

*WINNER SCHOOL DISTRICT 59-2*

*2010-2011*

*NEGOTIATED AGREEMENT*

**WINNER SCHOOL DISTRICT  
MISSION STATEMENT:**

**We are Warriors!  
We have P.R.I.D.E.**

- **Prepared**
- **Respectful**
- **Involved**
- **Determined**
- **Empowered**

# 2010-2011 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. Teachers in city schools will not be required to perform custodial duties described in school board policy 6.07 adopted 8-8-94 custodian job description.
- 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 experience, comparable assignment, and accreditation of the school. A newly hired Member of the Bargaining Unit may be given full credit for previous experience. If a Member of the Bargaining Unit is rehired into the School District, s/he may be given full credit for previous experience.

### **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 completed graduate credits. In order to promote master level educators, all

graduate credits are limited to counseling and guidance, special education, health and physical education, curriculum and instruction, educational administration, the member of the bargaining unit's field of study, or are related to an endorsement awarded by the South Dakota Department of Education.

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), payments to 403b, 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 only if a suitable replacement has been hired. However, in no event shall a Member be required to continue participating in the extracurricular event for more than two seasons after his/her resignation has been submitted.

## **2.9 Notification of Assignment**

Members of the Bargaining Unit will be given written notice of their grade level/course 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.

In the event that a transfer is necessary after contracts have been issued, each Member of the Bargaining Unit affected will receive a stipend based on notification date. Notification between June 1 and June 30 will result in a \$100 stipend; between July 1 and July 31 will result in a \$250 stipend; between August 1 and the first contracted day will result in a \$400 stipend.

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 for the amount of the original contract, less isolation stipend and custodial compensation, if any, 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.

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. This will be done by listing on the school district web site vacancies and closing dates.

### **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**

A teacher may be required to attend, outside the normal work day without additional compensation, up to four hours of IEP meetings per year. After four hours of IEP meetings outside of the normal work day, the employees will be compensated according to section 4.1.

#### **Section B**

Building faculty meetings shall be scheduled during the work day.

#### **Section C**

A teacher may be required to attend, without additional compensation, up to nine meetings per year that are not covered under A or B. These meetings may last up to one hour beyond the regular workday. After 9 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. If scheduling permits, 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. Relocate evening Parent/Teacher Conferences to the 4-H center.

## **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. Newly negotiated items will be incorporated into the appropriate articles within the agreement and renumbered and/or re-lettered as needed not added as addendums.

## **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.



As a form of recognition for contribution to the district, employees voluntarily separating or retiring or those subject to reduction in force after at least ten years of continuous employment in the district shall receive a severance allowance based upon 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 15<sup>th</sup> 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. The Board of Education reserves the right to overrule the sick leave bank committee if the Board of Education discovers that the committee's action violates federal or state law.

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. Generally speaking, extenuating circumstances will be those where the scheduling is beyond the control of the teacher or the teacher's family. If however, the teacher or the teacher's family has control over the scheduling of the event, the same will not be considered an extenuating circumstance. 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. If the business office is notified in writing on or before June 1st, 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.

### **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 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 exercises its right to representation at or during mediation sessions, fact finding sessions, and grievances, no more than two Association representatives shall be excused without loss of salary. Members of the Bargaining Unit, if representation is requested by the MOB, reserve the right to meet with administration after the normal work day.

### **3.8 Substitutes**

In the event an on duty Member of the Bargaining Unit is asked to fill in for an absent Member, they shall be paid \$10 per class period.

### **3.9 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.

### **3.10 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.

### **3.11 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.

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.

<b>Activities Director</b>	15.0%
<b>Basketball</b>	
Head Coach	13.5%
Varsity Assistant	9.0%
9 <sup>th</sup> Grade Coach	5.75%
8 <sup>th</sup> Grade Coach	4.75%
7 <sup>th</sup> Grade Coach	4.75%
<b>Football</b>	
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%
<b>Wrestling</b>	
Head Coach	13.0%
Varsity Assistant	9.0%
Middle School Coach	4.75%
Middle School Assistant	4.25%
<b>Track</b>	
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%
<b>Golf</b>	
Head Coach	5.0%
Assistant Coach	3.0%
<b>Volleyball</b>	
Head Coach	11.5%
Assistant Coach	7.5%
Freshman Coach	5.0%
Middle School Coach	4.75%
<b>Music</b>	
Director	3.0%
HS Instructor (Combined Chorus and Band)	25.0%
HS Instructor	11.0%
MS Instructor	10.0%
Vocal Instructor	10.0%
<b>Speech</b>	
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%
High School Quiz Bowl	3.0%
Middle School Quiz Bowl	3.0%
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%
Lakota Club	4.0%
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 hired before 2009, 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 30 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 early retirement. 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 15<sup>th</sup> 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.

Starting with the 2010/2011 contract year, if a Member of the Bargaining unit withdraws his/her letter of intent more than one time, he/she will waive his/her right to retirement benefits.

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 the first day of second semester.

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 payments shall be payable in four equal payments to be paid as follows: one fourth of the lump sum to be paid on the June 30<sup>th</sup> immediately following retirement and one fourth on each subsequent June 20<sup>th</sup> 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. If the committee cannot agree on the selection of the carrier, the old plan will remain in effect until the parties can reach agreement.

The Winner School District will pay the single premium for the school's \$250.00/\$500.00/\$1000.00/\$1250.00/\$1500.00 deductible hospitalization plan, carried by the Associated School Boards for each Member of the Bargaining Unit up to the 2010/11 \$1500.00 deductible single rate. (\$424.51)

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 or Plan D or Plan E 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, among other appropriate remedies, 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.

After approval, intra-district travel to fulfill contractual obligations will be reimbursed at the same rate. The District's prior approval travel form will be distributed by the Member of the Bargaining Unit's immediate supervisor by August 25<sup>th</sup> and filled out by the Member of the Bargaining Unit and returned to the immediate supervisor by September 1<sup>st</sup>. Members of the Bargaining Unit incurring such expenses will be reimbursed at the end of the school year, provided the voucher is submitted on or before the last working day of the school year.

## 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 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.

## 5.4 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.

## 5.5 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 twenty (20) 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.

## 5.6 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 advanced to the next level.
- 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. 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.

## Article VI - Staff Reduction Policy

### 6.1 Staff Reduction

Staff reduction occurs when the Board eliminates all or part of an existing position. 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 attrition.
2. Positions held by persons with less than full certification for their current teaching assignments will be open to properly certified teachers who have been notified that their positions have been eliminated due to staff reduction.

3. If a position of a teacher is eliminated due to staff reduction, the Board will determine which teacher or teachers are to be released, considering the following criteria and not necessarily in order of preference;
  - a. Recommendations of administrative staff.
  - b. Certification endorsements.
  - c. Experience in the position.
  - d. Educational training.
  - e. Employee evaluation.
  - f. Years of employment with the district.
  - g. State and federal mandates, educational program needs.
  - h. Extracurricular activities.
  - i. Other relevant considerations.
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 within 10 days from the date of mailing shall result in the termination of the Member of the Bargaining Unit's right to 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 lay off. Lay off time will not count toward filling of continuing contract 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



- 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.

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, 2010, and remain in full force through June 30, 2011, 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.

\_\_\_\_\_  
Paige Havranek, WEA (Date)

\_\_\_\_\_  
Mike Calhoon, Board of Education (Date)

## Article X –All Appendices

### 10.1 Salary Formula

- Change yr of experience to (Maximum of 34 years)
- Change Base Salary to \$ 27,400
- 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.
- Include one-time relocation expense stipend for critical content positions at the discretion of the superintendent, but for a maximum of \$2,000 each.
- A \$250 bonus to be included with the December 2010 payroll.

**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

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**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

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**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

Monday, September 13, 2010

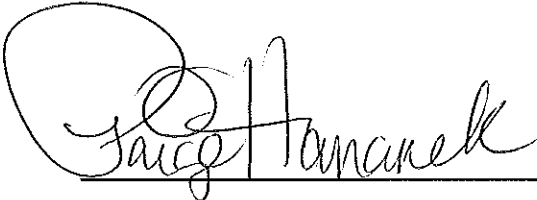
During the 2010 contract negotiations between the Winner Board of Education and the Winner Education Association, the Winner Board of Education brought in a proposal to add the following language to Negotiated Agreement Article 2.7 Payroll Deductions "payments to 403b" after Plan 457 (B).

On or about September 9, 2010, Laura Root and Mike Hanson contacted the WEA concerning changes in the 403b rules and regulations that occurred after the proposal was submitted and agreed to by the parties. They asked WEA to consider removing the adopted language from the contract.


After discussing it with the local association, the WEA has agreed to enter into a Memorandum of Understanding pertaining to the issue.

#### Memorandum of Understanding

For the 2010-2011 contract year, the Winner Education Association agrees to suspend the implementation of the language "payments to 403b" in 2.7 Payroll Deductions.

 9/13/10

WEA representative                      date

 9/13/10

Board representative                      date



Monday, November 8, 2010

On October 22, 2010, Laura Root contacted the WEA concerning the sick leave bank days. According to the negotiated agreement 3.2 Sick Leave Bank #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.*

Mrs. Root's concern was that the total number of days will dip below 150 this fall, and the District did not contact Members of the Bargaining Unit prior to the Sept. 15<sup>th</sup> deadline. Root asked WEA for assistance in the matter. WEA would propose the waiving / extending the Sept. 15<sup>th</sup> deadline to allow the District to contact MOBs, who have reached the maximum number of days.

After discussing it with the local association, the WEA has agreed to enter into a Memorandum of Understanding pertaining to the issue.

#### Memorandum of Understanding

For the 2010-2011 contract year, the Winner Education Association agrees to waive the Sept. 15<sup>th</sup> deadline in 3.2 Sick Leave Bank to allow contributions to be made to the bank.

 11-8-10

WEA representative

date

 11-8-10

Board representative

date