

**2015-2016  
NEGOTIATED AGREEMENT**

**TEA AREA SCHOOL DISTRICT #41-5**

**and**

**TEA EDUCATION ASSOCIATION**



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**Article I**  
**Negotiated Agreement**

The terms and conditions set forth in this agreement represent the full and complete understanding on all items negotiated. If any item, section or clause of this agreement is held to be invalid by operation of the law the remainder of agreements shall remain in full force and effect from the effective date of September 1, 2015 – August 31, 2016.

If a successor agreement has not been reached by such date, the parties agree that the terms and conditions of employment as represented herein shall continue in effect until the adoption of a successor agreement or until the completion of impasse procedure according of SDCL 3-18-8.1 and 3-18-8.2.

\_\_\_\_\_  
Tea Education Association/Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tea Area Board of Education, President

\_\_\_\_\_  
Date

**Article II**  
**Statement of Recognition**

The Tea Area School District 41-5 Board of Education recognizes the Tea Education Association/SDEA/NEA as the exclusive representative of all certified staff for the purpose of meeting and negotiating with respect to grievance procedures, rates of pay, wages and hours of employment and other conditions of employment pursuant to South Dakota Codified Law (SDCL) 3-18.

**Article III**

**A. Specific Teacher Contracts**

The school board shall issue teacher contracts, which specify exactly what grades or what subject area each teacher is required to teach.

1. A separate contract will be issued for each extra-curricular duty the teacher is expected to teach/coach.
2. When an emergency arises, the administration and board shall have the power to make necessary adjustments in assignments, providing the teacher is informed at the earliest possible date.
  - a. An emergency is defined as a sharp change in class size, tragedy to an instructor occurs or some completely unexpected situation occurs which causes a readjustment in classes. This situation can be declared if there is a teacher resignation after contracts have been signed.
  - b. Possible activity assignments shall be indicated on a separate contract. Assignments will be considered final when and only when all positions have been filled.
3. Liquidated damages will be assessed in the following amounts for termination of contract:

<b>Date</b>	<b>Current Employee Liquidated Damages</b>
After April 15 <sup>th</sup> or at the conclusion of Negotiations whichever is later	\$500.00
After June 1 <sup>st</sup>	\$1,000.00
After July 1 <sup>st</sup>	\$1,500.00
After August 1 <sup>st</sup>	\$2,000.00
During School Year	\$2,500.00

<b>Date</b>	<b>New Hire Liquidated Damages</b>
Upon signing contract	\$1,000.00
After July 1 <sup>st</sup>	\$2,000.00
During School Year	\$2,500.00

If the certified staff member terminates his/her contract and the district has paid for summer training; the certified staff member will be responsible for reimbursing the district for the cost of the training and any wages paid by the district in association with said training.

## **B. Summer Contracts**

Compensation for certified staff hired to fulfill summer duties will be paid at a per diem rate. Existing program activities currently contracted on a yearly and/or school year basis are not included in the compensation for summer employment.

Staff members who are required by administration to work during the summer on duties substantially equivalent to their school year duties will be issued summer contracts (i.e. ESY, counselors, etc.). The specific number of days must be stated on the contract. The schedule of days to be worked will be provided to and approved by the superintendent. Compensation will be paid at a per diem rate. Existing program activities currently contracted on a yearly and/or school year basis are not included in the compensation for summer employment.

## **C. Extended Contract**

Contracts for teaching beyond 181 days will be determined by the following formula: salary divided by 181 days multiplied by the durations of contract in days = extended contract salary.

## **Article IV Association Rights**

- A.** The Tea Education Association (T.E.A.) shall be granted one (1) hour of time during the August staff in-service meeting and one (1) hour of time during the January or February in-service (provided one is held). The Superintendent shall schedule the time.
- B.** The T.E.A. may use district facilities and equipment when approved by the Superintendent.
- C.** A copy of the Negotiated Agreement in PDF format will be sent to the president of T.E.A.

## **Article V Teacher Work Day**

### **A. Teacher Work Day**

1. Certified staff will have the option to choose one of the following work schedules – 7:40am to 3:40pm or 8:00am to 4:00pm. The certified staff member will complete and sign a form at the fall in-service meeting declaring which option they will follow for the school year. Certified staff will be available for meetings (IEP, staff meetings, professional development) before and after school from 7:30am to 4:00pm regardless of the work schedule chosen and without additional cost to the district.
2. Special activities requiring additional time shall not be included or considered part of A above, but shall be in addition to the minimum day as set out above.
3. Adjustments are at the discretion of the superintendent.
4. On days preceding a non-work day, teachers may leave at 3:40pm regardless of which work schedule is chosen. Teachers will be required to stay on these days if the superintendent finds it necessary.

- B. Lunch Duty.** Certified teachers will be on a daily or weekly lunch duty rotation set at the discretion of the administration. On the days or weeks that certified teachers do not have lunch duty, the certified teachers will have duty free lunch.

- C. Noon Recess Duty.** Certified teachers will be on a daily or weekly noon recess rotation set at the discretion of the administration.
- D. Deviation of Teacher Workday.** In the event that a teacher has an appointment that cannot be scheduled outside school hours, the teacher may sign out of her/his respective building no earlier than when the individual's student responsibilities end. The teacher shall make up the time prior to the appointment or within one week.
- E. Study Committee and Curriculum Work.** Teachers serving outside the duty day on District-level study committees, curriculum review committees or groups revising and/or writing curriculum materials shall be paid \$20.00/hour in increments of no less than 15 minutes. Committee members will be paid upon successful completion of the project as approved by the administration. Weekly staff meetings are not to be included.
- F. Meetings/Activities beyond School Day.** When a teacher participates in a meeting or activity outside the duty day at the request of the principal or District administrator, the teacher shall be paid \$20.00/hour in increments of no less than 15 minutes. Payment for all meetings/activities beyond the school day shall be made in the last payroll of the month upon submission of a voucher authorized by the supervising administrator received in the business office by the 10<sup>th</sup> day of the month following the month that the meeting/activity was completed (example: voucher for meeting completed on September 18<sup>th</sup> is due in the business office not later than October 10<sup>th</sup> to be paid at the end of October.)
- G. In-District Travel Time Allotment.** Certified staff who have teaching assignments that require travel between the City of Tea and Frontier Elementary School during the school day will be allowed a thirty minute travel block. This travel block will be made a part of the staff member's schedule and will not be considered part of the lunch or prep period.
- H. In-District Travel Reimbursement.** Certified staff who have teaching assignments that require travel between the City of Tea and Frontier Elementary School during the school day will be compensated at the rate of \$2.50 per trip. Reimbursement requests must be submitted to the supervising administrator at the completion of each semester and will be paid during the next qualifying extra duty payroll.

## **Article VI**

### **A. Salary Placement**

All full time certified staff will receive a 4% pay increase added to their base or placement on the hiring schedule, whichever is greater. This increase does not include horizontal growth. Part-time staff salary will be prorated and employees who are paid or offered additional hard to hire compensation will continue to be \$2,000 above the base.

The Board shall use the hiring schedule when placing new staff in the district. No teachers new to the TASD will be placed at a step higher than a present teacher with equal experience and education. All teaching experience must be from a fully accredited school and the experience must have been obtained after the person obtained his/her Bachelor's Degree for teaching.

Contract Days: Certified staff teachers who were employed during the 2014-2015 school year - contract for the 2015-2016 school year shall be for 181 days, consisting of in-service days, parent/teacher conference days, and 173 student contact days. Certified staff teachers who are new to the district – contract for 2015-2016 school year shall be for 184 days, which shall be new hire orientation, in-service days, parent/teacher conference days, and 173 student contact days.



New Hire In-Service Days – New certified staff who are required to attend an additional three days of extra contract/in-service will be compensated for each day with an additional sick day added to their bank.

Certified teachers may elect to have Association dues payroll deducted. Notification for deduction must be made by September 15<sup>th</sup> of each year to the Business Office or within fifteen (15) days of their first day of employment.

All certified teachers will be paid over a twelve (12) month period on the 15<sup>th</sup> day of the month and the last day of the month. In the event that payday falls on a weekend or holiday, payroll will be issued on the workday preceding the weekend or holiday.

If the Board of Education is unable to fill a hard to hire vacant position, the Board of Education reserves the right to hire a new teacher by offering an additional \$2000 above his/her step level for teachers coming in, after notification to the T.E.A.

After the retiring staff member complies with all procedures set forth by the State of South Dakota and the South Dakota Retirement System, the retiring staff member must reapply for the desired position. The retiring staff member shall start at the base salary with all the benefits of a first year teacher.

If the staff member is rehired, he/she shall start at the base salary plus their educational lane up through BA+24 with all the benefits of a first year teacher.

Advanced Degree Incentive: For all employees hired after July 1, 2010, all BA lanes will have a salary cap of current base salary plus lane movement multiplied by 1.3. (Example: base salary for BA step 1 is \$30,000.  $\$30,000 \times 1.3 = \$39,000$ . The cap for that lane & step will be \$39,000.)

**B. Hiring Schedule**

Step	BA	BA+12	BA+24	MA	MA+12	MA+24	Specialist
1	34,750	34,900	35,050	36,700	37,300	37,900	40,400
2	34,825	34,975	35,125	37,100	37,700	38,300	40,800
3	34,900	35,050	35,200	37,500	38,100	38,700	41,200
4	34,975	35,200	35,400	37,900	38,500	39,100	41,600
5	35,050	35,300	35,800	38,300	38,900	39,500	42,000
6	35,200	35,700	36,200	38,700	39,300	39,900	42,400
7	35,600	36,100	36,600	39,100	39,700	40,300	42,800
8	36,000	36,500	37,000	39,500	40,100	40,700	43,200
9	36,400	36,900	37,400	39,900	40,500	41,100	43,600
10	36,800	37,300	37,800	40,300	40,900	41,500	44,000

**C. Activity/Coaching Pay**

Activity/coaching contracts over \$750 will be paid over 12 months on the same payment schedule as the staff member’s employment contract. Activity/coaching pay will be issued by payroll electronic funds transfer (EFT) as part of the staff member’s regular payroll. Lay individuals will be paid at the completion of the activity/coaching assignment upon presentation of a voucher.

Payment for activity/coaching pay under \$750 shall be paid upon completion of the activity during the next scheduled extra duty payroll (end of the month) upon submission of a completed payment

voucher authorized by the Activities Director by the 10<sup>th</sup> of the month. Late submissions may be withheld by the district until the next scheduled extra duty payroll.

If a teacher who is receiving compensation for an extracurricular coach or advisor position misses fourteen (14) consecutive days of practice/coaching/extra duty responsibilities, the teacher will be placed on leave without pay for the extracurricular position. The teacher will be compensated for the time spent from the start of the extracurricular position during the course of the school year or activity season to the start of the leave of absence. Upon return, the teacher will be compensated for the extracurricular duty 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 rate of pay commensurate with their experience in the district.

	Annual Increase	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Tier 1 – 100%	84	2946	3031	3117	3203	3288	3374	3460	3546	3631	3717
Head Boys Basketball											
Head Football											
Head Girls Basketball											
Head Wrestling											
Summer Band Lessons											
Instrumental Music											
Head Volleyball											
Head Boys Soccer											
Head Girls Soccer											
Tier 2 – 90%	76	2651	2729	2806	2884	2961	3039	3116	3194	3271	3349
Head Boys Track											
Head Girls Track											
Oral Interp & NFL											
Vocal Music											
Yearbook											
Tier 3 – 80%	67	2356	2425	2493	2561	2630	2698	2766	2835	2903	2971
FCCLA											
Varsity Asst. Boys Basketball											
Varsity Asst. Football											
Varsity Asst. Wrestling											
Varsity Asst. Girls Basketball											
Varsity Asst. Volleyball											
Head Cross Country											
Head Girls Golf											
Head Boys Golf											
Tier 4 – 70%	59	2061	2122	2182	2242	2302	2362	2423	2483	2543	2603
Varsity Asst. Girls Track											
Varsity Asst. Boys Track											
Debate											
Carl Perkins											
Freshman Boys Basketball											
Freshman Girls Basketball											
Freshman Wrestling											
Freshman Football											
Freshman Volleyball											
Tier 5 – 60%	50	1768	1819	1870	1921	1972	2023	2074	2125	2176	2227
Spring Play (Musical)											
MS Football											

MS Boys Basketball												
MS Girls Basketball												
MS Wrestling												
MS Drama												
Competitive Cheer												
Competitive Dance												
Newspaper												
Freshman Boys Track												
Freshman Girls Track												
MS Volleyball												
Varsity Asst. Golf												
Varsity Asst. Cross Country												
Concessions Manager												
Tier 6 – 50%	42	1473	1516	1559	1601	1644	1687	1730	1773	1816	1858	
MS Track												
Freshman Golf												
Tier 7 – 40%	34	1178	1213	1247	1282	1317	1352	1386	1421	1456	1490	
7 <sup>th</sup> -8 <sup>th</sup> Grade Instrumental												
BBB Cheer Coach												
GBB Cheer Coach												
Football Cheer Coach												
High School Student Council												
One Act Play												
5 <sup>th</sup> -6 <sup>th</sup> Instrumental												
Lego League												
Tier 8 – 30%	25	883	909	934	960	989	1011	1036	1062	1087	1113	
Asst. Drama Director												
MS Oral Interp												
MS Vocal												
HS Quiz Bowl												
MS Asst. Drama (Musical)												
Asst. MS/HS Band												
Tier 9 – 20%	17	590	607	624	642	659	676	694	711	728	746	
Math Counts												
MS Student Council												
MS Quiz Bowl												
Elementary Music												
Senior Class Advisor												
Tier 10 – 10%	8	295	303	311	319	327	336	344	352	360	368	
Art Club												
National Honor Society												
SADD												
Junior Class Advisor												
Magazine Chair												
Prom Chair												
Homecoming Parade Advisor												
Wellness Committee Chairperson												

\*Extra duties related to HS instrumental include but are not limited to the following: pep band, marching band (required to march during Homecoming and Teapot Days parades as well as selected competitions); jazz band; drum line; concerts; contests; All-State Band; All-State Orchestra.\*\*Extra Duties related to HS Vocal include but are not limited to the following: concerts; contests; All-State Chorus; Honors Choir.

#### **D. Extra Duty Pay**

Payment for all hourly duties including night duties on the Extra Duty Pay Schedule and class covers shall be made in the last payroll of the month upon submission of a voucher authorized by Activities Director or administrator received in the business office by the 10<sup>th</sup> day of the month

following the month that the extra duty was completed (example: voucher completed on September 18<sup>th</sup> is due in the business office no later than October 10<sup>th</sup>). Extra duty completed for athletic contests (tickets, bookkeeper, clock, announcer, crowd control, referee, etc.) will be submitted by the 10<sup>th</sup> day of the month following the completion of the season by the Activities Director. Payment for those duties will be issued in the next end of the month payroll.

Accumulated extra duty pay will be issued by payroll electronic funds transfer (EFT), but invoiced separately from regular payroll, on the last pay period of the month indicated in the previous paragraph. Extra duty pay requests must be authorized by the supervising administrator and be received in the business office no later than the 10<sup>th</sup> of the month. Late submissions may be withheld by the district until the next scheduled extra duty pay period.

<b>Football Ticket Taker / Seller</b>	\$30 per night/event
<b>Ticket Taker / Seller (All other events)</b>	\$40 per night/event
<b>Helping at track/cross country meets</b>	\$20 per night/event
<b>Clock/Shot Clock Keeper (A and/or B events)</b>	\$20 per game
<b>Clock /Shot Clock Keeper (Varsity Tournaments &amp; Post Season Games )</b>	\$30 per game
<b>Football Scoreboard Setup/Operation</b>	\$30 per game
<b>Clock Keeper (MS events)</b>	\$15 per night/event
<b>Bookkeeper (Basketball, Soccer and Volleyball)</b>	\$20 per night/event
<b>Open Gym/Weight Room Supervision</b>	\$10 per hour
<b>Crowd Control</b>	\$30 per night/event
<b>Referee (JV &amp; "C" Games)</b>	\$30 per game
<b>Referee (MS Basketball &amp; Volleyball)</b>	\$25 per game/match
<b>Referee (MS Football)</b>	\$10 per half for extra periods \$30 per game \$15 per half for extra periods
<b>Line Judge (Varsity Volleyball)</b>	\$25 per match
<b>Line Judge (JV Volleyball)</b>	\$20 per match
<b>Announcer (Varsity Volleyball, Soccer &amp; Basketball)</b>	\$5 per game/match
<b>Announcer (Varsity Football)</b>	\$35 per game
<b>Track Starter (MS dual, tri, quad)</b>	\$75 per day
<b>Track Starter (MS 5 or more teams)</b>	\$100 per day
<b>Track Starter (Varsity dual, tri, quad)</b>	\$100 per day
<b>Track Starter (Varsity 5 or more teams)</b>	\$125 per day
<b>Track Clerk (Varsity dual, tri, quad)</b>	\$40 per day
<b>Track Clerk (Varsity 5 or more teams)</b>	\$50 per day
<b>Wrestling Scorer</b>	\$20 per dual \$40 per tri or quad \$75 per tourney (8+ teams)
<b>Wrestling Clock</b>	\$15 per dual \$30 per tri or quad \$60 per tourney (8+ teams)
<b>Wrestling Announcer</b>	\$5 per dual \$10 per tri or quad \$50 per tourney (8+ teams)
<b>Quiz Bowl Reader</b>	\$20 per night/event
<b>Chaperoning activity bus</b>	\$10 per trip
<b>Staff driving students to and from activities in school vehicle more than 20 miles away</b>	\$25 per trip

(An activity is defined as an event or practice that has been scheduled, and the student transportation has been coordinated and approved by the transportation director and activities director or other administrator.)

<b>Detention</b>	\$12 per hour
<b>Covering classes for absent teacher (1/4 hour increments)</b>	\$15 per hour
<b>Open House/Orientation</b>	\$25 per night
<b>Concert Supervision</b>	\$25 per night
<b>New Teacher Mentor (1 per person per year – assigned)</b>	\$250 per year
<b>DIAL Screening after school hours</b>	\$17 per hour
<b>Birth – three home care after school hours</b>	\$17 per hour
<b>Driver Education</b>	
Driving	\$120 per pupil
Classroom session (30 hrs. not to exceed 4 classes)	\$750 per class

**E. Horizontal Growth**

1. All college course work must contribute directly to the improvement of skills needed to perform the employee’s specific duties for the Tea Area School District 41-5.
2. All work must be taken at an accredited college or university.
3. Staff who anticipate horizontal movement must submit the completed request form to the District Office by March 1 of the year preceding movement. Complete transcripts of all credits earned must be filed by September 10 with the District office.
4. The superintendent must approve all courses used for horizontal movement in advance. Requests for approval must be made on forms provided by the district and must be submitted prior to registration for the course. The superintendent will act upon the requests within ten (10) calendar days of receipt. The superintendent may approve courses that are: 1) part of an approved graduate degree program, or 2) related to the teacher’s teaching or area of certification, or 3) that will directly benefit the district.
5. When staff’s salary is advanced, credit hours earned will be evaluated by the superintendent. Original placement will require that all hours beyond the BA be evaluated.
6. Graduate Hours – Hours over the BA or BS degree must on the graduate level and either in education or in the teacher’s teaching area. These hours are to be evaluated by the superintendent.

**Horizontal Growth:**

BA+12	\$ 500
BA+24	\$ 500
MA	\$ 2500
MA+12	\$ 600
MA+24	\$ 600
Specialist	\$ 2500

**F. Professional Dues**

The board agrees to pay up to \$50 toward professional membership dues for one organization per certified staff member. The district will reimburse the certified staff member after the teacher

submits documentation verifying the payment of dues. All requests must be approved by the building administrator or supervisor. Membership must be to a specific professional organization (Coaches Association, NCTM, SDCTM, SDCTE, NCTE, etc.). This is not for membership to general educational associations such as T.E.A., S.D.E.A., N.E.A., etc.

**G. Professional Growth/Educational Incentive-National Certification:**

The teacher must apply **IN ADVANCE** by no later than September 10 and establish written criteria as determined by the National Certification Board.

**As per SDCL 13-42-26 Certification by National Board for Professional Teaching Standards – Reimbursement for fees – Stipend for certified teachers – Adoption of rules.**

“The Department of Education and Cultural Affairs shall establish a program to reimburse public school teachers for the application and processing fee for the National Board for Professional Teaching Standards certification process. The reimbursement shall include any federal funds that may be available through a candidate subsidy program. The reimbursement shall be paid upon receipt of documentation that the teacher successfully completed all certification requirements and was awarded the credential.

In addition to the reimbursement provided pursuant to this section, a teacher who teaches in a public school and who has obtained certification by the National Board for Professional Teaching Standards shall receive a payment of two thousand dollars per year for five years. The stipend shall be paid as follows:

- (1) One thousand dollars from the Department of Education and Cultural Affairs as per state funding;
- (2) One thousand dollars from the school district where the teacher is employed.

Addendum I: Certified Staff Advancement for Salary Request Form

**H. Payment Options**

1. A certified teacher in the Tea Area School District will receive his/her contract wage in twenty-four (24) equal monthly installments. Installments will be paid in September through August, inclusively. Payroll deductions will be prorated based on twenty-four (24) installments.
2. A certified teacher who is employed after the start of the school year shall receive equal payments prorated from the first full month after employment has begun through August.
3. The district reserves the right to pay all compensation by electronic funds transfer. Employees need to ensure that accurate information is timely provided to the district on personal bank account information. The district is not responsible if the employee fails to provide information in time for financial transactions or provides inaccurate information.

**I. Insurance**

The Tea Area School District Board of Education will adopt a health insurance plan selected by the Tea Area Board of Education. All information relevant to benefits available is explained in the booklet provided to each certified employee.

1. Premium:

The District shall provide, for each full time certified employee, 97% of the value of a specified single health insurance premium toward the individual’s premium payment of the group health policy. The individual is responsible for the remaining 3%. The district’s share is not to exceed \$600. In addition, benefits shall not change during the current year unless by the mutual agreement of the Tea Area Board of Education and the Tea Education Association.

2. Annuities:

Tax sheltered annuities (TSA) or 403B plans will no longer be offered to any employee as of September 1, 2008. Current employees receiving the \$1200 stipend will continue to receive it unless their insurance election changes. The \$1200 will be split equally based on the number of pay periods elected by the employee and will be prorated for employees working less than full time.

**J. Dental Insurance**

The District contribution for Dental Insurance premium will be the cost of a single coverage premium.

**K. Fringe Benefits**

Fringe benefits (health insurance, dental insurance, tax-sheltered annuities) for an employee working part-time will be calculated on a pro-rated basis.

In the event that there are increases in medical premiums, said increases will be withheld from staff member paychecks as per policy with the June paycheck.

**L. Sick Leave**

1. Incoming certified employees shall be granted sick leave of fifteen (15) days, prorated according to length of time on the job, for their first year of teaching.
2. Returning certified employees shall be granted ten (10) additional days each year from the Tea Area School District to accumulate with any unused sick leave from previous years.
3. Sick leave can accumulate to a maximum of fifty (50) days.
4. At the completion of the school year, certified employees may submit a voucher to receive compensation of \$50 per day for each day accumulated over the fifty (50) day limit.
5. A certified employee may use accumulated sick leave for care of an ill family member. "Family" shall be defined as parent, child, stepchild, spouse, brother, sister, mother/father-in-laws, grandchild, grandparent, and/or any individual related by blood or affinity whose close association with the certified employee is the equivalent of a family relationship.
6. A certified employee's absence in excess of two (2) consecutive days will be credited as sick leave only upon the presentation of a physician's written statement, if requested by the administration, that the illness was of sufficient seriousness to prevent the certified employee from working and the period of time must be so specified.
7. In the event that a certified employee has used accumulated sick leave and is compelled, for health reasons, to miss work or be confined either at home or in the hospital for an extended time, a certified employee may request days from the sick leave assistance program, provided the certified employee has contributed to said program in the school year the leave is being requested.
8. In those circumstances in which a certified employee has an unanticipated family emergency for which there is no other available leave, the certified employee may submit a request to the Superintendent for up to two days of unused sick leave for such emergency. In considering the request, the Superintendent shall consider factors including but not limited to the availability of other paid or unpaid leave, the severity of the emergency, whether the need for leave was foreseeable, and the needs of the District; however, the approval of such request shall be in the sole discretion of the Superintendent.

After a certified employee has been granted leave for the number of days allowed for sick leave under the sick leave provisions in the schedule, deductions will be made from the certified employee's salary for each day of absence due to illness or other granted leave. The amount of the deduction will be determined by dividing the contract salary by the number of contracted days of the certified employee.

### **M. Unused Sick Leave Payment**

Certified staff shall be granted a \$75 bonus if none of their available sick leave is used by the end of the school year. The one (1) day contributed to the sick leave assistance program shall not be counted as a sick day used for the purpose of payment under this section.

A voucher for payment must be submitted to the business office prior to June 5<sup>th</sup> for payment in the June extra duty payroll. Requests for unused sick leave payments submitted later than June 30<sup>th</sup> will not be honored.

### **N. Sick Leave Assistance Program**

1. A Sick Leave Assistance Program (Program) shall be established which contains days contributed by a certified teacher of District #41-5 represented by the T.E.A. All certified teachers working more than twenty (20) hours per week and who contribute to the Program are eligible to participate.
2. To be eligible to participate in the Program, participants must comply with the following additional requirements:
  - a. All new or first year employees (who have never contributed before) that are eligible to use the Sick Leave Assistance Bank must contribute one day in order to be eligible for the bank. All other employees must contribute one sick day per year into the bank as per 2e.
  - b. A participant must have used at least ten (10) days of paid and/or unpaid leave during the school year before receiving leave assistance.
  - c. A sick leave assistance contribution form will be filled out and returned to the business manager by September 10<sup>th</sup> of each year by each new employee (see 2a) or by all other staff when a contribution is necessary (see 2e below). Employees may voluntarily contribute one or more days to the bank on years that they otherwise would not be required to do so.
  - d. Certified teachers in the system must contribute during the enrollment period which is the first 30 calendar days of teachers employment in each school year in order to be eligible to participate in the program.
  - e. If at the end of the school year the total number of contributed days in the bank falls below five hundred (500) days, the following school year will be a contribution year and any participant who wishes to remain eligible for the sick bank must contribute at least one day.
3. This bank is for the protection of individual participating teachers during a serious health condition. The teacher may use the sick bank for a family member defined as:
  - Spouse, and parents thereof;
  - Children, included adopted children, and spouses thereof;
  - Parents;
  - Brother and sister thereof;
  - Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

The eligible teacher may request days from the bank not to exceed forty (40) days in one school year. Unused days granted under the sick leave assistance program in a given year shall revert back to the Program.

4. After exhausting available leave under the Parental Leave Policy, sick leave assistance may be used for maternity leave resulting from complications of pregnancy (i.e. caesarian section) if a doctor certifies the staff member is to remain off work due to a serious health condition.
5. The application for sick leave assistance will be submitted to the business office, which will review the application to ensure that it meets the criteria for the Sick Leave Assistance Bank. If the application is deemed to not meet the criteria, the Superintendent will notify the applicant and the TEA President (or other TEA leadership) as to the reason(s) that the application was not accepted or is incomplete. If an application is not accepted or is incomplete, the individual



may resubmit a request for consideration within thirty (30) calendar days if pertinent additional information is provided for administration to consider. An eligible application will be forwarded to the sick leave assistance committee. The Sick Leave Program Committee shall be composed of three members appointed by the T.E.A., and one administrator appointed by the Superintendent. The committee shall review applications for sick leave assistance. The Committee must have a written statement from the applicant's doctor stating the medical need and the date the certified teacher may return to work. The committee shall meet to consider the requested leave and inform all appropriate parties of its decision in writing.

6. The application should be prepared in quadruple – one copy for the building administrator, one copy for the T.E.A., one copy for the individual requesting sick leave assistance and one copy to the business office.
7. The maximum number of days to be used from the assistance program by all members shall not exceed a total of 200 days per year. Distribution of days shall be determined by the timeliness of the application, by who applies first as determined by the Committee and the receipt of the application by the business manager.
8. The term *serious health condition* has the same meaning as used in the Family and Medical Leave Act of 1993 (FMLA) except in #4 above (complications of pregnancy). That definition includes such conditions as cancer, heart attacks, strokes, severe injuries, or Alzheimer's Disease. The term *serious health condition* is not intended to cover short-term conditions for which treatment and recovery are very brief. The common cold, influenza, earaches, upset stomach, headaches (other than migraines), routine dental or orthodontia problems, etc., are not serious health conditions unless complications arise. For example, for most individuals who contracted H1N1, this influenza did not rise to the level of a serious health condition. The agency may require medical certification of a serious health condition. The minimum number of hours that may be granted is twenty-four (24).

(Sample)

I, \_\_\_(Certified Teacher)\_\_\_\_\_ would like to contribute \_\_\_(nbr.)\_\_\_\_\_ days toward Sick Leave Assistance Program.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**O. Federal Family Medical Leave Act**

The Tea Area School District #41-5 shall abide by and comply with all applicable provisions of the Federal Family Medical Leave Act and amendments thereto and provide said benefits to the certified staff. The district administrative offices shall maintain and distribute, upon written request, the current regulations as instituted by federal statute(s).

**P. Parental Leave**

Parental leave shall be available to teachers before and after adoption or childbirth for up to six (6) weeks. Parental leave shall be taken from available accrued sick leave. If possible, the teacher should notify the principal at least two (2) weeks in advance of parental leave absence. If more than six (6) weeks leave is medically necessary, a physician's certificate shall be forwarded to the Superintendent for extension of sick benefits according to the recommendation of the physician. If the leave occurs within a contract year, the teacher's assignment shall be retained. The district will authorize additional unpaid leave in accordance with the district approved FMLA policy.

### **Q. *Personal Leave***

The Tea Area School District #41-5 shall provide two (2) days of Personal leave subject to the following conditions:

1. Granted upon approval of the administration for requests made ten (10) calendar days in advance.
2. Will not be granted if ten (10) or more staff members requiring substitutes are gone on any one day.
3. Personal leave may be used to extend a vacation of holiday period.
4. Personal leave may not be used during the first or last week of the school year.
5. Exceptions may be granted by the superintendent.
6. One personal day may be carried over to the next school year. Personal leave can accumulate to a maximum of three (3) school days per year.

### **R. *Leave Without Pay***

The Tea Area School District #41-5 Board of Education may provide up to three (3) days leave without pay for the following conditions:

1. Leave shall not be accumulative.
2. Leave without pay may be used for unforeseen circumstances.
3. Leave without pay may not be used to extend a vacation of holiday period. Exceptions may be granted at the discretion of the superintendent.
4. Leave without pay may not be used during the first or last week of the school year.
5. Leave without pay may not be used before or instead of sick or personal days.

### **S. *Professional Leave***

Each certified teacher is entitled to professional leave subject to their immediate supervisor's approval, who will then forward to the superintendent for approval. Professional leave requests must be made five (5) calendar days in advance and leave is not accumulative.

### **T. *Sabbatical Leave***

Unpaid sabbatical leave shall be granted to a certified teacher, after their fourth (4<sup>th</sup>) consecutive contract in the district, to further education. The certified teacher would return to the certified teacher's former teaching position, taking up vertically on the salary level where the teacher left off, but allowing horizontal movement. The certified teacher shall continue to be under group insurance coverage subject to full payment of monthly premiums during the leave by the certified teacher. This leave shall be granted in increments of one year or could be a short-term leave varying from four (4) to nine (9) weeks. The one (1) year increment and the short-term increment could each be used once in a ten-year (10) period. If a short-term sabbatical is requested, then approval is contingent upon obtaining a qualified replacement for the duration of the sabbatical.

### **U. *Bereavement Leave***

1. Five (5) days shall be allowed, per occurrence, in the teacher's family to be defined as a parent, child, wife, husband, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandchild, grandparent, and/or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
2. Leave for a maximum of three (3) days per work year shall be allowed to attend the funeral of other persons close to the teacher.

### **V. *Legislative Leave of Absence***

The board shall grant a leave of absence, without pay, to any certified teacher who is elected to state legislature. This shall be effective for all workdays that the state legislature is in session.

Lobbying efforts: No more than three (3) certified teachers district-wide will be allowed to take leave on any one day subject to classroom substitutes available. A maximum of twenty (20) teacher days will be allowed for lobbying efforts. Any one teacher will be limited to one (1) day leave per year for lobbying efforts.

**W. Association Leave**

The district will grant up to a total of six (6) days for association leave for officers to use for association business if classroom substitutes are available. The leave may be taken in increments of not less than one-half (1/2) day. The leave is not accumulative. A written request must be submitted to the superintendent for approval five (5) calendar days in advance.

**X. Civic Leave**

A certified teacher may be excused for civic responsibilities in which the teacher has leadership responsibilities. A written request must be submitted to the superintendent for approval five (5) calendar days in advance. Not over two (2) days shall be granted to any teacher for this purpose in any year. These days are not accumulative.

**Y. Jury Duty**

Certified teachers may serve on jury duty and the deduction for his/her absence shall be the amount of the fee received for the jury duty, or the employee may submit the jury reimbursement to the District and no deduction shall be made from the employee's salary.

**Z. District Committees**

Certified teachers who serve on district committees shall be allowed to leave at the close of the student day on the days the committee is meeting.

**AA. Complimentary Activity Pass**

One complimentary staff activity pass will be issued per family to all certified staff members. This pass would allow admission to the staff member, their spouse, and K-12 children (custodial or non-custodial). The district will provide ticket takers with a list of staff members and eligible family members, which will enable family members to gain admittance upon request (and proving identity to the ticket taker, if necessary). The certified staff member will be responsible for ensuring that the district activities director has an accurate listing of eligible family.

**AB. State Activity Leave**

A certified teacher may request eight (8) hours tournament leave per year for attendance at state events, (i.e. chorus, band, volleyball, basketball, football, track, cross country, etc.) in which a Tea Area School District student family member is participating and the event is sponsored by the South Dakota High School Activities Association. Activity leave may be granted by the superintendent at his discretion in such or similar circumstances.

**AC. Transitional Return to Work**

The Tea Area School District is committed to assisting employees injured on the job to return to productive employ as soon as possible. The administration and employee's medical professional shall develop guidelines that will determine appropriate job duties and schedules for injured employees. Human Resources will be responsible for communications with the injured employee concerning their job assignments. Human Resources in coordination with the employee's supervisor will manage the transitional duty program. The employee's ability to return to work in any capacity will be monitored by the attending physician and the worker's compensation insurance company handling the claim. The failure of the injured employee to follow all stipulations of the transitional duty program may cause the removal of that employee from the program and affect worker's compensation benefits.

**Article VII**  
**Grievance Procedure**

**1. DEFINITION**

The word “grievance” as used in the Agreement shall mean a complaint by a certified teacher, group of certified teachers or the Association based upon an alleged violation, misinterpretation or inequitable application of any existing agreements, contracts, policies, rules or regulations of the Tea Area School District.

The term “certified teacher” is to mean any certified professional employee not classified as administrative personnel.

**2. PRINCIPLES**

- a. 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 certified teachers.
- b. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure
- c. Nothing herein contained shall be construed as limiting the right of a certified teacher having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the association at any time.
- d. Any certified teacher or group of certified teachers has the right at any time to present any grievance to such persons or board through such channels as are hereby designated for that purpose.
- e. All written and printed matter dealing with the processing of a grievance will be filed separately from the personnel files of the certified teacher and shall not be used in any evaluation or disciplinary action.

**3. INFORMAL LEVEL**

Whenever any certified teacher(s) has a grievance, the certified teacher or certified teachers) shall meet on an informal basis with the principal, administrator or supervisor to whom the certified teacher (or certified teachers is directly responsible within thirty (30) calendar days after the employees, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance.

**4. FORMAL LEVEL**

- a. **IMMEDIATE SUPERVISOR.** If the grievance remains unresolved at the informal level, the grievant/association may present the grievance within thirty (30) calendar days to the immediate supervisor in writing. The immediate supervisor shall set a meeting date as soon as possible, but in any event, no later than ten (10) working days after the grievance has been filed. Within ten (10) working days after the meeting, the immediate supervisor shall serve a written decision and the reasons therefore upon the party and parties involved and the association.
- b. **SUPERINTENDENT OF SCHOOLS.** If the grievance is not resolved by the immediate supervisor, the grievant may refer the grievance to the superintendent within ten (10) working days of the immediate supervisor’s written disposition of the grievance. The superintendent shall arrange with the grievant for a meeting to take place as soon as possible, but not later

than ten (10) working days after receipt of said disposition. Within ten (10) working days) after the meeting, the grievant/association shall be provided with the superintendent's written response, including the reasons for the decision.

- c. SCHOOL BOARD. Within ten (10) working days after receipt of the above disposition, the grievant may, if the grievance remains unresolved, appeal to the school board. The board shall hold a formal hearing within fifteen (15) working\_days\_and service a written disposition of the matter on the party or parties and the T.E.A. within fifteen (15) working days after the hearing.
- d. DIVISION OF LABOR AND MANAGEMENT RELATIONS. The grievant may, if the grievance remains unresolved after the board hearing, appeal in writing on forms prescribed by the division, and the division shall conduct a formal hearing and issue a binding order covering the points raised. The appeal to the State Department of Labor must be filed within thirty (30) working days of the date of the written board decision.

## 5. TIME LIMITS

- a. Since it is important the grievances be processed as rapidly as possible, the number of working days indicated at each level should be considered at maximum, and every effort should be made to expedite the process. The time limits specified may, be extended by mutual written agreement.
- b. In the event a grievance is filed at such a time that it cannot be processed by the end of the school year, the time limits set forth herein may be reduced by mutual agreement, so that the grievance procedure may e completed prior to the end of the school year or as soon thereafter as is practical.
- c. Unless mutually agreed, if the certified teacher fails to appeal within the time limits established, the grievance shall be considered void. Likewise, if the employer fails to respond within the time limits, the grievance shall be considered resolved based upon the requested remedy.

## 6. CLASS GRIEVANCE

Class grievance involving one or more certified teachers or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association as provided in the FORMAT LEVEL of this article.

## 7. REPRESENTATION

Nothing in the Negotiated Agreement shall deny or restrict the grievant the right to have grievances adjusted with or without the involvement of the T.E.A. at all levels provided that the adjustment of the grievance is not inconsistent with this Negotiated Agreement and provided the T.E.A. representative has been given an opportunity to be present at all levels, if requested by the grievant or the T.E.A.

## 8. GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent.

## 9. DAYS DEFINED

The terms "days" when used in this Article shall mean calendar days except for Saturdays, Sundays, legal holidays and vacation days. Summer break is not considered vacation days.

## 10. WAIVER OF STEPS

In the event the requested remedy is beyond the power of the immediate supervisor to grant, the grievance may be filed initially with the superintendent as provided in FORMAL LEVEL B of this Article.

## **Article VIII**

### **A. Professional Transfer Policy**

1. The superintendent shall post in all schools, in the office and on the website, a list of all existing school vacancies within five (5) calendar days prior to being advertised to outside candidates.
2. A certified teacher who desires a transfer to the positions available should submit a written request to the superintendent of schools.
3. Criteria for approval of a certified teacher transfer request will be made upon the best interests of the school district as determined by the superintendent. Overall district seniority will be considered.

### **B. Involuntary Transfer/Reassignment Policy**

1. In the determination of involuntary transfers and reassignments, the following criteria shall be considered:
  - a. Volunteers shall be considered for all positions where involuntary transfers might be made.
  - b. Individual qualifications and experience.
2. An involuntary transfer or reassignment shall be made only after a meeting between the certified teacher and the principal(s) involved. At this meeting the certified teacher shall be notified of the reason or reasons for the transfer or reassignments.
3. If, at this meeting, the certified teacher objects to the transfer or reassignment, the certified teacher may appeal in writing to the superintendent.
4. The superintendent or the superintendent's designated representative shall meet with the certified teacher to discuss an appeal to an involuntary transfer or reassignment. At the certified teacher's option, a representative of the association may be present at this meeting.
5. Certified teachers being involuntarily transferred or reassigned because of the realignment or redistribution of the school populations shall have preference over teachers seeking voluntary transfers or reassignments in regard to choice among those positions, which are vacant.

## **Article IX**

### **Tea Area District Evaluation of Teacher Performance**

#### **A. Purposes**

The Tea Area Board of Education has the responsibility for establishing the professional duties and responsibilities of employees. The Board receives guidance in this responsibility from South Dakota law, rules and regulations of the South Dakota State Department of Education, educator training institutions, educational administrators, and professional literature. However, it is the Board's sole responsibility and prerogative, with the legal limits established by State law, to determine the duties and responsibilities of employees.

It can be expected that the professional duties and responsibilities of employees, for which they are held accountable through an identified process of supervision and evaluation, will change over time. Such changes may result from changes in law, changes in rules and regulations established by the State Board of Education, development of new educational techniques, development of new instructional equipment, or changes in the educational philosophy adapted by the Board. This implies that changes in knowledge, skills, and attitudes of employees will be necessary over time. This is called professional growth of employees.

The Educator Performance process is to promote professional growth in major areas of responsibilities and duties. Responsibilities and duties are defined in a list of criteria. The criteria were selected to relate to high priority needs and goals of the school district. Data collection

procedures and standards of performance are established for each criterion. The emphasis is on gathering valid and reliable data to make an assessment of strengths and weaknesses of the complete performance of the employee.

Throughout the school year, staff development activities are conducted both in the school district and through individual efforts of the staff. College courses, seminars, workshops and conferences are means by which instructional skills are enhanced. It is expected that certified and classified staff will be lifelong learners.

## **B. Philosophy of Educator Evaluations**

Educator evaluation is a key element in improving the quality of education within the school system. It is the goal of the Tea Area School District to have an open systematic and effective evaluation tool. The evaluation process should be periodically updated and improved. The Tea Area School District recognizes the following basic purposes of educator evaluation:

We believe that the evaluation process should:

1. Recognize there is no single model educator;
2. Focus on improvement, self-discipline, personal and professional growth;
3. Identify individual in-service needs;
4. Deal effectively with marginal and unsatisfactory performance;
5. Be a collaborative effort between educator and evaluator;
6. Provide due process; and
7. Recognize contributions and excellence.

## **C. Areas of Evaluation**

Classroom teachers and other teaching specialists employed by the school district shall be evaluated on Charlotte Danielson's four domains within the Framework for Teaching:

- a. Domain 1: Planning and Preparation
- b. Domain 2: The Classroom Environment
- c. Domain 3: Instruction
- d. Domain 4: Professional Responsibilities

## **D. Conduct of Evaluations for Employment Recommendations**

1. The areas of evaluation must be stated in writing
2. Prior to the evaluation period, the evaluatee shall be informed of the evaluation procedure, and shall be informed of the person or persons who will conduct the evaluation.
3. The formal evaluation must be in writing and must be signed by the evaluator and the evaluatee. The signature of the evaluatee does not denote agreement with the evaluation but does denote that the evaluation was done and that the evaluatee had the opportunity to view the evaluation.
4. The evaluatee must receive a copy of the written evaluation.
5. If the evaluatee disagrees with any part of the evaluation, the evaluatee may attach a demurral statement to the evaluation. The demurral statement must be attached to the evaluation with fifteen (15) working days of the post-observation/annual conference unless the time period is extended by mutual consent of the evaluatee and the evaluator.

## **E. Frequency of Evaluations for Educators Not under Continuing Contract**

1. All educators in their first three (3) full terms of employment within the district shall be formally evaluated at least once each semester.
2. Evaluations should be flexible and ongoing and shall occur throughout the school year.
3. Any evaluatee or evaluator may request additional evaluations, as found desirable in the best interests of the evaluatee or the school district.

4. In order that there is not conflict of interest in the supervision and evaluation of employees, at no time may any administrator be responsible for the supervision and/or evaluation of the employee who is related to him/her within the third degree of consanguinity or his/her spouse.

#### **F. Frequency of Evaluations for Educators under Continuing Contract**

1. All educators beyond their first three (3) full terms of employment within the district are under continuing contract and shall be evaluated with a Professional Growth Plan. Professional Growth shall be defined as goals designed to enhance the classroom environment.

##### Professional Growth Plan

- The principal and staff member shall mutually agree upon Professional Growth Plan by October 30<sup>th</sup> of each year. The goal will be stated. The teacher will establish and describe how the goal will improve student learning. The teacher will outline methods/strategies used, content standard addressed by the goal and resources/support needed. The teacher will have indicators of progress towards the goal. A goal will be reasonable, attainable and measurable. The goal will include a time frame.
- On or before January 15, a midterm conference will be held to discuss progress toward the Professional Growth Plan.
- All Professional Growth Plans shall be completed and a final conference/evaluation by the principal and evaluatee shall be held on or before April 10.

The district reserves the right to conduct a formal evaluation process on teachers under continuing contract at any point deemed necessary by the administration.

#### **G. Observation Conference**

1. The evaluator will hold a conference with the evaluatee to present the formal written evaluation.
2. At the post-observation conference the evaluator shall discuss the classes and activities observed, what was viewed, what was not viewed and what could be done to improve the lesson.

#### **H. Observations**

1. The evaluator may make as many observations as he/she deems necessary during each semester of the school year. Classroom observations may be made without advance notice to the educator.
2. The evaluator shall share a written summary of the observation with the evaluatee and include both positive feedback and concerns, if applicable.

#### **I. Evaluation Ratings**

1. The summative evaluation of the educator's job performance will be based upon the school district's established criteria and will be in writing.
2. Evaluation ratings will be:
  - Unsatisfactory: As defined by the Danielson rubric for each component
  - Basic: As defined by the Danielson rubric for each component
  - Proficient: As defined by the Danielson rubric for each component
  - Distinguished: As defined by the Danielson rubric for each component

#### **J. Evaluation Response**

1. The educator shall receive his/her written copy of the evaluation from during a conference with the evaluator.
2. The evaluator and evaluatee shall sign the evaluation form. The evaluatee's signature does not indicate either agreement or disagreement, only that the conference has taken place and the evaluatee as read the evaluation form.



3. The evaluatee has the right to make a written demurral statement concerning any part of the evaluation results. Such written demurral statement shall become part of the individual's evaluation record and will be included in his/her personnel file.
4. Any written statement by the evaluatee shall be provided not more than fifteen (15) teaching days following the conference, unless the time period is extended by mutual consent of the evaluatee and the evaluator.
5. The evaluatee may respond in writing to a formal evaluation in any or all of the following ways:
  - a. Request additional observations with mutual agreement which shall not be unreasonably withheld;
  - b. Request the joint setting of instructional goals.
  - c. Request the confidential assistance of other administrators or educational professionals mutually agreed upon by the evaluatee;
  - d. Request no remediation;
  - e. Submit a demurral statement.

#### **K. Plan of Assistance**

A written plan of assistance shall consist of:

- a. A list of the deficiencies;
- b. A list of specific objectives or outcomes that the evaluatee will be expected to carry out to affect the required improvements;
- c. A commitment by the evaluatee to specific positive actions to be taken to correct the deficiencies;
- d. A specific description of the types of assistance to be offered by the evaluator;
- e. A timeline for the completion of the plan of assistance.
- f. A statement of who will be involved in both the improvement process and the evaluation of results.
- g. There shall be opportunity for input by the teacher; however, final determination of the plan resides in the hands of the building principal or supervisor.

#### **L. Definition of Terms**

1. Educator -any person, exclusive of administrators, charged with responsibility in the field of education and certified by the state Office of Policy and Accountability as a teacher or other education specialist within the school district.
2. Evaluatee – the educator being evaluated.
3. Evaluation – a systematic continuous process to assess objectively the professional performance of the educator.
4. Evaluator – the administrator doing the evaluation.
5. Educator Performance Evaluation – The formal system of educator appraisal for the educator's effectiveness in producing learning.
6. Visitation – Whenever supervisory personnel enter educator work areas for purposes other than educator evaluation. This may or may not include feedback.
7. Formative Observation – Whenever supervisor personnel enter the educator's work area for purposes of gathering data about the educator's performance. This observation will include feedback.
8. Summative Evaluation – The final appraisal of the educator's performance, based upon previously gathered data.
9. Indicators – Examples of educator behaviors which are observed and will support the criterion. Not all indicators need be observed.
10. Plan of Assistance – A written plan directed to helping professional improvement in specifically identified areas of deficiency. A plan will be implemented for an educator for any criterion that is determined "Does Not Meet District Standard". A plan may be implemented for an educator

for any standard that is determined to be “Needs Improvement to Meet District Standard”. Continuation of contract is dependent upon successful completion of the plan.

11. Educator Summative Evaluation – This is based on administrative observations, feedback to the educator, and conferences. It is understood that this constitutes the formative/supervisory process and the report is the summative process.

### **Article X Personnel Records**

- A. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. When scheduling the appointment to review his or her file, the teacher will notify the district in writing the identity (and title, if applicable) or anyone the teacher wishes to review the file. A representative of the Superintendent shall be present at such review.
- B. Only authorized persons shall be permitted to examine the teacher’s personnel file. The teacher, the principal(s) of the building(s) or program(s) where the teacher is assigned or is being considered for transfer, the Superintendent, the Business Office staff charged with maintenance of the file, and any persons authorized by the teacher in accordance with (1) above.
- C. Other than for routine file maintenance, 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.
- D. 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 teacher shall be given the opportunity to sign the material indicating that he/she has read it. If the teacher refuses to sign the material when presented, the administrator and a witness will sign it indicating that the teacher refused to sign.
- E. 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 fifteen (15) working days after the evaluation to which the teacher objects has been signed by the teacher or fifteen (15) working days after the teacher has become aware of the presence of a document to which the teacher objects. The 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.
- F. 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 the teacher or a representative of the teacher and by the Superintendent or representative of the Superintendent. If, after the file review, the teacher wishes to remove something from his/her file, the teacher may submit the questionable material to the superintendent for review with a written explanation as to why the material should be removed. Disputes over the retention of said material may be processed through the grievance procedure, commencing at the formal level, section 4b.
- G. A personnel file for each teacher shall be maintained in the District office. A building principal or other supervisor who maintains a file on a teacher shall make known the existence of the file to the teacher. These files shall be confidential and access to the files shall be as determined in Item 2. The teacher shall have the right to inspect the contents of any files pertaining to him/her.

- H. 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.

**Article XI  
Violence Policy**

Any employee injured and unable to accomplish their duties as a result of violent acts under course of employment shall be provided salary and benefits for up to 12 months, and medical costs as per the school district’s insurance policy guidelines. No deductions from accumulated leaves will be made.

**Article XII**

**A. School Calendar**

A copy of the school calendar will be maintained on the school district website (teaschools.k12.sd.us).

**Article XIII**

**A. Early Retirement Plan**

For purposes of this Article – all staff previously employed by the Lennox School District during the 2002-2003 school year, shall be allowed to carry over their years of continuous employment with the Lennox School District.

1. Any certified teacher who is in or beyond the certified teacher’s fifteenth (15) year of continuous employment in Tea Area School District 41-5 immediately prior to entering the program and who has attained the minimum age of fifty-five (55) years on or before June 30 of any school year may elect for the early retirement benefit. Certified teachers electing early retirement shall receive a cash benefit equal to 80% of their final year’s salary in accordance with the following schedule based on the age of the certified teacher.

EARLY RETIREMENT BENEFIT

<u>Age on June 30</u>	<u>Percentage of Number of Semi-Annual Salary Payable.</u>	<u>Semi-Annual Installments</u>
55-61	80% of final year’s salary	6

2. The benefit paid to each certified teacher shall be in accordance with the certified teacher’s final salary with the district, excluding extra duty pay or extended pay. The benefit shall be payable in six (6) equal semi-annual installments. The first installment shall be paid on the first payroll date after July 1 immediately following retirement, with subsequent payments each six (6) months thereafter. The first installment may, at the certified teacher’s option, be delayed until the first payroll date after July 1, one (1) year after retirement. No interest shall be paid. All payments are subject to all payroll deduction as required by law.
3. In order to qualify for early retirement benefits hereunder, the certified teacher shall notify the superintendent in writing of his/her intention to retire not later than February 1 of the year in which retirement shall occur. The applicant shall be notified of the decision of such application within thirty (30) calendar days or no later than March 1 of the year in which retirement shall occur. Early retirement must coincide with the end of the school term.

4. In the event a certified teacher entitled to a benefit hereunder shall die while all or part of such benefit remains unpaid, such unpaid benefit or part thereof shall be paid in accordance with subsection two (2) aforementioned, to the beneficiary designated in writing by the certified teacher on a form prescribed by the school business office. In the event the no beneficiary exists said unpaid benefit shall be paid to the estate of the deceased.
5. Any certified teacher electing early retirement may continue participation in the school district's group health and dental insurance program according to the rules and regulations established by the district's insurance carrier. Such participation may continue until age 65. The certified teacher selecting early retirement must pay 100% of the premium for single or family coverage. The school will not contribute to the payment of health or dental insurance premiums nor annuities for retired certified teachers. Said insurance premium payments to be paid by the certified teacher shall be done in accordance with the rule promulgated by the school district and/or the insurance carrier.
6. No more than two percent (2%) of the school's budget for instructional salaries can be withdrawn in any one (1) year from the early retirement fund. If the number of applicants who apply for early retirement reflect more than two percent (2%) of the district's general fund budget for instructional salaries; the certified teacher(s) who applied last, as established by their dated application shall be the first to be denied the opportunity to retire early.
7. A signed agreement between the Board of Education, Tea Area School District 41-5 and the retiree shall be consummated.

Addendum V Application for Early Retirement

Addendum VI Early Retirement Designation of Beneficiary

## ***Article XIV***

### **A. Job Sharing**

Job sharing may be proposed by certified teaches of the school district by filing a detailed plan prior to March 1<sup>st</sup>. The principal and the superintendent must approve the job-sharing plan. Certified teachers sharing a position shall be granted the same rights and privileges as other part-time teachers with salary and benefits paid in proportion to the amount of time taught. The full position must exist within one building, and only one team is allowed per primary/elementary (PreK-5, middle (6-8) and high school (9-12). Certified teachers in the specialties area (i.e., speech, Title I, music, special education, etc.) may also apply. These applications will be handled in the same manner as regular classroom teacher applications. The positions must be shared daily or on alternate days of the week, whatever is deemed in the best interests of students.

Certified teachers wishing to leave job sharing and return to a full-time position must notify the superintendent in writing prior to May 1. This request should only be submitted if a full-time position is available in the district. If for any reason, a job-sharing position loses one of the participants during the year, the other teacher will assume a full-time position. Certified teachers in job-sharing will not lose previously earned seniority.

- This can include teachers that are on the Tea Area School District's substitute list.

Please follow steps 1-4 listed below for processing job-sharing applications. The application can be denied or rejected at any time during the application process by the principal, superintendent or board of education:

1. Certified Teachers – Complete the application form and give to your immediate supervisor no later than March 1 of the year preceding the request of job sharing.

2. Principal- Review the application, note comments, and, if approved, sign and forward to the superintendent.
3. Superintendent - Review the application, note comments, and if approved, sign and forward to the school board no later than the second school board meeting in March.
4. School Board - Act on the request for job sharing and forward to the Business Office. Notify certified teachers involved.

## **Article XV Staff Reduction Policy**

### **A. Staff Reduction in Force Procedures**

When, in the sole, exclusive and final judgment of the board, upon the recommendation by the administration, a reduction in certified teachers is deemed necessary, the administration shall attempt to accomplish same by attrition if said attrition occurs before April 15. In the event, reduction in certified teachers cannot be adequately accomplished by attrition and given the necessity to hire and/or maintain the most competent and qualified certified teachers available, the following will be done:

1. Positions held by persons with less than full certification for their current teaching assignment (defined as a holder of an Authority to Act-a substitute or limited certificate) shall be deemed open if the position is desired, as set forth in writing, by a continuing-contracted certified teacher who has been notified that his/her position has been reduced.
2. In the event that a full-time and fully certified teacher's position is terminated due to staff reduction, the following criteria, not necessarily in order of priority, may be utilized by the board of education or its designee to determine which certified teacher shall be reduced: a) professional preparation, b) certification, c) evaluations, d) accreditation standards, e) student needs, f) community priorities, g) department/school/curriculum need, and h) longevity.

### **B. RECALL POLICY**

1. If the administration is contemplating the layoff of any certified employee covered by this contract for the following year, the administration shall notify the certified employee pursuant to state law.
  2. Any certified employee not rehired under this provision will be placed on a tentative certificated candidate list for a period of one (1) year. Entry on this list will ensure consideration for any position for which the former certified employee is qualified to teach.
  3. A certified employee recalled shall have all benefits, to which he/she was entitled at the time of termination, restored effective on the date a new contract begins, following recall.
  4. The certified employee will be placed at the salary level for the certified employee's position according to the certified employee's experience and education at the time his/her employment was terminated. No experience shall be allowed during the certified employee's termination because of reduction in force.
- \* The above policy applies only to full-time certified teachers and former full-time certified teachers who have been reduced to part-time status at the direction of the board of education.

## **Article XVI**

Should any part of this agreement be declared illegal, all other portions will remain in force.

# CERTIFIED STAFF ADVANCEMENT ON SALARY SCHEDULE Request Form

Name \_\_\_\_\_ Grade \_\_\_\_\_

School Site \_\_\_\_\_ Subject \_\_\_\_\_

Application for lane advancement from \_\_\_\_\_ to \_\_\_\_\_. (Example B+12 to B+24)

A new form is necessary for each horizontal movement of twelve (12) hours on the salary schedule.

After the completion of each step, a copy of the document will be sent to the teacher.

---

## Step 1 – Complete Course List

*All college course work must contribute directly to the improvement of skills needed to perform the employee's specific duties for the Tea Area School District. **Please list all courses in the special section located on the back of this form.***

*Note: If enrolled in an approved masters program, please attach the approved course listing provided by the college or university and the teacher will automatically have an approved course listing for advancement.*

---

## Step 2 – Course Approval

*The superintendent must approve all courses used for horizontal movement in advance.*

I request approval of the courses specified.

Submitted by \_\_\_\_\_ Date \_\_\_\_\_

Principal Approval \_\_\_\_\_ Date \_\_\_\_\_

Superintendent Approval \_\_\_\_\_ Date \_\_\_\_\_

---

## Step 3 – Lane Change Request

*Staff who anticipate horizontal movement must notify the District Office by March 1<sup>st</sup> of the year preceding movement.*

I request a lane change from \_\_\_\_\_ to \_\_\_\_\_ upon completion of the last course listed in the special section located on the back of this document.

Submitted by \_\_\_\_\_ Date \_\_\_\_\_

Principal Approval \_\_\_\_\_ Date \_\_\_\_\_

Superintendent Approval \_\_\_\_\_ Date \_\_\_\_\_

---

## Step 4 – Lane Change Approval

*Complete official transcripts of all credits earned must be filed by September 10<sup>th</sup> in the District Office.*

Verification of course completion has been received and reviewed by the district office. The following lane change is hereby approved.

\_\_\_\_\_ to \_\_\_\_\_ for the \_\_\_\_\_ school year.

Superintendent Approval \_\_\_\_\_ Date \_\_\_\_\_

<b>COURSE(S)</b>		<b>CREDITS</b>	<b>RELATES TO TEACHING ASSIGNMENT</b>		<b>APPROVAL</b>	
List Course(s) Below			Indicate number of credits below	Directly	Indirectly	Superintendent's Signature
No.	Name					

**APPLICATION FOR SICK LEAVE ASSISTANCE**  
**TEA AREA SCHOOL DISTRICT 41-5**  
(to be completed in quadruple)

TO: SICK LEAVE ASSISTANCE COMMITTEE

FROM: \_\_\_\_\_  
Employee

I hereby request \_\_\_\_\_ days from the Sick Leave Assistance Program.

A statement from my doctor is attached.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date of Application



The request of \_\_\_\_\_ for days to be drawn  
(employee)

from the Sick Leave Assistance Program was:

Granted \_\_\_\_\_

Denied \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Comments \_\_\_\_\_

\_\_\_\_\_  
Teacher Representative

\_\_\_\_\_  
Teacher Representative

\_\_\_\_\_  
Teacher Representative

\_\_\_\_\_  
Teacher Representative

\_\_\_\_\_  
Teacher Representative

\*Return to the District Business Manager.



TEA AREA SCHOOL DISTRICT 41-5  
TRANSFER/REASSIGNMENT REQUEST FORM

Name of Certified Teacher \_\_\_\_\_

Present Assignment \_\_\_\_\_

Present Telephone Number \_\_\_\_\_

Summer Telephone Number \_\_\_\_\_

Present School \_\_\_\_\_

Assignment(s) Request \_\_\_\_\_

**Reason(s) for Request** \_\_\_\_\_

\_\_\_\_\_  
**Certified Teacher's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

.....  
(1) Building \_\_\_\_\_ Grade \_\_\_\_\_ Subject \_\_\_\_\_

(2) Building \_\_\_\_\_ Grade \_\_\_\_\_ Subject \_\_\_\_\_

(3) Building \_\_\_\_\_ Grade \_\_\_\_\_ Subject \_\_\_\_\_

Are you fully certified for the new subject/grade area?     Yes     No     Uncertain

Reasons) for Approval/Denial  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Current School Site Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Request School Site Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

TO BE COMPLETED BY APPLICANT

Addendum VI

TEA AREA SCHOOL DISTRICT #41-5  
TEA, SOUTH DAKOTA 57064

APPLICATION  
EARLY RETIREMENT PAY OPTION

TO BE COMPLETED AND SENT TO BUSINESS OFFICE ALONG WITH COMPLETED EARLY RETIREMENT DESIGNATION OF BENEFICIARY FORM.

Date \_\_\_\_\_

Name \_\_\_\_\_  
Last First Middle

Address \_\_\_\_\_  
Street Address Box City/State Zip

Date of Birth \_\_\_\_\_ Age as of June 30, 200\_\_\_\_ / Age \_\_\_\_\_

Years of Service \_\_\_\_\_

In accord with Board Policy, I hereby stipulate that I have resigned from my staff position effective \_\_\_\_\_ for purposes of early retirement. Therefore, I request that the early retirement cash benefit in the amount of \$ \_\_\_\_\_ be granted and paid to me in \_\_\_\_\_ equal installment(s).

Furthermore, I request that the first installment be made to me on or about July 20, 20\_\_\_\_; the second on or about January 20, 20\_\_\_\_.

\_\_\_\_\_ Under conditions of the Board Policy for early retirement, I hereby request continued participation in the Group Insurance Plan until such time I notify the Business Office of cancellation or am no longer eligible for membership as outlined in the Group Insurance Plan.

\_\_\_\_\_ I do not wish to continue participation in the Group Insurance Plan upon early retirement.

I have read the attached early retirement policy of Tea Area School District #41-5 and agree to abide by the rules established therein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

TO BE COMPLETED BY THE BUSINESS OFFICE

Payment Computation

Number of Payments	Date of Payments	Amount of Payments
1 <sup>st</sup>	_____	\$ _____
2 <sup>ND</sup>	_____	\$ _____
3 <sup>rd</sup>	_____	\$ _____
4 <sup>th</sup>	_____	\$ _____
5 <sup>th</sup>	_____	\$ _____
6 <sup>th</sup>	_____	\$ _____

Authorized Superintendent of Schools \_\_\_\_\_

Business Manager \_\_\_\_\_

(YEAR) \_\_\_\_\_ Salary \$ \_\_\_\_\_ X 80%= \_\_\_\_\_

Audited \_\_\_\_\_  
(Accountant)

TEA AREA SCHOOL DISTRICT #41-5  
TEA, SOUTH DAKOTA 57064

EARLY RETIREMENT  
DESIGNATION OF BENEFICIARY

This designation may be changed at any time. A new designation should be filed if you become married or divorced, or if you spouse or other beneficiary dies. This designation revokes any prior designation.

I understand that the payment option I have selected cannot at any time be altered.

I also understand that it is my duty to inform the Business Office of the District of any change of address of my beneficiary or me.

---

**PRIMARY BENEFICIARY(IES)**

**(WILL SHARE EQUALLY IF MORE THAN ONE LISTED)**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

---

**CONTINGENT BENEFICIARY(IES)**

**(WILL SHARE EQUALLY IF MORE THAN ONE LISTED)**

*(Benefit will be paid to this Beneficiary or Beneficiaries if no Primary Beneficiary survives.)*

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

---

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_