

**Agreement Between
Sioux Falls School District 49-5 and
Sioux Falls Education Assistants' Association
July 1, 2023 - June 30, 2025**

TABLE OF CONTENTS

		<u>Page</u>
Article 1	- Recognition	1
Article 2	- Definitions	1
Article 3	- Negotiations Procedures	2
Article 4	- Management Rights	2
Article 5	- Employee Union/Organization Rights	3
	5.01 – Use of District Facilities/Equipment	3
	5.02 – Union/Organizational Leave	3
	5.03 – Non-Discrimination	3
	5.04 – Posting of notices	4
	5.05 – Seniority list	4
Article 6	- Grievance Procedures	4
Article 7	- Salary	6
Article 8	- Other Conditions of Employment	8
	8.01 – Work Day	8
	8.02 – Inclement Weather Procedures	9
	8.03 – Natural or Pandemic Disasters	9
Article 9	- Group Insurance	10
	9.07 – 9 Month/10 Month Insurance Premiums	11
	9.08 – Early Retirement	11
Article 10	- Leaves	12
	10.01 – Leave to Hold Public Office	12
	10.02 – Family/Medical Leave	12
	10.03 – Long Term Health Leave	12
	10.04 – Adoptive Parent Leave	13
	10.05 – Wellness Leave	13
	10.06 – Paid Personal Leave	14
	10.07 – Unpaid Leave	14
	10.08 – Court and Jury Leave	15
	10.09 – Family Illness Leave	15
	10.10 – Bereavement Leave	16
	10.11 – Sick Leave	16
	10.12 – Personal Sick Leave Assistance	17
	10.13 – Military Leave	18
	10.14 – Incentive Stipend	19
Article 11	- Evaluation	19
Article 12	- Discipline	20
Article 13	- Worker's Compensation	21
Article 14	- Miscellaneous Provisions	22
Article 15	- No-Strike Provision	22
Article 16	- Survival of Recognition and No-Strike Provision	23
Article 17	- Retirement Plan	23
Article 18	- Holidays	23
Article 19	- Voluntary and Involuntary Transfers	24
Article 20	- Reduction in Force	25
Article 21	- Association Credit Plan and Dues Deduction	26
Article 22	- Severability	27
Article 23	- Agreement, Duration, and Signatures	28

Appendix "A"	Salary Schedule	29
Appendix "B"	Job Levels	30
Appendix "C"	Unit Reduction Position Classification	31
Appendix "D"	Educational Assistant Differential Pay	32
Appendix "E"	Salary Adjustment Examples	33

Agreement Between
Sioux Falls School District 49-5 and
Sioux Falls Education Assistants' Association
July 1, 2018 - June 30, 2023

ARTICLE 1. RECOGNITION

The Sioux Falls School District 49-5 (hereinafter "District") pursuant to SDCL Chapter 3-18 recognizes the Sioux Falls Education Assistants Association (hereinafter "Employee Union/Organization"), as the sole and exclusive formal representative with respect to rates of pay, wages, hours of employment, and other conditions of employment for the following defined unit:

Those Education Assistants regularly employed by the District working 20 or more hours per week on the average in positions which are staffed at least four (4) months during the School Fiscal Year, primarily involved in the performance of the work of an education assistant. In no event shall the Unit include supervisory employees of the District.

ARTICLE 2. DEFINITIONS

- 2.01 Terms used in this Agreement shall be defined as follows:
- 2.02 Employee - a person employed by the District in a position in the Unit;
- 2.03 District - Sioux Falls School District 49-5;
- 2.04 Employee Union/Organization - the union/organization recognized by the District in the recognition clause of this Agreement;
- 2.05 Day - a calendar day;
- 2.06 Comparable Position - a position at the same level with the same or substantially similar duties;
- 2.07 School Year - the approximate nine-month period beginning with the first day of student attendance, and ending with the last day of student attendance;
- 2.08 School Fiscal Year - the period from July 1, through the next June 30;
- 2.09 Board - the School Board of Sioux Falls School District 49-5;
- 2.10 Superintendent - the Superintendent of the District;
- 2.11 Immediate Supervisor - the person responsible for daily supervision of employee performance, administering discipline, and/or evaluation;

- 2.12 Unit - the Employee positions described in the recognition clause of this Agreement;
- 2.13 Seniority - the date of employment for the current term of employment in the Unit. Authorized leaves shall not constitute a break in seniority.
- 2.14 Receipt - the date of confirmed hand delivery or USPS confirmed delivery date.
- 2.15 Agreement – this contract between the Sioux Falls School District and the Sioux Falls Education Assistants’ Association.

ARTICLE 3. NEGOTIATIONS PROCEDURES

Both the Board and the Employee Union/Organization agree that each will participate in good faith negotiations in accordance with South Dakota law. In addition, the Board and Employee Union/Organization agree as follows:

- 3.01 No more than six persons from each side may be present during negotiations, unless advance written notice is given of the intention to include a larger number, which notice shall specify the larger number.
- 3.02 Each tentative Agreement reached between the representatives at the negotiating table shall be reduced to writing and shall be initialed by a representative of each party.
- 3.03 In the event negotiations have failed to reach a settlement, either the Board or the Employee Union/Organization may invoke the mediation and fact-finding procedures made available through the Division of Labor and Management of the South Dakota Department of Labor and Regulation.
- 3.04 The final Agreement, as adopted by the Board and ratified by the Employee Union/Organization, shall be posted on the District’s website. One signed original hard copy shall be provided to the Employee Union/Organization.

ARTICLE 4. MANAGEMENT RIGHTS

4.01 Statement

Nothing in this Agreement shall diminish any power, right or prerogative possessed by the Board or its administrative staff except where the District’s power, right or prerogative is legally and specifically limited by this Agreement.

4.02 Specific Management Prerogatives

The management rights of the District include but are not limited to the following:

- 4.02.01 To utilize personnel, methods, and means in the most appropriate and efficient manner possible.

- 4.02.02 To manage and direct the employees of the District.
- 4.02.03 To hire, promote, transfer, assign, retain or retire employees in accordance with law and this Agreement.
- 4.02.04 To establish reasonable work rules.
- 4.02.05 To suspend, demote, discharge or take other appropriate disciplinary action in accordance with law and this Agreement.
- 4.02.06 To determine the size and composition of the work force and to add or delete positions as deemed appropriate or necessary by the District.

ARTICLE 5. EMPLOYEE UNION/ORGANIZATION RIGHTS

5.01 Use of District Facilities/Equipment

The Employee Union/Organization shall have the right to use District facilities and equipment, including typewriters, computers, other duplication equipment, calculating machines and all types of audio-visual equipment, when such equipment is not otherwise in use. Employee Union/Organization use of such facilities and equipment will be permitted provided that:

- 5.01.01 Request is made and use arranged for in advance with the Superintendent or Designee.
- 5.01.02 The use is strictly to service the legitimate business of the Employee Union/Organization, such as duplication of records, notices, correspondence; must not interfere with the operation of the District; and shall not occur during actual working hours.
- 5.01.03 Supplies and expense, in connection with such use, will be furnished or paid for by the Employee Union/Organization.

5.02 Union/Organization Leave

The Employee Union/Organization shall be allowed the equivalent of an average work week of a member of the Employee Union/Organization for hours of paid leave for Employee Union/Organization business. Such leave shall be approved by the Superintendent upon notification from the President. In the event it is necessary for the District to employ a substitute, the Employee Union/Organization shall pay to the District one-half of the absent employee's wages.

5.03 Non-discrimination

The District agrees that it shall not discriminate against any employee because of his/her membership in the Association or collective negotiations with the District. The rights granted in this Agreement are in addition to those provided by the state or federal statutes and Constitutions.

5.04 Posting of notices

The Association shall have the rights to post notices of its activities and matters of Association concern in the break area and/or work room.

5.05 Seniority List

The District shall provide to the Association President, or Designee, an updated seniority list, employee roster, and payroll data by November 1, and, upon request, February 15, of each year.

ARTICLE 6. GRIEVANCE PROCEDURE

6.01 The purpose of the Grievance Procedure is to provide a just and equitable method for resolution of grievances without discrimination, coercion, restraint or reprisal against any employee who may submit or be involved in a grievance. Grievance means a complaint by an employee based upon an alleged violation, misinterpretation, or inequitable application of the Agreement (hereinafter the infraction).

6.02 The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through informal communications. If, however, the informal process fails to resolve the matter, a Grievance may be processed as follows:

6.02.01 Level I. The Employee shall file and sign a formal written Grievance within thirty (30) days of the alleged infraction, or within thirty (30) days of when the earliest alleged infraction was discovered, or through reasonable diligence the earliest infraction should have been discovered. The Employee or the Employee Union/Organization shall present the signed Grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the written Grievance. The grievant, and if he/she chooses a designated representative from the Employee Union/Organization, which includes any state or national affiliated representative, and the immediately involved supervisor, and if he/she chooses a designated representative, shall be present for the meeting. Within ten (10) days of the meeting, the grievant shall be provided with the supervisor's written response, including the reasons for the decision.

6.02.02 Level II. If the Grievance is not resolved at Level I, then the grievant may refer the formal written Grievance to the Superintendent or Designee within ten (10) days of the receipt of the Level I response. The Superintendent or Designee shall arrange with the grievant for a meeting to take place within ten (10) days of the Superintendent or Designee's receipt of the written Grievance. The grievant shall have

the right to include in its representation such witnesses and, up to three (3) representatives from the Employee Union/Organization as it deems necessary. The Superintendent or Designee shall have the right to include witnesses and up to three (3) representatives.

- 6.02.03 Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response, including the reason for the decision.
- 6.02.04 Level III. If the Grievance is not resolved at Level II, then the grievant may refer the formal written Grievance to the Board within ten (10) days of the receipt of the Level II response by filing a written appeal at the District's Instructional Planning Center for a meeting with the Board. The Board shall arrange with the grievant for a meeting to take place within fourteen (14) days of the Board's receipt of the appeal. The grievant shall have the right to include in its representation such witnesses and up to three (3) representatives from the Employee Union/Organization as it deems necessary. The Superintendent shall have the right to include witnesses and up to three representatives. Within ten (10) days of the meeting, the grievant shall be provided with the Board's written response including the reasons for the decision.
- 6.02.05 Level IV. If the grievant is not satisfied with the disposition of the Grievance at Level III or if no written decision has been rendered within ten (10) days after the meeting at Level III, the Employee Union/Organization/grievant may submit the formal written Grievance to the South Dakota Department of Labor and Regulation. If such appeal is not filed within thirty (30) days of the date of the receipt of the Level III response, then the Grievance shall be deemed withdrawn.
- 6.02.06 Grievance deadlines can be extended if done so by mutual agreement. Requests to extend deadlines will not be unreasonably denied. Failure to meet deadlines will constitute forfeiture of the Grievance.
- 6.03 Bypass to Board - If the grievant and the Superintendent agree in writing, Level I and Level II of the Grievance procedure may be bypassed.
- 6.04 Bypass to South Dakota Department of Labor and Regulation- If the Superintendent, the Board and the Employee Union/Organization/grievant agree in writing, a Grievance may be submitted directly to the Department of Labor and Regulation.
- 6.05 Class Grievance - Class Grievances involving more than one employee may be initially filed in writing at the appropriate level by the Employee Union/Organization. The Grievance shall include a list of the individual grievants, or a description of the class sufficient to identify the individuals.

- 6.06 Employee Union/Organization Participation - Employee Represented - The Board acknowledges the right of an Employee Union/Organization representative to participate at the request of the grievant at any level.
- 6.07 Employee Union/Organization Participation - Employee Not Represented - When an employee is not represented by the Employee Union/Organization, the Employee Union/Organization shall be afforded the right provided by SDCL 3-18-3 with regard to the adjustment of the Grievance.
- 6.08 Board - Administration Cooperation - The Board and the administration shall cooperate with the grievant in the investigation of any Grievance.
- 6.09 No Reprisals Clause - No reprisals shall be taken by the Board or the administration against an employee due to participation in a Grievance.
- 6.10 Released Time - When a hearing is held during working hours, neither the grievant nor any necessary witness shall be penalized by loss of pay. Such absence shall be reported as Court and Jury Leave.
- 6.11 Filing of Materials - All records related to a Grievance shall be filed separately from the personnel files of the grievant.
- 6.12 Grievance Withdrawal - A Grievance may be withdrawn at any level without establishing precedent.

ARTICLE 7. SALARY

- 7.01 Each Employee shall be paid per hour in accordance with the uniform salary schedule attached hereto as Appendix "A", at the job level as determined by Appendix "B".
- 7.02 An Employee who moves from one job level to a higher job level within the Unit shall move vertically to the same step on the higher level as that held on the lower job level.
- 7.03 An Employee who voluntarily moves from one job level to a lower job level within the Unit shall be placed at the same step position on that level as held at the former level.
- 7.04 An Employee involuntarily moved from one job level to a lower job level within the Unit shall be paid at the step on the new level providing the smallest decrease in salary. If the employee is subsequently awarded a higher job level, the new step will be determined by the step achieved at the highest prior level, plus any additional years of service worked.
- 7.05 An Employee who moves from one Unit to another Unit shall be placed on the step

that is closest to but greater than their current salary.

- 7.06 All employees hired prior to July 1 will move one step on the new salary schedule, provided they are not on the last step.
- 7.07 Pay will be processed as determined by the Finance Department.
- 7.08 Each newly hired Employee shall be placed in the first step of the appropriate level.
- 7.09 Overtime rates for more than forty hours per week excluding all leaves and holidays in compliance with Fair Labor Standards Act FLSA shall be at one and one-half (1 ½) times the employee's hourly rate. In lieu of overtime pay, the Employee and management may agree to provide compensatory time at one and one-half (1 ½) hours compensatory time for each hour of overtime. An employee may accumulate up to a maximum of 48 hours of compensatory time.
- 7.10 A pay differential of \$2.00 per hour shall be paid to either an existing education assistant or substitute education assistant who works in one of the positions listed in Appendix D for each assignment lasting five or more consecutive full days.
- 7.11 The salary increase for the first year (FY19) of this five-year Agreement is 1.98% applied to each step (rounded to the nearest penny) of the classified salary schedule. For FY19, the cost of step advancement on the schedule will be covered by the District (the total salary enhancement will be approximately 2.76%).

In years 2 through 5, the salary adjustment will be the "Salary Change" calculated as follows:

- 7.11.01 "Allocation" is the Target Teacher Salary as defined in SDCL Chapter 13-13. The Allocation also includes any funds appropriated by the State outside the formula for school district general fund purposes that are distributed on a per pupil basis. However, any funds appropriated by the State to schools on a per student basis – either in or outside the formula – that contain stipulations that adversely affect the amount of discretionary dollars available to the District are not considered part of the Allocation. For the FY20 salary change calculation, the \$966,150 received by the District as one-time money on a per pupil basis shall be included in the FY19 base.
- 7.11.02 The Salary Change in years two (2) through five (5) of this Agreement is the percent change in the new Allocation (i.e. the fiscal year for which the salaries are being adjusted) compared to the previous year Allocation subject to the conditions below.
- 7.11.03 If during the term of this Agreement, the Target Teacher Ratio, Target Teacher Benefits, or the Overhead Rate -- other than the adjustment for other funds --contained in SDCL 13-13 are changed, the Allocation will be adjusted accordingly (e.g. an increase in the Target Teacher

Benefits that increases Local Need as defined in SDCL 13-13 by 1% per pupil will increase the Allocation by 1%).

- 7.11.04 If during the term of this Agreement there is a change in the State funding formula for education other than contemplated above, the District and the Employee Union/Organization will meet to determine the effect on the salary portion of this Agreement.
- 7.11.05 If the Allocation increase is between 1.5% and 2%, the Salary Change is 2%. If the Allocation increase is above 3.5% but at or below 4%, the Salary Change is 3.5%. If the Allocation increase is below 1.5% or above 4%, the District and the Employee Union/Organization will split the difference. See Appendix D for specific examples.
- 7.12 In years 2 through 5 of this Agreement, the cost of steps is applied first and the remaining dollars will be put on the schedule.
- 7.13 However, if the District provides additional salary enhancement of at least 0.75 percent and increases the salary schedule by at least 0.75 percent for Teachers, the District will also provide a salary enhancement of at least 0.75 percent and increase the salary schedule by at least 0.75 percent for Educational Assistants.
- 7.14 Each year, during the term of this Agreement, the Board may, at its sole discretion, provide additional salary enhancement (see paragraph 7.13). For FY23 salary determination as compared to FY18 (the Base Year), if the Board has provided additional salary enhancement averaging at least 0.75 percent per year and has increased the salary schedule by an average of at least 0.75 percent per year the Salary Portion of this Agreement will be extended through June 30, 2028. If the Board failed to meet the specified conditions above for FY23 but had met them as of salary determination for FY22, the Salary Portion of the Agreement will be extended through June 30, 2027. If the Board failed to meet the specified conditions above for FY22 and FY23 but had met them as of salary determination for FY21, the Salary Portion of the Agreement will be extended through June 30, 2026. If the Board failed to meet the specified conditions above for FY21-FY22 but had met them as of salary determination for FY20, the Salary portion of this Agreement will be extended through June 20, 2025.

ARTICLE 8. OTHER CONDITIONS OF EMPLOYMENT

8.01 Work Day

- 8.01.01 An employee's schedule, including breaks, shall be scheduled individually with the employee's Immediate Supervisor.
- 8.01.02 A lunch break shall be provided by using one of the following options:
 - 8.01.02.01 One hour unpaid duty free.

- 8.01.02.02 Thirty minutes unpaid duty free.
- 8.01.02.03 Thirty minutes paid, on-site and on-call.
- 8.01.03 An Employee working less than six (6) hours per day shall be offered by the District one fifteen-minute paid break. An Employee working six (6) or more hours per day shall be offered by the District two fifteen-minute paid breaks.

8.02 Inclement Weather Procedures

- 8.02.01 Schools Closed - Offices Open
 - 8.02.01.01 Nine or ten month hourly employees shall not report to work. The work day will be made up at the time the school day is made up.
- 8.02.02 Schools Closed - Offices Closed
 - 8.02.02.01 No nine (9) and ten (10) month employee shall report to work.
- 8.02.03 Schools Closed After Day Has Begun
 - 8.02.03.01 Nine (9) and ten (10) month employees not required by their supervisor to remain on duty shall be paid for their full day if the day is not to be made up; otherwise they shall be paid for time worked. If less than two hours are worked, two hours are guaranteed.
- 8.02.04 Schools Closed After Day Has Begun – Offices Closed
 - 8.02.04.01 No employees remain at work. Nine (9) and ten (10) month employees shall be paid for their full day if the day is not to be made up; otherwise they shall be paid for time worked. If less than two hours are worked, two hours are guaranteed. All other employees shall be paid for hours worked and/or vacation is used, personal day is used or time is made up. Any employee required by the Superintendent or Designee to remain at work shall be paid for hours worked at one and one-half (1 ½) times the employee rate.
 - 8.02.04.02 Those employees who work shifts after schools and offices are not to report to work and shall be paid only if time is made up or a personal day is used.
- 8.02.05 Time to be made up is to be arranged by the Immediate Supervisor.

8.03 Natural or Pandemic Disasters

In the event the District is closed due to a natural or pandemic disaster and an Employee is asked by the Superintendent or Designee to report to work to complete an assigned task, the Employee has the option of agreeing to report to work to

complete the assigned task. In the event the Employee chooses to report to work to complete the assigned task, the following will apply:

1. Work assignments completed on-site by the Employee will be paid Disaster Duty Pay. Disaster Duty Pay shall be the Employee's hourly wage rate multiplied by two (2).
2. Work assignments completed at an Emergency Operations Command Center located at a District site will be paid Hazardous Duty Pay. Hazardous Duty Pay shall be at the Employee's hourly wage multiplied by four (4).

These duty pay rates shall replace all other pay rates in effect at the time of District closing for actual hours worked by the Employee.

8.04 On-staff Substitute Teaching

When necessary to ensure the safety or security of children, a principal may request that an Education Assistant serve as an on-staff substitute teacher. The Education Assistant has the option to decline this role. Administrators have sole discretion on staffing decisions, including requests for Education Assistants serving as on-staff substitute teachers. The Education Assistant shall be compensated \$25 for on-staff substitute teacher work for 1-3 hours, in addition to their regular EA pay. Time served as on on- staff substitute teacher for more than three hours is paid at \$50 per day, in addition to their regular EA pay.

ARTICLE 9. GROUP INSURANCE

- 9.01 In lieu of each employee group negotiating with regard to insurance benefits, a committee composed of one (1) representative of each recognized Employee Union/Organization, one (1) member of the Board and two (2) non-voting financial advisors appointed by the administration shall constitute the District Insurance Committee. The District Insurance Committee shall periodically review the insurance available to District employees and may make recommendations regarding the insurance program to the Board. However, the District will increase its share of the health insurance premium up to 5% per year, not to exceed on average 81% or the previous year's percent, whichever is less, of total premium for a 1.0 FTE. The allocation of the District's share of the premium for single, employee plus one, and family may differ from the 81% based on the recommendation of the Insurance Committee as long as the District's share remains 81% in total.
- 9.02 In the event the Board rejects the committee's recommendations, each employee group may negotiate with regard to the insurance program.
- 9.03 The costs of participation are posted in each work site whenever a change occurs. Benefit and other information regarding the District's insurance program including the level of full Board participation shall be published by the District in an Insurance Booklet available to each participating employee.

9.04 The District's share in the cost of group insurance shall be prorated as follows:

Hours Worked Per Week	Portion of Board Percentage of Contribution	Hours Worked Per Week	Portion of Board Percentage of Contribution
20-21	50	32-33	80
22-23	55	34-35	85
24-25	60	36-37	90
26-27	65	38-39	95
28-29	70	40	100
30-31	75		

For example, if the Employee works 26 or 27 hours per week, the Board shall pay .65 (sixty-five hundredths) of the Board contribution of the total premium.

9.05 The above schedule shall be used to determine staffing full time equivalents as well as benefit full time equivalents for Employees working less than full time (40 hours per week).

9.06 The Employee shall have deducted from his or her pay that amount of the premium not paid by the Board. The Board shall share in the cost of the Employee's medical, dental, and basic life insurance coverage during all twelve (12) months of the year.

9.07 Nine-month and Ten-month Insurance Premiums

9.07.01 Each nine-month and ten-month Employee who participates in District group insurance plans is responsible for the payment of the Employee's part of the insurance premiums during the summer months. That cost of summer participation will be deducted in as nearly equal installments as may be possible during the months of employment.

9.07.02 The amounts deducted shall be escrowed and shall be used by the District to pay the cost of insurance premiums, as appropriate.

9.07.03 In the event an Employee leaves the employment of the District, an appropriate refund of escrowed funds shall be made.

9.08 Early Retirement: Any employee who selects early retirement from employment on or after his or her 55th birthday and has been employed by the District for at least ten (10) consecutive years or who is younger than 55 years but whose age and years of consecutive employment with the District total 85 and is currently enrolled in the Medical or Basic Life Program at the time of selection of retirement may continue to participate in the District's medical and basic life insurance programs. If the Employee maintained dependent coverage at the time of early retirement, such coverage may continue hereunder. The retiree agrees to pay one hundred–two percent (102%) of the full monthly premium rate in such time and manner as required by the Finance Department of the District. Retiree's coverage will terminate on his/her 65th birthday. Dependent coverage will terminate on the earlier of age 65 or the date the retiree is no longer eligible for group coverage. If the retiree or dependent is eligible under another group plan, the benefit will no longer apply. If medical or basic life coverage is terminated, later application for enrollment shall not occur.

9.09 If upon retirement, the Employee meets the retirement conditions set forth in paragraph 9.08 (except the requirement to be enrolled in the Medical or Basic Life program), the Employee gives three (3) months' notice, and the Employee has at least 160 sick days (including accumulated and earned current days), then the employee shall receive 10% of the Employee's remaining accumulated and earned current sick leave.

ARTICLE 10. LEAVES

For purposes of this Article, all leave shall be deducted in no less than 15 minute increments. The leave grant allocation per employee is calculated as the employee's FTE multiplied by eight (8) times the total days available for each leave.

10.01 Leave to Hold Public Office

10.01.01 An employee elected or appointed to a public office may apply in writing for leave without pay to serve in the office. The grant or denial of such a leave request, and the duration of the leave, shall rest in the sole discretion of the Board.

10.01.02 If the requested leave is granted, the employee shall return to employment at the conclusion of the leave, with no loss of accrued benefits and Comparable Position.

10.01.03 The employee may participate in District group insurance during the leave, but shall make arrangements to pay the full cost thereof satisfactory to the Finance Department.

10.02 Family/Medical Leave

See District Policy GCCAC/GCCAC-R

10.03 Long Term Health Leave

10.03.01 Any employee whose personal illness extends beyond the period compensated under sick leave or twelve (12) weeks of leave under the Family Medical Leave Act, if applicable (whichever is greater) shall be granted a leave of absence without pay for a period not to exceed one year inclusive of all paid and unpaid leave.

10.03.02 Upon return from leave which would be covered under paid sick leave or twelve (12) weeks of leave under FMLA, if applicable, whichever is greater, the employee shall, at the employee's request, be assigned to the same position. If the employee is absent beyond the paid sick leave period or FMLA, if applicable, but returns to work within the specified time according to this Article, he/she shall be returned to the next Comparable Position that is open. The employee shall return at the same step and level on the salary schedule which he/she occupied when his/her absence commenced. However, if a new School Fiscal Year begins when the employee is on leave, a step change will be granted if appropriate under this Agreement.

10.03.03 The District may require a certificate of physical and/or mental health before return to employment after a leave of absence. If the District requires a second opinion, the District will absorb the cost of that second opinion from a provider of its choice.

10.03.04 An employee granted a leave of absence under this Article may during the period of such leave elect to remain a participant in the District's insurance programs. If the employee at the time of the beginning of such leave had dependent coverage, that may be continued as well. In either event, from the beginning of such unpaid leave or the expiration of FMLA, if applicable, whichever is greater, the employee shall be responsible for the entire premium or premiums, and shall advance such sums for the payment of such premium or premiums to the District Finance Department by such date and in such a form as may from time to time be required by the District Finance Department. The election provided by this paragraph shall not permit coverage or coverages involved to extend beyond the end of the leave involved, except in those instances when the employee returns to District employment.

10.04 Adoptive Parent Leave

10.04.01 Fifteen (15) days' leave with pay will be granted to an employee who adopts a child. Such leave shall be deducted from current, then accumulated sick leave and shall consist of fifteen (15) consecutive work days, one of which shall be the day that the family takes custody of the child unless extenuating circumstances are approved by the Senior Director of Human Resources or Designee.

10.05 Wellness Leave

10.05.01 Wellness leave of one day may be applied for and taken if all eligibility requirements are met. This leave shall be available to all persons who were employed by the District the entire preceding School Fiscal Year and who took no sick leave, family illness leave or long term health leave during that preceding year. The use of bereavement leave and/or personal days should not disqualify an employee for this leave. Taking the leave itself shall not disqualify an employee from taking it the next year. Wellness leave may not be taken during the first or last week of school. The leave will not be cumulative.

10.05.02 An employee earning a wellness day may elect to receive a payment per diem (FTE times eight (8) times hourly rate) in lieu of taking the day as leave. If an employee has earned a wellness day during the year which culminates in retirement from the District, the employee is entitled to this per diem payment.

10.06 Paid Personal Leave

10.06.01 Each employee will be granted two (2) days of personal leave per year. In the first year of employment, employees hired after December 31 of the fiscal year shall receive one (1) personal day. Personal leave is subject to conditions as follows:

10.06.01.01 Deducted from current sick leave; not cumulative. Employees who have completed their 10th year of service and beyond, the first personal day may be used with full compensation, the second to be taken from the current year's sick leave.

10.06.01.02 No personal leave will be granted during the following periods: The two (2) weeks immediately prior to the first day of student attendance, the first two (2) weeks of student attendance, the last week of student attendance and the first week following the last day of student attendance. Any exception to this restriction must be approved by both the Immediate Supervisor and the Senior Director of Human Resources or Designee.

10.06.02 No more than seven (7) percent (rounded to the nearest whole) of the education assistants in a building may use personal leave days on a given day when students are in attendance unless approved in accordance with this Article.

10.06.03 Personal days must be used during the fiscal year granted and do not carry over to a new fiscal year.

10.06.04 An Employee who do not use his/her personal day(s) will receive a payment per diem (FTE times eight (8) times hourly rate) in lieu of

taking his/her personal days. Payment will be made in June of the current year.

10.07 Unpaid Leave

10.07.01 Employees will lose a day's pay for each day of absence granted after all available paid leave has been exhausted. This leave is limited to documented emergency purposes or extenuating circumstances as approved in advance by the Senior Director of Human Resources or Designee. The day's pay is to be based on the individual's daily rate of pay.

10.07.02 All requests for unpaid leave are at the discretion of the Senior Director of Human Resources or Designee and the required emergency documentation must be submitted within five (5) days of taking such leave.

10.08 Court and Jury Leave

10.08.01 No employee shall be paid any fees for giving testimony or evidence in any court or administrative proceeding or action on behalf of the District, provided, however, that whenever such person is required to testify and give evidence on behalf of the District in a place other than the employee's official residence, the employee shall be paid actual and necessary expenses, including mileage at the same rate that is in effect as the District.

10.08.02 When an employee is summoned to serve on a jury the employee shall be entitled to receive regular pay from the District while so absent and without loss of any credits. The employee shall not be entitled to expenses from the District, and shall pay to the District any fee paid to the employee for service as a juror but not more than the employee's gross pay for the period of absence. The employee may retain any mileage allowance or subsistence allowance paid in connection with jury service. The amount owed by such an employee to the District may at the option of the District be withheld from the employee's pay.

10.08.03 Any Employee summoned or subpoenaed either as a juror or a witness shall notify his or her Immediate Supervisor, sufficiently in advance of such required absence so as to permit reasonable arrangements to be made.

10.08.04 If an employee is a party to a court or administrative action (other than a grievance pursuant to Article 6), resulting in absence, the employee shall lose a day's pay for each day of absence or a prorated part thereof.

10.09 Family Illness Leave

10.09.01 Each employee may have a maximum of ten (10) days leave each

School Fiscal Year due to the illnesses or injuries of members of the employee's immediate family, as that term is defined in Bereavement Leave. The District may, at the discretion of the employee's supervisor, request verification that the illness requires the presence of the employee. Each day of such leave taken shall be deducted from the employee's current then accumulative sick leave.

10.09.02 In extraordinary circumstances of family illness, the Board may approve payment of salary during the absence of an employee, subject to the deduction of sick leave and such District expenses as may be appropriate, such approval based on the recommendation of the Superintendent and the President of the Employee Union/Organization. Such situations shall be periodically reviewed in no less than a forty-five day period following the onset of the illness.

The District shall not deduct for that period of time more than the employee's gross pay, less Federal withholding, social security, and group health, life and dental insurance deductions. The employee shall be entitled to return to his/her same position on return from this leave.

10.10 Bereavement Leave

10.10.01 Immediate Family

Leave of not more than five (5) consecutive days shall be allowed as reasonably necessary in each case of death in the Employee's immediate family, unless non-consecutive days are needed to attend the funeral or other services. Immediate family shall be defined as: parent, parent-in-law, step-parent, brother, step-brother, sister, step-sister, child, step-child, spouse, son-in law, daughter-in-law, grandchild, brother-in-law, sister-in-law, grandparents, grandparents-in-law, or other members of the employee's household. Days shall be deducted from current then accumulated sick leave.

10.10.02 Others

Leave of not more than one (1) day shall be allowed as reasonably necessary to attend the funeral of others close to the Employee. The day missed shall be deducted from the Employee's current sick leave.

10.10.03 Extraordinary Circumstances

In extraordinary circumstances involving the death of an immediate family member as defined in this article, the Board may approve an extended bereavement leave, without pay. The Employee shall be responsible for paying to the Finance Department on request the full cost of group insurance during such period. Such approval will be based on the recommendation of the Superintendent and the President of the Employee Union/Organization. Such situations shall be reviewed periodically at approximately forty-five calendar day intervals, or such shorter period as the Board may determine to be appropriate.

The Employee shall retain his or her assignment under this policy.

10.11 Sick Leave

10.11.01

Each Employee shall be entitled to receive one and one-fourth (1 1/4) days of sick leave for each month the Employee is employed by the District. Sick leave shall be administered as follows:

10.11.02

On the Employee's first day of work in each new School Fiscal Year, the Employee will be credited with the number of current sick leave days equal to the number of full months, or major fraction thereof, that the Employee can reasonably be expected to be employed by the District during the current School Fiscal Year.

10.11.03

Such sick leave, current then accumulated, shall then be available to the employee to be used on days the employee is scheduled to work and is unable to report to work due to illness, injury or disability.

10.11.04

If at the end of the School Fiscal Year an employee has current sick leave which the employee has not used, such sick leave days shall be added to the employee's accumulative sick leave, if the employee continues in District employment. Such accumulation of sick leave days shall not exceed one hundred seventy-six (176) days, in addition to the annual allotment.

10.11.05

After three (3) consecutive days of sick leave use, proof in the form of a physician's statement of illness, injury or disability for use of sick leave is required prior to return to work. In the event the Immediate Supervisor suspects misuse of sick leave, the District reserves the right to require proof in the form of a physician's statement of illness, injury, or disability at any time. If the District requires a second opinion, the District will absorb the cost of that second opinion from a provider of its choice.

10.11.06

Should an employee leave the District for any reason, used but unearned sick leave will be recovered from the final paycheck.

10.11.07

Nine or ten month employees working during the summer months in a like position will receive, for every forty (40) hour segment scheduled to work, two (2) hours non-accumulative sick leave, to be used for personal illness or injury.

10.11.08

An Employee seeking sick leave compensation for personal illness, other than pre-scheduled medical appointments, may not engage in outside employment, or self-employment, during the day(s) he/she is requesting sick leave benefits.

10.12 Personal Sick Leave Assistance

10.12.01 Each District employee eligible for personal sick leave benefits (excluding workers' compensation) may elect to participate in the District-wide Sick Leave Assistance Plan established by this Article.

10.12.02 Each participant who has used all of the employee's personal sick leave (current and accumulated) may petition the District-wide Sick Leave Assistance Committee for sick leave assistance. However, such leave may not be granted until the employee has utilized consecutive full days of either paid or unpaid sick leave or combination thereof in an amount equal to 200% of their annual sick leave allocation. Extraordinary medical circumstances may be appealed to the Superintendent.

10.12.03 The maximum number of sick leave days which the District-wide Sick Leave Assistance Committee may provide to a participant is thirty (30) days annually.

10.12.04 Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. However, each participant who has received assistance from the District-wide Sick Leave Assistance Plan must contribute not less than one (1) day of the employee's unused sick leave entitlement to the Sick Leave Assistance Plan on a form provided by the Human Resources Department.

10.12.05 The District-wide Sick Leave Assistance Committee shall be composed of one representative from each of the employee groups participating in the plan, to be selected by the respective employee groups.

10.12.06 The committee shall establish guidelines to govern its decision-making process regarding the grant or denial of request for sick leave assistance. These guidelines are specified on the application form provided by the Human Resources. These guidelines provide a process of insuring that sick leave assistance is made available only to those applicants who demonstrate a need for such assistance.

10.12.07 The application for additional sick leave shall be submitted to the Human Resources Department on a form provided to the buildings by the Human Resources Department. The Human Resources Department will review the application and make a decision based upon the guidelines established by the Committee. In the case of a recommended denial, the Human Resources Department will review the recommendation with the Committee. A copy of the Committee's decision shall be forwarded to the employee, the building administrator, the department director, and the appropriate employee organization.

10.12.08 The Human Resources Department shall annually make a written

report to the Superintendent and the committee regarding the operation of the plan during the preceding year.

10.13 Military Leave

10.13.01 Employees of the District who qualify under the Uniform Employment and Reemployment Rights Act (USERRA) shall receive all leave, benefits and protections afforded by that Act.

10.13.02 Employees who qualify for leave under USERRA for a period not to exceed fifteen (15) working days in any calendar year, shall receive from the District the difference between their daily rate of pay with the District and their daily rate of pay received while on military duty. The Employee shall provide written documentation of the daily military rate from their military commander to the Senior Director of Human Resources or Designee.

10.13.03 Time off in excess of fifteen (15) days per calendar year must be charged to vacation time or will be processed as leave without pay.

10.13.04 Employees requesting military leave will provide notice and documentation to the District as required by USERRA. The documentation shall be provided to the Senior Director of Human Resources or Designee.

10.13.05 A record of military leave taken will be maintained by the District.

10.14 Incentive Stipend

At the end of the Employee's work calendar, if the Employee has a remaining eight (8) days of current sick leave (accounting for all leaves that may be deducted from current sick leave) and the Employee has not used any unpaid leave, then the Employee shall receive an Incentive Stipend in the amount of \$150.00. Payment will be made in June of the current year.

ARTICLE 11.

EVALUATION

11.01 Initial Evaluation Period.

11.01.01 During the initial evaluation period (the first 90 work days of employment) employees will be evaluated on the following schedule:

- The first evaluation will occur during the first 30 work days;
- A second evaluation will occur after the first 30 work days but before the 60th work day;
- If deficiencies exist after the 60th work day, a third evaluation may occur after the 60th work day and before the 90th work day.

11.01.02 For 9 and 10 month employees, if an employee is in the initial evaluation period at the end of the school year, this initial evaluation

period will resume beginning the first day of the next school year. Work days between school years will not be used to calculate the initial evaluation period.

- 11.01.03 Further, the initial evaluation period may be extended by 30 work days at the discretion of the supervisor and subject to approval of the Senior Director of Human Resources. If the initial evaluation period is extended, an additional evaluation will occur before the 120th work day.
- 11.01.04 Any deficiency identified in the initial evaluation period that does not show substantial improvement may lead to the Employee's immediate discharge, to be determined by the Senior Director of Human Resources, without cause and without notice.
- 11.02 Thereafter, each Employee shall be evaluated in writing at least once each calendar year. The evaluation shall be performed by the Employee's Immediate Supervisor. A copy of the written evaluation shall be provided to the Employee in a conference with the evaluator. Nothing contained in this Agreement shall prevent the District from performing additional evaluations of Employee performance. The Employee shall acknowledge in writing receipt of each evaluation report and shall have the right to add comments to a written evaluation report.
- 11.03 When a formal evaluation reveals deficiencies that place an Employee's continued employment in question, the evaluator shall include a statement of the deficiencies.
- 11.04 Each Employee shall have the right, upon request, to review the contents of the Employee's official employment file and to place therein written reactions to any of the documents in the file. The Employee shall have the right to make copies of any item in the file and to be accompanied by a representative of his/her choosing during the review of the file. The District may charge for copies.

ARTICLE 12.

DISCIPLINE

- 12.01 No Employee shall be disciplined without just cause. In no case shall this be done publicly except as required in State law.
- 12.02 Except in the case of an oral reprimand under 12.03.01, on any occasion in which an Employee receives disciplinary action which may affect his/her employment status, the Employee shall be provided reasonable notice of such meeting in advance and notified of his/her right to have an Employee Union/Organization representative present, which includes any state or national affiliate.
- 12.03 The administration and the Board shall have the authority to discipline employees consistent with this section. Such discipline shall be progressive through the following steps beginning with 12.03.01, or with whatever step may be appropriate to

the situation.

- 12.03.01 Oral reprimand by the Immediate Supervisor
- 12.03.02 Written reprimand by the Immediate Supervisor
- 12.03.03 Suspension without pay for up to three (3) days by the Superintendent, Senior Director of Human Resources, or Designee.
- 12.03.04 Suspension without pay for no more than ten (10) days by the Superintendent, Senior Director of Human Resources, or Designee.
- 12.03.05 Suspension with or without pay by the Superintendent not to exceed ninety (90) working days.
- 12.03.06 Termination of employment
At any discipline step except 12.03.01 and 12.03.06, a written communication shall state what conduct is expected, what conduct is not to occur, and the consequences of further misconduct.

12.04 If the behavior recurs, any discipline shall begin with the step which is appropriate for the frequency and the lapse of time since the last disciplinary action for the same or similar offense.

12.05 Paragraph 12.03.05 of this article may be used during a period of investigation, as an interim step, or as a form of discipline. If used as an interim step, the suspension shall be with full pay and benefits.

12.06 The imposition of discipline at any step below 12.03.05 shall not prohibit the District in an appropriate case from imposing discipline at a higher step in the same manner.

ARTICLE 13.

WORKER'S COMPENSATION

13.01 The District provides worker's compensation benefits in accordance with SDCL title 62 to employees who qualify for such benefits.

13.02 The administration of worker's compensation shall be determined by the District.

13.03 An employee of the District absent due to injury or illness compensable under SDCL Title 62 shall choose either option "A", or option "B" of this Article.

- 13.03.01 Option "A" -- The Employee may use personal sick leave (excluding sick leave assistance) and vacation benefits to receive regular salary, with regular deductions being made, as long as the Employee is determined by the District's worker's compensation provider or

administrator to be unable to return to work. The Employee shall endorse and surrender to the District all worker's compensation checks received by the Employee, and for each day of such absence an appropriate deduction from sick leave or vacation shall be made so as to compensate the District for the difference between the worker's compensation benefit and the Employee's pay. For example, if the worker's compensation benefit is two-thirds of the Employee's pay, one-third of a day shall be deducted from sick leave or vacation for each day of such absence. When the Employee has exhausted all available sick leave and vacation, the Employee shall automatically be changed to Option "B".

13.03.02 Option "B" -- The Employee shall be placed on an unpaid leave of absence for a maximum of one year. The Employee shall receive no pay or benefits from the District, and shall only be entitled to receive the appropriate compensation under worker's compensation, as determined by the District's worker's compensation provider or administrator. During the unpaid leave or, if applicable, after available FMLA leave has been exhausted, the Employee may continue to participate in the District's group insurance plans by paying 100 percent of the premiums.

13.04 Upon return from leave covered under Option "A" or 12 weeks of leave under FMLA, if applicable, whichever is greater, the Employee shall, at the Employee's request, be assigned to the same position. If the Employee is absent beyond the period covered by Option "A" or FMLA, if applicable, whichever is greater, but is able to return work within one (1) year from the date the leave commenced, he/she shall be returned to the next Comparable Position that is open. The Employee shall return at the same step and level on the salary schedule that he/she occupied when his/her absence commenced. However, if a new School Fiscal Year begins when the Employee is on leave, a step change will be granted if appropriate under this Agreement.

ARTICLE 14. MISCELLANEOUS PROVISIONS

Employees shall be granted the privilege of enrolling in Community Education Classes without charge provided that conditions are satisfied as follows:

14.01 Class must have enough paid enrollments to cover the cost of the class.

14.02 Class would relate to the employee's job responsibilities.

14.03 Class would directly benefit the District's current operation.

14.04 Immediate Supervisor must approve the request of the Employee and submit to the supervisor of Community Education Classes for authorization.

ARTICLE 15.**NO-STRIKE PROVISION**

It is recognized by the parties that South Dakota law, SDCL 3-18-10 prohibits strikes by public employees. The Employee Union/Organization agrees that it will discourage, and will not, directly nor indirectly, condone or participate in any strike. The word "strike" shall mean the failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from: the full, faithful and proper performance of the duties of employment by concerted action with others, and without the lawful approval of one's superior, or in any manner interfering with the operation of the District for the purpose of coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event such prohibited activity occurs, and upon notification from the District, the Employee Union/Organization will immediately take such action as is reasonable and necessary to terminate such activity and to provide written evidence to the District that the same has been accomplished. The Employee Union/Organization further recognizes and agrees, that violation of this no-strike agreement by the Employee Union/Organization, shall constitute breach of contract by the Employee Union/Organization. The District may take any action available under South Dakota law in the event of a strike.

ARTICLE 16.**SURVIVAL OF RECOGNITION AND NO-STRIKE PROVISION**

If this Agreement expires without a new Agreement between the parties, or is otherwise terminated before its intended time of expiration, the Recognition Clause and the No-Strike Clause shall survive the expiration or termination until such time as a new Agreement is made by the parties, or until the Employee Union/Organization is pursuant to law no longer the recognized bargaining representative.

ARTICLE 17.**RETIREMENT PLAN**

The District's participation in South Dakota Retirement System shall be continued under this Agreement.

ARTICLE 18.**HOLIDAYS**

18.01 For purposes of this Article, the holiday grant allocation per employee is calculated as the employee's FTE multiplied by eight (8) for each holiday.

18.02 Each Employee shall be entitled to the following paid holidays as long as the holiday falls within the applicable employee Calendar of Paid Days (e.g. Education Assistant with Benefits – Early Childhood (20 hours per week or more)): Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Christmas Eve, New Year's Day, New Year's Eve, Friday of Spring Break as designated on the

District general calendar, and Memorial Day.

This provision does not apply in the case of an Employee who does not work a full regularly scheduled workday both prior to and after the holiday.

18.03 Should a holiday fall on Saturday, the previous Friday shall be a holiday; should a holiday fall on Sunday, the following Monday shall be a holiday. In the event the following Monday or a previous Friday is a day that school is in session then the Superintendent is authorized to declare another day as a holiday or to make whatever adjustments are necessary to comply with the spirit of this Article.

ARTICLE 19.

VOLUNTARY AND INVOLUNTARY TRANSFERS

19.01 In order to recognize career change as a value to the District and to employees, the administration shall make provisions for the transfer of Education Assistant staff personnel according to the following procedure:

19.02 When an Education Assistant vacancy occurs of 20 hours or more per week, the vacancy shall be posted online through the District's website for three (3) working days.

19.03 Those interested in transferring to a posted position shall submit a transfer request form online through the District's website. The education assistant must inform his/her Immediate Supervisor in writing of the transfer request.

19.04 Only those qualified for the specific position will be interviewed for the position. Qualifications will be determined by management based on the following criteria:

- 19.04.01 Employee evaluations
- 19.04.02 Length of District employment
- 19.04.03 Training and experience which is applicable to the position
- 19.04.04 Disciplinary actions and attendance
- 19.04.05 Best interest of the child (only as it relates to the vacant position).

19.05 All transfer applicants shall be informed of the disposition of their transfer request, once the position has been filled.

19.06 In the event there are no qualified applicants for a position it shall be filled at the discretion of the Senior Director of Human Resources or Designee.

19.07 Qualified persons on lay-off as a result of District reduction in force will be placed prior to new employees being hired.

19.08 If Education Assistant hours of less than 20 hours per week become available for the current school year, notice shall be posted in the building in which the hours are

available. Within three (3) working days of the posting of such notice, each currently employed Education Assistant, in this Unit, within that building may request consideration for filling those hours. Those qualified for the specific position will be interviewed for the position. Qualifications will be determined by management based on the following criteria:

- 19.08.01 Employee evaluations
- 19.08.02 Length of District employment
- 19.08.03 Training and experience which is applicable to the position
- 19.08.04 Disciplinary actions and attendance
- 19.08.05 Best interest of the child (only as it relates to the vacant position).

19.09 Involuntary Transfer by the Superintendent

Involuntary transfer by the Superintendent may be made in the best interest of the District. In the event the Superintendent makes an involuntary transfer, the Superintendent shall inform the affected Employee in writing of the reason(s) for the transfer. The Employee may appeal the decision to the Superintendent within two (2) days of written notification of the transfer. The decision of the Superintendent may be appealed to the Board.

ARTICLE 20. BUILDING REORGANIZATION AND TRANSFER

- 20.01 The District reserves the right to reduce the number of District employees, the number of hours worked by District employees and each Employee's work schedule at a specific building.
- 20.02 In the event the District intends to reduce the number of Employees within a District building, an Employee may be transferred to an equivalent FTE position based on District consideration of evaluations, related work experience/training, work attendance, or seniority within position classification (see Appendix C). Notice shall be given to affected employees and the Employee Union/Organization upon transfer.
- 20.03 Decreases in FTE/hours not resulting in the reduction of an EA from a building shall be done by seniority.
- 20.04 Notwithstanding above, the Principal determines FTE assignment of all Personal Education Assistants.

ARTICLE 21. REDUCTION IN FORCE

- 21.01 The District reserves the right to reduce the number of District employees, the number of hours worked by District employees and each Employee's work schedule.

21.02 In the event the District intends to reduce the number of employees within the employee Unit, or the average number of employee hours per pay period, the reduction shall be done based on District seniority within position classification (see Appendix C), first by building reorganization and then by District reduction. Notice shall be given to affected employees and the Employee Union/Organization not less than thirty (30) days prior to the effective date of the reduction.

21.02.01 Notwithstanding above, the Principal determines FTE assignment of all Personal Education Assistants.

21.03 Moving from one position classification to another does not constitute a break in District seniority.

21.04 An Employee whose employment with the District has been terminated due to a reduction in the number of employees shall be placed on a Unit recall list. An Employee whose hours have been reduced to less than twenty (20) hours per week shall be considered terminated and shall be placed on a Unit recall list. An Employee's name, once placed on the recall list, shall be maintained on the recall list until either the Employee has been recalled to District employment or the expiration of one year from the date of termination, whichever comes first. In the event of a vacancy in the former Employee's Unit, the District's recall placement options shall be by 1) District seniority within position classification, and 2) District seniority in other available EA positions. If a former Employee declines a position offered, the person's name shall be removed from the recall list and the District shall have no further obligation with regard to that person.

21.05 A Unit seniority list by position classification shall be prepared annually by the District, not later than November 1. The District shall provide a copy of this list annually to the Employee Union/Organization.

Insurance Benefits—an Employee who has received a notice of lay-off may continue to participate in the group insurance program pursuant to Federal law.

ARTICLE 22. ASSOCIATION CREDIT PLAN AND DUES DEDUCTION

22.01 Association Credit Plan

22.01.01 Each Employee may elect to have the District deduct from wages a specified dollar amount per pay period, which sum shall be paid within three (3) working days after payroll issuance by the District to a depository designated by the Employee Union/Organization. An Employee electing to implement this deduction from salary shall sign an authorization, the form which has been approved by the Superintendent and the Employee Union/Organization, which form shall contain a provision whereby the Employee agrees to hold the District harmless from all claims arising from the implementation and operation of the Employee Union/Organization plan. In addition, the authorization form shall provide notice to the Employee, 1) that the authorization is irrevocable for the period of the then current school year, unless termination of the authorization is mutually agreed upon by the Employee Union/Organization and the Employee, and 2) the authorization is continued year to year unless revoked in

writing no later than September 15 of the year of discontinuance. Such authorization form shall be signed by the participating Employee and submitted to the District by the Employee Union/Organization no later than October 1 of the year in which the deductions are to begin. Deductions shall continue in subsequent years according to a list of names and amounts submitted by the Employee Union/Organization.

22.01.02 The Employee Union/Organization agrees to hold the District harmless from all claims arising from the implementation and operation of the Employee Union/Organization credit plan, and the Employee Union/Organization further specifically agrees that the District's sole obligation in the implementation and operation of the Employee Union/Organization credit plan is to withhold the authorized payroll deductions and to send a check in the appropriate sum to the designated depository monthly.

22.02 Dues Deduction

The District agrees to deduct from the salaries of the employee members of the Employee Union/Organization the total monies which said Employees have individually and voluntarily authorized the District to deduct and the Employee Union/Organization has certified and to transmit the monies promptly to the Employee Union/Organization. Individual authorizations shall be in writing on a form acceptable to the District. Initial authorizations must be filed in the School District Finance Department no later than October 1 of the year in which the deduction is to begin.

ARTICLE 23. SEVERABILITY

23.01 If any provision of this Agreement is declared to be in contradiction of the laws or regulations of the United States, or the State of South Dakota, that provision shall no longer be enforceable, but all other provisions to this Agreement shall continue in full force and effect.

ARTICLE 24.

AGREEMENT, DURATION AND SIGNATURES

24.01 This Agreement constitutes the entire Agreement between the parties and any terms, conditions, statements and representations, oral or written, not contained in this Agreement, shall not be binding on the parties. The content of this Agreement may not be renegotiated during the term of the Agreement, except by mutual consent.

24.02 This Agreement shall be effective from the first day of July 2023, through the thirtieth day of June 2025, on language items, except as provided in Appendix F.

24.03 In witness whereof the parties have caused duplicate originals of this Agreement to be signed at Sioux Falls, South Dakota, the 28th day of August 2023.

Sioux Falls Education Assistants' Assoc. Sioux Falls School District 49-5

By: Renee AB Buffington By: Carly Reiter
(Signature) (Signature)
Renee AB Buffington Carly Reiter
(Printed Name) (Printed Name)

Its President

Its President

By: Todd ViK
(Signature)
Todd ViK
(Printed Name)

Its Business Manager

23-24 Classified Staff SALARY SCHEDULE



	D	E	F	G	I	J	K	L	M	N	O	P	DX	FX	GX	IX	JX	KX	LX	MX	NX	OX	PX
1	\$15.41	\$16.08	\$17.27	\$18.05	\$19.57	\$20.48	\$22.92	\$25.50	\$28.07	\$30.84	\$34.47	\$16.64	\$17.36	\$18.67	\$19.49	\$21.13	\$22.13	\$24.76	\$27.53	\$30.31	\$33.30	\$37.21	
2	15.58	16.26	17.46	18.25	19.78	20.70	23.17	25.78	28.38	31.18	34.85	16.82	17.55	18.87	19.70	21.36	22.37	25.03	27.83	30.64	33.66	37.62	
3	15.75	16.43	17.65	18.44	20.00	20.93	23.42	26.06	28.68	31.51	35.22	17.00	17.74	19.08	19.92	21.59	22.61	25.30	28.13	30.97	34.03	38.02	
4	15.91	16.61	17.84	18.64	20.21	21.15	23.67	26.34	28.99	31.85	35.60	17.19	17.93	19.28	20.13	21.82	22.85	25.57	28.43	31.30	34.39	38.43	
5	16.08	16.78	18.02	18.84	20.42	21.37	23.92	26.61	29.30	32.19	35.98	17.37	18.12	19.49	20.34	22.05	23.10	25.84	28.73	31.63	34.75	38.84	
6	16.25	16.96	18.21	19.04	20.64	21.60	24.17	26.89	29.60	32.52	36.35	17.55	18.31	19.69	20.55	22.28	23.34	26.11	29.03	31.96	35.12	39.24	
7	16.42	17.13	18.40	19.23	20.85	21.82	24.42	27.17	29.91	32.86	36.73	17.73	18.50	19.89	20.77	22.51	23.58	26.38	29.33	32.30	35.48	39.65	
8	16.59	17.31	18.59	19.43	21.07	22.05	24.67	27.45	30.22	33.20	37.10	17.91	18.69	20.10	20.98	22.75	23.82	26.65	29.63	32.63	35.85	40.05	
9	16.76	17.48	18.78	19.63	21.28	22.27	24.92	27.73	30.52	33.53	37.48	18.09	18.88	20.30	21.19	22.98	24.06	26.92	29.94	32.96	36.21	40.46	
10	16.92	17.66	18.97	19.82	21.49	22.49	25.17	28.01	30.83	33.87	37.86	18.28	19.07	20.50	21.41	23.21	24.30	27.19	30.24	33.29	36.57	40.87	
11	17.09	17.84	19.16	20.02	21.71	22.72	25.42	28.28	31.14	34.21	38.23	18.46	19.26	20.71	21.62	23.44	24.55	27.46	30.54	33.62	36.94	41.27	
12	17.26	18.01	19.34	20.22	21.92	22.94	25.67	28.56	31.44	34.54	38.61	18.64	19.45	20.91	21.83	23.67	24.79	27.73	30.84	33.95	37.30	41.68	
13	17.43	18.19	19.53	20.42	22.13	23.16	25.92	28.84	31.75	34.88	38.99	18.82	19.63	21.12	22.04	23.90	25.03	28.00	31.14	34.28	37.66	42.09	
14	17.60	18.36	19.72	20.61	22.35	23.39	26.17	29.12	32.05	35.22	39.36	19.00	19.82	21.32	22.26	24.13	25.27	28.27	31.44	34.61	38.03	42.49	
15	17.77	18.54	19.91	20.81	22.56	23.61	26.42	29.40	32.36	35.55	39.74	19.18	20.01	21.52	22.47	24.36	25.51	28.55	31.74	34.94	38.39	42.90	
16	17.93	18.71	20.10	21.01	22.78	23.83	26.67	29.68	32.67	35.89	40.12	19.37	20.20	21.73	22.68	24.59	25.75	28.82	32.04	35.27	38.75	43.30	

APPENDIX "A"

Job Levels

Job Level	Positions
G	Elementary/Secondary Education Assistants
I	High School Computer/Library Education Assistants

Job classification listed above are current only at this printing and do not reflect reclassifications that may occur subsequent to printing this Agreement.

APPENDIX "B"

**UNIT REDUCTION
POSITION CLASSIFICATION**

Agency Education Assistants

Secondary Library/Computer Education Assistants

R.I.S.E. Classroom Educational Assistants

Early Childhood Educational Assistants

K-12 Special Education District Behavior Program (Bridges, FLEX, Structured Teach, Success Academy, MS Behavior, Summit Oaks)

All other Elementary/Secondary Education Assistants

APPENDIX "C"

**Educational Assistant
Differential Pay**

**Differential pay applies to the following descriptions
independent of where they are located.**

Early Childhood Specialized Communication

Early Childhood Multi-Stim Classroom

K-12 R.I.S.E. Classroom

K-12 Special Education District Behavior Program (Bridges, FLEX, Structured Teach, Success Academy, MS Behavior, Summit Oaks)

Appendix "D"

Salary Adjustment Examples

Per Student Allocation Increase	Salary Adjustment
5.0%	4.0%
4.5%	3.75%
3.7%	3.5%
3.3%	3.3%
2.3%	2.3%
1.7%	2.0%
1.0%	1.75%
0.0%	1.25%
-2.5%	0%
-5.0%	-1.25%

APPENDIX "E"

Agreement to re-open negotiations

With the understanding that the Sioux Falls School District is in the process of making a decision regarding remote learning days, this agreement guarantees negotiations will reopen between the District and the Sioux Falls Educational Assistants Association (SFEA-A) to discuss the proposal regarding snow days discussed on May 10th, 2023. Once a decision has been made, the District will notify and meet with SFEA-A prior to the start of the 2023-2024 school year.


Sioux Falls School District
Date: 5/16/23


SFEA-A
Date: 5-8-23

Agreement to re-open negotiations

With the understanding that the Sioux Falls School District is in the process of switching from their current pay-off-a-strike to another, this agreement guarantees the reopening of negotiations between the District and the Sioux Falls Educational Assistants Association to discuss the option of a 12-month payment option for educational assistants. The District will notify and meet with SFEA-A prior to June 2024.


Sioux Falls School District
Date: 5/16/23


SFEA-A
Date: 5-8-23

APPENDIX "F"

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between the Sioux Falls School District 49-5, hereinafter referred to as the "District", and the Sioux Falls Education Assistants' Association "Association"; and

Whereas, during negotiations in May of 2023, the Association desired, and the District agreed, to continue negotiations regarding snow days with consideration to future plans to implement remote learning days; and

Whereas, the parties met in August of 2023 to discuss the District's plan to implement remote learning days and continue negotiations; and

NOW, THEREFORE, the parties hereto agree as follows:

I. Definitions

These definitions apply to this MOU only.

Remote Learning – Teaching and learning in an online environment due to school closure as determined by state, local, or District officials.

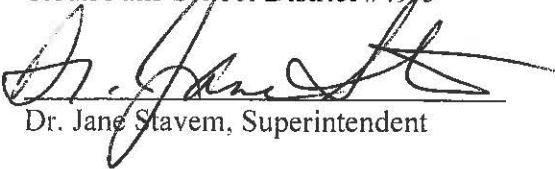
II. Amend Section 8.02 to add the following:

8.02.06 Remote Learning Days

8.02.06.01 Nine- or ten-month hourly employees shall not report to work. Employees shall be paid if a personal day is used or time is made up.

8.02.06.01 Time may be made up during a time period of two weeks following any declared Remote Learning Day. If multiple Remote Learning Days are declared successively, two weeks will be afforded for make up time for each declared day. Make up time will accrue at one and one-half (1 ½) times for any hours worked over forty (40) hours. Time to be made up is to be approved by an employee's Immediate Supervisor.

Sioux Falls School District #49-5


Dr. Jane Stavem, Superintendent

Date 8.22.23

Sioux Falls Education Assistants' Association


Brianne Buffington, President
(printed name)

Date August 22, 2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between the Sioux Falls School District 49-5, hereinafter referred to as the "District", and the Sioux Falls Education Assistants' Association "Association"; and

Whereas, during negotiations in May of 2023, the Association desired, and the District agreed, to continue negotiations regarding snow days with consideration to future plans to implement remote learning days; and

Whereas, the parties met in August of 2023 to discuss the District's plan to implement remote learning days and continue negotiations; and

NOW, THEREFORE, the parties hereto agree as follows:

I. Definitions

These definitions apply to this MOU only.

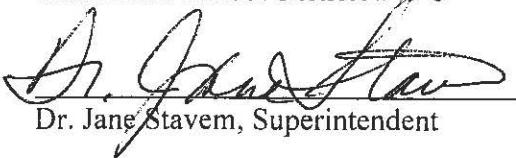
Remote Learning – Teaching and learning in an online environment due to school closure as determined by state, local, or District officials.

II. Amend Section 8.02 to add the following:

8.02.06 Remote Learning Days

- 8.02.06.01 Nine- or ten-month hourly employees shall not report to work. Employees shall be paid if a personal day is used or time is made up.
- 8.02.06.01 Time may be made up during a time period of two weeks following any declared Remote Learning Day. If multiple Remote Learning Days are declared successively, two weeks will be afforded for make up time for each declared day. Make up time will accrue at one and one-half (1 ½) times for any hours worked over forty (40) hours. Time to be made up is to be approved by an employee's Immediate Supervisor.

Sioux Falls School District #49-5



Dr. Jane Stavem, Superintendent

Date 8.22.23

Sioux Falls Education Assistants' Association



Renée Abbott President
(printed name)

Date August 22, 2023