

MEA AGREEMENT

2008 - 2011

Section A. Recognition.

Pursuant to SDCL 3-18, the Board of Education of Mitchell School District #17-2, Davison County, South Dakota, hereinafter referred to as the “Board”, recognizes the Mitchell Education Association (MEA), an affiliate of the South Dakota Education Association (SDEA) and the National Education Association (NEA), hereinafter referred to as the “Association”, as the sole and exclusive representative for all certified, non-administrative employees of the Board. This Agreement shall be in effect from **July 1, 2008 – June 30, 2011.**

Section B. Benefits:

Health Insurance – Family Premium (effective 9-1 of the following years) will be paid:

2008-09:	59% by district and 41% by employee
2009-10:	57% by district and 43% by employee
2010-11:	55% by district and 45% by employee

* Any employee who shares family coverage with another employee shall be required to pay 5% of premium costs for a total of 10% for the married couple.

Single Premium (effective 7-01-08) will be paid 85% by the District and 15% by employee.

Dental Insurance – Family and Single Dental – District pays 80% and employee pays 20% of premium.

Life Insurance – All full time employees receive \$40,000 term life insurance at District cost. Employees can purchase up to an additional \$40,000 of life insurance at a cost of \$7.60 per month. There is no dependent life insurance.

Disability Insurance – All employees pay 100% of the premium, which is calculated by taking your annual salary and the district’s annual contribution to health insurance and multiplying by current multiplier as determined by the insurance company to determine your yearly premium.

Section C. Salary:

- A. For employees initially employed before July 1, 2005: Educational lanes of: BA, BA+12, BA+24, MA, MA+15, MA+30, MA+45, and MA+60. There shall be a 4% salary increase when a teacher moves to the next higher educational lane; this 4% salary increase shall be calculated after the employee’s annual salary increase is added.

For employees initially employed on or after July 1, 2005: Educational lanes of BA, BA+15, MA, MA+15, EdS, EdS+15, EdD/PhD. There shall be a \$2,000 salary increase when a teacher moves to the next higher educational lane.

- B. Teachers on the salary grid during the 2007-08 school year, who earned a year of experience, shall receive a \$2,000 increase in salary for the 2008-09 school year. For years 2009-10 and 2010-11, teachers shall receive a \$2,100 increase. All increases are based upon a 1.0 FTE.
- C. Teachers who obtain National Board Certification will receive a \$1,000 stipend (multiplied times FTE, not to exceed 1.0) each year for ten concurrent years.

However, such stipends will cease when and if the teacher leaves the employment of the Mitchell School District 17-2.

The Payment Schedule

- A. Certified employees shall be paid twice each month on or before the 15th and 30th. Employees may request salary payment over a 9-month period or 12 month period. The second payroll in December shall occur on December 30 except when this date falls on a weekend, in which case it shall occur on the first preceding weekday.
- B. First year certified employees may request to have their first year's payment schedule in 25 pay periods. (This would make the first payment period August 30 rather than September 15.)
- C. All certified employees shall be paid through direct deposit.

Section D. Policies:

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This MEA Agreement is signed this _____ day of _____, 2008.

FOR THE SCHOOL BOARD:

FOR THE ASSOCIATION:

Superintendent of Schools

MEA President

Board of Education President

MEA Chief Negotiator

MITCHELL SCHOOL DISTRICT NO. 17-2

OFFER OF EMPLOYMENT FOR CERTIFIED TEACHERS

728

The Board of Education may at any time after April 15th of the current year, submit a written offer of employment for the ensuing school year to certified teachers. To accept the offer, a teacher must sign it and return it to the office of the superintendent within fifteen calendar days of the issuance of the offer. If a teacher does not sign and return the offer within fifteen days, the offer will be deemed to be revoked.

MITCHELL SCHOOL DISTRICT NO. 17-2

ASSIGNMENTS AND TRANSFERS

722

Any vacancy which occurs in the school district shall be posted by email throughout the school district's system. Any certified employee who desires a transfer to the vacancy shall request the same in writing to the Superintendent within five (5) days of the posting. The Superintendent may interview those applying. If an applicant is not interviewed, the Superintendent shall, if requested by the applicant, advise the reason an interview was not conducted.

When an involuntary transfer is necessary, the district shall post by e-mail the position for five (5) days to determine if there is a request for voluntary transfers to the position. If no voluntary transfer is forthcoming, the involuntary transfer may occur. 1. The involuntarily transferred teacher will be notified in writing by the Superintendent or his/her designee of his/her transfer. 2. Employees involuntarily transferred and then placed in a different category on the Seniority List shall maintain seniority in both categories for 3 school years.

A certified employee who is involuntarily transferred shall have recall rights to the position they vacated if the same is open within two (2) years of the date of involuntary transfer.

MITCHELL SCHOOL DISTRICT NO. 17-2

TEACHING ASSIGNMENT

723

SENIOR HIGH:

Each full-time senior high teacher with more than an .8 assignment in language arts, mathematics, social studies, science, business education, family and consumer science, art, industrial technology, foreign language, physical education, driver education, special education or vocational education shall be assigned five periods or blocks of classes. The non-class periods or block assignments may include Student Responsibility Block, supervision, or comparable activity. Each assignment shall include, at a minimum, one planning period or block. If a teacher is assigned a sixth period or block of class they shall be paid five (5) percent of their teaching salary for each semester of the sixth period or block assignment. The additional pay shall not be part of the continuing contract of the teacher.

MIDDLE SCHOOL:

Each full-time middle school teacher with more than an .8 FTE assignment in language arts, mathematics, social studies, science, business education, family and consumer science, art, industrial technology, foreign language, physical education or special education shall be assigned three (3) blocks of teaching per day or its equivalent time. The non-class period assignments may include supervision or comparable activity and shall include team planning for core team members. Each assignment shall include, at a minimum, one planning period. If a teacher is assigned a fourth (4th) block of class, they shall be paid five percent (5%) of their teaching salary for each semester of the extra block assignment. In a two-day period, the teacher will not be assigned more than one (1) extra block assignment. The additional pay shall not be part of the continuing contract of the teacher.

Teachers who do not have classroom assignments (librarians, counselors, etc.) will be provided time for planning, but will not have planning time assigned to a specific block.

ELEMENTARY SCHOOLS:

Each full time elementary teacher (K-5), shall have an average of sixty (60) minutes per day for planning and preparation within the student day and he/she shall not be required to take a lunch time assignment. The lunch period is 25 minutes and the remaining time provided during lunch time is for planning and preparation. The school board shall employ non-teaching personnel for cafeteria and other lunch time assignments in the elementary school. Teachers who volunteer for such lunch time assignments shall be eligible for additional compensation. Teachers who volunteer for such lunch time assignment shall be paid at the rate of the hourly substitute pay for certified staff. Lunch time assignment shall be the period of time covering the student eating and recess lunch break.

Special Education teachers in grades K-5 may be eligible for additional compensation if the number of scheduled contact minutes with students during the school day exceeds 110 percent of the number of contact minutes for the regular elementary classroom teacher. The additional compensation will be five (5) percent of their teaching salary per semester. The teachers will submit a daily/weekly schedule and the sixth period pay request to the immediate supervisor. The supervisor will verify the request within three working days. At the end of that three working

day period, if the request is valid, the teacher and the supervisor will forward the request to the superintendent. After Board approval the compensation will be retroactive to the date the assignment exceeded the percent factor.

Teachers contract time after they assist with end of the day student dismissal is intended to be used for planning, preparation, staff meetings, or district committee meetings. Student supervisory assignments after school shall be kept to a minimum.

Regardless of the foregoing, each attendance center shall have a 7-hour student school day.

MITCHELL SCHOOL DISTRICT NO. 17-2

RELEASE FROM EXTRA-CURRICULAR ASSIGNMENT

723.01

Any employee who is directing an extra-curricular activity may request to be released from the assignment. Such written request must be submitted to the Activities Director and Superintendent by April 1st.

The activity from which the employee desires to be released will be posted by e-mail throughout the school district's system and advertised outside the school district.

If a suitable replacement cannot be found prior to the issuance of contracts for the ensuing school year, the requesting employee shall continue to direct the activity until such time as a replacement is hired.

MITCHELL SCHOOL DISTRICT NO. 17-2

JOB SHARING

723.02

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

MITCHELL SCHOOL DISTRICT NO. 17-2

STAFF REDUCTION

728.1

In the event that a staff reduction is necessary and normal attrition will not take care of the need to reduce staff, the appropriate reduction will occur within the following process:

1. Within each classification category as set forth in subparagraph 3, no employee will be considered for staff reduction except those who, when compared to the employee within the category with the least years of total service to the district have no more than 7 years of total service beyond that least senior employee.

(As an example, a K-6 elementary position must be reduced. The least senior elementary teacher is in his first year of service to the district. Any elementary teacher within category (3a) with 7 years or less of service would be eligible for reduction in force.)

(If a high school math position must be reduced and the least senior teacher in her 8th year of teaching with the district, anyone with 16 or more years of total service would be excluded from reduction in force consideration).

Total service to the district shall be the consideration. The number of years within a teaching category or within previous categories shall be irrelevant, except in the instance of an involuntary transfer. In the event an employee has been involuntarily transferred to a new category, that employee shall maintain seniority in both categories for three (3) years.

2. Of those employees then considered for reduction, the following criteria, not necessarily in order of importance, may be used:
 - a. Non-degree teachers.
 - b. Certification within the teaching area.
 - c. Teachers with emergency or temporary certification.
 - d. Experience within the teaching area.
 - e. Teachers who are not in or beyond their fourth full term of employment within the district.
 - f. Evaluations.
 - g. Teachers in or beyond their fourth full term of employment within the district.
 - h. Program priorities or student needs.
3. Classification: Each teacher shall be classified according to one or more of the following categories:
 - a. Elementary school classroom teacher. (K-6)
 - b. Elementary school classroom teacher by specialized area or department.
 - c. Secondary school teacher (middle and senior high school, (K-12) by specialized area or departments. Elementary and secondary school art, music, physical education, library, speech therapy, learning disabilities, counselors, and other special education teachers.
 - d. The foreign language department shall be subdivided into specific languages.

f. Alternative School Teacher

Classification shall be determined on the basis of the teacher's current teaching assignment(s). Teachers involuntarily transferred shall maintain seniority in both current assignment(s) and that assignment(s) held at the time of the involuntary transfer. Dual classification shall be maintained for three (3) years.

Occasionally, teachers will be placed on special assignment. This occurs when a teacher remains under contract with the district but is performing duties for the state or ESA, such as for the South Dakota Reads Program. When a teacher is offered a special assignment of this type, the district shall notify the teacher of their classification category under the special assignment at the time the offer is made.

RECALL

A teacher laid off pursuant to this policy shall have recall rights to positions for which they are certified and qualified within the classification held upon layoff for a period of one (1) calendar year from the effective date of such layoff.

Teachers laid off shall be recalled to available positions, if qualified, in the reverse order of their layoff. Laid off teachers shall be notified of vacancies, if qualified, by registered mail sent to the teacher's address on file with the District.

Failure to respond to such notification within fourteen (14) calendar days of the date of mailing such notification or refusal to accept the position being offered shall result in the termination of the teacher's right of recall to any future positions.

MITCHELLSCHOOL DISTRICT NO. 17-2

EARLY RETIREMENT (Certificated Employees)

728.3

Any certificated employee hired before September 1, 2001 shall be eligible for the following early retirement provisions. For all certificated employees hired after September 1, 2001 no district early retirement policy shall be in effect.

Employees of the school district may find it necessary or desirable to retire early from employment with the school district. Early retirement is voluntary and may be taken under the terms and conditions set forth in this policy.

1. Eligibility – An employee is eligible for early retirement if:
 - A. Such employee is not less than 55 years of age, not greater than 62 years of age, and has 15 years or more service with the Mitchell School District No. 17-2, plus any service with any other district organized into the Mitchell School District.Or:
 - B. such employee is not greater than 62 years of age, and has 32 years or more service with Mitchell School District No. 17-2, plus any service with any other district organized into the Mitchell School District.
2. A letter requesting early retirement shall be submitted to the Superintendent by March 15th, in the year in which retirement will occur. The Board will act upon the request and notify the applicant within thirty (30) days of that date.
3. All benefits offered by the district with full-term retirement will be provided with early retirements.
4. A teacher who elects early retirement may remain in the medical insurance group and the life insurance group, but will assume the entire payment of the insurance premium until age 65. Dental insurance may be continued at the expense of the retiree during the eighteen (18) month COBRA rights period only.
5. Retirement age for the purpose of this policy shall be determined as of the First Day of September following termination of employment.
6. Lump sum payment and monthly payments shall be reduced by all required deductions under federal and state statutes.
7. The retiring employee shall be paid the following dollar benefits:
 - a. A lump sum shall be determined by multiplying the years of experience in the Mitchell School District by the dollar amount established in the base year of 1992 with an annual adjustment as noted in paragraph 7c. The lump sum portion of the benefit will be payable on any regularly scheduled payday between July 1 and January 31 at the discretion of the retiree, in the school year after the effective retirement date.

- b. A monthly payment to the retiree based on the dollar amount established in the base year of 1992 with an annual adjustment as noted in paragraph 7c, until the retiree reaches the age of 62 at which time the monthly payments shall cease.
 - c. The dollar amounts referred to in paragraphs 7a and 7b will be adjusted annually on July 1st by the percentage adjustment applied by the federal government to the social security retirement benefits, as noted in the chart below.
8. Should the retiree die before reaching age 62 the monthly benefit will be paid to the retiree's primary beneficiary and will cease when the retiree's age would have reached 62.
 9. The early retirement benefit pay out cannot exceed 100% of the retiree's highest salary while employed by the district (not including extra duty) at the time of the retiree's retirement.
 10. Definition of Retirement – "Retirement" as used in this policy shall mean severance of active employment with the school district.

History of Social Security Increases for Early Retirement
Teachers

	Annual	Monthly
	217.28	325.90
1996	2.60%	2.60%
	222.93	334.37
1997	2.90%	2.90%
	229.39	344.07
1998	2.10%	2.10%
	234.21	351.30
1999	1.30%	1.30%
	237.25	355.87
2000	2.40%	2.40%
	242.94	364.41
2001	3.50%	3.50%
	251.44	377.16
2002	2.60%	2.60%
	257.97	386.96
2003	1.40%	1.40%
	261.58	392.37
2004	2.10%	2.10%
	267.07	400.60
2005	2.70%	2.70%
	274.28	411.41

MITCHELL SCHOOL DISTRICT NO. 17-2

INITIAL SALARY DETERMINATION

715.61

The initial salary determination of a teacher shall be a matter between that teacher and the District. The District may place the teacher at any experience level that is acceptable to the teacher. However, placement beyond actual years of experience shall only be permitted for initial employment by the District. In lieu of placement beyond actual years of experience, a one year signing bonus may be offered to enhance placement if deemed necessary. Teachers may not be placed beyond their actual educational background. Educational background is in reference to the degrees and hours beyond such degrees of the respective teacher. Hiring of any employee done beyond the hiring schedule, determined annually by the superintendent of schools, shall be communicated with rationale to the MEA president.

A year of experience shall be gained only when the teacher has worked at least 125 days of the regular school year. Negotiated leave shall not count against the teacher in gaining a year of experience. Advancement may be held for a teacher as a disciplinary action or as part of the evaluation process upon a vote of the Board.

A part-time teacher shall advance at the same rate as a full-time teacher.

TEACHER "HIRING SCHEDULE"
2008-2009

STEP BASE	BA SALARY	BA+15 SALARY	MA SALARY	MA+15 SALARY	EDS SALARY	EDS+15 SALARY	EDD/PHD SALARY
	30,000	32,000	34,000	36,000	38,000	40,000	42,000
1	30,100	32,100	34,100	36,100	38,100	40,100	42,100
2	30,350	32,350	34,350	36,350	38,350	40,350	42,350
3	30,625	32,625	34,625	36,625	38,625	40,625	42,625
4	30,825	32,825	34,825	36,825	38,825	40,825	42,825
5	31,125	33,125	35,125	37,125	39,125	41,125	43,125
6	31,325	33,325	35,325	37,325	39,325	41,325	43,325
7	31,600	33,600	35,600	37,600	39,600	41,600	43,600
8	31,755	33,755	35,755	37,755	39,755	41,755	43,755
9	32,120	34,120	36,120	38,120	40,120	42,120	44,120
10	32,145	34,145	36,145	38,145	40,145	42,145	44,145

THIS IS A HIRING SCHEDULE ONLY. NO ONE IS HIRED IN BEYOND STEP 10 UNLESS APPROVED BY THE SUPERINTENDENT.

ALL LANE TRANSFERS RECEIVE A \$2,000 INCREASE IN SALARY AFTER NEGOTIATIONS

**TEACHER "HIRING SCHEDULE"
2009-2010**

STEP BASE	BA SALARY	BA+15 SALARY	MA SALARY	MA+15 SALARY	EDS SALARY	EDS+15 SALARY	EDD/PHD SALARY
	32,000	34,000	36,000	38,000	40,000	42,000	44,000
1	32,100	34,100	36,100	38,100	40,100	42,100	44,100
2	32,200	34,200	36,200	38,200	40,200	42,200	44,200
3	32,450	34,450	36,450	38,450	40,450	42,450	44,450
4	32,725	34,725	36,725	38,725	40,725	42,725	44,725
5	32,925	34,925	36,925	38,925	40,925	42,925	44,925
6	33,225	35,225	37,225	39,225	41,225	43,225	45,225
7	33,425	35,425	37,425	39,425	41,425	43,425	45,425
8	33,700	35,700	37,700	39,700	41,700	43,700	45,700
9	33,855	35,855	37,855	39,855	41,855	43,855	45,855
10	34,220	36,220	38,220	40,220	42,220	44,220	46,220

THIS IS A HIRING SCHEDULE ONLY. NO ONE IS HIRED IN BEYOND STEP 10 UNLESS APPROVED BY THE SUPERINTENDENT.
ALL LANE TRANSFERS RECEIVE A \$2,000 INCREASE IN SALARY AFTER NEGOTIATIONS

**TEACHER "HIRING SCHEDULE"
2010-2011**

STEP BASE	BA SALARY	BA+15 SALARY	MA SALARY	MA+15 SALARY	EDS SALARY	EDS+15 SALARY	EDD/PHD SALARY
	34,000	36,000	38,000	40,000	42,000	44,000	46,000
1	34,100	36,100	38,100	40,100	42,100	44,100	46,100
2	34,200	36,200	38,200	40,200	42,200	44,200	46,200
3	34,300	36,300	38,300	40,300	42,300	44,300	46,300
4	34,550	36,550	38,550	40,550	42,550	44,559	46,550
5	34,825	36,825	38,825	40,825	42,825	44,825	46,825
6	35,025	37,025	39,025	41,025	43,025	45,025	47,025
7	35,325	37,325	39,325	41,325	43,325	45,325	47,325
8	35,525	37,525	39,525	41,525	43,525	45,525	47,525
9	35,800	37,800	39,800	41,800	43,800	45,800	47,800
10	35,955	37,955	39,955	41,955	43,955	45,955	47,955

THIS IS A HIRING SCHEDULE ONLY. NO ONE IS HIRED IN BEYOND STEP 10 UNLESS APPROVED BY THE SUPERINTENDENT.
ALL LANE TRANSFERS RECEIVE A \$2,000 INCREASE IN SALARY AFTER NEGOTIATIONS

MITCHELL SCHOOL DISTRICT NO. 17-2

PROFESSIONAL ADVANCEMENT

715.6

All teachers, counselors, and librarians (K-12) shall be required to successfully complete additional college courses, or obtain Professional Development Credit for BA and MA Degrees as prescribed by the State.

The starting date for this requirement shall be either the date of employment or the date upon which the degree is initially recognized for salary purposes, whichever is later.

Teachers may apply for a lane change prior to the start of any year based upon the total semester hours, or equivalent quarter hours obtained and the provisions of this policy. Teachers may be credited for no more than one lane change per year. The teacher's professional advancement will be granted when the official transcript, or other written authorized verification, for successful completion of the required credits within the above guidelines is presented to the Superintendent prior to September 1st. However, the Superintendent must be notified, by June 1 that a lane change is intended.

All courses to be applied to a lane change must be graduate credit and shall be in the teacher's field of teaching, principles of learning, principles of teaching, part of a college approved master's program, or an area required by the District. Credit for extension courses, TV courses, workshops, or travel may be accepted if they meet all other requirements specified in this policy. All courses must be approved by the Superintendent.

For purposes of professional advancement or initial salary determination, National Board Certification shall be considered equivalent to a master's degree. However, nothing in this paragraph shall be construed to allow more than one lane change per year.

MITCHELL SCHOOL DISTRICT NO. 17-2

PROFESSIONAL INVOLVEMENT FOR IMPROVEMENT OF EDUCATION

715.62

This program is intended to recognize teachers and specialists who volunteer to participate in specific areas of value and improvement for the district. Determination of eligibility for stipends identified in this policy shall be made by the P.I.I.E. Committee.

The P.I.I.E. Committee shall be comprised of one administrator appointed by the Superintendent, one board member approved by the Board, and two teachers identified by MEA.

All P.I.I.E. applications must be submitted to the P.I.I.E. Committee by December 1 of the school year to be awarded. Each application must be submitted on the P.I.I.E. application form. Chairpersons for committees shall submit the P.I.I.E. application form for all of the committee members. Other areas identified in this policy shall be submitted by the appropriate supervisor.

The P.I.I.E. Committee shall review all applications by January 1. Notification of eligibility for stipends will be made to all persons by January 15.

Applications received after December 1 will receive consideration for a stipend only if P.I.I.E. funds still remain uncommitted.

Approved participants may exchange the P.I.I.E. stipend for a professional development activity (not to exceed the value of the stipend) and approved by the appropriate supervisor. Professional development activities may include workshops, travel, lodging (with proof of payment), materials for workshop/class, college classes (these may be used for recertification and/or lane changes, or any other activity that the appropriate supervisor approves.) Persons wishing to use the professional development option may carry over the approved stipend for one academic year. If the professional development option has not been used by the end of one academic year, the participant must submit a voucher to receive the stipend.

After ten hours have been worked outside the regular work day, approved participants will receive the hourly rate for the ten hours worked and each subsequent hour worked outside the regular work day up to a total of twenty-five (25) hours annually, as established by policy 715.11.

Chairpersons of committees shall receive 150 percent of committee member stipend. The chairperson will communicate this policy to members at their first scheduled meeting. Committee members who do not actively participate in the full committee process, upon recommendation of the chairperson, will not receive the approved stipend. Chairpersons must notify all participants by May 1st of stipend eligibility.

Each building's MDT team is eligible for the P.I.I.E. stipend if the identified requirements for the committees are met. (Teams must meet outside the regular work day). Individuals with MDT obligations in two or more buildings will total all eligible hours for MDT's to determine the ten hour minimum qualifier and will be compensated up to a maximum of 30 hours of the combined total.

The following responsibilities will be included as part of the annual contract. Persons will be identified for these responsibilities prior to the issuance of annual contracts:

PROFESSIONAL INVOLVEMENT FOR IMPROVEMENT OF EDUCATION

715.62

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*Grade Level Chairperson	\$ 150
*Department Head (as identified by building principal)	\$ 150
*Middle School Team Leader (as identified by building principal)	\$ 200
*Principal's Cabinet	\$ 100
*Prom Chairperson	\$ 100
*National Honor Society Program Chairperson	\$ 50
*Teacher of the Year Committee Chairperson	\$ 50
*Homecoming Advisor	\$ 50
*Graduation Speech Advisor	\$ 50
*Graduation Committee Chairperson	\$ 50
*Building Website Coordinator	\$ 150
*Elementary/Middle School Student Council	\$ 150
*Modern Woodmen Speech Contest Organizer	\$ 50

MITCHELL SCHOOL DISTRICT NO. 17-2

EXTRA-CURRICULAR SALARY SCHEDULE

715.7R

Extra-Curricular Pay Committee:

The extra-curricular pay committee shall be made up of seven members. The members shall be two (2) board members, one (1) secondary administrator, the Activities Director, and three (3) faculty members. The Activities Director shall chair the committee. The purpose of the committee shall be the ongoing review of extra-curricular operations as they relate to employee compensation.

The Activities Director will call at least three (3) meetings each school year. The Activities Director will propose dates and time; however, one meeting must be called each of these months: September, November, and April. At least five members of the committee must be present at each meeting. All recommendations of the extra-curricular pay committee, when appropriate, shall be submitted to the MEA and Mitchell School District through the negotiations process.

Extra-Curricular Compensation:

Annual Increases: The chart that follows indicates the base pay for each extra-curricular position. Each year, the base pay will increase by 1%. For every year they have sponsored the same extra-curricular activity, the employee will receive a 3% experience increase, for up to a maximum of 13 years.

Grandfather Clause: Any extra-curricular sponsor who was employed as an extra-curricular sponsor with the Mitchell School District prior to July 1, 2003 shall receive the higher of the amount indicated in the preceding paragraph or their current pay.

Sponsors without Teaching Certificates: Any extra-curricular sponsor who has never held a teaching certificate will receive 85% of the amount indicated in the first paragraph of this section. However, in the event that a sponsor cannot be located for this level of compensation, the Activities Director may hire the sponsor at the full amount indicate in this first paragraph of this section.

	05-06 Salary	06-07 Salary	07-08 Salary		05-06 Salary	06-07 Salary	07-08 Salary
Position				Position			
Head Boys BB	4479	4524	4569	Head Girls Soccer	2000	2020	2040
Asst. Boys BB	3136	3167	3199	Head Girls Golf	2544	2569	2595
10 th Boys BB	2688	2715	2742	Asst. Girls Golf	1781	1799	1817
9 th Boys BB	2240	2262	2285	Head Track	3214	3246	3279
8 th Boys BB	1792	1810	1828	Asst. Varsity Track	2249	2271	2294
Asst. 8 th Boys BB	1567	1583	1599	Asst. Varsity Track	2249	2271	2294
7 th Boys BB	1792	1810	1828	Asst. Varsity Track	2249	2271	2294
Asst. 7 th Boys BB	1567	1583	1599	Asst. Varsity Track	2249	2271	2294
Head FB	3296*	3577*	3858*	Head MS Track	1285	1298	1311
Asst. Varsity FB	2279*	2447*	2614*	Asst. MS Track	1126	1137	1149
Asst. Varsity FB	2279*	2447*	2614*	Asst. MS Track	1126	1137	1149
Asst. Varsity FB	2279*	2447*	2614*	Asst. MS Track	1126	1137	1149
Head 10 th FB	2030	2250	2469	Head Cross Country	2274	2297	2320
Asst. 10 th FB	1870	2082	2294	Asst. Cross Country	1591	1607	1623
Head 9 th FB	1713	1919	2123	Head Debate	4785	4833	4881
Asst. 9 th FB	1572	1787	2001	Asst. Debate	3352	3386	3419
Head 8 th FB	1364	1522	1679	SH Declam	1121	1132	1144
Asst. 8 th FB	1221	1388	1553	MS Declam	384	388	392
Head 7 th FB	1346	1486	1625	MS Declam	384	388	392
Asst. 7 th FB	1202	1350	1498	One Act Play	1409	1423	1437
Head Wrestling	4241	4283	4326	Asst. One Act Play	987	997	1007
Asst. Wrestling	2968	2998	3028	Co-Musical	1606	1622	1638
Asst. Wrestling	2968	2998	3028	Co-Musical	1606	1622	1638
Hd. MS Wrestling	1697	1714	1731	MS Musical	1260	1273	1285
Ast. MS Wrestling	1485	1500	1515	Fall Play	1326	1339	1353
Hd. Boys Tennis	2869	2898	2927	SH Yearbook	4196	4238	4280
Ast. Boys Tennis	2008	2028	2048	SH Newspaper	3346	3379	3413
Intramurals	863	872	880	MS Yearbook	905	914	923
Head Boys Golf	2544	2569	2595	SH Jazz Band	926	935	945
Asst. Boys Golf	1781	1799	1817	Hd. Marching Band	2486	2511	2536
Head Girls BB	4479	4524	4569	Asst. Marching Band	1740	1757	1775
Asst. Girls BB	3136	3167	3199	Asst. Marching Band	1492	1507	1522
10 th Girls BB	2688	2715	2742	Drumline	575	581	587
9 th Girls BB	2240	2262	2285	MS Jazz Band	916	925	934
8 th Girls BB	1792	1810	1828	Pep Band	1098	1109	1120
Ast. 8 th Girls BB	1567	1583	1599	Show Pit Band	2577	2603	2629
7 th Girls BB	1792	1810	1828	SH Show Choir	4674	4721	4768
Ast. 7 th Girls BB	1567	1583	1599	MS Show Choir	1293	1306	1319
Hd Gymnastics	3928	3967	4007	MS Vocal	1192	1204	1216
Ast. Gymnastics	2750	2778	2805	SH Cheer Advisor	4217	4259	4302
Head Volleyball	3793	3831	3869	Video Club	287	290	293
Asst. Volleyball	2654	2681	2707	FFA Advisor	575	581	587
10 th Volleyball	2276	2299	2322	FBLA Advisor	860	869	877
9 th Volleyball	1898	1917	1936	Quiz Bowl Advisor	1389	1403	1417
8 th Volleyball	1517	1532	1548	FCCLA Advisor	575	581	587
Asst. 8 th VB	1328	1341	1355	SH Student Council	1992	2012	2032
7 th Volleyball	1517	1532	1548				
Asst. 7 th VB	1328	1341	1355				
Asst. 7/8 VB	1328	1341	1355				
Hd Girls Tennis	2869	2898	2927				
Asst. Girls Tennis	2008	2028	2048				

MITCHELL SCHOOL DISTRICT NO. 17-2

PROFESSIONAL STAFF SUPPLEMENTARY PAY

715.80

Schedule for: Distance Learning; Vocational Agriculture; and World of Work

Distance Learning: A teacher who teaches a class or classes over the South Dakota Satellite Network or the Sanborn Interactive Video Network will be eligible for supplementary pay. The supplemental pay shall consist of a one time course development stipend and assistance from the MTI course design specialist. Additional pay will be provided for each class taught each semester. MTI Teleport also will provide appropriate clerical assistance to support distance classes.

Course Development Stipend - \$500.00. Course Pay - Sixth Period Pay (when applicable) or \$50.00 per site; (includes host site) plus \$15.00 per student enrolled.

This policy does not apply to instructors employed exclusively to teach only on the DDN.

Vocational Agriculture: One teacher who teaches Vocational Agriculture classes will be eligible for supplementary pay. The pay shall consist of extra days on the teaching contract for summer contract with students to monitor progress on class and FFA related projects.

Summer Monitoring - 30 days

World of Work: World of Work Instructors will be paid a stipend of \$100.00 per semester and the mileage rate as established by the State of South Dakota.

MITCHELL SCHOOL DISTRICT 17-2

EXTRA PAYMENTS TO CONTRACTED TEACHERS

715.11

Contracted teachers have traditionally been required to perform certain activities for the school district and the children, which it serves without additional pay. Certain activities, however, have earned additional pay beyond that noted in the contract. In order to eliminate confusion over which activities earn extra pay and which do not, the following list shall be respected by both the district and contracted teachers:

1. Sixth Class Assignments or Extra Teaching Time: The applicable language shall be found under 'Teaching Assignment.' (723)
2. Extracurricular Duties: These shall be found within the Extracurricular Salary Schedule. (715.7R)
3. Professional Involvement for the Improvement of Education Activities: These shall be found within the P.I.I.E. language. (715.62)
4. Activity Program Supervision and Passes: This shall be governed by the Activity Program Passes language. (451)
5. Multi-disciplinary Teams and Individualized Educational Program (IEP) Teams. Once these teams have met for ten hours, contracted teachers will be paid for a maximum of 30 hours (IEP) and 25 hours (MDT) which will include the initial 10 hours, at a rate of \$15.00 per hour. Only hours outside the regular contracted school day shall count against the initial ten or subsequent 25 or 30 hours.
6. Curriculum Committees: When appointed to a curriculum committee by their building-level principal, contracted teachers shall be compensated at a rate of \$15.00 per hour for curriculum work, outside the regular contracted school day, once the curriculum committee has met for 10 hours, and for a maximum of 25 hours, including the initial 10 hours. Time spent at professional conferences and workshops shall not be compensated hours.
7. Other Committees: At the initiation of any other district committee, the office of the superintendent shall determine that the committee is either compensated or uncompensated. If compensated, the rate shall be \$15.00 per hour for all hours outside the regular contracted school day.
8. Other Duties as Assigned: Other duties, such as those traditionally described on the Mitchell Senior High Volunteer List and including but not limited to Homecoming activities, prom chaperoning, school sponsored events, fundraising assistance, school dance chaperoning, athletic event supervision not covered under the activity ticket language, honor society selection groups, etc. shall be uncompensated. Should volunteers not come forth, such duties may be assigned, also without additional compensation.

9. Substituting: When a contracted teacher is asked to substitute for another during their open period, they shall be compensated at a rate of \$20.00 per hour or \$30.00 per middle school/high school block.

Contracted teachers substituting beyond fifteen (15) consecutive days in the same assignment will receive, on the 16th day, their daily rate of pay. Such additional FTE, however, may be reduced when appropriate at the discretion of the administration and not fall under staff reduction language provisions. (728)

10. Summer School: Teachers who agree to teach summer school shall be compensated at a rate of \$20.00 per hour.

11. Staff Development: Contracted teachers who teach staff development programs for the district shall be compensated at a rate of \$20.00 per hour. If the district offers staff development opportunities to district teachers and elects to do so, it may compensate participating teachers at a rate of \$15.00 per hour. The district may also offer such opportunities without compensation. The decision to offer or not offer compensation shall be made by the office of the superintendent.

12.21st Century After School Grant Program: Any certified instructor, currently under contract with the Mitchell School District, hired to fill the position of Building Coordinator shall be compensated at a rate of pay equal to his/her salary X FTE, plus equivalent benefits as specified in policy 715.3, though no employee can receive more than 100% district payment toward insurance plans. Such an employee would receive fringe benefits in the same percentage as the assignment is to full.

13. For work, training, and other tasks outside the contract year, the district shall make one of four potential compensation offers:

- A. No compensation
- B. \$15.00 per hour for non-teaching and \$20.00 per hour for teaching duties.
- C. Per diem, based upon Master's lane; and
- D. Per diem, based upon the teacher's contracted compensation from the previous school year.

Compensation rates may vary from year to year.

(Compensation rates for the Reading First basic grant, ending in the 2005-06 school year, and for the Laptop professional development grant, ending in the 2006-07 school year, shall remain at \$12.50 and \$17.50 for participants and presenters, respectively.)

MITCHELL SCHOOL DISTRICT 17-2

REQUIRED TRAVEL BETWEEN BUILDINGS

715.21

The District shall reimburse district personnel for regular required travel between buildings to meet teaching assignments. Travel for extra-curricular activities shall be included. The rate of pay shall be established by the Board as the chart indicates.

Any teacher who is required to work in more than one building shall be assigned a home building for the purpose of meetings and additional building responsibilities.

MITCHELL SCHOOL DISTRICT NO. 17-2

Rates Per Trip Between District Buildings

715.21R

	Admin.	LBW	GBR	LO	MS	SH	MTI
Administration	X	1.5	0.6	0.7	1	0.9	0.8
L. B. Williams	1.5	X	2	1.9	1.8	2.2	2.1
Gertie Belle Rogers	0.6	2	X	1.4	0.8	0.5	0.6
Longfellow	0.7	1.9	1.4	X	2.2	0.9	0.8
Middle School	1	1.8	0.8	2.2	X	1.4	1.3
Senior High	0.9	2.2	0.5	0.9	1.4	X	-
MTI	0.8	2.1	0.6	0.8	1.3	-	X

Mileage reimbursement at current state rate.

MITCHELL SCHOOL DISTRICT NO. 17-2

FRINGE BENEFITS – PART-TIME EMPLOYEES

715.3

Fringe benefits shall mean group insurance programs officially adopted by the District. Any other meaning of the term shall be specified in writing within the respective policy containing such reference.

All certificated employees who work at least seventy-five (75) percent of full time shall have the same benefits and privileges as those who work full time.

Employees who work less than seventy-five (75) percent but fifty (50) percent or more of full time shall receive fringe benefits in the same percentage as the assignment is to full time.

Full time is determined by the individual teaching contract.

NOTE: Part-time employees should review Policy No. 715.8 regarding sick leave benefits and Policy No. 728.1 regarding staff reduction.

21st Century After School Grant Program: Employees who work more than 100% of full-time in this program shall receive fringe benefits in the same percentage as the assignment is to full.

MITCHELL SCHOOL DISTRICT NO. 17-2

SICK LEAVE
(K-12 Certificated Employees)

715.85

Sick leave shall be provided to an employee who is unable to perform the normal functions of their job due to illness or injury according to the requirement below. The employee shall apply for the leave upon returning to work and the Superintendent, or designee, will determine if it is to be granted as provided in this policy.

The use of sick leave for medical or dental appointments will require approval in advance by the Superintendent, or designee. Approval shall be given only in an unavoidable conflict with employment hours.

- A. All certified employees who work at least seventy-five (75) percent of full time shall receive sick leave credit at the rate of one (1) day per contract month of the year actually on the job (nine month employees shall count September-May), plus one (1) additional day per year. There shall be no limitation on the accumulation of sick leave credit for all certificated employees.
- B. All certificated employees who work less than seventy-five (75) percent of full time shall receive sick leave credit at the rate of one (1) pro-rated day per contract month actually on the job plus one (1) additional day per year (e.g. employee works .7 of full time and receives one .7 day per month worked, plus one .7 day per year). Sick leave accumulated as a full time employee can be retained until used, and sick leave earned as a part-time employee will accumulate. There shall be no limitation on such accumulation.

Any employee who uses sick leave for sixty (60) consecutive working days will apply to convert to the employee's long-term disability program beginning on the 61st day or when the employee's personal sick leave is depleted.

Sick leave may also be used when the employee's spouse, child or parent requires hospitalization for a serious illness. However, sick leave usage for parents under this provision shall be limited to 2 days per year. Additionally, sick leave may also be used when other relatives, legally dependent upon the employee as declared by a court of competent jurisdiction, require hospitalization for a serious illness.

Sick leave for the year shall be credited to the employee on the first day of work in any year. The most recently earned sick leave shall be used in the reduction of any accumulative sick leave. Sick leave will be pro-rated in the event that an employee works less than a full year.

Charges against an employee's sick leave credit shall be made for absence on days a person is scheduled to work and receive pay. Sick leave may not be taken for less than one-half (1/2) day at a time, except in cases where employee works less than .5 of a day, when sick leave is charged for the absence. The Superintendent, or designee, may at their discretion grant leave from work for a brief period of time which is not charged to sick leave.

An employee whose illness involves pregnancy, delivery, and recovery from delivery shall be eligible for sick leave in the same manner as for any other illness. After delivery, thirty (30) sick days may be used. All sick days must be used within one school calendar year. Any additional

sick leave days must be requested in writing by attending physician. An employee may take six additional weeks of unpaid leave as per Family Medical Leave Act.

Each employee will also have available an additional three (3) days beyond the annual ten days to use to care for a dependent child or spouse who has a short-term illness or injury. These days are not accumulative.

An employee who has used the three (3) days for a dependent child or spouse health care may use personal sick leave days to tend to a dependent child or spouse for health reasons.

A sick leave bank will be available to those employees who contribute to the bank. Employees who use all of their sick leave in one school year may access additional days due to a serious injury or illness when approved by the superintendent. A request for access to the sick leave bank will require a doctor's certificate provided by the employee indicating the seriousness of the illness or injury. Those additional days shall not exceed the days needed to begin the date of the employee's long-term disability coverage. Those employees contributing to the sick leave bank who choose not to participate in the long-term disability coverage and use all their sick leave in one school year may request access to the sick leave bank due to serious illness or injury for the number of days equal to the days needed to qualify for long-term disability coverage. Days needed beyond that number will be pay deduct leave. Any employee may also apply to the sick leave bank if an immediate family member has an illness or injury. These requests may require a doctor's certificate. The length of such leave shall be determined by the superintendent and the individual.

An employee may make a contribution to the sick leave bank prior to the beginning of each school year. Contribution forms will be made available by the district in the new school year employee packet. New employees shall be made aware of the sick leave bank policy during orientation and may make a contribution to the sick leave bank at that time by contributing one sick day. Contributions to the sick leave bank by continuing employees will be deducted from the employee's sick leave accumulation for use as sick leave or use in the severance benefit formula. Such contributions will not affect the employee's wellness pay benefit. A retiring employee may contribute unused sick leave remaining after deduction for days used in severance benefit and days deducted for receiving wellness stipends. If no days are available in the sick leave bank when any employee requires days from the bank, the employee will be given pay deduct leave for the days needed. The contribution of sick leave days to sick leave bank outlined in this paragraph will be reviewed during negotiations.

Employees who use days from the sick bank will repay those days in subsequent years at the rate of three days per year (or higher if voluntarily elected by the employee) until the entire number of sick days borrowed from the bank is paid back to the bank. In the event that an employee discontinues employment with the district before all borrowed days are paid back, the remaining days will simply be 'written off' and the person leaving the district shall have no further obligation to the bank. During the school year if the sick leave bank is depleted, employees will be notified and employees will be allowed to make an emergency contribution at that time.

The Superintendent, or designee, may require a physician's statement certifying illness if an employee has an extended illness or is frequently ill.

Any deliberate abuse of this leave provision shall subject the employee to disciplinary action or possible discharge as determined by the Board, upon the Superintendent's recommendation.

Unused sick leave may be converted to a severance benefit based on the following formula:

Severance Benefit Formula:

Certified employees leaving the district for reasons other than non-renewal
Who have completed continuous years of employment for:

10 through 14 years = \$20 x accumulated sick leave days
(not to exceed 100 days) x 50% = severance benefit

15 years and above = \$20 x accumulated sick leave days
(not to exceed 100 days) x 100% = severance benefit

Any K-12 certificated employee who completes the entire year of employment or an equivalent number of consecutive work days without any absence requiring the use of this policy may choose to receive a \$200 wellness stipend rather than have the days accumulate toward the severance benefit. Days paid back for prior years' sick bank usage shall not disqualify an employee for this wellness stipend.

For each year that an employee chooses the wellness stipend after 1991-92 the ten sick days accumulated during that time will be added to the employee's accumulated sick leave for use as sick leave only; but will not be credited to the employee's accumulated sick leave total for use in the severance benefit formula.

*Immediate family defined: Foster parents, foster children, wife, husband, daughter, daughter-in-law, son, son-in-law, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, grandmother, grandfather, grand-daughter, and grandson.

MITCHELL SCHOOL DISTRICT NO. 17-2

SICK LEAVE (Certified Employees)

715.85R

WELLNESS PAY APPLICATION

Name _____

Social Security No. _____

Date of Last used Sick Leave _____
(or Dependant Leave) _____

() I hereby apply for "Wellness Pay" of \$200 as provided in Policy 715.85 (Sick Leave K-12 Certified Employees).

() I am eligible for "Wellness Pay" as provided in Policy 715.85 (Sick Leave K-12 Certified Employees) but hereby elected to have the days credited to Severance Pay as provided in Policy 715.85 (Sick Leave K-12 Certified Employees).

I declare and affirm under penalties of perjury that this claim is to the best of my knowledge and belief in all things true and correct.

Signature

Date

MITCHELL SCHOOL DISTRICT NO. 17-2

COORDINATION OF SICK LEAVE AND LONG TERM DISABILITY BENEFITS 715.31

Since the sick leave benefits and insurance benefit programs provided for the personnel in the Mitchell School District are implemented for the purpose of preventing employees from suffering financial hardship in case of long term disability, it shall be the policy that no employee can draw the long term disability benefits and sick leave benefits to cover the same period of time.

MITCHELL SCHOOL DISTRICT NO. 17-2

JURY/LEGAL DUTY – CERTIFIED PERSONNEL

715.42

The Board of education recognizes that the successful functioning of our democratic society depends upon all individuals accepting their responsibility as defined by South Dakota Law.

1. When an employee is called for jury duty scheduled at a time when he or she is performing duties for the school district, this information should be brought to the attention of his or her supervisor immediately.
2. If the jury duty is scheduled at a time when the employee is scheduled to perform duties for the school district, the employee will decide whether he or she wishes to continue to receive the regular pay and turn in the court compensation to the school district or keep the court compensation and take salary deduct.
3. Staff members who work part-time will be required to reimburse the school district for jury pay for the same percentage of time they are employed by the school district.

The employee who is serving on jury duty shall retain and be entitled to the same job status, pay, and seniority, as he or she may have had prior to performing jury duty.

An employee who is subpoenaed to appear in a judicial or administrative proceeding except where the employee's appearance would be against the district or where the Association or its affiliate organization are a party in the proceeding, shall be permitted to be absent from his or her duties without loss of pay or without charge against any leave. This section does not restrict an employee from the use of Association Leave, Policy 725.3 as long as Policy 725.3 guidelines are met.

MITCHELL SCHOOL DISTRICT NO. 17-2

LEAVE OF ABSENCE FOR PROFESSIONAL DEVELOPMENT

715.43

A leave of absence for a period not to exceed one (1) year may be granted to an eligible member of the teaching staff for the purpose of pursuing studies intended to increase his/her teaching capabilities. The applicant must have completed two (2) full years in the District. The applicant must have submitted a written application to the District for such leave during the school year preceding the leave of absence. The application must state how such leave will improve their teaching performance. The Superintendent will present the request to the Board with a recommendation within forty-five (45) days of the receipt of request.

An employee on leave of absence shall notify the Board of his/her intent to return for the following year three working days before March 15th.

During such leave period, the teacher will receive no salary or other pay from the District but may return and retain their status. They may remain in the insurance groups of the District, with such premiums paid by the teacher.

Personnel who are granted leaves of absence for professional development and who fulfill the professional development plans stated in the application shall receive credit on the salary grid and the seniority list for the period of time included in the leave.

MITCHELL SCHOOL DISTRICT NO. 17-2

MILITARY LEAVE (Certificated Employees)

715.44

A Military Leave may be granted to an employee who is required to participate in active military duty during the time that school is in session. There shall be two types of such leave.

1. Short-term leave, which is for a period of five days, or less.
2. Long-term leave, which is for a period of six days, or more.

An employee called to active military duty shall immediately notify the Superintendent.

While the district encourages an employee called to active military duty to fulfill the obligation, such employee shall make an effort to perform the duty during non-school days. Failure to document such an effort may cause the employee to forfeit district pay for the leave.

An employee involved in a short-term leave shall have the option of receiving his/her regular daily pay from the district, to be reduced by the daily pay received from the military, or to accept only the military pay. All fringe benefits and accumulated leave shall be continued.

An employee involved in a long-term leave shall receive no pay from the district during the absence. Accumulated leave will be maintained. Fringe benefits will be continued for the duration of the leave.

Any number of short-term leaves may be used in a year, but not consecutively nor for the same period of absence. A short-term and long-term leave may be used consecutively.

MITCHELL SCHOOL DISTRICT NO. 17-2

BEREAVEMENT LEAVE (K-12 Certificated Employees)

715.95

Up to ten (10) days shall be allowed in each case of death in the teacher's close immediate family defined as spouse, parent, stepparent, child, stepchild, fiancée', or fiancé.

Up to a total of seven (7) days of leave per year shall be allowed in cases of death in the teacher's immediate family defined as parent-in-law, stepparent-in-law, daughter-in-law, son-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, grandparent, step-grandparent, and step-grandchild.

The Superintendent may grant additional days if special circumstances warrant. The additional days will be deducted from the employee's sick leave. The Superintendent may waive this deduction from the employee's sick leave.

MITCHELL SCHOOL DISTRICT NO. 17-2

PROFESSIONAL LEAVE

725.1

Certified personnel shall be allowed compensation release time for attendance at conventions, institutes, workshops, or other professional opportunities if such leave is approved in advance by the Superintendent or designee.

Certified personnel may request professional leave to attend professional growth opportunities in the teacher's field including conventions, institutes, or workshops.

When inclement weather prohibits safe return from approved professional leave out of town and a day or days of teaching are missed, the days shall be treated as paid professional leave.

Certified personnel who are approved for professional leave shall retain any stipend.

MITCHELL SCHOOL DISTRICT NO. 17-2

ASSOCIATION LEAVE

725.3

In the event that the Mitchell Education Association desires to send representatives to local, state, or national conferences or to participate in other business pertinent to Association affairs, such representatives may be excused at district expense, for any aggregate number of days not to exceed ten (10) in any school term. A written request for leave must be submitted to and approved by the superintendent at least five (5) days prior to the commencement of the leave, and such leave shall not be granted if it is determined that it impairs the quality of classroom instruction.

MITCHELL SCHOOL DISTRICT NO. 17-2

MEA PRESIDENT RELEASED TIME

725.4

The president of the Mitchell Education Association may be granted partial released time according to the specification of this policy.

The district shall pay the teacher a regular salary, plus social security contribution, teacher's retirement contribution, regular insurance, and any other benefits which would be available if assigned to the regular teaching position.

The Mitchell Education Association shall reimburse the district for the full cost of that portion of released time approved. The MEA shall pay 1/6 of the teacher's basic salary for each class period of released time, as well as 1/6 of the district's share of social security, teacher's retirement, and insurance.

The MEA President shall accumulate seniority and years of experience while serving as president.

The MEA shall notify the district prior to May 1 each year of the amount of released time it will be purchasing from the district and the name of the individual who will be released. The District will be able to veto the specific arrangement.

MITCHELL SCHOOL DISTRICT NO. 17-2

PERSONAL LEAVE (K-12 Certificated Employees)

715

Personal leave may be granted for the purpose of conducting personal activities.

Two (2) days shall be given per year. A stipend of \$60/day will be paid to certified employees who have unused leave available at the end of the school year. One day may be carried over to the following school year in lieu of the day's stipend.

The employee will request leave from the employee's supervisor. The supervisor has the authority to accept or deny the request based on the availability of substitutes or the necessity of hiring a substitute.

Personal leave days may not be accessed during the first week or last two weeks of the school year unless circumstances beyond the control of the employee arise.

No more than two (2) employees at each elementary building and three (3) at the middle school and four (4) at senior high shall be on district approved personal leave on the same day.

This leave is available to certificated employees with advance approval. Leave requests will be filed five (5) days prior to the requested day. The date and time of the request will be recorded on the request form at the time it is submitted to the employee's immediate supervisor. Employees will be granted requested personal leave based on the first date and time of the request when multiple requests for the same day are made. Notification of approval or denial of personal leave will be made to the certificated employee making the request within five (5) school days of submission of the request by the immediate supervisor.

The immediate supervisor may waive the five (5) day notification requirement or may approve personal leave retroactive, if a personal emergency (not covered by other policies) arises for an employee, if the other requirements of this policy can be met and the employee has personal leave available.

MITCHELL SCHOOL DISTRICT NO. 17-2

LEAVE OF ABSENCE (CERTIFICATED EMPLOYEES)

715.4

A leave of absence may be granted to an employee of the District at the discretion of the Board. Such leave may be for a period of time mutually agreeable to the Board and employee. This policy may be used for maternity or paternity, child adoption, long-term illness, or other medical reasons verified in writing by a physician's statement. It may also be used for personal reasons. The employee will receive no pay from the District during the leave and will receive no years of experience on the salary grid or seniority list for the time absent but may remain in the insurance groups of the District, with such premiums being paid by the employee. To be eligible for a leave of absence for personal reasons other than those covered by the Family Medical Leave Act, the employee shall have been employed full time in the district a minimum of two (2) years.

Application for such leave shall be submitted by April 1 and will be presented to the Board with a recommendation from the Superintendent. The time requested for said leave shall be specifically stated in the application. The employee shall be notified of the acceptance of the application within five (5) days after action at the next scheduled Board meeting.

An employee on leave of absence shall notify the Board of his/her intent to return for the following school year three working days before March 15th of the year prior to the return.

MITCHELL SCHOOL DISTRICT NO. 17-2

LEAVE WITHOUT PAY (CERTIFICATED EMPLOYEES)

715.91

Short-term leave without pay may be granted to an employee for personal reasons not covered by other leave policies. Such leave, if granted, shall require formal application five (5) school days in advance. Such leave may be granted at the option of the district.

Leave without pay can be requested even if an employee has unused personal days.

MITCHELL SCHOOL DISTRICT NO. 17-2

EVALUATION OF TEACHER PERFORMANCE

725

1. The purpose of teacher evaluation is to improve the quality of education for the students of the school district. Prior to any formal evaluation or 30 minute classroom observation, a teacher shall be so advised.
2. Evaluations are to be used by the administration and teachers to improve the quality of instruction and may be used in the determination of advancement, promotion, transfers, assignments and future employment.
3. An evaluation or classroom observation will be conducted with the non-tenured teachers at least twice each school year, once each semester, for a minimum of 30 minutes each time. After each observation, a formal written evaluation will be prepared and reviewed with the teacher within ten school days. A copy of this evaluation will be sent to the central office for placement in the employee's personnel file.
4. An evaluation or classroom observation will be conducted with the tenured teachers at least once each year for a minimum of 30 minutes each time. After the observation, a formal written evaluation will be prepared and reviewed with the teacher within ten school days. A copy of this evaluation will be sent to the central office for placement in the employee's personnel file.
5. All teachers shall annually develop, with their principal, a Personal Improvement Plan by October 1 of each school year. When asked to do so, teachers, guidance counselors, media specialists and nurses shall complete the "Self Evaluation Instrument and Guide for Teacher Expectation," or some other instrument approved by the building administrator, as part of the Personal Improvement Process.
6. Pre-Observation worksheets may be completed prior to observations.
7. It is understood that two 'Performance Observation' forms are included with this policy. The building administrator may use either form, at his/her discretion.
8. When deemed appropriate, the building administrator shall also prepare a summative evaluation. A copy of this summative evaluation will be sent to the central office for placement in the employee's personnel file.
9. When appropriate, principals shall complete a "Plan of Assistance" for employees. A plan of assistance must be completed for employees in or beyond their fourth full term of employment if termination of their contract is to occur, except in cases outlined in SDCL 13-43-6.1. The plan of assistance shall be created on the form included with this policy, and shall provide adequate time for the teacher to demonstrate satisfactory progress or lack of satisfactory progress.

10. If agreed to by both the teacher and the building administrator, this evaluation process may be replaced by a portfolio-based evaluation process. This option shall not be available to non-tenured teachers.

PLAN OF ASSISTANCE

Teacher _____ Date _____

Supervisor _____ School _____

Assignment _____

1. Statement of Deficiency (Additional pages may be attached).

2. Actions to be taken by the teacher and supervisory assistance offered (Additional pages may be attached).

3. The supervisor must see significant progress by (date) _____. Failure to make satisfactory progress may result in a non-renewal.

The signature of the employee shall not imply that the employee agrees, but indicates this will be the plan of assistance to be followed.

Teacher

Supervisor

Copies to teacher, supervisor and superintendent

MITCHELL SCHOOL DISTRICT NO. 17-2

EXTRA CURRICULAR EVALUATION

725.01

All extra curricular activities will be evaluated within the four weeks following the activity's last formal event (i.e., last game, play, concert).

Procedure:

1. Supervisors will be responsible for submitting evaluation recommendations for any assistants that fall under their supervision. This recommendation will be submitted to the Activities Director. This recommendation will be submitted no more than two weeks following the last formal event of the activity. (Supervisors: head coach, band director, etc.)
2. The Activities Director will be responsible for the evaluation of any employee without an immediate supervisor.
3. The Activities Director will meet with the supervisor and discuss the evaluations of the assistants within the four week time period.
4. The final evaluation will be a summary of the meeting between the supervisor and the Activities Director.
5. When this summary is complete and recorded on the Extra Curricular Evaluation Form, the Activities Director will communicate the result to the employee in any manner the director deems appropriate (i.e. by mail or by meeting).
6. The evaluation instrument (attached) will be the same for all extra-curricular activities (unless mutually agreed upon by the employee and the Activities Director).
7. All evaluations are subject to a written rebuttal from the employee being evaluated. This rebuttal can occur at any time.

Participant Feedback

Each supervisor will solicit feedback from all participants in their particular activity. The Activities Director can provide forms for this feedback gathering, or the supervisor can create an original instrument. The supervisor must provide all assistants with a consistent form to be used for their activity. These evaluations are the sole property of the supervisor or assistants, will not be revealed to the Activities Director, and are solely for the purpose of self-evaluation and self-improvement. These evaluations should take place at the last formal meeting of any activity.

EXTRA-CURRICULAR EVALUATION

Name _____

Date _____

Supervisor _____

Activity _____

1. Working with people

2. Practice/Event Climate and Instructional Procedure:

3. Planning/Organization:

4. Care of Equipment and facilities:

5. Personal and Professional Qualities:

Additional comments:

MITCHELL SCHOOL DISTRICT NO. 17-2

PERSONNEL FILE

727

An employee shall have the right to examine his/her personnel file at any reasonable time and may be accompanied by a representative of his/her choice during this examination. Copies of any materials in the file shall be at the employee's expense.

No material which could lead to a disciplinary action or poor performance evaluation could be entered into the employee's file unless the employee had first received a copy of the material and has had the opportunity to respond.

If an employee believes materials in the file are erroneous, obsolete, or otherwise inappropriate, the employee may request that the superintendent remove such material. Any dispute over retention of material may be processed through the grievance procedure, beginning at level three.

MITCHELL SCHOOL DISTRICT NO. 17-2

POLITICAL ACTIVITIES OF SCHOOL DISTRICT EMPLOYEES

707

The Board of Education recognizes that successful functioning of our democratic society depends upon each individual's acceptance of his or her responsibility for participation in politics and government. It also recognizes that school district employees have a primary obligation for providing quality instruction to the children with whom they work. The Board of Education does not restrict the political involvement of district employees provided:

1. That a qualified replacement can be secured by the administration to substitute during periods of absence for political activities and that absences have prior approval by the administration.
2. That no school time be used for campaigning or for other political activities.
3. That approval of candidacy for public office or other political activity that necessitates absence from work be granted by the Board of Education at least five days before any public announcement of such candidacy.

There is no compensation by the school district for any absence(s) from school duties because of political activities or duties of public office.

No provision within this policy shall interfere with any rights of employees under SDCL 13-43-15.1.

MITCHELL SCHOOL DISTRICT NO. 17-2

MEETINGS, NOTICES AND GENERAL INFORMATION

724.3

Certified employee organizations or groups shall be granted the right to the following:

1. The use of school buildings for official meetings. Such meetings shall be subject to availability of the facilities requested and shall be scheduled through District officials designated by the Superintendent. Any special costs involved shall be subject to District policies.
2. The use of a designated bulletin board in each school building, located in an area normally inaccessible to students. Such bulletin board space will be used for posting official communication and other material relevant to the functioning of the organization.
3. Access to the mailboxes of personnel represented in negotiations or compensation discussion by the organization and the use of inter-school mail for the sole purpose of distributing relevant documents. Except for political materials and political purposes, the organization's president or their designee, shall determine the appropriateness of materials to be distributed in this manner. Distribution will be accomplished by organization representatives only.

MITCHELL SCHOOL DISTRICT NO. 17-2

PROFESSIONAL DEVELOPMENT OPPORTUNITY - TEACHER OF THE YEAR

729

The Board of Education of Mitchell School District 17-2 recognizes the South Dakota Teacher of the Year Award as a symbol of outstanding achievement by a professional educator.

In recognition of the initiative, effort, and quality of performance, and the contribution to education of recipients of the Teacher of the Year Award for the State of South Dakota it is the policy of Mitchell School District 17-2 to provide \$500 to be used to pay the costs of professional growth experiences for the individual. The plan for the professional growth experiences must be approved by the administration prior to any commitment of funds.

MITCHELL SCHOOL DISTRICT NO. 17-2

SCHOOL CALENDAR DEVELOPMENT

320

“The Mitchell School District shall develop a school calendar with the following specifications.”

Specifications for the calendar are:

Number of Student Contact Days:	176
Number of In-Service Days for teachers new to the district or those teachers with a break in teaching service of 5 years or more:	
Mandatory	7.5
Voluntary	2
Number of In-Service Days for all other teachers:	4.5
Number of Parent-Teacher Conference Days:	2
Student Contact Day:	8:15 am – 3:15 pm

Due to a net increase in student contact days of two beginning with the 2009-10 school year, the first two school days cancelled each year due to weather conditions shall not be made up. School days cancelled beyond 2 each year shall, however, be made up.

MITCHELL SCHOOL DISTRICT NO. 17-2

GRIEVANCE PROCEDURES

713

The Board will encourage the administration to develop effective means for resolving differences that may arise between employees and administrators, reduce potential areas of legitimate grievances, and establish and maintain recognized channels of communication between the staff, administration, and the Board.

The grievance procedure presented in 713, and stated in SDCL 3-18-1.1 provide for prompt and equitable adjustment of differences at the lowest administrative level possible and to assure each employee the opportunity for an orderly presentation and review of grievances.

ARTICLE I

DEFINITIONS:

1. A "grievance" is a complaint by an employee or group of employees of the District based upon an alleged violation, misinterpretation, or inequitable application of any existing agreement, contract, policy, rule, or regulation of the District, as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule or regulation is not a "grievance" and is, therefore, not subject to this procedure.
2. An "employee" shall be an individual employee or a group of employees who are similarly affected by a grievance.
3. A "complainant" shall be an individual employee or group of employees making the complaint. In the case of a group of employees, who are not otherwise associated, all persons in the group shall be named co-complainants. In the case of an association of employees, their association shall be designated as the complainant.
4. The "Board" is the Board of Education of Mitchell School District 17-2.
5. A "representative" shall be a fellow employee, employee organization representative, or legal counsel. All representatives shall be duly authorized in writing prior to their involvement in the procedure.
6. In the grievance policy alone, "days" shall be calendar days, excluding Christmas break.
7. A "supervisor" is the principal, director, or other administrator directly responsible for the unit in which the employee is assigned.

ARTICLE II

PURPOSE:

The purpose of this procedure is to secure fair and equitable solutions to problems, which may arise between employees and the District. In order to facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level.

ARTICLE III

INFORMAL PROCEDURE:

An employee who has a grievance shall, within twenty (20) days of the alleged violation, discuss the matter with the appropriate administrator who is directly responsible for the matter involved in an effort to resolve the problem informally. If the employee is not satisfied with the disposition of the matter following the informal procedure, he/she shall have the right to submit the grievance under the formal procedures provided.

ARTICLE IV

FORMAL PROCEDURE:

A. Level One (Supervisor)

1. If a complainant is not satisfied with the disposition of his/her problem through the informal procedure, he/she may submit his/her grievance in writing to his/her supervisor, notwithstanding that such supervisor may not have been the person to whom the grievance was submitted under the informal procedure. The grievance must be filed within ten (10) days of the conference specified in the informal procedure in Article III. Copies of the grievance shall be submitted to the Superintendent and Board president by the complainant.
2. The supervisor may hold a hearing with the complainant if he/she was not involved in the informal procedure. Such hearing, if held, must be within the time requirement for a response to the grievance at Level One.
3. The supervisor shall render his/her decision in writing within ten (10) days after receipt thereof. Failure to render a decision within the time provided shall constitute a denial of the grievance.

B. Level Two (Superintendent of Schools)

1. If the complainant is not satisfied with the disposition of his/her grievance at Level One, he/she may file a written appeal to the Superintendent of Schools within ten (10) days of the decision or expiration of time at Level One. A copy must be provided to the Board president by the complainant.
2. The Superintendent, or his/her designee, may conduct a hearing regarding the grievance within ten (10) days after the receipt of the appeal.
3. The Superintendent, or designee, shall render his/her written decision within ten (10) days after the hearing. Failure to render a decision within the time provided shall constitute a denial of the grievance.

4. If the Superintendent, or his/her designee, denies a hearing within the ten (10) days after the receipt of the appeal, the complainant continues procedures at Level Three.

C. Level Three (Board of Education)

1. If the complainant is not satisfied with the disposition of his/her grievance at Level Two, the complainant may file a written appeal with the Board. The written appeal of the decision at Level Two must be filed with the Superintendent, Business Manager, and Board president within ten (10) days of the delivery of the decision or expiration of time at Level Two.

2. Upon receipt of a written appeal, the Board shall hold a hearing before the full body at its next regular meeting or a special meeting held for the purpose of considering the grievance. That portion of the meeting dealing with the grievance shall be held in executive session.

3. A decision shall be rendered by the Board within forty (40) days after the appeal was filed. Failure to render a decision within the time period shall constitute a denial of the grievance.

D. Level Four (Department of Labor)

If the complainant is not satisfied with the disposition of his/her grievance at Level Three, they may file an appeal with the Department of Labor, as provided in statute, within thirty (30) days after delivery of the board's decision or expiration of time at Level Three. The inclusion of this paragraph in this grievance procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

ARTICLE V

MISCELLANEOUS:

1. The grievance must cite the agreement, contract, ordinance, policy, rule, or regulation under which the alleged violation, misinterpretation, or inequitable application occurred; the nature of the problem; and the desired resolution.
2. The complainant may be represented at any level of the grievance procedure by no more than three representatives. Each representative must be duly authorized in writing, together with his/her address. Thereafter, formal written notice and decisions given such representative(s) shall be deemed notice of the same to the complainant.
3. Notwithstanding the time limitations stated above, extensions of time may be made by stipulations of both parties.
4. A statement of rationale for any position taken shall be required in the statement of any decision and in the appeal therefrom.

5. Forms for filing and processing grievances shall be prepared at the direction of the Board and made available to all employees through their supervisors or employee organizations.
6. Due to the nature of an alleged grievance or the number of persons affected thereby, the Superintendent may, at his/her sole discretion, accept the submission of a grievance in writing without the same having been submitted at Level One. In such a case, the processing of such a grievance shall begin at Level Two.
7. At all hearings conducted under this procedure, the complainant and the administrative representative may call witnesses and present evidence that is relevant to the matter under consideration. The Board may request that other witnesses be called for questioning by the parties. Both the Mitchell School District and the Mitchell Education Association shall attempt to schedule all hearings conducted under this procedure during non-student contact time. If after all attempts have been made, it is still impossible to schedule the hearing during non-student contact time any staff subpoenaed by the Mitchell Education Association will be released under association business. The Mitchell Education Association will be responsible for the cost of the substitute in such circumstances. In cases covered under this paragraph, days for which MEA reimburses sub costs will not count against the ten Association days available each year.
8. No reprisal shall be taken against an employee because of a grievance.