

ARTICLE I INTRODUCTION

A. INTRODUCTION

This agreement is entered into between the School Board of Iroquois School District 2-3, Iroquois, South Dakota and the Iroquois Education Association (IEA) pursuant to and in compliance with South Dakota Codified Law (SDCL) 3-18; it shall not include superintendent, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties.

B. EFFECTIVE DATES

The provisions of this agreement shall be continuously in force after approval for the **2024-2025** school year.

C. LEGALITIES OF AGREEMENT ARTICLES

If any article, section, or clause shall be found by a court of competent jurisdiction to be illegal, only that article, section, or clause shall be deleted. The parties will meet no later than ten (10) days after such holdings for the purpose of renegotiating the provision or provisions affected.

ARTICLE II FRINGE BENEFITS

A. SICK LEAVE

All teachers absent from duty on account of illness or injury shall be allowed full pay for a total of 10 days absence in any school year for the total accumulated sick leave. Sick leave is also granted when an employee is required to attend to the illness of a spouse, family, child and self. **After five consecutive days of illness/injury, a written document from the attending physician certifying the illness/injury that requires additional sick leave days must be presented to the superintendent upon return.** Other circumstances of serious illness or injury may be approved by the superintendent and/or school board.

Two days "per occurrence" shall be allowed in case of death in the teacher's immediate family. These days shall not be taken from the teacher's accumulated sick leave. Teacher's immediate family shall be defined as including father, mother, brother, sister, wife or husband, son, daughter, grandparents, in-laws for any of the above, nieces, nephews, aunts, uncles, any relative who has been responsible for raising him/her, and any member of the teacher's household.

When additional necessary medical leave is needed, any qualifying staff member who is earning sick leave may voluntarily transfer up to 16 days per contract year to any other qualifying staff member. Staff willing to donate must fill out a form signed by the donor, recipient, and business manager and get it approved by the superintendent.

B. ENTITLEMENT

Each teacher shall be entitled to an accumulation of the unused portion of each year's sick leave up to 75 days which shall be available to him/her in future years. Such accumulation record shall be reduced to seventy-five days at the end of the school year in which the employee accumulates a total of 75 days, subject to the provisions of Item C below.

C. MONETARY COMPENSATION

Upon accumulating 75 days of sick leave, a teacher will be paid annually \$45.00 per day of unused sick leave up to 10 days per year, such payment will be made in the June pay period at the end of the fiscal year.

D. PROFESSIONAL LEAVE

Two days of professional leave will be granted with prior consent of the principal, provided that a substitute teacher is available to assume the duties in the teacher's absence.

E. PERSONAL LEAVE

All teachers shall be allowed two days of personal leave and may accumulate up to a maximum of 3 days. Personal leave will be granted with prior consent of the principal, that a substitute teacher is available to assume the duties in the teacher's absence. Up to one day of personal leave may be carried over each year. Up to one day of unused personal leave may be paid at sub pay. A teacher with only one unused personal day can decide if they want to carry it over for the next year or be paid sub pay. The teacher is responsible for contacting the Business Manager by May 30th.

If all personal days have been used for any given school year, 4 sick leave days may be exchanged for 1 additional personal day per year with prior approval.

F. JURY DUTY AND SUBPOENA

A teacher selected or empanelled for jury duty and required to serve on a jury shall be excused from his/her teaching duties with full teaching pay and allowances, minus the salary received from the Judicial authority for performing such services. If a teacher is subpoenaed to testify for school related matters, excluding unfair labor practices, impasse/mediation, and grievances, the teacher shall be excused from his/her teaching duties with full teaching pay and allowances, minus the subpoena fee received from the Judicial authority for performing such services.

G. HEALTH INSURANCE

Each full-time teacher shall be provided, without cost to the employee, full single health insurance from a company mutually agreed upon by both parties. A meeting with all staff members will be held after the new rates are received. At that time, it will be decided if we wish to make any changes or to stay with the present health insurance company or look for a new provider of insurance. If no company is mutually agreed upon by 30 days prior to the expiration of a

medical/hospital contract, the administration shall select a company with the advice of all staff members.

For the **2024-2025** plan year, employees can choose from 3 SDSDBF plans: Plan 1, 4, or 7. Iroquois School will contribute 100% of the single Plan 1 rate. If an employee chooses Plan 7 and elects to open a Health Savings Account (HSA), Iroquois School will contribute the difference in the employee's Health Savings Account (HSA).

H. DENTAL INSURANCE

Each full-time teacher shall be provided, without cost to the employee, full single dental insurance from a health care mutually agreed upon by both parties.

I. LEAVES OF ABSENCE

A leave of absence of up to one (1) year without pay may be granted to any certified teacher who has reasonable need for such leave and who has been employed in the district for more than three years.

1. Any teacher wishing to take such leave shall submit written notification to his/her principal by April 15 of the preceding contract year or November 15 if leave is being requested for the second semester.

2. The principal shall, upon receiving written notification, contact the superintendent who will place the teacher on agenda of the next regular school board meeting.

3. The teacher wishing to take leave of absence shall present to the school board in executive session his/her reasons for said request. The teacher may be accompanied by an officer of the Iroquois Education Association if he/she so wishes.

4. The final approval or denial of leave of absence shall be a decision of the full board. The teacher shall receive written notification of the board's final decision by May 15 or December 15 if leave is requested for the second semester.

5. In all cases when leave is granted under this policy, any teacher receiving leave shall in no case lose seniority nor the sick leave which has accumulated in his/her account and shall retain this seniority and accumulated sick leave upon returning to active duty.

6. The return to duty after leave of absence shall comply with the following conditions:

a. The teacher must write the superintendent not later than November 1 in the fall semester or March 1 in the spring semester, prior to the expiration of leave, to notify him/her of his/her plans for the next

semester. Failure to comply with such notice requirements shall be construed as voluntary termination or employment on the part of the teacher. Unless an extension of leave is requested and granted, the teacher shall either return to duty at the expiration of his/her leave, or the board shall terminate his/her employment.

b. The board may, at its expense, request a physical examination by a physician designated by the superintendent to advise the board regarding the readiness of the teacher to resume his/her duties.

c. Teachers shall return to duty only at the beginning of the semester. If necessary, the teacher may request the board may extend the period of any leave to correspond to these conditions.

ARTICLE III SICK LEAVE BANK

PURPOSE: The sick leave bank was established in 1977. The purpose of the bank is to provide additional days over/above the member's accumulated sick leave days for long-term illness/disability.

A. ADMINISTRATION

Administration of the program will be conducted by the school business manager.

B. COMMITTEE

A committee will be formed each year to judge any sick leave request. The committee will consist of five (5) members. One member will be elected from each of the following: school board, administration, elementary building, secondary building, and non-certified personnel. Each representative must have at least one year of experience in the Iroquois School District. When the committee meets, all members must be present.

C. MEMBERSHIP

1. For membership in the sick leave bank each new member must contribute two (2) days per year for a minimum of two (2) years of employment. Membership becomes effective/active after the first contribution is made.

2. Contributions will continue, except by new members, until the bank is reduced to 200 days. If the committee determines a need to increase the number of days in the bank, the committee may require the participating members to renew eligibility by contributing additional days. (Exception: Members not having additional days to contribute may pledge days from next year's employment.) Any days remaining in the bank at the end of a school year will be carried over into the following school year.

D. APPLICATION TO THE BANK

1. Each contributing member may withdraw a maximum of fifty (50) days per year from the bank, providing a participating member has used his/her sick days accumulated.
2. Request for use of bank days must be accompanied by written documentation from the attending physician, certifying the disability/illness that requires additional sick leave days. The request must be submitted to a representative of the sick leave committee.
3. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.

E. WITHDRAWAL

A person withdrawing from membership in the bank will not be able to withdraw contributed days.

F. ANNUAL REVIEW

Sick leave policies will be reviewed every year by the committee. If changes are deemed necessary, contributing members must vote on the recommendations.

ARTICLE IV SALARY

A. BASE SALARY

Base salary for a degree teacher shall be \$49,000.00. Returning teachers will receive a 4% increase for the 2024-2025 school year. The contract term will be 175 days with 173 days in session. The Board, in its discretion, may have less than 173 days in session.

B. LIQUIDATED DAMAGES

If an employee terminates their teaching contract after signing the contract, the teacher shall pay to the district, as liquidated damages, through June 21, the sum of \$2000.00. From June 22 through July 21, the sum shall be \$3500.00. After July 21, the sum of \$7000.00 shall be paid. The above provisions may be waived by the Iroquois Board of Education.

C. CREDIT FOR HOURS

A teacher will be paid for graduate hours (or undergraduate hours with the prior written approval of the superintendent) beyond his/her BA or BS degree if these hours are in his/her major or minor teaching field or if the hours apply toward an MA in classroom teaching, and are in the teacher's subject area. All courses must be completed prior to the start of the school year in which the credit is to be applied. Transcript(s) that list these credits along with the teacher's written request need to be turned into the Business Manager on or before August 1st preceding the contract year they are to be applied.

Teachers will be paid according to the schedule listed below.

BA or BS	Salary Schedule
BA or BS + 15 Hours	\$1000.00 over Schedule
BA or BS + 30 Hours	\$1500.00 over Schedule
BA or BS + 45 Hours or National Board Certification	\$2000.00 over Schedule
Masters	\$2500.00 over Schedule
An additional \$750 will be earned for each additional 15 graduate hours.	

D. DEVIATIONS

The Iroquois Board of Education will have privilege of deviating from the negotiating salary in critical areas. The president of the Iroquois Teachers Association will be notified of such a deviation.

E. PAY SCHEDULE

Each teacher will receive his/her salary in 12 month pay periods by direct deposit on the 20th of each month.

New teachers will have the option to be paid in 13 installments their first year and in 12 installments each year after.

F. PAY FOR ADDITIONAL COURSEWORK

Certified teachers are provided an opportunity to broaden their area of certification, and if, in the opinion of the superintendent, such certification is clearly in the best interest of the district, the district will pay some portion of the tuition. Any current teacher who is required by the district to accept a different assignment for which the PRAXIS test must be taken, will be reimbursed by the district for the cost of the test upon successfully passing the same.

G. SEVERANCE PAY

Severance pay will be paid to teachers at the rate of \$10.00 per day up to twenty (20) days of unused sick leave after two years of employment in the Iroquois school system.

H. COVERING EXTRA CLASSES/EXTRA WORK

Instructors who are asked to teach or cover another's teacher's classes shall be paid \$10.00 per class period during their prep period with pay coming in December and June. Part-time instructors who are asked to work beyond their Regular schedule will be duly compensated at the same prorated amount based on their daily pay.

ARTICLE V
CO-CURRICULAR

A. SALARY SCHEDULE

<u>Assignment</u>	<u>% of Base (\$49,000)</u>
FCCLA Advisor	3%
HOSA Advisor	3%
FFA Advisor	3%
Fall Drama Coach	3%
Spring Drama Coach	3%
Athletic Director	10%
Lead Teacher	8%

<u>ILP Coop Assignment</u>	<u>% of Coop Base (\$45,750)</u>
Head Football Coach	11%
Assistant Football Coach	7%
Junior High Football Coach	4.50%
FB Cheerleading Coach	3.50%
Head Volleyball Coach	11%
Assistant Volleyball Coach	7%
Junior High Volleyball Coach	4.50%
Competitive Cheer Coach	10%
Assistant Comp Cheer Coach	6%
Head Cross Country Coach	9%
Assistant Cross Country Coach	6%
Head Girls Basketball Coach	12%
Assistant Girls Basketball Coach	7.50%
Junior High Girls Basketball Coach	4.50%
GBB Cheerleading Coach	3.50%
Head Boys Basketball Coach	12%
Assistant Boys Basketball Coach	7.50%
Junior High Boys Basketball Coach	4.50%
BBB Cheerleading Coach	3.50%
Head Track Coach	10.50%
Assistant Track Coach	6.50%
Junior High Track Coach	4.50%
Head Golf Coach	8.50%
Assistant Golf Coach	6%
Junior High Golf Coach	4.50%
Head Wrestling Coach	12%
Assistant Wrestling Coach	7.50%
Junior High Wrestling Coach	4.50%
Head Softball Coach	10.50%
Assistant Softball Coach	6.50%

Junior Class Advisor will be paid a stipend of \$250.

All-State Chorus Director will be paid a stipend of \$250.

Band Teacher will be paid a stipend of \$75 per night the band plays.

B. BENEFITS

1. Athletic event pay for ticket takers, scorebook, scoreboard, and :35 second clock will be 1 game \$15.00, 2 games \$30.00, 3 games \$45.00, and 4 games \$60.00, assuming the games are worked the same day or evening. Pay for volleyball line judging will be 1 game \$20.00 and 2 games \$40.00.
2. Pay for non-coaches driving athletes to middle school and high school activities will be \$30 per trip.
3. Teachers and their spouses will be admitted to home activities at no charge.
4. Travel expense will be paid at the state rate as of July 1, and mileage will be paid for the entire trip including travel within the city that is related to the trip.
5. Meal allowance for overnight school related functions will be paid at the rate allowed by the state as of July 1. Meals during the day trips will not be paid unless the meals are part of the registration fee.

ARTICLE VI TEACHER EVALUATION

A. METHOD

Evaluation will be performed by the administrator using the latest techniques of clinical supervision. All non-tenured teachers will be evaluated once each semester each year and all tenured teachers will be evaluated once each year. Upon completion of the Principal's evaluation, the post-evaluation conference, with a written evaluation, will take place within 20 calendar days. In the event a teacher consistently falls below acceptable standards, the appropriate procedures of SDCL and Iroquois Board policy will be followed.

B. DISPOSITION OF EVALUATIONS

1. Evaluations are kept in the personnel files in the superintendent's office.
2. The evaluator file shall be maintained for a period of three years following the termination of employment of the evaluatee.

C. IN-SERVICE

A committee consisting of administration and a teacher from each level will meet during the spring semester to select/design workshops for in-services for the following school year.

ARTICLE VII
PROCEDURAL POLICY FOR GRIEVANCE -- STAFF

A. DEFINITIONS

1. Board policy on grievances reads as follows: SDCL 3-18-1.1. "The word 'grievance' as used in this chapter shall mean a complaint by a public employee or group of public employees based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies, rules, or regulations of the government or any one or more of the political subdivisions thereof, or of the public schools, or any authority, commission, or board, or any other branch of the public service, as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract ordinance, policy, rule or regulations is not a 'grievance' and is not subject to this section." Non-employment is not a subject of grievance.
2. The term "teacher" except where otherwise indicated, is considered to apply to any certified professional employee not classified as administrative personnel. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
3. An "Aggrieved Person" is a person or persons making the claim and any representative of the person or persons making the claim. When the Association is making the claim on its own behalf, the person shall be the representative of the Association, making the claim, the officers of the Association making the claim, or the Association making the claim.
4. A "party" in interest is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" when used in this policy shall, except where otherwise indicated, mean working school days.
6. Officers and/or representatives of the Association shall mean those persons holding elective or appointed positions.
7. The board shall mean the board of education.

B. PRINCIPLES

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting welfare or working conditions of teachers.
2. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate representative of the association at any time.

4. Any employee or group of employees has the right at any time to present any grievance to such persons or board through such channels as are designated for that purpose.

5. All written or printed matter dealing with the processing of a grievance shall be filed separately from central office personnel files of the participant.

6. If an employee does not initiate the grievance procedure with the principal or other supervisor within 25 calendar days after the employee knew, or should of known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.

C. INFORMAL PROCEDURES

1. If a teacher has a grievance, he/she should first discuss the matter with the principal, administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.

2. If, after such discussion, the teacher is not satisfied with the disposition of the matter, he/she shall have the right to have the association school representative assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator or supervisor.

D. FORMAL PROCEDURES

1. If the aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal written grievance to his/her principal, who will arrange for a meeting to occur within ten (10) days.

2. The principal shall within ten (10) days render a decision and rationale in writing to the aggrieved person, with two (2) copies to the Association school representative, if requested by the grievant.

3. The Association shall keep on file a statistical summary of the number of grievances processed, not to include individual names or details of the grievances.

E. BOARD'S GROUND RULES FOR HEARING

1. Visit with only one staff member at a time. (Each grievance is separate and should be treated separately to maintain the confidentiality of the executive session).

2. In addition to board members the following individuals will be present during the executive session:

- a. The person or persons against whom the grievance is directed.
 - b. The superintendent as advisor to the board (optional).
3. When each staff member comes in, they will be given an opportunity to state any additional matters they wish that would supplement their written grievance without interruption.
4. Following their statement, the individual or individuals who is/are the object of the grievance will be given an opportunity to respond without interruption.
5. The board may ask questions of any who are present after statements have been made.
6. The alleged aggrieved staff member/members will be given the opportunity to respond.
7. If there are responses or inquiries, they will be regulated by the board.
8. The School Board shall schedule the grievance hearing within thirty (30) days. The grievant shall receive at least ten (10) days prior notice of such hearing, unless such notice is waived by mutual agreement in writing.

F. HEARING

1. If the aggrieved party did not tell the board ahead of time that he/she was bringing an attorney or representative with him/her, the board president should not permit the hearing until the board's attorney can be present.
2. After talking with the school's attorney, reschedule the hearing at a time suitable to all concerned.
3. The board may have present at the executive session on a grievance whomever they wish and may exclude whomever they wish, except the grievants representative.
4. The board sets the ground rules they are going to follow in the executive session before they go into and informs all parties as to what the ground rules are.
5. At the conclusion of the executive session, the board should agree to take the grievance under advisement and adjourn the executive session. A response from the board to all parties will come after the next meeting (regular, special) of the board.

ARTICLE VIII FAIR DISMISSAL

- A. Policy will be according to state law.

ARTICLE IX

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

In the event the Board of Education of the Iroquois School District shall determine that it is necessary to reduce staff, the following shall be followed in the order listed:

1. An effort will be made to bring about the reduction through normal attrition, e.g. resignations, retirement and transfers. The Education Association will be notified, and its recommendations will be considered if received within 10 calendar days of issuance of the notice.
2. Positions held by teachers with less than full certification for their current teaching assignment will be open to properly certified teachers who have been notified that their position(s) have been eliminated.
3. When determining which staff shall be reduced, the following, not necessarily listed in order of importance, will determine which professional staff person(s) will be reduced:
 - a. Years of experience.
 - b. Educational credit (i.e. certification, qualifications, educational background)
 - c. Experience in the area to be taught
 - d. Local, state and federal mandates
 - e. Administrative recommendation (i.e. prior evaluations, competency)
 - f. Curriculum needs
 - g. Other relevant considerations
4. The Board shall follow the provisions of state law in making staff reductions involving professional staff members on a continuing contract status.