

TEACHER NEGOTIATIONS POLICY

FY 2025-2026



**ESTELLINE SCHOOL DISTRICT
28-2**

**Estelline, South Dakota
57234**

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ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association elected by the majority of teachers as the majority bargaining representatives for professionally certified personnel, as defined by state law. The term “teacher,” when used in this agreement, shall refer to all certified employees represented by the association in the bargaining or negotiating for teachers. Administration may be removed from the group at the discretion of the Board.
- B. Nothing contained herein shall be construed to restrict or deny any teacher rights they may have under other laws.

ARTICLE II TEACHER RIGHTS

- A. The Board hereby agrees that every teacher employed by the Board shall have the right to freely join and support the EEA to engage in collective bargaining or negotiation and other lawful activities. The Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the law of South Dakota and the United States; that it will not discriminate against any teacher concerning hours, wages or any term or conditions of employment, by because their membership in the EEA, their participation in any activities of the EEA or collective negotiations with the Board, or their institution of any grievance, complaints, or proceeding under this agreement or otherwise concerning any terms or conditions of employment.
- B. The EEA shall have the right to use school buildings, equipment, and materials for professional and educational purposes when approved by the administration.
- C. The Board agrees to make all information concerning the district’s financial resources, tentative budgetary requirements and allocations, and the condition of employment available upon request of the duly designated EEA representative.

ARTICLE III PROFESSIONAL COMPENSATION

Eligibility and Purpose

Upon written request and with prior approval of the administration:

- A. A teacher may be granted up to two (2) days of professional leave per school year to attend workshops, programs, conferences, or similar professional development activities directly related to improving professional competency.
- B. Teachers assigned coaching or co-curricular duties may be granted professional leave, not to exceed two (2) days per school year, to attend workshops, programs, or conferences that enhance professional skills specific to their assigned sport or activity.

Scope of Activities

- A. Professional leave may include participation in meetings, conventions, or seminars conducted by professional organizations, provided that the teacher is a dues-paying member of such an organization, and the activity is directly related to the teacher's professional responsibilities.
- B. Attendance at such events shall be considered professional development for the purposes of this agreement.

District-Initiated Leave Support and Reimbursement

- A. When professional leave is required under this section, the District shall reimburse the teacher for the following expenses, subject to prior administrative approval:
 - i. Registration fees;
 - ii. Meals incurred during the event,
 - iii. Lodging expenses if the event is held fifty (50) or more miles from the teacher's home or assigned school, whichever is closer;
 - iv. Mileage reimbursement is per the district's mileage reimbursement policy.
- B. The teacher is solely responsible for tuition or other costs associated with obtaining college credit for the event.

Reporting Requirements

Upon returning, a brief written report summarizing the professional development activity may be required at the administration's discretion.

A. **TUITION REIMBURSEMENT:** Tuition will be reimbursed for hours of credit in a course requested by the administration. Reimbursement will be made only following the first regular board meeting and the submission of grade sheets and official transcripts to the administration. The teacher must teach two (2) additional years in the Estelline School District after the course is taken, or the amount spent on additional credit hours will be deducted from the teacher's last paycheck. This reimbursement policy includes only tuition, room, and board at state rates.

B. **EXTRA TOURNAMENT PAY:** The Board of Education will pay personnel for extra duty assignments outside their regular duty assignment at the following rate: \$20 for weeknights and \$50 for tournaments held on Saturday, such as a hosted District/Regional tournament.

C. **CONTRACT TERMS:** Certified staff will have a one hundred seventy-eight (178) day contract, one of those days being an "on your own day." Teachers will submit an accountability form to their designated administrator by April 15th for the determined fiscal year. If the teacher does not submit a form or complete this day, one (1) day will be deducted from their personal leave, and if there is no personal leave available, teachers will lose one hundred seventy-eight (1/178) of their salary and benefits. Additional in-service required by the district will be compensated at \$175 per full day or prorated up to a half (0.5) day

D. **EXTRA DUTY PAY:** Extra-curricular lump sum pay will be paid at the end of the season when duties are complete. A voucher will be submitted for approval at the board meeting just before the end of the season. The business manager will then hold the check until the athletic director has seen that all uniforms and materials are returned and duties are complete. Years of experience in the Estelline School District, as used to determine placement on the extra duty schedule, are not required to be consecutive. For a year of experience to receive credit, the experience must be in the same category. One category is basketball, whether junior high, varsity, or assistant. The music and play director would be examples of separate categories.

E. **+BA and +MA LANE CHANGE:** If a teacher has completed the necessary credits for lane advancement, they must notify the administration in writing by Tuesday preceding the regular August board meeting. The necessary transcripts must be delivered to the Administration by September 20th.

F. **CONTRACT OPTION:** When the original contract is issued for next year, the teacher must choose whether they want a ten (10) or twelve (12) month contract. Under IRS Tax Code Section 409A, no changes will be made during the school year.

ARTICLEIV
TEACHINGHOURS

- A. The teaching hours of the Estelline School District are as follows:
 - a. The teachers' workday shall be 8:00 a.m. to 4:00 p.m., except on the last school day of the week or when the weather is threatening. During the exceptions, the teacher's workday shall conclude at the end of the last class period, provided no acceptable school activity is in effect.
 - b. Teachers in buildings with special schedules and special education teachers shall have adjusted schedules to conform to their situations.
- B. Teachers may arrange with their immediate supervisor to leave earlier than the time outlined in Article IV, Part A.

ARTICLEV
TEACHINGLOADSANDTEACHINGASSIGNMENTS

- A. Students are entitled to be taught by teachers working in their areas of competence. Teachers shall be assigned their duties to meet state law's minimum requirements.
- B. Teacher who will be affected by a change in grade assignment in the elementary school; grades and changes in a subject assignment in the secondary grades will be notified and consulted by their principals as soon as practicable.

ARTICLEVI
TEACHINGCONDITIONS

The Board and the EEA recognize that the availability of optimum school facilities for both students and teachers is desirable to ensure a high quality of education, which is the goal of both the teacher and the board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and to remain with the assigned students and that the organization of the school and the school day should be directed at ensuring that the teacher's energy is primarily utilized to that end.

- A. Office machines in the school building shall be available to teachers for school purposes, subject to the principal's approval.

B. Vending machines may be installed in the teacher's lounge, with the principal's permission at the request and expense of the EEA, the profits to be used for the teacher's building social fund.

C. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or association with the activities of any employee organization.

ARTICLEVII VACANCIESANDPROMOTIONS

A. Whenever a district position becomes vacant, the administration will wait at least five (5) business days from the posting date before hiring, allowing current Estelline staff members time to express interest.

B. In filling such a vacancy, the Board agrees to give due weight to the length of time each application has been through this district's school system, provided all other qualifications are equal. The board declares its support of a promotion policy from within its teaching staff whenever possible.

ARTICLEVII SICKLEAVE

A. All teachers absent from duty due to personal illness, injury, or any other approved reason shall be allowed full pay for ten (10) days of absence in any school year and a cumulative of fifty (50) days. One hundred seventy-eighth (1/178) of salary and benefits will be deducted for each day of sick leave approved by the Superintendent or CEO. Ten (10) days per year shall be credited at the start of the school year.

B. Other approved leaves of absence with pay but chargeable against the teacher's sick leave shall be granted for the following reasons:

- a. Absence necessitated by exposure to a contagious disease in which their attendance on duty would impair the health of students or other employees.
- b. Cases of illness, serious injury, or death in the immediate family necessitating their absence from work because of the need for the personal attendance of the teacher. Immediate family shall include spouse, children, parents, or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical personal care he/she is principally responsible

- c. Time is necessary for attending the funeral service for any immediate family member after exhaustion of funeral leave.
- C. The Board always agrees to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they should call before 7:00 am to report unavailability. It shall be the responsibility of the administration to arrange for a substitute teacher.
- D. In the event of a prolonged illness that exhausts a teacher's sick leave entitlement, other teachers may assign up to ten (10) of their previously accumulated sick leave days to the ill teacher. The assignment shall be made by reducing the accumulated days of the contributing teacher by the number of days contributed and adding them to the sick leave entitlement of the ill teacher.
 - a. Shall not exceed thirty (30) days from all contributors during the school year.
 - b. The teacher may use up to thirty days a school year.
 - c. Application for such sick leave assistance shall be submitted through the EEA with a recommendation to the administration, who shall review the application and render a decision for implementation. [See Appendix]
- E. Operation of Plan: Certified employees are entitled to ten (10) days of sick leave per year. Sick leave may accumulate up to a maximum of fifty (50) days, equivalent to 400 hours. At the start of each school year, a teacher may carry over up to 400 hours (50 days) of unused sick leave from the previous year and will be granted an additional ten (10) days for the new school year. Any unused sick leave beyond 400 hours at the end of the school year will be reimbursed at a rate of \$30.00 per 8-hour day. Payment will be made after the regular June board meeting. Upon separation from the district, certified employees will be compensated at a rate of \$25.00 per day for up to fifty (50) accumulated days of unused sick leave. This payment will also be made after the regular June board meeting.
- F. Staff members may turn in four (4) sick days to equal one (1) personal day, with a maximum of eight (8) sick days for two (2) additional personal days per school year. [Appendix]

ARTICLE IX

WORKER'S COMPENSATION

All certified employees are protected by Workers' Compensation when a work-related accident, injury, or illness occurs. Certified personnel will be entitled to leave without loss of salary or benefits. A certified employee shall be deemed to have recovered from a work-related accident, illness, or injury and thereby able to return to work at such time as he/she and his/her physician agree that there has been recovery. The certified employee's compensation during the recovery period shall be supplemented with an amount sufficient to maintain such a teacher's regular salary through a combination of the worker's compensation and sick leave reserve. Such sick leave shall be charged only for that portion in excess of the worker's compensation payment. When all sick leave is exhausted, the employee can obtain sick leave days from other staff members. A work-related accident or illness, as used in this paragraph, is an injury or illness whose cause can be traced to the performance of services for the district. The certified employee should take the following steps if they are injured on the job:

1. Immediately complete an incident form and submit it to the employee's supervisor.
2. All injuries or illnesses must be evaluated.
3. If the severity of the injury or illness should prevent the employee from completing the incident form, it will be the responsibility of the supervisor to complete the information.
4. Non-compliance with this policy will jeopardize the employee's workers compensation claim.
5. No injury occurred while on duty is too small to report.
6. Employee must bring proof of payment of worker compensations to the administration
7. The district report of work-related accident or illness shall be kept on file in the business office
8. A certified employee returning from any work-related leave shall be entitled to return to the same position and assignment they had before the leave.
9. If it is later determined that the employee cannot return to work, the employee will be eligible for the COBRA benefit if they desire.

ARTICLEX
LEAVEOF ABSENCE

A. LeaveofAbsenceforReasonsofHealth: Any teacher whose personal illness extends beyond the period compensated for under Article IX shall be granted a leave of absence without pay for such a period, which, in the event of accumulation with absence with paid sick leave, shall not exceed one year. Upon return from leave during the same school year in which such absence commenced, a teacher shall be assigned to the same position at the teacher's request. Before the teacher returns from such a leave of absence, the Board may require a good physical and mental health certificate.

B. FamilyMedicalLeaveAct(FMLA):[Eligibilityperfederalguidelines]

- a. The Family Medical Leave Act (FMLA) is a federal regulation that allows eligible employees up to twelve (12) weeks of leave in any 12 months for the following reasons:
 - i. To care for a child upon birth or placement for adoption or foster care.
 - ii. To care for a spouse, child, or parent who has a serious health condition; or
 - iii. When the employee is unable to work because of the employee's serious health condition.
- b. Leave being taken under the FMLA will count against the twelve (12) week entitlement as follows:
 - i. The district will apply any unused or accumulated sick leave, in which the employee will be entitled to compensation as per board policies.
 - ii. The district will apply any unused or accumulated personal leave, in which the employee will be entitled to compensation as per board policies.
 - iii. The district will apply any unused or accumulated vacation leave for which the employee will be entitled to compensation as per board policies.
 - iv. When the leave requested under the FMLA is more than the days the employee has available in the above three steps, the excess days will be considered leave without compensation.
- c. The employee has the right to preserve the accumulated leaves stated above if, by written request, he asks that their allowable leave under the FMLA be left without compensation.
- d. As the FMLA requires, the Estelline School District will provide group medical coverage under the same terms and conditions as if the leave had not occurred. The district will contribute an amount towards the group medical insurance coverage cost as it contributed during the month before the requested leave. The employee is responsible for the remaining monthly cost of continuing coverage.

e. This notice intends to briefly overview the key points the FMLA addresses. Contact the Estelline School District Business Office if additional questions or concerns arise.

C. AdoptiveLeave: A teacher may apply for adoptive leave without pay. When an adoptive teacher first makes an application for a child, the teacher shall notify the principal in writing of the intent. The leave period shall commence when the parent leaves the country to get the child, or if an American adoption, it is the day the child is to be picked up. Upon return from leave during the same school year in which the absence commenced, a teacher shall be assigned to the same position at the teacher's request. A teacher will be allowed to use two weeks of sick leave for home adjustment when the child gets to the home.

D. MilitaryLeaveofAbsence: Military leaves of absence shall be granted to any teacher who enters active military service in the United States, provided the employee does not sign a resignation. All accumulated sick leave days acquired before entry into service will be reinstated.

a. AnnualTraining – A leave of absence shall be granted for reservists for training purposes, but not for a period exceeding fifteen (15) school days in any calendar year. The request should be made on the regular leave form, and a copy of military orders shall be attached. Any regular military pay received during the AT period will be deducted from the regular salary. The AT must be with the soldier's home unit and its mission. Leaves for training during the regular school year shall be granted without prejudice, but employees are encouraged to plan to take these training periods during the summer recess.

E. EducationalLeave:

a. Leave of absence for study

- i. A teacher who has been on the staff of the Estelline School District for a minimum of three years and has a record of satisfactory service shall be eligible for study leave for up to one year without pay. Upon return, they will be restored to their former position, if possible, or a position of like nature.
- ii. A teacher requesting a leave of absence for study shall be required to take at least ten semesters or term hours a quarter in a University or College accredited by the North Central Association of Colleges and Secondary Schools or equivalent agency. Course hours taken during the summer are not part of the ten-hour requirement.
- iii. Requests for leave of study shall be made to the administration for board approval.

F. PublicOfficeLeave:

- a. A teacher who has been on the staff of the Estelline School District for a minimum of three years and has a record of satisfactory service may be eligible for a leave of absence without pay to campaign for or serve in a public office upon approval of the administration and board.
- b. Teachers granted such leave shall be restored to their former status upon return if absent for less than one semester.

G. PersonalLeave:

- a. All certified teachers will receive two personal days each year. A maximum of two days may be accumulated and carried into the next year, starting a year with four (4) personal days.
- b. Unused personal leave beyond the two accumulated shall be payable at the end of the school year at 1.5 times the substitute rate after the June regular board meeting. When covered employees leave the district, they are entitled to 1.5 times the substitute rate for unused personal days.
- c. Teachers can exchange up to eight (8) sick days for two (2) additional personal days, allowing for up to six personal days in one year without loss of salary.
- d. The first additional day taken after accrued days will equal a sub-rate deduction equivalent to the hours used, up to 8 hours total. Sub-rate pay time cannot be carried over into paid-out personal leave or carry-over time.
- e. The second day beyond accrued and subsequent days will be deducted at 1/178 of salary and benefits.
- f. A person absent without approval shall lose 1/178 of their yearly salary and benefits for each day of absence in addition to other possible disciplinary action.
- g. Normally, teachers wishing to take leave must submit a written request to the administration at least five days before the anticipated absence, except in an emergency.
- h. Personal leave is allowed for up to two (2) people on a given day unless granted by the administration.
- i. Any person who does not submit their “on your own” PD form to their principal by the April 15th deadline will be charged one (1) personal day. If said teacher has no remaining personal days, they will be charged 1/178 of salary and benefits.

H. LeavesforOtherPurposes: Leaves of absence with full pay not chargeable against the teacher's sick leave shall be granted for the following reasons:

- a. Court appearances when subpoenaed as a witness in any case connected with the teacher's employment.
- b. When attending any function as directed by the administration.

I. Jury Duty/Civic Responsibility: An employee may be excused from their duties for jury duty or attendance at civic responsibilities. The pay deduction will equal the employee's remuneration for such duties. Such a deduction will not include any mileage, meals, or room expenses. The same shall apply when subpoenaed as a witness. Anything beyond one day per year shall be presented to the school board.

J. Funeral Leave: A teacher will be granted two (2) days per school year, accumulated to four (4) days, to attend funeral services and bereavement. If it is to attend a local service, only arrangements to cover that class period shall be made when the principal can work out a schedule to cover classes, and no time penalty will be taken for the teacher.

a. For immediate family

- i. Days 1-4: funeral leave if not previously used during the school year
- ii. Days 5-8: taken from sick leave
- iii. Days 9-10: taken from personal leave
- iv. Any additional days beyond these will be granted individually per the administration's discretion.
- v. Unusual situations in which all these days have been exhausted will be handled on an individual basis at the discretion of the administration.

b. There is no reimbursement for unused funeral leave. [reference to Article VIII part B]

ARTICLE XI
INSURANCE PROTECTION

A. The Estelline School District shall provide \$735.00 monthly for each full-time certified employee. Part-time certified employees will be prorated proportionately to their teaching load. This sum is to be applied toward the cost of the group health insurance. Any remaining benefit portion may be applied toward the group dental, vision, life, or any other voluntary insurance offered through the South Dakota School District Benefits Fund.

B. A five-member committee will comprise two teachers chosen by the EEA, two representatives selected by the Estelline Board of Education, and the business manager. The committee will review the insurance coverage and carrier. The board and association agree not to change the coverage or carriers without the committee's recommendation.

C. Coverage begins July 1st and goes through June 30th.

D. It is understood and agreed to by the parties hereto that the contributions made by the employer are made from the employer's funds, which are wholly under the employer's dominion and control and are not considered taxable income to the employee. It is further understood that the employer contributions made hereunder will be for the whole purpose of purchasing the group health insurance, with the option of using any remaining balance for purchasing the group dental insurance, vision insurance, life insurance, or any other voluntary insurance offered through the South Dakota School District Benefits Fund, and that none of the employer obligated contributions will be in the form of direct cash payments to the employee. 403(b) annuities are provided through the Plan Services at the full cost to the employee.

ARTICLEXII
TEACHEREVALUATION

A. All monitoring or observing of a teacher's work performance shall be conducted openly and with the teacher's full knowledge. Eavesdropping, closed-circuit television, public address or audio system, and similar surveillance devices shall be strictly prohibited.

B. Teachers may access their personnel files once each semester to review any document prepared by the principal or supervisor and other miscellaneous documents and information not received as privileged or confidential. If a parent's complaints are directed toward a teacher, the teacher shall be informed if a permanent record is to be made of such a complaint.

C. A teacher shall have the opportunity to have a representative of the EEA present when meeting with the administration, and the administration also has the right to have a representative present.

D. All certified staff (probationary and non-probationary) will be evaluated using the Frontline Evaluation Instrument according to the SD Teacher Effectiveness Model Handbook published by the SD Department of Education dated August 26th, 2013. Each teacher will meet with their respective principals before September 30th to determine which components of the Charlotte Danielson Framework will be evaluated. At a minimum, each teacher and principal will determine five observable and three non-observable components. No certified staff member shall be evaluated by any designated evaluator unless and until that evaluator has become certified through the Frontline Evaluation process.

E. Evaluation Frequency:

- a. Teachers in years 1-3: Evaluated twice per year
- b. Teachers in years 4-9: Evaluated once per year.
- c. Teachers in years 10+: Evaluated on an every-other-year basis.
- d. If a teacher is put on a Plan of Improvement, the evaluation cycle will start over.

ARTICLEXIII
PROTECTIONOFTEACHERS

- A. The word teacher in the paragraph below includes the teacher in the classroom and at the teacher's assigned extra-curricular activity. Since the teacher's authority of effectiveness in their classroom is undermined when students discover insufficient administrative backing and support, the Board recognizes its responsibility to give all reasonable support and assistance to teachers concerning maintaining control and discipline in the classroom. The Board further acknowledges that the regular classroom teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students, nor be charged with responsibility or psychotherapy. When it appears to the classroom teacher, counselor, and visiting teacher that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the teacher may request that the administration take immediate steps to relieve the teacher of responsibility concerning such students.
- B. Any employment-related assault on a teacher shall be immediately reported to the board or its designated representative.
- C. Any serious complaint by a student's parent directed toward a teacher shall be brought to the teacher's attention.

ARTICLEXIV
NEGOTIATIONPROCEDURES

- A. When negotiations are opened, the EEA and the Board will promptly negotiate to agree on revised salaries and fringe benefits.
- B. In any negotiations described in the Article, neither the EEA nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representative from within or outside the school district. It is recognized that no final agreement between the parties may be carried out without ratification by a majority of the Board and the majority of the membership at large of the EEA who cast votes. Still, the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider, and make concessions during negotiations or bargaining, subject only to such ultimate ratification.

ARTICLEXV INSERVICETRAINING

- A. The parties recognize that teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other education-related topics in our rapidly changing society. The Board recognizes that it is responsible for upgrading and updating teacher performance and attitudes with its professional staff.
- B. In-services will be held on the second Friday of the month with a noon dismissal time. The administration will work to provide prioritized training as identified by the professional development committee. The administration will also provide training for other identified needs, such as but not limited to State initiatives, health issues, and other unnamed topics deemed necessary for the safety and growth of the professional staff and student achievement.
- C. With the board's consent, the administration shall provide workshops, conferences, and programs designed to improve the quality of instruction during school hours. The school district shall compensate the teaching staff for any mileage expense incurred for such in-service training at the state rate. Travel shall be in pooled cars if possible.

ARTICLEXVI MISCELLANEOUS PROVISIONS

- A. The provisions of this agreement shall be incorporated into and considered part of the Board's established policies.
- B. Copies of the policies shall be printed and presented to all teachers now employed or hereafter employed by the Board.
- C. If any provision of this agreement or any application of the agreement to any teacher or group of teachers is found to be in contradiction to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. Still, all other provisions or applications shall continue in full force and effect.

ARTICLE XVII **GRIEVANCE PROCEDURES**

A. Definition:

- a. A grievance is a teacher's or teachers' claim that any existing agreement, policy, rule, practice, or procedure of the School Board has been violated, misinterpreted, or misapplied.

B. Purpose:

- a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may occasionally arise affecting the welfare, terms, or conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as appropriate at any procedure level.
- b. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of the agreement and the Association has been allowed to present at such adjustment and to state its views.

C. Procedure:

- a. Since grievances must be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
 - i. An aggrieved party must file a grievance within thirty (30) days when the teacher knew or should have known of the alleged violation.
 - ii. If a grievance is filed at a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth should be exhausted before the end of the school year or as soon after that as is practicable.
- b. Informal: To resolve a grievance, a teacher must discuss it informally with his/her principal or immediate supervisor.
- c. Formal:

Level I: A teacher with a grievance shall first file it in writing with his/her principal or immediate supervisor. The principal shall arrange a meeting within three school days with the aggrieved person and representatives of both parties.

Within five (5) days, the principal shall render his/her decision in writing to the aggrieved person, with a copy to the Association representative for their file.

Level II: If the aggrieved person is not satisfied with the disposition of their grievance at Level I or if no decision has been made within five (5) school days after the grievance presentation, they may file the grievance in writing with the administration. The administration shall arrange a meeting within five school days with the aggrieved person, the principal, a representative of the association, other representatives, and himself/herself. Within five days after said meeting, the administration shall render its decision in writing to the aggrieved party and the association's representative.

Level III:

1. If the aggrieved person is not satisfied with the disposition of their grievance at Level II or if no decision has been made within five (5) school days after the grievance presentation, they may file the grievance in writing with the School Board within five (5) days.
2. After receiving such further appeal, the School Board shall consider the grievance within fifteen (15) days.
3. After receiving the written appeal, the board may appoint a fact finder, who may not be the board's legal counsel, to review the grievance and its processing to this point and to report to the board before it meets with the aggrieved person and with the representatives of the committee to resolve the grievance. The board's decision shall be written within five (5) days.

Level IV:

1. If the aggrieved person is not satisfied with the disposition of their grievance at Level III, or if no decision has been rendered within five (5) school days after the board acted on the grievance, they may, within five (5) school days after a decision by the board, request in writing that the association submit his grievance to the Department of Labor. Suppose the association determines that the grievance is meritorious. In that case, it may submit the grievance to the Department of Labor within fifteen (15) school days after receipt of a request by the aggrieved person.
2. If a grievance remains unresolved after following the grievance procedure enacted by the governing body, it may be appealed under state law.

D. RightsofBothPartiestoRepresentation:

- a. Any party in interest, board, or aggrieved party may be represented at all stages of the grievance procedure by themselves or, at their option, by a

representative(s). When the association does not represent a teacher, it shall have the right to be present and state its views at all stages of the grievance procedure.

b. The board or any administration member shall not take any reprisals against any party in interest, any building representative, any member of the Professional Rights and Responsibilities Committee, or any other participant in the grievance procedure, because of such participation.

E. Miscellaneous:

- a. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the Professional Rights and Responsibilities Committee may submit such grievance in writing to the administration directly, and the processing of such grievance shall commence at Level II. The Professional Rights and Responsibilities Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- b. All documents, communications, and records related to grievance processing shall be filed in a separate grievance file and shall not be kept in the personnel file of any participant.
- c. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the administration and the association and distributed appropriately to facilitate the operation of the grievance procedure.
- d. All meetings and hearings under this procedure shall not be public. They shall include only such parties in interest and their designated or selected representatives, previously referred to in the Article.
- e. When it is necessary for a representative or representatives designated by the association to attend a meeting or a hearing called during the school day, the administrative office shall notify the principal of such association representatives, and they shall be released without loss of pay for such times as their attendance is required at such meeting or hearing.
- f. The Board agrees to make all pertinent information for review available to the aggrieved person and their representative and to provide the specific required information.
- g. The procedures shall not be construed to prevent any individual on his/her initiative from exercising the procedural rights accorded an association.
- h. If a grievant initiates an action in a duly established court of law, this procedural policy will not apply unless directed otherwise by said court.

ARTICLE XVIII COMPLAINT POLICY

The Estelline School District welcomes constructive criticism of schools when it is motivated by a sincere desire to improve the quality of the education program and help the school personnel perform their tasks more effectively.

The Board trusts its employees and desires to support their actions to free them from unnecessary, spiteful, or negative criticism. The term “complaint” in this policy is restricted to criticism of a particular school employee by a patron of Estelline School District that includes and implies a demand for action by school authorities. A complaint policy ensures that a patron’s complaint is given respectful attention and that the integrity of all concerned is upheld.

Whenever a complaint is made directly to the Board as a whole or to an individual Board member, the individual or group involved will be advised to take their concern to the appropriate staff member.

The board believes that complaints and grievances are best handled and resolved as close to their origin. The staff should be given every opportunity to consider the issue and attempt to resolve the problem before involvement by the Board. Therefore, the proper channeling of complaints will be as follows:

1. Teacher or non-certified staff
2. Principal (your immediate supervisor)
3. Principal (Another principal)
4. Board

Employees are advised to notify their immediate supervisor upon receiving a complaint and have the option of delaying action until talking to the supervisor. The Board will not consider or act on complaints not explored at the appropriate administrative level. The board will consider hearing patron complaints when the administration cannot resolve them. Matters referred to the Board must be in writing and specific regarding the complaint and action desired.

If necessary, the administration, the person who made the complaint, or the employee involved may request an executive session for the Board for further study and a decision by this body. Generally, all parties involved, including the school administration, shall be asked to attend such a meeting to present additional facts, make further explanations, and clarify issues. Hearsay and rumor, as well as emotions, shall be discounted, except those directly related to the facts of the situation.

The Board will render its decision, which the Administration will implement. The decision of the Board may be appealed under 13-46.

ARTICLEXIX **STAFFREDUCTIONPOLICY**

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

- A. The Board will use reasonable efforts to communicate the situations confronting the district to the staff to allow the staff a reasonable opportunity, not to exceed ten days from the date of the communication, to present possible alternatives such as early retirement, normal attrition, part-time contract, contract for substitute teaching, and alternatives which could accomplish the same goals.
- B. A statutory continuing contract protects no professional staff member provisions will be non-reemployed while qualified and certified for a position held by a person temporarily or not fully certified by the State Board of Education.
- C. When paragraph B does not apply in the district, the Board hereby establishes the following criteria (not in any order of priority), any of which may be used in determining which professional staff will be affected by staff reduction:
 - a. Student needs
 - b. Financial condition of the district
 - c. Priority of programs
 - d. Program elimination
 - e. Recommendations of administrative staff
 - f. Evaluation record
 - g. Competency
 - h. Qualifications
 - i. Certification
 - j. Longevity
 - k. Educational background
 - l. Salaries
 - m. Federal and state affirmative action requirements
 - n. Any other relevant considerations
- D. In making staff reduction involving professional staff members on continuing contract status, the Board will follow the provisions of SDCL 13-43-9.1, 13-43-10, and 13-43-10.1

ARTICLEXX
STAFFRECALLPOLICY

For this policy, the effective date of a lay-off by a reduction in force shall be June 30th. If, during the first fiscal year after the time, a continuing contract teacher is laid off because of a reduction of staff and a vacancy occurs in the grade, subject areas, and activities in which a laid-off teacher had been teaching or is qualified to teach. In that case, reemployments shall be extended to the teacher in reverse order of lay-off. When more than one staff member has the same recall date and is qualified for the open position, the Board may consider, among other things, recommendations of administrative staff, qualifications, years of service, and educational background in selecting the person to be hired. A recalled teacher shall retain previously accumulated sick leave benefits.

Recall privileges cease when a staff member resigns. They will also terminate if, upon being recalled, the staff member fails to report within twenty calendar days after mailing a written notice of recall. Such notice shall be sent by certified mail to the last address furnished to the Administration by the staff member, and the twenty days shall commence running on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district unless that recall is for anticipated positions in the ensuing year.

ARTICLEXXI
DUTY-FREELUNCH

All K-12 staff will have the same minutes for the duty-free lunch period. The administration will determine this, depending on the students' needs. It will be at least 25 minutes.

ARTICLEXXII
BOARDMINUTES

Within ten days of a school board meeting, a copy of the minutes will be posted to the public School district website.

ARTICLEXXIII
EXTRA-CURRICULAR EVALUATIONS

Staff assigned to extracurricular duty will be evaluated during the first half of the activity, and a meeting with the evaluator will follow shortly afterward. The administrator will then write a final written evaluation after the activity is completed, with the instrument to be agreed upon by the staff and the Administration.

ARTICLEXXIV OTHER INFORMATION

A. New Employees: New employees may be granted credit for all experience and education in other schools. If the Board cannot fill a vacant position, it may deviate from the hiring guide after consulting with the EEA.

B. Liquidated Damages: The penalties for breaking the contract with the Estelline School District will be as follows:

- a. From Board approval of signed contract to June 30th - \$1000
- b. From July 1st to July 31st - \$2000
- c. From August 1st to fulfillment of contractual obligations – 10% of the contract
- d. Any one-time signing bonus will be forfeited if a teacher fails to turn in the next fiscal school year contract by the designated date/time set forth by the board and EEA negotiating team.
- e. Any returning teacher who breaks their contract within the contractual time frame will be responsible for repaying the signing bonus in addition to the penalty for breaking the agreement.

C. Ticket-Takers: All certified employees must assist with ticket-taking for at least two events. The Estelline teaching staff and their spouses will be admitted, free of charge, to local events except for regional and district events or other events not controlled by the Estelline School District.

D. Early Dismissals: All early dismissals shall be at noon for holiday releases, including Winter break (Christmas) and Spring break (Easter), but will exclude the Tuesday before the Thanksgiving break. All in-service releases, conference releases, etc., will also be dismissed at noon. This does not pertain to weather release.

E. E-Learning: As we transition into a world where e-learning may become more prevalent, a committee with 3 EEA members (one elementary, one middle, and one high school) and an administrative/board team will work together to establish protocols for the district to maintain the learning structure and academics used in necessary situations.

F. Chaperones:

- a. Dances - \$15.00
- b. Pep Bus - \$12.00
- c. Special Music/Athletic/Spelling Bee – on non-school day/evening -\$15.00
- d. Open Gym during the school year for ALL students for AT LEAST two (2) hours - coordinated with the Athletic Director - \$12.00

EFFECTS OF AGREEMENT

The agreement represents a complete understanding between the parties. The terms and conditions may be modified only with the written mutual consent of the parties.

- A. Individual Contracts: The terms and conditions of the Agreement shall be reflected in individual contracts or employment agreements. The individual contract shall be in the form presently provided by the Board of Education
- B. Savings Clause—If any provision of the agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law. All other provisions of this agreement will continue in full force and effect. The parties meet no later than ten days after such a meeting to renegotiate the provision or provisions affected.
- C. Term of Agreement – The provisions of this agreement shall be effective as of the 13th day of August 2025 and shall continue and remain in full force and effect as binding on the parties until superseded by a new agreement or an agreement as a result of the impasse. The hiring guide and extra duty schedules are attached.
- D. Accountability: All items in this negotiation would allow the Estelline School District to remain accountable for the 2025-2026 fiscal year. If the average teacher's salary does NOT meet the state accountability targets, the Estelline District will reopen negotiations with the EEA to determine the division of additional dollars amongst FTE- certified staff necessary to fulfill the accountability goal. This would be done according to FTEs listed on the PRF staffing and placed on the hiring base.

This agreement is signed on the 24th day of April, 2025. In witness whereof:

For the

Estelline Education Association:
Erika Hauck, President

Estelline School Board 28-2:
Chris Verhoek, President

Hiring Guide 2025-2026

<u>Experience</u>	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>MA + 45</u>
0	\$ 45,563.00	\$ 46,063.00	\$ 46,563.00	\$ 47,363.00	\$ 48,163.00	\$ 48,963.00	\$ 49,763.00
1	\$ 46,013.00	\$ 46,513.00	\$ 47,013.00	\$ 47,813.00	\$ 48,613.00	\$ 49,413.00	\$ 50,213.00
2	\$ 46,463.00	\$ 46,963.00	\$ 47,463.00	\$ 48,263.00	\$ 49,063.00	\$ 49,863.00	\$ 50,663.00
3	\$ 46,913.00	\$ 47,413.00	\$ 47,913.00	\$ 48,713.00	\$ 49,513.00	\$ 50,313.00	\$ 51,113.00
4	\$ 47,363.00	\$ 47,863.00	\$ 48,363.00	\$ 49,163.00	\$ 49,963.00	\$ 50,763.00	\$ 51,563.00
5	\$ 47,813.00	\$ 48,313.00	\$ 48,813.00	\$ 49,613.00	\$ 50,413.00	\$ 51,213.00	\$ 52,013.00
6	\$ 48,263.00	\$ 48,763.00	\$ 49,263.00	\$ 50,063.00	\$ 50,863.00	\$ 51,663.00	\$ 52,463.00
7	\$ 48,713.00	\$ 49,213.00	\$ 49,713.00	\$ 50,513.00	\$ 51,313.00	\$ 52,113.00	\$ 52,913.00
8	\$ 49,163.00	\$ 49,663.00	\$ 50,163.00	\$ 50,963.00	\$ 51,763.00	\$ 52,563.00	\$ 53,363.00
9	\$ 49,613.00	\$ 50,113.00	\$ 50,613.00	\$ 51,413.00	\$ 52,213.00	\$ 53,013.00	\$ 53,813.00
10	\$ 50,063.00	\$ 50,563.00	\$ 51,063.00	\$ 51,863.00	\$ 52,663.00	\$ 53,463.00	\$ 54,263.00
11	\$ 50,513.00	\$ 51,013.00	\$ 51,513.00	\$ 52,313.00	\$ 53,113.00	\$ 53,913.00	\$ 54,713.00
12	\$ 50,963.00	\$ 51,463.00	\$ 51,963.00	\$ 52,763.00	\$ 53,563.00	\$ 54,363.00	\$ 55,163.00
13	\$ 51,413.00	\$ 51,913.00	\$ 52,413.00	\$ 53,213.00	\$ 54,013.00	\$ 54,813.00	\$ 55,613.00
14	\$ 51,863.00	\$ 52,363.00	\$ 52,863.00	\$ 53,663.00	\$ 54,463.00	\$ 55,263.00	\$ 56,063.00
15	\$ 52,313.00	\$ 52,813.00	\$ 53,313.00	\$ 54,113.00	\$ 54,913.00	\$ 55,713.00	\$ 56,513.00

Required Benefits:

South Dakota Retirement: Employee and board pay 6% of salary

* Board pays \$735/month toward health benefits

Health Insurance: Wellmark Blue Cross & Blue Shield

Pheasant Plan (\$1000)

Single	\$ 603.40
Employee + Spouse	\$ 1,204.90
Employee + Child(ren)	\$ 1,092.10
Family	\$ 1,478.80

Hills Plan (\$2000)

Single	\$ 566.90
Employee + Spouse	\$ 1,132.20
Employee + Child(ren)	\$ 1,026.20
Family	\$ 1,389.50

Plains Plan (\$4000 HDHP)

Single	\$ 539.20
Employee + Spouse	\$ 1,076.70
Employee + Child(ren)	\$ 975.90
Family	\$ 1,321.50

Dental Insurance: Delta Dental

Single	\$ 46.24
Family	\$ 133.04

Vision Insurance: VSP

Single	\$ 9.44
Employee + Spouse	\$ 18.88
Employee + Child(ren)	\$ 20.18
Family	\$ 32.26

Life Insurance: Ft. Dearborn

\$5,000 Life/\$5,000 AD &D	\$ 1.50
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Life Insurance: The Standard

\$10,000 Life	\$ 1.20
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Other voluntary benefits offered: Flexible Spending account and AFLAC

Sick Leave: 10 days/year, can carryover up to 50 days. Anything over 50 days is paid out at the end of the year at a rate of \$30.00/day.

Personal Leave: 2 days/year; carry-over up to 2 days. One (1) additional charge is charged at sub-rate pay, anything beyond that is charged at 1/178 of salary and benefits. Personal days over 2 paid out at the end of the year at 1.5 times the sub rate. A staff member may turn four (4) sick days in exchange for one (1) personal day at a maximum of 8 sick days/2 personal days per year.

Funeral Leave: 2 days/year, can carry-over up to 2 days. No payout.

Criminal Background Check:

Each offer of employment is subject to the provisions of SDCL 13-10-12, et seq., relating to criminal background

Position	Base	Percent	yrs 1-5	0.50%	yrs 6-10	1.00%	yrs 11-15	1.50%	yrs 16-20	2.00%	yrs 20+
Head BBB	\$ 45,563.00	9.00%	\$ 4,100.67	9.50%	\$ 4,328.49	10.00%	\$ 4,556.30	10.50%	\$ 4,784.12	11.00%	\$ 5,011.93
Head GBB	\$ 45,563.00	9.00%	\$ 4,100.67	9.50%	\$ 4,328.49	10.00%	\$ 4,556.30	10.50%	\$ 4,784.12	11.00%	\$ 5,011.93
Asst. BBB	\$ 45,563.00	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41	7.50%	\$ 3,417.23	8.00%	\$ 3,645.04	8.50%	\$ 3,872.86
Asst. GBB	\$ 45,563.00	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41	7.50%	\$ 3,417.23	8.00%	\$ 3,645.04	8.50%	\$ 3,872.86
JH BB (@all JV events)	\$ 45,563.00	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41	7.50%	\$ 3,417.23	8.00%	\$ 3,645.04	8.50%	\$ 3,872.86
JH BGBB (@all JV events)	\$ 45,563.00	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41	7.50%	\$ 3,417.23	8.00%	\$ 3,645.04	8.50%	\$ 3,872.86
XC Cross Country	\$ 45,563.00	7.00%	\$ 3,189.41	7.50%	\$ 3,417.23	8.00%	\$ 3,645.04	8.50%	\$ 3,872.86	9.00%	\$ 4,100.67
Assistant XC Coach	\$ 45,563.00	5.00%	\$ 2,278.15	5.50%	\$ 2,505.97	6.00%	\$ 2,733.78	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41
Boys Head Track	\$ 45,563.00	9.00%	\$ 4,100.67	9.50%	\$ 4,328.49	10.00%	\$ 4,556.30	10.50%	\$ 4,784.12	11.00%	\$ 5,011.93
Girls Head Track	\$ 45,563.00	9.00%	\$ 4,100.67	9.50%	\$ 4,328.49	10.00%	\$ 4,556.30	10.50%	\$ 4,784.12	11.00%	\$ 5,011.93
Asst. Track	\$ 45,563.00	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41	7.50%	\$ 3,417.23	8.00%	\$ 3,645.04	8.50%	\$ 3,872.86
JH/Asst. Track	\$ 45,563.00	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41	7.50%	\$ 3,417.23	8.00%	\$ 3,645.04	8.50%	\$ 3,872.86
Part time/Pole Vault	\$ 45,563.00	2.75%	\$ 1,252.98	3.00%	\$ 1,366.89	3.50%	\$ 1,594.71	4.00%	\$ 1,822.52	4.50%	\$ 2,050.34
Head FB	\$ 45,563.00	9.00%	\$ 4,100.67	9.50%	\$ 4,328.49	10.00%	\$ 4,556.30	10.50%	\$ 4,784.12	11.00%	\$ 5,011.93
Asst. FB	\$ 45,563.00	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41	7.50%	\$ 3,417.23	8.00%	\$ 3,645.04	8.50%	\$ 3,872.86
JH Ast. FB (@all JV events)	\$ 45,563.00	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41	7.50%	\$ 3,417.23	8.00%	\$ 3,645.04	8.50%	\$ 3,872.86
Golf Head	\$ 45,563.00	4.00%	\$ 1,822.52	4.50%	\$ 2,050.34	5.00%	\$ 2,278.15	5.50%	\$ 2,505.97	6.00%	\$ 2,733.78
Golf Asst.	\$ 45,563.00	3.50%	\$ 1,594.71	4.00%	\$ 1,822.52	4.50%	\$ 2,050.34	5.00%	\$ 2,278.15	5.50%	\$ 2,505.97
Gymnastics Asst.	\$ 45,563.00	5.00%	\$ 2,278.15	5.50%	\$ 2,505.97	6.00%	\$ 2,733.78	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41
Concessions Advisor	\$ 45,563.00	5.00%	\$ 2,278.15	5.50%	\$ 2,505.97	6.00%	\$ 2,733.78	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41
One-Act Play	\$ 45,563.00	2.00%	\$ 911.26	2.25%	\$ 1,025.17	2.75%	\$ 1,252.98	3.25%	\$ 1,480.80	3.75%	\$ 1,708.61
3-Act Play	\$ 45,563.00	2.00%	\$ 911.26	2.00%	\$ 911.26	2.50%	\$ 1,139.08	3.00%	\$ 1,366.89	3.50%	\$ 1,594.71
Student Council Advisor HS	\$ 45,563.00	2.50%	\$ 1,139.08	3.00%	\$ 1,366.89	3.50%	\$ 1,594.71	4.00%	\$ 1,822.52	4.50%	\$ 2,050.34
Student Council Advisor MS	\$ 45,563.00	2.00%	\$ 911.26	2.50%	\$ 1,139.08	3.00%	\$ 1,366.89	3.50%	\$ 1,594.71	4.00%	\$ 1,822.52
Junior Class/Prom	\$ 45,563.00	2.25%	\$ 1,025.17	2.75%	\$ 1,252.98	3.25%	\$ 1,480.80	3.75%	\$ 1,708.61	4.25%	\$ 1,936.43
National Honor Society	\$ 45,563.00	1.00%	\$ 455.63	1.50%	\$ 683.45	2.00%	\$ 911.26	2.50%	\$ 1,139.08	3.00%	\$ 1,366.89
Cheerleader Advisor	\$ 45,563.00	3.00%	\$ 1,366.89	3.50%	\$ 1,594.71	4.00%	\$ 1,822.52	4.50%	\$ 2,050.34	5.00%	\$ 2,278.15
Yearbook											
Advisor/Photographer	\$ 45,563.00	5.50%	\$ 2,505.97	6.00%	\$ 2,733.78	6.50%	\$ 2,961.60	7.00%	\$ 3,189.41	7.50%	\$ 3,417.23
Oral Interp MS/HS	\$ 45,563.00	3.00%	\$ 1,366.89	3.50%	\$ 1,594.71	4.00%	\$ 1,822.52	4.50%	\$ 2,050.34	5.00%	\$ 2,278.15
FFA Liason	\$ 45,563.00	3.00%	\$ 1,366.89	3.50%	\$ 1,594.71	4.00%	\$ 1,822.52	4.50%	\$ 2,050.34	5.00%	\$ 2,278.15
Translator	\$20/hr										
Band & Choir	\$125 non-school day event			\$50 pep event							
Special Olympics	\$125 non-school day event										