

2. Such reimbursement shall be determined by multiplying the number of miles the teacher travels between schools each year (travel to and from home, or home from a school is not counted) by the mileage rate authorized by the State Board of Finance.

Section G - Professional Travel

1. The budget for teacher travel shall be $50,000. The Professional Travel Committee shall determine the expenditure of this amount and such additional amounts as may be budgeted for teacher travel with the exception of those amounts budgeted from federal funds or those amounts budgeted for the Staff Development Program by the Board.

2. The Professional Travel Committee shall consist of three (3) teachers (elementary, middle and senior high) appointed by the Association, two (2) administrators, representing elementary and secondary buildings, and one (1) administrator from the central office appointed by the Superintendent of Schools. The Committee will meet before September 30, and again before November 30, January 30 and March 30.

3. Teachers receiving reimbursement from this budget shall be reimbursed on the same basis as other employees of the District. Reimbursement shall not be added to the payroll check but issued in a separate payment.

Section H - Days beyond the Regular Calendar

Counselors, librarians, teachers on special assignment and non-administrative facilitators shall be paid per diem if they work days beyond the regular calendar for teachers.

Section I - Psychologists

1. Salaries are based on an eight (8) hour day of 8:00-4:30 with a 30 minute lunch, or a variation of eight (8) hours approved by the District. The work year includes 190 days for first-year staff and 188 for all others. Psychologists shall be paid per diem if they work days beyond their calendar.

   Salary Schedule: See Appendix B.

2. Placement on the salary schedule.
   A newly hired psychologist shall be placed in the appropriate degree lane and step as described in Article IV, Section E, Item 2.

   Placement Schedules: See Appendix B.

Section J - Psychometrists

1. Salaries shall be determined by locating placement on the teacher's salary schedule and adding to that figure the product of .02 times the salary for step 1 BA.

2. Psychometrists shall be paid a per diem if they work days beyond their calendar.

Section K - Summer School Compensation

Compensation for teachers employed in the summer school program shall be paid according to Appendix C.

Section L - Summer Research

Five thousand dollars ($5,000) is allocated for summer research projects. Teachers may apply to the Summer Research Selection Committee for the teacher directed research at a fee of $125 per day. Unexpended funds will carry over to the next summer.

Article V - Working Hours and Days

Section A - Teacher Hours

The normal duty day for teachers is defined as seven and one-half (7.5) hours a day (37.5 hours per week) excluding a daily, 30 consecutive minute duty free lunch for all teachers. Elementary teachers shall have a 45 minute lunch of which 30 consecutive minutes shall be duty free. Fifteen (15) minutes of the elementary lunch period may be assigned to teachers as necessary for the safety of students. Teachers are required to be in the building or involved in an assigned duty or activity seven and one-half (7.5) hours per day. The specific building hours teachers are required to be on duty will be determined by each building staff, subject to the conditions listed below:

1. The normal duty day will be scheduled so that the majority of the teachers are on duty at least fifteen (15) minutes before and at least fifteen (15) minutes after the student day.

2. Within the normal duty day, teachers may be assigned instructional time for each five (5) days of student attendance as follows: high school, 1450 minutes; middle school, 1335 minutes; and elementary school, 1440 minutes.

   Instructional time does not include recess supervision, supervision of passing time between classes, or supervision before or after the student day.

3. Flexible scheduling to meet the needs of staff and students is permissible as long as teachers on flexible scheduling work a normal 37.5 hour week excluding duty free lunch periods as specified above. Flexibility for individual teachers is provided, after communication with the principal.

4. Required meetings beyond the school day and faculty meetings are included in the schedule consistent with the provisions of Article V, Sections D and E, and Article VI, Section F.

5. Fall open house and/or back-to-school nights involving parents and students may be scheduled provided that the teacher workweek does not exceed 37.5 hours excluding duty free lunch as specified above.

6. The period before and after school and during recess will be supervised.

7. The teachers should make themselves available to students who seek their help before and after school. If it is necessary for a teacher to leave the building during school hours, he/she will sign out at the office before leaving. A register will be provided.

8. A teacher who expects to be absent must call the Substitute Employee Management System (SEMS), if possible by 6 a.m. The teacher shall also notify the building administrator or office personnel of any absences.

Section B - Emergency School Closing

1. Teachers shall be responsible for listening for appropriate announcements on days of inclement weather. When an emergency confronts the schools, notification of the closing of schools will be broadcast over all local radio and TV stations no later than 7 a.m. If school is not held because of inclement weather, teachers will not be expected to report for duty.

2. Should the schools have to be dismissed early during the day because of a developing storm, the announcement will also be made over the above-mentioned stations. If the staff is in the building when school is canceled at the beginning of a normal school day, they will be paid their per diem rate of pay for that day.

Section C – School Calendar

1. A committee composed of one (1) representative from each negotiating unit, the PTA and two (2) administrators from the IPC shall convene annually to formulate the school calendar for days in session for the following year(s). Following adoption by the Board, the calendar will be posted in the buildings and will be printed in the staff handbook for the following year.

2. In the event that the Superintendent directs emergency school closings, one (1) day shall be added to the end of the school calendar for each day of emergency school closing. The last working day for teachers shall be on the first weekday following the last day of student attendance.

   176 days - Student attendance
   7 days - Legal holidays
   190 days - New teacher contract
   188 days - Veteran teacher contract

3. On the last school day prior to any day of legal discontinuance (except Veteran's Day) and vacation, on any day when students are dismissed early, and on any day of parent/teacher conferences, teachers may leave five (5) minutes after the school building is cleared of students, 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. A school vacation period for the purposes of this policy shall be defined as any scheduled break in the school calendar of more than two (2) days' duration.

4. This early dismissal provision for staff applies also to staff inservice days. Teachers may leave five (5) minutes after the normal student dismissal time, with the same exceptions noted in Item 3 above.

5. The following "No Meeting Days" beyond the student day will be blocked out on the District calendar with the exception of emergencies or IEP meetings:

    a. The last day of each quarter through the day grades are due.
    b. The week of conferences.

Section D - Faculty Meetings

1. Faculty meetings for each building shall at the commencement of the school year be scheduled for not more than one (1) specific day of each month for the current school year. Such meetings shall be canceled if they are deemed unnecessary. Teachers shall be excused from building faculty meetings in the event of emergency or for assigned school duties. Teachers who have been excused from building faculty meetings may be required to attend a makeup meeting.

2. Building faculty meetings may be scheduled before or after the student day, as determined by the faculty of that building. Meetings may extend up to 45 minutes beyond the regular teacher hours for that building.

3. Special allowance will be given for emergency meetings provided that the item to be discussed is of a critical nature. These emergency meetings shall be dismissed at or before 30 minutes beyond the duty day.

Section E - District Meetings

A teacher may be required to attend, without additional compensation, up to three (3) meetings per year called by Instructional Planning Center or Central Services directors. These meetings may be beyond the 37.5 hour work week and will not exceed one (1) hour each.

Section F – Required District Training

1. When the District has required training for teachers and offers that required training during the summer, the District must also offer that same training during the contract year. If the training is offered outside the teacher's workday, the teacher shall be paid according to the schedule in Appendix C.

2. Staff reassigned to new subject areas or grade levels shall be allowed up to one-half (1/2) day to work with a "job alike" and/or District curriculum staff to familiarize themselves with the curriculum.

Section G - Job Sharing

Job sharing may be proposed by teachers or administrators. The sharing of one (1) teaching position by two (2) teachers may be approved at the sole discretion of the Superintendent if such sharing has been agreed to in writing by the teachers. Teachers who are sharing a position shall be granted the same rights and privileges as other part-time teachers. Salary and benefits shall be paid in proportion to time taught. Job share proposals shall be reviewed and signed by the principal or direct supervisor, prior to the teacher submitting such proposal to the Superintendent. Proposals shall be submitted by April 1. The administration will make every effort to process these requests as quickly as possible.

Article VI - Extra Pay - Extra Work

Section A – Extra Pay - Extra Work Point System

1. The extra pay - extra work point system determines compensation based on a specified dollar amount per point according to Appendix D. The dollar value of each point will be determined by dividing the total P-12 dollar amount available by the total number of points for P-12 positions on the schedule. Additional staff needed due to increased student participation or enrollment will not be included in the total points for determination of the point value each year.

   If the administration wishes to add positions that call for the payment of extra duty pay, the position and job description will be submitted to the Extra Pay – Extra Work Committee by January 1 to determine the point value of the new position. It will be the responsibility of the administration to fund the position through the budget process. The new dollars will be added to the total dollars in the points pool.

2. Any staff member who assumes the head position and an additional position in the same activity shall receive compensation for the head position plus one-half (1/2) of the additional position.

3. Appeal Process for Extra Pay - Extra Work

   An Extra Pay – Extra Work Committee shall be established. Three (3) P-12 members will be appointed by the Association and three (3) P-12 members will be appointed by the Administration. The coordinator of the Extra Pay – Extra Work Committee will make every effort to have a full committee present, if at all possible, when reviewing points.

   a. The Committee shall:

      1. Review and rule on applications for changes in point assessments.

      2. Determine the removal and/or addition of any positions on the extra pay schedule.

      3. Determine the point assessment for any new positions added to the extra pay schedule.

   b. Appeal Process

      1. An application for change in an extra pay point assessment will be made through the Association. Such application shall be made by February 1 for action affecting the next contract.

2. The teachers shall appear before the Extra Pay – Extra Work Committee to present the application.

3. The Extra Pay – Extra Work Committee will review the application and take action prior to the third Monday in March. The ruling of the committee on any position shall be final for the appealed contract year.

Section B - Length of Assignment

1. Extra pay - extra work (excluding positions listed in Appendix E) assignments are annual positions renewable at the discretion of the principal. Extra pay - extra work positions may be non-renewed for any reason, and a non-renewal does not require a showing of cause.

2. Any staff member who holds a position during the current school year and does not want to be considered for the extra pay - extra work assignment for the next year must notify the building principal prior to June 1. If a staff member resigns after June 1 for any reason other than the ability to perform the responsibilities of the position, that person must continue until a replacement is found.

3. Staff shall be notified in writing by June 30 if they are to be rehired or not. Vacant positions will be filled, if possible, no later than 30 days before the extra pay - extra work assignments begin.

Section C - Extra Pay - Extra Work - Point Values and Compensation

Extra pay for extra work shall be paid based upon the point values and dollar values shown in Appendix D.

Section D - Absences from Extra Pay - Extra Work Assignments

An individual with an extra pay - extra work assignment is expected to complete the full responsibilities as spelled out in the job description.

If a teacher who is receiving compensation for an extra pay - extra work position on the point schedule misses fourteen (14) consecutive days of practice/coaching/extra duty responsibilities, the teacher will be placed on leave without pay for the extra pay - extra work position. The teacher will be compensated from the start of the extra pay - extra work activity to the date of the leave. If the individual is able to return to the extra pay - extra work position during the course of the school year or activity season, the teacher may do so, and compensation for the extra pay - extra work will resume for the remainder of the assignment.

A replacement will be hired, if possible, for the period of the absences of the teacher on leave from the extra pay – extra work position. The replacement will receive the same rate of pay as the teacher on leave from the position.

Section E – Middle School Subject Coordinator Extra Duty Position

As long as middle school subject coordinator positions are supported and funded in the budget process by the District, one (1) of the assigned subject coordinator positions will be the middle school subject coordinator for the subject undergoing curriculum review. This position will be for two (2) years. The two (2) years will be the year of curriculum review and the year of curriculum implementation. The person in this position will be expected to work on all appropriate committees involved in the curriculum review and implementation for that subject.

Section F - Study Committees and Curriculum Work

Teachers serving on District-level study committees, curriculum review committees or groups revising and/or writing curriculum materials shall be paid according to Appendix C. If in negotiations the group is called a "District committee," it would be paid if the work was done outside the workday. If the group is called anything other than a District committee it would not be paid.

Section G - Meetings/Activities beyond the School Day

When a teacher participates in a meeting or activity outside the duty day (Article V, Section A) at the request of the principal or District administrator, the teacher shall be paid according to Appendix C. This shall also apply to Individual Education Plan meetings, Individual Family Plan meetings (Head Start), Section 504 Plan meetings, and to non-SAT members involved in SAT meetings that extend beyond the school day. Teachers shall not be required to attend meetings or activities on Sundays. This pay provision shall not apply to Site Council participation or to the District meetings defined in Article V, Section E.

Section H - Extended Contract Days

Teachers required to work extra days in their assigned building for the purpose of opening a new school building or for major organizational restructuring shall be paid at their per diem rate.

Section I - Supervision/Coaching of Evening and Weekend Activities

Teachers who are requested by an administrator to supervise/coach students at District approved competitions and/or events in the evening and/or on non-contract days and who are not compensated through the extra duty schedule for that competition and/or event shall be paid

according to Appendix C or two (2) points, whichever is less, for a 24 hour day. One (1) point or the hourly rate, whichever is less, shall be paid from 8 a.m. to 4 p.m. and one (1) point or the hourly rate, whichever is less, shall be paid from 4 p.m. to 8 a.m.

Section J - Lunchtime Supervision

1. The school lunch period shall be considered the time from when the first class is scheduled to begin lunch until the last lunch period is scheduled to end. A teacher's duty free lunch period shall be during this time.

2. The Board shall, when possible, employ non-teaching personnel for cafeteria and other lunchtime assignments unless the assignment is part of the teacher's standard teaching load.

3. Elementary Schools – Elementary principals will maintain a rotation list of teachers available during the lunch period as defined above for cafeteria and other lunchtime supervisory duties. Should the elementary principal be unable to employ a sufficient number of non-teaching personnel or be unable to use teacher volunteers to cover the lunchtime supervisory duties, a principal may assign a teacher to supervise up to fifteen (15) minutes of the student lunchtime at the elementary school level. No teacher shall have less than a 30 minute duty free lunch period unless a teacher volunteers to supervise during the teacher's lunch period. Anyone assigned or volunteering to assist with lunchtime duty shall be paid according to Appendix C.

4. If possible, no elementary teacher shall be assigned lunchtime duty on a day when the teacher does not have at least one (1) planning period within the student day; nor will a teacher on the rotation schedule be assigned lunchtime duty more than twice a week unless the principal needs to assign the teacher in order to provide adequate lunchtime supervision.

5. The District and the Association agree to review the assignment of elementary teachers to lunchtime supervision annually to determine the number of times each week that a teacher who is on the rotation schedule is being assigned lunchtime supervision. If, as a result of the survey information, either the District or the Association feels the rotation system is working unfairly, the language of the contract may be opened for negotiations.

6. Secondary teachers assigned cafeteria supervision beyond their full load shall be paid according to Appendix C.

Section K - On-staff Substitute Teachers

Teachers shall not be required to find their own substitutes. It shall be the responsibility of the Administration to secure all necessary substitute teachers.

When necessary to ensure the safety or security of children, a principal may request that a teacher serve as an on-staff substitute. Principals will maintain a list of on-staff substitute

volunteers and an on-staff substitute rotation list. Should there be no ready volunteers, the principal will use the rotation list to assign a teacher as an on-staff substitute. At the elementary level on-staff substituting may be accomplished by the regular classroom teacher keeping the students during the "special" period. In the event that this occurs, the teacher will be compensated at the on-staff substitute rate.

If the principal and the designated teacher agree there is a pressing reason for the teacher not to accept the assignment, the teacher will be excused but will remain at the top of the on-staff rotation list. A teacher who believes that assignments to on-staff substituting have been too frequent may appeal to the Superintendent or designee.

A teacher accepting assignment as an on-staff substitute for another teacher shall be paid according to Appendix C.

Article VII – Benefits

Section A - Insurance Committee

In lieu of each employee group negotiating insurance benefits, a committee composed of one (1) representative of each recognized employee unit, one (1) member of the Board, and two (2) non-voting financial advisors appointed by the administration shall constitute the District Insurance Committee (unpaid). The District Insurance Committee shall periodically review the insurance available to District employees and may make recommendations regarding the insurance program to the Board. In the event the Board rejects the committee's recommendations each employee group may negotiate with regard to the insurance program.

Section B - Participation

1. The cost of participation is posted in each work site whenever a change occurs. Benefits and other information regarding the District's insurance program shall be published by the District in an insurance booklet available to each participating employee.

2. Part-time contract teachers may participate in the District's health, life and dental insurance programs. The District will pay a proportionate share of the premium for that percentage of full-time for which the teacher's contract provides. The teacher will pay 100 percent of the balance of the premium.

Section C - Insurance Available

Major Medical
Dental
Long-term Disability
Basic Life/Dependent Life/Optional Life
Cancer
Vision
AFLAC Supplemental Insurance

Section D - Retirement Incentive

1. District Retirement Benefit

   Any teacher who has attained the minimum age of fifty-five (55) on or before June 30 and has been employed by the District for twenty (20) years or more, may elect to retire. Upon such retirement, the District shall provide the teacher retirement benefits consisting of a health benefit in accordance with paragraph 2c (if the teacher is qualified for such benefit under the provisions of Paragraph 2) (the "Health Benefit") and an IRC §403(b) benefit in

accordance with paragraph 3 (the "403(b) Benefit"), such benefits collectively referred to as the "District Retirement Benefit." The total amount of the District Retirement Benefit shall equal the following percentage of a teacher's last contract salary, exclusive of extra pay for extra work salary:

20 years of service – 80% of last contract salary
25 years of service – 85% of last contract salary
30 years of service – 90% of last contract salary

Twenty percent (20%) of the total amount (the "Annual Benefit Amount") shall be paid by the District in the form of a Health Benefit or §403(b) Benefit during each July 1 – June 30 period (the Plan Year), commencing July 1 of the year of retirement. The District Retirement Benefit shall be provided for five (5) years. The Annual Benefit Amount shall be first applied to provide the Health Benefit (if the teacher is eligible for payment of such benefit by the district under paragraph 2c) and any remaining Annual Benefit Amount shall then be applied to provide the §403(b) Benefit. A teacher shall not be entitled to payment of any of the District Retirement Benefit in cash. In no event shall any individual be entitled to receive the District Retirement Benefit provided by this policy more than once.

Entitlement to a District Retirement Benefit is subject to the following additional conditions:

a. Any teacher who has 181 days of current and accumulated sick leave may count the 181 days of sick leave toward one (1) additional year of District service in calculating the total number of years of service for retirement purposes. This applies to the District Retirement Benefit but does not in any way affect how the South Dakota Retirement System counts years of service.

b. No teacher shall be eligible for the District Retirement Benefit unless, during the school year retirement is elected, the teacher has taught through the entire school year, unless that teaching has been interrupted for reasons of the teacher's health or other reasons found acceptable to the Association and the Board. The decision with respect to such reasons shall not be reviewable or grievable.

c. In order to qualify for the District Retirement Benefit, a teacher shall notify the Superintendent in writing not later than February 1 of the teacher's intention to retire in the current school year. The Assistant Superintendent shall forward the list of early retirees to the Association President within five (5) working days of February 1. If a teacher fails to inform the Superintendent of the intent to retire by February 1, but subsequently wishes to retire early and has met all other requirements of this policy and if the Superintendent and the President of the Association support the request, the Board may authorize the District Retirement Benefit, but the total amount of such Benefit shall be reduced by ten percent (10%). Such late requests may be submitted anytime prior to August 1.

d. In the event a teacher entitled to the District Retirement Benefit shall die before receiving the total amount of the District Retirement Benefit, such unpaid benefit

shall be paid in cash at the time or times the benefit would have otherwise been provided the teacher under paragraph 1 of this policy to: (i) the beneficiary designated in writing by the teacher on a form prescribed by the Finance Office of the District; or (ii) in the event no beneficiary designation has been made, to the estate of the deceased teacher. Payment by the District in accordance herewith shall fully discharge the District's obligation under this paragraph 1.

If the Internal Revenue Service issues regulations, or otherwise rules or determines, that the provisions of this paragraph 1d adversely affect the taxation of the Health Benefit or 403(b) Benefit under the income or employment tax provisions of the Internal Revenue Code, the parties hereto agree to renegotiate the terms of this paragraph 1d.

2. Health Benefit

   a. Any teacher who:

      (i) is a minimum of fifty-five (55) years of age and has been employed by the District for at least eight (8) consecutive years; or

      (ii) is younger than fifty-five (55) years of age but whose age and years of consecutive employment with the District total eighty-five (85); and is currently enrolled in the District Major Medical Plan or Basic Life Insurance Plan at the time of election of retirement may continue to participate in the District's Major Medical Plan or Basic Life Insurance Plan until Medicare eligibility (currently age sixty-five (65)). If the teacher maintained dependent coverage under the Major Medical Plan at the time of retirement, the teacher may continue such coverage. A retired teacher's coverage under the Major Medical and Basic Life Insurance Plans will terminate at Medicare eligibility (currently age sixty-five (65)). Dependent coverage under the Major Medical Plan shall terminate at the earliest of the dependent reaching age sixty-five (65), the date the retiree is no longer eligible for coverage or the date the dependent is no longer an eligible dependent.

   b. A teacher who is eligible for this Health Benefit, but is not eligible for the District Retirement Benefit set forth in paragraph 1, shall be responsible for payment of Major Medical and Basic Life Insurance coverage at 102% of the rate charged to then current teachers and/or their dependents.

   c. If a teacher is eligible for both the Health Benefit and the District Retirement Benefit, the District shall be responsible for payment of the contribution rate for Major Medical and Basic Life Insurance to the extent and subject to the terms of paragraph 1. The amount of the Benefit provided a teacher for the purposes of determining the amount of the Health Benefit provided under paragraph 1 shall be computed at the rate of 102% of the contribution rate charged to then current teachers and/or their dependents. Once the District has provided the Annual Benefit Amount for any Plan Year or the total amount

of the District Retirement Benefit, the teacher shall be responsible for the payment of Major Medical and Basic Life Insurance coverage, including dependent coverage, on the same basis and at the rate of 102% of the contribution rate for then active teachers.

d. A teacher eligible for the Health Benefit under this paragraph 2, whether eligible for the District Retirement Benefit or not, may elect continuation coverage under COBRA for other medical benefits provided by the District but shall be responsible for payment of the applicable premium in accordance with COBRA.

3. IRC §403(b) Benefit

The District shall adopt a plan meeting the requirements of IRC §403(b) and covering teachers eligible for the District Retirement Benefit set forth in paragraph 1. The District shall contribute to such Plan for each teacher eligible under paragraph 1, on or before September 1 of each Plan Year, an amount equal to the Annual Benefit Amount reduced by the amount of the Health Benefit to be provided by the District under paragraph 2c during such Plan Year. The District shall estimate the Annual Benefit Amount to be provided for the Health Benefit for the Plan Year prior to September 1 of each Plan Year. The amount of contribution to the 403(b) Plan will be adjusted prior to June 30 of each Plan Year to take into account any variation from the estimated amount. The §403(b) contribution shall not exceed the applicable dollar limit under IRC §415 and shall otherwise comply with the requirements of IRC §403(b).

Section E - Tax Sheltered Accounts

1. The School District adopts plans for tax sheltered accounts for its employees. The President of the Board and the business manager are appointed and authorized to carry out such plans and to enter into such agreements as may be necessary for such purpose. Provided, however, that by the adoption of said plan the Board makes no warranty to employees participating therein and assumes no responsibility to employees that the amounts contributed or paid for any account for said employee shall be excluded from the gross income of the employee for federal income tax purposes.

2. It is the intention of the Board that such plan and program qualify for such exclusion as authorized under the provisions of the Internal Revenue Code and that in all matters respecting the purchase of an account for an employee, the Board assumes no financial responsibility regarding said account. The District assumes no liability for assisting in the calculation of any plan contribution limits. The administration shall establish the necessary rules and regulations in order to facilitate this policy.

   a. If completed paperwork is received by the Payroll Department by the tenth of the month, the first withholding by the District will be the same month. Otherwise the first withholding will be the following month. Companies or organizations must submit a single billing form with all their tax-sheltered accounts listed on the billing form not later than the fifth of the month.

b. The employee, not the employer, has the responsibility to initiate a change or determination of the purchase of tax sheltered accounts in accordance with established Board policies. The District reserves the right to make unilateral changes for accounts violating Internal Revenue Service codes.

c. Employees are permitted to revise the amount authorized for purchase of a tax sheltered account at any time. Revisions received by the Payroll Department after the tenth of the month will be effective for the following month's payroll.

d. Employees electing the retirement incentive will be eligible to revise the amount authorized for purchase of tax sheltered accounts by filing a revised authorization request with the Business Office by May 31 of each year a retirement payment is due.

Section F - Employees' Personal Property

1. The Board shall provide reimbursement for personal property of any employee of the School District if such property is stolen or destroyed by assault, theft, vandalism, riot or fire on the school premises or at any official function of the school. Reimbursement will be provided, however, only if proper security measures have been taken by the owner to discourage theft or vandalism and if said property was of instructional value in the classroom or was damaged in the process of controlling discipline.

2. Any personal property being used in the instructional program of the school must be registered with the principal when brought to the school for said instructional purposes, and no claim for reimbursement shall be paid on unregistered property.

3. No claim will be considered in an amount less than five dollars ($5) and in no event shall the liability of the School District assumed hereby exceed $800 on any one (1) occurrence per claimant. No claim hereunder shall be paid by the District unless the loss is not covered by valid and collectible insurance.

Section G - Group Travel Accident Insurance

The District shall provide travel accident insurance for teachers at a uniform coverage level of $75,000.

Section H - Enrollment in Southeast Technical Institute Courses

District staff may enroll in Southeast Technical Institute courses on a seat available basis at no tuition cost. Enrollment shall not count in the Southeast Technical Institute workload formula. Teachers shall not receive credit for lane change on the salary schedule. All lab fees except student activity fees will be assessed.

Article VIII - Worker's Compensation

Section A - Industrial Accidents and Illness

In a case in which a service-connected disability, as determined by worker's compensation definitions, prevents continuing employment of a teacher beyond the current contract year or prevents a teacher from beginning a school year for which he/she has signed a contract, he/she shall be guaranteed a position for a period of time not to exceed three (3) years beyond the date of injury. Before the teacher returns, the Board may require a certification of good health.

Section B - Worker's Compensation Insurance – Service-connected Disability

1. The administration of this policy shall be as determined by the District.

2. An employee shall report a worker's compensation injury or illness to the Human Resources Department within three (3) working days.

3. An employee with a worker's compensation injury or illness shall receive medical treatment from the provider(s) specified by the District, unless the employee has previously designated on a District Medical Selection Form another medical practitioner/surgeon or notifies the District as soon as reasonably possible after treatment has been provided. Selection of a change of medical practitioner/surgeon shall be on a District Medical Selection Form. A return to work recommendation shall be on a District approval form.

4. An employee of the District absent due to injury or illness compensable under South Dakota's worker's compensation statutes shall choose either option "A" or option "B" of this policy.

    a. **Option "A"** The employee may use personal sick leave (excluding the sick leave assistance) to receive regular salary, with regular deductions being made, as long as the employee is determined by the District's worker's compensation insurance provider to be unable to return to work. The employee shall endorse and surrender to the District all worker's compensation checks received by the employee, and for each day of such absence an appropriate deduction from sick leave shall be made so as to compensate the District for the difference between the worker's compensation benefit and the employee's pay. For example, if the worker's compensation benefit is two-thirds of the employee's pay, one-third of a day shall be deducted from sick leave for each day of such absence. When the employee has exhausted sick leave, the employee shall automatically be changed to option "B".

b. **Option "B"** The employee shall be placed on an unpaid leave of absence for a maximum of one (1) year. The employee shall receive no pay or benefits from the School District, and shall only be entitled to receive the appropriate compensation under worker's compensation, as determined by the District's worker's compensation insurance provider. During the unpaid leave the employee may continue to participate in the group insurance plans by paying 100% of the premiums.

Article IX - Evaluation and Termination, Reduction in Force

Section A - Evaluation

1. Purpose of Evaluation
   The purpose of evaluation of professional staff shall be improvement of instruction, assessment of performance, assessment of professional growth, and determination of future employment.

   Evaluation shall be a joint process that includes both the evaluator and the person being evaluated. The process will provide a framework for communication between staff member and administrator involved in the evaluation process. The administrator and the staff member shall work together to improve instruction and enhance professional growth. In instances where staff member non-renewal is to be considered, the evaluation process shall provide a means to bring remedy to the staff member's inadequate performance prior to the decision to non-renew the contract of the employee.

2. Evaluation Handbook
   The content of the Evaluation Handbook shall be agreed upon by the parties and is part of the negotiated agreement. The procedures set forth in the handbook shall be implemented.

Section B - Personnel File

1. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. If the teacher so requests, a representative from the Association may accompany the teacher in this review. A representative of the Superintendent shall be present at such review.

2. Only authorized persons shall be permitted to examine the teacher's personnel file. The teacher, the principal(s) of the building(s) where the teacher is assigned or is being considered for transfer, the directors of Instructional Support Services, Exceptional Children Services, Education Services, the Assistant Superintendent, the Superintendent, the Human Resources Department staff charged with maintenance of the files, and any persons designated by the teacher shall be authorized.

3. A written record shall be maintained in the file of the persons having access to the file and the hours and day of such examination.

4. No material derogatory to the teacher's conduct, service, character or personality shall be placed in the teacher's file unless the teacher has had the opportunity to read the material. The material shall be signed by the teacher indicating that he/she has read it.

5. If the teacher takes exception to any statement in the file, he/she may prepare a demurral statement. Such demurral must be received in the Superintendent's office not later than ten (10) working days after the evaluation to which the teacher objects has been signed by the teacher or ten (10) working days after the teacher has become aware of the presence of a

document to which the teacher objects. The Assistant Superintendent shall review the demurral and attach it to the appropriate file document. The evaluator shall be informed of the demurral. The teacher shall have the right, upon request, to receive a copy of any document or other material in the file.

6. A teacher shall have the right to request the removal from the file of any material he/she believes to be obsolete, to refer to corrected deficiencies, to be unfounded, or to be otherwise inappropriate. Such material shall be reviewed by a representative of the teacher and by the Assistant Superintendent or representative of the Assistant Superintendent. If these persons agree that the material should be removed, the material will be destroyed in the presence of the representative. Disputes over the retention of said material may be processed through the grievance procedure, commencing at Level Two.

7. A personnel file for each teacher shall be maintained in the District offices. A building principal or other supervisor who maintains a file on a teacher shall make known the existence of the file to the teacher. Medical records and criminal background information are kept in separate files in the Human Resources Department. These files shall be confidential and access to the files shall be as determined in Section B, Item 2. The teacher shall have the right to inspect the contents of any files pertaining to him/her.

8. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no derogatory documents and/or other derogatory materials shall be placed in the personnel file of such teacher after severance except in accordance with procedures set forth in this policy.

Section C – Teacher Discipline

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 of such meeting in advance, and notified of his/her right to have an Association representative present, except in the case of Item 3, Paragraph a, following.

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 supervisor.

   b. Written reprimand by the principal or supervisor.

c. Suspension without pay for up to three (3) days by the Superintendent or Assistant Superintendent.

d. Suspension without pay for no more than ten (10) days by the Superintendent or Assistant Superintendent.

e. Suspension with or without pay by the Board not to exceed 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.

Section D - Teacher Dismissal

A teacher may be terminated by the Board at any time 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 or benefits unless suspension without pay is imposed as an alternate disciplinary action under Section C.

Section E - Non-reemployment Based on Evaluation

1. A teacher shall be offered reemployment for the ensuing school year unless he/she receives in a conference a written final evaluation indicating, "Not Recommended." A teacher in the first three full years of employment shall receive by April 15 any final evaluation indicating "Not Recommended." A teacher in or beyond the fourth consecutive year of employment shall receive by April 15 any final evaluation indicating "Not Recommended." A list of teachers who receive such adverse evaluations shall be provided to the Association no later than two (2) working days after the date by which teachers must have been notified.

2. A teacher in or beyond the fourth consecutive year of teaching, who receives a written final evaluation indicating "Recommended with Qualifications," shall have been formally evaluated according to the appropriate procedures in *The Evaluation Handbook*. The teacher shall have received a minimum of two (2) formal evaluations during the current school year. A written Plan of Assistance shall be provided for the ensuing contract year.

3. A teacher in or beyond the fourth consecutive year of teaching, who receives a written final evaluation indicating "Not Recommended", shall have been formally evaluated according to the appropriate procedures in *The Evaluation Handbook*. A teacher shall have received a

minimum of two (2) formal evaluations during the current school year as part of a Plan of Assistance. The first such evaluation shall be completed prior to December 1.

4. If it is determined that a teacher in or beyond the fourth year of teaching is "Not Recommended" for reemployment, the Board or appropriate administrator shall, by April 15, notify the teacher in writing. This notification shall contain the reasons and charges on which the non-renewal is based, an opportunity to review his/her personnel file, and the opportunity for a hearing before the Board. The teacher shall have ten (10) working days to request a hearing. The Board will have fifteen (15) working days to hold a hearing with reasonable notice to the Association. Within ten (10) working days of the Board hearing, the Superintendent shall provide written notice, hand delivered or sent registered mail. Any teacher who has been notified of non-renewal must be informed of his/her right to counsel or Association representation in any of these proceedings.

5. If it is determined that a teacher in the first three (3) full years of employment is "Not Recommended" for reemployment, the Board or Superintendent shall, by April 15, notify the teacher in writing citing the reason(s) under Section D.

Section F - Reduction in Force

1. The Board, after considering the need to maintain existing programs, shall determine the teaching position or positions to be eliminated. After this determination, reductions in force shall be accomplished in the following order:

    a. Attrition.
    b. Teachers less than fully certified.
    c. Teachers who are not in or beyond their fourth consecutive year of employment with the Sioux Falls School District. Layoffs shall then be accomplished by seniority as stated in paragraph 4 below.
    d. Teachers with the least P-12 seniority.

2. In no event shall a teacher be laid off pursuant to this policy unless there is an available teacher or teachers fully qualified and fully certified to perform all duties, including extra duties, of the person to be laid off. A certified teacher who has not taught in a subject area for five (5) years or who has not satisfactorily completed a minimum of three (3) hours of relevant graduate course work in the preceding two (2) years shall not be fully qualified to teach in a subject area. Such teacher may have the opportunity to become fully qualified for available positions by completing the required coursework during the intervening summer.

3. For the purpose of staff reduction, seniority shall be defined as the length of continuous employment as a P-12 teacher in the District. Seniority shall be determined by factors in the following order: first working day, date of Board employing action, date of contract offer by the District. Leaves granted with pay shall not be considered a break in continuous employment. In addition, involuntary military leave, sabbatical leave, health leave, and

professional leave, even though without pay, shall not be considered as a break in employment for the purpose of staff reduction.

4. Teachers whose positions are to be eliminated shall be so notified by April 15, prior to the school year during which the layoff is to be effective. Simultaneously, the Association shall be notified of persons being laid off. The reason(s) given a teacher who receives a notice of non-renewal because of reduction in force will not relate to the teacher's evaluation.

5. Teachers laid off pursuant to this policy may seek reemployment. A teacher seeking reemployment in the District must notify the Human Resources Department in writing not later than April 30 of the calendar year for which he/she is laid off and not later than March 1 in the second year he/she is laid off. In no event shall reemployment options extend for more than two (2) years following the date of the original notice of layoff. If a teacher refuses an offered position for which he/she is qualified with the District, that teacher surrenders all rights to reemployment.

6. Experience gained during layoff periods in other districts or jobs which qualified as experience under School District policies shall also be considered in placement on the schedule.

7. No specific position vacancy shall be considered to exist in the Sioux Falls School District until all persons qualified for the specific position, and who have been laid off under these regulations have been re-employed or have surrendered their right of reemployment.

Section G - Resignation

Any teacher who wishes to resign should submit a written statement of resignation to the Human Resources Department. The resignation will be presented to the Board for action.

Article X - Leave

General Leave Policy Statement

The beginning date of a leave is often beyond the control of the teacher and administration, but the ending date or the return to teaching duties should coincide with the school calendar insofar as possible.

Deductions for leave without pay shall be based on the teacher's daily rate of pay which is determined by dividing the teacher's annual salary by the number of paid teaching days as defined by the school calendar.

Section A - Long-term Leaves

This section applies to Family Medical Leave, Long Term Health Leave, Parental Leave, Sabbatical, State or National Association Leave, Professional Leave Without Pay, Long Term Leave Without Pay and Exchange Teaching Leave.

A teacher granted leave under this policy may elect to continue in the District's insurance program. Under Long Term Health Leave, Parental Leave, State or National Association Leave, Professional Leave Without Pay, Long Term Leave Without Pay and Exchange Teaching Leave the teacher pays both the District and teacher shares of the premium. Under Family Medical Leave and Sabbatical Leave the District continues to pay its portion of the premium.

After April 30, teachers on any long-term leave without pay with the exception of Family Medical Leave and Long Term Health Leave shall not return to duty until the beginning of the new school term.

Long-term or extended leaves with or without pay with the exception of Family Medical Leave or Long Term Health Leave, require that a notification of intent to return to teaching be submitted to the Assistant Superintendent by March 1. If the leave is for first semester only, such notification of intent to return to teaching shall be submitted by December 1. Lack of such notification shall terminate the teacher's right to employment.

The right to reemployment shall not extend beyond the school year following the March 1 notification of intent to return.

Upon return to District employment the teacher shall be offered the same or comparable position for which he/she is qualified and certified. No new employee shall be hired for a position for which he/she is qualified. If the teacher rejects an offered position for which he/she is qualified, he/she surrenders all rights to employment. This paragraph applies to all long term leaves except Sabbatical Leave.

A teacher returning to the District after a leave of absence shall in no case be considered a new teacher but shall be granted the sick leave accumulated up to the time the leave began and shall

be restored to his/her former status. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, shall be restored to him/her upon his/her return.

1. Long-term Health Leave

a. A teacher whose personal illness extends beyond the period compensated under the sick leave policy shall be granted a leave without pay. This leave shall not exceed two (2) years including the compensated sick leave.

b. Upon return from such leave during the same school year, the teacher shall, at his/her request, be assigned to the same position.

c. If absent beyond the school year in which the absence commenced, the teacher shall be returned to a comparable position if the same position is not open. In the event the teacher was not reinstated to his/her former position, he/she shall have the first opportunity to be reassigned to this position if it reopens.

d. The teacher shall return at the same step on the salary schedule which he/she occupied when his/her absence commenced.

e. The Board may, at its own expense, require a certificate of physical and mental health from a source it selects before re-employing a teacher after such a leave of absence.

2. Parental Leave

Parental leave without pay is available with the following guidelines:

a. The request for parental leave must be submitted to the Assistant Superintendent at least two (2) weeks in advance of the leave.

b. This leave may be extended by reapplication through the next complete school year.

c. The teacher on leave for one (1) semester or less must provide written notification of intent to return to teaching to the Assistant Superintendent at least two (2) weeks prior to the desired date of return and will receive credit for a year's experience on the salary schedule. Seniority and sick leave are retained if active status is resumed.

3. Sabbatical Leave

a. Purpose: In order to provide opportunities for maximal professional improvement, sabbatical leave shall be available to certified personnel for full-time study at a recognized college or university, or other approved programs.

b. Eligibility: An applicant must possess a valid South Dakota certificate, hold a minimum of a bachelor's degree, and must have accrued seven (7) consecutive, full years of teaching service in the Sioux Falls School District or seven (7) or more total years of

District employment without interruption of involvement in the education profession. Parental leave shall not be considered an interruption of District employment or of involvement in the education profession for purposes of this policy.

Applicants shall not have received a sabbatical leave during the seven (7) years immediately preceding any application.

Sabbatical leave for study shall be for individuals centering their study in the field of education.

Each applicant must agree to return to service in the Sioux Falls School District immediately upon termination of sabbatical leave and to continue in such service for one (1) year for each semester of leave, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed agreement in the form of a promissory note shall stipulate that the failure of the person to provide such service shall result in the obligation to reimburse the District the salary paid him/her during sabbatical leave prorated to the time not served following the leave. Terms of repayment may be arranged with the Finance Office.

c. Application: Applications shall be made to the Committee for Sabbatical Leave on or before February 1.

The application shall be accompanied by plans for the use of the sabbatical leave, evidence that the applicant's plan has been accepted and an exposition of the plan's potential for improving the applicant's professional competency and such other information as may be necessary as determined by the Committee for Sabbatical Leave.

d. Selection: The Committee for Sabbatical Leave shall consist of four (4) teachers selected by the Sioux Falls Education Association, one (1) administrator, and chaired by the Assistant Superintendent. The chairperson will vote only in the event of a tie. Teacher members shall be selected for two (2) year terms with two (2) teachers being selected each year.

The committee will prepare a priority listing of eligible candidates and recommendations for sabbatical leave appointments. Provided sufficient qualified applicants have come forth, up to one percent (1%) of the certified personnel currently employed will be recommended to the Superintendent who will in turn make recommendations to the Board.

Consideration shall be given to:

1. Assured eligibility

2. The applicant's potential for contributing to the growth of himself/herself as a professional educator

3. The applicant's prior contribution to the Sioux Falls School District and potential for future leadership

4. Any other pertinent factors as established by the committee

e. Compensation: While on sabbatical leave the person shall receive 50 percent of his/her contract salary for the time involved.

The person shall receive the insurance and retirement fringe benefits as provided for certified personnel by the Board.

Teachers on sabbatical leave may augment their sabbatical salary with aids, fellowships, scholarships, or other stipends up to an amount that will not exceed the full amount of their basic salary.

Teachers will be paid on a regular twelve (12) equal monthly installment basis, particularly in order to carry out the monthly payroll deduction necessary for group insurance premium, and the like.

f. Miscellaneous Administrative Provisions: Sabbatical leave may be for a portion of the year, but may not exceed a full school year.

The individual on leave may not deviate from his/her approved plan except with the written permission of the Assistant Superintendent.

Sabbatical leave will be automatically terminated should the grantee be placed on a probationary academic status by his/her college or university.

Any falsification of information by the grantee in application or other reports required as part of sabbatical leave may subject the leave to termination upon recommendation by the Committee for Sabbatical Leave.

Upon return from sabbatical leave, the grantee shall be advanced on the salary schedule as though he/she had been employed as a full-time employee of the School District during the time of leave. The Board shall reassign the teacher to the same building, grade level, subject matter and assignment and related working conditions as previously held.

4. Professional Leave - Education Association State or National Office

A teacher who has been elected to a state or a national education association office shall be granted a leave of absence without pay to serve in that office subject to the following limitations:

In no event shall a teacher be entitled to more than three (3) consecutive terms of office under this policy. During the first three (3) years only of such leave, the teacher shall advance on the salary schedule as if the teacher had remained in the employ of the District.

5. Professional Leave without Pay

Any teacher may be granted a leave of absence to continue his/her education, provided a proper substitute can be found. This leave may be used no more than one (1) year in every ten. Professional leave may follow a year of sabbatical leave. This leave, if for a full year, shall not serve for advancement on the salary schedule.

Upon return after a leave of absence, the salary index step shall be the same as that which the teacher was receiving at the time of leave, if the leave occurs during the first semester of the school year. If the leave is granted during the second semester or at the end of a school year, the salary index step shall be that at which he/she would have been placed had he/she remained.

A written application for a full year or first semester must be submitted not later than June 15. Written application for second semester must be submitted not later than October 15.

Such leave of absence is to be granted only at the beginning of the school year or semester and may not be extended beyond that one (1) school year in which such leave is granted.

6. Long-term Leave without Pay

A leave of absence without pay for personal reasons for no less than one (1) semester or no more than one (1) school year may be granted subject to the following guidelines:

Such leave shall be available to teachers when other specific leaves of absence are not appropriate to the reason for the request. Reasons for granting such leave shall include but not be limited to family responsibilities and interests, personal desire and need for change in routine to gain a new perspective, opportunities outside the profession apart from formal study or regular employment or other activities and challenges that could enhance the professional growth and development of the teacher.

A written application must be submitted to the Assistant Superintendent not later than June 15. Written application for second semester must be submitted not later than October 15.

Such leave of absence is granted only at the beginning of the school year or semester and may not be extended beyond that one (1) school year in which the leave is granted.

7. Exchange Teaching Leave

A teacher may be granted a leave of absence for two (2) years to teach overseas.

Each year of experience will be credited to the teacher in determining his/her step on the salary schedule.

8. Family/Medical Leave

See District policy.

Section B - Sick Leave

1. Personal Illness Leave

a. Sick leave shall be twelve (12) working days per school year, on a prorated basis, if employed for a period of less than one (1) school year. Sick leave granted for the year shall be referred to in this agreement as current sick leave. Accumulated sick leave shall consist of current and previously earned but unused sick leave.

b. Sick leave days not used by a teacher shall be permitted to accumulate to a maximum of one hundred eighty-one (181) days.

c. Any deduction from sick leave for purposes other than sick leave shall be itemized according to the type of leave for which the deductions were made on the teacher's record.

d. After three (3) consecutive days of illness or injury the District may require the teacher, at his/her own expense, to furnish verification from a physician or other licensed practitioner that he/she was unable to perform his/her duties during the period of absence for which compensation is required. If verification is required, the teacher will be notified by the supervising administrator on the second consecutive day of such illness or injury.

e. Sick leave benefits shall be available to teachers who are physically disabled due to pregnancy or childbirth. If possible, the teacher should notify the principal at least two (2) weeks in advance of her maternity absence. If the disability extends beyond six (6) weeks, a physician's certificate shall be forwarded to the Assistant Superintendent. If the leave occurs within a contract year, the teacher's assignment shall be retained if the teacher returns following the six (6) week leave or if an extension for health related reasons is recommended in writing by the teacher's physician.

f. Payment of Sick Leave: If illness prevents the continuing employment of a teacher beyond the current contract year or prevents a teacher from beginning a school year for which he/she has signed a contract, he/she should be paid for all sick leave accumulated to the time of illness unless the teacher returns to work. In that case the teacher shall be paid sick leave for the actual time absent due to illness.

g. In the event the teacher does not return to work and does not accept other employment, upon the certification of a doctor that the teacher is not able to work, the accumulated sick leave shall be paid until the expiration of the sick leave.

2. Sick Leave Assistance Plan

a. Each District employee eligible for personal sick leave benefits (excluding worker's compensation) may elect to participate in the Sick Leave Assistance Plan established by this policy.

b. The election to participate must be indicated not later than October 1, or within 30 days of initial hiring, on a written form provided by the Human Resources Department, and each such election is valid only if the electing employee contributes not less than one (1) day of the employee's unused sick leave entitlement to the Sick Leave Assistance Plan. Upon such election, the employee shall be eligible to participate in the Plan without further contribution except as required in Part "e" below. If an employee does not elect to participate within the time limits specified, the employee is ineligible until the beginning of the next school fiscal year.

c. Each participant who has used all of the employee's personal sick leave (current and accumulated) may petition the Sick Leave Assistance Committee for sick leave assistance.

d. The maximum number of sick leave days which the Sick Leave Assistance Committee may provide to a participant is 30 days annually.

e. Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. However, each participant who has received assistance from the Sick Leave Assistance Plan must reestablish participation for the next school fiscal year by following the procedure described in Paragraph "b" of this policy.

f. The Sick Leave Assistance Committee shall be composed of one (1) representative from each of the employee groups participating in the Plan, to be selected by the respective employee groups.

g. The Committee shall establish guidelines to govern its decision-making process regarding the granting or denial of request for sick leave assistance. These guidelines are specified on the application provided by the Human Resources Department and must be complied with completely. These guidelines provide a process of insuring that sick leave assistance is made available only to those applicants who demonstrate a need for such assistance.

h. The application for additional sick leave shall be submitted to the Human Resources Department on a form provided to the buildings by the Human Resources Department. The Human Resources Department will forward copies to the Sick Leave Assistance Committee. A copy of the Committee's decision will be forwarded to the employee, the building principal, the departmental director and the appropriate employee organization.

i. The Human Resources Department shall annually make a written report to the Superintendent and the committee regarding the operation of the plan during the preceding year.

3. Family Illness Leave

a. For the purpose of this section, the teacher's family shall include: parent, step-parent, child, step-child, spouse, brother, sister, parent-in-law, sibling-in-law, daughter-in-law, son-in-law, grandchild, grandparents, grandparents-in-law, fiancée, fiancé, persons for whom you can provide written proof that you are the primary caregiver, and other members of the teacher's household.

b. A teacher may be granted a maximum of ten (10) days leave for family illness. Each such day shall be deducted from the teacher's current, then accumulated sick leave.

c. In the event the serious illness of a family member requires hospitalization or treatment, the teacher shall provide notice from the attending physician and provided that the attending physician has verified the necessity of the presence of the teacher at the patient's bedside, no pay deductions shall be imposed. Each such day of absence shall be deducted from the teacher's accumulated sick leave.

d. In extraordinary circumstances of family illness, the Board may approve payment of salary during the absence of a teacher, subject to the deduction of sick leave and substitute teacher expenses at the daily rate of the lowest salary of a substitute teacher. Such approval will be based on the recommendation of the Superintendent and the President of the Association. Such situations shall be reviewed periodically at approximately 45 calendar day intervals. The teacher shall retain his/her teaching assignment.

4. Summer School Sick Leave

Two (2) days of sick leave shall be allowed for summer school sessions. The teacher's regular school term sick leave may not be used during the summer session. Unused summer school sick leave shall not be allowed to accumulate.

Section C - Bereavement Leave

1. Up to five (5) consecutive days shall be allowed in each case of death in the teacher's immediate family, unless non-consecutive days are needed to attend funeral or other services. Immediate family shall be defined as spouse, parent, step-parent, parent-in-law, step-parent-in-law, daughter-in-law, son-in-law, brother, sister, child, step-child, grandchild, fiancée, fiancé, and persons for whom the teacher can provide written proof that the teacher is the primary caregiver.

Additional days, deductible from sick leave will be granted upon written request of a physician. In extraordinary circumstances involving the death of an immediate family member as defined in the first paragraph above, the Board may approve payment of salary during the absence of an employee, subject to the deduction of sick leave and substitute teacher expenses at the daily rate for a substitute teacher. Such approval will be based on the recommendation of the Superintendent and the President of the Association. Such situations shall be reviewed periodically at approximately 45 calendar day intervals. The teacher shall retain his/her teaching assignment under this policy.

2. Up to five (5) consecutive days shall be allowed in each case of death in the teacher's family of other than immediate family members; family members to be defined as brother-in-law, sister-in-law, grandparents, grandparents-in-law or any member of a teacher's household. The first three (3) days shall not be taken from the accumulated sick leave, but the remaining two (2) days, if taken, shall be taken from the accumulated sick leave.

3. Leave of one (1) day shall be allowed to attend the funeral of others close to the teacher. Each day so missed shall be taken from the teacher's current sick leave first, then accumulated sick leave. In the event a full day is not used, and a substitute is employed for only one-half (1/2) day, only the half (1/2) day shall be deducted from the teacher's current sick leave first, then accumulated sick leave.

Section D - Other Leaves

1. Adoptive Parent Leave

a. Fifteen (15) days leave with pay will be granted to a teacher who adopts a child. Such leave shall be deducted from accumulated sick leave and shall consist of fifteen consecutive work days, one (1) of which shall be the day that the family takes custody of the child unless extenuating circumstances are approved by both the Assistant Superintendent and the President of the Association.

b. If both adoptive parents are teachers in the District, the fifteen (15) working days leave may be shared between them.

2. Court and Jury Leave

Court and jury duty hold precedence over all other employment obligations in the School District. A teacher should not be penalized by loss of pay from a contracted salary while absent performing court and jury duty required by law. (A teacher does not receive replacement compensation for court and jury duty.) The daily payment and mileage paid to such teacher is to help compensate for the extra necessary expense for meals, lodging and travel. In most instances, such payment does not fully compensate the teacher for such other necessary expense.

a. No teacher shall be paid any fees for giving testimony or evidence in any civil or criminal proceeding or action on behalf of the School District, provided, however, that whenever such person is required to testify and give evidence on behalf of the School District in a place other than the teacher's official residence, the teacher shall be paid actual and necessary expenses, including mileage at the same rate then in effect in the School District.

b. When a teacher is subpoenaed in private litigation or by some party other than the School District, to testify not in the teacher's official capacity, but as an individual, the teacher shall be entitled to receive regular pay from the School District while so absent and without loss of any leave credits. If, however, the subpoena results directly or indirectly from employment of the teacher by a party other than the School District or an action to which the teacher is a party, the teacher shall lose one (1) day's pay or part thereof for each day of absence or part thereof.

c. When a teacher is summoned to serve on a jury, the teacher shall be entitled to receive regular pay from the School District while so absent and without loss of any credits. The teacher shall not be entitled to expenses from the School District, and shall pay to the District any fee paid to the teacher for service as a juror. If the teacher is employed by the District less than full time, the fee paid to the District for a day's jury duty shall be in proportion to the teacher's percentage of full–time employment with the School District. The teacher may retain any mileage allowance or subsistence allowance paid in connection with jury service. The amount owed by such a teacher to the District may at the option of the District be withheld from the teacher's pay.

d. Any teacher summoned or subpoenaed either as a juror or a witness shall notify his/her principal, or immediate supervisor, in advance of such required absence so as to permit reasonable arrangements to be made.

3. Political Activity Leave

Leaves of absence for political activity for the purpose of being a candidate for political office, or for holding public office, will be arranged within the framework of Board policy and law.

a. A teacher seeking an extended leave of absence for campaigning, office holding, or other time-consuming responsibilities connected with government shall apply for such leave in writing.

b. The Board shall give the teacher a written answer to a request for political leave.

c. If the candidate is not elected, he/she shall be returned to his/her position immediately.

d. Leaves of absence shall be arranged for a definite period of campaigning.

e. Leaves of absence for the period of holding political office, because of the wide variance of demands on time, shall be arranged on an individual basis.

4. Military Leave

Employees of the School District who qualify as members of a "reserve component" to include the National and Air National Guard will be granted military leave of absence from their employment in accordance with the following established policy:

a. Military leave will not exceed fifteen (15) working days in any calendar year. Time in excess of fifteen (15) days must be charged to vacation time or leave without pay.

b. The School District will pay employees who receive 20 days or less vacation annually, the difference between their daily rate of pay, as employees of the School District, and the daily rate of pay they receive while on military leave. The daily rate of pay while on military duty is to be requested by employees from the Commander of their Reserve or National Guard units, in writing, to be directed to the Superintendent of Schools or his/her designee.

c. The School District will not pay employees who receive more than 20 days of vacation annually.

d. Military leave may not be accumulated.

e. Temporary or part-time employees are not entitled to military leave. Temporary does not include new employees on a probationary status.

f. Employees requesting military leave for training will obtain a written order or letter from the Commander of their Reserve or National Guard units showing the dates of the training period. This notice is to be submitted to the Superintendent or his/her designee 60 days prior to the date of employee's departure for training.

g. A record of military leave taken will be maintained on the regular annual and sick leave account of each School District employee.

h. Employees of the School District who are called to active duty in the military service qualify under the Soldiers' Preference Law to be reinstated with accrued benefits.

    1. An employee may be continued on the payroll for vacation after the date of reporting for active duty.

    2. The School District is required to carry as a credit any unused sick leave and vacation due at time of call to active duty. If reinstated upon return from military service, such unused sick leave and vacation shall also be reinstated.

5. Association Leave

a. The Association shall be allocated 35 days leave each school year for its members, except during a year when its President is on full–time Association status at which time the allocation shall be 20 days.

b. If an Association member is on an NEA committee or holds an NEA assignment, the allocation shall be 35 days regardless of the President's status.

c. Such leave shall be approved by the Superintendent upon notification from the Association President.

d. The Association will remit to the District that sum of money which equals the daily rate of pay of a certified substitute teacher for each absence, or one–half (1/2) this sum for each half (1/2) day of absence under this leave. If no substitute is required, no reimbursement will be made. The District shall bill the Association monthly regarding reimbursement.

6. Personal Leave without Pay

a. Leave without pay shall be granted at the discretion of the Assistant Superintendent. Applications shall be submitted through the building principal.

b. If a teacher has an emergency situation arise when there is not sufficient time to go through normal channels for personal leave, the teacher may take personal leave upon notifying the principal or other proper administrator. However, the determination of the qualification of leave so taken for pay or as leave without pay will be made after the leave has been taken. Within five (5) working days of the completion of such leave taken under emergency circumstances, the teacher shall file an application for personal leave with pay or without pay, as the case may be. The application will be acted upon as described in this regulation, and if the leave is not granted, pay will be withheld for the period so missed. In the case of leave without pay, other actions may be required.

c. Pay deduction shall be based on the teacher's daily rate of pay.

Section E - Personal Leave and Wellness Leave (Discretionary Leave)

1. Teachers may use discretionary leave days subject to the availability of a substitute as verified by the building principal. Discretionary leave days may be used directly by giving the building principal at least five (5) days' notice. Discretionary leave days will be granted subject to the following conditions:

   a. No more than seven percent (7%) (rounded to the nearest whole) of the teachers in a building may use discretionary leave days on a given day.

b. Discretionary leave days may be used between the tenth student day of attendance at the beginning of the school year and just prior to the last ten (10) days of student attendance.

2. Personal Leave with Pay: Personal leave may be taken when a need arises and no other leave is appropriate. Two (2) non-cumulative days may be used annually, the first with full compensation, the second to be taken from the current year's sick leave. In lieu of taking the first personal leave day, a teacher may opt to receive his or her per diem rate. The second personal leave day may not be taken until the first day is taken or exchanged for his or her per diem rate.

3. Wellness Day: Wellness leave of one (1) day, 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 entire preceding school year and who took no 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 his or her per diem rate.

4. A teacher may use his or her wellness day for one (1) day of sick leave. If a teacher chooses to do so, the teacher will be credited as meeting the wellness leave criteria according to Article X, Section E, Item 3.

Article XI - Assignment and Transfer

Section A - Voluntary Transfer Criteria

Assignment or transfer of a teacher to another school within the District, including newly constructed schools, shall be made by the Superintendent or the Superintendent's designee on the basis of the following criteria:

- Previous performance evaluations
- Contributions which the teacher could make to students in the new position
- Qualifications of the teacher compared to those of outside candidates for the position to be filled
- Opportunity for professional growth
- Effect the transfer would have on the school from which the transfer was made
- Length of service in the District

Section B - Procedures for Voluntary Transfer

1. Teachers, either full-time or part-time, who desire a transfer for the following school year in grade and/or subject assignment, or who desire to transfer to another building or newly constructed building, shall file a Transfer Request Form, which is available in each school office. The Transfer Request Form must be sent to the Human Resources Department.

2. A teacher who has decided to resign a contractual extra duty assignment (See Appendix D.) may be transferred if necessary to establish a vacancy for a replacement within the extra duty assignment.

3. A teacher on a Plan of Assistance may not apply for a transfer until the teacher is removed from the Plan of Assistance.

   Any teacher receiving a summary evaluation with a "qualification for rehire" may not apply for a transfer for the following year.

   A teacher who has received a disciplinary action at the written reprimand level (Article IX Section C, Item 3, Paragraph 6) or higher within the last twelve (12) months will not be eligible for a voluntary transfer.

4. Vacancies for the current year will be posted through the school year for informational purposes on the District's website. A poster will be placed on a designated bulletin board in each work site to inform teachers that all District openings are posted on the website.

   Beginning with the second semester, the Human Resources Department shall on a weekly basis, post on the District's website the list of known vacancies for the following school year. Teachers may apply for transfer to specifically posted positions up to, but not later than, August 15.

   Teachers interested in a posted position must submit a Transfer Request Form to the Human Resources Department prior to the screening date. The teacher must inform his/her current administrator in writing of the transfer request. The Transfer Request Form is available on the District's website under the "employment" section.

5. In considering teachers for transfer to specific vacancies, principals/administrators will consider the criteria in Section A.

   Once a decision is made to fill a vacancy, the Human Resources Department will notify all teachers who requested a transfer to the position.

Section C – In-school Assignment

In order to meet the needs of the educational program, a principal may assign or reassign a teacher to any grade or subject within the building for which the teacher is certified.

Prior to advertising a position outside the building, the principal or District supervisor will post notification of the vacancy for five (5) days within the building via email. If the position is considered a District position, the affected District staff will be notified by the District supervisor via email. Staff interested in the vacancy must notify the principal/supervisor in writing or via email of interest in the position prior to the expiration of the five (5) day period. The principal/supervisor, at his or her discretion, may fill the position with any staff member within the building or affected District program, or may authorize the position posted within and/or outside the District as prescribed by District procedures.

A teacher who has been reassigned within a school building may appeal the reassignment to the Superintendent or designee within two (2) days of receipt of written notification by the principal of reassignment.

Section D - Involuntary Transfer for Enrollment Adjustment

1. When a reduction in the number of teachers in a grade (elementary) or subject (secondary) within a building is necessary, staff members in that school shall be notified in writing. Volunteers who are not covered in the provisions of Article XI, Section B,

Item 3 shall be transferred first, after which transfer shall be made on the basis of the following by the principal:

- Qualifications and contributions of the staff members within the building
- Contribution that the staff member to be transferred could make to the receiving building
- Effect the transfer would have on the school from which the transfer is made.
- History of previous involuntary transfers
- Length of service within the District

2. Teachers involuntarily transferred will receive a notice of placement as soon as practical after the placement is made.

3. The teacher shall be given, in writing, the reason(s) for the transfer. In the event that the teacher questions the reason or feels that he or she was transferred in retaliation for some action, the teacher may appeal the transfer within two (2) days of receiving written notification of the transfer to the Superintendent. The decision of the Superintendent is final.

4. Teachers who are involuntarily transferred from one (1) building to another after August 15 will receive one-time compensation of two hundred dollars ($200) for making the transfer. Teachers involuntarily transferred on or after the first day students are in session will receive a one-time compensation payment of two hundred dollars ($200) and one (1) day without students to prepare his or her classroom as compensation for making the transfer.

5. Teachers who volunteer to transfer or who are involuntarily transferred under this section may submit the Reassignment Preference Form upon verbal notification by their supervisor of the transfer. This Reassignment Preference Form shall be submitted to the Human Resources Department within four (4) days of verbal notification. The Human Resources Department shall take the request under advisement but is not bound to the request.

Section E - Involuntary Transfer by the Superintendent

1. Involuntary transfer by the Superintendent may be made in the best interest of the School District. In the event the Superintendent makes an involuntary transfer, the Superintendent shall inform the affected teacher or teachers in writing of the reason(s) for the transfer. The teacher may appeal the decision to the Superintendent within two (2) days of written notification of the transfer. If the teacher is not satisfied with the explanation after meeting with the Superintendent, the teacher may appeal the decision to the Board. The decision of the Board may not be appealed.

2. Teachers who are involuntarily transferred from one (1) building to another after August 15 will receive one-time compensation of two hundred dollars ($200) for making the transfer.

Teachers involuntarily transferred on or after the first day students are in session will receive a one-time compensation payment of two hundred dollars ($200) and one (1) day without students to prepare his or her classroom as compensation for making the transfer.

3. Teachers who are involuntarily transferred by the Superintendent under this section may submit the Reassignment Preference Form upon written notification. This Reassignment Preference Form shall be submitted to the Human Resources Department within four (4) days of written notification. The Superintendent shall take the request under advisement but is not bound to the request.

Section F - Letter of Assignment/Reassignment

Each teacher signing a contract in the spring shall be provided a Letter of Teacher Reassignment if there is a change of assignment from the previous year. In situations where it is impossible to assign a new teacher, such teacher shall receive notification with the contract indicating that he/she is unassigned. In the event a teacher is reassigned due to lack of enrollment, he/she shall have an opportunity to be reassigned to his/her original school, in the event an opening occurs prior to the contract year.

Section G – Teachers on Special Assignment (TOSA's)

The Association and the District agree that positions for the teachers on special assignment will be posted as one (1) to four (4) year positions. If the TOSA position is filled by an internal transfer, the teacher on special assignment will be reassigned to the individual's previous building and position when the special assignment is completed.

The position vacated by the teacher transferring to the TOSA position will be staffed in one (1) of the following ways:

1. Posted as an internal transfer opportunity and filled by a voluntary transfer with the understanding that the new assignment is from one (1) to four (4) years and that the teacher filling in for the teacher on special assignment may subsequently be involuntarily transferred elsewhere upon return of the teacher on special assignment (TOSA).

2. Filled by a new hire with the understanding that the new assignment is from one (1) to four (4) years and that the new hire may subsequently be involuntarily transferred elsewhere upon return of the teacher on special assignment (TOSA).

3. Staffed through an involuntary transfer by the Superintendent with the understanding that the new assignment is from one (1) to four (4) years and that the transferred teacher may subsequently be involuntarily transferred elsewhere upon return of the teacher on special assignment (TOSA).

Article XII - Teacher Responsibilities

Section A - Teacher Liability

1. The Board and teachers have responsibility to maintain sufficient control and discipline for effective learning. When it appears to a teacher or other professional that a student may require special assistance to conform to necessary control and discipline, the teacher or other professional is to report the facts to the administration for appropriate action.

2. The teacher may request permanent removal of a student who adversely affects the learning environment. The request will be heard by a building committee composed of the requesting teacher, at least two (2) additional teachers acquainted with the student, the student's counselor, a qualified psychologist, and the building principal or his or her designee. The committee will make a recommendation consistent with Board policies on suspension and expulsion. The student and his or her parents may be present at the committee proceedings where evidence is presented, and may present their own evidence. The initiating teacher or the parents or guardians of the student may appeal the committee's decision to the Superintendent, and may appeal from the Superintendent's decision to the Board.

3. Teachers shall immediately report any employment-related assault to their principal or designated representative. A teacher, upon request, shall be advised by the District's legal counsel of his or her rights and obligations concerning appropriate handling of this incident by law enforcement and judicial authorities.

4. If a teacher is named as defendant in any civil or criminal action arising out of lawful disciplinary action taken by the teacher against a student, the Board shall provide its legal counsel for the teacher's defense.

5. The Board will reimburse teachers who suffer any loss, damage or destruction of clothing or personal property as the result of taking lawful disciplinary action in the performance of their duties, unless such loss is covered by insurance or reimbursement is obtainable from other sources. This section shall not apply to materials covered in Section F of Article VII.

6. Time lost by a teacher in connection with any incident of the type mentioned in this article shall not be charged against the teacher.

7. Teachers shall exercise care with respect to the safety of pupils and property, and the Board agrees to carry liability insurance naming the teacher as a named insured and protecting the teacher from damage or loss for which he/she may be liable.

Section B - Academic Freedom

1. The Board recognizes and respects the right of citizens to make suggestions for the improvement of public schools, but maintains that no special interest group shall deny educators academic freedom, defined as the right and obligation of teachers to teach in the manner which is in the best interest of their students. Nor shall any special interest group dictate to the professional educators the type and/or quality of texts and instructional materials to be used in the classrooms of the Sioux Falls School District. In recognition of the right of citizens to make suggestions for improvement, upon the official request of any special interest group, a building committee consisting of the principal, teacher(s), and parent representatives shall be appointed to deal with the matter.

2. If the official request affects the District beyond a building level, the Association and the administration shall jointly appoint in equal numbers a commission to meet with representatives of the group, and discuss with them their interests in instructional materials and topics. However, the final choice of such instructional materials and topics shall be the responsibility of the professional educators and Board of this system, compatible with legal requirements.

3. Whenever any group or individual brings charges against a teacher concerning the teacher's freedom to teach, the Board shall provide, without charge to the teacher, the necessary and sufficient leave of absence, legal assistance, and other support for the protection of academic freedom, except when the Board and the teacher's position are in legal opposition.

Section C - Political Activity

1. School employees engaging in political activity shall make it clear that their utterances and actions are theirs as individuals and that they, in no manner, represent the views of the school system.

2. School employees shall not engage in political activity on school premises during school hours.

Section D - School - Community Relations - PTA

Teachers are expected to use professional judgment in attending PTA meetings in schools where they teach. This is a means of meeting parents of children, which gives both parents and teachers an opportunity to exchange views.

Section E - Collection of Private Funds

No teacher shall be required to collect funds for private agencies, such as photographers and other enterprises.

Section F - Facilities Use

No teacher, as part of his or her teaching assignment, shall be required to supervise students who are part of non-district groups using school facilities.

Section G - Food Service Program

The Board, the Superintendent, and/or their designees shall not require, request, nor allow a teacher to collect monies or sell student meal tickets in relation to the Food Service Program.

Article XIII - Working Conditions

Section A - Teaching Conditions

1. The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to facilitate learning and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

2. The Board and the Association recognize that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio–visual equipment, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and building changes are the tools of the teachers' profession, and that each department or grade level shall receive equal consideration and treatment in its needs and requests for instructional materials.

3. The Board or its designee and a representative of the building faculty committee on staff development in each building, selected by members of each staff development building committee, shall confer at least annually prior to the final selection for the purpose of improving the selection and use of such educational tools.

4. In regard to the philosophy of teacher accountability, the Board, within the bounds of its best judgment, shall assume the responsibility of providing the necessary educational tools and enacting the recommendations made by the Staff Development Committee.

5. The District will make reasonable effort to follow special education caseload guidelines.

Section B - Class Size

Positive steps to be taken in controlling class size at elementary level shall be as follows:

1. If neither changing boundary lines nor transporting students seems to be feasible, an education assistant will be employed, if the teacher wishes, at the rate of three (3) hours per day, when the number of students exceeds 30.

2. The principal and teacher shall determine how the education assistant is to be used and the scheduling of his/her services.

Section C - Staff Development

1. In order to advance the program for improvement of instruction, school may be convened 30 minutes later than usual or dismissed 30 minutes earlier than usual no more than ten (10) times per year for in-service meetings.

2. A committee of 16 members consisting of three (3) principals, five (5) curriculum personnel appointed by the Superintendent, and eight (8) classroom teachers appointed by the President of the Association shall plan district staff development meetings and develop flexible guidelines for the instructional improvement program. The committee shall have the responsibility for communicating these plans and guidelines to the professional staff. The building faculty committee on staff development shall further have responsibility for assigning planning and leadership roles for department and grade level and building meetings.

3. School may be dismissed for staff development after school has been in session five and one-half (5 1/2) hours, exclusive of intermissions, which shall mean recess and lunch periods.

4. An amount of seven dollars and fifty cents ($7.50) per teacher in each building shall be allocated to that building for discretionary use in purchasing materials for the professional shelf and/or professional library of the school building. The building faculty committee shall decide the allocation and use of these funds within each building

5. Each building committee shall consist of a principal, department chairperson, other faculty members--the total committee not to exceed ten (10). Each committee shall be co-chaired by a teacher and the principal.

Section D - Professional Growth - Teacher Visitation

1. Arrangements shall be made for teacher visitation for all teachers new to the District, to visit for at least one-half (1/2) day in the classroom of another teacher. These arrangements are made through the building principal or supervisor.

2. In addition to new teacher visitation, 50 other classroom teaching staff may visit one-half (1/2) day in the classroom of another teacher. Requests for such visitation will be forwarded to the Assistant Superintendent, and may be initiated by the visiting teacher, principal, or the directors. Each request must include a statement of purpose for the visitation.

Section E - Teacher Planning and Preparation

1. **Elementary School Level (P-5)** Each elementary school teacher shall be entitled to 240 minutes of planning time during student hours for each consecutive five (5) days of student attendance, subject to the following conditions and exceptions: If, as a result of scheduling limitations and requirements, a teacher is not provided with at least a 30 minute planning

time on a day of student attendance, that teacher shall not be scheduled for recess supervision on that day. In no event shall an elementary teacher be required to forego planning time more than two (2) days per week. Elementary school teachers assigned to more than one (1) building shall be allowed 20 minutes for travel time between buildings, plus an additional fifteen (15) minutes of preparation time following the travel time. All planning and preparation time shall be exclusive of the 45 minute lunch break. Elementary school teachers with extra-duty assignments may request to have their planning time scheduled during the last part of the student day to facilitate travel to that extra-duty assignment location.

2. **Middle School (6-8)** Each middle school teacher shall be provided not less than one (1) period of individual planning time and one (1) period of team planning time each day of student attendance. Middle school teachers assigned to more than one (1) building shall be allowed 30 minutes (.1 FTE) for travel time between buildings and preparation. All travel time shall be exclusive of the 30 minute lunch break.

3. **High School (9-12)** Each high school teacher shall have not less than one (1) period of planning time per day of student attendance. High school teachers assigned to more than one (1) building shall be allowed 30 minutes (.09 FTE) for travel time between buildings and preparation. All travel and preparation time shall be exclusive of the 30 minute lunch break.

4. **Secondary Level (6-12)** Teachers at the secondary level (6-12) shall have no more than two (2) separate preparations per day, unless scheduled courses cannot be offered otherwise with existing building staff.

5. If a teacher volunteers to teach additional time, the overload compensation will be based on the teacher's per diem rate for the minutes of overload converted to an instructional FTE. The teacher who travels to more than one (1) site of different educational levels shall have their assigned time based on where the teacher's FTE is the greatest. Travel time shall be counted as part of the teacher's contact hours.

6. Travel Time between Schools: If, because of extenuating circumstances, more travel time is needed, the individual teacher who travels between buildings will notify both principals, and the principals will attempt to make the necessary accommodations. If the teacher is not in agreement with the resolution, the teacher may appeal to the Assistant Superintendent. The decision of the Assistant Superintendent may not be grieved.

7. In the event a question arises regarding the interpretation of these provisions or in the event of a claimed failure to provide to a teacher the planning, preparation, tutorial, or travel time described in these provisions, the President of the Association and the Superintendent shall meet in order to resolve the situation.

Section F - Teacher Involvement

1. There shall be teacher involvement and preparation before any new educational programs can be implemented in the District.

2. When adopting new curriculum or programs, every effort shall be made to keep the learning standards clear, narrow and focused.

Section G - Teaching Materials Budget and Requisitioning Materials

1. For each school in the District, the Board shall appropriate a sum equal to one dollar ($1.00) per pupil enrolled in the school at the last enrollment count prior to such appropriation for the purchase of instructional materials that are not otherwise obtainable by the teacher. This is not in any way intended to replace the normal supply requisition procedure, but is to be used only when the time element or other considerations make the normal method impractical or impossible.

2. The building faculty committee shall determine the allocation of these funds within the building. Such determination shall be made on the basis of merit among the various requests in regard to the instructional usage of the material and after determining that the regular procedure of obtaining supplies is not practical.

3. Once the faculty committee has awarded funds to a teacher, the school principal is authorized to expend the funds in the manner which shall be determined by the Board as most efficient and in compliance with legal requirements.

Section H - Education Assistants

1. The Board recognizes teachers are involved in a variety of tasks, not all of which require professional training and professional competencies. The Board further recognizes that education assistants and volunteers have freed teachers to concentrate their efforts on professional services for students and that while most of these developments have occurred in the elementary schools, the use of education assistants and volunteers can strengthen the program of the secondary schools as well. In the development and change of staff roles, teachers, administrators and Board members shall be involved.

2. With the respect to the evaluation of education assistants, the teacher will provide written information and/or suggestions to the process. The principal will provide written information and/or suggestions and, as the ultimate decision maker, will sign the evaluation.

Section I - Innovation and Experimental Programs

1. The Association and the Board agree that change of a constructive nature is essential to the improvement of the educational process, and that, on occasion, experimental or new approaches differ greatly from the traditional concept of the student-teacher relationship.

2. An Innovation and Experimental Programs Committee shall be formed, and shall be comprised of eight (8) members, with four (4) appointed by the Superintendent and four (4) teachers appointed by the President of the Association.

3. The Association and the Board jointly support constructive innovation and experimentation, with the understanding that such programs are worked out by the professional staff, including teachers and administrators.

4. As a step toward implementing this concept and commitment, the Board agrees to appropriate the sum of $10,000 to be used for innovative and experimental programs which may be proposed by teachers.

5. Such a program shall be proposed first to the appropriate building faculty committee, which may submit the proposal to the Innovation and Experimental Programs Committee. Upon approval of the proposal, the Innovation and Experimental Programs Committee and the Superintendent shall jointly designate an individual or individuals to be responsible for the coordination and evaluation of the project. No single project shall be funded for more than $1,200.

Section J - Assistance for English Language Learners (ELL) at the Elementary Level

If the number of students who qualify for English Language Learners (ELL) services exceeds 25 percent of the regular elementary classroom enrollment and the regular classroom enrollment has not been assigned additional assistance for ELL, the teacher may request assistance in the classroom. The request must be submitted in writing to the administrator responsible for the ELL program and to the Assistant Superintendent. It will be the sole discretion of the administration whether or not additional resources are added to the classroom.

Section K - Parent/Teacher Conferences

Before parent/teacher conferences are scheduled by the administration outside of the period of 8 a.m. to 4 p.m., the teachers and principal shall meet to discuss the scheduling of such conferences and the scheduling of equivalent compensatory time. The views of the teachers shall be given due regard by the District administration in these matters, though it is recognized that the decisions in these matters are to be made by the administration and the Board.

Section L - Due Dates on Grades

Grades will be due based upon the day of the week on which the quarter ends. The following chart shall be utilized:

Day Quarter Ends	Day Grades Are Due
Monday	Monday
Tuesday	Monday
Wednesday	Monday
Thursday	Tuesday
Friday	Wednesday

Article XIV - Association President's Contract

Prior to March 1 each year, the Association shall notify the Superintendent in writing as to whether the Association President for the next school year shall serve in that office full-time or half-time, where half-time may be four-tenths (4/10), five-tenths (5/10) or six-tenths (6/10) time. Other proportions of time may be mutually agreed to. In the event the Association President is to serve in that office less than full-time, the assignments and duties to be performed for the School District shall be determined by the Superintendent after consultation with the Association President.

The Board shall issue a contract for the following school year to the Association President which requires the Association President to perform duties for the Board in the appropriate proportion of a full-time contract. The District shall pay to the teacher/President a regular full salary, plus social security, retirement, insurance and any other benefits which would accrue if assigned full-time to a teaching position. The Association agrees that it shall reimburse the District monthly for that proportion of such salary as corresponds to the extent to which the individual is not assigned to full-time duties with the School District.

The Association President shall be granted one (1) full year of teaching experience for each year of service as Association President. The Board shall reassign the Association President in the school year following his/her presidency to the same building, grade level, subject matter area assignment, and related working conditions as previously held.

Article XV - Summary, No Strike Provision, Survival

Section A - Entire Agreement

This agreement constitutes the entire agreement between the parties and any terms, conditions, statements, representations, oral or written, not contained in this agreement shall not be binding on the parties.

The contents of this agreement may not be renegotiated during the term of the agreement except by mutual consent.

Section B - No-Strike Provision

It is recognized by the parties that SDCL 3-18-10 prohibits strikes by public employees. The Association agrees that it will discourage, and will not, directly nor indirectly, condone or participate in any strike. The work "strike" shall mean the failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by concerting action with others, and without the lawful approval of one's superior, or in any manner interfering with the operation of the government of the School District for the purpose of coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event such prohibited activity occurs, and upon notification from the District, the Association will immediately take such action as is reasonable and necessary to terminate such activity and to provide written evidence to the District that the same has been accomplished. If the Association believes the person(s) was not engaged in an activity prohibited by this contract, or not otherwise illegal, the right of the Association to assist the person(s) to dispute the dismissal is reserved.

The Association further recognizes and agrees that violation of this no-strike agreement by the Association shall constitute breach of contract by the Association.

Section C - Survival of Recognition and No–Strike Provision

If this contract expires without a new contract between the parties, or is otherwise terminated before its intended time of expiration, the Recognition Clause (Article I, Section A) and the No–Strike Clause (Article XV, Section B) shall survive the expiration or termination until such time as a new contract is made by the parties, or until the Association is, pursuant to law, no longer the recognized bargaining representative.

Section D - Duration

Unless otherwise agreed to by mutual consent of the parties, this Agreement shall be effective from July 1, 2003, and shall continue in effect through June 30, 2008.

Negotiations may be reopened by mutual consent if additional funding for education becomes available.

Section E - Reopening of Negotiations

During the life of this contract, negotiations shall be reopened for salary negotiations if the District receives additional funding from the State legislature or Federal government specifically designated for teacher or employee enhancement purposes.

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

In witness whereof the parties have caused this agreement to be signed at Sioux Falls, South Dakota, the 25th day of August, 2003.

Sioux Falls Education Association	Sioux Falls School District 49-5
By_____ President	By_____ President
By _____ Negotiator	By _____ Business Manager

2003-2004 Teacher's Salary Schedule

Step	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36	MA+48
00	$24,796	$26,284	$27,772	$29,507	$30,995	$32,483	$33,971	$35,458
A	25,164	26,674	28,184	29,945	31,455	32,965	34,475	35,984
B	25,537	27,070	28,602	30,389	31,921	33,454	34,986	36,518
C	25,916	27,471	29,026	30,840	32,394	33,950	35,505	37,060
D	26,300	27,878	29,456	31,297	32,874	34,453	36,032	37,610
E	26,690	28,291	29,893	31,761	33,362	34,964	36,566	38,168
F	27,086	28,711	30,336	32,232	33,857	35,483	37,108	38,734
G	27,488	29,137	30,786	32,710	34,359	36,009	37,658	39,308
H	27,896	29,569	31,243	33,195	34,869	36,543	38,216	39,891
I	28,310	30,008	31,706	33,687	35,386	37,085	38,783	40,483
J	28,730	30,453	32,176	34,187	35,911	37,635	39,358	41,083
K	29,156	30,905	32,653	34,694	36,444	38,193	39,942	41,692
L	29,588	31,363	33,137	35,209	36,984	38,759	40,534	42,310
M	30,027	31,828	33,628	35,731	37,532	39,334	41,135	42,937
N		32,300	34,127	36,261	38,089	39,917	41,745	43,574
O		32,779	34,633	36,799	38,654	40,509	42,364	44,220
P		33,265	35,147	37,345	39,227	41,110	42,992	44,876
Q		33,758	35,668	37,899	39,809	41,720	43,630	45,542
R		34,259	36,197	38,461	40,399	42,339	44,277	46,217
S			36,734	39,031	40,998	42,967	44,934	46,902
T			37,279	39,610	41,606	43,604	45,600	47,598
U			37,832	40,197	42,223	44,251	46,276	48,304
V				40,793	42,849	44,907	46,962	49,020
W				41,398	43,484	45,573	47,658	49,747
X				42,012	44,129	46,249	48,365	50,485
Y				42,635	44,783	46,935	49,082	51,234
Z						47,631	49,810	51,994
AA						48,337	50,549	52,765
BB								53,548

Appendix A

2004-2005 Teacher's Salary Schedule

Step	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36	MA+48
00	$25,177	$26,688	$28,198	$29,961	$31,471	$32,982	$34,492	$36,003
A	25,550	27,084	28,616	30,405	31,938	33,471	35,004	36,537
B	25,929	27,486	29,040	30,856	32,412	33,967	35,523	37,079
C	26,314	27,894	29,471	31,314	32,893	34,471	36,050	37,629
D	26,704	28,308	29,908	31,778	33,381	34,982	36,585	38,187
E	27,100	28,728	30,352	32,249	33,876	35,501	37,128	38,753
F	27,502	29,154	30,802	32,727	34,378	36,027	37,679	39,328
G	27,910	29,586	31,259	33,212	34,888	36,561	38,238	39,911
H	28,324	30,025	31,723	33,705	35,405	37,103	38,805	40,503
I	28,744	30,470	32,193	34,205	35,930	37,653	39,380	41,104
J	29,170	30,922	32,670	34,712	36,463	38,211	39,964	41,714
K	29,603	31,381	33,154	35,227	37,004	38,778	40,557	42,333
L	30,042	31,846	33,646	35,749	37,553	39,353	41,158	42,961
M	30,488	32,318	34,145	36,279	38,110	39,937	41,768	43,598
N		32,797	34,651	36,817	38,675	40,529	42,387	44,245
O		33,283	35,165	37,363	39,249	41,130	43,016	44,901
P		33,777	35,686	37,917	39,831	41,740	43,654	45,567
Q		34,278	36,215	38,479	40,422	42,359	44,301	46,243
R		34,786	36,752	39,050	41,021	42,987	44,958	46,929
S			37,297	39,629	41,629	43,624	45,625	47,625
T			37,850	40,217	42,246	44,271	46,302	48,331
U			38,411	40,813	42,873	44,928	46,989	49,048
V				41,418	43,509	45,594	47,686	49,775
W				42,032	44,154	46,270	48,393	50,513
X				42,655	44,809	46,956	49,111	51,262
Y				43,288	45,474	47,652	49,839	52,022
Z						48,359	50,578	52,793
AA						49,076	51,328	53,576
BB								54,371

Appendix A

New Teacher Placement Schedule

2003-04		2004-05		2005-06		2006-07		2007-08	
Experience	Step	Experience	Step	Experience	Step	Experience	Step	Experience	Step
0	00	0	00	0	A	0	A	0	A
1	00	1	A	1	A	1	B	1	A
2	00	2	A	2	A	2	B	2	B
3	00	3	A	3	A	3	B	3	B
4	00	4	A	4	A	4	B	4	B
5	00	5	A	5	A	5	B	5	B
6	A	6	A	6	A	6	B	6	B
7	B	7	B	7	A	7	B	7	B
8	C	8	C	8	B	8	B	8	B
9	D	9	D	9	C	9	C	9	B
10	E	10	E	10	D	10	D	10	C
11	F	11	F	11	E	11	E	11	D
12	F	12	F	12	F	12	F	12	E
13	G	13	G	13	F	13	G	13	F
14	H	14	H	14	G	14	G	14	G
15	I	15	I	15	H	15	H	15	G
16	J	16	J	16	I	16	I	16	H
17	K	17	K	17	J	17	J	17	I
18	L	18	L	18	K	18	K	18	J
19	M	19	M	19	L	19	L	19	K
20	N	20	N	20	M	20	M	20	L
21	O	21	O	21	N	21	N	21	M
22	P	22	P	22	O	22	O	22	N
23	Q	23	Q	23	P	23	P	23	O
24	R	24	R	24	Q	24	Q	24	P
25	S	25	S	25	R	25	R	25	Q
26	T	26	T	26	S	26	S	26	R
27	U	27	U	27	T	27	T	27	S
28	V	28	V	28	U	28	U	28	T
29	W	29	W	29	V	29	V	29	U
30	X	30	X	30	W	30	W	30	V
31	Y	31	Y	31	X	31	X	31	W
32	Z	32	Z	32	Y	32	Y	32	X
33	AA	33	AA	33	Z	33	Z	33	Y
34+	BB	34	BB	34	AA	34	AA	34	Z
		35+	BB	35+	BB	35+	BB	35	AA
								36+	BB

Note:
No teacher may be placed beyond the top step of his/her lane. Top steps are as follows: BA - M; BA+12 - R; BA+24 - U; MA - Y; MA+12 - Y; MA+24 - AA; MA+36 - AA; MA+48 - BB.

Appendix A

Current Teacher Placement Schedule

2003-04		2004-05		2005-06		2006-07		2007-08	
02-03 Step	New Step	Previous Step	New Step	Previous Step	New Step	Previous Step	New Step	Previous Step	New Step
4	00	00	A	A	A	A	B	B	B
5	00	00	A	A	A	A	B	B	B
6	A	A	B	B	B	B	C	C	C
7	B	B	C	C	C	C	D	D	D
8	C	C	D	D	D	D	E	E	E
9	D	D	E	E	E	E	F	F	F
10	E	E	F	F	F	F	G	G	G
11	F	F	G	G	G	G	H	H	H
12	F	F	G	G	G	G	H	H	H
13	G	G	H	H	H	H	I	I	I
14	H	H	I	I	I	I	J	J	J
15	I	I	J	J	J	J	K	K	K
16	J	J	K	K	K	K	L	L	L
17	K	K	L	L	L	L	M	M	M
18	L	L	M	M	M	M	N	N	N
19	M	M	N	N	N	N	O	O	O
20	N	N	O	O	O	O	P	P	P
21	O	O	P	P	P	P	Q	Q	Q
22	P	P	Q	Q	Q	Q	R	R	R
23	Q	Q	R	R	R	R	S	S	S
24	R	R	S	S	S	S	T	T	T
25	S	S	T	T	T	T	U	U	U
26	T	T	U	U	U	U	V	V	V
27	U	U	V	V	V	V	W	W	W
28	V	V	W	W	W	W	X	X	X
29	W	W	X	X	X	X	Y	Y	Y
30	X	X	Y	Y	Y	Y	Z	Z	Z
31	Y	Y	Z	Z	Z	Z	AA	AA	AA
32	Z	Z	AA	AA	AA	AA	BB	BB	BB
33	AA	AA	BB	BB	BB	BB	BB	BB	BB
34	BB	BB	BB	BB	BB	BB	BB	BB	BB

Notes:

1. This schedule applies to teachers who were employed in the District the year prior to the year for which the placement is being determined.
2. No teacher may advance beyond the top step of his/her lane. Top steps are as follows: BA - M; BA+12 - R; BA+24 - U; MA - Y; MA+12 - Y; MA+24 - AA; MA+36 - AA; MA+48 - BB.

Appendix A

2003-2004 Psychologist's Salary Schedule

Step	MA	MA+12	MA+24	MA+36	MA+48
A	$34,603	$36,679	$38,755	$40,832	$43,254
B	35,116	37,223	39,330	41,438	43,895
C	35,637	37,775	39,913	42,053	44,546
D	36,165	38,335	40,505	42,677	45,207
E	36,701	38,904	41,106	43,310	45,877
F	37,245	39,481	41,716	43,952	46,557
G	37,797	40,067	42,335	44,604	47,247
H	38,358	40,661	42,963	45,265	47,948
I	38,927	41,264	43,600	45,936	48,659
J	39,504	41,876	44,247	46,617	49,381
K	40,090	42,497	44,903	47,308	50,113
L	40,685	43,127	45,569	48,010	50,856
M	41,288	43,767	46,245	48,722	51,610
N	41,900	44,416	46,931	49,445	52,375
O	42,521	45,075	47,627	50,178	53,152
P	43,152	45,743	48,333	50,922	53,940
Q	43,792	46,421	49,050	51,677	54,740
R	44,441	47,109	49,777	52,443	55,552
S	45,100	47,808	50,515	53,221	56,376

Appendix B

2004-2005 Psychologist's Salary Schedule

Step	MA	MA+12	MA+24	MA+36	MA+48
A	$35,151	$37,260	$39,369	$41,478	$43,939
B	35,672	37,813	39,953	42,093	44,591
C	36,201	38,374	40,546	42,717	45,252
D	36,738	38,943	41,147	43,350	45,923
E	37,283	39,521	41,757	43,993	46,604
F	37,836	40,107	42,376	44,645	47,295
G	38,397	40,702	43,004	45,307	47,996
H	38,966	41,306	43,642	45,979	48,708
I	39,544	41,919	44,289	46,661	49,430
J	40,130	42,541	44,946	47,353	50,163
K	40,725	43,172	45,613	48,055	50,907
L	41,329	43,812	46,289	48,768	51,662
M	41,942	44,462	46,975	49,491	52,428
N	42,564	45,121	47,672	50,225	53,206
O	43,195	45,790	48,379	50,970	53,995
P	43,836	46,469	49,096	51,726	54,796
Q	44,486	47,158	49,824	52,493	55,609
R	45,146	47,857	50,563	53,271	56,434
S	45,816	48,567	51,313	54,061	57,271

Appendix B

New Psychologist Placement Schedule

2003-04		2004-05		2005-06		2006-07		2007-08	
Experience	Step	Experience	Step	Experience	Step	Experience	Step	Experience	Step
0	A	0	A	0	A	0	A	0	A
1	B	1	B	1	A	1	B	1	A
2	C	2	C	2	B	2	B	2	B
3	D	3	D	3	C	3	C	3	B
4	D	4	E	4	D	4	D	4	C
5	D	5	E	5	E	5	E	5	D
6	D	6	E	6	E	6	F	6	E
7	E	7	E	7	E	7	F	7	F
8	F	8	F	8	E	8	F	8	F
9	G	9	G	9	F	9	F	9	F
10	H	10	H	10	G	10	G	10	F
11	I	11	I	11	H	11	H	11	G
12	I	12	J	12	I	12	I	12	H
13	J	13	J	13	J	13	J	13	I
14	K	14	K	14	J	14	K	14	J
15	L	15	L	15	K	15	K	15	K
16	M	16	M	16	L	16	L	16	K
17	N	17	N	17	M	17	M	17	L
18	O	18	O	18	N	18	N	18	M
19	P	19	P	19	O	19	O	19	N
20	Q	20	Q	20	P	20	P	20	O
21	R	21	R	21	Q	21	Q	21	P
22+	S	22+	S	22	R	22	R	22	Q
				23+	S	23+	S	23	R
								24+	S

Appendix B

Current Psychologist Placement Schedule

2003-04		2004-05		2005-06		2006-07		2007-08	
Previous Step	New Step	Previous Step	New Step	Previous Step	New Step	Previous Step	New Step	Previous Step	New Step
		-	-			-	-	A	A
		-	-	A	A	A	B	B	B
		A	B	B	B	B	C	C	C
4	B	B	C	C	C	C	D	D	D
5	C	C	D	D	D	D	E	E	E
6	D	D	E	E	E	E	F	F	F
7	E	E	F	F	F	F	G	G	G
8	F	F	G	G	G	G	H	H	H
9	G	G	H	H	H	H	I	I	I
10	H	H	I	I	I	I	J	J	J
11	I	I	J	J	J	J	K	K	K
12	I	I	J	J	J	J	K	K	K
13	J	J	K	K	K	K	L	L	L
14	K	K	L	L	L	L	M	M	M
15	L	L	M	M	M	M	N	N	N
16	M	M	N	N	N	N	O	O	O
17	N	N	O	O	O	O	P	P	P
18	O	O	P	P	P	P	Q	Q	Q
19	P	P	Q	Q	Q	Q	R	R	R
20	Q	Q	R	R	R	R	S	S	S
21	R	R	S	S	S	S	S	S	S
22	S	S	S	S	S	S	S	S	S

Note: This schedule applies to psychologists who were employed in the District the year prior to the year for which the placement is being determined.

Appendix B

2003-2008
Hourly Rates of Pay

Duties:	**Year and Hourly Rate:**
Study Committees and Curriculum Work *(See page 26)*	**2003-04 $ 17.24**
Meetings/Activities beyond the School Day *(See page 26)*	**2004-05 $ 17.81**
Supervision/Coaching of Evening and Weekend Activities *(See page 26)*	**2005-06 $ ____**
	2006-07 $ ____
Required District Training *(See page 22)*	**2007-08 $ ____**

Duties:	**Year and Hourly Rate:**
Summer School Compensation *(See page 19)*	**2003-04 $ 23.12**
Lunchtime Supervision *(See page 27)*	**2004-05 $ 23.89**
On-staff Substitute Teachers *(See page 27)*	**2005-06 $ ____**
	2006-07 $ ____
	2007-08 $ ____

Extra Pay - Extra Work and Hourly Rates

For the 2003-2004 school year, the extra pay - extra work point values and the hourly rates will increase by 6.1 percent. In the remaining years of this contract, the 2004-2008 school years, the Extra Pay - Extra Work point values and the hourly rates will increase by the same percentage as the increase in salary for the given contract years.

Appendix C

Appendix D

Extra Pay – Extra Work – Point Values and Compensation

2003-2004 Point Value is $ 97.43
2004-2005 Point Value is $100.67
2005-2006 Point Value is $ _____
2006-2007 Point Value is $ _____
2007-2008 Point Value is $ _____

Referenced on Pages 24, 25, and 72

1. Category: High School	**Points:**	**Payment Method (mos.)**
A. Basketball Coaches		
1. Head Boys	53	Contract Annual
2. Head Girls	53	Contract Annual
3. Varsity Assistant Boys	35	4
4. Varsity Assistant Girls	35	4
5. Sophomore Boys	35	4
6. Sophomore Girls	35	4
7. Freshman Boys	28	4
8. Freshman Girls	28	4
B. Football Coaches		
1. Head	53	Contract Annual
2. Varsity Assistant	35	2
3. Sophomore	35	2
4. Head Freshman	28	2
5. Freshman Assistant	27	2
C. Gymnastics Coaches		
1. Head	50	Contract Annual
2. Varsity Assistant	31	4
3. 7th & 8th Grade at High Schools	14	2
D. Track Coaches		
1. Head Boys	50	Contract Annual
2. Head Girls	50	Contract Annual
3. Varsity Assistant Boys	34	3
4. Varsity Assistant Girls	34	3
E. Wrestling Coaches		
1. Head	53	Contract Annual
2. Varsity Assistant	35	4
3. 7th & 8th Grade at High Schools	25	4

Extra Pay – Extra Work – Point Values and Compensation

2003-2004 Point Value is $ 97.43
2004-2005 Point Value is $100.67
2005-2006 Point Value is $ _____
2006-2007 Point Value is $ _____
2007-2008 Point Value is $ _____

Referenced on Pages 24, 25, and 72

1. Category: High School (cont.)	**Points:**	**Payment Method (mos)**
F. Volleyball Coaches		
1. Head	49	Contract Annual
2. Varsity Assistant	33	4
3. Sophomore Head	30	4
4. Freshman	26	4
G. Cross Country Coaches		
1. Head Boys & Girls	32	Contract Annual
2. Varsity Assistant	23	2
H. Golf Coaches		
1. Head Boys	27	2
2. Head Girls	27	2
3. Freshman Boys	17	2
4. Freshman Girls	17	2
I. Tennis Coaches		
1. Head Boys	28	2
2. Head Girls	28	2
3. Freshman Boys	17	2
4. Freshman Girls	17	2
J. Other Athletic Positions		
1. Strength Coach	52	9
2. Strength Coach - Summer	30	3
K. Cheerleader Coach		
1. Head	38	10
2. Assistant	32	10
L. Drill Team Advisor	32	10
M. Drama		
1. Drama Artistic Director	25 per play	Contract Annual
2. State One Act Play	20	10
3. Business Manager	9 per play	10

Appendix D

Extra Pay – Extra Work – Point Values and Compensation

2003-2004 Point Value is $ 97.43
2004-2005 Point Value is $100.67
2005-2006 Point Value is $ _____
2006-2007 Point Value is $ _____
2007-2008 Point Value is $ _____

Referenced on Pages 24, 25, and 72

1. Category: High School (cont.)	Points:	Payment Method (mos.)
4. Drama Technical Director	17 per play	10
5. Lights/Stage	7	10
N. Music		
1. Orchestra Director	51	Contract Annual
2. Band Director	58	Contract Annual
3. Vocal Director	57	Contract Annual
4. Band Director Assistant	39	10
5. Vocal Director Assistant	39	10
O. Forensics		
1. Debate	50	Contract Annual
2. Assistant Debate	39	10
3. Oral Interpretation	45	10
4. Assistant Oral Interpretation	29	10
P. Publications		
1. Newspaper Advisor	42	Contract Annual
2. Annual Advisor	42	Contract Annual
3. Assistant Annual Advisor	20	10
Q. Other		
1. Student Council Advisor	33	10
R. Leadership		
1. Department Chairs[1]	18	10
2. SAT Member	4	10
3. Natural Helpers Advisor[2]	7	10
4. Natural Helpers Trainer[2]	10	10
5. Improv Advisor[2]	16	10
6. SAT Coordinator[2]	19	10

Appendix D

Extra Pay – Extra Work – Point Values and Compensation

2003-2004 Point Value is $ 97.43
2004-2005 Point Value is $100.67
2005-2006 Point Value is $ _____
2006-2007 Point Value is $ _____
2007-2008 Point Value is $ _____

Referenced on Pages 24, 25, and 72

2. Category: Middle School	**Points:**	**Payment Method (mos.)**
A. Athletics - Coaching		
1. Basketball 7th Boys	14	2
2. Basketball 7th Girls	14	2
3. Basketball 8th Boys	14	2
4. Basketball 8th Girls	14	2
5. Cross Country Boys & Girls	14	2
6. Football 7th	14	2
7. Football 8th	14	2
8. Track 7th Boys	14	2
9. Track 7th Girls	14	2
10. Track 8th Boys	14	2
11. Track 8th Girls	14	2
12. Volleyball 7th	14	2
13. Volleyball 8th	14	2
B. Music		
1. Orchestra Director	33	10
2. Band Director	37	10
3. Vocal Director	37	10
4. Band Director – partial[3]	19	10
5. Vocal Director – partial[3]	19	10
C. Other		
1. Student Council Advisor	26	10
2. Team Leader/Sp Ed Team Coordinator	17	10
3. Natural Helpers Advisor[2]	7	10
4. Natural Helpers Trainer[2]	11	10
5. Improv Advisors[2]	16	10
6. SAT Coordinator[2]	15	10
7. SAT Member	3	10
8. Athletic Coordinator	80	10

Appendix D

Extra Pay – Extra Work – Point Values and Compensation

2003-2004 Point Value is $ 97.43
2004-2005 Point Value is $100.67
2005-2006 Point Value is $ _____
2006-2007 Point Value is $ _____
2007-2008 Point Value is $ _____

Referenced on Pages 24, 25, and 72

3. Category: Elementary	**Points:**	**Payment Method (mos.)**
A. Music		
1. Orchestra Director[4]	12	10
2. Band Director[4]	11	10
3. Vocal Director	21	10
B. Leadership		
1. SAT Member	3	10
2. SAT Coordinator[2]	11	10
3. SpEd Evaluation Team Leader[5]		
A building with less than 30 IEP's	6	10
A building with 30 to 70 IEP's	9	10
A building with more than 70 IEP's	11	10

Notes:

[1]High school departments of twelve (12) FTE or more shall be granted one (1) period for department chairperson responsibilities. Departments of less than twelve (12) FTE shall be granted one-half (1/2) period for department chairperson responsibilities. Only in the special education department will education assistants count as FTE's, because of the nature of the supervision required. The release time is in addition to extra pay-extra work compensation. High school department chairpersons shall be in the school two (2) days beyond the veteran teacher contract. Whether these days are at the beginning or end of the school year shall be in each case determined by the building principal on an annual basis.

[2]Grant funded - If funding is discontinued, the position will not be automatically funded by the District. If the value of a position increases or decreases, the grant dollars will be changed accordingly. The General Fund dollars will not be affected by such changes.

[3]The word "partial" reflects a part-time assistant within a program at a middle school.

[4]Extra pay positions with additional building responsibilities will receive five (5) points per additional elementary building.

[5]The IEP count is based upon the previous year's December 1 count. These positions are funded by Special Education and are not included in the point pool.

Appendix D

Contractual High School Extra Duty Assignments

Referenced on Page 25 of the Agreement

Basketball – Head Coach, Boys and Girls
Football – Head Coach
Gymnastics – Head Coach
Track – Head Coach, Boys and Girls
Wrestling – Head Coach
Volleyball – Head Coach
Cross Country – Head Coach
Drama – Drama Artistic Director
Music – Orchestra Director, Band Director, Vocal director
Forensics – Debate
Publications – Newspaper Advisor, Annual Advisor

Appendix E

Memoranda of Understanding

1. District Evaluation Committee

The District and the Association agree to reconvene the District Evaluation Committee no later than January 1, 2004, to review the Evaluation Handbook for Professional Staff and make a report to the Superintendent and the Association President by April 1, 2004.

2. District Meetings

The Superintendent will write a memo to district administrators reminding them to follow the language specified in Article V, Section D, concerning meetings. All District meetings must be purposeful and concise.

3. District Nursing Review

The District will conduct a follow-up study of nurse workload and staffing and will review the status of compliance issues for required services. The District shall report to the Superintendent and the Association President by April 1, 2004.

4. Graduate Credits and Graduate Programs

The District and the Association agree that employees hired prior to September 1, 2003, who are enrolled in a graduate degree program prior to that date, and whose program is not complete prior to that date, shall have their credits and/or graduate program honored by the District even if the courses and/or program would not be recognized by the District for lane change credit after September 1, 2003. Demonstration of enrollment must be one of the following:

- Cancelled check showing payment for courses prior to September 1, 2003; or
- Letter/document from the college or university showing that the course or program was registered for prior to September 1, 2003 and was started prior to October 1, 2003.

5. Extended School Year Model

Teachers in the Title I extended school year model are covered by the provisions of this contract for working conditions, salary and benefits. Those portions of the contract that are based upon the length of the work day will be implemented proportionately to the time worked. For example, sick leave earned during the extended year portion of the contract will be prorated based upon the hours worked per day and the number of days in the school year.

If schools are added during the terms of this contract, teachers in those added schools will be given the opportunity to transfer to another school according to the voluntary transfer procedures.

6. Pre-K – 12 Off Step Salary Stipends

Those teachers who are off schedule will receive a one percent (1%) pay increase for the 1999-2000 school year only. This will be a one-time increase on their 1998-99 salary plus stipend. The new resulting salary (which is their 1998-99 salary plus stipend multiplied by 1.01) will be for five (5) years or until the salary schedule matches or exceeds their salary. If the schedule has not matched or exceeded their salary within five (5) years, they will receive an additional one percent (1%) on their salary. This expires at the end of the 2003-04 school year.

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