

## **2023-24 NEGOTIATED AGREEMENT**

between

THE WHITE RIVER SCHOOL DISTRICT 47-1  
BOARD OF EDUCATION

and

THE WHITE RIVER EDUCATION ASSOCIATION

as

**Approved by the Board of Education**

### **PREAMBLE TO NEGOTIATED AGREEMENTS** (enacted 1981-82)

The White River Board of Education and the certified staff of the White River School District 47-1 believe that the development and fulfillment of quality educational programs require professional working relationships among the Board, the Administration and the teaching staff. To promote maximum utilization of the specialized activities, experience, and judgment of the teaching profession and all parties sharing responsibility for the quality of education in the White River School District 47-1, the Board of Education hereby adopts the following policy:

### **ASSOCIATION RECOGNITION** (enacted 1981-82)

The Board of Education recognizes the White River Education Association as the exclusive bargaining agent for the employed certified staff with the exception of the superintendent, the principals, and designated supervisors. Formal recognition shall be granted to the White River Education Association under the provisions of South Dakota Compiled Laws 3-18-2. The Board recognizes the right for any certified staff member to request an Association member to represent him/her at conferences that pertain to continued employment, this to be arranged at no penalty to the Association representative.

### **INITIATION OF NEGOTIATIONS** (enacted 1991-92)

A written request for the annual negotiations to begin shall be received by the Chairman of the Board of Education or by the White River Education Association President on or before the end of the first semester. A mutually convenient time and place for the initial meeting of the Joint Negotiations Committee shall be established by the Superintendent and the President of the White River Education Association.

**(All items not specifically changed in this  
negotiation package remains the same – 4-26-78)**

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# WHITE RIVER SCHOOL DISTRICT

## 2023-24 HIRING SCHEDULE

Hiring Base \$46,000

Hiring Step 425

Lane 500

	BA	BA+15	BA+30	BA+45 MA
1	\$46,000	\$46,500	\$47,000	\$47,500
2	\$46,425	\$46,925	\$47,425	\$47,925
3	\$46,850	\$47,350	\$47,850	\$48,350
4	\$47,275	\$47,775	\$48,275	\$48,775
5	\$47,700	\$48,200	\$48,700	\$49,200
6	\$48,125	\$48,625	\$49,125	\$49,625
7	\$48,550	\$49,050	\$49,550	\$50,050
8	\$48,975	\$49,475	\$49,975	\$50,475
9	\$49,400	\$49,900	\$50,400	\$50,900
10	\$49,825	\$50,325	\$50,825	\$51,325
11		\$50,750	\$51,250	\$51,750
12		\$51,175	\$51,675	\$52,175
13		\$51,600	\$52,100	\$52,600
14		\$52,025	\$52,525	\$53,025
15		\$52,450	\$52,950	\$53,450
16			\$53,375	\$53,875
17			\$53,800	\$54,300
18			\$54,225	\$54,725
19			\$54,650	\$55,150
20			\$55,075	\$55,575

The Board proposed the following Salary Schedule **for hiring purposes only.**

All current staff members will begin the new Salary Schedule at their current salary plus the negotiated raise for the next year.

Negotiations each year will be based on a percentage raise or flat dollar amount.

Lane changes would be allowed for college credits earned.

The board reserves the right to hire above schedule if deemed necessary.

(See Provisions for all Teachers #1)

### **RURAL SCHOOL STIPEND (Enacted 1995-96) (Amended 2009-2010) (Amended 2014-15) (Amended 19-20)**

Each rural school teacher will be paid \$1000.00 above hiring schedule, plus free housing, if available. If district housing is not available, the teacher will receive an additional \$300.00 in lieu of housing. If district housing is available but the teacher chooses not to live in it, the \$300.00 will not be paid.

### **DISTANCE LEARNING INSTRUCTION (Enacted 2002-2003)**

Any certified teacher providing instruction for a class over a distance learning system, to another school district shall receive a stipend of \$500.00 from the White River School District per course taught per semester provided. The payment will be in one lump sum at the completion of the course. This supersedes any agreement made outside of the negotiated agreement. The position of Distance Learning Instructor is voluntary and cannot be assigned by the administration.

### **PAYROLL POLICY (Enacted 1995-96) (Amended 2008-09) (2016-17)**

A certified staff member shall be paid every two weeks on a twelve (12) month basis.

The salary shall be in equal installments, as per the adopted board pay schedule. Paydays will generally fall on Friday unless a holiday occurs on that day. When this happens payday will be the day before.

A certified staff member who has not checked out with the principal, shall not receive his/her next pay check(s) until the principal certifies to the business manager that the teacher has completed his/her duties including checkout. **(Amended, July 2008)**

### **TERMS AND DEFINITIONS (Enacted 1995-96) (Amended 2014-15)**

1. Teaching experience, or prior service, means actual teaching experience in an approved school. A year of teaching experience means a regular school term of nine months. Fractional years may be totaled to count as a full year, and should the remaining fraction after totaling exceed one-half (1/2), it may be counted as a full year.
2. Hours on the hiring schedule are semester hours, or converted quarter hours, in field of education.
3. All teachers entering the system may be given credit on the hiring schedule for previous teaching experience.
4. Semester-hour credits earned beyond qualifying for the State-Teaching-Certificate-endorsed Bachelor's Degree shall be graduate hours in an education program earned at an institution granting graduate degrees and must be acquired after the granting of the Bachelor's Degree to warrant advancement on the hiring schedule.
5. Undergraduate-hour credits earned beyond qualifying for the State-Teaching-Certificate-endorsed Bachelor's Degree must be directly related to the teaching area and shall be acquired after the granting of that qualifying endorsement to warrant advancement on the hiring schedule. After initial placement on the hiring schedule, undergraduate hour credits earned toward advanced placement on the hiring schedule shall be approved beforehand by the Board of Education upon recommendation of the Superintendent.
6. Proof of salary claims rests entirely with the teacher. In order to qualify for advancement to a different lane, a teacher will have to submit a letter to the Superintendent no later than April 1<sup>st</sup> indicating that it is likely that he/she will be advancing, and will submit transcripts of credit of written verification for hours earned to the Superintendent on or before the second Monday in September.

<b>FALL ACTIVITIES</b>	<b>BASE</b>	<b>YEARLY INCREMENT</b>
Head High School Football Coach	\$3,000	\$100
Assistant High School Football Coach	\$1,925	\$75
Middle School Head Football Coach	\$1,425	\$75
Assistant Middle School Football Coach	\$1,025	\$75
Cross-Country Boys' & Girls' Coach	\$2,600	\$100
Assistant Cross-Country Coach	\$1,725	\$75
Head High School Girls' Volleyball Coach	\$3,000	\$100
Assistant High School Girls' Volleyball Coach	\$1,925	\$75
Middle School Head Volleyball Coach	\$1,425	\$75
Assistant Middle School Volleyball Coach	\$1,025	\$75
Cheerleader Coach - Football	\$1,225	\$75
Competitive Cheer Coach	\$625	\$75
Oral Interpretation Coach	\$1,175	\$75
Director—Fall Play Production (All District Grades 6-8)	\$1,175	\$75
<b>WINTER ACTIVITIES</b>		
Cheerleader Coach - Boys BB	\$1,375	\$75
Cheerleader Coach - Girls BB	\$1,375	\$75
Director -One Act Play Production (Grades 9-12)	\$1,025	\$75
Head Girls' Basketball Coach	\$3,200	\$100
Assistant Girls Basketball Coach	\$1,925	\$75
Middle School Head Girls' Basketball Coach	\$1,425	\$75
Assistant Middle School Girls' Basketball Coach	\$1,025	\$75
Middle School Head Boys' Basketball Coach	\$1,425	\$75
Assistant Middle School Boys' Basketball Coach	\$1,025	\$75
Head High School Boys' Basketball Coach	\$3,200	\$100
Assistant High School Boys' Basketball Coach	\$1,925	\$75
<b>SPRING ACTIVITIES (and All School Year*)</b>		
Rally Day - Academic Coordinator	\$725	\$75
Rally Day - Sports Coordinator	\$725	\$75
Director-Spring Play Production (Grades 9-12)	\$1,075	\$75
*Student Council Advisor	\$725	\$75
*Annual Sponsor	\$1,725	\$75
*FCCLA Sponsor	\$1,575	\$75
*Assistant FCCLA Sponsor	\$875	\$75
**Channel 17 Sponsor	\$4,100	\$300
Head Golf Coach	\$2,600	\$100
Assistant Golf Coach	\$1,725	\$75
*Senior Class Sponsor	\$850	\$75
* Junior Class Advisor	\$1,725	\$75
*Co-Junior Class Advisor	\$1,725	\$75
*Sophomore Class Sponsor	\$850	\$75
*Freshman Class Sponsor	\$850	\$75
Pep Band Director	\$1,125	\$75
Head Track Coach	\$2,600	\$100
-Assistant Track Coach	\$1,725	\$75

-Assistant Track Coach	\$1,725	\$75
-Assistant Track Coach	\$1,725	\$75
-Assistant Track Coach	\$1,725	\$75
4th-5th Grade Boys' Basketball Coach	\$725	\$75
4th-5th Grade Girls' Basketball Coach	\$725	\$75
4th-5th Grade Norris Basketball Coach	\$725	\$75
Middle School Student Council Advisor	\$725	\$75
*National Honor Society Sponsor	\$500	\$75

-No two (2) positions can be filled by the same person.

1. One-half of the salary for year-long activities will be paid in January. (Enacted 2004-2005)
2. \*To be paid in accordance with the regular pay cycle.  
All coaching or sponsor contracts will be paid with the next regular scheduled payroll following the receipt by the business office of a completed checkout form from the Activities Director. (Enacted 2004-2005)
3. Increments must be earned for continuous years of experience in the same position. See also Provisions for All Teachers, #1.
4. Deleted 2018-19.
5. No two (2) positions can be filled by the same person in the same activity. (Example, the same person cannot be the head and assistant in the same activity.)

#### **OTHER NEGOTIATED PROVISIONS**

##### **SICK LEAVE (Enacted 1992-93) Amended 2002-2003) (Amended 2007-08) (Amended 2009-2010) (Amended 2010-2011) (Amended 2009-2010) (Amended 2017-18) (Amended 20-21)**

1. At the beginning of each school year, all full-time teachers will be credited with sick leave at the rate of eighty-eight (88) hours for the year, or as provided in #2 below. In order to be eligible for the yearly sick leave allowance, the teacher must have completed at least one full day of teaching service into the new school year; and, in the case of the continuing contract teacher, must hold a contract on the first teaching day.
2. Unused sick leave may accumulate to a maximum credit of six hundred sixteen (616) hours. First year - maximum of eight-eight (88) hours; second year—maximum of one hundred seventy-six (176) hours; third year—maximum of two hundred sixty-four (264) hours; fourth year—maximum three hundred fifty-two (352) hours; fifth year—maximum of four hundred forty (440) hours; sixth year—maximum of five hundred twenty-eight (528) hours; seventh year—maximum of six hundred sixteen (616) hours. No more than 616 hours may be accumulated.

If a teacher is in or beyond his/her eighth year of employment and is affected by the reduction-in-force policy, resigns his/her position, and/or retires from the teaching profession, the school district shall reimburse him/her for one hundred twelve (112) unused sick leave hours at the teacher's daily hourly rate of payment in the last year of employment, provided the teacher's accumulated sick leave days totals one hundred twenty (120) hours or more on the last duty day of employment. In

the event of a RIF, the teacher may choose not to be reimbursed until he/she is removed from the call back list under provisions of the RIF Policy.

3. An employee may contribute a limited number of sick leave hours to another employee provided, however, that the recipient employee has exhausted his/her earned sick leave hours. The recipient employee may receive 100% of the total sick leave hours that were accumulated and earned at the beginning of the current school term with a maximum of 240 hours that may be borrowed from the contributing employee(s).  
The contributing employee shall submit a signed, written statement specifying his/her contribution of sick leave hours and the name of the recipient employee to the Superintendent of Schools within five (5) working days after the recipient employee returns to duty.
4. Sick leave, with pay, shall be allowed by the School Board whenever a teacher's absence is due to personal illness or physical disability which prevented his/her attendance at school and performance of duties on that day or days and for illness in the immediate family of the teacher.
5. The immediate family is defined as husband, wife, mother, father, brother, sister, children, aunts, uncles, grandparents, grandchildren, the parents of the employee's husband or wife, and minor children whose primary residence is with the staff member.
6. Hours in which school is not in session occurring during excused sick leave will not be considered deductible from sick leave.
7. All current and accumulated sick leave shall be canceled upon termination of employment for any teacher except as provided in paragraph two, item #2 above and/or in the Reduction In Force procedures.
8. Except in an emergency, all doctor and other appointments shall be arranged by the teacher during non-duty hours.
9. Teachers are required to notify the principal immediately of their need to take sick leave.
10. (Replaced by Funeral Leave Section Heading 2000)
11. Confidentiality being a significant concern, only the Superintendent may request the name of the doctor(s) visited. This request shall not be routine, and shall be made in writing on a case by case basis. This information shall be handled ONLY by the Superintendent, and shall not be communicated to any other employee or to members of the school board except as may be necessary for disciplinary reasons.
12. A certified teacher may use no more than one (1) day worth of time per year toward the use of sick leave for the purpose of missing school because of a personal emergency, provided that all three (3) personal leave days have been used.
13. Sick leave must be used and/or accumulated in a minimum of one-hour increments.

#### **FUNERAL LEAVE (Enacted 2000-2001)**

All full-time regular teachers shall be allowed funeral leave. Funeral leave may be of two sorts.

**1. FUNERAL LEAVE which is Sick Leave**

Leave for death in the immediate family (as defined in the sick leave policy) or deaths other than in the immediate family where there has been a close relationship shall be counted as sick leave time.

**2. FUNERAL LEAVE which is bereavement leave**

At the beginning of each year all full time teachers will be credited with 1 (one) day of bereavement leave which may be used for death and funeral purposes. This leave shall not be accumulated.

**PERSONAL LEAVE (Enacted 1988-89) (Amended 1999-2000) (Amended 2005-2006) (Amended 2007-08) (Amended 2008-09) (Amended 2011-12)**

Three (3) days of personal leave will be allowed for conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave, not to be accumulated nor deducted from sick leave, may be used under the following conditions:

1. This leave shall be used for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods.
2. Teachers desiring to use such leave shall submit their request at least two (2) working days in advance of the anticipated absence, except in cases of emergency, for approval by the Superintendent or his designated representative.
3. It is further understood that such leave shall not be granted for the first or last day of the school year, nor on the first working day preceding or following a vacation period or holiday, except in cases of emergency.
4. An employee may borrow one (1) full personal leave day per year. An employee may loan one (1) full personal leave day per year. The loaner and borrower shall verify in writing to the Superintendent as provided at least two (2) days before the effective date of the loaned day.
5. Unused personal leave will be reimbursed at the rate of \$80.00 a day. Payment will be made upon completion of the contract during the month of June. Reimbursement will be made at half-day increments.
6. Personal leave must be used in one-hour increments.

**JURY DUTY (3-19-74)**

Employees who serve on a jury shall receive full pay from the school district. However, all pay received for such duty shall be given to the school district and deposited in the general fund.

**MILITARY/GUARD DUTY (Enacted 2002-2003)**

Any staff member who is on authorized leave during the school term for the purpose of performing military duty or guard duty shall receive full pay from the District for the period of such absence in accordance with SDCL 3-6-22 not to exceed fifteen (15) working days in any one school year.

However, the full pay rate to be paid to the staff member shall have deducted there from the pay received for performance of military or guard duty. If military or guard pay exceeds that due from the



district, no payment shall be made by the district. Mileage, quarters, food, and other similar allowances are not considered part of the daily rate of pay while in service.

**FAMILY AND MEDICAL LEAVE (School Term Employees) (Enacted 1995-96)**  
**(Amended 2022-23)**

**Family and Medical Leave Act-** The White River School District will comply with federal law. The complete FMLA regulations will be put in the Teacher Handbook.

**HEALTH/MAJOR MEDICAL INSURANCE (Enacted 1987-88.)**

The school district's payment per individual teacher toward the cost of the Board of Education's-adopted hospital/major medical group single plan shall be \$600.00. **(Amended 2008-09) (Amended 2012-13) (Amended 2013-14) (Amended 2014-15) (Amended 2015-16) (Amended 2017-18) (Amended 2021-22) (Amended 2022-23)**

The school district's payment toward the teacher's family cost of the Board of Education's-adopted hospital medical group plan shall be \$30.00 per month for a two-party plan and \$140 for a family plan. **(Amended, July 2006) (Amended 2012-13) (Amended 2022-23)**

**MEDICAL COVERAGE (Enacted 1981-82 Amended 2000-2001)**

The School District's payment per individual teacher toward the cost of the WREA adopted dental group plan shall be \$10.00 per month for a yearly total of \$120.00.

The Board of Education shall, upon the written request of the certified staff member by the September Board meeting, make payroll deductions at no cost to the certified staff member for same group vision plans adopted by the White River Education Association and paid for by the individual members of the teaching staff.

If a payroll deduction request for dental insurance or vision insurance is received after September 30<sup>th</sup> there will be a \$10.00 charge for this, which will be deducted out of the payroll check.

**CALENDAR (Enacted 1982-83) (Amended 2002-2003)**

In selecting a calendar, a committee of four will meet as a joint calendar committee. The committee will be composed of two school administrators, and two WREA members. The committee can provide input to the Board. The Board will set the calendar by April 1<sup>st</sup> of each year.

**EXTENDED TEACHING DAYS (Effective First Working Day)**

A regularly employed teacher shall be paid at his/her daily, and/or hourly rate, for extended teaching days based on the current contract in effect at the time of the extended-day employment offer.

**WORK AT ACTIVITIES- (Enacted 1991-92) (Amended 2011-12) (Amended 2022-23)**

All members of the bargaining unit will sign up to attend and either supervise crowds or sell tickets at 2 school events under the supervision of an administrator. A teacher shall be paid \$20 for each such event.

### **PUBLICATION AND DISTRIBUTION OF NEGOTIATED AGREEMENT AND RELATED DOCUMENTS- (Enacted 2012-13)**

Within 30 calendar days of settlement and ratification of negotiations or imposition of the board's last best offer the superintendent or his/her designee will provide a print copy of the revised negotiated agreement to the president of the recognized bargaining unit, and will provide a copy in either print or electronic form to all persons covered by the agreement.

If a document is required by the negotiated agreement but developed by a committee the superintendent or his/her designee will provide a print copy of the document to the president of the recognized bargaining unit, and will provide a copy in either print or electronic form to all persons covered by the agreement within 30 calendar days of the completion of the document.

### **LATE SETTLEMENT (Enacted 2019-20)**

If the Board of Education ratifies a tentative negotiated agreement or imposes their last best offer after May 1, members of the bargaining unit will have eight (8) working days from receiving notice of the ratified agreement or imposed settlements during which they may leave the district without penalty.

- A. Written notice from a teacher that he/she is leaving under this provision must be received by the superintendent or his/her designee no later than the close of the normal business day on the 8<sup>th</sup> working day from receiving notice of the settlement/imposition.
- B. This provision will not apply if the WREA has delayed negotiations by rejecting more than two (2) sets of proposed meeting dates.
- C. This provision takes precedence to Provisions for All Teachers #7.

### **PROVISIONS FOR ALL TEACHERS**

1. If the School Board determined that it is necessary to attract qualified candidates for a position, the School Board may open a position at a salary above the hiring schedule salary. The Board will determine qualified staff. The Board's decision to exceed the negotiated schedule will be communicated to the presiding officer, or his designee, of the negotiated unit. **(Enacted 3-24-81 amended 1998) (Amended 2014-15)**
2. The teacher's daily wage is computed based on 1409 hours (162 contract days). **(Replaced 1998) (Amended 2013-14).**
3. No matter shall be contained in the contract, which is not derived from the negotiated agreement. **(Enacted 1998)**
4. Upon receiving a contract to be signed, a teacher shall have 10 working days to return the signed contract to the business manager or his/her designee. If the contract is not returned by 4:00 p.m. on the 10<sup>th</sup> day, the offer shall be void. **(Enacted 1998)**

5. Teachers may be required to attend preschool and post-school meetings, institutes, and teacher's professional meetings during this contract as are deemed necessary by the White River School through its agents, provided that such meetings are either part of the negotiated calendar, occur during regular duty hours, or are compensated for at the teacher's hourly rate of pay. Workshops or meetings that a teacher requests to attend outside of the regular duty hours are on a voluntary basis and are not eligible for compensation as provided in this section.

Procedure for compensation- The teacher is responsible to fill out a time card, have it signed by their principal, and submit it to the business office to be processed through payroll. Completed time cards must be turned in by the end of the day on the Friday before scheduled paydays.

**(Enacted 1998) (Amended 2006)**

6. Teachers may request up to a maximum of 2 professional leave days per contract year. Required meetings for Counselors, Special Education instructors, and for teachers on state committees would be exempt (must be approved to serve on a state committee or board). The administration could request teachers to attend approved workshops that would be exempt. **(Enacted 2008-09)**
7. A teacher's contract may be terminated without penalty only by mutual consent of the contracting parties or by the statutory provisions of the laws of South Dakota. IF NO MUTUAL CONSENT AS TO TERMINATION EXISTS AND if the teacher initiates the termination of this contract prior to its terminal date, the school district may withhold from any monies due the teacher or collect from the teacher the sum of eight hundred dollars as liquidated damages on or before May 31. If the teacher initiates the termination of the contract June 1 thru June 30 the remedy of liquidated damages will be allowed only at the discretion of the board, which sum shall be one thousand two hundred dollars. If the teacher initiates the termination of the contract after June 30 the remedy of liquidated damages will be allowed only at the discretion of the board, which sum shall be two thousand dollars. It is further agreed that, for resignations occurring after June 30, the Board reserves the right to pursue any other actions or remedies available under the law. (Amended 1999-2000) (Amended 2008-09) (Amended 2014-15) (Amended 18-19) (Amended 22-23)  
Liquidated Damages Schedule  
\$800 penalty before June 1  
\$1,200 penalty June 1- June 30  
\$2,000 penalty July 1 and after

8. Teaching staff covering when substitutes are not hired: If teachers are required to have students during times they normally would not, the affected teacher shall receive, in addition to his/her normal pay, the sum of \$20.00 for each period covered. **(Enacted 2008-09)** (Amended 22-23)
9. Teachers who are assigned to be members of the following district or building established committees will be compensated at the rate of \$20.00 per hour. Committees are as follows: Technology Committee, School Improvement Team, Curriculum Committee, and other committees created by the Board of Education or Administration and mutually agreed upon by the Board of Education and White River Education Association.

Procedure for compensation – The teacher is responsible to fill out a time card, have it signed by their principal, and submit it to the business office to be processed through payroll. Completed time cards must be turned in by the end of the day on the Friday before scheduled paydays.

This section does not apply to full-day business or building-wide meetings, which are covered in section 5 of Provisions for All Teachers. **(Enacted 2009-2010)**

10. No leave can be taken during in-service or parent/teacher conference time. Notwithstanding the foregoing provision, leave may be used if the occasion or event necessitating the leave was an emergency beyond the control of the teacher. (Enacted 2010-2011)

**NOTIFICATION OF SPECIFIC POSITION (Enacted 2001-2002)**

Among the material to be received by a teacher when he/she is offered a contract will be a statement indicating:

The building(s) to which he/she will be assigned  
The grade level(s) to be taught  
Specific classes to be taught (where applicable)

If it becomes necessary for the Board of Education to change a specific position, it shall be their responsibility to notify the teacher of the change in writing. The teacher shall have 15 days from receipt of such notice during which he/she may leave the district with payment of \$200.00 in liquidated damages. This provision takes precedence to other liquidated damages statements in the negotiated agreement.

**EARLY RETIREMENT POLICY (Enacted 2001-2002) (Amended 2005-2006) (Amended 2016-17) (Amended 2017-18) (Amended 2019-20)**

Any teacher who has been in the system as a full-time teacher for twelve (12) or more continuous years, and who has attained the age of 55 and is not 66 years of age as of June 30<sup>th</sup> of his/her retirement year may elect to retire and receive this benefit. Upon such early retirement he/she shall be entitled to receive cash payments in accordance with the following schedule:

Age at June 30 <sup>th</sup> of Retirement Year	Percentage Factor*
55-65	65%

\*Shall be applied to the teacher's last contracted salary exclusive of any extra duty pay.

The cash payments shall be payable as one (1) payment on the first scheduled payroll day after July 1<sup>st</sup> following the retirement.

A teacher electing to take the early benefit on the first scheduled payroll day after July 1<sup>st</sup> following the retirement must notify the Superintendent in writing on or before April 1<sup>st</sup> of the year in which retirement will occur.

Those that are eligible for the Early Retirement Payment in 21-22 may be eligible for the one time payment if all that qualify agree to the one time payout. This would also include recent retirees that are still due payments.

In the event the teacher dies while all or a part of the early retirement benefit remains unpaid, such benefit will be paid to the beneficiary of the teacher, or to the estate.

A teacher electing early retirement shall be extended the opportunity to participate in the then existing conversion health insurance program at his/her total expense, and providing such notice on intent to convert to the conversion policy is submitted to the group underwriter within 60 days of the elected retirement date. Such conversions will provide coverage to age 65 or until eligible for Medicare.

This provision is not available for new hires beginning the 2016-17 contract year. Returning certified teachers from 2015-16 are “grandfathered” as long as they have continuous employment with the district.

Full-time certified teachers hired before July 1, 2016 that qualify for the Early Retirement benefit must give notice in writing to the superintendent on or by April 1, 2024 if the member elects to retire at the end of the 2023-24 contract year. Eligibility for the Early Retirement policy for all full-time certified teachers will be eliminated July 1, 2024.

This provision is separate from, in addition to, and is not in any way connected with any provision 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.

If a retired member is re-employed during the payout period, the retired member forfeits all leave previously accumulated leave and starts over on the hiring schedule as a new hire.

## **TEACHER EVALUATION—POLICY AND PROCEDURES (Amended 2016-17)**

### **PURPOSE**

The purpose of teacher evaluation is:

1. To provide structured and informal opportunities for principals and teachers to objectively consider and evaluate the effectiveness and the contributions of the teacher to the total school program. It is the belief of the Board of Education, Administration, and Professional Staff that these evaluations provide the best opportunity for a teacher to learn his strengths and possible weaknesses and to improve in effectiveness as a teacher, thus improving instruction in the White River area schools.
2. To aid in the planning program on in-service training for all teachers and to identify areas in which teachers need individual assistance and support.
3. To encourage planning.
4. To encourage innovation and creativity.
5. To facilitate the development of new learning methods, strategies and teaching models.
6. To facilitate the meeting of needs and individual differences of pupils.
7. To provide an objective measure by which principals may make recommendations to the Superintendent and Board of Education concerning reassignment and re-employment.

### **A. SCHEDULE OF OBSERVATIONS, CONFERENCES AND EVALUATIONS**

1. Each continuing contract teacher will be formally observed once per year. Each non-continuing contract teacher will be formally observed twice per year. Observations should be no less than 30 minutes long. Each observation will be scheduled, with the teacher at least 2 working days in advance, and preceded by a pre-conference.
2. Each observation should be preceded by at least 2 formal walkthroughs of no less than 5 minutes. Formal walkthroughs need not be scheduled. Teachers will be provided with a copy of the formal walkthrough report within 8 working days of the formal walkthrough.
3. It is expected that informal walkthroughs of shorter duration may occur. The administrator will provide a brief written note if there are any issues of concern.

4. Observations, pre-conferences, and post-conferences will be scheduled and carried out by a teacher's *immediate supervisor, as defined by grievance procedure 1 g*. Formal walkthroughs, observations, and final evaluations and all related conferences and notifications will be completed by April 10th.
5. Plans of Assistance may be assigned to any staff member at any time by the administrator for poor performance or deficiencies. Pre- and post-conferences must be also scheduled and conducted. (Amended 2015-16)
6. With the exception of the Plan of Assistance and walk-throughs, no formal observations will be made until the fifth week of school. The administrator will conduct post-observation conferences within ten (10) school days. **(Amended 2009-2010) (Amended 2015-16)**

**B. ADDITIONS TO THE FORMALIZED EVALUATION PROCEDURES**

1. It is the philosophy and expectation that frequent conferences of a more informal nature will take place concerning improving the quality of teaching performance. These conferences may result from a variety of circumstances such as (1) observation by the administrator in the routine performance of his duties with respect to any aspects of job performance in need of immediate improvement; (2) concerns expressed by the teacher concerning any problem areas in which the teacher feels the need for assistance in order to improve teaching performance. The administrator should make every attempt to keep teachers informed of their superior performance as well as deficiencies.

**C. Final evaluations shall include the administrator's recommendation to:**

Renew contract

or

Do not renew contract

- D. Appeal** – The teacher may appeal the observation or evaluation. He/She may present the case to an evaluation committee composed of the superintendent (who shall serve as chairperson), two (2) teachers selected by the WREA and one (1) administrator who is not involved in the evaluation and is selected by the superintendent. This committee shall review all the facts of the matter and render a decision to the teacher. This decision will take the form of a recommendation and will be advisory in nature. A copy of the hearing and the results shall be placed in the teacher's file. The results of this hearing may be referred to the Board of Education.
- E.** The teacher may request that a representative of the Association be present at any meeting or discussion related to an observation or evaluation.
- F. Incorporation of the Framework for Teaching**
1. No later than a calendar week before the last scheduled day of school each year a committee of 2 teachers selected by the association, and two administrators selected by the superintendent will determine which components from the South Dakota Framework for Teaching will serve as a focus for the next year. The components selected by the committee will be communicated to all returning teachers before the last day of school.
  2. No later than the first of July, the committee will make any revisions needed in formal walkthrough, observation, and evaluation forms.
  3. All evaluation forms of the 2015-2016 agreement will move from the negotiated agreement

into the teacher's handbook. All revisions, elimination, and generation of evaluation related forms will be done by the revision committee described in G2 of this section, rather than by negotiations.

**G. Comments**

1. The administrator may from time to time send to the professional staff member notes of commendation or concern.
2. The Evaluation Policy and Procedures shall be explained to new teachers during the pre-school meetings. Any administrative changes in the evaluation forms and/or the Policy and Procedures shall be explained to all teachers before evaluation begins.

## **GRIEVANCE PROCEDURE POLICY (Amended 2011-12) (Amended 2015-16)**

### **1. DEFINITIONS:**

- 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 the negotiated agreement, 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 on 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 White River School District 47-1.
- g. "Immediate supervisor" shall mean the principal of the building to which the member of the bargaining unit is assigned. If a member of the bargaining unit is assigned to multiple buildings, the Superintendent shall assign him/her to one principal on the first day of duty in a school year; such assignment to be made in writing.
- h. The term "days" when used in this policy shall, except where otherwise indicated, mean Calendar days, excluding Friday, Saturday, Sunday and school holidays".

### **2. PURPOSE**

- a. The purpose of this procedure is to secure, 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.

### **3. TIME LIMITS**

- a. The time limits specified may 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 limits specified may, be reduced by the mutual agreement of both parties in writing.



#### **4 INFORMAL PROCEDURE**

- a. If a Member of the Bargaining Unit feels that s/he has a grievance, s/he will first discuss the matter with his/her immediate supervisor-in an effort to resolve the problem informally.

#### **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 with the immediate supervisor of the Member of the Bargaining Unit within fifteen (15) 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 give a written disposition of the matter to 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 to 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 provide a written disposition of the matter to the Member or Members of the Bargaining Unit within seven (7) working days after the hearing.
- d. **Level Four--Arbitration by Department of Labor and Regulation.**  
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.

## **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. All such documents, communications, and records shall be held for at least 5 years.
- 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 in a manner that does not require that they be specifically requested.
- 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. All parties in interest may be represented at all levels of the formal grievance procedure by persons of their own choosing.
- h. When a teacher is not represented by the Association, the Association may have a representative present to state its views at all stages of the procedure
- i. A committee composed of two Members of the Bargaining Unit, appointed by its President, and two school administrators, appointed by the Board, shall develop the forms for this policy.
- j. Days shall be counted in the following manner. The day an event occurs is not counted as day one, the following day is day one. So, if a grievance is filed on Tuesday, then Wednesday is day one of the 15 days
- k. 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.

## **DEFINITIONS**

1. Wherever it occurs in negotiated material, including evaluation and grievance documents, the term “Superintendent” will be taken to mean any position designated by the Board of Education as the chief administrative position. **(Enacted 1998)**
2. Wherever it occurs in negotiated material, the term “holiday” shall mean any federal or state holiday on which school is not in session. **(Enacted 2000)**
3. Wherever it occurs the term work day shall mean either:  
That administrative definition of work day which was in effect, at the time contracts were issued.  
OR  
That administrative definition of work day was provided to teachers at the time contracts were issued. **(Enacted 2000)**
4. Wherever it occurs in the negotiated agreement, the phrase “adopted group plan” shall mean:
  - a. The group plan, including degree of coverage and deductible, which was in effect at the time contracts were offeredOr
  - b. A group plan with similar degree of coverage and deductible to that which was in effect at the time contracts were offeredOr
  - c. A group plan with those degree of coverage and deductible which were described at the time contracts were offered. **(Enacted 2001)**

**REDUCTION-IN-FORCE POLICY**  
**(Enacted August 20, 1980) (Amended 2010-11)**

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 affect 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. Certification endorsements.
  - b. Experience in the position.
  - c. Educational training.
  - d. Employee evaluation.
  - e. Years of employment with the district.
  - f. State and federal mandates, educational program needs.
  - g. Recommendation of administration
  - h. Other relevant considerations, to be specified on the teacher's written notice of reduction
4. Any teacher laid off pursuant to this policy shall have recall rights to any position for which he/she is certified and qualified, for a period of one calendar year from the effective date of such layoffs. Teachers laid off shall be recalled to available positions in reverse order of their layoff. Those on layoff shall be notified by certified mail and sent to the address on file with the Board in positions for which they are qualified and certified. It is the teacher's responsibility to maintain a current address with the Board of Education. Failure to respond to such notification within 15 days from the date of mailing shall result in the termination of the teacher's right to recall.
5. Teachers who have been laid off shall not lose their accumulated sick leave which he/she was not reimbursed or position on the hiring schedule. Increment credit for the time spent on layoff will be allowed only if the teacher was employed by another school district as a teacher during the period of lay off.