

# PROFESSIONAL AGREEMENT

This agreement is entered into this 14th day of April, 2025, by and between the Garretson Teachers Association, hereinafter called the "Association," and the School Board of Garretson School District 49-4, hereinafter called the "Board." This agreement shall remain in full force and effect until June 30, 2026.

## ARTICLE I

### RECOGNITION

Pursuant to the provision of SDCL 3-18, the School Board of School District 49-4, Garretson, South Dakota, hereinafter referred to as the "Board," recognizes the Garretson Teachers Association, hereinafter referred to as the "Association," as the sole and exclusive representative for all Certified Personnel, hereinafter referred to as "Teachers," except the Superintendent, Business Manager, Technology Coordinator and Principals.

The term "Teacher," when used hereinafter, shall refer to all employees represented by the Association in the bargaining unit as defined above.

The Board agrees not to negotiate with any other employees' organization, individual employee, or group of employees with regard to grievance procedures, rates of pay, wages, hours of employment, or other conditions of employment as they apply to teachers. Those rights granted to the Association by this Agreement shall not be granted to another teacher organization unless challenged pursuant to SDCL 3-18-5.

Pursuant to SDCL 3-18 such recognition shall be continuous.

## ARTICLE II

### COMPENSATION

#### 1. Salary

- A. The initial salary of all new teachers shall be at such a point as may be agreed upon by the person and the Board and limited by the number of steps on the hiring schedule.
- B. A teacher shall be classified as (BA/BS), (BA/BS + 15), (BA/BS + 30), (MA/MS), (BA/BS + 45 or MA/MS + 15), or (BA/BA+60 or MA/MS+30). Credits to qualify a teacher for a higher salary classification must be college graduate credit. Credits can also be undergraduate college credit that applies to the teacher's area of instruction. Undergraduate and duplicate course work is subject to administrative approval prior to the teacher taking the class.
- C. Any teacher who will qualify for a new salary classification must notify the Superintendent by April 1 of the preceding school year. After classes are completed for the BA/BS + 15 or BA/BS + 30 lanes, an increase of \$650.00 (pro-rated if during the academic year) or an increase of \$325.00 for the MA/MS or BA/BS + 45/MA/MS + 15 lanes will occur in the pay period following the regular scheduled board meeting. Teachers who qualify for the BA+45 classification will have a total increase of \$650. Teachers who qualify for the MA/MS+30 or BA/BS+60 classification will have an increase of \$650. Official transcripts must be submitted prior to Board approval of a new contract.
- D. Teachers who attain National Board Certification through the National Board for Professional Teaching Standards will be eligible for a salary adjustment of \$1,000 for ten years after attaining the honor of National Board Certification. In order to be eligible for the salary adjustment, the NBPTS certified teacher needs to maintain that certification for every year in which the adjustment is made. Teachers who attain National Board Certification after July 1, 2025 will not be eligible for the stipend due to a change in State Law.

E. The hiring schedule is contained in Appendix B. The Board reserves the right to make appropriate market adjustments to the hiring schedule or salaries in order to hire and retain the best staff available.

F. Teachers shall be paid on the 15th and 30th of each month. Payment will be made via direct deposit into a bank account of the employee's choosing.

G. The school calendar shall consist of one hundred eighty (180) days.

1. The MS / HS Counselor's contract shall be extended by 10 days. The Counselor will be paid at their daily rate.
2. The Elementary Counselor's contract shall be extended by 5 days. The Counselor will be paid at their daily rate.

H. For the 2025-2026 school year, each teacher will receive a flat \$1,050.00 increase to their 2024-2025 salary. The Step 1 BA level shall be- \$48,690.00

I. The Board reserves the right to increase base salaries of GTA members and adjust the base in Appendix B – Hiring Schedule upward if it is determined that the District is out of compliance with financial accountabilities as defined in SDCL without re-opening negotiations with the GTA. If this instance occurs, GTA members will be notified of the change in their base salary in writing.

## 2. Insurance

A. As part of the teacher's compensation, the Board shall contribute a total of \$676 per month from September through August for each teacher actively employed or on paid leave for the purchase of major medical insurance, dental insurance, vision insurance, or a combination of the three. If the teacher selects a qualifying High Deductible Health Plan, any remainder of the Board's 12-month premium contribution shall be deposited into the teacher's HSA on the first payroll date in September. The Board shall payroll deduct additional amounts upon request by the teacher and transmit them with the above compensation to the carrier.

### B. Retiree Insurance Eligibility

Employees who have worked for the Garretson School District ten (10) years and early retire under the SD Retirement System guidelines between the ages of 55 and 64, inclusive, may continue health and dental coverage for themselves, their spouse and their covered dependents under the school's group insurance plan, for a period of three years from the date of retirement or the employee's 65<sup>th</sup> birthday, whichever comes first. The spouse of a 65 year old employee may remain on the group health plan until he or she reaches age 65 provided the full premium is paid as provided herein.

### Retiree Enrollment and Effective Date

Employees must notify the Garretson School District of their intention to continue group insurance coverage within sixty (60) days of their retirement. Subject to the preceding paragraph, insurance coverage will continue as long as the retiree has elected to continue coverage and there is no break in coverage. The retiree is responsible for paying the full monthly premium, as set by the carrier, to the school Business Manager by the 15th of the month prior to coverage. Checks shall be made payable to the Garretson School District. The retiree will be notified of any policy changes, as well as premium increases.

### Retiree Termination of Coverage

Coverage will end on the earliest of the following dates:

- (a) The end of the month for which the retiree has made contributions, if the covered retiree fails to make the next required contribution;
- (b) The last day of the month that the covered retiree elects to be terminated from the Plan;
- (c) The date that the covered retiree becomes eligible for Medicare (currently, the first of the month of the

retiree's 65th birthday); the date this Plan is terminated with respect to the company, and there is no successor plan;3. Extra-Curricular Duty Pay (See Appendix C for the Schedule)

The extra-curricular pay schedule shall be based on a percentage of the Base Hiring Schedule, as established in Appendix B, BA step 1. The experience stays going down to a lower level position (i.e. head to assistant or 7-8) while one-half (1/2) of the experience stays going to a higher level (i.e. 7-8 to assistant and/or assistant to head)

#### 4. Other Extra Pay

- A. A teacher who volunteers or is assigned to work as a scorekeeper, timer, official, and/or line judge shall be paid as follows:
  - 1. Scorekeeper and timer shall be paid \$20.00 per game/match.
  - 2. Officials and line judges shall be paid \$35.00 per game/match.
  - 3. Ticket takers will be paid \$20.00 per night. For double headers, they will be paid \$40.00 per night.
  - 4. Staff supervisors and/or videographers will be paid \$20.00 per night. For double headers, they will be paid \$40.00 per night.
  - 5. On-Staff substitute coaches will be paid at a rate of \$50 per event when there is a conflict in schedule with the regular coach
- B. A substitute teacher shall be obtained by the Administration in the absence of a teacher at the discretion of the Administration. Teachers shall not be asked to cover for teachers absent from their prescribed duties unless there is no other way to cover the absence. Teachers will be compensated at a rate of \$20.00 per period when covering classes for another staff member
- C. Payment of all approved extra pay will be made after a voucher has been completed and approved by the Board. Payment will be made in October, December, March, and June pay-checks. The check or check stub should indicate the payment.
- D. The District will reimburse volunteer coaches for the cost of SDHSAA certification, for volunteer coaches only.

#### 5. Other Compensation

- A. Payment of Leave - A teacher may accumulate one hundred eighty (180) days of leave. Upon termination of employment, a teacher who has taught ten (10) years in the system may sell back accumulated leave days in excess of fifty (50) days at a rate of \$30.00 per day. After twenty (20) years of service, fifty (50) is reduced to twenty-five (25) and after thirty (30) years, all days may be sold back. The teacher will receive this pay on the last payroll date in June for the corresponding year. In addition, at the end of each year, any days over 169 will be paid back at a rate of \$35.00 per day.
- B. The District will reimburse staff members up to \$1,000.00 annually for tuition reimbursement for coursework completed as part of a course of study in a District approved Graduate Program or for reimbursement for testing expenses incurred in pursuit of National Board for Professional Teaching Standards initial certification.
- C. Replacement of Personal Property Due to Student Destruction. In the event that a student(s) damages or destroys the personal property of an educator (including but not limited to clothing, educator purchased classroom materials, classroom decorations, technology, etc), the District shall reimburse the educator per incident at the cost of replacement up to \$300 annually for personal property and up to \$500 annually for prescription eyewear



## 6. Professional Dues and Payroll Deductions

- A. The Board agrees to deduct dues for membership in teacher professional organizations (i.e., NEA, SDEA, and GTA) from a teacher's salary only if said teacher individually and voluntarily authorizes the Board to process the deduction. Any teacher may authorize the deduction of such membership dues through a GTA representative. GTA must submit membership payroll deduction authorizations to the Business Office by September 1. Any authorizations submitted to the Business Office after that date will not be accepted. Payroll deductions would begin on the first payroll date following the September 1 deadline. In the event a teacher does not fulfill the current contract term, any remaining membership dues owed at the time the last paycheck is processed will be deducted at that time.

## ARTICLE III

### LEAVES

#### 1. Immediate Family

The immediate family is defined as: husband, wife, mother, father, brother, sister, children, grandchildren, grandparents, parents and grandparents of the teacher's husband or wife, and any permanent member of the employee's household. The Superintendent of Schools will determine who is a permanent member of the employee's household and will not be subject to a grievance.

#### 2. Leaves

- A. Commencing with the first day of school, each full time teacher shall receive ten (10) days leave with full compensation.

If a teacher uses in excess of their accumulated leave, the teacher shall receive a salary deduction at the rate of 1/180 of their salary per day. Leave may not be taken for less than one half (1/2) of a work day.

Rationale for additional days must be provided. All decisions, relative to rationale, for granting additional days of leave will be made by the Administration and are not subject to a grievance. (Cross Reference - Article II - 5 - Other Compensation - Payment of Leave)

- B. After the third day of a teacher's absence from work, the Board or Administration may require a physician's statement certifying disability or illness. If there is a physician's fee for a statement certifying disability or illness, the fee will be paid by the Board. The Board may require an examination by a doctor designated by the Board, and the Board may grant or deny sick leave on the basis of a recommendation resulting from such examination. This examination may be required when, in the opinion of the Board or Administration, the illness, sickness, or disability is adversely affecting the teacher's classroom performance. The examination would be conducted by an appropriate specialist. The fees charged by the Board-designated doctor will be paid by the Board.
- C. All current or cumulative leave shall be cancelled upon termination of employment, subject to Article I, section 5 above. Notwithstanding Article I, section 5, in the case of involuntary termination, all leave will be cancelled without payment
- D. A teacher desiring sick leave shall notify the Principal by 7:00 a.m.
- E. All accumulated leave beyond the ten (10) days granted at the beginning of the year shall be considered as "sick leave" and may only be used in the case of the illness of the employee or as "family sick leave" in which the employee cares for an immediate family member who is ill. Any paid leave beyond sixty (60) days may only be used in the case of a serious health condition of the employee. An exception may be granted based on the recommendation of the Superintendent and approval of the

Board. The decision to grant or deny an exception shall not be grievable.

For the purposes of this agreement, a serious health condition is an illness, injury, impairment or physical or mental condition that involves:

1. an overnight stay in a hospital, hospice or residential medical care facility, or a period of incapacity requiring absence from work, school or other regular daily activity for more than three consecutive full calendar days and continuing treatment by a health care provider;
2. pregnancy or prenatal care;
3. chronic conditions which require periodic visits for treatment by a health care provider (at least twice per year) and continues over an extended period of time and may cause episodic rather than continuing incapacity;
4. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective which is under the continuing supervision of a health care provider (e.g. stroke, Alzheimer's, terminal stage of a disease); or
5. any periods of absence to receive multiple treatments by a health care provider for restorative surgery or for a condition that would likely result in a period of incapacity of more than three full calendar days in the absence of medical treatment (e.g. chemotherapy, physical therapy, radiation).

### 3. Long Term Leave

- A. Long term leave without pay may be granted a teacher for a school term. To be eligible, the individual will have completed three (3) full years of employment as a teacher at Garretson.
- B. Notice to the Superintendent shall be given by March 1 of the preceding school term, unless there is an emergency situation.
- C. If it is the intention of the teacher not to return to the teacher's previous teaching position, the teacher shall notify the Superintendent no later than March 1 immediately prior to the end of the leave period.
- D. Upon return all accumulated leave days will be reinstated.
- E. If long term leave is granted, it shall be without pay. The Board will not provide benefits to the employee during the long term leave.

### 4. Funeral Leave

- A. Funeral leave with full compensation shall be counted against leave. If the death is in the teacher's immediate family, it will not be counted as leave.
- B. All full-time teachers shall be allowed funeral leave upon giving notice to the Principal. The amount of time granted for each funeral shall be the decision of the Administration, taking into consideration distance to travel and any other problems.
- C. Funeral leave for immediate family will include a maximum of five days with full compensation that is not counted against leave. Approval for additional time as needed may be granted by the Superintendent, but will be counted against the employee's ten days of leave for the year.

### 5. Personal Leave

- A. Personal leave may be granted by the Superintendent. Adequate notice (two (2) working days except in cases of emergency) must be given to the Superintendent so arrangements can be made for a substitute.

Personal leave shall be deducted from the ten days of teacher's leave granted annually.

6. Jury Leave

- A. Any teacher called for jury duty during school hours or who is subpoenaed to testify in a hearing during school hours in a matter in which he/she is not a named party, shall be granted leave with pay for the days or parts of days such absence is required. Any per diem received for jury duty or the designated subpoena absence shall be deducted from the regular salary. The teacher shall notify the Superintendent at least 48 hours in advance of the necessity for taking jury leave.

7. Sabbatical Leave

- A. Sabbatical leave without pay may be granted by the Board to a teacher for one (1) or two (2) semesters. To be eligible, the teacher will have completed five (5) years of employment in the Garretson School District. The board will not provide benefits for teachers who are on sabbatical leave.
- B. No leave will be longer than one (1) school term. The teacher must be a full time student.
- C. The courses taken must be approved by the Administration and will be beneficial to the Garretson School District.
- D. Notice to the Superintendent shall be given by March 1 for the fall semester and by October 1 for the spring semester.
- E. If it is the intention of the teacher not to return to the teacher's previous teaching position, the teacher shall notify the Superintendent no later than March 1 immediately prior to the end of the leave period.
- F. Upon return all accumulated leave days will be reinstated.
- G. Sabbatical leave will be restricted to a maximum of one (1) elementary (K-5), one (1) middle school (6-8), and one (1) high school (9-12) teacher per year.

8. Military Leave

A military leave of absence without pay shall be granted any teacher who shall enter the active military service of the United States as a result of being drafted or to fulfill National Guard or Reserve requirements. Upon return to active employment, teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system, and all accumulative leave days acquired prior to entry into service will be reinstated.



## 9. Legislative Leave

A teacher may take legislative leave under the conditions herein provided:

Teachers shall not receive their teaching salary during the period they serve in the legislative session or when being paid for other legislative duties. However, he/she shall retain all other benefits provided by this agreement, including health and dental insurance.

Prior notification to the School Board that a teacher intends to run for a legislative position is needed. Failure to notify the board may result in the board classifying the leave as "long term leave." If the Board would choose to grant long-term leave to the employee, the period of leave would be without pay and the employee would be responsible for the entire cost of the health and dental insurance premium.

## 10. FMLA (Family and Medical Leave Act) Leave

A teacher may take FMLA as granted in the District's policy GCBDE: Family and Medical Leave.

The teacher taking FMLA leave must meet definitions and qualifications spelled out in the District policy. The employee taking FMLA leave shall be required to count and apply accrued leave towards the twelve (12) weeks of FMLA leave. If the employee does not have sufficient accrued leave, the employee will still be allowed to take FMLA leave, but the balance of the twelve (12) weeks shall be unpaid. The District will continue to pay its portion of health and dental insurance premiums even if the leave is taken as unpaid.

## ARTICLE IV

### MISCELLANEOUS

#### 1. Inservice

There shall be an Inservice Committee composed of three (3) teachers selected by the faculty and one (1) administrator. The teachers shall be one (1) elementary (K-5) teacher, one (1) middle school/high school (6-12) teacher and one (1) teacher at large. The Committee members will serve two (2) year staggered terms so there is carry-over on the Committee. The administrator on the Inservice Committee shall serve as chairperson and will be responsible to see that the Committee is formed and meets as necessary. The Committee will begin planning in the spring of the year for the next year's inservice program.

When inservice days are determined by the Committee, the Committee will submit their recommendations to the Board of Education for their approval.

#### 2. School Passes

A full time teacher, his/her spouse (or an adult guest of a single teacher), and the teacher's children (K-12) will be admitted to all school sponsored activities free of charge.

## ARTICLE V

### TEACHER WORK DAY

The teacher work day will extend from 7:45 a.m. to 3:45 p.m. except on Fridays and days before vacations when teachers may leave when students are dismissed, unless that day is scheduled for inservice, student support teams or other training. Teachers wishing to leave the building during their work day shall check with their respective Principal or their designee first and then complete the designated form (sign in/sign out) located at the Secretary's desk.

## ARTICLE VI

### EMPLOYMENT SECURITY

1. AREA OF ASSIGNMENT - Teachers shall be assigned based on the needs of the District. Every effort will be made to ensure that teachers have appropriate skills and qualifications to teach classes to which they are assigned. If the District requires a teacher to seek additional certification, the district will cover the cost of expenses related to that certification.
2. RIGHT OF REPRESENTATION - When a teacher is required to appear before the Board concerning the teacher's employment, the teacher's position, or the teacher's salary, the teacher shall be entitled to have a representative of the Association present. Further, when a teacher is required to appear before the Board, the teacher shall be advised in writing of the reasons for the requirement no later than forty-eight (48) hours prior to the appearance before the Board.
3. PERSONNEL FILE - Each teacher shall have the right, upon request, to review the contents of said teacher's personnel file and to place therein written reactions to any of its contents. The teacher shall have the right to make copies of any item in the file at Board expense and to be accompanied by a representative of the Association during the review of the file. No material shall be placed in the file which is false, unsupported by fact, or obsolete. No material may be removed from the file without prior approval of the Superintendent.
4. RESIGNATION - A contract signed by a teacher is binding upon the school district and the teacher upon the effective date of approval by the school board. Thereafter, if no mutual consent as to termination exists and if the teacher initiates the termination of the contract prior to its terminal date, the school district may withhold from any monies due the teacher or collect from the teacher the sum of seven hundred fifty dollars (\$750.00) as liquidated damages prior to June 1 and one thousand five hundred dollars (\$1,500.00) thereafter. It is hereby agreed that the amounts herein specified are fair and reasonable damages for breach of contract as provided in SDCL 53-9-5. Specifically, it is agreed that, at the time this contract is made, damages in the event of a breach by the teacher will be incapable or very difficult of accurate estimation, that there has been a reasonable endeavor by the parties to fix fair compensation, and that the amounts stipulated bear a reasonable relation to probable damages and is not disproportionate to any damages reasonably to be anticipated.

## ARTICLE VII

### STAFF REDUCTION

Whenever in the judgment of the Board it is advisable to reduce staff in the district, the Board may consider the following, not necessarily in order of priority, any of which may be used in determining which staff members will be non-renewed: student needs, financial condition of the district, priority of programs, program elimination, recommendations of administrative staff, evaluation records, competency, qualifications, certification, longevity, educational background, continuing contract status, federal mandates, and any other relevant consideration. In making staff reduction involving professional staff members on continuing contract status, the Board will follow the



provisions of 13-43-6.4.

Before implementation of the staff reduction policy, the Garretson Teacher Association will be notified, asking for Association input.

## RECALL

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. If, during the first fiscal year subsequent to the time a continuing contract teacher is laid off because of reduction in staff and a vacancy occurs in the grade, subject areas, and activities in which a laid-off teacher had been teaching or is qualified to teach, the teacher who was laid off will be given appropriate consideration for the open position, including a face-to-face interview and full consideration of their certification, work history in the District and evaluation documents. The administration will be charged with selecting the best candidate to fulfill the needs of the district at the time of hiring for the position. If hired to fill the open position, A recalled teacher shall retain previously accumulated leave benefits.

Recall privileges cease when a staff member resigns. Recall privileges will also cease if, upon being recalled, the staff member fails to report within 20 calendar days after the mailing of a written notice of recall. Such notice shall be sent by certified mail to the last address furnished to the Superintendent by the staff member and the 20 day period shall commence to run on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district unless that recall is for anticipated positions in the ensuing year.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

#### Section I

##### Definitions:

- A. A grievance is a complaint by a person or group of persons employed by the Garretson School District 49-4, made either individually or by a duly authorized and recognized employee association through its representative, that there has been an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, policies, rules, the Garretson School District or Garretson Board of Education as they apply to the conditions of employment.
- B. An "aggrieved person" is the person or group of persons making the claim.
- C. "Board" means the School Board of the Garretson School District 49-4.
- D. "Days" shall mean calendar days unless otherwise specified.
- E. "Immediately involved supervisor" shall mean the lowest level administrator or Board who has the authority to settle the grievance.
- F. "Party in interest" is the person or persons making the claim 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.

#### Section II

##### Purpose:

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

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

### Section III

#### Procedure:

- A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by agents of the school district within the time limit specified, the employee may take the grievance to the next level.

If appropriate action is not taken by the employee within the time limit specified, the grievance shall be deemed settled on the basis of the disposition of the preceding level. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in this Grievance Procedure.

- B. If an employee does not file a grievance in writing with the immediately involved supervisor within fourteen (14) calendar days after the employee knew, or should have known of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
- C. A supply of the grievance forms shall be on file with the Superintendent.
- D. The written grievance shall be initiated with the immediately involved supervisor with copies to the Superintendent and the President of the Association.

### Section IV

#### Informal Procedures:

A. If any employee has a grievance, the employee must first discuss the matter with the immediately involved supervisor in an effort to resolve the problem. If the Aggrieved employee chooses, they may notify the Association of the informal meeting with the supervisor, and may request that a representative from the Association be present for the meeting.

- B. If, after such discussion with the immediately involved supervisor, the employee is not satisfied with the disposition of the matter, the aggrieved person shall have the right to present the matter to and discuss it with the Superintendent.

## Section V

### Formal Procedures:

#### LEVEL ONE - School Principal, Immediate Supervisor, or Other Administrator

- A. If a person has a grievance, it may be submitted in writing to the immediate supervisor.
- B. Within seven (7) days, the immediate supervisor shall render a decision in writing to the aggrieved person.

#### LEVEL TWO - Superintendent of Schools

- A. If an aggrieved person is not satisfied with the disposition of the grievance at level one, the aggrieved person may, within fourteen (14) days of filing the grievance at level one, file the grievance with the Superintendent of Schools.
- B. The Superintendent of Schools, within seven (7) days from receipt of the written grievance, shall hold a meeting with the aggrieved person for the purpose of understanding the grievance. The immediately involved supervisor who was involved at level one shall be notified, and the aggrieved employee may notify the Association and request that an Association representative be present at the meeting if the aggrieved is a teacher.
- C. After meeting with the aggrieved employee, the Superintendent shall conduct an investigation to determine the facts relevant to the grievance. The Superintendent may request another meeting with the aggrieved employee with the purpose of determining facts that are relevant to the decision. After conducting a thorough investigation, the Superintendent shall render a decision within fourteen (14) days of receipt of the written grievance and meeting with the aggrieved employee. The decision shall be delivered to the aggrieved and the immediate supervisor in writing.

#### LEVEL THREE - Board of Education

- A. If the aggrieved person is not satisfied with the disposition of the grievance at level two, the aggrieved person may, within twenty-one (21) days of submitting the grievance at level two, transmit it by letter to the Business Manager.
- B. After receipt by the Business Manager, the board will consider the grievance at the next regularly scheduled board meeting. At that time, the board may choose to affirm the Superintendent's decision, or, with the agreement of the Aggrieved Person(s) and any Party in Interest, conduct an informal discussion of the issues with the Board in Executive session, or conduct a hearing. If the board decides to conduct a hearing, it may be conducted at the next regularly scheduled board meeting or at a special meeting at a time that is mutually agreeable to all parties.
- C. At this hearing the aggrieved person and the Administration representative may call witnesses, present evidence that is relevant to the matter being considered, and present arguments.
- D. A recording will be made of the hearing and the aggrieved person may have a free copy upon request. If the aggrieved would like a transcript of the hearing, they may make a transcript at their own expense.
- E. The Board shall make a final decision therein within thirty (30) days of the hearing.

#### LEVEL FOUR



If the aggrieved person is not satisfied with the disposition of the grievance at level three, the grievance may be appealed to the Department of Labor, pursuant to SDCL 3-18-15.2. The inclusion of this paragraph in this Grievance Procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

#### Section VI

##### Miscellaneous:

- A. If, in the course of investigation of any grievance by representatives of the aggrieved person, such investigation requires their presence in a school building, they shall report immediately to the Principal of such building being visited.
- B. The Association's Teachers Rights Committee shall be allowed the opportunity to be present at any stage of the formal procedures when the aggrieved person is a teacher.
- C. The aggrieved person may be represented by the Association whenever the grievance is being considered when the aggrieved person is a teacher.
- D. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such a grievance through the remaining levels of the grievance procedure provided, however, that the Association shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
- E. When it is necessary for an employee to attend a hearing or board meeting called during the working day, the Superintendent's office shall notify the employee's immediate supervisor, and the employee shall be released without loss of pay for such time, as their attendance is required at such a meeting or hearing.
- G. At all hearings conducted under the procedure, the aggrieved person and the administrative representative may call witnesses, present evidence that is relevant to the matter being considered, and present arguments. The Board may request that other witnesses be called for questioning by the parties.
- H. Meetings and hearings under this procedure shall not be conducted in public. The vote on the Board's decision at level three shall be made in open session.

## EFFECT OF AGREEMENT

1. COMPLETE UNDERSTANDING - The terms and conditions set forth in the Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.
2. INDIVIDUAL CONTRACTS - The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.
3. SAVINGS CLAUSE – If any term or provision of this Agreement or any application of this Agreement is found to be contrary to Federal and/or State Law (including the requirements of the Federal NCLB (No Child Left Behind), then such provision or applications shall become invalid and unenforceable but all other provisions of the Agreement shall continue in full force and effect.
4. TERM OF AGREEMENT - The provision of this Agreement shall be effective as of July 1, 2022, and shall continue and remain in full force and effect as binding on the parties until the 30th day of June, 2023.
5. COPIES OF AGREEMENT - It shall be the responsibility of the Board to prepare and print copies of this Agreement. The Board shall provide each member of the bargaining unit a copy of this Agreement within ten (10) days of the signing of the Agreement or the teacher's first work day, whichever is later. Prior to the printing of the Agreement, the Association shall notify the Board of the number of copies it wishes for its own use.


This Agreement is signed this 14 th day of April, 2025, and approved in open session by the Garretson School Board 14th day of April, 2025.

In witness thereof:

For the Garretson Teachers Association

For the Garretson School Board, School District 49-4

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Business Manager

# APPENDIX B - GARRETSON SCHOOL DISTRICT HIRING SCHEDULE 2025-2026

STEP	BA	BA+15	BA + 30	MA	BA + 45 OR MA + 15	BA+60 OR MA+30
0	\$48,690.00	\$49,340.00	\$49,990.00	\$50,315	\$50,640	\$51,290
1	\$49,140.00	\$49,790.00	\$50,465.00	\$50,790	\$51,140	\$51,790
2	\$49,590.00	\$50,240.00	\$50,940.00	\$51,265	\$51,640	\$52,290
3	\$50,040.00	\$50,690.00	\$51,415.00	\$51,740	\$52,140	\$52,790
4	\$50,490.00	\$51,140.00	\$51,890.00	\$52,215	\$52,640	\$53,290
5	\$50,940.00	\$51,590.00	\$52,365.00	\$52,690	\$53,140	\$53,790
6	\$51,390.00	\$52,040.00	\$52,840.00	\$53,165	\$53,640	\$54,290
7	\$51,840.00	\$52,490.00	\$53,315.00	\$53,640	\$54,140	\$54,790
8	\$52,290.00	\$52,940.00	\$53,790.00	\$54,115	\$54,640	\$55,290
9	\$52,740.00	\$53,390.00	\$54,265.00	\$54,590	\$55,140	\$55,790
10	\$53,190.00	\$53,840.00	\$54,740.00	\$55,065	\$55,640	\$56,290
11	\$53,640.00	\$54,290.00	\$55,215.00	\$55,540	\$56,140	\$56,790
12		\$54,740.00	\$55,690.00	\$56,015	\$56,640	\$57,290
13			\$56,165.00	\$56,490	\$57,140	\$57,790
14				\$56,965	\$57,640	\$58,290
15					\$58,140	\$58,790
16					\$58,640	\$59,290
17					\$59,140	\$59,790
18					\$59,640	\$60,290



## APPENDIX C

### EXTRA-CURRICULAR SCHEDULE 2025-2026

Base Salary is found in Appendix B – GSD Hiring Schedule (\$48,690.00)

#### HEAD COACH

Cross Country - Boys & Girls (One Coach)	8%
Football, Volleyball, Wrestling	11%
Basketball (One Each for Boys & Girls)	11%
Track (One Each for Boys & Girls)	9%
Golf - Boys & Girls (One Coach)	8%
Soccer - Girls (One Coach)	8%
Softball - (One Coach)	8%

#### ASSISTANT COACH

Football, Wrestling, Basketball, Volleyball	7-½%
Track, Cross Country, Soccer, Softball	5-½%
Golf (JV & MS)	3-½%

#### MIDDLE SCHOOL COACH

Football, Girls Basketball, Boys Basketball, Volleyball	4-½%
Track	3-½%

INSTRUMENTAL MUSIC	11%
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VOCAL MUSIC	4%
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DECLAM	5%
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PLAYS	6%
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One Act, Three Act

Assistant One Act / Three Act	3%
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ANNUAL (YEARBOOK) ADVISOR	4%
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JUNIOR CLASS ADVISOR/Concessions Supervisor	6%
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FFA ADVISOR	6%
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SIDELINE CHEER ADVISOR	5%
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QUIZ BOWL ADVISOR	1%
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SCIENCE FAIR ADVISOR	2%
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Testing Coordinator	2%
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Photographer	1%
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The following % will be added for years of service to the same activity and in the same position:  
5-8 years ½%; 9-12 years 1%; 13-16 years 1-½%; 17-20 years 2%; 21-24 years 2-½%; 25-28 years 3%; 29-32 years 3-½%.