

AGREEMENT BETWEEN

MADISON CENTRAL SCHOOL DISTRICT 39-2

BOARD OF EDUCATION

AND

MADISON EDUCATION ASSOCIATION

FOR

2021-2022

&

2022-2023

**Article 1: Purpose/Preamble and Signature Page:**

**AGREEMENT**

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties during the effective dates of this agreement. Should an article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The purpose of this contract is to define the terms and conditions of employment reached through collective bargaining between the Madison Central School District and the collective bargaining agent of the teachers who are employed in the district.

**Article II: Recognition of Exclusive Representation**

Pursuant to SDCL 3-18, the Board of Education of Madison Central School District, Lake County, South Dakota, hereinafter referred to as the “Board”, recognizes the Madison Education Association (MEA), an affiliate of the South Dakota Education Association (SDEA) and the National Education Association (NEA), hereinafter referred to as the “Association”, as the sole and exclusive representative for all certified, non-administrative employees of the Board. This Agreement is in effect for the current contracted year.

Effective dates of this amended agreement are from and including September 1, 2021 to and including August 31, 2023.

This agreement signed the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

In witness thereof:

For the Madison Education Association:

For the Madison Central Board of Education:

\_\_\_\_\_  
President, Madison Education Association

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Chief Negotiator, Madison Education

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

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### **Article III Definitions**

"Agreement" means this contract between the Madison School District and the Madison Education Association.

"Association" means the Madison Education Association (MEA).

"Board" means the Board of Madison School District.

"Certificated personnel" means individuals certificated and regularly employed in a professional capacity by the Board.

"Consultant" means a resource person qualified by training and experience to advise on problems being considered by the parties. Said consultant may or may not be an employee of the Board and may be called upon by either party. Consulting Services: providing service to an organization for a fee in order to help them solve a particular problem.

"Superintendent" means Superintendent of the Madison School District or, where applicable, his/her designee.

"Teacher" means all employees represented by the Association in the bargaining unit.

(FOR INFORMATION ONLY)

## Article IV

### MADISON CENTRAL SCHOOL DISTRICT #39-2

2021-2022 & 2022-2023

#### Hiring Guide

Base salary: 2021-2022 \$44,000.00

Base Salary: 2022-2023 \$45,000.00

**2021-2022:** The salary of returning staff will increase \$ 1,000.00 & .90%

**2022-2023:** The salary of returning staff will increase \$ 1,000.00 & .90%

Education adjustment:

Bachelor's plus 15 credit hours	\$1,200
Bachelor's plus 30 credit hours	\$2,400
Master's	\$5,200
Master's plus 15 credit hours	\$5,950
Master's plus 30 credit hours	\$6,700
Master's plus 45 credit hours	\$7,450
Master's plus 60 credit hours	\$8,200

The maximum spread shall not exceed \$25,000 from base to maximum salary.

Salary and base will be negotiated the year in which the contract ends. Any raise to base will be applied to all employees on the Salary System (Hiring Guide).

Reference: (Board Policy HA-F2 Reopen Clause)

## Article V

## CO-CURRICULAR SCHEDULE AND PAY

	<u>Lane</u>	<u>Lane</u>	<u>Lane</u>	<u>Step</u>		<u>Lane</u>	<u>Lane</u>	<u>Lane</u>	<u>Step</u>
<u>LEVEL I</u>	<u>0-4</u>	<u>5-9</u>	<u>10+</u>	<u>3.5%</u>	<u>LEVEL IV</u>	<u>0-4</u>	<u>5-9</u>	<u>10+</u>	<u>3.5%</u>
Head V Football	\$4,700	\$4,865	\$5,029	\$165	Ath Technology Coord.	\$1,718	\$1,778	\$1,838	\$60
Head V Basketball	\$4,700	\$4,865	\$5,029		MS Basketball	\$1,718	\$1,778	\$1,838	
Head V Wrestling	\$4,700	\$4,865	\$5,029		MS Wrestling	\$1,718	\$1,778	\$1,838	
Head V Gymnastics	\$4,700	\$4,865	\$5,029		MS Volleyball	\$1,718	\$1,778	\$1,838	
Head V Volleyball	\$4,700	\$4,865	\$5,029		MS Football	\$1,718	\$1,778	\$1,838	
Head V Track	\$4,700	\$4,865	\$5,029		MS Track	\$1,718	\$1,778	\$1,838	
Band Activities HS	\$4,700	\$4,865	\$5,029		MS Gymnastics	\$1,718	\$1,778	\$1,838	
					F.F.A.(per Advisor 2 max)	\$1,718	\$1,778	\$1,838	
					One Act Play Asst.	\$1,718	\$1,778	\$1,838	
					Student Congress	\$1,718	\$1,778	\$1,838	
					F.B.L.A.	\$1,718	\$1,778	\$1,838	
					Cheerleader Advisor (Per Sport)	\$1,718	\$1,778	\$1,838	
					Declam Asst.	\$1,718	\$1,778	\$1,838	
					MS Student Council Advisor	\$1,718	\$1,778	\$1,838	
					Pro Start	\$1,718	\$1,778	\$1,838	
					FCCLA	\$1,718	\$1,778	\$1,838	
					MS Tennis	\$1,718	\$1,778	\$1,838	
					MS Golf	\$1,718	\$1,778	\$1,838	
					MS Cross Country	\$1,718	\$1,778	\$1,838	
					PCMA Coordinator	\$1,718	\$1,778	\$1,838	
					Asst. Debate	\$1,718	\$1,778	\$1,838	
					Educators Rising	\$1,718	\$1,778	\$1,838	
						<u>Lane</u>	<u>Lane</u>	<u>Lane</u>	<u>Step</u>
						<u>0-4</u>	<u>5-9</u>	<u>10+</u>	<u>3.5%</u>
					<u>LEVEL V</u>				
					MS Declam	\$1,261	\$1,305	\$1,349	\$44
					Vocal Music - Elem.	\$1,261	\$1,305	\$1,349	
					Vocal Music - MS	\$1,261	\$1,305	\$1,349	
					Band - MS	\$1,261	\$1,305	\$1,349	
					Quiz Bowl	\$1,261	\$1,305	\$1,349	
						<u>Lane</u>	<u>Lane</u>	<u>Lane</u>	<u>Step</u>
						<u>0-4</u>	<u>5-9</u>	<u>10+</u>	<u>3.5%</u>
					<u>LEVEL VI</u>				
					NHS	\$552	\$571	\$591	\$19
					Coronation/Talent Show	\$552	\$571	\$591	
					Band - Elementary	\$552	\$571	\$591	
					MS Quiz Bowl	\$552	\$571	\$591	
						<u>Lane</u>	<u>Lane</u>	<u>Lane</u>	<u>Step</u>
						<u>0-4</u>	<u>5-9</u>	<u>10+</u>	<u>3.5%</u>
					<u>LEVEL VII</u>				
					ACT Review	\$303	\$314	\$324	\$11
					<b>The number of coaching or advisor positions will be recommended by the Activities Director upon review of the number of participants. (4/19)</b>				

Experience will be accepted for equal or higher position in same event. Example: Only Head Coach experience will count for a Head Coach position in the same activity. Example: All coaching experience in a higher level will count towards a lower level coaching in same activity. The school board reserves the right to add a stipend for a new position if needed. Spring Musicals require pre-approval.

If an individual with a co-curricular or pay-for-extra-duties position misses practice/coaching/extra duty

responsibilities for a period of 14 consecutive days, they will be placed on leave without pay for the co-curricular or pay-for-extra-duties position for the time missed. The individual will be compensated proportionately for the period during which they are able to perform their duties. If possible, a replacement will be hired for the period the individual is on leave without pay. The replacement will receive a rate of pay to be determined by the Activities Director, but at no higher rate than the individual they are replacing.

## Article VI

## PAY FOR EXTRA DUTIES

INSTRUCTOR - Driver Education behind the wheel - - - - - \$21.00 per hour

INSTRUCTOR - Driver Education classroom base \$25 per hour (current \$30 per hour)

GUIDANCE COUNSELOR (SUMMER) -- daily rate of regular teaching salary, based on an 8-hour day.

VOCATIONAL AGRICULTURE (SUMMER) – daily rate of regular teaching salary, based on an 8-hour day.

TUTORS FOR INDIVIDUAL STUDENTS - - - - - \$20.00 (hr)

ACADEMIC TRAINING (SUMMER OR EXTRA DUTY) \*- - - - - \$20.00 (hr)

CURRICULUM DEVELOPMENT (SUMMER OR EXTRA DUTY)\* - - - - - \$20.00 (hr)

SUMMER SCHOOL TEACHING TO BE PAID AT TEACHER’S DAILY RATE (NOT INCLUDING DRIVERS EDUCATION)

PAY FOR TEACHING DURING PLANNING TIME BASED ON \$20.00 PER HOUR.

PAY FOR IEP MEETINGS OUTSIDE OF THE WORKDAY- - - - - \$20.00 (hr.)

CONCURRENT COURSE PAY- - - - - \$100 per semester, per course

SUMMER PAY WILL BE COMPUTED ON THE BASIS OF THE MOST CURRENT NEGOTIATED AGREEMENT.

PAY FOR ASSIGNED WORKERS AT DISTRICT REGISTRATION.....Daily Certified Substitute Rate Per Day  
(4/19)

Incentive to become National Board Certified: \$1,000.00 per year for as long as the teacher remains employed by Madison Central as a certified teacher in addition to the state mandated incentive. **This incentive ended with the 2013-14 school term. Employees who currently have this certification must maintain it in order to continue receiving this stipend.**

\* When pre-approved and funded.

## **Article VII Working Day**

- 3.09 Length of Minimum Working Day for Certified Personnel  
(certified personnel defined as teachers, counselors, librarians and speech therapists)
- A. Elementary –7:45 am to 3:45 pm
  - B. Middle School - 7:45 am to 3:45 pm
  - C. High School - 7:45 am to 3:45 pm
  - D. Workday for the last day of the week or day prior to a holiday - 7:45am to 3:30 pm. Leave taken on the same day is deducted for a full eight hour contract day for tracking and computing simplicity.
  - E. This does not include time needed for special activities.
  - F. In the event of early dismissal due to weather or other emergency, certified personnel will remain on the school premises until the buses have departed.
  - G. Departure from items (A-F) is at the discretion of the building administrator.
- 3.10 Absences During Working Day for Certified Personnel
- A. A Leave Request form must be submitted for all absences during the working day other than during the lunch break.
  - B. Deductions for sick leave and personal absences to be the daily rate based on teaching salary schedule only or one part of the total contracted teaching days (hourly rate).
  - C. Superintendent to rule on leave questions.
  - D. The superintendent may call upon personnel to represent the school district at meetings or workshops at his discretion.

## **Article VIII Educational Requirements**

- 3.11 Certificated Personnel - Educational Requirement
- A. All teachers shall have the necessary qualifications to meet the requirements set up by the Department of Education and all criteria for being “highly qualified” as specified in federal legislation and assumes responsibility for all requirements and associated costs for meeting state and federal certification requirements. (Except when District Requests).
- 3.11.1 Professional Development
- A staff member attending professional development paid for by the district or during a contact day is expected to present the information to other district staff.

## **Article IX Employment Practices**

- 3.12 Hiring Schedule for Certified Personnel
- The hiring guide is not a contract between the board and teachers but is to be used as guide to determine salaries. The schedule adopted each spring is to be the guide for the following year.
- The school board reserves the right to deviate from the salary schedule when circumstances warrant this decision.



- A. All credit above a Bachelors Degree must be graduate credit.
- B. A teacher must submit an “Educational Adjustment Form” to the District Office and provide evidence of an Educational Adjustment (transcript, grade slip or letter from university or instructor) on or before November 1st of the current contract year to receive the full amount of the Educational Adjustment. Requests received after November 1st of the current contract year will be granted for the start of the following contract year.

- A. The hiring guide shall be in effect through one school year and thereafter it shall be changed as conditions warrant.
- B. The school day assignment shall consist of a minimum of eight hours of regular school assignments and of such other activities and duties as the principals and superintendent may consider necessary for normal school welfare of the school system and community. All teachers are expected to perform duties and auxiliary assignments without additional compensation during the 181 contracted days. (4/19)  
One day of the contract is to include a “Professional Practice” day. All “Professional Practice” days shall be pre-approved by the building principal. A Professional Practice day, used to fulfill the requirement of the set number of contract days for certified staff may include but are not limited to the following:
  1. Leadership development opportunities and trainings
  2. Curriculum work required due to change in teaching assignment and/or grade level
  3. Professional development in your curricular area
  4. Professional development opportunities that qualify and provide an outside stipend or reimbursement are acceptable
  5. All Professional Practice days will take place outside of a contracted school day
  6. A full day workshop or training, university class or educationally related event in your subject area or in an area your principal feels will be of benefit to you and your students
  7. Professional Practice days will be completed any time after the last day of the school year and prior to June 15<sup>th</sup> of the end of the school year (Timeframe may be extended with Superintendent approval)
  8. Professional Practice days may take place during the school year on days where school is not scheduled and on weekends.
  9. Professional Practice days need to be filled out in advance on the district Professional Practice Day Form.
- C. Years of teaching experience shall be nothing less than the regular school term of nine months. Half-years do not count. However, two half-years constitute one year. Teaching experience means actual experience in an approved system.
- D. Outside experience may be credited from an evaluation of training and experience, such an evaluation to be made by the school administration. Incoming teachers will be placed on probation for a minimum of three years.

- E. Madison Central School District adheres to South Dakota Department of Education current evaluation model for certified staff.
- F. Pay for coverage of noon hour recess at same rate as covered in the classified agreement rate for noon hour recess (Playground Aide rate).
- G. Madison Central School District will communicate with certified staff during student teacher placement process. There shall be communication and agreement on between the teacher and the administrator before a student teacher is assigned. A teacher with just cause will have the right to decline a student teacher.
- H. Any certified employee who informs the superintendent's office by the close of business prior to the first Monday in February, with a letter of resignation to be acted upon at the next board meeting with resignation effective at the conclusion of the school year, will be entitled to an incentive payment. Any certified employee in year one through nine of consecutive years of service will be eligible for a \$300 payment. Any certified employee who is in or beyond year ten of consecutive years of service will be eligible for a \$1,000 payment. Payment will take place prior to the end of the school year. All regular deductions shall apply to this payment. If the district has previously started a procedure for non-renewal, the incentive payment is not available.
- I. The Madison Central School District will offer a onetime signing bonus of \$500 to newly hired teachers to the School District. This payment will take place by the September payroll. If for any reason the teacher terminates employment prior to completing one full school year, the teacher is responsible to refund the full amount of the stipend back to the Madison Central School District. (4/19)
- J. In order to help provide guidance and assistance to new teaching staff, a mentor program may be used to offer assistance.
  - 1. This mentor program may be used when a newly hired member of the teaching staff does not meet the requirements of the state mentor program.
  - 2. The Building Principal will work with newly hired members of the teaching staff to set up a mentor teacher when applicable.
  - 3. The mentor teacher, upon mutual agreement between the mentor teacher and the building principal, shall be assigned to a newly hired teacher to the school district, such assignment will be made by the building principal and/or the Superintendent's designee.
  - 4. Mentor meetings will take place on school grounds unless pre-approved with the building principal for an alternative location.
  - 5. The mentor and the new teacher will meet on a weekly basis when possible during the first nine weeks of school for a minimum of 7 hours.
  - 6. The mentor and the new teacher will meet for a minimum of 5 hours during the second nine weeks of school.
  - 7. The mentor and the new teacher will meet as needed during the second semester of the school year.
  - 8. The mentoring program has a maximum of 25 hours total for the school year.
  - 9. The mentor will receive a stipend of \$20 per hour. (Maximum of \$500)
  - 10. Each mentor is required to keep a data sheet (Mentor Program Form) of meeting dates and times to verify meeting the set requirements set forth in the Madison Central School District Teacher Mentor Program.

11. The mentor will be responsible to turn in a completed Mentor Program Form to the Business Office after April 1<sup>st</sup> and prior to May 31<sup>st</sup> of the current school year

- K. Certified staff will receive one complimentary single activity pass at the beginning of the school year.
- L. Teachers will have the option to receive compensation for an additional 4 hours of work time at the district facilities. Work time to take place prior to the start of the school year calendar or at the conclusion of the school year calendar and will be paid at a rate of \$20 per hour, maximum of 4 hours per contract year. Work time to be conducted in a minimum of 2-hour increments with times and dates to be pre-approved by building principals.

### 3.15 Certified Personnel - Definition of Rate of Pay

To figure rate of pay per day: Determine contracted teaching salary divided by contract days to determine rate of pay per day.

To figure rate of pay per hour: Divide rate of pay per day by eight hours.

#### 3.15.1 Payroll Deduction

Any employee who makes proper application for payroll deduction under the direction of the school board may have the deduction of MEA, SDEA, and NEA dues deducted from their salaries beginning September 1. Such authorization by the board and the teachers shall deduct 1/11 (or 1/9) of such dues from each of the twelve monthly checks beginning with the September check and ending with the July check each year. The Association at their expense shall provide all necessary reports to the local MEA, to the state and national associations. The school board agrees to promptly disperse each month the total sum of the payroll deduction in one check payable to the local association with no listing of personnel or other additional required reports. This service authorized to the employees shall not constitute any inconvenience nor additional expense to the school district other than accepting the authorization from the employee to make the deduction and a payment monthly of one check to the local association for all of the dues that have been deducted for that month. No deductions shall be granted after September 1 nor shall any employee be allowed to change the amount of the deduction after the 1/12 (or 1/9) is authorized by the employee. If the number of monthly checks per contract year differs from the above statements, the policy will be prorated accordingly.

### 3.16 Certified Personnel - Nine/Twelve Pay Option

Teachers shall have the option of being paid on a nine or twelve month basis. In accordance with section 409A of the IRS tax code, teachers will have an irrevocable election statement included in their contract whereby they will indicate their payment option.

#### 3.16.1 Participation in the 403(b) Tax Deferred Plan Program

Any employee is eligible to participate in the district's 403(b) tax deferred plan program.

## **Article X Travel Policy**

### **3.17 Travel Policy**

- A. A Transportation Request form must be submitted to the building principal and business manager for approval prior to authorized travel.
- B. Authorized Rates for Travel  
Current state rates will be used to determine meal allowances for both in-state and out-of-state travel. Lodging will be paid or reimbursed at actual cost. The cost of additional guests or premium rooms will be paid by the employee.
- C. Reservations for lodging shall be made through the superintendent's administrative assistant unless otherwise authorized. Lodging will be paid by the district when a staff member is required by the district to attend an event that necessitates an overnight stay and the lodging cost is not reimbursed by another source. Reimbursement or payment will be made on the basis of the cost of a single room or a proportional share of the total cost of a regular room, whichever is less. Lodging shall be requested to be direct billed to the school district if the entire bill qualifies as tax exempt, meaning only students or employees of a tax exempt entity are staying in the room. A tax exempt form must be requested from the business office and presented at registration. Receipts for lodging that cannot be direct billed **MUST** be turned in with a signed claim for reimbursement for an amount in accordance with the above policy. The district is not responsible for taxes applied as a result of non-exempt persons staying in the room.
- D. Meal allowance is paid for overnight travel only. Meal allowance will not be paid in instances where employees have their meal provided or included with meeting registration.

Meal allowance will be provided based on the following: (The following rates are provided as a reference at time of negotiated agreement; however, when state rates change new updated rates will be used.)

		Leave Before	Return After
Breakfast	\$ 6.00	5:31 am	7:59 am
Lunch	\$14.00	11:31 am	12:59 pm
Dinner	\$20.00	5:31 pm	7:59 pm

- E. Travel by private vehicle will be reimbursed at the standard state rate only if a school vehicle was requested and no school vehicle was available, or upon prior approval of the business office when circumstances make it more practical. A copy of the Transportation Request form indicating such must be attached to the voucher for reimbursement at the standard rate. Otherwise reimbursement will be at 23 cents per mile. If fuel will need to be purchased while using a school vehicle, a fuel charge card should be requested from the business office.

## **Article XI Multiple Building Assignment; Student Teacher; Consulting Services**

### **3.17.1 Travel Multi Building Assignment**

Teachers will be reimbursed \$1.00 per building assignment per day after initial travel arrival; payable at the end of each semester. Request must be turned in on a signed voucher.

3.18 Cooperating Teachers

Reimbursement for supervision and administration of student teachers or other individuals placed in the district to observe, receive mentorship, or provide instruction will be compliant with the district's agreement with the sponsoring postsecondary education institution.

3.19 Consulting Services

An employee who receives compensation or stipend for services provided on a contract day shall turn over the payment to the business office or take personal leave or leave without pay for the period of contract time they are absent to provide the services. The school district shall be reimbursed for any space, equipment, personnel, materials, or copies used to provide the services. Final approval and decisions to be made by administration after consulting with instructor and principal concerned.

**Article XII Leaves**

3.20 Sick Leave for Certified Personnel

Ten (10) days sick leave will be granted per year.

This plan is intended to alleviate the financial strain when a teacher is confronted with a personal illness, it being expected that no teacher will take advantage of the liberal provisions.

It is understood that the school board is under no legal obligation under this plan, it being strictly gratuitous, with the school board reserving the right to cancel or revise any provisions of said plan.

Sick leave may be used for the employee's illness or medical appointments except as specified in 3.22. The superintendent and/or principal reserves the right to ask the employee to furnish satisfactory evidence in the form of a doctor's statement. Pregnancy/maternity leave is treated as sick leave. (4/19)

Deductions to be same as listed under item number 3.10.

3.21 Accumulative Sick Leave for Certified Personnel unused sick leave may accumulate without limit.

3.21.2 Sick Leave Bank

A voluntary sick leave bank is available for District certified personnel employed in a certified position working a minimum of half time and at least 6 months a year under the following conditions and provisions and is retroactive to 8-21-01:

- A. Each participating certified employee shall contribute one day of his/her sick leave per year for the first three years of participation and one-half day per year for each successive year to the bank. The deadline for sick leave bank enrollment shall be on September 15 of each year. Eligible certified employees declining to become participants in the bank in any given year, shall be eligible for participation later once they become a contributing member. Once you have enrolled in the sick leave bank, you will remain an active member with automatic

deductions made from your sick leave account each year unless you request in writing to the business office to be dropped from the bank.

- B. This pool is for the protection of individual certified employees during his/her long-term extended illness or disability, or during immediate family (as defined in 3.22) extended illness or disability. Use of the sick leave bank may only occur after a member has depleted all of their available sick leave. At that time a member may begin to draw up to a maximum of 30 days within one contract year from the bank. First year employees are limited to 15 days within one contract year. The sick leave bank may not be used for maternity leave.
- C. Administration of the bank will be handled by the business office. All requests or use of the bank must be submitted in writing via the sick leave bank form to the superintendent for approval and must be supported by a written statement from the certified employee's personal physician. An advisory committee of three (3) certified pool members shall review appeals to see if they are administered according to handbook specifications. Advisory committee would have the authority to overturn the appealed decision. The absence for which pool days are requested must be of such a nature that absence from duties is unavoidable and is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of pool days.
- D. Persons withdrawing days from the bank are not required to replace these days except as a regular contributing member in the bank. A person resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required shall not be able to withdraw previously contributed days.
- E. Days in the bank shall be withdrawn on a first-come, first serve basis, however, if the bank at any time becomes depleted to 50 days members will be notified a contribution is needed. Any current member of the bank may re-contribute to the bank on a volunteer basis at an amount which will not exceed 1 additional day. Unused days in the bank shall be carried over to the next succeeding school year.
- F. Annual Report of the balance of days of the sick leave bank will be shared with the MEA President at the end of each fiscal year.

### 3.22

#### Family Illness for Certified Personnel

- A. A limit of ten (10) days per year of a teacher's sick leave balance missed because of illness or medical appointments of a member of the teacher's family may be deducted from the teacher's sick leave. In the case of a serious illness, additional days may be deducted from the teacher's sick leave balance upon request to and approval by the superintendent. The superintendent reserves the right to ask the employee to furnish satisfactory evidence in the form of a doctor's statement.
- B. The members of the teacher's family shall be defined as: parent, child, wife, husband, sister, brother, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepdaughter, stepfather, stepson or someone under the guardianship of the staff member where the staff member has been appointed guardian by the court.
- C. Deduction to be the same as listed under item number 3.10.

3.23 Adoption Leave for Certified Personnel

Adoption leave will be granted in accordance with the Family and Medical Leave Act as maternity leave. Adoption leave may be requested in writing from the superintendent. Final decision rests with the sole discretion of the superintendent. All days granted shall be deducted from the teacher's accumulated sick leave.

3.24 Funeral Leave, Immediate Family, for Certified Personnel

- A. Up to five (5) days per occurrence. Need to be determined by the administration. Is not deducted from sick leave.
- B. The members of the teacher's family shall be defined the same as in 3.22 B.

3.25 Funeral Leave, Other than Immediate Family, for Certified Personnel

- A. Two days total maximum per year for any funerals for which there are good reasons to attend. All leave to be cleared with the building principal and the superintendent. Is not deducted from sick leave.

3.26 Personal Leave for Teachers

- A. Leave granted under said policy may be used as follows:
  - 1. Four days per year will be granted for personal leave, subject to the conditions of this policy. The first day used will be at full pay, days two through four will be at a daily deduct at the rate of the current certified substitute rate for the school year in which the leave is used.
  - 2. In the event no personal days are used in a school year, the employee will receive a stipend of \$75 at the end of the year for the unused paid personal day.
  - 3. Personal Leave is not cumulative.
  - 4. Such leave is to be used for absences not covered by other types of leave.

Any personal leave shall be at the employee's discretion. Any such leave requests must be presented to the building principal no later than one week prior to the day of leave except in emergency situations.

If an emergency period arises in which it is difficult to secure substitutes, the administration may declare an emergency period during which no personal leave shall be granted, or personal leave may be limited to the number of substitutes available.

## 3.26.1

## Teacher Professional Leave

- A. Professional leave will be granted at the discretion of the administration.
- B. A Leave Request form for professional leave must be submitted to the building principal or have approval from the superintendent prior to taking the leave.
- C. Leave Policy for State Athletic Tournaments and Activity Events:

- Step 1: Head Coach/Advisor will present a list of names to the Activities Director to be considered for leave to said event as soon as possible following their last event before the State Event. They will also present and discuss leave times and the days to be missed.
- Step 2: Activities Director will consider Head Coach/Advisors recommendation and will then consult with Superintendent and Business Manager. Activities Director will attempt to be fair and consistent with all parties. AD will use the below chart as a guide, but not necessarily the practice.

<b>Activity</b>	<b>When Participating in State Event Activity Leave Tier One</b>	<b>When NOT Participating Professional Leave Max 2 days Tier Two</b>	<b>When Participating in State Event Professional Leave Max 1 day Tier Three</b>
Football	Head Coach Assistant Coach(es) Freshman Coach(es)	Head Coach Varsity Asst. Coach(es)	MS Coach(es)
Basketball	Head Coach Assistant Coach(es) Freshman Coach(es)	Head Coach Varsity Asst. Coach(es)	MS Coach(es)
Wrestling	Head Coach Assistant Coach(es) Freshman Coach(es)	Head Coach Varsity Asst. Coach(es)	MS Coach(es)
Gymnastics	Head Coach Assistant Coach(es)	Head Coach Varsity Asst. Coach(es)	MS Coach(es)
Volleyball	Head Coach Assistant Coach(es) Freshman Coach(es)	Head Coach Varsity Asst. Coach(es)	MS Coach(es)
Track & Field	Head Coach Assistant Coach(es)	Head Coach Varsity Asst. Coach(es)	MS Coach(es)
Golf	Head Coach	Head Coach	
Tennis	Head Coach	Head Coach	
Cross Country	Head Coach Assistant Coach(es)	Head Coach Varsity Asst. Coach(es)	
All State Band	HS Band Instructor		
All State Orchestra	HS Band Instructor		
All State Jazz	HS Band Instructor		
All State Chorus	HS Choral Instructor		
One-Act Play	Head Drama Coach Asst/Tech Coordinator(es)		
Oral Interp	Head Coach		
Debate	Head Coach Assistant Coach(es)		

Substitutes will be paid by the District for those coaches/advisors granted permission. Tier One may receive a travel allowance. Tier Two shall receive meals, share a vehicle, but only head coach will receive lodging. Tier Three will receive a vehicle only. Travel allowances will not exceed the District travel policy. (4/19)



### 3.26.2 Jury Duty Authorized

An employee who is called for jury duty shall complete a Leave Request form to document the absence. However, regular pay will be allowed. Payment received must be paid to the business office.

### 3.27 Leave of Absence for Certified Personnel

- A. Teachers in the Madison Central School System who desire a leave of absence for up to one year without pay, shall file a written request of such desire with the building principal and the superintendent before March 1 in the school year before the requested leave would begin. The request shall specify the reasons for the requested one-year leave of absence. The superintendent shall forward the request to the school board for further consideration and the granting or denial of the request shall be vested in the discretion of the school board.
- B. Health insurance for teachers on an approved leave of absence under Policy A may continue for the leave of absence up to one year at the employee's cost.

### 3.28 Illness and Disability Leave for Certified Personnel

- A. A teacher who is unable to teach because of serious illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year. After one year, the teacher may return to teaching duties upon written authorization from their physician, or they will be considered terminated from employment.
- B. Health insurance for teachers on an approved disability leave under Policy A may continue for the duration of such illness or disability up to one year at the employee's cost. If employment is then terminated, the employee would have rights to health insurance coverage at their cost in accordance with the COBRA Act.

## **Article XIII Workers Compensation**

### 3.28.1.1 Workers Compensation

An employee injured in the line of duty shall report such injury to the business office immediately and complete a First Report of Injury form within three (3) days after the injury. Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the workers compensation law of the State of South Dakota. An employee may take available sick leave for time missed due to an injury in the line of duty, less the amount of workers compensation received.

## **Article XIV Health Insurance for Certified Employees**

### **3.29 Health Insurance for Certified Employees**

A group health insurance plan is provided for certified employees of the district subject to the conditions of the plan.

The following conditions apply:

- A. Each employee who participates in the district group health insurance shall be provided with a district contribution for health insurance up to \$575.00 per month for 2021-2022 and \$595.00 per month for 2022-2023. If an employee selects an HSA Plan which has a premium of less than the set monthly district contribution, the district will contribute the difference to the employee's HSA Plan if the employee contributes the same amount or greater. (4/19)
- B. The employee must be on written contract for the balance of the school term serving at least 30 hours each week.
- C. An employee must carry the school district group health insurance plan in order to carry life insurance coverage except when covered under spouse's school district health insurance plan. This exception applies when both the husband and wife are employed by the Madison Central School District.
- D. Personnel who are on a nine-month pay schedule shall have the annual premium prorated over a nine-month period September through May.
- E. A certified employee who is participating in the school district health insurance plan may continue this coverage upon termination of employment in accordance with Federal COBRA regulations, at the employee's cost.
- D. Cafeteria Plan  
Employees may elect participation in the district's Section 125 Cafeteria Plan.

## **Article XV Termination Date**

### **3.30 Termination Date**

For teachers who leave district employment after completing the full school term the termination date shall be twelve months from the beginning date of their contract, unless otherwise specified in their letter of resignation. For all others the termination date of employment shall be the last day of official duty.

## **Article XVI Retirement for Certified Personnel**

### **3.31 Retirement for Certified Personnel**

- A. Any full-time teacher employed by the Madison Central School District who retires has the option of carrying the district group health insurance, provided they have participated in the plan for the previous 4 years, and are 55 years of age or more on or before June 30<sup>th</sup> of their final contract year. The premium is to be fully paid by the retiree until the retiree and participating spouse is entitled to Medicare benefits. Once the employee retires and

leaves the insurance plan that employee may not return to the plan at a later date, unless they become re-employed. No life insurance is included in this benefit. This option is subject to confirmation of the insurance carrier.

## **Article XVII Emergency Response Plan**

### **3.32 Emergency Response Plan**

No employee shall be required to search for a bomb, whether within the building or through the personal belongings of students as they enter the building. Employees cannot be disciplined for refusing to search for a bomb or through personal belonging.

## **Article XVIII Position Assignment Policy**

### **3.33 Position Assignment Policy**

- A. Any teacher may request a teaching assignment change when a vacancy occurs. As they occur, the superintendent shall have posted in all city school buildings in the Madison Central School District and shall provide the Association notice of any known vacancies for the following year. When school is not in session such notices will be posted at the high school only and on the district's website. Teachers desiring a transfer to any such vacancy shall file a written statement of desire with the superintendent on or before the deadline listed on the posting of vacancy. Such statement shall include the position or positions to which the teacher desires to be assigned, in order of preference. In-district transfer shall not require resignation from present teaching position. A request for interview is at the discretion of the building principal.
- B. Teachers desiring a teaching assignment change shall notify the superintendent in writing. Those received by April 1st will be given first consideration. Final decision to be made by administration after consulting instructors and principals concerned.
- C. **Transfer of Certified Personnel**  
The superintendent shall have authority to transfer certified personnel according to the need after consultation with the instructor and principal concerned.

## **Article XIX Staff Reduction Policy**

### **3.34 Staff Reduction Policy**

In the event the school board determines that a staff reduction is necessary the following procedure will be observed in the order listed:

- A. Before the board effectuates any reduction in teaching staff it will first notify in writing and discuss with the Association president or other available MEA officers the cause and projected plans for such a reduction.
- B. In the event of reduction of staff, effort will be made to effect the reduction through normal attrition.
- C. Persons who have been in the district long enough to be under the continuing contract law will have priority over those without this stature.

- D. If reductions are necessary the school board or its designee will determine which employees are to be released using the following criteria:  
(not necessarily in order of importance)
- student needs
  - community priorities
  - accreditation standards
  - certification
  - professional preparation
  - teaching experience and seniority
  - evaluation documents
  - level of education attained
  - status as highly qualified
- E. A teacher whose employment has been affected by a reduction shall be classified as temporarily relieved from active employment (i.e. laid off) by the district and awaiting recall to active employment.
- F. Teachers on layoff shall be entitled to preferential treatment for substitute teaching positions for a period of one year upon notifying the board of a desire to be placed on the list of substitute teachers. Entry on this list will ensure consideration for any position for which former employee is qualified during said year.
- G. A teacher who is returned to active employment through recall shall return at no less than previous salary.

3.35

Employees are to review and abide by all school district policies; located on the district webpage.

**Staff Complaints and Grievances****A. Line and Staff Arrangement**

1. All complaints to be taken to the principal. Then, if the person is not satisfied, he or she may go to the superintendent after informing the principal. If not satisfied with the superintendent's action, then the complaint can be taken to the Board.
2. Complaints to the Board are to be handled through the superintendent who in turn places the items on the agenda.

**GRIEVANCE PROCEDURE FOR CERTIFIED STAFF****A. Article I - Definitions**

1. 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 negotiated policy, contracts, rule or regulation of the school district. The absence of or disagreement with existing policy, rules or regulations is not a grievance.
2. The term "teacher" is considered to apply to any certified professional employee and may include an individual or group of teachers who are similarly affected by a grievance.
3. An "aggrieved" person is the person making the claim.
4. A "party in interest" is any person or persons making the claim or any person or persons who might be required to take action, or against whom action might be taken in order to resolve the problem.
5. The term "days" means working school days.
6. "Association" shall mean the Madison Education Association.
7. "Board" means the school board of the Madison Central School District #39-2, Madison, South Dakota.

**B. Article II -- Purposes**

The purpose of this statement of grievance procedure policy is to secure at the lowest possible administrative level equitable solutions to problems which may from time to time arise affecting working conditions of teachers.

**C. Article III -- Time Limits**

1. It is important that grievances be processed as rapidly as possible and every effort should be made to expedite grievance procedures.
2. If a teacher does not file a grievance in writing with the principal or other supervisor within ten days after the teacher knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.

**D. Article IV -- Informal Procedure**

1. If a teacher feels he or she has a grievance, he or she should first discuss the matter with his or her principal, or administrator, or supervisor, to whom he or she is directly responsible in an effort to resolve the problem.
2. If, after such discussion with the principal or other supervisor, the teacher is not satisfied with the disposition of the matter he or she shall have the right to present the matter to and discuss it with the superintendent.

## E. Article V -- Formal Procedure

### 1. Level One - School Principal

- a. If an aggrieved person is not satisfied with the disposition of his or her problem through informal procedures, he or she may submit his or her claim in writing to his or her principal.
- b. The principal shall within five days render his or her decision and the reasons therefore in writing to his or her complainant.
- c. A teacher who is not directly responsible to a building principal may submit his or her formal written grievance to the administrator or supervisor to whom he or she is directly responsible and such administrator shall carry out the aforementioned responsibilities the same as the principal.

### 2. Level Two -- Superintendent of Schools

If the aggrieved person is not satisfied with the disposition of his or her grievance by the principal or other supervisor, or if no decision has been rendered within five days after presentation of the grievance in writing, he or she may file a formal written grievance with the superintendent and the superintendent shall meet with the aggrieved person and his or her representative if the aggrieved person desires representation, for the purpose of considering the grievance. The superintendent shall within five days of such meeting render his or her decision and the reason therefore in writing to the complainant.

### 3. Level Three -- School Board

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two or if no written decision has been rendered within (5) days after he or she has first met with the superintendent, he or she may, within (5) days after a decision by the superintendent or within (10) days after he or she has first met with the superintendent whichever is sooner, request in writing to the superintendent for the grievance to move to Level Three. At the next regular meeting, the board (or its designated agent) shall consider the grievance or may designate a committee which may or may not include the board members to hold a hearing or otherwise investigate the grievance or prescribe such procedures it may deem appropriate for consideration of the grievance.

The board shall make a final decision thereon at the following regular or special board meeting.

### 4. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his other grievance at Level Three, or if no decision has been rendered within five (5) days after he or she has first met with the board, he or she may, within five (5) days after a decision by the board or ten (10) days after he or she has first met with the board whichever is sooner, request in writing to the superintendent and the association that his or her grievance be submitted for arbitration.

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

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Revised - 3/12/2012

Madison Central School District #39-2, Madison, SD

## **Article XXI Liquidated Damages**

### **Liquidated Damages**

In the event a teacher submits a resignation after signing a contract and/or before the contract is fulfilled, the Board may accept the resignation and declare liquidated damages. Once the resignation is submitted to the Superintendent of schools, the resignation may not be withdrawn and will be presented for action by the School Board. The Superintendent may begin immediately, after receipt of resignation, to advertise for a replacement.

The liquidated damages will be in the following amounts:

1. If the resignation is submitted to the Superintendent in the month of May, the assessment will be \$250
2. If the resignation is submitted to the Superintendent in the month of June, the assessment will be \$750.
3. If the resignation is submitted to the Superintendent in the month of July, the assessment will be \$1,500 and the teacher shall remain employed until a replacement is hired. The Board may choose to deny or accept the resignation and declare liquidated damages.
4. If the resignation is submitted to the Superintendent in the month of August, the assessment will be \$2,000 and the teacher shall remain employed until a replacement is hired. The Board may choose to deny or accept the resignation and declare liquidated damages.
5. If the resignation is submitted to the Superintendent during the months of September through May for the present school term, the assessment will be \$2,500 and the teacher shall remain employed until a replacement is hired. The Board may choose to deny or accept the resignation and declare liquidated damages.
6. New teachers who have a signed contract but fail to fulfill one day of work and break such contract are at the risk of the Board recommending to the State's Department of Education the revocation of the respective teacher's license.

If the resignation is submitted to the Superintendent between July 1 and September 15 inclusive, the appropriate payment must accompany the written resignation.

The Board may choose not to accept the resignation and require the teacher fulfill the contract. If the teacher fails to complete the contract, he/she does it at the risk of the Board recommending to the proper authority with the state's Department of Education that respective teacher's license be revoked.

The School Board may waive the penalty fees due to circumstances involved with an individual teacher's resignation. (4/19)