

**SECTION D**  
**SIOUX VALLEY INSTRUCTIONAL PERSONNEL NEGOTIATED AGREEMENT**

**3.00 RECOGNITION AND PARTIES:**

Recognition

The board hereby recognizes the SDEA/NEA Sioux Valley Education Association as the sole and exclusive representative of certified personnel. Such recognition shall be continuous from year to year unless challenged according to provisions pursuant to SDCL 3-18.

Parties

This agreement is entered into between the School Board of Sioux Valley District 5-5, Volga, South Dakota, and the SDEA/NEA Sioux Valley Education Association.

The provisions of this agreement shall be continuously in force with the following exceptions:

- A. Those items which are changed by negotiation.
- B. Any article, section, or clause which shall be found by a court of competent jurisdiction to be illegal in which case only that article, section, or clause shall be deleted.

**3.01 Professional Qualifications of Instructional Personnel**

Must be certified as required by the Division of Elementary and Secondary Education of the state of South Dakota.

**3.02 Teachers certificate and transcript of credits must be on file in the superintendent's office.**

**3.03 Contract for Instructional Personnel**

Contract according to law.

**3.04 Evaluation of Instructional Personnel**

1. Official instruction personnel evaluations may take place anytime after the first full week of school and prior to the last full week of school.
2. The evaluation instruments located within this chapter before 3.21Signature Page are as follows: Teacher Evaluation Secondary Personnel, Elementary Teacher Evaluation, Librarian Evaluation and Counselor's Evaluation.
3. All certified evaluation tools and frequency of the evaluations in the handbook will be adjusted/amended to reflect changes in state law effective in 2015-2016.
4. Student Learning Objective (SLO): first conference/SLO approval held by midterm of first quarter.

**3.05 Instructional Personnel Work Day**

1. Elementary, middle school, and high school - 8:00 a.m. to 4:00 p.m.
2. This does not include time needed for special activities.
3. Departures from this area at the discretion of the administration.
4. On Fridays, or days of dismissal before vacations or holidays, teachers may leave as soon as the buses have gone.
5. On the day before Christmas vacation, students will be dismissed at 2:15. On the last day of school, students will be dismissed at noon.
6. Teachers who drive bus will be excused on their arrival and departure times to allow for bus route times.

**3.06 Staff Reduction Policy**

Whenever the judgment of the board determines it is advisable to reduce the number of teachers in the district, the following procedure will be utilized:

1. The board will communicate the situation confronting the district so as to allow the staff a reasonable opportunity, not to exceed 8 days from the date of communication, to present possible alternatives such as early retirement, normal attrition, part time contract, substitute teaching, and/or other alternatives which could accomplish the same goals. It shall be understood that the board shall not be bound by the staff recommendations.
2. Positions held by persons not fully certified for their current teaching assignment will be open if the position is needed and will be available for a continuing contract teacher who is fully certified for the position and has been notified that their position has been eliminated.
3. If a position of a teacher is terminated due to staff reduction, the Board will determine which teacher or teachers are to be released using the following criteria, as applicable. This criterion is not necessarily in order of importance.
  - a. Student needs

- b. Financial condition of the district
  - c. Certification
  - d. Qualifications
  - e. Longevity
  - f. Federal Mandates
  - g. Recommendations of the administration
  - h. Evaluation
  - i. Educational Background
4. In making staff reductions involving professional staff members on continuing contract status, the Board will follow the provisions of state law.

#### Recall

For the purpose of this policy, notification of layoff by reduction in force will be pursuant to state law. The effective date of the layoff by reduction in force shall be June 30. If a vacancy, in the position for which the laid off teacher(s) qualifies, occurs during the first or second fiscal year subsequent to the layoff, re-employment shall be extended to the teacher(s) in reverse order of lay off. If more than one staff member has the same recall date and is qualified for the open position, the board, in the selection process, may consider among other things recommendation of administrative staff, qualifications, years of service, and educational background.

A recalled teacher shall retain: 1) his/her current salary 2) previously accumulated sick leave benefits 3) previously accumulated personal leave benefits.

Notice of recall shall be sent by certified mail to the address furnished by the staff member to the Superintendent. Time period of notice of recall sent shall commence on the day the notice is mailed.

Recall privileges cease when a staff member resigns.

Recall privileges cease, if upon recall notice, the staff member fails to respond within twenty calendar days of the date of the mailing of the notice.

Recall privileges will not apply to teachers under contract with another school district unless the recall is for a position for the school year immediately following the layoff year.

#### 3.07 Salary Schedule for Instructional Personnel

1. Base salary is \$40,000 for 2017-2018.
2. All newly hired certified staff will be hired based on the hiring salary schedule. A total of up to ten years of experience will be recognized for new hires. The school board reserves the right to hire new certified staff anywhere on the hiring salary schedule in order to remain competitive and secure all teaching positions. The board will be cognizant of not paying incoming staff more than existing staff with comparable years in the Sioux Valley school system.
3. For the 2017-2018 school year, all teachers will receive an increase of \$100. Payable in September 2017, all returning certified teaching staff will receive a one-time retention payment of \$1,500. If staff member leaves during the 2017-18 school year and does not fulfill the contract, a pro-rated amount will be deducted from the salary. This amount will be 1/180 of contract amount for each day the contract was not fulfilled. The district will allow all certified staff (returning and new hires) up to two days of staff development only during the summer of 2017 at \$200 per day and will choose from a list of staff development opportunities. Purchase orders must be completed with dates and hours worked and submitted no later than August 15, 2017, to be paid September 2017.
4. Sioux Valley School District will no longer use a salary schedule. Any future salary increase, whether based on percentage or a flat dollar amount, will be calculated on each teacher's previous year's salary.
5. There shall be \$1,000 between the BA and BA+18 lane and \$1,000 between the BA+18 and MA lane, \$1,000 between the MA and the MA+18 lane, and \$1,000 between the MA+18 and MA+36 lane.
6. Only graduate credits may be used for salary lane changes beyond the BA lane. Additional credits (MA+18) beyond the Master's level must occur after the Master's degree has been earned. The school board has the final decision whether credits are allowable.
7. Instructors planning to change professional salary lanes should notify the superintendent by May 1 of the possibility for the coming term. Official notification in writing of the earned credits must be presented to the superintendent by the first workday in September. There will be no salary adjustment after that time. Each teacher will fill out an application for the horizontal movement.

**Hiring Salary Schedule for New Teachers for 2017-2018**

Step	BA	BA+18	MA	MA+18	MA+36
BASE	40000	41000	42000	43000	44000
1	40500	41500	42500	43500	44500
2	41000	42000	43000	44000	45000
3	41500	42500	43500	44500	45500
4	42000	43000	44000	45000	46000
5	42500	43500	44500	45500	46500
6	43000	44000	45000	46000	47000
7	43500	44500	45500	46500	47500
8	44000	45000	46000	47000	48000
9	44500	45500	46500	47500	48500
10	45000	46000	47000	48000	49000

3.07b Extra Pay Schedule

1. Personnel who officiate middle school athletic events will be reimbursed \$20.00, and \$25.00 for Junior Varsity games.
2. Staff members on extended contract shall be paid an amount per hour based on the instructor's daily rate divided by the number of hours in a working day or \$29 per hour, whichever is less.
  - a. Yearbook Instructor shall be allowed a maximum of 30 additional hours.
  - b. Ag Instructor shall be allowed a maximum of 160 hours for FFA.
  - c. Ag Instructor shall be allowed a maximum of 100 hours to complete house construction.
  - d. Special Services (Special Education) Instructors shall be allowed a maximum of 300 total staff hours.
  - e. Librarian shall be allowed a maximum of 24 hours
  - f. At the discretion of the principal, the middle/high school counselor shall be allowed a maximum of 48 additional hours, the elementary counselor a maximum of 24 hours and the Title I teacher/coordinator a maximum of 16 hours.
  - g. 35 hours classroom instruction and 6 hours driving time per student allowed for Driver's Education.

Sioux Valley Extra Curricular 2017-18 \$40,000						
Beginning in the 2017-18 school year, the % paid will be based on 85% of the base hiring salary (\$34,000).						
15%	Athletic/Activities Director	5100				
13%	Head BB	4420	6.5%	MS BBB	2210	
	Head GB	4420		MS GBB	2210	
	Head WR	4420		MS FB	2210	
	Head VB	4420		MS Golf	2210	
	Head FB	4420		MS TR	2210	
	Head TR	4420		MS VB	2210	
	Head CC	4420				
	Head Golf	4420	5.5%	HS Play Director	1870	
	Head C Cheer	4420		Asst Musical Director	1870	
	Wellness Director	4420				
12%	Webmaster	4080				
10%	Marching/Pep Band	3400	5%	Jazz Band	1700	
				MS OI	1700	
9%	Asst BB	3060	4.5%	Stud Council Adv	1530	
	Asst GB	3060				
	Asst WR	3060	4%	Asst HS Play Director	1360	
	Asst VB	3060				
	Asst FB	3060	3.5%	Sideline Cheer	1190	
	Asst TR	3060		per sport per season		
	Asst CC	3060		Musical Asst/		
	Asst C cheer	3060		Accompanist	1190	
	Yearbk Advisor	3060				
	Jr Class/Concessions/Prom	3060				
8%	FCCLA (12 months)	2720	3%	Science Fair Adv	1020	
	Musical Director	2720		PAC Director	1020	
				MS Student Council	1020	
7%	Head OI	2380		Nat'l Honor Society	1020	
	Vocal Music	2380				
	FFA (9 months)	2380		Timer	\$20/game	
				JV & Varsity		
<p>**Cross country is for head boys and girls combined.</p> <p>**If there are separate seasons for golf, the pay is for each season. If combined, it is once to cover both boys and girls.</p> <p>**Track positions are not gender specific. If the school board assigns a head coach for both boys and girls combined, there will be one head coach pay at 13%. If the board chooses separate head coach positions, there will be two coaches paid at 13% each.</p> <p>**These extra curricular wages are for work performed outside of the regular school day.</p> <p>**The school board and/or AD will dictate the number of assistants and the MS coaches will be determined by the number of participants.</p> <p>**The above extra duty pay schedule is effective for the 2017-18 school year for all new hires. Any existing employees will be grandfathered in and retain their existing pay if existing pay is greater than the new extra duty salary schedule. Said pay will be frozen at that higher rate until such time as the new salary schedule exceeds that rate of pay. This only pertains to existing positions or assignments.</p> <p>**Assistants are paid approximately 70% of head pay and middle school are paid approximately 70% of assistant pay.</p>						

### 3.07c Professional Compensation

1. Teachers shall receive paychecks on the 20th of each month. Should the aforementioned date fall on a weekend or a day when school is not in session, the teachers will be paid on the last school day immediately preceding the "regular" payday. A teacher may elect to be paid over either twelve (12) months or nine (9) months (September through May). If a teacher elects to be paid over nine (9) months, the last check will be paid when contractual obligations have been fulfilled at the end of the school year.
2. Extra-curricular personnel shall be paid for each activity during the season(s). A teacher may elect to be paid in equal amounts for a designated period of time or in one payment at the conclusion of their activity.
3. If a teacher is required to attend an IEP, 504 meeting or an elementary Student Assistant Team (SAT) meeting that is outside the contract day and the attendance is one hour or more, the staff member shall be paid \$20.00 for the meeting.
4. Form a committee to study use of leave and having staff cover vs. \$15 compensation.
5. Each certified employee will receive two complimentary activity tickets to use as they choose.

### 3.07d Negotiation Procedures

1. Each negotiation committee shall be represented by a chairman selected from their own committee. Each committee shall consist of no more than three members.
2. The Sioux Valley teacher negotiation committee shall certify in writing that it is representing a majority of the certified teachers in the Sioux Valley School System.
3. Negotiation meetings can be called by either organization. Meeting dates shall be chosen to the convenience of involved parties between December 1 and May 15.
4. The length of each meeting shall not exceed two hours unless the time is changed by mutual consent.
5. If a tentative settlement is reached by the joint negotiation committees, such representatives, after approval by the S.V.E.A., shall recommend such settlement to the board of education. The board of education shall, as soon as practicable, consider the recommendations and take such action as it deems appropriate.
6. All negotiated agreements shall appear in the fall revision of the School Board Policies Handbook.
7. Each committee shall have the right to caucus whenever it deems necessary.
8. All proposals to be discussed and negotiated are to be presented before negotiations start, unless otherwise waived by mutual agreement.
9. Either negotiating team may request that any item in that year's package may be reopened to renegotiation. No item is finalized until the final package is approved by both organizations.
10. Press releases shall be at the discretion of both parties, but should be made in good faith.
11. In succeeding years of multiple year contracts, negotiations may be reopened in the following circumstances:
  - a. 10% or more increase in insurance premium for a single rate with a \$750 deductible.
  - b. The state legislature creates a categorical aid designed for teacher salaries.

### 3.07e Health Insurance

1. The district will pay up to \$634 per month or the cost of single \$1,000 deductible insurance, whichever is less in 2017-2018. The board will offer to the employee's five policy options – a \$750 deductible, a \$1,000 deductible, a \$2,000 deductible, a \$2,500 deductible and a \$3,500 deductible. The district shall begin these payments in June of the prior contract year. In the event there are multiple family members eligible for insurance benefits, both employees may apply their district allowance toward the two party or family plans. In the event an employee declines health insurance, the district will contribute \$150 per month towards the South Dakota Supplemental Retirement System. Or, any Medicare eligible employee who opts out of the school district's medical coverage may choose to receive up to \$300 toward Medicare Supplemental coverage. The employee must provide documentation verifying supplemental coverage. No employee shall be eligible for both.
2. Employer provided health insurance will end one month after any eligible staff member's final paycheck.
3. SVEA wishes to participate in the Delta Dental Plan. The district will pay \$22.00 per month for the 2017-2018 school year of the designated dental plan premium. The district will begin these payments in June of the prior contract year.

### 3.07f Mileage and meals

1. School personnel will be reimbursed at the established state mileage rate when their private vehicle is used for school functions.
2. School vehicles should be used if available.
3. Meals will be reimbursed at the state rate or the actual receipt, whichever is less. A receipt is required for reimbursement.

### 3.07g Extra Duty Pay

Teachers assigned noon duty will receive a lunch coupon to be used at any time during the school year.

### 3.07h Professional Dues

Sioux Valley board of education will allow professional dues as a payroll deduction; will remit such deduction to SVEA treasurer on payday.

### 3.07i Cafeteria Plan (Section 125 Plan)

The school district will pay the administrative fee for the plan and each participating teacher will pay their individual fee.

### 3.07j Payroll Deductions

1. Voluntary payroll deductions may be initiated or changed at any time. Authorization for payroll deductions must be on file in the business office ten (10) days prior to payday.
2. A new payroll deduction must have a minimum of five (5) employees participating in the plan.

### 3.07k 180 Day Contract

One day will be used as principal day during the week before school begins and for 2017-18, one day will be classroom time prior to school. The staff is required to fulfill the 180 day contract. Any makeup days needed to be added at the end of the school calendar shall be continuous and at the discretion of the superintendent.

### 3.08 Sick Leave for Instructional Personnel

1. Ten (10) days sick leave allowed each year cumulative to 60 days.
2. Any teacher who has sick days in excess of the 60 maximum will be paid at a rate of \$40 per day with a minimum of four hours.
3. Excessive sick leave days and personal absences must be approved by the administration and/or board of education. Deductions shall be at the rate of 1/180 of salary or one part of the total days in session for the year.
4. Any absence for illness of teacher or for serious illness of a family member shall be considered sick leave. The superintendent reserves the right to ask the employee to furnish satisfactory evidence in the form of a doctor's statement.
5. Any absence for a funeral of a family member or close friend is to be considered sick leave.
6. Superintendent and/or board of education to rule on sick leave questions.
7. The hours to be counted when considering time missed for sick leave shall be the time between the work hours established in 3.05. Sick leave may only be used in one hour increments.
8. Two days of sick leave will be allowed for the birth of a grandchild.
9. Sick leave time does not have to be taken if the sick leave occurs after the buses have left at the end of the day with administrative approval.
10. In the event that school starts late or is dismissed early due to inclement weather, leave will still be deducted from the teacher's sick leave as if a regularly scheduled day was held.
11. If the teacher had applied for sick leave and the school day is cancelled and the day will be made up at a later date, leave will not be deducted.
12. Adjustments to personal leave must be made by the teacher within one week from date of leave.
13. Family Medical Leave Act leave will run concurrently with any and all sick or personal leave and further that sick and or personal leave must be used first.

### 3.09 Sick Leave Bank

A sick leave assistance bank is established for all teachers with the following conditions and provisions:

1. Teachers may voluntarily contribute up to five (5) days annually by written notification prior to September 10 to the business manager. Teachers may donate additional days at the end of the school year.
2. If the bank is 220 days or below on the first day of school, all teachers must donate one day to the sick leave bank. If the sick leave bank is at 221 days or above on the first day of school, only new teachers must donate one (1) day. The maximum number of hours in the sick leave bank will be capped at 3,000 as of June 30 of each year. Sick leave bank requests per individual will be capped at a maximum of 60 days per school calendar year.
3. A teacher who has exhausted all of his/her accumulated sick and the district paid personal leave days may request additional days from the sick leave bank due to:

- a. an illness of self, spouse, children, or parents (No single request may be in excess of 10 days. However, multiple requests will be considered.)
  - b. death of an immediate family member (spouse, children, father, mother, brother, sister) not to exceed five (5) days.
  - c. A maximum of 10 days can be requested for maternity/paternity/adoption leave. Sick leave bank days cannot be requested if a teacher has already been absent 30 contract days for maternity leave or if sick weeks has already lapsed between the arrival of the child and the first teacher contract day. However, if an employee has been put on medical ordered bed rest or incurs any medical complications, including a cesarean section, during pregnancy or afterwards to the mother or child, then said staff member is eligible to request additional time from the sick leave bank.
  - d. Requests shall be for a minimum of five (5) days. Unused days shall be returned to the bank at the end of the school year.
4. Applications for sick leave assistance shall be accompanied by a physician's statement unless waived by the committee.
  5. Applications for sick leave assistance shall be submitted in writing to the superintendent. The superintendent will discuss the request with the committee for a decision to be rendered.
  6. Sick leave assistance committee shall consist of three (3) teachers selected by SVEA, the business manager, and the superintendent.
  7. Days in the sick leave bank shall be withdrawn on a first-come, first-served basis. If the total days in the bank are exhausted in any year, use of the bank ends for that year.
  8. Unused days in the plan will be carried over to the next school year.
  9. Administration of the sick leave bank will be handled by the business office. At the conclusion of the school year, the business manager shall send a report to the education association indicating the status of the sick leave bank.

### 3.10 Leave of Absence

In the event an individual becomes incapacitated and cannot render his/her duties in full, upon using all sick leave, that individual shall be placed on leave of absence upon approval by the administration and/or board of education without pay until the individual can perform contracted services.

### 3.11 Personal Leave for Instructional Personnel

#### 1. Jury Duty

School personnel serving on the jury duty will be allowed to retain the mileage allowance from the court and their regular pay from the school district, but must return the salary from the court to the school district.

#### Subpoenas

If an employee is served a subpoena for a school-related purpose, this will be considered professional leave. If an employee is served a subpoena for something personal in nature, this will be considered personal leave.

#### 2. Personal Leave

- a. Each teacher may be granted five (5) days of personal leave each year (non-accumulative), no questions asked.

The district will pay the substitute for the first and second day(s) and these days must be used in increments of one hour. An amount equal to the substitute rate will be deducted from the teacher's salary for each of days three through five. When teachers take advantage of the three personal days where the teacher pays the sub, these must be in ½ day increments. Unused first/second personal leave days (free) must be used in one hour increments and may be carried over to the next year, not to exceed four (4) days that the district will pay the substitute. If a teacher chooses to be paid for any unused personal leave days in which the district pays for the substitute (instead of carrying over the day to the next year), they can be paid for those days at a rate of \$40/day with a minimum of four hours. This payment will be included in their June paycheck, up to a maximum payment of \$160.00.

- b. All personal leave is to be cleared with the building principal. Application for personal leave shall be made in advance to allow time to obtain a substitute.

#### 3. Association Leave

Upon administrative approval one (1) day leave may be granted for NEA/SDEA functions. In the event an association member needs additional days for NEA/SDEA functions, two (2) days may be donated by association members for a total of three (3) association leave days.

#### 4. Professional Leave

A teacher may be granted two (2) days per year for professional leave which may include visitation to a department in another school, workshops, conferences, and clinics upon approval of the administration and/or board of education. Additional days may be granted at the discretion of the administration.

5. The hours to be counted when considering time missed for personal leave shall be the time between the work hours established in 3.05.
6. No personal leave may be taken during parent teacher conferences.

### 3.12 Calendar

School calendar proposals shall be shared with staff for their input.

### 3.13 Early Retirement Policy

1. Any teacher of the Sioux Valley School District who finds it necessary or desirable to retire from employment with the District may elect to take retirement under the terms and conditions set forth in this policy. Retirement is entirely voluntary and at the discretion of an eligible employee. Such retirement must occur at the end of the contract term and may not commence during the term.
  - a. As per 2016-17 approved negotiations, the Sioux Valley early retirement plan will be eliminated effective June 30, 2019. Any eligible employee may take part in the early retirement plan and will be paid in full in June, in the year in which they retire, as long as all requirements are met and notifications are given to the superintendent on or prior to the second Monday in February at 12:00 noon, of the year in which retirement is to commence. The minimum age requirement stays at 55 and the minimum years stays at 10. There will be no maximum age limit. This negotiated language supersedes and takes precedence over any previous agreed upon language.
2. Eligibility:
  - a. An employee is eligible for early retirement if such employee has attained the minimum age of 55 years on or prior to July 1, and has not reached the age of 62 and has ten (10) years or more of employment service with the school district.
  - b. If an existing employee was age 57 or older on July 1, 2012 and remains employed, they will be grandfathered into the early retirement rules that existed prior to July 1, 2012. This grandfather clause will be in effect until June 30, 2018.
  - c. An employee who has a minimum of twenty-five (25) years of employment with the district prior to July 1, and has not reached the age of 62 may choose early retirement.
3. Written notice shall be given to the superintendent of school on or prior to the second Monday in February by 12:00 noon of the year in which retirement is to commence. Retirement Benefit Form must be completed prior to April 1 of the retirement year.
4. The retiree shall receive 50% of his/her last contract salary exclusive of insurance allowance cash benefit and extra duty salary.
5. The cash benefit shall be payable as follows: In three (3) equal annual installments, the first installment on July 20 immediately following retirement, and an installment each subsequent July 20 until paid in full. No interest shall be payable. The retiree shall receive payment through the 403(b) plan established with First Bank and Trust of Brookings.
6. In the event a person entitled to a benefit in accordance with this policy should die while all or part of such benefit remains unpaid, such unpaid benefit or part thereof, shall be paid in accordance with paragraph 5 of this policy to the beneficiary designated in writing by the employee on a form prescribed by the Business Manager. In the event no beneficiary designation has been made, the unpaid benefit shall be paid in full in one (1) payment to the estate of the deceased retiree. Payment by the Sioux Valley School District in accord herewith shall fully discharge the District's obligation under this policy.
7. No employee who is receiving the early retirement payments may be re-employed by the school district until said payments are paid in full. This will not affect part time employees serving less than 20 hours or any extra duty assignments.

### 3.14 In-service Education for Instructional Personnel

1. All certified employees are encouraged to further their education.
2. Employees with valid South Dakota certificates are allowed to visit other schools on school time with pay with permission of the building principal.

### 3.15 Graduate Leave for Instructional Personnel

1. Instructional personnel are allowed time off without pay to complete work for an advanced degree with the understanding that the employee be elected to the same position at the end of the graduate study leave, providing the instructor has taught four years in the Sioux Valley School District. An individual desiring to return to his or her position must notify the superintendent by March 1.
2. After completion of the graduate study leave, the employee will receive the same salary increase, if any, as all other teachers.
3. Final decision to be made by the board.



### 3.16 Advanced Study Reimbursement Policy

1. Reimbursement rate will be 90% of the cost of on-campus tuition or 80% of on-line tuition per semester hour of credit (based on state institutional cost). The maximum dollar amount any teacher may receive from the district under this program is \$2,000 per year. Tuition reduction shall be utilized when available and the district will pay the difference up to the 90%.
2. Stipends will be given on a first come basis.
3. The district will allocate \$15,000 per fiscal year towards this program.
4. Classes must be graduate level only and must be toward an approved Master's degree or beyond. The teacher must provide written documentation of the approved graduate program.
5. Applicants must have taught one (1) year in the Sioux Valley School District 5-5 to be eligible. Effective July 1, 2014, teachers will be required to pay back 50% of any funds received if they voluntarily leave the district prior to three subsequent contract years from the contract year in which the funds were received.
6. Requests for reimbursement shall be submitted on a form provided by the Business Office.
7. Tuition reduction forms are available in the Business Office.

### 3.17 Grievance Procedure Policy

#### 1. Definitions:

- a. A "grievance" is a complaint by a teacher or a group of teachers based upon an alleged violation, misinterpretation, or inequitable application of any existing policies, rules, or regulations of the school district as they apply to conditions of employment or of any of the provisions of this agreement. The absence of or disagreement with existing policy, rules, or regulations, is not a "grievance" and may be subject to annual negotiation under the negotiation policy.
- b. The term "teacher", except where otherwise indicated, is considered to apply to any professional employee with a valid South Dakota certificate not classified as administrative personnel. The term "teacher" may include a group of teachers who are similarly affected by the grievance.
- c. An "aggrieved person" is a person or persons making the claim.
- d. 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 may be taken in order to resolve the problem.
- e. The term "days" when used in this policy shall, except where otherwise indicated, mean working school days.
- f. "Association" shall mean an association of teaching employees.
- g. The "board" shall mean the board of education of the Sioux Valley School District 5-5.

#### 2. Principles:

- a. The purpose of this procedure is to secure, at the lowest possible administrative level equitable solutions to the problem which may arise affecting the welfare or working conditions of teachers.
- b. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- c. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate representative of the association at any time.
- d. Any certified employee or group of employees has the right at any time to present any grievance to such persons or board through such channels as are designated for that purpose.

#### 3. Structure:

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

#### 4. Time Limits:

- a. 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.
- b. 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 may be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable.
- c. It is required that a teacher file a grievance within 15 days after the alleged violation.

#### 5. Informal Procedures:

- a. If a teacher has a grievance, he/she should first discuss the matter with his/her principal, administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problems informally.

- b. 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.
6. Formal Procedures:
- a. Level One: School Principal
    1. If any 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.
    2. The principal shall within five (5) days render his/her decision and its rationale in writing to the aggrieved person, with a copy to the association school representative for his/her file.
    3. 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.
  - b. Level Two: Superintendent of Schools
    1. 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 five (5) days after presentation of the grievance in writing, he/she may file the formal written grievance with the association's committee within three (3) days after the decision at Level One or eight (8) days after the grievance is presented, whichever is sooner.
    2. Within ten (10) days after receiving the formal written grievance, the committee shall provide an opportunity for the aggrieved person to meet with the committee for the purpose of reviewing the grievance, and the committee shall give to the aggrieved person a written opinion regarding the merits of the case.
    3. Within three (3) days after receiving the committee opinion, or within thirteen (13) days after the grievance was filed with the committee, whichever is sooner, the aggrieved person may file a written appeal with the committee for a hearing with the superintendent of schools. Within two (2) days of its receipt, the committee through its chairman shall submit such appeal to the superintendent.
    4. The superintendent of schools or his/her representative shall act for the administration at Level Two of the grievance procedure. Within the twenty (20) 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 hearings may be kept by either party. The superintendent shall, within three (3) days of the hearing, render his/her decision and its rationale in writing to the aggrieved person, with a copy to the committee.
    5. 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 by the superintendent.
  - c. Level Three: Board of Education
    1. 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 three (3) days after he/she has first met with the superintendent, he/she may file the grievance again with the association's committee within five (5) days after a decision by the superintendent, or ten (10) days after he/she has first met with the superintendent, whichever is sooner.
    2. After receiving such further appeal, the committee through its chairman may refer the grievance to the board of education for consideration at its next regular meeting.
    3. After receiving the written appeal, the board may appoint a fact finder 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 five (5) days.
  - d. Level Four: Arbitration
    1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within five (5) days after he/she has first met with the board he/she may, within five (5) days after a decision by the board or ten (10) days after he/she has first met with the board, whichever is sooner, request in writing to the committee and the association that his/her grievance be submitted to arbitration.
    2. If after following the grievance procedure enacted by the governing body, the grievance remains unresolved, it may be applied to the Director of Labor and Management, who shall conduct an investigation and hearing and shall issue an order covering the points raised.
7. Rights of Participation:
- a. No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
  - b. All parties in interest may be represented at all levels of the formal grievance procedure by persons of their own choosing.

- c. When a teacher is not represented by the association, and is in agreement, the association may have a representative present to state its views at all stages of the procedure (except at Level Three if the board elects to go into executive session.)

#### 8. Miscellaneous:

- a. If, in the judgment of the committee, the grievance affects a group, or class of teachers, the committee may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall begin at Level Two.
- b. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Article VI, Section D.
- c. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants.
- d. Forms for filing and processing grievances and other necessary documents shall be prepared by the superintendent and made available through building principals, association school representatives and the committee so as to facilitate operation of the grievance procedure.
- e. 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, that nothing contained herein shall deprive any teacher, administrator, or board of any legal right.
- f. If a grievant initiates an action in a duly constituted court of law, the procedural policy shall not be available unless directed otherwise by said court.
- g. This procedural policy shall be available in substance to all school district employees and their associations and is not confined solely to teaching employees.

#### 3.18 Vacancy Transfer Policy

As soon as a position opening occurs, or is known to be open, this fact shall be made known to the Sioux Valley faculty by a notification being given to all instructional personnel both during the school year and during the summer. Such notice shall be distributed by email during the school year. Existing faculty will be considered. This assumes that the faculty person is qualified by training or experience for the position.

#### 3.19 Safety

The Sioux Valley Board of Education and Sioux Valley Education Association seek to maintain a climate in the school and at school activities which is conducive to learning and protective of the safety and welfare of staff, students and guests. To achieve this goal, it may be necessary for school administrators or their designee to investigate any alleged incident.

#### 3.20 Mentorship Plan

Instructional staff new to the district or who may be moving to a different grade level and or subject, may request to be assigned to a mentor teacher for a period of no longer than one year. Certified staff with 2 years or more of service to the district and administrative approval are eligible to act as mentors. Mentors will be given a \$200 stipend per year. Mentors and Mentees will meet at least weekly and as needed. Teachers eligible and interested in being a mentor will place their name in the "mentor pool". Mentors and Mentees will be paired in like grade areas or by subject area if possible but that is not a requirement. Supervising principals will determine mentor/mentee assignments with mentor/mentee input.

##### Major Duties/Responsibilities:

1. Provide information and support on school procedures in the first days of the school year.
2. Assist mentee with creating goals for the year.
3. Hold bi-monthly conferences or more as needed with the mentee to discuss issues/progress. (This may be reduced to an as needed basis second semester if both mentor and mentee agree to the reduction.)
4. Provide a list of discussion items to the mentee's supervising principal once a month first semester and after meeting second semester.
5. Suggest teaching and classroom management strategies.
6. Be a role model in all aspects of professionalism.
7. Support and counsel the mentee.
8. \$100.00 to be paid in the December check and \$100.00 to be paid in the May check.

#### 3.21 Suspension

The Sioux Valley School District hereby grants the superintendent the discretion and authority to suspend any employee, with pay for up to 90 days, and without pay for up to 30 days to deal with allegations of sexual assault or similar issues that may require immediate administrative action.

3.22 Signature Page

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties.

This agreement was ratified on the 14 day of April, 2016.

In witness thereof:

For the SDEA/NEA/SVEA

*Cheryl Honomichl*

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Cheryl Honomichl  
Negotiations Committee Chair

4-28-2017

For the Sioux Valley School District 5-5  
Board of Education

*Laura K. Schuster*

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Laura K. Schuster, Superintendent  
Representative on behalf of SV School Board

4-28-2017