

# **CLASSIFIED NEGOTIATED AGREEMENT**

**2025–2026 School Year**

**Between the Vermillion School  
District and the Vermillion  
Education Association –  
Classified Division**

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## **Article I – Agreement Scope**

This agreement is entered into by and between the **Vermillion School District #13-1** (the **District**) and the **Vermillion Education Association – Classified Division** (the **VEA**), representing the classified staff employed by the District.

This agreement is effective from **July 1, 2025**, through **June 30, 2026**, and applies to all classified employees within the bargaining unit.

## **Article II – Recognition**

The Vermillion School Board recognizes the VEA as the exclusive representative for all classified personnel including, but not limited to, paraprofessionals, secretaries, librarians, and elementary aids.

The Association may not discriminate in its membership in accordance with SDEA-NEA policy, or any other criteria as defined by the federal government.

Formal recognition shall entitle the Association to reasonable use of school bulletin boards, interschool and intra-school mail service, and the use of school facilities for meetings.

## **Article III**

### **A. OBTAINING OBJECTIVES**

The process described in this agreement is dependent on mutual understanding and cooperation. It, therefore, requires a free and open exchange of views with all parties participating in deliberations leading to policy decisions. Both parties agree to meet at reasonable times and places and to negotiate in good-faith effort to reach agreement on matters of mutual concern.

### **B. REPRESENTATION**

Members of the School Board or their designated representatives, and representatives named by the Association shall meet for the purpose of negotiation and seeking agreement. Neither party will attempt to exert control over the other's selection of its representatives.

Consultants may be called upon by either party and utilized in the negotiation of any matter being considered by the negotiation teams.

### **C. SUBJECTS OF NEGOTIATION**

The negotiation teams shall consider policies which affect 'rate of pay, wages, hours of employment, or other conditions of employment' as spoken to in SDCL 3-18-3.

### **D. DIRECTING REQUESTS**

Requests from the Association for meetings of the negotiating teams shall be made in writing directly to the Board. Requests from the Board shall be made in writing directly to the president

of the Association. Within ten (10) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place within fifteen (15) days of the receipt of the request.

Additional meetings shall be agreed upon by the negotiation teams and may be necessary to complete consideration of agenda items. Meetings shall be scheduled to avoid conflicts with school duties of Association representatives, or release time shall be arranged when meetings are held during school hours.

### **E. STUDY COMMITTEES**

The procedure for changing matters, which are subject to negotiation after close of negotiations has occurred, may be initiated through use of a study committee consisting of the superintendent and VEA president. A presentation supporting the proposed change will be made before this committee. If a proposed change needs implementation prior to the next negotiations session, this may be effectuated by agreement of the superintendent, VEA president, and VEA negotiation team, subject to ratification by the school board and the Vermillion Education Association. All items dealing with negotiations shall come back to the negotiation table for final approval at the next annual negotiation session.

## **Article IV - Settlement**

When a tentative settlement is reached by the negotiating teams, it shall then be made in writing and submitted to the Association and the Board for approval. The provisions of the settlement

shall be reflected in the individual contract or statement of conditions of service as submitted to the employees.

## **Article V - Impasse**

In case of an impasse, failure to reach an agreement in negotiations, either party may request the South Dakota Labor Department to intervene. Nothing shall prohibit the parties to such an impasse from adopting any other procedure to facilitate a settlement that may be mutually agreeable.

## **Article VI - Grievance Procedure**

### *Section 1 - DEFINITIONS*

- A "grievance" is a complaint by an employee, or group of employees, based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, policies, rules or regulations of the school district, except that the term "grievance" shall not apply to any matter as to which the method of review is prescribed by law, or the board is without authority to act. Negotiations for, or a disagreement over, a nonexistent agreement, policy, rule, or regulation, is not a "grievance" and is not subject to this procedure.
- The term "employee" applies to any classified employee and may include an individual, or group of employees.
- An "aggrieved person" is the person or persons making the claim.
- "Board" shall mean the School Board, Vermillion School District 13-1.
- "Association" shall mean the Vermillion Education Association recognized by the school board as representing teachers in the district.
- The term "days" when used in this policy shall, except where otherwise indicated, mean school days.

### *Section II - PURPOSE*

- The purpose of this procedure is to secure, as soon as possible, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise, affecting the welfare or conditions of professional services of an employee.

### *Section III - PROCEDURE*

- It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum, and even, effort should be made to expedite the process. If appropriate action is not taken by the employee within the time limits 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 of the aggrieved and the School Board designee provided the time extension is requested within the time limits provided in the Article.
- Classroom activities shall not be interrupted, and every effort shall be made to avoid the involvement of students in all phases of grievance procedure.
- The person or persons taking the action and/or their selected representatives may be present at every step of the procedure and shall be present at the request of the Board or its designee.
- No reprisals of any kind shall be taken by either party against any party in interest, any representative, any officer of the Association, any member of the Association's grievance committee, any member of the Administration, or any other participant in the grievance procedure by the reason of such participation.
- When it is necessary for an aggrieved person and/or a representative(s) of the Association to attend a meeting or a hearing called by the Superintendent during the school day, the Superintendent's Office shall notify the appropriate principals. The aggrieved person and the representative(s) shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- The Board agrees to make available to the aggrieved person and his/her representative information which is in its exclusive possession, or control and which is relevant to the issue raised by the grievance.
- Information relating to an employee grievance will be stored in a separate grievance file not the employees' file.

### *Section IV - INFORMAL PROCEDURES*

- If an employee feels he/she has a grievance, he/she shall first discuss the matter with his/her supervisor, principal, or other administrator, to whom he/she is directly responsible in an effort to resolve the problem. If the grievance is against his/her immediate supervisor, the aggrieved person may discuss the issue with the next person in the chain of command. In beginning informal procedures, the aggrieved person should be mindful of Article VI, Item B time limits for proceeding at Level One below.



- If, after such discussion with the supervisor, principal, or other administrator, the employee is not satisfied with the disposition of the matter, he/she shall have the right to present the matter to and discuss it with the Superintendent.

#### *Section V - FORMAL PROCEDURES*

- LEVEL ONE - School Principal, Immediate Supervisor or another Administrator
  - If an aggrieved person is not satisfied with the disposition of his problem through informal procedures, he/she shall submit his/her claim in writing within the time limits set forth herein. See Appendix 1.
  - Copies of this written grievance shall be prepared by the employee, and he/she shall send one (1) copy to each of the following involved: Supervisor, principal, or other administrator, Association President, and the Superintendent of Schools.
  - An employee who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator or supervisor to whom he/she is directly responsible, and such administrator shall carry out the aforementioned responsibilities the same as a principal. The administrator, within ten (10) days, shall render his/her decision in writing to the aggrieved person. See Appendix 2.
  - If a grievance affects a group of employees from more than one building, or if the grievance originates at the district level such grievances may be submitted in writing directly to the superintendent's office, and the processing of such grievances may be commenced at Level 2.
- LEVEL TWO - Superintendent of Schools
  - If an aggrieved person is not satisfied with the decision concerning his/her alleged grievance at Level One, he/she may, within five (5) days after the decision is rendered in writing, file his/her alleged grievance with the Superintendent.
  - The Superintendent of Schools or his/her designee within ten (10) days from the receipt of the written grievance shall meet with the aggrieved person for the purpose of resolving the grievance. The principal or appropriate administrator who was involved at Level One shall be notified and shall have the option of attending the meeting. Arguments and documentations of all parties shall be made in writing at this level, and copies thereof shall be given to the Superintendent, and all interested parties. The Superintendent shall within five (5) days after the meeting, render

his/her decision in writing to the aggrieved person, the supervisor, principal, or other administrator, and the Association President.

- LEVEL THREE - School Board
  - If the aggrieved person is not satisfied with the decision concerning his/her alleged grievance at Level Two, he/she shall, within five (5) days, refer the grievance with argumentation and reason in writing to Level Three. Copies will be sent to the Association President, supervisor, principal or other administrator, Superintendent, Business Manager, and the President of the School Board.
  - At the next regular meeting, or within twenty (20) calendar days, the Board (or its designated agent) shall consider the grievance or may designate a committee which may or may not include Board members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board shall make a final decision thereon at the following regular or special board meeting. After the meeting, the Board shall notify the aggrieved in writing of its decision.
- LEVEL FOUR - is provided for in SDCL 3-18-15.2
  - This appeal must be made within thirty (30) calendar days.

#### *Section VI - MISCELLANEOUS*

- If, during the investigation of any grievance by representatives of the complainant, and 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.
- If an employee does not file a grievance in writing pursuant to Article V, Level One, Item B, within thirty (30) calendar days after the employee knew of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
- Grievance forms shall be on file with the building principal and/or the immediate supervisor as well as being linked on the school district webpage.
- When the representative is not a member of the employee association, the employee association shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels I, II, and III of the grievance procedure.

## Article VII: Supplemental Absence and Leave Policy Rules

**The following supplemental rules apply to various absence and leaves policies:**

- Immediate family shall be defined as including parent, brother, sister, husband, wife, child, ward, grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law or guardian or person who assumed responsibility for the classified staff member's upbringing.
- Contract year shall be defined as the total number of working days counted in the calendar.
- Requests for leave should be made to the appropriate administrator and entered into RedRover.
- Whenever an employee is unable to report to work due to the weather, he/she shall notify the appropriate administrator and may have the option of applying the lost time to personal leave.
- In the event of an unexpected school closure of a full day, any leave requests submitted for that day will remain as approved. If the School Board approves a make-up day on the school calendar to replace that day, the leave time used will be credited back appropriately. In the event of an early out or late start, any leave requests submitted for that day will remain as approved and will not be granted back due to being compensated for the full day.
- An employee new to the system must have reported to work and begun performing the assigned duties before qualifying for any leave benefits.
- A record of leave used and the amount to be accumulated into the next school term is available to the employee on Weblink and is backed up on the Cloud.

## Article VIII: Leave

### *Section 1 - Sick Leave:*

- Full time employees (employees working 30 hours or more per week) contracting or incurring any non-service-connected sickness or disability which renders such an employee unable to perform the duties of his/her employment, shall receive sick leave with pay. A qualified physician's statement verifying the necessity for continuous days of absence beyond three (3) successive days may be required. A qualified physician's

statement verifying the necessity for continuous days of absence beyond three (3) successive days may be required. Employees shall be eligible for sick leave after thirty (30) days of service with the employer. Employees shall be allowed yearly sick leave according to their contracted length of employment:

- 12 mo. employee– 12 days per year
- 10 mo. employee – 11 days per year
- 9 mo. employee – 10 days per year.

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as follows:

- 12 mo. employee – two hundred (200) days
  - 10 mo. employee – one hundred ninety (190) days
  - 9 mo. employee – one hundred seventy-nine (179) days.
- 
- Five (5) days per year may be used for family illness. Sick leave shall be granted to employees when they are incapacitated and cannot perform their duties due to sickness, injury and confinement, or treatment. Any absence for person or family illness is to be reported in Red Rover.

#### *Section 2 - Personal Leave:*

- Personal Leave Classified employees who have work agreements for nine months or longer and who work 30 hours per week or more shall receive three personal leave days with full compensation. A classified employee with greater than ten (10) years employment with the Vermillion School District may receive one (1) additional personal leave day each year by trading two (2) current year sick leave days with written request. Prior year accumulated sick leave or sick leave bank days may not be used for this purpose. There must be at least two (2) sick leave days remaining for the employee to trade days for purposes of this policy. Classified employees must request personal leave from their supervisor prior to taking such leave. Supervisors may approve or deny the personal leave request. Up to one (1) day of unused personal leave may be carried over to accumulate to no more than four (4) personal days for the next year. Up to four (4) days may be compensated at a rate of \$100 per day for unused personal leave days. Any other remaining unused and not reimbursed days or half-days will be credited to the employee's accumulated sick leave at the end of the contract year.

*Section 3 - Sick Leave Assistance Program: (Is this shared w/ Certified staff?)*

- There shall be established, among and for the support staff of the Vermillion School District, a sick leave bank which will be administered according to the following guidelines:
  - Participation in the sick leave bank shall be mandatory for new employees employed after November 30, 1991.
  - Each classified staff member contributes a minimum of two (2) days up front and one (1) day per year. The annual one (1) day collection will be suspended when the total bank days accumulate to six hundred (600) days and collection will be reinstated when the total bank days drop to four hundred (400) or less.
  - An open voluntary enrollment for participation in the sick leave bank will be held until June 30, 2007, for all current employees wishing to be grandfathered into the bank. Employees electing not to participate in the bank at this time will not have the option at a later date.
  - Employees may not become a receiving member of the bank until they have completed one (1) year of employment.
  - No single individual may receive more than ten (10) days from the bank in anyone (1) year.
  - Time granted from the bank must be for the employee's personal illness and approved by the business manager. The business manager shall consider only written requests signed by the employee or the employee's next of kin, and such requests shall be accompanied by a physician's certificate attesting to the illness of the employee. Requests should be submitted by the first of the month in which the bank leave is requested.
  - Once days are contributed to the bank, they shall no longer be credited to the employee's personal sick leave accumulation.
  - Upon retirement, if the employee has been with the school district for at least twenty (20) years of service, he/she will receive a maximum of \$10.00 per day reimbursement to a maximum of accumulated sick leave days, according to employment status listed above. An employee who has been part of the bank will place ten percent (10%) of his/her accrued sick leave in the sick leave bank upon his/her retirement with written consent from the employee. FMLA to follow policy procedures.

#### *Section 4 - Unpaid Leave:*

- Employees will lose a day's pay for each day of absence granted after all available paid leave has been exhausted. This leave is limited to documented emergency purposes or extenuating circumstances. The day's pay is to be based on the individual's daily rate of pay. Request for unpaid leave must be submitted in writing and approved by the Superintendent or designee. Unpaid leave is not guaranteed.

#### *Section 5 - Bereavement Leave:*

- An employee may take up to three (3) consecutive workdays with full compensation for funeral leave due to death in the employee's immediate family, provided that the approval of the building principal, or his/her designee, is obtained. After that, an additional twelve (12) days may be used, upon the approval of the principal, for bereavement of that death which will be taken from the employee's accumulated sick leave.
- An employee may take up to one (1) workday with full compensation for funeral leave due to death where there has been a close association, provided that the approval of the building principal, or his/her designee, is obtained. After that, an additional four (4) days may be used for bereavement of that death which will be taken from the employee's accumulated sick leave.

#### *Section 6 - Jury Duty Leave:*

Section 1: A classified staff employee called for jury duty during school hours or required by subpoena to give testimony in a hearing during school hours, before any judicial, legislative, or administrative tribunal, shall be granted leave with pay for the days, or parts of days, such absence is required. Staff shall report to work if they are released from Jury Duty prior to 3:00. Such classified staff employee shall notify the superintendent and/or principal as soon as practical for the necessity of taking such legal leave.

- Section 2: In the event a civil lawsuit is brought against a classified staff employee for actions/omissions arising out of the scope of his/her employment, leave with pay and fringe benefits will be granted for the days, or part of days, which necessitate his/her absence from work. Nothing in this section impairs the school district's right to proceed with dismissal proceedings against employees pursuant to SDCL 13-43-15.
- Section 3: In the event criminal charges are filed against a classified staff employee by local, state, or federal law enforcement agencies, the school board may suspend an employee with pay and fringe benefits pending final disposition of the criminal charges.

This action in no way imputes contributory involvement to the employee and/or guilt on the part of the employee. The classified staff member shall be fully reinstated in his/her employment status in the following events: (1) when all charges are dismissed or (2) when acquitted or found innocent of the charges. Nothing in this section impairs the school district's right to proceed with dismissal proceedings against employee pursuant to SDCL 13-43-15 at any time.

- Section 4: Before any classified staff employee is dismissed from his/her duty, all rights granted to the certified staff member pursuant to South Dakota Codified Law (SDCL) 13-43-15, the policies and/or negotiated provisions of the school district and the South Dakota state and federal constitutions shall be fully extended to said employee.

#### *Section 7 - Military Leave:*

- Vermillion School District employees who are members of the "reserve component of the armed forces" are strongly encouraged to fulfill military training/active-duty requirements that are optional when school is not in session.
- Vermillion School District employees who are not members of the "reserve component of the armed forces" may be granted military leave of absence by the superintendent upon receipt of a formal written request with supporting documentation.
  - An employee will be paid, at full compensation, up to three (3) days.
  - Up to an additional seven (7) days will be paid by the district an amount equal to the difference between the daily military compensation and the employee's daily rate of pay if the employee's daily rate of pay exceeds the daily military compensation.
  - Additional days without compensation may be granted to the employee upon approval of the superintendent.
- The provisions of state and federal law regarding restoration to employment and benefits will be honored.

#### *Section 8 - Family and Medical Leave (FMLA):*

- Eligible employees are entitled to up to 12 weeks of unpaid, job-protected leave under FMLA provisions.

#### *Section 9 - Emergency Leave:*

- Emergency leave may be granted at the discretion of the Superintendent.

#### *Section 10 - Disability Leave (Short-term)*

- Short-term disability leave will be treated in the manner required by state and federal law and consistent with the negotiated agreement with the school district's local education association. Short-term disability leave will run concurrently with FMLA leave.

#### *Section 11 - Maternity/Paternity/Adoption Leave*

- Illness/disability policies will apply to maternity/paternity/adoption. Maternity/paternity/adoption will be treated the same as any temporary disability.

#### *Section 12 - Political Leave*

- Upon request, any employee shall be allowed political leave. Political leave shall be defined as leave that may occur when an employee at a school district is elected to public office which would meet during part of a school year. An example would be the State Legislature. Pay would be deducted for the time missed for such leave.

#### *Section 13 - Professional Leave*

- Professional leave shall be defined as absence from duties for the purpose of participation in an educational activity determined by the administration to be in the interest of the district and consistent with program goals and objectives; and when such activity is not provided in the district and/or not available on non-teaching days.
- Approval of participation may be granted by the administration for one or more employees when such leave conforms to the definition of part 1 of this section. Attendance by more than one employee is permitted when the benefit of such participation is determined to be to the educational enhancement of the district.
- The cost of the substitute teacher required by the employee's absence from the assignment will be borne by the district. Travel, meals, lodging, and fees may also be borne by the district when approved by the building principal.
- Visitation in another school may be allowed as professional leave provided the visitation is for specific educational purposes which would be for the improvement of a present program or, benefit of a program that could be considered for possible adoption into or improvement of the school district's curriculum.



- A written report, including recommendations as to further participation, must be filed with the building principal and a verbal report shall be presented to the employees' co-workers, if requested by the principal.
- Two (2) days of professional leave, with pay, may be granted to all employees with an additional day being granted to attend a regional or national meeting. Additional days, with pay, may be granted by the administration for professional development.
- Association officers and representatives may have, with administrative approval, additional day(s) for the purpose of attending the State Delegate Assembly of SDEA, SDEA Executive Board meetings, and other similar Association business.

## Article IX– Compensation

### *Section 1: Wages*

- **Base Wage Increase:** 6% increase for the 2025–2026 school year.
- **Salary Schedule:** See Appendix 3
- Employees shall advance one step annually based on satisfactory performance.

### *Section 2: Overtime*

- Paid at **1.5 times** the regular hourly rate for hours worked beyond 40 hours / week.
- Supervisor pre-approval is required.

### *Section 3: Longevity Pay (Wouldn't need if we had a salary schedule)*

- 5 years: \$250/yr (for years 5<sup>th</sup>–9<sup>th</sup>)
- 10 years: \$500/yr (for years 10<sup>th</sup>–14<sup>th</sup>)
- 15 years: \$750/yr (for years 15<sup>th</sup>–19<sup>th</sup>)
- 20+ years: \$1,000/yr (for years 20<sup>th</sup> +)

### *Section 4: Holiday Pay*

When a holiday falls on Saturday, the proceeding Friday will be the holiday. When a holiday falls on Sunday, the following Monday is the holiday. This aforementioned is valid only when school is not in session. If school is in session, a substitute day will be provided at the discretion of the employee's supervisor. Employees will receive their holiday pay during the pay period when they take the holiday. The following are paid holidays and amount of time allowed for each:

#### **EVENT DAYS OFF WITH PAY**

New Year's Eve 0.5

New Year's Day 1.0

President's Day 1.0

Good Friday 1.0

Labor Day 1.0  
Thanksgiving Day 1.0  
Friday after Thanksgiving 1.0  
Christmas Eve 1.0  
Christmas Day 1.0

## **Article X – Benefits**

### ***Section 1: Insurance***

#### **IRS - SECTION 125**

- The Vermillion School District shall make available to each classified staff member the option to enroll in an IRS — Section 125 plan (full flexible spending plan). Such a plan would allow the classified staff to deduct the cost of medical, dental and/or cancer insurance premiums prior to taxation. The plan would also allow the classified staff member to designate an amount to be deducted from the member's paycheck prior to taxation to be used for non-reimbursable medical expenses and childcare costs. The classified staff member who elects to enroll in such a plan may choose to enroll in any part or parts of the plan.
- The staff member who elects to enroll in this plan shall be responsible for paying the monthly cost to the plan's administration. The Vermillion School District will be allowed to select the plan administrator.

#### **Health Insurance (single coverage):**

- Medical and dental insurance are available on a group plan, which provides for the employee. Below outlines the cost to the employee for single coverage starting July 1:
- The district provides single health insurance coverage; dependent coverage available for purchase.
- Medical Plan (single coverage):
  - Hills \$2,000 Deductible Plan \$110.00/mo.
  - Plains \$4,000 Deductible HSA plan \$85/mo. (\$83.44/mo. District Contribution)

- Dental Plan (single coverage):
  - Basic Plan District pays monthly premium
- Employee plus one and family medical plans will continue to be the same dollar amount as contributed to single plans. The district will also offer an enhanced and family dental plan with the employee responsible for all premium costs above the basic single plan.

## ***Section 2 – Activity Ticket***

- All staff and significant other will be provided with two complementary activity tickets that admit them to home games free of charge. Activity tickets will be issued to staff through the building offices.

## **Article XI – Working Conditions**

*Section I: Employees will have written, updated job descriptions.*

*Section II: Annual evaluations (will be conducted fairly and consistently)*

- Purposes:
  - The purposes of the employee evaluation will be for the improvement of instruction, improvement of methods used for instruction, and recommendations for continued employment. The purpose of goals or professional learning plans are to give the employee and the evaluator an opportunity to select areas for professional growth, affording the teacher an opportunity to use self-evaluation to improve areas of instruction.

- Frequency:

Each classified staff member will have a minimum of one formal evaluation every school year. The evaluation will be completed by March 1<sup>st</sup>.

- Formal Evaluation: The formal evaluation will be completed and stated in written form by the appropriate evaluator. The evaluation instrument is to include the following rating scale:
  - Distinguished — (Exceeds district standards).

- Proficient — (Meets district's standards).
  - Basic — (Improvement is needed. Development of professional growth goals is mandatory. Failure to achieve professional growth goals is cause to receive a subsequent "Unsatisfactory" rating).
  - Unsatisfactory - (Unsatisfactory performance and will be placed on a plan of assistance).
  - N/O. - (Not observed).
- Each formal evaluation will be preceded by a conference between the evaluator and staff member. In the conference, each party will discuss specifics to be observed. Professional growth goals will be developed and/or continued at this conference.
  - Whenever an unsatisfactory item is indicated on the formal evaluation by the evaluator, the Vermillion School District's Plan of Assistance needs to be developed by the evaluator within twenty (20) teaching days after the conference. The plan shall be implemented by the classified staff member. The plan is to provide guidance to the classified staff member on how to overcome the area indicated as unsatisfactory. (See: Attached Plan of Assistance)
  - The classified staff member and the evaluator shall sign the evaluation form which indicates that both evaluator and staff member are aware of the contents of the evaluation. Copies of the evaluation are to be distributed to the staff member, evaluator, and superintendent. Copies of the evaluation are to be filed in the building principal's office and the office of the superintendent.
- Use of results:
    - Results of the evaluations are to be used to improve the quality of performance and to determine the status for continued employment.

## Article XII – Professional Development

- The District will provide appropriate training related to job duties and safety in a responsible time frame.
- The District shall allocate funds to support classified employee training and certification opportunities. Prior approval is required for reimbursement.

## Article XIII – Duration and Amendments

- This agreement shall remain in effect from **July 1, 2025**, to **June 30, 2026**.
- Amendments require mutual written consent from both parties.

## Article XIV – Inclement Weather Procedures

### 1. **Late Start/Early Dismissal:**

- a. When a late start or early dismissal is announced due to weather, classified staff will be **paid for their full scheduled hours** as if the regular day occurred.
- b. Staff are expected to adjust arrival/departure based on official announcements but will not lose pay.

### 2. **Full-Day Closure:**

- a. For full-day weather closures, classified employees may use personal leave, vacation leave, or unpaid leave unless otherwise directed by the District.

### 3. **Essential Personnel:**

- a. Certain roles (e.g., secretarial) may be designated **essential** and required to work during closures.
- b. Essential personnel who work during closures will receive **1.5 times** their regular hourly rate for all hours worked during the closure.
- c. In the event of weather-related late starts or early dismissals, secretaries will report to work when it is safe to travel and will leave as soon as the last student is gone if school is dismissed early due to weather.

### 4. **Notification:**

- a. The District will communicate weather-related updates through its automated system, website, and local media outlets.

## **Article XV- Schedules**

### *Section 1 – Paraprofessional Schedules:*

- **Workday Structure:** The standard workday for Paraprofessional staff is **7.5 hours**, from **8:00 AM to 3:30 PM**, including a **30-minute lunch**. Paraprofessional staff will remain clocked in during their lunch break, resulting in a **37.5-hour workweek**. Those wishing to leave the building for lunch must clock out and back in upon return.
- **Evening Hours:** Paraprofessional staff working evening hours for events such as open houses, staff meetings, IEP meetings, graduations, parent meetings, concerts, assemblies, and other assigned duties will be paid at their **regular hourly rate**.
- **Schedule Adjustments:** Arrival and departure times may be altered at the discretion of district administration on an emergency basis to meet the needs of the school district. Exceptions to after-school time requirements are permitted on days preceding weekends and holidays.

### *Section 2 – Secretarial Schedule*

- The secretary's first day will be no sooner than August 1st. Their last day will be the day after the students' last day, or once all work has been completed.
- **Workday Structure:** The standard workday for Secretarial staff is **8 hours**, from **8:45 AM to 3:345 PM**, including a **30-minute lunch**. Secretarial staff will remain clocked in during their lunch break, resulting in a **38-hour workweek**. Those wishing to leave the building for lunch must clock out and back in upon return.
- **Schedule Adjustments:** Arrival and departure times may be altered at the discretion of district administration to meet the needs of the school district. Exceptions to after-school time requirements are permitted on days preceding weekends and holidays.
- **Evening Hours:** Secretarial staff working evening hours for events such as open houses, staff meetings, IEP meetings, graduations, parent meetings, concerts, assemblies, and other assigned duties will be paid at their **regular hourly rate**

## **Article XVI - Calendar**

### *Section 1 - CALENDAR NEGOTIATIONS*

- The school board will set a calendar for the next school term (will listen to advice from VEA).

### *Section 2 - CALENDAR AMENDMENT*

- The School Board will establish the school calendar and stay within the 180 contracted days. Staff members should refer to this calendar when making arrangements for trips and vacations. In the rare event that an amendment to the school calendar occurs which would interfere with a scheduled vacation/holiday but not including amendments to the end of the school year, the following policy would be used.
- Employees with previous travel plans over the impacted vacation/holiday should:
  - 1. Inform their administrator in writing of the conflict and provide evidence of a prior planned trip (i.e., tickets, reservations). This must be submitted within five (5) working days from the date the School Board approves the calendar change.
  - 2. If the employee has personal day(s) remaining they will be granted personal leave for said day(s) pending approval from the building principal and completion of the leave form.
  - 3. If the employee does not have personal day(s) remaining they will be granted leave without pay for said day(s) pending approval from their administrator and completion of the leave form.
- In the event of an election challenge and change to the start date of the school calendar, the school board will design a new school calendar reflective of the change in start date as well as other resulting changes to the school calendar without consultation with Vermillion Education Association.

## **Article XVII – VEA-Classified Presidents Time Allowed to Perform Duties**

- The VEA-Classified President, during his/her term of office, will be required to attend all staff meetings. The VEA-Classified President will have permission to use other unscheduled time during normal duty hours to conduct VEA-Classified business with VEA-Classified members as deemed necessary.



## Article XVIII- Personnel Files

- No materials derogatory to the employee's conduct, service, character, personality, and performance shall be placed in the employee's official employment/personnel file unless the employee has had the opportunity to read the material. The material shall be signed and dated by the employee indicating that she/he has read it. The employee shall have the right to respond to any material placed in her/his official employment/personnel file.
- Classified personnel shall have the right to examine their official employment/personnel files at any reasonable time, to be accompanied by an Association representative in such examination and to make one copy of any material in the file. No material entered into an employee's official employment/personnel file may be used in any proceeding unless the employee has had the opportunity to review and initial it.
- For purposes of this policy, official employment/personnel file shall mean only those files that are contained and held in the Administration Building of the Vermillion School District.

## Article XIX – Staff Reduction

- Staff reduction occurs when the Board eliminates an existing position held by a classified staff. In the event the Board determines that a staff reduction is necessary, the following process will be followed:
  - 1. If possible, the reduction will be affected through normal attrition.
  - 2. If the reduction cannot be affected through normal attrition, the Association will be notified in writing of the planned reduction and allowed 14 days to present possible alternatives to the Board.
  - 3. If a position is eliminated due to staff reduction, the Board will determine which employee or employees are to be released after applying the following criteria, listed in order of importance:
    - I. Certification and Qualification: Appropriate certification and qualification for area of assignment
    - II. Performance: Professional effectiveness as reflected by the teacher's most recent written evaluations, not to exceed three
    - III. Seniority: Years of professional experience with the Vermillion School District

(In the event that one or more employees are equally qualified under the three criteria set forth above, then the decision shall be based on recommendation of the building principals.)

- 4. An employee who has been notified that his or her position has been eliminated shall notify the Board of any positions for which he or she wishes to be considered and for which he or she can qualify and certify.

## Appendix 1: REQUEST FOR SETTLEMENT OF GRIEVANCE

(To be completed by aggrieved person(s))

Date: \_\_\_\_\_

Name of Aggrieved Person(s) \_\_\_\_\_

School(s) \_\_\_\_\_

Nature of Grievance

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Settlement Requested

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Signed

\_\_\_\_\_  
Aggrieved Person(s)

## Appendix 2: REQUEST FOR SETTLEMENT OF GRIEVANCE

(Attach copies of previous Settlement of Grievance and Reply to Grievance Documents)

Date: \_\_\_\_\_

Name of Aggrieved Person(s) \_\_\_\_\_

School(s) \_\_\_\_\_

Decision of Administrator with Rationale

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Signed

\_\_\_\_\_  
Administrator

## Signature Page

Signed and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2025, by:

For the Vermillion School District:

**Dr. Damon Alvey**

Superintendent of Schools

**Racheal Olson**

President, Vermillion School Board

**Kevin Kocer**

Business Manager / Board Clerk

For the Vermillion Education Association – Classified Division:

**Natalie Frickel**

President, Vermillion Education Association

**Deana Bingen**

Vermillion Education Association – Classified President

**Richard Mittelstedt**

Chief Negotiator/UNIServe Director