



2016-17

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2017-18

AGREEMENT BETWEEN

MEADE EDUCATION ASSOCIATION

AND

MEADE SCHOOL DISTRICT 46-1

*"To Build Knowledge and Skills for Success Today and Tomorrow"*

## Important Dates and Deadlines for Certificated Staff

<b>Item</b>	<b>Article in Negotiated Agreement</b>	<b>Date</b>
Delivery of official transcript(s) to Superintendent to verify credits for lane change	Appendix A	September 1
Request change in category for extra-duty pay	Appendix B	January 1
Request release from extra-duty assignment	Article 5.5	March 1
Notice of intent to take early retirement	Article 5.12	March 1
Application for Leave of Absence	Article 6 & Appendix D	March 1
Confirmation of return from Leave of Absence	Article 6	March 1
Request to advance on Salary Schedule	Appendix A	March 1
Notice of Employment Recommendation	Article 4.8	April 13
Notice of Tentative Assignment	Article 3.3	April 28

## **ARTICLE 1 RECOGNITION**

- 1.1 Pursuant to the provisions of SDCL 3-18, the School Board of School District 46- 1, Meade County, South Dakota, hereinafter referred to as the "Board," recognizes Meade Education Association, hereinafter referred to as the "Association," as the sole and exclusive representative for all regularly employed certificated personnel, hereinafter referred to as "Employee," except for the Superintendent, Business Manager, Principals, Assistant Principals, Curriculum and Technology Director, Director of Special Services, Activities Director, and any future position established by the Board where the person filling the position is required by the State of South Dakota, either by law or regulation to have an administrative endorsement.

Regularly employed certificated personnel shall include only those employees who are required to hold a valid teacher certificate issued by the State of South Dakota Department of Education for the position in which they are employed.

- 1.2 The Board agrees not to negotiate with any other employees' organization, individual employee, or group of employees with regard to negotiable items as defined in Article VIII, Section I, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement. No consultation with employees shall occur to circumvent the authority of the Association.
- 1.3 Pursuant to SDCL 3-18-2 this recognition shall be continuous until questioned by the Board, labor or employee organization or employees. Any challenge to recognition must be processed pursuant to the provisions of SDCL 3-18-5.

**ARTICLE 2**  
**EMPLOYEE AND ASSOCIATION RIGHTS**

- 2.1 Employee Discipline - Rules and regulations governing employee conduct shall be reasonable and enforcement of employee discipline shall be fair and exercised for a just cause.
- 2.2 Right of Representation - When an employee is required to appear before the Board or the administration concerning matters which will adversely affect the employee's employment, the employee's position, or the employee's salary, the employee shall be entitled to have a representative of the Association present.
- 2.3 Personnel File - Each employee shall have the right, upon request, to review the contents of said employee's personnel file and to place therein written reactions to any of its contents. Employees will be provided a copy of any document added to their personnel file which is confidential personal information, disciplinary in nature, or is to be used for employee evaluation, and will sign an acknowledgment that the document is being added to their file (but not that the employee agrees or disagrees with the contents of the document). If the employee refuses to sign the acknowledgment, his or her supervisor will so note on the document, and will place the document with notation in the personnel file. The employee shall have the right to make copies of any item in the file and to be accompanied by a representative of the Association during the review of the file.
- 2.4 Compiled Law Rights - Whenever any rights or benefits accorded employees under the Compiled Laws of the State of South Dakota or under other laws and regulations exceed the benefits accorded employees elsewhere in this Agreement, then such rights and benefits shall be incorporated into and become a part of this Agreement, except that State laws may not be the subject of a grievance, but violation of such would not preclude other legal action.
- 2.5 School Disturbance - When in the judgment of the teacher the continued presence of a parent or other citizen in the teacher's classroom would create a serious distraction or a disruption of the educational process, the teacher shall report the situation to the principal or superintendent. Upon consultation with the parent or citizen, a determination will be made by the principal or superintendent as to the appropriateness of the continued presence in the classroom. The decision of the principal or superintendent will be final but will not preclude legal action by the employee against the parent or other citizen.

South Dakota law makes it a Class 2 misdemeanor to intentionally disrupt the educational process through boisterous conduct, acts of violence, or threatening language or to prevent a teacher or student to perform their duties. (SDCL 13-32-6)

- 2.6 Use of District Copier - The Association shall be allowed use of the district copier system to conduct Association business. The Association will provide all needed paper.

## ARTICLE 3 EMPLOYMENT CONDITIONS

- 3.1 Contract Year - The contract year for certified staff shall be 179 days.
- 3.2 Workday - The workday shall not exceed seven and a half (7.5) hours. If an alternate calendar exists for the rural attendance centers, contract time will be similar for all certified staff in the district. Hours per day and number of days may vary but overall hours will remain the same. The school board will continue to set the amount of contact time for all facilities and grade levels. Principals shall have the right to assign a work schedule with a total of not less than one (1) hour preparation time not including recess per day or five (5) hours per week. Any duty time, including lunch duty, shall be considered part of the seven and a half (7.5) hours. Teachers who elect to perform lunch duty beyond the seven and a half (7.5) hour day shall be paid on the same wage scale as comparable support staff employees.

There will be no more than four (4) evening parent-teacher conferences for each school during the school year. Such conferences may not total more than three (3) hours per evening unless mutually agreed to by MEA and the Board.

Faculty meetings that go beyond the normal teacher contract day will not comprise more than eighteen (18) per school year. Such faculty meetings shall neither begin earlier than one (1) hour before the teacher's workday nor end later than one (1) hour following the teacher's workday. Meeting may involve the entire faculty of the district, a school or a specific department.

- 3.3 Notification and Assignment - All employees shall be given individual written notice of their tentative assignment for the following school year by May 1 of the current school year. Assignments will include location and subject area and/or grade level as defined by the employee's current teaching certificate. In the event changes in such assignments are proposed, the employee shall be notified promptly and consulted.

If the change in assignment is implemented after August 1, a \$200 payment will be provided and the teacher may apply for additional reimbursement for expenses incurred so that the total payment will not exceed \$500.

When the teacher feels the assignment is inappropriate, he/she may communicate the concern to the Board in writing; however, the Board's decision will be final.

- 3.4 Vacancies and Transfers
- A. Vacancies – All vacancies or new positions will be posted on the District website. Such postings will include grade, subject, building, and qualifications. Current employees may apply for any listed vacancy.
  - B. Involuntary Transfer - If a transfer is deemed necessary by the Board during the term of the employee's current contract, the employee or employees affected shall be given written notice of their transfer and the employees so affected shall have an opportunity to consult with the Board prior to any transfer being completed; provided, however, that the decision of the Board shall be final in this regard.

- 3.5 Professional Development –Tuition Reimbursement

The School Board, upon recommendation of the Superintendent, may grant financial assistance to staff members desiring further training or study to become certified and/or qualified in an area in which the district has need.

To be eligible for such assistance, the staff member shall have completed at least three (3) years of successful service to the district as evidenced by their annual performance evaluations.

The staff member, if approved, will receive the actual credit hour cost up to but not to exceed \$120.00 per credit hour for up to 30 credit hours. Reimbursement payment will be made upon the staff member's display of an official transcript demonstrating successful completion of the approved credit hours of study at a grade of B or better.

To be considered for such assistance, the staff member shall submit a plan fully outlining the program of study to be undertaken and evidence that such program of study will meet the needs of the district and any certification requirements established by the State of South Dakota. A written recommendation of the immediate supervisor shall be attached to this plan along with copies of the three most recent performance evaluations. The plan shall be submitted to the Superintendent's Office no later than March 1st of each year for the following fiscal year. The Superintendent may waive the deadline if, in his/her judgment, it would be in the best interest of the district and the teacher to do so.

An amount sufficient to provide for reimbursement of all approved plans shall be budgeted each fiscal year but in no case shall the aggregate total amount exceed \$10,000.

An employee receiving the benefits under this provision shall agree to remain in service to the school district for one (1) year if the benefit was for 1 to 10 credit hours, two (2) years if the benefit was for 11 to 20 credit hours, and three (3) years if the benefit was for more than 20 credit hours. The period of time for obligatory service shall begin in the year following the completion of the approved program of study.

Failure to complete the planned program of study or the required term of service shall result in the repayment of the financial benefit in full, by payroll deduction or by refund.

## **Article 4 EVALUATIONS**

Starting in the 2015-16 school year Article 4 of the negotiated agreement (evaluations) will be eliminated. The evaluation instrument and guidelines will follow SD Administrative Rule and SD Codified Law. New evaluation instrument and guidelines will be part of school board policy (GCNA\*) Any future changes in board policy regarding evaluations will reflect changes in codified law or administrative rule and will be reviewed by a committee of administrators and teachers with recommendations to the board.

### 4.1 Evaluation Instrument (GCNA\*)

4.2 Evaluations of athletic coaches, assistant coaches and advisers of extra duty assignments shall be done using the appropriate versions of Form A. Counselors and librarians shall be done using the appropriate version of Form B.

### 4.3 Plan of Assistance

A teacher improvement process implemented under the direction of the principal or supervisor and based upon a deficiency or deficiencies in the teaching performance standards as observed by the principal or supervisor (Form I).

### 4.4 Employment Recommendation

All teachers shall receive written notice from their evaluators by April 15 of each year indicating the evaluator's employment recommendation. This notice shall indicate one of the following three recommendations.

- A. Recommended for continued employment.
- B. Recommended for continued employment with qualifications. A plan of Assistance must be attached.
- C. Not recommended for continued employment. All previous Plans of Assistance must be attached.

**ARTICLE 5  
SALARY PROVISIONS**

**5.1** Salary Structure - Base pay, defined as the salary of a teacher with no prior teaching experience and a Bachelor's degree with fewer than 12 semester (12) hours of graduate credit, shall be established annually by the School Board. **The base pay for the 2017-18 contract year shall be \$40,575.00.**

**For the 2017-18 school year, returning teachers will receive a \$1,400.00 increase in salary minus applicable deduction(s) based on full-time equivalency. Staff members, who are less than 1.0 FTE, will receive a prorated increase.**

Base pay, defined as the salary of a teacher with no prior teaching experience and a Bachelor's degree with fewer than 12 semester (12) hours of graduate credit, shall be established annually by the School Board.

For the 2017-18, returning teachers will receive a salary increase based on the combination of A plus B:

A. Legislative increase

Any increase by the 2017 SD Legislature to the established \$48,500 per teacher classroom unit will be passed on to the eligible teachers in the district. The increase will be based on the dollar amount increase times the number of eligible FTE based on the state formula divided by the total number of eligible teachers in the Meade School District. The number of state formula teachers will be based on the child count as of September 30<sup>th</sup>, 2016 and the number of FTE in the district will be based on the fall personnel record forms. Teachers in the Meade School District that are outside of the state formula will get the same raises as formula teachers.

Example: The \$48,500 per class room unit goes up 1% or \$485. The identified number of teachers based on the state ratio for 2015 was 178.78 FTE teachers. The number of identified classroom teachers in the Meade School District for the 2015-16 school year based on the state teacher definition was 188 FTE teachers. \$485 times 178.78 equals \$66,708 divided by 188 FTE equals a raise of \$461.

B. Salary Increase Due to Elimination of Pension Fund

The Meade School District pension fund levy for the 2015-16 school year was \$496,000. That levy has been eliminated and is now part of the general fund. The district will use 60% of the pension fund levy minus benefits (15%) for salary increase for the 2017-18 school year. \$496,000 times 60% equals \$297,600. \$297,000 times 15% district benefits equals \$44,640. \$297,000 minus \$44,640 equals \$252,360 for salary increase for the 2017-18. The \$252,360 will be used for salary increase for all teachers covered in the MEA negotiated agreement. The number of teachers in the district will be based on the fall personnel record form.

For teachers with no previous teaching experience, the salary will be base pay plus the appropriate cumulative differential for the number of graduate semester hours successfully completed.

A teacher entering the school district with previous teaching may bring eighteen (18) years of teaching experience into the district. The superintendent will use a salary/hiring schedule which includes the salaries, years of experience and



educational levels of all existing district employees. Teachers entering the district will be paid in alignment with current employees with similar experience and education levels.

If it is in the best interest of the district, the superintendent has the discretion in placing a new teacher within the hiring structure using criteria other than years of experience and educational differentials.

Any vacancy that remains unfilled after July 1<sup>st</sup>, or any position that is vacated after July 1<sup>st</sup>, the Board may offer a one-time signing bonus, not to exceed \$2,000, to the successful candidate as an incentive to accept the contract offer. (Note: The signing bonus is a one-time payment and would not be repeated for the same employee in extension of this contract if a new contract is not ratified.)

- 5.2 Full Experience – In accordance with the limitations dictated in 5.1 above, a teacher entering the District shall be given full credit in the salary structure for previous teaching experience provided the following conditions are met:
- A. The experience to be credited was gained in a school having comparable South Dakota or other state's accreditation status.
  - B. At least a total of one year of experience must have occurred within the previous five years.
  - C. The nature of the previous teaching experience is similar to the assignment in the Meade School District.
- 5.3 Payroll Procedures - Paydays will be on the 21st day of each month. If the 21st falls on a day when school is not in session, the payday will be on the last day school is in session prior to the 21st. In the event that certain deductions are to be made from the last check, the disputed portion of that check will be frozen in the form of a separate check until the following Board meeting when such deductions may be authorized. All checks will be deposited directly in the financial institution of each employee's choice.
- 5.4 Pay Options - Teachers will receive their contract pay over a 12-month period. Any teacher who is retiring from the teaching profession at the end of the school year and is eligible to draw benefits from the South Dakota Retirement System may request in writing that the June, July and August salary payments be included with the May payment. Teachers may request to have South Dakota Education Association dues deducted from their paychecks.
- 5.5 Supplemental Job - The supplemental pay schedule shall be set forth in Appendix B, which is attached to and incorporated into this Agreement. All new employees who are assigned supplemental jobs will have a combined teaching and extra duty contract.

Those staff members who have a combined teaching and extra duty contract who wish to be released from a supplemental assignment but remain in the system as a teacher must notify the superintendent by March 1. After making efforts to find a replacement and not being able to fill the vacancy prior to May 1, the Board may issue a contract containing the extra duty assignment. The Board will continue to seek a replacement and if one is found prior to the start of the assignment, the contract will be amended to delete the assignment. If a replacement cannot be found, the staff member will be required to fulfill the contract but may make another request for release the following year.

- 5.6 Supplemental Job - Payroll Procedures - Supplemental pay shall be added to the

employee's salary and shall be paid in the paycheck each pay period. If an employee does not fulfill the dates, his/her pay will be adjusted accordingly.

- 5.7 Building Heads - The line of authority used by the Board shall inform the teachers listed that their responsibilities are limited to informing the appropriate authorities (principal, superintendent, fire department, etc.) that help is needed.
- 5.8 Employee Benefits - The Board will provide a health insurance plan, with the following provisions:
- A. New employees beginning in 1998-99 will only have the option of the health insurance plan. The deferred compensation plan will no longer be available.
  - B. The Board will pay up to \$530 of the single premium for the health insurance plan.
  - C. Employees who elected the deferred compensation plan prior to 1998-99 and who wish to remain on this plan will receive \$1,845 annually. This amount will remain the same as long as such employees continue to elect this plan.
- No other employees will have the option of electing the deferred compensation plan.

A six-member committee composed of three members appointed by MEA, two members appointed by the Board, and one non-certificated employee appointed by the superintendent shall annually review and recommend changes in the plans and carriers of the benefit package. These recommendations will be made to the Board and the MEA.

For those employees who choose the deferred compensation plan, the benefit will be lowered by the amount of District contribution to Social Security, withholding and State Retirement. The employee's contribution to the State Retirement fund will then be calculated and withheld from the benefit. After these adjustments, and as of July 1, 2008, the balance of the funds shall be applied to the South Dakota Supplemental Retirement Program.

As of July 1, 2008, employees who have tax-sheltered annuities, or elect to begin contributions to a tax-sheltered annuity, will only be offered the option of participating in the South Dakota Supplemental Retirement Plan for such purposes.

All those part-time employees hired prior to November 16, 1982, shall be granted the above benefits in full. Employees hired after November 16, 1982:

1. Shall have their benefits under this Article pro-rated equal to the fraction of a full-time contract in effect.
  2. If a part-time employee's fraction of a full-time contract changes, the pro-ration of benefits shall change accordingly, but never exceed the full-time contract rate.
- 5.9 Travel Expenses - Employees will be reimbursed state rate for mileage and other travel-related expenses approved by the superintendent or his/her designee required in the performance of their duties as assigned by the administration.
- 5.10 Retirement Pay - An employee, upon final retirement from the teaching profession and who is eligible to draw benefits from the South Dakota Retirement System, shall receive as retirement pay one-half (1/2) of their unused sick leave times the certified substitute pay rate. The payment will be made on the regularly scheduled payroll in the July

following the retirement to the South Dakota Retirement System Special Pay Plan. To be entitled to this retirement pay, an employee must have a minimum of ten (10) years in the Meade School District 46-1 system.

5.11 Pre-signing Contracts - All returning teachers' contracts shall be signed by the Board prior to issuance. All new teachers' contracts shall be signed at the next regular Board meeting following receipt.

5.12 Early Retirement - The provisions of the early retirement incentive will remain available until the start of the 2021-22 school year. The benefit will be made available to all employees who are eligible to participate and access to the benefit will be determined based on when the request was submitted. The starting fund balance for the retirement account will be \$1.5 million. The maximum retirement payout will be \$300,000 annually plus any additional carryover funds from the previous year. June 30, 2021 is the last available date to access the Early Retirement/Pension Account. Section 5.10: Retirement pay will not be eliminated with the proposed policy change but will be considered when figuring out total dollars available from the pension/retirement account. Payout for section 5.10 is included in the 1.5 million (\$300,000 annual allotment).

Any teacher who has completed ten years of service in Meade 46-1, and has attained or will attain at least the age of 55 as of December 31 of the year of retirement, may receive an early retirement benefit upon permanent severance of employment with the district. The benefit will be a lump sum payment of 70% of the average of the teacher's highest three (3) contracted salaries, exclusive of any extra duty pay. The payment will be made on the regularly scheduled payroll in the July following the retirement to the South Dakota Retirement System Special Pay Plan. The maximum allowable benefit shall not exceed \$35,000.

A teacher who has retired from service with the Meade School District and has activated or plans to activate his/her earned retirement benefit with SDRS, will be considered a new employee upon any action by the Board to re-employ said teacher. The teacher will be placed at base pay, but will retain his/her previous educational differential.

A teacher electing to take early retirement must notify the superintendent, in writing (no electronic versions accepted) during business hours, no earlier than June 26 and prior to March 1 of the year in which retirement will occur. Employees that retire after June 30, 2017 will no longer be allowed to remain on the group insurance plan. All current retirees that are on the plan will be allowed to remain on the plan, at their expense, until they reach the age of 65. The superintendent has the authority to waive the March 1 notification deadline.

In the event the teacher dies while all or a part of the early retirement benefit remains unpaid, such unpaid benefit will be paid to the beneficiary of the teacher, or to the estate. This Early Retirement Incentive program shall be reviewed by the School Board on an annual basis and shall be subject to negotiation by MEA and the School Board each year even if the master agreement has a term exceeding one year.

## ARTICLE 6 LEAVES

Teachers requesting absence for those leaves requiring Board action must make application by March 1 of the year prior to the year during which they are on leave. Teachers returning from leave must confirm their return by March 1 of the year during which they are on leave. Failure to confirm the return shall be deemed to be a resignation. The Board may waive the March 1 deadline in an emergency. Upon request, Association viewpoints will be heard prior to granting leave.

- 6.1 Sick Leave - Ten (10) days sick leave per year without deduction in pay and accumulative to one hundred (100) days. New employees, entering the district after July 1, 2014, are eligible to accumulate seventy-five (75) days of sick leave. This includes immediate family: spouse, children (step), father (step), mother (step), parents-in-law, brother, sister, grandparents and grandchildren. Any available sick leave may be used in the event of the death of the employee's spouse, children (step), parents (step), siblings (step), grandparents, and grandchildren. Up to three (3) days of available sick leave may be used in the event of the death of the employee's parent(s)-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law. The Board may request a physician's statement after the first fifteen (15) working days of sick leave and may request an additional statement every ten (10) working days thereafter. The Board reserves the right to require a second opinion from a physician of mutual consent, the cost of which will be borne by the Board.

Maternity/Paternity Leave - An employee may use up to six (6) weeks of sick leave for the birth and/or legal adoption of a child. The six (6) weeks shall begin at the time of the birth or placement of the child. Mothers who have undergone childbirth will be granted the first 5 days of the six (6) weeks of maternity leave with no reduction to their sick leave. If the birth or placement of the child occurs prior to the beginning of school, only that portion of the six (6) weeks which falls during the school year may be taken. If both mother and father are employees of the District, the combined maternity/paternity leave must be taken within the six (6) weeks period immediately following the birth or placement of the child. Grandparents may use up to three (3) days of sick leave to attend to the birth and/or legal adoption of a grandchild, and these days shall be taken within the six (6) weeks immediately following the birth and/or placement of the child.

A voluntary Sick Leave Bank will be established under the following conditions:

- A. Each participating employee contributes one (1) day of sick leave every other year. First-year teachers with the District may draw up to five (5) days of sick leave from the bank. Beginning with the second year of employment, qualifying teachers may draw up to thirty (30) sick leave days from the bank. Use of the sick leave bank is contingent upon named employee having used two (2) days more than all of his/her accumulated sick leave and personal leave as provided by Board policy. An individual employee may choose to donate up to two (2) sick leave days for use of a specific employee who has exhausted his/her allocation of days from the sick leave bank. The maximum number of additional days that such an employee may use is thirty (30).
- B. Teachers must join the Bank by September 15 of their first year of employment in the District. Teachers who do not sign up by the established deadline will not be given the opportunity to participate again. Similarly those who chose to opt out of the sick leave bank will not be given the opportunity to participate again.
- C. Administration of the program will be handled by the School District Business Office.

- D. All requests for use of this Bank must be submitted in writing to the Superintendent, who will make the decision on the request.
  - E. Each employee enrolling in the Bank will donate one day of his/her sick leave to the Bank every other year. The number of days in the Bank may not exceed 500.
  - F. A person withdrawing from membership in the Bank will not be able to withdraw contributed days.
  - G. Persons withdrawing sick leave days from the Bank will not have to replace those days except as a regular contributing member of the Bank.
  - H. The Board (or Superintendent) may, at their discretion, request a doctor's report before granting approval for withdrawal of days from this Bank.
  - I. Approval to draw days from the Bank shall be given only for the school year in which the illness or disability causing the long-term absence began. Should it be necessary to request days from the Bank in a second school year for the same illness, the approval and qualification process as outlined in "A" above will begin again.
  - J. On or before September 1st of each year, the Business Office shall provide the Association president an accounting of the Sick Leave Bank. This accounting will include the balance from the previous year, days contributed, days used, and the current balance. (Note: Because the Sick Leave Bank is open to all employees of the district, it is understood that the accounting report will include aggregate data for all employees who have elected to participate and not just employees of the bargaining unit.)
- 6.2 Bereavement Leave - The employee may have up to two (2) days to attend to bereavement needs.
- 6.3 Personal Leave
- A. At times during the school year a teacher may have a need for personal leave days. The following shall be the procedure to qualify for and request personal leave.
  - B. The maximum of two (2) days may be allowed per year per teacher without a reduction in pay. One (1) additional day may be allowed, and that additional day shall be charged to the teacher's accumulated sick leave.
  - C. Should a teacher find it necessary to request personal leave for the day before or after a school holiday, during the first or last week of the first semester, or first week or last two weeks of the second semester, specific reasons must be given. The leave is subject to approval by the superintendent. Application for personal leave should be submitted three (3) full days prior to the date requested when possible.
  - D. The personal leave form L will be available on line and in each administrative office. The teacher will complete the form and submit it to his/her immediate supervisor for consideration. Upon approval of the request, the administrator shall complete the form and return a copy to the teacher. A copy of the approved request shall be retained by the administrative office, and a copy shall be filed with the Business Office.
- 6.4 Unused Personal Days – On an annual basis, a teacher's unused personal days will be rolled into his/her accumulated sick leave. As an alternative, a teacher may annually

request reimbursement for unused personal days at the same rate provided for in section 6.16 (Leave Bonus). Said request must be made by June 1 of the current school year.

- 6.5 Days of Leave Without Pay – Additional days may be granted at the discretion of the superintendent. Requests shall be submitted to the immediate supervisor prior to the absence. Payroll deduction for these days shall be determined by dividing the annual teaching salary by 179.
- 6.6 Parental Leave of Absence - The Board shall grant requests for a parental leave of absence not to exceed one year when reasonable need exists. An employee who returns from parental leave shall be reinstated to the employee's former position or its equivalent, unless that teacher is the appropriate person to be involved in a Reduction in Force. Parental leave shall include leave for the purposes of child adoption and child rearing.
- 6.7 Leave of Absence - An unpaid leave of absence of up to two (2) years shall be granted by the Board to a teacher who has demonstrated to the Board the benefits to the District and the teacher which will accrue from the leave. Eligibility for this leave shall be restricted to those teachers who have completed three (3) years of successful service to the District. (Appendix D)
- 6.8 Medical Leave of Absence - The Board may grant a medical leave of absence to an employee whose medical condition requires an extended period away from work. The initial length of such leave shall be no more than one (1) year but may be extended at the discretion of the Board.
- 6.9 Professional Leave - Employees may be allowed professional leave with no payroll deduction upon approval by the immediate supervisor for attendance at conventions, institutes, workshops, or other professional meetings related to the teacher's assignment or to enhance professional benefit to the District. Professional leave shall be applied for on Form L. The employee shall file a report on the activities of the meeting(s) with recommendations, if any, upon request from the principal or superintendent.

An employee asked to serve as consultant, judge or sports official, while school is in session, shall send a written request for release to the principal. He/she shall make a choice of whether or not he/she receives his/her regular salary or the gratuity for his/her services. If he/she chooses to accept regular salary, the gratuity shall be given to the School District and deposited in the General Fund.

Professional leave may not be used to accept a position at another educational institution when the duties interfere or coincide with a teacher's contract obligations in the District.

- 6.10 Association Leave - The Association shall be allowed a maximum of eight (8) days of paid leave per year for its members to attend SDEA/NEA sponsored activities or MEA activities as approved by the superintendent.
- 6.11 Civic Duty - An employee serving as juror, subpoenaed witness, or elected or appointed official shall notify his/her immediate supervisor in writing of the nature and probable inclusive dates (beginning and ending) of the duty to be served. The employee shall make a choice of whether or not he/she receives his or her regular salary, or the compensation for his/her services. If he/she chooses to accept his/her regular salary, the compensation shall be given to the District and deposited in the General Fund.
- 6.12 Military Leave – An employee that is called to active duty in the U.S. Armed Forces shall make a choice of whether or not he/she receives his or her regular salary or the compensation for his/her services. The employee is eligible to receive up to five (5) days

of compensation from both the school district and the military per school year. After the five (5) days, if he/she chooses to accept his/her regular salary, the military compensation shall be given to the District and deposited in the General Fund.

- 6.13 Family and Medical Leave. The District will follow the provisions of the Family and Medical Leave Act of 1993 as follows:
- A. FMLA leave will be available for full-time teachers who have completed one year of service to the District.
  - B. FMLA leave is defined as unpaid leave for the employee's own illness, the birth and first-year care of a child, the adoption or foster-parent placement of a child, and the care of a child, spouse, or parent who has a serious health condition.
  - C. Teachers may use a maximum of 12 weeks of leave per year under the provisions of this Article, including sick leave and FMLA leave. A year consists of 365 days and begins the day FMLA leave commences.
  - D. Teachers must give at least 30 days notice before taking FMLA leave, if possible. Application for FMLA leave shall be made on Form L, and approval needs to be given by the superintendent.
  - E. The Board will continue to pay its portion of employee benefits as defined in Article 5.8 for the period of the FMLA leave. However, if the teacher resigns from his/her position without returning to work, the teacher must reimburse the District for these payments.
  - F. The Board or superintendent reserves the right to require health certification, at District expense, before the teacher returns to work. The Board or superintendent also may require a doctor's certificate to determine whether an illness of either the teacher or a family member is a "serious health condition" as defined by the Act.
  - G. When an employee's absence from duty qualifies as leave under the FMLA, that leave shall be deemed to be initiated, and applicable paid leaves shall be applied during such absence.
- 6.14 Teachers on Parental Leave of Absence (6.6), Leave of Absence (6.7), Medical Leave of Absence (6.8), or FMLA Leave (6.13) shall not lose their accumulated benefits. Such time will not count as time employed for purposes of SDCL 13-43- 6.3.
- 6.15 Medical Opinion - During the period of a leave of absence an illness or injury may develop for which the Board has concerns regarding the teacher's ability to perform the contracted duties. The Board may require a physician's opinion verifying the teacher's competence to return. The choice of the physician shall be mutually agreed upon; the cost of such examination will be borne by the Board.

## ARTICLE 7 GRIEVANCE PROCEDURE

- 7.1 Definition - The word "grievance" as used in this Agreement shall mean a complaint by an employee, group of employees or the grievant based upon an alleged violation, misinterpretation or inequitable application of any existing agreements, contracts, policies, rules or regulations of Meade School District 46-1 as they apply to conditions of employment. A grievant is defined as anyone signing a grievance.
- 7.2 Immediate Supervisor - Whenever any employee or group of employees has a grievance, they shall meet informally with the immediate supervisor within thirty-five (35) days of the occurrence in an attempt to resolve the issue. If informal procedures do not resolve the matter, and if the grievant wishes to proceed, the grievant must submit a formal written statement of the grievance to the immediate supervisor of the grievant within ten(10) days after the informal meeting. The immediate supervisor shall set a meeting date as soon as possible, but in any event, no later than seven (7) days after the written grievance has been filed. Within seven (7) days after the meeting, the immediate supervisor shall serve a written disposition of the matter upon the party or parties involved.
- 7.3 Superintendent of Schools - If the grievance is not resolved by the immediate supervisor, the grievant may refer the grievance to the superintendent or the superintendent's official designee within seven (7) days of the immediate supervisor's written disposition of the grievance. The superintendent shall arrange with the grievant a meeting to take place as soon as possible, but not later than five (5) days of the filing of the grievance. Within five (5) days of the meeting, the grievant shall be provided with the superintendent's written response, including the reasons for the decision.
- 7.4 School Board - Within five (5) days after receipt of the above disposition the grievant may, if the grievance remains unsolved, appeal to the School Board. The Board shall hold a formal hearing no later than its next regularly scheduled meeting and serve a written disposition of the matter on the party or parties within five (5) days after the hearing. Should the grievant believe that it is necessary for the Board to hear the grievance prior to its next regularly scheduled meeting, the grievant may request that the Board hold a special meeting for this purpose; the President of the Board shall decide whether to honor this request.
- 7.5 Division of Labor and Management Relations - The grievant may, if the grievance remains unresolved after the Board hearing, within 20 days after the delivery of the Board's disposition, appeal in writing on forms prescribed by the Division; and the Division shall conduct a formal hearing and issue a binding order covering the points raised.
- 7.6 Time Limits - If the employees fail to file the grievance or appeal within the time limits established, the grievance shall be considered void. Once a grievance has been initiated, the time limits specified herein may be extended by mutual agreement of both parties.

In the event that a grievance is filed at such time that it cannot be processed through all steps of this procedure by the end of the school year, the time limit set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

- 7.7 Special Grievances - A grievance involving the actions of an administrator with District-wide responsibilities (such as Curriculum Coordinator or Director of Activities) is to be filed as provided in Section 7.2, and the administrator involved will be considered to be the



immediate supervisor for the purpose of processing the grievance. Class grievances involving more than one immediate supervisor may be initially filed with the superintendent as provided in Section 7.3.

- 7.8 Association Participation - Employee Represented - The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level. The Association will be notified whenever a formal written grievance is filed. No employee shall be required to discuss any grievance if the Association's representative is not present.
- 7.9 Association Participation - Employee Not Represented - When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure and shall receive copies of the decision.
- 7.10 Board - Administration Cooperation - The Board and administration shall cooperate with the Association in its investigation of any grievance.
- 7.11 No Reprisals Clause - No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.
- 7.12 Released Time - Should the investigation or processing of any grievance require that an employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits.
- 7.13 Filing of Materials - All records related to a grievance shall be filed separately from the personnel files of the employee.
- 7.14 Grievance Withdrawal - A grievance may be withdrawn at any level without establishing precedent.
- 7.15 Days Defined - "Days" as used in this Article shall mean working days.
- 7.16 Waiver of Steps - In the event the requested remedy is beyond the power of the immediate supervisor to grant, the grievance may be filed initially with the superintendent as provided in 7.3 of this Article. If the superintendent does not have the power to grant the requested remedy, the grievance may be filed initially with the Board as provided in 7.4 of this Article.
- 7.17 Discovery – The purpose of a grievance hearing is the full and fair presentation of the case by the grievant and the Superintendent to the School Board or Department of Labor (“DOL”) without surprise or presentation of previously un-disclosed materials. If a grievance is appealed to the School Board or DOL, the grievant/grievant’s representative and the superintendent/superintendent’s representative shall fully disclose to the other party at least three (3) working days prior to the School Board/DOL hearing all the materials to be presented.

**ARTICLE 8**  
**NEGOTIATIONS PROCEDURE**

- 8.1 Pursuant to SDCL 3-18, the parties agree that their duly designated representatives shall negotiate in good faith with respect to rates of pay, wages, hours of employment, or other conditions of employment. Each party shall select its own representatives. Negotiations shall begin no earlier than January 1 and no later than April 15.
- 8.2 If agreement is not reached through negotiations, either party can declare to the other in writing that an impasse exists and call for mediation pursuant to SDCL 3- 18.1.
- 8.3 When an impasse has been declared, the Division of Labor and Management may be requested by the parties to appoint a mediator from its staff. If conciliation is selected by either party, the mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 8.4 In the event mediation is unsuccessful, either party may request fact-finding pursuant to the provision of SDCL 60-10-2 and/or 60-10-3. Within five (5) days of receipt of the written report of the fact-finder, the parties shall meet to discuss implementation of the fact-finder's report.

**ARTICLE 9**  
**REDUCTION IN FORCE, LAYOFF, AND SENIORITY**

- 9.1 Nothing contained in this Article shall be interpreted as limiting the Board's authority to determine the number of teaching positions in the School District. Should the Meade District Board deem it necessary to initiate a RIF, the following procedure will be followed:
- A. The situation confronting the District will be communicated to the Meade Education Association (MEA). The MEA may make alternative suggestions to the RIF. The Board shall consider and respond to all such suggestions. A period of no less than 21 days shall elapse from communication of a need for RIF and any RIF notices.
  - B. Teachers identified by the Board as potentially being RIF'ed may be offered the option of terminating their employment with the Meade School District 46- 1 and accepting a payment commensurate to the early retirement schedule (5.11 of this document). A person not yet 55 years of age would be eligible for the specified payment in this instance. The offering of this option shall rest solely with the Board.
  - C. In making staff reductions involving teachers in their fourth or subsequent year of employment in the District, the Board will follow the provisions of SDCL 13-43-6.4.
- 9.2 The School Board shall use the following criteria in determining which teacher or teachers are to be RIF'ed. The Staff Assessment Tool (Appendix F) shall be used to apply these criteria. It shall be the goal of the Board to retain the most effective teachers; those who perform at the highest level of proficiency and contribute most toward providing the highest quality of instruction to the students of the District.
- A. Certification
  - B. Education
  - C. Total Experience and In-district Experience
  - D. Formal Evaluation
  - E. Administrator Recommendation
- 9.3 Recall rights shall be extended to all continuing contract teachers who have been RIF'ed with the exception of those teachers who are currently on a plan of assistance or have been "on notice" within the last three (3) years. Such recall rights shall extend for a period of three years from the first day of the school year succeeding the year in which the teacher was given notice of RIF. Newly created or vacant positions shall be offered to all RIF'ed teachers in the reverse order of their RIF (that is, the last RIF'ed shall be the first to be offered future employment.)

The Board shall maintain a list of RIF'ed teachers and shall provide the MEA with an updated list upon request by the MEA. RIF'ed teachers shall be notified by certified mail of the offer of employment. The teacher shall have fourteen (14) calendar days after receipt of the letter to reply. In the event that a teacher shall refuse an offer of re-employment during the period of recall as specified above, that teacher shall be deemed to have requested his/her name to be removed from the recall list. It is the responsibility of the RIF'ed teacher to maintain a current address with the Board.

Any RIF'ed teacher may request that her/his name be removed from the recall list at any time.

New teachers will not be employed with the District until all RIF'ed teachers have been given an opportunity to accept a new or vacant position for which they are certified and qualified.

- 9.4 Teachers laid off by this policy shall not lose their accumulated benefits or positions in the salary structure. However, such time will not count as time employed for purposes of SDCL 13-43-6.3.

**ARTICLE 10**  
**EFFECT OF AGREEMENT**

- 10.1 The District retains unto itself the powers and duties vested in it by the laws of the State of South Dakota and the United States. The exercise of the aforementioned powers, duties and adoption of policies shall only be limited by the terms and conditions of this Agreement. Board policies shall be coordinated so as to not be in conflict with this Agreement.
- 10.2 Individual Contract - The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements. The contract document shall be set forth in Appendix E attached hereto and made a part hereof. This document shall be issued to each teacher hired.
- 10.3 Savings Clause - Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.
- 10.4 Inclusions - The parties agree that applicable South Dakota Statutory and Case Law and the Constitution of the United States and the State of South Dakota are hereby incorporated into this Agreement.
- 10.5 Terms of Agreement - The provisions of this Agreement shall be effective as of the 1st day of September, 2015 and shall continue in effect through August 31, 2017. If a successor agreement is not arrived at, the terms of this Agreement will remain in effect until a successor agreement is established and signed by both parties.
- 10.6 Salary Adjustment - In the event that a successor agreement has not been signed prior to one or more paydays in the year following the term of this Agreement, any increase in salary and in payment for extra duty work shall be paid to those entitled thereto by check as expeditiously as possible after a successor agreement has been signed. Such payment will be without interest on the sums so paid.
- 10.7 Copies of the Agreement - It shall be the responsibility of the Association to print copies of the Agreement. Returning members of the bargaining unit have the option of receiving a paper copy of the negotiated agreement or of accessing the on-line version from a secure website. All persons offered a teaching contract for the first time in the District shall receive from the superintendent's office a copy of the Agreement along with the individual teaching contract to be signed, provided that the Agreement has been prepared and is available. The Association agrees to supply sufficient copies of the Agreement for this purpose at no cost to the District, and the Board agrees to pay any postage or delivery fees. The Association also will provide each Board member and each administrator a copy of this Agreement at no cost.
- 10.8 Emergencies – The District and Association agree to prepare emergency action plans for the continuation of services as contemplated in the Agreement in the event of Force Majeure, pandemic, epidemic, or emergency condition. The plan will be reviewed annually by the parties and will address the following elements:
- A. Procedures for continuation of vital services and provisions for addressing evacuation and quarantine of students and employees.

- B. Persons responsible for implementing emergency procedures.
- C. Employee accountability to observe, and staff authority to impose, medical safeguards and practices needed for continuation of vital services.
- D. Compensation for overtime and extraordinary costs.

10.9 Force Majeure – Neither the District nor the Association shall be responsible to the other for any loss resulting from the failure to perform any terms or conditions of this Agreement, except for payments of monies owed, if a party's failure to perform is attributable to war, riot, flood, pandemic, epidemic, or other biological contagion emergency, or other casualty to the District's facilities not within the control of the party whose performance is interfered with, and with by reasonable diligence such party was unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."

This Agreement signed this 18<sup>th</sup> day of April, 2017, IN WITNESS WHEREOF:

FOR THE MEADE EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President Signature

\_\_\_\_\_  
Secretary Signature

FOR THE SCHOOL BOARD, MEADE SCHOOL DISTRICT 46-1

  
\_\_\_\_\_  
President Signature

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

## PROVISIONS

1. Any teacher expecting to advance in the salary structure (BA to BA+12, BA+24, MA, etc.) must notify the superintendent in writing by March 1. Credits must be earned prior to September 1 of the school fiscal year. In order to advance in the salary structure, a teacher must earn the proper number of graduate or undergraduate hours, subject to the limitations in provision #3.

2. The pay differential for graduate hours shall be:

BA + 12	\$500
BA + 24	\$550
MA	\$3,000
MA + 12	\$600
MA + 24	\$700
MA + 36	\$1,000* (at least 12 graduate hours must have been completed after September 1, 2005)

3. To advance from BA to BA + 12, teachers may use a combination of graduate and/or undergraduate hours. Beginning July 1, 2012, teachers who wish to advance beyond BA + 12 may only use graduate hours. Teachers hired prior to July 1, 2012, may use undergraduate hours earned prior to July 1, 2012, for the purposes of salary advancement.

4. The Board may issue extended contracts on a pro-rated basis. Contractual salaries for rural teachers who live in District housing may be raised by the amount of the rent charged in order to comply with federal law regarding taxable income. No individual negotiations may occur at any time pursuant to South Dakota State Law.

5. Special Education teachers may be called upon to provide instructional services to students whose IEP's require an extended school year. When such duty is assigned, the teacher will be paid at a rate established by the School Board, but not less than \$18.00 per hour.

6. An *ad hoc* committee composed of four (4) teachers, representative of the elementary, middle, high school, and special services, and four (4) individuals, representative of the administration, shall be formed to review the new state mandated evaluation instrument and process. The *ad hoc* committee will make recommendations to the President of MEA and the Superintendent on how to implement the evaluation process in Meade School District. The committee will not be activated until the state DOE formally approves the new instrument.

7. The District will explore the possibility/feasibility of implementing a district-wide substitute teacher calling program.

**EXTRA DUTY SCHEDULE**

CATEGORY	SALARY	EXPERIENCE DIFFERENTIAL (14 years maximum)
1	\$4,838	\$83 per year
2	\$3,396	\$57 per year
3	\$2,801	\$52 per year
4	\$2,190	\$41 per year
5	\$1,894	\$36 per year
6	\$1,097	\$21 per year

1. Head HS Boys Basketball, Head HS Girls Basketball, Head HS Football, Head HS Volleyball, Head HS Wrestling, Head HS Track, HS FFA Advisor, Head HS Comp Cheer/Fall Sideline Cheer, HS Head Cross Country, Middle School Activities Director, Strength and Conditioning Coach, Head HS/MS Debate Coach, Head HS Drama Coach
2. Assistant HS Boys Basketball (JV and C), Assistant HS Girls Basketball (JV and C), Assistant HS Football (JV and C), Assistant HS Volleyball (JV and C), Assistant HS Wrestling, Assistant HS Track, Assistant HS Cross Country, Head HS Boys Golf, Head HS Girls Golf, Head HS Girls Soccer, Head HS Boys Soccer, HS Drama Musical (Split), Head HS Dance, HS Band Director, HS/MS Assistant Debate Coach, District Calendar Coordinator
3. Assistant HS Boys Soccer, Assistant HS Girls Soccer, HS Yearbook Advisor, HS Student Council, MS Student Council, HS Vocal Director, HS Winter Sideline Cheer, HS Oral Interp (Declam)
4. Head MS Boys Basketball, Head MS Girls Basketball, Head MS Football, Head MS Cross Country, Head MS Track, Head MS Wrestling, Head MS Volleyball, Special Olympics Coach, HS FCCLA Advisor, HS Senior Class Advisor (Split), HS Junior Class Advisor (Split), Head MS Drama
5. Assistant MS Football, Assistant MS Boys Basketball, Assistant MS Girls Basketball, Assistant MS Wrestling, Assistant MS Volleyball, Assistant MS Track, Assistant MS Cross Country, Rural Volleyball Coach, Rural Boys Basketball Coach, Rural Girls Basketball Coach, Rural Track Coach, MS Band Director, ProStart
6. MS Debate, HS Knowledge Bowl, MS Knowledge Bowl, MS Vocal Music, MS Yearbook, HS Pep Club Advisor

Persons wishing to have a position moved to a different category must submit a written request with justification to both negotiating bodies by January 1st.

The experience differential for returning coaches shall be applied in the same sport or activity only and shall be retroactive to a maximum of five (5) years beginning with the 2008-09 school year. The experience differential for new coaches shall be applied in the same sport or activity only (subject) to a maximum of five (5) years.



## **SEPARATION FROM EMPLOYMENT**

### **ON NOTICE STATUS**

If a situation should develop involving a possible recommendation of probationary contract, or non-renewal of contract, the teacher will be informed by the principal that he/she is classified as ON NOTICE. The teacher will be advised in writing relative to the areas in which improvement is necessary. ON NOTICE status applies to teachers who are in their fourth or subsequent year of employment in the District.

### **PROBATIONARY CONTRACT**

A teacher in his/her fourth or subsequent year of employment in the District, whose work is not satisfactory, may be placed on one year's probation upon the recommendation of administrators and approval by the School Board. In such case, the teacher shall remain at the same salary for the year just completed.

A teacher may be placed on probation not to exceed one year.

### **TERMINATION AND NON-RENEWAL OF CONTRACT**

The legal provisions applying to termination and non-renewal of a teacher's contract are contained in SDCL 13-43-6.1 to SDCL 13-43-6.6, inclusive.

### **RESIGNATIONS**

Resignations shall be in writing and directed to the Superintendent of Schools and referred by him to the School Board.

### **LIQUIDATED DAMAGES**

If the teacher request to be released from his/her individual teaching contract prior to its terminal date, and the School Board agrees to the release, the School District may withhold monies due the teacher or collect from the teacher the sum of five hundred dollars (\$500.00) as liquidated damages if such termination occurs after June 1<sup>st</sup>, one thousand dollars (\$1,000.00) after June 15<sup>th</sup>, two thousand dollars (\$2,000.00) after July 1<sup>st</sup>, three thousand dollars (\$3,000.00) after August 1<sup>st</sup>.

Meade School District 46-1

REQUEST FOR LEAVE OF ABSENCE

I, \_\_\_\_\_, request an unpaid leave of absence from position as \_\_\_\_\_ at \_\_\_\_\_ from \_\_\_\_\_ (Date) to \_\_\_\_\_ (Date)

Reason(s) for leave: \_\_\_\_\_

Benefit(s) to District: \_\_\_\_\_

Other comments or circumstances (optional): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_ I recommend approval \_\_\_\_\_ I do not recommend approval

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent: \_\_\_\_\_ I recommend approval \_\_\_\_\_ I do not recommend approval

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Board: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Disapproved \_\_\_\_\_ Approved

President's Signature: \_\_\_\_\_

STATE OF SOUTH DAKOTA  
COUNTY OF MEADE

TEACHER CONTRACT

THIS AGREEMENT, executed in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, party of the first part and Meade School District 46-1 of Meade County, a public school corporation, party of the second part.

WITNESSETH, that the party of the first part, certifying to be the holder of a valid South Dakota certificate agrees to assignment in the District during the regular school term beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in accordance with the instructions of and under the superintendency of the Superintendent of said school district, for and in consideration of:

to be paid in twelve equal successive monthly installments each calendar month, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. Said payments may be made by the second party by check to be accepted by the first party at face value. Additional compensation will be allowed for extra services as per approved schedule.

The party of the first part is to perform all duties assigned by the party of the second part under the supervision of its Superintendent of Schools and in accordance with the provisions of the laws of the State of South Dakota, school policy, the applicable Negotiate Agreement between the Meade Education Association and Meade School District 46-1, and all administrative directives relating to the duties of the party of the first part.

PARTY OF THE FIRST PART:

SCHOOL BOARD:

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

Business Manager

To be valid this contract must be returned to the Superintendent by \_\_\_\_\_

Education Differential\_\_\_\_\_

**REDUCTION IN FORCE  
Staff Assessment Tool**

**Certification**

- Meets certification and highly qualified standards for assignment\_\_\_\_ 4 pts.
- Does not meet certification or highly qualified standards\_\_\_\_\_ 0 pts.
- Scope of academic certification\_\_\_\_\_ +2 pts.
- Scope of co-curricular certification\_\_\_\_\_ +1 pt.

**Education**

- BA\_\_\_\_\_ 1 pt.
- BA+12\_\_\_\_\_ 2 pts.
- BA+24\_\_\_\_\_ 3 pts.
- MA\_\_\_\_\_ 4 pts.
- MA +12\_\_\_\_\_ 5 pts.
- MA+24 or more\_\_\_\_\_ 6 pts.

**Experience**

- 1-3 years\_\_\_\_\_ 1 pt.
- 4-7 years\_\_\_\_\_ 2pts.
- 8-11 years\_\_\_\_\_ 3 pts.
- 12+ years\_\_\_\_\_ 4 pts.
- In-district experience bonus
  - 5-10 years\_\_\_\_\_ +1 pt.
  - 11+ years\_\_\_\_\_ +2 pts.

**Evaluation\***

Performance in the Proficient/Distinguished range\_\_\_\_\_ 13 pts.

Performance in the Basic range\_\_\_\_\_ 9 pts.

Performance in the Unsatisfactory range\_\_\_\_\_ 4 pts.

**Administration Recommendation\***

Very high recommendation\_\_\_\_\_ 6 pts.

High recommendation\_\_\_\_\_ 4 pts.

Good recommendation\_\_\_\_\_ 2 pts.

\*Recommendations are made by the building principal/program director who supervises the teacher.

Maximum number of points:                      35

Minimum number of points:                      8

## **Supplementary Information**

- Non-Discrimination Information
  - 2013-14 School Calendar
  - School Board Policy File: GBED\* -- "Use of Alcohol and other drugs by Employees (Drug-Free Workplace Policy)
  - Grievance procedure for Title VI, Title IX, Title X, Part C, Section 504, ADA, and Age Discrimination Act (File: GBMA\*)
  - School Board Policy File: GBEE\* -- "Sexual Harassment" Meade School Board Policy
  - Evaluation Forms
- 

### **NONDISCRIMINATION**

The Meade School District does not discriminate on the basis of gender, color, disability, national origin, race, religion, creed, homelessness, marital status, pregnancy or age in the education programs or activities it offers or to admission to or employment in its education programs or activities. Inquiries concerning Title VI or Title IX may be referred to Jeff Ward, 1230 Douglas Street, Sturgis, SD 57785, 605-347-4454. Inquiries concerning ADA may be referred to Brett Burditt, 1230 Douglas Street, Sturgis, SD 57785, 605-347-2523. Inquiries concerning Section 504 may be directed to Deb Wilburn-Kerstiens, 1230 Douglas Street, Sturgis, SD 57785, 605-347-4770. Inquiries concerning Title X, Part C may be directed to Chrissy Peterson, 1230 Douglas Street, Sturgis, SD 57785, 605-347-4770. Inquiries may also be directed to the Kansas City Office, Office of Civil Rights, US Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, 816-268-0550, Fax: 816-823-1404, TDD: 877-521-2172, Email: OCR.KansasCity@ed.gov

### **Federal Acts Designed to Eliminate Discrimination**

Title VI is part of the Civil Rights Act of 1964 that indicates that no person in the United States shall be subject to discrimination under any program or activity receiving Federal financial assistance.

Title IX is part of the Education Amendments of 1972 which is designed to eliminate (with exception) discrimination on the basis of sex in any educational program or activity receiving Federal financial assistance.

Title X, Part C is part of the McKinney-Vento Homeless Education Assistance Improvements Act of 2001 which is designed to eliminate discrimination on the basis of homelessness in any educational program or activity receiving Federal financial assistance.

Section 504 states that no qualified individual with a disability in the United States shall be excluded from, denied the benefits of, or be subjected to discrimination under any program or activity that receives Federal financial assistance.

ADA, Title II is part of the Americans with Disabilities Act of 1990 which is designed to enforce equal opportunity access to programs, services, and activities through specific architectural standards to avoid discrimination.

The Age Discrimination in Employment Act of 1967 is designed to prohibit age discrimination in employment.

### **Accessibility Contingency Plan**

In the case of an emergency, Meade School District staff will be assigned to assist students with a disability to ensure that they are able to get to safety and be with their class at the appropriately assigned area. In order to facilitate participation, accommodations will be made on an individual basis. Each disability is unique; the reasonable accommodations principal should be applied on a case by case basis for both students and staff. The 504 Coordinator will work with Meade staff to coordinate who may need additional assistance in the case of an emergency. The ADA Coordinator may refer issues regarding accessibility and accommodations for students to the student services department. If further information is needed, please contact Deb Wilburn-Kerstiens, 504 Coordinator, at 605-347-4770 or Brett Burditt, ADA Coordinator, at 605-347-2523.

**USE OF ALCOHOL AND OTHER DRUGS BY EMPLOYEES (DRUG-FREE WORKPLACE POLICY)**

The District prohibits the unlawful manufacturing, distributing, selling, dispensing, possessing, using, or being under the influence of alcohol and/or other drugs in the workplace.

Any employee who violates this policy will be subject to disciplinary action which may include dismissal and referral for prosecution. It shall be a condition of employment in the District that each employee must abide by the terms of this policy and shall notify the Superintendent of any criminal alcohol and/or drug statute conviction for any alcohol and/or drug violation no later than five (5) days after conviction. Within thirty (30) days after receipt of such notification, one of the following actions shall be taken:

- a) Appropriate personnel actions, including possible suspension or termination.
- b) Requiring the employee to participate satisfactorily in an alcohol and/or other drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. An employee who requests assistance shall be provided a listing of the regional treatment facilities or agencies to assist him/her in their choice of a service provider.
- c) Possible referral for prosecution.

A copy of this policy will be provided to each new employee. This policy will be reviewed annually with all employees in each administrative unit and will be incorporated into all employee handbooks.

All convictions of employees for violating any criminal drug statutes shall be reported to the federal agencies that provide grants to the District, as required by law.

When an on-duty staff member has consumed alcohol off school property and/or before a school activity, the staff member will not be allowed on school property or to participate in school activities. Staff members who violate this regulation will be subject to the same disciplinary sanctions as for possession or consumption on school property.

**Reasonable Suspicion**

A. The District may request an employee to undergo drug and alcohol testing if there is a reasonable suspicion that the employee is under the influence of, or has drugs or alcohol in his or her system during work hours. There shall be no random testing. Circumstances which constitute a basis for determining a reasonable suspicion may include, but are not limited to:

- 1. A pattern of abnormal or erratic behavior which is so unusual that it warrants summoning a supervisor, department head, or someone else for assistance.
- 2. Information provided by a reliable and credible source with personal knowledge.
- 3. Direct observation of drug or alcohol use.
- 4. Presence of the physical symptoms of drug or alcohol use, i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes.
- 5. The possession of substances in violation of the District's drug and alcohol policy.

B. The employee may be asked to submit to blood and urine testing by a qualified medical physician or hospital at District's expense and on District's time. A group representative may be present during the discussion if the employee so requests. Prior to testing, the administrator or supervisor shall secure a signed release statement from the employee to have the hospital/physician release medical information to the District.

The employee who refuses to consent to a drug and alcohol test when reasonable suspicion of drug or alcohol use has been identified may be subject to disciplinary action based upon the facts and circumstances that led to the reasonable suspicion.



C. A positive result from the drug and/or alcohol analysis may result in disciplinary action. The District retains the right to discipline and terminate from employment any employee testing positive for drug/alcohol use, without first having to offer that employee an opportunity for treatment or rehabilitation.

D. Supervisors are required to detail in writing the specific facts, symptoms or observations which form the basis for their determination that a reasonable suspicion existed to warrant the testing of an employee.

### **Testing Procedures**

Drug/alcohol testing will be done within two hours or as soon as possible following request for testing.

Sturgis Regional Health has been selected to provide drug/alcohol testing. The selection of a single laboratory will insure one standard chain of custody procedure and consistency of processing throughout the District. The District may use its discretion to select an alternate laboratory if it feels Sturgis Regional Health cannot meet the requirements of the testing.

The administrator, supervisor, or school liaison officer will escort the employee to the Sturgis Regional Health or alternate facility for testing. If after testing the employee is deemed unfit to continue working, he/she will be suspended pending further investigation and the results of the drug/alcohol testing.

The results of such testing shall be given to the Office of the Superintendent. The Superintendent and the administrator or supervisor will meet with the employee to discuss the situation, test results, and future actions.

Nothing contained herein shall prohibit the District from requiring an employee to submit to a portable breath test and/or a blood test in the case of suspected alcohol use.

The employee may request that re-testing be done at a facility of his/her own choosing. Such re-testing must be done on the same sample as was originally tested and at the employee's own expense.

Any attempt to falsify test samples or results shall be grounds for immediate dismissal.

### **Confidentiality**

Information obtained on individuals as part of the drug screening test or pursuant to this policy will be disclosed only to those persons having legitimate need for it. Medical records pertaining to drug or alcohol use are confidential, and access to such records shall be in accordance with the District policy. Medical records are not kept in the personnel file.

**GRIEVANCE PROCEDURE FOR TITLE VI, TITLE IX, TITLE X, Part C, SECTION 504, ADA,  
AND AGE DISCRIMINATION ACT**

Any person who believes that Meade School District 46-1 or any part of the school organization has inequitably applied the principles and/or regulations of Title VI, Title IX, Title X, Part C, Section 504, ADA, or the Age Discrimination Act may file a grievance. The District coordinators for each of these programs are Title VI and Title IX-Jeff Ward, 605-347-4454, ADA-Brett Burditt, 605-347-2523, Section 504-Deb Wilburn-Kerstiens, 605-347-4770, Title X, Part C-Chrissy Peterson, 605-347-4770. The grievant should contact the appropriate coordinator to initiate the grievance procedure.

The grievant first shall discuss the alleged grievance informally with the coordinator, who shall investigate the complaint and reply to the grievant within five (5) business days. If the reply is not acceptable, the grievant may initiate formal procedures according to the following steps:

LEVEL I -- The grievant shall submit a written statement of the grievance to the coordinator within five (5) business days of the receipt of the reply to the informal complaint.

The coordinator, within five (5) business days of receipt of the written grievance, shall require the employee or group who allegedly committed the grievance to submit a written grievance answer to the coordinator. Such answer shall a) confirm or deny each fact alleged in the grievance; b) indicate the extent to which the grievance has merit; and c) indicate acceptance or rejection of any desired redress specified by the grievant, or outline an alternative proposal for redress. Within ten (10) business days of the receipt of the written grievance, the coordinator shall submit a written reply to the grievant.

LEVEL II --- If the grievant is not satisfied with the resolution of the grievance at Level I, he/she may submit a written statement of appeal to the Superintendent within five (5) business days of receipt of the written reply of the coordinator. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the grievant within ten (10) business days.

LEVEL III -- If the grievant remains unsatisfied, he/she may submit a written statement of appeal to the School Board within five (5) business days of receipt of the written reply of the Superintendent. The School Board shall meet with the concerned parties and/or their representatives no later than the next regular School Board meeting following receipt of the appeal. A copy of the Board's disposition of the appeal shall be sent to the grievant within ten (10) business days of the meeting.

LEVEL IV -- If the grievant still is not satisfied, he/she may appeal to the Kansas City Office, Office for Civil Rights, U. S. Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, 816-268-0550, Fax: 816-823-1404, TDD: 877-521-2172, Email: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)

Special provisions:

- 1) A grievance must be filed within forty-five (45) days after the occurrence that gave rise to the grievance. If the grievance is not filed within this time limit, it shall be considered null and void.
- 2) If the grievant fails to appeal from Level I to Level II or from Level II to Level III within the specified time limits, the grievance shall be considered null and void. If the coordinator or the Superintendent fails to reply within the specified time limits, the grievance shall automatically advance to the next Level.
- 3) The grievant has the right to be represented at his/her expense by knowledgeable persons, organizations, or groups of his/her selection at any point during the initiation, filing, or processing of the grievance. The coordinator shall provide help in identifying such knowledgeable persons or groups.
- 4) The District shall provide assistance to the grievant, including access to copies of the regulations, related guidelines, memoranda, and other relevant materials supplied to the District by the Federal government, and access to public grievance records. In addition, the coordinator and designated representatives shall provide consultation and assistance in the interpretation of such information and the use of the grievance procedure.

- 5) The grievant and the District shall jointly determine whether any grievance hearing or other grievance procedure shall be open to the public or open only to participants.
- 6) No person shall be subject to discharge, suspension, discipline, harassment, or any form of discrimination for having utilized or having assisted others in the utilization of this grievance procedure.
- 7) It should be understood that a complaint can be made to the Office for Civil Rights without following the District's grievance procedure, but the grievance procedure provides a method for getting a prompt and equitable resolution of a complaint.

**Meade School Board Policy File:  
GBEE\* SEXUAL HARASSMENT**

I. It is the policy of Meade School District 46-1 to maintain a learning and working environment that is free from sexual harassment. It shall be a violation of this policy for any member of the Meade 46-1 staff to harass another staff member or student through conduct or communication of a sexual nature as defined in Section II. It shall also be a violation of this policy for students to harass other students through conduct or communications of a sexual nature as defined in Section II.

II. Sexual harassment shall consist of unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical contact of a sexual nature when made by a member of the school staff to a student, a member of the school staff or another staff member, a student to another student, or a student to a staff member. Such behavior constitutes sexual harassment when any of the following statements apply:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education;
- b. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual;
- c. Such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile, or offensive employment or educational environment.

III. Sexual harassment, as set forth in Section II, may include, but is not limited to, the following:

- a. Verbal harassment or abuse
- b. Pressure for sexual activity
- c. Repeated remarks to a person with sexual or demeaning implications
- d. Unwelcome touching
- e. Suggesting or demanding sexual involvement accompanied by implicit or explicit threats concerning one's grades, job, etc.

IV. Any person who alleges sexual harassment by any staff member or student in the District may contact the Title IX Coordinator, Jeff Ward, at 605-347-4454 or may complain directly to his/her immediate supervisor or building principal. In the event that the complaint is filed directly with the immediate supervisor or building principal, the immediate supervisor or building principal shall conduct a timely investigation into the matter and shall report the results of the investigation to the Superintendent. Any subsequent action taken shall be consistent with the results of the investigation and with Section V of this policy should the charges be substantiated. Filing of a Title IX grievance or otherwise reporting sexual harassment will not reflect upon the individual's status nor will it affect future employment, grades, or work assignments. The right of confidentiality, both of the complainant and of the accused, will be respected, consistent with the District's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

V. A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action, up to and including discharge. A substantiated charge against a student in the District shall subject that student to disciplinary procedures.

VI. This policy will be reviewed on an annual basis with all employees and students in each administrative unit and incorporated into teacher and student handbooks. Information on the prevention of sexual harassment will be provided to teachers and students in all schools as needed.

Form A1  
 MEADE SCHOOL DISTRICT 46-1  
 Evaluation of Head Coaches and Activity Advisers

Coach \_\_\_\_\_ Assignment \_\_\_\_\_

Season & Date \_\_\_\_\_ School \_\_\_\_\_

Rating Interpretations: 1-- Meets Standard 2-- Needs Improvement 3-- Not Observed

1. Planning and organization:

- |                                                                                                                                                                                |   |   |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| a. Is punctual in submitting participant lists, parents' permission slips, physical slips, and year-end reports.                                                               | 1 | 2 | 3 |
| b. Completes administrative work, i.e., insurance forms, rules and regulations, eligibility lists, and program information in a professional manner.                           | 1 | 2 | 3 |
| c. Provides for care of equipment including issue, Inventory, repair, and storage.                                                                                             | 1 | 2 | 3 |
| d. Maintains communication with Activities Director regarding events within the sport including practice schedules and discipline problems.                                    | 1 | 2 | 3 |
| e. Informs principals in advance when a substitute is needed.                                                                                                                  | 1 | 2 | 3 |
| f. Works cooperatively to submit budget requests and related items.                                                                                                            | 1 | 2 | 3 |
| g. Advises athletes of training rules, codes, lettering policy and expectations with consequences in writing at onset of season and files the same with the Activities office. | 1 | 2 | 3 |

2. Interpersonal Relationship Skills:

- |                                                                                                                                            |   |   |   |
|--------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| a. Maintains open and professional relationship with the Activities Director.                                                              | 1 | 2 | 3 |
| b. Develops rapport with the athletic coaching staff.                                                                                      | 1 | 2 | 3 |
| c. Develops rapport with athletes and students.                                                                                            | 1 | 2 | 3 |
| d. Develops and maintains positive relationships newspaper staff, radio and television announcers, booster clubs, parents, and spectators. | 1 | 2 | 3 |
| e. Demonstrates an interest in athletes in classroom activities and off-season activities.                                                 | 1 | 2 | 3 |
| f. Respects and supports other coaches and athletes during their seasonal sports                                                           | 1 | 2 | 3 |

3. Knowledge of Instructional Skill and Technique, Knowledge of Students, Athletes and Learning

- |                                                                                         |   |   |   |
|-----------------------------------------------------------------------------------------|---|---|---|
| a. Prepares for daily practices with staff to plan maximum instruction and time use.    | 1 | 2 | 3 |
| b. Demonstrates individual and team discipline and control.                             | 1 | 2 | 3 |
| c. Provides for individual and group instruction to fit the needs of student athletes.  | 1 | 2 | 3 |
| d. Demonstrates fairness, understanding, and empathy toward student athletes.           | 1 | 2 | 3 |
| e. Is innovative in using new coaching techniques and ideas.                            | 1 | 2 | 3 |
| f. Uses accepted and proven coaching techniques to coach and instruct student athletes. | 1 | 2 | 3 |
| g. Demonstrates ability to provide acceptable administration of locker room.            | 1 | 2 | 3 |
| h. Shows good judgment in coaching responsibilities and decisions.                      | 1 | 2 | 3 |

4. Personal and Professional Qualities:

- |                                                                                        |   |   |   |
|----------------------------------------------------------------------------------------|---|---|---|
| a. Participates in classes and workshops to improve professional knowledge and skills. | 1 | 2 | 3 |
| b. Demonstrates support for all school rules regarding student athletes and programs.  | 1 | 2 | 3 |

- |                                                                                                                                                                |   |   |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| c. Demonstrates support for the school philosophy regarding student athletes and programs.                                                                     | 1 | 2 | 3 |
| d. Uses modeling to convey acceptable appearance, manners, behavior, speech, and interest.                                                                     | 1 | 2 | 3 |
| e. Is punctual in meeting with team for practices and games.                                                                                                   | 1 | 2 | 3 |
| f. Cooperates in plans and use of facilities for practice and contests.                                                                                        | 1 | 2 | 3 |
| Demonstrates enthusiasm and vitality in coaching assignment.                                                                                                   | 1 | 2 | 3 |
| h. Uses proper sequence and accepted line of communication when dealing with subordinates and superiors.                                                       | 1 | 2 | 3 |
| i. Respects the different roles of the assistants and appreciates their contributions to the total team effort.                                                | 1 | 2 | 3 |
| j. Demonstrates self-control and poise in all areas relating to coaching responsibilities including sideline conduct at contests toward players and officials. | 1 | 2 | 3 |

NARRATIVE SUMMARY (strengths, areas of improvement, and/or goals):

Signing shall not imply agreement by the coach to the evaluation, but merely indicates a conference was held and the above discussed.

\_\_\_\_\_

Staff Member's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Evaluator's Signature

\_\_\_\_\_

Date

Form A2  
 MEADE SCHOOL DISTRICT 46-1  
 Evaluation of Assistant Coaches

Coach \_\_\_\_\_ Assignment \_\_\_\_\_ Date \_\_\_\_\_

Rating Interpretations: 1-- Meets Standard 2-- Needs Improvement 3—Not Observed

- |                                                                                                                                                                     |   |   |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| 1. Demonstrates loyalty to the head coach.                                                                                                                          | 1 | 2 | 3 |
| 2. Demonstrates care for equipment and materials.                                                                                                                   | 1 | 2 | 3 |
| 3. Demonstrates knowledge and understanding of the assigned sport.                                                                                                  | 1 | 2 | 3 |
| 4. Demonstrates instructional coaching skill.                                                                                                                       | 1 | 2 | 3 |
| 5. Demonstrates ability to motivate players within the philosophy of the District                                                                                   | 1 | 2 | 3 |
| 6. Develops rapport with and among athletes.                                                                                                                        | 1 | 2 | 3 |
| 7. Demonstrates intensity and interest in coaching the assigned sport                                                                                               | 1 | 2 | 3 |
| 8. Supervises athletes within the philosophy of the District.                                                                                                       | 1 | 2 | 3 |
| 9. Develops rapport with and among the coaching staff.                                                                                                              | 1 | 2 | 3 |
| 10. Demonstrates willingness to assume extra duties that assist the head coach.                                                                                     | 1 | 2 | 3 |
| 11. Seeks opportunities to grow professionally.                                                                                                                     | 1 | 2 | 3 |
| 12. Demonstrates proficiency in first aid and safety procedures.                                                                                                    | 1 | 2 | 3 |
| 13. Attends appropriate rules interpretation meeting(s) dealing with the sport                                                                                      | 1 | 2 | 3 |
| 14. Files with the Activities Director a physical examination and a parental permission slip for each squad member prior to that squad member's participation.      | 1 | 2 | 3 |
| 15. Submits rosters to the Activity office, keeps office informed of roster updates, and checks eligibility certification of athletes prior to their participation. | 1 | 2 | 3 |

NARRATIVE SUMMARY (strengths, areas of improvement, and/or goals):

Signing shall not imply agreement by the assistant coach to the evaluation, but merely indicates a conference was held and the above discussed.

\_\_\_\_\_  
 Activities Director

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Head Coach

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Coach/Adviser

\_\_\_\_\_  
 Date

**FORM A**  
**MEADE SCHOOL DISTRICT 46-1**  
**CONFIDENTIAL**  
**EVALUATION OF LIBRARY MEDIA SPECIALISTS/LIBRARIANS**

Library Media Specialist/Librarian: \_\_\_\_\_  
 Building: \_\_\_\_\_ Evaluation No.: \_\_\_\_\_ Year: \_\_\_\_\_

Observation Date: \_\_\_\_\_  
 Administrator: \_\_\_\_\_

Rating Interpretations:  
 1-Exceeds Standard, 2-Meets Standard, 3-Needs Improvement, 4-Does Not Meet Standard  
 Narrative comments required for all "3" and "4" ratings.

**1.0 ADMINISTRATION/MANAGEMENT/ORGANIZATION/SUPERVISION**

1.1	Manages an annual library media budget that balances print and non-print materials.	1	2	3	4
1.2	Processes new materials such as books, periodicals, and non-print materials for shelves and enters bibliographic data into catalog.	1	2	3	4
1.3	Provides and maintains a comprehensive and efficient system of cataloging and classifying resources.	1	2	3	4
1.4	Applies new technologies to the library media program and services.	1	2	3	4
1.5	Makes resources available to students and teachers.	1	2	3	4
1.6	Develops circulation, selection, loan, and use procedures.	1	2	3	4
1.7	Provides an effective arrangement of space and furnishings in the library media center to create a positive and inviting atmosphere conducive to learning.	1	2	3	4
1.8	Arranges for flexible scheduling of facilities and resources to meet the needs of individuals, small groups, and large groups.	1	2	3	4
1.9	Selects and orders materials according to district policy.	1	2	3	4
1.10	Maintains accurate and up-to-date inventory of all library media materials and equipment.	1	2	3	4
1.11	Coordinates the use and distribution of building instructional technologies.	1	2	3	4
1.12	Trains student aides and volunteers.	1	2	3	4
1.13	Provides statistical information as requested.	1	2	3	4
1.14	Develops goals for the library media center.	1	2	3	4
1.15	Adheres to applicable federal, state, and district policies and regulations.	1	2	3	4

Narrative Comments:

**2.0 INSTRUCTIONAL**

2.1	Instructs users in learning the skills of information location, access, evaluation, and use.	1	2	3	4
2.2	Instructs users in the selection, location, and use of technology and equipment.	1	2	3	4
2.3	Promotes the use of technology as an information resource.	1	2	3	4
2.4	Instructs students on the use both print and non-print resources.	1	2	3	4
2.5	Recommends titles which encourage students to read books for enjoyment.	1	2	3	4
2.6	Instructs library users to be discerning, responsible, and ethical users of information.	1	2	3	4
2.7	Provides orientation to the library media center for all users.	1	2	3	4
2.8	Conducts in-service activities as needed or requested to provide information to teachers about educational media and technology.	1	2	3	4
2.9	Compiles bibliographies and resource lists needed to support the instructional program.	1	2	3	4

Narrative Comments:

**3.0 COMMUNICATION**

3.1	Regularly informs staff, students, and parents of available resources,	1	2	3	4
3.2	Consults with staff members when selecting materials.	1	2	3	4
3.3	Participates as a member of the instructional team in planning, delivering, and evaluating collaborative instruction.	1	2	3	4
3.4	Works cooperatively with all staff.	1	2	3	4
3.5	Advocates for the importance of the library media center and its impact on the learning community.	1	2	3	4

Narrative Comments:



**4.0 PROFESSIONALISM**

4.1	Accesses literature, training, and organizations for professional growth.	1	2	3	4
4.2	Knowledgeable about national and state legislation affecting school library media programs.	1	2	3	4
4.3	Coordinates interactions with other libraries.	1	2	3	4
4.4	Maintains professional appearance.	1	2	3	4
4.5	Demonstrates a good record of attendance, punctuality, and time management.	1	2	3	4
4.6	Handles interactions with all patrons in a professional, ethical manner.	1	2	3	4
4.7	Provides leadership in achieving district mission and goals	1	2	3	4

Narrative Comments:

Library Media Specialist/Librarian Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signing shall not imply agreement by the library media specialist/librarian to the evaluation, but merely indicates a conference was held and the above discussed.

FORM B  
 CONFIDENTIAL  
 Evaluation of Counselors

Rating Interpretations: 1 – Exceeds Standards, 2 – Meets Standards, 3- Area to be Developed Further, 4 – Does Not Meet Standards.  
 Narrative comments required for all “3” and “4” ratings.

Counselor: \_\_\_\_\_ Building: \_\_\_\_\_

Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

**1.0 The professional counselor plans, organizes and delivers the school counseling program.**

1.1	The professional school counselor demonstrates interpersonal relationships with students.	1	2	3	4
1.2	The professional school counselor demonstrates positive interpersonal relationships with educational staff.	1	2	3	4
1.3	The professional school counselor demonstrates positive interpersonal relationships with parents or guardians.	1	2	3	4
1.4	The professional school counselor organizes an efficient program that maximizes direct service to students.	1	2	3	4

Narrative:

**2.0 The professional school counselor implements the school guidance curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.**

2.1	The professional school counselor teaches school guidance units effectively.	1	2	3	4
2.2	The professional school counselor develops materials and instructional strategies to meet student needs and school goals.	1	2	3	4
2.3	The professional school counselor encourages staff involvement to ensure the effective implementation of the school guidance program.	1	2	3	4

Narrative:

**3.0 The professional school counselor implements individual planning by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.**

- |     |                                                                                                                                                                   |   |   |   |   |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|
| 3.1 | The professional school counselor, in collaboration with parents or guardians, helps students establish goals and develop and use planning skills.                | 1 | 2 | 3 | 4 |
| 3.2 | The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information. | 1 | 2 | 3 | 4 |

Narrative:

**4.0 The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.**

- |     |                                                                                                                                            |   |   |   |   |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|
| 4.1 | The professional school counselor counsels individual students and small groups of students with identified needs and concerns.            | 1 | 2 | 3 | 4 |
| 4.2 | The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals. | 1 | 2 | 3 | 4 |
| 4.3 | The professional school counselor implements an effective referral process with administrators, teachers and other school personnel.       | 1 | 2 | 3 | 4 |

Narrative:

**5.0 The professional school counselor provides system support through effective school counseling program management and support for other educational programs.**

- |     |                                                                               |   |   |   |   |
|-----|-------------------------------------------------------------------------------|---|---|---|---|
| 5.1 | The professional school counselor provides support for other school programs. | 1 | 2 | 3 | 4 |
|-----|-------------------------------------------------------------------------------|---|---|---|---|

Narrative:

**6.0 The professional school counselor effectively communicates the counseling department management system and the program action plans with the school administrator.**

- |     |                                                                                                                                                                          |   |   |   |   |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|
| 6.1 | The professional school counselor communicates the qualities of the school counselor management system with the other members of the counseling staff and has agreement. | 1 | 2 | 3 | 4 |
| 6.2 | The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.                                      | 1 | 2 | 3 | 4 |

Narrative:

**7.0 The professional school counselor collects and analyzes data to guide program direction and emphasis.**

- |     |                                                                                                                                |   |   |   |   |
|-----|--------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|
| 7.1 | The professional school counselor uses school data to make decisions regarding student choice of classes and special programs. | 1 | 2 | 3 | 4 |
| 7.2 | The professional school counselor uses data from the program to make decisions regarding program revisions.                    | 1 | 2 | 3 | 4 |
| 7.3 | The professional school counselor analyzes data to ensure student has equity and access to a rigorous academic                 | 1 | 2 | 3 | 4 |
| 7.4 | The professional school counselor understands and uses data establish goals and activities to close the gap.                   | 1 | 2 | 3 | 4 |

Narrative:

**8.0 The professional school counselor monitors the students on a regular basis as they progress in school.**

- |     |                                                                                                                          |   |   |   |   |
|-----|--------------------------------------------------------------------------------------------------------------------------|---|---|---|---|
| 8.1 | The professional school counselor is accountable for monitoring students' academic progress                              | 1 | 2 | 3 | 4 |
| 8.2 | The professional school counselor implements monitoring systems appropriate to the individual school.                    | 1 | 2 | 3 | 4 |
| 8.3 | The professional school counselor develops appropriate interventions for students as needed and monitors their progress. | 1 | 2 | 3 | 4 |

Narrative:

**9.0 The professional school counselor develops a result-based evaluation for the program.**

- |     |                                                                                                                                                                      |   |   |   |   |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|
| 9.1 | The professional school counselor measures results attained from school guidance curriculum and closing the gap activities.                                          | 1 | 2 | 3 | 4 |
| 9.2 | The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared. | 1 | 2 | 3 | 4 |
| 9.3 | The professional school counselor knows how to collect process, perception and results data.                                                                         | 1 | 2 | 3 | 4 |

Narrative:

<b>10.0</b>	<b>The professional school counselor is a student advocate, leader, collaborator and a systems-change agent.</b>				
10.1	The professional school counselor promotes academic success of students.	1	2	3	4
10.2	The professional school counselor promotes equity and access for students.	1	2	3	4
10.3	The professional school counselor takes a leadership role within the counseling department, the school setting, and the community.	1	2	3	4
10.4	The professional school counselor understands educational reform issues and works to close the achievement gap.	1	2	3	4
10.5	The professional school counselor collaborates with teachers, parents, and the community to promote academic success of students.	1	2	3	4
10.6	The school counselor builds effective teams by encouraging collaboration among all school staff.	1	2	3	4
10.7	The professional school counselor uses data to recommend systemic change in policy and procedures that limit or inhibit academic achievement.	1	2	3	4

Narrative:

<b>11.0</b>	<b>The professional school counselor adheres to the American School Counseling Association’s Code of Professional Ethics</b>	1	2	3	4
-------------	------------------------------------------------------------------------------------------------------------------------------	---	---	---	---

Overall Performance Comments by Evaluator:

Comments by School Counselor:

Signing shall not imply agreement by the counselor to the evaluation, but merely indicates a conference was held and the above discussed.

Evaluator

\_\_\_\_\_ Date \_\_\_\_\_

Counselor

\_\_\_\_\_ Date \_\_\_\_\_

Form I  
MEADE SCHOOL DISTRICT 46-1  
CONFIDENTIAL  
PLAN OF ASSISTANCE

DATE \_\_\_\_\_ EVALUATOR \_\_\_\_\_

STAFF MEMBER: \_\_\_\_\_

POSITION/ASSIGNMENT \_\_\_\_\_

BUILDING \_\_\_\_\_

I. Description of deficiency/ies observed:

II. General Statement for Plan of Assistance:

III. Program to be followed:

IV. Describe assistance to be offered:

VI. Monitoring Procedure:

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date