

WINNER SCHOOL DISTRICT 59-2

2008-09

NEGOTIATED AGREEMENT



Mission Statement

**All students will be empowered to succeed in a
changing society.**

2008-09 Negotiated Agreement

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Article I Recognition

1.1 Recognition

Pursuant to the provisions of SDCL 3-18-3, the School Board of School District 59-2, Winner, South Dakota, hereinafter referred to as the 'Board', recognizes the Winner Education Association hereinafter referred to as the 'Association' as the sole and exclusive representative of all regularly employed personnel whose position requires certification, hereinafter referred to as 'Members of the Bargaining Unit,' except for employees who devote more than 50 percent of their time to administrative duties.

Article II Employment Conditions

2.1 Rural Teacher Stipends

- a. All members of the Bargaining Unit assigned to rural schools will receive a \$2,500.00 isolation stipend.
- b. In those rural schools where Members of the Bargaining Unit are expected to perform custodial duties they shall be paid an additional stipend of \$200.00.
- c. All rural schools will be thoroughly cleaned one week prior to the first day of school. In the event that the school is not cleaned, the Member(s) of the Bargaining Unit may clean the assigned school/classroom, submit a voucher to the business office and be paid an hourly wage equivalent to beginning custodial pay. Payment will be given within their next paycheck.

2.2 Hiring Procedures

Members of the Bargaining Unit entering the Winner School District will be placed on the salary formula. Placement on the formula will be based on previous years of properly certified experience, comparable assignment, and accreditation of the school. A newly hired Member of the Bargaining Unit will be given full credit for previous experience up to and including 10 years. If a Member of the Bargaining Unit is rehired into the School District, s/he will be given full credit for previous experience upon satisfying continuing contract requirements.

2.3 Graduate Credit Changes

New graduate credits for Members of the Bargaining Unit will be added to current graduate credit balance as long as the notification in 2.4 is followed.

2.4 Informing Administration – New Graduate Credits Completed

It will be the duty of each Member of the Bargaining Unit upon completion of graduate course work to inform the administration in writing by the September board meeting of the number of newly completed graduate credits.

Graduate credits completed after the September Board of Education meeting, will not be effective for that school year, but can be added to the graduate credits the following year.

2.5 Salary Formula

All Members of the Bargaining Unit are to be on the salary formula. Those with extended contracts shall receive additional salary on a pro-rated basis. A Member of the Bargaining Unit employed for more than half time shall be placed on the salary formula and shall be paid a salary and benefits proportionate to the amount of time employed.

2.6 Extra Assignment Duties

The taking of tickets at events shall be voluntary duty. At the onset of each school year, the administrator responsible for assigning the above duties shall call for volunteers from Members of the Bargaining Unit or the community who wish to perform such duties. The duty assignments shall be made from the list of volunteers. The timing and score keeping for events will be carried out by qualified Members of the Bargaining Unit. Assignment shall be made by meeting with the persons involved to determine the schedule. Persons who perform such duties shall be reimbursed in accordance with Section 4.7 of this agreement.

2.7 Payroll Deductions

Upon written authorization from the Member of the Bargaining Unit, the Board shall deduct from the salary of said member, and make remittance for, South Dakota Retirement Plan 457 (B), and any other program authorized by the Member. Such authorization shall remain in force, except upon written notification by the Member.

Payroll deductions must be authorized in writing. Annual insurance premiums in excess of the Board's contribution will be deducted from the paychecks of those Members of the Bargaining Unit electing to participate in the school's hospitalization plan. Members of the Bargaining Unit being paid on a ten-month basis may authorize deductions for premium increases from their June paychecks. If the Member chooses, s/he may pay for the July and August premium in excess of the Board's by personal check. Such payment will be due in the District Office on the first working day of each month. Failure of a Member of the Bargaining Unit to make such payment will result in the termination of the Member's hospitalization insurance. The business office must be notified by the first of the month if revisions are made in payroll deductions.

The Board will allow payroll deductions for professional dues, South Dakota Retirement Plan 457 (B), group hospitalization insurance, and the Winner School's Cafeteria Plan. Deductions may be indicated at any time, but will be put into effect in either September or January. Professional dues will be paid in equal installments with the monthly pay. The business office must be notified by Friday of the first week of the school year or the first Friday of January for any changes.

2.8 Extracurricular Assignments

Members of the Bargaining Unit will not be required to gain more education for the purpose of accepting an extra duty assignment not currently held. Extracurricular assignments will be reflected in the current teaching contract. A Member of the Bargaining Unit wishing to be relieved of an extracurricular assignment shall notify the Superintendent no later than March 1st of the current school year; the extracurricular resignation will be accepted.

2.9 Notification of Assignment

Members of the Bargaining Unit will be given written notice of their assignment in their individual employment contract for the new school year. This contract shall be issued by May 15 of the current school year, regardless of the status of negotiations. In the event changes in teaching assignments are necessary for the subsequent school year, these changes will be reflected in the new contract.

If a rural school is closed after a contract to teach in that school has been issued, the member of the Bargaining Unit shall be provided employment in the Winner School District and be compensated in the amount of the original contract or be provided an opportunity to resign without paying liquidated damages.

2.10 Transfers

In the event an existing staff position is vacated through death, retirement, resignation, termination, or in the event a new position is created by the Board, that position will be temporarily filled, and members of the Bargaining Unit who choose to apply will be given consideration for the position in the next contract year. Qualifications being equal or similar, Members of the Bargaining Unit shall be selected to fill the vacancy over outside applicants. If selected, the employee will have 10 working days after the notification to accept/reject the position.

Members of the Bargaining Unit desiring changes in assignments, city to rural, rural to city, grade level, buildings, subjects, etc., must notify the Superintendent prior to March 1.

Approved requests will be reflected in the subsequent year's assignment. It is the responsibility of the Superintendent of Schools to notify Members of the Bargaining Unit of vacancies occurring during the school year as well as for the upcoming school year. In the event that the Administration determines that a transfer would serve the best interest of the district, it is required that currently employed Members of the Bargaining Unit who meet the qualifications of the position be notified so that they may express their interest in the position. If no other qualified Member of the Bargaining Unit expresses interest in the position, and if no outside applicant is found through the usual hiring procedures, it is the responsibility of the administration to make a decision in the best interest of the district. Transfers will not be arbitrary or capricious. The teaching and extra-curricular vacancies and closing dates will be listed on the School District web site.

Members of the Bargaining Unit affected by involuntary transfer will be accorded due process. In the absence of extenuating circumstances, the following procedural protection will be completed.

1. The immediate supervisor must discuss the transfer with the Member of the Bargaining Unit involved at least two weeks prior to the transfer being recommended to the Board.
2. The Member of the Bargaining Unit involved must receive a written explanation from the Superintendent of reasons for which the involuntary transfer is being recommended to the Board. The written reasons must be delivered to said Member at least one week prior to the transfer being recommended to the Board. The Member, at that time, shall also be given notice of the date, time, and place that the Board will consider the recommendation.

2.11 Rural Teacher Resource Time

Upon approval of the Principal, rural Members of the Bargaining Unit may utilize up to one half (1/2) day of their parent/teacher conference time to obtain classroom resources.

2.12 Work Day

The normal work day for the Members of the Bargaining Unit shall be seven hours and thirty minutes on Monday through Thursday and seven hours and ten minutes on Friday. Members of the Bargaining Unit shall be allowed to leave the building during their lunch period, if they are not on duty. They will be allowed to leave the building during their planning period after checking out through the office. Three working days shall intervene between the end of the quarter and the time the grades are submitted.

Section A

Meetings that are required by federal and state law that affect the education plan of a student (IEP, MDT, 504) will be scheduled at a time conducive to the needs of the parents. Tuesday, Wednesday, or Thursday at 7:30 AM, during the school day, or 3:00 PM will be the suggested times. Teachers will attend these meetings to discuss the student progress report and make recommendations to the Special Education teacher in charge of the meeting. In the event a teacher cannot attend the IEP meeting, two things must be done: 1) The parent's agreement must be obtained in writing (by the SPED department) in order to excuse this particular teacher 2) The teacher must submit a written report to the IEP team. Members of the Bargaining Unit in attendance outside the workday will be compensated at the rate outlined in 4.1. Timesheets can be picked up by staff at each building principal office. The Member of the Bargaining Unit will be responsible for the completion and turning in of the time sheet.

Section B

Faculty/Professional development meetings for each building shall be scheduled for not more than two days of each month. Teachers shall be excused from building faculty meetings in the event of an emergency or for assigned school duties.

Building faculty meetings may be scheduled before or after the work day, as determined by the administration of that building. Meetings may extend up to 45 minutes beyond the regular work day. These meetings shall be attended without additional compensation.

Section C

A teacher may be required to attend, without additional compensation, up to five meetings per year that are not covered under A or B. These meetings may last up to one hour beyond the regular workday. After 5 meetings the employee will be compensated according to section 4.1.

2.13 Classroom Moves

Classroom moves are the responsibility of the Winner School District's Maintenance Department, not Members of the Bargaining Unit. Teachers are responsible for moving their personal supplies/equipment only.

2.14 Noon/Recess Duty

Elementary teachers will be assigned noon duty. Noon duty teachers will receive a free lunch on days they are supervising lunch or noon recess. Teachers will receive at least one free planning period each day. The principal will assign schedules as necessary for supervision of students.

2.15 School Calendar

The annual school calendar may be proposed by a calendar committee composed of three members of the Bargaining Unit, the Superintendent, and two Principals of the Superintendent's choice. The parties recognize that the Board of Education has the final authority in adopting a school calendar.

2.16 Student Teaching Assignments

Participation in student teaching assignments shall be voluntary for each Member of the Bargaining Unit. A form will be developed and signed by both the building principal and member of the Bargaining Unit who accepts a particular teaching assignment.

2.17 Agreement Dispersal

The employer will provide a copy of the negotiated agreement on the school web site.

Article III – Leaves

3.1 Sick Leave

At the beginning of each school year, each Member of the Bargaining Unit will be granted twelve (12) days sick leave. Unused sick leave may be accumulated to a maximum of eighty-five (85) days. Sick leave may be utilized for personal illness/disability, maternity/paternity/adoptive leave and for serious illness in the immediate family. A total of five days sick leave may be used for each death in the immediate family. The Superintendent may grant Emergency bereavement leave (more than 5 days) when extenuating circumstances warrant. ‘Immediate family’ shall be defined as mother, father, grandparents, grandchildren, aunts, uncles, nephew, niece, spouse, child, step child or step parent, foster children, brother, sister, or in-laws of any of the above.

‘Serious illness’ shall mean any illness, which a physician would certify as being necessary for the Member of the Bargaining Unit to be in attendance with family members. The Superintendent reserves the right to request verification of the need for absence under provisions of this paragraph. The Board of Education may extend the sick leave of a Member of the Bargaining Unit whose sick leave benefits have been exhausted.

As a form of recognition for contribution to the District, employees separating or retiring after at least ten years of continuous employment in the District shall receive a severance allowance based on the following schedule:

Years of Employment	Accumulated Sick Days	Daily Rate	Maximum Allowance
10	60	\$30	\$1800
11	70	\$30	\$2100
12	80	\$30	\$2400

To receive the severance allowance, intention to separate from the District must be presented in writing to the Superintendent. The Member of the Bargaining Unit must complete the term of the existing contract or be released from the contract by the School Board. Members of the Bargaining Unit leaving the employment of the District with more than 12 years of service will receive a severance allowance based on the final step of the above table.

3.2 Sick Leave Bank

1. A Sick Leave Bank shall be established for the purposes of aiding Members of the Bargaining Unit who have exhausted their accumulated sick leave through extended absence due to personal illness/disability or serious illness in the immediate family (immediate family and serious illness is defined in 3.1). The bank will contain unused sick days, which are voluntarily contributed by participating Members.

2. The deadline for sick leave bank enrollment will be by September 15th for each school year or within fifteen (15) days following employment.
3. Membership in the sick leave bank is made possible by contributing at least one (1) day of sick leave to the bank. Additional days of up to ten (10) per year may also be contributed by each member. Annual contributions to the bank must be finished by September 15 or within fifteen (15) days of employment. Donations to the bank by persons with the maximum accumulation of sick leave will make these donors eligible to again obtain regular sick leave days in order to maximize their accumulations. 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 of the Bargaining Unit having accumulated sick leave shall contribute one additional day. Unused days in the bank shall be carried over to the next year. Use of bank days by participants shall be limited to the school year in which the personal illness/disability or the serious illness in the immediate family began.
4. Administration of the sick leave bank will be handled by a committee of four (4) Members of the Bargaining Unit, appointed by WEA, two (2) classified employees, appointed by that group, and (2) administrators appointed by the Superintendent. 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. The committee shall establish guidelines to govern its decision-making process regarding the granting or denial of requests for withdrawals from the bank. The business manager will make the initial decision on the number of days granted or denied from the sick leave bank. Upon partial or full denial of a request for withdrawal of sick leave days, the employee may appeal the decision of the business manager to the sick leave bank committee who will then make the final decision on the appeal. The business manager and committee shall insure that withdrawals from the bank under this policy are made available to those applicants who have not abused sick leave, and provide that such withdrawal is made for prolonged illness or disability caused by a catastrophic accident. The committee guidelines shall provide a basis for insuring that withdrawals from the bank under this policy is made available only to those applicants who have not abused sick leave, and provide that such withdrawal is made for prolonged illness or disability caused by catastrophic accident.
5. 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 as to the specific number of days the member will be required to be absent for that specific personal illness/disability or that of the immediate family members serious illness or disability. The business office will forward the request to the committee for a decision.
6. The maximum of sick leave days which the committee may provide to a participant is thirty-five (35) annually. Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave; however, each participant who has received assistance from the sick leave bank must reestablish participation for the next school year.

7. When a Member of the Bargaining Unit is retiring at the end of the school year, the member may donate up to fifty (50) days of unused sick leave to the sick leave bank.

3.3 Personal Leave

The Board shall grant each Member of the Bargaining Unit no more than three (3) days of personal leave each year. The first two (2) days will be at no cost to the Member of the Bargaining Unit. The remaining day will be at the cost of a substitute. Members of the Bargaining Unit requesting personal leave are not required to provide reasons for this leave.

No personal leave shall be granted in conjunction with holidays or during the last 7 classroom days of the current school year unless extenuating circumstances are proven by the Member of the Bargaining Unit making application. The Superintendent of Schools shall make the final decision on leaves that fall under the category of 'extenuating circumstances.' Any member of the Bargaining Unit that has not used any and or all of their two personal days shall receive \$50 for each unused day. This payment shall be with the June payroll disbursement and subject to normal income tax, social security and SDRS deductions. (Family weddings and graduation situations will be approved)

3.4 Court and Jury Leave

Any Member of the Bargaining Unit who is called to serve on jury duty, subpoenaed, or to testify in court will be granted release time and will be reimbursed under the following conditions: full pay will be given to the Member of the Bargaining Unit when all reimbursements received for such court and jury duty, except that granted for mileage, room and other expenses which are not a part of the daily wage that has been assigned to the school. This assignment shall be necessary only for those days the Member of the Bargaining would be absent from work. In the instance of Members of the Bargaining Unit under contract, this would apply to terms of the contract.

3.5 Leave of Absence

An unpaid leave of absence for a period not to exceed one year will be granted to a Member of the Bargaining Unit for the purpose of education or when sick leave has been exhausted pursuant to the following conditions. The Board will make the same effort in finding a replacement as with any other Member of the Bargaining Unit recruitment. If a replacement has not been found by June 1, the leave will not be granted. The Member of the Bargaining Unit on leave must confirm his/her intent to return from leave by March 1. Failure to do so will be taken as a resignation. Upon returning, the Member of the Bargaining Unit shall be given the teaching experience s/he held prior to the leave. If the position becomes part of a RIF during the Member of the Bargaining Unit's absence, the Staff Reduction Policy will apply. Requests of people having special needs not addressed, above, will be considered on a case-by-case basis by a committee made up of three (3) representatives of the Board and two (2) representatives of the Bargaining Agent whose recommendation shall be acted upon by the full board.

3.6 Professional Leave

1. Members of the Bargaining Unit may be allowed compensated release time for attendance at conventions, institutions, workshops or other professional or educational meetings when approved by the Superintendent of Schools.
2. When making application for professional leave, the Member of the Bargaining Unit will obtain the proper form from the Principal. Upon completion, it shall be returned to the Principal for his/her recommendation and then given to the Superintendent for final disposition. Applications for professional leave shall be submitted to the Member's immediate supervisor. Copies will be made for the Principal, the Superintendent, and the Member of the Bargaining Unit making application. The Member of the Bargaining Unit shall receive response to the application within ten (10) working days of the application.
3. Expenses shall be granted to each Member granted leave, consistent with Board policy.

3.7 Association Leave

In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, these persons shall be excused without loss of salary under the following conditions: (a) the aggregate number of days absent in any school year may not exceed ten (10); (b) no more than four (4) Members of the Bargaining Unit may be absent at any one time. An exception would be the Representative Assembly where a maximum of six (6) Members of the Bargaining Unit may attend: (c) the frequency of such absence may not impair the quality of instruction; and (d) a written request for absence has been submitted to the Superintendent.

3.8 Adoptive/Maternal/Paternal Leave

For cases in which there are prolonged complications of birth which have caused a member the use of all their sick days and the days granted from the sick leave bank, the Member of the Bargaining Unit will then be granted up to fifteen (15) days adoptive/maternal/paternal leave if they bear the cost of the substitute teacher.

3.9 Substitutes

The Administration shall be responsible for providing a substitute for each Member of the Bargaining Unit absent from work. In the event an on duty Member is asked to fill in for the absent Member, it shall be voluntary and at a rate of \$10.00 per class period.

3.10 Wellness Leave

Wellness Leave of one day may be taken if all eligibility requirements are met. This leave shall be available to Bargaining Unit members who are employed by the District the entire preceding school year and took no sick leave. The use of bereavement leave as part of sick

leave shall not disqualify a teacher for this leave. Taking the leave itself shall not disqualify a teacher from taking it the next year. The leave will not be cumulative. If a Member of the Bargaining Unit chooses, s/he may elect to take a \$60 check instead of the extra day of personal leave.

3.11 Activity Leave:

Activity leave may be granted to a Member of the Bargaining Unit when a spouse, son, or daughter, is participating in a school sponsored event. This leave will be granted provided a suitable solution can be made to cover that individual's responsibility. If a substitute is needed to be hired, this cost will be paid by the Member of the Bargaining Unit unless a Personal Day is used. Notice of leave must be given at least 24 hours in advance and will be acted upon the same date it is received.

3.12 Armed Forces Recognition Leave

Employees requesting leave to attend a departure or homecoming celebration will be allowed leave from their three days of personal leave for the celebration. Immediate family members will be allowed up to two days of leave when a family member is being deployed. This will be taken from personal leave. If no personal leave is available, those days can then be taken from sick leave. Personnel will need to complete a leave request form indicating reason for leave.

Article IV - Employee Compensation

4.1 Extracurricular Pay Schedule

The Extracurricular Pay Schedule will be utilized with the salary formula as shown in the following paragraphs.

The base pay plus the amount determined by the number of years of experience of the member of the bargaining unit in the activity, plus the amount determined by the number of graduate credits and/or a master degree, plus the amount of the equalizer will be used to identify the number to be used in calculating extracurricular pay.

This number will be multiplied by the percentage indicated in the extracurricular pay schedule (see below), and any other amounts indicated will be added to determine the payment of a given activity. Hourly rates of pay will be used when designated. The payment will then be computed by multiplying the hourly rate by the number of hours worked. Extracurricular pay will be added into the individual's contracted amount, and will be prorated into each paycheck.

Any years of volunteer experience within the Winner Schools, with administrative approval, will count towards the total number of years of experience. Experience transferred to the district must be years of paid experience. It will be the responsibility of the Member of the Bargaining Unit to provide verification for years of paid experience in an activity in a district other than the Winner School system. The extracurricular pay scale begins on the following page.

Activities Director	15.0%
Basketball	
Head Coach	13.5%
Varsity Assistant	9.0%
9 th Grade Coach	5.75%
8 th Grade Coach	4.75%
7 th Grade Coach	4.75%
Football	
Head Coach	12.0%
Varsity Assistants	8.0%
Freshman Coach	5.5%
Freshman Assistant	5.0%
Middle School Coach	4.5%
Middle School Assistant	4.0%
Wrestling	
Head Coach	13.0%
Varsity Assistant	9.0%
Middle School Coach	4.75%
Middle School Assistant	4.25%
Track	
Head Coach (Combined B-G)	13.25%
Head Boys or Girls Coach	8.5%
Varsity Assistant	7.75%
Middle School Coach	4.75%
Middle School Assistant	4.25%
Cross Country Head Coach	9.0%
Golf	
Head Coach	5.0%
Assistant Coach	3.0%
Volleyball	
Head Coach	11.5%
Assistant Coach	7.5%
Freshman Coach	5.0%
Middle School Coach	4.75%
Music	
Director	3.0%
HS Instructor (Combined Chorus and Band)	25.0%
HS Instructor	11.0%
MS Instructor	10.0%
Vocal Instructor	10.0%
Speech	
Director	3.0%
Technical Director-All Plays	5.0%
Contest One Act Play	3.5%
Second H.S. One Act Play	3.0%
Middle School One Act Play	3.0%

Head Debate	6.0%
Assistant Debate	2.0%
Head Oral Interpretation	4.5%
Assistant Oral Interpretation	4.0%
All-School Play	5.5%
Math Counts Advisor	5.0%
Publications Warrior Year Book	10.0%
School Newspaper	4.5%
Junior Class Advisor	6.5%
Assistant Advisor	5.5%
Cheerleader Advisor	4.75%
Cheerleader Assistants	3.75%
Spirit Club Advisors	3.0%
Warriorette Advisor	4.5%
Assistant Warriorette Advisor	2.5%
FFA Advisor	3.0%
FCCLA Advisor High School	4.5%
Middle School	4.5%
Combined	12.0%
WHS Student Council Advisor	3.5%
Assistant Student Council Advisor	3.5%
TORCH Advisor	3.0%
Quiz Bowl Co-Advisor (two)	4.5%
Academic Banquet Advisor	3.0%
Science Fair Director	3.0%
Special Olympics (Head)	4.5%
W-Club	3.0%
Gymnastics Assistant	\$10.00 pr. hr.
Reading Olympics/Brain Brawl Coordinator	3%
Community Education Director	6.0%
HS Concession Stand Director	8.5%
MS Concession Stand Director	5.0%
NCA Co-Chair	10.0%
Driver Education/Tutors/IEP Meetings	\$15.00 pr. hr. outside the work day
Other Assignments	\$15.00 pr. hr. or \$50 per day

Any assignment not already addressed elsewhere in the negotiated agreement, which falls outside the regular workday, will be paid at the rate stated above or the assignment will be on a voluntary basis.

4.2 Early Retirement

Any Member of the Bargaining Unit, who has completed at least ten (10) years of consecutive employment with the Winner School District as a full-time certified teacher as of June 30th of the year, and the sum of whose age plus the number of years of credited service equals at least eighty-five (85) as of June 30th, may elect to retire early. As used in the

preceding sentence, the 'number of years of credited service' shall be the number of years that the Member has taught full-time as a certified teacher in any accredited school system.

A Member of the Bargaining Unit who is qualified for early retirement and who elects to take early retirement must notify the Superintendent thereof in writing prior to May 15th of the year which precedes the school year at the end of which such early retirement will occur. However, the Board may excuse lack of sufficient notice and may authorize a Member's early retirement if it determines that extraordinary circumstances exist which were not foreseeable at the time when notice was otherwise due, so long as the Member's early retirement will not cause undue harm or hardship to the District.

Members of the bargaining unit, who wish to retire and receive the retirement benefits at the end of that current year, will submit a written resignation prior to March 1st of that year.

Upon such early retirement, the Member shall be entitled to receive a cash payment that is equal to seventy-five percent (75%) of the Member's last effective contracted annual salary, exclusive of extra duty pay.

The cash payment shall be payable either as one lump sum payment, or in three equal payments to be paid as follows: one-third of the lump sum to be paid on the June 30th immediately following retirement and one-third on each subsequent June 20th until paid in full.

In the event the Member of the Bargaining Unit dies while all or any part of these early retirement benefits remain unpaid, such benefits shall be paid to the designated beneficiary of the Member, or to the Member's estate.

A Member of the Bargaining Unit electing early retirement shall have the opportunity to convert the then-existing health insurance program, at the Members expense, providing notice of intent to convert is submitted to the group insurance administrator within sixty (60) days of the elected retirement date.

This provision is separate from, in addition to, and is not in any way connected with any provision of or benefits available under the South Dakota Retirement System. South Dakota law defines and controls any benefits therein that may be available to the Members of the Bargaining Unit.

If any portion of this provision is found to be void as contrary to law, the Bargaining Unit and the Board shall commence negotiations as soon as practicable to make those revisions necessary to bring this provision into compliance with the law.

4.3 Rural School Teacher Time/Mileage

Unless approved by the Board, Members of the Bargaining Unit will not be assigned the same one or two teacher school more than two years. In making the decision as to the

transfer, the Board will take into consideration the distance to be traveled by the Member of the Bargaining Unit.

Members of the Bargaining Unit assigned to rural schools will be reimbursed for their travel according to the formula outlined in the paragraphs below.

The mileage rate allowed by the State of South Dakota, less five (5) miles per day; computed by taking the shortest distance by way of maintained roads from the Member of the Bargaining Unit's home to the school assigned or from the Central Office to the assigned school by way of maintained roads which ever method is determined to be the shortest.

Members of the Bargaining Unit will be reimbursed monthly for their mileage expenses provided the voucher is submitted to the building principal on or before the last teaching day of the month.

Members of the Bargaining Unit assigned to rural schools will be reimbursed for their mileage up to two (2) preschool preparation trips.

4.4 Hospitalization Plan

A six-member committee will be appointed to select the carrier for the hospitalization plan. Three members will be appointed by the WEA and three members by the Board.

The Winner School District will pay the single premium for the school's \$250.00/\$500.00/\$1000 deductible hospitalization plan, carried by the Associated School Boards for each Member to the Bargaining Unit up to the 2008/09 \$1000 deductible single rate. (\$410.62)

In the event that the single premium increases above the District's maximum obligation, the WEA may seek from the carrier an increase in the deductible, but such changes shall not increase the District's obligation under this provision.

Members of the bargaining unit may elect to use plan A or plan B or plan C in accordance with the Winner School District's Schedule of Benefits.

4.5 Salary Payments/Banking Checks

The salary formula shall be listed in Appendices. Members of the Bargaining Unit may choose to receive their salary on ten or twelve-month basis by notifying the business office prior to the first Friday in September. Members of the Bargaining Unit will receive their paychecks on the 20th of each month.

All members of the Bargaining Unit will participate in the direct deposit payroll method.

4.6 Employee Absence

Should a Member of the Bargaining Unit be absent from work without pay, s/he shall have deducted from her/his basic salary, the contractual amount divided by the number of days in session in the legal school term for each day missed.

4.7 Payment for Extra Duties Assigned

Payment for extra assignment duties include, but are not limited to:

- a. Ticket taking and/or announcing at extracurricular events-to be paid at a rate of **\$25.00** per duty session.
- b. Scorekeeper and Timer-to be paid at a rate of **\$30.00** per duty sessions.
- c. If a session exceeds three hours, an additional **\$7.00** will be added to each worker's pay in both 'a' and 'b' above.
- d. Lunch room/noon duty-free meal per duty day. Any extra assignment duties during scheduled vacations and on Sunday shall be the responsibility of the Board of Education.

4.8 Mileage Reimbursement

Any Member of the Bargaining Unit desiring reimbursement for travel expenses incurred in transporting students or other travel for a school function and using his/her personal vehicle must obtain written approval from the member's immediate supervisor prior to incurring the expense. If the prior written approval is granted, the Member will be reimbursed for the round trip mileage from the appointed starting point to the destination at the State's approved mileage rate.

The members of the Bargaining Unit incurring such expense will be reimbursed monthly for their expenses provided a voucher is submitted to the immediate supervisor on or before the last working day of the school month.

Intra district travel to fulfill contractual obligations will be reimbursed at the same rate. Members of the Bargaining Unit incurring such expenses will be reimbursed at the end of the year, provided the voucher is submitted on or before the last working day of the school year.

4.10 Distance Learning

\$1000 per teacher/per course/per semester

Article V-Grievance Procedures-Members of the Bargaining Unit

5.1 Definition

- a. A 'grievance' is a claim by a Member or Members of the Bargaining Unit that there has been a violation, misinterpretation, or that inequitable application of a policy, rule or regulation of the Board as they apply to rates of pay, wages, hours of employment, or other conditions of employment.
- b. The term 'Member or Members of the Bargaining Unit,' except where otherwise indicated, is considered to apply to any Member of the Bargaining Unit. The term 'Member of the Bargaining Unit' may include a group of Members of the Bargaining Unit who are similarly affected by a grievance.
- c. An 'aggrieved person' is the person(s) making the claim.
- d. A 'party in interest' is the person(s) making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the problem.
- e. 'Association' shall mean the group recognized by the Board as the exclusive representative of the Members of the Bargaining Unit.
- f. 'Board' shall mean the Board of Education of the Winner School District 59-2.

5.2 Purpose

- a. The purpose of this procedure is to secure, as soon as possible at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the conditions under which Members of the Bargaining Unit render their professional services.
- b. These procedures shall be kept as informal and confidential as may be appropriate at any level.
- c. Nothing herein as contained shall be construed as limiting the right of any Member of the Bargaining Unit having a grievance to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association-at any time.
- d. Any Member or Members of the Bargaining Unit shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose.

5.3 Structure

- a. The Association shall designate for each 'administrative area' a representative(s) to be selected in such a manner as may be determined by the Association.

5.4 Time Limits

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time

limits specified may, however, be extended by the mutual agreement of both parties in writing.

- b. In the event a grievance is filed at such time that it cannot be processed through all steps in this procedure by the end of the school year, the time limit set forth herein will be reduced to the end of the school year or as soon thereafter as it is practicable.

5.5 Informal Procedure

- a. If a Member of the Bargaining Unit feels that s/he has a grievance, s/he should first discuss the matter with the administrator to whom s/he is directly responsible-in an effort to resolve the problem informally.
- b. A committee composed of three Members of the Bargaining Unit, appointed by the President of WEA, and one school administrator, appointed by the Board, shall develop the forms referenced in Section 5.7 of this policy.

5.6 Formal Procedure

- a. Level One--Immediate Supervisor

Whenever any Member or Members of the Bargaining Unit have a grievance, s/he or they shall meet informally with the immediate supervisor of the Member of the Bargaining Unit within thirty (30) working days after the alleged violation. The immediate supervisor shall set a meeting date as soon as possible; but, in any event, no later than seven (7) working days after the grievance has been filed. Within seven (7) working days after the meeting, the immediate supervisor shall serve a written disposition of the matter upon the Member of the Bargaining Unit and deliver a copy to the Superintendent and the Association.

- b. Level Two--Superintendent of Schools

The Member of the Bargaining Unit may appeal the disposition made at Level One to the Superintendent or his/her official designee within seven (7) working days of the immediate supervisor's written disposition of the grievance. The Superintendent shall arrange with the Member of the Bargaining Unit for a meeting to occur as soon as possible, but not later than seven (7) working days following the referral. The Member of the Bargaining Unit and the Association shall be provided with the Superintendent's written response, including the reasons for the decision within seven (7) working days.

- c. Level Three--Board of Education

Within seven (7) working days after receipt of the above disposition, the Member of the Bargaining Unit may, if the grievance remains unresolved, appeal the Board. The Board shall hold a formal hearing within ten (10) working days or at its next regularly scheduled meeting, whichever comes soonest, and serve a written disposition of the matter on the Member or Members of the Bargaining Unit within seven (7) working days after the hearing.

d. Level Four--Arbitration by Division of Labor

The Member of the Bargaining Unit may, if the grievance remains unresolved after the Board hearing, appeal in writing on forms prescribed by the Division and the Division shall conduct a formal hearing and issue a binding order covering the point raised.

5.7 Miscellaneous

- a. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and reasons therefore.
- b. All documents, communications, and records dealing with the proceedings of the grievance, shall be filed separately from the personnel file of the grievant.
- c. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through the Principals & the Association.
- d. The sole remedy available to Member(s) of the Bargaining Unit for any alleged breach of the agreement or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance and arbitration procedures, provided however, that nothing contained therein shall deprive any Member of the Bargaining Unit, Administrators, or Board of any legal rights.
- e. Time Limits. If the Members of the Bargaining Unit fail to appeal within the time limits established, the grievance shall be considered void. Likewise, if the employer fails to respond within the time limits, the grievance shall be considered resolved based upon the requested remedy.
- f. Class Grievance. Class grievance involving one or more Members of the Bargaining Unit or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association.
- g. Association Participation. (Members of Bargaining Unit Not Represented). When a Member of the Bargaining Unit is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure and shall receive copies of the decision.
- h. Association Participation (Member of Bargaining Unit Represented). The Board acknowledges the right of the Association's grievance representative to be present and participate, if requested to do so by the member of the Bargaining Unit, in the processing of a grievance at any level, and no Member of the Bargaining Unit shall be required to discuss any grievance if the Association's representative is not present.
- i. Board/Association Cooperation. The Board and Association shall cooperate in the investigation of any grievance.
- j. No Reprisals Clause. No reprisals shall be taken by the Board or the Administration against any Member of the Bargaining Unit because of the Member of the Bargaining Unit's participation in a grievance.
- k. Release Time. Should the investigation or processing of any grievance require that a Member of the Bargaining Unit or an Association representative be released from an assignment, the Member of the Bargaining Unit or an Association representative shall be released without loss of pay or benefits.
- l. A grievance may be withdrawn at any level without establishing precedent.

Article VI - Staff Reduction Policy

6.1 Staff Reduction

Staff reduction occurs when the Board eliminates all or part of an existing position held by anyone to whom continuing contract rights apply. In making staff reduction the Board of Education will follow the applicable provisions of the South Dakota State or Federal statutes (NCLB). In the event the Board determines that a staff reduction is necessary, the following guidelines will be considered.

1. An effort will be made to effect the staff reduction through normal attritions. The Education Association will be notified of the staff reduction, and Education Association recommendations will be considered if the recommendations are received within 14 days of the issuance of the reduction notice.
2. Positions held by persons with less than full certification for their current teaching assignments will be open to properly certified continuing contract teachers who have been notified that their positions have been eliminated due to staff reduction. Continuous contract staff will have seniority over similarly credentialed probationary teachers.
3. If a position of a continuing contract teacher is eliminated due to staff reduction, the Board will determine which continuing contract teacher or teachers are to be released, considering the following criteria, as applicable. The priority for determining staff reduction will be:
 - A. Written recommendations of administrative staff. The recommendations will be based upon evaluations, student and curriculum need, and state and federal mandates.
 - B. If two or more staff are still determined to be equal after #A, the qualifications, certification, and years experience in the area to be taught in the Winner School District will be used.
4. Any Member of the Bargaining Unit laid off pursuant to this policy shall have recall rights to any position for which s/he is certified and qualified, for a period of one calendar year from the effective date of such layoffs. Members of the Bargaining Unit laid off shall be recalled to available positions in reverse order of their layoff. Those on layoff shall be notified by registered mail and sent to the address on file with the Board in positions for which they are qualified and certified. It is the Member of the Bargaining Unit's responsibility to maintain a current address with the Board of Education. Failure to respond to such notification shall result in the termination of the Member of the Bargaining Unit's right to recall. New Members of the Bargaining Unit will not be employed by the district until those laid off who are properly qualified and certificated for the position to be filled have been given an opportunity for recall.
5. Members of the Bargaining Unit who have been laid off shall not lose their accumulated benefits or position on the salary formula. Increment credit for the time spent on layoff will be allowed only if the Member of the Bargaining

Unit was employed by another school district as a Member of the Bargaining Unit during the period of layoff. Layoff time will not count toward fulfillment of continuing contractual status.

Article VII – Evaluation

7.1 Evaluation

The current evaluation policy is included as a negotiable section and is on file at the Superintendent’s Office and with the respective building principals.

- a. In the event that a Member of the Bargaining Unit’s assigned contractual teaching duties are under more than one administrator, the administrators will equally divide the evaluation of that Member so as not to overlap observations.

Article VIII - Complaint Procedure

8.1 Purpose

Solutions to problems and improvement of Members of the Bargaining Unit’s performance can only occur when all the facts are available to parents, Board and Members of the Bargaining Unit. This procedure is designed to provide a process for handling such problems.

- a. All complaints regarding the performance of any Member of the Bargaining Unit shall be handled according to the following policy. Any Member of the Bargaining Unit, Administrator, or Board Member approached with a complaint shall inform the person(s) making the complaint of the proper method for registering said complaint. Complaints not filed following this policy will not be acted upon nor shall they be recorded or given any official recognition.
- b. All complaints shall be in writing and signed by the party making the complaint. The complaint shall specify the person(s) involved, details of the alleged misconduct or reason for the complaint, and supply any supportive evidence.

8.2 Procedure

- a. Complaints against Members of the Bargaining Unit shall be filed with the building principal.
- b. Upon receipt of a signed complaint against any Member of the Bargaining Unit, the principal shall meet privately with the Member of the Bargaining Unit and shall provide the Member of the Bargaining Unit with a copy of the complaint and discuss the complaint. The Member of the Bargaining Unit may respond to the complaint by completing Complaint Form B, which shall be attached to the complaint.
- c. If the principal feels that the complaint is grounds for further action or if the complaint is to be made part of the Member of the Bargaining Unit’s record, the Member of the Bargaining Unit must be informed of this fact in writing. A member

of the Bargaining Unit so notified shall have the right to request a meeting with the Superintendent and the complaining party or the right to attach a written rebuttal to the complaint - or both. If the Member of the Bargaining Unit requests a meeting with the Superintendent and complaining party, the Member of the Bargaining Unit shall have the right to be accompanied by a representative of WEA or another person of their choice.

- d. Any record or recommendation for further action issued from such a meeting shall be supplied the Member of the Bargaining Unit. Before a Member of the Bargaining Unit may be disciplined or reprimanded by the Board or its agents, the member of the Bargaining Unit shall be entitled to a hearing to be confronted by the person bringing the complaint; s/he shall have the right to cross examine and rebut and shall have the right to have a representative present.
- e. Decisions of the Board may be appealed to the proper authorities.

May 12, 2008 Final Agreements

2.7 Payroll Deductions

Upon written authorization from the Member of the Bargaining Unit, the Board shall deduct from the salary of said member, and make remittance for, South Dakota Retirement Plan 457 (B), and any other program authorized by the Member. Such authorization shall remain in force, except upon written notification by the Member.

Payroll deductions must be authorized in writing. Annual insurance premiums in excess of the Board's contribution will be deducted from the paychecks of those Members of the Bargaining Unit electing to participate in the school's hospitalization plan. Members of the Bargaining Unit being paid on a ten-month basis may authorize deductions for premium increases from their June paychecks. If the Member chooses, s/he may pay for the July and August premium in excess of the Board's by personal check. Such payment will be due in the District Office on the first working day of each month. Failure of a Member of the Bargaining Unit to make such payment will result in the termination of the Member's hospitalization insurance. The business office must be notified by the first of the month if revisions are made in payroll deductions.

The Board will allow payroll deductions for professional dues, South Dakota Retirement Plan 457 (B), group hospitalization insurance, and the Winner School's Cafeteria Plan. Deductions may be indicated at any time, but will be put into effect in either September or January. Professional dues will be paid in equal installments with the monthly pay. The business office must be notified by Friday of the first week of the school year or the first Friday of January for any changes.

2.12 Work Day

Three working days shall intervene between the end of the quarter and the time the grades are submitted.

4.1 Extracurricular Pay Schedule

Change -Concession Stand Director to HS Concession Stand Director

Change- Concession Stand Director 8.5 %

Add- Middle School Concession Stand Director 5 %

This position will require the director to place orders with the appropriate vendors; which includes having to purchase supplies for the concession stand, store and maintain appliances; store liquids, food and candy; set up concession stand; responsible for staffing the stand; clean up of the kitchen and appliances.

The operation of the stand will mirror the high school concession stand. The percentage of proceeds kept by the Winner School District and that given to school groups who work will, increase and decrease as changes are made to the high school concession stand percentages. Priority to work the concessions and share the proceeds will be given to school groups prior to outside organizations being contacted.

4.4 Hospitalization Plan

A six-member committee will be appointed to select the carrier for the hospitalization plan. Three members will be appointed by the WEA and three members by the Board.

The Winner School District will pay the single premium for the school's \$250.00/\$500.00/\$1000 deductible hospitalization plan, carried by the Associated School Boards for each Member to the Bargaining Unit up to the 2008/09 \$1000 deductible single rate. (\$410.62)

In the event that the single premium increases above the District's maximum obligation, the WEA may seek from the carrier an increase in the deductible, but such changes shall not increase the District's obligation under this provision.

Members of the bargaining unit may elect to use plan A or plan B or plan C in accordance with the Winner School District's Schedule of Benefits.

4.7 Payment for Extra Duties Assigned

Payment for extra assignment duties include, but are not limited to:

- a. Ticket taking and/or announcing at extracurricular events-to be paid at a rate of **\$25.00** per duty session.
- b. Scorekeeper and Timer-to be paid at a rate of **\$30.00** per duty sessions.
- c. If a session exceeds three hours, an additional **\$7.00** will be added to each worker's pay in both 'a' and 'b' above.
- d. Lunch room/noon duty-free meal per duty day. Any extra assignment duties during scheduled vacations and on Sunday shall be the responsibility of the Board of Education.

10.1 Salary Formula

Change yr of experience to (maximum of 33 years)

Change base salary to \$ 27,150

Article IX – Signatures

This negotiated agreement represents the complete understanding of the negotiated items between the WEA and the Winner School District Board. This agreement shall take effect July 1, 2007, and remain in full force through June 30, 2008, and shall be renewed and remain in effect and full force until such time as a new agreement has been negotiated, unless otherwise agreed in writing.

Article X –All Appendices

10.1 Salary Formula

- Change yr of experience to (Maximum of 33 years)
- Change Base Salary to \$ 27,150
- Negative Equalizers from the 2004/2005 switch from the salary schedule to salary formula have been eliminated.
- Salary formula: Base Salary +Value of 1 year (.9% of base) x years of experience + value of 1 graduate credit (.2% of base) x the number of earned grad credits + value of Masters degree (2.5% of base) + positive equalizer.
- Years of experience are the years that were allowed to be brought in, in accordance with section 2.2 plus years of service in the District.
- This is the last and final adjustment that will be made to the salary formula.

Complaint Form A 10.2

Date _____

Name/Address/Phone of Person(s) Making Complaint: _____

Name of Person Being Complained Against:

Specific Provisions of Contract or Policy Allegedly Violated:

Complaint:

(Attach Additional Sheets If Necessary)

Supportive Evidence and/or Witness:

(Attach Additional Copies of Materials If Necessary)

Action Requested:

Signature/Address/Phone of Person Making Complaint:

Complaint Form B 10.3

Response of Person Being Complained Against

I have been informed of the complaint, have been given the opportunity to respond, and have been informed of the person's recommended action.

Signature Date

Date contacted about complaint: _____

Response to complaint: _____

(Attach Another Sheet If Necessary)

Supportive Evidence or Witness: _____

(Attach another Sheet If Necessary)

Recommendation

_____ I recommend no record or further action be taken.

_____ I recommend a record be maintained but no further action be taken regarding the complaint.

_____ I recommend the following action be taken:

Signature of Superintendent Date



**STAFF GRIEVANCE FORM 10.4
WINNER SCHOOL DISTRICT 59-2**



(In accordance with section 5.6 of Negotiated Agreement)

Grievance Number _____
(Assigned by Administration)

LEVEL I – Immediate Supervisor

Professional Staff Member Presenting Grievance: _____
Name

_____ Date of Incident

Description of Grievance:

Specific Provisions of Contract or Policy Allegedly Violated:

Remedy Sought:

_____ Date Submitted

_____ Staff Member

_____ Date of Meeting Held With Aggrieved Party

Disposition of Grievance:

_____ Date

_____ Administrator

APPEAL TO LEVEL II – Superintendent: Yes _____ No _____

Date Submitted Signature of Grievant

Date of Meeting Held With Aggrieved Party

Level II Disposition:

Date Superintendent

APPEAL TO LEVEL III – Board of Education: Yes _____ No _____

Date Submitted Signature of Grievant

Date of Meeting Held With Aggrieved Party

Level III Disposition:

Date President, Board of Education

APPEAL TO LEVEL IV

I wish to submit this grievance to the Director of Labor and Management Relations for arbitration: Yes _____ No _____

Settlement of the Dispute:

Date Signature of Grievant