

CHAMBERLAIN SCHOOL DISTRICT 7-1
CERTIFIED PERSONNEL
NEGOTIATED AGREEMENT 2016-2017 SCHOOL YEAR

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Instructional Load

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

The teacher workday for employees shall be from 8:00 AM until 4:00 PM, provided employee responsibility for instruction and/or supervision has ended. On days when a late start occurs due to weather employees are expected to report to work 30 minutes before the designated starting time. On Fridays and days of early dismissal due to weather employees can leave once instructional and supervision duties have been deemed completed by administration. Each school handbook will identify building specific criteria so administration and staff can determine when instructional and supervision duties are completed.

Teachers are expected in their classrooms at the above noted times unless extra-curricular assignments or professional or departmental meetings conflict.

Extra duty assignments such as noon duty and club sponsorship shall be made by the appropriate school principal.

It shall be the goal of the Board of Education to maintain a maximum pupil enrollment of 25 to 30 pupils in grades kindergarten through twelve. Enrollments in specific attendance

and subject areas may alter this proposal, but every effort shall be made to maintain this pupil-teacher ratio.

Substitute Teachers

The building principal may assign regular staff members to substitute for another teacher. The rate will \$20.00 for completion of substitute teaching duties of another staff members class for one class period or one hour.

Faculty Contracts

All contracts with Certified Faculty Personnel employed by the Board of Education shall be in writing and signed by the President of the School Board and the District Business Manager. All contracts for Certified Faculty Personnel will be issued on or before April 1st. The contract will be signed and returned to the Business Manager within fifteen (15) days from issuance to be considered accepted.

Should an employee who is under contract to teach within the school district submit a letter of resignation prior to completion of the contract, the employee must at the time the letter of resignation is submitted also submit a check as liquidated damages. The amount of liquidated damages shall be determined as follow:

If the letter of resignation is submitted before April 15, no penalty,

If the letter of resignation is submitted between April 15 and July 14, inclusive, \$500, If the letter of resignation is submitted between July 15 and July 31, inclusive, \$750,

If the letter of resignation is submitted on or after August 1, \$1000,

Should an employee submit a letter of resignation but fail to submit the amount for liquidated damages, the Board shall refuse to accept the resignation and request written assurance from the employee that the employee will fulfill his or her contract with the

District. If the employee does not provide such written assurance within ten days of the request being made, the Board may deem the failure by the employee to give requested assurance as a breach of the contract by the employee and the Board may request the Department of Education to suspend the teaching certificate of the employee pursuant to SDCL 13-42-9.

Upon written request from the employee submitted with the letter of resignation and the check for liquidated damages, the Board may consider waiving the liquidated damages.

Teacher Absences

Leave time, when less than the duration of one day shall be recorded on an hourly basis. One full day shall be considered to be seven full hours.

Annual Sick Leave

Twelve days of sick leave shall be granted for each year of service to the district. Unused sick leave in each term may be allowed to accumulate until a maximum total of 84 days has been reached. After the maximum has been reached, each new term will provide 12 days of sick leave for said employee. If these 12 additional days are used, then additional sick leave taken will be charged to the 84-day reserve.

Sick leave shall be defined as leave due to:

- 1) illness of the employee
- 2) to care for the illness of his or her family member
- 3) appointments with physicians and other health providers
- 4) death of a family member

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

For provisions 2, 3 & 4 noted above the employee is limited to utilize 20 days of available sick leave for the first degree relationship (refer to chart) or is limited to the use of 2 days

of available sick leave for a second and third degree relationship (refer to chart)). This should also include adopted, foster and step relatives.

To obtain an authorized sick leave, the employee should call in and let the appropriate person know that you are unable to come to work. The call should be no later than one half hour before your regular starting time.

The amount of accumulated sick leave shall be determined at the end of each contract year and carried forward within the limits as described in paragraph A. Any leave taken in excess of the entitlement granted, or any unauthorized leave taken, shall result in a salary deduction based on the amount of work missed (Ex: 1/# of contract days=deduct from total salary for one day missed). Each Staff member may be approved by the administration to take one day without pay each year. The penalty will be a deduction of 1/178th of the current salary. Pro-ration of deductions over the final months of the contract may be arranged with the business office.

Sick Leave Buy Back

Certified employees who are offered sick leave amounts in excess of 84 days at the beginning of each year, and would normally be forfeiting amounts of unused sick leave days above 84 days at the end of the school year, will be eligible for sick leave buy-back of all sick leave days above the maximum accumulated amount allowed (84 days).

*Upon completion of each school year each of the eligible certified staff members who qualify for such payment will be awarded \$30 for each unused sick leave day, above the maximum accumulated amount allowed (84 days). The check, minus appropriate deductions, will be paid in a separate check within two pay periods of the close of the term. Upon completion of the school year any staff member who has notified the district of retirement will qualify for buyback of all unused sick leave days at a rate of \$10 a day up to the 84 days, above the maximum accumulated amount allowed (84 days)the staff member will receive the normal buy back rate of \$30 per day. The check minus appropriate deductions, will be paid in one check within two pay periods if the close of the term.

Sick Leave Bank

A Sick Leave Bank shall be established for the purposes of aiding the Chamberlain School District #7-1 Employee who has exhausted their accumulated sick leave through extended absence due to prolonged illness or a catastrophic accident. The bank will contain unused sick days, which are voluntarily contributed by participating Members. A person will not be able to withdraw days from the bank until their own sick leave is depleted.

To enroll in the program each Chamberlain School District #7-1 employee may contribute one (1) day per year to the program to become eligible. The deadline for sick leave bank enrollment will be by September 15th for each school year or within fifteen (15) days following employment. The contribution form must be completed each year, including zero (0) if so intended, and returned to the Business Office.

When contributions to the bank have accumulated to a total of two hundred fifty (250) or more days, except for new participants, no more days will be added until the bank is depleted to one hundred fifty (150) days, at which time those Members having accumulated sick leave shall contribute one additional day each year. A person withdrawing from membership in the bank will not be able to withdraw contributed days. Unused days in the bank shall be carried over to the next year. Record keeping will be undertaken by the Business Office and the employee groups shall have the right to periodically examine the records during normal business hours.

In the event of prolonged illness, a participating member who has exhausted his or her sick leave may request days from the bank. A maximum of sixty (60) days can be drawn from the bank for life threatening illness of the individual employee. A maximum of thirty (30) days can be withdrawn from the bank for a catastrophic illness or injury of the individual employee. **In the first semester of employment, a staff member may withdraw a maximum of 10 days from the sick leave bank.** Pregnancies will only apply to the time the mother is physically disabled and unable to work. Requests will be served on a firstcome, first served basis.

All requests for use of the bank must be submitted in writing to the Business Office and must be supported by a written statement from the participant's personal physician. The Business Office will forward the request to the committee for a decision.

The Committee will be composed of two (2) Staff Members (Selected by CEA), a Board Member, and the Superintendent of Schools or his designee. The Committee will review applications for the sick leave request and with a majority of that Committee either granting or rejecting each request. The Committee shall meet to consider the request and inform all appropriate parties of its decision in writing (One (1) copy to the applicant, superintendent, CEA, and the Business Office) within five (5) school days.

Family and Medical Leave

The District shall comply with the mandatory provisions of the Family Medical Leave Act of 1993. The superintendent shall administer leave policies adopted by the Board, setting forth the rights and procedures granted by the Act. An eligible employee must have been employed by the District for at least one thousand two hundred fifty (1250) hours during the previous (12) months.

SCALE OF DEGREE OF FAMILY RELATIONSHIPS

Sick and Bereavement Chart

	Great-Grandparent-3	
	Grandparent-2	
Aunt-3	Parent-1	Uncle-3
Sister-2	<u>Employee (Spouse-1)</u>	Brother-2
Niece-3	Child-1	Nephew-3

	Grandchild-2	
	Great-Grandchild-3	

Bereavement Leave

Bereavement leave shall be granted at a rate of one non-accumulative day per contract period. Said leave may be used in the event of death of a family member beyond the third degree or personal friend. This leave will not be charged against allocated sick leave.

Personal Leave

Teachers may be granted two days of Personal Leave, and one day of Personal Emergency Leave per contract year. Personal Leave requests cannot be grieved. If one Personal Leave day is not utilized during the contract year, the teacher shall receive remuneration of one hundred dollars (\$110.00) upon the completion of the contract. If a second personal leave day is not utilized during the contract year, the teacher shall receive remuneration of one hundred forty dollars (\$140.00) upon the completion of the contract.

In instances where personal business can be conducted in a period or less of a school day, the principal shall be authorized to grant this request without charging it to the three-day allowance. In instances where class time will be missed the teacher is responsible for finding their own substitute and the substitute cannot claim substitute pay. Each staff member will be allowed to request two 25-minute blocks of time each semester for a total of 100 minutes each contract period. If a request is not made in the first semester a staff member will be allowed to have four requests in the second semester.

Personal Leave utilized by a teacher must be granted under the following guidelines: The first Personal Leave day may be granted upon advanced written notice to the building principal with no reason for the absence being required. The day will be granted on the basis of availability of qualified substitute teachers.

Personal Leave granted during the first two weeks or last two weeks of a school term, or on the days preceding or following holidays will require an amount equal to a substitute

teacher's pay (Certified \$90 and Classified \$70) being deducted as a forfeiture from the employee's salary for the day taken.

The second Personal Leave day may be granted under the following guidelines: The second Personal Leave day may be granted upon advanced written notice to the building principal with no reason for the absence being required.

The second day will be granted on the basis of availability of qualified substitute teachers. The second Personal Leave day granted during the first two weeks or last two weeks of a school term, or on the days preceding or following holidays will require an amount equal to a substitute teacher's pay (Certified \$90 and Classified \$70) being deducted as forfeiture from the employee's salary for the day taken.

A maximum fifteen percent (15 %) of each building's teachers may be absent on any given day due to Personal Leave. Personal Leave will be granted on a first come first request basis.

Personal Emergency Leave may be granted under the following conditions:

Personal Emergency Leave is intended to be used for personal emergency reasons such as being stranded away from home during inclement weather. Additional examples: father-in-law has a heart attack, or day-care is closed immediately because of outbreak. The staff member will file for this leave on return to school following the emergency event.

Leave without pay (Beyond the Policy) Staff members requesting leave without pay, beyond the policy, are to make a formal request, in writing, to the superintendent. If granted, there will be a pay deduct equal to the staff members daily rate of pay plus cost of a substitute for each day absent that goes beyond the policy. (Certified \$50 Classified \$40)

Association Leave

The association (CEA) shall have use of three days of professional leave time for the purpose of promoting educational improvements for all concerned with the district programs.

Leave may be approved by the administration for one person for days or for a combination of persons for a period that does not exceed a total of three days during each school term.

Maternity Leave

A teacher who becomes pregnant and anticipates maternity leave shall notify the superintendent as soon as the pregnancy has been definitely determined, and in no case later than the sixth month of pregnancy. The notification shall be in writing and shall indicate the expected delivery date. The superintendent may request written confirmation of pregnancy and due date from the teacher's physician. Male teachers who have pregnant spouses, and who may anticipate requesting paternity leave, shall be permitted to utilize annual sick leave as set forth in agreement.

Pregnancy shall be considered a physical disability and sick leave granted for a reasonable period of pre-delivery and post-delivery days (the district will assume an average leave period of 30 working days, including pre-delivery and post-delivery time). Each teacher may be entitled to additional pre-delivery and post-delivery sick leave allowance upon submission of a written statement to the superintendent and school board from the teacher's physician affirming the need for such additional leave. In no instance will paid leave days be granted in excess of the accumulated sick leave earned by the teacher in service to the district.

Faculty members applying for adoption of children, and anticipating the need for related leave time, shall notify the superintendent at the earliest possible date to insure that appropriate arrangements can be anticipated. Faculty members adopting an infant (preschool) shall be entitled to apply for maternity leave as stated in paragraph B above. In situations where minor age children are adopted, leave time may be granted upon submission of a written statement to the superintendent and school board from appropriate Adoption Agency officials supporting such a need.

Resignations

Resignations shall be in writing and shall be delivered to the district superintendent. The superintendent shall refer the resignation to the Board with his or her recommendation.

Payment of Salaries

Employees shall receive salary payments on the 10th and 25th days of each appropriate month. The payment of the first installment of each school term may be withheld beyond the 10th day of the month if 10 days of service have not been completed by that date.

Personal payroll deduction not covered by State and Federal law, or those not provided by contract negotiation such as insurance must be requested by the date of the last pre-school workday of the contract period. Such deductions will not be altered during the contract period except in the instance of verifiable emergency. Deductions altered due to such emergency will not be reinstated during the contract period. Employee benefits and payroll deductions will remain in effect for the twelve-month contract period regardless of payment method elected.

All money due to teachers retiring or resigning at the conclusion of a contract period, may be paid to said teacher at the conclusion of that term if a request for such payment is submitted in writing to the superintendent and approved by the Board of Education.

All Certified employees receiving extra-duty compensation will have the choice as to how extra duty will be paid.

1. Pro-rated over regular payment installments
2. Vouchered independent of regular pay installments.

At the Pre-school workshop, the above people will inform the business office of their choice as to how they will be paid.

Early Retirement (Voluntary Separation)

Only certified employees hired before the 2016-2017 school year are eligible for Early Retirement (Voluntary Separation.)

Certified employees who have 15 or more years of full time employment within the district, upon attaining the age of 55 and prior to attaining the age of 65, may elect to take early retirement and receive a severance benefit. Employees electing this option shall notify the Superintendent in writing prior to March 1 of the current contract year of the decision to elect this benefit. The severance benefit shall be 1.5 % (.015) of the employee's total salary during the current contract year times the number of years of qualified service in the district, up to 30 years. The contracted salary is the regular teaching salary and shall not include any extra duty pay or pay for extra days. Severance benefits shall be paid in four or six equal annual installments to the employee. No more than two payments may be in any fiscal year and payments will be made only in July and January. All moneys to which the employee is entitled must be paid out within three fiscal years after separation and shall be subject to Federal Income Tax and OASI. A second option is to send the total severance benefit to the South Dakota Retirement Department to be placed in a Supplemental Retirement Plan for the retiring employee. In the event that an employee who is receiving benefits under the installment plan should die before all the benefits under the plan have been paid, the portion of the benefit, which has not been paid, shall be paid to a beneficiary designated by the employee. If no beneficiary has been designated, the payment shall be made to the estate of the deceased and that shall fully discharge the district's obligation under this article.

Professional Dues as a Payroll Deduction

The district will, upon individual and voluntary authorization by an employee, deduct from salary payments dues for continuing membership in professional teaching organizations (Chamberlain Education Association, SDEA, NEA). Employees authorizing such deductions must do so on written forms as specified in item D of this policy. Dues authorization forms, as provided by each association, must be prepared in triplicate. The forms are to be prepared by the employee, transmitted to the association, and then delivered to the business office when completed.

Pursuant to the authorizations set forth above, monthly deductions will be made in 20 or 24 equal consecutive installments commencing with the first payroll in September. All dues will have been deducted by the end of each individual pay period or term. The district will

not be required to honor for a current month's deduction any authorization that is delivered to the business office after September 1st of a given year.

The district agrees to transmit to the association all dues deducted in monthly installments by the 25th of each month affected.

The content of dues authorization forms shall be mutually agreed upon by the district and the association. All costs of the provision of such forms shall be the responsibility of the respective associations.

Employee Insurance Committee

A committee shall be convened annually to submit to the Board of Education a recommendation for a group medical insurance policy for district employees. Determination of this recommendation should be made several months in advance of the current policy anniversary date.

The committee shall consist of 10 (ten) members who will be appointed by the respective employee groups in the following proportion of representation:

<u>Organization</u>	<u>No. of Representatives</u>
Teachers	6
Administrative Assistants	1
Paraprofessionals	1
Custodians	1
Superintendent	1 (Chairperson)

School District Calendar

<u>Organization</u>	<u>No. of Representatives</u>
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CEA	3 (one each level, chosen by the association)
Principals	2 (one each level)
Board Member	1 (chosen by the Board)
Superintendent (Chairperson)	1

The Calendar Committee shall submit a recommendation for the calendar for the ensuing year to the School Board for approval. This school calendar shall be in compliance with state and federal laws and restrictions. The recommendation is to be submitted to the Board in a timely manner, allowing for adequate planning purposes. That calendar must meet the minimum requirement of 178 contract days for the teachers. Of the 178 days three in-service days will be scheduled. A minimum of one pre-service day and two in-service days throughout the school year will be scheduled. In addition, one workday will be scheduled between the 1st and 2nd Semester.

Board Meeting Agenda Notification

An agenda for each regularly scheduled meeting of the Chamberlain Board of Education shall be forwarded to the President of the CEA or a representative of the recognized teacher bargaining unit by electronic format at least 48 hours prior to the meeting or as soon as possible if an emergency meeting is called.

Procedural Policy for Negotiations

With the intent of promoting maximum utilization of the specialized abilities, experience, and judgment of the teaching profession and all parties sharing responsibility for the quality of instruction in the district, the Board of Education does hereby adopt by resolution the following Procedural Negotiating Policy:

Definitions

Board shall mean the Board of Education of the Chamberlain School District.

Superintendent shall mean the superintendent of the district.

Negotiating Committee shall mean the committee composed of the representatives of the Board so designated, and the representatives of the Association so designated.

Association shall mean the majority group of certified personnel.

Association Representatives shall mean the members of the negotiation committee selected by the Association.

Certificated Personnel shall mean professional individuals who are appropriately certified and are regularly employed by the Chamberlain School District as teachers, principals, superintendent, business manager, and when applicable paraprofessionals and tutors.

Consultant shall mean a resource person qualified by training and experience to advise on problems being considered by the negotiation committee. Said consultants may or may not be an employee of the Board and may be called by either party. Conciliator shall mean a qualified person who seeks to assist in the resolution of disagreements.

Subjects of Negotiations

The Negotiation Committee shall consider rates of pay, wages, hours of employment or other conditions of employment. All other aspects of employment should be matters of mutual concern for discussion purposes. Though these discussion sessions are not negotiation sessions, they will be given careful consideration in management plans and decisions.

Recognition

Recognition and challenge of recognition shall be conducted in a manner consistent with the rules and regulations promulgated by the South Dakota Department of Labor, Division of Labor and Management.

Procedures

Either the Board or the association may request negotiations to commence for the subsequent school year contract.

Meetings shall be scheduled to avoid conflicts with school duties of Association representatives or release time is to be made available. Request and reasons for subsequent meetings of the Negotiation Committee shall be made in writing directly to the chief

negotiator of each party. These chief negotiators will then be responsible for arrangement of mutually convenient times and places for negotiations sessions.

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

Assistance: Consultants may be called upon by either party for advice and information on matter being considered by the Negotiation Committee.

Agreements

When a tentative agreement is reached by the negotiation team, it shall be made in writing and submitted for consideration by the Association and Board. If ratified by the Association and adopted by the Board, it shall be entered into the official minutes of the Board and thereupon constitute a revision of the Negotiated Agreement.

The administration will provide access to the School Board Policy Book and the Negotiated Agreement through the school district website at www.chamberlain.k12.sd.us. Printed copies will be provided to the CEA President, the two media centers and the building principal office in each building.

Conciliation and Mediation

Should there be a failure to reach agreement during negotiations, either party may appeal to the Department of Labor as provided by statute.

In the case of failure, after the full use of conciliation and mediation, it is the responsibility of the Board to make a decision in the interest of operation the school system.

Costs

Costs and expenses incurred in securing and utilizing the services of a consultant or conciliator(s) are the responsibility of the party engaging this service. Costs and expenses incurred in securing and utilizing the services of a consultant or conciliator(s) are the

responsibility of the party engaging the service. Costs and expenses of a single or third party conciliator shall be shared by the board and association.

Duration

This Procedural Policy shall be effective and shall continue in effect until changed by action of the Board. The procedures upon adoption by the Board of Education for changing existing Board policies shall apply here.

Amendment

Either party, desiring changes to this Procedural Policy, shall notify the other party in writing. Proposed amendments to this Procedural Policy shall become agenda items, but will constitute a revision of policy only upon adoption by the Board of Education.

Severability

If any provision of the Procedural Policy or any application of this Procedural Policy to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

GRIEVANCE PROCEDURE POLICY

Definition

A "grievance" is defined in SDCL 3-18 as a complaint by an employee or a group of employees based upon an alleged violation, misinterpretation, or inequitable application of any existing policies, rules, or regulations of the School District or 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 negotiations policy.

The term "teacher", except where otherwise indicated, is considered to apply to any certificated professional employee not classified as administrative personnel.

An "aggrieved person" is the person or person making the claim.

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

The term "days" when used in this policy shall, except where otherwise indicated, mean working school days.

Association shall mean any association of employees.

The Board shall mean the Board of Education of the Chamberlain School District 7-1.

Principles

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

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

Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Association at any time.

Any 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.

Structure Grievance Procedure for School District Employees

Step 1 Informal

If a person has a grievance they should first discuss the matter with the immediate supervisor who is directly responsible for the grievance in an effort to resolve the problem informally. Grievances (complaints) directed to the school board, other supervisors or other administration should be re-routed to include this informal step. A professional colleague may at any time accompany the staff member.

If the informal meeting fails to solve the situation, the grievance shall be filed with the Superintendent on a form supplied by the administration. The Superintendent will provide copies to both parties and seal one in an envelope to be delivered to the School Board in case of a Grievance Hearing.

Step 2 Formal --Superintendent

Once a grievance form has been filed a meeting shall be scheduled within five school or working days. If more than one school or supervisors are involved they all will be asked to participate. At the meeting both sides will present their side of the story. The Superintendent shall render a decision and its rationale in writing to both sides within five days.

Step 3 Formal --School Board

In the event of this final appeal the Superintendent will schedule a Grievance Hearing with the School Board within five working or school days unless there are extenuating circumstances.

The resolution offered by the School Board shall be the district's final decision.

All grievances by an employee and not satisfied by the School Board may be appealed to the Department of Labor.

Time Limit

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.

In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that a grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable. It is expedient that an employee file a grievance within thirty calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance.

Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through building principals, the Association representative and the Committee so as to facilitate operation of the grievance procedure. The sole remedy available to any employee for any alleged breach of this policy or any alleged violation of his/her right hereunder shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any employee or board of a legal right.

Rights of Participation

No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.

All parties in interest may be represented at all levels of the formal grievance procedure by a person of their own choosing.

When an employee is not represented by the Association, the Association representative shall have the right to be present and to state their views at all stages of the procedure (except at Step 3 if the Board elects to go into executive session).

Miscellaneous

If a grievance affects a group or class of employees, it may be submitted in writing to the Superintendent directly and the processing of such grievance shall begin at Step 2.

Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale. Decisions rendered at Step 4 shall be in accordance with the procedures set in Article VI, Section D.

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

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

The sole remedy available to any employee for any alleged breach of this policy or any alleged violation of their right here under shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any employee or board of any legal right.

Staff Reduction Policy

Should it be necessary to reduce the number of employees, the administration shall recommend to the Board which position or positions shall be eliminated. Which employee or employees shall be affected by the elimination of a position will be based on administrative recommendations to the Board with considerations given to employee certification endorsements, experience in the remaining position, educational training, employee evaluations, years of employment within the district, state and federal mandates, and overall educational program needs. The District will adhere to SDCL 13-43-6.4 should it be necessary to reduce the number of staff.

Personnel File

Each employee will have a confidential employee file to which there will be no additions without the employee's prior knowledge and the opportunity to rebut. Each employee has the right to review his or her confidential employment personnel file upon request to the appropriate administrator. The administrator shall schedule a time for review at a mutually

convenient time for the employee and administrator, and such review shall be made available within five working days of the request being received. The employee shall have the right to copy the contents of his or her personnel files at no cost.

Supervision of Events

All Certified Staff members will be required to provide general supervision at two school district events and will be compensated \$25.00 for each event for the 2011-2012 school year. The events in need of supervisors will be identified and staff will be assigned by the administration (K-4 staff will supervise the K-4 Music Concert and Grade 5 staff will do one of the 5th & 6th Grade Concerts and the Grade 6 staff will do the other as one of their assigned supervision events). Staff members can switch with other staff but they must inform the administration of the schedule change and ensure that each staff member supervise at least two events. Staff members will be assigned a designated supervision post and be given specific guidelines to enforce.

403 B Plans

The Chamberlain School Board accepts the institution of a 403 B Plan as one of the medically related options offered by the school district in its insurance package. Current medically related options are health, term life, cancer and dental. If a staff member chooses not to utilize the benefit amount for health insurance, they must present written proof of medical coverage. If medical coverage is not substantiated the benefit amount is forfeited. Staff will only be allowed to participate in 403 B Plans approved by CPI-Common Remitter Services (3rd Party Administrator of 403 B Plans).

Special Note: The Chamberlain Education Association (Certified & Classified) is aware of the need to maintain the integrity of the group plans and will be informed of and will work closely with the school district administration on the need for maintenance of the proper numbers in each medically related group plans.

Insurance

The School Board will pay on a spouse's group health insurance. However, the total of the group members using this spouse option cannot exceed more than 10% of the local membership.

- A) To qualify for this benefit you must apply for it and provide proof of eligibility.
- B) If the total applicants exceed 10% then the people on the higher steps of the pay schedule will be selected first.

Insurance—It is mutually agreed that the medical insurance (health, cancer, dental, life or TSA) benefit for all full-time certified staff will be set at **\$600.00 per month** for the **20162017** school year.

The Chamberlain School District will secure a provider of a Flex Plan that will include the option of daycare and unreimbursed medical added to the present Section 125 allowable.

Retired employees will be allowed to continue using the group health insurance based on COBRA

Salary Guidelines for 2015-2016

All returning teachers will receive an increase of **3.4% increase for 2015-2016**. Part-time teachers will receive an increase commensurate to their percentage of a full-time equivalent.

Base pay is defined as the salary of a teacher with no prior teaching experience and a Bachelor's degree with fewer than 15 semester graduate credit hours. The base pay shall be established annually by the negotiations process. **The base pay for 2015-2016 school year will be \$32,000.**

New Hires-Experience

Teachers employed by the Chamberlain District will be allowed up to fifteen years' experience credit on the hiring schedule for years previously taught in accredited schools outside the Chamberlain School District 7-1. The School Board may determine placement on the hiring schedule by considering previous teaching and/or comparable work experience, the recency of such experience and the similarity of the experience to the duties of the teaching assignment. Additional experience credit may be considered and negotiated with the superintendent and School Board, but in no instance will the hiring schedule placement exceed the sum of years of teaching and/or comparable work experience. A teacher entering the school system with previous teaching experience will be hired at no greater than that of a currently employed teacher with the same experience and degree status. The School Board reserves the right to offer salaries above the schedule limits, if needed, to provide adequate staff for school programs. Such exception shall not alter schedule provisions for other faculty members. The Board reserves the right to withhold the annual increments for any teachers deemed by official evaluation to have shown an unacceptable amount of progress during the preceding year. Such denial of increment shall be accompanied by a probationary status for any contract issued for future assignment.

04-18-16

Hiring Schedule 2016-17

Hiring Schedule 2016-17		\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 800.00
Years	BA	BA +15	BA +24	MA	MA +12
1	\$ 37,000.00	\$ 37,800.00	\$ 38,300.00	\$ 39,300.00	\$ 40,100.00
2	\$ 37,600.00	\$ 38,400.00	\$ 38,900.00	\$ 39,900.00	\$ 40,700.00
3	\$ 38,200.00	\$ 39,000.00	\$ 39,500.00	\$ 40,500.00	\$ 41,300.00
4	\$ 38,800.00	\$ 39,600.00	\$ 40,100.00	\$ 41,100.00	\$ 41,900.00
5	\$ 39,400.00	\$ 40,200.00	\$ 40,700.00	\$ 41,700.00	\$ 42,500.00
6	\$ 40,000.00	\$ 40,800.00	\$ 41,300.00	\$ 42,300.00	\$ 43,100.00
7	\$ 40,600.00	\$ 41,400.00	\$ 41,900.00	\$ 42,900.00	\$ 43,700.00
8	\$ 41,200.00	\$ 42,000.00	\$ 42,500.00	\$ 43,500.00	\$ 44,300.00
9	\$ 41,800.00	\$ 42,600.00	\$ 43,100.00	\$ 44,100.00	\$ 44,900.00
10	\$ 42,400.00	\$ 43,200.00	\$ 43,700.00	\$ 44,700.00	\$ 45,500.00
11	\$ 43,000.00	\$ 43,800.00	\$ 44,300.00	\$ 45,300.00	\$ 46,100.00
12	\$ 43,600.00	\$ 44,400.00	\$ 44,900.00	\$ 45,900.00	\$ 46,700.00
13	\$ 44,200.00	\$ 45,000.00	\$ 45,500.00	\$ 46,500.00	\$ 47,300.00
14	\$ 44,800.00	\$ 45,600.00	\$ 46,100.00	\$ 47,100.00	\$ 47,900.00
15	\$ 45,400.00	\$ 46,200.00	\$ 46,700.00	\$ 47,700.00	\$ 48,500.00
Revised April 2016					

Increases for Earned Credits

Hours of additional credit earned by teachers for salary increases or state certification purposes must be approved by the superintendent as being applicable to the teacher's assigned instructional duties, or to the general professional development of the teacher. As a general rule, these hours are to be graduate credits. Failure to comply with this policy will result in forfeiture of scheduled experience increment for future contracts. Proof of salary claims based on experience and training rest with the teacher. Copies of all official transcripts and state certification must be on file in the office of the superintendent. No employee shall receive salary for teaching assignments unless a copy of the South Dakota teaching certificate for said employee is on file in the business office.

Teachers eligible for salary increases under any of the following conditions shall furnish evidence of the same at the earliest possible date after completion, and not later than the 1st of September of the year to which the increase would apply: Earn 15 semester hours of work beyond B. A.-\$800

Earn 9 semester hours of work beyond B. A. + 15-\$500

Earn a Masters Degree-\$1000

Earn 12 semester hours of work beyond M. A.-\$800

Tuition Reimbursement

If the district pays 50% or more of a staff members' Advanced Degree, the district will enter into a written agreement with the staff member and request them to remain in the district for three years after the completion of the degree. If the staff member leaves the district before the three years, then a percent of the degree payment goes back to the district. Leave in 1st year: 70% goes back to the district, leave in the 2nd year: 50% goes back to the district, leave in 3rd year: 30% goes back to the district.

Extra Duty Payments

Extra Duty salaries for the *2016-2017* contract year will be based on a percentage of the BA Salary and experience. All employees receiving extra duty payments have the choice as to how the extra duty payment will be made. Staff can have the amount pro-rated over

regular payment installments or vouchered independent of regular pay installments and paid the first pay period after the completion of the Extra Duty provided the employee selects the method of payment by informing the Business Office of their choice as to how they will be paid prior to the 1st of September for that contract year.

National Board Certification

National Board Certified Teachers will be paid a \$2000.00 per year stipend for the duration of the ten (10) year certification period. The teacher must be employed as a teacher in the Chamberlain School District to be eligible to receive the stipend.

7th and 8th Coach’s Salaries

If the 7th and 8th grade coaching positions are to be combined due to numbers, the salary will be equal to an Assistant Varsity position.

The coaching position will be combined if the total 7th and 8th participant numbers are 20 or below. In addition, if one of the 7th & 8th coaching positions cannot be filled, the CSD Administration will be given the authority to combine the coaching position.

Extra Duty Schedule

When a coach drives the bus of the activity that he/she coaches, payment will be made as follows/ activity:

100 miles or less round trip = \$40 Over

100 miles = \$60

		Extra Duty Schedule						
		2016-2017						
Base Salary	\$32,000	Negotiations opted to keep base pay at 32,000 for the Extra Duty Schedule						
4/25/2016		Going forward we added an additional year onto everyone under 12 years of experience.						
		No longer 0 experience. We now go with actual number of years of experience.						

Position			% of Base	Base Salary	Exp.	Code	Total
Football							
	Head Varsity	Jerry Rhodes	11.60%	\$ 3,712	9	5	\$3,935
	Asst. Varsity	Bill Kurtz	8.00%	\$ 2,560	17	5	\$2,765
	Asst. Varsity	Bill Gray	8.00%	\$ 2,560	1	1	\$2,560
	Asst. Varsity		8.00%	\$ 2,560			\$2,560
	Asst. Varsity(MS)	Tom TenEyck	8.00%	\$ 2,560	1	1	\$2,560
		Total		\$13,952			\$14,380
Basketball							
	Head Coach Girls	Jeff Neuharth	12.85%	\$ 4,112	7	4	\$4,318
	Head Coach Boys	Adam Nelson	12.85%	\$ 4,112	3	2	\$4,235
	Asst. Varsity Girls	Ron LaMie	8.00%	\$ 2,560	1	1	\$2,560
	Asst. Varsity Boys	Steve Schoenhard	8.00%	\$ 2,560	3	2	\$2,637
	7th Grade Girls	Holly Evans	5.90%	\$ 1,888	12+	5	\$2,039
	8th Grade Girls	Todd Palmer	5.90%	\$ 1,888	2	1	\$1,888
	8th Grade Boys	Adam Schroeder	5.90%	\$ 1,888	2	1	\$1,888
	7th Grade Boys	Holly Evans	5.90%	\$ 1,888	12+	5	\$2,039
		Total		\$ 20,896			\$21,604
Wrestling							
	Head Varsity	John Donovan	12.25%	\$ 3,920	13	6	\$4,234
	Asst. Wrestling	Jeff Steckelberg	8.00%	\$ 2,560	10	5	\$2,714
	CMS Wrestling	Lucas Giese	6.50%	\$ 2,080	5	3	\$2,163
	Asst. Wrestling	Bill Kurtz	6.50%	\$ 2,080	6	3	\$2,163
		Total		\$ 8,560			\$9,110
Gymnastics							
	Head Varsity	Sherri Knippling	12.25%	\$ 3,920	12 +	5	\$4,234
	Asst. Varsity	Julie Muldoon	8.00%	\$ 2,560	3	2	\$2,637
		Total		\$ 6,480			\$6,870
Volleyball							
	Head Varsity	Amy Donovan	12.25%	\$ 3,920	11	5	\$4,155
	Asst Varsity		8.00%	\$ 2,560			\$2,560
	7th Grade Coach	Carrie Cox	4.75%	\$ 1,520	2	1	\$1,520
	8th Grade Coach	Karen Kott	4.75%	\$ 1,520	3	2	\$1,566

		Total					\$ 9,520				\$9,801
Track											
	Head Varsity		11.00%	\$ 3,520							\$3,520
	Asst. Varsity	Garry Winter	6.50%	\$ 2,080	12 +	5					\$2,246
	Asst. Varsity	Holly Evans	6.50%	\$ 2,080	3	2					\$2,142
	Asst. Varsity	Renee Long	6.50%	\$ 2,080	12 +	5					\$2,246
	Asst. Track	Valerie Nelson	6.50%	\$ 2,080	1	1					\$2,080
		Total					\$ 9,760				\$10,155
Cross Country											
	Head Varsity	Garry Winter	9.26%	\$ 2,963	12 +	5					\$3,200
		Total					\$ 2,963				\$3,200
Golf											
	Head Coach Boys	Chris Caldwell	6.50%	\$ 2,080	3	2					\$2,142
	Head Coach Girls	Libby Renbarger/Todd Palmer	6.50%	\$ 2,080	1	1					\$2,080
		Total					\$ 4,160				\$4,222
Total	Athletic	Salaries					\$ 76,291				\$79,343
Position		Employee	% of Base	Salary							
Fine Arts											
Fall Production											
	Head	Trisha Burke	9.26%	\$ 2,963	12 +	5					\$3,200
	Choral Dir (Odd Years)		8.00%	\$ 2,560							\$2,560
	Asst.	Lynn Peterson	6.73%	\$ 2,154	5	3					\$2,240
	Set Director	Trisha Burke	1.25%	\$ 400	12+	5					\$432
One-Act Play											
	Head	Trisha Burke	10.13%	\$ 3,242	12 +	5					\$3,501
	Asst.	Lynn Peterson	7.62%	\$ 2,438	7	4					\$2,560
Other											
	Vocal Music Director	Jesse Dunaway	8.50%	\$ 2,720	1	1					\$2,720
	Improv		5.00%	\$ 1,600							\$1,600
	.75 Band (March/Pep)	Phil Carlson	17.00%	\$ 4,080	6	3					\$4,243
	.75 5-8 Band	Carl Mathwig	8.50%	\$ 2,040	1	1					\$2,040
	CES Testing Co-ordinator	Kayla DeJong		\$ -	3						\$325

	Testing Co-ordinator	Chelsey Tyrell			\$ -	2		\$650
Total	Fine Arts	Salaries			\$ 24,197			\$ 25,096
Other Extra Duties								
	.60 Voc-Ag Summer	Justin Graves	15.50%		\$ 2,976	10	5	\$3,155
	FFA	Justin Graves	4.00%		\$ 1,280	10	5	\$1,357
	Oral Interp	Amanda Longhenry	4.00%		\$ 1,280	1	1	\$1,280
	Title I Director	Donna Neeman	6.50%		\$ 2,080	12 +	5	\$2,246
	Title I Director-St. Joe's	Donna Neeman	6.50%		\$ 2,080	12+	5	\$2,246
	Grade 7-12 Detention	Lisa Schlafmann	5.40%		\$ 1,728	5	3	\$1,797
	H. S. Annual	Garry Winter	7.20%		\$ 2,304	2	1	\$2,304
	Jr. Class Advisor	Raquel Pazour	2.00%		\$ 640	21	5	\$691
	Jr. Class Advisor	Carissa VanderLey	1.20%		\$ 384	3	2	\$396
	Jr. Class Advisor	Jeffery Steckelberg	1.20%		\$ 384	6	3	\$399
	H. S. Stu Cou Head	Raquel Pazour	3.00%		\$ 960	20	5	\$1,037
	H. S. Stu Cou Asst	Raquel Pazour	1.20%		\$ 384	12	5	\$415
								\$8,560
Total	Other Extra Duties	Salaries			\$ 16,480			\$ 17,323
		Total Extra Duty Salaries			\$ 116,968			\$121,762
Code	Experience	Multiplier						
1	1-2 years	0						
2	3-4 years	0.03						
3	5-6 years	0.04						
4	7-8 years	0.05						
5	9-11 years	0.06						
6	12+ years	0.08						

