

2025-2026

AGREEMENT

BETWEEN THE

**DELL RAPIDS SCHOOL DISTRICT 49-3
BOARD OF EDUCATION**

AND

THE RECOGNIZED NEGOTIATING BODY

DELL RAPIDS SCHOOL DISTRICT 49-3

NEGOTIATED AGREEMENT

2025-2026

The following provisions were negotiated by and between the Dell Rapids School District 49-3 Board of Education and the Recognized Negotiating Body of certified teachers hired as instructional teachers and district school counselors. Any provisions of this agreement that are not in compliance with South Dakota Codified Law will automatically be negated and will no longer be a part of this negotiated agreement. Said deletions are subject to renegotiations and ratification by both parties at the time of negotiations for the succeeding term, as in accordance with state law.

The period to be covered by this agreement is July 1, 2025, through June 30, 2026.

AGREEMENT ACCEPTANCE

RNB President Date

Business Manager Date

RNB Negotiator Date

The Employees of the Dell Rapids School District are hereby notified that the Dell Rapids School District does not discriminate on the basis of sex and is an Equal Opportunity Employer. Employees will not be discriminated against because of race, creed, color, sex, age, national origin, or disability.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – Ground Rules for Negotiations	4
1.1 Ground Rules for Agenda	
1.2 Ground Rules for Topics and Items	
1.3 Ground Rules for Process	
1.4 Ground Rules for Documentation	
ARTICLE 2 – Managerial Rights	5
2.1 Inherent Managerial Rights	
2.2 Managerial Responsibilities	
2.3 Effect of Laws, Rules and Regulations	
2.4 Reservation of Managerial Rights	
2.5 Non-Discrimination	
ARTICLE 3 – Supervision, Evaluation and Employment of Certified Personnel	6
3.1 The Purpose of Evaluation	
3.2 The Use of the Results of the Evaluation	
3.3 The Minimum Number of Teacher Evaluations	
3.4 The Description of the Evaluation Forms	
3.5 The Description of the Evaluation Process	
3.6 Evaluation by the Superintendent	
ARTICLE 4 – Professional Compensation	7
4.1 Salary Provisions 2025-2026	
4.2 Professional Advancement and Certification	
4.3 Pay Periods and Pay Day	
4.4 Reimbursement for Professional Growth	
4.5 Extended Contracts	
4.6 Extra-Curricular Activities	
4.7 Workers at Extra-Curricular Events	
4.8 Part-time Personnel	
ARTICLE 5 – Contract Termination-Liquidated Damages	10
ARTICLE 6 – Fringe Benefits	11
6.1 Insurance	
6.2 Payroll Deductions	
ARTICLE 7 – Leaves	12
7.1 Pro-rating Leaves for Less than Full FTEs	
7.2 Sick Leave and Disability Leave	
7.3 Parent Leave	
7.4 Personal Leave	
7.5 Catastrophic Sick Leave Bank	
7.6 Bereavement Leave	

7.7	Adoption or Foster Care	
7.8	Long-Term Leave	
7.9	Long-Term Professional Leave	
7.10	Activity Leave	
7.11	Jury Leave	
7.12	Military Leave	
7.13	Family Medical Leave Act (FMLA)	
ARTICLE 8 – Retirement Incentive		18
8.1	Requirements	
8.2	Cash Benefit	
8.3	Notification	
8.4	Survivor Benefit	
8.5	Future Consideration	
8.6	Limits	
ARTICLE 9 – Contract Days and Work Hours		19
9.1	Contract Days	
9.2	Work Hours	
ARTICLE 10 – Staff Reduction Procedure		20
ARTICLE 11 – Grievance Procedure		21
11.1	Purpose	
11.2	Informal Resolution	
11.3	Formal Resolution	
11.4	Definitions	
11.5	Timelines	
11.6	Levels	
11.7	Representation	
11.8	Miscellaneous	
APPENDIX A:		23
2025-2026 Salary & Extra-Curricular Pay Schedules		
APPENDIX B:		26
2025-2026 School Calendar		
APPENDIX C:		28
Catastrophic Sick Bank Application		

ARTICLE 1 **GROUND RULES FOR NEGOTIATIONS**

1.1 Ground Rules for Agenda

During the negotiating process, the following ground rules for the agenda will be followed unless mutually agreed upon by both parties involved.

- 1.1.1 Prior to the first negotiations session the recognized negotiating body and BOE may meet informally to discuss potential negotiations issues.
- 1.1.2 At the beginning of each negotiating session, the negotiators shall agree upon the time and the place for the next negotiating session.
- 1.1.3 At the beginning of each negotiating session, the two committees shall agree upon the time limit for that session. Negotiations will begin at the previously agreed time and continue until the agreed upon time limit. This time limit may be extended by mutual consent.

1.2 Ground Rules for Topics and Items

During the negotiating process, the following ground rules for topics and items will be followed unless mutually agreed upon by both parties involved.

- 1.2.1 At the first meeting of the two negotiation parties, the first topic to be discussed will be the “Ground Rules for Negotiations.” After the ground rules are accepted by both parties, each group will simultaneously present a written list of items they wish to negotiate. This meeting may take place with individual representation from both parties in attendance.
- 1.2.2 At the second meeting all topics will be presented with their proposals and any additional topics with their proposals.
- 1.2.3 After the second meeting of the negotiations parties, no new items may be presented unless mutually agreed on by both sides.
- 1.2.4 Topics will be negotiated as stated after the second meeting. If further progress cannot be made, individual topics may be discussed by mutual consent.

1.3 Ground Rules for Process

During the negotiating process, the following ground rules for process will be followed unless mutually agreed upon by both parties involved.

- 1.3.1 It is understood that the negotiators are empowered by their respective organizations to reach tentative agreements.
- 1.3.2 Proposals shall be made in writing, headed by the name of their sponsoring committee, and dated.
- 1.3.3 Each negotiating committee has the right to caucus at any time during the negotiating sessions.
- 1.3.4 Although differences of opinion will undoubtedly arise during the negotiating session, it is important that each committee recognize the responsibilities of the other and as a result attribute mutual respect to one another.
- 1.3.5 The negotiating session shall not be open to the public.

1.4 Ground Rules for Documentation

During the negotiating process, the following ground rules for documentation will be followed unless mutually agreed upon by both parties involved.

- 1.4.1 The recording secretaries for each committee shall compare and verify notes after each negotiating session. These minutes shall be made available to each committee by the next negotiating session and approved at the start of that negotiating session.
- 1.4.2 Upon completion of the negotiating process, the agreement will be signed and dated and the period to be covered by the agreement will be specified in writing on the agreement, and each page shall be initialed by both parties.
- 1.4.3 All items that are part of the current negotiated agreement, which are not changed during the negotiations process, will become part of the new negotiated agreement.

ARTICLE 2 **MANAGERIAL RIGHTS**

2.1 Inherent Managerial Rights

The exclusive representative recognizes the right of the School Board to operate and manage the affairs of the School District in accordance with its responsibilities under law. Inherent managerial rights include but are not limited to such things as: 1). Policy development and implementation; 2). Employer functions and programs; 3). Budget development and utilization; 4). Utilization of technology; 5). The organizational structure; 6). Selection and number of personnel; 7). The assignment of staff. These inherent managerial rights are not subject to negotiations except when they are specific and expressed provisions of this Agreement.

2.2 Managerial Responsibilities

The exclusive representative recognizes the right and obligation of the School Board to manage and conduct the operation of the school district within its legal limitations.

2.3 Effect of Laws, Rules and Regulations

The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and reasonable non-teaching service prescribed by the School Board and shall be governed by the Laws of the State of South Dakota and by School Board rules, regulations, directives, and orders issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of South Dakota, Federal Laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal agencies. Any article, section, or subdivision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders, shall be null and void and without force and effect.

2.4 Reservation of Managerial Rights

The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all managerial rights and management functions not expressly delegated in this Agreement are reserved to the School Board and its designated representatives.

2.5 Non-Discrimination

The Board shall not discriminate against an employee for reason of race, creed, color, marital status, age, sex or national origin.

ARTICLE 3 **SUPERVISION, EVALUATION, AND EMPLOYMENT OF CERTIFICATED PERSONNEL**

3.1 The Purpose of Evaluation

The purpose of evaluation is to improve the quality of education for the pupils of the school district and improve the performance and professionalism of the teaching staff.

3.2 The Use of the Results of the Evaluation

Evaluations are to be used by the administration and teachers to improve the quality of instruction and may be used in the determination of advancement, promotion, transfer, assignment and future employment.

3.3 The Minimum Number of Teacher Evaluations and Requirements

The minimum number of yearly teacher evaluations shall be determined by state law and this agreement. By this agreement, a minimum of one evaluation each semester is required for the first three years of employment in the school district. After three years of employment, all teachers will be evaluated at least once each year.

The District will ensure formal evaluations follow the State minimum evaluation requirements. Evaluations will:

- (a) assign a professional practice rating;
- (b) Assign a student growth rating based on the attainment of student learning objectives;
- (c) Guide professional growth; and
- (d) Provide clear, timely, and useful feedback, including feedback that identifies needs and guides professional development.

3.4 The Description of the Evaluation

The evaluation shall be in writing. The evaluation may be in checklist form, narrative form or both, with specific comments on strengths and weaknesses. Staff members must be given notices of any deficiencies with suggestions for correction. Any deficiencies checked (i.e. Basic and Unsatisfactory), will require comments by the evaluator.

The evaluation process and tools will align with the South Dakota Framework for Teaching. It will consist of a multi-tiered system with teachers being evaluated using one of three methods as determined by the evaluator:

- Summative Evaluation
- Goal Setting
- Self-Evaluation

3.5 The Description of the Evaluation Process

Each annual evaluation will be followed by a conference between the evaluator and the teacher. The conference will be held within ten (10) working days after the date of the evaluation unless other arrangements are made between the evaluator and teacher. The teacher is to be advised in writing and counseled orally relative to areas in which improvement is necessary. The teacher shall view, discuss and sign all written evaluations being submitted to the Superintendent by the evaluator for the teacher's evaluation file.

At the conclusion of the conference, the teacher and the evaluator shall sign or electronically acknowledge, the evaluation form acknowledging receipt of a copy and that they have reviewed the contents. Signing, or electronically acknowledging, by the teacher does not imply agreement to the evaluation, but merely indicates that these were the items discussed.

Following a review of the completed evaluation the teacher must have time to submit a written response before the Principal makes a formal recommendation to the Superintendent regarding employment status.

A copy of the signed, written evaluation form shall be filed, by the evaluator, with the superintendent. Such copy will become part of the teacher's file.

The teacher may provide written comments to the evaluation within seven (7) working days of the evaluation conference.

3.6 Evaluation by the Superintendent

The superintendent may conduct evaluations as he/she deems necessary.

ARTICLE 4 **PROFESSIONAL COMPENSATION**

4.1 Salary Provisions 2025-2026

- 4.1.1 For the term of this Agreement, 2025-2026, a hiring schedule is in effect and is attached hereto as Appendix A.
- 4.1.2 For contract year 2025-2026:
Returning staff members will receive a salary increase of 2%, with a minimum salary of \$48,960.00. The base on the hiring schedule will be \$48,460.00.
- 4.1.3 New teachers to be employed in the Dell Rapids School System shall be placed on the hiring schedule lane commensurate with his/her academic qualifications and may be additionally compensated according to their professional experience. The board may negotiate with each new employee as to his or her placement on the salary schedule consistent with this provision. No employee will be placed on the hiring schedule on an experience step which is in excess of their total professional experience, except in emergency situations.
- 4.1.4 The hiring schedule should not be interpreted by the faculty that salary increases are automatic. The hiring schedule is for use only in determining salary for a teacher's initial year of employment. This is only a hiring schedule and is not and shall not be interpreted as a salary schedule, i.e., a salary schedule in which, through and by a teacher moves to the next experience level in successive years of employment. Salary increases shall be determined by the Board through the negotiations process pursuant to SDCL 3-18. For faculty not receiving an increase, the district will follow the following procedure:
 - 4.1.4.1 Salary will be frozen for the next contract year.
- 4.1.5 Due to accountability provisions set forth by the state within the school funding formula, the Dell Rapids School District may increase teacher salaries, without re-opening negotiations, to stay in compliance with teacher salary accountability requirements. Increases in salary to meet accountability will be apportioned in the same manner as salary increases for the contract year (percentage or dollar amount).

4.2 Credit or Degree Advancement for Lane Change Resulting in Increased Compensation

- 4.2.1 The following provisions apply to credits/advanced degrees earned after completion of a bachelor's degree and which result in a lane change and increased compensation:
 - 4.2.1.1 The courses and/or degree program must be directly or reasonably related to the teacher's duties within the Dell Rapids School District. At least half of the credits used for a lane change from Bachelors+16 to Bachelors+32 should be relevant to the teacher's instructional subject matter.
 - 4.2.1.2 Graduate credits must be earned from a nationally accredited college or university.
 - 4.2.1.3 Courses and degree program are subject to approval by the Board of Education before the courses and/or degree program may result in a lane change. While not required, it is recommended that the teacher request such approval prior to enrolling in the course(s) and/or degree program. Requests for approval shall be in writing and shall identify the courses/degree program for which approval is requested, and the current teaching assignment(s) of the teacher. If the courses/degree for which approval is requested is/are not course(s) leading to an advanced degree in the teacher's current teaching assignment area or beyond the advanced degree currently held by the teacher, the written request shall also include an explanation with respect to how the course(s)/degree would assist the teacher in his/her contractual obligations to the District.
 - 4.2.1.4 If a teacher qualifies for a lane change, the teacher will move to the corresponding step on the higher (credit/degree) lane. Teachers providing the institutional transcript(s) showing the credit/degree earned during the previous school year or summer by October 1 of the current school year will be paid the increase in compensation over the remaining pay periods.
 - 4.2.1.5 Graduate credits earned for the Masters+16 column must be earned after May 1985. Graduate credits earned for the Masters+32 column must be earned after January 1, 2000.
 - 4.2.1.6 For new employees hired for the 2009-2010 school year and thereafter, new teachers will be placed in the appropriate lane after the review of his or her transcript as provided during the hiring process, pursuant to sections 4.1.1 and 4.1.3.

4.3 Pay Periods and Pay Day

- 4.3.1 Teachers in the Dell Rapids School District will receive their salary in twelve (12) equal installments from September through August unless a teacher requests in writing by the last Friday in August to receive their compensation in ten (10) equal installments from September through June. An election to receive compensation in ten (10) installments will carry forward to subsequent years unless a written request to change to twelve (12) installments is submitted to

the business office by the last Friday in August. If a teacher elects to receive their salary in ten installments, payroll deductions for the year will be arranged to function within the ten-month payment schedule.

Teachers who have elected to receive their salary in twelve monthly installments, and who submit a letter of resignation due to retirement by April 1, may request in writing no later than May 1 that the business office pay their final three installments in the June payroll. June payout of contracted salary is subject to the teacher fulfilling employment contract obligations. Payroll deductions that would have been made in the July and August paychecks will be taken from the June paycheck.

- 4.3.2 The Board will pay on the 12th of each month by direct deposit, but if the 12th falls on a day when banks are closed, payment will be made on the preceding banking day. The first paycheck of each school year will be the payday corresponding to September 12th.
- 4.3.3 Certified staff members who are required to substitute for an absent staff member shall be paid \$20.00 per class period. Designee shall assign in-staff substituting on a rotating basis for those staff members who do not have other student responsibilities and the time the substitute is needed. Payment will be made on a monthly basis.
- 4.3.4 Certified staff members will be compensated \$20 for losing his/her prep period under the following circumstance:
 - 4.3.4.1 The certified staff member was required to proctor a mandated district, state, or federal standardized assessment during his/her prep period.

4.4 Reimbursement for Professional Growth

The teachers will be reimbursed for actual costs, up to \$300.00 every five years, for college credit, professional development, or certification costs associated with a teaching assignment or extra-curricular activity. The courses are subject to prior approval by the superintendent.

4.5 Extended Contracts

- 4.5.1.a. The Board of Education has the right to employ any of its certified staff beyond the regular term and place them on an extended contract. Those certified staff members on an extended contract will be paid at a daily rate equal to the individual staff member's base salary divided by the number of teacher contract days according to Article Nine, 9.1.
- 4.5.1.b. The high school counselor and middle school counselor will be compensated for an extended 10 total days throughout the summer, creating an FTE of 1.05618 for each counselor based on 178 school contract days and 10 summer days.
- 4.5.2 The Board of Education may request teachers to participate in summer curriculum projects or other such activities. Special Education ESY (Extended School Year), birth-to-three at-home visits, and other Special Education teaching duties (such as IEP's and testing) will be compensated at the teacher's daily/hour rate from the prior school year. Compensation for other summer activities will be \$35.00 per hour. The workday will be assigned by the administration.
- 4.5.3 Instructors for summer driver's education will be contracted at a rate, which is determined by mutual agreement between the instructors and the Board of Education.

4.6 Extra-Curricular Activities

- 4.6.1 The extra-curricular pay rates are found in Appendix A. For contract year 2025-2026, the activity base will be \$43,680.00.
- 4.6.2 The district will calculate extra-curricular duty pay by the schedule below:

<u>Experience</u>	
0 - 3	Rate (percentage) x Activity Base x 1
4 - 7	Rate (percentage) x Activity Base x 1.05
8 - 11	Rate (percentage) x Activity Base x 1.10
12 - 15	Rate (percentage) x Activity Base x 1.15
16 or more	Rate (percentage) x Activity Base x 1.20

Experience starts at 0 (years) for a person's first year in the activity with the Dell Rapids School District and increases by 1 (year) for each year in the activity thereafter. Experience cannot go above 16 (years), which would represent a person's seventeenth year and beyond in the activity.
- 4.6.3 Teachers requesting release from an extra-curricular assignment will be required to continue in the assigned activity until:
 - 4.6.3.1 A qualified staff member is hired and fills the vacated position; or
 - 4.6.3.2 A non-certified employee can be hired to fill the vacated position; or
 - 4.6.3.3 In the event that a replacement in 4.6.3.1 and 4.6.3.2 cannot be found, the extra-curricular assignment shall be made by the Board based upon the recommendation of the administrative staff. The schedule of compensation for extra-curricular assignments is set forth in Appendix A.

- 4.6.4 Payment for extra-curricular pay: Compensation prescribed for extra-curricular activities specified in the agreement and assigned by the superintendent will be paid on a monthly basis on the date set by the agreement in Article 4, 4.3.2.
- 4.6.5 An individual with an extra pay-extra work assignment is expected to complete the full responsibilities of the extra pay-extra work assignment.

If a teacher who is receiving compensation for an extra pay-extra work position misses fourteen (14) consecutive calendar days of practice/coaching/extra duty responsibilities, the teacher will be placed on leave without pay for the extra pay-extra work position. The teacher will be compensated from the start of the extra pay-extra work activity to the date of the leave.

A replacement will be hired, if possible, for the period of the absences of the teacher on leave from the extra pay-extra work position. The replacement will receive the same rate of pay as the teacher of leave from the position.

4.7 Workers at Extra-Curricular Events

Workers for extra-curricular activities outside the school day will be compensated at \$30.00 per session. Determining the number of sessions per activity will be done by the Activities Director in conjunction with the Business Manager. The Board reserves the right to hire persons not covered by this Agreement, or to assign certified staff to cover these activities.

4.8 Part-time Personnel

Part-time employees who are hired on the salary schedule will have their pay determined by the percent of time per normal workday (8 hours) an employee is required to be at work.

ARTICLE 5 **TERMINATION OF CONTRACT-LIQUIDATED DAMAGES**

The employment contract between the District and employee may be terminated only upon mutual written consent of both parties (and subject to the liquidated damages provision herein) or by the statutory provisions of the laws of South Dakota.

If a teacher submits to the Board a letter of resignation of his/her contract after signing his/her contract and prior to fulfillment of that contract (based on the school calendar for the year applicable to the teaching contract being resigned) and the teacher submits with the letter of resignation the appropriate amount as set forth below prior to the contract termination date, the Board shall release the teacher from his/her contract provided the resignation letter and appropriate sum is received by the Board (Business Manager or Superintendent) by the following dates:

- 5.1 June 1 through June 30 - \$1,000
- 5.2 July 1 through July 31 - \$3,000
- 5.3 August 1 and after - \$5,000

It is hereby agreed that the amounts herein are presumed to be the damage for breach of an obligation where it is impractical or extremely difficult to fix actual damage, pursuant to SDCL 53-9-5, and is not meant to be nor construed as a penalty. The Board may waive any or all of the amounts due under the liquidated damages policy should the employee's resignation be due to employee's illness, illness in the employee's immediate family, or transfer of spouse's employment to another geographical location when commuting is not practical. Should a waiver be requested, the request should be in writing and submitted to the Board with the letter of resignation and appropriate amount of liquidated damages. If the Board approves the waiver, the amount submitted as liquidated damages will be returned to the employee.

ARTICLE 6
FRINGE BENEFITS

6.1 Insurance

- 6.1.1 The Dell Rapids School District will pay up to \$591.25 per month of the monthly health insurance premium for each faculty member who is a participating member of the Group Medical Insurance Program. Teachers who fulfill their contract term are eligible for coverage and district contribution through August. If a teacher does not fulfill their contract term, insurance eligibility and the district contribution concludes at the end of the month of termination.
- 6.1.1.1 For faculty members selecting a High Deductible HSA-Qualified Health Plan (HDHP) offered under the Group Medical Insurance Program:
 - 6.1.1.1.1 The difference between the District's monthly health insurance allowance and the monthly premium for the HDHP may be deposited into a Health Savings Account (HSA).
 - 6.1.1.1.2 The board of education, with input from the insurance advisory committee, will determine a financial institution to implement Health Savings Accounts. Fees, if any, to establish and maintain a Health Savings Account (HSA) will be the responsibility of the faculty member.
 - 6.1.1.1.3 The following conditions must be met by the first day of the month for the faculty member to receive an HSA contribution for that month: (a. The faculty member must have an established Health Savings Account (HSA) and all necessary paperwork must be on file with the school business office. (b. The faculty member must qualify per federal regulations to have funds deposited into his/her Health Savings Account.
 - 6.1.1.1.4 The faculty member may make additional contributions to the Health Savings Account (HSA), not to exceed maximum contribution limits set by the federal government, as long as the conditions in 6.1.1.1.3 have been met.
- 6.1.2 In cases where an employee, hired before the 2003-2004 school year, can show proof of health insurance, the benefit of \$203.25 per month may be used by the employee to purchase a tax-sheltered annuity or other group insurance options approved by the district on the basis that no additional liability accrues to the district for social security or other taxes. The in-lieu-of-insurance benefit for part-time teachers contracted for at least 20 hours per week, hired before the 2003-2004 school year, will be \$101.63 per month.
- 6.1.3 The Dell Rapids Board of Education will determine the insurance company and coverage after input from a committee composed of three DREA members, one classified employee, one board member and the Business Manager. Each group will select their own representative(s).

6.2 Payroll Deductions

- 6.2.1 The district will offer payroll deduction for 403(b) plans in accordance with the district's written plan document. All employees may participate in the plan.
- 6.2.2 The district will offer payroll deduction for employees wishing to participate in section 125 of the Internal Revenue Code (FLEX plan) for the district's group insurance premiums, reimbursable dependent care expenses, reimbursable medical expenses, and reimbursable non-employer sponsored premiums. The Board of Education will file the plan document and will be responsible for the cost of the filing fee.
- 6.2.3 The district may offer payroll deduction for employees wishing to participate in voluntary life insurance coverage, vision insurance, dental insurance, and other supplemental insurance offered at a group rate. Carriers and eligible coverage will be determined by the Dell Rapids Board of Education with input from the insurance committee (see 6.1.3).

ARTICLE 7 LEAVES

7.1 Pro-rating Leaves for Less than Full FTE's

The following information pertains to staff members who are contracted as 100% FTE. Those staff members who are contracted for less than 100% FTE will receive leaves based on a pro-rated basis which will take into consideration the number of hours per week the individual works and the percent of FTE the teacher is contracted for. (A teacher workday is defined as being 8 hours in length).

7.2 Sick Leave and Disability Leave

- 7.2.1 Each member of the certified staff is allowed twelve (12) days per year of leave for personal/family illness or accident, hereinafter collectively referred to as "sick leave" to be taken without loss of pay.
- 7.2.2 Sick leave days not used by a teacher shall be permitted to accumulate to a maximum of ninety (90) days. Returning teachers who have accumulated sick leave in excess of 90 days will receive \$25 for each day of sick leave in excess of the allowed 90 day accumulation. The benefit will be paid in September.
- 7.2.3 Use of paid sick leave for attending to family members shall be governed as follows:
 - 7.2.3.1 Immediate family is defined as spouse, children, parents, and step-children. Employees may use accumulated paid sick leave to attend to immediate family members.
 - 7.2.3.2 Extended family is defined as significant other, brother, sister, mother or father in-laws, grandfather, grandmother, and grandchildren of the employee. A maximum of ten (10) days of paid sick leave may be used annually for extended family illness. Additional absences from work to attend to extended family members must be approved by the Superintendent, and if granted, such additional absences shall be without pay.
- 7.2.4 A teacher may use paid sick leave days prior to, or following, parent leave if related to an illness of the baby and/or mother. Such a request must be accompanied by a physician's statement clearly indicating the medical reason why such medical leave days are recommended. The district shall have the right to request an independent physician's opinion on the need for additional days with the cost of obtaining this opinion the responsibility of the district.
- 7.2.5 When a teacher has claimed leave under this policy, for a period longer than three (3) days, the Administration or the School Board may require the teacher, at his/her own expense, to furnish verification from a physician or other licensed practitioner that he/she was unable to perform his/her duties during the period of absence for which compensation is required.
- 7.2.6 The following defines contract status after sick leave is exhausted. When accumulated sick leave has been exhausted, and the employee is unable to fulfill his/her contract, additional personal leave may be granted. The employee should apply for the additional leave prior to the date on which this occurs. If application has not been received by that date, the continued employment of the individual will be determined on a case-by-case basis.
- 7.2.7 Retiring teachers, age fifty-five (55) or older, that have been employed as a teacher by the Dell Rapids School District 49-3 for at least twenty (20) years will receive a benefit for each day of sick leave in their accumulation. That benefit will be calculated as follows:

<u>Accumulated Days</u>	<u>Payment per Day</u>
0-35	\$10.00
36-70	\$15.00
71-90	\$60.00

The benefit will be paid in June. In order to receive the benefit, the teacher shall notify the Superintendent in writing not later than April 1 of the last year of teaching, of his/her intention to retire after the current school year.

- 7.2.8 If a staff member has been approved to use personal leave and the school day is canceled or school is released early (snow day, extra-curricular activity, etc.), the staff member will not have that leave deducted.

7.3 Parent Leave

- 7.3.1 Parent Leave - Teachers are allowed to utilize a specified number of paid leave days, taken from the employee's accumulated sick leave and/or personal leave, upon the birth of a child.

- 7.3.1.1 A teacher will have the possibility of utilizing a maximum of 30 days of paid sick leave and/or paid personal leave for the birth of a child. In the event of a cesarean delivery, the teacher will have the possibility of utilizing a maximum of 40 days of paid sick leave and/or personal leave, and all references to six weeks/30 days in sections below will increase to eight weeks/40 days. Accumulated sick leave will be applied first, followed by accumulated personal leave.
- 7.3.1.2 FMLA is unpaid job-protection and group health plan continuation for eligible employees, and eligible teachers may request additional unpaid leave days in accordance with Family Medical Leave Act provisions. FMLA will run concurrently with parent leave.
- 7.3.1.3 In the case of an adoption of a child under the age of 36 months, adoption leave will be the same as parent leave for the natural birth of a child.
- 7.3.1.4 For employees who work less than full-time in terms of days, parent leave will be proportional to the number of days worked compared to full-time employees.
- 7.3.1.5 In no situation will the number of paid parent leave days exceed the number of sick leave and/or personal leave days the employee has accumulated with the district. In the event a teacher does not have enough accumulated sick and/or personal leave days for the specified period of time, the balance of allowed parent leave will be unpaid leave.
- 7.3.1.6 Parent leave will be applied as follows:
 - 1. In all cases, regardless of the amount of the teacher's accumulated sick/personal leave, and regardless of FMLA eligibility, the teacher will be allowed to take a minimum of six weeks parent leave. Such leave will commence on the day the baby is born and run through the first 30 weekdays. Accumulated sick/personal leave will be paid for school days falling within this period. This basic 30 weekday period of time will not be extended due to vacation or school cancellation days. If the teacher does not have sufficient accumulated sick/personal leave, the balance of days will be unpaid. Extension of leave past this minimum allowance is addressed in #2 and #3.
 - 2. Extension of paid leave for birth during a school year:
If the birth occurs during the school year, and the teacher has sufficient accumulated sick and/or personal leave, the teacher may use their accumulated sick/personal leave to receive pay for up to 30 work days, instead of only on school days falling within the first 30 weekdays. Such leave commences with the baby's birth and the extended time excludes holiday breaks or other days school is not in session. This provision ends at the conclusion of the school year, and no days will be carried into the next school year.
 - 3. Extension of paid leave for a summer birth:
If the birth occurs during summer break, and the teacher has sufficient accumulated sick and/or personal leave, the teacher may use their accumulated sick/personal leave to receive pay for up to 30 work days in the new school year, less the number of weekdays from the baby's date of birth until the first day of the new school year.
- 7.3.1.7 If the teacher has exhausted their twelve workweek FMLA allocation but has sufficient accumulated sick/personal leave to qualify for extended paid leave under 7.3.1.6 numbers 2-3, health insurance coverage may require conversion to COBRA.

7.4 Personal Leave

- 7.4.1 Employees covered under this contract, shall be allowed absence of up to two (2) days per school year for personal or business reasons, hereinafter collectively referred to as "personal leave" to be taken without loss of pay. The teacher need not declare a reason for requesting the allowable two (2) personal leave days.
 - 7.4.1.1 Employees with ten (10) to fourteen (14) years of experience as a teacher with the Dell Rapids School District 49-3 that have exhausted his/her accumulated personal leave days, may take up to eight (8) personal leave hours by deducting an equivalent amount of sick leave hours. Employees with fifteen (15) to nineteen (19) year of experience as a teacher with the Dell Rapids School District 49-3 that have exhausted his/her accumulated personal leave days, may take up to sixteen (16) personal leave hours by deducting an equivalent amount of sick leave hours. Employees with twenty (20) or more years of experience as a teacher with the Dell Rapids School District 49-3 that have exhausted his/her accumulated personal leave days, may take up to twenty-four (24) personal leave hours by deducting an equivalent amount of sick leave hours. Employees requesting this benefit will not be able to utilize the Catastrophic Leave Benefit for the number of days being converted. All requests will go through the district office.
- 7.4.2 Unused personal leave days shall be permitted to accumulate to a maximum of four (4) days.
- 7.4.3 Requests for personal leave will be submitted in writing to the building principal five (5) teacher working days prior to the date the leave is requested.

- 7.4.4 For extenuating circumstances, the Superintendent may grant additional personal leave days. A request, in writing, for these additional personal leave days must be submitted to the Superintendent. Additional "non-allowable" personal leave days that are granted will be without pay.
- 7.4.5 The building principal will provide a response, in writing, within three (3) teacher working days of receiving the written request. Granting the personal leave request will be contingent upon the availability of a substitute. The decision to deny personal or additional personal leave days cannot be aggrieved.
- 7.4.6 Such leave shall not be granted for the first or last day of the school year nor the first working days preceding or following a vacation or holiday, or the day of an in-service. However, extenuating circumstances may exist which require a teacher to request the building principal to consider making an exception to this section. Such requests might include, but are not limited to, the following: allowing a teacher to attend state sanctioned events, special occasion of an immediate family member, weddings, or graduations.
- 7.4.7 Only two (2) staff members per building will be granted personal leave on any one given school day.
- 7.4.8 Personal leave may be taken in quarter-hour increments.
- 7.4.9 Returning and retiring teachers shall receive a benefit for unused personal leave days under the following conditions:
 - 7.4.9.1 Returning teachers that have accumulated personal leave in excess of two (2) days at the end of the preceding school year will receive \$120 for each day of personal leave in excess of the two (2) days accumulated. The benefit will be paid in September.
 - 7.4.9.2 Retiring teachers, age fifty-five (55) or older, that have been employed as a teacher by the Dell Rapids School District 49-3 for at least 20 years will receive \$175 for each day of unused personal leave he/she has at the end of the current school year. The benefit will be paid in June. In order to receive the benefit, the teacher shall notify the Superintendent in writing not later than April 1 of the last year of teaching, of his/her intention to retire after the current school year.
- 7.4.10 If a staff member has been approved to use personal leave and the school day is canceled or school is released early (snow day, extra-curricular activity, etc.), the staff member will not have that leave deducted.

7.5 Catastrophic Sick Leave Bank

Catastrophic Sick Leave – for the purposes of this section is defined as - a provision that allows an employee to receive additional sick leave in the event that they cannot fulfill their contracted work obligations due to a serious medical condition as defined in FMLA.

- 7.5.1 The board will provide 15 days yearly for certified employees to use as employee catastrophic sick leave and 5 days yearly for employees to use as immediate family catastrophic sick leave. The combined number of days will not exceed these 15 days and 5 days, respectively, in any given school year for all certified employees. Catastrophic sick leave will not accumulate from year to year, but sick leave contributed by employees will accumulate.
 - 7.5.1.1 Employees will contribute one (1) sick leave day to the catastrophic sick leave fund each year unless they notify the business office in writing by August 29 of their intention not to participate.
 - 7.5.1.2 An employee that elects not to participate in the catastrophic sick leave fund will not continue to participate in future years unless they notify the business office in writing by August 29 of their intention to participate again.
 - 7.5.1.3 Employees that elect not to participate in the catastrophic sick leave fund will not be allowed to use catastrophic sick leave.
 - 7.5.1.4 Catastrophic sick leave days will be allotted to employees that are approved for it in the following order:
 - 7.5.1.4.1 Days provided by the board
 - 7.5.1.4.2 Days donated by employees
 - 7.5.1.5 If the amount of accumulated catastrophic sick leave donated by employees exceeds three hundred (300) days at the end of the school year, returning employees that met the terms of 7.5.1.1 of this agreement during that school year will not need to contribute a sick leave day to remain eligible for catastrophic sick leave in the following school years. Only new employees to the district or returning employees that elected the terms of 7.5.1.2 will need to donate a sick leave day the following school year to participate in the catastrophic leave fund.
- 7.5.2 Illness or injury of a staff member or immediate family that is catastrophic in nature may be reasons for use of catastrophic sick leave.
 - 7.5.2.1 Catastrophic leave sick leave is not for parent leave.
 - 7.5.2.2 If a participating teacher is put on medical bed rest during pregnancy (not to exceed 15 days), the teacher may utilize the program for days prior to birth if they have exhausted (or plan to after the birth) all of their own personal/sick leave.

- 7.5.3 Application of this leave must be initiated by submitting Appendix C through the superintendent to the business manager no later than thirty days after the teacher's paid leave days are exhausted or the end of the catastrophic illness or injury, whichever is earlier.
- 7.5.4 Upon receipt of an application for catastrophic sick leave, a committee shall be formed. This committee shall be composed of five voting members and one non-voting member. The five voting members would be two school board members, one elementary teacher, one middle school teacher, and one high school teacher. The business manager would be the non-voting member. Appointment of the board members to the committee will be made by the school board president. Selection of the teachers to the committee would be made by the representative bargaining unit. The discussion and decision of this application will be done in executive session and confidential. The committee would require a majority vote to approve catastrophic sick leave. Decision will be rendered within ten (10) school days upon receipt of application.
- 7.5.5 When an employee applies for employee catastrophic sick leave:
- 7.5.5.1 All remaining sick leave days must be used before catastrophic sick leave days are paid beyond sick leave days.
 - 7.5.5.2 All remaining personal leave days must be used before catastrophic sick leave days are paid.
- 7.5.6 When an employee applies for immediate family catastrophic sick leave:
- 7.5.6.1 All remaining family sick leave days must be used before catastrophic sick leave days are paid beyond family sick leave days.
 - 7.5.6.2 All remaining personal leave days must be used before catastrophic sick leave days are paid.
 - 7.5.6.3 Immediate family defined by FMLA.
- 7.5.7 Employees may only draw up to thirty (30) days of catastrophic sick leave each school year.

7.6 Bereavement Leave

- 7.6.1 Teachers shall be granted five (5) non-accumulative days with pay for making arrangements and attending the funeral of a spouse, parents (biological, grand, step/foster or by marriage), children (natural, grand, step/foster, or by marriage), brother and sisters (biological, by marriage, and/or step/foster), or near relative (aunts, uncles, cousins). This includes certified staff members or their spouse, if they experience a miscarriage.
- 7.6.2 If additional bereavement days for those family members set forth above are needed, the days may be granted by the Superintendent but will be deducted from the teacher's personal sick days.
- 7.6.3 One (1) of the five (5) allowed Bereavement days may be used for individuals not set forth above. Additional days will be without pay.

7.7 Adoption or Foster Care

See Family and Medical Leave Act policy.

7.8 Long-Term Leave

The board may grant a leave of absence without compensation. If the district is able to find a qualified substitute, the request may be granted and upon completion of the leave the teacher may be reinstated in the teaching position vacated or in a similar position.

7.9 Long-Term Professional Leave Without Pay

The procedures for long-term professional leave or absence are as follows:

- 7.9.1 Purpose: In order to provide opportunities for professional improvement, long-term professional leave shall be available to certified personnel for full-time study at a recognized college or university, or other approved programs.
- 7.9.2 Eligibility:
 - 7.9.2.1 An applicant must possess a valid South Dakota certificate, hold a minimum of a bachelor's degree, and must have accrued six (6) consecutive, full years of teaching service in the Dell Rapids School District or six (6) or more total years of District employment without interruption of involvement in the education profession. Leave, such as FMLA leave, shall not be considered an interruption of District employment.
 - 7.9.2.2 Applicants shall not have received a long-term professional leave during the six (6) years preceding any application.

- 7.9.2.3 Long-term professional leave for study shall be for individuals centering their study in the field of education or in areas they currently are teaching or are qualified to teach when they return.
- 7.9.2.4 Each applicant must agree to return to service in the Dell Rapids School District immediately upon termination of long-term professional leave and to continue in such service for one (1) year unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed agreement in the form of a promissory note shall stipulate that the failure of the person to provide such service shall result in the obligation to pay liquidated damages to the District as per Article 5 – Termination of Contract – Liquidated Damages.
- 7.9.3 Application:
- 7.9.3.1 Applications shall be made to the Superintendent for Long-Term Professional Leave on or before February 1.
- 7.9.3.2 The application shall be accompanied with plans for the use of the long-term professional leave, evidence that the applicant's plan had been accepted and an exposition of the plan's potential for improving the applicant's professional competency and such other information as may be necessary.
- 7.9.4 Selection:
- 7.9.4.1 The Board, upon recommendation of the Superintendent, may grant long-term professional leave. In the case of multiple qualified applicants, the Board will select just one (1) candidate for long-term professional leave per school year.
- 7.9.4.2 The Board shall give consideration to:
- 7.9.4.2a Assured eligibility.
- 7.9.4.2b The applicant's potential for contributing to the growth of himself/herself as a professional educator.
- 7.9.4.2c The applicant's prior contribution to the Dell Rapids School District and potential for future leadership.
- 7.9.4.2d Any other pertinent factors as determined by the Board.
- 7.9.5 Compensation:
- 7.9.5.1 While on long-term professional leave the person shall not be under contract and shall not receive any salary from the District.
- 7.9.5.2 A teacher on long-term professional leave may elect to continue on the District's group health insurance policy(ies) through the use of COBRA at the expense of the teacher.
- 7.9.6 Miscellaneous Provisions:
- 7.9.6.1 Long-term professional leave granted shall not exceed two (2) semesters, but may be for one (1) semester.
- 7.9.6.2 Upon completion of the leave, the teacher shall return to the same contracted position held prior to taking leave unless the position has been eliminated.
- 7.9.6.3 Upon completion of the leave and the return to work, the teacher will be compensated at the same level where he/she would have been had he/she not been on leave.
- 7.9.6.4 Upon completion of the leave and the return work, the teacher's sick leave and other benefits accumulated up to the time of leave shall be returned to their former status.
- 7.9.6.5 Upon completion of the leave and the return work, the teacher will provide documentation (transcripts or grade sheets) that they have completed the plan for the long-term professional leave.

7.10 Activity Leave

The principal, supervising the activity, may grant a leave with pay to the head of an activity on the extra duty pay schedule, or his/her designee, to attend their state event. The teacher should make this request in writing stating the unique benefit of attending this state event.

7.11 Jury Leave

While serving on jury duty no employee will be withheld pay. The employee will receive his/her regular pay while on jury duty. Expenses paid by the court for travel and meals may be kept by the employee. Compensation paid by the court for jury duty must be remitted to the school district by the employee. It is suggested that any employee summoned to jury duty must notify the administration at once so that all necessary arrangements can be made. The case where an employee is required to be involuntarily present in court by subpoena will be treated according to the above.

7.12 Military Leave

Employees of the School District who qualify as members of a "reserve component" to include the Army and Air National Guard and the Reserves will be granted leave of absence from their employment with the district in accordance with the following established procedures:

- 7.12.1 Dell Rapids School District employees who are members of the “reserve component of the armed forces” will be granted military leave of absence by the superintendent upon receipt of a formal written request.
- 7.12.2 Dell Rapids 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.
- 7.12.3 Employees requesting military leave for training or due to activation will obtain a written order or letter from the Commander of their Reserve or National Guard unit showing the dates of the training period or activation. Upon receipt of the written order or letter to the employee, the employee shall immediately (within seventy-two hours of receipt by the employee) submit to the superintendent or his/her designee a copy of the written order or letter which states the employee must be absent from work due to training or activation and the dates of the training or activation.
- 7.12.4 Employees of the School District who are called to active duty in the military service qualify under the Soldiers’ Preference Law to be reinstated with accrued benefits.
- 7.12.5 Employees of the School District who are called to active duty in the military service shall receive no pay from the district during the absence. Accumulated leave and benefits will be maintained.

7.13 Family Medical Leave Act (FMLA)

The Dell Rapids School District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993 (FMLA) as authorized by P.L. 103-3. The superintendent shall administer this policy adopted by the Board of Education, setting forth the rights and procedures granted by the Act, and shall ensure compliance with this policy either personally, by delegation, or by some combination of personal supervision and delegation.

See District Policy for specific regulations.

ARTICLE 8 **RETIREMENT INCENTIVE**

8.1 Requirements

- 8.1.1 Any teacher who has attained the minimum age of 55 years and has not exceeded the age of 62 as of September 1 of the ensuing school year, and who has been employed as a teacher by the Dell Rapids School District 49-3 for the equivalent of 20 years of service, and who has complied with the terms and conditions of this policy, may elect retirement incentive, and upon such retirement, the teacher shall be entitled to receive an employer contribution to a 403(b) non-ERISA employer funded plan.
- 8.1.2 For purposes of this policy, 20 years equivalency shall be determined in the following manner: (1) full-time teaching during a full school term shall count as one year; and (2) years of less than full-time teaching during a full school term shall be combined to compute the FTE status over one or more years of part-time teaching. [For example, 2 years at .5 FTE status would equal one year for purpose of this policy; 1 year at .5 FTE and 1 year at .7 FTE status would equal one year for purposes of this policy; and 3 years at .7 FTE status each year would equal 2 years for purposes of this policy.]
- 8.1.3 The contribution benefit shall be \$30,000.
 - 8.1.3.1 In the event two teachers apply for the retirement incentive in the same school year, both teachers shall receive a contribution benefit of \$15,000, assuming both teachers agree to that stipulation.
- 8.1.4 In no event shall any individual be entitled to receive the contribution benefit provided by this policy more than once.
- 8.1.5 No teacher shall be eligible for the retirement benefit unless the teacher has taught the entire year in which the retirement incentive is requested. If the last year of teaching is interrupted, retirement incentive may be approved by the Board of Education of the District on an individual basis.
- 8.1.6 No teacher shall be eligible for the retirement incentive if the teacher retired from the Dell Rapids School District when the teacher was eligible to apply for SDRS retirement and was subsequently rehired by the District.
- 8.1.7 Only teachers that were employed with the Dell Rapids School District during the 2015-2016 school year and have continued employment with the District without severance shall be eligible for retirement incentive.

8.2 Cash Benefit

The contribution benefit shall be paid in three (3) equal installments, but will be subject to the 415(c). The first installment will be mailed to the plan by July 15th of the year following the last year of teaching. Each of the remaining two installments shall be paid yearly by July 15th. No interest shall accrue or be paid on outstanding installments.

8.3 Notification

In order to receive the benefit, the teacher shall notify the Superintendent in writing not later than March 1st of the last year of teaching, of his/her intention to retire after the current school year.

8.4 Survivor Benefit

In the event a teacher entitled to the retirement incentive benefit shall die while all or part of such benefit remains unpaid, the remaining unpaid benefit shall be sent by the following July 15th to the 403(b) non-ERISA employer funded plan for distribution to the teacher's designated beneficiary.

8.5 Future Consideration

The teacher, who elects retirement incentive, agrees that in the future he/she will not seek to be rehired by the District in any future continuing certified teaching contract.

8.6 Limits

- 8.6.1 The District sets a limit of one (1) teacher per year who may utilize retirement incentive. If more than one (1) teacher applies, the following criteria will be implemented in this order:
 - 8.6.1.1 The most years of service to the Dell Rapids School District;
 - 8.6.1.2 Date of offering of first contract with the Dell Rapids School District;
 - 8.6.1.3 Total years of teaching experience.
- 8.6.2 Provisions of the Retirement Incentive will expire after the 2029-2030 school year.

ARTICLE 9 **CONTRACT DAYS AND WORK HOURS**

9.1 Contract Days

The number of days of a teacher's contract will be 178. These days will include: student contact days, three in-service days, parent/teacher conferences, and two inservice days at the beginning of the school year.

- 9.1.1 Administration will provide 0.5/178 contracted days designated as a half, uninterrupted workday for teachers to prepare their classrooms before the start of the school year. If this half day is needed for training, a Memorandum of Understanding could be agreed upon.

9.2 Work Hours

- 9.2.1 The contract work day for teachers shall be eight (8.0) hours a day. The eight (8.0) hours per day does include any daily break(s), but excludes such additional time as the teacher is required to be at activities for which the teacher is compensated pursuant to the Extra Duty Pay Schedule.

- 9.2.2 The contract work day can begin no earlier than 7:30 a.m. and begin no later than 8:00 a.m. Additionally, the contract work day can end no earlier than 3:30 p.m. and end no later than 4:00 p.m. Teachers have the obligation to attend scheduled activities before and after school as scheduled by District administration. Administration may dictate that the workday specifically be held from 7:30a.m.to 3:30 p.m. or 8:00 a.m. to 4:00 p.m. for staff meetings; District meetings; IEP meetings; administrator, and parent and/or student meetings.

- 9.2.3 Teachers are required to be in the building, or involved in an assigned duty or activity, during the contract work day except in the following instances:

- 9.2.3.1 Staff meetings; District meetings; IEP meetings; administrator, parent and/or student meetings; or when the teacher is required to be at activities for which the teacher is compensated pursuant to the Extra Duty Pay Schedule; or when the District requires supervision at a school event or program.

- 9.2.3.2 Unless the needs of an educational program of the school district, as determined by the Board of Education or its designee, and after consultation with, and agreement by DREA, necessitates a contract work day in no case shall the eight (8.0) hour contract work day begin earlier than 7:00 a.m. and end, subject to section 9.3.3, no later than 5:00 p.m. without section 9.3 being negotiated.

- 9.2.3.3 The use of approved paid or unpaid leave is required for certified staff in order to be absent during scheduled parent/teacher conferences. Certified staff, who are absent during parent/teacher conferences, shall contact those parents who specifically requested during parent/teacher conferences that the absent certified teacher contact the parent.

- 9.2.4 Within the contract work day, teachers may be assigned to but not limited to the following: instructional time, supervise testing, curriculum work time, school and student meetings, recess supervision, lunchroom supervision, supervision of passing time between classes, supervision before or after the student day, and prep time.

- 9.2.5 Should it be necessary for a teacher to leave the building early before the end of the contract work day for personal reasons and without taking paid leave, the teacher must receive prior approval from his/her principal and must sign out at the office before leaving. This provision shall not be utilized on a regular or routine basis by any individual teacher.

- 9.2.6 If school is not held because of inclement weather, teachers will not be expected to report for duty. If the start of school is delayed due to inclement weather or other unforeseeable circumstances, teachers should report as soon as is safely possible; if school is dismissed early, teachers may leave as soon as all students have left the building and the students require no further supervision.

ARTICLE 10 **STAFF REDUCTION PROCEDURE**

It is within the discretion of the Board of Education to reduce the educational program, curriculum and staff. In order to promote an orderly reduction of personnel when the education program, curriculum, or staff is curtailed, the following procedures shall be followed.

- 10.1.1 The Board will communicate to the recognized negotiating body president its intention to implement the staff reduction procedure. The recognized negotiating body will have not more than 10 calendar days from the date of communication to present possible alternatives, which could accomplish the same goals.
- 10.1.2 Should a reduction in force become necessary, 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, qualifications, certification, longevity in the Dell Rapids School District, educational background, salaries, federal and state affirmative action requirements, as well as any other relevant considerations. After the above factors have been considered, if the employees are apparently equal in the judgment of the board then the employee having continuing contract status will be given preference.
- 10.1.3 In making staff reductions involving professional staff members on continuing contract status, the board will follow the procedure outlined in state statutes.
- 10.1.4 Any certified staff whose employment with the district has been affected by a reduction shall be classified as on lay-off status from active employment by the district and can be recalled to active employment for 15 months. The 15 month time frame shall begin the date the certified staff member receives the formal notice by the Board of the staff reduction resulting in the employee not being offered a teaching contract for the following year. Certified staff shall be recalled to available positions for which they are certified and qualified. To be considered qualified the teacher must have taught in the subject matter and grade level (elementary, middle school, high school) within the previous five (5) years. If two or more certified staff members on lay-off status are both certified and qualified for a vacated position within the recall period, the certified staff member to be recalled pursuant to this provision shall be determined by the Board after consideration of the factors to be considered within the staff reduction policy.

The certified staff member(s) on lay-off status shall have the responsibility to keep the District's Business Manager informed as to the certified staff member's mailing address.

Recall rights shall terminate after 15 months. Recall rights shall be terminated before the 15 month period ends if a written recall offer is given to the certified staff member, and he/she does not accept the recall offer in writing within seven (7) calendar days of receipt of the recall offer. Recall rights shall not apply to a certified staff member who is under contract with another South Dakota public school district for the same school year (or portion thereof, if the vacancy occurs during the school year) to which recall rights would otherwise exist.

10.1.5 Teacher Notification:

If certified openings (both part and full time) become available in the Dell Rapids School District, those openings will be posted in an all staff email twenty-four (24) hours prior to the position being publicly posted.

ARTICLE 11 **GRIEVANCE PROCEDURE**

11.1 Purpose

The purpose of the grievance procedure is to provide a framework within which contracted certificated professional employees may work toward solving problems as they arise and to guarantee fair treatment.

11.2 Informal Resolution

It is expected that all parties to a disagreement, complaint or problem will initially attempt to solve such problems at the lowest possible administrative level before filing a formal written grievance.

11.3 Formal Resolution

The teacher shall be bound by the procedure established below if a formal written grievance is filed.

11.4 Definitions

- 11.4.1 A "grievance" is a written complaint by a teacher, a group of teachers, or the Recognized Negotiating Body, that a dispute or disagreement exists involving interpretation or application of the terms of this agreement or of an existing Board rule, policy or regulation as they apply to conditions of employment, or that an employee has been treated unfairly or that there exists a condition which jeopardizes employee health or safety. The absence of or disagreement with existing policy, rules, or regulations is not a "grievance" and is subject to annual negotiations under the negotiations policy.
- 11.4.2 A "grievant" is a teacher, group of teachers, or the Recognized Negotiating Body making the written claim. A "teacher" is any contracted certificated professional employee covered by the Negotiated Agreement and not classified as administrative personnel or classified staff.
- 11.4.3 Reference to "days" regarding time periods in this procedure shall refer to working days unless specified otherwise.

11.5 Timelines

- 11.5.1 Within ten (10) working days from the time a teacher knew of or reasonably should have known of the act or condition, which is the basis of the complaint, the teacher shall try to resolve the problem informally with the teacher's principal or immediate supervisor.
- 11.5.2 Within twenty working days from the time the teacher knew of or reasonably should have known of the act or condition which is the basis of the complaint, the teacher may file a written grievance at the lowest administrative level at which a decision can be made.
- 11.5.3 In the event a written grievance is filed at such time it cannot be processed during vacation or by the end of school year, the timelines set forth may be changed by mutual agreement at each level so that the grievance procedure may be completed, as soon thereafter as is practicable.
- 11.5.4 Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level. Likewise, failure by the grievant at any level to appeal a grievance to the next level within the specified time shall be considered acceptance of the decision of that level.
- 11.5.5 The time limits for decision or appeal are:
 - Level 1 - five (5) working days
 - Level 2 - ten (10) working days
 - Level 3 - twenty (20) working days
 - Level 4 - thirty (30) calendar days

11.6 Levels

The levels or steps in the grievance procedure are:

- Level 1 - The building principal (or immediate supervisor) or designated representative
- Level 2 - The Superintendent or designated representative
- Level 3 - The School Board
- Level 4 - Appeal provided by law

11.7 Representation

- 11.7.1 The Board acknowledges the right of the grievant(s) to be represented, at all levels of the formal grievance procedure, by a representative of their own choosing.
- 11.7.2 At the request of the grievant, administration will notify the recognized negotiating body of the disposition of any grievance at Level 1.

11.8 Miscellaneous Provisions

- 11.8.1 The administration and Board shall cooperate and meet with the grievant and/or the Recognized Negotiating Body at the appropriate level. Administrator and Board decisions shall be in writing with a copy to be given to the grievant.
- 11.8.2 No reprisals, of any kind, shall be taken by any party against any employee because of the employee's participation in this grievance procedure.
- 11.8.3 Grievances involving one (1) or more teachers, or group of teachers, or class of teachers and grievances involving a building administrator/supervisor may be initially filed by the grievant(s) at Level 2.
- 11.8.4 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 11.8.5 Grievance forms shall be provided and made available by the Superintendent and in each building. Decisions rendered at all levels of the formal grievance procedure shall be in writing on the appropriate forms and shall set forth the decision and rationale.
- 11.8.6 A formal grievance may be withdrawn at any level without establishing precedent.

APPENDIX A

2025-2026

**HIRING SCHEDULE
AND
EXTRA-CURRICULAR PAY RATES**

Hiring Schedule 2025-2026

Increment Across		700	700	800	700	700
<u>Experience</u>	<u>Bachelors</u>	<u>B+16</u>	<u>B+32</u>	<u>Masters</u>	<u>M+16</u>	<u>M+32</u>
0	48460	49160	49860	50660	51360	52060

Any experienced teacher (new-hire) hired by the Dell Rapids School District shall be paid at a salary amount equivalent to a currently employed Dell Rapids School District teacher with same or similar experience. In the event there is no teacher of equivalent experience, the new-hire shall be paid at a level proportionately between teachers with experience above and below the new hire. "Hard to Hire" amounts that are included in the teachers used for determining the hiring level of the new-hire shall be backed out of the equation for new-hire salary determination. The new-hire educational differentials shall be the same as illustrated above.

**EXTRA DUTY PAY SCHEDULE
2025-2026**

ATHLETICS	
HS Head Basketball (boys & girls)	12.00%
HS Head Cross Country	9.00%
HS Head Football	12.00%
HS Head Golf (boys & girls)	7.00%
HS Head Softball	10.00%
HS Head Track (boys & girls)	10.00%
HS Head Volleyball	12.00%
MS/HS Head Wrestling (boys & girls)	13.00%
HS Asst. Basketball (boys & girls)	9.00%
HS Asst. Cross County	6.00%
HS Asst. Football	9.00%
HS Asst. Softball	7.00%
HS Asst. Track	7.00%
HS Asst. Volleyball	9.00%
MS/HS Asst. Wrestling	10.00%
MS Basketball (boys & girls)	6.00%
MS Football	6.00%
MS Golf	5.00%
MS Track	6.00%
MS Volleyball	6.00%
MS Wrestling	7.00%
HS Football Sideline Cheer Advisor	4.00%
HS GBB and BBB Sideline Cheer Advisor	6.00%
HS Wrestling Sideline Cheer Advisor	2.00%
HS Competition Cheerleading Advisor	9.00%
MS Cheerleading Advisor	4.00%
Special Education Club Sports Coach – Fall	2.50%
Special Education Club Sports Coach – Winter	2.50%
Special Education Club Sports Coach – Spring	2.50%
Activities Director	14.00%
Asst. Activities Director	8.00%
CLASS ADVISORS	
Senior Class	1.00%
Junior Class	1.00%
Sophomore Class	1.00%
Freshmen Class	1.00%

DRAMA	
Fall or Spring Play	7.00%
One-Act Play	5.00%
Drama Assistant	4.00%
HS Oral Interpretation	6.00%
MS Oral Interpretation	2.00%
MS/HS Oral Interpretation Assistant	2.00%
HS Musical (2 positions)	7.00%
MS Musical (to be split if two positions)	5.00%
FINE ARTS	
HS Band (Competition)	5.00%
HS Field Competition	1.00%
HS Parade Competition	1.50%
HS Pep Band	4.00%
HS Jazz Band	3.00%
HS Vocal (Competition)	5.00%
HS Espresso/Show Choir	3.00%
HS Color Guard Advisor	4.00%
MS Band (Competition)	2.00%
MS Choir (Competition)	1.00%
HS Quiz Bowl Advisor	3.00%
MS Quiz Bowl Advisor	2.00%
JOURNALISM	
School Annual	8.00%
School Newspaper (if done outside class)	7.00%
School Newspaper (if done in class)	2.50%
Social Media Advisor	5.00%
Broadcast Media Advisor (outside class)	2.00%
VOCATIONAL	
FFA Advisor	8.00%
FCCLA Advisor	8.00%
OTHER	
National Honor Society	1.00%
Student Council Advisor	2.00%
Prom Advisor	3.00%

APPENDIX B

2025-2026

SCHOOL CALENDAR

July 2025

S	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Dell Rapids Public School

2025-2026

January 2026

S	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Special Days

August 2025

S	M	Tu	W	Th	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

First Day of School- August 21

Last Day of School-May 21

End of Quarter- Oct. 24, Jan. 9, Mar. 20, May 21

Graduation- May 16

February 2026

S	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Parent/Teacher Conferences /Comp Day

Oct. 9 - 12:30 Dismissal / Conferences 1:00-8:00

Oct. 10 NO SCHOOL

Feb. 12 - 12:30 Dismissal / Conferences 1:00-8:00

Feb. 13 NO SCHOOL

March 2026

S	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	5	12	13	14
15	16	17	12	19	20	21
22	23	24	19	26	27	28
29	30	31				

Holiday Days and Breaks

Sept. 1 Labor Day

Oct. 13 - Native American Day

Nov. 27 - Thanksgiving

Dec. 22 - Jan 2 Winter Break

Jan. 1 - New Years Day

Feb. 16 - Presidents' Day

March 12-13 - Spring Break(s)

April 3-6 - Easter

Dec. 19 and May 21 - Dismiss at 1:30 pm

April 2026

S	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Staff In-Service Days/Work Days (NO SCHOOL)

Aug 19-20, Oct. 31, Jan 19, May 22

New Teacher Orientation

18-Aug

May 2026

S	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Make-up days will be made up after May

1st Emergency Day - Forgiven

Days 2 & 3 -- Virtual Staff Development Days

Days 4 and after will utilize the following dates when appropriate (one week in advance) if possible

March 12 and April 6

If additional days needed, they will be moved to end of the school year.

June 2026

S	M	Tu	W	Th	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

APPENDIX C

2025-2026

CATASTROPIC SICK BANK APPLICATION

Application for Catastrophic Sick Bank

Name: _____

Days Requested: _____

Reasons for request:

Date: _____

Signature: _____

.....

Committee Response:

Days Approved: _____

Days Denied: _____

Reasons for denial:

Date: _____

Voting Committee Members –

BOE: _____

BOE: _____

ES: _____

MS: _____

HS: _____

(BOE Initial _____ RNB Initial _____ Date _____)

Negotiated Agreement Page 29