



## **Aberdeen School District 6-1**

# **Aberdeen Education Association Negotiated Agreement**

**2023-2025 LANGUAGE  
2024-2025 SALARY AND HEALTH INSURANCE**

**REVISED APRIL 8, 2024**



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Aberdeen School District 6-1 does not discriminate in its policies and programs on the basis of race, color, national origin or ancestry, age, gender (including pregnancy), disability, creed, religion, genetic information, military/veteran status, or any other category protected by law. The Superintendent or his/her designee has been assigned to handle inquiries regarding the nondiscrimination policies.

**2024-2025 Salary and Health Insurance  
2023-2025 Language**

The enclosed agreements are those that have been negotiated by the Aberdeen School Board and the Aberdeen Education Association for the Aberdeen School District. Language related items will be in effect beginning July 1, 2024 and end on June 30, 2025. Salary and health insurance related items will be in effect July 1, 2024 and end on June 30, 2025.

Should a subsequent Agreement not be in effect on July 1, 2024, due to the parties not having concluded the negotiations process, this Agreement shall be in effect until such time as a subsequent contract is approved by the parties or the implementation of contract terms pursuant to SDCL 3-18-8.2.

All negotiated items may be reopened for negotiations at any time prior to the expiration of the agreement, with the written mutual consent of both the Aberdeen Education Association and the Aberdeen School Board.

If any portion or provision of this Agreement or any application of this Agreement is found to be contrary to Federal or State law, then such provision or application shall become invalid and unenforceable but all other provisions of the Agreement shall continue in full force and effect.

Dated this 8<sup>TH</sup> day of April, 2024

**ABERDEEN EDUCATION ASSOCIATION**

**ABERDEEN SCHOOL DISTRICT 6-1**

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Amanda Gauer  
Association President

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Aaron Schultz  
Aberdeen School Board President

## **ARTICLE I – AGREEMENT**

### **SECTION A**

#### **RECOGNITION OF BOARD RESPONSIBILITY**

It is recognized and agreed by the parties that the Board is charged by law, SDCL 13-8-39, with the general charge, direction, and management of the schools of the District. As the School Board and the Aberdeen Education Association enter into negotiations, it is understood that the responsibilities outlined by statute cannot be surrendered. It is also the intent that nothing contained or determined through the negotiations process will be contrary to law or exceed the authority granted to the Board by law.

### **SECTION B**

#### **PRINTING OF AGREEMENTS**

The collective bargaining agreement will be available online at [www.aberdeen.k12.sd.us](http://www.aberdeen.k12.sd.us). Should a staff member wish to have a printed copy of this agreement, a school district printer may be used at district expense after the negotiated policies are adopted by the School Board or as soon as is practical.

## **ARTICLE II – GRIEVANCE PROCEDURE**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

- 1) A “grievance” is a complaint by an employee or group of employees employed by the District, made either individually or by a duly authorized and recognized employee association through its representative that there has been a violation, misinterpretation or inequitable application of this agreement, contracts, ordinances, policies, rules or regulations of the School Board as they apply to conditions of employment. Negotiations for, or a disagreement over, non-existing agreement, contract, ordinance, policy, rule or regulation is not a “grievance.”
- 2) “Days” shall mean working school days unless otherwise designated.
- 3) An “aggrieved person” is an employee or employees or an employee association making the complaint.
- 4) “Party in interest” is the employee or employees who might be required to take action or against whom action might be taken in order to resolve the problem.
- 5) A “representative” is a person designated by the aggrieved employee, administrator, or Board to speak for him/her/them at any level of the procedure.
- 6) “Board” means the School Board of the Aberdeen School District No. 6-1, Aberdeen, South Dakota.

#### **B. Purpose**

- 1) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the District, and to facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2) Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by mutual consent of the employee and the appropriate member of the administration.

### C. Time Limits

- 1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated to each level should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2) In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits 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 practicable.
- 3) To make this Grievance Procedure applicable, a formal grievance must be filed within thirty (30) calendar days of the alleged violation.

### D. Procedure

#### 1) Informal

Subject to paragraph B.2, an employee with a grievance may first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally.

#### 2) Formal

##### Level I:

An aggrieved person shall first file the grievance in writing with his/her principal or immediate supervisor. (See Grievance forms on Aberdeen School District website) The principal or supervisor shall arrange a meeting with the aggrieved person and his/her representative(s), if any, to take place within five (5) school days after the grievance has been filed. Within five (5) school days after the meeting, the principal shall render a decision in writing to the aggrieved party and to his/her representative(s), if any. (See Grievance forms on Aberdeen School District website)

##### Level II:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I or if no written decision has been rendered within five (5) school days after the meeting at which the grievance is heard, he/she may file the grievance in writing with the Superintendent within seven (7) days after the decision at Level I or twelve (12) days after the grievance was presented at Level I, whichever is sooner. The Superintendent shall arrange a meeting with the aggrieved person and his/her representative(s), if any, within five (5) days and within five (5) days after said meeting the Superintendent shall render his/her decision

in writing to the aggrieved party and to the representative(s), if any.  
(See Grievance forms on Aberdeen School District website)

### Level III

If the aggrieved person is not satisfied with the disposition of the grievance at Level II or if no written decision has been rendered within five (5) school days after the hearing on the grievance at Level II, the grievance may be filed in writing with the Board within seven (7) days after the decision at Level II or twelve (12) days after the grievance at Level II was presented, whichever is sooner. The Board shall hold a hearing except that when multiple grievances are pending before the Board, a hearing panel consisting of not less than three (3) Board members may be appointed by the Board to conduct the grievance immediately following the Board's next regular meeting unless the date is changed by mutual consent of the Board and the grievant. When multiple grievances are pending, the Board may, in its discretion, extend the time for a hearing to a time that is more convenient under all the circumstances then existing. The Board may designate a member of the administration to present the administration's viewpoint of the grievance at the hearing. When a hearing panel has been appointed, the panel shall make a written recommendation of the disposition of the grievance to the Board within five (5) days after the grievance hearing. The decision of the Board shall be rendered in writing within five (5) days after the receipt of the hearing panel's recommendation or within five (5) days after the hearing when it is conducted by the Board.

### Level IV:

If the aggrieved person is not satisfied with the disposition of the grievance at Level III or if no written decision has been rendered within the time period set forth in the preceding paragraph, he or she may, within ten (10) days after receipt of the written decision of the Board, or within ten (10) days of the date the decision is due, whichever is earlier, appeal to the Department of Labor pursuant to SDCL 3-18-15.2. The inclusion of this paragraph in this Grievance Procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

### Miscellaneous

- 1) Any party or parties in interest may be represented at formal Levels I and II of the grievance procedure personally and by one (1) representative. When the representative is not a member of the employee association, the employee association shall have the right to have a spokesperson present and to have the spokesperson state its views at the formal Levels I and II of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At Level III,



a maximum of three (3) representatives, one (1) of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.

- 2) If, in the judgment of the employee association, a grievance affects a group or class of employees, the association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. The employee association shall designate not more than two (2) spokespersons for the association in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee association shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
- 3) All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 4) Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents (See Grievance forms on Aberdeen School District website) shall be prepared jointly by the Superintendent and the employee association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 5) Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives, theretofore referred to in this Grievance Procedure. The vote on the Board's decision on Level III grievances shall be made in open session, but the name of the aggrieved party shall not be disclosed.
- 6) When it is necessary for a party or parties in interest to attend a meeting or a hearing called during the working day, the Superintendent's Office shall so notify the party or parties in interest, principals, or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- 7) At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call any witnesses which they desire and may present any evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

**REVISED: JUNE 13, 2005**

**REVISED: May 12, 2008**

## **ARTICLE III – SALARY AND RELATED ITEMS**

### **SECTION A**

#### **CONTRACTS**

The contract between a certified/licensed staff member and the School Board shall be 182 days for returning teachers and 184 days for new teachers and those teachers hired the previous year who did not attend the new teacher inservice. The contract shall specify the number of days during which the service or attendance of the staff member is required, the dates on which school shall begin and end, the wages per month and the time of payment thereof. The certified/licensed staff member may, at his or her option, be paid in nine (9) equal installments or in twelve (12) equal installments on the 20<sup>th</sup> day of each month. The member must exercise that option on or before April 1 of the year prior to the effective date of the contract. Pursuant to IRS regulations, this election is irrevocable for any particular school year, and may not be changed or withdrawn after April 1 of the school year prior to the effective day of the contract. If this option is not exercised, the contract will be issued on the same basis as it was in the previous year.

If due to school closing because of weather, disease or emergency, it shall not be possible to have the number of days in session and additional teacher service days as specified in the contract prior to the date on which the school term is scheduled to end, as specified in the contract, the make-up days shall be those set forth in the Calendar. If the Calendar does not specify enough make-up days, then the School Board shall propose to the teacher bargaining unit no less than three (3) possible solutions for obtaining the contracted number of days in session and additional teacher service days.

The teacher bargaining unit President shall notify the Superintendent of the preferred alternate solution. Should the President of the teacher bargaining unit fail to notify the Superintendent within five (5) days, the School Board may select and act upon any of the alternative solutions.

The penalty for resigning from a current contract on May 1<sup>st</sup> or after contract deadline whichever is later, will be \$500, \$1000 during June, \$1500 during July, and \$2000 from August through the end of the contract year, unless the employee needs to resign as a requirement of receiving disability benefits with South Dakota Retirement System.

**ADOPTED:** MAY 4, 1989  
**REVISED:** JUNE 13, 2005  
**REVISED:** MAY 12, 2008  
**REVISED:** April 8, 2013  
**REVISED:** April 26, 2021  
**REVISED:** April 11, 2023

## SECTION B

### SALARY

#### 1. Definitions

- a. Within this agreement, "teacher" is defined as instructional classroom teachers, counselors, nurses, librarians, speech/language and occupational therapists, psychologists, and other staff who are given a teaching contract.
- b. Base pay, defined as the salary of a teacher with no prior teaching experience and a Bachelor's degree with fewer than fifteen (15) semester graduate hours, shall be negotiated. Hours on the educational advancement schedule are hereby defined as semester hours.
- c. A year of teaching experience means full time employment for at least 100% of the number of teacher service days in the school term.
  - i. If a teacher's FTE service is less than 100% of the total number of full-time teacher service days in the school term, experience credit will be given for 100% of a year at such time as the teacher's accumulated FTE service equals 100% of a full-time year.
- d. "Teaching experience" means actual verified teaching experience in an approved school system including the college level. Recognition of other types of experience requires special approval by the Superintendent. Teachers hired with an alternative certification, will be granted full credit for years of teaching experience and for each year of verified industry experience related to their job assignment.
- e. "Educational advancement" means the number of hours achieved or degrees awarded in an approved university program.
  - i. Credit for educational advancement shall be granted in proportion to the FTE status of each teacher for the contract year in question except for the 13 teachers granted full educational advancement by the School Board on February 11, 1997.
    - (1) For example, a teacher whose contract provides for employment at a 0.33 FTE level shall be granted educational advancement pay in an amount equal to 0.33 of the full educational advancement dollar amount for the contract year in question. A teacher whose contract provides for employment at a 0.67 FTE level shall be granted educational advancement pay in an amount equal to 0.67 of the full educational advancement dollar amount for the contract year in question.

## 2. General Provisions

- a. The Superintendent or designee, may, in his/her discretion, grant credit for salary placement purposes for all or part of the actual teaching experience of a teacher who has not been employed in the Aberdeen Public Schools during the preceding school year. (Exceptions to this statement will apply to teachers who are on a leave of absence from the system; such absence would be for the purpose of exchange teaching, college teacher, institutes and fellowships, mandatory military service or certain other professional activities.)
  - i. The Superintendent or designee will notify the Association of the teaching experience, education level, and salary granted new teachers at the beginning of each school year.
  - ii. For teachers with previous experience, the salary will be based on the teacher hiring schedule after determination of the total years of experience, degree status, and educational advancement to be brought into the system.
  - iii. For teachers with no previous teaching experience the salary shall be base pay plus the appropriate number of graduate semester hours as defined by the contract.
- b. For salary increase purposes:
  - i. Part time employees shall be computed at the fractional portion of the day taught times the applicable salary.
  - ii. Credit for a fractional part of a term shall be computed as shown in Section 1(b) above. Days of absence while on a leave with either full or partial pay or while on short-term leave shall be counted as days taught.
  - iii. A full term shall be equal to the number of days in session under the current contract plus all in-service, pre-school and post-school work days at which attendance is required.
  - iiii. Those certified/licensed staff members with less than a full-time contract, who are required to attend the District approved in-service and/or Parent/Teacher Conferences, will be paid for those additional days at their average daily rate of pay in accordance with the negotiated salary and with the approval of the Superintendent or his/her designee.
- c. Experience earned over and beyond the regular school term shall not be counted for either prior experience or vertical movement. While it may be possible for a teacher to teach in a school having a school year longer than the normal nine (9) months, the maximum credit allowed will not exceed one (1) term during any twelve (12) month school year.

- d. The Salary Policy will recognize Education Master's Degree programs that include, but not limited to: Counseling and Guidance, Special Education, Health and Physical Education, Curriculum and Instruction, Classroom Teacher, Educational Administration, and the staff member's field of study.
- e. Any teacher may receive appropriate educational advancement pay effective on September 1, upon completing the necessary graduate-level semester hours of education. All teachers who raise their levels of training to the next succeeding level are entitled to the basic educational advancement raise as provided in paragraph 3(e).
- f. The burden of proof as to the degree and hours of training of each teacher shall rest with the teacher.
  - i. Official transcripts of credit for work done must be sent to the Human Resources office. Each teacher who cannot have his/her transcripts in the Human Resources' office before September 1 shall make written notification of such conditions on or before that date.
    - (1) Such teacher must submit the official transcript on or before September 20 of that year in order to receive the education advancement raise. (Deviation from the date noted, September 20, may be allowed by approval of the Superintendent.)
    - (2) Each teacher who does not follow the above procedure will forfeit the educational advancement raise for that year.
    - (3) Renewed/valid teaching certificates must be submitted to the Human Resources office prior to September 10. Failure to do so will result in the teacher being paid at the substitute teacher rate of pay. Staff will be allowed to present evidence that upon receipt of valid certification, the teacher will be issued a contract at the appropriate salary level. The new salary will be implemented at the time of issuance of the certificate.
  - ii. Any course work completed after September 1 cannot be used in determining a change on the salary schedule for that year.
- g. It is the responsibility of the individual teacher to make arrangements with the college so that attendance of evening classes does not interfere with his/her participation in regularly scheduled school activities such as P.T.A., open houses, exhibits, etc. However, the building Principal shall have the prerogative to excuse a teacher from such attendance when an unavoidable conflict does arise.

- h. Whenever it is necessary, under any policy, to determine an hourly rate, whether for deduct purposes or payment, the number of daily hours to be used in the calculation shall be eight (8).
3. Salary for the 2024-2025 School term:
- a. These salary provisions apply to all personnel covered by negotiations between the recognized teacher bargaining unit and the School Board.
  - b. The base pay for the contract year, 2024-2025, is as follows: \$50,100
  - c. Teacher salaries will be increased by the following amounts during the term of this contract 2024-2025 - \$2500
  - d. Educational Advancement – Beginning July 1, 2003, a flat dollar amount is included for each of the following educational levels attained:
    - i. BS +15 hours - \$1,350.00  
MS/BS + 45 hours - \$1,350.00  
MS + 15 hours - \$1,350.00  
MS + 30 hours - \$1,350.00  
MS + 45 hours - \$1,350.00  
MS + 60 or EdD/PhD \$1,350.00
    - ii. In order to qualify for educational advancement, at least fifteen (15) graduate hours must have been completed subsequent to the last educational advancement stipend. The graduate hours must be in accordance with the stipulations set forth as follows:
      - 1. School Policy stipulates that the district will recognize credit earned through approved courses at the graduate level.
    - iii. Payment rules:
      - 1. All “plus” hours (BA/BS + 15, MS/BS + 45, MS + 15, MS + 30, MS + 45, MS + 60 or EdD/PhD) must be obtained subsequent to the awarding of the degree.
      - 2. School Policy stipulates teachers may advance on the approved salary schedule based upon an accumulation of approved college or university credit hours achieved or approved degrees awarded from an approved university program. An approved university program shall mean hours taken from a college or a university with a state accredited graduate teacher education program as recognized by the State Department of Education in the state where the institution of higher education is located through issuance of a regular teaching certificate or endorsement in the same area.

3. It is recommended that the Superintendent and Director of Human Resources review teacher applications for advancement on the salary schedule and official college transcripts accompanying such applications.

The Salary Policy, stipulates that the burden of proof as to the degree in hours of training for each teacher shall rest with the teacher. If questions arise regarding specific courses submitted for approval, a synopsis of the course or courses from a credible college or university source may be required before credit is awarded.

Employees will receive notification of approval or denial of the educational advancement placement after the September 1 submission deadline.

REVISED: November 25, 2002

REVISED: June 9, 2003

REVISED: June 13, 2005

REVISED: May 12, 2008

REVISED: April 19, 2010

REVISED: May 9, 2011

REVISED: April 10, 2012

REVISED: April 8, 2013

REVISED: April 13, 2015

REVISED: April 10, 2017

REVISED: April 9, 2018

REVISED: April 23, 2019

REVISED: April 14, 2020

REVISED: August 10, 2020

REVISED: April 26, 2021

REVISED: April 11, 2022

REVISED: April 11, 2023

## **SECTION C**

### **Co-CURRICULAR PAY SCHEDULE**

1. Co-curricular pay shall be as set forth in the following schedule. The staffing levels for each position shall be determined by the Superintendent, anything in the following schedule notwithstanding.
2. If a staff member, contracted for any position, performs no duties during a contract year, then no compensation should be payable.
3. Starting in 2013-14, co-curricular salaries will be determined by percentages of teacher base pay.

ADOPTED: July 29, 1997

REVISED: June 11, 2001

REVISED: June 9, 2003

REVISED: June 13, 2005

REVISED: April 19, 2010

REVISED: May 9, 2011

REVISED: April 10, 2012

REVISED: April 8, 2013

REVISED: April 14, 2014

REVISED: April 13, 2015

REVISED: April 25, 2016

<b>Aberdeen School District 6-1 Co-Curricular Payment Schedule</b>		
		<b>2024-25</b>
<b>Football</b>	<b>%</b>	<b>Salary</b>
<b>Teacher Base Salary</b>		<b>\$50,100</b>
Varsity Head Coach	18.00%	9,018
Varsity Assistant Coach	12.00%	6,012
JV Head Coach	11.00%	5,511
JV Assistant Coach	10.00%	5,010
9th Grade Head Coach	9.50%	4,760
9th Grade Assistant Coach	8.50%	4,259
Middle School Head Coach	8.00%	4,008
Middle School Assistant Coach	7.00%	3,507
		<b>2024-25</b>
<b>Boys/Girls Basketball</b>	<b>%</b>	<b>Salary</b>
Varsity Head Coach	18.00%	9,018
JV Head Coach	12.50%	6,263
Sophomore Head Coach	12.50%	6,263
9th Grade Head Coach	11.00%	5,511
9th Grade Assistant Coach	9.50%	4,760
Middle School Head Coach	8.00%	4,008
Middle School Assistant Coach	7.00%	3,507
Intramural	5.00%	2,505
		<b>2024-25</b>
<b>Boys/Girls Wrestling</b>	<b>%</b>	<b>Salary</b>
Varsity Head Coach	17.00%	8,517
Varsity Assistant Coach	12.00%	6,012
Middle School Head Coach	8.00%	4,008
Middle School Assistant Coach	7.00%	3,507
		<b>2024-25</b>
<b>Boys/Girls Soccer</b>	<b>%</b>	<b>Salary</b>
Varsity Head Coach	13.00%	6,513
Varsity Assistant Coach	10.00%	5,010
		<b>2024-25</b>
<b>Boys/Girls Track</b>	<b>%</b>	<b>Salary</b>
Varsity Head Coach	17.00%	8,517
Varsity Assistant Coach	12.00%	6,012



Varsity Assistant Pole Vault Coach	13.00%	6,513
Middle School Head Coach	8.00%	4,008
Middle School Assistant Coach	7.00%	3,507
		<b>2024-25</b>
<b>Boys/Girls Cross Country</b>	<b>%</b>	<b>Salary</b>
Varsity Head Coach	14.00%	7,014
Varsity Assistant Coach	10.00%	5,010
		<b>2024-25</b>
<b>Boys/Girls Tennis</b>	<b>%</b>	<b>Salary</b>
Varsity Head Coach	12.00%	6,012
Varsity Assistant Coach	9.50%	4,760
Middle School Head Coach	7.50%	3,758
		<b>2024-25</b>
<b>Boys/Girls Golf</b>	<b>%</b>	<b>Salary</b>
Varsity Head Coach	12.00%	6,012
Varsity Assistant Coach	10.00%	5,010
Middle School Head Coach	7.50%	3,758
		<b>2024-25</b>
<b>Gymnastics</b>	<b>%</b>	<b>Salary</b>
Varsity Head Coach	16.00%	8,016
Varsity Assistant Coach	11.00%	5,511
Middle School Head Coach	7.50%	3,758
Middle School Assistant Coach	7.00%	3,507
		<b>2024-25</b>
<b>Volleyball</b>	<b>%</b>	<b>Salary</b>
Varsity Head Coach	18.00%	9,018
JV Head Coach	12.50%	6,263
Sophomore Head Coach	12.50%	6,263
9th Grade Head Coach	11.00%	5,511
9th Grade Assistant Coach	9.50%	4,760
Middle School Head Coach	8.00%	4,008
Middle School Assistant Coach	7.00%	3,507
		<b>2024-25</b>
<b>Girls Softball</b>	<b>%</b>	<b>Salary</b>
Varsity Head Coach	13.00%	6,513
Varsity Assistant Coach	10.00%	5,010

		<b>2024-25</b>
<b>Cheer/Sideline</b>	<b>%</b>	<b>Salary</b>
Varsity Coach - Fall	7.00%	3,507
Varsity Coach - Winter	7.00%	3,507
		<b>2024-25</b>
<b>Competitive Cheer</b>	<b>%</b>	<b>Salary</b>
Varsity Head Coach	13.50%	6,764
Varsity Assistant Coach	6.50%	3,257
		<b>2024-25</b>
<b>Competitive Dance</b>	<b>%</b>	<b>Salary</b>
Varsity Coach	13.50%	6,764
Varsity Assistant Coach	6.50%	3,257
		<b>2024-25</b>
<b>Other</b>	<b>%</b>	<b>Salary</b>
Special Olympics Head Coach	17.00%	8,517
Special Olympics Assistant Coach	5.00%	2,505
		<b>2024-25</b>
<b>Music</b>	<b>%</b>	<b>Salary</b>
High School Band	13.00%	6,513
High School Assistant Band	12.50%	6,263
Middle School Band	8.00%	4,008
Middle School Assistant Band	4.50%	2,255
High School Vocal	10.50%	5,261
High School Assistant Vocal	7.50%	3,758
Middle School Vocal	6.50%	3,257
High School Orchestra	9.00%	4,509
Middle School Orchestra	6.00%	3,006
High School Marching Band	12.50%	6,263
Drum Line (Fall Season)	10.00%	5,010
Drum Line (Winter Season)	6.00%	3,006
High School Jazz Band A	9.50%	4,760
High School Jazz Band B	8.00%	4,008
Middle School Jazz Band	4.50%	2,255
High School Show Choir A	10.00%	5,010
High School Show Choir B	8.50%	4,259
High School Assistant Show Choir A	7.00%	3,507
High School Assistant Show Choir B	6.00%	3,006

High School Show Choir Pit Band	9.00%	4,509
High School Show Choir Choreography A	6.00%	3,006
High School Show Choir Choreography B	5.50%	2,756
High School Vocal Jazz	6.00%	3,006
Middle School Show Choir	5.00%	2,505
Middle School Show Choir Choreography	2.50%	1,253
Middle School Show Choir Pit Band	1.00%	501
Elementary All City Chorus	1.50%	752
Flag Corp	4.00%	2,004
		<b>2024-25</b>
<b>Student Senate</b>	<b>%</b>	<b>Salary</b>
High School Advisor	12.00%	6,012
Middle School Advisor	4.50%	2,255
Elementary Advisor	3.50%	1,754
		<b>2024-25</b>
<b>Publications</b>	<b>%</b>	<b>Salary</b>
Middle School Yearbook	4.50%	2,255
		<b>2024-25</b>
<b>Forensics</b>	<b>%</b>	<b>Salary</b>
High School Head Debate	23.00%	11,523
High School Assistant Debate	16.00%	8,016
High School Head Oral Interp	17.50%	8,768
High School Assistant Oral Interp	12.00%	6,012
		<b>2024-25</b>
<b>Theatre</b>	<b>%</b>	<b>Salary</b>
High School Drama	19.00%	9,519
High School Assistant Drama	10.50%	5,261
High School Technical Director	15.00%	7,515
High School Musical Director per production	6.50%	3,257
High School Choreographer per production	2.00%	1,002
High School Costume Advisor per production	2.00%	1,002
High School Piano Accompanist per production	2.00%	1,002
Middle School Drama	6.00%	3,006
Middle School Technical Director	5.00%	2,505
Middle School Costume Advisor per production	1.50%	752

		<b>2024-25</b>
<b>Miscellaneous</b>	<b>%</b>	<b>Salary</b>
Skills USA	1.50%	752
Educator Rising	3.00%	1,503
FBLA	3.00%	1,503
NASA	3.00%	1,503
Youth Power	3.00%	1,503
Middle School Transition	3.50%	1,754
Thespians / Drama Club	3.50%	1,754
Middle School Math Counts	4.00%	2,004
SADD	4.00%	2,004
National Honor Society	5.00%	2,505
FFA Club	12.50%	6,263
		<b>2024-25</b>
<b>Coordinators</b>	<b>%</b>	<b>Salary</b>
Counselor	5.00%	2,505
Deaf Educator	5.00%	2,505
ESL Coordinator	5.00%	2,505
Health	5.00%	2,505
Indian Education	5.00%	2,505
Preschool	5.00%	2,505
Special Education	5.00%	2,505
Speech	5.00%	2,505
Events Coordinator	12.5%	6,263
Media Coordinator	21.00%	10,521

## **SECTION D**

### **PAYROLL DEDUCTIONS**

The School Board, upon proper authorization executed by the individual staff member, shall withhold the following deductions from the employees' monthly salary and pay such amounts directly to the authorized organizations: These deductions include, but are not limited to, professional dues, tax-sheltered annuities, insurance premiums, charitable contributions, and other deductions required by law.

**REVISED:** March 5, 2001

**REVISED:** June 9, 2003

**REVISED:** June 13, 2005

**REVISED:** May 12, 2008

**REVISED:** April 8, 2013

## **SECTION E**

### **DUES PAYROLL DEDUCTIONS**

District shall deduct NEA/SDEA/AEA dues in an amount certified to the District Finance Officer by the AEA from the pay of AEA employees provided that at the time of such deduction the District has in its possession a current, unrevoked written Authorization executed by the employee. Such authorization may be revoked for that school year by the employee giving written notice to the District Finance Officer and the AEA prior to the first day of September. Previously signed and unrevoked written authorizations shall be continuous from year to year.

The deduction shall be made in eight (8) equal payments (October – May) of each year. In the event the member leaves the employment of the District prior to the full payment of the authorized amount, any unpaid balance shall be deducted from the member's final check and paid to the AEA.

The AEA shall certify the amount of the dues and provide a membership list and authorization forms for the contract year on or before the first (1<sup>st</sup>) day of October of each year. In the event the certification is not received, the Finance Officer will continue to make authorized deductions in the amount of the last certified dues.

The District shall not be liable for the remittance of any sums other than those constituting actual deduction made; if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period, after written notification to the District of the error. If the District makes an overpayment to the AEA, the District will deduct that amount from the next remittance to the AEA. The AEA agrees to indemnify and hold the District harmless from suits, orders, or judgments, brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this policy.

**ADOPTED:** July 29, 1997

**REVISED:** March 5, 2001

**REVISED:** June 9, 2003

## **SECTION F**

### **COMPLIMENTARY ACTIVITY PASS**

The Aberdeen School Board shall issue with the employee ID a complimentary activity pass to all certified/licensed personnel, to include the certified/licensed personnel plus immediate family living in the employee's household, to gain admission to all activities covered by the pass.

**REVISED:** June 9, 2003

**REVISED:** June 13, 2005

**REVISED:** May 12, 2008

## **ARTICLE IV – WORKING CONDITIONS**

### **SECTION A**

#### **HOURS**

1. Certified/licensed staff shall be in their respective buildings for a period designated by building and district administrators, not to exceed eight (8) hours, exclusive of any duty-free periods.
2. Each certified/licensed staff member shall be provided a lunch period of thirty (30) consecutive minutes at the secondary level and forty-five (45) consecutive minutes at the elementary level. The normal duty day will be scheduled so that the majority of the teachers are on duty at least fifteen (15) minutes before and at least thirty (30) minutes after the student day.
  - a. The lunch period of traveling teachers who must commute during their regularly scheduled lunch period will be exclusive of travel time.
  - b. The District will make reasonable efforts to avoid interruptions during lunch periods, except for such supervisory duties as administrators may assign.
  - c. The time of day (but not the length) of the lunch period for traveling staff members shall be assigned by the member's designated Principal supervisor.
3. The beginning time (but not the length) of duty each day shall be assigned by the member's designated Principal supervisor.
4. In addition to any planning time specified by other policies, staff members may plan during any portion of the work day established herein during which they are not assigned other duties.
5. If school is not held because of inclement weather, teachers will not be expected to report for duty. Any school day that is cancelled will be made up later in the school year. In case of a delayed school opening or early dismissal, employees are to report for duty or remain on duty for normal school hours unless otherwise notified by announcement from the Superintendent.

**ADOPTED:** May 4, 1989

**REVISED:** June 11, 2001

**REVISED:** April 13, 2015

## SECTION B

### TEACHING ASSIGNMENT AND PLANNING TIME

1. Teaching assignments:
  - a. An elementary teacher's assignment shall be:
    - \* Planning time (see Paragraphs 2 & 6);
    - \* A grade assignment; or
    - \* A combination grade.
  - b. A middle school teacher's assignment shall be:
    - \* Six (6) periods of student contact; and
    - \* One (1) period for planning and one (1) period for team.
  - c. A high school teacher's assignment shall be:
    - \* Three (3) blocks of student contact time.
    - \* One (1) block of planning time per day.
2. Planning time may include, but not be limited to: class preparation, student appointments, conferences, or other school-related activities. The Principal will make a reasonable effort to minimize interruptions during these time periods. This could include those time periods in which their students are in exploratory classes, e.g., Music, Art, and Physical Education.
3. In addition to any planning time specified, staff members may plan during any portion of the work day established herein which they are not assigned other duties.
4. Homeroom/Advisor responsibilities may be added to the teacher duties as needed.
5. Professional Activities and Responsibilities  
Active and constructive participation by teachers in professional activities may include, but not be limited to:
  - \* Faculty meetings;
  - \* Developing, evaluating, and revising curriculum guides.
6. For elementary staff, the time period before their first class shall be for planning time and the district will make a reasonable effort to avoid interruptions during this time. The period from the end of the last class of the day in the building until the end of the staff member's assigned work day shall be free of assigned student supervisory duties; except, in both instances, when the Principal in his or her discretion, finds it necessary to assign a student supervisory duty or other duty.
7. If a teacher volunteers or is assigned to teach an additional course beyond his/her teaching assignment, the overload compensation will be based on the teacher's per diem rate for the minutes of overload converted to an instructional FTE. Occasional substitute teaching during a teachers' planning time will be paid at certified substitute teacher pay.

8. Notwithstanding any provision of the foregoing paragraphs, both elementary and secondary staff may be assigned student supervisory duties at any time during the work day as seen fit by building or District administrators.

**ADOPTED:** May 4, 1989

**REVISED:** June 11, 2001

**REVISED:** June 9, 2003

**REVISED:** May 12, 2008

## **SECTION C**

### **SCHOOL CALENDAR**

1. The fiscal and statistical year shall begin on the first day of July in each year and end June 30 of the following year.
2. The total number of teacher service days shall be 184 for all teachers new to the Aberdeen Public Schools and those teachers hired the previous year who did not attend the new teacher inservice and 182 for returning teachers. The total number of days in session shall be 177 for all teachers.
3. The school calendar for each school term shall be determined by the Superintendent and/or his/her designee with input via an established committee of representatives of the Aberdeen Education Association (AEA), administrators and parents and submitted to the School Board no later than April 15 of each year. The School Board shall approve a calendar no later than June 1 of each year. Beginning with the 1999-2000 school year, it is the intent to have the school calendar established for the current school year and the succeeding school year.

**ADOPTED:** September 4, 1990

**REVISED:** June 11, 2001

**REVISED:** November 25, 2003

**REVISED:** June 9, 2003

**REVISED:** June 13, 2005

**REVISED:** April 11, 2023

## **SECTION D**

### **JOB SHARING**

Job sharing may be proposed by teachers or administrators. The sharing of one (1) teaching position by two (2) teachers may be approved at the sole discretion of the Superintendent if such sharing has been agreed to in writing by the teachers. The teachers who are sharing the position shall be granted the same rights and privileges as other part-time teachers, and additional salary shall be paid for the following duties: all service days, all conference times, and a full day on the first and last day of the school year. Benefits awarded to staff in the job share will be reflective of their FTE, e.g., if each staff member is a .5 FTE, then each staff member will only receive .5 FTE worth of benefits. Changes in the normal workday must be approved by the Building Principal. Job share proposals shall be submitted to the Superintendent's office prior to February 1.



REVISED: June 9, 2003

REVISED: May 12, 2008

REVISED: April 8, 2013

## **SECTION E**

### **EXTRA DUTIES PAY**

#### **Motor Vehicle Instruction**

Driver's education classroom teachers shall get paid based on their contract rate on a per hour basis (based on an eight (8) hour day). Driving instruction shall be paid \$24.00 per hour.

#### **Summer School Instruction**

All summer school classroom teachers teaching curriculum shall get paid based on their contract rate on a per hour basis (based on an eight (8) hour day). No leaves or benefits which are a part of this written agreement shall apply or accrue during summer school teaching except that during summer school a maximum of two (2) days of previously accrued personal illness may be used.

#### **Time of Payment**

Compensation for the above listed duties shall be paid on a monthly basis for the activity and upon receiving a signed and approved voucher in the Finance Office. Vouchers must be received by the 10<sup>th</sup> of the month in which they will be paid. Only the reductions required by law shall be made from the extra duties payments.

#### **Grant Payments**

If a grant is awarded to a teacher that provides compensation for additional hours worked, the District will pay the teacher for such hours out of the grant funds.

#### **District Directed Leave**

At the discretion of the Superintendent, or his or her designee/school directed leave may be granted to an employee at no deduct; provided, however, that this policy shall not apply to leave requested in order to participate, directly or indirectly, in legal or administrative proceedings between the Board or District and the teachers' collective bargaining unit or its representatives.

#### **Miscellaneous**

Payment for inservice rendered for duties assigned by the Superintendent that are not covered by a specific provision of this Policy shall be at the rate of \$20.02.

**ADOPTED:** April 30, 1993  
**REVISED:** June 11, 2001  
**REVISED:** November 25, 2002  
**REVISED:** June 9, 2003  
**REVISED:** June 13, 2005  
**REVISED:** May 12, 2008  
**REVISED:** April 19, 2010  
**REVISED:** May 9, 2011  
**REVISED:** April 10, 2012  
**REVISED:** April 8, 2013  
**REVISED:** April 13, 2015  
**REVISED:** April 10, 2017  
**REVISED:** April 26, 2021

## **ARTICLE V – BENEFITS**

### **SECTION A**

#### **Insurance**

For the 2024-25 school year, the School Board will contribute the following amounts towards the cost of the monthly health insurance premium of the District's health insurance plan provided the employee is eligible for benefits. The employee must be employed by the District at least twenty (20) hours per week of a .5 FTE.

	Employee Contribution	District Contribution	Annual District Contribution to HSA Acct
\$2,500 Deductible Plan			
Single	\$ 0	\$ 740	
Single + 1	\$ 615	\$ 865	
Family	\$ 825	\$ 865	
\$4,000 Deductible HSA Plan			
Single	\$ 0	\$ 680	\$ 720
Single + 1	\$ 615	\$ 745	\$ 1,440
Family	\$ 825	\$ 745	\$ 1,440
\$2,500 Deductible Plan*			
Family	\$ 0	\$1,690	
\$4,000 Deductible HSA Plan*			
Family	\$ 0	\$1,570	\$ 1,440

\*A legally married couple are both employed by the District and are eligible for benefits.

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2. The School Board shall pay the single dental premium on the District's approved dental insurance plan for each employee provided the employee is employed by the District at least half time.
3. The District will pay the full premium for the \$15,000 of life insurance on the District's approved plan for each employee provided the employee is employed by the District at least half time.
4. Prior to adoption of a new insurance program or change in an existing program carrier, the School Board shall solicit and consider the input of the Director of Finance and Director of Human Resources.
5. Group insurance coverage paid by the District shall end with termination of employment. Teachers who have taught the entire year will have coverage paid by the District through August 31 of that year.

**ADOPTED:** August 30, 1999  
**REVISED:** June 11, 2001  
**REVISED:** November 25, 2001  
**REVISED:** June 9, 2003  
**REVISED:** June 13, 2005  
**REVISED:** May 12, 2008  
**REVISED:** April 19, 2010  
**REVISED:** May 9, 2011  
**REVISED:** April 10, 2012  
**REVISED:** April 8, 2013  
**REVISED:** April 14, 2014  
**REVISED:** April 13, 2015  
**REVISED:** April 25, 2016  
**REVISED:** April 10, 2017  
**REVISED:** April 9, 2018  
**REVISED:** April 23, 2019  
**REVISED:** April 14, 2020  
**REVISED:** April 26, 2021  
**REVISED:** April 11, 2022  
**REVISED:** April 11, 2023

## **SECTION B**

Retirement: Employees who are eligible for benefits shall participate, as required by law, in the South Dakota Retirement System. Employees have 6.0% of their salary deducted for state retirement with an additional 6.0% matched contribution from the District.

### **PLAN FOR LONGEVITY PAY**

1. a. The term “employee” as used in this Policy shall mean any member of the Aberdeen Education Association bargaining unit.
- b. The year is defined as being from July 1 to June 30.
2. Any employee who has reached the age of 55 on or before June 30 of his/her final year is eligible for longevity pay. The longevity benefit to be paid to such employee shall be in the amount equal to eighty (80) percent of the employee’s last contracted salary, exclusive of any co-curricular salary payments, for those teachers who have been employed in the Aberdeen School District for not less than thirty (30) years or sixty (60) percent for those teachers who have been employed in the Aberdeen School District for not less than twenty (20) years but not more than thirty (30) years. Partial years of service will be counted if employment began prior to January 1.

3. Any employee electing to take longevity pay must notify the Superintendent in writing prior to February 1 of their final year of employment.
4. Annual District longevity pay shall be paid over six (6) fiscal years in July of each year.
5. The employee shall, when making application for longevity pay under this Policy, designate a beneficiary to receive any payments due under this Policy in the event of death.
  - a. Following a death, the remaining annual payments shall be made by the District to the designated beneficiary. The payments shall continue on an annual basis over the remaining six (6) year period.
6. Contributions will be tax deferred. Federal income tax will be due when withdrawn.
7. An employee may take longevity pay only one time in this district.
8. Those eligible for longevity pay shall be eligible to participate in the District's health insurance program to age 65, only if the District's Health Care Benefit Plan so provides.
9. Longevity pay is not to be taken before the end of the school year.
10. Staff will not be allowed to receive longevity pay and then be hired back at the present position and salary, unless there may be extraordinary circumstances. Some of these circumstances could be, but may not be limited to: ability to find a qualified replacement, lack of available certified/licensed staff, special projects, and limited teaching positions.
11. Those teachers not eligible for longevity pay who resign before February 1 will be paid a \$350 incentive.
12. Longevity pay is eligible for current employees effective July 1, 2022.

**ADOPTED:** April 13, 1993

**REVISED:** March 5, 2001

**REVISED:** June 9, 2003

**REVISED:** June 13, 2005

**REVISED:** May 12, 2008

**REVISED:** April 8, 2013

**REVISED:** April 13, 2015

**REVISED:** April 23, 2019

**REVISED:** April 26, 2021

**REVISED:** April 11, 2022

## **ARTICLE VI– REDUCTION IN FORCE**

### **SECTION A**

#### **REDUCTION IN STAFF**

1. Whenever, in the judgment of the Board, it is necessary to reduce staff in the District, the Board shall try to affect such reduction through normal attrition. As determined by the Board and Federal Law, staff who do not meet “highly qualified” certification requirements as stipulated by the State of South Dakota shall be released first.
2. A teacher not on continuing contract (continuing contract defined as at least three (3) consecutive years of teaching at a minimum of 50% of the year) would be reduced in force next. This would be contingent upon the remaining teachers’ abilities to best meet the needs of the District.
3. If a teacher in the District is eliminated due to staff reduction, the Board will determine which teacher or teachers are to be released, considering the following criteria, as applicable. The criteria are not in rank order of importance:
  - a. Student needs;
  - b. Financial conditions of the District;
  - c. Priority of programs;
  - d. Program elimination;
  - e. Recommendation of Administrative staff;
  - f. Evaluation Records;
  - g. Qualifications;
  - h. Certification;
  - i. Longevity; (definition – years of teaching experience in the Aberdeen School District)
  - j. Educational background
  - k. Federal mandates (NCLB guidelines)
  - l. State mandates; and
  - m. Other relevant considerations
4. The teacher in or beyond his/her fourth year of employment who has been notified that his or her position has been eliminated shall notify the Board of any positions for which the teacher wishes to be considered and can establish required qualifications.
5. In making reductions in staff, the Board shall follow the provisions of SDCL §§ 13-43-6.4 through 13-43-6.6.
6. Teachers who are proposed for termination under this Policy who would qualify for the longevity pay option if employed for the following school year, will be granted the longevity pay option at age 54.

## **SECTION B**

### **RECALL**

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. The teacher subject to reduction in force termination shall provide a list of positions for which the teacher wishes to be considered and is qualified to fill. If, during the first fiscal year subsequent to the lay-off, a vacancy occurs in the grade, subject area, and activity for which a laid-off teacher wishes to be considered, written notification will be given to the teacher. Re-employment may be subject to an interview at the Superintendent's discretion.

Recall privileges cease when a staff member resigns. Recall privileges will also cease if, upon written notification of a District vacancy, the staff member fails to notify the Human Resources Department within ten (10) calendar days after the mailing of a written notice of recall. Such notice shall be sent to the last address furnished to the human resources office by the staff member, and the ten (10) day period shall commence to run on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district unless that recall is for anticipated positions in the ensuing year.

**ADOPTED:** May 4, 1989

**REVISED:** June 11, 2001

**REVISED:** June 9, 2003

**REVISED:** June 13, 2005

**REVISED:** May 12, 2008

## **ARTICLE VII – LEAVES**

### **SECTION A**

#### **LEAVE FOR PERSONAL/FAMILY ILLNESS, OR BEREAVEMENT LEAVE**

1. Leave for Personal/Family Illness or Bereavement Leave
  - a. Each member of the certified/licensed staff is allowed to accrue up to fifteen (15) days per year of leave, prorated by FTE, for personal/family illness or accident and illness or bereavement leave, hereinafter collectively referred to as "Illness Leave" to be taken without loss of pay. Leave will accrue at 1 2/3 days per month based on the nine-month period September through May.
  - b. "Family" for purposes of Section A and B of this policy shall include father, mother, husband, wife, children, brother, sister, grandfather, grandmother, grandchildren of either the employee or his or her spouse. It may also include any other relatives who are permanent members of the employee's immediate household. Extenuating circumstances may be referred to the Superintendent.

In one (1) contract year, employees will be allowed to use a total of ten (10) days illness leave for bereavement for an immediate family member and a total of three (3) days illness leave for the funeral of someone other than an immediate family member. Extenuating circumstances may be referred to the Superintendent.

Leave for settlement of estates will be charged to short term leave and not bereavement leave.

Employees, who are parents, would be allowed to use a maximum of five (5) days of family illness leave to care for the employee's spouse and child during the first six weeks after the birth of a baby. Additional days of family illness leave may be granted due to medical complications of the mother and/or baby. Verification by a medical physician will be required.

Employees, other than the parent(s), would be granted family illness leave following the birth of a baby due to medical complications of the mother and/or baby. Verification by a medical physician will be required.

- c. Personal illness leave may accumulate to a total of one hundred (100) days at 1.0 FTE or an equivalent percentage of 100 days if less than 1.0 FTE. If an employee exceeds one hundred (100) days of accumulated illness leave during the school year, the employee may continue to earn illness leave at the rate of 1 2/3 days per month (not to exceed 15 days) during the current school year. If the employee's total accumulated



days exceed one hundred (100) days at the end of the contract year, these accumulated days will be reduced to one hundred (100) days. The employee will then begin the following school year with an accumulated total of one hundred (100) teaching days.

- d. If an employee resigns, retires, or is discharged from employment, any unused accumulated illness leave shall be cancelled.
- e. If a teacher uses his/her planning period to run an errand or to see a doctor and less than one (1) hour is used, no leave should be charged. This presupposes such absences occur INFREQUENTLY. If an errand or an appointment causes an absence of over an hour or if those absences are, in the opinion of the building principal, excessive, leave will be charged.

If it is necessary to hire a substitute for an absence, leave will be charged.

- f. An employee who is absent from work because of an occupational disability arising out of and in the course of his/her employment and which is compensable under Worker's Compensation Law shall be paid his/her regular wages for the number of days equal to his/her accumulated sick leave which shall not be charged against such employee's accumulated sick leave. Thereafter, such employee will draw against his/her accumulated sick leave. Worker's Compensation payments received for the days when regular wages are contained or when sick leave payments are made shall be returned to the District.
- g. Employees shall notify their supervisor of sick leave not submitted in advance. The Human Resources Director or other appropriate supervisor may request a physician's statement concerning such absence.
- h. For purposes of this policy, pregnancy which renders the member unable to perform her assigned duties and disability which follows delivery or termination of pregnancy is deemed to be personal illness. Up to six (6) calendar weeks of paid illness leave, from the date of delivery, will be allowed as a matter of course. Under FMLA, an additional six (6) weeks of unpaid leave will be allowed.
- i. When a member has claimed leave under this policy, for a period longer than three (3) days, the Administration or the School Board may require as a condition to the allowance of benefits a physician's written statement that the member has been disabled for the entire period for which benefits have been claimed. (See FMLA Policy GCCAC and GCCAC-R)
- j. A member, as a condition to receiving benefits under Section A above, shall submit a medical report to the Superintendent, signed by the member's attending physician setting forth the nature of the disability

and the expected date when the member will return to work. If the expected return date is at least twelve (12) months away, then, as a further condition to receipt of benefits, the member shall make application to the South Dakota Retirement System for disability benefits, and a copy of the application shall be furnished to the Human Resources Director. Upon approval of disability benefits under the South Dakota Retirement System, all payments under paragraph d. above shall cease.

- k. Accrued illness leave will be equally applied to co-curricular duties during the scheduled activity.
- l. If a member of the instructional staff adopts a child of pre-school age, he or she will be allowed to use up to six (6) calendar weeks of accumulated personal illness leave to prepare for and accept the child into the home environment. Under FMLA, an additional six (6) weeks of unpaid leave will be allowed.
- m. The Superintendent may, upon being advised by a member or a member's physician that the member has a medical condition which restricts the performance of his or her duties, place the member in a leave status until such time as the member's physician advises the Superintendent in writing that the member may return to full duty without restriction. The leave will be charged to the member's available illness leave so long as the member is entitled to such leave under this policy. Thereafter, the leave would be without pay.
- n. If, after consultation with the member, the Superintendent is of the opinion the member has a medically related problem which is restricting the member's performance of his or her duties, he/she may require the member to provide a written physician's statement as to whether the member's condition is restricting the full performance of the member's duties. If the physician's statement is not received within three (3) working days of the request by the Superintendent, the Superintendent may place the member in a leave status. The Superintendent may grant an extension of up to and including three (3) additional working days to provide the written physician's statement if the staff member demonstrates a need to consult a second physician for an additional opinion, is referred to another physician or has an appointment scheduling problem. The leave will be charged to the member's available illness leave so long as the member is entitled to such leave under this policy. Thereafter, the leave would be without pay.
- o. Employees will report to work on each workday except when on an approved leave day. An approved leave day is when accrued paid leave is used or unpaid leave is granted through an applicable policy or law. Exhausting all approved paid and unpaid leaves is subject to dismissal.

## 2. Extended Illness Leave

- a. Extended Illness Leave, hereinafter referred to as "EIL" shall be established for certified/licensed personnel who are absent due to their own personal illness or injury following the exhaustion of their accumulated illness and annual allotment of short term leave.
- b. The Human Resources Director will administer the EIL. The Human Resources Director will be responsible for reviewing, granting, and/or denying requests for EIL. He/She will also set all guidelines, produce all necessary forms, and carry out any and all duties necessary in administering the EIL.
- c. Each certified/licensed staff member who has exhausted all of his/her current and accumulated illness leave may petition the Human Resources Director for extended illness leave by submitting a written request. The maximum number of illness leave assistance days provided to any one employee shall be thirty (30) days in one rolling twelve (12) month period measured backward from the date an employee uses any leave. Each time an employee takes leave, the amount of leave the employee has taken in the last twelve (12) months will be subtracted from the 30 days of available leave, and the balance remaining is the amount the employee is entitled to take at that time, prorated by FTE. Days may or may not be consecutive. More than one request within a rolling year is possible. Extended illness leave days will be granted at the sole discretion of the Human Resources Director with consultation with the Superintendent, if necessary.
- d. Upon request of the Human Resources Director, the participating staff member shall submit a physician's (or other licensed practitioner's) statement certifying the teacher's inability to perform his/her assigned duties during the period of absence for which the extended illness leave is requested.
- e. Decisions of the Human Resources Director will be communicated to the participating staff member and the payroll office.
- f. Extended illness leave days granted under this policy shall not be deducted from the recipient's future illness leave.
- g. Decisions of the Human Resources Director will not be subject to the District's Grievance Procedure.

## 3. Coordination with the Family and Medical Leave Act

Interpretations with respect to this leave will be governed by The Family and Medical Leave Act of 1993 and the Code of Federal Regulations, Title 29, Part 825, June 4, 1993, as amended, and District Policy GCCAC and GCCAC-R. If a provision of this Section is more restrictive than The Family and Medical Leave Act, or in conflict with it, the provisions of said Act shall apply. To be eligible for FMLA leave, an employee must meet the following requirements:

- a. have been employed by the Aberdeen School District for at least twelve (12) months;
- b. work at least twenty (20) hours per week; and
- c. have worked at least 1,040 hours during the preceding twelve (12) month period.

**REVISED:** July 29, 1997

**REVISED:** June 11, 2001

**REVISED:** June 9, 2003

**REVISED:** June 13, 2005

**REVISED:** May 12, 2008

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**REVISED:** April 10, 2017

**REVISED:** April 23, 2019

**REVISED:** April 26, 2021

**REVISED:** April 11, 2023

## **SECTION B**

### **ASSOCIATION LEAVE**

1. Definitions: The word "Association" is meant to include the Aberdeen Education Association, the South Dakota Education Association, and the National Education Association.
2. The word "officers" will include the following:
  - AEA – President, Vice President, President-Elect, and Committee Chairpersons; Delegates to the SDEA Representative Assembly
  - SDEA – Vice President, Member of the Board of Directors and Committee Members
  - NEA - Director
3. The AEA officers identified in Section 2 above collectively shall be granted up to ten (10) days Association leave. Five (5) of those days shall be at no deduct and five (5) days of Association leave at sub deduct. These leaves are granted so that officers may carry out responsibilities necessary to holding such offices. In those years when an AEA member is an NEA Director, that person shall be granted five (5) no deduct association leave days and the association would pay sub deduct leave for any days required beyond the initial five (5), up to a limit of fifteen (15) days total for this position to carry out the responsibilities of being an NEA Director. The granting of such leave and the apportionment of it among the several officers shall be determined by an appropriate committee of the Aberdeen Education Association; however, the taking of such leave is subject to staffing limitations.

4. No such leave may be granted unless the officer's building principal receives written notice thereof at least five (5) working days in advance of the anticipated absence, unless the notice time is shortened in cases of emergency by the Superintendent or his/her designated representative, in his/her sole discretion. The notice shall specify the name and assignment of the officer and the days he or she will be absent on leave and purposes of the leave.
5. Should an employee covered under this agreement be elected President of the South Dakota Education Association, said employee will be granted an extension of leave without pay and all benefits to a period not to exceed two 3 year terms or 6 years total, and guarantees employment when term is complete, not necessarily a certified position.
6. The intent of this leave is to enhance education in the Aberdeen School District and the State of South Dakota.

**ADOPTED:** September 9, 1993

**REVISED:** April 10, 2017

**REVISED:** April 26, 2021

## **SECTION C**

### **RELEASE TIME FOR ASSOCIATION PRESIDENT**

The President of the Aberdeen Education Association shall be allowed to use the non-contract time throughout the school day and/or year as necessary to conduct Association and School District business. Advance notice to the affected building Principals will be given.

The Association may arrange for up to .5 of the Association President's contract to be release time for the conduct of Association business in the District. This release time shall be funded by the Association at the same salary and benefits as set forth in the President's current contract. The District shall bear the cost of the substitute for the President.

**ADOPTED:** September 9, 1993

## **SECTION D**

### **PROFESSIONAL LEAVE**

1. Superintendent or designee may grant each member professional leave for such things as subject matter meetings, school visitations, workshops, and conferences for the purpose of enhancing the quality of education.
2. The Superintendent or designee may allow a leave under which a member could earn college credit. Such college credit may be applied toward recertification or advancement on the salary schedule.

3. The staff member shall submit a completed professional leave form to the Principal or designee at least five (5) working days prior to the scheduled Leave. The leave form must include a recommendation and signature from the building Principal or immediate supervisor.
4. The Superintendent or designee may authorize district-directed staff development in accordance with Extra Duties Pay.
5. The Superintendent or designee may authorize appropriate reimbursement expenses for professional leave, excluding membership dues.
6. Each individual professional leave application shall be screened using the following criteria:
  - a. supported by immediate supervisor;
  - b. corresponds to an identified goal of the district, building, department, or service area;
  - c. represents a professional growth opportunity;
  - d. Beneficial to school district;
  - e. Funds to support the request are available;
  - f. The applicant's time away from assigned duties;
  - g. Availability of adequate substitute teachers;
  - h. Cost and location of activity.

## **SECTION E**

### **SPECIAL LEAVE**

The Superintendent of Schools, or his/her designee, may approve special leave for an employee for reasons not covered under other leave provisions providing the first three (3) days of short term leave have been used. Such leave shall be for absences due to so called natural disasters or catastrophes or other special cases of documentable circumstances beyond the employee's control. Examples of special cases include, but are not limited to, inclement weather which prohibits the staff member from being in the classroom such as impassable roads due to blizzard, flood, etc.; extensive damage from fire or other causes to real property of the staff member or his immediate family which necessitates the immediate attention or assistance of the staff member; and failure of public transportation which prohibits timely return of the employee. It is further provided that a deduction equal to the current rate of pay for a substitute teacher be made from the teacher's next monthly salary check for the first three (3) days of such leave, prorated by FTE. Additional days of special or short term leave may be approved at full deduct of daily pay. Salary deductions for co-curricular assignments shall be deducted in a pro rate amount (salary for activity divided by the number of activity days) if the leave is taken during the specific activity season.

**ADOPTED:** September 9, 1993

**REVISED:** August 30, 1999

**REVISED:** June 13, 2005

**REVISED:** May 9, 2011

## **SECTION F**

### **LONG-TERM, PROFESSIONAL LEAVE WITHOUT PAY**

Provisions may be made for leaves of absence for professional reasons for long-term leave without pay. Leave requests will be approved or denied by a committee comprised of the Superintendent, School Board President and AEA President or designee.

Under this arrangement, the teacher shall maintain employee benefits accrued prior to the period covered by the leave of absence, but shall receive no compensation and shall not continue to accrue benefits from the School District for the period covered by the leave of absence, except as follows: When Long-Term Leave Without Pay is granted for actual teaching (i.e., college teaching, exchange teaching, etc.) the Board may grant experience credit for all or a part of the period covered by the leave.

All requests of absence for a full year or first semester must be submitted in writing to the Superintendent or his/her designee not later than February 1. Opportunities which arise after February 1 may be submitted for consideration to the Superintendent or his/her designee. The written application for second semester must be submitted no later than July 1. The written application must contain a statement setting forth the reason(s) for the leave. Such leave shall be granted only at the beginning of the school year or semester and may not be extended beyond the one (1) school year in which the leave is granted.

Conditions for reemployment assignment including rights to a previously held position will be at the discretion of Administration. Teachers must have at least three (3) years of service in the Aberdeen Public Schools before attaining eligibility for a Long-Term Leave Without Pay.

Teachers who have been granted Long-Term Leave Without Pay must notify the Superintendent or his/her designee of their intent to return to teaching for the following year by February 1. If the leave is for first semester only, such notification of intent to return to teaching shall be submitted by December 1. Lack of such notification shall terminate the teacher's right to employment.

**ADOPTED:** March 5, 2001

**REVISED:** June 9, 2003

**REVISED:** May 12, 2008

**REVISED:** May 9, 2011

**REVISED:** APRIL 23, 2019

**REVISED:** APRIL 11, 2023

## **SECTION G**

### **POLITICAL ACTIVITY LEAVE**

Leaves of absence for Political Activity for the purposes of being a candidate for political office, or for holding public office, will be arranged within the framework of Board policy and law.

- \* A teacher seeking an extended leave of absence for campaigning, office holding, or other time consuming responsibilities connected with government shall apply for such leave in writing.
- \* The Board shall give the teacher a written answer to a request for political leave.
- \* If the candidate is not elected, he/she shall be returned to his/her position immediately.
- \* Leaves of Absence shall be arranged for a definite period of campaigning.
- \* Leaves of Absence for the period of holding political office, because of the wide variance of demands on time, shall be arranged on an individual basis.

**ADOPTED:** May 4, 1989

**REVISED:** June 11, 2001

**REVISED:** June 9, 2003

## **SECTION H**

### **MILITARY LEAVE**

#### **Active Duty:**

The Aberdeen School District staff shall be granted leave without pay to carry out military obligations in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), if applicable. This act governs leave of absence and re-employment rights for persons who hold positions other than temporary and request leave to perform military training.

Any staff member who is on authorized leave during the school term for the purpose of performing military duty pursuant to the provisions of USERRA shall receive full pay from the District for the period of such absence, not to exceed fifteen (15) working days in one (1) calendar year, provided however, that said staff member shall pay to the District the amount of current rate of substitute pay for the first five (5) days of absence, and the amount of daily rate of pay received from the government for such military duty for the remaining ten (10) days of such absence, or at the option of the staff member, agreed to take the total leave at full salary deduct of daily pay from the District. Salary deductions for co-curricular assignments shall be deducted in a pro rata amount (salary for activity divided by the number of activity days) if the leave is taken during the specific activity season. Mileage, quarters, food and other similar allowances are not considered part of the daily rate of pay.



**Family Members:**

Immediate family members of active duty personnel will be granted up to 2 days of leave with no deduct to attend activation ceremonies, deactivation ceremonies, or graduation for the active duty soldier.

**ADOPTED:** September 9, 1993

**REVISED:** June 13, 2005

**REVISED:** April 8, 2013

**REVISED:** April 13, 2015

## **SECTION I**

### **SHORT-TERM LEAVE**

1. Each certified/licensed staff member may be granted up to five (5) days short term leave, prorated by FTE, subject to the following conditions:
  - a. Two (2) days will be at no-salary deduct;\*
  - b. Two (2) days will be at full-substitute pay deduct;\* and
  - c. One (1) day will be at full-deduct of the daily pay.\*
2. \*Leave taken during restricted periods (see paragraph e), will receive a full-deduct of pay.
3. Leave may be taken in any order.
  - a. Additional short-term leave requests in excess of five (5) days may be granted at the discretion of the Superintendent at full-pay deduct.
  - b. Salary deductions for co-curricular assignments shall be deducted in a pro-rata amount (salary for the activity divided by the number of activity days) if the leave is taken during specific activity season.
  - c. The staff member requesting leave pursuant to this policy shall submit an electronic request for leave.
    - i. The staff member shall submit the request at least five (5) working days in advance of the anticipated absence.
    - ii. The employee, the Building Principal or immediate supervisor shall be notified by the Superintendent, or designee, after action by said office on the request.
    - iii. In cases of emergency, the staff member shall make application as far in advance of the anticipated absence as is possible.
    - iv. Extenuating circumstances will be considered by the Superintendent.

- d. Leave granted under this Policy shall be subject to staffing requirements.
- e. The provisions of sub-section "f" below, together with all other provisions of this policy, shall apply to leave requested under this policy during any and all of the following time periods, all of which are referred to herein as "restricted periods":
  - i. The first five (5) or last five (5) student contact days of the school year, or the first five (5) or last five (5) working days of the period of the individual's employment;
  - ii. Parent - teacher conferences;
  - iii. District Staff Development Program; and
  - iv. A maximum of ten percent (10%) of the certified/licensed teaching staff in a building will be granted short-term leave on any given work day not to exceed a total of 20 certified/licensed teaching staff across the District.
- f. Special provisions for short-term leave during restricted periods.
  - i. Any short-term leave requested during such times shall be granted or denied at the sole and absolute discretion of the Superintendent or designee.
  - ii. In determining whether to grant a request for short-term leave during such times the Superintendent or designee may inquire into the reason for such request.
  - iii. Short-term leave requested during such times shall also be subject to Special Leave Policy.
  - iv. Short-term leave granted during such times shall be subject to full deduct for daily pay for each day requested, as well as deductions for co-curricular pay as set forth in paragraph 3. b. above, unless the request is for attendance at a state-level SDHSAA sanctioned activity or event where the employee's child/legal dependent is actively participating or competing for the Aberdeen Public Schools, the deduction will follow the normal leave policies. This exception does not apply to parent-teacher conferences.
  - v. If an employee wishes to cancel his or her short term leave he or she must notify the immediate supervisor and the Superintendent's Office at least 24 hours prior to when the leave was supposed to take place. Short term leave cannot be cancelled or modified due to illness if leave is to be taken within 24 hours.

- vi. Extenuating circumstances may be considered by the Superintendent.
- g. Unused leave time granted under this Policy shall not be cumulative.
- h. Leave granted under this Policy shall not affect experience increments.
- i. An applicant for leave under this Policy need not state the reasons for which the leave is requested, except in extenuating circumstances as per sub-section "c".
- j. If the teacher chooses not to use his/her short term leave at no salary deduct, the teacher may opt to receive a \$100 per day stipend (maximum \$200) prorated by FTE for each unused day. The payroll office will determine who is eligible for a short term leave stipend and stipends will be paid in May of each year as a miscellaneous payment on the teacher's monthly payroll check.

**ADOPTED:** November 8, 1994

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**REVISED:** April 26, 2021

## **SECTION J**

### **JURY DUTY OR SUBPOENA ABSENCE**

All staff members of the Aberdeen Public Schools who may be called for jury duty or subpoenaed (in connection with matters which are not related to business or direct personal activities of the staff member or his/her family) to appear in court, shall be granted leave with pay for the days or parts of days such absence is required. Any payment received for jury duty or the designated subpoena absence shall be deducted from the regular salary. Mileage, quarters, food and other similar allowances are not considered part of the daily rate of pay.

**ADOPTED:** September 9, 1993

## **ARTICLE VIII – ASSIGNMENT AND TRANSFER**

### **SECTION A**

#### **ASSIGNMENT AND REASSIGNMENT**

The School Board retains the right to assign all employees to work locations which will satisfy the needs of the district and the obligations it has to the public and to the State South Dakota. The Administration will develop regulations and guidelines which implement this policy.

Periodically, there may be vacant teaching positions that can be filled by teachers from within the school or District. The order for considering the filling of these vacancies at any specific site will be as follows:

- a. from within the school (voluntary transfer);
- b. from within the District (voluntary transfer);
- c. from within the school (in-school assignment); and
- d. from within the District (involuntary transfer).

#### **Section A – Voluntary Transfer Criteria**

1. Assignment or transfer of a teacher to another school within the district shall be made by the Superintendent or the Superintendent's designee on the basis of the following criteria:
  - a. Student needs;
  - b. Financial conditions of the District;
  - c. Priority of programs;
  - d. Program elimination;
  - e. Recommendations of Administrative staff;
  - f. Evaluation Records;
  - g. Qualifications;
  - h. Certification;
  - i. Longevity; (definition—years of services in the Aberdeen School District)
  - j. Educational background;
  - k. Federal mandates;
  - l. State mandates; and
  - m. Other relevant considerations.
2. A teacher on a Plan of Assistance may not apply for a transfer until the teacher is removed from the Plan of Assistance.
3. Any teacher receiving a summary evaluation with a "rehire with qualifications" may not apply for a transfer for the following year.
4. A teacher who has received a disciplinary action at the written reprimand level or higher within the last twelve (12) months will not be eligible for a voluntary transfer.

## **Section B – Procedures for Voluntary Transfer between February 1 and June 1**

1. Teachers, either full-time or part-time, who desire a transfer for the following school year in a grade and/or subject assignment, or who desire to transfer to another building shall file a Transfer Request Form to the Human Resources Office before February 1. These requests will be reviewed and granted based upon recommendations of administrators and the need of the District.
2. Teachers interested in a posted position for the following school year that becomes available after February 1 and before June 1 must complete an on-line application prior to the closing date. No voluntary transfer requests will be considered before February 1 or accepted after June 1.
3. Qualified transfers may be interviewed.
4. Normally, transfers will not be made for vacancies which become available within the school year.
5. Once a vacancy has been filed, the Human Resources Office will notify all teachers who requested a transfer to the position.
6. It should be the responsibility of staff to monitor job postings. During the summer months, the Human Resources Office will routinely advertise new positions on the District web site, at the District Service Center and in the *American News*.

## **Section C – In-school Assignment**

1. In order to meet the needs of the educational program, a principal may assign or reassign a teacher to any grade or subject within the building for which the teacher is certified.

## **Section D – Procedures for Involuntary Transfer**

1. When a reduction in the number of teachers in a grade (elementary) or subject (secondary) within a building is necessary, staff members in that school shall be notified verbally by the building principal and in writing by the Superintendent by April 15.
2. Transfers to another school in the district shall be made on the basis of the following: (Criteria not in rank order of importance).
  - a. Student needs;
  - b. Financial conditions of the District;
  - c. Priority of programs;
  - d. Program elimination;
  - e. Recommendations of Administrative staff;
  - f. Evaluation Records;

- g. Qualifications;
  - h. Certification;
  - i. Longevity; (definition—years of services in the Aberdeen School District)
  - j. Educational background;
  - k. Federal mandates;
  - l. State mandates; and
  - m. Other relevant considerations.
3. A teacher who has decided to resign a contractual extra duty assignment may be involuntarily transferred, if necessary, to establish a vacancy for a replacement within the extra duty assignment.
  4. Teachers involuntarily transferred will receive a written notice of placement and the reason(s) for the transfer as soon as practical after the placement is made.
  5. The teacher may appeal to the Superintendent the transfer within two (2) days of receiving written notification of the transfer. The decision of the Superintendent is final.
  6. The district will move all necessary equipment and materials to the teacher's new location at no expense to the teacher.

## **Section E – School Retirement Procedure**

1. The following process will be applied for staffing year in preparation for building retirement and reassignment:
  - \* Reduction in Force Language will be followed.
  - \* Principals will determine staff openings at each building.
  - \* Teaching openings would be posted internally.
  - \* Displaced teachers from retired buildings will submit a list to human resources of their top three (3) teaching assignments.
  - \* Human resources and administration will place staff in one (1) of their preferred positions. There will be no interview.
  - \* Following placement of all displaced staff the recall language will be enacted.

**LEGAL REFERENCES:** SDCL 13-10-2, SDCL Ch. 13-43

**REVISED:** June 9, 2003

**ADOPTED:** November 14, 1983

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