

CHAMBERLAIN SCHOOL DISTRICT 7-1  
CERTIFIED PERSONNEL  
NEGOTIATED AGREEMENT 2023-2024 SCHOOL YEAR

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## Instructional Load

The administration shall be responsible to the Board of Education for the equitable distribution of work among the members of the teaching staff.

The teacher workday for employees shall be from 8:00 AM until 4:00 PM, provided employee responsibility for instruction and/or supervision has ended. On days when a late start occurs due to weather employees are expected to report to work 30 minutes before the designated starting time. On Fridays and days of early dismissal due to weather employees can leave once instructional and supervision duties have been deemed completed by administration. Each school handbook will identify building specific criteria so administration and staff can determine when instructional and supervision duties are completed.

Teachers are expected in their classrooms at the above noted times unless extra-curricular assignments or professional or departmental meetings conflict.

Extra duty assignments such as noon duty and club sponsorship shall be made by the appropriate school principal.

It shall be the goal of the Board of Education to maintain a maximum pupil enrollment of 25 to 30 pupils in grades kindergarten through twelve. Enrollments in specific attendance and subject areas may alter this proposal, but every effort shall be made to maintain this pupil-teacher ratio.

## Substitute Teachers

The building principal may assign regular staff members to substitute for another teacher. The rate will be \$25.00 for completion of substitute teaching duties of another staff members class for one class period or one hour.

## Faculty Contracts

All contracts with Certified Faculty Personnel employed by the Board of Education shall be in writing and signed by the President of the School Board and the District Business Manager. All contracts for Certified Faculty Personnel will be issued on or before April 1<sup>st</sup>. The contract will be signed and returned to the Business Manager within fifteen (15) days from issuance to be considered accepted.

Should an employee who is under contract to teach within the school district submit a letter of resignation prior to completion of the contract, the employee must at the time the letter of resignation

is submitted also submit a check as liquidated damages. The amount of liquidated damages shall be determined as follow:

- If the contract is terminated from May 1<sup>st</sup>-May 14<sup>th</sup>, a \$1,000 penalty will be charged.
- If the contract is terminated **May 15 to June 30 a \$1,500 penalty** will be charged.
- If the contract is terminated between **July 1 to July 31 a \$2,250 penalty** will be charged.
- If the contract is terminated on or after **August 1 a \$3,000 penalty** will be charged.

Should an employee submit a letter of resignation but fail to submit the amount for liquidated damages, the Board shall refuse to accept the resignation and request written assurance from the employee that the employee will fulfill his or her contract with the District. If the employee does not provide such written assurance within ten days of the request being made, the Board may deem the failure by the employee to give requested assurance as a breach of the contract by the employee and the Board may request the Department of Education to suspend the teaching certificate of the employee pursuant to SDCL 13-42-9. In certain instances, a certified employee may be granted an extension to the contract due date. This shall be at the sole discretion of the Superintendent. The Chamberlain School District shall have the authority to secure the payment of the financial penalty through payroll deduct.

#### National Board Certification

National Board-Certified Teachers will be paid a \$2000.00 per year stipend for the duration of the ten (10) year certification period. The teacher must be employed as a teacher in the Chamberlain School District to be eligible to receive the stipend.

#### Teacher Absences

Leave time, when less than the duration of one day shall be recorded on an hourly basis. One full day shall be considered to be eight full hours.

#### Annual Sick Leave

Eleven days of sick leave shall be granted for each year of service to the district. Unused sick leave in each term may be allowed to accumulate until a maximum total of 88 days has been reached. After the maximum has been reached, each new term will provide 11 days of sick leave for said employee. If these 11 additional days are used, then additional sick leave taken will be charged to the 88-day reserve.

Sick leave shall be defined as leave due to:

- 1) illness of the employee

- 2) to care for the illness of his or her family member
- 3) appointments with physicians and other health providers
- 4) death of a family member

The superintendent or designee may require a physician's statement certifying illness if an employee has an extended illness or is frequently ill

For provisions 2, 3 & 4 noted above the employee is limited to utilize 20 days of available sick leave for the first degree relationship (refer to chart) or is limited to the use of 2 days of available sick leave for a second and third degree relationship (refer to chart)). This should also include adopted, foster and step relatives.

To obtain an authorized sick leave, the employee should call in and let the appropriate person know that you are unable to come to work. The call should be no later than one half hour before your regular starting time.

The amount of accumulated sick leave shall be determined at the end of each contract year and carried forward within the limits as described in paragraph A. Any leave taken in excess of the entitlement granted, or any unauthorized leave taken, shall result in a salary deduction based on the amount of work missed (Ex: 1/# of contract days=deduct from total salary for one day missed). Each Staff member may be approved by the administration to take one day without pay each year. The penalty will be a deduction of 1/178<sup>th</sup> of the current salary. Pro-ration of deductions over the final months of the contract may be arranged with the business office.

After the birth or adoption of a child, the employee has a maximum of six (6) weeks-30 working days, or eight (8) weeks-40 working days for a caesarean when accompanied by a note from a physician. Sick leave will be granted using a combination of sick leave and any other time off such as holiday or personal leave for routine maternity leave absence. Any additional sick leave days to be used after the six (6) consecutive weeks must be requested in writing by the attending physician. An employee may take six (6) additional weeks of unpaid leave as per Family Medical Leave Act. Any employee may take six (6) additional weeks of unpaid leave, as per Family Medical Leave Act, whether the child is natural born or adopted.

A pregnant employee may continue active employment as late in the pregnancy as desired, provided the employee is able to properly perform the required duties. The District may require the employee to take leave if evidence indicates the employee is not properly performing the required duties.

Any deliberate abuse of this leave policy, provision within, or attempt to mislead the district shall subject the employee to disciplinary action or possible discharge as determined by the Board, upon the Superintendent's recommendation.

### Sick Leave Buy Back

Certified employees who are offered sick leave amounts in excess of 88 days at the beginning of each year, and would normally be forfeiting amounts of unused sick leave days above 88 days at the end of the school year, will be eligible for sick leave buy-back of all sick leave days above the maximum accumulated amount allowed (88 days).

\*Upon completion of each school year each of the eligible certified staff members who qualify for such payment will be awarded \$40 for each unused sick leave day, above the maximum accumulated amount allowed (88 days). The check, minus appropriate deductions, will be paid in a separate check within two pay periods of the close of the term. Upon completion of the school year any staff member who has notified the district of retirement or resignation, and has served the district for five years or more, will qualify for buy back of all unused sick leave days at a rate of \$20 a day up to the 88 days. Above the maximum accumulated amount allowed (88 days) the staff member will receive the normal buy back rate of \$40 per day. The check minus appropriate deductions, will be paid in one check within two pay periods if the close of the term.

### Sick Leave Bank

A Sick Leave Bank shall be established for the purposes of aiding the Chamberlain School District #7-1 Employee who has exhausted their accumulated sick leave through extended absence due to prolonged illness, or a catastrophic accident, or maternity leave as described below. The bank will contain unused sick days, which are voluntarily contributed by participating Members. A person will not be able to withdraw days from the bank until their own sick leave is depleted.

To enroll in the program each Chamberlain School District #7-1 employee may contribute one (1) day per year to the program to become eligible. The deadline for sick leave bank enrollment will be by September 15<sup>th</sup> for each school year or within fifteen (15) days following employment.

When contributions to the bank have accumulated to a total of two hundred fifty (250) or more days, except for new participants, no more days will be added until the bank is depleted to one hundred fifty (150) days, at which time those Members having accumulated sick leave shall contribute one additional day each year. A person withdrawing from membership in the bank will not be able to withdraw contributed days. Unused days in the bank shall be carried over to the next year. Record keeping will be undertaken by the Business Office and the employee groups shall have the right to periodically examine the records during normal business hours.

In the event of prolonged illness, a participating member who has exhausted his or her sick leave may request days from the bank. A maximum of sixty (60) days can be drawn from the bank for life threatening illness of the individual employee. A maximum of thirty (30) days can be withdrawn from

the bank for a catastrophic illness or injury of the individual employee. In the first semester of employment, a staff member may withdraw a maximum of 10 days from the sick leave bank. A staff member that has exhausted sick leave may request up to 10 (ten) days of sick leave from the sick bank to cover days for maternity leave. These additional days are available for the six (6) weeks-30 working days, or eight (8) weeks-40 working days for a caesarean when accompanied by a note from a physician. These days may not be used to extend maternity leave beyond this time period. Pregnancies will only apply to the time the mother is physically disabled and unable to work. Requests will be served on a first come, first served basis.

All requests for use of the bank must be submitted in writing to the Business Office for approval by the Superintendent of Schools. All requests must be supported by a written statement from the participant's personal physician.

### Bereavement Leave

#### SCALE OF DEGREE OF FAMILY RELATIONSHIPS

<u>First Degree</u>	<u>Second Degree</u>	<u>Third Degree</u>
<ul style="list-style-type: none"> <li>• Parent/Step Parent</li> <li>• Child/Step Child</li> <li>• Spouse</li> <li>• fiancée or fiancé</li> </ul>	<ul style="list-style-type: none"> <li>• Sibling</li> <li>• Brother/Sister-In-Law</li> <li>• Grandparent</li> <li>• Grandchild</li> </ul>	<ul style="list-style-type: none"> <li>• Uncle/Aunt</li> <li>• Nephew/Niece</li> <li>• Great Grandparent</li> <li>• Great Grandchild</li> </ul>

Leave without loss of pay of up to three (3) days per school year will be granted to an employee for the funeral of a member of the employee's immediate family as indicated by a first-degree relationship in the chart above. Two (2) day of bereavement leave will be granted for family members that fall in the second- and third-degree category indicated in the chart above. Additional days may be granted by the Superintendent if special circumstances warrant and shall be deducted from sick leave. Additional circumstances that are not covered by the relationships above will be reviewed by the Superintendent on a case-by-case basis. The Superintendent has the authority to grant bereavement leave not to exceed the amount granted for a first-degree relationship.

### Personal Leave

Teachers will be granted three days of Personal Leave per contract year. Upon the fifth consecutive year of employment, teachers will earn an additional one day of personal leave per contract year. Teachers that have been employed for ten (10) consecutive years and beyond will earn two additional days of personal leave per contract year.

Unused personal days may be carried over to the next school year, but personal days may not accumulate beyond five (5) total in any calendar year. Teachers cannot use more than three consecutive days of personal leave. The term consecutive shall include any combination of days used preceding and/or following a weekend and extended break. Example: On a typical weekend of Saturday and Sunday, taking a personal day Thursday, Friday, and Monday will constitute three consecutive days.

- This policy will start July 1, 2022. No personal days from prior contract years may be carried over to the 2022-2023 school year.
- Starting in the 2022-2023 school year, The Chamberlain School District will issue personal days according to the above stated policy using the current consecutive years of service that each teacher has given to the district.
- Beginning July 1, 2022, the Chamberlain School District will no longer allow renumeration for unused days.
- Beginning in school year 2022-2023, the Chamberlain School District will no longer offer Personal Emergency days.

In instances where personal business can be conducted in a period or less of a school day, the principal shall be authorized to grant this request without charging it to the three-day allowance. In instances where class time will be missed the teacher is responsible for finding their own substitute and the substitute cannot claim substitute pay. Each staff member will be allowed to request six 30-minute blocks of time for a total of 180 minutes each contract period.

Personal Leave utilized by a teacher must be granted under the following guidelines: Personal Leave days may be granted upon advanced written notice to the building principal with no reason for the absence being required. The day will be granted on the basis of availability of qualified substitute teachers.

Personal Leave days granted during the first two weeks or last two weeks of a school term, or on the days preceding or following breaks (Ex.: Friday after P/T Conferences) will require an amount equal to a substitute teacher's pay (Certified \$120 and Non-Certified \$100) being deducted as a forfeiture from the employee's salary for the day taken. The penalty **for taking personal leave** during the first two weeks or last two weeks of the school year **and the penalty for extending a break** may be waived by the superintendent or his/her designee if circumstances beyond the control of the employee arise. Additionally, for the purposes of this policy, a break shall be defined as any time during the school year that a weekend extends beyond the traditional two days (Saturday and Sunday). If the board makes a change in the substitute teacher's pay at the first regular meeting in July, the identified change will be made to this policy.

A maximum of four teachers from each building's teachers may be absent on any given day due to Personal Leave. Personal Leave will be granted on a first come first request basis. The Superintendent or his or her designee may, at his or her discretion, grant additional leave slots for district related events such as state competition.

Leave without pay (Beyond the Policy) Staff members requesting leave without pay, beyond the policy, are to make a formal request, in writing, to the superintendent. If granted, there will be a pay deduct equal to the staff members daily rate of pay plus cost of a substitute for each day absent that goes beyond the policy. (Certified \$50 Classified \$40)

### Association Leave

The association (CEA) shall have use of three days of professional leave time for the purpose of promoting educational improvements for all concerned with the district programs. Leave may be approved by the administration for one person for days or for a combination of persons for a period that does not exceed a total of three days during each school term.

### Military Leave

Military Leave may be granted to an employee who is required to participate in active military duty during the time that school is in session. There shall be two types of such leave.

Short-term leave, which is for a period of five days, or less.

Long-term leave, which is for a period of six days, or more.

An employee called to active military duty shall immediately notify the Superintendent and his or her direct supervisor.

While the district encourages an employee called to active military duty to fulfill the obligation, such employee shall make an effort to perform the duty during non-school days. Failure to document such an effort may cause the employee to forfeit district pay for the leave.

An employee involved in Short-Term Military Leave, as defined above, shall refer to School Board Policy GCBDD: Military Leave of Absence to determine pay options.

An employee involved in a long-term leave shall receive no pay from the district during the absence.

Accumulated leave will be maintained. Fringe benefits are governed by School Board Policy. Please refer to Board Policy GCBDD for options.

Any number of short-term leaves may be used in a year, but not consecutively nor for the same period of absence. A short-term and long-term leave may be used consecutively.

This leave follows school board policy GCBDD: Military Leave of Absence, which is found on the district website [here](#). It can be located on page 186.

### Resignations

Resignations shall be in writing and shall be delivered to the district superintendent and supervisor. The superintendent shall refer the resignation to the Board with his or her recommendation.

### Payment of Salaries

Employees shall receive salary payments on the 10th and 25th days of each appropriate month. The payment of the first installment of each school term may be withheld beyond the 10th day of the month if 10 days of service have not been completed by that date.

Personal payroll deduction not covered by State and Federal law, or those not provided by contract negotiation such as insurance must be requested by the date of the last pre-school workday of the contract period. Such deductions will not be altered during the contract period except in the instance of verifiable emergency. Deductions altered due to such emergency will not be reinstated during the contract period. Employee benefits and payroll deductions will remain in effect for the twelve-month contract period regardless of payment method elected.

All money due to teachers retiring or resigning at the conclusion of a contract period, may be paid to said teacher at the conclusion of that term if a request for such payment is submitted in writing to the superintendent and approved by the Board of Education.

All Certified employees receiving extra-duty compensation will have the choice as to how extra duty will be paid.

1. Pro-rated over regular payment installments
2. Vouchered independent of regular pay installments.

At the Pre-school workshop, the above people will inform the business office of their choice as to how they will be paid.

### Accountability/State Aid Funding Formula

Due to the new state funding formula and the accountability set forth by the state in order to assure school districts are paying the required money to teachers, the Chamberlain School District may pay teachers additional salary to adhere to the accountability set forth in the new funding formula to stay in compliance with the funding formula. This money will be paid to the teachers without having to reopen negotiations. This may be done in order to stay in compliance with the accountabilities set forth by the state in the funding formula.

### Early Retirement (Voluntary Separation)

Only certified employees hired before the 2016-2017 school year are eligible for Early Retirement (Voluntary Separation.)

Certified employees who have 15 or more years of full-time employment within the district, upon attaining the age of 55 and prior to attaining the age of 65, may elect to take early retirement and receive a severance benefit. Employees electing this option shall notify the Superintendent in writing prior to March 1 of the current contract year of the decision to elect this benefit. ~~The severance benefit shall be 1.5 % (.015) of the employee's total salary during the current contract year times the number of years of qualified service in the district, up to 30 years.~~ **The severance benefit will be calculated using the following formula:**

**$(2024-2025 \text{ Base Pay} \times .015) \times \text{Years of Credit, up to 25 years} = \text{Severance Benefit}$**   
**2024-2025 Base pay is \$47,800.**

~~The contracted salary is the regular teaching salary and shall not include any extra duty pay or pay for extra days.~~ All money shall be subject to Federal Income Tax and OASI. The total severance benefit will be sent to the South Dakota Retirement Department to be placed in a Supplemental Retirement Plan for the retiring employee.

**The Early Retirement benefit will continue through the 2029-2030 school year. At the conclusion of the 2029-2030 school year, early retirement will be removed from the negotiated agreement. The benefit will no longer be available starting 2030-2031 (FY 31).**

### Professional Dues as a Payroll Deduction

The district will, upon individual and voluntary authorization by an employee, deduct from salary payments dues for continuing membership in professional teaching organizations (Chamberlain Education Association, SDEA, NEA). Employees authorizing such deductions must do so on written forms as specified in item D of this policy. Dues authorization forms, as provided by each association, must be prepared in triplicate. The forms are to be prepared by the employee, transmitted to the association, and then delivered to the business office when completed.

Pursuant to the authorizations set forth above, monthly deductions will be made in 20 or 24 equal consecutive installments commencing with the first payroll in September. All dues will have been deducted by the end of each individual pay period or term. The district will not be required to honor for a current month's deduction any authorization that is delivered to the business office after September 1st of a given year.

The district agrees to transmit to the association all dues deducted in monthly installments by the 25th of each month affected.

The content of dues authorization forms shall be mutually agreed upon by the district and the association. All costs of the provision of such forms shall be the responsibility of the respective associations.

### Procedural Policy for Negotiations

With the intent of promoting maximum utilization of the specialized abilities, experience, and judgment of the teaching profession and all parties sharing responsibility for the quality of instruction in the district, the Board of Education does hereby adopt by resolution the following Procedural Negotiating Policy:

#### Definitions

Board shall mean the Board of Education of the Chamberlain School District.

Superintendent shall mean the superintendent of the district.

Negotiating Committee shall mean the committee composed of the representatives of the Board so designated, and the representatives of the Association so designated.

Association shall mean the majority group of certified personnel.

Association Representatives shall mean the members of the negotiation committee selected by the Association.

Certificated Personnel shall mean professional individuals who are appropriately certified and are regularly employed by the Chamberlain School District as teachers, principals, superintendent, business manager, and when applicable paraprofessionals and tutors. Consultant shall mean a resource person qualified by training and experience to advise on problems being considered by the negotiation committee. Said consultants may or may not be an employee of the Board and may be called by either party. Conciliator shall mean a qualified person who seeks to assist in the resolution of disagreements.

#### Subject of Negotiations

The Negotiation Committee shall consider rates of pay, wages, hours of employment or other conditions of employment. All other aspects of employment should be matters of mutual concern for discussion purposes. Though these discussion sessions are not negotiation sessions, they will be given careful consideration in management plans and decisions.

### Recognition

Recognition and challenge of recognition shall be conducted in a manner consistent with the rules and regulations promulgated by the South Dakota Department of Labor, Division of Labor and Management.

### Procedures

Either the Board or the association may request negotiations to commence for the subsequent school year contract.

Meetings shall be scheduled to avoid conflicts with school duties of Association representatives or release time is to be made available. Request and reasons for subsequent meetings of the Negotiation Committee shall be made in writing directly to the chief negotiator of each party. These chief negotiators will then be responsible for arrangement of mutually convenient times and places for negotiations sessions.

Reopening Negotiations: Negotiations may be reopened for additional agenda items by mutual consent of the Board and Association.

Assistance: Consultants may be called upon by either party for advice and information on matter being considered by the Negotiation Committee.

### Agreements

When a tentative agreement is reached by the negotiation team, it shall be made in writing and submitted for consideration by the Association and Board. If ratified by the Association and adopted by the Board, it shall be entered into the official minutes of the Board and thereupon constitute a revision of the Negotiated Agreement.

The administration will provide access to the School Board Policy Book and the Negotiated Agreement through the school district website at [www.chamberlain.k12.sd.us](http://www.chamberlain.k12.sd.us). Printed copies will be provided to the CEA President, the two media centers and the building principal office in each building.

### Conciliation and Mediation

Should there be a failure to reach agreement during negotiations, either party may appeal to the Department of Labor as provided by statute.

In the case of failure, after the full use of conciliation and mediation, it is the responsibility of the Board to make a decision in the interest of operation the school system.

### Costs

Costs and expenses incurred in securing and utilizing the services of a consultant or conciliator(s) are the responsibility of the party engaging this service. Costs and expenses incurred in securing and

utilizing the services of a consultant or conciliator(s) are the responsibility of the party engaging the service. Costs and expenses of a single- or third-party conciliator shall be shared by the board and association.

#### Duration

This Procedural Policy shall be effective and shall continue in effect until changed by action of the Board. The procedures upon adoption by the Board of Education for changing existing Board policies shall apply here.

#### Amendment

Either party, desiring changes to this Procedural Policy, shall notify the other party in writing. Proposed amendments to this Procedural Policy shall become agenda items but will constitute a revision of policy only upon adoption by the Board of Education.

#### Severability

If any provision of the Procedural Policy or any application of this Procedural Policy to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

#### Grievance of Procedure Policy

##### Definition

A "grievance" is defined in SDCL 3-18 as a complaint by an employee or a group of employees based upon an alleged violation, misinterpretation, or inequitable application of any existing policies, rules, or regulations of the School District or any of the provisions of this agreement. The absence of or disagreement with existing policy, rules or regulations is not a "grievance" and may be subject to annual negotiation under the negotiations policy.

The term "teacher", except where otherwise indicated, is considered to apply to any certificated professional employee not classified as administrative personnel.

An "aggrieved person" is the person or person making the claim.

A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

The term "days" when used in this policy shall, except where otherwise indicated, mean working school days.

Association shall mean any association of employees.

The Board shall mean the Board of Education of the Chamberlain School District 7-1.

### Principles

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems, which may arise affecting the welfare or working conditions of employees.

All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

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 or with any appropriate representative of the Association at any time. Any employee or group of employees has the right at any time to present any grievance to such persons or Board through such channels as are designated for that purpose.

### Structure: Grievance Procedure for School District Employees

#### **Step 1 Informal**

If a person has a grievance, they should first discuss the matter with the immediate supervisor who is directly responsible for the grievance in an effort to resolve the problem informally. Grievances (complaints) directed to the school board, other supervisors or other administration should be re-routed to include this informal step. A professional colleague may at any time accompany the staff member.

If the informal meeting fails to solve the situation, the grievance shall be filed with the Superintendent on a form supplied by the administration. The Superintendent will provide copies to both parties and seal one in an envelope to be delivered to the School Board in case of a Grievance Hearing.

#### **Step 2 Formal --Superintendent**

Once a grievance form has been filed a meeting shall be scheduled within seven calendar days. If more than one school or supervisors are involved, they all will be asked to participate. At the meeting both sides will present their side of the story. The Superintendent shall render a decision and its rationale in writing to both sides within five days.

#### **Step 3 Formal --School Board**

In the event of this final appeal the Superintendent will schedule a Grievance Hearing with the School Board within seven calendar days unless there are extenuating circumstances.

The resolution offered by the School Board shall be the district's final decision.

All grievances by an employee and not satisfied by the School Board may be appealed to the Department of Labor.

### Time Limit

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that a grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable. It is expedient that an employee files a grievance within thirty calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance.

Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through building principals, the Association representative and the Committee so as to facilitate operation of the grievance procedure. The sole remedy available to any employee for any alleged breach of this policy or any alleged violation of his/her right hereunder shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any employee or board of a legal right.

### Rights of Participation

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

All parties in interest may be represented at all levels of the formal grievance procedure by a person of their own choosing.

When an employee is not represented by the Association, the Association representative shall have the right to be present and to state their views at all stages of the procedure (except at Step 3 if the Board elects to go into executive session).

### Miscellaneous

If a grievance affects a group or class of employees, it may be submitted in writing to the Superintendent directly and the processing of such grievance shall begin at Step 2.

Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale. Decisions rendered at Step 4 shall be in accordance with the procedures set in Article VI, Section D.

All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through building principals and Association representative so as to facilitate operation of the grievance procedure.

The sole remedy available to any employee for any alleged breach of this policy or any alleged violation of their right here under shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any employee or board of any legal right.

## Employee Discipline:

No employee shall be dismissed or otherwise disciplined except for reasons relating to poor job performance, breach of contract, incompetency, gross immorality, unprofessional conduct, insubordination, and neglect of duty or violation of any policy or regulation of the school district.

Disciplinary alternative actions against an employee may include the following:

- Dismissal
- Suspension without pay
- Suspension with pay
- Written reprimand

Oral reprimand

The following procedures shall be used in any employee disciplinary action:

In matters which may require remediation, the employee shall be given oral and written notice, and, if not re-mediated within the stated time limits, could be the basis of further disciplinary action.

The immediate supervisor may issue an oral or written reprimand. Suspension with or without pay may only be imposed by the superintendent or designee. Dismissal shall only be by action of the Board of Education on recommendation of the superintendent. On matters regarding suspension or dismissal, the employee shall receive written notice of the disciplinary action together with the reasons, therefore.

Any employee subject to suspension with pay, suspension without pay or dismissal shall be informed of such action in advance and shall be given an opportunity to be represented in any meeting or conference with respect to disciplinary action within 12 calendar days.

Only employees subject to suspension and dismissal action as provided in this policy may appeal such action in the grievance procedure. An appeal of a suspension with pay shall begin at Step Two of the grievance procedure. An appeal of a suspension without pay or dismissal shall begin at Step Three. If the employee prevails in the appeal, all records relating to the disciplinary action shall be expunged from the employee's personnel file. The appeal process shall conclude with the rendering of the Board of Education's decision.

This policy shall not supersede the Board of Education's right not to renew the work agreement of a classified employee upon its completion, due to conditions existing which would no longer require the services of such employee.

#### Staff Reduction Policy

Should it be necessary to reduce the number of employees, the administration shall recommend to the Board which position, or positions shall be eliminated. Which employee or employees shall be affected by the elimination of a position will be based on administrative recommendations to the Board with considerations given to employee certification endorsements, experience in the remaining position, educational training, employee evaluations, years of employment within the district, state and federal mandates, and overall educational program needs. The District will adhere to SDCL 13-43-6.4 should it be necessary to reduce the number of staff.

#### Personnel File

Each employee will have a confidential employee file to which there will be no additions without the employee's prior knowledge and the opportunity to rebut. Each employee has the right to review his or her confidential employment personnel file upon request to the appropriate administrator. The administrator shall schedule a time for review at a mutually convenient time for the employee and administrator, and such review shall be made available within five working days of the request being received. The employee shall have the right to copy the contents of his or her personnel files at no cost.

#### Supervision of Events

All Certified Staff members will be required to provide general supervision at two school district events and will be compensated as follows: For each supervision assignment that lasts up to 1 hour, the supervisor will receive \$25. For supervision assignments that last more than one (1) hour, the supervisor will be paid \$50.00. Duration of the event will be determined by CSD Administration. The events in need of supervisors will be identified and staff will be assigned by the administration at the beginning of each school year. Elementary staff, as a required supervision, will be assigned to the concert of the his or her respective grade level. The number of times will be based on the number of activities each year. If the staff member is not able to do the duty assigned, they must find their own replacement and inform the activities director and superintendent of said change. Staff members will be assigned a designated supervision post and be given specific guidelines to enforce.

#### 403 B Plans

The Chamberlain School Board accepts the institution of a 403 B Plan as one of the medically related options offered by the school district in its insurance package. Current medically related options are health, term life, cancer and dental. If a staff member chooses not to utilize the benefit amount for health insurance, they must present written proof of medical coverage. If medical coverage is not substantiated the benefit amount is forfeited. Staff will only be allowed to participate in 403 B Plans approved by CPI-Common Remitter Services (3<sup>rd</sup> Party Administrator of 403 B Plans).

Special Note: The Chamberlain Education Association (Certified & Classified) is aware of the need to maintain the integrity of the group plans and will be informed of and will work closely with the school

district administration on the need for maintenance of the proper numbers in each medically related group plans.

### Insurance

The School Board will pay on a spouse's group health insurance. However, the total of the group members using this spouse option cannot exceed more than 10% of the local membership.

- A. To qualify for this benefit, you must apply for it and provide proof of eligibility.
- B. If the total applicants exceed 10% then the people on the higher steps of the pay schedule will be selected first.

Insurance—It is mutually agreed that the medical insurance (health, cancer, dental, life or TSA) benefit for all full-time certified staff will be set at **\$690.00** per month for the **2024-2025 school year**.

The Chamberlain School District will secure a provider of a Flex Plan that will include the option of daycare and unreimbursed medical added to the present Section 125 allowable.

Retired employees will be allowed to continue using the group health insurance based on COBRA

### Salary Guidelines for 2024-2025

All certified staff will receive an increase of \$2,200 for the 2024-2025 school year. All certified staff will receive an additional increase of \$300. The purpose of the \$300 is to indemnify the "Annual Bonus" referenced on page 20 into salary. This act will remove the "Annual Bonus" Section from the agreement as the bonus, going forward, will simply be considered "salary", and 2.) not set a precedence that the district add \$300 to the annual increase in future years.

Annually, the Business Office will prorate compensation so that all certified staff receive an additional \$300 minus appropriate deductions, on the first check in the month of December.

**2024-2025 Salary= 2023-2024 salary + \$2,200 +\$300**

Base pay is defined as the salary of a teacher with no prior teaching experience and a bachelor's degree with fewer than 15 semester graduate credit hours. The base pay shall be established annually by the negotiations process. **The base pay for 2024-2025 school year will be \$47,800.**

### New Hires-Experience

Teachers employed by the Chamberlain District will be allowed up to fifteen years' experience credit on the hiring schedule for years previously taught in accredited schools outside the Chamberlain School District 7-1. The School Board may determine placement on the hiring schedule by considering previous teaching and/or comparable work experience, the recency of such experience and the

similarity of the experience to the duties of the teaching assignment. Additional experience credit may be considered and negotiated with the superintendent and School Board, ~~but in no instance will the hiring schedule placement exceed the sum of years of teaching and/or comparable work experience. A teacher entering the school system with previous teaching experience will be hired at no greater than that of a currently employed teacher with the same experience and degree status.~~ The School Board reserves the right to offer salaries above the schedule limits, if needed, ~~to provide adequate staff for school programs.~~ Such exception shall not alter schedule provisions for other faculty members. The Board reserves the right to withhold the annual increments for any teachers deemed by official evaluation to have shown an unacceptable amount of progress during the preceding year. Such denial of increment shall be accompanied by a probationary status for any contract issued for future assignment.

#### Hiring Schedule

##### Hiring Schedule 2024-25

		\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 800.00
Years	BA	BA +15	BA +24	MA	MA +12
1	\$ 47,800.00	\$ 48,600.00	\$ 49,100.00	\$ 50,100.00	\$ 50,900.00
2	\$ 48,250.00	\$ 49,050.00	\$ 49,550.00	\$ 50,550.00	\$ 51,350.00
3	\$ 48,700.00	\$ 49,500.00	\$ 50,000.00	\$ 51,000.00	\$ 51,800.00
4	\$ 49,150.00	\$ 49,950.00	\$ 50,450.00	\$ 51,450.00	\$ 52,250.00
5	\$ 49,600.00	\$ 50,400.00	\$ 50,900.00	\$ 51,900.00	\$ 52,700.00
6	\$ 50,050.00	\$ 50,850.00	\$ 51,350.00	\$ 52,350.00	\$ 53,150.00
7	\$ 50,500.00	\$ 51,300.00	\$ 51,800.00	\$ 52,800.00	\$ 53,600.00
8	\$ 50,950.00	\$ 51,750.00	\$ 52,250.00	\$ 53,250.00	\$ 54,050.00
9	\$ 51,400.00	\$ 52,200.00	\$ 52,700.00	\$ 53,700.00	\$ 54,500.00
10	\$ 51,850.00	\$ 52,650.00	\$ 53,150.00	\$ 54,150.00	\$ 54,950.00
11	\$ 52,300.00	\$ 53,100.00	\$ 53,600.00	\$ 54,600.00	\$ 55,400.00
12	\$ 52,750.00	\$ 53,550.00	\$ 54,050.00	\$ 55,050.00	\$ 55,850.00
13	\$ 53,200.00	\$ 54,000.00	\$ 54,500.00	\$ 55,500.00	\$ 56,300.00
14	\$ 53,650.00	\$ 54,450.00	\$ 54,950.00	\$ 55,950.00	\$ 56,750.00
15	\$ 54,100.00	\$ 54,900.00	\$ 55,400.00	\$ 56,400.00	\$ 57,200.00

##### Revised April 2024

Earn 15 semester hours of work beyond B. A.-\$800

Earn 9 semester hours of work beyond B. A. + 15-\$500

Earn a Masters Degree-\$1000

Earn 12 semester hours of work beyond M. A.-\$800

### Annual Bonus

A \$300 bonus, minus appropriate deductions, will be paid in December unless a catastrophic event occurs.

### Increase for Earned Credits

Hours of additional credit earned by teachers for salary increases or state certification purposes must be approved by the superintendent as being applicable to the teacher's assigned instructional duties, or to the general professional development of the teacher.

As a general rule, these hours are to be graduate credits. Failure to comply with this policy will result in forfeiture of scheduled experience increment for future contracts. Proof of salary claims based on experience and training rest with the teacher. Copies of all official transcripts and state certification must be on file in the office of the superintendent. No employee shall receive salary for teaching assignments unless a copy of the South Dakota teaching certificate for said employee is on file in the business office.

Teachers eligible for salary increases under any of the following conditions shall furnish evidence of the same at the earliest possible date after completion, and not later than July 1st of the year to which the increase would apply (unless a letter, submitted by July 1st verifies later summer ending coursework,)

- Earn 15 semester hours of work beyond B. A.-\$800
- Earn 9 semester hours of work beyond B. A. + 15-\$500
- Earn a Masters Degree-\$1000
- Earn 12 semester hours of work beyond M. A.-\$800

### Tuition Reimbursement

If the district pays 50% or more of a staff members' Advanced Degree, the district will enter into a written agreement with the staff member and request them to remain in the district for three years after the completion of the degree. If the staff member leaves the district before the three years, then a percent of the degree payment goes back to the district. Leave in 1<sup>st</sup> year: 70% goes back to the district, leave in the 2<sup>nd</sup> year: 50% goes back to the district, leave in 3<sup>rd</sup> year: 30% goes back to the district.

### Extra Duty Payments

Extra Duty salaries for the 2023-2024 contract year will be based on a percentage of the BA Salary and experience. All employees receiving extra duty payments have the choice as to how the extra duty payment will be made. Staff can have the amount pro-rated over regular payment installments or vouchered independent of regular pay installments and paid the first pay period after the completion of the Extra Duty provided the employee selects the method of payment by informing the Business Office of their choice as to how they will be paid prior to the 1st of September for that contract year.

Extra Duties Schedule:  
Updated April 2024  
2024-2025 Base Pay \$47,800

<u>Position</u>	<u>% of Base</u>	<u>Base Salary</u>
Football		
Head Varsity	13%	\$ 6,214
Asst. Varsity	9%	\$ 4,350
Asst. Varsity	9%	\$ 4,350
Asst. Varsity(CMS)	8%	\$ 3,824
Asst. Varsity(CMS)	8%	\$ 3,824
Basketball		
Head Coach Girls	13%	\$ 6,214
Head Coach Boys	13%	\$6,214
Asst. Varsity Girls	9%	\$4,350
Asst. Varsity Boys	9%	\$4,350
CMS Grade Girls	8%	\$3,824
CMS Grade Girls	6%	\$2,868
CMS Grade Boys	8%	\$3,824
CMS Grade Boys	6%	\$2,868
Wrestling		
Head Varsity	13%	\$6,214
Asst. Wrestling	9%	\$4,350
Asst. Wrestling	8%	\$3,824
CMS Wrestling	7%	\$3,107
Gymnastics		
Head Varsity	13%	\$6,214
Asst. Varsity	8%	\$3,728
Volleyball		
Head Varsity	13%	\$6,214
Asst Varsity	9%	\$4,350
CMS Grade Coach	6%	\$2,868
CMS Grade Coach	6%	\$2,868
Track		
Head Varsity	11%	\$5,258
Asst. Varsity	7%	\$3,155
Asst. Varsity	7%	\$3,155
Asst. Varsity	7%	\$3,155
Asst. Varsity	7%	\$3,155

## Cross Country

Head Varsity	10%	\$4,780
*Asst. Varsity	7%	\$3,107

## Golf

Head Coach Boys	8%	\$3,824
*Asst. Varsity (#'s allow)		\$1,500.00
Head Coach Girls	8%	\$3,824
*Asst. Varsity (#'s allow)		\$1,500.00

## Cheerleading

		\$3,824
Cheer coach	6%	\$2,850.00

## Fine Arts

### Fall Production

Head	10%	\$ 4,780
Asst.	7%	\$ 3,346
Set Director	1%	\$ 598
Choral Dir	7%	\$ 3,227

### One-Act Play

Head	9%	\$4302
Asst.	6%	\$3011

## Other

Vocal Music Director	6%	\$2,868
K-5 Chorus	2%	\$956
Band (March/Pep)	8%	\$3,824
5-8 Band	4%	\$1,912

## Other Extra Duties

FFA	4%	\$1,912
Drivers Education-Summer Class	2%	\$1,052
HOSA	4%	\$1,912
Oral Interp	4%	\$1,912
Grade 6-12 Detention	5%	\$2,151
H. S. Annual	3%	\$1,195
MS Student Council Advisor	1%	\$478
Head Jr. Class Advisor	2%	\$956
Jr. Class Advisor	1%	\$574
Jr. Class Advisor	1%	\$574
H. S. Stu Cou Head	3%	\$1,434
H. S. Stu Cou Asst	1%	\$574
Head of Concessions		\$1,000

When a coach drives the bus of the activity that he/she coaches, payment will be made as follows/ activity:

- 100 miles or less round trip = \$40
- Over 100 miles = \$60

7th and 8th Coach’s Salaries

If the 7th and 8th grade coaching positions are to be combined due to numbers, the salary will be equal to an Assistant Varsity position.

The coaching position will be combined if the total 7th and 8th participant numbers are 20 or below. In addition, if one of the 7th & 8th coaching positions cannot be filled, the CSD Administration will be given the authority to combine the coaching position.

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE SCHOOL BOARD:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
CEA Certified President

\_\_\_\_\_  
Board of Education President

\_\_\_\_\_  
CEA Certified Chief Negotiator