

Master Teacher Contract

Negotiated in April 2025

Updated last on 4/14/2025

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ARTICLE I

Salary

Teacher Base Pay

The base pay for teachers will be \$45,000 (2025) and increasing each year by the percentage given from the state. For example:

- | | | | | |
|----|--------------|--------------------------|--------------------|-------------|
| 1. | 2025 | | NEW MINIMUM SALARY | \$45,000 |
| 2. | 2026 - 1.25% | $\$45,000 \times 1.0125$ | NEW MINIMUM SALARY | \$45,562.50 |
-
- A. The Board keeps the ability to pay as necessary for “high demand” and “hard to hire” positions to retain such personnel.
 - B. Teachers shared with another school district will receive an additional one (1) months’ salary for two (2) semesters of class and/or a half (1/2) months’ salary for one (1) semester of class.

In-service days will be added into the contracts at \$150 per day. (2024)

Current teachers will receive a raise of \$1,000 (2025)

ARTICLE II

Extra-Curricular and Fine Arts Schedule

Junior Class Advisor Positions Pay (2025)

Head Prom Advisor	\$950
Prom Advisor Assistant	\$400

Fine Arts Activities Schedule

Intent but negotiable every year. (2025)

Oral Interp	\$650
1-Act	\$1,100
Spring Play	\$650
Spring Play	\$650
Yearbook	\$1,500
NHS	\$400
Vocal	\$1,000
Instrumental	\$1,550
Skills USA	\$900
Library	\$1,570

Following the FY2026, percentage increases will be negotiated yearly.

Extra-Curricular Activities Schedule

Athletic Extra-Curricular activities salaries will be a joint decision of the Tripp-Delmont and Armour School Boards and be the same for equivalent positions. (2023)

1. Since these are a joint decision of the Tripp-Delmont and Armour School Boards the Teachers Association will not be able to negotiate this. Coaches will have to attend a joint school board meeting to discuss negotiations.

Fall Sports

Head Volleyball	\$4,939.41
Asst. Volleyball	\$3,864.48
5 th -8 th Volleyball	\$2,723.86
5 th -8 th Volleyball	\$2,723.86
Head Football	\$4,560.02
Asst. Football	\$3,611.55
Asst. Football	\$3,611.55
Jr. High Football	\$2,663.09
Jr. High Football	\$2,663.09
Cross Country	\$3,028.35
Cross Country Assist	\$2,271.26

Winter Sports

Boys Head Basketball	\$5,129.10
Boys JV Basketball	\$3,864.48
Boys 7 th -8 th Basketball	\$2,663.09
Boys 7 th -8 th Basketball	\$2,663.09
Boys 5 th -6 th Basketball	\$2,157.24
Boys 5 th -6 th Basketball	\$2,157.24
Girls Head Basketball	\$5,129.10
Girls JV Basketball	\$3,864.48
Girls 7 th -8 th Basketball	\$2,663.09
Girls 5-6 th Basketball	\$2,157.24
Girls 5-6 th Basketball	\$2,157.24

Spring Sports

Head Track (B & G)	\$4,433.56
Asst. Track (B & G)	\$3,548.32
Asst. Track (B & G)	\$3,548.32
Jr. High Track (B & G)	\$3,232.17
Jr. High Track (B & G)	\$3,232.17
Cheerleading	\$2,663.09
Cheerleading	\$2,663.09
Golf	\$3,105.71
Golf Asst.	\$2,252.50
Athletic Director	\$8,000.00
Sports Coordinator	\$3,000.00
Broadcast	\$3,540.00

ARTICLE III

Calendar

There shall be a negotiated calendar. Calendar negotiations may take place prior to the opening of regular negotiations on rates of pay, wages, hours of employment, or other conditions of employment. Either party may request, in writing to the other party, the opening of negotiations on a calendar for the ensuing school term.

- . The school calendar will not be a negotiated item but will be an administrative decision with adequate staff input. (2014)

ARTICLE IV

Pay Periods and Benefits

Pay Periods

1. Employees shall be paid on the 20th of each month. When the 20th falls on Saturday, Sunday or during a break other than summer vacation, the employees shall be paid on the last working day prior to the 20th. All current employee-authorized deductions from payroll shall continue in full force and effect.

Benefits

1. Health Insurance

- a. The district will pay \$784 toward employee health insurance each month. This covers the cost of single \$1000 deductible. (2025)

2. Dental Insurance

- a. The district will pay half of the amount toward employee dental insurance each month.
 - i. This will be for all teachers that utilize the school dental insurance (Companion Dental). (2022)

3. Payment of Unused Leaves

- a. Personal Days Not Carried Over
 - i. At the end of the year, teachers may cash in any unused personal days not carried over at the rate of \$60 per unused day. (2009)
- b. Sick Days Not Carried Over
 - i. At the end of the year, any excess over the 50 day carryover maximum will be paid out at a rate of \$50 per day.
 - ii. Staff earn 12 sick days at the beginning of the contract year.
 - iii. At the end of a contract year, maximum carryover is 50 days. Maximum accumulation shall be 62 days total to start the new contract year.
- c. Sick Days unused when leaving the system
 - i. In order to receive payment for unused sick leave, the person leaving the employment of the school district shall notify the Superintendent in writing by May 15.
 - ii. Payment for unused sick leave will not be made to any person that leaves employment because of non-renewal or dismissal, except a person non-renewed because of staff reduction shall be eligible to receive payment for unused sick leave.
 - iii. A person that has a signed contract and leaves the employment of the school district before completing the contract will not be paid for unused sick leave.
 - iv. No person will be paid for unused sick leave if the school district is dissolved or reorganized.
 - v. A person must have completed five (5) years of employment in the Armour School District to be eligible to receive payment for unused sick leave.
 - vi. Upon retirement, a certified staff member who has twenty five (25) or more years of employment with the district, will be paid \$50 per day for up to fifty(50) days of accumulated sick leave. 2025
 - vii. A lump sum payment for unused sick leave shall be paid with the employee's final paycheck.

ARTICLE V

Leaves

Sick Leave

1. Part-time certified instructional employees will earn cumulative sick leave on a pro rate basis related to their hours of employment. Employees that work half days for the school term shall receive twelve (12) half days of sick leave each year and may accumulate up to fifty (50) half days.
2. Sick leave shall be computed and verified as of the last day of each school term to determine the total number of accumulated days of sick leave.
3. Sick leave is for actual sickness or disability of the employees so that his/her presence in school is not possible or advised. The board may require certification by a physician that the employee's physical condition is such that his/her presence in school is not possible or advised.
 - a. A medical examination (which would include such things as eye and dental appointments). Teachers should attempt to schedule appointments so that they are only absent for one-half day.
 - b. Serious illness in the immediate family may be counted as sick leave. (Immediate family is defined to include: parent, brother, sister, husband, wife, child, ward, guardian, grandparent, grandchild, mother-in-law, father-in-law)
 - c. Sick leave may be used in the event of a daycare closure. Two (2) sick days will be deducted per day. (2021)
4. Excessive use of sick leave (i.e. use over allotted days) will result in the deduction of 1/~~177~~ of the annual pay for every day used over allotted days. Those on an extended contract will be reduced accordingly.
5. Delegations from the school may attend funerals of school employees or funerals related to the immediate family of school employees without deduction from sick leave.
6. The Superintendent shall make decisions as to sick leave when there is no board policy to cover the situation.
7. A sick leave transfer account is available which will allow each teacher to donate one (1) unused sick leave day to another teacher. These donated days must be approved by the superintendent. (2004)

B. Personal Leave

All regular teachers and all other regular employees may be allowed personal leave at the discretion of the superintendent.

Personal leave shall be defined as leave for personal reason or reasons not covered in any other policy.

The first two (2) days may be granted by the superintendent. After two (2) days, depending on the circumstances, and with the school board's approval, additional leave may be granted and the salary may be reduced by the cost of a substitute or by 1/177 of the teacher's salary.

1. Long term leave possible with board approval.
2. Teachers may bank up to five (5) personal days. (2016)
3. Personal time may be used on a per hour basis tracked through weblink. (2024)

C. Professional Leave

All faculty members should be encouraged to take professional leave in their respective fields. Principals should be encouraged to inform potential participants of such opportunities.

Teachers shared with another school district, will receive one (1) additional professional day. (2008)

D. Jury Duty Leave

Employees who are subpoenaed to testify in court in a case in which they are not a part of or who are summoned during a workday for jury duty will be paid his/her regular salary for the hours of jury duty that correspond to the employment work hours. Fees paid for jury duty or witness fees will be submitted to the district with the exception of compensation earned for time before and/or after the employee's regular work hours, any fee paid for mileage to or from court site and meal reimbursement.

E. Maternity Leave

The Family and Medical Leave Act (FMLA) provides certain employees with up to 12 weeks of unpaid, job-protected leave per year. It also requires that their group health benefits be maintained during the leave.

FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women. FMLA applies to all public agencies, all public and private elementary and secondary schools, and companies with 50 or more employees. These employers must provide an eligible employee with up to 12 weeks of unpaid leave each year for any of the following reasons:

1. For the birth and care of the newborn child of an employee;
2. For placement with the employee of a child for adoption or foster care;
3. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
4. To take medical leave when the employee is unable to work because of a serious health condition.

Employees are eligible for leave if they have worked for their employer at least 12 months, at least 1,250 hours over the past 12 months, and work at a location where the company employs 50 or more employees within 75 miles. Whether an employee has worked the minimum 1,250 hours of service is determined according to FLSA principles for determining compensable hours or work.

Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

A final rule effective on January 16, 2009, updates the FMLA regulations to implement new military family leave entitlements enacted under the National Defense Authorization Act for FY 2008.

Special rules apply to employees of local education agencies. The Department of Labor administers FMLA; however, the Office of Personnel Management (OPM) administers FMLA for most federal employees. (As of March 2017)

1. Employees may use accumulated sick days to cover maternity leave. The School will adhere with all FMLA Laws.

ARTICLE VI

Workday

School Hours and Workday

The teachers' workday shall be twenty (20) minutes before school begins until twenty (20) minutes after students are dismissed. The day preceding a vacation, school closing time shall be 12:30p.m along with the first day and last day of school.

Transfer of Instructional Personnel

The Superintendent shall have the authority to transfer instructional personnel to assignments for which they are certified. Transfer of assignment duties will be made after consultation with the certified instructor and the principal

Duties and Responsibilities of Instructional Personnel

Instructional personnel will carry out assignments as outlined by the superintendent and the principal according to the policies of the school board.

Supervision of Instructional Personnel

1. All personnel are under the delegated supervision of the superintendent.
2. Direct supervision of each building is the responsibility of the respective principal.
3. The superintendent and principal have the authority to visit any classroom, practice session, or teacher's meeting.

Line of Authority

A line of authority for supervision of the elementary building and a line of authority for the supervision of the high school building shall be established each year at the annual meeting in July. The line of authority shall list (3) people for each building by name, in the order in which they will assume authority. When the principal is absent from the building, the next person in the line of authority shall take charge and have the authority to make decisions required of the principal.

Curriculum Planning

Teachers will be permitted to take time off for curriculum planning, technology, and so on with the approval of the superintendent. The teachers must tell Administration at least one (1) month in advance so that the superintendent can approve their plan for the time off. (2004)

1. If the plan is approved, Administration will close the school and dismiss at 2:00 p.m. one day a month, although Administration cannot guarantee that each month's plan will be approved.
2. After each session, the teachers must also give a report to the Superintendent on how productive the time off was and what was accomplished.

ARTICLE VII

Contract Issues

1. All personnel shall be contracted according to law.
2. A teacher shall be employed only upon a written contract signed by the teacher, president of the board, and the business manager. SDCL 13-43-4.
3. Terms of the contract shall specify the date at or about which school shall begin, the term of employment, the wages per month, and the time of payment. The contract must be signed in duplicate and a copy filed in the administrative office.
4. Liquidated Damages: Teachers will be permitted to resign from their contract without any assessment of liquidated damages up to the last day of the current school term. Thereafter, a charge equal to the actual costs of obtaining a replacement may be levied.
5. The school board may dismiss any teacher at any time for plain violation of contract, gross immorality, incompetence, or flagrant neglect of duty. SDCL 13-43-15

ARTICLE VIII

Reduction in Force

A. Staff Reduction

In the event the Armour School District 21-1 Board determines that a staff reductions is necessary, the following procedures will apply:

1. An effort will be made to effect the reduction through normal attrition
2. Positions held by persons with less than full certification for their current assignment will be open if the position is needed and will be available for a fully certified person who has been notified that their position has been eliminated.
3. If a position of a fully certified person is terminated due to staff reduction, the Board will determine which certified staff member(s) are to be released using the following criteria, as applicable. This criteria is not necessarily in order of importance:
 - . Student and curriculum needs
 - . Financial condition of district
 - . Prior evaluation records
 - . Competency
 - . Qualification
 - . Certification
 - . Experience in the area to be taught
 - . Educational background
 - . State and federal mandates
 - . Other relevant administrative recommendations and considerations

The Armour School district 21-1 Board will provide the certified individual who has been notified that their position has been eliminated with a list of those positions described in steps 1, and step 2, above. The list should accompany the letter of intent. The Letter of Intent is Pursuant to SDCL 13-43-6.4 that such notice shall be given in writing and signed by the individual so affected, by April 15 for a RIF in the following year.

In making staff reductions involving professional staff members on continuing contract status, the Board will follow the provisions of state law.

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 contract certified individual is laid-off because of reduction in staff and a vacancy occurs in the subject areas and activities in which a laid-off individual had been teaching or is qualified to teach, re-employment shall be extended to the teacher in reverse order of lay-off.

When more than one staff member has the same recall date and is qualified for the open position, the Armour School District 21-1 Board may consider, among other things, recommendations of administrative staff, qualifications, years of service and educational background in selecting the person to be hired. A recalled certified employee shall retain previously accumulated sick leave benefits, unless the employee at the time of staff reduction elected to accept payment for unused benefits as determined by the negotiated agreement.

Recall privileges cease when a staff member submits a resignation and it is accepted by the Board. 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 certified employees under contract with another school district unless that recall is for anticipated positions in the ensuing year.

Legal Reference: SDCL 1-43-6 through 13-43-6.6

Adopted May 2013.

ARTICLE IX

Hiring

Any vacancy which occurs in the school district shall be posted by email throughout the school district's system. Any certified employee who desires a transfer to the vacancy shall request the same in writing to the Superintendent within five (5) days of the posting. (2013)

ARTICLE X

Grievance Procedure

Definitions:

A. A grievance is a complaint by a person or group of persons employed by the Armour School District 21-1, made either individually or by a duly authorized and recognized 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 non-existing 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. The term "days", when used in this policy, shall, except where otherwise indicated, mean calendar days except for Sundays, school district-observed legal holidays and vacation days. Summer break is not considered "vacation days".

Purpose:

A. The purpose of this procedure is to secure, at the lowest possible level, equitable solution to the problems which may from time to time arise between employees and the district and to facilitate this purpose these proceeding 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. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

Procedure:

A. It is important the grievance 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.

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, 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 then (10) 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. A supply of the grievance forms shall be on file with the building principal, and/or the immediate supervisor.

Informal Procedures:

If an employee feels he has grievance, he 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.

Formal Procedures:

Level One-School Principal, Immediate Supervisor or Other Administrator

- . If an aggrieved person is not satisfied with the disposition of his problem through informal procedures, he shall submit his grievance in writing.
- . Signed copies of the written grievance shall be delivered by the employee to each of the following: supervisor, principal or other administrator, the Superintendent of Schools, and the President of the school board.
- . An employee who is not directly responsible to a building principal may submit his formal written grievance to the administrator or supervisor to whom he is directly responsible.
- . The administrator, within five (5) days of filing of the grievance shall render his decision in writing to the aggrieved person.

Level Two – Superintendent of Schools

- . If an aggrieved person or the board is not satisfied with the decision concerning his grievance at Level One, or if no written decision has been rendered within five (5) days, he shall within three (3) days after the decision is rendered, or within eight (8) days after filing at Level One, resubmit his grievance in writing to the Superintendent of Schools.
- . The Superintendent of Schools shall within five (5) days from the filing of the written grievance meet with the aggrieved person for the purpose of resolving the grievance. The Superintendent shall, within five (5) days after this meeting render his decision in writing to the aggrieved person.

Level Three – Board of Education

- . If the aggrieved person or the board is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days, he shall within five (5) days thereafter resubmit the grievance to the Business Manager and the President of the Board.
- C. At its next meeting, or at a time mutually agreed upon by the parties, the Board or its designated representative shall hold a hearing on the grievances. The decision of the board shall be rendered in writing within five (5) days after the hearing.

Level Four – Department of Labor

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, the grievant may within thirty (30) calendar days after the receipt of the written decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to Statute. The inclusion of this paragraph in the 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.

Miscellaneous:

- . If, in the course of investigation of any grievances 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.
- . 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 mutual consent of both parties.
- . Any party or parties interest shall appear and may be represented at formal levels I and II of the grievance procedures by one (1) representative. When the representative is not a member of the employee organization, the employee organization shall have the right to have (1) spokesperson present and to have that spokesperson state its views at the formal levels I and II 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 III, a maximum of three (3) representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.

- . If, in the judgment of the employee organization, a grievance affects a group or class of employees, the organization may submit such a 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 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.
- . Meetings and hearings under this procedure shall not be conducted in public and shall include 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 III grievance shall be made in open session but the name of the aggrieved party shall not be disclosed.
- . 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 of 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.
- . 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 XI

Evaluation Procedure

Evaluation instrument to change to follow State Guidelines. The Charlotte Danielson model will be used. (2014)

1. Teachers will have some input on Components that will be selected as the “focus” of evaluations although other basic teaching skills may be considered. (2014)

ARTICLE XII

Negotiations Guidelines

1. In accordance with SDCL 3-18, the Board hereby recognizes the Armour Education Association/SDEA/NEA as the official representative for all full and /or part-time teachers including all of the following: classroom teachers, special education teachers, librarians, and any other teaching staff positions with the exclusion of the administration and/or any administrative personnel holding the preceding assignments.
2. The parties agree to enter into negotiations pursuant to SDCL 3-18. Negotiations by the parties shall be conducted in good faith. Such obligation does not compel either party to agree to a proposal or require the making of a concession but shall require a statement or rationale for any position taken by either party in negotiations.
3. Neither party shall have any control over the selection of the negotiators or representatives of the other party. The parties mutually pledge that their representatives will be authorized to make proposals and consider proposals in the course of negotiations. Each party shall determine its own chairperson and/or spokesperson. The spokesperson may request that another team member speak to present information or an explanation during a negotiations session.
4. Either party may utilize the services of outside consultants, and may call upon professional and legal representatives for advice during negotiations.
5. Negotiation sessions shall be held at times and locations mutually acceptable to both parties. Prior to adjournment, the time and location of the next session shall be determined by mutual agreement.
6. Both parties will exchange written proposals at the same session. Any new proposals shall be added only through mutual agreement of the parties.
7. Either party may request caucuses when necessary.
8. The notes of the negotiations sessions shall be taken and kept by each party as necessary. Any tentative agreement shall be initialed and dated by the parties at the time of agreement or prior to the start of the next meeting.
9. At the completion of the negotiations process, both parties shall submit all tentative agreements to each body for normal ratification.
10. If negotiations are not settled by May 1st, contracts will be issued pursuant to law, SDCL 3-18-2.2.

ARTICLE XIII

Effects of Agreement

Complete Understanding: The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written consent of the parties.

Individual Contracts: The terms and conditions of this agreement shall be reflected in individual contracts.

Savings Clause: Should any part of this agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from the agreement. The remaining parts shall be in full force.

Term of Agreement: The provisions of this agreement shall be effective as of July 1, 2017, and continue in effect until June 30, 2018. If a successor agreement is not arrived at, the terms of this agreement will remain in effect until a successor agreement is established and signed by both parties or until completion of impasse procedures according to South Dakota Codified Law (SDCL) 3-18-8.1 and 3-18-8.2.

President, Armour Board of Education

Date

Armour Teachers Association Representative

Date

Armour Teachers Association Representative

Date

Armour Teachers Association Representative

Date

School Board Member Representative

Date

School Board Member Representative

Date

School Board Member Representative

Date