

**PROFESSIONAL NEGOTIATIONS AGREEMENT**  
**BETWEEN**  
**BISON SCHOOL DISTRICT 52-1**  
**BOARD OF EDUCATION**  
**PERKINS COUNTY, BISON, SOUTH DAKOTA**  
**AND**  
**BISON EDUCATION ASSOCIATION**

**2024-2025**



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**Article I**  
**RECOGNITION**

**1/94**

- 1.1** Pursuant to the provisions of SDCL 3-18, the School Board of School District #52-1, Bison Independent School District, Bison, South Dakota, hereinafter referred to as the "Board", recognized Bison Education Association, hereinafter referred to as the "Association", as the sole and exclusive representative for all regularly employed certificated personnel hereinafter referred to as "employees", except for the Superintendent and business manager.
- 1.2** The Board agrees not to negotiate or to consult with any other employees' organization, individual employee, or group of employees with regard to negotiable items as defined in Article V, Section I, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this agreement.

**1/94**

- 1.3** Pursuant to SDCL 3-18-2, this recognition shall be continuous until questioned by the Board, labor or employee organization or employees. Any challenge to recognition must be processed pursuant to the provision of State Law.

**Article II**  
**EMPLOYMENT CONDITIONS**

**2.1 EMPLOYEE WORK DAY**                           **3/15**

The normal school day, exclusive of time necessarily required to perform extra-duty and extra-curricular assignments, shall be eight (8) hours in length. There will be no tutoring Fridays. Each employee shall be entitled to at least a fifty (50) consecutive minute prep period four days a week.

**2.2 OUTSIDE INCOME**                           **8/02**

Teacher will not be drawing an extra wage on school time from an outside income.

**2.3 BUYING OF PREP TIME**                           **3/15**

The Board may, with the teacher's approval, purchase said teachers prep time from them at the rate of **1/7 of the current base salary** for the purpose of teaching an extra class.

**2.4 NOTIFICATION OF ASSIGNMENTS**                           **6/96**

No teacher shall be assigned to a teaching area outside of his or her endorsement or level of certification, i.e. elementary or secondary. Teachers shall receive tentative notification of assignments including subject area(s), grade level(s), and school assignment when contracts are issued. If reassignment becomes necessary, the administration shall notify any teacher facing reassignment and the BEA chairperson or BEA summer contact person by July 1st. When a teacher is notified prior to July 1st, he or she shall be allowed to resign without assessment of liquidated damages if he or she finds the changes are unacceptable. After July 1st, reassignment will occur only in the event of personnel changes or significant changes in enrollment levels.

**2.5 CRIMINAL BACKGROUND CHECK**                           **8/02**

The Bison School District will pay the cost of the background check required of all newly hired employees including substitute teachers and support staff.

**2.6 STAFF WORK DAY**

Each certified teacher who logs eight hours working in their room prior to school starting will receive \$100.00 total for those eight hours.

**2.7 CLASS SCHEDULE****1/94**

Curriculum changes or class scheduling changes shall not be made without consultation with the faculty. The secondary faculty shall act as a committee to help the Superintendent make such changes in the high school.

The elementary faculty shall act as a committee to help the Superintendent make such changes in the elementary. When the proposed changes involve both the elementary and secondary, the Superintendent shall convene a meeting of the faculty as a whole to help make the changes. The Board will make the final decision.

**2.8 SCHOOL CALENDAR**

The adoption of the school calendar shall not be made without the input of the faculty. The faculty shall act as a committee to help the appropriate administrator with the planning of the calendar. The Board must make the final decision.

**2.9 EARLY DISMISSAL****4/17**

School will be dismissed at 1:33 on the days before Thanksgiving and Christmas vacation.

\* If the school calendar allows for the Wednesday before Thanksgiving to be part of the holiday: there will not be an early dismissal on Tuesday of Thanksgiving week.

**2.10 SUPPLEMENTAL SUPPLY BUDGET**

Each full-time certified teacher will be granted a \$100 yearly supplemental supply budget in excess of requisitioned items that may be utilized for classroom supplies and/or equipment without prior approval from administration so long as receipts are provided to the business office for reimbursement within a timely fashion. Any unused portion of the yearly budget may not be carried over to subsequent years.

**2.14 COMPLAINT PROCEDURE****5/13**

Constructive criticism will be welcomed by the Board when it is motivated by a sincere desire to improve the quality of the educational program or equip the schools to do their tasks more effectively. For the purpose of this article, the term complaint shall mean any written comment that causes a board member or administrative agent of the district to have concerns about an employee's conduct or status.

The Board believes that complaints are best handled and resolved as close to their origin as possible, and that the staff should be given every opportunity to consider the issues and attempt to resolve the problem prior to involvement by the Board.

## INFORMAL PROCEDURE

Any patron of the district wishing to express a complaint should first utilize normal channels of communication, such as discussing the matter with the appropriate teacher, administrator, board member or other employee in order to seek clarification of areas of concern and resolve the difficulty. While those with complaints are encouraged to discuss the matter directly with employees closest to the complaint, the board also recognizes that at times, anonymity and confidentiality are necessary and, at this informal stage, this is acceptable to the Board.

## FORMAL PROCEDURES

### Stage One

If the patron is not satisfied with the disposition of the complaint through the informal procedures, the first stage of the formal complaint procedure shall be to notify the Superintendent, who will in turn advise the teacher. This notification will result in a meeting between the Superintendent and the teacher in question. The patron may or may not be involved at this meeting.

### Stage Two

If the patron or teacher is dissatisfied with the decision at Stage One, either may request a meeting with the Superintendent of schools.

### Stage Three

If the patron or teacher is dissatisfied with the decision of the Superintendent, either may file a written complaint with the board of education. At the next regular meeting the board will consider the written complaint and prescribe a procedure as it may deem appropriate for consideration of the complaint. The Board shall make a final decision on the matter at the regular meeting or a special board meeting. The Board shall then notify the patron and teacher in writing of its decision.

If the Board or its administrative agent feels that the complaint should become a part of the faculty member's record, proper notification shall be given. When it is felt that the complaint is grounds for further action, due process procedures shall be followed.

Exceptions to this policy shall be made when the complaints concern Board actions or Board operations only.

## Article III LEAVES

### **3.1 SICK LEAVE**      **4/17**

Each full time employee shall be entitled to 14 days of sick leave per school term without loss of pay. Sick leave shall accumulate to 40 days. Upon reaching the maximum accumulation, each employee shall be allowed to draw upon the 14 days allotted for the current school term before drawing upon the accumulation.

For those employees less than full time, sick leave will be prorated as per the term of their contract.

Sick leave shall be interpreted to mean personal illness or illness or death in the family.

When sick leave is used for other than personal illness or illness of a family member, the leave may be limited to 14 days. At the end of the 14 days, the employee shall have the option of taking an unpaid leave of absence, the length of absence subject to School Board approval. He/she shall be allowed to return to his/her position without assessment of liquidated damages at the end of the leave of absence.

### **3.11 SICK LEAVE BANK**      **5/16**

The teachers shall be allowed to set up a sick leave bank whereby a teacher in need above and beyond his/her own sick leave could ask for donations from other teachers' unused sick leave. The maximum would be to get four (4) days from each teacher up to a maximum of twenty-five (25) days total.

The teacher in need of additional sick leave shall contact the Secretary of the BEA, who will in turn will submit a request form to all certified teachers. At this time, the superintendent will also be notified. The request forms will be signed and returned to the elementary secretary who will procure the needed bank days from the donors. Unused bank days will be disbursed back to the donors.

### **3.12 UNUSED SICK LEAVE**      **4/17**

An amount of \$50.00 per day (8 hr. day) will be paid on unused sick leave on fulfilled contracts. Except under the provisions of Article II, Section 4, resignation of a contract is not considered a fulfilled contract. This will only be paid to teachers leaving the system or retirees.

**3.13 ANNUAL PAYMENT OF UNUSED SICK LEAVE****4/17**

At the end of each school year every teacher will be paid \$50.00 per day on sick leave remaining over the 40 days currently allowed to accumulate.

**3.2 PERSONAL LEAVE****8/02**

Teachers will be allowed to use nine (9) days of sick leave each to conduct matters of a personal nature...such business that cannot be conducted outside of school hours. The exact nature of the business need not be disclosed. This leave shall have prior clearance of the administration. The administration may limit the number of certified staff that are absent to two (2) or 10% of the total number of staff (whichever is greater).

**3.3 JURY DUTY**

Teachers may serve on jury duty with no loss of pay. However, pay received for jury duty will be turned in to the school district.

**3.4 LEAVE OF ABSENCE****1/94**

A regularly employed teacher with two (2) or more years of satisfactory continuous service with the Bison School District may be granted a leave of absence not to exceed one academic year. This leave of absence shall be subject to School Board approval. The returning teacher shall be given the same position held prior to the leave of absence. Said teacher shall remain in the employment of the Bison School District for a period of no less than two (2) years upon returning to the system. Nonfulfillment of the second contract year will result in the loss of one-third of the first year's salary. The teacher shall retain all accumulated sick leave and the same salary as the teacher has upon application for said leave of absence. Application for a leave of absence shall be made in writing prior to January 1, preceding the year for which such leave is granted except in emergency situations or for parental leave, in which cases the deadline could be waived at the discretion of the Board. Notification of the Board's decision of the leave will be given by April 1. This leave of absence is granted without pay and without insurance contribution. If enrolled in academic study, the individual must carry a minimum of twelve (12) hours in the teachers major preparation or full-time student status as defined by the institution he or she is attending each semester.

The number of leaves of absence granted during any one school year will be decided in the best interest of the district. The Board may revoke the agreement should the teacher fail to follow the intended plan.

### **3.5 PROFESSIONAL LEAVE**

**8/89**

The Superintendent may grant leave which will be considered professional leave with no loss of salary to teachers attending meetings or workshops called by the DESE, professional conferences relating to their respective area of teaching, or conferences called by the South Dakota Education Association. The school will pay budgeted expenses for such approved leave based on the state rate. When requested to room with another staff member, teachers will have option to room individually with the understanding that they are responsible for additional costs beyond state rate. Teachers attending meetings, workshops, etc., for purposes not directly related to their area (i.e. coaches, activity directors, etc.) may have leave approved for such purposes but will not be eligible for reimbursement of expenses incurred.

### **3.6 LIQUIDATED DAMAGES/EARLY NOTIFICATION**

**4/24**

Liquidated damages will be assessed in the following manner if the contract is broken.

2% of current salary within the month of May  
5% of current salary within the month of June  
8% of current salary within the month of July  
10% of current salary within the month of August

Liquidated damage assessment will be in lieu of the 3.12 Unused Sick Leave amount. This policy will not pertain to a teacher who must break their signed contract because of special circumstances such as:

1. The teacher's spouse is transferred to another community with final confirmation coming after the required date for contract signatures.
2. The teacher contracts a debilitating illness and is not able to fulfill their signed contract.
3. The teacher's family member contracts a debilitating illness and will require their help and will not be able to fulfill their signed contract.

Additional special circumstances will be addressed on an individual as need basis.

If a certified staff member notifies administration within the month of January that they will not be returning, they will receive a 2% stipend of their current salary.

## Article IV

4.1 HEALTH INSURANCE/LIFE INSURANCE 3/15

The district will pay \$15,000 life insurance on the full time employees. Employees may purchase the school's insurance plan, but will be responsible for paying the entire premium.

## 4.2 EXPERIENCE CREDIT 8/10

The maximum degree experience that may be applied to the salary schedule for a teacher starting in the district is ten (10) years. The tenth step is the highest one can start. No credit is allowed for non-degreed years of experience. Half years of experience (rounded off to the nearest half) will be counted on the schedule but pay will not be retroactive for teachers who were not previously getting the half year. As additional steps and columns are added to the salary schedule, individual teachers will be placed on the schedule according to their education and teaching experience. (See Appendix A)

4.5 SALARY/HIRING SCHEDULE 4/19

- A. All certified teaching personnel, excluding Superintendent's, or certified aides shall be on schedule if at all possible. Although, the Board reserves the right to hire above schedule if necessary to fill a position. (See Appendix A)
- B. In order for the teacher to move horizontally on the salary schedule, applications for such shall be submitted to the Superintendent prior to September 1. Proof of such shall be submitted prior to November 1, or the amount of the contract reverts back to the original contract as it was before the application for additional hours was made. No increases will be made for hours or degree gained after September 1<sup>st</sup> of the school year to which it is to apply.
- C. Any irregularities found on a contract upon issuance should be brought to the attention of the administration for correction.

## 4.6 EXTRA DUTIES

Participation outside the employee work day shall be compensated for in accordance with the extra duty schedule. (See Appendix B)

**4.61 NETWORK MANAGER****5/22**

Duties of the network manager will be to install software in computers (some software requires the addition of new chips or boards), delete previously installed software that is no longer being used, keep the internet on line and working, keep the network system working and help teachers become familiar with its advantages, do basic maintenance on computers and troubleshoot problems on computers. This person will also maintain a logbook of hours spent.

Salary will be \$20.00 per hour. Network managers will not exceed 1 certified staff member.

**4.62 INFINITE CAMPUS ADMINISTRATOR 5/07**

The Infinite Campus System Administrator is responsible for:

- Overall operation of the system at the local district level
- Providing assistance to District secretaries who enter data into the system for local and state reporting
- Serving as primary point of contact for system vendor (Infinite Campus)
- System upgrades and patches
- Seeking assistance from Infinite Campus tech support
- Maintaining the system's Parent Portal and communicating with parents concerning the system
- Providing for and arranging for appropriate staff training to support users of the system.
- Serving as a resource for staff members to assist them in designing reports or extracting data from the system
- Representing the District at appropriate meeting and/or training sessions related to the student information system.

The Infinite Campus Administrator will be paid at a rate of \$12.00 per hour up to 200 hours if assigned to certified staff.

- Certified staff administrators will receive training at the beginning of assignment as needed.

**4.7 SUBSTITUTES****5/22**

Certified secondary personnel using any of the usual preparation periods per week for substituting for another teacher shall receive \$15.00 per class period for substituting.

Certified personnel in the elementary shall receive \$15.00 per each accumulated hour of time used out of normal preparation time for covering another teacher's absence.

**4.8 SUMMER WORK****1/94**

Certified personnel who work beyond the terms of the school year contract, will be paid a salary to be arranged that will be commensurate with the salary of the regular contract for the number of hours determined necessary by the administration. The administration will submit a list of teachers, who wish to be granted salary for work beyond the school calendar, to the Board for their approval.

**4.9 DENTAL****1/94**

The Board shall provide, without cost to the employees, full family dental insurance. For employees less than full time, insurance premiums will be prorated as per term of their contract. The Board reserves the right to approve the company and policy each year.

**4.10 EARLY RETIREMENT****5/03****EARLY RETIREMENT OF PROFESSIONAL STAFF MEMBERS****DEFINITIONS AND GENERAL PROVISIONS**

1. Early retirement is a plan whereby teachers and administrators receive a predetermined payment plan over 3 years if they choose to retire early. The payment will be the current annual salary at the time of early retirement and only includes salary. Extra curricular pay is not included.
2. Early retirement is designed to be beneficial to both the professional staff member and school board. The plan provides a positive method of dealing with declining enrollments and the resulting need to reduce staff.
3. Early retirement is fully voluntary, and no professional staff member shall be required or coerced in any manner to retire early under the provisions of this policy. However, all persons who desire early retirement and are eligible, may make application. The school board will consider all such requests. The school board may not be able to approve all requests because of the availability of funds, excessive number of requests, or other reasonable factors.
4. Professional staff members terminating employment due to a disability are not eligible for an early retirement payment under the provisions of this policy, unless early retirement was requested prior to incurring the disability.

5. Professional staff members who elect to avail themselves of this policy are personally responsible for determining what consequences early retirement will have on their income tax programs for which they may be eligible for benefits
6. A properly completed application and subsequent approval by the school board of a professional staff member's early retirement request and contract shall constitute a legally binding resignation and a waiver of the person's continuing contract and nonrenewal rights under state law.
7. All fringe benefits provided by the school district to professional staff members are discontinued at the conclusion of the member's full-time employment with the district, except that the termination date of fringe benefits may be extended to comply with the provisions of the various group plans and companies providing coverage, so long as it results in no additional expense to the district.

#### REQUIREMENTS

1. Professional staff members who are eligible for teacher retirement benefits may elect to retire early under the provisions of this policy.
2. Professional staff members who are 55 to 60 years of age may elect to retire early under the provisions of this policy. The applicant's age as of June 30th in the calendar year of retirement will be used in determining the age of qualifications and payment amount due.
3. Professional staff members who are 55 to 60 years of age must have completed 15 years of full time employment in the Bison School District to be eligible for early retirement benefits. In addition, ten years of service must be continuous, full-time service immediately preceding the date of retirement.

#### APPLICATION PROCEDURE

1. Professional staff members choosing to avail themselves of the district's early retirement policy may make application at any time during a given school year, but the application form must be received in the Superintendent's office no later than January 5<sup>th</sup> of the calendar year in which the person plans to retire. The school board will consider early retirement requests no later than February 15th of that same year.
2. Any official school board action regarding early retirement requests shall specify the following:
  - a. Acceptance of staff member's resignation.

- b. Effective date of early retirement.
  - c. Total dollar amount of early retirement which will be paid by the school district.
- 3. Upon approval of the school board of an early retirement request, both parties shall enter into a contractually binding written agreement which shall set forth all terms and conditions of the early retirement including, but not limited to, the amount of payment, the payment date (s) and a waiver of all continuing contract and nonrenewal rights.
- 4. Early retirement applications that have been determined valid but not approved by the board on a particular year, due to lack of funds, will be kept on file for the board's further consideration the following year without loss of the percentage benefit to the employees for the year it was not approved by the Board. The professional staff member will not be required to work that additional year. The payment plan portion of the application would be adjusted.

The Bison School District reserves the right to decide all matters not specifically provided for above, and further reserves the right to modify any and all of said provisions in the event the current early retirement program is hereafter altered, modified or terminated.

#### EARLY RETIREMENT SCHEDULE

55 years old to 60 years old 100%

A payment plan will begin in the month of July of the year of retirement; however, the retiree may elect to defer a portion or all of the payment to a time starting not later than 12 months from the date of the first payment schedule (limited to a maximum of 3 payments), as long as such payment is consistent with Internal Revenue Service regulations.

**BISON PUBLIC SCHOOL**  
**APPLICATION FOR EARLY RETIREMENT**

Name \_\_\_\_\_ Soc. Security # \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Date of Birth \_\_\_\_\_

Position \_\_\_\_\_ Location \_\_\_\_\_

Effective Date of Early Retirement July 1, 20 \_\_\_\_\_

Age during the calendar year of early retirement application \_\_\_\_\_

Years of continuous service in the Bison Public School District immediately preceding the date of early retirement \_\_\_\_\_

Total years in Bison School District \_\_\_\_\_

Early retirement payment: \$ \_\_\_\_\_  
Current Annual Salary \_\_\_\_\_

Payment Plan: (complete either a or b)

\_\_\_\_ a. 1<sup>st</sup> Installment of \$ \_\_\_\_\_ on \_\_\_\_\_

2<sup>nd</sup> Installment of \$ \_\_\_\_\_ on \_\_\_\_\_

3rd Installment of \$ \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_ b. 1/3 of salary per year for 3 years in 10 equal monthly payments of \$ \_\_\_\_\_  
beginning on \_\_\_\_\_

I have read and am willing to comply with the provisions of the Bison School Board policy on early retirement of professional staff members. Further, upon approval by the school board of this early retirement application, I agree that both parties shall enter into a contractually binding, written agreement which shall set forth all terms and conditions of my early retirement.

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Date

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Signature

NOTE: Official verification from Teachers Retirement along with any other records requested must be presented to the Superintendent and approved prior to and action from the School Board.

BISON PUBLIC SCHOOL DISTRICT  
EARLY RETIREMENT CONTRACT

This contract between \_\_\_\_\_, a certified teacher in the  
Bison Public School District is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

WHEREAS \_\_\_\_\_ is desirous of terminating employment with the  
district and to hereafter retire and terminate his/her position with the district, and

NOW, THEREFORE, in consideration of the monetary remuneration paid to the employee as  
more fully set forth below, the parties hereto mutually covenant and agree as follows:

1. That the employee hereby terminates his/her employment with the district on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and hereby tenders his/her resignation and  
retirement of that employment and position.
2. That the employee acknowledges that he/she is entitled to work beyond the age of \_\_\_\_\_  
years of age, but, notwithstanding that knowledge, desires to voluntarily and freely  
terminate his/her employment with the district commencing of the foregoing date.
3. That in consideration of the termination of employment, as set forth above, the district  
agrees to pay the employee the sum of \$\_\_\_\_\_.

Early retirement payment: \$ \_\_\_\_\_  
Current Annual Salary

Payment Plan (complete either a or b. Must start no later than 12 months from start of  
retirement)

\_\_\_\_\_ a. 1<sup>st</sup> Installment of \$\_\_\_\_\_ on \_\_\_\_\_  
2<sup>nd</sup> Installment of \$\_\_\_\_\_ on \_\_\_\_\_  
3<sup>rd</sup> Installment of \$\_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_ b. 1/3 of salary per year for 3 years in 10 equal monthly payments of \$\_\_\_\_\_  
beginning on \_\_\_\_\_.

The forgoing payment is paid in consideration of the employee accepting early  
retirement.

That is consideration of the forgoing, the employee hereby waives all of his/her rights, if any,  
under the state tenure law.

It is further agreed that said retiree has determined the effect this early retirement will have on his/her income tax liability, coverage under the Teachers Fund for Retirement, Social Security, and any other programs for which he/she may be eligible.

IT IS HEREBY AGREED that all parties to this agreement have read and fully understand all of the provisions of School Policy, copies of which are attached hereto and incorporated by reference, and agreed to comply fully therewith.

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Employee

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School Board President

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Date

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Business Manager



**4.11 IN-SERVICE PAY****5/97 4/19**

In-service days will be remunerated at a rate of \$200.00 per day per contracted, certified personnel. If additional days of training are deemed necessary by the administration to meet state initiatives that exceed the number of in-service days set forth in the approved school calendar, these days will also be remunerated at a rate of \$200.00. The payment will be made on the day that the in-service is completed.

**4.15 COBRA 8/02****RETIREE**

An employee who was in the medical insurance group plan who is leaving employment with the Bison School District may purchase medical coverage through the group health plan until the age of 65, provided the staff member has been in the District's employ for no less than twenty-five (25) years. The retiree will pay all costs for continuation of medical coverage. This amendment is retroactive to 7-1-2001.

**4.16 VISION 4/18**

The Board shall provide, without cost to the employees, a single employee vision plan. The Board reserves the right to approve the company and policy each year.

**Article V**  
**NEGOTIATIONS PROCEDURE**

**5.1** Pursuant to SDCL 3-18, the parties agree that their duly designated representatives shall negotiate in good faith with respect to rates of pay, wages, hours of employment, or other conditions of employment. Each party shall select its own representatives. Negotiations shall begin no earlier than February 15.

**1/94**

**5.2** If agreement is not reached through negotiations, either party may declare to the other in writing that an impasse exists and call for mediation pursuant to State law.

**5.3** When an impasse has been declared, the Division of Labor and Management shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

**5.4** In the event mediation is unsuccessful, either party may request fact-finding pursuant to the provisions of SDCL 60-10-2 and/or 60-10-3. Within five (5) days of receipt of the written report of the fact-finder, the parties shall meet to discuss implementation of the fact-finder's report.

**Article VI**  
**STAFF REDUCTION**

Whenever in the judgment of the Board it is necessary to reduce staff in the district, the following procedure will be used.

- 6.1** The Board will communicate the situation confronting the district to the staff so as to allow the staff a reasonable opportunity, not to exceed 20 days from the date of the communication, to present possible alternative such as early retirement, normal attrition, part-time contract, contract for substitute teaching, and/or other alternatives which could accomplish the same goals.
- 6.2** No professional staff member protected by statutory continuing contract provisions will be non-reemployed while qualified and certificated for a position: held by a person temporarily or not fully certificated for a position, held by a person temporarily or not fully certificated by the State Board of Education, or a person who has not attained continuing contract status.
- 6.3** When paragraph #2 does not apply in the district, the Board hereby established the following criteria (not necessarily in order of priority), any of which may be used in determining which professional staff will be affected by staff reduction: student needs, financial condition of the district, priority of programs, program elimination, recommendations of administrative staff, qualifications, certification, longevity, educational background, federal and state affirmative action requirements, or other relevant considerations.
- 6.4** In making staff reduction involving professional staff members on continuing contract status, the Board will follow the provisions of SDCL 13-43-6.4. (6/96)
- 6.5** Negotiated Policy, July 1, 1984      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 and activities in which a laid-off teacher had been teaching or is qualified to teach, reemployment 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 previously accumulated sick leave benefits.

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 VII**  
**GRIEVANCE PROCEDURE**

**7.1 DEFINITIONS**

- A. Association The term "Association", as used in this policy shall refer to the local teachers association.
- B. Aggrieved Person The term "Aggrieved Person", as used in this policy is the person or persons making the claim. Also may be referred to as grievant.
- C. Board The term "Board" as used in this policy shall, except where otherwise indicated, mean the the Board of Education of the Bison School District No. 52-1.
- D. Days The term "Days", as used in this policy shall, except where otherwise indicated mean working school days.
- E. Employee 1/94 The term "Employee", as used in this policy is considered to apply to any certified non-administrative person employed by the Bison School District.
- F. Grievance The term "Grievance", as used in this policy, refers to a complaint by an employee, or group of employees, based upon an alleged violation, misinterpretation, or inequitable application of any existing negotiated policy, rule, or regulation of the school district as it applies to conditions of employment. The absence or disagreement with existing policy rules or regulations is not a grievance and is not subject to this policy.
- G. Other Organizations The term "Other Organizations", as used in this policy shall refer to some organization other than the Association, which represents the group in question, such as a group of aides, etc.
- H. Party in Interest A "Party in Interest", as used in this policy is the person or persons making the claim and any person or persons who might be required to take action, or against whom action might be taken in order to resolve the problem.
- I. Teacher The term "Teacher", as used in this policy, except where otherwise indicated, is considered to apply to any certificated professional employee not classified as administrative personnel. The term "Teacher" includes a group of teachers who similarly are affected by a grievance.

## **7.2 PRINCIPLES**

- A. The purpose of the procedure is to secure, at the lowest administrative level, suitable solutions to the problems which may arise affecting the welfare or working conditions of employees.
- B. All parties agree that these procedures shall be kept informal and confidential, as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Association or other organizations. The adjustment however, must be in accord with the professional negotiated agreement.
- D. Any employee or group of employees has a right at any time to present any grievance to such persons or Board through such channels as are designated for that purpose.
- E. The Association shall not pursue a grievance which no longer is being pursued by the grievant--"No grievant--no grievance".
- F. The aggrieved party may be represented by anyone at any level. The hearing officer may be represented by anyone.
- G. Non-renewal of contract is not subject to the Grievance Procedure. It is covered by SDCL 13-43-6.3. (6/96)

## **7.3 TIME LIMITS**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- B. In the event that a grievance is filed at such a time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as practical.

- C. It is required that an employee file a grievance within 15 working days after the alleged violation.

#### **7.4 INFORMAL PROCEDURE**

- A. If an employee has a grievance, he should first discuss the matter with his administrator, or supervisor to whom he is directly responsible in an effort to resolve the problem informally.

#### **7.5 FORMAL PROCEDURES**

##### **A. Level One: School Principal**

- 1. If the aggrieved person is not satisfied with the disposition of the problem through informal procedures, he or she may submit a claim as a formal written grievance to the principal or other immediate superior.
- 2. The grievance claim shall be in triplicate. The principal or other immediate supervisor will retain one copy, give one copy to the Superintendent, and one copy to the business manager to be delivered to the Chairman of the Board.
- 3. The principal or other immediate supervisor shall within five (5) days render a decision and its rationale in writing to the aggrieved

##### **B. Level Two: The Superintendent**

- 1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, the aggrieved may, within five (5) school days after the decision is made, or within ten (10) days after the presentation of the grievance, whichever is first, request a hearing with the Superintendent.
- 2. The Superintendent shall meet with the aggrieved person and the immediate supervisor within five (5) school days. Within five (5) school days after said hearing, the Superintendent shall render a decision in writing and the rationale for said decision, to the aggrieved and the immediate supervisor.

C. Level Three: Board of Education

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) days of the hearing with the Superintendent the grievant may request a hearing with the Board by notifying the business manager within five (5) days after the decision has been rendered or ten (10) days after the hearing with the Superintendent, which ever is first.
2. After receiving the request for a hearing, the Chairman of the Board shall set a date for the hearing to be within twenty (20) days after the request, unless either party, showing need for additional time to prepare or to arrange representation, formally requests additional time.
3. The Board will render their decision and their rationale in writing to the aggrieved party within five (5) days after the hearing.

1/94

D. Level Four: Department of Labor

1. If the aggrieved person is not satisfied with the disposition of the grievance at level three, it may be appealed to the department of labor, if notice of appeal is filed with the department within thirty days after the final decision by the Bison Board of Education is mailed or delivered to the employee. The department of labor shall conduct an investigation and hearing and shall issue an order covering the points raised, which order is binding on the employees and the Bison Board of Education.

These procedures shall not be construed so as to prevent any individual on their own initiative from exercising the procedural rights accorded an Association or other organization.

**7.6        RIGHTS OF PARTICIPATION**

- A. No reprisals of any kind shall be taken by any party against a participant in the grievance procedure by reason of such participation.

**7.7        MISCELLANEOUS**

- A. If, in the judgment of the Association or other organization, a grievance affects a group or class of employees, the Association or other organization may submit such grievance in

writing, in triplicate, to the Superintendent directly, and the processing of such a grievance shall begin at Level Two.

- B. Decisions rendered at all levels of the formal grievance procedure shall be in writing, setting forth the decision and its rationale.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- D. The sole remedy available to any employee for any alleged breach of this policy or any alleged violation of his rights thereunder shall be pursuant to the foregoing grievance procedure provided, however, that nothing contained herein shall deprive any employee or Board of any legal right.
- E. If a grievant initiates any action in a duly constituted court of law, the terms of this policy shall not be available unless directed otherwise by said court.



**Article VIII**  
**EFFECTS OF THE AGREEMENT**

- 8.1 COMPLETE UNDERSTANDING**-The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.
- 8.2 INDIVIDUAL CONTRACTS**-The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.
- 8.3 SAVINGS CLAUSE**-Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 8.4 INCLUSIONS**-The parties agree that applicable South Dakota statutory and case law and the Constitutions of the United States and the State of South Dakota are hereby incorporated into this Agreement.
- 8.5 TERM OF AGREEMENT**--The provisions of this Agreement shall be effective as of the 8<sup>th</sup> day of April, 2024 and shall continue and remain in full force and effect as binding on the parties until the 30th day of June, 2025. If a new and substitute agreement has not been duly entered into prior to 30<sup>th</sup> day of June, 2025 the terms of this Agreement shall continue in full force and effect until such substitute agreement is adopted, which shall then be fully retroactive to 30<sup>th</sup> day of June, 2025.
- 8.6 COPIES OF THE AGREEMENT**--It shall be the responsibility of the Association and Board to find a third party to prepare and print copies of this Agreement.

This Agreement was ratified on the 8th day of April, 2024.

In witness thereof:

For the Bison Education  
Association:

For the School Board  
Bison School District #52-1

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B.E.A. President

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President, Board of Education

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B.E.A. Member

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Chairman, Negotiating Team

## Appendix A

HIRING SCHEDULE							
Educational Advancements							
Years of Exp.	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8
0	\$46,125	\$46,475	\$46,825	\$47,175	\$47,525	\$47,875	\$48,225
1	\$46,475	\$46,825	\$47,175	\$47,525	\$47,875	\$48,225	\$48,575
2	\$46,825	\$47,175	\$47,525	\$47,875	\$48,225	\$48,575	\$48,925
3	\$47,175	\$47,525	\$47,875	\$48,225	\$48,575	\$48,925	\$49,275
4	\$47,525	\$47,875	\$48,225	\$48,575	\$48,925	\$49,275	\$49,625
5	\$47,875	\$48,225	\$48,575	\$48,925	\$49,275	\$49,625	\$49,975
6	\$48,225	\$48,575	\$48,925	\$49,275	\$49,625	\$49,975	\$50,325
7	\$48,575	\$48,925	\$49,275	\$49,625	\$49,975	\$50,325	\$50,675
8	\$48,925	\$49,275	\$49,625	\$49,975	\$50,325	\$50,675	\$51,025
9	\$49,275	\$49,625	\$49,975	\$50,325	\$50,675	\$51,025	\$51,375
10	\$49,625	\$49,975	\$50,325	\$50,675	\$51,025	\$51,375	\$51,725

### Certified Staff Salary Schedule for 2024-2025

1. A 3.2% raise to each staff members' current salary, providing a longevity increase. A 2.5% increase to the current base salary (\$45,000). The new base salary will be \$46,125.00. Educational advancements can be made by acquiring hours in increments of 8 hours up to a maximum of MA+8 and \$350 per increment lane.
2. If the board receives extra dollars they will be allowed to pass on equal bonuses to teachers.

Board Chairman Signature: \_\_\_\_\_

BEA President Signature: \_\_\_\_\_

Board Negotiations Member Signature: \_\_\_\_\_

BEA Negotiations Member Signature: \_\_\_\_\_

# BISON SCHOOL DISTRICT #52.1

## Extra Duties Schedule

### HIGH SCHOOL ATHLETICS

9<sup>th</sup>-12<sup>th</sup> Grade

(7<sup>th</sup> & 8<sup>th</sup> if needed)

#### FALL SPORTS

<b>CHEERLEADING</b> .....	
Head Varsity (1).....	\$1,558.30
Assistant (1).....	\$1,095.06

<b>CROSS COUNTRY</b> .....	<b>WEEK 7</b>
Head Varsity (1).....	\$3,116.62
Assistant (1).....	\$2,190.12

<b>FOOTBALL</b> .....	<b>WEEK 6</b>
Head Varsity (1).....	\$3,116.62
Assistant (1).....	\$2,190.12

<b>VOLLEYBALL</b> .....	<b>WEEK 6</b>
Head Varsity (1).....	\$3,116.62
Assistant (1).....	\$2,190.12

#### WINTER SPORTS

<b>BOYS BASKETBALL</b> .....	<b>WEEK 22</b>
Head Varsity (1).....	\$3,116.62
Assistant (1).....	\$2,190.12

<b>GIRLS BASKETBALL</b> .....	<b>WEEK 21</b>
Head Varsity (1).....	\$3,116.62
Assistant (1).....	\$2,190.12

<b>CHEERLEADING</b> .....	
Head Varsity (1).....	\$1,558.30
Assistant (1).....	\$1,095.06

#### SPRING SPORTS

<b>GOLF</b> .....	<b>WEEK 39</b>
Head Varsity (1).....	\$3,116.62
Assistant (1).....	\$2,190.12

<b>TRACK</b> .....	<b>WEEK 35</b>
Head Varsity (1).....	\$3,116.62
Assistant (1).....	\$2,190.12

### JUNIOR HIGH ATHLETICS

7<sup>th</sup>-8<sup>th</sup> Grade

(6<sup>th</sup> if needed)

#### FALL SPORTS

<b>FOOTBALL</b> .....	<b>WEEK 8</b>
Head Coach (1).....	\$1,142.67

<b>VOLLEYBALL</b> .....	<b>WEEK 8</b>
Head Coach (1).....	\$1,142.67

#### WINTER SPORTS

<b>BOYS BASKETBALL</b> .....	<b>WEEK 27</b>
Head Coach (1).....	\$1,142.67

<b>GIRLS BASKETBALL</b> .....	<b>WEEK 19</b>
Head Coach (1).....	\$1,142.67

### ELEMENTARY ATHLETICS

5<sup>th</sup>-6<sup>th</sup> Grade

(4<sup>th</sup> if needed)

<b>5<sup>th</sup>-6<sup>th</sup> BOYS BASKETBALL</b> .....	<b>WEEK 19</b>
Coach (1).....	\$1,095.06

<b>5<sup>th</sup>-6<sup>th</sup> GIRLS BASKETBALL</b> .....	<b>WEEK 16</b>
Coach (1).....	\$1,095.06

\*All Seasons lengths based on the SDHSAA Calendar.

\*Each program will have the ability to pull up students from one grade level below if needed to field a team.

\*In seasons which no assistant coach is available the head coach will receive an added stipend equal to  $\frac{1}{2}$  the listed salary for the assistant coach.

# BISON SCHOOL DISTRICT #52.1

## Extra Duties Schedule

### EXTRA-CURRICULARS

<b>MUSIC</b>		<b>FFA</b>	
Pep/Jazz Band.....	\$2,614.47	Supervisor.....	\$1,959.08
<b>DRAMA</b>		<b>STUDENT COUNCIL</b>	
Play Head Director.....	\$1,183.47	Supervisor.....	\$1,959.08
Play Assistant.....	\$789.76		
Improv.....	\$650.67		
One Act Play.....	\$235.75		
<b>PROM</b>		<b>NATIONAL HONOR SOCIETY</b>	
Advisor.....	\$928.86	Supervisor.....	\$591.73
<b>YEARBOOK</b>		<b>ACADEMIC COACH</b>	
Supervisor.....	\$1,520.59	Per Competition.....	\$396.06
<b>FCCLA</b>		<b>ORAL INTERP</b>	
Supervisor.....	\$1,959.08	Coach.....	\$1,183.47

### EXTRA DUTIES – NON-TEACHING

#### EVENT STAFF

Athletic Director Sub.....	\$25/per game
Concession Supervisor.....	\$20/per game
Gate Keeper.....	\$13.50/per game

Updated May 2022