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*-Notes-*

**AGREEMENT BETWEEN THE SCHOOL BOARD OF  
BRANDON VALLEY SCHOOL DISTRICT 49-2  
AND THE BRANDON VALLEY EDUCATION ASSOCIATION**

The School Board of Brandon Valley School District 49-2, Brandon, South Dakota, hereinafter referred to as the Board, and the Brandon Valley Education Association, hereinafter referred to as the Association, agree as follows:

**ARTICLE I  
RECOGNITION**

- A. Pursuant to SDCL 3-18, the Board hereby recognizes the Association as the sole and exclusive representative of the Title I Tutors, Speech Pathologists and the employees filling positions for which a certificate is required, excluding the Administrative staff. Recognition shall be continuous from year to year unless challenged pursuant to SDCL 3-18.
- B. The term “teacher” when used hereinafter (unless otherwise stated) shall refer to all employees of the District represented by the Association in the representation unit as above defined.
- C. The Board agrees not to negotiate with, or recognize as a formal representative, any group of teachers or organization other than the Association. The Board further agrees that those rights granted to the Association by this Agreement shall not be granted to another teacher organization except pursuant to state law.

**ARTICLE II  
COLLECTIVE NEGOTIATION**

This article will govern the process of collective negotiation between the Association and the Board.

- A. **DEFINITIONS (As used in this Article):**
  - 1. **Collective Negotiations** —The process whereby representatives of the Association and the Board meet and negotiate with respect to rates of pay, wages, hours of employment, or other conditions of employment, and grievance procedures, as those terms are used in SDCL Ch. 3-18.

2. Negotiation Representatives — Those persons selected by each party to represent that party's interests in the process of collective negotiations.
3. Item — Any written proposal presented by either party during the process of negotiations.
4. Consultant — A resource person qualified by training and/or experience to advise on problems being considered in negotiations.
5. Study Committee — A committee established by mutual consent for research, study, and development of reports to be provided to the parties.

B. PRINCIPLES:

1. Both parties agree to negotiate in good faith. The Association shall be entitled to the reasonable use of the school communications media for the purpose of communication with teachers, and shall be entitled to the reasonable use of school facilities for meetings.
2. The Board agrees to furnish the Association, upon reasonable request, such information that is available to the Board. This information shall include complete and accurate financial reports and the proposed budget for the following school year, as soon as the same may be made available, following request. In no event shall the Board be obligated to provide to the Association financial analysis of any Association proposals.

C. PROCEDURES:

1. If either party desires to negotiate, the other party shall be notified in writing. Such notification shall be given no later than February 1 for the subsequent school year, and negotiations with respect thereto shall be conducted at such times and places as will facilitate an early conclusion to negotiations.
2. The initial meeting shall involve introductions and an exchange of agendas. Subsequent meetings shall be held at such times and places as is mutually agreeable.
3. The negotiations session shall be limited to the members of the Board team and their advisors, consultants and assistants; and to the members of the Association team and their advisors,

consultants and assistants. The agenda for each session shall be as mutually agreed by the parties.

4. When tentative agreement is reached on an item or items, each party will initial and date the tentative agreement or agreements and receive a copy or copies.
5. If a tentative settlement is reached between the Association and the Board representatives, the Board representatives shall recommend the settlement to the Board, which shall as soon as practical thereafter consider the recommendation, and take such action upon it as deemed appropriate. The Association representative shall recommend the settlement to the Association membership, which shall, as soon as practical, consider the recommendation, and take such action upon it as deemed appropriate.

**D. MEDIATION AND FACT-FINDING:**

1. In the event good faith negotiations have failed to result in a settlement, either party may, but need not, request mediation through the South Dakota Department of Labor.
2. If mediation has not resulted in a settlement, either party may, but need not, request fact-finding through the South Dakota Department of Labor.
3. In no event shall the South Dakota Department of Labor be empowered to bind either party in mediation or fact-finding.
4. Costs incurred during negotiations are the sole responsibility of the party securing the service, and, in all matters each party shall pay its own costs.
5. Upon receipt of a fact-finders recommendation, the parties agree to meet and discuss the matter.

**ARTICLE III  
GRIEVANCE PROCEDURE  
SECTION I - 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 written policies, rules, agreements, contracts, regulations, or the terms of this Agreement. Negotiations for or disagreement over a non-existing policy, rule, or regulation, agreement or contract is not a “grievance” and is not subject to any grievance procedure.

- 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 whom action might be taken in order to resolve the problem.
- E. The term “days” when used in this Article shall mean work days.
- F. “Immediately involved supervisor” shall mean the administrative supervisor at the lowest administrative level who has the authority to decide the grievance.
- G. “Department” is the South Dakota Department of Labor.
- H. “Hearing” shall mean a meeting in which any party in interest may call witnesses, present evidence, cross examine witnesses, present arguments, have representation, and receive a complete transcript of the proceeding, but shall not require a court reporter.

## **SECTION II - PRINCIPLES**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, appropriate disposition of grievances.
- B. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at each level of the procedure.
- 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 member of the administration or with any appropriate representative of the Association at any time.
- D. Each teacher grievance shall be presented and considered only through the procedures established herein.

## **SECTION III - STRUCTURE**

- A. The Association shall designate a grievance representative for each school.



- B. The Association shall maintain a grievance committee (hereinafter referred to as the "Committee"), which shall be constituted in such a manner as may be determined by the Association.

#### **SECTION IV - TIME LIMITS**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximums, 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 filed 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 exhausted prior to the end of the school year or as soon thereafter as it is possible.
- C. A teacher shall initiate a formal grievance in writing within forty (40) days of the alleged violation, misinterpretation, or inequitable application, or the same shall be forever barred.
- D. In the event a time limit established by this Article is not met by the immediately involved supervisor, or the superintendent, or the Board, as the case may be, the grievance shall without further action move to the subsequent level, if any.

#### **SECTION V - INFORMAL PROCEDURES**

If a teacher feels that he or she has a grievance, the matter may first be discussed with the immediately involved supervisor in an effort to resolve the problem informally.

#### **SECTION VI - FORMAL PROCEDURES**

- A. A grievance shall be initiated formally in writing to the immediately involved supervisor. If there is no immediately involved supervisor, it shall be initiated in writing at Level Three. A grievance must state that it is a grievance, and must state the basis for the grievance.

- B. LEVEL ONE - Immediately Involved Supervisor (but not the Superintendent).
1. The supervisor shall receive the written grievance and meet with the grievant to discuss the matter in an attempt to resolve it.
  2. The supervisor shall, within seven (7) days of receiving the grievance, render a decision with rationale in writing to the grievant with a copy to the Committee and the Superintendent.
- C. LEVEL TWO - Superintendent
1. 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 the formal written grievance to the Committee. If the Superintendent is not the immediately involved supervisor, the grievance must be submitted within fourteen (14) days after the grievance was presented at Level One.
  2. Within eight (8) 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 four (4) days of its receipt, the Committee, through its chairperson, shall submit such appeal to the Superintendent.
  3. The Superintendent shall act for the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written appeal, the Superintendent shall meet with the grievant and with the Committee. By mutual consent, a recording of the meeting may be kept by any party in interest. The party requesting a recording shall provide a copy of the recording to the other party.
  4. The Superintendent shall, within seven (7) days of the meeting, render a decision with rationale in writing to the grievant with a copy to the Committee.

D. LEVEL THREE - School Board

1. If the grievant is not satisfied with the disposition of the grievance of Level Two, the grievant may file the grievance again with the Committee within fifteen (15) days after the meeting with the Superintendent.
2. After receiving such further appeal, and no later than fifteen (15) days of receipt, the Committee through its chairperson may refer the grievance to the Board for a hearing to be held within fifteen (15) days of such referral.
3. The decision of the Board shall be rendered in writing within ten (10) days after such hearing.

E. LEVEL FOUR - Appeal to the Department

1. If the grievant is not satisfied with the disposition of the grievance at Level Three, an appeal may be taken to the Department within sixty (60) days of the decision at Level Three with a copy to the Committee.
2. In the event that the grievance is appealed to the Department, the provisions of SDCL 3-18 shall be followed. This law specifies that the Department will conduct an investigation and subsequent hearing, and shall issue an order covering the points raised, which order shall be binding on the employees and the agency.

**SECTION VII - 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 steps of the grievance procedure by persons of their own choosing, except that no minority union may represent a grievant.
- C. The Committee shall have the right to be present and to state its views at all levels of the formal procedure.

## **SECTION VIII - MISCELLANEOUS**

- A. If, in the judgment of the Committee, a grievance affects a group or class of teachers, the Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall begin at Level Two.
- B. Decisions rendered at all formal levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, with a copy to the Committee.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the central office personnel and evaluation 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 Association grievance representatives, and the Committee so as to facilitate operation of the grievance procedure.
- E. The sole remedy available to any teacher for any grievance shall be pursuant to the foregoing grievance and arbitration procedure.

## **ARTICLE IV - PROFESSIONAL COMPENSATION**

### **A. PAYMENT OF SALARY**

Teacher's compensation will be electronically deposited by the 25th day of each month. In the event the funds have not been deposited by the 25<sup>th</sup> of each month, the School District will be responsible for any charges incurred by the employee as a result of the failed deposit. A teacher may elect to be paid over either twelve (12) months or over ten (10) months (September through June).

### **B. PRIOR SERVICE CREDIT AND ADVANCEMENT**

In determining the hiring schedule step placement for a new teacher, experience in a school system other than Brandon Valley shall be allowed up to a maximum of 10 years. A teacher shall

be placed on the step which corresponds to years of experience granted. A teacher shall receive credit toward step placement on the hiring schedule when : (1) a teacher completes a minimum of 120 days or more of service during a given school year, or (2) a teacher completes a minimum of 60 days of service in each of two (2) semesters. (Partial years of experience are allowed from schools other than Brandon Valley).

### C. PROFESSIONAL ADVANCEMENT AND CERTIFICATION

1. Teachers applying for a lane advancement on the hiring schedule, for example BA to the BA+15 lane, must show evidence that the teacher has obtained credit at the graduate level from an accredited University.
2. Teachers who may qualify for such lane advancement shall file a written request; including transcript and such proof as may reasonably be required, with the Superintendent's Office on or before the 15th of September. A lane change will be \$1200. Teachers employed by Brandon Valley in their first year will move lanes according to the hiring schedule for that year, if their lane advancement takes place on or before the 15th of September. Teachers may request a half year lane change if their transcript and other proof have been received by the Superintendent on or before the 15th of January. A half year lane change will be \$600 and will be paid equally in the employee's remaining paychecks for that school year. The lane change shall be made on the basis of the request, but any money paid may be recovered by the District if the transcript and other proof does not confirm the teacher's qualification for the lane advancement. In recovering such money paid to a teacher, the Board may withhold the same from the teacher's paycheck(s).
3. School District requirements will be the same as the state requirements for renewal of certificates or licenses.
4. All teachers must have a transcript of their credits on file at the office. A copy of the credentials of each teacher is also kept on file. Teaching certificates must also be placed on file in the office of the Superintendent.

D. TEACHER HIRING SALARY SCHEDULE (Except Title I Tutors)

The hiring schedule in effect during the term of this Agreement is attached hereto as Appendix "A", and by this reference is made a part hereof.

E. TITLE I TUTORS HIRING SCHEDULE

1. Title I Tutors who have 18 credit hours that would apply toward a reading minor at an accredited university will be hired at 86% of the Teacher Hiring Schedule in Appendix "A". Title I Tutors without the equivalent of a reading minor will be hired at 74% of the Teacher Hiring Schedule. Title I Tutors who obtain the 18 credit hours applicable to a reading minor during their term of employment will receive a salary increase equal to the difference between 86% and 74% of the hiring schedule base in the next contract year
2. Title I Tutors will work the same hours as teachers.

F. INSURANCE BENEFITS

The Board of Education mutually agrees with the Brandon Valley Education Association to provide group health insurance.

The Board shall pay 100% of the employees' premium on single health insurance, single dental insurance, single long-term disability insurance, and a \$25,000.00 life insurance policy for a 12 month period. In addition, the Board will pay 1/2 of the employee's share of two-party or family health insurance premium. Any employee covered under the "Cash in Lieu of Health Insurance Program" during the 2001-02 school year (as defined in the 1999-2002 Master Contract) will be able to continue this program.

Any additional life insurance premium for two-party or family coverage or for conversion of life insurance to whole life shall be borne entirely by the teacher.

Cancer, intensive care and other supplemental insurances mutually agreed upon by the Board of Education and the Brandon Valley Education Association are available at the school district, with the full premiums paid by the teacher. The premiums are subject to change by the insurance company or companies involved.

G. PAYROLL DEDUCTIONS

Payroll deductions available to teachers:

- South Dakota Retirement System (SDRS)
- Social Security
- Federal Income Tax
- Association Dues
- 403(b) ~ 457(b) ~ Roth IRA
- Supplemental Insurance through Transamerica
- Group Health, Dental, and Life Insurance
- Flex Spending Accounts (unreimbursed Medical and Dependent Day Care)

H. PAYROLL DEDUCTIONS OF DUES

Any teacher who is a member of the Association, or who has applied for membership, may annually sign and deliver to the Board by September 15th an assignment authorizing deduction of professional dues in the amount as established by the Association.

After receiving this authorization, the Board shall deduct one-ninth of such dues from the regular salary check of the teacher each month, beginning in September and ending in May of each year.

The total amount deducted is to be paid to the local Association monthly.

I. EXTRA DUTY

The Board regards extra duty assignments as a part of the teaching job that promotes acquaintance and public relations in the community and increases interest in school activities. Teachers will be assigned on an as needed basis, with the assignment, the interests, and the teaching level being considered. Reasonable effort will be made to balance the number of assignments among all staff members. **The extra duty assignment paid positions will be listed on the school website.**

J. EXTRA-CURRICULAR ASSIGNMENTS

Extra-curricular Assignments are to be mutually agreed upon, insofar as possible. The Board reserves the right to assign activities to people who have had them and/or are qualified in that area.

The extra-curricular hiring schedule is attached hereto as Appendix “B”, and by this reference is made a part hereof.

K. TERMINATION OF CONTRACT

1. Requests for approval to terminate a contract must be submitted to the School Board in writing.
2. Teachers who fail to complete the provisions of the contract may have to forfeit liquidated damages in accordance with the following schedule. The Board reserves the right not to impose liquidated damages when it feels extenuating circumstances warrant such a decision.

a. May 15-31	\$ 300.00
b. June 1- 14	\$ 500.00
c. June 15-30	\$750.00
d. July 1-15	\$1,000.00
e. After July 15	\$1,500.00

Title I Tutors will be subject to 86% of the above termination fee schedule.
3. The payment of above damages shall be deducted from the teacher’s last paycheck from the school district, or by other means as may be required if no further compensation is due the terminating employee.

L. ACTIVITY PASSES

1. Teachers will receive a family activity pass. In order for a teacher to have his/her immediate family admitted to the activity for free, the family must enter the activity at the same time. (Family will be defined as spouse and school age children, kindergarten through grade 12.)



**ARTICLE V  
MANAGEMENT RIGHTS**

1. The Association recognizes the right of the Board and the Superintendent to operate and manage the affairs of the School District in accordance with its responsibilities under law. The Board and the Superintendent shall have all powers, rights, authority, duties and responsibilities conferred upon them and vested in them by the laws and the constitution of the State of South Dakota, subject to the specific and express provisions of this Agreement. The Association recognizes that the Board possesses the sole right and responsibility to operate the school system and recognizes that all management rights repose in it, subject only to the specific and express provisions of this Agreement.
2. The Association specifically recognizes that the Board retains the right to assign teachers as it sees fit during the teacher work day and to make and enforce reasonable work rules, consistent with and limited only by the specific and express provisions of this Agreement.

**ARTICLE VI  
COMPLAINTS AND EMPLOYMENT FILES**

**A. COMPLAINTS**

1. No complaint concerning a teacher shall be discussed at an open board meeting prior to an adequate investigation.
2. No complaint or result of a complaint regarding a teacher shall be placed in the teacher's files without an adequate investigation and an opportunity for the teacher to submit an accompanying statement.
3. In all meetings in regard to a complaint, which the teacher is required to attend, the teacher shall be allowed representation of the teacher's choosing.

**B. EMPLOYMENT FILES**

1. A teacher's personnel and evaluation files shall be open to review by that teacher upon request, with the exception that materials therein which have been classified as confidential by any non-district agency shall not be considered open for

examination. Examination of the personnel and evaluation file(s) shall take place under the supervision of the Superintendent, Principal, or their designated representative. The teacher may be accompanied by any person of the teacher's choosing during the review of the file (s).

2. With the exception of materials used in the initial employment of the teacher, the teacher shall receive a copy of any adverse or critical item placed in the file (s) during the period of employment with the district, and upon request may receive a copy of other items.
3. The teacher may place therein written reactions to any of the files' contents.
4. The Board agrees to remove material which is not relevant from a teacher's file.

## **ARTICLE VII**

### **RIGHT OF REPRESENTATION AND EVALUATION**

#### **I. RIGHT OF REPRESENTATION**

When a teacher is required to appear before the Board or the Administration concerning any matter which could adversely affect the teacher's employment, the teacher shall be entitled to have a representative of the Association present. Further, when a teacher is required to appear before the Board, in connection with such a matter, the teacher shall be advised in writing of the reasons for the requirement no later than forty-eight (48) hours prior to the appearance before the Board.

#### **II. EVALUATION**

- A. Purpose of evaluation. The evaluation of employees covered by the agreement should lead to improved job performance and to definite recommendations regarding employment.
- B. Scope of evaluation. The evaluation shall take into consideration the school district's philosophies and objectives, the environment within the school community, and population conditions under which the teacher acts. Competency shall be based solely on the results of evaluation.
- C. Areas of evaluation. Employees shall be evaluated in the areas

indicated according to the following:

1. Classroom teachers and Title I Tutors shall be evaluated based on the SD State Teacher Standards and student achievement as defined in the SD Model Teacher Evaluation process.
2. Counselors, librarians/media specialists, and instructional specialists (i.e. reading specialists, technology integrationist, behavior specialist, etc.) shall be evaluated on the four domains and components applicable to each employee classification in the Danielson Framework.
3. Coaches/sponsors of extra-curricular assignments included in Appendix B of this Agreement shall be evaluated based on the job description for the position.
4. Speech Language Pathologists and School Psychologists shall be evaluated on planning and preparation, the environment, delivery of service, and interpersonal and professional responsibilities. (Danielson Framework)
5. Any positions not included above shall be evaluated based on the job description for that position or Danielson Framework if available and applicable.
6. All employee classifications above are subject to the applicable South Dakota Code of Ethics for that classification.
7. All employee classifications above may be evaluated on the South Dakota Teaching Standards when/if performing instruction.

D. Conduct of evaluation. Observation activities shall take place openly and with the full knowledge of the evaluatee and evaluator and shall be conducted in the following manner:

1. Prior to beginning a formal evaluation, the evaluatee shall receive a copy of this Article and shall be informed of the person or persons who will evaluate them, and the forms used in the evaluation.
2. Closed circuit television, public address systems, audio systems, security cameras, or recording devices may not be used in evaluation except with the consent of the evaluatee. The agreed purpose of this limitation is to prevent the secret gathering of information and is not intended to limit use of information gathered due to individual or normal use of technology.
3. The evaluation shall be in writing and acknowledge by the signatures of the evaluator and evaluatee. The signature of

the evaluatee does not denote agreement with the evaluation. The evaluatee shall receive a copy of all written evaluations. The evaluatee has the right to make a demurral statement concerning any part of the evaluation with which the evaluatee disagrees and attach such statement to the evaluation.

4. Informal observations of the normal course of events may constitute part of the evaluation process.

E. Frequency of evaluation period:

1. First year employees: All employees in their first year of employment with the school district shall be formally observed at least four (4) times per year, with a formal evaluation to be done second semester. Each observation may include a pre-conference and shall include a post-conference.
2. All employees in their second and third year of employment with the school district shall be formally observed at least one (1) time per semester, with a formal evaluation to be done during the second semester. Each observation may include a pre-conference and shall include a post-conference.
3. All employees in and beyond their fourth consecutive year of full time employment in the school district shall be formally observed at least once every other year. Each administrator will determine the evaluation rotation. Each observation may include a pre-conference and shall include a post-conference.
4. Notwithstanding E.1, E.2 and E.3 above, extra-curricular coaches and sponsors in their first three years in an assignment contained in Appendix B shall be evaluated following the season for that assignment with no required formal observation. Extra-curricular coaches and sponsors in their fourth and succeeding years in an assignment shall be evaluated at least every other year following the season for that assignment with no required formal observation. For sponsors of activities closely tied to a teaching assignment the evaluation may be considered part of the instructional staff evaluation required above and a separate evaluation is not required.

F. Observation results. The results of each observation shall be stated in writing and acknowledged by the signatures of the evaluator and the evaluatee at the post-conference. The evaluatee's signature does not denote agreement with the observation result. The evaluatee has the right to make a demurral statement concerning

any part of the observation results with which the evaluatee disagrees and attach such statement to the observation result.

- G. Observation ratings of “proficient” or “distinguished” shall be defined as meeting or exceeding the minimum district standards for continued employment.
- H. Observation ratings of “basic” or “unsatisfactory” shall be in writing accompanied by statements of positive actions to be taken by the evaluatee to correct any alleged deficiencies and a commitment by the evaluator that assistance shall be available. “Basic” shall be defined as meeting the minimum district standards for continued employment, but performance is borderline. “Unsatisfactory” shall be defined as not meeting minimum district standards for continued employment. “Not observed” shall be marked when applicable.
- I. Responses by the evaluatee. In the case of observation, ratings as indicated in Section H herein, the evaluatee shall respond in writing to the evaluator in any of the following ways:
1. Request additional observations with mutual agreement as to the number of such observations;
  2. Request the joint setting of goals;
  3. Request the confidential assistance of other willing educators mutually agreed upon by the evaluatee and the evaluator in correcting the deficiencies;
  4. Request no remediation.
- J. Evaluation results. A written recommendation shall be presented to the evaluatee as a result of the evaluation. The evaluator shall apprise any continuing contract evaluatee receiving a recommendation with qualifications or non-renewal in a conference as soon as practicable. Recommendations shall consist of one of the following:
1. Recommendation for continued employment;
  2. Recommendation for continued employment with qualifications;
  3. Recommendation for non-renewal.
- K. Recommendation for continued employment with qualifications. When a recommendation for continued employment with

qualifications is given, an evaluation period in the following school year shall result. Qualifications given shall be in writing accompanied by statements of positive actions to be taken by the evaluatee to correct the alleged deficiencies and a commitment by the evaluator that assistance shall be available. The evaluatee and evaluator shall have a conference within thirty days after the recommendation to develop a written plan to implement the actions stated in the recommendation.

- L. Recommendation for non-renewal. Recommendation for non-renewal shall not be given without at least an evaluation consisting of two observations and two post-conferences, to be completed prior to April 15. State law shall be followed.
- M. Evaluation files. Evaluation files shall be kept separately from personnel files, shall be treated in a confidential manner, and may be stored in a digital format. All materials or information pertinent to the evaluation shall be reduced to writing and signed by the evaluator and the evaluatee and placed in the file. The evaluation file shall be subject to annual review by the evaluatee and the evaluator. It shall be available at all times to the evaluatee, evaluator, Superintendent or the Superintendent's designee. At the time employment recommendations are given, the parts of the evaluation file pertinent to those recommendations shall be available to the School Board. The evaluation file shall be maintained for a period of three years following the final termination of employment of the evaluatee. Information in the evaluation file shall be released to potential employers upon written consent of the evaluatee. The recommendations may be made available to a potential employer without consent of the evaluatee.

## **ARTICLE VIII STAFF REDUCTION**

This article VIII shall not apply to Title I tutors. However, the standards of this section will be applied to the tutors within the staff of tutors.

Whenever, in the judgment of the Board, staff reduction should become necessary, the Board shall lay off or reassign teachers in order to achieve the necessary staff reduction, in accordance with

the following.

1. The Board will use reasonable efforts to communicate the situation confronting the district to the teachers and the Association President so as to allow the teachers and the Association a reasonable opportunity, not to exceed 10 days from the date of communication, to present possible alternatives such as early retirement, normal attrition, part-time contract, contract for substitute teaching, and/or other alternatives which could accomplish the same goals. Teachers in their early retirement window that are subject to RIF after February 1 will be allowed to exercise their early retirement option within the 10 days from the date of the communication.
2. While reviewing the staff reduction at the secondary level, the Board shall give consideration to do so by and within departments. If positions are available, teachers may transfer to another department providing that they are certified and they have taught in that subject matter within five (5) years preceding the layoff date.
3. No teacher protected by statutory continuing contract provisions will be non-reemployed while qualified and certificated for a position held by a person temporarily or not fully certificated by the State Board of Education or a person who has attained continuing contract status.
  - a. Staff with emergency and/or temporary certification will be released first.
  - b. Non-degree staff in professional positions shall be released second.
  - c. Professionally certified staff shall be released third.
  - d. The board hereby establishes the following criteria (not necessarily in order of priority), all of which the administration shall consider in making recommendations to the Board and the Board shall consider in determining which staff in the above categories will be affected by staff reduction: seniority, evaluation records, qualifications as established for the positions remaining, certification, educational background (i.e., training and experience), federal and state affirmative action requirements.
4. Any teacher laid off or reassigned pursuant to this Article shall have recall rights to any position for which he or she is certified at the time of lay off or reassignment for a period of sixteen months following the teacher's last working day,

provided that the teacher submit in writing, within 30 days upon receiving notice, a letter of intent stating the desire to become re-employed for a position for which the teacher is certified and has experience within the past five years. Furthermore, it is the responsibility of the Board to reemploy a teacher member. Recall privileges cease when a teacher either voluntarily resigns or upon being recalled fails to report in writing within 20 days of notification. Notification is defined as the date at such time said notification is sent from the district central office by certified mail.

In the selection of staff to be re-called, the Board shall use the criteria from Section 3-d, of this Article.

If a laid off teacher is rehired pursuant to this Article, their salary will be based upon their ending salary plus any raise negotiated for the year of reentry.

## **ARTICLE IX TRANSFER AND ASSIGNMENT**

- A. Openings in the District during the school year will be posted on the Superintendent's bulletin board, the bulletin board in each teacher's lounge, and will be mailed to each teacher who has expressed an interest, in writing, to receive such notices during the summer. Any teacher in the system shall, upon written application, be considered for any position for which he or she is qualified.
- B. Transfers and assignments of teachers in the District shall be an administrative function.
- C. If an involuntary transfer is made, the teacher so transferred shall receive a written notification five days in advance of the effective date of the transfer, if possible. A teacher so transferred may request a meeting with the Superintendent to discuss the matter.

## **ARTICLE X LEAVES AND ABSENCES**

- A. **APPROVED ABSENCE WITH PAY**  
Two (2) days of Approved Absence with Pay shall be allowed per year. These days are non-accumulative and will not be deducted from sick leave. Application shall be made to the building principal five (5) days in advance, except in an emergency. Approved



Absence with Pay will be granted under the following conditions:

1. Only two days of leave will be granted per building on any one given day.
2. No leaves will be granted the first five (5) days of the school year or last day of the school year. The last day of the school year is defined as the last day with students present.
3. Teachers who do not use their personal day(s) will be paid \$250.00/day for each unused personal day.
4. Leave will be taken in full day increments.

#### B. JURY DUTY/COURT APPEARANCE

Any teacher called for jury duty during school hours, or who is subpoenaed to testify in a hearing during school hours in a matter in which he or she is not a named party, shall be granted leave with pay for the days or parts of days such absence is required. Any per diem received for jury duty or the designated subpoena absence shall be deducted from the regular salary or turned over to the Business Office. Such teacher shall notify the principal at least 48 hours in advance of the necessity for taking jury leave.

#### C. ILLNESS

Commencing with the first teacher work day, each full-time teacher shall receive one day leave with pay for illness or other disability and shall accrue one additional day for each subsequent twenty (20) working days worked or on temporary leave during the school term. Such leave, including the initial day, if unused, may accumulate to not more than 13 days for any school year and not more than 90 days during the total term of employment. Sick leave may not be taken for less than one-half day, except for part-time teachers. One-half day is defined for sick leave purposes as the time periods 7:45 a.m. - 11:45 a.m. or 11:45 a.m. - 3:45 p.m. Part-time teachers shall earn cumulative sick leave on a pro-rata basis related to their hours of employment. Paid leave under this provision taken due to the seriousness of the condition of the employee as defined in FMLA shall be applied toward the FMLA leave to which the employee is entitled pursuant to Article X (Family and Medical Leave Act).

Commencing with the first teacher work day, a teacher may borrow up to 10 days leave from his/her non-accumulated (not yet

earned) sick leave for the contracted school year. In cases of early contract termination the Board may elect to withhold amounts equal to sick leave pay received over that accumulated.

For purposes of the article, the mother's normal recovery period for child birth under this section is six (6) calendar weeks from the date of birth without medical certification. Sick leave may be used for all work days occurring within the six (6) week period. Any additional use of sick leave beyond the six (6) weeks will require a doctor's certification of the medical necessity for the leave.

A Sick Leave Assistance Fund shall be established which contains those unused days contributed to the Fund by participating teachers. Any first teacher who has contributed at least one (1) day of sick leave to the Fund prior to any absence, which directly results in exhausting his or her sick leave, will be eligible to request an additional 10 days of sick leave from the Fund. Any second year teacher who has contributed at least one (1) day of sick leave for two (2) consecutive years to the Fund prior to any absence, which directly results in exhausting his or her sick leave, will be eligible to request an additional 20 days of sick leave from the Fund. To remain eligible for assistance from the Fund, a teacher must contribute at least one (1) day of sick leave per year until the teacher has been a participant in the Fund for a period of five (5) consecutive years. At that point, the participating teacher becomes vested in the Fund and is no longer required to forfeit a day per year in order to remain eligible for the benefits of the Fund. Additional days up to five (5) days per year may be contributed voluntarily by a teacher. Appropriate contribution forms are to be prepared and distributed to all teachers through building administrators by the business office. On the form, to be completed in triplicate, the contributor is to sign his/her name and indicate the number of days contributed. The completed forms are to be returned to the business office no later than November 1st. In the event of a prolonged illness of a teacher that exhausts his/her sick leave, the teacher may request additional sick leave days from the Fund. Any Personal Day needs to be used prior to consideration of an application to the Sick Leave Bank or it will be subtracted from the Sick Leave Bank Request. Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. No assignment shall exceed a total of thirty (30) days per school year.

Applications for additional sick leave shall be reviewed by the Sick Leave Assistance Fund Committee composed of two

members appointed by the Association and two members appointed by the Superintendent. The Committee shall render a decision for implementation by the Superintendent.

The application is to be prepared in triplicate. The original copy is to be given to the superintendent's office. The second copy is to be given to the BVEA President. The third copy is to be retained by the applicant. Once the Committee has reached a decision on the request, the personnel office is to prepare additional copies of the decision for distribution to the appropriate parties including the applicant, appropriate building administrator, Business Office, and the BVEA.

At the end of each contracted school year, the full-time teacher who has an accumulated sick leave in excess of 80 days shall have the option of receiving \$50.00 per day for each unused day of sick leave accumulated in that year in excess of the 80 day accumulation. Sick leave for which payment is received shall not be counted toward the 90 day accumulation and no payment may be taken for sick leave accumulated in prior years. Paid leave under this provision due to the "Serious Health Condition" of the employee's spouse, son, daughter, or parent, as "Serious Health Condition" and those family members are defined in FMLA (Article X ) shall be applied to the FMLA leave to which an employee is entitled.

Payment received by a teacher from Worker's Compensation shall be subtracted from sick leave payments. It shall be the duty of the teacher to report all payments received from Worker's Compensation to the Superintendent of Schools.

Teachers using sick leave for illness in the immediate family shall, upon request of the principal, furnish a doctor's certificate stating the necessity of their presence. The immediate family is defined as spouse, children, parents, grandparents, brothers, sisters, grandchildren, and others living in the home of the employee.

#### D. LONG TERM LEAVE

1. Applications for long term leave must be submitted to the Superintendent of Schools for Board approval five (5) days prior to the date of the regularly scheduled Board Meeting.
2. Upon approval, the leave will commence or end at such time as it is compatible with the welfare of the students and the

- hiring of a satisfactory replacement.
3. Leave for a full school term - A teacher wishing to return from leave status must notify the Superintendent of Schools on or before January 1 of that year which the leave is granted. Failure to notify results in an open position.
  4. Leave for less than one school term - A request is to be made by the applicant with a suggested beginning & ending date of the leave. Action will be taken by the Board in accordance with terms above.
  5. When a teacher returns from a leave, they will be offered a position for which they are certificated by the Department of Education.
  6. Fringe benefits shall be continued for thirty (30) days beginning the first day of such leave; coverage past thirty (30) days may be extended by the teacher, if allowed by the carrier, at the teacher's expense.
  7. All leave requests and notices must be in writing.
  8. A teacher returning from long-term leave status shall retain prior accumulated sick leave and maintain their salary level before going on leave.
  9. Leave taken for birth shall be paid FMLA leave pursuant to Article X, C. Leave taken for care of a newborn child, adoption or foster care placement shall constitute unpaid FMLA leave pursuant to Article X.
  10. Family and Medical Leave – All conditions of Board Policy GCBDA (Family and Medical Leave) will be followed under this provision.

#### E. PROFESSIONAL LEAVE

Professional leave may be granted, partially or wholly at District expense, to a teacher in order to attend activities pertaining to his/her teaching contract. Applications will be made to the principal. If a teacher is requested to officiate at the Final State Level Competition for High School Activities and receives compensation from the State, said teacher may also apply for professional leave provided that he/she pays the cost of a substitute for a maximum of two (2) days per person per year non-accumulative. Approval is at the discretion of the principal.

#### F. LEGISLATIVE LEAVE

A teacher may take legislative leave under the conditions herein provided:

Teachers shall not receive their teaching salary during the period they serve in the legislative session or when being paid for other legislative duties, but shall not lose insurance benefits.

#### G. MILITARY LEAVE

Any teacher who leaves his/her job either by enlisting or being drafted is entitled to the re-employment rights for veterans discharged from military service. Public Law 87-391 approved October 4, 1961 is on file in Superintendent's office.

Teachers will be granted up to two (2) days of paid leave for military deployment of a spouse or child with the Superintendent's approval. These days are non-accumulative and will not be deducted from sick leave.

#### H. RELIGIOUS LEAVE

One additional day of paid personal leave may be granted for a religious holiday upon request in writing to the Superintendent of Schools.

#### I. BEREAVEMENT LEAVE

Up to seven (7) consecutive work days bereavement leave with pay, per incident, non-deductible and non-accumulative, shall be allowed each teacher for the death of teacher's spouse or children. Two days of bereavement leave will be available to be used at a later date for estate purpose (Will Executor).

Up to five (5) consecutive days bereavement leave with pay, per incident, non-deductible and non-accumulative, shall be allowed each teacher for the death of a teacher's parent, parent-in-law, grandchildren or sibling. Two days of the bereavement leave will be available to be used at a later date for estate purposes (Will Executor).

Up to three (3) consecutive work days bereavement leave with pay, per incident, non-deductible and non-accumulative, shall be allowed each teacher for a death in their immediate family as defined in illness leave and children-in-law, brother-in-law, sister-in-law,

spouse's grandparents, aunts, uncles, nieces, nephews, and others living in the home of the employee.

Up to two (2) days bereavement leave with pay, deductible from sick leave and non-accumulative, shall be allowed each teacher for death of a friend with the Superintendent's approval.

#### J. ASSOCIATION BUSINESS LEAVE

Eight (8) teacher days with pay will be allowed for BVEA business such as delegate assemblies, state committee meetings, and similar obligations, available in increments of no less than one-half day each. The BVEA Board of Directors will notify the superintendent in writing of days to be used. This should be done as soon as possible. If possible, the notification should be done prior to any absence.

#### K. ARRANGEMENTS FOR SUBSTITUTES

Substitute teachers will be hired by the principals, not the teacher. Any teacher who is going to be absent shall submit a request and notify the principal in plenty of time, if possible, to make arrangements for a substitute.

#### L. ABSENCES WITHOUT PAY

Deductions for absences without pay shall be made from the June paycheck on the basis of 181 work days.

#### M. ADOPTIVE PARENT LEAVE

A teacher who adopts a pre-school child may use up to a total of ten (10) days of accumulated sick leave during or immediately following adoption. Unpaid leave or leave for adoption of school age children may be approved under long term leave.

#### N. LEAVE WITHOUT PAY

Leave without pay for up to four (4) days per year may be granted by the building principal upon request by a teacher. Leave without pay of five (5) or more days per year may be granted by

the Board upon request by the teacher.

## **ARTICLE XI EARLY RETIREMENT**

1. This Article applies to teachers whose first day of contracted service under this Agreement occurred prior to August 12, 2016
2. Any teacher (A) who has attained the minimum age of fifty-five (55), and (B) who has been employed by the District for at least fifteen (15) consecutive years, and who has complied with the terms and conditions of this Article, may elect early retirement under this provision at any time within the six years of the employee having met the requirements in (A) and (B) above.

“Within six years” will be defined as follows: The school fiscal year during which the employee attains the age of 55 counts as the first year. The school fiscal year during which the employee attains the age of 56 counts as the second year. The school fiscal year during which the employee attains the age of 57 counts as the third year. The school fiscal year during which the employee attains the age of 58 counts as the fourth year. The school fiscal year during which the employee attains the age of 59 counts as the fifth year. The school fiscal year during which the employee attains the age of 60 counts as the sixth year. However, if the employee is under contract during the sixth year, the employee shall complete that contract.

In addition, a teacher who has met the above requirements may remain on the district’s group medical and dental insurance until age 65 or upon becoming Medicare eligible/Medicare disability eligible, whichever occurs first, with full payment of the insurance premium being paid by the retiree.

Upon the election, the employee shall receive 100% of his or her salary, based upon the individual teacher’s last contract salary, exclusive of extra pay and extra work salary, except that extra-curricular activity salary will be included when the employee has ten (10) consecutive years immediately preceding retirement in that activity. In no event shall any individual be entitled to receive the cash benefit provided by this article more than once. No teacher shall be eligible for an early retirement benefit unless, during the school year early retirement is elected, and the teacher has actually received regular monthly salary from the District.

For the purpose of this provision, the minimum age requirement

shall apply to the age attained by the employee at the time the application is submitted.

3. The cash benefit shall be payable in two (2) to five (5) equal annual installments, the first installment on July 25 immediately following retirement, and an installment each subsequent July 25, until paid in full. The cash benefit shall be paid into an employer directed non-ERISA 403(b) plan in the name of the retiree in accordance with the annual maximum deposit limits of such post-retirement contributions as outlined in IRS Code. In no event shall any interest be payable on any unpaid portion of the cash benefit. Whichever payment option is selected, the first installment may, at the teacher's option, be delayed until July 25 one year after retirement. The option selected, the number of installments, and the date of the first installment, must be indicated by the teacher on a form prescribed by the Business office and filed with the Business Office not later than the first Monday in February of the retirement school year, except for extenuating circumstances, as agreed upon by both parties.
4. In order to qualify for an early retirement benefit hereunder, the teacher shall notify the Superintendent in writing of the teacher's intention to retire through a letter of resignation not later than the first Monday in February of the school year in which such retirement shall occur, except for extenuating circumstances, as agreed upon by both parties.
5. In the event a teacher entitled to a benefit hereunder shall die while all or part of such benefit remains unpaid, such unpaid benefit or part thereof shall be paid in accordance with number two (2) of this Article to the beneficiary designated in writing by the teacher on a form prescribed by the Business Office of the District. In the event no beneficiary designation has been made, the unpaid benefit shall be paid to the estate of the deceased teacher. Payment by the District in accord herewith shall fully discharge the District's obligation under this Article.

**ARTICLE XII  
HOURS OF EMPLOYMENT AND  
MISCELLANEOUS PROVISIONS**

- A. All teachers are expected to be on duty at school during the teacher's work day. The teacher's work day shall begin at 7:45 a.m. and end



at 3:45 p.m., with the following exceptions:

1. Teachers who have an extra curricular assignment may have a lengthened workday for that assignment.
  2. Teachers who have an extra duty assignment may have a lengthened workday for that assignment.
  3. Extra curricular and extra duty assignments may involve duty on days other than Monday through Friday.
  4. Each teacher shall be allowed a thirty (30) minute lunch period without required duties, except for assignments made necessary by exigent circumstances, such as inclement weather.
  5. Not more than five (5) times per calendar month, the teacher work day may be extended by one-half hour by the District Administration for meetings and in-service.
  6. Days when teachers have an extra duty assignment that evening, Fridays, and the day preceding a holiday or vacation, teachers may leave school after the buses have departed the bus transfer facility.
  7. On days when school starts later than normal because of exigent circumstances, such as inclement weather, teachers will be required to be present one-half hour prior to the time in which school officially starts and on days when school is dismissed earlier than normal because of exigent circumstances, such as inclement weather, teachers may leave school after the buses have departed the bus transfer facility.
  8. Teachers will be required to attend school-wide evening Parent/Teacher conferences and will be given compensatory time.
  9. Teachers wishing to leave the building during their work day shall check with the building principal first.
- B. A full-time teaching load shall be defined as one that occupies a teacher's time in a classroom, study hall, or private instruction for a minimum of 5 1/4 hours per day.
- C. Each teacher shall be governed by the Code of Ethics of the South Dakota Professional Practices Commission.
- D. Each teacher shall file with the principal, by each Monday, a copy of the teacher's lesson plans for the coming week.
- E. Teachers may not make charges against the School District without a purchase order unless specific permission has been given for selected purchases for individual departments.

- F. The Superintendent may at his or her discretion require a doctor’s certificate of health from a teacher. Such certificate of health shall be at District expense. A physician’s statement regarding extended illness of ten (10) or more days may be required by the Superintendent.
- G. Teachers will be employed 183 workdays per school year. Pay for the one extra in-service day and one extra workshop day will be paid at a per diem rate of regular contract wages as part of the regularly scheduled payroll following the extra day. On work days immediately preceding vacation days (except Veterans’ Day holiday), teachers will be dismissed at 2 hour early dismissal time.
- H. Workshop days will be defined as time for preparation of the physical classroom and for personal instructional planning. Teachers will have three workshop days: one day at the beginning of the school year, one day between first and second semester, and one day at the end of the school year. One of these days is the paid additional workshop day listed above. These workdays will be void of meetings set up by administration.
- I. In-service days will be defined as days used for professional training, collaboration, and building level meetings.
- J. For the 2022-23 school year only, the district will provide one payment to each employee covered under this agreement based on full time equivalency. The payment shall be \$1,000 and be included in the November, 2022 payroll. The employee must be employed by the district during the month of disbursement.
- K. The Board of Education will pay the following stipend in Sunshine Foods Gift Cards for years of teaching service in the Brandon Valley School District.

Years of Employment	Stipend Amount
10 years:	\$100
15 years:	\$150
20 years:	\$200
25 years:	\$250
30 years:	\$300
35 years:	\$350

40 years: \$400

\*Stipends to be paid with the May paycheck.

- L. Speech language pathologists will receive a \$500 stipend at the end of their 5<sup>th</sup> year of employment and with each subsequent 5 year cycle to compensate for higher costs associated with maintaining licensure. The first year of eligibility for this stipend will be May of 2019. This stipend will be payable as part of the May paycheck.

### **ARTICLE XIII EFFECT OF AGREEMENT**

- A. This Agreement constitutes the entire Agreement between the parties and no verbal statements, past practices, policies, or contracts shall supersede any of its provisions. The terms and conditions of this Agreement may be modified only through the mutual consent of the parties in writing. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective negotiations and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to negotiate collectively, except with respect to a successor to this Agreement, with regards to each subject contained within this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.
  
- B. Unless otherwise agreed to by both parties, this Agreement shall be effective from and after August 12, 2019 and shall continue in effect until August 13, 2023. Salaries will increase 6.5% for the 2022-23 school year. The parties may mutually agree to re-open this contract to negotiate items of mutual interest.

Extra-curricular salaries will increase 6.5% for the 2022-2023 school year.

The "Hiring Schedules" for the 2022-2023 school year will increase 6.5%.

All new teachers will be hired in accordance with the "Teacher Hiring Schedule."

The Board of Education will pay \$1,200.00/each for all lane changes (B.A.+15, M.A., M.A.+15, M.A.+30).

- C. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses of this Agreement shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

This Agreement is signed this 11th day of April, 2022.

IN WITNESS WHEREOF:

For the Association:

Jason Bisbee  
President

Molly Ring  
Secretary

For the Board:

Renee Ullom  
President

Paul J. Lundberg  
Business Manager



**APPENDIX "A"**  
**BRANDON VALLEY SCHOOL DISTRICT 49-2**  
**TEACHER "HIRING SCHEDULE"**  
**2022-2023**

<b>STEP</b>	<b>BA SALARY</b>	<b>BA+15 SALARY</b>	<b>MA SALARY</b>	<b>MA+15 SALARY</b>	<b>MA+30 SALARY</b>
Base	\$49,493 (51,040)	\$49,793 (51,343)	\$50,113 (51,669)	\$50,439 (51,996)	\$50,781 (52,432)
1	49,793 (51,343)	50,113 (51,667)	50,439 (51,996)	50,781 (52,342)	51,133 (52,698)
2	50,113 (51,667)	50,439 (51,996)	50,781 (52,342)	51,133 (52,698)	51,492 (53,061)
3	50,439 (51,996)	50,781 (52,342)	51,133 (52,698)	51,492 (53,061)	51,850 (53,423)
4	50,781 (52,342)	51,133 (52,698)	51,492 (53,061)	51,850 (53,423)	52,218 (53,795)
5	51,133 (52,698)	51,492 (53,061)	51,850 (53,423)	52,218 (53,795)	52,600 (54,181)
6	51,492 (53,061)	51,850 (53,423)	52,218 (53,795)	52,600 (54,181)	52,986 (54,571)
7	51,850 (53,423)	52,218 (53,795)	52,600 (54,181)	52,986 (54,571)	53,383 (54,973)
8	52,218 (53,795)	52,600 (54,181)	52,986 (54,571)	53,383 (54,973)	53,787 (55,381)
9	52,600 (54,181)	52,986 (54,571)	53,383 (54,973)	53,787 (55,381)	54,214 (55,813)
10	52,986 (54,571)	53,383 (54,973)	53,787 (55,381)	54,214 (55,813)	54,658 (56,262)

( ) Includes 2 extra inservice days and a \$1,000 Salary Enhancement

**TITLE 1 "HIRING SCHEDULE"**  
**BRANDON VALLEY SCHOOL DISTRICT 49-2**  
**2022-2023**

Title I Tutors who have 18 credit hours that would apply toward a reading minor at an accredited university will be hired at 86% of the Teacher Hiring Schedule in Appendix "A" above. Title I Tutors without the equivalent of a reading minor will be hired at 74% of the Teacher Hiring Schedule. Title I Tutors who obtain the 18 credit hours applicable to a reading minor during their term of employment will receive a salary increase equal to the difference between 86% and 74% of the hiring schedule base in the next contract year. Title I Tutors will work the same hours as teachers.

## APPENDIX “B”

### EXTRA-CURRICULAR HIRING SCHEDULE

Payment for extra-curricular activities will be made to teachers according to the following schedule. Initial payment for hiring purposes will be computed by taking the percent from the extra-curricular rate schedule and applying it to Extra-Curricular Hiring Schedule that corresponds to the teacher’s experience in that activity, up to step ten (10).

31%

Strength Training – School Year Program<sup>1</sup>  
Strength Training-Summer Program<sup>1</sup>

16%

Head Girls Basketball  
Head Boys Basketball  
Head Wrestling  
Head Football  
Head Volleyball  
Head Track & Field  
Marching Band<sup>5</sup>

14.5%

Middle School and High School Orchestra<sup>7</sup>  
PAC Coordinator

12.5%

Head Cross Country  
Head Softball  
Competitive Cheer Advisor  
Competitive Dance Advisor  
Golf - Boys & Girls  
Tennis - Boys & Girls  
Head Boys and Girls Soccer

<sup>1</sup>School year program 21% — Summer program 10%

<sup>2</sup>Separate Chorus (A, B, Middle School)

<sup>3</sup>Includes summer camp programs, jazz band, concerts, middle level All-State, and other performances

<sup>4</sup>Stipend pro-rated for part time assignments

<sup>5</sup>Includes summer

<sup>6</sup>Includes jazz, pep, concerts, contests, trips, All-State etc.

<sup>7</sup>Includes summer program, concerts, trips, All-State, and special ensembles

<sup>8</sup>Includes summer programs, concerts, festivals, middle level All-State, jazz band, contests and other performances

10.7%

MS Activities Coordinator

10%

Assistant Boys Basketball

Assistant Girls Basketball

Assistant Wrestling

Assistant Volleyball

Assistant Football

B Team Boys Basketball

B Team Girls Basketball

Head Junior Varsity Track

Asst. Marching Band<sup>5</sup>

8.5%

Boys - Girls Assistant Track & Field

Assistant Cross Country

School Annual

9<sup>th</sup> Girls Basketball

9<sup>th</sup> Boys Basketball

9<sup>th</sup> Volleyball

Assistant Softball

Assistant Boys and Girls Soccer

Assistant Competitive Cheer

8%

Freshman Football

Special Olympics

Winter Sideline Cheer Advisor

High School Band<sup>6</sup>

<sup>1</sup>School year program 21% — Summer program 10%

<sup>2</sup>Separate Chorus (A, B, Middle School)

<sup>3</sup>Includes summer camp programs, jazz band, concerts, middle level All-State, and other performances

<sup>4</sup>Stipend pro-rated for part-time assignments

<sup>5</sup>Includes summer

<sup>6</sup>Includes jazz, pep, concerts, contests, trips, All-State etc.

<sup>7</sup>Includes summer program, concerts, trips, All-State, and special ensembles

<sup>8</sup>Includes summer programs, concerts, festivals, middle level All-State, jazz band, contests and other performances



7.5%

Freshman and Sophomore Assistant Wrestling  
Head Oral Interpretation  
National Forensic League/Oral Interpretation  
Middle School Band<sup>8</sup>

6.5%

Head Middle School Track & Field  
Head Middle School Football  
Head Middle School Basketball  
Head MS Volleyball  
Head MS Wrestling  
Assistant Golf  
Assistant Tennis  
Spring School Play  
Fall School Play  
FFA and Adult Classes  
Assistant Oral Interpretation  
Flag Corp Advisor<sup>5</sup>

6.0%

Assistant MS Track & Field  
Assistant MS Football  
Assistant MS Volleyball  
Assistant MS Wrestling  
Assistant MS Basketball  
High School Chorus<sup>2</sup>  
Sixth Grade Band <sup>3</sup>

5.5%

School Play Assistant  
One Act Play Director  
HOSA Advisor

<sup>1</sup>School year program 21% — Summer program 10%

<sup>2</sup>Separate Chorus (A, B, Middle School)

<sup>3</sup>Includes summer camp programs, jazz band, concerts, middle level All-State, and other performances

<sup>4</sup>Stipend pro-rated for part time assignments

<sup>5</sup>Includes summer

<sup>6</sup>Includes jazz, pep, concerts, contests, trips, All-State etc.

<sup>7</sup>Includes summer program, concerts, trips, All-State, and special ensembles

<sup>8</sup>Includes summer programs, concerts, festivals, middle level All-State, jazz band, contests and other performances

5.0%

Fall Sideline Cheer Advisor

4.5%

One Act Play Assistant Director  
Art Club Advisor

3.5%

Drama Club Director

3.0%

Fifth Grade Band<sup>9</sup>  
Fifth/Sixth Grade Orchestra

2.5%

Head Junior Class Advisor  
Quiz Bowl Advisor

1.75%

Middle School Play Director  
Middle School Yearbook

1.5%

Assistant Middle School Play Director  
Middle School Chorus<sup>2</sup>

.75%

Elementary General Music  
Sixth Grade Chorus

<sup>1</sup>School year program 21% — Summer program 10%

<sup>2</sup>Separate Chorus (A, B, Middle School)

<sup>3</sup>Includes summer camp programs, jazz band, concerts, middle level All-State, and other performances

<sup>4</sup>Stipend pro-rated for part time assignments

<sup>5</sup>Includes summer

<sup>6</sup>Includes jazz, pep, concerts, contests, trips, All-State etc.

<sup>7</sup>Includes summer program, concerts, trips, All-State, and special ensembles

<sup>8</sup>Includes summer programs, concerts, festivals, middle level All-State, jazz band, contests and other performances

<sup>9</sup>Includes summer program, concerts, trips

**APPENDIX "B"**  
**BRANDON VALLEY SCHOOL DISTRICT 49-2**  
**EXTRA-CURRICULAR "HIRING SCHEDULE"**  
**2022-2023**

Base	\$43,034
Step 1	43,334
Step 2	43,653
Step 3	43,980
Step 4	44,323
Step 5	44,674
Step 6	45,032
Step 7	45,409
Step 8	45,791
Step 9	46,198
Step 10	46,600

**APPENDIX "C"**  
**BRANDON VALLEY SCHOOL DISTRICT 49-2**  
**SCHOOL PSYCHOLOGIST "HIRING SCHEDULE"**  
**2022-2023**

Base	\$61,513	(63,174)
Step 1	61,863	(63,528)
Step 2	62,235	(63,904)
Step 3	62,616	(64,289)
Step 4	63,016	(64,694)
Step 5	63,427	(65,109)
Step 6	63,845	(65,532)
Step 7	64,262	(65,953)
Step 8	64,808	(66,505)
Step 9	65,174	(66,875)
Step 10	65,655	(67,361)

( ) Includes 2 extra inservice days and a \$1,000 Salary Enhancement

*-Notes-*