

# **NEGOTIATED AGREEMENT**

**BETWEEN THE  
BELLE FOURCHE SCHOOL DISTRICT 9-1  
AND THE  
BELLE FOURCHE  
EDUCATION ASSOCIATION**

**2024-2025**

**2025-2026**

**2026-2027**

and

**ANNUAL SALARY AGREEMENT  
2024-2025**

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**NEGOTIATED AGREEMENT  
BETWEEN THE  
BELLE FOURCHE SCHOOL DISTRICT 9-1  
AND THE  
BELLE FOURCHE EDUCATION ASSOCIATION**

This agreement is made and entered into at Belle Fourche, South Dakota, by and between the Belle Fourche School District 9-1, hereinafter referred to as the District, and the Belle Fourche Education Association, hereinafter referred to as the Association.

**W I T N E S S E T H:**

**WHEREAS**, both parties to this agreement are desirous of reaching an amicable understanding with respect to the employer/employee relationship which exists between the District and the employees covered by this agreement, and to enter into an agreement covering conditions of employment; and

**WHEREAS**, the parties recognize that all the provisions of this agreement must meet the requirements and procedures required by law and the applicable provisions of the statutes of the State of South Dakota, and that the scope of this agreement is limited exclusively to the provisions contained herein; and

**WHEREAS**, the parties do hereby acknowledge that this agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to material conditions of employment with respect to the unit of employment covered hereby; and

**WHEREAS**, the Association recognizes the right of the Board and the superintendent to operate and manage the affairs of the School District in accordance with its responsibilities under law. The Board and the superintendent shall have all powers, rights, authority, duties and responsibilities conferred upon them and vested in them by the laws and the constitution of the State of South Dakota, subject to the specific and express provisions of the Agreement. The Association recognizes that the Board possesses the sole right and responsibility to operate the school system and recognizes that all management rights repose in it, subject only to the specific and express provisions of this Agreement; and

**WHEREAS**, the Association specifically recognizes that the Board retains the right to assign teachers during the teacher work day and to make and enforce reasonable work rules, consistent with and limited only by the specific and express provisions of this Agreement; and

**WHEREAS**, the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express provisions of this Agreement.

**NOW THEREFORE**, in consideration for execution of this agreement and the covenants of the agreement mutually expressed herein and arrived at by the parties hereto, it is hereby agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

- A. The Belle Fourche School District 9-1 recognizes the Association as the exclusive representative for the purposes of negotiations under SDCL 3-18 for the following:
1. Day(s): The workday for those persons covered by this agreement shall be defined as: teachers are present twenty minutes before school convenes in the morning until twenty minutes after school is dismissed in the afternoon. Duty free lunch breaks will be determined by building principals and the superintendent.
  2. Classroom Teachers: A classroom teacher shall be defined as any employee who is contracted to teach children, grades pre-kindergarten through twelve, and who holds valid certification for that purpose, including librarians. Paraprofessionals and substitute teachers are not included. The terms "certified employees" and "certified staff" appearing in this agreement mean the same as "classroom teachers".

On days when school starts on a delayed schedule due to weather or other emergencies, staff will report to their building forty-five (45) minutes before school convenes. On days when school is dismissed early, staff will be permitted to leave forty-five (45) minutes after school is dismissed providing students have been attended to. Building administrators shall have flexibility within this paragraph in individual circumstances.

All certified employees contracted for less than a 1.0 FTE employee position are granted leaves based on their percentage of full-time. For example, an employee working one-half days, receives ten (10) one-half days of sick leave and two (2) one-half days of personal leave.

This recognition is subject to any statutory provisions for challenge that may be in effect during the duration of this agreement.

- B. Negotiations between the Board of Education and the Association shall be covered by the provisions of SDCL 3-18 as they now exist or as they may be changed from time to time by the legislative process.

## **ARTICLE II**

### **NEGOTIATIONS**

- A. The negotiators for the Board and the negotiators for the Association shall meet at such time as provided for herein and negotiate with respect to material conditions of employment in accordance with the provisions of SDCL 3-18.
- B. The representatives of the Board and the representatives of the Association shall commence negotiations on or before March 1 for the annual salary agreement and on or before February 1 for the three (3) year negotiated agreement. The first meeting will be to set up ground rules. The Association shall be responsible for contacting the Central Office or School Board President to commence negotiations. The District or the Association can recommend up to two (2) language items each year during the term of the Agreement in addition to the Annual Salary Agreement. New language regarding the allowed topics of negotiations may only be introduced at the first two meetings following the ground rules meeting.
- C. The negotiating teams designated by the Board and the Association shall have the power to negotiate for each party and sign tentative agreements in accordance with the provisions of SDCL 3-18. When a substantive agreement is reached, it shall then be submitted for ratification to the Board and the Association. When ratified by both parties, it shall be entered into the official minutes of the Board and signed. There will be three (3) signed copies of the ratified agreement, one (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the superintendent. Copies of this agreement will be placed in the policy books in each school building and available at Central Office during regular business hours. A hard copy of this agreement should be accessible to staff. An updated copy of this Agreement will be placed on the District's website.
- D. If any provision of this Agreement, or any application of the procedural policy to the employees in the unit appropriate for such purposes or to the Board, shall be found

contrary to law, then such provisions or application shall be deemed invalid and of no force and effect, but all other provisions or applications of the balance of the procedural policy shall continue in full force and effect.

- E. If agreement is reached between the Association and the Board of Education after May 1st, contracts issued prior thereto will be amended reflecting the negotiated agreement.
- F. DURATION - Except for the Annual Salary Agreement, the provisions of this Negotiated Agreement shall be effective as of July 1, 2024 and continue in effect until June 30, 2027.
- G. The parties may modify or amend this agreement by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this contract and considered a part of this Agreement.

### **ARTICLE III**

#### **COMPENSATION AND RELATED PROVISIONS**

##### **A. General Terms**

The District and the Association agree that the terms and conditions of wages, rates of pay and hours of work shall be negotiated in a separate agreement referred to as Annual Salary Agreement between Belle Fourche School District 9-1 and the Belle Fourche Education Association.

The Board shall have the authority to provide additional compensation to any and all employees covered by the agreement as it shall see fit notwithstanding the provisions of the annual salary agreement. Additional compensation provided to employees at the District shall not be in lieu of any compensation established by a ratified salary agreement.

The provisions of the annual salary agreement shall be effective July 1 of each year to June 30 of the following year.

##### **B. Extracurricular Salary Schedule**

Reference: The Annual Salary Agreement shall contain the terms and conditions of the extracurricular compensation.

C. Group Health Coverage

The Belle Fourche School District participates in an employees group health coverage plan. As a participant in this plan, the District shall contribute a monthly portion of family and single coverages for certified staff as negotiated by the Belle Fourche Education Association and the Belle Fourche School District as per the Annual Salary Agreement. Certified employees contracted for at least fifty percent (50%) of a full-time employee position are eligible for coverage.

D. Pay Option Plans

Teachers shall be paid in eighteen or twenty-four semi-monthly installments beginning the month of September, less withholding provided by law and additional withholding authorized by the teacher. Teachers will make the election on the election form provided by the District. The election form must be executed and provided to the District prior to the beginning date of the school year. The pay option election is subject to all of the terms of the District's procedures for the pay option election.

The business manager will post on the District's website an annual schedule of Semi-Monthly Pay Dates.

Salary will be paid on the basis of contract days. Any proration will be done on the basis of contract days.

E. Educational Advancement

All college credit hours earned after June 1, 2000 beyond the Baccalaureate Degree shall be applicable for placement on the salary schedule. All coursework must be germane to the employee's present or anticipated assignment within the school system; or be a part of an advanced educational or related degree. Prior approval by the superintendent, through the employee's supervisor, shall be on Form GBAB-1 prior to taking coursework.

Employees anticipating summer school studies must have completed this form and have it approved prior to the last day of school or by June 30th for summer workshops. Evidence of the satisfactory completion of courses shall be by submission of the official grade slip to be followed by the transcript. Official written evidence of completion of course work must be submitted to the central office no later than 4:00 P.M. on the first day of school with students. Transcripts must be furnished to the central office no later than the last working day in September or a deduction of pay for those hours will be made. Teacher must submit form GBAB-2 for advancement.

Compensation and requirements for Educational Advancement shall be as negotiated per the Annual Salary Agreement.

FORM GBAB-1  
EDUCATIONAL ADVANCEMENT

Employee \_\_\_\_\_

Staff Assignment \_\_\_\_\_

Date \_\_\_\_\_

Name of Course	# of Credits	University/College	Date to be Taken
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Degree staff member is working toward (if any): \_\_\_\_\_

APPROVE: Yes \_\_\_\_ No \_\_\_\_

APPROVE: Yes \_\_\_\_ No \_\_\_\_

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

-----

FORM GBAB-2  
FORMAL REQUEST FOR ADVANCEMENT  
ON SALARY SCHEDULE

I have completed the hours necessary to move from \_\_\_\_\_

to \_\_\_\_\_.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



# ARTICLE IV

## TEACHER GRIEVANCE PROCEDURE

### SECTION I - DEFINITIONS

- A. The term "grievance", as used in this procedure shall mean a complaint by a teacher based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, policies, rules or regulations of Belle Fourche School District 9-1 or the State of South Dakota, as they apply to conditions of employment. Negotiations for or a disagreement over, a non-existing agreement, contract, policy, rule, or regulation shall not be considered a grievance subject to this procedure.
- B. The term "teacher" means a classroom teacher, as defined in the negotiated agreement between the Belle Fourche School District 9-1 and the Belle Fourche Education Association, and school librarians and may include more than one teacher or a group of teachers who are similarly affected by the grievance. The term "teacher" does not include aides, substitutes and contracted special services personnel.
- C. The term "aggrieved person" is the teacher or group of teachers asserting a grievance.
- D. The term "days" shall mean working days unless otherwise specified. Refer to Section V. - Miscellaneous (M.) of this Article for grievances filed before the close of the current school term.
- E. The term "Association" shall mean the Belle Fourche Education Association.
- F. The term "Board" shall mean the Board of Education of the Belle Fourche School District 9-1.

### SECTION II - PURPOSES

- A. The purpose of this procedure is to secure, at the appropriate administrative level, equitable solutions to the problems which may, from time to time, arise between teachers and the District concerning conditions of employment, and to facilitate this purpose the proceedings shall be kept informal and confidential as may be appropriate at any level of this procedure.

- B. As the problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation.
- C. Nothing herein contained shall be construed as limiting the right of any teacher having problems to discuss the matter informally with an appropriate member of the administration, or with the appropriate representative of the Association at any time.

### SECTION III - TIME LIMIT

- A. When a teacher, group of teachers or the Association has a grievance, the person(s) shall meet and implement the informal procedures, as outlined above, within fifteen (15) days after the teachers, through the use of reasonable diligence, knew or should have known, of the act or condition giving rise to the alleged grievance. The same time limit shall apply to any group grievance under Article IV, Section V, D.
- B. If the teacher fails to assert the grievance within the time limit set forth above, or fails to adhere to the time limits established in this procedure, the grievance shall be considered waived.
- C. The time limits specified in this procedure may be extended by mutual agreement, provided the time extension is requested within the time limits set forth in this procedure.

### SECTION IV - STRUCTURE

- 1. Informal Procedure:
  - a. When a teacher or group of teachers, or the Association has a grievance, the person shall meet informally with that person's principal or other administrator to whom the person is directly responsible to discuss the matter in an effort to resolve the problem.

- 2. Formal Procedure:

#### Level One: Principal or other Administrator

- a. Within five (5) days after implementing the informal procedure, if an aggrieved

person is not satisfied with the disposition of the problem, the person shall submit the grievance in writing.

- b. A teacher who is not directly responsible to a building principal may submit the formal written grievance to the administrator to whom the person is directly responsible.
- c. Signed copies of the written grievance shall be delivered by the teacher to each of the following: principal or other administrator, and the superintendent of schools. The principal shall within five (5) days from the filing of the written grievance with the principal at this level, meet with the grievant for the purpose of resolving the grievance.
- d. The principal or other administrator, within five (5) days of the filing of the grievance shall render a decision, including reasons for the decision, in writing to the aggrieved person.

#### Level Two: Superintendent of Schools

- a. If the grievant is not satisfied with the decision concerning the grievance at Level One, or if no written decision has been rendered within five (5) days, the grievant shall, within five (5) days after the decision is rendered, or within ten (10) days after filing at Level One, resubmit the grievance in writing to the superintendent of schools.
- b. The superintendent of schools shall within ten (10) days from the filing of the written grievance with the superintendent at this level, meet with the grievant for the purpose of resolving the grievance. The superintendent shall, within ten (10) days after this meeting render a decision, including reasons for the decisions, in writing to the grievant.

#### Level Three: Board of Education

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, the person shall within five (5) days after the decision is rendered, resubmit the grievance to the president of the School Board, or if no written decision has been rendered by the superintendent within ten (10) days after the Level Two meeting the grievant shall within fifteen (15) days of the Level Two meeting, resubmit the grievance to the president of the School Board.
- b. At its next regularly scheduled meeting, or at a time mutually agreed upon by the

parties, the Board shall hold a hearing on the grievance. The decision, including reasons for the decisions, of the Board shall be rendered in writing within five (5) days after the hearing.

Level Four: Department of Labor

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no written decision has been rendered within the time period set forth in the preceding paragraph, the person may, within thirty (30) days after the receipt of the written decision is due, or within thirty (30) days after the written decision is mailed or delivered to the grievant, whichever is earlier, appeal to the South Dakota Department of Labor. 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.

## SECTION V - MISCELLANEOUS

- A. A supply of grievance forms shall be on file with the building principals and the superintendent. Sample forms shall also be included in the Policy Books.
- B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of any participants.
- C. Any party or parties in interest may appear and may be represented at the levels of formal procedure set forth above, by not more than two (2) representatives. When a representative is not a member or representative of the Association, the Association shall have the right to have one spokesperson present, and to have the spokesperson state its views at the formal levels of the grievance procedure, except when the aggrieved person specifically requests exclusion of all but the parties in interest and their respective representatives.
- D. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association shall designate not more than two (2) spokespersons for the Association in processing such a grievance through the remaining levels of the local grievance procedure. Provided, however, that the Association shall not be permitted to file a grievance with respect to any incident or occurrence on which a teacher has already initiated a grievance.
- E. Meetings and hearings under this procedure shall not be conducted in public and shall

include only such parties in interest and their designated or selected representatives referred to in this grievance procedure, however, the vote on the Board's decision on Level Three, grievances shall be made in open session.

- F. When it is necessary for a party, parties in interest, or representatives to attend a Board meeting or hearing called during the school day, the superintendent's office shall notify the party or parties in interest, and principals, 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.
- G. At all hearings conducted under this procedure, the aggrieved person and the administrative representatives may call witnesses and present evidence that is relevant to the matter being considered. The Board may request other witnesses be called for questioning by the parties.
- H. If more than one grievance is filed involving substantially the same matter, the principal, superintendent or Board may consolidate the grievances to expedite the grievance procedure.
- I. If the principal, or appropriate administrator is unable to attend or meet with an aggrieved person due to absence or illness, the meeting will be rescheduled.
- J. No reprisals shall be taken by the Board or the administration against any teacher because of the teacher's participation in a grievance under this procedure.
- K. A grievance may be withdrawn or settled at any level without establishing precedent.
- L. If mutually agreeable, and in the event the requested remedy is beyond the power of the principal or immediate responsible administrator to grant, the grievance may be filed initially with the superintendent as provided in Article IV, Level Two: and, if mutually agreeable and, if the superintendent does not have the power to grant the requested remedy, the grievance may be filed initially with the Board as provided in Article IV, Level Three.
- M. All time limits consist of school days in which pupils are in attendance. When a grievance is submitted within ten (10) days before the close of the current school term, then time limits shall consist of all week days.
- N. The time limits specified in this provision may be changed by mutual agreement, provided the time change is requested within the time limits set forth in this procedure.

BELLE FOURCHE SCHOOL DISTRICT 9-1  
TEACHER GRIEVANCE FORM

NAME(S) OF GRIEVANT(S):

ASSOCIATION REPRESENTATIVE:

WORK LOCATION(S):

ADMINISTRATOR:

I. INFORMAL PROCEDURE

A. Date Grievance Occurred:\_\_\_\_\_

B. Date of informal meeting with the principal:\_\_\_\_\_

II. FORMAL PROCEDURE

A. Principal.

1. Statement of Grievance:\_\_\_\_\_

2. Remedy requested:\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Grievant

3. Date of Meeting with principal:\_\_\_\_\_

4. Decision of Principal:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

Date mailed or served on aggrieved person:\_\_\_\_\_

B. Superintendent of Schools.

1. Statement of Grievance:\_\_\_\_\_

\_\_\_\_\_

2. Reason for submission of grievance to Level Two:

\_\_\_\_\_

\_\_\_\_\_

3. Remedy requested:\_\_\_\_\_

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Grievant

4. Date of meeting with Superintendent:\_\_\_\_\_

5. Decision of Superintendent:\_\_\_\_\_

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Superintendent

6. Date Superintendent's decision mailed or served on aggrieved person:\_\_\_\_\_

C. Board of Education.

1. Statement of Grievance:\_\_\_\_\_

\_\_\_\_\_

2. Reason for submission of grievance to Level Three (attach copies of all previous

requests and decisions):\_\_\_\_\_

3. Remedy requested:\_\_\_\_\_

4. Date of hearing with School Board:\_\_\_\_\_

5. Decision of School Board:\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Board President

6. Date Board decision mailed or served on aggrieved person:\_\_\_\_\_



## ARTICLE V

### SICK LEAVE

- A. The time allowed for sick leave will be ten (10) days per school year, or on a prorated basis if the individual is employed after the start of the school year. Serious illness of a member of the teacher's family shall be considered the same as illness of a teacher, and for the purpose of this paragraph, a teacher's family is defined as: A spouse, child, parent, parent-in-law, or other legal dependant. The amount of sick leave to be used for an illness of a member of a teacher's family shall be limited to no more than the ten (10) days for each school year and no sick leave bank days shall be used in any school year for the illness of a member of a teacher's family.\* When sick leave days and sick leave bank days are exhausted, the teacher may request additional days with a pay deduction computed on the teacher's daily rate. The teacher's daily rate shall be computed by dividing the teacher's annual salary by the number of days provided in the teacher's contract.

\*In extreme cases, the days allowed for family members can be extended up to an additional ten (10) days strictly at the discretion of the School Board. The approval of any request for leave under this article shall not be construed as a binding precedent upon any future decisions made by the Board for such leaves.

- B. Any unused days of sick leave granted on an annual basis may be allowed to accumulate to a total of seventy (70) working days. If a teacher used three (3) consecutive days of sick leave for any of the reasons authorized herein, a doctor's statement may be requested by the principal, indicating the teacher's ability to reassume teaching duties.
- C. Any teacher who has accumulated the maximum amount of sick leave shall be paid for each day of sick leave which is not used during the current school year and which cannot be accumulated under the provisions of this article, at a sum equal to the amount paid by the District to a certified substitute school teacher during the current school year. This payment shall be made by the District to the teacher at the conclusion of the current school year. However, in the event the teacher was suspended at anytime during the school year and the suspension was found to have merit, the number of days this payment applies to shall be reduced by one (1) for each day the teacher was suspended.
- D. Teachers will not be compensated for any accumulated sick leave days when employment with the District is discontinued other than provided in Section C. above.

## **ARTICLE VI**

### **FAMILY MEDICAL LEAVE ACT FOR TEACHERS**

Under the Family and Medical Leave Act of 1993, an eligible teacher may take up to 12 work weeks of leave during any 12-month period for any of the following reasons:

1. The birth of a child of the teacher and in order to care for such child;
- B. The placement of a child with the teacher for adoption or foster care;
3. In order to care for a spouse, a child, or parent of the teacher, if such spouse, child or parent has a serious health condition; or
4. Because of a serious health condition that makes the teacher unable to perform the functions of the teacher's position.

"Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

5. Entitlement to leave that the Act provides for a birth or placement of a child expires at the end of the 12-month period beginning on the date of such birth or placement.

Leave granted under the Family and Medical Leave Act consists of unpaid leave.

If an teacher asks for leave because of his or her serious health condition or because of the serious health condition of a spouse, son, daughter, or parent, the district may require the request to be supported by timely certification from the health care provider of the person with the condition.

In any case in which a husband and wife are both teachers entitled to the provisions of the Family and Medical Leave Act, the aggregate number of work weeks of leave to which both may be entitled shall be limited to 12 work weeks during any 12-month period, if the leave is taken because of the birth or placement of a child or to care for a sick parent.

Leave taken under the Family Medical Leave Act for birth, adoption or foster care purposes may not be taken intermittently or on a reduced leave schedule. The term "reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per work day, of a teacher.

The amount of leave available to a teacher under the Family Medical Leave Act to care for a spouse, child, or parent or for the birth, adoption or foster care placement of a child shall be

reduced by the amount of paid leave (sick, vacation or personal) taken by the teacher for the same or a related reason.

There are additional provisions for eligible teachers with covered family members in the Regular Armed Forces which may be available.

## **ARTICLE VII**

### **SICK LEAVE BANK**

- A. It is agreed that a voluntary sick leave bank, which will be allowed to accumulate days from year to year, shall be established by certified teachers who elect to participate. Each participating teacher's contribution shall be two (2) days of annual sick leave for the first five (5) continuous years of participation. For each year of participation, the teacher shall elect to participate in the sick leave bank on or before the first Monday in October of each school year. Appropriate contribution forms will be prepared by the Association and contribution forms shall be filed with the District's Business Office on or before the date set for participation. Days contributed shall be considered "used" under Article V - Sick Leave.
- B. Each participant contributing the maximum number of days shall not be required to contribute days to the bank when the total number of days in the sick leave bank exceed six hundred (600). In the event the total number of days in the bank falls below six hundred (600), each vested teacher desiring to participate in the bank would be required to contribute an additional day for each school year until such time as the bank has a total of six hundred (600) days or more. All teachers desiring to participate in the sick leave bank shall be required to contribute two (2) days per year, up to the maximum of ten (10) days, notwithstanding the fact that there are six hundred (600) or more days in the bank.
- C. A participating teacher must use all his/her annual sick leave and accumulated sick leave before borrowing any days from the bank. Any request must be accompanied by a treating physician's report. A participating teacher may borrow five (5) times the number of days contributed to the sick leave bank; however, fifty (50) days shall be the maximum number of days any participating teacher may use per school year. A participating teacher may only draw from the sick leave bank for his/her own personal illness or disability. Teachers who have used sick leave bank will be given the option to contribute additional days each fall.

When a teacher uses days from the sick leave bank and chooses to replace those days, they can be replaced as follows:

Days Used from Bank (regular print) - Bank Contribution (italicized)

0-5, *1 day*; 6-10, *2 days*; 11-15, *3 days*; 16-20, *4 days*; 21-25, *5 days*; 25-30, *6 days*; 31-35, *7 days*; 36-40, *8 days*; 41-45, *9 days*; 46-50, *10 days*.

- D. Application for borrowing from the sick leave bank shall be reviewed by the Sick Leave Bank Committee, which shall be composed of five (5) teachers appointed by the Association.
- E. The Sick Leave Bank Committee shall retain the right to review periodically the status of any participating teacher who has drawn from the bank. The Sick Leave Bank Committee shall make its recommendations on any application to the Board, which shall retain the right to either approve or reject any such recommendation received from the Sick Leave Bank Committee.
- F. The records on said Sick Leave Bank shall be kept by the School District Business Office and the Association shall have the right to periodically examine the records during normal business hours.

## **ARTICLE VIII**

### **PERSONAL LEAVES AND ABSENCES**

- A. Teachers shall be granted two (2) days of personal leave per year without pay deduction. If a teacher does not use his or her two (2) days of personal leave without pay deduction for any one (1) school year, such unused personal leave shall be allowed to accumulate to a total of five (5). No more than five (5) personal leave days may be used in any one school year. Said personal leave cannot be used for more than two (2) consecutive schools days at any one time. This consecutive clause shall be subject to the reasonable exercise of discretion by the superintendent to address unusual circumstances.
- B. Requests for personal leave shall be submitted via the District's absence management system to the principal at least 48 hours in advance of the requested leave, provided that in an emergency, such application may be made at a later time with an explanation of such emergency. Final approval or disapproval of personal leave will be at the discretion of the superintendent. Personal leave will not be deducted from accumulated sick leave. The approval of any request for personal leave under this article shall not be construed as a binding precedent upon any future decisions made by the superintendent on requests for personal leave.

- C. Any teacher who has accumulated the maximum amount of personal leave provided for in this article will be paid for each day of personal leave which is not used during the current school year and which cannot be accumulated under the provisions of this article, at a sum equal to the amount paid by the District to a certified substitute teacher during the current school year. This payment shall be made to the teacher by the District at the conclusion of the current school year.
- D. Teachers will not be compensated for any accumulated personal leave days when employment with the District is discontinued, other than is provided for in Section C., above.
- E. Three (3) days per year, from accrued sick leave, shall be available to teachers for discretionary leave. All personal leave days must be depleted before discretionary leave is granted. A maximum combination of five (5) personal and discretionary days per school year can be used. Unused discretionary leave shall accumulate as sick leave.
- F. Requests for discretionary leave and reason for requesting such leave shall be in writing and submitted to the principal at least three (3) days in advance of the requested leave. Final approval of discretionary leave will be at the discretion of the superintendent. The approval of any request for discretionary leave under this article shall not be construed as a binding precedent upon any future decisions made by the superintendent on requests for discretionary leave. Denials are not grievable.
- G. No personal or discretionary leaves will be granted during the first week or the last two weeks of the school year. Personal or discretionary leaves before or after a holiday can be taken as long as no more than ten percent (10%) of the staff, rounded to the next whole person in any one building, is gone for personal or discretionary leave. This restriction shall be subject to the reasonable exercise of discretion by the superintendent to address unusual circumstances.
- H. Other Leave may be allowed when no personal leave under this Article is available due to unusual and unforeseen circumstances and granting such leave is deemed to be in the best interest of the employee and District. When other leave is granted, the teacher's pay is deducted at the teacher's daily rate of pay.
- I. In the sole discretion of the superintendent, a teacher may be granted up to two (2) days per year of paid leave to perform leadership duties for a civic function. Upon written request to the superintendent, additional days of leave may be granted to perform civic functions. All such leave taken shall be charged against the teacher's available sick leave.

## **ARTICLE IX**

### **BEREAVEMENT AND LEGAL LEAVES**

- A. Five (5) days will be allowed for each case of a death in the teacher's family. The teacher's family is defined as: A child, wife, husband, parent, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, or any member of the teacher's household not previously listed.

Three (3) days will be allowed in the case of the death of teacher's aunt, uncle, nephew or niece.

- B. Teachers may serve on either state or federal juries with no deduction made from their salary; however, the per diem paid for each day of jury duty shall be retained by the District. Leave requests for other judicial matters, not in control of the teacher, shall be in writing and submitted to the principal at three (3) days in advance of the requested leave. Final approval or disapproval of this leave will be at the discretion of the superintendent. The approval of any request for leave under this article shall not be construed as a binding precedent upon any future decisions made by the superintendent for such leaves. The compensation which a teacher is entitled to retain is for the following reimbursable items, but not limited to the same: Mileage, rooms, meals, etc.

## **ARTICLE X**

### **PROFESSIONAL LEAVE**

- A. Professional Leave - Association Leave. The Belle Fourche Education Association shall be allowed a total of ten (10) days of leave per year for its members to attend SDEA/NEA sponsored activities at no cost to the School District except substitute teacher costs. Ten (10) additional days of association leave shall be allowed with BFEA reimbursement to the District for the cost of substitutes.
- B. Professional Development. Each teacher shall be allowed to request limited professional leave to attend a clinic, class, workshop, seminar, or conference directly related to his/her contracted obligation.

- C. Professional Leave - Professional Duties. Teachers elected to a state or national office in an organization related to the teaching profession will be allowed up to five (5) days per year to attend required meetings of the organization. Requests for leave under this article shall be in writing and submitted to the principal, at least three (3) days in advance of the requested leave.
- D. Consultants, Judges, or Sports Officials Leave - A teacher asked to serve as a consultant, judge, or sports official in a South Dakota High School Activities Association (SDHSAA) sub-state or state contests (this does not include regular season games or contests) or Department of Education (DOE) sponsored events during the school year shall submit a written request for release upon notification from SDHSAA or DOE to his/her building principal. A salary deduction equal to the amount paid to a noncertified substitute will be applied for this leave. If the event is unpaid, no salary deduction will be made.
- E. Final approval or disapproval of any leave in this article will be at the discretion of the superintendent. The approval of any leave under this article shall not be construed as a binding precedent upon any future decisions.

## **ARTICLE XI**

### **EXTENDED MATERNAL SICK LEAVE**

- A. Written notice of pregnancy shall be given by the teacher to the superintendent at least three (3) months before the expected delivery date. Disability caused by or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom will be treated as a temporary disability for which sick leave may be taken. The beginning and termination dates of the sick leave shall be determined by the teacher and the physician.

A teacher may use no more than thirty (30) accumulated days of her sick leave for disability caused by or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom, unless the teacher has an extraordinary medical need requiring extended leave. An "extraordinary medical need" exists when the teacher is not physically able to substantially perform her duties without jeopardizing her health, safety or welfare.

The entitlement to sick leave for disability caused by or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom, which occurs during the school year, shall expire when the teacher has exhausted her accumulated sick leave or 30 week days (Monday-Friday) from the first day sick leave is taken whichever occurs first. The entitlement to sick leave for disability caused by or contributed to by pregnancy,

miscarriage, childbirth or recovery therefrom, which occurs outside of the school year, shall expire after thirty (30) week days from the date of birth unless the teacher has an extraordinary medical need requiring extended leave.

- B. Nothing in this section shall restrict, impede or interfere with a teacher's right to unpaid leave provided by the Family Medical Leave Act or elsewhere in this Negotiated Agreement or the policies of the Belle Fourche School District.
- C. Contingent upon the availability of a qualified replacement, the Board will grant an unpaid leave of absence, not to exceed one school year following childbirth or the date of adoption. Insofar as possible, the beginning of the leave shall be set at a natural break in school activities (semester, vacation, school holiday).
  - 1. All accumulated benefits and rights of employment previously gained shall be retained upon return.
  - 2. An employee on leave of absence, under this article, for one year shall notify the District, in writing, by March 1st of his/her intent to return for the following year. Employees on leave for less than one year shall give written notice to the District prior to sixty (60) calendar days of his/her intention to return to employment.
- D. Regular sick leave days are only deducted for actual contract days missed during the maternal sick leave.

## **ARTICLE XII**

### **ADOPTION LEAVE**

- A. In case of adoption, a teacher may use no more than thirty (30) accumulated days of sick leave. The entitlement to sick leave for the care of a newly adopted child under the age of five (5) shall begin upon placement of the child in the teacher's home. The entitlement to sick leave for the care of a newly adopted child under the age of five (5) which occurs during the school year, shall expire when the teacher has exhausted all accumulated sick leave or 30 week days (Monday-Friday) from the first day sick leave is taken whichever occurs first. The entitlement of sick leave for the care of a newly adopted child under the age of five (5) which occurs outside the school year, shall expire after thirty (30) week days from the date of placement.
- B. Nothing in this section shall restrict, impede or interfere with a teacher's right to unpaid



leave provided by the Family Medical Leave Act or elsewhere in this Negotiated Agreement or the policies of the Belle Fourche School District.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

- A. A regularly employed teacher with three (3) or more years of satisfactory continuous service with the District may be granted a leave of absence not to exceed one (1) academic year, for care of immediate family, for full time attendance as a student at an accredited college or university, or because of a unique situation peculiar to the individual concerned, if approved by the Board.
- B. Employee benefits shall not be provided or accrued, but the teacher may retain the group insurance by paying full monthly premiums. Upon return from leave the teacher shall retain any sick leave accumulated prior to the leave of absence. Increases in salary will not be granted during the leave of absence. However, in granting a leave of absence to an eligible teacher, the Board of Education obligates itself to offer to the teacher, upon termination of leave, employment of as nearly comparable status as possible at the time.
- C. Application for a leave of absence shall be made in writing prior to May 1st preceding the year for which such leave is granted. Notification of the Board's decision on the leave will be given thirty (30) calendar days after the date of application. This leave of absence is granted without pay. If enrolled in academic study, the individual must carry a minimum of twelve (12) hours in his major preparation or full-time student status each semester as defined by the institution he is attending.
- D. The number of leaves of absence granted during any one school year is limited to no more than two teachers per year providing suitable replacements are obtained.
- E. The teacher, on this leave, must notify the District by March 1 of his/her intent to return for the following school year.

## **ARTICLE XIV**

### **TEACHER EVALUATION**

#### Purpose

The primary purpose and role of an evaluation program is to strengthen and improve the education program of the District by assisting the individual teacher in becoming a better and more effective teacher.

Other purposes are:

1. To provide structured and informal opportunities for administrators and teachers to objectively consider and evaluate the effectiveness and the contribution of the teacher to the total school program. It is the belief of the Board, Administration, and Association that these evaluations provide an opportunity for a teacher to learn strengths and possible weaknesses and to improve in effectiveness as a teacher.
2. To aid in planning programs of in-service training for all teachers and to identify areas in which teachers need individual assistance and support.
3. To encourage teachers to constantly self-evaluate their teaching effectiveness in accordance with evaluation criteria.
4. To provide an objective means by which recommendations may be made to the Board regarding the employment status of teachers and to provide data for reports, studies, recommendations as needed.

#### Formal Evaluation Procedures

Board Policy GBE - Teacher Evaluation shall be the Teacher Evaluation procedure for the District and the employees covered by this agreement.

#### Just Cause

A teacher may be terminated, by the School Board, at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the School District. SDCL 13-43-6.1.

## **ARTICLE XV**

### **REDUCTION IN PROFESSIONAL STAFF WORK FORCE**

#### **A. STAFF REDUCTION**

In the event the Board determines that staff reduction is necessary, the following procedures will apply:

1. An effort will be made to effect the reduction through normal attrition and through nonrenewal of noncontinuing contract teachers.
2. Positions held by persons with less than full certification for their current teaching assignment will be open if the position is needed and will be available for a continuing contract teacher who has been notified that his/her position has been eliminated.
3. If a position of a continuing contract teacher is terminated due to staff reduction, the Board will determine which continuing contract teacher or teachers are to be released using the following criteria, as applicable. This criteria is not necessarily in order of importance. No one criteria will be the sole basis for Reduction in Professional Staff Work Force decision-making.
  - a. student needs
  - b. evaluation records
  - c. qualifications
  - d. certification
  - e. educational background/experience (not length but quality)
  - f. state/federal mandates
  - g. longevity
  - h. financial condition of District
4. Staff reduction shall be made by and within administrative areas. High School shall be grades 9-12, Middle School shall consist of grades 5-8, and Elementary School shall be grades Pre-K through 4<sup>th</sup>. Title personnel are included in their respective administrative area. Subject areas where K-12 endorsements pertain, reduction in force will be made Districtwide.

A teacher in one position who is reassigned to another administrative area will not lose seniority.

5. Staff members cannot transfer out of the administrative area in which they are

working because of staff reduction unless there is a vacancy they are qualified for in another administrative area. (See Section B - Recall).

The Board will provide the continuing contract teacher who has been notified that his/her position has been eliminated with a list of those positions described in steps 1, and 2, above. The list should accompany the letter of intent.

In making staff reductions involving professional staff members on continuing contract status, the Board also will follow the provisions of state law.

#### B. RECALL

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. If, during the first fiscal year subsequent to the time a continuing contract teacher is laid off because of reduction in staff and a vacancy occurs in the grade, subject areas or activities (activities - at or below level previously held) in which a laid-off teacher had been teaching or is qualified to teach, re-employment shall be extended to the teacher in reverse order of lay-off. When more than one staff member has the same recall date and is qualified for the open position the Board may consider, among other things, recommendations of administrative staff, qualifications, years of service and educational background in selecting the person to be hired. A recalled teacher shall retain all accumulated benefits and rights of employment previously gained.

Recall privileges cease when a staff member resigns. Recall privileges will also cease if upon being recalled the staff member fails to report within 20 calendar days after the mailing of a written notice of recall. Such notice shall be sent by certified mail to the last address furnished to the superintendent by the staff member and the 20 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.

## ARTICLE XVI

### MISCELLANEOUS

- A. Notice of Assignment - Employees shall be given notice of their tentative teaching assignment for the forthcoming year by June 1st. In the event changes in such assignments are deemed necessary by the District, the employees affected shall be notified as soon as possible.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the 8th day of April, 2024.

ATTEST:

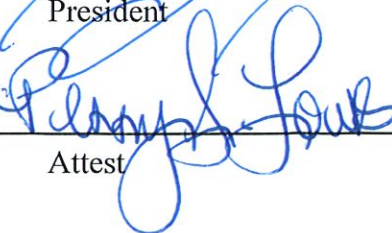
#### BELLE FOURCHE SCHOOL DISTRICT 9-1:

By:   
President

By:   
Business Manager

#### BELLE FOURCHE EDUCATION ASSOCIATION:

By:   
President

By:   
Attest

**SALARY AGREEMENT  
BETWEEN THE  
BELLE FOURCHE SCHOOL DISTRICT NO. 9-1  
AND THE  
BELLE FOURCHE EDUCATION ASSOCIATION  
2024-2025**

**DURATION** - The provisions of this salary agreement shall be effective July 1, 2024 and shall terminate on June 30, 2025. When a new agreement is adopted, it shall be fully retroactive to June 30, 2025.

**SALARY PLAN**

As per Article III of the Negotiated Agreement, the District and Association agree to the following salary plan for the 2024-2025 school year: (See Exhibit "A")

**EXHIBIT "A"**

**Salary Plan**

July 1, 2024- June 2025

Returning teachers, for the 2024-25 school year, will receive a **\$2,800** salary increase according to their individual pro-rated full time equivalency. Teachers on a plan of assistance will not be given a salary increase.

In reference to Article III. F. Educational Advancement: Teachers currently on staff will receive additional salary increases upon attaining sufficient coursework at specific interval categories as follows: (ie. Masters degree will include the increments of BA+15, BA+30, BA+45 and BA+60)

BA+15 credits	\$1,000
BA+30 credits	\$1,000
BA+45 credits	\$1,100
BA+60 credits	\$1,100
Masters degree	\$1,100
MA+15 credits	\$1,100
MA+30 credits	\$1,100
MA+45 credits	\$1,100

New teachers employed by the Belle Fourche School District will be placed according to the Belle Fourche School District Hiring Guideline. The Board reserves the right to hire incoming personnel off the hiring guideline under extenuating circumstances. The hiring guideline will be negotiated annually between the Board and the Belle Fourche Education Association. See Exhibit "B" which is attached hereto and by reference incorporated herein.

The Employee's share of deductions (i.e. social security/Medicare and retirement) shall be deducted from all raises/stipends.

Teachers will be compensated \$25.00 per hour when covering another staff member's class.

## EXTRACURRICULAR SALARY SCHEDULE

As per Article III. B. of the Negotiated Agreement, all extracurricular supervisors, as assigned by the Board of Education will receive the following compensation for the 2024-25 school year: See Exhibit "C" which is attached hereto and by reference incorporated herein. The formula for computation of the extracurricular positions for fiscal year 2024-25 are included and made part of this agreement.

## GROUP HEALTH COVERAGE

As per Article III. C. Group Health Coverage of the Negotiated Agreement, the District shall pay \$608.00 per month toward the single plan and \$1,134.00 per month toward the family plan.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the 8<sup>th</sup> day of April, 2024.

ATTEST:

### BELLE FOURCHE SCHOOL DISTRICT NO. 9-1

By:   
President

By:   
Business Manager

### BELLE FOURCHE EDUCATION ASSOCIATION

By:   
President

By:   
Attest

**BELLE FOURCHE SCHOOL DISTRICT 9-1****HIRING GUIDELINE****2024-2025****Exhibit "B"**

STEPS	BA	BA +15	BA +30	BA +45	BA +60	MA	MA +15	MA +30	MA +45
8	47,250	48,500	49,750	51,100	52,200	53,300	54,400	55,500	56,600
7	47,100	48,300	49,500	50,800	51,900	53,000	54,100	55,200	56,300
6	46,950	48,100	49,250	50,500	51,600	52,700	53,800	54,900	56,000
5	46,800	47,900	49,000	50,200	51,300	52,400	53,500	54,600	55,700
4	46,650	47,700	48,750	49,900	51,000	52,100	53,200	54,300	55,400
3	46,500	47,500	48,500	49,600	50,700	51,800	52,900	54,000	55,100
2	46,350	47,350	48,350	49,450	50,550	51,650	52,750	53,850	54,950
1	46,200	47,200	48,200	49,300	50,400	51,500	52,600	53,700	54,800



**BELLE FOURCHE SCHOOL DISTRICT 9-1  
EXTRA CURRICULAR SALARY SCHEDULE  
2024-25  
EXHIBIT "C"**

<b><u>CODE</u></b>	<b><u>POSITION</u></b>	<b><u>BASE</u></b>
10	Head HS Football/Head HS Basketball/Head HS Track/Head HS Wrestling/ Head HS Volleyball/Head HS Cross-Country/Head HS Soccer/ HS Strength and Conditioning/FFA/Special Olympics/MS Activities Coordinator	3825
9	HS Yearbook/Extra H.S. Band Functions/HS Student Council Advisor	2295
8	Asst. HS Football/Asst. HS Basketball/Asst. HS Cross-Country/ Asst. HS Wrestling/Asst. HS Volleyball/Asst. HS Track/Asst. HS Soccer/ Asst. Special Olympics	2040
8	Competitive Dance/Competitive Cheer	2040
7	HS Cheerleaders	1785
6	9th Basketball/9th Volleyball/9th Football/Head MS Track	1530
5	MS Football/MS Basketball/MS Track/MS Volleyball/MS Wrestling/ MS Cross Country/Asst. HS Student Council Advisor	1275
5	Head Girls Golf/Head Boys Golf	1275
5	Drill Team	1275
5	HS Musical Director/Extra HS Chorus Function	1275
4	Asst. MS Football/MS Play	1020
4	Variety Show/School Play/Oral Interpretation	1020
4	FCCLA Sponsor/Newspaper/FBLA	1020
3	Assistant Directors/HS Musical	765
3	MS Asst. Coaches/MS Cheerleaders/MS Dance Team	765
2	One-Act Plays/MS Performing Arts	510
2	HS Knowledge Bowl/MS Knowledge Bowl	510
2	Extra MS Band & Chorus Functions	510

**UN-CODED SPONSORS**

Freshmen Class Sponsor - 250	Middle School Student Council - 500
Sophomore Class Sponsor - 1225	MS Math/Science Club Advisor - 500
Junior Class Sponsor - 1225	HS Math/Science Club Advisor - 500
Senior Class Sponsor - 1225	MS Science Fair Advisor - 500
Honor Society - 1200	HS Spanish Club Advisor - 500

**SALARY SCHEDULE FORMULAS FOR EXTRA CURRICULAR - 2024-25**

1. BASE = CODE times 255
2. SALARY = YEARS IN PROGRAM times 255 + BASE
3. MAXIMUM SALARY = TWO (2) times BASE (Code 10 Maximum Salary = BASE divided by 75%)

**EXPERIENCE CREDIT \***

1. Code 10 -- Up to five (5) years
  2. Codes 8 & 9 -- Up to eight (8) years
  3. Codes 3-7 -- Up to six (6) years
  4. Code 2 -- Up to two (2) years
- \* Is not retroactive but based on level when hired.