

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

SPEARFISH SCHOOL
DISTRICT 40-2

AND

SPEARFISH EDUCATION
ASSOCIATION

2024 – 2025
SCHOOL YEAR



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PREAMBLE

This agreement made and entered into at Spearfish, South Dakota pursuant to the provisions of SDCL 3-18, by and between the Spearfish School District 40-2, hereinafter called "District" and Spearfish Education Association, hereinafter referred to as "Association", recognize that the education of children in said District is paramount in the operation of the schools in the District, and should be always promoted by the afore-said parties; and,

WHEREAS, both parties to this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between the District and the employees covered by this agreement and to enter into a complete agreement covering rates of pay, wages, hours of employment and other material conditions of employment, and

WHEREAS, the parties recognize that all the provisions of this agreement must meet the requirements and procedures required by law and the provisions of the statutes of the State of South Dakota.

NOW, THEREFORE, IT IS AGREED:

ARTICLE I - GENERAL

- A. No change, alteration or modification of the agreement in whole or in part shall be valid, unless the same is ratified by both the Board and the association and endorsed in writing hereon.
- B. This agreement and the activities of teachers covered hereby shall be governed and construed according to the Constitution and the Statutes of the State of South Dakota and the United States of America.
- C. In case of any direct conflict between the provisions of this agreement and any Board or Association policy, practices, procedure, custom or writing not incorporated in this agreement, the provisions of this agreement shall control.
- D. No change shall be made to the terms and conditions of this agreement except for those made by negotiations for a successor agreement or by written mutual agreement of the parties.

ARTICLE II - RECOGNITION

- A. The Association recognizes the Board as the elected representative of the people of the above named District and as the employer of the certified personnel of this District.
- B. The Spearfish School District recognizes the Association, as the exclusive representative for the purpose of negotiations under SDCL 3-18 for all certified teaching personnel, inclusive only of classroom teachers, special education teachers, librarians and counselors.
- C. The Board further agrees not to negotiate with any other teacher or teachers' organization for the duration of this agreement.

D. Notwithstanding this recognition, the parties hereto understand and agree that any individual teacher, or group of teachers, shall have the right at any time to present grievances to the District and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this agreement and provided the Association has been given the opportunity to be present at such adjustment.

ARTICLE III - ASSOCIATION RIGHTS

Members of the Association shall be free to visit the various places of employment of all the employees covered by this agreement for the purpose of carrying out their duties relating to the administration of this agreement provided that there shall be no interference of the educational process in such building and that no teacher shall be consulted when such teacher has direct classroom or other supervisory responsibilities.

At the conclusion of negotiations, the District will provide the Association and the State Association with a cybernetic copy of the complete negotiated agreement in Word format.

ARTICLE IV - DISTRICT RIGHTS

A. In recognizing the Association as the exclusive formal representative as herein provided, the Board of Education retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities imposed and vested in it by the laws and the Constitution of the State of South Dakota and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by such expression of limitations relating to the unit as are contained in this agreement and then only to the extent such expressed limitations are in conformance with the Constitution and the laws of the State of South Dakota and the Constitution and laws of the United States.

ARTICLE V - TEACHING DAY

A. The normal school day, exclusive of time necessarily required to perform extra-duty and extra-curricular assignments, shall be 454 minutes in length. The actual period of time assigned for such duty hours shall be made by the building principal or other appropriate supervisor and shall be adjusted to meet the needs of the department, division, or level (Elementary, Middle School or Senior High) to which the teacher has been assigned.

Teachers are expected to be in their assigned area of building from student dismissal time to the time set for teachers departure from the building unless extra-curricular assignments or professional or departmental meetings, conflict, provided, however, that on the last scheduled teaching day prior to a holiday and on state and national election days (excluding local elections) teachers may leave the building at the time when the last regular student class is dismissed and all students have boarded busses and cleared the building.

School Closing- Leave Days - When the school offices are officially closed by the superintendent, no leave days previously arranged by an employee will be deducted from such emergency days. Employees who are unable to report to work as scheduled because of inclement weather shall be charged with loss of pay or may use a general leave day if available.

School Closing – Make-up Days - Whenever school is officially closed during the school year, the Superintendent may direct teachers to make up time with or without students being present if total teacher work days are less than the total contract days under this Agreement. Make-up time will be used for planning or other professional duties in cooperation with the building Principal.

B. **ACTIVITY TICKETS.** All staff members are encouraged to volunteer their time to assist in conducting extracurricular activities. Each staff member will receive one individual picture adult activity ticket. Each staff member may earn one additional individual picture adult activity ticket or picture student activity ticket to be issued to a specified adult or student by working one middle school or high school activity during a school year.

ARTICLE VI - INDIVIDUAL TEACHER'S CONTRACT

A. All individual contracts with instructional personnel employed by the Board and covered by this agreement, shall be in writing and signed by the Business Manager and the President of the Board of Education before presentation to the teacher for signing. First year teacher contracts are subject to Board approval, but must be signed by both parties before the first day of service. If the individual contract is not returned to the Business Manager by the deadline stated in the form as provided in Appendix A, the failure to return the contract shall be deemed as the teacher's resignation and no further letter of resignation will be required. This language will be reflected in Appendix A.

B. Individual teacher's contracts shall be in the form as provided in Appendix A and will reflect the terms and conditions of this agreement. Salary and benefit amounts listed on the individual contract may change due to ongoing negotiations for the coming school year. When negotiations are concluded and a new Negotiated Agreement is in place, any changes from the individual contract will be noticed to the teacher in the form of a contract addendum. This language will be reflected in Appendix A. This assignment may be altered in cases of emergency only. Examples of "emergency" include unexpected shifts in enrollment or teacher resignation. Any alteration of the assignment after July 15, will allow the teacher to resign without penalty. If a teacher is reassigned under this clause, the teacher will be awarded a one-time salary bonus of \$500.00 (gross before required payroll deductions) if reassignment occurs after July 1. The one-time bonus will be paid in the teacher's first check for the new school year, and will not be included in that teacher's salary for any other purpose under this Agreement or any renewal of this Agreement.

1. The transfer cannot require the person to earn additional hours for certification.
2. The Person transferred will have first priority on vacancies for which he/she is certified. The term "first priority" means the Person will be given prior consideration for the vacant position but does not mean placement will be "automatic."

C. Salary will be paid on the basis of contracted days. "Salary" includes all elements of salary stated on Appendix B excluding extra duty or other assignments. Any proration will be done on the basis of contracted days, to include contracts for less than the full school year and extended contracts for school counselor positions working longer than the school year. Teachers shall be paid in ten (10) or twelve (12) equal monthly installments, based upon the teacher's election below, and will be paid on the 20th day of the month. If the 20th is a vacation day or weekend, salary will be drawn on the last school day in session before the vacation period. Teachers shall file a Notice of Election for Annualized Salary, Appendix I, with the business office before the beginning of the school year.

D. For all extra-duty assignments listed on Appendix C the following will apply:

1. The extra-duty assignment pay schedule shall be as set forth in Appendix C with the base being the extra duty base.
2. Extra-duty will be added to the employees' salary and shall be included in the paycheck each pay period.
3. Certified employees already under contract with the District will be compensated at an amount of \$20.00 per solo/ensemble for acting as an accompanist at the regional Solo and Ensemble Contest, up to a maximum of \$200.00 per certified employee.
4. An employee desiring to discontinue an extra-duty assignment for the following school year will submit the request to the Activities Director on or before March 1 of the current school year, and the District's administrative staff will make a recommendation to the School Board to grant or deny the request on a case by case basis based upon timing, ability to adequately replace the employee, and other factors deemed pertinent.

Newly created extra-duty assignments will be negotiated for category placement prior to the start of the activity.

5. Within the total dollar amount scheduled for extra duty assignments for a particular sport, the District may adjust coaching assignments to make the program fit the needs of students more effectively.

E. Professional responsibilities, voluntary options and compensated extra duty

1. Professional responsibilities during the contract day (if applicable)
 - a. Staff meetings.
 - b. Special education staffing/placement.
 - c. Individual parent/teacher conferences
 - d. AdvancED Committees. The AdvancEd Coordinator is an extra duty position.
 - e. Grade level/department meetings.
 - f. Teacher assistance team meetings.
 - g. One Curriculum - related committee*
 1. In-service committee
 2. Technology committee
 3. Gifted advisory committee
 4. Curriculum committee
 5. Curriculum council
 6. Principal and building advisory committees
 7. Drug free advisory committee

* A teacher can be required to serve on only one of these committees.

2. Compensated extra duties
 - a. paid extra duties, appendix C. negotiated agreement

Only those duties negotiated and placed on a level in appendix C will be compensated.

- F. PART TIME TEACHERS. Certified personnel employed less than full time for the entire school year shall receive a proration of salary on the basis of contract days or hours per contract day. They shall also receive a proration of all leave except sick leave bank. Employees half-time or more will be allowed to accumulate prorated general leave. Employees half-time or more shall also receive a proration of all leave provisions and insurance benefits (subject to group underwriting requirements).
- G. RETIREMENT and REHIRING OF TEACHERS. Certified personnel who retire from employment may be rehired for full-time or part-time employment on a case-by-case basis. Retired employees may apply for any job position for which they are qualified, but re-hiring by the District cannot be guaranteed and shall not be a condition of retirement. If a retired employee is rehired, the employee will be treated the same as any other new hire under the terms of this Agreement for purposes of credits and years of experience accepted by the District, and participation in the South Dakota Retirement System (SDRS) will be limited by SDRS statutes and rules for program participation by a retired member who reenters SDRS covered employment. Statutory continuing contract status will not be attained until the retired, rehired employee is in the fourth consecutive term of employment as a teacher with the District after date of rehire. For informational purposes only, on and after April 1, 2010, SDRS rules for program participation after reemployment changed significantly. These changes include a minimum period of three consecutive months between the retired member's effective retirement date and reentry to employment covered by SDRS, together with other changes to member benefits and contributions. Reference is made to S.D.C.L. Ch. 3-12, particularly S.D.C.L. 13-12-200. Any employee considering retirement who also is considering applying for a job position thereafter is encouraged to first consult with South Dakota Retirement System for their program requirements.
- H. WORK BEYOND CONTRACTED DAYS. For work beyond the contracted days including but not limited to the Extended School Year (ESY) of certified special education staff and any curriculum work by all certified staff due to the implementation of Math and ELA Common Core Standards and any required state and/or District curriculum work (but excluding certified staff members working in the Child Find and Home Visits programs), teachers will be compensated at an hourly rate as follows:
1. Instructional time: \$30.00 per hour.
 2. Prep time and Curriculum work: \$20.00 per hour.
- I. TRAVEL BETWEEN SCHOOLS. As part of their assignments, certified teaching staff who are required or requested by the District to travel between the buildings and who use their personal vehicle shall be compensated a flat rate of \$100.00 per school year for full-time teachers and \$50.00 per school year for the part-time art teacher traveling one-half of the year.

ARTICLE VII - LEAVE PROVISIONS

- A. SICK LEAVE ENTITLEMENT. All employees hired on contract shall receive on the first day of the school calendar each year a block of seven (7) days of sick leave. These seven (7) days shall represent all the employee's sick leave for that year, with unlimited accumulative. Accumulated sick leave is combined with accumulated general leave and called "accumulated leave."

1. New employees hired after the beginning of the normal contract year shall be granted sick leave on a pro-rata basis for that fiscal year.

2. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability, or the illness and/or disability of an immediate family member (See Sec. 5 below for definition), which prevented attendance at school and performance of duties on that day or days.

3. The School District may require an employee to furnish a medical certificate from a qualified physician, indicating excessive absences were due to illness in order to qualify for sick leave pay.

4. Sick leave allowed shall first be deducted from current year sick leave days, then from the accumulated leave days earned by the employee and approved by the superintendent or designee, then current year general leave, then the sick leave bank.

5. Sick leave (first current sick leave, then accumulated leave) may also be used as bereavement leave for a death in the employee's immediate family. The immediate family shall include spouse, children, step children, foster children, parents of employee or spouse, brother or sister of employee or spouse, grandparents and grandchildren of employee or spouse. It shall also include any other person who is a regular member of the employee's immediate household and who is dependent for financial support in whole or in part on such employee.

B. GENERAL LEAVE. Each certified employee covered by the SEA agreement shall be credited with days of general leave as outlined below at the beginning of the contract year: 9-month employees – 6 days; ten-month employees – 6 days. The unused portion of general leave shall accumulate from year to year without limitation. Accumulated general leave is combined with accumulated sick leave and called “accumulated leave.”

1. New employees hired after the beginning of the normal contract year shall be granted general leave on a pro-rata basis for that fiscal year.

2. No general leave will be granted on the first five days of school with students and the last five days of school with students, on parent/teachers conference days, on in-service days (except in emergency situations), but in all these cases the Superintendent or his designee may approve leave for an emergency, or as approved general leave after notice on a case-by-case basis as long as no more than 15% of the staff, rounded to the next whole person in any one building, is absent for general leave.

3. General leave allowed shall first be deducted from current year general leave days, then from the accumulated leave days earned by the employee and approved by the Superintendent or designee on a case by case basis.

C. NOTICE TO TAKE LEAVE; USE OF ACCUMULATED LEAVE. When teachers are to be gone, they shall notify the principal. If the principal is not available, call the office of the principal. Notification shall be as far in advance as possible. Except for those dates stated above in Paragraph A, general leave can be taken as long as no more than twenty percent (20%) of the staff, rounded to the next whole person in any one building, is gone for general leave.

If a teacher should be released for leave before the termination of the school year, the teacher shall be credited with only that portion of the six (6) days computed from the fractional portion of completed service. The final contractual payment shall be reduced by the appropriate number of contractual days pay for any days used over the allotted number.

In addition to bereavement purposes (Section A (5) above), accumulated leave shall be used only for absences due to emergencies, illness or injury in the immediate family, adoption of a child, or in other situations approved by the Superintendent or designee on a case-by-case basis. The immediate family shall include spouse, children, step children, foster children, parents of employee or spouse, brother or sister of employee or spouse, grandparents and grandchildren of employee or spouse. It shall also include any other person who is a regular member of the employee's immediate household and who is dependent for financial support in whole or in part on such employee.

D. SICK LEAVE BANK.(voluntary)

1. Each participating employee contributes one (1) day of sick leave per year to a maximum of six (6) days. If a person has drawn days from the bank, they must replace the days as a regular contributing member, at the rate of one (1) day per year.
2. A participant may draw five (5) times the number of days contributed to the sick leave bank. Thirty (30) days shall be the maximum days any participating employee may use per school year, provided such named employee has used all his/her annual and accumulated sick leave.
3. Deadline for sick leave bank enrollment will be by September 15 for new employees which is a perpetual election, and in effect until such time as the employee elects to discontinue participation. If a new employee elects to not participate in the sick bank, upon notification from human resources the superintendent shall meet with the employee to further explain the benefit of participation in the sick leave bank. If upon completion of the conversation with the superintendent the employee changes his/her mind, they may change their selection to participate in the sick leave bank.
4. Administration of the sick leave bank will be managed as follows: if the sick bank leave request is within the guidelines provided by this Subsection D, the Superintendent shall have the authority to approve the request. However, if the request is an exception to such guidelines, or if the Superintendent determines the request should be further reviewed, then the request shall be referred to a committee of four (4) teachers, appointed by SEA, and one (1) administrator. Record keeping will be done by the business office and the District will periodically report to SEA. The confidential medical information of individual employees will not be provided or open for examination within the restrictions of HIPAA and other applicable privacy laws.
5. All requests for use of the bank must be submitted in writing to the business office. A written statement from the employee's or family members' personal physician may be required on a case by case basis. The business office will forward the requests to the Superintendent for decision or referral to the committee.

6. If an extended illness carries over to the next school year, the participant must use their leave for that year before drawing from the bank. Each participant may only draw from the sick leave bank for his/her own personal illness or disability or maternity/paternity leave, or for the serious illness or disability of the employee's spouse, children, or parents.

7. A person withdrawing from membership in the bank will not be able to withdraw contributed days.

8. If the total days available to a participating employee in the sick leave bank are exhausted in any year, use of the sick leave bank ends for that year for the affected employee. Unused days in the sick leave bank shall be carried over to the next succeeding school year. A participating employee's use of the total number of sick bank days that are available to him or her does not reduce the total number of sick bank days available to any other participating employee.

E. TEMPORARY LEAVE. If the employee is absent for reasons other than those provided for in this agreement, the employee's pay will be reduced by the employee's salary divided by the total number of days in the calendar, times the number of days missed. Temporary leave must be approved in advance by the Superintendent of Schools.

F. COMPENSATION FOR ACCUMULATED LEAVE. Upon completion of the 2018-19 school year, the maximum number of accumulated days shall be fifty (50). All returning employees with an excess of 50 accumulated days will be compensated in July of 2019 for those days in excess of 50 at the rate the days were earned. The 50 days shall be first deducted from the fifteen (15) dollars per day pool.

Starting with the 2019-20 school year, employees will be compensated at \$75 per unused personal or sick day in excess of the maximum of fifty (50) accumulated days. Compensation will be paid out prior to the end of that fiscal year. Upon retirement or a resignation from the district, there will be no compensation for the remaining fifty (50) accumulated days.

Employees hired prior to the 2019-20 school year may opt-out of the new accumulated leave compensation plan. They must notify the business office by June 1, 2019 of their intent to opt-out and remain with the compensation for accumulated leave as follows: compensation of fifteen (15) dollars per day for all accumulated leave that was accumulated before the 2015-16 Agreement will be paid to all teachers leaving the system. Compensation of twenty-five (25) dollars per day for all accumulated leave that is accumulated during and after the 2015-16 Agreement will be paid to all teachers leaving the system. If all opt-out leave is used in full before the next school year, the employee/teacher will no longer have the option to participate in the opt-out leave. All future unused personal or sick days will move to accumulated days and follow the new accumulated leave compensation plan. The teacher must have taught in the system a minimum of six (6) years. Leave that is accumulated but is taken by an employee before leaving the system will be deducted from the most recent leave days accumulated.

G. PROFESSIONAL LEAVE.

1. Professional Leave may be extended to a teacher for upgrading instructional skills. This may include attendance at conferences, meetings, workshops and visiting other schools. The leave will be without salary deduction. The payment of expenses will be according to prevailing building and district policy. No professional leave will be granted on the first and last day of school with students, during in-service days or on parent/teachers conference days unless initiated by the building principal and approved by the superintendent. Full-time attendance is required at any session under this leave provision whether the teacher is in a full-time or part-time position (attendance is not proportional to the employee's hours worked per week).

2. One-year leave from the system for enhancing instructional knowledge and skills may be granted for an employee performing in a quality manner as evidenced by the current evaluation instrument completed by the employee's supervisor and as supported by a written statement by the employee's supervisor. A written plan for professional development one-year leave must be submitted by the requesting employee to the building administrator at the time of the request. Upon request to re-enter the system, the employee must furnish reasonable evidence of attainment of proposed professional development. Failure to submit such reasonable evidence may be grounds for disciplinary action, up to and including termination. No salary will be paid. A position will be kept available for the employee for a maximum of two (2) years, unless extended by the School Board. The employee shall notify the district by March 1, during the year of leave, of his/her plans for the next school year. This leave period is not counted toward years of service in the salary schedule.

3. Up to twenty (20) days of leave shall be provided to the Association to send representatives to local, state, or national conferences or to attend to other Association business provided the SEA refunds to the District the costs of the substitute teacher.

H. JURY DUTY OR WITNESS. Any school employee summoned as a witness or a juror shall notify his employer at once.

When an employee is summoned to serve on a jury or as a witness in a case where he/she is not a party, he/she shall be entitled to receive their regular salary from the district while absent without loss of leave credit.

He/she shall be entitled to expenses from the court such as round trip mileage, but will not be entitled to fees to appear for jury duty or to serve as a juror, as otherwise provided by statute in addition to their regular salary as a school employee and such fees shall be paid to the school.

I. NATIONAL GUARD AND RESERVE DUTY. Refer to Board Policy 4380.

J. MATERNITY\PATERNITY LEAVE. The Board may grant either parent's request for unpaid leave, for the purpose of child rearing. Such leave shall not involve more than one school year. A position will be kept available for the teacher upon return. No sick or general leave entitlement will be accrued while on unpaid maternity\paternity leave.

The Board shall grant up to 30 continuous paid (if leave available) contract days maternity/paternity leave upon request following the birth or adoption of an infant. Such leave days shall be deducted from the individual's current year sick leave, then accumulated leave, then current year general leave, then sick leave bank (in that order). Additional leave may be used (in the order provided above), provided the Superintendent is presented with a written excuse signed by a physician.

Upon returning within twelve (12) months after leave for pregnancy, the teacher shall be given the same salary as that from which she left, and she shall be credited with all sick, then general leave not used during her leave. In case of interrupted pregnancy, the teacher may return upon presenting a statement by the attending physician that she is able to resume her full duties, and upon the principal's recommendation. It is understood that any agreement with temporary replacement will be honored prior to re-entry of employment and that re-assignment may be necessary.

K. When an employee's absence from duty qualifies as leave under the family and medical leave act, that leave shall be deemed to be initiated and applicable paid leaves shall be applied during such absence.

L. EXTENDED LEAVE AND DONATION OF ACCUMULATED LEAVE DAYS: If an employee covered by this Agreement suffers an extended illness or injury resulting in absence or leave not otherwise addressed in this Agreement, the District, Association and affected employee (or his/her representative) may discuss, to the extent permissible under applicable law, the employee's potential need for extended leave and/or reinstatement. The District, Association and affected employee (or his/her representative) will prepare a Memorandum of Understanding concerning elements of the extended leave and/or reinstatement on a case-by-case basis which shall be kept confidential. The Association may make a generic request for donation of up to three days of accumulated leave days per donating employee without identifying the affected employee's illness, injury or other personal circumstances unless the affected employee or representative otherwise authorizes such a disclosure in writing. The Association will present a log of the employee donating accumulated days to include employee name and the number of days donated for Business Office recordkeeping purposes, and the donated days will be deducted from the donating employee's total and added to the affected employee's total. The recipient may not receive more than 30 donated days in a school calendar year.

ARTICLE VIII - INSURANCE PROGRAM

A. Program For Employees Hired Before August 13, 2002 (or the actual ratification date of this Agreement by the Board of Education):

GROUP DENTAL AND HEALTH INSURANCE: The Board shall pay all employees hired before August 13, 2002 a monthly amount of \$585.00 toward medical or dental insurance, or the stated monthly amount below for SOFBP through August 31, 2019, per month for twelve (12) months on the District group employees' insurance program with returning employee changes being made with the July payroll. New employees would enroll at the start of employment with July being their next change date. If the cost of insurance exceeds the dollar amount provided by the district, the employees and the District would need to work together to modify the plan and/or change the carrier or the employees would have to make up the additional dollar amount with a monthly

payroll deduction. Effective September 1, 2014, employees may voluntarily elect whether or not to participate in the District sponsored dental insurance program. All district employees covered by the health insurance plan will have input into the plan/coverage and the company. The employee's insurance plan/coverage and company will be recommended by SEA with approval by the Board of Education. The carriers to be used for the health and dental will be reviewed and may be revised every three years. Any proposed change in the District's insurance program shall be recommended by the District Insurance Committee under Subsection G with approval by the Board of Education. On and after August 13, 2002, if an employee changes from the SOFBP program to the District group health insurance plan, that employee may not change back to the SOFBP program.

B. OPTIONAL FRINGE BENEFITS: Spearfish Optional Fringe Benefit Program (SOFBP) for employees subject to this Agreement hired before August 13, 2002.

1. The SOFBP is a cash payment option paid to the employee in lieu of health insurance.
2. The SOFBP cash payment shall be \$125.00 per month until August 31, 2017, from which will be deducted any increase in dental insurance premiums payable by the employee if selected (currently \$22.46 per month, but which may change during the term of this Agreement).

C. For Employees Subject to This Agreement Hired On and After August 13, 2002:

GROUP DENTAL AND HEALTH INSURANCE: The Board shall pay all employees hired on and after August 13, 2002 a monthly amount of \$585.00 toward medical or dental insurance, per month for twelve (12) months on the District group employees' insurance program with returning employee changes being made with the July payroll. New employees hired on and after August 13, 2002 will enroll at the start of employment with July being their next change date. All eligible District employees hired on and after August 13, 2002 that are recognized and covered by this agreement may participate in the District's group health insurance plan. Certified employees contracted for at least fifty percent (50%) of a full-time employee position are eligible for insurance coverage on a prorated basis. If the cost of insurance exceeds the dollar amount provided by the district, the employees and the District would need to work together to modify the plan and/or change the carrier or the employees would have to make up the additional dollar amount with a monthly payroll deduction. Effective September 1, 2014, employees may voluntarily elect whether or not to participate in the District sponsored dental insurance program. All district employees covered by the health insurance plan will have input into the plan/coverage and the company. Any proposed change in the District's insurance program shall be recommended by the District Insurance Committee under Subsection G with approval by the Board of Education.

- D. CLAIMS AGAINST THE SCHOOL DISTRICT:** It is understood that the School district's only obligation is to choose an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.
- E. HEALTH REIMBURSEMENT ACCOUNT:** The District shall establish a Health Reimbursement Account (HRA) from monies accumulating in the District's insurance account (formerly the Health Insurance Fund). HRA amounts will be equal for all

employees in any given year the benefit is offered. The HRA will be established with the following conditions:

- The District will not pay HRA administration fees for the 2023-24 school year;
- The District will determine annually, via negotiations, if the HRA will be offered, how administration fees will be managed, and the level of funding per employee;
- An employee receiving HRA benefits and terminating before completion of a given school year shall return a proportionate amount of money to the district;
- The District's insurance committee will assist in establishing the governance of the HRA, using professional consultants as deemed appropriate to the process. SEA will be represented on the district's insurance committee.
- The Patient Protection and Affordable Care Act of 2010 limits HRA coverage on over-the-counter medicines except those that are prescribed, or for insulin beginning in 2011.
- The 2024-25 HRA amount is \$None (\$0-) per employee.

F. FLU SHOT – The District will pay for one (1) flu shot for each full- and part-time certified employee. The flu shot must be administered by the District nurse or another medical entity specified by the District.

G. SCHOOL DISTRICT INSURANCE COMMITTEE

1. Purpose and Membership: A health insurance committee shall exist, representative of employees and others covered by the District's insurance program. The primary duty of the Insurance Committee will be to recommend to the Superintendent/School Board and employees the best coverage option available based on the research and advice of a health insurance consultant and input from employees. The Committee will consist of three teachers selected by the SEA, one classified staff member selected by the SCEA, and one administrator selected by the administrative team. These members of the Committee are the voting members concerning the insurance program. Insurance Committee members are volunteers representing their group unit and their terms are determined by their employee group/unit.

2. Other Functions: The Insurance Committee will serve as advisors to the Spearfish School District Medical Reimbursement Plan (MRP) Fund.

3. Sub-Committees: Additional sub-committees may be formed at the discretion of the Insurance Committee (Wellness Committee, etc.). The members of these committees are not voting members of the Insurance Committee.

4. Advisory: The Insurance Committee is an advisory committee only.

ARTICLE IX - RELEASE FROM CONTRACT

Teachers desiring to be released from their teaching contract shall make this request in writing to the Board of Education. The Board will take official action on this request based on their ability to secure a suitable replacement for the teaching position and in the best interest of the district.

If the teacher requests to be released from his/her individual teaching contract prior to its terminal date, and the School Board agrees to the release, the School District may withhold from any monies due the teacher or collect from the teacher the following sum as liquidated damages if such termination occurs within the following dates: (1) after the teaching contract for the succeeding year is accepted but before June 15, the sum of five hundred

dollars; (2) between June 15th and July 15th, inclusive, the sum of one thousand dollars; (3) between July 16th and the first day of school, inclusive, the sum of one thousand five hundred dollars; or (4) after the first day of school, the sum of two thousand dollars. Part-time teachers shall be assessed liquidated damages at a percentage matching their percent of full-time employment. However, if there are extenuating circumstances that apply to the teacher's request to be released, the Superintendent may recommend an adjustment and the School Board may elect, in its sole and absolute discretion, to reduce or waive the liquidated damages on a case by case basis. Teachers who have been contracted for part-time positions will have the liquidated damages pro-rated.

ARTICLE X - SALARY AND TEACHER CLASSIFICATION

A. **SALARY SCHEDULE.** The salary schedule shall be in accordance with the attached Appendix B. Except as provided below, all teachers shall be paid in accordance with the provisions of Appendix B and the classifications (below) whether they teach in the High School, Middle School or Elementary School. The School Board may offer per SDCL and, upon signing of a contract by both parties, pay a signing bonus to a teacher employed in the school district. A payment may be paid in one lump sum, upon completion of the teacher's first year of employment in the school district; or in installments, over a period not to exceed three years from the date the teacher signed a contract of employment with the district, and upon the terms and conditions mutually agreed upon by the school district and the teacher.

B. CLASSIFICATION.

Master's Degree Program: Each teacher seeking to obtain advancement on the ADM Salary Schedule by obtaining a Master's Degree shall submit his or her proposal for an approved Master's Degree program to the Superintendent for review. The Superintendent shall have the authority to approve, modify or deny the teacher's program. The burden of proof as to degree and hours to obtain an approved Master's Degree shall rest with each teacher.

Hours and Credits: A new hire teacher shall be classified by the Superintendent based upon the Increment schedule below. The burden of proof as to degree and hours of college credit shall rest with each new hire.

| STEP | UNITS | SALARY |
|------|---------|----------|
| 1 | 0-30 | \$50,000 |
| 2 | 31-60 | \$50,750 |
| 3 | 61-90 | \$51,500 |
| 4 | 91-120 | \$52,250 |
| 5 | 121-150 | \$53,000 |
| 6 | 151-180 | \$53,750 |
| 7 | 181-210 | \$54,500 |
| 8 | 211-240 | \$55,250 |
| 9 | 241-270 | \$56,000 |

10 Units for 1 year of teaching/work experience = maximum of 10 years/ 100 Units;
 2 Units for each college semester graduate hour credit = maximum of 50 hours/
 100 Units; (graduate hours exceeding 50 are not "banked" for future use in the Salary Schedule Credit Pool).

1 Unit for each college semester undergraduate hour credit = maximum of 25 hours/ 25 Units;
150 Units for Master's degree

*Certified School Counselors will be placed on the Initial Placement Schedule in accordance with their Master's Degree in School Counseling. They will also be able to receive compensation for each graduate credit hour required to obtain their school counseling degree that exceeds 35 credit hours. The max number of additional credit hours that exceed 35 that a school counselor may receive compensation for is 30. Compensation for each credit hour shall be \$70.

Total Maximum Units Allowed = 270

All teachers shall meet the prescribed requirements for professional growth as prescribed by the State Department of Certification.

New Hire With Experience. An experienced teacher new to the district, can bring no more than ten years of experience to the district unless approved by the Board. Teaching experience means teaching in an accredited school. A year means a full school contract term. Portions of experience may be counted toward a year of experience, if they total nine months and were in an accredited school. New hire experienced teachers must furnish official written evidence of experience and completion of course work to the business office no later than 4:00 p.m. on the last working day of July. Transcripts must be furnished to the business office no later than the last working day in August for initial placement on the salary schedule for the September Payroll. If a teacher is hired mid-year, written evidence of experience and completion of course work and copies of transcripts must be provided to the business office no later than the last working day of their first full month of employment. The newly hired employee is responsible to confirm the accuracy of his or her initial placement on the salary schedule. After the last working day in August of the first year of employment, initial placement on the salary schedule cannot be changed because of experience or credits that were not disclosed to the district on or before that date. The rule stated above also applies to current employees of the District who did not object to initial placement on the salary schedule, and placement on the salary schedule of current employees will not be changed after the last working day in August of their first year of employment.

Non-degree people will not be hired in this school district as full-time teachers.

C. PERFORMANCE EVALUATION. Refer to Board Policy 4505. Staff input will be allowed on any changes made in the evaluation process with the Board having the prerogative to change the evaluation process. Any change in the evaluation process during the year will not be effective until the start of the following year, unless the effective date of the change is sooner required by applicable law or regulation. School counselors, librarians, audiologists, psychologists and occupational and physical therapists will be evaluated through a means other than the Teacher Effectiveness Model of evaluation.

ARTICLE XI - LENGTH OF SCHOOL TERM

The school term for the school year shall consist of 181 days.

ARTICLE XII - GRIEVANCE PROCEDURE

A. DEFINITION and FORM. The word "grievance" as used in this agreement shall mean a complaint by an employee, group of employees, or the Association, (these parties are referred to in the singular or plural as the "grievant") based upon an alleged violation, misinterpretation, or inequitable application of this agreement as it applies to the conditions of employment. Negotiations for, or a disagreement over, a nonexisting agreement, contract, ordinance, policy or rule is not a "grievance" and is not subject to this section. Grievances shall be submitted on the Form shown in Appendix F.

B. INFORMAL. A grievant shall first discuss it with his/her immediate supervisor with the objective of resolving the matter informally.

C. FORMAL.

1. IMMEDIATE SUPERVISOR. If the grievance remains unresolved at the informal level, the grievant may first file the grievance with the immediate supervisor in writing within thirty days (30) after the teacher through the use of reasonable diligence, should have had knowledge of the occurrence which gave rise to the grievance. The immediate supervisor shall hold a meeting with the grievant within five days of receipt of the grievance, and respond in writing to the grievant and the SEA within seven (7) days of that meeting.

2. SUPERINTENDENT OF SCHOOLS. If the grievance is not resolved by the immediate supervisor, the grievant 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 Association representatives for a meeting to take place as soon as possible, but not later than five (5) days of the filing of the grievance. Within five (5) days of the meeting the grievant shall be provided with the superintendent's written response, including the reasons for the decision.

3. SCHOOL BOARD. Within seven (7) days after receipt of the above disposition, the grievant may, if the grievance remains unresolved, appeal to the School Board. The Board shall hold a formal hearing at the next regularly scheduled meeting and serve a written disposition of the matter on the party or parties within ten (10) days after the hearing.

4. DIVISION OF LABOR AND MANAGEMENT RELATIONS. The grievant may, if the grievance remains unresolved after the Board hearing, 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.

5. WAIVER BY AGREEMENT. Any of the foregoing appeal levels in the grievance process and/or any of the stated timelines may be waived by mutual written agreement of the District and the grievant, and the grievance will then move to the next un-waived level.

D. CLASS GRIEVANCE. Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the grievant as provided in C of this Article.

E. ASSOCIATION PARTICIPATION - EMPLOYEE REPRESENTED. The Board acknowledges the right of the grievant to request Association participation in the processing

of a grievance. The Association acknowledges the right of the grievant to refrain from having Association participation in the processing of the grievance.

F. ASSOCIATION PARTICIPATION - EMPLOYEE NOT REPRESENTED. When an employee is not represented by the Association, the Association 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.

G. NO REPRISALS CLAUSE. No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

H. RELEASED TIME. Should the investigation or processing of any grievance require that an employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released with the Employee paying the cost of the substitute for those employees called to testify for the Association.

I. FILING OF MATERIALS. All records to a grievance shall be filed separately from the personnel files of the grievant.

J. GRIEVANCE WITHDRAWAL. A grievance may be withdrawn at any level without establishing precedent.

K. DAYS DEFINED. "Days" as used in this Article shall mean working days.

L. FAILURE TO RESPOND. Failure of a grievant to comply with any time limitation shall constitute a withdrawal of the grievance. Failure of the district to comply with any time limitation shall automatically move the grievance to the next level.

ARTICLE XIII - PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

A. PROFESSIONAL DUES. Professional dues shall be withheld in eight (8) equal installments beginning with the October payroll. Professional dues payroll deduction forms must be in the business office by the first working day of October.

1. The only additions will be new teachers to the system contracted after this date has expired.

B. ANNUITIES. Annuities are available by contacting the employee's insurance agent or company, or the business office. The payroll deduction information must be presented to the Business Office on or before the 10th calendar day of the month. The annuity(ies) will become effective when approved by the 3rd party administrator.

C. INSURANCE. See Article VIII for Insurance.

D. SOCIAL SECURITY. Withholding as set by federal government.

E. RETIREMENT. A cooperative plan. Contributions being set by the State.

ARTICLE XIV - FACULTY AND/OR STAFF REDUCTION

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

A. The Board will use reasonable effort to communicate the situation confronting the district to the staff so as to allow the staff a reasonable opportunity, not to exceed ten (10) days from the date of communication, to present possible alternatives such as early retirement, normal attrition, part-time contract, contract for substitute teaching, and/or other alternatives which could accomplish the same goals. The Board shall exercise its discretion in good faith to determine that a reduction in force is necessary. This reduction in force process shall be based upon bona fide educational considerations.

B. No professional staff member protected by statutory continuing contract provisions will be non-re-employed while qualified and certificated for a position held by a person temporarily or not fully certificated by the State Board of Education or a person who has not attained continuing contract status.

C. When "B" above does not provide the total reduction necessary, the Board hereby establishes the following criteria to make the total reduction: Should it be necessary to reduce the number of employees, the administration shall recommend to the Board which position or positions shall be eliminated. Which employee or employees shall be affected by the elimination of a position will be based on evaluation team recommendations to the Board with considerations given to the following criteria (these criteria are not necessarily in the order of importance, and no single criteria will be the sole basis for reduction-in-force decision making):

- (a) student needs;
- (b) employee evaluation records;
- (c) employee qualifications;
- (d) employee certification endorsements;
- (e) employee experience in the remaining position;
- (f) State and federal mandates;
- (g) employee longevity;
- (h) financial condition of the District.

The District will adhere to SDCL 13-43-6.4 should it be necessary to reduce the number of staff. Recommendations will be determined by an evaluation team consisting of the building administrator, superintendent or his or her administrator designee, a third administrator, and three staff members covered by this Agreement selected by the SEA. The scores of the six evaluators will be averaged. If two employees attain an equal score, the employee with the longest tenure will be retained. The Evaluation Sheet to be used by District evaluators appears in the Appendix to this Agreement .

D. If the Board increases the number of teachers in the district, reinstates a position or has any other vacancy at the time after service notice of layoff, re-employment shall be extended to teachers who are laid off in reverse order to which such layoff occurred according to the provisions of this procedure. If a teacher is certificated to fill a vacant position, he or she shall be deemed qualified for such vacancy. When more than one teacher has the same recall date and is qualified for an open position, the Board may consider the evaluation team recommendation based upon the criteria established in Paragraph C above in making the re-employment decision. A teacher who has been laid off shall continue to accumulate seniority and other employment benefits during such layoff. A teacher who is returned to active employment through recall shall regain his or her accumulated benefits and be placed on the same step and lane of the salary schedule as if he or she had been continuously and actively employed. No teacher who was previously assigned to a full time teaching position shall be required to accept recall to less than a full

time position. Teachers shall be kept on the recall list for a maximum of two (2) years. Teachers will have fifteen (15) days to respond to recall.

E. Teachers who are laid off pursuant to a reduction-in-force and who have attained continuing contract status under statutory provisions are entitled to preferential treatment for "substitute teaching" positions upon notifying the Board of a desire to be placed on the list of substitute teachers. Exercise of this privilege shall in no way reduce recall rights under the provisions of this article.

ARTICLE XV - MISCELLANEOUS PROVISIONS

A. SAVING CLAUSE. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In that event, the parties to this agreement shall meet immediately and negotiate a substitute provision.


B. FORCE MAJEURE – Neither the District nor the Association shall be responsible to the other for any loss resulting from the failure to perform any terms or conditions of this Agreement, except for payments of monies owed, if a party's failure to perform is attributable to war, riot, flood, pandemic, epidemic, or other biological contagion emergency, or other casualty to the District's facilities not within the control of the party whose performance is interfered with, and with by reasonable diligence such party was unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."

ARTICLE XVII - EFFECTIVE DATE AND DURATION OF AGREEMENT

The Board and Association will meet by the first Monday in April, 2025 to negotiate: (i) salary and benefits for the 2025-26 school year; and (ii) by mutual consent of the Board and Association any language items arising due to unforeseen circumstances for the 2025-26 school year; and, will meet by the first Monday in April, 2025 to negotiate a new agreement, unless a later date is mutually agreed to by the parties. If the 2025-26 salary and benefits and/or, as applicable, the 2025-26 language items arising due to unforeseen events are not ratified by July 1, 2025 this agreement shall remain in effect until such time as a these matters are approved by the parties or the implementation of contract terms pursuant to SDCL 3-18-8.2. If a successor agreement is not ratified by July 1, 2025 this agreement, as modified in by the foregoing salary and benefit and language changes for 2025-26, shall remain in effect until such time as a subsequent contract is approved by the parties or the implementation of contract terms pursuant to SDCL 3-18-8.2.

Dated at Spearfish, South Dakota, this 8th day of April, 2024.

Spearfish School District 40-2


By: _____
President, School Board


By: _____
Business Manager

Appendix A - Teacher's Contract
Appendix B - Salary Formula
Appendix C - Extra Duty Pay Schedule
Appendix D - Health Care Plan

Spearfish Education Association


By: _____
President, SEA


By: _____
Secretary, SEA

Appendix E - Reduction in Force Evaluation Sheet
Appendix F - Grievance Form
Appendix G - Salary Election Form
Appendix H - 2024-25 School Calendar

SPEARFISH SCHOOL DISTRICT

APPENDIX A

525 EAST ILLINOIS
SPEARFISH, SOUTH DAKOTA 57783-2521

CONTRACT

This agreement and contract offered this _____ day of _____, 20____, shall become a binding contract when signed by the Teacher and the authorized officials of the School District. This contract is entered into by and between the Spearfish School District 40-2 and _____.

The Teacher certifies he/she is the holder of a South Dakota certificate number _____ issued by the Secretary, Department of Education on the ____ day of _____, 20____, and expiring on the 1st day of July, 20____.

The Teacher hereby contracts and agrees to teach _____ at _____ (building) for the 200__-0__ school term consisting of not more than one hundred ninety (190) days beginning on or about the ____ day of _____, 20____. This agreement may be modified by mutual agreement of the parties.

The teacher agrees to perform the following as extra duties and be compensated as per the negotiated agreement. Such compensation shall be included in the gross salary.

It is agreed that the compensation for the school calendar year payable to the Teacher shall be the gross sum of \$_____ to be paid in ten (10) or twelve (12) (circle 10 or 12) equal installments on the 20th of each month, minus such withholdings as provided by law and those mutually agreed upon by the parties. Salary and benefit amounts listed on this Contract may change due to ongoing negotiations for the coming school year. When negotiations are concluded and a new Negotiated Agreement is in place, any changes from this Contract will be noticed to the teacher in the form of a contract addendum.

It is further agreed that if the Teacher is unable to complete the terms of this contract due to death or disability, the School will compensate the Teacher's heirs on a prorated basis based upon the teaching days of the current year.

This contract is subject to the provisions of SDCL 13-43 and all Amendments thereto.

The teacher hereby acknowledges receipt of a duplicate copy of this Contract. This contract will be issued no earlier than March 1 but no later than April 15 and must be signed and returned to the Office of the Business Manager within 15 calendar days after the issuance of this contract. If this Contract is not returned to the Business Manager by the deadline stated above, the failure to return the Contract shall be deemed as the teacher's resignation and no further letter of resignation will be required.

Teacher

School Board President

Business Manager

SALARY SCHEDULE IN THE SPEARFISH SCHOOL DISTRICT

APPENDIX B

FORMULA FOR FIGURING SALARY:

| | | |
|----------|-------------------------|-------------|
| Base: | 2024-25 Base equals: | \$50,000 |
| Maximum: | 2024-25 Maximum equals: | \$89,419.88 |

FTE: An "FTE" is a full-time school year contract term.

1. Teachers employed under the 2023-24 Agreement will receive the following within the limits of maximum 2024-25 hours and salary:
 - A. Advancement: Returning teachers will receive an increase of \$2,270.00 to their 2024-25 Contract Salary.
 - B. Hours: Returning teachers with credits or hours documented and approved by the Superintendent which have not been compensated before and were either earned under the 2023-24 Agreement or were banked by the District under the 2022-23 Agreement will be compensated up to a total of 142 hours at \$70.00 per hour. Total hours compensated in 2024-25 shall not exceed 142. Hours must be turned in by July 1, 2024 to be reviewed for approval and, if approved, for compensation under this Agreement; any hours not turned in by July 1, 2024, if approved, may be considered for possible use if allowed under future contracts.
Transcripts must be furnished to the Business Office no later than the last working day in August for advancement to be effective starting with the September payroll. Hours will be pro-rated by FTE percentage.
 - C. A returning teacher's 2023-24 Contract Salary plus Advancement, plus Hours is the "2024-25 Contract Salary."
2. Teachers having total hours in excess of 142 are permitted to "bank" their 2023-24 approved graduate hours and excess graduate hours over 142 approved by the Superintendent for possible future use if permitted under the terms and conditions of future contracts.
3. If a returning teacher's 2024-25 Contract Salary is below the 2024-25 Step on the new-hire salary schedule in Article X (B) which is most comparable to the returning teacher's 2024-25 Units, the returning teacher will move to that new-hire Step.
4. If a returning teacher's 2024-25 Contract Salary is equal to or more than the 2024-25 comparable new-hire Step as provided in (3) above, no salary adjustment will be made.
5. The maximum full time FTE 2024-25 Contract Salary is \$89,419.88 (excluding extra duty or other assignments).
6. Teachers with less than full time FTE positions will be paid the 2024-25 Contract Salary according to the above schedule reduced to percent of FTE. Teachers with a school year contract term assigned additional time exceeding 1.0 FTE will be paid the 2024-25 Contract Salary pro-rata for additional time based on FTE percentage and maximum salary (No. 5) will be proportionately increased. Teachers with extended contract terms beyond a full-time school year FTE are paid the 2024-25 Contract Salary based on the schedule above and maximum salary (No. 5) will be proportionately increased based on contracted days (See Article VI (C)).

Extra-Duty: Any teacher that has an extra-duty assignment will be compensated according to Appendix C.

2024-25 Contract:

_____ Total 2024-25 Contract Salary = 2023-24 Contract Salary, plus Advancement, plus Hours, all as calculated in No. 1, No. 2 above and subject to No. 5 above (total may not exceed \$89,419.88 except extended contracts or FTE over 1.0). Extra duty or other assignments are in addition.

EXTRA-DUTY SCHEDULE 2024-25

Group 10
\$5,728.05 Head varsity girls basketball
 Head varsity boys basketball
 Head varsity wrestling
 Head varsity track
 Head varsity football
 Head varsity volleyball
 Middle school activity director
 *Head varsity band
 *Head forensics and debate
 Head varsity boys/girls cross country
 Cognia coordinator

Group 9
\$5,060.65 Head varsity cheerleader advisor
 Head varsity competitive dance
 Head varsity girls' soccer
 Head varsity boys' soccer

Group 8
\$4,393.25 Assistant girls' basketball
 Assistant boys' basketball
 Assistant wrestling
 Assistant volleyball
 Head softball
 Head varsity girls' golf
 Head varsity boys' golf
 Head varsity girls' tennis
 Head varsity boys' tennis
 *Head varsity choir
 *Improv team (grant funding)
 *Senior high annual (Spartan)
 *Assistant HS debate
 TeamMates coordinator

Group 7
\$4,026.18 Assistant girls' basketball
 Assistant boys' basketball
 Assistant volleyball
 Assistant football
 Assistant track
 Assistant girls' soccer
 Assistant boys' soccer
 Assistant wrestling

Group 6
\$3,425.52 Assistant football
 Assistant boys' basketball
 Assistant girls' basketball
 Assistant girls' volleyball
 Assistant cross country
 Special Olympics
 Skills USA
 We the People
 *Drama – HS fall director
 *Drama – HS musical director
 *"Lookout" advisor (grant funding)

Group 5
\$2,891.60 *Assistant HS debate
 *MS student council advisor
 *HS student council advisor
 Head middle school track
 Assistant boys' golf
 Assistant girls' golf
 Assistant tennis
 Assistant softball
 Assistant girls' soccer coach
 Assistant boys' soccer coach

Group 4
\$2,391.05 Assistant football
 7th and 8th grade girls' basketball
 7th and 8th grade boys' basketball
 7th and 8th grade girls volleyball
 7th and 8th grade competitive dance
 7th and 8th grade football
 Middle school wrestling
 Middle school cross country
 Middle school track
 * Middle school band
 Middle school knowledge bowl
 High school knowledge bowl
 Middle school annual and newsletter
 *Strength coach

Group 3
\$1,823.76 Drama – musical band director
 Drama – musical choir director
 *Middle school choir
 Intramural director
 Drama – HS assistant director
 Middle school drama
 Jazz band
 HS assistant musical director

Group 2
\$1,289.84 Drama – HS technical director
 *One-act play director
 *Prom chairperson (1)
 *Homecoming chairperson (1)
 *Junior class magazine advisor (1)
 HS band assistant director
 Middle School drama assistant (grant funded)
 HS visual arts advisor

Group 1
\$ 488.96 Sixth grade after school activities (grant)
 *Cognia Chair/Co-Chair: \$1,075 per person, or a maximum of \$2,150 per building.
 *Concession Stand Coordinator: \$875
 *Teacher Mentor: \$575
 *National Honor Society: \$575

* These duties will be assigned by the building principal and are not covered by Article VI. D. 3. of this agreement. Additional time to perform Cognia Chair/Co-Chair duties may be given at the discretion of each building principal. Extra time to perform Cognia duties may not come out of class room teaching time.

APPENDIX D

GROUP A (See Summary Plan Description on Spearfish School District Website.)

Plan covers all district employees who meet the eligibility requirements who elect to participate in the health care plan. Coinsurance amounts are for in-network services. Benefits are reduced for out-of-network services.

Single coverage: Single deductible \$1,000 – 80/20 in-network coinsurance. Maximum out of pocket expense would be \$3,000 for in-network providers.

Family coverage: Family deductible \$2,000 – 80/20 in-network coinsurance. Maximum out of pocket expense would be \$6,000 for in-network providers.

Co-Pay: \$35 copay per provider predate of service for primary care visit or specialist visit. \$250 ER visit.

New Preferred Provider Deductible and OPM for Facility charges only at:

Sioux Falls Specialty and Black Hills Surgical Hospital
Single Deductible \$500.00 – OPM \$1500.00
Family Deductible \$1000.00 – OPM \$3000.00

Single coverage: Single deductible \$2,000 – 80/20 in-network coinsurance. Maximum out of pocket expense would be \$5,000 for in-network providers.

Family coverage: Family deductible \$4,000 – 80/20 in-network coinsurance. Maximum out of pocket expense would be \$10,000 for in-network providers.

Co-Pay: \$25 copay per provider predate of service for primary care visit or specialist visit. \$250 ER visit.

New Preferred Provider Deductible and OPM for Facility charges only at:

Sioux Falls Specialty and Black Hills Surgical Hospital
Single Deductible \$1000.00 – OPM \$3000.00
Family Deductible \$2000.00 – OPM \$6000.00

Drug card for above Plans: Blue Rx Value Plus drug list on www.wellmark.com – copays apply to OPM

Tier 1 - \$8.00 co-pay per prescription
Tier 2 – \$35.00 co-pay per prescription
Tier 3 – \$55.00 copay per prescription
Tier 4 – Not covered
Specialty - \$85.00 copay per prescription

Single coverage: High Deductible Health Plan: Single deductible \$3,500 – 0% participant co-insurance. Maximum out of pocket expense \$3,500. Prescription drugs apply to the deductible.

Family coverage: High Deductible Health Plan: Family deductible \$7,000 – 0% participant co-insurance. Maximum out of pocket expense \$7,000. Prescription drugs apply to the deductible.

Co-Pay: Pay all costs until deductible amount is met.

New Preferred Provider Deductible and OPM for Facility charges only at:

Sioux Falls Specialty and Black Hills Surgical Hospital
Single Deductible \$3250.00 – OPM \$3250.00
Family Deductible \$6500.00 – OPM \$6500.00

APPENDIX E-1

| Reduction in Force Staff Evaluation Tool Key | | | | | | 1/4/05 |
|--|------------------------------------|-------------------------------------|--|--|---|--|
| Teacher Name | Certification | Education | Evaluation | Certification in Required Area | Seniority | Administration Recommendation |
| | List teacher's certification areas | 5 = MA+15 graduate hours and higher | 5 = All evaluations Meet Expectations. | 5 = meets certification Requirements | 10 = 16+ years | 3 = Very high recommendation |
| | | 4 = MA | | | 7 = 12-15 years | |
| | | 3 = BA + 45 graduate hours | | | 4 = 8-11 years | 2 = High recommendation |
| | | 2 = BA + 30 graduate hours | | | | |
| | | 1 = BA + 15 graduate hours | 1 = Currently on Plan of Assistance for Needs Improvement area. | 0 = Not certified in required area | 3 = 4-7 years | 1 = Good recommendation |
| | | | | | | |
| | | | Evaluations will be rated by the building principal/program director who supervises the teacher. | Note: If teacher is not certified in the required area, they are not eligible to teach in that area. Certification is based on current certification only. | Note: Teachers in the first three years of employment are not protected by continuing contract or the RIF policy. | Administrative recommendations are made by the building principal/program director who supervises the teacher. |

**SPEARFISH SCHOOL DISTRICT
GRIEVANCE FORM**

Name(s): _____

Date filed: _____

Position (s): _____

Date(s) of occurrence: _____

Statement of the Grievance:

Provisions of the Agreement Involved:

Remedy Requested:

Efforts made to resolve the grievance informally:

Signature of Grievant : _____

Date: _____

Level I – Immediate Supervisor

Date Received: _____

Disposition of grievance:

Signature of respondent: _____ **Date:** _____

Grievant's response:

_____ I agree with the proposed settlement
_____ I do not agree with the proposed settlement
_____ Resolution reached

Grievant

Date

Level II – Superintendent of Schools

Date Received: _____

Disposition of grievance:

Signature of respondent: _____ Date: _____

Grievant's response:

_____ I agree with the proposed settlement
_____ I do not agree with the proposed settlement
_____ Resolution reached

Grievant

Date

Level III – School Board

Date Received: _____

Disposition of grievance:

Signature of respondent: _____ Date: _____

Grievant’s response:

- ☐ I agree with the proposed settlement
- ☐ I do not agree with the proposed settlement
- ☐ Resolution reached

Grievant

Date

Level IV – Division of Labor and Management Relations

Date Referred: _____

Agreement to Waive Timelines and/or Levels:

Grievant and Superintendent may agree to waive grievance procedure timelines and/or appeal levels. Grievant and Superintendent agree the following alternate procedure shall apply for this grievance (if this section is left blank, there is no agreement to waive timelines or levels):

_____.

Grievant

Superintendent

Date

NOTICE OF ELECTION FOR ANNUALIZED SALARY

REMINDER: This form must be submitted to the District before the beginning of the work period for each school year.

This Election is for the _____ School Year

This is to notify Spearfish School District 40-2 that I have elected to have the salary for the period during which I actually perform services paid out, as follows:

_____ 10 equal monthly payments; or,

_____ (10 month, lump sum in May option): Equal monthly payments beginning in the month of September, or on the date specified in the SEA Professional Negotiations Agreement, with a final single lump sum payment in May encompassing all remaining payments due for the 10-month payment period; or,

_____ 12 equal monthly payments; or,

_____ (12 month, lump sum in May option): Equal monthly payments beginning in the month of September, or on the date specified in the SEA Professional Negotiations Agreement, with a final single lump sum payment in May encompassing all remaining payments due for the 12-month payment period.

Date: _____

Employee Signature: _____

Print Name: _____