

**2021-2024**

**NEGOTIATED AGREEMENT**

**BETWEEN**

**THE WEST CENTRAL EDUCATION ASSOCIATION**

**AND**

**THE WEST CENTRAL BOARD OF EDUCATION**

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### **Professional Agreement**

This professional agreement is entered into this 12<sup>th</sup> day of April 2021, by and between the West Central Education Association, hereinafter called the "WCEA" and the School Board of West Central School District #49-7, hereinafter called the "Board".

### **Recognition**

The Board hereby recognizes the WCEA as the exclusive bargaining representative, pursuant to SDCL 3-18-3 for classroom teachers, counselors, librarians, special education teachers and other teachers whose position requires South Dakota State Education certification. Such recognition shall be continuous from year to year unless otherwise challenged. The term "teacher" when used hereinafter shall refer to any employee represented by the WCEA in the bargaining unit as above defined. Classified and administrative personnel who hold South Dakota teaching certificates are not included in the bargaining unit.

### **Teacher Rights**

- A. Pursuant to SDCL 3-18, the Board hereby agrees that every teacher shall have freedom to join and support the WCEA for the purpose of engaging in negotiation and other lawful activities.
- B. The Board specifically recognizes the right of WCEA to invoke the assistance of the South Dakota Labor Commissioner or a mediator from such an agency.
- C. The association shall have the right to use the school buildings for professional meetings. Use of the buildings shall be scheduled with the building principal. The association shall reimburse the school district for copy/printer use.

### **Management Rights**

The board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of South Dakota and of the United States. The exercise of the foregoing shall be limited only by the specific and express terms of this agreement.

### **Definitions**

School term shall be defined as the first day for teachers to report for duty up to and including the last day for teachers, except for special teachers and coaches whose contracts require attendance both prior to the first day and after the last such work day. The contract will be 180 days which includes in-service/professional development days.

### **Contract Issuance**

Upon receipt of a written contract for the ensuing school year each employee shall be given 10 days to sign and return his/her contract. If an employee is nonrenewed the superintendent or the school board shall give written notice of nonrenewal pursuant to state law.

### Professional Compensation

A. *Salary Increase* – Salary increase for 2023-2024 - All professional certified staff will receive a 6.5% increase over their 2022-2023 salary.

B. *Activity payment* – Compensation for activities will be based upon the following guides. Years of service refers to teaching experience. Payment for the activity shall be added to the base salary and pro-rated by the number of months in the contract. If an activity is not completed, payment will be deducted from the remaining contract payments on a pro-rated basis. If a position is split, the percentage of dollar amount is split accordingly to the percentage of duties completed. If a coach takes time off during the season, without resigning their coaching position, the coach will be guaranteed the coaching position when s/he returns from leave.

<b>Activity Payment</b>			
<b>Salary Guide</b>			
<b>Years of Experience</b>	<b>Co-Curricular Base</b>	<b>Years of Experience</b>	<b>Co-Curricular Base</b>
<b>0</b>	\$37,000	<b>11</b>	\$42,300
<b>1</b>	\$37,500	<b>12</b>	\$42,600
<b>2</b>	\$38,000	<b>13</b>	\$42,900
<b>3</b>	\$38,500	<b>14</b>	\$43,200
<b>4</b>	\$39,000	<b>15</b>	\$43,500
<b>5</b>	\$39,500	<b>16</b>	\$43,800
<b>6</b>	\$40,000	<b>17</b>	\$44,100
<b>7</b>	\$40,500	<b>18</b>	\$44,400
<b>8</b>	\$41,000	<b>19</b>	\$44,700
<b>9</b>	\$41,500	<b>20</b>	\$45,000
<b>10</b>	\$42,000		

<b>Athletics</b>	<b>Head Varsity</b>	<b>Varsity Assistant</b>	<b>9<sup>th</sup> Grade</b>	<b>8<sup>th</sup> Grade</b>	<b>7<sup>th</sup> Grade</b>	<b>Middle School Assistant</b>
Football	.12	.08	.06	.06	.05	.05
Basketball (boys & girls)	.12	.08	.06	.06	.05	.05
Volleyball	.12	.08	.06	.06	.05	.05
Wrestling	.12	.08	.06	.06	.05	.05
Gymnastics	.12	.08	.06	.06	.05	.05
Track	.12	.08	.06	.06	.05	.05
Cross Country	.08	.06				
Soccer	.08	.06				
Golf (boys & girls)	.08	.06				
Cheer	.07					

Activities	High School	High School Assistant	Middle School	District-wide
Oral Interp/Declam	.06		.04	
Yearbook	.06			
Newspaper	.06			
Quiz Bowl	.03		.03	
HOSA	.06			
Play	.05		.04	
Musical	.07	.035		
Swing Choir	.03			
All-State Chorus	.03			
Band Activities	.09	.02	.03	
Color Guard	.06			
FCCLA	.085			
FFA	.085			
Junior Class Advisor	.03			
National Honor Society	.02			
Educator's Rising	.06			
Destination Imagination				.03
Student Council		Duty of school counselor		

Any additional activities' pay schedule will be set by the Administration and School Board.

C. *Payment of Salary* – Teachers shall receive their pay semi-monthly on the 10<sup>th</sup> and 25<sup>th</sup> of the month. If either of those days falls on a weekend payday will be the Friday before the weekend.

D. *Teachers new to West Central Schools* – Formula for bringing teachers into the West Central Schools:

1. New teachers entering the system with no prior teaching service will be brought into the system on step 0 of the hiring schedule.

Years of Experience	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	\$49,250	\$50,250	\$50,750	\$52,750	\$53,750	\$54,750	\$55,750
1	\$49,750	\$50,750	\$51,250	\$53,250	\$54,250	\$55,250	\$56,250
2	\$50,250	\$51,250	\$51,750	\$53,750	\$54,750	\$55,750	\$56,750
3	\$50,750	\$51,750	\$52,250	\$54,250	\$55,250	\$56,250	\$57,250
4	\$51,250	\$52,250	\$52,750	\$54,750	\$55,750	\$56,750	\$57,750
5	\$51,750	\$52,750	\$53,250	\$55,250	\$56,250	\$57,250	\$58,250
6	\$52,050	\$53,050	\$53,550	\$55,550	\$56,550	\$57,550	\$58,550
7	\$52,350	\$53,350	\$53,850	\$55,850	\$56,850	\$57,850	\$58,850
8	\$52,650	\$53,650	\$54,150	\$56,150	\$57,150	\$58,150	\$59,150
9	\$52,950	\$53,950	\$54,450	\$56,450	\$57,450	\$58,450	\$59,450
10	\$53,250	\$54,250	\$54,750	\$56,750	\$57,750	\$58,750	\$59,750
11	\$53,550	\$54,550	\$55,050	\$57,050	\$58,050	\$59,050	\$60,050
12	\$53,850	\$54,850	\$55,350	\$57,350	\$58,350	\$59,350	\$60,350
13	\$54,150	\$55,150	\$55,650	\$57,650	\$58,650	\$59,650	\$60,650
14	\$54,450	\$55,450	\$55,950	\$57,950	\$58,950	\$59,950	\$60,950
15	\$54,750	\$55,750	\$56,250	\$58,250	\$59,250	\$60,250	\$61,250
16	\$55,050	\$56,050	\$56,550	\$58,550	\$59,550	\$60,550	\$61,550
17	\$55,350	\$56,350	\$56,850	\$58,850	\$59,850	\$60,850	\$61,850
18	\$55,650	\$56,650	\$57,150	\$59,150	\$60,150	\$61,150	\$62,150
19	\$55,950	\$56,950	\$57,450	\$59,450	\$60,450	\$61,450	\$62,450
20	\$56,250	\$57,250	\$57,750	\$59,750	\$60,750	\$61,750	\$62,750

The salary of a newly hired teacher cannot exceed that which a present West Central teacher earns with comparable years of experience and the same degree according to the column on the hiring schedule. However, the board may deviate from the schedule if necessary to fill vacant positions with qualified candidates.

2. New teachers entering the system with prior teaching service (credit will be granted for over 100 days of service) will be given a year's credit for experience gained on the following basis:
  - i. Credit will be granted for each year of teaching experience up to a maximum of twenty years.
  - ii. A maximum of twenty years teaching experience will be granted for the B.A., B.A. + 15, B.A. + 30, M.A., M.A. + 15, M.A. + 30, and M.A. + 45 columns on the hiring schedule. Therefore, a teacher coming into the system with

twenty or more years of teaching experience will be placed on the twentieth step of the appropriate column of the hiring schedule.

iii. This formula will be strictly followed in compensating all new teachers coming into West Central School District. However, the board may deviate from the schedule if necessary to fill vacant positions with qualified candidates.

E. *Payment Installments* – Teachers will be paid in 20 or 24 equal installments. If there is an obligation against the check (such as, but not limited to, overuse of sick leave) the check will not be issued until satisfactory arrangements have been made with the Business Office.

F. *Summer Classes* – Teachers agreeing to teach summer classes will be paid by the hour with the hourly rate calculated as follows: contract salary divided by contract days = daily rate divided by 8 hours = hourly rate.

G. *Additional Class Load* – Compensation for additional class load shall be .15 times the salary for the teacher agreeing to teach a class instead of taking a planning period.

H. *Liability Insurance* – The school district carries liability insurance in accordance with state law.

I. *Insurance Benefits* – For eligible employees, the district will pay the following amounts towards the district sponsored health plan: \$600.00 per month toward a single policy or \$750.00 per month toward a family policy. There will be no monetary benefit for those who do not take the insurance. The School District will pay the cost of a term life insurance plan with benefits of \$20,000 for each employee that is eligible and chooses to participate. Insurance rates will be considered financial in nature and as such will be negotiated whenever the financial portion of the negotiated agreement is opened.

J. *Wellness* – Teachers who do not miss school due to illness for the entire year will be eligible for a bonus equal to one day of pay at the certified short-term substitute rate.

K. *Stipend Rates* – Stipends for other duties will be at a rate of \$15.00 per hour non-contact and \$18.00 per hour when students are present. Such duties may include, but are not limited to, extended learning time, committee meeting pay, in-service/professional development and subbing for another teacher.

L. *Other Rates* – Mentor teacher, \$500; residential alternative setting, \$1,000.

M. *Extended Contracts* – Teachers will be paid in the following manner when their duties are extended beyond the normal contract period: contract salary / contract days = daily rate x number of days on extended contract = additional salary.

#### **Professional Advancement and Certification**

A. *Advancement* – Each teacher as they qualify for advancement as described in items B-F will receive additional compensation as noted in item G of this section. In order to receive this

compensation on the current contract, an application must be completed with the appropriate attachments and submitted to the superintendent prior to September 1<sup>st</sup>.

- B. *BA + 15* – All credits including undergraduate, graduate (including masters degree program) and Department of Education renewal credits earned that are to be used to advance to the BA + 15 column must have the approval of the superintendent. Application forms are available in the superintendent's office.
- C. *BA + 30* – In order to advance to the BA + 30 lane the credits employees obtain must meet the following criteria: out of the 30 total credits – 20 must be graduate level coursework in the K-12 related education field. Out of the aforementioned 20 graduate level credits – 8 of the credits need to be in the employee's curriculum area(s). The superintendent will have the authority to waive the number of hours in areas where there are limited course selections. Application forms are available in the superintendent's office.
- D. *MA* – When a teacher has completed an approved master's degree program by January 1 of the current school term, he/she shall receive one half year's compensation of the attained step with the M.A. column. Application forms are available in the superintendent's office.
- E. *MA + 15, MA + 30, and MA + 45* – The credits earned for the MA + 15, MA + 30, and MA + 45 lanes must be graduate credits, in the field of education, and have the approval of the superintendent. Application forms are available in the superintendent's office.
- F. *Certificate Renewal* – A teacher's contract shall be declared invalid if the teacher does not renew the teaching certificate by the beginning of the school term.
- G. *Lane Compensation* –
  - 1. Additional \$1,000 to the BA salary for a BA + 15
  - 2. Additional \$500 to the BA + 15 salary for a BA + 30
  - 3. Additional \$2,000 to the BA + 30 salary for a MA
  - 4. Additional \$1,000 to the MA salary for a MA + 15
  - 5. Additional \$1,000 to the MA + 15 salary for a MA + 30
  - 6. Additional \$1,000 to the MA + 30 salary for a MA + 45

#### **Summer Staff Development and Curriculum Development Proposals (K-12)**

- A. Summer proposals for staff development and/or curriculum development shall be made in writing to the appropriate district-wide committee for consideration. Approval for such proposals will be made by the administration with recommendations from the appropriate committee membership.
- B. The board of education will provide the Non-contact Hourly Stipend Rate to individuals who submit proposals designed to improve curriculum and instruction of this district. Proposals to design such things as lesson plans for existing courses would be discouraged. Sixty hours will be the maximum amount of time allotted for any one proposal. The goal is to improve curriculum and instruction; not to provide full time summer employment.
- C. The proposal should include the following items:

1. statement of need
2. how the need was identified
3. summary of the activities that will take place
4. anticipated outcome
5. projected amount of time necessary to complete the project
6. detailed estimate of anticipated cost to the district
7. plan for evaluating the outcome

### **Professional Dues and Payroll Deductions**

The Board agrees to deduct dues for membership in the WCEA from a teacher's salary as said teacher individually and voluntarily authorizes the board to deduct. Any teacher may authorize the deduction of such membership dues through the WCEA representative. WCEA must submit membership authorizations to the Business Office by September 1. Later authorizations to the Business Office will not be accepted.

A form will be sent out with the teaching contracts in the spring of each year, allowing employees to opt for a payroll deduction contribution to the Sunshine Fund. This form will be returned with the contract. Employees who do not wish to have this deducted from their payroll check may choose to contribute to the Sunshine Fund in another way.

### **Teaching Assignments**

- A. *Duty Hours* - The teacher's duty hours shall be from 8:00 a.m. to 3:50 p.m.
  1. On Fridays, days of emergency dismissal, or on days preceding holidays or vacations, the teacher's day shall end 10 minutes after the students are dismissed. If the high school schedule allows students to be dismissed before elementary students, then high school teachers will be dismissed at the same time as elementary teachers.
  2. Any teacher may make arrangements with his/her immediate supervisor to leave earlier than the time set.
  3. Payment of contract day is considered from 8:00 a.m. to 3:50 p.m. regardless of early dismissal on Fridays, emergency dismissal, or on days preceding holidays or vacations.
- B. *Planning Period* - There shall be a planning period every day for each teacher in grades PreK-12 to be scheduled with the building principal.
- C. *Assignments* - Teachers shall teach in their area of certification, and the major teaching assignment area shall be listed on the teacher's contract. Discussions of assignment change will occur between the administrator and affected teacher(s) prior to the change. The administrator will make the final decision.
- D. *Additional Preparations* - No secondary teacher shall have more than four preparations a day in the secondary academic subjects, subject to such additional preparations for which the teacher may volunteer. Each modified, accelerated, and enriched class requiring different preparation shall be considered a single preparation.

E. *Lunch Period* - Each teacher shall have twenty-five minutes away from students to eat lunch. This time will not be taken from planning time.

#### **Duties**

Teachers will be required to attend all faculty meetings unless excused due to conflicting assignments. Teachers excused from a meeting will be held responsible for information discussed or released at said meeting.

#### **Classroom Instructor Cameras**

The classroom instructor has the authority to initiate camera and audio abilities and recordings, with the exception of an emergency circumstance in which administration must utilize the camera. Any camera recordings will not be used for evaluation purposes, and teachers have the right to review all of their classroom recordings.

#### **Open Houses/Conferences**

- A. Teachers who work more than one open house may use the extra open house as a duty toward the second personal day.
- B. When the building principal deems it necessary for a teacher to be present at more than one parent teacher conference session, the teacher may use the additional session as a duty toward the second personal day or be paid at the Non-contact Hourly Stipend Rate

#### **Information Required for Personnel Records**

- A. A personnel folder for each teacher will be kept in the superintendent's office. New teachers will be responsible for seeing that the following information is given to the superintendent's office for inclusion in the folders:
  1. A completed application form
  2. Copy of teaching certificate from the Department of Education
  3. Original or copy of college transcripts
- B. Each teacher shall be made aware of and shall have access to official personnel files kept at the Superintendent's office which relate to the teacher. The teacher may have a free copy of any material in the file upon request. In addition, the Board agrees that no material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge having read such material by signing the copy to be filed. The signature merely signifies that the teacher has read the material to be filed. Such signature does not mean agreement with the content. If the teacher does not agree with statements in the file, the teacher may submit a demurral statement of objection. This statement, to be signed by the teacher, shall be attached to the appropriate file copy within ten working days.
- C. Payroll files for items such as insurance applications, South Dakota Retirement Applications, Annuities, I-9s, w-4s, and other types of payroll deductions are kept in the

Business Office.

**Vacancies and Promotions**

- A. Any vacancy or new position for an educationally certified position in the district will be posted internally before being posted externally. Any interested teacher shall complete the internal application process. This in no way shall limit the Board in its consideration of all qualified applicants.
- B. The written notice of each vacancy shall include a job description stating the minimum requirements necessary for that position.

**Staff Development Beginning of the School Year**

- A. The West Central School District shall conduct staff development sessions before the beginning of the school term.
- B. All teachers who miss the staff development day(s) shall be deducted that day's pay unless excused by the Superintendent or his/her designee.

**Staff Development During the School Year**

- A. Release time (early dismissal of students) may be granted for the staff to attend meaningful presentations, to work on curriculum planning, or to work on other school related tasks.
- B. All teachers who miss the teachers' staff development shall have their pay deducted pro rata from their next scheduled pay check unless excused by the Superintendent or his/her designee.

**Absences and Leave**

- A. *Sick Leave*
  - 1. If a teacher is unable to be on the job due to personal illness or disability, the teacher may take sick leave with full compensation.
  - 2. The teacher shall notify the superintendent's designee by 6:00 a.m. if not working that morning.
  - 3. The time allowed for sick leave shall be ten (10) days per school term with unlimited accumulation. One-half day is the minimum sick leave period. Teachers who are less than full-time will have their sick leave prorated accordingly.
  - 4. Sick leave will not be carried in from previous schools outside of the district in which the teacher has been employed.
- B. *Bereavement Leave*
  - 1. A total of five days leave with full compensation may be taken by a teacher in each school term for death(s) in the teacher's immediate and extended family which includes father, mother, spouse, brother, sister, son, daughter, grandparents, great-

grandparents, aunts, uncles, nieces, nephews, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-children, step-parents, and permanent members of the household.

2. Teachers may use sick leave for additional bereavement leave for "immediate family members" as defined father, mother, spouse, brother, sister, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, and permanent members of the household.
3. One-half day is the minimum bereavement leave period. Teachers who are less than full-time will have their bereavement leave prorated accordingly.

*C. Family Illness Leave*

1. "Immediate family" shall be defined as in bereavement leave.
2. A total of five days leave with full compensation may be taken by a teacher in any school term for serious illness of a member of the teacher's immediate family.
3. One-half day is the minimum family illness leave period. Teachers who are less than full-time will have their family illness leave prorated accordingly.

*D. Absences due to Funerals and Sickness not covered in Item B or C above.*

1. A total of one day leave with full compensation may be taken in any one year for funerals and sickness not covered in items B or C.
2. One-half day is the minimum leave period. Teachers who are less than full-time will have their leave prorated accordingly.

*E. Parental Leave*

1. The teacher shall notify their immediate supervisor of the beginning date of parental leave as early as possible. The leave shall have an approximate beginning and ending date.
2. A teacher is entitled to thirty (30) days off for the birth of their child or placement of a child in their care by adoption. A teacher's acquired sick leave and family illness leave may be used during the thirty (30) days. The thirty (30) days begins the day the baby is born or when the mother is certified by her physician as unable to work, or when the child is placed for adoption. The thirty (30) days must be continuous from the point of commencement and are only allowed for contract days. For the calculation of the thirty (30) days, Saturdays and Sundays will be excluded; all other days, including days school is not in session, will be counted toward the limit.
3. A teacher may take additional leave in accordance with the district's FMLA policy.

*F. Personal Leave*

1. Certified staff members will be granted one (1) personal day and can earn up to three (3) additional personal days subject to the following conditions.
2. Staff members shall submit a request for leave on the appropriate school district's absence/travel leave request form. The request must be submitted to the building principal and superintendent for approval at least three (3) working days in advance of the anticipated absence. In cases of emergency, the staff member shall make

application as far in advance of the anticipated absence as possible.

3. One-half day leave is the minimum personal leave period. Teachers who are less than full-time will have their personal leave prorated accordingly.
4. Leave shall not be granted on conference days or in-service days. Personal leave may be granted for days before or after a no school day; however, no more than 30% of the teaching staff per site may be absent at any one time.
5. Personal leave may not be granted on any day when in the opinion of the administration the educational process would be unnecessarily disrupted.
6. A leave request under this policy need not state the reasons for which leave is sought.
7. Staff may work extra-curricular duties to qualify for a one (1) or two (2) additional personal leave days as defined below.
  - i. To qualify for a one (1) extra day of personal leave the staff member must work at least 8 hours of extra-curricular activities at no salary. Those working over 8 hours may submit a voucher to the business office to receive standard activity pay for the hours worked above 8.
  - ii. To qualify for two (2) extra days of personal leave the staff member must work additional hours to achieve a total of 16 hours. Those working over 16 hours may submit a voucher to the business office to receive standard activity pay for the hours worked above 16.
  - iii. The district administration will determine eligible events.
  - iv. The staff member shall submit a request for participating in the additional personal leave program prior to the beginning of each school year. Assignments for working extra-curricular activities will be made by the business office or its designee. Any trading of assignments must be pre-approved by the business office or its designee.
  - v. If the administration cannot identify working assignments for a staff member, the staff member will not be penalized and will retain their personal day.
8. An employee with ten (10) years or more of consecutive employment with the district may surrender two (2) days of sick leave in exchange for a maximum of one (1) personal leave day. Staff members will submit this request prior to the beginning of each school year.
9. Those teachers who elect not to use their personal leave days shall be compensated at the rate of certified short-term substitute pay for each unused day, with a maximum of two (2) days per year.
10. Staff members may choose to carryover one (1) unused personal day into the following school year instead of being compensated for the day; however, in any one year no more than four days will be allowed for personal leave.

**G. Jury Duty**

1. Any teacher called to serve on the jury on a contract day shall receive full compensation and transfer the per diem received for such jury service to the school

district.

2. Since jury service is a citizen's responsibility, the Board shall not assume expense entailed with such service.
3. Notice of call of jury duty shall be given the Principal upon receipt of Notice from the Court.

*H. Military Leave*

The district will comply with the provisions of the Military Leave Policy GCBDD as located in the district policy manual.

*I. Legislative Leave*

1. A teacher may take legislative leave under the conditions herein provided:
2. Teachers shall not receive their teaching salary during the period they serve in the legislative session or when being paid for other legislative duties, but shall not lose medical insurance benefits.
3. One-half day is the minimum legislative leave period.

*J. Long Term Leave*

1. Upon request, long-term leave without pay and benefits may be granted to a teacher for one school year for the following reasons:
  - i. continuing education
  - ii. personal health
  - iii. family
2. Employees may not remain on health insurance plans while on long-term leave.
3. Any teacher who has taught in the West Central School System for a minimum of five school terms may apply for this leave. A teacher may utilize this benefit only one time during his/her tenure at West Central.
4. Notice to the principal shall be given by April 1 of the preceding school term.
5. The teacher shall notify the Superintendent in writing by March 1, immediately prior to the end of the leave period, of his/her intentions for the upcoming school year. If said teacher makes no contact with the Superintendent by March 1, the position will be considered open.
6. Upon return all accumulated sick days to the maximum allowed will be reinstated and the salary placement will be one step higher than prior to the leave subject to maximum number of steps.

*K. Professional Leave*

Professional leave with full compensation may be granted for teachers to attend professional development opportunities that the administration deems important to the educational program.

*L. Association Leave*

A total of five days will be granted to the WCEA for association business such as local, state, and national conferences or other business pertinent to association affairs. This may be taken in

increments of no less than 1/2 day. A written request for leave must be submitted from the WCEA President to the Superintendent.

*M. Other Absences not specified above*

Absences for circumstances or responsibilities not specified above must be approved by the Superintendent of Schools. In these instances, pay will be deducted at the daily contract rate from the teacher's wages.

*N. Authority*

The superintendent shall have the authority to make decisions relating to the interpretation and application of the above rules.

**Sick Leave Assistance Plan**

- A. A teacher who has exhausted their personal leave and sick leave may apply to use sick leave available through the sick leave assistance plan.
- B. Upon hire, all teachers will become members of the sick leave assistance plan. Teachers will contribute one (1) day of their sick leave in their third year, and one (1) day in their fifth year of employment.
- C. Teachers may not withdraw from the plan.
- D. As demands are placed on the plan, each participating teacher agrees to contribute the necessary days in uniform, equal installments, not to exceed two (2) days per year per teacher.
- E. Participants who are not drawing sick leave assistance from the plan and are unable to contribute the necessary days when called for must contribute the days when they become available.
- F. A teacher must exhaust his/her sick leave accumulation before requesting assistance from the sick leave plan. The request can be made by submitting a written application to the principal of his/her building.
- G. Application for sick leave assistance shall be reviewed by a committee consisting of the superintendent, business manager, building principals and one teacher from each building. The superintendent shall have the final authority for granting sick leave assistance.
- H. The superintendent and business manager are responsible for the decision-making process regarding the granting or denial of requests for sick leave assistance. Sick leave assistance may be granted for an employee's prolonged illness or an emergency medical situation.
- I. If a birth mother had a pregnancy related emergency prior to delivery, the employee may use up to five days from the sick leave assistance plan for maternity leave. The use of sick leave assistance must be within the period allowed as described in Parental Leave.
- J. The business manager or their designee will be responsible for keeping track of the sick leave bank.

- K. No assistance shall exceed a total of twenty (20) days the first year and thirty (30) days thereafter for any one (1) school year.
- L. A teacher shall draw from the plan only on his/her own personal illness or disability.
- M. Teachers shall not draw from the plan until they have made application for the plan and it is approved by the committee.
- N. The teacher shall receive full compensation while drawing from the plan.

### **The Family and Medical Leave Act**

The district will comply with the provisions of the Family and Medical Leave Act Policy located in the district policy manual.

### **Grievance Procedure**

#### *A. Definitions*

- 1. A grievance is a complaint by the association, a teacher, or a group of teachers based on an unresolved employer/employee dispute or an alleged violation, misinterpretation or inequitable application of any provision of this agreement.
- 2. A "teacher" is any member or group of members of the negotiations unit as defined in the Recognition.
- 3. "Days" shall mean working school days unless otherwise designated.
- 4. An "aggrieved person" is a member of the WCEA making the complaint.
- 5. "Party in interest" is the aggrieved person and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.
- 6. A grievance must be filed by the complainant within 20 days after the complainant knew or should have known of the action giving rise to the grievance.

#### *B. Purpose*

- 1. The purpose of this procedure is to secure, at the lowest possible level, equitable resolution of grievances.

#### *C. Time Limits*

- 2. Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- 3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

#### *D. Procedure*

1. Any aggrieved person may as an individual or with a representative of the WCEA discuss and resolve the matter informally with the Principal provided that the resolution is not inconsistent with terms of this agreement. The Principal shall immediately inform the WCEA president, the superintendent, and the board in writing of the nature of the grievance and its resolution and a copy thereof placed in the grievance file. Grievance will not be placed in an individual's personnel file.
2. Formal:
  - i. Level I: If an aggrieved person is not satisfied with the informal disposition of the grievance, the grievance shall be filed in writing with the Principal. The Principal shall arrange a meeting with the aggrieved person and the WCEA designated representative(s) to take place within five (5) school days. After the meeting, the Principal shall render a decision in writing to the aggrieved person and to the representative(s) of the WCEA, the Superintendent, and the Board and a copy thereof placed in the grievance file. If a grievance results from a decision by the superintendent or the board, it shall be initiated at Level II.
  - ii. Level II: If the grievance is not resolved at Level I, or if no written decision has been rendered within five (5) school days after presentation of the grievance, the WCEA and/or the aggrieved person may file the grievance in writing with the superintendent within five (5) school days after the decision at Level I or ten (10) school days after the grievance was presented, whichever is sooner. The superintendent shall arrange a meeting with the aggrieved and the representative(s) of the WCEA within five (5) school days after the grievance has been filed. Within five (5) school days after said meeting, the superintendent shall render his/her decision in writing to the aggrieved person and to the representatives of the WCEA, the board, and a copy thereof placed in the grievance file.
  - iii. Level III: If the grievance is not resolved at Level II or if no written decision has been rendered within eight (8) school days after presentation of the grievance, the WCEA and/or the aggrieved person may file the grievance in writing with the Board within ten (10) days of the decision or eighteen (18) days of filing the grievance at Level III. The Board shall schedule a hearing within ten (10) days of receipt of the grievance. The Board shall render a decision in writing within fifteen (15) days of the hearing to the aggrieved person and to the representatives of the WCEA, the superintendent, and a copy thereof placed in the grievance file.
  - iv. Level IV: If the grievance is not resolved at Level III or if no written decision has been rendered within twenty-five (25) days after the presentation of the grievance, the grievance may be submitted to the South Dakota Department of Labor.

*E. Rights of Teachers to Representation*

1. Any party or parties in interest may be represented at all stages of the grievance procedure by his or her representative, or, at his/her option, by a representative(s) selected or approved by the WCEA.
2. No reprisals of any kind shall be taken by the Board or its representatives against any party in interest, the WCEA or its members, or any other participant, in the grievance procedure by the reason of such participation.

*F. Miscellaneous*

1. If, in the judgment of the WCEA, a grievance affects a group or class of teachers, the WCEA may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II.
2. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and WCEA and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Meetings and hearings under this procedure shall include only the parties in interest, their designated or selected representatives, and witnesses. No meetings or hearings under this procedure shall be conducted in public.
6. When it is necessary for an aggrieved person and/or a representative(s) of the WCEA to attend a meeting or a hearing called during the school day, the Superintendent's Office shall notify the appropriate principals. If the end result of the grievance is that the district is at fault the employee may be credited back leave taken for those meetings.
7. Any material used by either party to clarify the grievance must be made available to the other party.
8. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
9. Notwithstanding the time limitations stated above, extensions of time may be made by stipulation of both parties.
10. No reprisal shall be taken against an employee because of a grievance.

**Reduction in Force Policy**

Whenever, in the judgment of the board, it is advisable to reduce positions in the district, the following procedures will be used:

- A. The board will attempt to communicate the situation confronting the district to the WCEA so as to allow a reasonable opportunity, not to exceed one week from the date of communication, to present possible alternatives such as early retirement, part-time

contracts, substitute status contracts, and/or alternatives which could accomplish the same goal.

- B. In the event of a reduction in force, the following criteria may be used by the superintendent to determine the recommendation of the school board. The following criteria are not listed in order of importance:
  - a. Evaluations
  - b. Programs to be offered
  - c. Additional skills or certification above and beyond the required qualifications which would be of value to the district
  - d. State or federal laws that may mandate certain employment practices
  - e. Recommendations of administrative staff
  - f. Co-curricular activities
- C. When the above paragraph does not apply in the district, the Board hereby establishes the following criteria (not necessarily in order of priority) to be used in determining which teachers will be affected by reduction in force: student needs, financial condition of district, priority of programs, program competency, qualifications, certifications, longevity, education background and other relevant considerations.
- D. Recall, when and if openings occur after the before-mentioned layoffs occur, the laid-off teachers shall be notified, within 24 months and shall be granted an interview for that position. If the teacher is rehired, he/she will be placed on the salary schedule where he/she left off. The economic factor shall not be used as criteria in hiring for this position.

#### **Evaluation Policy**

The School Board will maintain an evaluation policy and the district staff will adhere to said policy.

**Duration**

The language provisions of this agreement shall be effective from August 15, 2021 to August 14, 2024, barring any change in state or federal mandates or funding sources.

The financial provisions of this agreement shall be effective from August 15, 2022 to August 14, 2023, barring any change in state or federal mandates or funding sources.

Unless otherwise specified, the contents of this agreement may not be re-negotiated during the term of the agreement except by mutual consent.

**Authorization**

This agreement shall be the accepted guide and policy for the WCEA and the Board of Education and these agreements shall take precedence and priority over all other policies and regulations made by the Board. In witness where of the parties thereto caused this agreement to be signed by their respective presidents and attested by their respective secretaries on the day and year written:

West Central Board of Education

By Misen McGillivray  
Board President  
By Kimberly Strom  
Business Manager  
Date 04/10/2023

West Central Education Association

By Cindy Schumacher  
WCEA President  
By Anthony Payne  
WCEA Treasurer  
Date 3-24-2023