

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July **2024** by and between **LEAD-DEADWOOD SCHOOL DISTRICT NO.40-1**, hereinafter called “**District**” and the **LEAD-DEADWOOD EDUCATION ASSOCIATION**, hereinafter called “**L-DEA**”. This Agreement supersedes all other agreements by the parties hereto, be they oral, written or otherwise.

WITNESSETH:

WHEREAS L-DEA is the official bargaining representative of the certified personnel of the District, and

WHEREAS the District and L-DEA did negotiate concerning contracts involving certified personnel for the **2024-2025** school year, and

WHEREAS, L-DEA and the District have arrived at an agreement and both parties desire to have said agreement expressed in writing,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

TEACHING CONTRACT AND SALARY

1. Specific teacher contracts have been issued to teacher personnel planning to be employed by the District under this Agreement; said contracts are herein incorporated by reference as though set out in full.

2. Salaries

A. Returning Teachers: Teachers returning for the **2024-2025** school year who were employed by the District for the **2023-2024** school year shall receive their **2023-2024** salary (excluding extra duty and other compensation) increased by **6.0%**. Currently employed teachers whose salary would be at or below the new base, with the **6.0%** increase, will be placed at a salary of **\$51,500** for the **2024-2025** school year. If a returning teacher under this subsection A earns a master's degree, Specialist Degree, or Doctorate Degree (called “Advanced Degree”) during 2022-2023, the teacher shall receive additional salary of Three Thousand Dollars (\$3,000.00) gross in the school year following the school year in which the Advanced Degree is conferred (i.e., in **2025-2026**), which will be carried forward as part of salary for future years.

B. Part Time Teachers: The annual salary for part time teachers will be based on the percentage of a standard teaching assignment. For purposes of this section, a “part time” teacher holds a teaching contract for less than a standard assignment and excludes long-term substitutes.

C. New Hire Teachers: New hires will be allowed to bring in not more than eighteen (18) undergraduate hours for placement on Attachment A. Additional hours will be allowed for new hires if the hours are graduate level hours. For new hire placement purposes on Attachment A, the number of hours used to earn the MA degree minus thirty-two (32) will be added to any other hours that may be used for placement this number of hours will then be used for placement in the MA+ area of Attachment A. Except for the BA Base and MA Base on Attachments A, the lanes and steps are initial placement guidelines only. District Administration will identify a new hire who is determined to be difficult to fill or is offered an initial salary above or below the guideline on the School Board Agenda with an asterisk beside the teacher's name. Teachers hired with five or more years of teaching experience or in “hard to fill areas,” may per

administrator discretion, be placed at a salary not on the hiring guide that is similar to an existing teacher in the district with similar years of experience and education.

D. For the purpose of new hire placement on Attachment A, or for teachers earning a master's degree, transcripts showing approved hours must be received by the Superintendent by the last Friday in September.

E. All teachers will sign acceptance of their salary schedule placement upon signing their final contract.

F. All other language remains unchanged unless both L-DEA and the Board of Education agree to change.

G. Extra-duty staff will receive one (1) year of experience added to the contracts. See attached Extra Duty Pay Schedule for specific levels and salaries. (Attachment C)

H. The New Hire Salary Schedule 2024-2025 Attachment A.

I. A teacher hired after the beginning of the teaching year, but otherwise completing the contract, will be deemed to have one year of service for purposes of this Agreement if the teacher works 100 contract days or more.

J. National Board Certification: Any teacher who achieves National Board Certification shall receive a stipend of One Thousand Dollars (\$1,000.00) each year for years six through ten.

LEAVE OF ABSENCE

3. Personal Leave. Each teacher shall have two (2) days of personal leave during the school term. If a teacher does not use the two (2) days of personal leave for the current school term. Unused personal days are to be rolled over to sick days. The maximum accumulated personal leave shall be five (5) days. Total personal leave (accumulated and annual personal leave) will not exceed seven (7) days. A teacher will request personal leave at least three (3) days prior to planned use. In the case of an emergency with less than three (3) days for notice, leave is subject to supervisor's approval.

A. No reason need be given for personal leave for the days mentioned above.

B. There will be no deductions from a teacher's compensation for the leave mentioned above.

C. The Superintendent may grant up to five (5) additional days for personal leave. The request for additional personal leave shall be initiated with the Building Principal. Any additional personal leave days granted shall be without pay.

D. No personal leave will be granted during the first and last week of the school year, the first week of the second semester, during inservice days, or the day before or after a regular vacation or holiday, without the prior written permission of the teacher's Building Principal.

E. A teacher may elect to be paid at the certified substitute rate for any unused personal days or discretionary days for the current school year, up to a maximum of five. The payout will be added to the last payroll of the current contract.

4. Critics, Judges, Referees or Consultants. Teachers will be allowed to serve as critics, judges, referees or consultants in other school districts during the regular school year at the discretion of the Superintendent. Any remuneration will be kept by the teacher.

5. Jury and Witness Duty. A teacher who is called to serve on jury duty or who is subpoenaed as a witness in a trial when such teacher is not a party in such trial will be granted such time and be reimbursed under the following conditions.

A. Full pay will be given to the teacher with all reimbursement received from such duty to be returned to the district.

B. Reimbursement for mileage, room and other expenses will not be deducted from the teacher's pay.

C. Teachers will report for work when not actually serving as a juror or witness, or when jury service will permit them, or witness service will permit them, to work at least half of their normal workday.

6. Governmental Leave. Teachers will be allowed to keep all salaries and expense payments paid to such teacher while serving on the State Legislature or on governmental committees provided that the District is reimbursed for any and all expenses incurred by the District because of the teacher's absence, including but not limited to cost of a substitute to fill such position created by the absence. The teacher shall reimburse the District monthly during the regular Legislative Session, and immediately following the attendance of any special Legislative Session. Reimbursement shall be made following any governmental committee meeting.

7. Educational or Long-Term Leave. An educational or long-term leave of absence may be granted by the school district. Such educational or long-term leave shall be without pay and without any of the benefits given to teachers except that group health insurance benefits provided by the District may be extended to the teacher on leave, with the teacher paying the total cost thereof. It shall be the responsibility of the teacher on leave to notify the Superintendent by March 1st during the term of the leave that he or she desires to return the following fall. If a teacher fails to notify the Superintendent by March 1st, it shall be deemed a voluntary quit by such teacher.

Upon return from the educational or long-term leave of absence, teachers will receive previously accumulated leaves but not those that would have been accumulated while on leave. All other contract benefits in accordance with the current contract negotiated agreement shall be reinstated when the person accepts a position for which he or she is certified and qualified. A teacher shall be returned to the position to which he or she was assigned prior to such leave or to a position where he/she is certified and qualified to teach.

A teacher, in order to qualify for Educational or Long-Term Leave, must have been a full-time teacher with the Lead-Deadwood School District for six (6) consecutive years.

8. SDEA Leave. A total of ten (10) days professional leave per year is allowed to the Lead-Deadwood Educational Association. The L-DEA president will notify the Superintendent's Office of those teachers using any of the ten (10) days. If any of these days conflict with scheduled Parent/Teacher Conferences, it then is agreed that the teacher/teachers involved will schedule conferences either before or after the leave of absence.

9. Sick Leave

A. Annual Sick Leave

Teachers shall have twelve (12) days of annual sick leave. Three (3) of these days will be discretionary days which can be used either as personal leave or as annual sick

leave as determined by the employee. Two (2) additional discretionary days may be granted with the superintendent's approval if said employee did not exhaust all sick leave the previous year and the reason for using these days must be given. Any unused sick leave shall be accumulated to a maximum of sixty (60) days.

Annual sick leave may be used for illness or doctor's appointments of the teacher or the teacher's immediate family or that requires either the teacher's care for an immediate family member or requires other direct teacher involvement to assist an immediate family member. The immediate family should include spouse, children or parents and relationships to the second degree of an employee or spouse. It shall also include any other person who is a regular member of the teacher's immediate household and who is dependent for support in whole on such teacher. Sick leave may not be used for non-treatment scheduled appointments of married children or relationships to the second degree of an employee.

A maximum of five (5) days of the annual sick leave days may be used for funeral leave (accumulated sick leave days may be used only after annual sick leave has been exhausted). An additional ten (10) days of annual sick leave may be used for bereavement if there is a death of the employee's spouse, children, parents or siblings (accumulated sick leave maybe used only after annual sick leave days have been exhausted).

B. Sick Leave Bank

There is hereby created a Sick Leave Bank. An employee wishing to become a member in, or continue as a member in, the Sick Leave Bank must enroll before the start of every school year or upon being hired; if hired after the school year begins. A participating member must contribute two (2) days to the Sick Leave Bank the year after the Sick Leave's balance is less than three thousand (3000) days. A new member will be on a three (3) consecutive year probationary period. During the probationary period, the member must use no more than twenty (20) days from the Sick Bank annually. No Sick Bank days can be used until all Annual Sick Leave and Accumulated Sick Leave have been used and a physician has submitted a certificate verifying a participating employee member illness or the illness of a participating employee member's immediate family member (as defined in Section 9 A) that requires either the employee's care of an immediate family member or requires other direct employee involvement to assist an immediate family member. All Sick Bank requests will be submitted to a Sick Bank Committee made up of one representative from each of the following: L-DEA, L-DCEA, a confidential employee, and an administrator, that will convene as needed to approve or deny all Sick Bank requests. After the three (3) years of probation a maximum of one hundred twenty (120) days may be used in any one school year from the Sick Leave Bank. In no event shall total Sick Leave days and Sick Leave Bank days used by a member exceed one hundred eighty (180) days in any one school year. An employee who has used one hundred twenty (120) days of Sick Leave Bank in one school year will only be eligible for twenty (20) Sick Leave Bank days in each of the two (2) succeeding years. The third (3rd) year after using all Annual Sick Leave and Accumulated Sick Leave the employee will again be eligible for one hundred (120) Sick Leave Banks days. A member who has used over five (5) days of Sick Leave Banks days will be required to contribute annually two (2) days of their Annual Sick Leave days to repay the bank for days used for a maximum of five (5) days.

Any employee may elect upon termination of their employment to deposit into the Sick Bank part or all their unused sick leave for which they have not been reimbursed.

10. Sick Leave Reimbursement Plan. When a teacher accumulates sixty (60) days of sick leave prior to the beginning of the school year, he/she will be eligible for a sick leave reimbursement plan. The program will be administered as follows:

A. The teacher must be a member of the Sick Leave Bank.

B. The teacher will be compensated at ½ of the certified substitute rate for each unused annual sick leave day (a maximum of twelve [12] days) at the end of the 2024-2025 school year.

C. This will be paid by June 30th.

11. Maternity Leave. The District shall grant requests for maternity leave without pay. However, a classified person requesting maternity or paternity leave may use annual and accumulated personal leave during such leave. The district shall grant maternity or paternity leave and will allow the employee to use up to 20 days of the sick bank as long as the individual is a member of the sick bank, and only after all other leave is exhausted. The beginning and termination dates of such leave shall be determined by the District based upon information submitted by the teacher, the teacher's doctor and the District. The District may, at its option and sole cost, require the teacher or teacher's spouse to submit to an examination by another doctor.

In the event of the adoption of a child, a teacher shall be granted leave commensurate with reasonable need as determined by the teacher, building principal, adoption agency and superintendent.

12. Military Leave.

A. Employees of the School District who qualify as members of a "reserve component" to include the National and Air National Guard will be granted military leave of absence from their employment in accordance with the following established policy. Certified employees who are required to serve in a military capacity during the school year will be allowed up to ten (10) days of military leave in anyone (1) year. The Superintendent, or designee, may extend the number of days that may be allowed for military leave.

B. Military leave shall be leave without pay unless the employee elects to use available personal leave time. However, whenever the daily compensation rate for military service is less than the daily compensation for certified duties within the District for up to the first ten (10) days of military leave, the District will pay the difference to the certified employee. The daily rate of pay while on military leave is to be requested by employees from the Commander of their Reserve or National Guard units, in writing, to be directed to the Superintendent of Schools or his/her designee. Time in excess of ten (10) days must be charged to personal leave time or leave without pay, at the election of the employee.

C. Military leave may not be accumulated.

D. Temporary or part-time employees are not entitled to military leave.

E. A record of military leave taken will be maintained on the regular annual and sick leave account of each certified employee.

F. No personal leave or other leaves shall accrue during military leave.

G. Employees of the School District who are called to active duty in the military service will be considered for reinstatement under the terms of USERRA with unused benefits.

1. An employee may be continued on the payroll if the employee takes paid personal leave after the date of reporting for active duty.

2. The School District is required to carry as a credit any unused sick leave and personal leave due at time of call to active duty. If reinstated upon return from military service, such unused sick leave and unused personal leave shall also be reinstated.

TEACHING DAY

13. The normal school day, exclusive of time necessarily required to perform co-curricular assignments shall be from 8:00 a.m.-3:45 p.m. for middle school & high school, and 7:45 a.m.-3:30 p.m. for elementary, including a duty-free lunch period not less than 25 minutes. Any teacher requested by their supervisor to monitor a student lunch period may elect to receive lunch free of charge. The actual period of time assigned the employee for such student contact and non-duty contact time shall be made by the building principal or other appropriate supervisor and shall be adjusted as fairly as possible to meet the needs of the department, division or level

(elementary, middle school or senior high) to which the teacher has been assigned. There will be a minimum average of 30 minutes per day duty-free planning time provided to each employee to be used for lesson planning, organization, and meetings with parents and staff. The individual employee and principal may mutually agree to other arrangements.

14. Any teacher may leave his or her assigned building prior to the close of the teaching day with the building principal's or his/her designee's permission. A teacher who leaves his or her assigned building prior to the close of such teacher's teaching day without the permission of the building principal or his/her designee shall be docked one-third (1/3) of his or her day's pay.

PARENT/TEACHER CONFERENCES

15. There will be Parent/Teacher Conferences during the school year. Dates for these conferences are set in the calendar.

LONGEVITY BENEFIT

16. A. Any teacher who was hired by the District for a teaching contract up to and including the 2015-16 school year, but not any teacher hired thereafter, and who has been employed by the District for at least ten (10) consecutive years immediately prior to electing to resign from employment shall be entitled to receive a longevity benefit of Ten Thousand Dollars (\$10,000.00). Alternatively, for each year past the tenth (10th) consecutive year and up to and including the Twentieth (20th) consecutive year, any teacher electing to resign from employment shall be entitled to an additional One Thousand Dollars (\$1,000.00) per year, to a maximum of Twenty Thousand Dollars (\$20,000.00). Work time beyond the twentieth (20th) consecutive year shall not increase the longevity benefit. In no event shall any individual be entitled to receive a longevity benefit from the District provided by this Agreement or any successor Agreement more than once. No teacher shall be eligible for the longevity benefit unless, during the school year in which resignation is elected, the teacher has actually received regular monthly salary from the District, including nine (9) month payment plans. Leaves of Absences provided for in this Agreement shall not interfere with the TEACHER'S consecutive employment status.

B. The cash benefit shall be deposited into a South Dakota Retirement System Special Pay Plan account at the time of the last pay period if the employee qualifies. However, an employee not qualifying for the Special Pay Plan may instead elect to have the benefit paid to another retirement account approved by the District for payroll tax compliance purposes if qualified to accept the benefit (examples may include the S.D.R.S. Supplemental Retirement Plan or the District's 403(b) Plan), or to take the cash benefit subject to required payroll withholdings in his/her last paycheck, by giving written notice of this election to the Business Office by not later than April 15th of the year in which resignation shall occur. The employee is responsible for his or her personal tax issues resulting from this election.

C. In order to qualify for a longevity benefit hereunder, the teacher shall notify the Superintendent in writing of the teacher's intention to resign from employment not later than April 1st of the year in which such resignation shall occur.

D. In the event a teacher entitled to a benefit hereunder shall die while all or part of such benefit remains unpaid, such unpaid benefit or part thereof shall be paid in accordance with paragraph 15B of this contract to the beneficiary designated in writing by the teacher on a form prescribed by the business official of the District. In the event no beneficiary designation has been made, the unpaid benefit shall be paid to the estate of the deceased teacher. This provision does not apply to funds deposited in the S.D.R.S. Special Pay Plan or other qualified retirement account that has a separate beneficiary designation program.

E. If a change of insurance carriers should occur, early retirement participants shall be included in the group insurance package which the district is offering up for bids if the District's provider allows for that provision. If so allowed, they shall be considered as regular participants of the group being covered and will pay the regular premium being paid by all other participants.

RETENTION INCENTIVE

17. In an effort to retain certified staff, the District shall provide a retention incentive. Beginning with the 2024-2025 school year, each certified staff member who completes five (5) years of service will receive a \$500 cash bonus, at the end of ten (10) years of service, they will receive \$1,000, at fifteen (15) years of service, they will receive \$1,500 and for twenty (20) years of service, they will receive \$2,000. The maximum benefit would be \$2,000. For example, if a teacher completes 25 years of service, they will receive the \$2,000.

CONTRACT YEAR

18. The contract year shall be one hundred seventy-seven (177) days. An L-DEA member will be on the committee that recommends the calendar.

PROFESSIONAL DEVELOPMENT FUND

19. The District, in support of ongoing professional development for certified staff, shall provide on an annual basis funds for various types of professional growth at the individual's level and/or through district-wide effort.

The amount of funds established herein for the use of certified staff-initiated professional development, when added together with monies left at the end of the school year that are retained in the fund, will total \$19,500 on July 1 of any year.

The funds shall be distributed upon approval of the appropriate administrator and the Professional Development Committee of the Curriculum and School Improvement Council (CSIC) as reflected in Board policy. An annual financial summary will be provided to L-DEA. The Board will not delete, revise or create policies that would affect the distribution of these funds during the duration of this negotiated agreement.

CO-CURRICULAR

20. Activities with students outside of the regular school day will be on a voluntary basis unless qualified volunteers can be found within or without the district's teaching staff. If no volunteer can be found, the activity or activities may be assigned by the district to a qualified person then employed by the district as a teacher. The district agrees to use its best effort to find a volunteer but reserves the specific right to assignment of such duty if the need arises.

Compensation for each activity shall be as set forth in the current Activities Schedule. If anyone requested to serve in an activity refuses to serve for the compensation then offered, the district may subsequently raise the compensation above that which was offered and re-offer the activity to all prior persons offered such activity in the order in which they were offered said activity. If it is necessary to hire people outside of the teaching staff, it is agreed that the district shall not pay

any person outside of the teaching staff more compensation than that which was offered within the teaching staff for each individual activity.

Season Activity: This supplemental pay shall be added to the teacher's first regular paycheck after the activity is concluded and has School Board approval.

Year Long Activities: This supplemental pay shall be added to the teacher's salary and shall be paid in the teacher's regular paycheck each pay period if the teacher so elects by October 1 in any year. If the teacher fails to elect or so chooses, they will receive payment in their last paycheck in May.

If an activity or season is cancelled before it has begun, due to reasons out of control of the district or lack of student participation, the district will not pay the salary for the activity. If the activity or season has begun and is at least half completed at the point of cancellation—defined as being from the first practice to the halfway point of the projected regular season—the coach or advisor will receive full pay for the season. If the activity or season is cancelled before it is half over, the salary will be pro-rated to match the truncated length of the season. If the activity does not start on the projected start date, but begins at some point at a later time, the salary will be prorated based on how much time the activity takes place.

A coach or advisor will be deemed to have one year of additional service for purposes of an experience step advancement in the Negotiated Agreement if the coach or advisor works at least half of the contract days, defined as being from the first practice to the halfway point of the projected regular season. All calendar days will be counted from the first day of practice until the last day of the activity, including weekends and holidays.

INSURANCE

21. The District on the behalf of a full-time employee covered under the group health coverage will provide the following:

A. **Seven Hundred Ninety-Three Dollars (\$793.00)** for **2024-2025** maximum single health and major medical benefits of Base Plan qualified full time employees, and the employee will contribute the difference.

B. **One Thousand Three Hundred Forty-Two Dollars (\$1,342.00)** for **2024-2025** maximum employee + 1 health and major medical benefits of Base Plan qualified full time employees, and the employee will contribute the difference.

C. **One Thousand Six Hundred Seventy-Six Dollars (\$1,676.00)** for **2024-2025** maximum of the cost of a family health and major medical insurance Base Plan of qualified full-time employees and the employee will contribute the difference.

D. **One Thousand Two Hundred Sixteen Dollars (\$1,216.00)** for **2024-2025** maximum of the cost of employee and dependents health and major medical insurance Base Plan of qualified full-time employees and the employee will contribute the difference.

E. Ten Thousand Dollars (\$10,000.00) term life insurance with accidental death and dismemberment coverage as long as there is a rider on the group health plan.

F. **Fifty-Four and 60/100 Dollars (\$54.60)** for **2024-2025** maximum for single dental insurance to full-time employees.

G. **Ninety-Eight and 62/100 Dollars (\$98.62)** for **2024-2025** maximum of the cost for a family dental.

H. The District will attempt to set up a vision insurance program for employees with voluntary participation and for which the employee will pay the entire premium.

I. That in the case of full-time married employees, both working full time for the District, one hundred percent (100%) of the family health and major medical insurance premium and family dental insurance premium will be provided to the married employees by the school district.

J. Prescription drug available at \$8.00/ prescription generic; \$35.00/ prescription preferred brand; \$55.00/ prescription non-preferred brand; \$55.00/ prescription select non-preferred brand; \$85.00/ prescription specialty drugs.

K. The Group Fringe Benefit Option Plan will provide, as long as available, that any qualified employee may elect to change from the option program as provided for herein into the health and major medical insurance provided for under the plan without evidence of acceptability if such employee loses (involuntarily) his/her coverage under another health and major insurance coverage for any of the following reasons:

1. Spouse has medical coverage terminated.
2. Death of spouse; or
3. Divorce or marriage.

Any teacher employed by the District, who retires from that employment on or after his/her fifty-fifth (55th) birthday, but before his/her federal retirement age, may continue to participate in the district's group health insurance program until federal retirement age if the District's provider allows for that provision. Such former teacher who participates in the district's group health insurance program shall pay one hundred percent (100%) of the premium cost of his/her participation. The premium cost shall be paid by each former teacher participant at such times and in such manner as required by the business office of the district.

In no event shall the provisions of this proposal extend a former teacher's eligibility for participation in the group beyond the date which would have ended such participation had the teacher not retired early. If a teacher maintained dependent coverage at the time of early retirement, such coverage at the time of early retirement, such coverage may be continued hereunder.

GRIEVANCE PROCEDURE

22. Definition. The work "grievance" as used in this Agreement shall mean a complaint by a teacher, group of teachers, or the L-DEA, based upon an alleged violation, misinterpretation, or inequitable application of the existing agreements, contracts, policies, rules or regulations of the District.

A. Immediate Supervisor. Whenever any teacher or group of teachers have a grievance, he/she or they shall meet on an informal basis with the immediate supervisor of the teachers, within thirty (30) days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The immediate supervisor shall set a meeting date as soon as possible, but in any event no later than seven (7) days after the grievance has been filed. Within seven (7) days after the meeting, the immediate supervisor shall serve a written decision and the reasons therefore upon the party or parties involved and the L-DEA.

B. Superintendent of Schools. If the grievance is not resolved by the immediate supervisor, the L-DEA may refer the grievance to the Superintendent or the Superintendent's official designee within seven (7) days of the immediate supervisor's written disposition of the grievance. The Superintendent shall arrange with the L-DEA representatives for a meeting to take place as soon as possible, but no later than five (5) days of filing of the grievance. Within five (5) days of the meeting, the L-DEA shall be provided with the Superintendent's written response including the reasons for the decision.

C. School Board. Within seven (7) days after receipt of the above disposition, the L-DEA may, if the grievance remains unresolved, appeal to the school board. The board shall hold a formal hearing at one of its next two regularly scheduled meetings and serve a written disposition of the matter on the party or parties within ten (10) days after the hearing.

D. Division of Labor and Management Relations. The L-DEA may within thirty (30) days, if the grievance remains unresolved after the board meeting, appeal in writing on forms prescribed by the Division and the Division shall conduct a formal hearing and issue a binding order covering the points raised.

E. Time Limits. If the teacher fails to appeal within the time limits established, the grievance shall be considered void. If the District fails to respond within the time limits, the grievance shall automatically be moved to the next step.

F. Class Grievance. Class grievance involving one or more teachers or one or more supervisors and grievance involving an administrator above the building level may be initially filed by the L-DEA as provided in this Article.

G. Association Participation – Teacher Represented. The Board acknowledges the right of the L-DEA's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the L-DEA's representative is not present.

H. Association Participation – Teacher Not Represented. When a teacher is not represented by the L-DEA, the L-DEA shall reserve the right to have its representative present to state its views at any stage of the grievance procedure and shall receive copies of the decision.

I. No Reprisals Clause. No reprisals shall be taken by the Board or the administration against any teacher because of the teacher's participation in a grievance.

J. Release Time. Should the investigation or processing of any grievance require that a teacher or an L-DEA representative be released from their regular assignment, the teacher or L-DEA representative shall be released without loss of pay or benefits.

K. Filing of Materials. All records related to a grievance shall be filed separately from the personnel files of the teachers.

L. Grievance Withdrawal. A grievance may be withdrawn at any level without establishing a precedent.

M. Days Defined. "Days" as used in this Article shall mean working days.

N. Waiver of Steps. In the event the requested remedy is beyond the power of the immediate supervisor to grant, the grievance may be filed initially with the superintendent as provided in this Article. If the superintendent does not have the power to grant the requested remedy, the grievance may be filed initially with the Board as provided in this Article.

MISCELLANEOUS

23. Payday. Paydays shall be on the sixteenth (16th) and thirtieth (30th) day of each month. If either of these dates fall on a Saturday or Sunday, then the preceding teaching day shall be the payday.

Employees who put in vouchered time will receive the pay in their next regular paycheck after the time it is submitted to the business office and has School Board approval.

If an employee is going to be absent on payday, and if the checks are ready, that employee may pick up his/her check one workday early, but if he/she is going to be absent longer than one working day, other arrangements will have to be made.

Teachers shall be paid in eighteen (18) equal semi-monthly installments unless the teacher elects to receive their pay in twenty (20) or twenty-four (24) semi-monthly payments by filing a "Notice of Election for Annualized Salary" form for each school year, with the business office before the teacher's services for the school year begin. The Business Office will make this form available to teachers at the beginning of each school year.

24. Job Vacancies.

a) The District will provide all certified teaching vacancies to the L-DEA president for him/her to post in the teacher's lounges between September 1 through June 1 and continuously in the principal's office. Any state certified and qualified staff member has an equal opportunity to apply for any such vacancy. Vacancies shall be filled on the basis of skill, ability, certification, qualification and performance as applicable to a teaching vacancy. The building principal will provide input into the selection process.

b) A member of the teaching staff may be involved in the interview process with no pay and provided:

1. The teacher must be present for all interviews.
2. Selection of staff member to be agreed upon by the Principal conducting the interview.
3. The superintendent will recommend to the Board of Education the candidate for the job.

25. Assignments. An "assignment" is the position, duties, and tasks to which an employee is assigned by the District. Assignments are an inherent managerial responsibility of the District. If an assignment meets the definition of a "transfer," then section 25 shall apply to the assignment. All employees shall be given written notice of their tentative assignment at the time they are issued individual employment contracts for the new school term. In the event changes in such tentative assignments are proposed, the teachers affected shall be notified promptly and consulted. In no event shall changes in teacher's assignments be made later than seventy-five (75) days preceding the commencement of the school year unless an unforeseen situation occurs. In the event of such situation, the L-DEA shall be notified, and the teacher shall be allowed to resign or retire without penalty and with any benefits, or Longevity Benefit to which they may have been entitled, if such change is not acceptable to the teacher. The teacher must notify the Board of Education within ten (10) working days of their decision to avoid penalty.

26. Transfers. A "transfer" is defined as a change in the current assignment that requires any of the following: (A) a move to a school building that is different from the current assignment; (B) a State endorsement that is different from the State endorsement needed for the current assignment; or (C) a change in instructional level(s) from the current assignment. "Instructional levels" are K-5, 6-8, and 9-12. If an employee's current assignment includes

working in more than one school building, a “transfer” also means a change in the number of buildings to be worked in. If an employee’s current assignment includes working in more than one instructional level, a “transfer” also means a change in the number of instructional levels to be worked in. Transfers may be made by the superintendent. No employee will be involuntarily transferred to a position for which they are not qualified.

The purpose for transfers is to:

- 1) Provide the best quality education for students and improve morale for individual teachers.
- 2) To meet the economic, educational or affirmative action needs of the District.

If the Superintendent and a Principal determine a need for a transfer the faculty shall be informed of the need. The Principal(s) shall communicate a request for volunteers for the transfer to all staff. There shall be five (5) working days in which teachers may decide if they wish to request the transfer. Voluntary transfer requests shall be considered prior to the involuntary transfer of any teacher.

If no qualified or certified teacher applies in the five (5) working day period, then the Principal shall compile a list of certified and qualified candidates for the position. The Principal and Superintendent shall determine a candidate for transfer from the list based on the best qualifications. The candidate will be notified, in writing, of the Principal’s and Superintendent’s decision. The candidate will be given a hearing with the Superintendent, Principal and an L-DEA representative (if so desired by the candidate) to have the justification of the transfer and be given the opportunity to agree to the transfer or offer argument against the transfer.

If it is determined by the Superintendent and a Principal through the evaluation process and observation an involuntary transfer is necessary, the candidate for the transfer will: 1.) be notified of the intention of and reasons for the transfer in writing. 2.) be given a hearing with the Superintendent, Principal and an L-DEA representative (if so desired by the candidate) where the reasons for the transfer will be explained and the candidate may agree to the transfer or offer rebuttal against the transfer. No involuntary transfer shall be arbitrary, capricious or without cause.

For any involuntary transfer initiated after individual contracts have been issued, the teacher will be allowed to resign or retire without penalty and with any benefits, early retirement benefits and/or severance to which they may have been entitled. The teacher must notify the Board of Education within ten (10) working days, after the final hearing, of their decision to avoid penalty.

27. Mileage. Teachers who are required to drive their own automobiles in the performance of their assigned duties will be reimbursed at the current district rate per mile for all miles traveled within the District, except miles traveled within the same community, and except for those miles traveled in the District which, from their first assignment in the morning, causes the teacher to travel closer to the teacher’s home.

28. Present Policies. L-DEA will be given notice of the Board’s intent to amend or delete a present policy prior to the first reading of the amended or deleted policy. The L-DEA and all teachers may appear before the Board of Education at the time such amendment or deletion is made to offer input.

29. Reduction in Staff. It is within the sole discretion of the Board of Education to reduce the education program, curriculum and staff. In order to promote an orderly reduction of teaching personnel the following procedures shall be followed:

A. This policy shall only apply to the reduction of staff when it includes those persons certified by the Superintendent of Elementary and Secondary Education as classroom teachers, and other education specialists employed in the school system (i.e., “staff”), but shall exclude persons who are carrying out administrative duties.

B. Staff with emergency and/or temporary certification shall be released first in the inverse order of their employment by the school district.

C. In the event that more staff must be released, the release will be on the basis of skill, ability, performance and seniority as determined through the evaluation process. If a deficiency is noted in the evaluation process, the staff person must be notified of such deficiency. If no deficiency is noted on such evaluation(s) then the release will be on the basis of seniority, provided that no staff person shall be placed in a staff position in which they are not certified and endorsed.

D. The School District shall maintain a list of certified staff including date of employment. The staff members shall have the right to review the list. Employees may present corrected information on a seniority list to the business office.

E. Seniority shall be determined solely by the number of years of continuous professional service rendered by a staff member within the school district, including authorized leaves. Seniority of individuals hired at the same school board meeting shall be determined by lot.

F. Notice of intent of release under the conditions of this policy shall be given by April 15.

G. Staff shall be recalled in inverse order of release for positions opening for which they are certified in accordance with the above procedure. Recall privileges cease when the staff member either voluntarily resigns or upon being recalled, fails to report within fifteen (15) days of notification to the staff member's last known address.

H. Each staff member released under the provisions of this policy who has been employed by the school district at least three (3) full teaching years, shall have his or her name placed on a recall list and the recall list shall be maintained by the Board of Education for a period not to exceed two (2) years. Thereafter, a staff member who has been released and not recalled within two (2) shall lose his or her right to recall.

I. New staff members will not be employed until all staff members eligible to be recalled under the above paragraphs have been given an opportunity for recall.

J. A certified staff member, if authorized by the insurance contract, may remain in the group health and dental plan while on the recall list by paying one hundred percent (100%) of the premium in such manner as the District may require.

30. Fitness. Teachers may use available school facilities as long as student activity and use always takes priority. The use of these facilities must coincide with an agenda of time as determined and approved by the building principal.

31. Management Rights. It is expressly understood and agreed that all functions, rights, powers of authority of the administration of the School District and the Board of Directors which are not limited by the express language of this Agreement are retained by the board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this agreement.

This Article shall not be construed to prohibit such disciplinary actions or termination proceedings of a teacher by the board that are authorized by decisions and South Dakota Statutes, which now or hereafter exist.

32. Pay Benefits. The District will pay any benefits based upon an employee working thirty (30) or more hours per week. The exception would be payment of State Retirement which requires twenty (20) or more hours.

33. Copy of Contract. The District will provide copies of the negotiated agreement equal to the number of employed teachers.

34. Board Policy. The District will make available a board policy manual in each school library and to the L-DEA president.

35. Vouchered Teacher Time. The District will pay \$25.00/hour for general supervision, professional development, committee participation and IEP meetings or similar times, and \$35.39/hour for instructional activities and curriculum writing for the 2023-2024 school year for time before and after regular school hours. The building administrator will decide what activity is eligible for which pay.

A.TAT's, IEP's, Team Leaders, Curriculum Work—must be approved by the building principal and superintendent before work begins.

36. Extended Contract. Upon mutual agreement, a teacher's contract may be extended at a prorated amount based upon that teacher's contracted salary. The extended time may be before or after the school year. If the parties agree to duties in lieu of planning time, the salary will be prorated based upon the school day. The extended contract will be separate from the regular contract.

37. Legal Changes. Should any article, section or item of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or item shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, section or items shall remain in full force and effect.

38. Notification of Intent of Nonrenewal. Notification of teachers under a continuing contract status for intent of nonrenewal will be April 15 of that school year.

39. 403(b) Plan. The Board of Education and L-DEA will confer on future changes in the plan administrator or plan services through the District Insurance Committee.

40. Evaluations. At least one L-DEA member will be on the committee that recommends changes to the District's teacher performance evaluation Policy No. 9, with the School Board having final authority on approving Policy changes.

41. Term of Agreement. This agreement will be effective July 1, 2024 and terminate June 30, 2025 notwithstanding the date of execution and all terms and provisions except as otherwise provided for herein shall remain in force and effect and not the proper items for subjects of renegotiation during the term of this agreement except as provided for herein

IN WITNESS WHEREOF, the parties have hereunto set their signatures the day and date first above written.

LEAD-DEADWOOD SCHOOL DISTRICT NO. 40-1

By: _____
School Board President

Date: _____

ATTEST:

By: _____
Business Manager

Date: _____

LEAD-DEADWOOD EDUCATION ASSOCIATION

By: _____
LDEA President

Date: _____

H. The New Hire Salary Guide 2024-2025 Attachment A.

STEP	BA	MA	MA 24
Base	\$51,000	\$54,000	\$55,500
Step 2	\$51,500	\$54,500	\$56,000
Step 3	\$52,000	\$55,000	\$56,500
Step 4	\$52,500	\$55,500	\$57,000
Teachers hired with 5 or more years of experience may, per administrator discretion, be placed at a salary off the hiring guide that is similar to an existing teacher in the district with similar years of experience and education.			

[illegible]

LEAD-DEADWOOD HIGH SCHOOL/MIDDLE SCHOOL
Extra-Duty Pay Schedule – 2024-2025
Attachment C

See the attached Schedule C -1 for **2024-2025** Pay Schedule--When a coach/advisor reaches the position marked (*), the extra-duty step is to be 4% of the individual's coaching salary from that point on.

All Groups may bring in up to ten (10) years of experience.

Positions:

Group 10

Head Football
Head Basketball
Head Track
Head Wrestling
Head Volleyball
Head Golf
Head Cross Country
Debate, Oral Interp, Extemp Speech
Dance Coach
School Store Supervisor

Group 9

Assistant Basketball
Assistant Wrestling
Drama
Instrumental Music
Assistant Football
Assistant Volleyball
Assistant Track (3 positions)
Assistant Cross Country Coach
Assistant HS Dance Coach
TeamMates Advisor

Group 8

Head JV Football
Head 9th Grade Football
Drama Assistant
Head 9th Grade Volleyball
Head 9th Grade Basketball
Assistant Debate Coach
High School Basketball Cheerleading Advisor

Group 7

Assistant JV Football
Assistant 9th Grade Football
Assistant HS Basketball Cheerleading Advisor
Stage Band
Student Council (High School and Middle School and Elementary School)
Knowledge Bowl (Senior High)
Head Middle School Football
Head Middle School Basketball
Head Middle School Wrestling
Head Middle School Volleyball
Head Middle School Track
Knowledge Bowl (Middle School)

Group 6

Vocal Music (Middle-High School)
Assistant Middle School Football
Assistant Middle School Track (3 Positions)
Assistant Middle School Volleyball
Assistant Middle School Wrestling
Assistant Middle School Basketball
Goldenlode (Yearbook)
Musical (on years when offered)
Middle School Music
Webmaster
Robotics Advisor
E-Sports Advisor

Group 5

National Honor Society
Intramural Advisor

Group 4

Nugget (School Newspaper)

Group 3

High School Football Cheerleading Advisor
High School Wrestling Cheerleading Advisor
Musical Vocal (on years when offered)

Group 2

Prom Advisor
Head Middle School Drill Team
Club Advisor – FBLA
Club Advisor – Ski
Club Advisor – Astronomy
Club Advisor – Art
Teacher Mentors
Key Club Advisor
Assistant HS Football Cheerleading
Builder's Club Advisor
Middle School Yearbook Advisor
Archery Club Advisor