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Master Agreement

BETWEEN

Brookings School District 5-1

&

Brookings Education Association

Preliminary Statement

As of the conclusion of negotiating this master agreement in the Spring/Summer 2020¹, there still exists a nationwide pandemic known as the Coronavirus (COVID-19). The parties to this contract agree that this agreement is subject to all laws, rules, regulations and guidelines of any state or federal authority. If necessary the parties shall immediately meet to amend this agreement with a memorandum of understanding to be consistent with the above mentioned laws, rules, regulations or guidelines and in the interim any provision of this agreement that violates any law, rule, regulation or guidance shall be suspended. Any agreement shall be reduced to writing and signed by the parties. This provision expires on June 30, 202~~1~~² unless extended by written agreement of the parties.

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Article I
RECOGNITION

1. The Board hereby recognizes the Brookings Education Association herein after referred to as the BEA as the sole and exclusive representative of the instructional assistants, secretaries with the exclusion of the superintendent's secretary, and the certificated staff except the superintendent, assistant superintendent, and those directors, principals, vice-principals, coordinators and supervisors who spend less than fifty percent of their time in the classroom. Such recognition shall be continuous from year to year unless challenged.
2. The term "teacher" when used hereinafter shall refer to all employees represented by the BEA in the bargaining unit as above defined, except the term teacher shall not include 'instructional assistant' in the sections on teacher evaluation, continuing contract (teacher termination as discipline), staff reduction, transfer, student teachers, in-service education, workday, leave without pay, sabbatical leave, public service leave, mentorship, and resignation/liquidated damages.
3. The term "teacher" shall also not include "secretary" in the sections on teacher evaluation, teacher termination as discipline, staff reduction, transfer, extra duty, student teachers, in-service education, workday, contract days, absences due to weather and emergency conditions (Article XII G), sick leave, long-term leaves of absence without compensation, sabbatical leave, public service leave, mentorship, and resignation/liquidated damages.
4. The term "classified staff" or "classified employee" when used hereinafter shall refer to instructional assistants and secretaries.
5. The term "teacher" shall also not include school nurse in the sections on teacher evaluation, continuing contract (teacher termination as discipline), reduction in force, transfers, student teachers, in-service education, workday, sabbatical leave, and public service leave.

Article II
COLLECTIVE NEGOTIATION

This article contains two separate procedures for developing the master contract between the BEA and the Board. The first procedure is the more traditional collective negotiations process. The second procedure is a collaborative negotiations process known as Win/Win Negotiations. The BEA and the Board will mutually develop protocols by January 31st for the next negotiated contract.

1. **Definitions:** (as used in this article)

- A. Collective negotiation—the process whereby representatives of the BEA and the Board meet for the purposes of reaching agreement on grievance procedures, rates of pay, wages, hours of employment, and other conditions of employment.
- B. Negotiation representatives—those persons selected by each party to represent that party's interests in the process of collective negotiation.
- C. Item—any written proposal to amend this master contract.
- D. Consultant—a resource person qualified by training and/or experience to advise on problems being considered in collective negotiation. Said consultant may be called upon by either party.
- E. Study Committee—a committee established by mutual consent for research, study, and development of reports to be provided to the parties.

2. **Principles:**

- A. The process described in this article is dependent upon mutual understanding and cooperation. It therefore requires a free and open exchange of views.
- B. The BEA shall be entitled to the reasonable use of the interschool mail service and email for the purpose of communication with its members.
- C. Both parties agree to meet at reasonable times and places and to negotiate in a good faith effort to reach agreement.
- D. Both parties agree to cooperate in collecting and sharing such information, including current reports of the district's financial condition, as well assist both parties in developing intelligent, feasible, and constructive proposals.
- E. Upon mutual agreement, the parties may appoint ad hoc study committees.

3. **Intervention:**

- A. In the event a tentative agreement has not been reached on any item of collective negotiation, the BEA, or the Board, may declare impasse. Either party may request intervention by the South Dakota Department of Labor and Regulation pursuant to SDCL 3-18-8.1

4. **Failure to Reach Agreement, Impasse and Intervention by the South Dakota Department of Labor and Regulation:**

- A. If the parties cannot reach an agreement on an issue or issues between the parties, then pursuant to SDCL 3-18-8.1 or any statutes amendatory thereof, the parties may request intervention by the Department of Labor and Regulation. As allowed by SDCL 60-10-1 through 60-10-3 and any administrative rules adopted by the South Dakota Department of Labor and Regulation, the Department shall endeavor to conciliate the parties to the controversy and induce them to confer with each other and to resolve their differences. If the efforts to conciliate the differences are not successful, then the Department of Labor and Regulation, shall if requested by either party, impartially investigate the matters as allowed by SDCL 60-10-2. The parties are also free to pursue any other right allowed by South Dakota law.
- B. Within three days of receipt of the report from the South Dakota Department of Labor, pursuant to SDCL 60-10-2 the parties shall meet to discuss the report unless an agreement has already been reached.

5. **Costs:**

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

**ARTICLE III
GRIEVANCE PROCEDURE**

1. Definitions

- A. A “grievance” is a complaint by a teacher or a group of teachers based upon an alleged violation, misinterpretation, or inequitable application of any existing policies, rules, agreements, contracts, or regulations of the school district or of any of the provisions of this Master Contract as they apply to the conditions of employment and as set forth in SDCL 3-18-1.1.
- B. The term “teacher” may include a group of teachers who are similarly affected by a grievance.
- C. “Grievant” is the person or persons making the claim.
- D. A “party in interest” is the person or persons making the claim and any person or persons who might be required to take action or against who action might be taken in order to resolve the problem.
- E. The term “days” when used in this Article shall, except where otherwise indicated, mean calendar days except when a period of time is less than ten (10) days or when mutually agreed upon between the Brookings Education Association and school administration. Holidays, including winter and spring breaks, days lost for inclement weather, and weekends are not included in the calculation of time.
- F. Hearing shall mean a meeting, in which any party in interest may call witnesses, present evidence, cross-examine witnesses, present arguments, have representation and upon request receive a complete transcript of the proceedings at the cost of the party requesting the same. The request must be made no later than five (5) days prior to the hearing.
- G. “Immediately involved supervisor” shall mean the administrator or supervisor at the lowest administrative level who has the authority to decide the grievance.

2. Principles

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of teachers.
- B. All parties agree that these procedures shall be kept as confidential as may be appropriate at any level of the procedure. Further restrictions may be mutually agreed upon.
- C. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate representative of the BEA at any time.
- D. Any teacher shall have the right at any time to present any grievance through this procedure or may do so without the intervention of the formal representative as allowed by SDCL 3-18-3.

3. Structure

The BEA may maintain a grievance committee (hereinafter referred to as the “Committee”) which shall be constituted in such a manner as may be determined by the BEA.

4. Time Limits

- A. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- B. In the event a grievance is initiated at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable.
- C. A teacher shall initiate in writing a grievance within thirty (30) days after the alleged violation, misinterpretation or inequitable application.

5. Procedures

- A. A grievance shall be initiated in writing (using form found in Appendix L) , which will specifically set forth the facts alleged to give rise to the grievance, the specific contract provisions alleged to be violated, as well as any other supporting information, including witnesses that may support the grievance. The grievance will be delivered to the immediately involved supervisor.
- B. *Level One - Immediately Involved Supervisor (but not the Superintendent)*
 - i. The Supervisor shall receive the written grievance and meet with the grievant within five (5) days of receiving the grievance and make an attempt to resolve the grievance.
 - ii. The supervisor shall within five (5) days after meeting with the grievant, and if there has been no resolution of the grievance, render a decision in writing setting forth specific reasons as to the decision. The supervisor shall submit a copy to the grievant, BEA Grievance Chairperson, and the Superintendent.
- C. *Level Two - Brookings Education Association*
 - i. If the grievant is not satisfied with the disposition of the grievance at Level One, or if the Superintendent is the immediately involved supervisor, the grievant may submit an appeal or formal grievance to the Committee. If the Superintendent is not the immediately involved supervisor, the grievance must be submitted within five (5) days after the grievance has been decided at Level One.
 - ii. Within ten (10) days after receiving the formal written grievance, the Committee shall provide an opportunity for the grievant to meet with the Committee for the purpose of reviewing the grievance. At the meeting, the grievant may file a written appeal with the Committee for a meeting with the Superintendent. Within five (5) days of its receipt, the Committee, through its chairperson, shall submit such appeal to the Superintendent.
 - iii. An individual employee or a group of employees shall have the right at any time to present

grievances to their employer without the intervention of the formal representative as allowed by SDCL 3-18-3.

D. Level Three - Superintendent

- i. The Superintendent shall act for the administration at Level Three of the grievance procedure. Within ten (10) days after receipt of the written appeal, the Superintendent shall meet with the grievant and with the BEA but only if the BEA is involved in the grievance.
- ii. The Superintendent shall, within five (5) days of the meeting, render a decision and his or her rationale shall be given in writing to the grievant with a copy to the BEA, if the BEA is involved with the grievance.

E. Level Four - Board of Education

If the grievant is not satisfied with the disposition of the grievance at Level Three the grievant may appeal to the Brookings Board of Education within ten (10) days after the receipt of the decision from the Superintendent. After receiving the appeal, the Board of Education shall hold a hearing within ten (10) days of the receipt of the grievance. The decision of the Board shall be rendered in writing within five (5) days after such hearing. The Board and the grievant, along with the BEA if involved, may mutually agree to bypass Level Four and proceed to Level Five.

F. Level Five – South Dakota Department of Labor and Regulation

If the grievant is not satisfied with the disposition of the grievance at Level Four or if the proceedings at Level Four have been bypassed, the grievant may request, in writing, that the grievance be submitted to the South Dakota Department of Labor and Regulation.

In the event that the grievance is submitted to the South Dakota Department of Labor and Regulation, the provisions of SDCL 3-18 shall be followed.

6. Rights of Participation

- A. No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
- B. All parties in interest may be represented at all levels of the grievance procedure by persons of their own choosing, except that no minority union may represent a grievant.
- C. The BEA or other representative shall have the opportunity to be present at all levels of the grievance procedure.

7. Miscellaneous

- A. If, in the judgment of the BEA, a grievance affects a group or class of teachers, the BEA may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall begin at Level Three.

- B. Decisions rendered at all levels of the grievance procedure shall be in writing setting forth the decision and its rationale.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- D. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through the building principal, the BEA school representatives, and the Committee so as to facilitate operation of the grievance procedure.
- E. The remedies available to any teacher for any grievance shall be pursuant to this grievance procedure, an appeal to the South Dakota Department of Labor and Regulation, and/or the court system in the state of South Dakota.

Article IV
TEACHER EVALUATION

Teachers with continuing contract status (in 4th contract year or more with the District) are not required to be evaluated by the District this contractual year (2021-2022) if they were scheduled to be evaluated. The evaluation schedule for the 2020-21 school year will become the 2021-22 school year evaluation schedule and all subsequent evaluation cycles shall shift and would continue as the normal evaluation schedule would from year to year accordingly.

1. Purpose

The primary purpose and role of an evaluation program is to strengthen and improve the educational program of the district by assisting the individual teacher in becoming a better and more effective teacher.

Other purposes are:

- A. To provide structured and informal opportunities for administrators and teachers to objectively consider and evaluate the effectiveness and the contribution of the teacher to the total school program. It is the belief of the Board, Administration, and BEA that these evaluations provide the best opportunity for a teacher's growth to include strengths and possible weaknesses and to improve in the effectiveness as a teacher.
- B. To aid in planning programs of in-service training for all teachers and to identify areas in which teachers need individual assistance and support.
- C. To encourage teachers to constantly self-evaluate their teaching effectiveness in accordance with evaluation criteria.
- D. To provide an objective means by which recommendations may be made to the Board regarding the employment status of teachers and to provide data for reports, studies, and recommendations as needed.

2. Training

All certified staff members shall be evaluated by a designated evaluator who is currently in an administrative role for the district. Each evaluator shall become certified in the South Dakota Department of Education approved evaluation process. Furthermore, teachers will be trained in the approved process during pre-service or in-service training time, or other contracted time. The building principal or other administrator is charged with the responsibility of keeping the building staff informed as to the teacher evaluation objectives and procedures.

3. Teacher Effectiveness

A. *Domains and Components*

Charlotte Danielson's Domains 1, 2, 3, and 4 from the 2011 *A Framework for Teaching* will be used for

observation/evaluation purposes. All components in Domain 2 (The Classroom Environment) and Domain 3 (Instruction) will be used. Components not observable during formal or informal observations will not be used in the final calculation for the evaluation. Two components in Domain 1 (Planning and Preparation) and in Domain 4 (Professional Responsibilities) will be selected by the evaluator and teacher. One component will be selected by the individual teacher and one will be selected by the evaluator, for a total of two components in Domain 1 and two components in Domain 4. The components selected by the teacher and evaluator will be identified by the first working day in October. The selected components will be used for the entire evaluation cycle. *Refer to Appendix H - A Framework for Teaching.*

B. Counselor Domains and Components

Counselors will be evaluated using the process explained in the South Dakota Counselor Evaluation Supporting Document. *Refer to Appendix F – Counselor Performance Evaluation and Appendix K – South Dakota Evaluation Supporting Document.*

C. Speech Language Therapist Domains and Components

Speech therapy staff will be evaluated using all three domains of the speech therapy evaluation rubric and the components designated under each domain. *Refer Appendix G Speech Therapist Performance Evaluations.* Observations conducted will consist of formal observations and informal observations which align with the criteria for teachers under Section 9 of this article.

4. Evaluating Practice Using Evidence Provided by Artifacts

Professional practice evaluations also require the consideration of evidence that cannot be collected through classroom observation. Components that are not observable are supported by the collection of artifacts. Artifacts are documents, materials, processes, strategies, and other information that demonstrate performance relative to a standard of professional teaching practice. To ensure expectations are established and artifact collection is focused, evaluators and teachers will discuss artifacts which support the evaluation. Representative artifacts consistent with the selected domains and components, shall be presented and utilized as an element of the summative evaluation process. In many cases, artifacts stem from a teacher’s day-to-day work and teachers do not need to create documentation specifically to support the evaluation process. *Refer to Appendix I – Examples of Artifacts Aligned to Domains of Professional Practice.*

5. Student Learning Objective

A **Student Learning Objective (SLO)** is a teacher-driven goal or set of goals that establish expectations for student academic growth over a period of time. The specific, measurable goals must be based on baseline data and represent the most important learning that needs to occur during the instructional period. *Refer to Appendix D - SLO Process Guide.*

Teachers and evaluators are encouraged to use an online tool such as the SDEA SLO Attainment Calculator.

Student Growth Performance Categories:

Performance Category	Description
Low	The teacher’s SLO was less than 65 percent attained.
Expected	The teacher’s SLO was greater than or equal to 65 and less than 85 percent attained.
High	The teacher’s SLO was greater than or equal to 85 percent attained.

A. Dates for SLO Completion

All teachers will submit their SLO for review and approval by the first working day in October of each school year. The SLO will be finalized by the last working day in October of each school year. Refer to Appendix E – Professional Practices Rating & Documentation.

B. Exemptions to SLO requirements

Counselors and speech language therapists are exempted from the requirement to develop SLOs. (Reference ARSD 24:57:01:01)

6. Overall Professional Practices Rating

After using standards-based rubrics to determine teaching performance for each component evaluated, the evaluator will use a three-step process to determine a professional practice rating of Unsatisfactory, Basic, Proficient or Distinguished.

Step 1: Determine Component-Level Performance

Point values are assigned to teaching performance for each component evaluated as follows: a Distinguished rating is assigned 4 points; a Proficient rating is assigned 3 points; a Basic rating is assigned 2 points; and an Unsatisfactory rating is assigned 1 point.

Step 2: Calculate an Average Score for All Components Evaluated

An average component-level score is calculated by dividing the total of all points earned by the number of components evaluated. The average will range from 1 to 4, and is rounded to the nearest hundredth of a point. All components are given equal weight.

Step 3: Determine the Overall Professional Practice Rating

The average component-level score is used to assign a Professional Practice Rating of Unsatisfactory, Basic, Proficient or Distinguished. The chart below presents the scoring ranges aligned to the four performance categories.

Overall Professional Practice Rating				
Scoring Ranges	1.00 to 1.49	1.50 to 2.49	2.50 to 3.49	3.50 to 4.00
Rating	Unsatisfactory	Basic	Proficient	Distinguished

7. Descriptions

Each of the four final Professional Practice Ratings – Unsatisfactory, Basic, Proficient and Distinguished – are defined in general terms to illustrate the continuum of possible performance relative to the rigorous professional teaching standards outlined in the South Dakota Framework for Teaching.

- **Unsatisfactory:** A teacher performing at the Unsatisfactory level does not appear to understand the underlying concepts represented by the Framework for Teaching. Performance at this level requires significant intervention and coaching to improve the teacher’s performance.
- **Basic:** A teacher performing at the Basic level appears to understand the Framework conceptually but struggles to implement the standards into professional practice. Performance at this level is generally considered minimally competent for teachers early in their careers and improvement is expected to occur with experience.
- **Proficient:** A teacher performing at the Proficient level clearly understands the concepts represented by the Framework and implements them well. Teachers performing at this level are qualified in the craft of teaching and work to continually improve practice.
- **Distinguished:** A teacher performing at the Distinguished level is a master teacher and makes a contribution to the field, both inside and outside the classroom. While all teachers strive to attain Distinguished-level performance, this level is considered difficult to attain consistently.

8. Professional Practice Rating and Student Growth Rating

The recommended summative rating matrix model does not rely on uniform, prescriptive formulas to calculate the summative effectiveness rating. By default, evaluations of professional practice account for two-thirds of the final rating, and the final one-third of the rating is influenced by evaluations of student growth. However, the matrix design also provides opportunity for professional judgment to be used in cases where the professional practice and student growth ratings appear to conflict. *Refer to Appendix E – Professional Practices Rating & Documentation.*

9. Observation Procedures

A. Observation procedures, according to SDCL 13-42-34, will be as follows:

i. For teachers in years one through three of continuous employment:

- A minimum of two (2) informal observations per year; one prior to the first formal observation, the remainder delivered throughout the year.
- A minimum of two (2) formal observations of professional practice per year; one completed each semester.

ii. For teacher who are new to the district but have five or more years of experience:

- A minimum of two (2) informal observations in the first year of employment; one prior to the first formal observation, the remainder delivered throughout the year.
- A minimum of two (2) formal observations of professional practice in the first year of employment; one completed each semester.

- A minimum of one (1) informal observation in each of the second and third years of employment.
 - A minimum of one (1) formal observation of professional practice in each of the second and third years of employment.
- iii. For teachers in their fourth continuous year of employment and beyond:
- A minimum of two (2) informal observations in the year of evaluation
 - A minimum of one (1) formal observation of professional practice in the year of evaluation.
- B. A **formal observation** must be at least 15 minutes long conducted by the evaluator. It is encouraged that the evaluation may exceed 15 minutes. The process of formal observation includes structured pre- and post-observation conferences. The formal observation will not take place the first two weeks (10 days) or final week (5 days) of a course unless mutually agreed upon by the teacher and building administrator. A notice of five school days, unless other timelines are mutually agreed upon by the evaluator and teacher, will be given to the teacher to prepare for the pre-observation conference. A **pre-observation conference** provides the evaluator and teacher a time to discuss the upcoming observation, including any lesson standards, assessment tools, instructional strategies, or differentiation needed. First year teachers will have a face to face meeting for their first semester pre-conference meeting in the first semester. A **post-observation conference**, which occurs following a formal observation, is an opportunity for reflection and analysis, giving the evaluator and teacher time to engage in a professional dialogue about effective strategies that support teaching and learning. The post-observation conference should occur within five school days of the formal observation unless other timelines are mutually agreed-upon by the evaluator and teacher.
- C. An **informal observation**, or drop-in, is not necessarily announced, but could be. It is at least five (5) minutes in length and is followed by feedback to the teacher. Feedback will be provided within (5) five school days of the informal observation unless other timelines are mutually agreed upon by the evaluator and teacher.
- D. It is the 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 evaluator in the routine performance of the evaluator's duties with respect to any aspects of job performance in need of immediate improvements, (2) concerns expressed by the teacher concerning any problem area(s) in which the teacher feels the need for assistance in order to improve teaching performance.

10. Records

The formal evaluation documentation, which includes at a minimum the formal observation(s), Student Learning Objective (SLO) results and summative evaluation shall be filed in the teacher's personnel file in

the Brookings School Administration office.

By signing, the teacher and evaluator acknowledge that (a) a conference was held and (b) the teacher is aware of the contents of the evaluation report and (c) the report has been thoroughly discussed with the teacher.

A copy of the above is also to be given to the teacher. *Refer to Appendix E – Professional Practices Rating & Documentation.*

In the event the teacher is dissatisfied with an evaluation, the teacher may respond to the evaluation in writing, stating reasons why it is felt the evaluation is unfair, inaccurate, or incomplete. This statement will then become a permanent part of the teacher's evaluation folder and personnel file.

11. Appeal Process

The teacher may appeal the evaluation by presenting the case to an evaluation committee composed of the superintendent, two teachers selected by the BEA, and one administrator selected by the superintendent. The appeal request must be received in writing by the superintendent no later than five (5) days following the evaluation conference. The appeal meeting must be held no later than twenty (20) days following the receipt of the appeal request.

The committee shall review the appeal and render a decision to the teacher no later than five (5) days following the committee meeting. If the committee finds merit in the teacher's appeal, it may choose to throw out the disputed evaluation and/or have the teacher re-evaluated by another administrator.

If this appeal procedure is used, the grievance procedure shall not be applicable or used as it relates to the issue raised in the appeal or prohibit the Board of Education from initiating the non-renewal or termination process.

12. Plan of Assistance

If, as a result of informal or formal observation and ensuing conferences, specific guidelines and directives are determined to improve teaching performance, these are to be filed in the same manner as the formal evaluation reports. In no way will this language affect the district's ability to non-renew a probationary teacher with no cause given.

A. Criteria/Elements should include:

- a. A statement of the observed deficiency(ies) with examples given to demonstrate deficiency. This description should also include which domain(s) and component(s) of the Danielson Model are in question.
- b. Specific directives to address the deficiency(ies)
 - i. Each directive must be measurable.
 - ii. Each directive must be achievable in the time frame given.
 - iii. Each directive must be objective.

- c. A timeline for the plan of assistance to be completed.
- d. A description of the district's offer of assistance in completing the plan.
- e. Provision for periodic meetings to ascertain progress.
- f. Signature of evaluator and employee, noting it has been reviewed and discussed.

13. Nonrenewal

It sometimes happens, however, that a teacher does not grow in skill as anticipated. In such cases, after a genuine effort has been made by the administrative and supervisory personnel in assisting the teacher to grow, the Board, upon recommendation of the Superintendent, shall nonrenew the teacher's contract. Nonrenewal of the teacher's contract (reference SDCL 13-43-6.3) provides that the superintendent shall give written notice of the nonrenewal by April 15th for teachers in years one through three of their continuous teaching in the district and on or before April 15th for teachers who are in or beyond their fourth year of continuous teaching in the district.

Article V
OPEN PERSONNEL FILES

A teacher's personnel file(s) shall be open to that teacher upon request, with the exception that confidential letters of recommendation shall not be considered for examination. Examination of the personnel file(s) shall take place under the supervision of the Superintendent, Principal, or their designated representative.

With the exception of materials used in the initial employment of the teacher, the teacher shall receive a copy of any item placed in the file(s) during the period of employment with the district.

The teacher may place therein written responses to any of the file(s) contents. The teacher shall receive up to ten (10) additional copies at the teacher's expense of material in the file(s) upon request. The teacher may be accompanied by any party of the teacher's choosing during review of the file.

Nothing shall be placed in a teacher's personnel file(s) by the Board or its representatives, which has not been reviewed and signed by the teacher. Since such signature merely confirms said review and does not indicate agreement, the teacher shall sign the material reviewed. Such review shall take place in the office of the teacher's immediate supervisor unless the teacher consents to or requests and the supervisor mutually agrees to another location within the district.

Article VI
TEACHER TERMINATION AS DISCIPLINE

1. General

- A. A teacher may be disciplined or terminated by the Board at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the School District.
- B. No teacher who is in or beyond the fourth term of employment in the district shall have the contract non-renewed for the following school term without just cause.

2. Investigation Protocol

- A. A teacher facing allegations of misconduct as defined above and pursuant to SDCL 13-43-6.1 will be notified of such allegations before any disciplinary action is taken. Any suspension from work during an investigation will be with pay. The administrative leave with pay will not be deducted from any accrued leave.
- B. A teacher subject to an investigation of alleged misconduct will receive the following information from the District:
 - i. the allegation(s) that have been made, including a specific description of the alleged incident(s);
 - ii. where the alleged incident(s) took place; and
 - iii. the dates of the alleged incident(s).

Article VII
STAFF REDUCTION

1. Reduction in Force (RIF)

No teacher shall be discharged or laid off pursuant to a reduction in personnel unless the requirements of Federal programs, student needs, or priority of programs necessitates the same, or there is a termination of a job sharing position, decrease in the number of students enrolled in the school district, and/or there is a decrease in the funding capabilities necessitating a reduction in personnel. If normal attrition does not result in sufficient reduction, then teachers shall be laid off according to the following procedures.

2. Employment Relationships

Any teacher whose employment with the district has been affected by a reduction in personnel shall at the time the teacher receives the RIF Notice shall be classified as temporarily relieved from active employment (laid off) by the district and awaiting recall to active employment for a period of one school year. Thereafter, recall rights shall terminate. One school year is defined as July 1st through June 30th.

3. Notice to BEA

Before the Board effectuates any reduction in teachers the Superintendent will first notify the BEA in writing. The BEA shall have ten (10) days from the date of notification to provide alternatives to a reduction in force.

4. Layoff Notices, Procedure, and Recall

No teacher shall be placed on layoff unless said teacher shall have been notified in writing of said layoff no later than April 15th as required by SDCL 13-43-6.4. The teacher may choose to give the BEA the notice of layoff.

In the event of a reduction in teaching staff that cannot be adequately accomplished by attrition, the teachers shall be laid off in the following order:

- A. Teachers with emergency and/or temporary certification;
- B. Other Teachers based upon seniority as defined in Article VII #5.

After the Board has determined the priority of programs on the basis of student needs and district goals, layoffs shall be made within the above categories according to the following criteria but not necessarily in order of priority;

- A. Professional preparation
- B. Certification
- C. Administrative recommendation (i.e. evaluation competency)
- D. Community priorities as they relate to curriculum and co-curricular offerings
- E. Department/school/curriculum/student needs
- F. Years of experience in the Brookings School District
- G. Experience in the area to be taught

Evaluations of performance may overrule seniority and degrees and credits if such evaluation clearly demonstrates the superior performance of the less senior teacher.

5. Seniority Defined

For the purposes of this Article, "seniority" shall refer to and be computed on the number of continuous years of teaching service in the Brookings School District, including service credit accrued through authorized leaves. Seniority shall not include years of teaching experience gained in other school systems. Seniority shall be determined from the date the Board most recently acted to officially employ the teacher. However, in the event two or more teachers have the same official employment date, the date the first teacher to sign the applicable contract shall govern. A partial year of prior service granted, which is at least one full semester, shall correspond to a step on a salary schedule. A partial year is less than one year of service, regardless of the full time equivalency of the service (i.e. a 0.5 FTE for one full school year vs. a 1.0 FTE for a partial school year).

6. Seniority List

On or before January 1 of each year, the board shall provide the BEA president with a teacher seniority list, indicating the dates of employment and major field of study.

7. Staff reduction in the middle school and high school shall be by and within departments and according to the procedure in Section 4. Teachers who are laid off and certified to teach in more than one subject area may be recalled to any other department or level for which they are certified or must become certified within thirty (30) days of notice of recall.
8. If the Board increases the number of teachers in the district or has a vacancy at any time that a teacher is on layoff, reemployment shall be extended to teachers who were laid off in reverse order to which the layoffs occurred according to the provisions of this procedure. A teacher who is returned to active employment through recall shall regain accumulated benefits and be advanced according to district policy reflecting years taught; i.e., laid off on step 5, recalled to step 6.
9. A teacher's failure to respond within fifteen (15) calendar days after receipt of the Board's recall letter (sent by certified mail, return receipt requested and also by first class mail to the teacher's address on file with the Board), recalling such teacher, shall result in termination of the teacher's rights to recall hereunder. A copy of such letter shall be sent to the BEA. It shall be the responsibility of the teacher to maintain a current address on file with the district.

10. Insurance Benefits

Any teacher laid off pursuant to this policy is entitled to receive insurance benefits as provided under COBRA. Monthly premiums and any administrative costs to maintain such insurance benefits shall be the responsibility of the teacher.

11. Substitute Teaching

Teachers who are laid off are entitled to preferential treatment for "substitute teaching" positions during the period of recall. The teacher shall notify the Superintendent in writing of his or her desire to be placed on the list of substitute teachers. Exercise of this privilege shall in no way reduce recall rights under the provisions of this Article.

Article VIII
EARLY RETIREMENT

1. For a teacher to become eligible to receive a Brookings School District early retirement, the teacher must:
 - A. Notify the Superintendent in writing and signed by the teacher. The notice sent shall be certified mail return receipt requested or by a signed electronic document on or before February 1st of their final year of employment of their intent to retire. Only teachers employed on or before April 1, 2006, will qualify for a Brookings School District retirement benefit.
 - B. Have attained the age of 55 on or before June 30th of their final year of employment.
 - C. Not be older than age 62 on June 30th of their final year of employment.
 - D. Have had twelve (12) or more years in education as a teacher.
 - E. Have been employed by the Brookings School District as a teacher a minimum of ten (10) years.

2. A teacher who chooses early retirement shall receive a cash benefit according to the following schedule:
 - A. Teachers will receive 80% of their last worked contract salary amount, excluding all extra duty salary.
 - B. The teacher must select a payment option of one or two installments~~three (3), four (4), or five (5) annual installments~~.
 - C. The ~~annual installment payment~~ will be made in September if one installment is selected or in September and March if bi-annual installments are selected. The bi-annual payment must be made in the same fiscal year.
 - D. The teacher shall receive payment through the 403(b) plan established with a board approved vendor.
 - E. Staff who retired prior to January 1, 2005 shall have the option of participating in the 403(b) plan.

3. If the teacher dies, prior to receiving complete payment of early retirement benefits, the remaining payments will be made to the teacher's designated beneficiary.

**ARTICLE IX
ASSIGNMENT, VACANCY, OR TRANSFER**

1. Assignment

Each teacher shall be assigned annually to a specific position and building at the direction of the District no later than April 15 via a letter of assignment. This assignment will be reflected on the individual teacher's contract offered to them for the ensuing school year.

~~A.~~ If a change from one year's assignment to another year's assignment is deemed necessary by the District, the teacher will be informed prior to issuance of the new contract through the letter of assignment.

~~Or~~

~~B.~~ If a teacher desires a change in their next year's assignment, the teacher must submit an online internal candidate application no later than April 15. While efforts will be made to honor this request when issuing the letter of assignment, there are no guarantees of assignment requests being granted.

2. Teacher Vacancies

A "Vacancy" is defined as a teaching position opening which will occur during or at the end of the school year, or during summer vacation, resulting from:

- A. A resignation, retirement, death, or other termination.
- B. The adding of a teaching position due to increased enrollment and/or adding to existing programs.
- C. A teacher transferring to another position, either voluntarily or involuntarily as hereinafter defined.

Vacancy posting procedures are as follows:

~~When a teaching vacancy occurs, the School District will post such vacancy on the School District website, and send an email to all employees with a registered K-12 email address. Such posting will remain for a minimum of 5 calendar days. Any teacher who holds a South Dakota license to teach in the area of a posted teaching vacancy may apply using the online internal candidate application and may be considered to be interviewed by the building principal or other School District administrator. Application must be made within 5 calendar days of the original posting date. Should the interviewing teacher an existing Brookings School District teacher who applies and fails to be assigned to the position and so requests in writing, the School District will provide a written response that states its reasons for non-selection.~~

- ~~A.~~ When an opening occurs, the vacancy will be posted and subject to a five (5) calendar day transfer period. The five calendar days will be inclusive of the day the position is posted. The notice of vacancies will be emailed to all employees. A teacher eligible for transfer must submit the transfer request (internal electronic application) by the end of the fifth (5th) day to be considered for transfer. However, there will be no transfers after July 1. If a vacancy is not filled by a qualified transfer, the position shall be posted for a minimum of 5 calendar days. However, should a vacancy occur on or after July 1, the vacancy shall be listed as "open until filled".
- ~~B.~~ Any existing teacher who holds a valid South Dakota license and is deemed qualified for a posted teaching vacancy may apply and is entitled to be interviewed by the building principal or other

~~School District administrator. Application must be made within 5 calendar days of the original posting date.~~

~~C.—All vacancies which will occur for the following school year shall be posted in and out of the District.~~

~~D.—When a transfer occurs to fill a vacancy, thus leaving the teaching assignment of the transferred teacher open, the District will determine if the vacancy is to be filled.~~

~~Criteria used to compare in-house candidate(s) with outside candidate(s) to fill vacant positions including reassignments, will include, but not be limited to, the following:~~

~~A.—Certification~~

~~B.—The length of service in the Brookings School District~~

~~C.—The availability of a certified replacement to meet the needs of the District for the position vacated by the in-house candidate(s)~~

~~D.—Evaluations~~

~~E.—Overall experience and recommendations~~

~~—————This above criteria will also apply and be used to compare in-house candidate if two or more teachers request reassignment to the same position.~~

~~3.—Transfer~~

~~Transfer is defined as a change in assignment following the issuance of the individual teacher's contract. Transfer requests may occur upon a vacancy being created as defined by this Article IX. Criteria used to compare transferring teacher(s) with outside candidate(s) will include, but not be limited to, the following:~~

~~A.—Certification~~

~~B.—The length of service in the Brookings School District~~

~~C.—The availability of a certified replacement to meet the needs of the district for the position vacated by the in-house candidate(s)~~

~~D.—Evaluations~~

~~—————This above criteria will also apply and be used to compare in-house candidates if two or more teachers request a transfer to the same position.~~

~~VOLUNTARY TRANSFERS~~

~~—————Any existing teacher who holds a valid South Dakota license to teach in the area of a posted teaching vacancy may request a transfer to the vacant position and is entitled to be interviewed by the building principal or other School District administrator. Any teacher who desires a transfer in assignment should request such a transfer using the online internal candidate application.~~

~~Application must be made within five (5) calendar days of the original posting date. While each request will receive due consideration, there are no guarantees of transfers being granted.~~

~~Should the existing teacher fail to be transferred to the position and so requests in writing, the School District will provide a written response that states its reasons for non-selection.~~

4. — INVOLUNTARY TRANSFERS

The appropriate principal(s) or other administrator(s) shall discuss potential involuntary transfers which occur after teachers have signed their contracts with individual teachers before the involuntary transfer is made. Such discussion will include the reason(s) for such transfer.

If an involuntary transfer is deemed necessary by the principal(s) or other administrator(s), the teacher so affected shall have the opportunity to consult with the Superintendent prior to any transfer being completed; however, the decision of the Superintendent shall be final in this regard.

If, as a result of an involuntary transfer, a teacher is assigned to more than one building, the teacher may request to be considered for a reduced contract for a single attendance center. The teacher assigned to more than one building will receive mileage pursuant to Article XIV, Travel Regulations.

If any involuntary transfer takes place after July 1st, the affected teacher or teachers will be paid a one-time stipend of \$750.00 to be prorated by the assignment FTE and the time of the year.

4. Classified Transfer

Due to the needs of the district, the administration may involuntarily transfer a classified employee. When opportunities for transfer and/or promotion become available, the classified employee may apply in writing for a transfer. The administration shall give due consideration to the merits of each employee presently employed and select a final candidate. If and when applicants are judged to be equal, administrative determination will be the deciding factor.

Article X
EXTRA DUTY ASSIGNMENT

The payments for extra-curricular assignments shall be according to "Extra-Curricular Compensation Schedule."

- A. Credit for coaching/activity directing shall be allowed for experience outside of the School District.
- B. Each director/coach shall be paid as found on the table entitled "Extra-Curricular Compensation" based on the number of years of experience within the specific or closely related activity assignment as determined by the Superintendent or Superintendent's designee.

In the event a director/coach of any extra-curricular activity is unable to perform said assigned duties, as determined by a medical doctor, for that current school year, according to the activity season structure, the director/coach will be compensated as follows:

- A. If the illness/condition/injury occurs prior to the season's start, no compensation will be paid for services not rendered by the director/coach,
- B. If the illness/condition/injury occurs during the first 1/2 of the season, the director/coach will be paid 1/2 of the compensation as set forth in the extracurricular compensation schedule,
- C. If the illness/condition/injury occurs during the last 1/2 of the season, the director/coach will be paid full compensation as set forth in the extra-curricular compensation schedule.

A certification of illness/condition/injury by the attending physician may be requested by either party to determine the ability or inability to perform said duties. This certification should be requested within 10 school days after an injury or illness occurs.

In the event a director/coach desires to be released from an extra duty assignment, a formal request shall be made by the director/coach for release in writing to the Superintendent. The district will post the potential vacancy based on the requests for release, thus allowing an opportunity for another employee to request an assignment. The administration will make every reasonable effort to find a suitable replacement from the existing employees or from applicants who will be joining the staff for the following year. All positions for which release has been requested shall be advertised with all positions in the district.

When a suitable replacement is found, the director/coach request for release will be granted. If a replacement is not found by the deadline for contracts to be received, then the director/coach will be offered a contract which may include the extra duty assignment. This policy does not negate the possibility that the assignment may be removed from the employee contract after offering of contracts should a suitable replacement be located after the deadline for returning contracts.

If no replacement has been named after two (2) consecutive years of requesting release, a director/coach who has been in his/her extra duty position for a minimum of eight (8) years in the district will be allowed to remove the extra duty assignment from his/her contract.

Article XI
STUDENT TEACHERS

Teachers who have accepted student teachers will be compensated at the rate specified in the school district/participating university student teacher agreement. The cooperating teacher will be paid upon completion of the total student teaching activity. Payment will be made in the following month's payroll check.

Article XII
ABSENCES, LEAVES, AND RESIGNATIONS

The Board and the BEA recognize that the value of the teacher in the classroom is enhanced by good health and professional growth. In the best interest of the students of the school district, the Board and the BEA agree that the following provisions shall be interpreted to provide the maximum relief to the teacher from financial strain due to poor health or disability, or professional growth, while also providing the student with maximum exposure to the teacher.

1. The following general statements apply to the various absence policies:
 - A. Immediate family shall be defined as the teacher's spouse, and the teacher's or spouse's father, mother, brother, sister, son, daughter, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nieces and nephews and any relative who lives with the teacher, or any person who has been responsible for raising the teacher or spouse.
 - B. Contract year shall be defined as the total number of working days defined in Article XVI Contract Days.
 - C. When the policy calls for substitute pay to be deducted from the teacher's salary it shall be computed according to the substitute pay policy then in effect.
 - D. When the policy calls for the daily rate of pay of the teacher to be deducted, this shall be computed by multiplying the contract salary of the teacher by a fraction which has as its numerator the number of days to be deducted and as its denominator the contract year including any extra duty pay, if a teacher misses the extra duty.
 - E. Requests or notices for leave should be made to the building principal or other administrator to which the teacher is assigned. These requests or notices shall be submitted to the principal or other administrator well in advance (no later than five (5) working days) of an anticipated absence (unless circumstances prohibit such advance notice) so that replacements can be obtained.
 - F. Teachers shall notify the principal or other administrator of the need for a substitute.
 - G. Whenever a teacher is unable to report to work due to weather, the teacher shall notify the building principal or other administrator and may have the option of applying the lost time to personal leave days. If the teacher has already used the personal leave time, then the substitute's pay will be deducted from the teacher's salary. In the case of classified staff, except for business office secretaries, if personal leave time is already used, no pay will be given for that day. Business office secretaries may have the option of applying the lost time to personal leave or vacation days. If the business office secretary has already used both personal leave and vacation time, no pay will be given for that day.

In those instances when a public announcement is made to the effect that students need not attend school on a particular day due to hazardous or emergency conditions, no pay deduction shall be made since no teacher need report for duty. Classified staff, except for business office secretaries, do not need to report for duty. Business office secretaries are expected to be on duty unless otherwise instructed by their immediate supervisor. If the business office secretary does not report to work, the

employee will have the choice of using a vacation day, a personal day, or a day without pay. Employees who have not been notified, but have reported to work, will be paid for a minimum of two (2) hours. If the superintendent declares a nonworking day, then no classified staff need report. There will be no deduction from pay or leave.

- G. Any leaves approved by the superintendent beyond those covered by a specific policy will be full salary deduction, on a prorated basis, a full day's pay for the days granted. These cases will be granted for extreme emergency cases only.
- H. Teachers who fulfill part of a year's contract shall have their leave benefits prorated according to that fractional part of the contract year that they teach.
- I. A teacher new to the system must have reported for work and actually begun performing the assigned duties before qualifying for any leave benefits. If a teacher qualifies for leave benefits within ten (10) working days of the first scheduled teacher workday, leave benefits shall be applied retroactively to the first scheduled workday for the teacher, except benefits under Leaves, Sabbatical Leave, Public Service Leave, and Personal Leave.
- J. All leave shall be granted on a pro-rated basis consistent with the full time equivalency (FTE) status of the employee.
- K. All leave options may be granted on no less than quarter-day increments.

2. Sick Leave

If a teacher is unable to perform duties due to personal illness or disability, the teacher may take sick leave with full compensation. A teacher shall be allowed ten (10) days sick leave per contract year in addition to prior accumulated sick leave days. Such leave shall be available beginning with the first contract day except as provided in Article XII. Any unused leave may be accumulated from one year to the next without a limit on the total number of days. Absence shall be credited to such leave upon the teacher notifying the building principal or other administrator when returning following an absence for personal illness or disability.

A teacher shall be permitted to use sick leave for an illness in the immediate family. Such leave will be allowed upon a notice to the principal or other administrator.

The Superintendent may require a physician's statement verifying the necessity and reason for continuous days of absence beyond three (3) successive days.

If a secretary is unable to perform duties due to personal illness or disability, the secretary may take sick leave with full compensation. A secretary who is contracted to work 172-192 days shall be allowed ten (10) days, a secretary who is contracted to work 193-200 days will be allowed 11 days, a secretary who is contracted to work 201-225 days will be allowed 12 days, and a secretary who is contracted to work 226-260 days will be allowed 13 days sick leave per contract year in addition to prior accumulated sick leave days. Such leave shall be available beginning with the first work day. Any unused leave may be accumulated from one year to the next without a limit on the total number of days. Absence shall be credited to such leave upon the secretary notifying the building principal or other administrator when returning following an absence for personal illness or disability.

A secretary shall be permitted to use sick leave for an illness in the immediate family. Such leave will be allowed upon a notice to the principal or other administrator.

The Superintendent may require a physician's statement verifying the necessity and reason for continuous days of absence beyond three (3) successive days.

3. Maternity/Paternity/Adoption Leave

Contingent on the employee having sufficient accumulated sick leave, a maximum of six (6) weeks will be considered paid leave commencing on the birth or adoption of a child. If both parents are employed by the district, each employee will be allowed up to six (6) weeks of leave.

4. Sick Leave Bank

To be eligible, each teacher shall contribute one (1) day of sick leave to the sick leave bank. New teachers shall automatically contribute one (1) day during the first year of employment. Returning teachers need not contribute additional days to the sick leave bank; however, they may voluntarily contribute up to ten (10) days during the September 1-15 contribution window and fifteen (15) days during the March 1-15 contribution window of the current contract year~~each contribution window~~ by notifying the Business Manager. ~~Contribution windows shall be September 1-15 and March 1-15 of the current contract year.~~

Teachers who have exhausted their accumulated personal sick leave may, upon application, make withdrawals from the sick leave bank, provided there are sufficient days in the bank.

Each teacher may be granted a number of days from the sick leave bank equal to the number of sick leave days to that teacher's credit in their personally available sick leave balance on the first day of each school year provided that the combination does not exceed one contract year. Such days shall be dispersed in the following manner:

- A. These days are to be used for personal illness or disability only.
- B. Application on a form prescribed by the Superintendent shall be accompanied by a physician's statement. Additional days from the sick leave bank may be granted by the Superintendent upon application by the teacher if there are sufficient days available.

At the conclusion of each contract year, the Business Manager shall send a report to the BEA indicating the status of the sick leave bank.

5. Bereavement

Upon notice to the principal or other administrator, up to five (5) days of paid bereavement leave shall be allowed each teacher at the time of death of any member of the immediate family.

In the event of unusual problems (ie. travel) in connection with the use of bereavement leave, up to two (2) additional days with substitute pay deducted may be granted by the building principal or other administrator provided that prior approval is secured.

Sick leave may not be mixed with bereavement leave to increase the number of days allowed for the death of an immediate family member, except in the case of the loss of a spouse or child.

Up to two (2) additional days of bereavement leave per teacher, per school year, shall be allowed for the death of

persons who do not meet the definition of immediate family. The cost of a substitute will be withheld from the teacher's daily salary for the second of the days used.

6. Jury Duty

Teachers will be excused from school for jury duty when they are summoned to serve. Any teacher who serves on a jury in a local, state, or federal court will be granted paid leave for the period of his/her actual jury service, however, the teacher will be required to reimburse the School District for any pay received for such service excluding expense reimbursement. Teacher who will be absent from work to serve on a jury must notify their immediate supervisor in advance.

7. Professional Leave

- A. Professional leave shall be defined as absence from duties for the purpose of participation, presentation, or observation in an educational activity determined by the administration with prior notification (at least five (5) working days prior to the leave) and administrative approval (unless circumstances prohibit advance notice) to be in the interest of the district and consistent with program goals and objectives; and when such activity is not provided in the district and/or not available on non-teaching days.
- B. Approval of participation may be granted by the administration for one or more teachers when such leave conforms to the definition in part A of this section. Attendance by more than one teacher is permitted when the benefit of such participation is determined to be to the education enhancement of the district.
- C. College credit may be obtained as a result of the participation in a professional leave activity if the staff member is willing to pay the cost directly associated with earning the credit. Credits earned in this manner may be applied toward advancement in teacher compensation.
- D. The cost of the substitute teacher required by the teacher's absence from the district will be borne by the Board. Travel, meals, lodging and fees will also be borne by the Board when approved by the building principal or other administrator in accordance with Article XIV concerning travel reimbursement.
- E. Visitation in another school may be allowed as professional leave provided the visitation is for specific educational purposes which would be for the improvement, benefit and possible adoption in the school district.
- F. A written report, including recommendations as to further participation, must be filed with the building principal or other administrator and a verbal report shall be presented to the teacher's co-workers, if requested by the principal or other administrator.

8. Coaching/Activity Leave:

The School District may approve professional leave with no deduction of salary for teachers to attend professional obligations associated with direct activity related assignments. No deduction will be made from accumulated leave.

9. Curriculum Leave:

The School District may approve leave with no deduction of salary for teachers to attend professional obligations and events related to curriculum and instruction development. No deduction will be made from teachers' accumulated leave.

10. Personal Leave

There may be personal conditions or circumstances which may require teacher absence for reasons other than those provided above. The teacher shall receive personal leave days each contract year with full compensation according to the following continuous years of service.

- ~~1-9~~15 years 2 days
- ~~10-19 years~~16+ years . 3 days
- ~~20+ years~~ 4 days

Personal leave days not used may be accumulated although no more than ~~five (5)~~four (4) unused days may be carried over to the new contract year. Teachers shall not have more than ~~seven (7)~~six (6) personal leave days at the beginning of a contract year regardless of years of service. The teacher need not declare a reason for requesting personal leave.

For the first day or last day of the school year or the first working day preceding or following a holiday, no more than ten percent (10%) (rounded to the next highest percentage to reach a full person) of the teachers of any building shall be granted personal leave on any day or days. Such leave shall be granted on a first come, first granted basis. The only exception which may be granted by the Superintendent shall be for school sponsored activities. Teachers who are not directly involved with extra-duty pay shall be given permission to use personal leave to serve, or act, as chaperones for the designated school activity.

11. Long Term Leaves of Absence without Compensation

The Board may grant leave of absence without compensation for professional (except sabbatical), personal or health purposes of the employee, spouse or child, upon application by the teacher. Leaves shall not be longer than one year nor less than one quarter unless special permission is granted by the Board. Leave will not be granted to individuals for the purpose of entering business. Upon completion of the leave the Board will make every reasonable effort to return the teacher to that position which the teacher held prior to the leave.

The teacher will retain previously accumulated leave upon returning to the system.

Teachers may elect to retain medical insurance, cancer care, term life insurance, and/or other fringe benefits for the duration of such leave. Such benefits shall be made available with the consent of the offering company. Coverage shall be made available upon the teacher's request and the cost borne by the teacher.

12. Sabbatical Leave

The procedures and rules governing sabbatical leave of absence are as follows:

- A. The Board, upon recommendation of the Superintendent, may grant a sabbatical leave to qualified teachers for the purposes of professional study, approved travel, independent study or research, or a combination of any of these that is germane to licensure and/or teaching assignment(s) in the district, and for such other purposes as may be approved by the Board.
- B. Upon recommendation of the Superintendent, the Board may grant a sabbatical leave to a teacher who has been employed at least six (6) consecutive years, and who has not had a sabbatical leave during the six (6) years immediately preceding this grant. This leave granted shall not exceed two (2) semesters but may be for one (1) semester.

- C. A teacher on sabbatical leave shall receive as compensation during the period of absence one-half of the regular scheduled salary, but not to exceed one-half of the Master's degree maximum.
- D. Compensation shall be paid according to the regular district pay periods. A teacher on sabbatical leave shall receive the scheduled increment and/or adjustments in salary, the same as if occupying a regular assignment.
- E. The number of teachers given sabbatical leave, in any year, shall not exceed one (1) percent of the total number of teachers. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leaves exceeds the number of such leaves available as determined by the Board, the selection shall be based on:
 - i. The estimated value of the plan to the individual and the system.
 - ii. The amount of seniority.
 - iii. The length of time since the last sabbatical leave.
- F. Applications requesting sabbatical leave should be in the office of the Superintendent by March 1st. The Superintendent's committee on sabbatical leaves will meet to consider all applications by March 15th. The Superintendent will submit applications to the Board for final approval during the regular May meeting.
- G. A teacher who receives a sabbatical leave shall agree to return to service with the Board for a period of two (2) years. The teacher who fails to return to the system upon completion of sabbatical leave shall refund the entire compensation paid during the leave, regardless of whether the teacher has been on leave for one or two semesters. The refund will be made during a period of time equal to that of the leave and immediately following the time of the leave.
- H. Upon completion of the sabbatical leave, the district will make every reasonable effort to return the teacher to that position which the teacher held prior to the leave; however, the teacher shall be subject to assignment of positions or duties for which the teacher is licensed and qualified.
- I. The teacher, upon return from sabbatical leave, shall make such reports as may be designated by the Superintendent.
- J. Applications for sabbatical leaves are available at the district office.

13. Military Leave for Training

- A. A teacher who is a member of a "reserve component", to include the National Guard and Air National Guard, will be granted military leave of absence upon approval by the superintendent of a formal written request. Official military orders shall be submitted with the military leave request to the superintendent prior to the leave being granted.
 - i. The teacher will be paid by the District for a period of up to ten (10) days an amount equal to the difference between the daily military compensation and the teacher's daily rate of pay.
 - ii. Additional days may be granted to the teacher upon approval of the superintendent.

- B. Active Duty - Teachers who are called to active duty in the military service qualify under the Soldier's Preference Law to be reinstated with accrued benefits.

14. BEA Leave

In the event that the BEA desires to send representatives to local, state or national conferences or to participate in other business pertinent to BEA affairs including teacher negotiations, the BEA representatives may be excused at district substitute expense for an aggregate number of days not to exceed ~~fourteen (14)~~nineteen (19) working days in any school term. A written request for leave must be submitted through the BEA president to the superintendent for approval at least five (5) days prior to the start of the leave and such leave shall not be granted if it is determined that it will impair the quality of classroom instruction. Failure to provide timely and appropriate notice will result in the BEA compensating the district for the cost of the substitute teacher(s) for the BEA leave within 30 days of the leave.

An additional five (5) days (aggregate) is accessible with BEA paying the cost of the substitute teacher and subject to the same requirements as outlined above.

15. Family and Medical Leave Act of 1993

The Board and the BEA agree that teachers are covered by the Family and Medical Leave Act of 1993. However, teachers will have the discretion to use the leave provisions of this article (Article XII) whenever the use of such leave provisions is applicable.

16. Education Association State or National Office

A teacher who has been elected to a state or a national association office shall be granted leave of absence with pay with the amount reimbursed by the State or National Education Association to serve in that office subject to the following limitations:

In no event shall a teacher be entitled to more than two (2) consecutive terms of office under this policy. During the first three (3) years only of such leave, the teacher shall advance ~~on the salary schedule~~in compensation and accumulate seniority as if the teacher had remained in the employ of the district.

A teacher granted leave under this policy may elect to continue in the District's insurance program. The teacher pays both the District and teacher shares of the premium.

Upon return to District employment the teacher shall be offered the same or comparable position for which she/he is qualified and certified. If the teacher rejects an offered position for which she/he is qualified, she/he surrenders all rights to employment.

All benefits, to which a teacher was entitled at the time her/his leave of absence commenced, shall be restored to her/him upon her/his return, including sick and personal leave accumulated up to the time the leave began.

17. Short Term Leave of Absence without Compensation

The Brookings School District 5-1 Board of Education may provide up to three (3) days leave without pay for unforeseen circumstances, upon prior approval of the Superintendent, if classroom substitutes are available. Leave without pay can be used to extend a vacation or holiday period, but not during the first or last week of the school year. Forms can be found on the district website.

18. Resignation/Liquidated Damages

A request for approval to terminate a contract must be submitted to the school board in writing.

A teacher who fails to complete the provisions of the contract, whether under continuing contract law or a written contract, will forfeit liquidated – damages in accordance with the following schedule:

Date Teacher executes contract <u>April 15th</u> -to May 31 st	\$ 500
June 1 st – June 30 th	\$1,000
July 1 st – July 31 st	\$1,500
August 1 st – end of school year	\$2,500

When damages are to be paid to the District by the Teacher, the teacher shall do so via a certified bank check for the appropriate amount when the resignation is submitted, the teacher shall be released from his/her position. The assessment of these liquidated damages shall be the sole remedy utilized by the district related to contract action.

The above liquidated damages shall not be assessed if the release is due to serious personal or family illness as defined by 29 CFR 825.113 under the Family and Medical Leave Act.

19. Job Abandonment

In the event an employee does not report to work for a period of three (3) consecutive work days without notice to his/her supervisor, the District will consider such action as a voluntary termination effective at the conclusion of the third consecutive day.

20. Public Service Leave

The district supports the opportunity of teachers to run for or be appointed to a public office. The teacher shall give a thirty (30) day written notice to the superintendent and the board of the teacher’s intention to run for public office or accept an appointment to public office. The board may or may not approve the request in its sole discretion. If approval is given by the board, it will be on such terms and conditions as the board may approve.

Article XIII
INSERVICE EDUCATION

- 1.** Alternative professional development may count toward the district's in-service requirement with five (5) day prior approval of the superintendent or the superintendent's designee.
- 2.** **BEA shall be allowed a minimum of two (2) one-hour sessions out of the allotted in-service days as mutually determined by BEA and the administration to train and inform its membership.**

Article XIV
TRAVEL REGULATIONS

Teachers shall be reimbursed for allowable travel expenses which had received proper previous authorization. Reimbursements will be as follow: In town – Federal Rate, out of town - State Rate.

These shall be paid from the proper school account when requested in proper form with the necessary receipts attached. The voucher requirements for state travel will be followed.

**Article XV
WORKDAY**

1. Length of Day

The arrival and departure times for teachers for the work day shall be as follows:

Level	Arrive	Depart
Elementary/ Intermediate	8:00 a.m.	4:00 p.m.
Middle School	8:00 a.m.	4:00 p.m.
High School	8:00 a.m.	4:00 p.m.
Instructional assistants	set by supervisor based upon student needs	
Nurses	set by supervisor based upon student needs	
Secretaries	set by supervisor based upon student needs	

For the purpose of district and building operations, including remote learning days, staff members may be assigned alternative hours of service to the work day in order to meet the needs of the district, said hours will not exceed 8 hours per day with the exception of scheduled parent/teacher conference days, which will be compensated as a student contact day in the school calendar. On days students are dismissed for "School Improvement Planning" as defined in the board adopted calendar, teachers' departure time is 4:00 p.m.

2. Arrival and Dismissal Time

On Fridays or on days preceding holidays or vacations, a teacher's workday shall end at the close of the pupil's day.

3. Lunch Periods

Teachers shall have a daily, uninterrupted, duty-free, lunch period at least as long as the student's lunch period, except for the elementary/intermediate school teachers shall have 45 minutes. Teachers may leave the building without permission during their scheduled duty-free lunch periods.

Teachers may, by agreement of the teacher and their supervisor, waive the 45 minute daily, uninterrupted, duty-free, lunch period and opt to serve as a lunch time supervisor at \$15. ~~The teacher shall be compensated based on the current hourly rate for the duration of the scheduled building level lunch period~~ while serving as a lunch time supervisor.

Classified staff and nurses will have a minimum of a 30 minute uninterrupted duty-free lunch period.

Classified staff and nurses, may, by agreement of the employee, and with their supervisors' approval, waive the daily uninterrupted duty-free lunch period and elect to work through lunch at their hourly rate of pay.

4. Inclement Weather – Certified Staff

In the event that school starts late due to inclement weather or an emergency situation, a teacher's workday hours shall reflect the same change as that of the students' day. In the event of an early dismissal, a teacher's workday shall end at the close of the pupil's day. In the event of either an early dismissal or a late start, the certified staff prep time may be modified by the building administrator to accommodate the needs of students.

- i. If a teacher had arranged ahead of time to take a leave day and school was cancelled for that day, that

leave day shall not be recorded as being used.

ii. If a teacher had called in sick before school was cancelled, that sick day shall not be charged as being used by that teacher.

5. Inclement Weather - Instructional assistants Classified Staff excluding business office administrative secretaries

In the event that school is dismissed early or starts late due to inclement weather or an emergency situation, instructional assistants, classified staff and nurses shall be allowed to make up time missed. In the event that school is dismissed early, classified staff may at the superintendent's discretion be allowed to leave thirty (30) minutes after the close of the pupils' day and be paid for a full day.

6. Preparation and/or Planning Time

Teacher preparation time is the time teachers are not assigned to teach or supervise students during the workday, excluding school improvement planning time, travel time between buildings, and the teacher's designated lunch break. Except in cases of emergency or inclement weather, Full-time equivalent (FTE) classroom teachers shall be provided a minimum of 290 minutes per week of preparation time. Teachers less than 1.0 FTE will receive preparation time based on a pro-rated basis. Weekly preparation time shall be based on a regular, 5 day week and shall be modified for short or modified work weeks. No segment of time less than 20 minutes will count toward planning time. Additional planning time may be granted at the discretion of the Superintendent.

7. Nursing Mothers

The Brookings School District will provide a reasonable break time for a teacher or classified employee to express breast milk for her nursing child each time such teacher or classified employee has need to express milk for one year after the child's birth. The frequency and length of breaks needed for each teacher or classified employee will vary.

The teacher or classified employee will engage in dialogue with her administrator to develop a plan for classroom coverage during this time. The Brookings School District and the administrator will support this mother in the development of a plan that will work for her, her students, and her infant.

Each school will provide a designated room, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by a teacher or classified employee to express breast milk.

8. Part-Time and Traveling Teacher Accommodations

The District will make accommodations in the schedule s of teachers whose assignments included travel from building to building within the district. All such teachers shall have prep time and duty free lunch time in accordance with the contract that is in addition to the allotted travel time between buildings. Part-time teachers and traveling teachers will be provided with a place to keep papers, books, and related educational supplies and materials at each of their work sites.

8-9. Teachers shall be compensated \$10 per 45 minute period when filling in as a substitute for another teacher.

Article XVI
CONTRACT DAYS

The teacher contract will be a total of 178 days with up to 174 student contact days and a minimum of four (4) in-service days to be determined by the School Board. Any reduction in days would mean a reduction in salary.

The classified employee work agreement will include the number of days as determined by the School Board.

Article XVII
MENTORSHIP

1. Definitions

A. *Mentored Teacher:*

The "mentored teacher" is a teacher who is new to the district or teacher who has been reassigned within the School District.

B. *Mentor: Teacher:*

A "mentor teacher" is a teacher who provides mentorship according to the article above. Mentoring may be conducted by an individual or may occur through a team mentorship.

2. Procedures

A. *Application:*

The "mentor" is a career teacher who has expressed interest in mentoring and/or been selected to engage in and conduct mentoring for the mentored teachers. Mentor teachers have demonstrated proficiency in research based instructional practices which may include a performance review, peer recommendations, professional experience, education attainment, or an action research curriculum developed project.

B. *Mentor Compensation and Training:*

The mentor teacher (or team) shall receive a stipend of \$500 per school year after fulfilling mentoring duties. If a team chooses to mentor a teacher, the team will split the \$500 stipend. Reassigned teacher mentors (or team) will receive a prorated stipend based on the length of mentorship. The mentor teacher will be required to participate in a mandatory mentor training. The mandatory training shall be included in the \$500 compensation for mentor services.

C. *New Teachers:*

A mentor teacher, upon mutual agreement between the mentor teacher and the building principal, shall be assigned to teachers new to the School District for a minimum of one school year and a maximum of two school years, such assignment made by the building principal and/or the Superintendent's designee.

D. *Reassigned teachers:*

A mentor teacher shall be assigned to the teacher for a minimum of one quarter of the school year and a maximum of one semester of the school year, such determination for a mentor assignment shall be made by the building principal and/or the Superintendent's designee. The assignment will be made consistent with the job responsibilities written for mentor teachers. The specific length of the mentorship may vary and will not terminate without the mutual consent of the mentor, the mentored teacher, and building principal.

Article XVIII
SALARY AND PAYROLL DEDUCTIONS

1. Salary Schedule

- A. A newly hired teacher with prior teaching experience shall be placed in the appropriate degree lane and on the step with the majority of previously employed teachers with the same number of years' teaching experience.

- B. To receive credit for prior service, such service must have taken place in an accredited public or private elementary or secondary school. Experience in a professional field related to the proposed district assignment may be credited provided such experience was directly related to the assignment. Experience at the university or college level may be credited, provided such experience was in the major or minor field of the newly hired teacher. If the teaching load was less than equivalent to a full time load in the Brookings District, such experience will be prorated accordingly. All prior service will be granted which meets the above conditions. This paragraph shall apply only to those teachers initially employed by the district after March 1, 1981 and shall not affect the placement of any teacher employed prior to that date.

A partial year of prior service granted, which is at least one full semester, shall correspond to a year of credited service step on a salary schedule regardless of percentage of FTE.

Prior to employment, written notification will be provided to a new teacher, indicating the number of years of experience credited to determine compensation and placement on salary schedule.

A teacher may request the superintendent to review the teacher's placement on the salary schedule, including a review of prior service granted. Any lane or step adjustment will be made effective with the current contract.

- C. The Board reserves the right to hire beyond the average of other district employees with similar education and experience outside the salary schedule if the position is within the teacher shortage areas as listed on the South Dakota Department of Education Federal Family Loan Program. In addition, the board may hire speech pathologists and career, technical education teachers and behavior technicians beyond the average outside of the salary schedule. However, prior to deviation, the Board must notify the BEA of the position and amount of deviation, as well as why it is necessary to go beyond the stated average outside the schedule.

C.i. For the 2021-2022 school year, due to the shortage of speech therapists, the district will give new and existing speech therapists an additional \$2,500 added to their base. This amount will continue to be part of their salary until their employment ends. This additional \$2,500 will continue to be added to new speech therapists base salary as they are hired.

- ~~D. The theory of annual increments in the salary schedule is that a teacher usually becomes more skillful with added years of experience. Increments are considered to be earned and will be granted automatically upon satisfactory completion of the current school year.~~

~~Teachers who have completed at least a full semester or equivalent days shall be considered to have fulfilled this requirement.~~

- E. Pursuant to SDCL 13-43-61 and 62 the school board may offer additional incentives to a new teacher who has signed or is about to sign a contract with the school district.

2. ~~Lane Change—Horizontal Growth~~**Educational Advancement**

Each educational advancement ~~on the salary schedule~~ shall be fifteen (15) hours of college graduate level course work in K-12 related educational fields. Educational advancement ~~on the salary schedule~~ shall be considered based upon the compensation of the other teacher similar educational attainment and years of experience. The attainment includes advancement for a master’s degree, a specialist’s degree, a second master’s degree, or other advanced certification from fully accredited university educational programs. Teacher advancement for additional educational attainment will be compensated at a rate of \$960 (BA to BA+15) and \$1185 (MA+15, MA+30, MA+45) for every 15 credits and \$2745 (MA) and \$1185 (Specialist) for a degree completion take as follows:

A. Master’s Degree

Brookings School District 5-1 certified teachers who are enrolled in an approved university education Master’s degree program shall be paid on the appropriate lane – BA+15 per the Master Agreement for all course work approved by the university towards the Master’s degree program. The Master’s degree program shall be validated in writing from the university and submitted to the Superintendent’s office on or before June 1st on the specified form. Teachers will be notified of approval of an educational advancement no later than forty-five (45) days after submission. The Master’s degree is acceptable from all/any accredited university educational programs.

B. Specialist’s Degree/Second Master’s Degree

Brookings School District 5-1 certified teachers who are enrolled in an approved university educational specialist’s degree program shall be paid on the appropriate lanes MA+15, MA+30, MA+45 per the Master Agreement for all course work approved by the university toward the Specialist’s degree program. The above program shall be validated in writing from the university and submitted to the Superintendent’s office on or before June 1st on the specified form. Teacher will be notified of an educational advancement no later than forty-five (45) days after submission. The Specialist’s Degree is acceptable from all/any accredited university educational programs.

C. ~~Certificate Renewal~~Non-Degree Seeking

Teachers who are not working toward an approved Master’s program and teachers who have completed their Master’s program must comply with the following:

- i. Each educational advancement ~~in compensation on the salary schedule~~ shall be fifteen (15) hours of college graduate level course work in K-12 related educational fields.
- ii.—The hours toward educational advancement ~~in compensation on the salary schedule~~ should enhance the teacher’s current or potential future assignment. ~~Beginning with the school year 2015-2016 all courses must receive advance approval of the superintendent.~~ The hours or credits must relate to the teacher’s competency in what to teach, how to teach or how to more effectively fill the role of a teacher. ~~This subparagraph (ii) does not apply to any school mandated courses. Some examples may include (but not limited to):~~
 - a.—~~Courses related to the teacher’s assigned area of teaching, or endorsed area. An endorsed area shall be any area listed on a teacher’s teaching certificate.~~

~~b. Courses related to classroom management, teaching methods, study of the profession or functions of teaching, etc.~~

~~c. Courses in guidance and counseling, which shall include courses beneficial to teachers working with students in the classroom.~~

~~d. Courses designed to help the teacher with instructional strategies for meeting the needs of special populations of students. (Special Education, Gifted, Chapter, Multi-cultural, ESL, etc.)~~

~~e. Courses required by the state, school district, or school accrediting agencies.~~

~~f.ii. Courses in computer technology designed to assist in the delivery of the curriculum.~~

D. Evidence of credit hours earned for the purpose of salary advancement ~~advancing from one lane of the salary schedule to another~~ must be submitted to the Superintendent five (5) working days prior to the September board meeting by September 1st of the current school year.

E. The hiring schedules for teacher assistants, behavior technicians, nurses, and secretarial hourly staff can be found ~~salary schedules for 2020-2021 appear in Appendix A for teachers and in Appendix B for instructional assistants.~~

3. National Board Certification

Teachers or counselors who earn National Board Certification will be paid \$1000 per year for a period of ten (10) years following the district's notification of eligibility from the South Dakota Department of Education as long as the Department of Education continues to offer a matching payment pursuant to SDCL 13-42-26 and SDCL 13-1-54 or other laws applicable thereto.

4. Salary Payments

Teachers shall receive payment on the 21st day of the month or the last weekday preceding the 21st, if the 21st falls on a weekend or a federal holiday. Salary payments shall be monthly in twelve (12) equal installments or monthly (September through May) in nine (9) equal installments at the teacher's option. The annual notice must be filed with the business office not later than August 1st.

5. Payroll Deductions

F. Dues Deductions – The Board shall deduct equal installments from each teacher's paycheck the current due of the BEA, provided that the Board has a teacher-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the BEA. The authorization form shall be furnished by the BEA. The authorization shall remain in effect from year to year, except that the employee may revoke it in writing. Such revocation shall be on a form provided by the BEA and received by the Business Office through the BEA between and including the first and tenth working days.

G. If a teacher resigns, the Board shall deduct the unpaid portion of the annual dues from the teacher's final paycheck. All dues deducted by the Board shall be remitted to the BEA together with a roster of said deductions within one week after such deductions are made. Remitting of dues shall be by deposit to the BEA's bank account.

IRS Section 125 (Cafeteria Plan) is available to all employees for insurance, child care, and un-reimbursed medical expenses, with guidelines as established by the Section 125 provider.

- H. The Board will make other payroll deductions as requested by a teacher including but not limited to, tax sheltered annuities (TSA), United Fund, cancer care premiums, intensive care premiums, and long term disability insurance premiums provided such deductions are constant and equal throughout the salary payment period selected by the teacher under Section 4 above. New company accounts for TSA payroll deduction purposes shall require the participation of a minimum of four district employees. Deductions will be made only if the teacher provides a written request that such deductions be made and such notice is received by the Business Office. Deductions will be made in the next available payroll.

The Board reserves the right to restrict the number of deductions made for each teacher on the basis of available storage space within the computerized accounting/payroll system.

Article XIX
EXTRA DUTY PAY

1. The Extra Duty Salary Schedule appears in Appendix C.

- A. Extra duty salaries will increase by 2.4% for the ~~20210~~-~~20221~~ school year.
- B. The salary for experience lane one of assignments II through XVIII is computed by multiplying the salary for assignment I experience lane one by the corresponding assignment factor.

C. Experience lanes on the extra duty schedule:

lane one	1-4 years (counting contract year)
lane two	5-7 years (counting contract year)
lane three	8-10 years (counting contract year)
lane four	11-13 years (counting contract year)
lane five	14 -16 years (counting contract year)
lane six	17 or more years (counting contract year)

D. Experience Lane Factors are:

lane two 1.2 of lane one,
lane three 1.4 of lane one,
lane four 1.6 of lane one,
lane five 1.8 of lane one, and
lane six 2.0 of lane one

- E. For all staff employed in an activity that occurred in and prior to the conclusion of 2019-2020 school year, lanes should be recognized at the same experience level regardless of the specific activity or function. However, all new and existing staff hired for an activity occurring following the 2019-2020 school year, compensation shall be determined on a activity by activity basis based on experience within the specific or closely related activity or extra duty function as determined by the Superintendent or Superintendent's designee.
- F. Positions may be added to the extra duty salary schedule by Board of Education approval. Typically, Board approval will follow a recommendation for additional extra duty staff, submitted by either the superintendent or designee~~building principal or the director of student activities~~.
- G. Positions may be deleted from the extra duty salary schedule by Board of Education approval. Deletions will be recommended by either the superintendent or designee~~building principal or director of student activities~~.
- H. Instructional assistants who have an extra duty assignment shall be paid a base hourly rate specific to each extra duty. The hourly rate shall be tracked through the use of a timesheet. Payment will occur subsequent to timesheet submittal. As per federal law, hours worked in excess of forty hours per week will be paid at an hourly rate of time and one half. Effective July 1, 2016, all instructional

assistants who have an extra duty assignment shall be paid the same hourly rate as their teacher assistant duties. This provision does not apply to any instructional assistants on staff and holding a teaching assistant position and an extra duty position as defined in this article as of June 30, 2016.

- I. Extra duty compensation should be reviewed through the negotiations process no more often than three (3) year intervals. Specific positions may be reviewed if variables such as length of season, number of contests, or responsibilities are substantially changed as result of either administrative or South Dakota High School Activities Association (SDHSAA) action. Requests for review of extra duty compensation must be submitted to the director of student activities and adhere to the timeline and criteria provided in the Process for Changes on the Extra Duty Schedule contained in Appendix K in order to be considered for the next school year. Administrative recommendations to upgrade or downgrade the salary of a specific position will be based on the criteria provided in the Process for Changes on the Extra Duty Schedule and must be approved by the Board of Education.
- J. Although the extra duty assignment is a part of the teacher's contract, the teacher may elect to be compensated using either of the following modes of payment:
 - i. Extra duty pay shall be equally divided over the nine (9) or twelve (12) month pay option and included in the regular paycheck.
 - ii. Extra duty pay shall be paid in a lump sum payment on the regular June payday.
- K. The teacher shall be responsible for notifying the Business Office concerning this election no later than five (5) days following the first workday of the contract year or the extra duty pay will be paid according to the mode for that teacher the previous year.

2. Activities Supervision

No teacher shall be required to supervise activities paid at an hourly wage rate (i.e., ticket selling, noon duty, etc.), however, they shall be provided with the opportunity to do so the same as any other prospective employee. In such situations, they shall be paid at the approved miscellaneous pay rate set each July.

3. Number of People

Two people may help special education students prepare for and participate in Special Olympic activities. A line item shall be established in the special education budget for this purpose. The amount shall be paid in accordance with factor VIII on the extra duty pay schedule.

**Article XX
INSURANCE**

1. Coverage Upon Early Retirement

Any certified staff member, eligible to receive benefits, employed by the Brookings School District for at least fifteen (15) years, and who has attained the age of 55 by June 30th of the retirement year and chooses to retire, or who has served the Brookings School District in an eligible status for at least twenty (20) years, and due to doctor certified illness, which prohibits them from continued employment with the Brookings District, shall have the option to remain on the district's major medical health insurance policy at the group rate provided he/she is not later employed by an organization that provides health insurance coverage for its employees. This person, his/her spouse, and dependents may remain on the policy at the group rate until he/she attains the age that qualifies for Medicare benefits unless such an option is not permitted by the school's health insurance carrier. Application for the option to retain the insurance must be made by the date of termination.

A retiree who has met the above requirements and who remains on the insurance as the spouse of another district employee who is receiving the district contribution toward the premium shall be considered to have exercised the option to retain the insurance unless such an option is not permitted by the school's health insurance carrier. In the event the retiree finds that a qualifying life event will make coverage unavailable to them under this option, the retiree shall have the option to retain the district insurance within the parameters set out in the paragraph above, with the exception that the retiree shall have thirty (30) days from the qualifying event to make application for the option to retain insurance.

The retired person shall assume responsibility for the entire premium and administrative costs due after retirement, and all payments must be made before the due date specified by the school district. The District shall assume no liability for policy cancellation due to late payment.

2. Group Medical Insurance Plan

The Board has an agreement with an insurance company to provide major medical insurance for eligible teachers and their dependents. The school district contributes toward the teacher's cost of this program on a prorated basis according to the plan elected by the teacher (single, employee/spouse, employee/child(ren), or family). The following district contribution is based on hours worked weekly; and if the employee and employee spouse participates in a yearly physical examination by October 1st.

20-27 hours=37.5% of the premium
28-40 hours=75% of the premium

If an employee and/or employee spouse chooses **not** to participate in a yearly physical examination by October 1st, the district contribution is based on hours worked weekly and a reduced district contribution:

20-27 hours=27.5% of the premium
28-40 hours=65% of the premium

If the employee chooses **not** to participate by October 1st, the premiums paid will be adjusted back to the higher rate.

A health insurance committee comprised of three (3) members, two (2) Board members, one (1) classified staff member, the superintendent, the business manager, and the administrative health benefits secretary

(nine (9) total members), will review, research, and recommend a group medical insurance plan to the Board.

This insurance program is optional. Teachers not participating will not receive pay in lieu of non-participation in the plan.

3. Term Life Insurance

A term life insurance program is available to all full-time employees of the school system. The total premium for the term life insurance will be borne by the district. The actual cost will depend on the number of enrollees and the individual policy amount.

4. Dental Insurance

The Board shall provide, for teachers and dependents, dental insurance with a company agreed to by the Board and BEA. The Board shall pay seventy-five percent (75%) of the premium for such coverage for those teachers and their dependents, who elect to participate in the plan.

5. If the district is unable to provide group insurance coverage, the Board shall furnish insurance census and cost data for the group of current teachers, and pay the existing percentage of the contribution of each teacher participating in the alternative plan as requested by any teacher.

Article XXI
MISCELLANEOUS PROVISIONS

1. Effect of Master Contract

This contract shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and by signed amendment to this contract or at the conclusion of the negotiation process, impasse or fact-finding procedure. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms of this or subsequent agreement to be executed by the parties. If an individual contract contains any language inconsistent with this contract, this contract shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

2. Severability

If any provision of this contract or any application of the agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law. But all other provisions or applications shall continue in full force and effect. In that event, the parties to this contract shall meet immediately and negotiate a substitute provision.

3. Number of Copies

Two copies of this contract titled "Master Contract Between the Brookings School District No. 5-1 and the BEA" shall be printed at the expense of the Board, signed by the legal representatives of both parties, and a copy retained by each party.

Article XXII
DURATION

The provisions of this contract shall be effective as of the first day of July, 202~~0~~1 and shall continue and remain in full force and effect as binding on the parties until the last day of June, 202~~1~~2. If a new and substitute contract has not been duly entered into prior to July 1, 202~~1~~2, the terms of this contract shall remain in full force and effect until such substitute agreement is adopted by the Board of Education.

DOCUMENT AUTHORIZATION

In witness whereof the parties hereto caused this Master Contract to be signed by their respective legal representatives.

FOR THE BEA

FOR THE BOARD

Date_____

Date_____