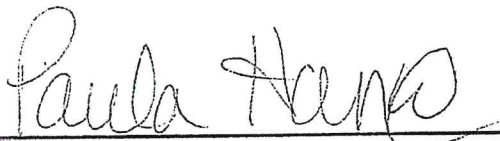


NEGOTIATED AGREEMENT
BETWEEN
BRITTON-HECLA SCHOOL DISTRICT 45-4
AND
BRITTON-HECLA EDUCATION
ASSOCIATION
2024-2025



Paula Hanson, BHEA Negotiator



Troy Knecht, Britton-Hecla Board Negotiator

April 8, 2024

NEGOTIATED AGREEMENT

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BRITTON-HECLA SCHOOL DISTRICT
45-4

AND

BRITTON-HECLA EDUCATION
ASSOCIATION

2024-2025

Formal Copy

TABLE OF CONTENTS

SALARIES & BENEFITS	3
LIQUIDATED DAMAGES FOR RELEASE FROM CONTRACT	5
INSERVICE	6
ADMISSION TO ACTIVITIES	6
INSURANCE	6
LEAVE POLICIES	
A. PTO (Paid Time Off)	6
B. PROFESSIONAL LEAVE	7
C. LEGISLATATIVE LEAVE.....	8
D. JURY/SUBPOENA LEAVE.....	8
E. EDUCATIONAL LEAVE.....	8
REDUCTION IN FORCE (RIF)	9
GRIEVANCE PROCEDURE POLICY.....	10
EXTRA-CURRICULAR SCHEDULE.....	13

A. Salaries

1. Regular Salaries for the 2024-2025 School Year:
 - a. The teacher base must be set at \$45,000 (according to SB 127-Section 4 from amended SDCL 13-13-73.6). Due to this, teachers will be given a flat rate increase of \$2350 on individual FTE salaries.
 - b. **Please note: For accounting purposes the salary listed on the contracts will be rounded up to the next even dollar amount. I.e., \$52,232.35 would be rounded up to \$52,233.00.
2. Teacher Base Salary: Teacher base salary for the 2024-2025 school year is set at \$45,000.
3. Extra-Curricular Base Salary: Extra-curricular base salary will be the same as the current teacher base salary

B. New Hire Credited Years' Service

1. When determining starting salary of a newly hired teacher, years of experience will be considered.
 - a. Years of experience will be the number of years of prior teaching experience up to 15.
 - b. Prior years' experience shall have occurred within the last 18 years in an accredited public or private school district.
 - c. To count as a year of experience, the experience must exceed one half year by one day.
2. A teacher with previous experience will receive a salary equal to a teacher with the same experience in the system. If there is no one in the system at that level, the new teacher's salary will be prorated with salary levels above and below their level of experience.
3. While it is the intent of the Board of Education to not exceed this limit, the Board reserves the right to offer salaries above this limit. The Board of Education or its designee will notify a representative of the BHEA when a teacher is hired at a salary above the normal placement or that exceeds the salary of a teacher in the system with similar experience or education, along with rationale for the decision.
4. This section will have no impact on salary of teachers hired for the 2023-2024 school year or prior.

C. Lane Changes:

1. The Britton-Hecla Board of Education authorizes changing the lanes of salary scheduled if the following conditions are satisfied:
 - a. BA+15: Upon earning 15 semester hours of credits from a fully accredited college or university. These courses may be "general" in nature but must be acceptable as a graduate credit. Upon completing this requirement the educator will receive a \$1000 pay increase to their contracted salary.
 - b. BA+25: Upon earning 10 semester hours of graduate credit from a fully accredited college or university in your area of academic employment. These courses will be approved by a committee consisting of the Superintendent, One (1) Britton-Hecla Board of Education member, the building principal, and Two (2)

BHEA members. These courses must be taken chronologically after the courses that were used to move from the BA to BA+15. Upon completing this requirement, the educator will receive a \$1000 pay increase added to their contracted salary.

- i. i.e. You are a Business Education teacher and have taken 15 graduate hours in the area of Business Education through the summer of 2016. During the fall of 2016 you enroll and complete a graduate course called "Psychology of Discipline". This course will not count toward the BA+25, and since it was taken after the other courses were completed for the BA+15 it cannot be substituted for one of the courses previously taken.
 - c. **Masters or BA+40:** Upon receiving a Masters Degree from a fully accredited college or university in your area of academic employment. This degree must be approved by the above-mentioned committee. Upon completing this requirement the educator will receive a \$1000 pay increase added to their contracted salary.
 - d. **Masters +15:** Upon earning 15 semester hours of graduate credit beyond your Masters Degree from a fully accredited college or university in your area of academic employment. The graduate credit above the Masters Degree must be approved by the above-mentioned committee. Upon completing this requirement, the educator will receive a \$1000 pay increase added to their contracted salary.
 - e. **Masters+25:** Upon earning 25 semester hours of graduate credit beyond your Masters Degree from a fully accredited college or university in your area of academic employment. The graduate credit above the Masters Degree must be approved by the above-mentioned committee. Upon completing this requirement, the educator will receive a \$1000 pay increase added to their contracted salary.
- 2. To be eligible for a lane change, a transcript must be presented to the Superintendent's office by September 1st of the year for which the change is desired.
 - 3. **Education thresholds described in this section will be considered when hiring a new teacher. The Board of Education reserves the right to offer salaries above the limits indicated in this section.**

D. Other Salary Items

- 1. **Contract Payments:** Teacher contracts shall be paid in twelve (12) equal payments beginning in September.
 - a. Teachers shall be paid on the 20th day of each month unless the 20th falls on a non-working day for teachers, in which case payday will be on the last working day prior to the 20th.
 - b. Staff members that are choosing to retire or choosing not to renew their contract at the end of the current contracted year will be paid \$2000 if the District is notified in writing by 4:00 p.m. the Friday prior to the January board meeting, and \$1000 if the District is notified in writing by 4:00 p.m. the Friday prior to the

February board meeting providing they fulfill their contract obligation. Payment will be included in the final contract payment.

2. **Part-Time Teachers:** Determining salaries for other than full-time teachers shall be calculated in the following manner:
 - a. **Grades 7-12:** The number of class periods with teaching assignments shall be divided by the number of class periods in the day to provide a decimal equivalent of full time. .125 shall be added to the above decimal equivalent for each period with teaching assignments for planning time credit. The above calculations are based on an eight period day.
 - b. **Grades K-8:** The number of minutes a part-time teacher is required to be present on a regular teaching day less the number of minutes for lunch, if applicable, shall be divided by the number of minutes in the day to provide a decimal equivalent of full time. A teaching day for a full time equivalency regular class room teacher shall be defined as the minutes between the time students are expected to be present and the time they are dismissed for the day less the number of minutes for lunch and recess. Example:
8:30 to 3:00 p.m. = 390 minutes less 30 minutes for lunch and two (2) 15-minute recess periods for a total teaching day of 330 minutes.
3. **Other Certified Hours:** The District shall pay certified staff members at the rate of **\$25.00** an hour, for summer, Saturday or other time, pre-approved by the administrator, for curriculum development, teaching adult education, summer school classes, and Drug & Alcohol Program. These amounts may be increased at the discretion of the school board.
4. **Video Classes:** A teacher will be paid an extra \$600 per class per semester for video classes taught.
5. **Professional Membership Duty:** The board agrees to pay professional membership dues not to exceed \$50.00 per teacher. Dues have to be paid for a specific organization. (Area Reading Council, Coaches Association, Bandmasters, etc.), not for general educational associations such as BHEA, SDEA, NEA, etc.

E. Liquidated Damages for Release From Contract: In the event of non-fulfillment of a contract or a request for release from a contract prior to contract termination, the board may withhold from any monies due the employee, or request submission of an amount as prescribed from the following schedule within the dates stipulated. The board may give due consideration to the individual's circumstances for request. Liquidated damages may be assessed once contracts are signed and approved by the board.

UP TO JUNE 15	\$ 1,500.00
JUNE 16 THROUGH JULY 15	\$ 2,500.00
JULY 16 OR AFTER	\$ 3,500.00 plus mutual consent

F. Inservice

1. A minimum of one school day or its equivalent shall be included in the school calendar for the purpose of conducting faculty in-service activities. The time and subject of the in-service activities shall be determined by the administration with input from the faculty. All teachers shall be expected to attend all scheduled in-service activities. Unexcused absences will result in a proportionate salary deduct.
2. Two days preceding the opening of school will be scheduled for the purpose of conducting staff meetings, distributing class membership lists, preparing for the start of the school year, etc.
3. Funds provided to the school district by the State of South Dakota for the enhancement of salaries or specifically for compensating teachers for staff development activities shall be paid each eligible teacher less withholdings required by law.

G. Admission to Activities: The Board provides free admission to all school sponsored events for teachers employed by the Britton-Hecla School system, except events sponsored by groups other than the Britton-Hecla Public School, or events in which more than two units participate.

H. Insurance

1. The Board of Education will provide \$602 per month towards the cost of the board approved insurance policy.
2. The Board of Education agrees to provide \$25,000.00 of life insurance and accidental death insurance on each participating employee.

I. Leave Policies

1. **Paid Time Off (PTO):**
 - a. Staff will receive 10 days of PTO per year to use at their discretion. The full ten (10) days will be made available to all 1.0 FTE staff members the first workday each school year. Staff will be reimbursed at a rate of \$100/day for each unused day of PTO to a maximum of 10 days. At the end of each year individual staff member may choose to be paid out for the 10 days, or choose to transfer any unused days to their individual sick bank.
 - b. All new hires will receive 10 days in their individual sick bank. Staff will be allowed to carry a maximum of 30 days of individual sick leave in their bank. At the end of each year, certified staff that choose to bank any unused **PTO** days and transfer those days to their individual sick bank will not be reimbursed for the days transferred. If the individual sick bank already contains 30 days of accumulated leave, they will automatically be paid for any of the 10 remaining **PTO** days at a rate of \$100/day.
 - c. PTO for any staff hire that occurs during the current school year will have PTO allocated based on the amount of the contract year in which they are working. (A

new hire that works .8 of the contract would receive .8 of the PTO allocation for that year).

- d. *****Staff members are allowed to gift as many days as they so choose of their PTO days to another staff member who is in need of PTO days. Any requests to transfer must be initiated with the Business Manager for approval.**
 - e. Individual sick bank leave can be used for the following: Funeral, illness, medical issues, and maternity/paternity. Days can be used for yourself, parents, your spouse, children, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, aunt, uncle, or cousins. In the event of an extended illness of an immediate family member, not listed above, the certified employee may be granted, by the Britton-Hecla School Board, the use of additional days from their individual sick bank.
 - f. Certified staff are allowed to use up to five (5) days a **maximum of three (3) occurrences** for bereavement leave from their individual sick bank.
 - g. *****All 10 days of PTO must be used prior to using/accessing any days from individual sick banks.**
2. **Professional Leave:** Professional leave may be granted by the administration to provide teachers with the opportunity to attend meetings of an educational nature, which would improve the teacher's area of academic responsibility. The teacher should present the agenda of the meeting to the Principal at least one week before the meeting. The principal will notify the teacher of approval or reason for disapproval of the meeting, three days prior to the meeting. **Denial of professional leave is not subject to a grievance.** If the Board and or the Administration request a teacher/teachers to attend a professional leave activity, the District will pay the expenses. If a teacher requests to attend a professional leave activity, the District may pay 100% of the expenses, and will at the discretion of the Superintendent, pay up to \$100 (cost of registration and up to 50% of expenses with a total not to exceed \$100). The District will also pay for the cost of the substitute teacher.

3. **Legislative Leave:** The Britton-Hecla Board of Education authorizes leave for Britton-Hecla employees to be elected to and serve in the SD Legislature as per South Dakota state law.
4. **Jury/Subpoena Leave:** 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 a leave with pay for the days or parts of days such absence is required. Any per diem or reimbursement received for jury duty or the designated subpoena absence, excluding mileage, shall be paid into the general fund of the school district. Such teacher shall notify the superintendent at least 48 hours in advance of the necessity for taking jury/subpoena leave.
5. **Policy for Educational Leave:** A leave of absence for study may be granted by the Britton-Hecla Board of Education based upon the fulfillment of the following criteria:
 - a. A teacher who has been on the staff of the Britton-Hecla School District for a minimum of three years and has a record of satisfactory service may apply for a study leave for a period of one year. Upon return the following school year, the teacher will be restored to a position in his/her academic field if it still exists.
 - b. A teacher requesting a leave of absence for study shall be required to take at least ten semester hours a semester or ten hours a quarter in a college or university accredited by the North Central Association of Colleges and Secondary Schools or an equivalent accrediting agency.
 - c. Study leave shall be a leave without pay.
 - d. A teacher being granted a leave of absence for study shall return to the same step on the salary schedule that the teacher would have been on when he/she left. The teacher may advance in lanes if he/she has fulfilled the requirements to do so. They must provide a transcript indicating the required credits have been earned.
 - e. No more than 5% (Five Percent) of the faculty may be granted a leave of absence for study in any one (1) school term.
 - f. Granting a leave of absence for study is contingent upon finding a qualified and acceptable replacement.
 - g. Educational leave must be applied for in writing prior to April 1 preceding the year the leave is to be taken. Approval or rejection will be given prior to June 1 preceding the year for which the leave is to be taken. **Denial of educational leave is not subject to a grievance.**

J. Staff Reduction/Recall Policy

1. Staff Reduction Policy: Whenever in the judgment of the board it is advisable to reduce staff in the district, the following procedure will be used.
 - a. The board will use reasonable efforts to communicate the situation confronting the district to the staff to allow the staff a reasonable opportunity, not to exceed 10 days from the date of a communication, to present possible alternatives such as early retirement, normal attrition, part-time contract, contract for substitute teaching, and/or other alternatives which could accomplish the same goals.
 - b. No professional staff member protected by statutory continuing contract provisions will be non-re-employed while qualified and certificated for a position held by a person temporarily or not fully certificated by the State Board of Education.
 - c. When paragraph (b) does not apply in the district, the board hereby establishes the following criteria (not necessarily in order of priority), any of which may be used in determining which professional staff will be affected by staff reduction: student needs, financial condition of district, priority of programs, program elimination, recommendations of administrative staff, evaluation records, competency, qualification, certification, longevity, educational background, federal and state affirmative action requirements as well as any other relevant considerations.
 - d. In making staff reduction involving professional staff members on continuing contract status, the board will follow all state and local statutes.
2. Policy on recall of faculty members who were subject to lay-off by reduction in force.
 - a. For the purpose of the 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, re-employment shall be extended to the teacher in reverse order to lay-off. When more than one staff member has the same recall date and is qualified for the open position the board may consider, among the other things, recommendations of the administrative staff, qualifications, years of service and educational background in selecting the person to be hired. A recalled teacher shall retain previously accumulated sick leave benefits
 - b. 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.

K. Grievance Policy

1. **Definition of Grievance:** A grievance is an allegation by an employee or group of employees that there has been a violation or inequitable application of a provision of the negotiated agreement or a policy of the board of education.
2. **Procedural Steps:** The procedure for handling grievances is as set forth below.
 - a. **Step 1 - Oral Notice to Principal:** The grievant is encouraged to initiate the grievance by presenting it to his or her principal or immediate supervisor in order to give the principal or supervisor the opportunity to address and resolve the grievance directly.
 - b. **Step 2 - Written Grievance to the Principal:**
 - i. If the grievance is not resolved to the satisfaction of the grievant, the grievant representative may present the grievance in writing to the principal within fourteen (14) days of the incident.
 - ii. The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.
 - c. **Step 3 - Written Appeal to the Superintendent of Schools:**
 - i. If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination.
 - ii. The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.
 - d. **Step 4 - Appeal to the Board of Education:** If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.
3. **Arbitration:** If, after following the grievance procedure, the grievance remains unresolved, it may be appealed to the Department of Labor. These procedures shall not be construed so as to prevent any individual on his/her own initiative from exercising the procedural rights accorded an association.
4. **Written Presentation:** All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, the remedy sought by the grievant, and the specific reason(s) and rationale why the grievant disagrees with the decision at the previous Step. All grievances at Step 2 and appeals at Step 3 and Step 4 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

5. **Clerical:** Forms for filing and processing grievances and other necessary documents shall be made available through building principals, the association school representative, and the committee so as to facilitate operation of the grievance procedure. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. **Grievance Meetings or Hearings:** All meetings and hearings conducted under this procedure up to and including Step 3 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.
7. **Association Representation:** A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.
8. **Reprisals:** No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.
9. **Withdrawal of a Grievance:** A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.
10. **Advanced Step Filing:** A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.
11. **Time Limitations:** Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step. When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.
12. **Requirement to Grieve:** This grievance procedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or board member, individually, has the authority to waive the requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandoned, will be forfeited.
13. **Bad Faith or Serial Filings:** The purpose of the grievance procedure is to resolve complaints and grievances regarding covered matters at the lowest level possible within the chain of command. Grievances filed without any intention to attempt to resolve the issues raised; for the purpose of adding administrative burden; or for purposes inconsistent with the professional obligations of district staff members may be dismissed by the superintendent without providing final resolution other than noting the dismissal on a basis in this section.

Adopted: 2024

Amended: N/A

PLACEHOLDER FOR REVISED GRIEVANCE FORM

**Britton-Hecla School District 45-4
Athletic Schedule**

2024-25 Base		45000					
Position	%	0-2	3-5	6-8	9-10	11+	Step
Head Varsity BBB	10%	4500	4838	5175	5513	5850	338
Head Varsity GBB	10%	4500	4838	5175	5513	5850	338
Head Varsity Football	10%	4500	4838	5175	5513	5850	338
Head Varsity Track	10%	4500	4838	5175	5513	5850	338
Head Varsity Gymnastics	10%	4500	4838	5175	5513	5850	338
Head Varsity Wrestling	10%	4500	4838	5175	5513	5850	338
Head Volleyball	10%	4500	4838	5175	5513	5850	338
Cross Country	8%	3600	3870	4140	4410	4680	270
Golf	8%	3600	3870	4140	4410	4680	270
Ass't. A.D.	10%	4500	4838	5175	5513	5850	338
Ass't BB	7.50%	3375	3628	3881	4134	4388	253
Ass't GBB	7.50%	3375	3628	3881	4134	4388	253
Ass't Gymnastics	7.50%	3375	3628	3881	4134	4388	253
Ass't Wrestling	7.50%	3375	3628	3881	4134	4388	253
Ass't Volleyball*	7.50%	3375	3628	3881	4134	4388	253
Ass't Football (2)	6.50%	2925	3144	3364	3583	3803	219
Ass't Track (3)	6%	2700	2903	3105	3308	3510	203
Ass't Golf	5%	2250	2419	2588	2756	2925	169
JH BB (1 Coach)	4%	1800	1935	2070	2205	2340	135
JH BB (2 Coaches)	3%	1350	1451	1553	1654	1755	101
JH VB (1 Coach)	4%	1800	1935	2070	2205	2340	135
JH VB (2 Coaches)	3%	1350	1451	1553	1654	1755	101
JH FB (1 Coach)	4%	1800	1935	2070	2205	2340	135
JH FB (2 Coaches)	3%	1350	1451	1553	1654	1755	101
Cheerleading (Fall)	3.50%	1575	1693	1811	1929	2048	118
Cheerleading (Winter)	3.50%	1575	1693	1811	1929	2048	118
Weight Room (1st Sem)(2 MAX)	2%	900	968	1035	1103	1170	68
Weight Room (2nd Sem)(2 MAX)	2%	900	968	1035	1103	1170	68
Weight Room (By Season)(3 MAX)	2%	600	645	690	735	780	45

* A paid 2nd assistant volleyball coach will be added when the sport has 30 or more participants.

**Britton-Hecla School District 45-4
Co-Curricular Schedule**

2024-25 Base		45000					
Position	%	0-2	3-5	6-8	9-10	11+	Step
Yearbook	6.50%	2925	3144	3364	3583	3803	219
Vocal	6.50%	2925	3144	3364	3583	3803	219
Band	10%	4500	4838	5175	5513	5850	338
Concession	10%	4500	4838	5175	5513	5850	338
Concessions 1	5%	2250	2419	2588	2756	2925	169
Concessions 2	5%	2250	2419	2588	2756	2925	169
Oral Interp. (2 Max)	3.50%	1575	1693	1811	1929	2048	118
All School Play	3.50%	1575	1693	1811	1929	2048	118
Musical (2 Max)	3.50%	1575	1693	1811	1929	2048	118
1 Act Play	3%	1350	1451	1553	1654	1755	101
School Paper	3%	1350	1451	1553	1654	1755	101
Head Jr. Class	3%	1350	1451	1553	1654	1755	101
Student Council Advisor	3%	1350	1451	1553	1654	1755	101
Math Counts	2.50%	1125	1209	1294	1378	1463	84
History Day	2.50%	1125	1209	1294	1378	1463	84

The step value for experience is based on 7.5% of the 0-2 step for that activity. The Board can add positions as necessary and those positions will then be placed in the negotiations process during the next negotiations cycle. The Board agrees to pay the Association Dues for the Head Coach for each sport.