

2024-2025

NEGOTIATED AGREEMENTS

NEGOTIATED AGREEMENTS
BETWEEN
THE FREEMAN SCHOOL BOARD
AND THE FREEMAN EDUCATION ASSOCIATION
OF
FREEMAN SCHOOL DISTRICT #33-1
(Board Approved 5/22/24)

Table of Contents

Article I: Recognitions and Negotiations

Article II: Employee Compensation

2.1 Salaries

2.2 Extra Duty Salaries

2.3 In House Substitute

2.4 Additional In-Service

2.5 Success Hour

Article III: Fringe Benefits

3.1 Insurance

3.2 Sick Leave Buy-Back

3.3 Retirement

3.4 Early Retirement

Article IV: Leaves

4.1 Sick Leave

4.2 Voluntary Sick Leave Assistance

4.3 Parental Leave

4.4 Bereavement Leave

4.5 Funeral Leave

4.6 Personal Leave

4.7 Professional Leave

4.8 Jury Duty or Subpoena Leave

4.9 Extended Leave

Article V: Employment Conditions

5.1 Teachers' Hours

5.2 Contract Resignation

5.3 Employee Rights

5.4 Teaching Assignments

5.5 Extra Duty Assignments

5.6 Additional Duties

5.7 Notifications of Open Positions

5.8 Calendar

Article VI: Evaluations

6.1 Teaching Evaluation

Article VII: Reduction in Force and Recall Procedures

7.1 Reduction in Force and Recall

Article VIII: Grievance Policy and Procedures

8.1 Definitions

8.2 Purpose

8.3 Procedure

8.4 Informal Procedures

8.5 Formal Procedures

8.6 Miscellaneous

Appendices

A. Hiring Schedule

B. Lane Change

C. Extra Duty Schedule

D. Request for Sick Leave Assistance

E. Grievance Forms

Article I: Recognitions and Negotiations (revised May 2024)

Recognition-

The Board hereby recognizes the Freeman Education Association (Formerly known as the Freeman Association of Teachers) as the sole and exclusive representative of all certified personnel except administration or any employee that receives additional salary or benefits for the performance of administrative duties. Such recognition shall be continuous from year to year unless challenged according to provisions pursuant to SDCL 3-18.

Parties-

This agreement is entered into between the School Board of Freeman School District 33-1, Freeman, South Dakota hereinafter called the "Board", and the Freeman Education Association hereinafter called the "Association". The term "teacher" when used hereinafter shall refer to all employees represented by the Association in the bargaining unit as above defined.

Negotiations-

- A. The parties agree to enter into negotiations pursuant to SDCL 3-18.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or representative of the other party. The parties mutually pledge that their representatives will be authorized to make proposals and consider proposals in the course of negotiations.
- C. Either party may utilize the services of outside consultants and may call upon professional and legal representatives for advice during the negotiations.
- D. Negotiation sessions shall be held at times and locations mutually acceptable to both parties. Prior to adjournment the time, location, and agenda of the next session shall be determined by mutual agreement.
- E. Upon tentative agreement between the parties each negotiated party chairperson will initial each individual negotiated item. Once it has been initialed by both parties' chairperson, it may not be changed unless outside consultants of each party see a need to revise. This revision would happen at the next negotiation meeting. A copy shall be submitted to the Board and the Association for ratification.
- F. Should a subsequent Agreement not be in effect on July 1 due to the parties not having concluded the negotiations process, this Agreement shall be in effect until such time as a subsequent contract is approved by the parties or the implementation of contract terms pursuant to SDCL 3-18-8.2.
- G. Any article, section, or clause which shall be found by a court of competent jurisdiction to be illegal in which case only that article, section, or clause shall be deleted.

Article II: Employee Compensation

2.1 Salaries (revised May 2024)

- A. The salary for current teachers will minimally include pay from the previous employment year. Any salary increases for the current teaching staff will be determined through the negotiations process. In addition, individual teachers that are currently on staff will receive additional salary increases upon attaining sufficient graduate degree or credits at specific interval categories as follows:

BA + 12 credits	\$500
BA + 24 credits	\$500 (for a total of \$1,000)
BA + 36 credits	\$500 (for a total of \$1,500)
MA	\$500
MA + 12 credits	\$500
MA + 24 credits	\$500 (for a total of \$1,000)
MA + 36 credits	\$500 (for a total of \$1,500)

The base pay for the 2024-2025 school year is \$46,000. A returning full-time teacher (contracted for 175 days) will receive a total 4.25% salary increase according to their individual contract pro-rated to their percentage of employment. (revised May 2024)

- B. Teachers must present transcripts and complete the lane change request form and return it to the business office in order for lane changes to take effect. See Appendix B.
- C. Certified staff will be paid on the 5th and 20th of each month for either 9 or 12 months. If the 5th or the 20th falls on a Saturday, the teachers will be paid on Friday. If the 5th or the 20th falls on a Sunday, the teachers will be paid on Monday.
- D. Except when an emergency exists for a required course, all teachers will be hired with the salaries determined according to the current hiring schedule. When Administration and the Board of Education determines that an emergency hiring situation exists, the board may hire outside of the hiring schedule with up to 5% increase in pay for candidates based on their comparable experience per the hiring schedule.

2.2 Extra Duty Salaries (revised May 2024)

Refer to the extra duty schedule, Appendix C, for specific salaries. Increase in salaries will need to be negotiated.

2.3 In House Substitute (revised May 2024)

- A. K-6 certified teachers will receive \$25.00 per class period that they give up their planning/preparation time to substitute for another certified teacher. (2024)
- B. 7-12 certified teachers will receive \$25.00 per class period that they give up their

planning/preparation time to substitute for another certified teacher.

- C. Staff members who are requested or assigned student supervision in the lunchroom will receive free lunch that day. (2015)

2.4 Additional In-Service (revised May 2024)

Teachers will be compensated for mandatory in-service days (excluding monthly in-service hours) at a rate of \$250 per day for in-services above and beyond the yearly contractual 175 days.

2.5 Success Hour (revised May 2024)

Certified employees will be compensated \$35 for working Success Hour. Success hour is currently 1 hour long on Tuesdays and Thursdays from 3:45-4:45.

Article III: Fringe Benefits

3.1 Insurance (revised May 2024 – revisit yearly)

The District will pay the full single health insurance premium for certified staff enrolled in the school health insurance plan.

Employees that are married and receive dual contribution of single health insurance by the district may select any Health Insurance plan that is offered by the district and the dual contribution will be applied to the selected plan.

The school district will contribute half of the dental insurance premium toward a single (\$24.50) or family (\$59.75) plan for employees that select the school districts dental insurance plan.

The school district will contribute to a \$10,000 Life Insurance plan for each employee of the school district.

The school district will offer Vision Insurance to be paid at 100% of the employee's expense for those that select this plan.

3.2 Sick Leave Buy-Back (revised May 2024)

- A. The maximum amount of payable unused sick leave would be 10 because no one would enter a new school year with more than 60 days and each faculty member is granted an additional 10 days per year.
- B. All faculty members having accrued over 60 days of unused sick leave by or during the school year will be paid first tier sub pay per day for those days that are not used by the end of the school year.
- C. Departing teachers will receive fifty percent (50%) of unused sick leave (Payment at the rate of 1 day per 2 days up to the maximum of 30 paid days); however, certified staff members terminated for cause shall not receive any reimbursement of unused sick leave.

3.3 Retirement (revised May 2024)

- A. The District will match an employee contribution of up to 6% to the employee's South Dakota Retirement System (SDRS) account.

3.4 Early Retirement (revised May 2024)

Certified employees hired after September 1, 1998, are not eligible to participate in this program.

Any certified employee that is hired prior to September 1, 1998, that has contributed twenty years of service to the Freeman School District may elect early retirement under the following program:

- 3.4.1 The certified employee must be at least 55 years of age to take advantage of the program.
- 3.4.2 The certified employee will receive a bonus of \$20,000.
- 3.4.3 Payment of the net amount of the benefit will be negotiated. In the event of more than 2 employees taking early retirement during the same fiscal year the board retains the right to prorate the cash bonus over a period longer than one fiscal year but not to exceed three fiscal years.

Article IV: Leaves

4.1 Sick Leave (revised May 2024)

- A. Each teacher begins the first year of employment with a credit of ten (10) days' sick leave. Ten days' sick leave is given for each subsequent year and the sick leave that is not used can be accumulated to a total of 60 days plus the additional 10 days that are issued at the beginning of each school year for a total of 70 days.
- B. Teachers may use up all of their personal sick leave each year for absences necessitated by illness to their immediate family. The immediate family shall include father, mother, child, husband, wife, brother, sister, grandchild or grandparent or any member of the teacher's household. The leave may be used to care for the person or to take the person for medical treatment or medical appointments that cannot be arranged outside the school day. If more than 10 days are required in any year, the teacher may be granted a short-term leave of absence, according to the Family Medical Leave Act (Policy B-55).
- C. The teacher will receive full salary for the number of days for which he/she has credit, and the Board will pay the substitute teacher.
- D. If a teacher's accumulated sick leave has been used and he/she is still ill, the individual teacher will have deducted from his/her salary 1/175 of his/her annual salary for each day of absence. The School Board will pay the substitute teacher.
- E. Any accumulated sick leave balance will be included on the employee's monthly pay stubs.
- F. If additional sick days are required, refer to Sick Leave Bank, if qualified, and to the Family Medical Leave Act. All sick leave policies are subject to the federal Family Medical Leave Act (FMLA) as implemented in the District's FMLA Policy.
- G. After a teacher has received sick leave pay for five (5) consecutive days during the school year, the board may require a teacher to furnish a medical certificate from a certified health care provider as evidence of illness, in order for the teacher to qualify for sick leave.
- H. Full day sick leave consists of 8 hours.
- I. Sick leave hours will be determined based on the length of the school day that is determined by the administration.
- J. Minimal sick leave periods will be recorded in time periods of 15 minutes.

4.2 Voluntary Sick Leave Assistance (revised May 2024)

A sick leave bank will be available for all certified personnel of the Freeman School District. See **Appendix D** for

the request form.

- A. Voluntary sick leave assistance plan means the contribution of a specific number of accumulated sick leave days to a plan which allows the use of contributed sick leave days by a teacher who has exhausted his/her said allowance. At the beginning of each school year the FEA will select the five committee members.
- B. Any teacher may become a member of the voluntary sick leave assistance plan by notifying the business manager and filing an application form prior to the first day of the school term.

- 1. Teachers must contribute one day of their sick leave each school year.

- C. In the event a teacher exhausts sick leave accumulation, the teacher may request assistance from the sick leave plan by making written application to the superintendent of schools, who will forward such request to the committee of 5.

- 1. Application for sick leave assistance shall be reviewed by the sick leave plan committee composed of teachers selected by the members. The committee will make the final decision by majority vote. If the committee and applicant are related, a substitute will be assigned by the committee.

- 2. No assistance shall exceed a total of sixty (60) days for any one disability during one year.

- 3. An applicant shall be considered totally disabled when under the regular care of a licensed physician and unable to fulfill his/her assignment and contract. The physician must provide the sick leave plan committee with a written statement prior to the committee's decision on assistance certifying that the applicant is totally disabled.

- 4. Days contributed to the plan cannot be withdrawn when a teacher terminates membership.

- 5. No teacher shall draw from the plan while collecting from another disability plan.

- 6. The teacher shall receive compensation based upon one hundred percent (100%) of his/her daily base salary while drawing from the plan.

- 7. Teachers who are drawing from the plan when a new contract term begins shall not qualify for the annual ten days sick leave until they return to work on a full-time basis.

- 8. Teachers who have accumulated over 60 days of sick leave may donate one (1) day of their sick leave to the bank at the end of that current year.

- 9. The sick leave bank will be capped at 300.

- 10. Additional days will be added to the Sick Leave Bank when the available days drop below 200 at the end of the school year.

- 11. The Committee shall report activity of the Sick Leave Bank to committee members in January and June.

4.3 Parental Leave (revised May 2024)

- A. Parental leave shall be available to teachers after a child's birth for up to 12 weeks for a full year from the date of birth pursuant to FMLA. Parental leave shall be taken from available accrued sick/personal leave. Vacation days and school cancellation days will not be deducted from sick/personal leave but are counted as part of the 12 calendar weeks, pursuant to FMLA.

- B. In the case of adoption or foster care, the parental leave will be the same as for a natural birth child of those parents.
- C. If possible, the teacher should notify the principal at least two (2) weeks in advance of parental leave absence.
- D. Freeman School District recognizes Nursing Mothers. See policy for details.
- E. For all parental leave stated above, the district will authorize additional unpaid leave in accordance with the district approved FMLA Policy.

4.4 Bereavement Leave (revised May 2024)

Bereavement leave is defined as paid leave that is outside of sick and personal leave that is available to employees at the time of death or funeral of a member of the employee's family as defined below or other person close to the employee.

- A. A total of 3 days shall be allowed, per death, in the teacher's family. "Family" shall be defined as spouse or significant other, parent, in-law, child, sibling, grandparent, grandchild, or other family that reside within the employee's household. An additional 2 days of leave may be granted by the superintendent for extenuating circumstances.
- B. Leave for a maximum of 2 days per work year shall be allowed to attend the funeral of other persons close to the teacher.

4.5 Funeral Leave (revised May 2024)

Sick leave days may be used for funeral leave. In the event the funeral is for a student or a parent of a student, administration may grant the teacher approval to attend funeral and waive the requirement to use sick leave.

4.6 Personal Leave (revised May 2024)

- A. Personal leave will be 3 days per year, accumulative to 5 days for nine month and extended contracts. There will be no deduction from the teacher's pay for any of the day's used.
- B. Staff may carry two (2) personal days over to the following year, or choose to have those paid out, but may accumulate no more than five (5) days.
- C. Each teacher who has not used his/her Personal Leave days will be reimbursed first tier sub pay per day for days not used or carried over, said reimbursement payable at the end of the school year.
- D. Additional days of unpaid leave beyond the three days of personal leave may be granted by the Superintendent. Except for extenuating reasons beyond the control of the employee, all requests for unpaid leave must be submitted in writing to the employee's supervisor at least five (5) days prior to the requested date of absence. For any additional leave requested, salary would be deducted by 1/175 or according to the number of contract days that school is in session that year.

E. Personal leave will not be allowed during the scheduled parent-teacher conferences unless there is an emergency as approved by the Superintendent.

F. Any accumulated personal leave balance will be included on the employee's monthly pay stub.

G. Full day personal leave consists of 8 hours.

H. Personal leave hours will be determined based on the length of the school day that is determined by the administration.

I. Minimal personal leave periods will be recorded in time periods of 15 minutes.

4.7 Professional Leave (revised May 2024)

Professional leave may be granted by the administration. Each certified staff member will receive two (2) days of professional leave each school year. If an employee is directed by the district to attend a professional meeting, clinic, or other school related meeting by the administration (superintendent or principal), the district will pay all required fees, meals (at the district adopted rate), lodging and mileage rate as set by the district. No salary will be deducted. Professional leave cannot be carried over from year to year and employees will receive no compensation for days of professional leave that are not used.

4.8 Jury Duty or Subpoena Leave (revised May 2024)

Any teacher who is called for jury duty during school hours or who is subpoenaed by any person or party to appear in court shall be provided leave for such duty and appearance. The teacher shall be paid his/her regular salary and shall remit any stipend paid by the court for such an appearance to the District. Reimbursement by the court for expenses in connection with such duty or appearance may be retained by the teacher.

4.9 Extended Leave (revised May 2024)

A leave of absence may be granted to a teacher of the District at the discretion of the Superintendent. Such leave may be for a period of one school year. This policy may be used for maternity, child adoption, long-term illness, or other medical reasons verified in writing by a certified health care provider. It may also be used for personal reasons. The teacher will receive no pay or benefits from the District while on a leave of absence. However, the teacher may remain in the insurance groups of the District if allowed by the carrier, with such full monthly premiums being paid by the teacher. To be eligible for a leave of absence for personal reasons other than those covered by the Family Medical Leave Act, the teacher shall have been employed full time in the district a minimum of four (4) years.

Application for such leave shall be submitted by March 1 and will be presented to the Board with a recommendation from the Superintendent. The Board will determine among other possible factors if a suitable replacement can be found in making their decision. The teacher shall be notified of the acceptance of the application by the May school board meeting.

A teacher on leave of absence shall notify the Board of his/her intent to return for the following school year before March 1 of the year prior to the return.

The Board may consider individual circumstances to amend any dates identified in this policy without the

establishment of precedence.

Article V: Employment Conditions

5.1 Teachers' Hours (revised May 2024)

- A. Teachers are contracted for 175 days.
- B. Teacher hours will be from 7:45 AM to 3:45 PM on school days.
- C. Prior to the start of the school year, the professional development committee will create a tentative schedule for Flyer Friday afternoons and share it with staff. Every attempt shall be made to create a consistent schedule between the Elementary and High School Building.
- D. In the event that the Superintendent cancels school for the full day, up to five days will not be made up for the 2024-2025 school year.

5.2 Contract Resignation

It is hereby agreed that if a certified staff member resigns after June 1st, liquidated damages of \$1,500, after July 1st, liquidated damages of \$2,500, after August 1st, liquidated damages of \$3,500 may be assessed by the District at the discretion of the Board. (SDLC 13-43-6, SDLC 13-43-6.6)

5.3 Employee Rights (revised May 2024)

Right of Representation: Certified District employees have the right of representation during meetings required by the administration.

5.4 Teaching Assignments (revised May 2024)

Teaching assignments will be determined by administration. Teachers in grades 7-12 may be assigned up to six (6) periods a day of teaching and a study hall period at the discretion of the school administration. An additional 7th instructional overload period may be assigned by the administration. Should a 7th instructional overload period be assigned, the school board may award an additional \$500 stipend to the teacher for each semester that an overload is taught. Overload stipends shall be paid at the end of each semester.

Elementary teachers for grades K-6 may be compensated \$500 for a class size that exceeds 24 students.

Teachers in the Freeman School District will have a 20-minute duty free lunch.

5.5 Extra Duty Assignments (revised May 2024)

Extra Duty assignments are 1-year Conditions of Employment that will be written into the teacher's contract.

Extra duty assignment evaluations shall be performed annually.

Continuing contract rights apply in this situation.

5.6 Additional Duties (revised May 2024)

- A. Each teacher will sign up for one ticket taking event per year. In the event that not all event slots have been filled the athletic director will do a random draw to fill the remaining positions.
- B. All ticket sellers/takers will be reimbursed for working at Conference, District, and Region tournaments at the assigned rate.

5.7 Notifications of Open Positions (revised May 2024)

Any teaching position that is open due to resignation, new positions, or non-renewal will be made known to staff through email to all currently employed certified personnel. Those applicants who wish to be considered and are qualified to fill the position will notify their administrator.

5.8 Calendar (revised May 2024)

The administration shall meet with designated representatives of the calendar committee to receive input in formulating the school calendar in the areas of: beginning dates, closing dates, vacations, days in session, Flyer Fridays, parent-teacher conferences, etc. The final school calendar is subject to school board approval.

Article VI: Evaluations

6.1 Teaching Evaluation

Teachers will be evaluated at least once each year during the first three years of their contract. Teachers in their fourth contract year or beyond will be evaluated at least once every other year.

Article VII: Reduction in Force and Recall

7.1 Reduction in Force & Recall

Staff reduction occurs when the Board eliminates all or part of an existing position held by anyone to whom continuing contract rights apply. In the event the Board determines that a staff reduction is necessary, the following guidelines will be considered:

1. An effort will be made to affect the reduction through normal attrition. The Freeman Education Association will be notified and group recommendations considered if received within fourteen (14) days of issuance of the notice.
2. Positions held by persons with less than full certification for their current teaching assignment will be open to a properly certified and experienced continuing contract teacher who has been notified that his or her position has been eliminated and has requested to be considered.
3. If a position of a continuing contract teacher is eliminated due to staff reduction, the Board will determine which continuing contract teacher or teachers are to be released, considering the following criteria, as applicable. The criteria are not in rank of order of importance:
 - a. Student and curriculum needs;
 - b. Prior evaluations;
 - c. Competency;
 - d. Qualifications;
 - e. Certification;
 - f. Experience in the area to be taught;
 - g. Educational background;

- h. State and federal mandates;
- i. Administrative recommendation.

The continuing contract teacher who has been notified that his or her position has been eliminated shall notify the Freeman School Board of any positions for which the teacher wishes to be considered and can establish required qualifications.

The Board will follow the provisions of state law in making staff reductions involving professional staff members on continuing contract status.

Recall

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. The teacher subject to reduction in force termination shall provide a list of positions for which the teacher wishes to be considered and is qualified to fill. If, during the first fiscal year subsequent to the lay-off, a vacancy occurs in the grade, subject area, and activity for which a laid-off teacher wishes to be considered, an offer of re-employment may be extended to the teacher, subject to interview and updated background check. When more than one staff member has the same recall date for the open position, the Board may consider, among other things, the matters identified in paragraph 3 of this policy.

Recall privileges cease when a staff member resigns. Recall privileges will also cease if, upon being recalled, the staff member fails to report within twenty (20) calendar days after the mailing of a written notice of recall. Such notice shall be sent to the last address furnished to the superintendent/chief executive officer by the staff member, and the twenty (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 VIII: Grievances

The Freeman School Board will encourage the administration to develop effective means for resolving differences that may arise among employees and between employees and administrators; reduce potential areas of grievances; and establish and maintain recognized channels of communication between the staff, administration, and the Board.

Grievance procedures should provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and each employee should be assured an opportunity for an orderly presentation and review of complaints and concerns. Channels established will provide for the following:

1. That teachers and other employees may appeal a ruling of a principal or other administrator to the superintendent;
2. That all school employees may appeal a ruling of the superintendent to the Board.

The procedures established for the resolution of grievances in agreements negotiated with recognized employee bargaining units will apply only to "grievances" as defined in the particular agreement.

8.1 Definitions:

- A "grievance" is a complaint by a person or group of persons employed by the Freeman School District #33-1, made either individually or by a duly authorized and recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, or regulation of the School Board. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule, or regulation is not a "grievance."

- An "aggrieved person" is the person or group of persons filing the grievance.
- "Board" means the School Board of the district.
- "Days" shall mean calendar days unless otherwise specified.

Article II

8.2 Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the district and to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

Article III

8.3 Procedure:

- It is important the grievances be processed as rapidly as possible. The number of days indicated at each level shall be the maximum and every effort should be made to expedite the process.
- If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the Article.
- If an employee does not file a grievance in writing with the principal or other supervisor within 10 calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
- A supply of the grievance forms shall be on file with the building principal, and/or the immediate supervisor.

Article IV

8.4 Informal Procedures:

If an employee feels he has a grievance, he shall first discuss the matter with his supervisor, principal or other administrator, to whom he is directly responsible in an effort to resolve the problem.

Article V

8.5 Formal Procedures:

LEVEL ONE - School Principal, Immediate Supervisor or Other Administrator

- If an aggrieved person is not satisfied with the disposition of his problem through informal procedures, he shall submit his grievance in writing.

- Signed copies of the written grievance shall be delivered by the employee to each of the following: supervisor, principal or other administrator, the Superintendent of schools, and the president of the School Board.
- An employee who is not directly responsible to a building principal may submit his formal written grievance to the administrator or supervisor to whom he is directly responsible.
- The administrator, within five days of the filing of the grievance shall render his decision in writing to the aggrieved person.

LEVEL TWO - Superintendent of Schools

- If an aggrieved person or the Board is not satisfied with the decision concerning his grievance at Level One, or if no written decision has been rendered within five days, he shall, within three days after the decision is rendered, or within eight days after filing at level one, resubmit his grievance in writing to the Superintendent of schools.
- The Superintendent of schools shall within five days from the filing of the written grievance meet with the aggrieved person for the purpose of resolving the grievance. The Superintendent shall, within five days after this meeting render his decision in writing to the aggrieved person.

LEVEL THREE - Board of Education

- If the aggrieved person or the Board is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five days, he shall within five days thereafter resubmit the grievance to the business manager and the president of the Board.
- At its next meeting, or at a time mutually agreed upon by the parties, the Board or its designated agent shall hold a hearing on the grievances. The decision of the Board shall be rendered in writing within five days after the hearing.

LEVEL FOUR

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

Article VI

8.6 Miscellaneous:

- If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building; they shall report immediately to the principal of such building being visited and state the purpose of the visit.
- Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
- Any party or parties in interest shall appear and may be represented at formal Levels One and Two of the grievance procedure by one representative. When the representative is not a member of the

employee organization, the employee organization shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels One and Two of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At Level Three a maximum of three representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.

- If, in the judgment of the employee organization a grievance affects a group or class of employees, the organization may submit such grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level Two. The employee organization shall designate not more than two spokespersons for the organization in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee organization shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
- Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure. The vote on the Board's decision on Level Three grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.
- When it is necessary for a party or parties in interest to attend a board meeting or a hearing called during the working day, the Superintendent's office shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

See Appendix E for Grievance Documents

Appendix A: Teacher Hiring Schedule

Freeman School District 33-1 2024-2025 Teacher Hiring Schedule

Draft 3/28/2024

EXPERIENCE	BA	BA+12	BA+24	MA	MA+12	MA+24
0	\$ 45,500.00	\$ 46,000.00	\$ 46,500.00	\$ 47,000.00	\$ 47,500.00	\$ 48,000.00
1	\$ 45,950.00	\$ 46,450.00	\$ 46,950.00	\$ 47,450.00	\$ 47,950.00	\$ 48,450.00
2	\$ 46,400.00	\$ 46,900.00	\$ 47,400.00	\$ 47,900.00	\$ 48,400.00	\$ 48,900.00
3	\$ 46,850.00	\$ 47,350.00	\$ 47,850.00	\$ 48,350.00	\$ 48,850.00	\$ 49,350.00
4	\$ 47,300.00	\$ 47,800.00	\$ 48,300.00	\$ 48,800.00	\$ 49,300.00	\$ 49,800.00
5	\$ 47,750.00	\$ 48,250.00	\$ 48,750.00	\$ 49,250.00	\$ 49,750.00	\$ 50,250.00
6	\$ 48,200.00	\$ 48,700.00	\$ 49,200.00	\$ 49,700.00	\$ 50,200.00	\$ 50,700.00
7	\$ 48,650.00	\$ 49,150.00	\$ 49,650.00	\$ 50,150.00	\$ 50,650.00	\$ 51,150.00
8	\$ 49,100.00	\$ 49,600.00	\$ 50,100.00	\$ 50,600.00	\$ 51,100.00	\$ 51,600.00

Experience \$ 450
Education \$ 500

The education component of this schedule (lane changes) will apply to all certified teachers employed by the District.

The District will recognize up to 10 years of teaching experience.

***The Superintendent reserves the right to change any or all factors involved in this schedule when considering any position. The interpretation of this schedule and its application to individual cases will rest with the Superintendent.

Appendix B: Lane Change

FREEMAN SCHOOL DISTRICT LANE CHANGES ON THE PAY SCALE

This form is to be filled out for each class taken by a Freeman School District instructor for pay scale advancement. The superintendent must approve the course taken by the instructor before the business manager can make lane changes.

Name: _____ **Date:** _____

Current Educational Level:

- ☐ BA
- ☐ BA+12
- ☐ BA+24
- ☐ BA+36
- ☐ MA
- ☐ MA+12
- ☐ MA + 36

Proposed Education Level:

- ☐ BA
- ☐ BA+12
- ☐ BA+24
- ☐ BA+36
- ☐ MA
- ☐ MA+12
- ☐ MA + 36

Credits to be used toward education advancement (official transcripts must be attached)

Date of Course	Course Prefix (EDAD, EDER, etc.)	Course Number	Course Name	University	Credits

BA +12	\$500
BA +24	\$500
BA + 36	\$500
MA	\$500
MA + 12	\$500
MA + 24	\$500
MA + 36	\$500

Teacher Signature

Superintendent's Signature

New Lane: _____

Business Manager Signature

Effective Date: _____

Appendix C: Extra Duty Hiring Schedule

Freeman School District 33-1 2023-2024 Extra-Curricular Hiring Schedule

Draft 3/28/2024

POSITION / YEARS OF EXPERIENCE	0	1	2	3	4	5	6	7	8	Increase
Head Basketball	\$ 4,500.00	\$ 4,550.00	\$ 4,600.00	\$ 4,650.00	\$ 4,700.00	\$ 4,750.00	\$ 4,800.00	\$ 4,850.00	\$ 4,900.00	\$ 50.00
Asst. Basketball	\$ 3,400.00	\$ 3,440.00	\$ 3,480.00	\$ 3,520.00	\$ 3,560.00	\$ 3,600.00	\$ 3,640.00	\$ 3,680.00	\$ 3,720.00	\$ 40.00
Jr. High Basketball	\$ 2,950.00	\$ 2,980.00	\$ 3,010.00	\$ 3,040.00	\$ 3,070.00	\$ 3,100.00	\$ 3,130.00	\$ 3,160.00	\$ 3,190.00	\$ 30.00
Head Cheer (per Sport)	\$ 1,250.00	\$ 1,270.00	\$ 1,290.00	\$ 1,310.00	\$ 1,330.00	\$ 1,350.00	\$ 1,370.00	\$ 1,390.00	\$ 1,410.00	\$ 20.00
Head Cross Country	\$ 4,500.00	\$ 4,550.00	\$ 4,600.00	\$ 4,650.00	\$ 4,700.00	\$ 4,750.00	\$ 4,800.00	\$ 4,850.00	\$ 4,900.00	\$ 50.00
Asst. Cross Country	\$ 3,400.00	\$ 3,440.00	\$ 3,480.00	\$ 3,520.00	\$ 3,560.00	\$ 3,600.00	\$ 3,640.00	\$ 3,680.00	\$ 3,720.00	\$ 40.00
Head Football	\$ 4,500.00	\$ 4,550.00	\$ 4,600.00	\$ 4,650.00	\$ 4,700.00	\$ 4,750.00	\$ 4,800.00	\$ 4,850.00	\$ 4,900.00	\$ 50.00
Head Asst. Football	\$ 3,800.00	\$ 3,840.00	\$ 3,880.00	\$ 3,920.00	\$ 3,960.00	\$ 4,000.00	\$ 4,040.00	\$ 4,080.00	\$ 4,120.00	\$ 40.00
Asst. Football	\$ 3,400.00	\$ 3,440.00	\$ 3,480.00	\$ 3,520.00	\$ 3,560.00	\$ 3,600.00	\$ 3,640.00	\$ 3,680.00	\$ 3,720.00	\$ 40.00
Asst. Football (JH)	\$ 2,950.00	\$ 2,980.00	\$ 3,010.00	\$ 3,040.00	\$ 3,070.00	\$ 3,100.00	\$ 3,130.00	\$ 3,160.00	\$ 3,190.00	\$ 30.00
Head Golf	\$ 4,500.00	\$ 4,550.00	\$ 4,600.00	\$ 4,650.00	\$ 4,700.00	\$ 4,750.00	\$ 4,800.00	\$ 4,850.00	\$ 4,900.00	\$ 50.00
Asst. Golf	\$ 3,400.00	\$ 3,440.00	\$ 3,480.00	\$ 3,520.00	\$ 3,560.00	\$ 3,600.00	\$ 3,640.00	\$ 3,680.00	\$ 3,720.00	\$ 40.00
Head Track	\$ 4,500.00	\$ 4,550.00	\$ 4,600.00	\$ 4,650.00	\$ 4,700.00	\$ 4,750.00	\$ 4,800.00	\$ 4,850.00	\$ 4,900.00	\$ 50.00
Asst. Track	\$ 3,400.00	\$ 3,440.00	\$ 3,480.00	\$ 3,520.00	\$ 3,560.00	\$ 3,600.00	\$ 3,640.00	\$ 3,680.00	\$ 3,720.00	\$ 40.00
Head Volleyball	\$ 4,500.00	\$ 4,550.00	\$ 4,600.00	\$ 4,650.00	\$ 4,700.00	\$ 4,750.00	\$ 4,800.00	\$ 4,850.00	\$ 4,900.00	\$ 50.00
Asst. Volleyball	\$ 3,400.00	\$ 3,440.00	\$ 3,480.00	\$ 3,520.00	\$ 3,560.00	\$ 3,600.00	\$ 3,640.00	\$ 3,680.00	\$ 3,720.00	\$ 40.00
Jr. High Volleyball	\$ 2,950.00	\$ 2,980.00	\$ 3,010.00	\$ 3,040.00	\$ 3,070.00	\$ 3,100.00	\$ 3,130.00	\$ 3,160.00	\$ 3,190.00	\$ 30.00
Head Wrestling	\$ 4,500.00	\$ 4,550.00	\$ 4,600.00	\$ 4,650.00	\$ 4,700.00	\$ 4,750.00	\$ 4,800.00	\$ 4,850.00	\$ 4,900.00	\$ 50.00
Asst. Wrestling	\$ 3,400.00	\$ 3,440.00	\$ 3,480.00	\$ 3,520.00	\$ 3,560.00	\$ 3,600.00	\$ 3,640.00	\$ 3,680.00	\$ 3,720.00	\$ 40.00
Head Softball Coach	\$ 4,500.00	\$ 4,550.00	\$ 4,600.00	\$ 4,650.00	\$ 4,700.00	\$ 4,750.00	\$ 4,800.00	\$ 4,850.00	\$ 4,900.00	\$ 50.00
Asst. Softball Coach	\$ 3,400.00	\$ 3,440.00	\$ 3,480.00	\$ 3,520.00	\$ 3,560.00	\$ 3,600.00	\$ 3,640.00	\$ 3,680.00	\$ 3,720.00	\$ 40.00
Yearbook	\$ 2,400.00	\$ 2,430.00	\$ 2,460.00	\$ 2,490.00	\$ 2,520.00	\$ 2,550.00	\$ 2,580.00	\$ 2,610.00	\$ 2,640.00	\$ 30.00
FFA	\$ 2,400.00	\$ 2,430.00	\$ 2,460.00	\$ 2,490.00	\$ 2,520.00	\$ 2,550.00	\$ 2,580.00	\$ 2,610.00	\$ 2,640.00	\$ 30.00
Sr. High Band	\$ 4,000.00	\$ 4,030.00	\$ 4,060.00	\$ 4,090.00	\$ 4,120.00	\$ 4,150.00	\$ 4,180.00	\$ 4,210.00	\$ 4,240.00	\$ 30.00
Sr. High Vocal	\$ 2,800.00	\$ 2,830.00	\$ 2,860.00	\$ 2,890.00	\$ 2,920.00	\$ 2,950.00	\$ 2,980.00	\$ 3,010.00	\$ 3,040.00	\$ 30.00
Student Council	\$ 1,000.00	\$ 1,030.00	\$ 1,060.00	\$ 1,090.00	\$ 1,120.00	\$ 1,150.00	\$ 1,180.00	\$ 1,210.00	\$ 1,240.00	\$ 30.00
Musical (Instrumental)	\$ 1,000.00	\$ 1,030.00	\$ 1,060.00	\$ 1,090.00	\$ 1,120.00	\$ 1,150.00	\$ 1,180.00	\$ 1,210.00	\$ 1,240.00	\$ 30.00
Musical (Vocal)	\$ 1,000.00	\$ 1,030.00	\$ 1,060.00	\$ 1,090.00	\$ 1,120.00	\$ 1,150.00	\$ 1,180.00	\$ 1,210.00	\$ 1,240.00	\$ 30.00
One Act Play	\$ 1,000.00	\$ 1,030.00	\$ 1,060.00	\$ 1,090.00	\$ 1,120.00	\$ 1,150.00	\$ 1,180.00	\$ 1,210.00	\$ 1,240.00	\$ 30.00
Oral Interp (JH & HS)	\$ 2,400.00	\$ 2,430.00	\$ 2,460.00	\$ 2,490.00	\$ 2,520.00	\$ 2,550.00	\$ 2,580.00	\$ 2,610.00	\$ 2,640.00	\$ 30.00
Quiz Bowl (JH & HS)	\$ 1,800.00	\$ 1,830.00	\$ 1,860.00	\$ 1,890.00	\$ 1,920.00	\$ 1,950.00	\$ 1,980.00	\$ 2,010.00	\$ 2,040.00	\$ 30.00

***The Superintendent reserves the right to change any or all factors involved in this schedule when considering any position.

Appendix D: Sick Bank

Freeman School District 33-1

Request for Sick Leave Assistance

Name _____ Position _____ Date _____

Number of applicant's sick days prior to need _____ Number of days requesting _____

Rationale for request:

Members of Sick Bank Committee (5 Teachers)

Teacher	Date
---------	------

Teacher	Date
---------	------

Teacher	Date
---------	------

Teacher	Date
---------	------

Teacher	Date
---------	------

VOTE:

Approve _____

Reject _____

Appendix E: REQUEST FOR SETTLEMENT OF GRIEVANCE

Circle One: LEVEL ONE

LEVEL TWO

LEVEL THREE

(To be completed by aggrieved person)

Date of presentation: _____

Name of aggrieved person: _____

NATURE OF GRIEVANCE:

SETTLEMENT REQUESTED:

Signed: _____

Aggrieved person

REPLY TO LEVEL _____ GRIEVANCE

Date reply sent to aggrieved person: _____

Name of aggrieved person: _____

Date of presentation of grievance: _____

Reply with rationale:

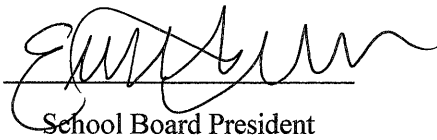
Signed _____

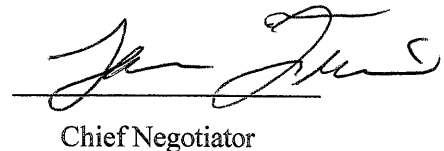
FINALITY AND EFFECT OF AGREEMENT

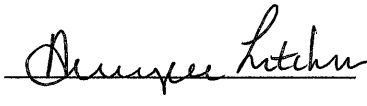
This Agreement supersedes and cancels all previous collective bargaining agreements between the Employer and the Association, unless expressly stated to the contrary herein, and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

DURATION

This agreement shall remain in full force and effect from August 1, 2024, until midnight on July 31, 2025.


School Board President

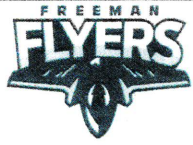

Chief Negotiator


Business Manager

NEGOTIATIONS FINAL AGREEMENT

2024-2025 SCHOOL YEAR

FREEMAN SCHOOL DISTRICT 33-1

	Freeman School District #33-1	NEPN Code: HL
	Policies and Regulations	

PRELIMINARY NEGOTIATED AGREEMENT DISPOSITION

If a tentative settlement is reached between an employee organization and the Board, the designated representatives of both parties will recommend ratification by their respective groups. If either the Board or the employee organization memberships fail to ratify the tentative agreement, negotiations will be continued for a specified period of time in an effort to work out differences locally, prior to declaring impasse and commencing conciliation or fact-finding procedures.

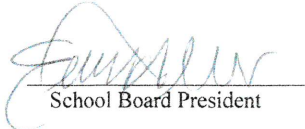
REFERENCES:

- SDCL 3-18-7 Tentative settlement

The following negotiation items for the 2024-2025 contract year have been agreed upon:

- Full-time certified teachers will receive a 4.25% salary increase for the 2024-2025 contract year.
- Part-time teachers will receive an increase that is prorated to their percentage of employment.
- The base salary will be raised to \$46,000.00 for first year teachers.
- Each employee enrolled in the Freeman insurance plan will receive a 0% increase in insurance cost for the 2024-2025 contract year.
- The following is an addendum to the previously negotiated agreement for sub pay of teachers that give up their planning/preparation time to substitute for another certified teacher:
 - K-6 certified teachers will receive \$25.00 per class period that they give up their planning/preparation time to substitute for another certified teacher.

The signatures below certify these agreed upon terms.


School Board President


Lead Negotiator


Business Manager