

Master Contract

Between the

Arlington Education Association

and the

Arlington Board of Education

School District No. 38-1

Arlington, South Dakota

July 1, 2025 – June 30, 2026

This master contract is entered into the month of April, 2025 by and between the Arlington Education Association hereinafter called the "Association" as the sole and exclusive representative of all teachers in the school district 38-1 of Arlington, South Dakota, and the Board of Education of Arlington school district 38-1 of Arlington, South Dakota, hereinafter called the "Board", and its successor boards.

WITNESSETH:

WHEREAS, the Board has a statutory obligation, pursuant to 3-18 SDCL 1967 to negotiate with the Association as the sole and exclusive representative of its certificated personnel with respect to rates of pay, wages, hours of employment, or other terms and conditions of employment and professional service and other matters of concern, and

Whereas, the parties have reached certain understandings which they desire to confirm in the MASTER CONTRACT.

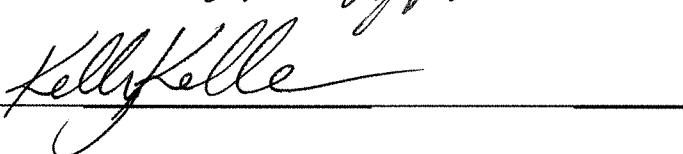
In consideration of the following mutual covenants, it is hereby agreed as follows:

Board of Education President



Date 4/16/25

AEA President



Date 2-16-25

The Board and the Association reserve the right to negotiate any provision of this contract.

## ARTICLE I

### INSURANCE: (Amended April 2025)

The 2025-2026 monthly insurance benefit the district will pay is \$806.90 plus The Standard Group Base Life and AD&D of \$1.53. All certified teachers working less than full-time shall receive the same coverage with the district paying a prorated share.

## ARTICLE II

### ALTERNATIVE INSURANCE PLAN: (Amended May 2019)

The Arlington Education Association agrees to the Arlington School Board selecting an alternative group health insurance plan under the following conditions:

1. The coverage is equal to or greater than the present coverage;
2. The Arlington Education Association is actively involved in the research of a new policy;

## ARTICLE III

### SICK LEAVE POLICY: (Amended April 2023)

1. Each teacher begins the first year of his/her employment with a credit of 10 days of sick leave at full pay. At the beginning of each subsequent year, he/she is credited with 10 days of sick leave. Sick leave is defined as his/her own illness or critical illness in his/her immediate family. If a teacher does not use his/her sick leave, it will accumulate at 10 days per year to 50 days.
2. Any unused sick leave in excess of the accumulated 50 days allowed at the end of the school term shall be reimbursed at a rate of \$50 per day.
3. The District will pay \$25.00 per day for unused sick leave to certified staff members leaving or retiring prior to 25 years of consecutive service to the school district. The District will pay \$50.00 per day for unused sick leave to certified staff members leaving or retiring after 25 years of consecutive service to the school district. Reimbursement would not be granted to any teacher who is non-renewed for purposes other than a Reduction-In-Force, or breaks their contract August 1<sup>st</sup>, through the end of the school year. If during a Reduction-In-Force a teacher chooses to be reimbursed for all of their unused leave and then they are recalled within two years, they will start their recall with the same amount of sick leave as a first year teacher to the system. (Board may review on a case-by-case basis.) This payment will be made at the end of the school term.
4. If a teacher's accumulated sick leave and the sick leave bank have been used, a teacher may use up to 10 additional days of sick leave by paying the cost of the substitute provided they have accumulated 35 sick days or they have been at 35 sick days and have not yet used any of the 10 days that allow them to pay the sub. After those methods have been

exhausted and he/she is still ill, the individual teacher will have deducted from his/her salary, for any additional sick leave during the year,  $1/176^{\text{th}}$  of the teacher's annual salary for each day of absence. The school district will pay the substitute. Deductions will be made in the pay period that they occur.

5. Certified staff may use up to three days each year for the purpose of attending an event for their child/grandchild or for an absence due to one of the following emergencies (threatened damage to teacher's primary residence due to acts of nature, inability to travel from the teacher's primary residence to work due to acts of nature, stranded out of town when public transportation has been canceled due to acts of nature), certified staff shall be allowed to deduct that time from their own sick leave. The leave for this purpose will be logged based on a prorated 8 hour day by the business manager and may need to be verified in order to be approved by the administration.
6. One day of sick leave shall be allowed to attend the funeral of others close to the teacher. If the teacher does not have any accumulated sick leave,  $1/176^{\text{th}}$  of the teacher's salary will be deducted. Additional days may be granted at the discretion of the Superintendent and, in that event, will be deducted from the salary of the teacher at the rate of  $1/176^{\text{th}}$  of the teacher's salary for each day of absence.
7. Ten days shall be allowed in each case of death in the teacher's family. Only 5 days per year shall be covered by the district. The remaining days (need not be consecutive), if taken shall be taken from the teachers accumulated leave. If all of the accumulated sick leave has been used the teacher may then request to use days from the sick bank following the sick leave bank guidelines. Teacher's family is defined as: parent, child, wife, husband, brother, sister, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any member of the teacher's household. Additional days taken will be deducted from the teacher's salary at the rate of  $1/176^{\text{th}}$  of the teacher's salary for each day of absence.
8. In addition to sick leave, a teacher may use available personal leave. Notice of intent to take personal leave should be given one week in advance of the leave. Such leave shall not be granted on the first day or last day of the school year without administrative approval. Teachers will be given three days of paid personal leave per year. If the paid personal day is not used during the year, the employee will receive the cost of a substitute for the day. Teachers will also be allowed to take "two additional days per year" of personal leave at a salary deduction of  $1/176^{\text{th}}$  of the yearly salary for a total of no more than five leave days per year. A combination of the following options may be used to avoid a salary deduction for the two additional days per year:
  - For those teachers that have an accumulated balance of 35 days of sick leave, they will be able to exchange two sick leave days per additional personal day.
  - Those teachers who have taught in the district at least 10 years will be allowed one day of leave with no salary deduction.
  - Those teachers who have taught in the district at least 20 years will be allowed two days of leave with no salary deduction.

9. If a teacher is claiming sick leave while he/she is away from Arlington, he/she may be required to submit evidence of illness. The Board reserves the right to grant or not to grant sick leave in such a case.
10. Teachers may take sick leave to discharge civic responsibilities. The interpretation and application of such leave shall be vested in the Superintendent and Board. Teachers that are members of the local volunteer ambulance and/or local volunteer fire department will be allowed to respond to an emergency during the school day without leave being deducted from either their personal or sick leave.
11. Teachers may serve on jury duty. The deduction for this absence shall be limited to the amount of fee received for jury duty.
12. The teacher shall notify designated school employee when he/she will be absent because of illness. If possible, notification should be given the evening before or else early in the morning so that a substitute may have ample time to prepare for class.
13. A leave of absence must be approved by the Board of Education prior to taking the leave. A leave of absence shall be taken without pay.
14. Certified staff may attend a SDHSAA state event that their child is participating in without using any leave should the school not dismiss for that SDHSAA state event.

#### ARTICLE IV

##### SICK LEAVE ASSISTANCE: (Amended April 2022)

A voluntary sick leave assistance bank will be established for all teachers under the following conditions and provisions. At such time that the accumulated days in the sick leave bank are reduced to 45 days or less, each certified staff member that has not contributed 3 days to the sick leave bank will be required to contribute an additional day to remain eligible. When all members have contributed 3 days, and the number of days is still 45 or less, all members will need to contribute a day to remain eligible.

1. Each certified staff member shall contribute one day of his or her sick leave per year to the bank unless he or she gives written notice of intent not to participate prior to September 15 of each school year. Those employed after September 15 shall notify the business office within 15 days of their employment of their intent to participate or not to participate. In order to use the sick leave assistance bank, teachers must have contributed to the plan.
2. Teachers may request days from the sick bank for long-term illness or disability of the teacher, spouse, children, parents, and parents-in-law. Funeral leave may also fall into this category as described in article 3. Use of the sick leave assistance bank days may not begin until after a teacher has used all accumulated sick days, and all other paid leave days have

been exhausted. At the time the participating teacher may draw up to forty-five (45) days for any one disability during the school year. Certified staff members may take 5 days of sick leave assistance from the certified sick bank upon the birth or adoption of a child. These 5 days would not need to go before a committee and would be used first, before any of the employees own sick leave is taken.

3. Administration of the sick leave assistance bank shall be handled by a committee of three members of the AEA and the Superintendent. Requests for use of the bank shall be made to the committee. The committee will have the authority to grant the sick leave request. The approved document will be presented to the business manager for payroll purposes.
4. Unused days in the bank shall be carried over to the next contract year.
5. If a teacher leaves the school system, they cannot be paid for any of the days donated to the sick leave assistance plan.
6. If an employee uses the sick leave assistance bank, he/she must contribute one day to the bank the following year to maintain eligibility.
7. Maternity leave does not fall under the sick leave assistance policy. However, if an employee has been put on medical ordered bed rest during their pregnancy they would be allowed to request days from the sick bank.

## ARTICLE V

### HIRING SCHEDULE STIPULATIONS: (Amended April 2024)

#### Stipulation #1

Certified Staff will receive a 1.25% salary increase. 2025-2026 base will be \$46,500.00 for first year teachers. The base used for extra-curriculars will be \$46,500.00.

|           |  |
|-----------|--|
| BA + 10 = | \$700 Increase in pay  |
| BA + 20 = | \$800 Increase in pay  |
| BA + 30 = | \$900 Increase in pay  |
| Masters = | \$2000 Increase in pay   |
| NBC =     | \$1000 Stipend in pay for 10 years. (Nationally Board Certified) for those who are certified by July 1, 2010 and \$500 stipend for each time the NBC is renewed for those certified before July 1, 2010. \$500 stipend in pay for initial and renewal certification and for those who choose to obtain a masters while holding a NBC after July 1, 2010. |

ENL Endorsement = \$1,000 one-time stipend to the staff member that holds the ENL endorsement and that is contracted for the ENL position.

#### **Stipulation #2**

The board reserves the right to hire off of the hiring schedule where the situation is warranted. New certified staff will be hired using the salaries and years of experience of current certified staff as an informal hiring schedule.

#### **Stipulation #3**

Physical exams for all new certified employees that are requested by the school district would be paid for by the school district.

#### **Stipulation #4**

If a teacher is contacted by the administration, and agrees to substitute for another teacher or work with students during their prep period, the compensation will be \$15.00 per their prep period.

#### **Stipulation #5**

Teachers who change lanes must make written notification to the business office of a planned lane change by May 1st of the previous year. The teacher must then bring written documentation that the class was taken by September 1st of the school year. (This documentation could be receipt of payment for the class.) The teacher then has until January 10<sup>th</sup> to bring in a transcript to the Superintendent which will allow the business office to make the payroll switch in relation to the monthly pay periods left in the school year. Lane changes will only be made based on classes taken before the start of the current school year.

## **ARTICLE VI**

### **EXTRA-CURRICULAR PAY SCHEDULE: (Amended April 2025)**

1. The base salary for a beginning teacher multiplied by an index shall be used to determine extra-curricular salaries.
2. Increases to the extra-curricular schedule will be based on the negotiated base teacher salary and negotiated changes to any of the index factors.

| Base Salary         | \$46,500      | Current          | 2025-26 School Year |                 |               |
|---------------------|---------------|------------------|---------------------|-----------------|---------------|
| Index Factor        | 0.01          |                  |                     |                 |               |
| <u>ACTIVITY</u>     |               | <u>0-2 YEARS</u> | <u>3-6 YEARS</u>    | <u>7+ YEARS</u> |               |
| FOOTBALL, HEAD      | <b>0.1262</b> | \$5,868.30       | <b>0.1362</b>       | \$6,333.30      | <b>0.1462</b> |
| FOOTBALL, ASST.     | <b>0.0788</b> | \$3,664.20       | <b>0.0888</b>       | \$4,129.20      | <b>0.0988</b> |
| FOOTBALL, JH/ASST   | <b>0.0788</b> | \$3,664.20       | <b>0.0888</b>       | \$4,129.20      | <b>0.0988</b> |
| FOOTBALL, JH        | <b>0.0437</b> | \$2,032.05       | <b>0.0537</b>       | \$2,497.05      | <b>0.0637</b> |
| B. BASKETBALL, HEAD | <b>0.1262</b> | \$5,868.30       | <b>0.1362</b>       | \$6,333.30      | <b>0.1462</b> |
|                     |               |                  |                     |                 | \$6,798.30    |

|                             |               |            |               |            |               |            |
|-----------------------------|---------------|------------|---------------|------------|---------------|------------|
| B. BASKETBALL, ASST.        | <b>0.0788</b> | \$3,664.20 | <b>0.0888</b> | \$4,129.20 | <b>0.0988</b> | \$4,594.20 |
| B. BASKETBALL, JH/ASST      | <b>0.0788</b> | \$3,664.20 | <b>0.0888</b> | \$4,129.20 | <b>0.0988</b> | \$4,594.20 |
| B. BASKETBALL, JH           | <b>0.0394</b> | \$1,832.10 | <b>0.0494</b> | \$2,297.10 | <b>0.0594</b> | \$2,762.10 |
| G. BASKETBALL, HEAD         | <b>0.1262</b> | \$5,868.30 | <b>0.1362</b> | \$6,333.30 | <b>0.1462</b> | \$6,798.30 |
| G. BASKETBALL, ASST.        | <b>0.0788</b> | \$3,664.20 | <b>0.0888</b> | \$4,129.20 | <b>0.0988</b> | \$4,594.20 |
| G. BASKETBALL, JH/ASST      | <b>0.0788</b> | \$3,664.20 | <b>0.0888</b> | \$4,129.20 | <b>0.0988</b> | \$4,594.20 |
| G. BASKETBALL, JH           | <b>0.0394</b> | \$1,832.10 | <b>0.0494</b> | \$2,297.10 | <b>0.0594</b> | \$2,762.10 |
| TRACK, HEAD                 | <b>0.0944</b> | \$4,389.60 | <b>0.1044</b> | \$4,854.60 | <b>0.1144</b> | \$5,319.60 |
| TRACK, ASST.                | <b>0.059</b>  | \$2,743.50 | <b>0.069</b>  | \$3,208.50 | <b>0.079</b>  | \$3,673.50 |
| TRACK, JH/ASST              | <b>0.059</b>  | \$2,743.50 | <b>0.069</b>  | \$3,208.50 | <b>0.079</b>  | \$3,673.50 |
| TRACK, JH                   | <b>0.0354</b> | \$1,646.10 | <b>0.0454</b> | \$2,111.10 | <b>0.0554</b> | \$2,576.10 |
| SOFTBALL, HEAD              | <b>0.0944</b> | \$4,389.60 | <b>0.1044</b> | \$4,854.60 | <b>0.1144</b> | \$5,319.60 |
| SOFTBALL, ASST.             | <b>0.059</b>  | \$2,743.50 | <b>0.069</b>  | \$3,208.50 | <b>0.079</b>  | \$3,673.50 |
| SOFTBALL, JH/ASST           | <b>0.059</b>  | \$2,743.50 | <b>0.069</b>  | \$3,208.50 | <b>0.079</b>  | \$3,673.50 |
| SOFTBALL, JH                | <b>0.0354</b> | \$1,646.10 | <b>0.0454</b> | \$2,111.10 | <b>0.0554</b> | \$2,576.10 |
| VOLLEYBALL, HEAD            | <b>0.1164</b> | \$5,412.60 | <b>0.1264</b> | \$5,877.60 | <b>0.1364</b> | \$6,342.60 |
| VOLLEYBALL, ASST.           | <b>0.0728</b> | \$3,385.20 | <b>0.0828</b> | \$3,850.20 | <b>0.0928</b> | \$4,315.20 |
| VOLLEYBALL, JH/ASST         | <b>0.0728</b> | \$3,385.20 | <b>0.0828</b> | \$3,850.20 | <b>0.0928</b> | \$4,315.20 |
| VOLLEYBALL, JH              | <b>0.0437</b> | \$2,032.05 | <b>0.0537</b> | \$2,497.05 | <b>0.0637</b> | \$2,962.05 |
| WRESTLING, HEAD             | <b>0.142</b>  | \$6,603.00 | <b>0.152</b>  | \$7,068.00 | <b>0.162</b>  | \$7,533.00 |
| WRESTLING, ASST.            | <b>0.091</b>  | \$4,231.50 | <b>0.101</b>  | \$4,696.50 | <b>0.111</b>  | \$5,161.50 |
| WRESTLING, JH/ASST          | <b>0.091</b>  | \$4,231.50 | <b>0.101</b>  | \$4,696.50 | <b>0.111</b>  | \$5,161.50 |
| WRESTLING, JH               | <b>0.0394</b> | \$1,832.10 | <b>0.0494</b> | \$2,297.10 | <b>0.0594</b> | \$2,762.10 |
| CROSS COUNTRY               | <b>0.0944</b> | \$4,389.60 | <b>0.1044</b> | \$4,854.60 | <b>0.1144</b> | \$5,319.60 |
| CROSS COUNTRY, ASST         | <b>0.059</b>  | \$2,743.50 | <b>0.069</b>  | \$3,208.50 | <b>0.079</b>  | \$3,673.50 |
| GOLF                        | <b>0.0944</b> | \$4,389.60 | <b>0.1044</b> | \$4,854.60 | <b>0.1144</b> | \$5,319.60 |
| GOLF ASSISTANT              | <b>0.059</b>  | \$2,743.50 | <b>0.069</b>  | \$3,208.50 | <b>0.079</b>  | \$3,673.50 |
| ALL SCHOOL PLAY             | <b>0.043</b>  | \$1,999.50 | <b>0.053</b>  | \$2,464.50 | <b>0.063</b>  | \$2,929.50 |
| ALL SCHOOL PLAY ASSISTANT   | <b>0.022</b>  | \$1,023.00 | <b>0.026</b>  | \$1,209.00 | <b>0.032</b>  | \$1,488.00 |
| ONE ACT PLAY                | <b>0.043</b>  | \$1,999.50 | <b>0.053</b>  | \$2,464.50 | <b>0.063</b>  | \$2,929.50 |
| ORAL INTERP                 | <b>0.0788</b> | \$3,664.20 | <b>0.0888</b> | \$4,129.20 | <b>0.0988</b> | \$4,594.20 |
| ASST. ORAL INTERP if needed | <b>0.0473</b> | \$2,199.45 | <b>0.0573</b> | \$2,664.45 | <b>0.0673</b> | \$3,129.45 |
| JH ORAL INTERP              | <b>0.03</b>   | \$1,395.00 | <b>0.04</b>   | \$1,860.00 | <b>0.05</b>   | \$2,325.00 |
| YEARBOOK ADVISOR            | <b>0.047</b>  | \$2,185.50 | <b>0.057</b>  | \$2,650.50 | <b>0.067</b>  | \$3,115.50 |
| YEARBOOK ASSISTANT          | <b>0.023</b>  | \$1,069.50 | <b>0.028</b>  | \$1,302.00 | <b>0.033</b>  | \$1,534.50 |
| CHEERLEADER ADV. PER SQUAD  | <b>0.03</b>   | \$1,395.00 | <b>0.04</b>   | \$1,860.00 | <b>0.05</b>   | \$2,325.00 |
| FCCLA ADVISOR               | <b>0.043</b>  | \$1,999.50 | <b>0.053</b>  | \$2,464.50 | <b>0.063</b>  | \$2,929.50 |
| FFA ADVISOR                 | <b>0.0788</b> | \$3,664.20 | <b>0.0888</b> | \$4,129.20 | <b>0.0988</b> | \$4,594.20 |

|                         |               |            |               |            |               |            |
|-------------------------|---------------|------------|---------------|------------|---------------|------------|
| ASST. FFA ADVISOR       | <b>0.0473</b> | \$2,199.45 | <b>0.0573</b> | \$2,664.45 | <b>0.0673</b> | \$3,129.45 |
| PROM ADVISOR            | <b>0.023</b>  | \$1,069.50 | <b>0.024</b>  | \$1,116.00 | <b>0.025</b>  | \$1,162.50 |
| PROM ASSISTANT          | <b>0.0035</b> | \$162.75   | <b>0.0045</b> | \$209.25   | <b>0.0055</b> | \$255.75   |
| BAND                    | <b>0.0988</b> | \$4,594.20 | <b>0.1088</b> | \$5,059.20 | <b>0.1188</b> | \$5,524.20 |
| VOCAL                   | <b>0.05</b>   | \$2,325.00 | <b>0.06</b>   | \$2,790.00 | <b>0.07</b>   | \$3,255.00 |
| STUDENT COUNCIL ADVISOR | <b>0.018</b>  | \$837.00   | <b>0.019</b>  | \$883.50   | <b>0.02</b>   | \$930.00   |
| NHS ADVISOR             | <b>0.018</b>  | \$837.00   | <b>0.019</b>  | \$883.50   | <b>0.02</b>   | \$930.00   |
| ROBOTICS ADVISOR        | <b>0.06</b>   | \$2,790.00 | <b>0.07</b>   | \$3,255.00 | <b>0.08</b>   | \$3,720.00 |
| ASSISTANT               | <b>0.04</b>   | \$1,860.00 | <b>0.05</b>   | \$2,325.00 | <b>0.06</b>   | \$2,790.00 |
| ROBOTICS ADVISOR        |               |            |               |            |               |            |
| ELEM. STUDENT COUNCIL   | <b>0.012</b>  | \$558.00   | <b>0.013</b>  | \$604.50   | <b>0.014</b>  | \$651.00   |
| AFTER-SCHOOL SUPERVISOR | <b>0.043</b>  | \$1,999.50 | <b>0.053</b>  | \$2,464.50 | <b>0.063</b>  | \$2,929.50 |
| LEAD TEACHER            | <b>0.0925</b> | \$4,301.25 | <b>0.1025</b> | \$4,766.25 | <b>0.1125</b> | \$5,231.25 |
| ACCREDITATION ADVISOR   | <b>0.0276</b> | \$1,283.40 | <b>0.0304</b> | \$1,413.60 | <b>0.0332</b> | \$1,543.80 |
| If 2 "A" Club Advisors  | <b>0.012</b>  | \$558.00   | <b>0.013</b>  | \$604.50   | <b>0.014</b>  | \$651.00   |
| If 1 "A" Club Advisors  | <b>0.024</b>  | \$1,116.00 | <b>0.026</b>  | \$1,209.00 | <b>0.028</b>  | \$1,302.00 |
| Job Shadowing           | <b>0.012</b>  | \$558.00   | <b>0.013</b>  | \$604.50   | <b>0.014</b>  | \$651.00   |
| ACTIVITIES DIRECTOR     | <b>0.165</b>  | \$7,672.50 | <b>0.175</b>  | \$8,137.50 | <b>0.185</b>  | \$8,602.50 |

\*JH Coach is one position with pay based on if the coach is coaching only JH practices/games or both JH/HS practices/games: SPORT,JH = coaching only JH practices/games; SPORT, JH/ASST = coaching both JH/HS practices/games. To be determined at time of hire.

#### Stipulations:

1. New teachers to the system may bring in up to 10 years of experience.
2. Transfer of one-half years of coach's total coaching experience will be allowed from one athletic area to another.
3. Transfer of experience will be allowed for plays, oral interp, and yearbook advisor/school paper
4. It is understood that the days in session listed in the schedule may vary from year to year.
5. Transfer of assistant coaching or activity experiences to head activity experience will be allowed if that experience was earned at Arlington.
6. Teachers with 0, 1, 2, years (which is 3 years) in the activity will have the beginning index figure. Teachers after their 3rd year in the activity will move to the second index figure. A teacher after their 7th year will move to the third index figure.
7. Each coach will receive up to three days of sick leave from their coaching duties that will be covered by the district at the cost of a teacher sub pay at the rate of two and one half hours for practice and five hours for game days. Any days needed above the allowed three days will be deducted from the coach's pay at the rate of two and one half hours per practice days and five hours for game days.

## ARTICLE VII

### GRIEVANCE POLICY: (Amended May 2020)

#### 1. Definition:

- A. A "grievance" is a complaint by a person or group of persons employed by the Arlington School District #38-1, made either individually or by a duly authorized and recognized by the employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, or regulation of the School Board. Negotiations for, or a disagreement over, a nonexisting agreement, contract, policy, rule, or regulation is not a "grievance."
- B. An "aggrieved person" is the person or group of persons filing the grievance.
- C. "Board" means the School Board of the district.
- D. "Days" shall mean school days unless otherwise specified.

**2. 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 affecting the welfare or working conditions of teachers and to facilitate this 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 employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. At this stage the employee or the administrator involved in the grievance may bring an officer of the local AEA as a witness at such informal discussion and with the appropriate member of the administration.

**3. Informal Procedures:**

If an employee feels he/she has a grievance, he/she shall first discuss the matter with his supervisor, principal or other administrator, to whom he is directly responsible in an effort to resolve the problem. At this stage the employee or the administrator involved in the grievance may bring an officer of the local AEA as a witness at such informal discussion and with the appropriate member of the administration.

**4. Procedure:**

- A. It is important the grievances be processed as rapidly as possible. The number of days indicated at each level shall be the maximum and every effort should be made to expedite the process. However, time limits may be extended by mutual agreement in writing by both parties.
- B. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level.

The time limits specified herein may be extended by mutual agreement in writing, provided the time extension is requested within the time limits provided in the Article.

- C. If an employee does not file a grievance in writing with the principal or other supervisor within 30 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.
- D. The grievance forms shall be on file with the building principal, AEA, superintendent and/or the immediate supervisor.

## **5. Formal Procedures:**

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

- A. If an aggrieved person is not satisfied with the disposition of his/her grievance informal procedures, he/she shall submit his/her grievance in writing.
- B. Signed copies of the written grievance shall be delivered by the employee to each of the following: supervisor, principal or other administrator, and the Superintendent of schools.
- C. An employee who is not directly responsible to a building principal may submit his/her formal written grievance to the administrator or supervisor to whom he/she is directly responsible.
- D. The administrator, within five days of the filing of the grievance shall render his/her decision in writing to the aggrieved person.

### LEVEL TWO - Superintendent of Schools

- A. If an aggrieved person is not satisfied with the decision concerning his/her grievance at Level One, or if no written decision has been rendered within five days, he/she shall, within three days after the decision is rendered, or within eight days after filing at level one, resubmit his/her grievance in writing to the Superintendent of schools.
- B. The Superintendent of schools shall within ten school days from the filing of the written appeal meet with the aggrieved person for the purpose of resolving the grievance. The Superintendent shall, within five days after this meeting render his/her decision in writing to the aggrieved person.

### LEVEL THREE - Board of Education

- A. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five days, he/she may within five days thereafter resubmit the grievance to the business manager and the president of the Board.
- B. At its next meeting, or at a time mutually agreed upon by the parties, the Board or its designated agent shall hold a hearing on the grievances. The decision of the Board shall be rendered in writing within five days after the hearing.

## LEVEL FOUR

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no written decision has been rendered within the time period set forth in the preceding paragraph, he/she may, appeal to the Department of Labor, pursuant to statute. 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.

### 6. **Miscellaneous:**

- A. If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building; they shall report immediately to the principal of such building being visited and state the purpose of the visit.
- B. Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
- C. Any party or parties in interest shall appear and may be represented at formal Levels One and Two of the grievance procedure by one representative. When the representative is not a member of the employee organization, the employee organization shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels One and Two of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At Level Three a maximum of three representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.
- D. If, in the judgment of the employee organization a grievance affects a group or class of employees, the organization may submit such grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level Two. The employee organization shall designate not more than two spokespersons for the organization in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee organization 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. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure. The vote on the Board's decision on Level Three grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.
- F. When it is necessary for a party or parties in interest to attend a board meeting or a hearing called during the working day, the Superintendent's office shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- G. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

## ARTICLE VIII

### STAFF REDUCTION POLICY: (Amended April 2003)

Whenever in the judgment of the School Board it is advisable to reduce staff in the district, the following procedure will be used:

1. The Superintendent will communicate, in writing, to the AEA the situation confronting the district so as to allow the AEA a reasonable opportunity to present possible alternatives in writing.
2. 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 district, prior evaluation records, competency, qualifications, certification, longevity, educational background, continuing contract status, federal mandates, and any other relevant considerations. In making staff reduction involving professional staff members on continuing contract status the Board will follow the provisions of SDCL 13-43-9.1, 12-43-10.1.
3. Any teacher laid off pursuant to this policy shall have recall rights to any position for which he or she is certified. For a period of two (2) calendar years from the effective day of such a lay off, any teacher(s) laid off shall be recalled to available positions in the reverse order of their lay off. Laid off teachers shall be notified by certified mail, sent to the teacher's address on file with the board, of vacancies for which they are certified. Failure to respond to such notification with twenty (20) calendar days of mailing such notification shall result in the termination of the teacher's right to recall hereunder. A recalled teacher shall retain previous local experience. Recall privileges cease when a staff member resigns.

## ARTICLE IX

### UNITED TEACHING PROFESSIONAL DUES: (Amended June 2008)

The teacher will be given the payment option they wish to choose on their actual teaching contract each year. The teacher will need to choose between getting their pay in nine months over the course of nine months or getting their pay in twelve payments over the course of twelve months. All salary reductions for benefits will be pro-rated over the total months in the payment option chosen by the staff member.

The Arlington Board of Education will allow payroll deduction in twelve equal monthly payments of the SDES-NEA dues. All names of the association members must be submitted to the business manager on or before September 10. Only one check (SDEA-NEA) is authorized to be sent each month.

## ARTICLE X

### TEACHERS RECORDS: (Amended June 1992)

The personnel and evaluation file for each teacher will be made available to the teacher upon written request. A teacher shall be informed of any material added to their personnel and/or evaluation file.

## ARTICLE XI

### LIQUIDATED DAMAGES: (Amended April 2022)

If no mutual consent as to the termination exists and if the teacher initiates the termination of this contract prior to its terminal date, the school district may withhold any money due the teacher or collect from the teacher the sum of \$1,000.00 as liquidated damages if such termination occurs on or before June 1<sup>st</sup>, the sum of \$2,000.00 if such termination occurs on or before July 1<sup>st</sup>, and the sum of \$3,500.00 if such termination occurs after July 1<sup>st</sup>.

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. It is FURTHER AGREED that the assessment of liquidated damages shall not preclude the school district's utilization of SDCL 1342-9 on revocation of certificate.

## ARTICLE XII

### POLICY HANDBOOK: (Amended April, 2015)

The superintendent shall notify the AEA president of school policy changes within 14 calendar days after Board approval. It will be the AEA president's responsibility to communicate school policy changes to all teachers.

## ARTICLE XIII

### STAFF INSERVICE DAYS/PROFESSIONAL DAYS: (Amended April 2010)

Certified staff members shall be granted input concerning staff in-service days. An in-service committee, consisting of one elementary teacher, one secondary teacher, principal(s), and superintendent/CEO, will plan staff in-services.

Tenured staff will be allowed up to three days of professional leave to attend a National Conference provided they have informed the superintendent and gained approval in writing before applying for any awards or conferences. After the superintendent has approved the leave the leave will also need to be approved at the next regularly scheduled board meeting. The district will pay up to \$200 toward room and board per year should the conference not be covered by an outside agency.

## ARTICLE XIV

### RETIREMENT POLICY:

For the staff member that signed a contract for the 2015-2016 school year, the staff member shall receive a retirement benefit amount equal to \$100.00 per consecutive years signed contracts through the 2016-2017 contract year (refer to table in administrative files) upon retirement. The retirement benefit shall be payable to the retired staff member in one installment on June 20 immediately following retirement.

## ARTICLE XV

### EVALUATION: (Amended April 2024)

#### According to Board Policy 4030: Evaluation of Certified Employees

All certified employees to be evaluated shall be notified annually of the evaluation process. A certified administrator, with the exception of the local board of education when it is evaluating the superintendent, will observe and evaluate each certified employee who is not yet in their fourth contract year for a full instructional period once each school year. A certified administrator will observe and evaluate certified teachers in their fourth contract year or beyond not less than every other year.

The evaluation will include, but not be limited to evaluating the employee's instructional performance, classroom organization and management, personal conduct, and professional conduct. The administrator will provide the employee with a list of areas in which to improve and suggestions for improvement.

Evaluation Standards. The District will use the minimum evaluation standards aligned with the Danielson framework as required by the South Dakota Department of Education. These standards:

- require teachers to be evaluated using multiple measures;
- serve as the basis for programs to increase professional growth and development of certified teachers; and
- include a plan of assistance for any certified teacher, who is in the fourth or subsequent year of teaching, and whose performance does not meet the school district's performance standards.

The evaluation will be written and discussed with the certified employee and signed and dated by both the evaluator and the employee. The teacher's signature only denotes receipt of the written evaluation, not their approval of the evaluation.

## ARTICLE XVI

### SCHOOL CALENDAR (Amended April 2023)

The school year shall consist of 176 days.

The AEA and the school board must agree upon any changes in the calendar.

A fee of \$20.00 per hour will be paid to staff that are required to attend training above and beyond the 176-day contract. The staff must submit required time spent for approval and the principal(s) will verify required time at this meeting.

The first five school days missed will be made up at the end of the school year. Beginning with the sixth school day missed, the missed school day will be made up using the first scheduled No School Day (Martin Luther King Jr. Day, Presidents' Day, and Spring Break/State Tournament Days) that is at least two weeks after the missed school day. When there are no longer any scheduled No School Days available to use for a school day missed, the remaining missed school days will be made up at the end of the school year. The board reserves the right to use inclement weather days as curriculum days with no extra pay or as regular classroom days.

## ARTICLE XVII

### Vacancy/transfer policy: (amended April 2013)

1. The board of education will fill vacancies from within the teaching staff whenever possible. Whenever a vacancy arises, the principal shall be responsible for posting the vacancy in his/her office, the teacher's workroom, and sending via email to all certified staff members.
2. Request by a teacher for a voluntary transfer to a different class must be made to the principal in writing within two weeks of the posting. The written request will be shared with all administration and the school board.

3. Whenever a vacancy exists or is anticipated, an involuntary transfer may be made when, based upon the principal's recommendations, the transfer is considered desirable or necessary. Involuntary transfers shall be made on the basis of the teacher's experience, competency, qualifications, and the length of uninterrupted service in the district.

In the event that an involuntary transfer is to be made, the following shall apply:

1. The transfer shall be made only after a meeting with the teacher and the principal.
2. In the event that the teacher's objections to transfer are not resolved by meeting and conferencing with the principal, he/she shall be offered the right to meet with the superintendent.
3. In the event that the teacher is not satisfied with the decision he/she may utilize the grievance policy to resolve the problem.
4. In the event the school district needs to assign, after August 1<sup>st</sup> of the current contract year, a class to a teacher and the teacher did not teach the class the last school year or volunteer to be reassigned, a minimum of \$500.00 compensation will be made for that late assignment.
5. In the event the board requests a staff member to recertify in a subject area not currently qualified to teach, the board will dispense a grant in advance based on verified undergraduate credit cost, books, study guides, tests, etc. The form for this request will be held in the business office and must be approved by the superintendent before going to the board. The person will then be required to teach in the district for a minimum of one year following the agreed upon completion of their new certification. Failure to follow this requirement will require the grant to be repaid to the district.

## ARTICLE XVIII

Teachers shall have the option of checking out on the last day of school, providing all check-out requirements are met.

## ARTICLE XIV (Amended June 2008)

### **Staff Grant Writing Incentive**

Any staff member or group of staff who write a grant the district then receives for use in our school will be paid 5% of the grant or \$500 whichever is less. All grants written would have to be approved in advance by the Administrative offices using the same procedure as purchase orders.