

2016-2017

Negotiated Agreement

Between

**The Beresford Education
Association**

and

**The Beresford Board of
Education**

5/11/2016

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Professional Agreement

This professional agreement is entered into **May, 2016**, by and between the Beresford Education Association, hereinafter called the "BEA" and the School Board of Beresford School District #61-2, hereinafter called the "Board."

Recognition

The Board hereby recognizes the BEA as the exclusive bargaining representative, pursuant to SDCL 3-18-3 for classroom teachers, counselors, librarians, special education teachers and other teachers whose position requires South Dakota State Department of Education certification. Such recognition shall be continuous from year to year unless otherwise challenged. The term "teacher" when used hereinafter shall refer to any employee represented by the BEA in the bargaining unit as above defined. Classified personnel (support staff) who hold South Dakota teaching certificates are not included in the bargaining unit. Administrative personnel who hold South Dakota teaching certificates are not included in the bargaining unit.

The Board and BEA will negotiate the following items: wages, salary, fringe benefits, and other conditions of employment.

Negotiations Goals

We recognize that education is a public trust; it therefore is dedicated to providing the best possible educational opportunities for the young people of this community. In negotiations, this objective may be best attained if there is a climate of mutual trust and understanding between the negotiating parties.

We believe that the best interests of public education will be served by establishing procedures that provide an orderly method for the Board and BEA to discuss matters of common concern.

It is further recognized that nothing in negotiations should compromise the Board's legal responsibilities, nor should any employee's statutory rights and privileges be impaired.

Professional Dues and Payroll Deductions

The Board agrees to deduct dues for membership in the BEA/SDEA/NEA from a teacher's salary as said teacher individually and voluntarily authorizes the board to deduct. Any teacher may authorize the deduction of such membership dues through the BEA representative. BEA must submit membership authorizations to the Business Office by October 1.

Professional Staff Sick Leave

When a teacher begins his/her employment with the district, he/she will receive ten (10) sick days available for the school year and for each subsequent year of employment will receive an additional ten (10) sick days per year. Sick leave may not be taken for less than one-half day at a time.

A certificated staff member may not accumulate more than 10 days sick leave for any one school year. No more than 120 days sick leave may be accumulated during the term of employment. One (1) mental

health day will be allowed the following school year for perfect attendance (no sick leave taken) – per negotiated agreement April 2005.

Payments received by an employee from worker's compensation will be subtracted from sick leave payments. Each employee will be responsible to report all payments received from worker's compensation to the superintendent.

Part-time certificated instructional employees will earn cumulative sick leave pro-rated to their hours of employment.

The superintendent or his or her designee may require a physician's statement certifying disability or illness if an employee has an extended illness or is frequently ill. The Board may require an examination by a doctor designated by the Board, and it may grant or deny sick leave on the basis of a recommendation resulting from the examination. The fees charged by the Board-designated doctor will be paid by the school district.

Advance sick leave for employees that have worked for the school district at least three full years and signed a fourth contract (continuing contract teachers) will be provided if they plan to return the following year. The employee may borrow the number of days necessary with Board approval; however, when the employees leaves the school district and if he or she has not paid back all the borrowed advance sick leave days, it will be necessary that the remaining sick leave days borrowed be deducted from his or her final school payments based on the contract days of the employee's present contract.

Staff members will be allowed to donate sick leave days per individuals on an as needed basis – per negotiated agreement April 2008. Per negotiated agreement April 2009 an “as needed basis” means when a staff member has exhausted all of his/her own accumulated sick leave, personal leave, and vacation leave due to long-term illness, catastrophic event, extended illness, or disability of the staff member, spouse, children or parents, and/or any individual related by blood or affinity whose close relationship with the certified employee is the equivalent of a family membership—per negotiated agreement April 2014. In such case, the superintendent will send out a request to staff to see if they would like to donate sick leave days to the employee who has exhausted all leave.

Use of the donated sick days may not begin until after a staff member's accumulated leave has been exhausted, at which time the participating staff member may draw up to thirty (30) work days due to a long-term illness, catastrophic event, extended illness, or disability of the staff member, spouse, children, or parents during the school year.

Per Negotiated Agreement May, 2012—Parental Leave: In the case of a normal pregnancy and delivery, adoption, or foster placement of a child, a staff member who has exhausted all leave will be granted upon request a maximum of five (5) days of donated sick days. This is granted provided days are donated and the five (5) days fall within the twelve (12) weeks covered by FMLA leave.

Professional Staff Personal Leave

In addition to sick leave, other leave may be granted by the superintendent for personal or family emergencies or for personal business.

Request for personal leave must be made to the superintendent in advance of taking such leave. This leave will not exceed 3 days per year. After two days of personal leave have been used, an amount equal to a substitute teacher's pay will be deducted from the employee's salary for the third day. Employees with ten (10) continuous years of employment will receive four (4) days per year; three (3) days at no cost and one (1) day with the sub pay deduction. Employees with twenty (20) continuous years of employment will receive five (5) days per year; four (4) days at no cost and one (1) day with the sub pay deduction— per negotiated agreement April 2014. Unused personal leave (excluding sub deduct day) may be accumulated to a maximum of 4 days – per negotiated agreement April 2005.

Employee may request a payout annually of unused personal days at the substitute teacher pay rate. Request must be made by April 30th or days will carry over to the next year to a maximum of four (4) total – per negotiated agreement April 2008.

Additional unpaid personal leave may be granted by the superintendent in excess of the three days allowed. Denial of this leave is not subject to the grievance procedure.

Bereavement Leave

In the case of the death of a family member or friend of an employee, up to three (3) days per incident may be used at no cost to the employee. These days will not be taken from accumulated sick leave days.

Additional days for funeral/bereavement may be requested by the staff member. If the superintendent approved these additional days, they would be taken from the accumulated sick leave days and/or recorded as days without pay.

Long Term Leave

A leave of absence without pay not to exceed one (1) year may be granted at the discretion of the Board of Education to teachers(*) in the Beresford School District for:

1. Serious medical reasons with specific verification in writing from a Board approved medical doctor.
2. For the purpose of caring for their child, spouse, parent and/or any individual related by blood or affinity whose close relationship with the certified employee is the equivalent of a family membership—per negotiated agreement April 2014 who is seriously ill. (Must have medical verification in writing).
3. The purpose of satisfying an adoptive agency requirement that an adopting parent remain at home.
4. The purpose of engaging in advanced study at an accredited college or university reasonably related to professional responsibilities in their job.

*A teacher must have five continuous years of experience in the Beresford Schools to qualify for consideration of a Long Term Leave of Absence unless special circumstances exist as determined by the Board of Education.

The teacher, granted a leave of absence, at his or her option may continue premium payments on the school health, dental, life insurance for the duration of such leave at his or her expense (subject to the approval of the insurance carrier). The teacher will also retain all accumulated sick leave days for use following his or her return to the school system.

Upon return, a teacher on leave of absence shall be granted a position (subject to the staff reduction policy) for which he or she is qualified, and shall be placed on the salary schedule at the same position he or she was entitled to at the time the leave was granted. Return shall be at the beginning of the school year or at the beginning of the second semester or as mutually agreed in writing with the Superintendent.

Such leave may be granted provided a suitable replacement is found and may be granted to no more than two teachers in any one year. Suitable replacement is determined by the Board and the Superintendent.

Requests for leave of absence must be made in writing to the Superintendent no later than March 1st, if the request is for the first semester or entire year; and no later than October 1st if the request is for the second semester.

Any exception to the conditions as outlined can only be approved by the Board of Education.

Long Term Catastrophic Illness / Injury

The Board will address individual requests for long term sickness due to catastrophic illness / injury as per written request when the employee's accumulated sick leave is exhausted.

Professional Staff Jury Leave

Any teacher called for jury duty during school hours, or who is subpoenaed to testify in a hearing during school hours on a matter in which he or she is not a named party, will be granted leave with pay for the days or parts of days such absence is required. Any per diem received for jury duty or the designated subpoena absence will be deducted from the regular salary. The teacher will notify the superintendent as soon as practical to make the necessary arrangements for a substitute teacher when jury leave must be taken.

LEGAL REFS.: SDCL 16-13-41

Military Leave of Absence

Employees are entitled to military leave under the Uniformed Services Employment and Reemployment Act of 1994. The Act applies to military service that began on or after December 12, 1994 or military service that began before December 12, 1994 if the employee was a reservist or National Guard member who provided notice to the employer before leaving work.

Reemployment rights extend to persons who have been absent from work because of “service in the uniformed services.” The uniformed services consist of the following military branches: Army, Navy, Marine Corps, Air Force or Coast Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve, Army National Guard or Air National Guard, Commissioned corps of the Public Health Service, or any other category of persons designated by the President in time of war or emergency.

“Service” in the uniformed services means duty on a voluntary or involuntary basis in a uniformed service, including:

- Active duty.
- Active duty for training.
- Initial active duty for training.
- Inactive duty training.
- Full-time National Guard duty.
- Absence from work for an examination to determine a person’s fitness for any of the above types of duty.

The employee may be absent for up to five (5) years for military duty and retain reemployment rights. There are, however, exceptions which can exceed the five (5) year limit. Reemployment protection does not depend on the timing, frequency, duration or nature of an individual’s service. The GARID law enhances protections for disabled veterans including a requirement to provide reasonable accommodations and up to two (2) years to return to work if convalescing from injuries received during service or training.

Employment Protection

The returning employee is entitled to be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority. If necessary, the employer must provide training or retraining that enables the employee to refresh or upgrade their skills so they can qualify for reemployment. While the individual is performing military service, he or she is deemed to be on a furlough or leave of absence and is entitled to the non-seniority rights accorded other individuals on non-military leaves of absence.

Health Benefits

Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 18 months at the full premium cost plus normal increases in premium. For military service of less than 31 days, health care coverage is provided as if the individual had never left. After notification by the employee to the school district of Military activation of more than 30 days, the school district shall inform the employee of the health benefits available under "COBRA" and furnish the employee with the enrollment forms for "COBRA".

Upon entering active military duty for more than 30 days, the individual and dependents are covered by what the military calls "Tri-Care". There are several different plans that are offered which offer different levels of managed care. The most managed of the plans are at no cost to the service member. Not all medical costs are covered by "Tri-Care". It is not possible to make a recommendation in this document that will be best for every individual.

If an employee leaves and enters active duty for more than 30 days and discontinues health coverage for themselves and the employee's dependents, and the employee returns to the school district in the time frame stated in this document, they will be placed back on the health plan as if they had never left employment.

Retirement Benefits

A participating SDRS member called to active duty will continue to earn credited service in SDRS while serving in the armed forces if he or she meets the following requirements:

- Secures authorization in advance from his or her employer for a leave of absence for military service
- Returns to the employment of an SDRS participating unit within one year of discharge from his or her initial period of military service
- Remains in the employment of that same employer for at least one year upon his or her return
- This credited service does not require a contribution from either the employer or employee.

Survivor and Disability Benefits

The continuation of SDRS survivor and disability benefits, however, depends upon the continued classification of an employee as contributing SDRS member during his or her leave of absence. To meet this requirement, both the employee and employer contributions must be made to the system for each of the employee's pay periods. This may be accomplished in at least four ways.

1. An employer may make both employee and employer contributions to SDRS, which is allowed under SDCL 3-12-85.
2. The employer may compensate the employee for vacation, sick and other accumulated personal leave at something less than 40 hours per week. This method will extend the period of compensation allowing contributions to continue which will have the effect of continuing SDRS survivor and disability benefits until all personal leave is exhausted.

3. An employee may make the full employee and employer contributions to the system during his or her leave of absence.
4. Employers and employees may develop a method that combines Options 1, 2 and 3.

Defining the Status of Temporary Replacements

To be a member of SDRS, an employee must be a "permanent full-time employee." SDCL 3-12-47 (54) specifies three criteria that must be met before an employee is considered permanent and full-time. He or she must:

- Be placed in a permanent classification
- Work 20 or more hours per week
- Work six months or more per year

In general, temporary replacements will not meet these criteria and, therefore, are not eligible for membership in SDRS. No one knows, however, how long any call-up will last. Consequently, it is possible that if the call-up is for an extended period of time, temporary replacements may become permanent employees as set forth in SDCL 3-12-47 (54). For temporaries working 20 or more hours per week, this point may come after six months of employment. As your temporary employees approach this length of service, please contact SDRS to discuss this situation.

Individuals must provide advance written or verbal notice to their employers for all military duty. Notice may be provided by the employee or by the branch of the military in which the individual will be serving. Notice is not required if military necessity prevents the giving of notice; or, the giving of notice is otherwise impossible or unreasonable.

Accrued vacation or annual leave may be used (but is not required) while performing military duty. The individual's timeframe for returning to work is based upon the time spent on military duty.

RETURN TO WORK OR APPLICATION FOR REEMPLOYMENT

Less than 31 days: Must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight (8) hour rest period.

More than 30 but less than 181 days: Must submit an application for reemployment within 14 days of release from service.

More than 180 days: Must submit an application for reemployment within 90 days of release from service. The individual's separation from service must be under honorable conditions in order for the person to be entitled to reemployment rights. Documentation showing eligibility for reemployment can be required. The employer has the right to request that an individual who is absent for a period of service of 31 days or more provide documentation showing:

- the application for reemployment is timely;

- the five-year service limitation has not been exceeded; and
- separation from service was under honorable conditions.

If documentation is not readily available or it does not exist, the individual must be reemployed. However, if after reemploying the individual, documentation becomes available that shows one or more reemployment requirements were not met, the employer may terminate the individual, effective immediately. The termination does not operate retroactively.

Once the employee has made application for re-employment the employee is entitled to employment and benefits as if the employee had never left. For example, a teacher makes application for re-employment on June 1 (after school is out). If you normally pay the single premium health for the other employees during the summer, you will need to reinstate the returning employee and pay the single premium. If the employee has family coverage, they are responsible for that payment.

Questions should be directed first to Employer Support of the Guard and Reserve for an informal resolution at 605-737-6785 and then to Veterans' Employment and Training Service, U.S. Department of Labor 605-626-2325.

Legal Ref.: SDCL 3-12-47 (54), Uniformed Services Employment and Reemployment Act of 1994

Family and Medical Leave (FMLA Leave for Professional Staff)

The District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent shall administer leave policies adopted by the Board, setting forth the rights and procedures granted by the Act, and shall ensure compliance with those policies personally, by delegation, or by some combination of personal oversight and delegation. An eligible employee must have been employed by the District for at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months, or as current law requires.

Legal Ref.: P.L. 103-3, "Family and Medical Leave Act of 1993."

An eligible employee is entitled to up to a combined total (paid and unpaid) of twelve (12) weeks of FMLA Leave per year for:

1. The birth and first year care of a child;
2. The adoption or foster placement of a child;
3. The illness of an employee's spouse, parent, or child; or
4. The employee's own illness.

The employee must first use and count all available accrued paid leave, including vacation, sick leave, and personal leave, before using the unpaid leave. During the period of FMLA Leave, the employee is entitled to the continuation of all fringe benefits. Employees will still earn sick days and vacation days while on

FMLA Leave. The District will continue to pay its portion of the health insurance, and it will be the employee's responsibility to continue to pay for his or her portion. Upon return to work, the employee will be entitled to his or her same position or an equivalent position with equivalent pay, except that return to work during the last two (2) or three (3) weeks of a semester is subject to certain restrictions. See Special Rules below.

In the case of birth, adoption or foster placement, the FMLA Leave entitlement for child-care ends after: (1) the child reaches the age of one, or (2) 12 months after adoption or placement. FMLA Leave to care for a child would include leave for a stepparent or a person in loco parentis.

In cases where both spouses are employed by the District, the combined amounts (both employees) of FMLA Leave for birth, adoption or foster placement, or family illness is limited to twelve (12) weeks. Personal illness is not limited to this combined total.

The District, at the request of the employee, may agree that the employee may take leave intermittently or on a reduced hours basis in connection with the birth, adoption or foster placement of a child. This is subject to the recommendations of the administrator or supervisor and is at the request of the employee.

When FMLA Leave is in connection with birth, adoption or foster placement, and is foreseeable, the employee must provide at least thirty (30) days notice of the date when FMLA Leave is to begin. When FMLA Leave is in respect to family or employee illness, which is foreseeable, the employee must make a reasonable effort to schedule treatment, including intermittent and reduced hour leave, so as to not unduly disrupt the operations of the District.

In case of employee illness, in addition to current sick leave policy requirements, the District may require the employee to provide certification by his or her health care provider that the employee is able to return to work and is able to meet the essential functions of the job.

If an employee fails to return to work after the leave period has expired, unless the absence is due to continued family or personal illness or other circumstances beyond the employee's control, the District will require the employee to reimburse the District's share of the health insurance premiums paid while the employee was on FMLA Leave.

Special Rules:

Rules Applicable to Instructors in Periods Near the Conclusion of an Academic Term (School Semester). The following rules apply to any employee who takes FMLA Leave under this policy and who is employed principally in an instructional capacity:

If FMLA Leave begins more than five (5) weeks before the end of an academic term, the principal may require the employee to continue taking leave until the end of that academic term if:

The leave is of at least three (3) weeks duration; and

The return to work would occur during the three-week period before the end of the academic term.

If FMLA Leave begins within the five (5) weeks before the end of an academic term, the principal may require the employee to continue taking leave until the end of that term, if:

The leave is of more than two (2) weeks duration; and

The return to work would occur during the two (2) week period before the end of the academic term.

If FMLA Leave begins within three (3) weeks before the end of the academic term, the principal may require the employee to continue taking leave until the end of that term, if the leave is for more than five (5) working days.

If the school system requires a teacher to extend leave under these rules, the extended leave is counted against the teacher's FMLA Leave allotment. If the teacher's FMLA Leave allotment expires during the extension, the additional time is nevertheless deemed FMLA Leave.

Questions on these special rules should be addressed to the superintendent or designee.

The superintendent or designee will work individually with an employee who wants to apply for FMLA Leave. FMLA request forms are available from the Central Office.

Legal Ref.: P.L. 103-3, "Family and Medical Leave Act of 1993."

Sick Leave Payment Upon Retirement of Certified Staff

Employees who have fifteen (15) years of service to the Beresford School District will be paid upon retirement for ¼ of unused sick leave at his or her current salary rate. This is not tied to the early retirement policy.

Early Retirement Policy

Any certificated employee who has worked for fifteen (15) years or more in the school district may apply for early retirement based on the following program. **The District's early retirement benefit for certified staff will be phased out based on the following years and scaled down benefit percentages.**

Schedule for Early Retirement Payment

<u>Retirement Age as of September 1st Window of Opportunity</u>	<u>One Time Benefit % of Annual Basic Salary Paid to Employee Salary Paid to Employee</u>
Ages 55-61	65% Benefit (Spring 2016) to be paid out July, 2016
Ages 55-61	60% Benefit (Spring 2017) to be paid out July, 2017
Ages 55-61	55% Benefit (Spring 2018) to be paid out July, 2018
Ages 55-61	50% Benefit (Spring 2019) to be paid out July, 2019
Ages 55-61	45% Benefit (Spring 2020) to be paid out July, 2020
Ages 55-61	40% Benefit (Spring 2021) to be paid out July, 2021

Certified staff members who had a minimum of 15 years of local teaching service at the conclusion of the 2015-16 school year but are not eligible for the early retirement benefit during the five-year phase out above (2017-2021) are eligible for a one-time early retirement benefit payout in the amount of \$15,000 at the age of 55 (retirement age as of September 1) only.

The following factors will apply when using the early retirement policy:

- a) Early retirement payments will be based on the basic salary (without extra duty and extended contract payments) for a certificated employee during his or her last full year of employment.
- b) Payment of the net amount of the benefit will be in one lump sum payment after the regular July board meeting following the date of retirement or as mutually determined by the employee and the School District. Payment will be submitted to the South Dakota Retirement System (SDRS) special pay plan and the employee will receive written notice from SDRS when payment has been received.
- c) The written application, which is obtainable from the District Business Office, shall be submitted to the Superintendent by February 1st in the year in which the retirement will occur. The Board will act upon the application and notify the applicant within forty-five (45) days of **the February 1st deadline**. Early retirement must coincide with the end of the school term. The Board reserves the right to consider requests after the February 1st deadline.
- d) Retirement age for the purpose of this policy shall be determined as of the September 1st following the termination of employment.
- e) Years of required service shall include years with the Beresford School District #61-2 only.
- f) Early retirement payment(s) shall be reduced by all required deductions under state and federal statutes.
- g) Once a certificated employee chooses early retirement and enters this program, they cannot return to full-time certificated employment in the Beresford School District #61-2.
- h) A formal agreement (application) must be signed by the retiree and the Board of Education.
- i) A limit of two (2) eligible certificated employees could retire under this program in a given year. Certificated employees with the most years of local service to the district would have first opportunity to retire. The file date of the application will act as the tie breaker, if necessary. Additional requests will be considered by the Board, but payout options may vary by individual case.

- j) Subject to the insurance carrier's policies and procedures, an employee who elects early retirement may remain in the medical insurance group plan, but will do so assuming the entire payment of the insurance premium until age 65. The premium is to be paid to the school business office by the 20th of each month.
- k) In the event a teacher entitled to benefits hereunder shall die while all or part of such benefit remains unpaid, such unpaid benefit or part thereof shall be paid in accordance with this policy to the beneficiary designated in writing by the teacher on the application form. In the event no beneficiary designation has been **made**, the unpaid benefit shall be paid to the estate of the deceased employee. Payment by the district in accord herewith shall fully discharge the District's obligation under this policy.

Professional Staff Time Schedules

Teachers

Generally, the working day for teachers will be 8:00 a.m. to 4:00 p.m. Teachers will arrive by 8:00 a.m. and be available until 4:00 p.m. for conferences with students, parents, and administrators, as well as to take care of other professional responsibilities. Exceptions to the after-school time requirements will be permitted on days preceding weekends, holidays, and recess periods. Teachers may leave the building early with administrative approval and by signing out on the building office check out sheet.

Every effort will be made by the administration to provide a uniform workday for teachers at the various levels. The working day will include free lunch period, whenever possible.

The work year for teachers will be established by the Board's adoption of the school calendar.

Flex Schedule

For the 2013-2014 school year and beyond, certified staff members will make a request to their building principals by selecting one of three daily work schedules for each school semester—either 7:30 a.m. to 3:30 p.m., 7:45 a.m. to 3:45 p.m., or 8:00 a.m. to 4:00 p.m. In the event that too many certified staff members select one time slot over another, the principal will have authority to approve or deny the request. If a certified staff member is denied their choice of flex schedule for the first semester, they will receive preference for the second semester.

Regardless of which daily schedule each teacher chooses, each teacher will continue to be expected to attend scheduled staff meetings, IEP meetings, committee meetings, meetings with parents, and provide assistance as needed for students.

Preparation Time

During a regular weekly schedule, teachers in the Middle School/High School will be provided preparation time of 200 minutes per week. Teachers in the Elementary School will be provided preparation time as

the schedule may allow. This preparation time will take place during enrichment courses and during recess periods.

Teacher Work Load

A full-time teaching load is defined as one that occupies a teacher's time in the classroom, including preparation time, study hall, or groups for instruction during school hours.

Professional Staff Assignments and Transfers

Professional personnel will be assigned on the basis of their qualifications and the needs of the school district.

The superintendent or designee shall post in each school and through staff email a list of all existing vacancies one (1) day prior to being advertised to candidates outside the school district.

Current teachers will be given a one day notice to apply for vacant positions including those that may be filled or were filled by mentees through the University of South Dakota Professional Development Center (PDC) program. If there is a co-curricular opening due to a resignation or retirement, new hires to the District and other District teachers will be given a one day notice to apply for open co-curricular positions.

The assignment and transfer of teachers to positions in other schools of the district or within the teacher's assigned school will be made by the superintendent giving consideration, but not limited to the following criteria:

1. The contribution that the teacher would make to students in the new assignment.
2. The qualifications of the teacher as compared to those of other candidates for the position to be filled.
3. The opportunity for professional growth.
4. The desire of the teacher regarding the new assignment.
5. The length of service in the school district.
6. The availability of a qualified replacement for the position vacated by the transferring teacher.

Any teacher who desires a transfer in assignment should request such a transfer in writing to the principal with a copy to the superintendent. Every effort will be made to honor this request.

If a change of assignment is deemed necessary by the Board, then the new assignment will be as nearly similar to the desired assignment as possible. The teacher's contract will stipulate the area of certification for which the teacher is employed.

An involuntary transfer or reassignment shall be made only after a meeting between the certified teacher and the principal(s) involved. At this meeting the certified teacher shall be notified of the reason(s) for the transfer or reassignment.

Evaluation Committee

A district evaluation instrument committee will include six (6) certified teachers—2 elementary, 2 middle school, and 2 high school, including at a minimum one representative of the BEA. The 6 certified staff members will join the principals and superintendent on the district evaluation instrument committee. The committee’s purpose will be to provide input into the district’s certified staff evaluation instrument. The committee’s input and recommendations will be provided to the school board who will take their input into consideration. The school board will have final approval on the evaluation instrument to be used for certified staff evaluations.

Teacher Plan of Assistance

Name: _____ School: _____

Assignment: _____ School Year: _____

A Plan of Assistance/Improvement Plan **shall be** developed for a teacher who receives an overall rating of **“Below Expectations” (!)** on the Summative Effectiveness rating.

A Plan of Assistance/Improvement Plan **shall be** developed for a teacher who receives a rating of **“Unsatisfactory”** on any of the “Integrated 8, Plus 2” components.

A teacher **may be** placed on a Plan of Assistance/Improvement Plan for components that fall outside the “Integrated 8, Plus 2,” but prior to being placed on a Plan, the following steps will be followed:

1. Informal conversation between the teacher and administrator to address the concern(s). This can be verbal and/or written.
2. Follow-up Informal conversation (2nd) serving as a progress check. If corrected, no further steps are needed.
3. If the pattern continues, a Formal, written reprimand will be given to the teacher that spells out the concern(s) and the teacher is given a timeline to make the correction.
4. If the pattern is not corrected, a Plan of Assistance will be implemented for the teacher.

Continuation of contract is dependent upon successful completion of the Plan of Assistance/Improvement Plan.

The plan shall include:

1. A statement of deficiencies (Domain number(s) and Component letter(s) must be listed).
2. Desired results—precise directives describing what the teacher must do, not do, or change.
3. A time line stating beginning and ending dates of the plan and progress checks, for the performance standards that are deemed deficient.

4. A list of resources for each area defined as a deficiency. This may include books, video clips, professional development programs and events, classes, other professionals, etc.
5. A statement of who will be involved in both the improvement process and the evaluation of results.
6. Clearly defined performance standards; the basis for determining whether conditions of the plan have been met.

There shall be opportunity for input by the teacher; however final determination of the plan resides with the building administrator.

Successful completion of the plan will result in a reinstatement for the teacher. Unsuccessful completion of the plan will result in termination proceedings.

Signatures below indicate a conference between teacher and administrator was held. The signature indicates the teacher has read the Plan of Assistance/Improvement Plan. It does not necessarily indicate concurrence. A refusal to sign will require a third party signature.

Teacher	Date	Administrator	Date

Staff Reduction Policy

Should it become necessary in the judgment of the Board of Education to reduce the professional staff of the Beresford School District, the following procedure shall be used:

1. The primary method of staff reduction shall be through normal attrition of staff members.
2. In the event that a teaching position is eliminated, efforts will be made to place the teacher in a position opened by attrition, if the teacher is certificated, qualified, and has sufficient experience in the teaching position left open, as recommended by the administration.
3. No professional staff member protected by statutory continuing contract provisions will be non-reemployed while qualified and certificated for a position held by a person temporarily or not fully certificated by the State Board of Education.
4. When none of the above apply in the district, the following criteria (not necessarily in order of priority) are established for staff reduction: student needs and program priorities, administrative staff recommendations based on evaluation records, certification and educational qualifications and competency, seniority [total service time rendered to the school district], and State and Federal requirements.

5. The board will communicate in writing the situation confronting the school district to the Education Association and the employees affected and allow the Association and affected employees reasonable opportunity (ten (10) working days) to present possible alternatives such as early retirement, part-time contract, contract for substitute teaching, or any other alternatives which could accomplish the same goals.
6. In making staff reduction involving professional staff members on continuing contract status, the Board will follow the provisions of state law.
7. A teacher who has been staff reduced shall have the opportunity for an interview with the building principal for any open teaching position for which they are certificated and qualified provided that the teacher makes written application for said position within a reasonable time period.
8. A teacher who has been staff reduced shall have the conversion privilege of obtaining an individual health insurance policy at their own expense subject to the conditions and approval of the school insurance carrier.

LEGAL REFS: SDCL 13-43-6.4

Staff Complaints and Grievances

(Grievance Procedure)

Article I

Definitions:

- A. A "grievance" is a complaint by a person or group of persons employed by the Beresford School District #61-2, made either individually or by a duly authorized and recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, or regulation of the School Board. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule, or regulation is not a "grievance."
- B. An "aggrieved person" is the person or group of persons filing the grievance.
- C. "Board" means the School Board of the district.
- D. "Days" shall mean calendar days unless otherwise specified.

Article II

Purpose:

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the district and to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

Article III

Procedure:

- A. It is important the grievances be processed as rapidly as possible. The number of days indicated at each level shall be the maximum and every effort should be made to expedite the process.
- B. If appropriate action is not taken by the employee within the time limit specified the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the Article.
- C. If an employee does not file a grievance in writing with the principal or other supervisor within 21 calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
- D. A supply of the grievance forms shall be on file with the building principal, and/or the immediate supervisor.

Article IV

Informal Procedures:

If an employee feels he or she has a grievance, he or she shall first discuss the matter with his or her supervisor, principal or other administrator, to whom he or she is directly responsible in an effort to resolve the problem.

Article V

Formal Procedures:

LEVEL ONE - School Principal, Immediate Supervisor or Other Administrator

- A. If an aggrieved person is not satisfied with the disposition of his or her problem through informal procedures, he or she shall submit his or her grievance in writing.
- B. Signed copies of the written grievance shall be delivered by the employee to each of the following: supervisor, principal or other administrator, the superintendent of schools, and the president of the School Board.
- C. An employee who is not directly responsible to a building principal may submit his or her formal written grievance to the administrator or supervisor to whom he or she is directly responsible.
- D. The administrator, within five days of the filing of the grievance shall render his or her decision in writing to the aggrieved person.

LEVEL TWO - Superintendent of Schools

- A. If an aggrieved person or the Board is not satisfied with the decision concerning his or her grievance at Level One, or if no written decision has been rendered within five days, he or she shall, within three days after the decision is rendered, or within eight days after filing at level one, resubmit his or her grievance in writing to the superintendent of schools.
- B. The superintendent of schools shall within five days from the filing of the written grievance meet with the aggrieved person for the purpose of resolving the grievance. The superintendent shall, within five days after this meeting, render his or her decision in writing to the aggrieved person.

LEVEL THREE - Board of Education

- A. If the aggrieved person or the Board is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five days, he or she shall within five days thereafter resubmit the grievance to the business manager and the president of the Board.
- B. At its next meeting, or at a time mutually agreed upon by the parties, the Board or its designated agent shall hold a hearing on the grievances. The decision of the Board shall be rendered in writing within five days after the hearing.

LEVEL FOUR

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no written decision has been rendered within the time period set forth in the preceding paragraph, he or she may, within 10 days after receipt of the written decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to statute. The inclusion of this paragraph in this grievance procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

Article VI

Miscellaneous:

- A. If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building; they shall report immediately to the principal of such building being visited and state the purpose of the visit.
- B. Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
- C. Any party or parties in interest shall appear and may be represented at formal Levels One and Two of the grievance procedure by one representative. When the representative is not a member of the employee organization, the employee organization shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels One and Two of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At Level Three a maximum of three representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.
- D. If, in the judgment of the employee organization a grievance affects a group or class of employees, the organization may submit such grievance in writing to the superintendent directly and the processing of such a grievance shall be commenced at Level Two. The employee organization shall designate not more than two spokespersons for the organization in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee organization shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
- E. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure. The vote on the Board's decision on Level Three grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.
- F. When it is necessary for a party or parties in interest to attend a board meeting or a hearing called during the working day, the superintendent's office shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- G. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

Salary for 2016-17

Base Salary: The District's base salary will increase by \$6000 for all full-time certified staff (part-time certified staff to be prorated). The first four steps on the salary schedule will be compressed--\$40,200 (BA); \$40,700 (BA+12); \$41,200 (BA+24); \$42,200 (MA); \$42,800 (MA+12); \$43,400 (MA+24); and \$44,600 (Spec/Doct).

Step Increase: All full-time teachers who have the ability to move on their current column will receive a \$400 step increase for the 2016-17 school year. Those teachers who are not full-time will receive a pro-rated step increase if they have the ability to move on their current column.

Stipend to Certified Teachers That Substitute Teach During Their Prep Period

A \$15 stipend will be paid to certified staff members who cover class periods during their prep time for teachers absent from school and there are no substitute teachers available. The \$15 stipend would not be paid to teachers if classes and/or study halls are combined due to special events (field trips, class trips, etc.) when students are absent in large numbers from school. Teachers who would not be instructing their regular classes may be utilized to help cover other class periods, combined classes, or study halls and would not receive the \$15 stipend.

Beresford School District--Salary Schedule for 2016-2017														
Step #	BA	500>	BA+12	500>	BA + 24	1000>	MA	600>	MA+12	600>	MA+24	1200>	Spec/Doct	Step #
1	\$ 40,200	500.00	\$40,700	\$500	\$41,200	\$1,000	\$42,200	\$600	\$42,800	\$600	\$43,400	\$1,200	\$44,600	1
2	\$ 40,200	500.00	\$40,700	\$500	\$41,200	\$1,000	\$42,200	\$600	\$42,800	\$600	\$43,400	\$1,200	\$44,600	2
3	\$ 40,200	500.00	\$40,700	\$500	\$41,200	\$1,000	\$42,200	\$600	\$42,800	\$600	\$43,400	\$1,200	\$44,600	3
4	\$ 40,200	500.00	\$40,700	\$500	\$41,200	\$1,000	\$42,200	\$600	\$42,800	\$600	\$43,400	\$1,200	\$44,600	4
5	\$ 40,600	500.00	\$41,100	\$500	\$41,600	\$1,000	\$42,600	\$600	\$43,200	\$600	\$43,800	\$1,200	\$45,000	5
6	\$ 41,000	500.00	\$41,500	\$500	\$42,000	\$1,000	\$43,000	\$600	\$43,600	\$600	\$44,200	\$1,200	\$45,400	6
7	\$ 41,400	500.00	\$41,900	\$500	\$42,400	\$1,000	\$43,400	\$600	\$44,000	\$600	\$44,600	\$1,200	\$45,800	7
8	\$ 41,800	500.00	\$42,300	\$500	\$42,800	\$1,000	\$43,800	\$600	\$44,400	\$600	\$45,000	\$1,200	\$46,200	8
9	\$ 42,200	500.00	\$42,700	\$500	\$43,200	\$1,000	\$44,200	\$600	\$44,800	\$600	\$45,400	\$1,200	\$46,600	9
10	\$ 42,600	500.00	\$43,100	\$500	\$43,600	\$1,000	\$44,600	\$600	\$45,200	\$600	\$45,800	\$1,200	\$47,000	10
11			\$43,500	\$500	\$44,000	\$1,000	\$45,000	\$600	\$45,600	\$600	\$46,200	\$1,200	\$47,400	11
12			\$43,900	\$500	\$44,400	\$1,000	\$45,400	\$600	\$46,000	\$600	\$46,600	\$1,200	\$47,800	12
13			\$44,300	\$500	\$44,800	\$1,000	\$45,800	\$600	\$46,400	\$600	\$47,000	\$1,200	\$48,200	13
14			\$44,700	\$500	\$45,200	\$1,000	\$46,200	\$600	\$46,800	\$600	\$47,400	\$1,200	\$48,600	14
15			\$45,100	\$500	\$45,600	\$1,000	\$46,600	\$600	\$47,200	\$600	\$47,800	\$1,200	\$49,000	15
16					\$46,000	\$1,000	\$47,000	\$600	\$47,600	\$600	\$48,200	\$1,200	\$49,400	16
17					\$46,400	\$1,000	\$47,400	\$600	\$48,000	\$600	\$48,600	\$1,200	\$49,800	17
18					\$46,800	\$1,000	\$47,800	\$600	\$48,400	\$600	\$49,000	\$1,200	\$50,200	18
19					\$47,200	\$1,000	\$48,200	\$600	\$48,800	\$600	\$49,400	\$1,200	\$50,600	19
20					\$47,600	\$1,000	\$48,600	\$600	\$49,200	\$600	\$49,800	\$1,200	\$51,000	20
21							\$49,000	\$600	\$49,600	\$600	\$50,200	\$1,200	\$51,400	21
22							\$49,400	\$600	\$50,000	\$600	\$50,600	\$1,200	\$51,800	22
23							\$49,800	\$600	\$50,400	\$600	\$51,000	\$1,200	\$52,200	23
24							\$50,200	\$600	\$50,800	\$600	\$51,400	\$1,200	\$52,600	24
25							\$50,600	\$600	\$51,200	\$600	\$51,800	\$1,200	\$53,000	25
26									\$51,600	\$600	\$52,200	\$1,200	\$53,400	26
27									\$52,000	\$600	\$52,600	\$1,200	\$53,800	27
28									\$52,400	\$600	\$53,000	\$1,200	\$54,200	28
29									\$52,800	\$600	\$53,400	\$1,200	\$54,600	29
30									\$53,200	\$600	\$53,800	\$1,200	\$55,000	30
31											\$54,200	\$1,200	\$55,400	31
32											\$54,600	\$1,200	\$55,800	32
33											\$55,000	\$1,200	\$56,200	33
34											\$55,400	\$1,200	\$56,600	34
35											\$55,800	\$1,200	\$57,000	35
36													\$57,400	36
37													\$57,800	37
38													\$58,200	38
39													\$58,600	39
40													\$59,000	40

Educational Advancement

As per the Negotiated Agreement (April, 2009) and beginning with 2009-2010 school year, the following educational advancement will be in effect for certified teachers in the Beresford School District 61-2.

Educational advancement on the certified teacher's salary shall be twelve (12) hours of college/university graduate level course work in K-12 related educational fields. Education advancement on the salary shall take place by meeting the following requirements:

1. All college/university course work, master's, specialist's, or doctorate program shall be graduate level education courses in K-12 related educational fields.
2. Intent of educational advancement must be submitted to the superintendent's office in writing **on or before June 1** on the specified form.
3. Written validation of such educational advancement (in the form of official transcripts) must be in the superintendent's office **by September 1**.

Educational Advancement*

BA + 12	\$500
BA + 24	\$500
MA (Master's)	\$1000
MA + 12	\$600
MA + 24	\$600
Specialist's or Doctorate (but not both)	\$1200

*Those certified staff members who were unable to move vertically on their current educational column when the new salary schedule was put into place during spring, 2009 negotiations will have the opportunity to make a \$500 and/or \$1000 educational advancement from the BA to BA + 12 column and/or from the BA + 12 to BA + 24 column and/or BA + 24 to MA column.

Teacher Contract Days

One (1) teacher contract day will be added to the 2015-2016 school year and beyond. The one (1) contract day will move the total teacher contract days from 178 to 179 days. The pre-school in-service day/open house will become a teacher contract day. Staff will not be compensated \$90 for that day. The in-service, along with the evening open house will total an eight (8) hour day.

Extended Contracts (Summer)

1/36 of basic salary per week limited to the 5th step on schedule. The number of weeks on each extended contract must be approved by the Board of Education. Positions such as, but not limited to Vo-Ag, Library, Instrumental Music, Guidance, Activities Director, and Family and Consumer Science.

Termination Clause Policy

If a teacher initiates the termination of his or her teaching contract prior to its termination date, it is agreed that the School District may suffer damages which would be impractical or extremely difficult to fix and therefore the School Board may withhold from any monies due the teacher, or the teacher may pay a sum as liquidated damages as per the following schedule if such termination occurs:

From the contract due date through May 31 st	\$ 600.00
From June 1 st through June 30 th	\$1,000.00

From July 1st through the contract start date \$1,500.00

From the contract start date through the duration of
the contract period {requires a two-week notice} \$2,500.00

It is hereby agreed that the amounts herein specified are fair and reasonable damages for breach of contract as provided in SDCL 53-9-5. In the event that liquidated damages are not collected or waived by the Board, the school district may utilize the provisions of SDCL 13-42-9 on revocation of certification.

Coaches Education Requirements

Effective for the 2014-2015 school year, all Beresford School District coaches for all athletic activities must complete the following courses online at www.NFHSLearn.com.

Fundamentals of Coaching (One-time requirement): \$40

First Aid, Health, & Safety for Coaches (Required every 2 years): \$40

Concussion in Sport: What You Need to Know (Required Annually): Free

The classes must be completed prior to the start of the school year or prior to the start of the sport in-season. Upon successful completion of each class, the coach will print out the completion certificate, turn it into the district office, and fill out a voucher for reimbursement from the District. The South Dakota Department of Education has approved the courses as continuing education units (CEU's) for certified teachers.

Co-curricular Schedule

The co-curricular index factors and stipends are in consideration for hours outside the normal 8:00 a.m. to 4:00 p.m. school hours during the week or for extra duties assigned by the administration. The index factors below are to be applied on the appropriate step based on the coach's or director's activity years of experience but are limited to the BA column only which extends up to 40 steps. A move of one step per year for experience will be allowed on the BA column.

The BA column on the teacher salary schedule will no longer be used to calculate co-curricular pay for 2016-17 and beyond. A separate co-curricular salary schedule will be maintained for the 2016-17 school year and beyond. The BA column base on the co-curricular salary schedule will increase by \$1000, moving the co-curricular year one base from \$33,000 to \$34,000. All other steps in the co-curricular salary schedule will increase in \$400 increments through year 40.

Should the need arise, the administration will notify BEA of its intent to recommend the addition or adjustment of co-curricular duty amounts. It is to be understood that some extra duty areas may not be assigned during a given year as determined by the administration and/or Board of Education.

Co-curricular Schedule Index Factors and Stipends

The following index factors and stipends were added or increased in the 2016-17 co-curricular schedule.

Robotics Advisor—MS/HS	.05
Student Council Advisor—HS	.03
Student Council Advisor—MS	.01
Testing Coordinator	.005
Wellness Center Advisor	\$15/hour

Beresford School District		
Co-curricular Schedule		
2016-2017		
Years of Coaching Experience		
1		\$ 34,000
2		\$ 34,400
3		\$ 34,800
4		\$ 35,200
5		\$ 35,600
6		\$ 36,000
7		\$ 36,400
8		\$ 36,800
9		\$ 37,200
10		\$ 37,600
11		\$ 38,000
12		\$ 38,400
13		\$ 38,800
14		\$ 39,200
15		\$ 39,600
16		\$ 40,000
17		\$ 40,400
18		\$ 40,800
19		\$ 41,200
20		\$ 41,600
21		\$ 42,000
22		\$ 42,400
23		\$ 42,800
24		\$ 43,200
25		\$ 43,600
26		\$ 44,000
27		\$ 44,400
28		\$ 44,800
29		\$ 45,200
30		\$ 45,600
31		\$ 46,000
32		\$ 46,400
33		\$ 46,800
34		\$ 47,200
35		\$ 47,600
36		\$ 48,000
37		\$ 48,400
38		\$ 48,800
39		\$ 49,200
40		\$ 49,600

Beresford School District			
2016-2017			
Co-curricular Schedule ~ Index Factors & Stipends			
{Academic Bowl}	.02	Student Council Advisor - HS	.045
Agricultural Education-FFA	.11	{JH Yearbook Advisor}	.02
Annual	.08	Junior Magazine Sales	.005
{AP Coordinator}	.015	Junior/Senior Prom	.03
Art Fair	.005	{Kennel Club Advisor}	.005
Band - A	.11	Music - Vocal (K-5)	.05
Band - B	.08	Music - Vocal (6-12)	.11
BB - Boys Head	.11	{Musical - Director}	.09
BB - Boys Varsity Assistant (2)	.08	{Musical - Instrumental}	.04
BB - Boys 8th Grade	.05	{Musical - Vocal}	.04
BB - Boys 7th Grade	.05	{Musical/Festival - JH}	.015
BB - Girls Head	.11	National Honor Society Advisor	.02
BB - Girls Varsity Assistant (2)	.08	Peer Helpers Advisor	.005
BB - Girls 8th Grade	.05	Play - One Act	.035
BB - Girls 7th Grade	.05	Play - Three Act	.08
Cheerleading Advisor.08, .05, .03	.08	Quiz Bowl - MS/HS	.04
Cross Country - Head	.09	Robotics Advisor - MS/HS	.05
Cross Country - Assistant	.06	School Paper	.055
Debate	.08	Student Congress/Speech	.01
{Declam - Grade (3)}	.01	Student Council Advisor - HS	.03
{Destination Imagination}	.02	Student Council Advisor - MS	.01
Family & Consumer Science - FCCLA	.055	Testing Coordinator	.005
FB - Head	.11	Track - Head Boys	.11
FB - 1st Assistant (3)	.08	Track - Head Girls	.11
FB - 2nd Assistant (JH) (2)	.05	Track - Assistant (5)	.08
Gifted Activities	.015	{Track - Grade Field Day}	.01
Golf - Boys Head	.09	VB - Head	.11
Golf - Boys Assistant	.06	VB - Assistant (2)	.08
Golf - Girls Head	.09	VB - 8th Grade	.05
Golf - Girls Assistant	.06	VB - 7th Grade	.05
Homecoming Variety Show	.01	Webmaster	.07
		{Weight Room Advisor}	.015
SPED Teacher Summer - \$25/hour		Wrestling - Head	.11
Booster Bus Supervisor - \$25/trip		Wrestling - Assistant	.08
Concessions - \$30/session		Officiating Gratuity - \$25/game (C & JV)	
(tournaments are double sessions -		Officiating Gratuity - \$20/game (7 & 8)	
morning/afternoon or afternoon/evening)		Timers/Scorers - \$30/session	
Driver's Ed - \$23/hour driving time		Wellness Center Advisor - \$15/hour	

Customizing Instruction (CI) Plan

The Customizing Instruction (CI) Plan will be continued for the 2016-17 school year.

The CI Plan will address three key areas:

- 1) Our District's Vision—Customizing instruction to empower students to achieve.
- 2) Our District's Goals—Improving student achievement in all content areas through the use of multiple assessment measures and improving classroom instruction and increasing learning opportunities for students through 21st century tools and higher-order thinking skills.
- 3) Our Teachers as Educational Leaders—Utilizing our staff as in-house resident experts to advance instruction for our teachers and increase learning opportunities for our students.

Program Budget Summary:

The Board will set the dollar amount available for Customizing Instruction (CI) / Teacher Initiated Leave (TIL) through its budget.

The leadership roles to be paid at the hourly rate set by the CI/TIL Committee include but are not limited to the following examples: data retreats, common core curriculum development, development of assessments, book study facilitators, and teachers as advisors program development. The leadership roles to be paid at a stipend set by the CI/TIL Committee and the applicant include but are not limited to the following examples: committee chairs and coordinators for the AdvancED school improvement process, RtI, literacy coaches/mentors, and technology coaches/mentors.

Compensation for CI will be based on a competitive request for proposal application linked to the District's vision and goals and teachers as educational leaders. Teachers whose applications have been approved will receive compensation for activities beyond their contractual obligations for work performed outside the normal school day once the plan/project has been completed and the artifacts created have been approved by their building principal.

In order to meet the three key areas above, a three-fold approach will be taken:

First, we will have summer curriculum days available through a competitive request for proposal application linked to our District's vision and goals.

Second, we will have dollars available for our "teachers as educational leaders" during the summer and school year through a competitive request for proposal application linked to our District's vision and goals. In regards to teachers as educational leaders, payment will be determined by the number of approved hours spent outside the normal school day on leadership functions. These leadership roles will be funded to develop, increase, and utilize the skills and talents of teachers that we have on staff.

Third, Teacher-Initiated Leave (TIL) will continue as is and teachers will be able to submit professional development requests for leave to attend events outside of our District during the fall, spring, and summer as dollars are available. TI Leave applications must be submitted by the teacher and linked to our District's vision and goals. Teachers who attend professional development opportunities through TIL will also be required to submit to their principal a summary of the event and plan for implementation and a sharing session with other staff members.

Application Approval and Evaluation of CI / TIL Program: A committee of appointed teachers, a BEA representative, and school administrators will serve on the CI/TIL Committee whose function will be to review applications to make sure applicants meet the program’s purpose and if so will approve of the applications.

Upon completion of the project/plan, the teacher will present their artifacts to the principal and the principal will evaluate the project/plan and determine if it met the intended expectations. If the project/plan met the intended expectations, the principal will submit the request for board approval at the next regularly scheduled board meeting. Payment will then be processed during the next available payroll period.

Insurance Benefit

The monthly insurance benefit will be **\$449.78** for full-time teachers. The benefit dollars are to be used for the school system group health, vision and/or dental insurance plan. Part-time teachers below 35 hours per week will receive the insurance benefit on a pro-rated basis equal to their teaching contract time. Example: If a teacher is hired at 60%, she/he will receive a 60% insurance benefit. Certified teachers working 35-40 hours per week will receive the district’s full-time monthly insurance benefit.

Duration

The language and financial provisions of this agreement shall be effective from July 1, **2016** to June 30, **2017**, barring any change in state or federal mandates or funding sources. Unless otherwise specified, the contents of this agreement may not be re-negotiated during the term of the agreement except by mutual consent.

Authorization

This agreement shall be the accepted guide and policy for the BEA and the Board of Education and these agreements shall take precedence and priority over all other policies and regulations made by the Board. In witness whereof the parties thereto caused this agreement to be signed by their respective presidents and attested by their respective secretaries on the day and year written:

Beresford Board of Education

Beresford Education Association

By _____

By _____

Board President

BEA President

By _____

By _____

Business Manager

BEA Secretary

Date _____

Date _____

Appendix I

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APPENDIX I

Beresford School District #61-2 INTENT/VALIDATION OF EDUCATIONAL ADVANCEMENT

The **intent** of educational advancement must be submitted to the superintendent's office in writing **on or before June 1**. **Written validation** of such educational advancement (including **official transcripts**) must be in the superintendent's office **by September 1**.

Name:					
Date:					
Current Educational Level (Please circle): BA, BA + 12, BA + 24, MA, MA + 12, MA + 24, Specialist/Doctorate					
Proposed Educational Advancement (Please circle): BA + 12, BA + 24, MA, MA + 12, MA + 24, Spec./Doct.					
Credits to be used toward educational advancement (official transcripts must be attached)					
DATE OF COURSE	COURSE PREFIX (EDAD, EDER, etc.)	COURSE NUMBER	COURSE NAME	UNIVERSITY	CREDITS

Customizing Instruction Application

Please complete the following application to be reviewed by members of our Customizing Instruction (CI) / Teacher-Initiated Leave (TIL) Committee.

Name: _____ Date of Application: _____

Grade Level and/or Subject Areas Taught: _____

Describe your Customizing Instruction (CI) Plan and how it will enhance your classroom instruction process and increase learning opportunities for our students.

Explain how your Customizing Instruction (CI) Plan meets one or more of the following three target areas: 1) District's Vision; 2) District's Goals; and/or 3) Teachers as Educational Leaders.

What artifacts and data will you collect and share to show that the intended expectations or desired result(s) have been met through your Customizing Instruction (CI) Plan?

How will you share your Customizing Instruction Plan, growth as an educator, and results with other teachers in the District?

Please include any other information about your Customizing Instruction Plan that would be helpful to the CI/TIL Committee.

Anticipated Hours to Accomplish CI Plan: _____

Anticipated Compensation/Hourly Rate: _____

Teacher's Signature

**INSURANCE AND BENEFIT SUMMARY FOR 2016-17
BERESFORD SCHOOL DISTRICT #61-2**

BENEFIT PACKAGE

Social Security	7.65% (matching)
Retirement	6.00% (matching)
Insurance	\$449.78/month*
Workmen’s Compensation	As required by State law
Unemployment Insurance	As required by State law
Group Life Insurance	As part of health insurance (\$15,000.00)

*All employees are asked to become part of the health insurance group plan with at least the single coverage. The remaining monies of the **\$449.78** package may be used to purchase additional health/vision insurance (two party, family, etc.) and/or dental insurance. Part-time teachers below 35 hours per week will receive the insurance benefit on a pro-rated basis equal to their contracted time. Example: If a teacher is hired at 60%, she/he will receive a 60% insurance benefit. Certified teachers working 35-40 hours per week will receive the district’s full-time monthly insurance benefit.

Health coverage begins on the first day of the first full month following your first paycheck. (For example: With September 20th paycheck, insurance is effective October 1st.)

WELLMARK BLUE CROSS AND BLUE SHIELD

	\$500 Deductible	\$1000 Deductible	\$2,500 Deductible (HSA)
Single	\$ 506.37	\$ 449.78	\$ 387.43
Family	\$1,528.79	\$1,355.12	\$1,163.77
Emp/Spouse	\$1,024.25	\$ 908.36	\$ 780.67
Emp/Children	\$ 947.66	\$ 840.54	\$ 722.51

VISION (Mandatory with Health Insurance)

Single	\$7.13
Family	\$18.79
Emp/Spouse	\$11.42
Emp/Children	\$11.65

DENTAL

Single	\$ 47.70
Emp/Spouse	\$ 91.86
Emp/Children	\$ 91.00
Family	\$132.58

LEAVE

Sick Leave	10 days
Personal Leave	2 days
Personal Leave w/sub deduct	1 day

All benefits will be prorated by hours worked.

Beresford School District
FMLA Leave Request Form

{The following request is to be completed and returned to the Business Office.}

EMPLOYEE REQUEST

Employee's Name Date

Request for Full-Time Leave

I request a leave of absence from _____ (date) to _____ (date) for the following reason:

- For birth of my child and/or to care for the newborn child.
- For placement of a child with me for adoption or foster care.
- To care for my (circle one): spouse, child or parent with a serious health condition.

Name: _____

- Because my own serious health condition makes me unable to perform one of the essential functions of my job.
- For another reason. (Please specify):

Request for Intermittent or Reduced-Schedule Leave

- I request intermittent leave or reduced-schedule leave at the following times:

Schedule: _____

Reason: _____

Substitution of Paid Leave

I request to use (check all that apply)

Personal Leave Sick Leave Unpaid Leave Other _____
_____ # days _____ # days _____ # days _____ # days

Location During Leave

I can be reached at the following address and phone number during my leave:

Employee's Signature

Approved By

Date

APPLICATION FOR EARLY RETIREMENT
BERESFORD SCHOOL DISTRICT #61-2
Due by February 1st, (year)

Name: _____

Date Submitted: _____

Date of Birth: _____

Age as of September 1st, (year): _____

I wish to apply for Early Retirement Benefits provided by the Beresford School District #61-2. Payment of Early Retirement Benefits will be made at the first regular Board meeting in July.

Beneficiary Designated

Signature

Date

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FOR OFFICE USE ONLY

Years of service in the Beresford School District #61-2: \_\_\_\_\_

Education Level: \_\_\_\_\_

\_\_\_\_\_ x \_\_\_\_\_% \_\_\_\_\_ = \$ \_\_\_\_\_

|                                |                          |                |
|--------------------------------|--------------------------|----------------|
| *Current Basic Contract Salary | Early Retirement Benefit | Benefit Amount |
|--------------------------------|--------------------------|----------------|

\*Excluding extra duty or extended contract pay.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chair, Board of Education

**FORMAL WRITTEN GRIEVANCE PROCEDURE**

(This form is designed to facilitate the Grievance Procedure)

NOTE 1: If a grievance can be discussed with the person or administrator informally and resolved, this attempt should be made instead of using this procedure.

NOTE 2: The building administrator, superintendent, school board, and BEA should photocopy this original to keep a record of the grievance as it moves from level to level until resolved.

NOTE 3: A teacher or any certificated personnel must file this form within twenty-one (21) calendar days after the alleged violation, misinterpretation or inequitable application of existing board policy. Disagreement with existing policy or request for adoption of a policy is not a grievance, and should be sent to the officers of BEA or teachers' organization for consideration as an item for policy review by the board.

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PLEASE STATE THE GRIEVANCE MATTER BRIEFLY AND SUCCINCTLY. (This statement may not be changed in the processing of the grievance).

(Attach additional sheets of paper, if necessary)

Signed: \_\_\_\_\_ Bldg: \_\_\_\_\_ Date: \_\_\_\_\_

(Person aggrieved)

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Request for Settlement of Grievance

LEVEL ONE – Principal {Immediate Supervisor}

(To be completed by aggrieved person)

Date of Presentation to Principal \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_ School \_\_\_\_\_

Home Address \_\_\_\_\_ Principal \_\_\_\_\_

Nature of Grievance:

Settlement Requested:

Signed: \_\_\_\_\_ (Aggrieved Person)



Reply to Level One Grievance

Date Reply Sent to Aggrieved Person \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_ School \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Presentation of Grievance to Principal \_\_\_\_\_

Signed \_\_\_\_\_ (Principal)

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Request for Settlement of Grievance

LEVEL TWO – Superintendent

(Copies of Request for Settlement of Grievance -- Level One and Reply must be attached).

Date of Presentation to Superintendent \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_ School \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Reply to Level One Grievance \_\_\_\_\_

State Reasons for Submission of Grievance to Level Two:

Settlement Requested:

Signed: \_\_\_\_\_ (Aggrieved Person)

Reply to Level Two Grievance

(Copies of Request for Settlement of Grievance -- Level One and Reply must be submitted).

Date Reply of Superintendent Sent to Aggrieved Person \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_ School \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Submission of Grievance to Superintendent \_\_\_\_\_

Decision of Superintendent with Rationale:

Signed \_\_\_\_\_ (Superintendent)

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Request for Settlement of Grievance

LEVEL THREE – Board

(Copies of all previous Requests for Settlement and Replies must be attached).

Date of Presentation to Board President \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_ School \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Reply of Superintendent to Level Two Grievance \_\_\_\_\_

State Reasons for Submission of Grievance to Level Three:

Settlement Requested:

Signed: \_\_\_\_\_ (Aggrieved Person)

Reply to Level Three Grievance

Date Reply of Board Sent to Aggrieved Person \_\_\_\_\_

Name of Aggrieved Person \_\_\_\_\_ School \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Request for Settlement of Grievance—Level Three \_\_\_\_\_

Decision of Board with Rationale:

Signed \_\_\_\_\_ (Board President)

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BERESFORD EDUCATION ASSOCIATION GRIEVANCE COMMITTEE ACTION

Received \_\_\_\_\_ Date \_\_\_\_\_

(Signature of Grievance Officer)

DISPOSITION:

Signed \_\_\_\_\_ Date \_\_\_\_\_

(Signature of Grievance Officer)

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LEVEL FOUR: Arbitration by State Labor Commissioner