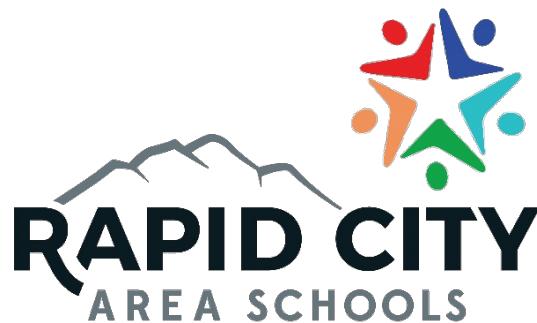


**TEACHER NEGOTIATED
AGREEMENT
2025 – 2026**

**RAPID CITY AREA SCHOOL
DISTRICT NO. 51-4**

AND

**RAPID CITY EDUCATION
ASSOCIATION**



OFFICE OF HUMAN RESOURCES

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INTRODUCTION TO NEGOTIATED AGREEMENT 2025 – 2026

Negotiated Agreement between the Rapid City Area School District No. 51-4 and the Rapid City Education Association

This agreement made and entered into at Rapid City, South Dakota, pursuant to the provisions of SDCL 3-18-8, by and between the Rapid City Area School District No. 51-4, hereinafter called District, and Rapid City Education Association, hereinafter referred to as Association,

WITNESSETH:

WHEREAS, both of the parties to this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between the District and the employees covered by this agreement and to enter into a complete agreement covering rates of pay, wages, hours of employment and other conditions of employment, and,

WHEREAS, the parties recognize that all of the provisions of this agreement must meet the requirements and procedures required by law and the provisions of the statutes of the State of South Dakota, and

WHEREAS, the parties do hereby acknowledge that this agreement is the result of the unlimited right and opportunity afforded each of the parties to make any and all demands and proposals with respect to the rates of pay, wages, hours of employment and other conditions of employment with respect to the unit of employees covered hereby,

NOW, THEREFORE, in consideration of the execution of this agreement and the covenants and agreements mutually expressed herein and arrived at by the parties hereto, it is hereby agreed as follows:

ARTICLE I. RECOGNITION

The District recognizes the Rapid City Education Association as the exclusive formal representative for the purposes of negotiations under SDCL 3-18 for the unit designated as all classroom, special education, resource teachers (For example: librarians, informational media specialists, therapists, deans of students, behavior strategists, curriculum specialists, teachers on special assignments), counselors, nurses, and degreed noncertified staff (For example: social workers, digital educators, McKinney Vento, program coordinators, intervention specialist, and literacy specialists) employed in the District. Notwithstanding this recognition, the parties hereto understand and agree that any individual teacher, or group of teachers, shall have the right at any time to present grievances to the District and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this agreement, and provided the Association has been given the opportunity to be present at such adjustment.

Where used herein, the terms “teacher”, “employee” and “instructional personnel”, shall mean those individuals listed above unless otherwise indicated.

ARTICLE II. DISTRICT RIGHTS

In recognizing the Association as the exclusive formal representative as hereinbefore provided, the District retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities imposed upon and vested in it by the laws and the Constitution of the State of South Dakota and of the United States, including, but without limiting the generality of the foregoing, the rights and responsibilities set forth in SDCL 13- 18-1, 13-8-39 and 13-10-2.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by such expressions of limitation relating to the unit as are contained in this agreement and then only to the extent such expressed limitations are in conformance with the Constitution and the laws of the State of South Dakota and the Constitution and laws of the United States.

ARTICLE III. ASSOCIATION RIGHTS

Any authorized representative of the Association and its affiliates shall be free to visit the various places of employment of all the teachers covered by this agreement at reasonable hours and for reasonable periods of time for the purpose of carrying on their duties relating to the administration of this agreement provided that:

- A. They shall first notify the building principal or appropriate supervisor of such building of their presence on the campus and if necessary, mutually agree upon a place for meetings with teachers;
- B. There shall be no interference with the conduct of the operations in such building;
- C. No teacher shall be consulted when such teacher has direct student or other supervisory responsibilities; and

D. A teacher may have an Association representative present when a meeting takes place with the teacher to discuss or implement disciplinary action.

An authorized representative of the Association has the right to access membership on issues outside of the agreement during non-supervisory time within the contract day with prior approval of the Assistant Superintendent (or designee).

The District may grant, in its sole discretion, the Association opportunities to communicate with employees covered under the Agreement by allowing an appearance at new teacher orientation, providing the Association a list of employees in the bargaining unit (including their position and building location), and sending out communications on behalf of the Association.

ARTICLE IV. FORCE MAJEURE CLAUSE

Translated to “superior force”, “unforeseen event”, or “overpowering force”.

Neither the District nor the Association shall be responsible to the other for any loss resulting from the failure to perform any terms or conditions of this Agreement if a party’s failure to perform its obligations is attributable to war, riot, flood, pandemic, epidemic, or other biological contagion emergency, or other casualty to the District’s facilities not within the control of the party whose performance is interfered with, and with reasonable diligence such party was unable to prevent. A party invoking this clause must provide advance notice to the other party, detailing its efforts to prevent interference with the performance of this Agreement. The decision to invoke this clause is subject to the grievance procedure detailed in Article XXX.

ARTICLE V. DISCRIMINATION

The District prohibits discrimination and harassment in the workplace and learning environment. See District’s policy AC – Discrimination and Harassment Policy and Procedure; District Policy ACAA – Title IX Sexual Harassment Policy and Procedure which can be found on the District website. Employees who have witnessed or experienced harassment or discrimination shall contact the Title IX Coordinator and/or Human Resources.

ARTICLE VI. PROFESSIONAL LABOR MANAGEMENT COMMITTEE

- A. The Professional Labor Management Committee (PLMC) shall be composed of four (4) members of the Association who shall be designated annually by the Association (at least one (1) of whom shall be from each of the levels: elementary, middle school, and high school), the Superintendent (or designee), and three (3) persons designated by the Superintendent annually.
- B. Unless mutually agreed to the contrary, the PLMC shall meet at least quarterly, beginning in September, to discuss and study ongoing employment issues, including (but not limited to): morale, workload, employee retention efforts, and other working conditions and proposed solutions that could not be resolved by the Building Improvement Council (BIC) (see Article VII).

The PLMC is not a forum to resolve Grievances or Public Complaints. Items that are District-wide issues may be added to the PLMC agenda upon mutual agreement of the committee members. Agenda items will be communicated electronically to all staff seven (7) days prior to each meeting. A copy shall also be sent to the Association.

- C. The PLMC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon mutually agreed subjects. On completion of its study and report on the subject assigned to it, each committee shall be considered dissolved, and once dissolved, no committee shall be reactivated except by mutual consent of the members of the PLMC.
- D. Association representatives on the PLMC shall be released from school duties for meetings of the PLMC without loss of salary whenever it is jointly decided to hold such meetings during the school day. Members of the subcommittees may also be excused without loss of pay under the same conditions.

ARTICLE VII. BUILDING IMPROVEMENT COUNCIL

A Building Improvement Council (BIC) shall be created in each school from the faculty of that building for the purpose of discussing school operations and subjects relating to the school building and the implementation of this agreement:

- A. In schools having a faculty of fewer than forty (40) teachers, the committee shall consist of a minimum of three (3) teachers who shall be elected annually by the teachers in the building.
- B. In schools having a faculty of forty (40) or more teachers, the committee shall consist of a minimum of four (4) teachers who shall be elected annually by the teachers in the building.
- C. All elections under Subsections A-1 and A-2 above shall be conducted by the teachers in each separate school building within four (4) weeks of the start of the school term. All teachers within the school shall be eligible to vote for and hold elective positions in the committee regardless of membership in the Association. The Chairperson shall choose a secretary from within the committee to take minutes and these minutes will be distributed to each staff member within five (5) school days after such meeting has been held. The minutes will be submitted to the current email address for the Association and should include the date of the meeting and the building name.
- D. The principal of each school shall meet at least once a month during the school year with the BIC after the BIC has presented the principal with agenda items. The principal may have additional administrative staff present at such meetings if he/she so desires, and the committee may have Association representatives present at such meetings. The Association faculty representative or a designee and any other interested staff member shall be entitled to attend any and all meetings and shall receive prior notice of such meetings. Additional meetings may be held by mutual agreement of the principal and the members of the Council.

While issues may be submitted anonymously, this may limit the committee's ability to investigate the issue at hand, find solutions and/or submit the issue in an actionable manner.

ARTICLE VIII. TEACHER CERTIFICATION

Section 8.01 Recording of Certification

A. Teachers

All teachers shall provide the Office of Human Resources with a valid South Dakota teaching certificate. It is the responsibility of the teacher to provide the Office of Human Resources with a valid South Dakota teaching certificate.

Teachers who have not submitted proof of continued certification to the District by July 1 will have their teacher wages withheld until the certification is received by the Office of Human Resources.

1. In the event certification is received by the District prior to the first duty day, the employee will receive reimbursement of all withheld wages.
2. In the event certification is received by the District after the first duty day, the employee will be paid as a certified substitute from the first duty day until the current certification is received by the District. Upon receipt of the certification, the teacher salary and leave will be prorated for days of certified service performed.
3. Failure to provide the Office of Human Resources with a valid certificate by October 1 will result in the teacher's immediate termination.

B. Nurses, Occupational Therapists, Physical Therapists, Speech Language Pathologists, Social Workers, and other degreed noncertified staff.

1. Nurses, occupational therapists, physical therapists, speech language pathologists, social workers, and other degreed noncertified staff shall provide the District with a valid license at the time of hire, at the time of renewal, or at any time requested by the District. It is the responsibility of the nurses, occupational therapists, physical therapists, speech language pathologists, social workers and other degreed non-certified staff to provide the Office of Human Resources with all licensure required to perform job duties, and that licensure must be valid and up-to-date. In the event a license will lapse or has lapsed within the last twelve (12) months, is revoked, suspended or any action is pending before the applicable licensing Board, such issue must be immediately reported to their supervisor and Director of Human Resources (or designee). Individuals working without a valid license will be disciplined, up to and including termination.

Section 8.02 Continuing Education Requirements

(Inapplicable to Nurses) Any program which is approved by the South Dakota Department of Education for renewal of a teaching certificate shall be accepted as meeting District requirements. It is the responsibility of the employee to verify that a class/course is accredited with the South Dakota Department of Education.

ARTICLE IX. MEDICAL EXAMINATION

- A. If at any time there is reasonable cause to believe that a teacher is suffering from an illness detrimental to the health of others or to himself/herself, the District may require a certification of health, detailing that the teacher is able to perform or return to the work assigned. The examination will be completed by a physician designated by the District, at the expense of the District.
- B. In the event the District requires that the teacher leave his/her employment during the pendency of the examination, the teacher will be placed on paid administrative leave, provided that the teacher makes his/her best efforts to immediately obtain the examination. If the examination results provide that the teacher is able to perform or return to the work assigned, the teacher will be permitted to immediately return to work.
- C. In the event the examination results detail that the teacher is unable to return to work, the teacher will be required to use his/her leave until he/she obtains a certification detailing his/her ability to perform or return to the work assigned. If the teacher requires any necessary, ongoing care, the cost of such further treatment will be borne by the teacher.
- D. This language should not be construed to limit the District's ability to require teachers to obtain certain assistance while continuing employment with the District, such as those actions outlined in a conference review or plan of assistance.

ARTICLE X. TEACHER WORKDAY AND JOB SHARING

Section 10.01 Teaching Day

- A. The normal work week shall not exceed thirty-seven and one-half (37.5) hours per week. The actual period assigned for such duty hours shall be made by the building principal or other appropriate supervisor, depending on the needs of the individual building or level.
- B. Except in emergencies or unusual circumstances (e.g. shortened days due to cold weather), all teachers are guaranteed a thirty (30) minute duty-free lunch during which they may leave the building. Teachers may vote annually at each building to waive this minimum for a more flexible schedule. If a teacher must supervise students during their lunch due to an emergency or unusual circumstance, they may depart thirty (30) minutes early or flex the time during non-student contact time, with approval from their supervisor.

- C. No workday shall exceed eight (8) hours, except when an extended duty-free lunch period is provided. In such cases, the maximum workday shall be eight (8) hours and ten (10) minutes. Any changes to an individual's duty hours will be discussed with the employee before implementation and the Association will be notified. The District has the discretion to modify the workday.
- D. On the last working day before an established recess, teachers will be released thirty (30) minutes prior to the end of their scheduled duty day, but not before student dismissal.
- E. Teachers are expected to be in their assigned area or building for the entirety of their duty day unless the teacher receives prior approval from their principal and/or District leadership to depart early for extra-duty responsibilities, extracurricular obligations, or instructional related duties.

Section 10.02 Open Houses, PTA Meetings, In-Service Days, and Committees

- A. Teachers are required to attend Open Houses and will be compensated one-half (1/2) day for their attendance. Teachers who cannot attend must use leave unless their absence is due to a conflicting District obligation. Teachers are encouraged to attend PTA meetings and meetings called by the Superintendent (or designee).
- B. A schedule of in-service days will be provided to all teachers in advance of the in-service day.
- C. Teachers are expected to serve on committees as necessary. Where possible, meetings will be scheduled during the duty day. If meetings extend beyond the duty day, the teacher may flex the time during non-student contact time, with approval from their supervisor.

Section 10.03 Extracurricular Activities

- A. District employees will be paid for extra-curricular activities as detailed in *Appendix B – Extracurricular Salary Schedule* and sign contracts in the form of *Appendix D*. Only Teachers will receive continuing contract rights associated with their individual extracurricular contracts as provided by law. The Board of Education may add or remove activities or positions to *Appendix B*. Written notification shall be sent to the Association prior to amendment of *Appendix B* by the Board of Education.
- B. Employees shall be placed on *Appendix B* according to their relevant years of experience. Employees who previously held an extra-curricular contract shall be granted credit for up to seven (7) years of relevant experience, so long as:
 - 1. The previous extra-curricular experience occurred within the preceding fifteen (15) school years: and
 - 2. The employee must provide written verification of relevant experience, upon request.

Employees with non-relevant coaching experience occurring within the preceding fifteen (15) years will be credited at one-half (1/2) an employee's years of coaching experience (rounding up).

Section 10.04 Extra-Duty, Extra-Activities, and Curriculum Development

- A. Teachers, including those with extra-curricular contracts, may be assigned a fair share of extra-duty and extra-activity assignments by their building principal.
- B. Teachers shall assist and participate in curriculum development. In extraordinary circumstances, curriculum work may be conducted outside of the duty day, on weekends, or during the summer.
- C. Curriculum development is an ongoing job embedded process done in collaboration within grade level or content area teams.

In extraordinary circumstances, curriculum development may be conducted after the duty day, on weekends, or during the summer except in the case of emergencies as determined by the Superintendent (or designee).

Section 10.05 Job Sharing

Job sharing is the voluntary employment arrangement in which two (2) teachers hold responsibility for one (1) full-time position. Exceptions may be made to expand the FTE above 1.0 for a one (1) year period by mutual agreement with the Director of Human Resources (or designee) and the job-share teachers involved. Notification of such exception will be given to the Association. Each job-sharing arrangement shall be for one (1) school year with continuation based on a yearly renewal request. Job sharing arrangements must meet the following criteria:

- A. Job sharing shall be proposed only by teachers.
- B. Both teachers must currently be on a continuing full-time contract.
- C. Application must be completed and submitted to the appropriate building principal prior to March 15 for the next succeeding school year.
- D. Teachers wishing to leave the job share and return to a full-time position must notify the Director of Human Resources (or designee) in writing prior to March 15.
- E. If for any reason a job share position loses one (1) of the participants at any time, the other will assume the full-time position.
- F. Applications shall be made in writing, signed by both teachers, and is subject to the approval of the Superintendent (or designee). Teachers who are sharing a position shall be granted the same rights and privileges as other part-time teachers, except as otherwise provided for in this agreement.

ARTICLE XI. REPORTING ABSENCES

It is the responsibility of every teacher to report an absence, whether or not a substitute is required. Arrangements for a substitute teacher shall be made by teachers when needed in the manner and by the means as designated by the District. The District will be responsible for hiring a substitute and will provide coverage when requested and available. In the event that no substitute teacher is available, the individual building plan will be implemented by the principal.

If a teacher shortens a leave request and fails to notify the Substitute Office in time to release such teacher's substitute and the substitute is paid for one-half (1/2) day because of reporting for duty, the teacher shall have deducted from his or her pay deposit the amount so paid to the substitute. For the purpose of taking leave or paying a substitute teacher, four (4) hours will constitute a half-day (1/2) of work or leave.

ARTICLE XII. INDIVIDUAL TEACHER CONTRACTS

- A. All individual contracts with teachers employed by the District, and covered by this agreement, shall be in writing or in electronic format and signed by the teacher and by the Chief Financial & Operations Officer and the president of the Board of Education.
- B. Individual teacher's contracts shall be in the form as provided in Appendix C. Extra-curricular contracts shall be in the form as provided in Appendix D. Both of such contracts shall be signed in not less than duplicate, and one (1) copy filed in the Office of Human Resources and one (1) to be retained by the teacher.
- C. The instructional salary will be paid in twenty-four (24) bi-monthly installments for teachers beyond their first year. New teachers will be paid in twenty-one (21) bi-monthly installments beginning on the second pay period in August and on or about the 10th and 25th of each month thereafter until June 30. Extracurricular salaries will be paid according to the procedures identified in Appendix D.
- D. If a teacher resigns from or fails to complete an extra-curricular contract, all unearned compensation shall be deducted from the following month's pay deposit.
- E. Reimbursement for in-District travel expenses shall be paid in a separate check upon submission of a properly approved travel voucher. Such reimbursement shall be made at the then-current state rate.
- F. The computation of a teacher's daily wage shall be determined by dividing the teacher's basic salary by one hundred eighty six (186) days in the case of teachers new to the District; one hundred eighty three (183) days for continuing contract certified special education staff; and one hundred eighty one (181) days for all other continuing contract teachers.
- G. A teacher who believes his or her compensation to be deficient shall be given a verification or rejection of his or her claim within two (2) working days. If compensation is verified by the Office of Human Resources to be deficient due to an error by the District, said teacher shall be paid such verified deficiency the next pay period following such verification.
- H. If an error of overpayment is made, the teacher has the option for the correction to be made in one (1) lump sum or over the remaining pay periods for that fiscal year.

ARTICLE XIII. CONTRACT RENEWAL AND CONTINUING CONTRACTS

- A. The District will attempt to issue individual contracts prior to the end of the school year unless an extension is agreed to by the District and Association.

B. Individual contracts for certified teachers employed by the District, and the annual renewal or nonrenewal thereof, shall be governed by the provisions of SDCL 13-43-6.1 through 6.6. Continuing contract provisions do not apply to nurses, occupational therapists, physical therapists and other degreed noncertified employees as defined here-in.

ARTICLE XIV. DISCIPLINE, SUSPENSION AND TERMINATION

Section 14.01 Teacher Discipline

- A. In no case shall disciplinary action be made public by the District, except as required by law.
- B. On any occasion in which a teacher receives disciplinary action which may affect his/her employment status, the teacher shall be notified of such meeting in advance and may have a representative present and shall be notified of the reason for such contemplated disciplinary action, except in the case of Subsection C-1 below.
- C. The Administration and the Board of Education shall have the authority to discipline teachers using any or all of the following:
 1. Oral reprimand by the principal or supervisor. Written reprimand by the principal or supervisor.
 2. Suspension with or without pay by the supervisor with budget authority. The suspension may be for up to ten (10) workdays. The employee may request a review of the suspension by sending a letter to the Superintendent (or designee) within ten (10) workdays of receipt of the suspension notice.
 3. Suspension with or without pay by the Board of Education not to exceed ninety (90) teaching days.
 4. Termination by the Board of Education.
- D. At any disciplinary step, except Teacher Discipline, Subsection C-1 above, a written communication shall state the deficiencies, necessary corrections, timelines and the consequences of further misconduct.

Section 14.02 Teacher Dismissal

- A. A teacher may be terminated by the Board of Education at any time for just cause, including breach of contract, poor performance, incompetent performance, gross immorality, unprofessional conduct, insubordination, neglect of duty, or violation of any policy or regulation of the District.
- B. Whenever the District contemplates termination of employment of a teacher, the teacher shall be given an opportunity to share her/his side of the story before the District makes a final recommendation (a teacher may be immediately suspended with or without pay prior to the meeting when warranted).
- C. If the District recommends termination of employment, the teacher will be suspended from employment pending completion of the termination process. The suspension from employment shall be with or without pay, but such suspension with pay shall be limited to forty-five (45) calendar days.

If the Board of Education is unable to provide a hearing within such forty-five (45) day period, the teacher's paid suspension shall continue until the date of hearing. If the hearing date is continued or changed at the request of the teacher, the suspension with pay is limited to forty-five (45) calendar days.

- D. If the Board of Education hearing does not result in the dismissal of the teacher and the teacher is reinstated, the reinstatement shall be without loss of pay or benefits unless suspension without pay is imposed as an alternate disciplinary action under Teacher Discipline, Subsection C-3 above.
- E. If no hearing before the Board of Education is requested within such fifteen (15) day period, the recommendation of termination shall become final.
- F. If a written request for hearing is received within such fifteen (15) day period, the teacher shall be provided access to his/her employment records.

An executive session hearing before the Board of Education shall be held in accordance with the provisions of SDCL 13-43-6.2 (currently between fourteen (14) and forty-five (45) days after receipt of request for hearing, unless extended by mutual agreement of the parties).

- G. At any such hearing before the Board of Education, the teacher shall have the right to hear the evidence against such teacher, cross-examine any person called as a witness by the District, present evidence and testimony on the teacher's behalf, and the right to employ counsel of such teacher's own choosing. Within five (5) working days after the hearing, the Board of Education shall render its decision and notify the teacher of its final decision in writing. The teacher shall have the right of appeal from such decision as provided in SDCL 13-46.

ARTICLE XV. ASSIGNMENTS AND TRANSFERS

Section 15.01 Definitions/Sequence

- A. “Assignment”: The term assignment refers to the annual placement of a teacher to a specific position and building, if known, at the direction of the District at the time the individual teacher's contract is offered for the ensuing school year.
- B. “Transfer”: The term transfer refers to an assignment change in position and/or building assignment that occurs after the initial annual assignment is made.
- C. “Vacancy”: The term vacancy refers to a position opening not filled by an assignment or transfer.
- D. “Posting”: A “posting” is a statement of a “vacancy” as defined in this Article and includes the position title, qualifications, deadlines, and other information pertinent to the position.

Section 15.02 Transfer

- A. The District shall discuss potential involuntary transfers with individual teacher(s) before involuntary transfers are made. Such discussion will include the reason(s) for such transfers. A teacher involuntarily transferred may request substitute support for transition activities.

- B. A temporary or permanent transfer to a position in another building may be made by the Director of Human Resources (or designee) any time before the end of the current contract year (June 30) for the following school. Teachers who are involuntarily transferred after July 1 will be entitled to a \$1,500 transfer bonus, payable in September and June of the same year, provided they fulfill the terms of the contract.
- C. Employees who are involuntarily transferred to a different position will be compensated at a salary rate consistent with the differentiated pay rates described in Appendices A-1, A-2, and A-3. Employees who are transferred or assigned to work in a lower or higher paid classification will have their salary rates adjusted appropriately. However, if an employee is involuntarily transferred during the school year (starting July 1) to a position where the maximum of the lower salary rate is lower than the employee's current salary, the employee will be paid his/her current salary for the balance of the school year.

Section 15.03 Postings

- A. The Director of Human Resources (or designee) is responsible for postings. Postings shall appear on the District website as they occur.
- B. All teachers may apply for posted vacancies. Teachers who are granted an interview will be notified in writing of the decision when the vacancy is filled.
- C. Extra-Curricular Vacancies: When a vacancy occurs, building principals may initially publicize the vacancy within the building and offer the open position to a building staff member and/or the last holder of that contract. If no assignment is granted, the vacancy shall be posted District-wide.
- D. For Following School Year:
 - 1. The Director of Human Resources (or designee) will post vacancies in those buildings affected by staffing adjustments and communicate with teachers returning from parental leave of absence and leave of absence. Only those teachers without an assignment may apply. Applications must be made within three (3) working days of the posting. The Director of Human Resources (or designee) will take into consideration recommendations from the principal/supervisor for final disposition.
 - 2. Teachers requesting to move in-District must initiate the request through the office of Human Resources by March 31. Teachers who request to move in-District after March 31 must follow the standard application process.
- E. A copy of all postings will be forwarded to the Association.

ARTICLE XVI. SUMMER SCHOOL EMPLOYMENT

A. If a District-sponsored, tuition-funded summer school program is planned to be held, the District shall prepare a list of known teaching positions in the summer school program by April 15. Such list shall be posted in each school in the District, and all teachers may submit applications for such positions for which they are qualified.

- B. If a site-based, and/or grant funded summer program is planned, these buildings may post positions internally first. In the event that all positions are not filled internally, these buildings may post positions District-wide.
- C. All applicants from in-District will be notified in writing whether or not they will be accepted for summer school teaching when teaching positions have been filled which is anticipated to be on or about May 8.
- D. The notice provision above shall not apply and the notification of hiring shall not be binding where emergencies or late or unforeseen developments occurring after April 15 require the reduction of contemplated programs or permit the adding of additional classes to the program.
- E. Teachers hired for summer school may use previously accumulated sick leave up to five (5) days. Teachers who are hired and complete one (1) summer school session accumulate a half (1/2) day of sick leave. Teachers who are hired and complete two (2) summer school sessions accumulate one (1) day of sick leave. Teachers who are hired and complete one hundred forty (140) hours or more in their summer school program accumulate one (1) day of sick leave.

ARTICLE XVII. PROFESSIONAL SCHOLARSHIP FUND

The District will establish an annual fund of six thousand nine hundred dollars (\$6,900) for the establishment of a professional growth scholarship that will be available to all teachers upon application to the Staff Development Manager. The Staff Development Manager will review and approve applications. The purpose of these scholarships is to assist in the payment of conference expenses other than the cost of a substitute teacher. Applications must identify the purpose of the conference and how it relates to specific District educational standards.

ARTICLE XVIII. TEACHER EVALUATION

Section 18.01 Overview

Evaluation is the procedure for measuring the effectiveness of the teacher and his/her teaching by means of established criteria as set forth in the evaluation handbook. The criteria are extensive in scope, dealing with all phases of the teacher's relationship to his/her students and his/her profession. The evaluation of teachers should lead to improved instruction and to definite recommendations for employment. Formal observations, conference reviews and informal observations including all activities and behaviors during work hours are a part of the evaluation process. Classroom visitation is a part of the evaluation process, but visitations to a teacher's classroom shall not necessarily be construed to be an evaluation as such under this Article and may be conducted at any time. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

Section 18.02 Meetings

A meeting or meetings shall be held early in the school year with teachers so that they will understand the process and purpose of evaluation.

Section 18.03 Frequency of Evaluation

- A. Probationary Teachers. Probationary teachers are teachers who are not in or beyond their fourth term of employment in the District. Probationary teachers shall be formally evaluated at least once every year.
- B. Continuing Contract Teachers. Continuing contract teachers are those who are in or beyond their fourth term of employment in the District. Continuing contract teachers shall be formally evaluated at least once every other year. When conducted, evaluations shall be completed by May 1 unless individual circumstances necessitate earlier completion. Extensions beyond May 1 may be granted by the Director of Human Resources (or designee).

Section 18.04 Procedure for Evaluation

- A. When an evaluation form has been completed by the principal, assistant principal, or supervisor most directly responsible for the teacher's work, a conference shall be held with each teacher to discuss the evaluation. All completed evaluations, which shall note any deficiencies and provide suggestions for correction, shall be signed by the evaluator and the teacher, and a copy of such completed form shall be given to the teacher.
Signing of the form by the teacher shall not imply agreement with the evaluation but merely indicates that the evaluation was discussed.
- B. Employment recommendations on continuing contract teachers shall be checked in one (1) of three (3) categories:
 1. Recommended
 2. Recommended with qualifications
 3. Not recommended
- C. Before a continuing contract teacher is given the employment recommendation of "recommended with qualifications," the teacher involved shall be so apprised in a conference. At that time the teacher shall be advised in writing relative to any deficiencies including suggestions for correction. Following a "recommended with qualifications" recommendation, two (2) formal evaluations shall occur in the next school year, the first by January 1 and the second by April 15, to address the identified deficiencies.
- D. Before a continuing contract teacher is given the employment recommendation of "not recommended," the principal and/or supervisor conducting the evaluation shall have a minimum of two (2) conferences with the teacher relative to any deficiencies and suggestions for correction.

ARTICLE XIX. PERSONNEL FILES AND COMPLAINTS AGAINST TEACHERS

- A. A teacher while employed by the District shall have the right, upon request, to review the nonconfidential contents of his/her personnel file and to receive copies at his/her own expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. A teacher shall have the right to indicate those documents or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain.

Such documents shall be reviewed by the Superintendent (or designee). If in his/her judgment, the Superintendent (or designee) agrees that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

- B. Materials placed in a teacher's personnel file subsequent to the initial hiring documents shall not be designated as confidential and shall be subject to teacher review.
- C. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed. Signing of the form by the teacher shall not imply agreement with the contents of the document but merely indicates that the contents of the document were discussed. The teacher shall also have the right to submit a written answer to such material, such answer to be submitted to the teacher's immediate supervisor and forwarded to the Superintendent (or designee) to be attached to the file copy and placed in such teacher's personnel file.
- D. Non-administrative material of a derogatory nature may be removed from a teacher's personnel file at the request of the teacher provided that the personnel file does not reflect a reoccurrence for a minimum period of five (5) years.
- E. Any complaint regarding a teacher made to any member of the Administration or Board of Education by any parent, student, or other person which is used in any manner in evaluation of that teacher shall be called to the attention of the teacher and dated. The teacher shall be given an opportunity to respond to such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE XX. LEAVE PROVISIONS

In the event of a Reduction in Force, a teacher who has been approved for or is on an approved leave of absence for one (1) fiscal year, shall be subject to *Article XXII Reduction In Force and Reemployment Rights*.

Section 20.01 Parental Leave of Absence

- A. Upon written application to the Director of Human Resources (or designee), a parental leave of absence without pay shall be granted to a teacher for the purpose of childbearing and/or child rearing.
- B. A parental leave of absence shall be for a maximum period of one (1) year, the exact period thereof to be determined by the Board of Education based upon the teacher's request and to coincide with the beginning of the work week. If the leave expires while school is in session, upon written application made at least forty-five (45) calendar days prior to the expiration of such leave, it shall be extended to the commencement of the school year following the original date of expiration.
- C. A teacher shall be entitled to take a parental leave beginning at any time after the commencement of pregnancy and until one (1) year after birth of the child.

Except in cases of emergency, such teacher shall make written application to the Director of Human Resources (or designee), specifying the approximate start and fixed end date leave is requested to begin and end, at least forty-five (45) calendar days prior to the documented estimated due date. Parental leave requests for children beyond one (1) year of age will be referred to the Board of Education for special consideration. Unless the written notification of pregnancy provided for in part 1 hereof has been given, such application shall contain the information required in part 1 hereof.

- D. A male teacher shall be entitled upon written request to a parental leave of absence for the purpose of child rearing to begin at any time between the birth of his child and one (1) year thereafter. Parental leave requests for children beyond one (1) year of age will be referred to the Board of Education for special consideration. Except in case of emergency, a teacher desiring such leave shall make written application for such leave to the Director of Human Resources (or designee) at least forty-five (45) days prior to the date on which such leave is to begin.
- E. A teacher adopting or fostering a child shall be entitled to a parental leave for the purpose of child rearing (including time necessary to obtain custody of the child) to commence at any time during a one (1) year period after receiving custody of the child. Parental leave requests for children beyond one (1) year of age will be referred to the Board of Education for special consideration.

Except in an emergency or where the length of notification of receipt of custody does not permit, a teacher desiring such leave shall make written application for such leave to the Director of Human Resources (or designee) at least forty-five (45) days prior to the date on which such leave is to begin.
- F. A teacher returning from parental leave of one (1) school year shall give written notice of his/her desire to return to employment no later than February 1 of the year in which he/she is on such leave, and provided such written notice is given, such teacher shall be restored to his/her former position or to another vacant position for which he/she is qualified.
- G. If a parental leave is not for a period longer than one (1) semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period, such reassignment shall be without accumulation of such ordinary increments. While on leave a teacher shall have the option to remain an active participant in the state teacher retirement system and the insurance program of the District by paying the entire amount which would have been otherwise paid by such teacher and the District.
- H. A teacher on parental leave of absence shall not be denied the opportunity to substitute in the District by reason of the fact that she or he is on such leave of absence.

Section 20.02 Military Leave of Absence

- A. Leaves of absence may be granted for military purposes in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (38 USC § 4301 et seq) and the provisions of South Dakota law (SDCL § 3-6-19 et seq and SDCL § 33-17-15.1).

Teachers must give written or verbal notice to their principal and the Director of Human Resources (or designee).

- B. Upon completion of the military service, the teacher shall be entitled to reinstatement in a position equivalent to the previous position held, subject to the following conditions:
 - 1. The position has not been abolished;
 - 2. The cumulative length of the teacher's military leave absences from employment does not exceed five (5) years;
 - 3. The teacher is qualified and capable of performing the duties of the position;
 - 4. If the service was less than thirty-one (31) days, the teacher gives notice to the Director of Human Resources (or designee) and returns to work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight-hour rest period;
 - 5. If the service is between thirty-one (31) and one hundred and eighty (180) days, the teacher must apply for reemployment no later than fourteen (14) days after completion of military service, unless impossible or unreasonable to do so through no fault of the teacher, then as soon as possible by notifying the Director of Human Resources (or designee) in writing of complication.
- C. If the service is one hundred and eighty-one (181) days or more, the teacher must apply for reemployment no later than ninety (90) days after completion of military service.
- D. A teacher who is reemployed is entitled to the seniority and other rights and benefits determined by seniority that the teacher had on the date of the commencement of service in the uniformed service plus the additional seniority and rights and benefits that the teacher would have attained if the person had remained continuously employed.
- E. Any teacher on military leave is required to pay the employee cost of any funded benefit required of other employees on a leave of absence.
- F. The teacher may continue coverage under the District's health, life and dental insurance paying one hundred percent (100%) of the full premium under the Plan, except in the case of a teacher who performs service in the uniformed services for less than thirty-one (31) days, in such case the teacher continues health, life and dental coverage by paying the employee's share of the premium for such coverage.
- G. The maximum period of coverage for a teacher and his or her dependents is the lesser of 24-month period beginning on the date on which the teacher's absence began or the day after the date on which the teacher fails to apply for or return to a position of employment as described above.
- H. A leave of absence shall be granted to teachers in order to receive military training with the armed forces of the United States, not to exceed fifteen (15) days in any one calendar year.

The request for leave must be made on the regular leave form and must include evidence defining the date of departure and if reasonably possible the date of expected return. The teacher shall indicate whether the teacher wishes to take a leave of absence with or without pay. If paid leave is requested, the District shall pay the teacher the regular salary due for the month in question, less the amount of military pay received by the teacher. Any payment from the military shall be credited against the obligation owed by the District. The teacher shall provide the Business Office with a copy of the military pay stub. Teachers are encouraged, whenever possible to make arrangements to take their training during the summer recess.

Section 20.03 Exchange Teaching

- A. The Board of Education, upon the recommendation of the Superintendent, may grant a leave of absence of not more than two (2) semesters for exchange teaching.
- B. The applicant shall submit and have approved in advance, by the Superintendent, a plan for exchange of teaching services which will show the benefit to both the applicant and to the District. A final report shall be filed with the Superintendent upon return from leave of absence for exchange teaching.
- C. The teacher, while engaged in an exchange of teaching service, shall be paid the same salary as he/she would have received were he/she carrying his/her regular assignment. Salary shall be paid at the same time and under the same conditions as for other teachers.
- D. The teacher, upon completion of an exchange of teaching assignment, shall agree to return to the service of the District and to continue in such service for a period of at least one (1) year.
- E. The teacher, upon return from an exchange of teaching service, shall be assigned to his/her former teaching position or to another vacant position for which he/she is qualified.

Section 20.04 Sabbatical Leave

- A. The Board of Education, upon the recommendation of the Superintendent, may grant a sabbatical leave to teachers for the purposes of study, travel, and for such other purposes as may be approved by the Board of Education.
- B. Upon the recommendation of the Superintendent, the Board of Education may grant a sabbatical leave to a teacher who has been employed at least six (6) consecutive years, and who has not had a sabbatical leave during the six (6) years immediately preceding. The leave granted shall not exceed two (2) semesters.
- C. A teacher on sabbatical leave shall receive as compensation during the period of absence one-half (1/2) of his/her regular scheduled salary and shall be continued in the District's insurance program as last designated at his/her own expense.

- D. Compensation shall be paid at the same time as the other teachers. A teacher on sabbatical leave shall receive the scheduled increment and/or adjustments in salary the same as he/she would have received were he/she occupying his/her regular assignment.
- E. The number of persons given sabbatical leave in any year shall not exceed two (2) percent of the total number of the teaching staff; provided, however, that the actual number of persons given such leave in any year shall depend upon the financial condition of the District and the amount of funds available to finance the program. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board of Education, the selection shall be based on:
 1. The estimated value of the plan to the teacher and to the system.
 2. The amount of seniority.
 3. The length of time since the last sabbatical leave.
- F. A teacher who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of two (2) years. The teacher who fails to return to the system upon completion of his or her sabbatical leave shall refund compensation paid to him or her during the leave.
- G. The teacher, upon return from sabbatical leave, shall be restored to his/her former position if requested at the time such leave is requested, or to another vacant position for which he or she is qualified if no specific request was made.
- H. The teacher, upon return from sabbatical leave, shall make such reports as may be designated by the Superintendent.
- I. Requests for sabbatical leave will be submitted to the Superintendent by February 1 of the school year. Such requests will be acted upon by the Board of Education at their first meeting in May of that school year.

Section 20.05 Leave of Absence

- A. A teacher who is on continuing contract may be granted a leave of absence without compensation for a period of one (1) fiscal year. Requests for leaves of absence must ordinarily be submitted in writing no later than March 15 of the school year preceding the year for which the leave of absence is desired. Requests can be made via email. These requests shall be acted upon by the Board of Education by April 30. Requests for leaves of absence submitted after March 15 may be granted if in the opinion of the Board of Education a suitable replacement can be obtained. A written request for leave of absence shall contain a statement setting forth the purpose for which such leave is sought.
- B. Scheduled incremental increases in salary and other employment benefits are not allowed during such leave. While on leave, a teacher shall have the option to remain in the group insurance program of the District by paying the entire amount of the monthly premium for such insurance.

C. A teacher returning from any such leave of one (1) school year shall give written notice of his/her desire to return to employment no later than February 1 of the year in which he/she is on such leave, and provided such written notice is given, such teacher shall be restored to his/her former position or to another vacant position for which he/she is qualified.

Section 20.06 Sick Leave

A. Sick leave allowances are available, in not less than half day increments, for all regularly appointed, full-time and regular part-time teachers in the District. Sick leave is provided to give a reasonable amount of protection for teachers and the District so that teachers who are ill (including emotional and mental disorders), injured or otherwise physically disabled (including pregnancy related disabilities) will not feel compelled or be required to attend to duties when such disabilities exist.

B. Sick leave shall be earned at the rate of one and one-third (1 1/3) days for each month or portion thereof that the employee is actively employed for the months of September through May of the current school year, subject to the maximum accumulation stated in Subsection D hereof. The annual allotment of sick leave of twelve (12) days shall be credited on September 1 of each year. Teachers hired after the beginning of the school year will be allocated a pro-rated amount.

C. If a teacher terminates employment during the contract year, a pro-rated share will be deducted from the employee's balance prior to determining final pay/benefits.

D. Sick leave shall accumulate to a maximum of one hundred fifty-two (152) days at any point in time. The days accumulated by a regular part-time teacher shall be fractional days based upon the fraction of full-time employment represented by such teacher's contract. At the end of each school year, teachers who have accumulated in excess of one hundred forty (140) days shall be permitted to relinquish days in excess of the one hundred forty (140) day accumulation in exchange for a payment of twenty-five dollars (\$25) per day, less appropriate deductions.

E. Each teacher shall enter into the absence management system the reason for the absence. The principal or other supervisor may request a physician's statement if the absence extends beyond three (3) days concerning such absence. The principal or supervisor may request a physician's statement for less than four (4) days in the event there is a concern of misuse of sick leave. For absences from regularly assigned duties for fifteen (15) duty days or more, the principal or supervisor may request the teacher to obtain a completed Certificate of Health Care Provider (Family Medical Leave Act of 1993) form from his/her personal physician or appropriate family member's physician.

F. Any teacher who willfully violates or misuses these sick leave provisions or who misrepresents any statement or condition under said provisions shall forfeit up to, but not in excess of, thirty (30) days of such teacher's accumulated sick leave.

G. Accumulated sick leave balance will be reported on the teacher's bi- monthly payroll statement (stub).

H. Employees may use up to eight (8) weeks of accumulated sick leave for the birth of a newborn child or the placement of a child for adoption or foster care, within one year of the birth or placement of a child. Paid sick leave will not exceed eight (8) weeks per employee if both parents are District employees the combined total paid leave will not exceed twelve (12) weeks. Nothing herein restricts an eligible employee's entitlement to rights protected under the Family Medical Leave Act. An employee desiring to utilize this leave provision must notify his/her principal/supervisor and the Director of Human Resources (or designee) at least three (3) months in advance of the birth. In the event of a placement of a child, employees must notify their principal/supervisor and Director of Human Resources (or designee) as early as possible. Employees may seek additional unpaid leave under the Family Medical Leave Act.

I. A sick leave bank shall exist for all teachers under the following conditions and provisions:

1. The Payroll Manager will review how many leave days are in the sick leave bank as of August 31. In the event there are less than five hundred (500) days, every teacher in the District shall contribute one (1) day of his or her sick leave to the bank. In the event there are five hundred (500) or more days in the sick leave bank, only new teachers shall contribute one (1) day of his or her sick leave to the bank at the time of hire. There will be no additional contribution of sick leave days to the bank through the remainder of the school year except for new hires. Days in the bank shall be withdrawn on a first-come, first-served basis and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
2. This bank is for the protection of individual participating teachers during a long-term extended illness or disability of the teacher, spouse, parents, parents-in-law, children, or stepchildren of the teacher.

Such illness or disability must cause an absence from regularly assigned duties for fifteen (15) duty days or more. Absences must be entered into the District's current leave tracking system. Use of this bank may begin after fifteen (15) duty days of absence due to such illness or disability but not until after an individual teacher's accumulated sick leave days have been exhausted.

Participating teachers may draw from the sick leave bank as follows:

- a. Teachers in their first year of employment may draw up to ten (10) days, prorated according to their first duty day.
- b. Teachers in their second year of employment may draw up to twenty (20) days.
- c. Teachers in their third year of employment may draw up to thirty (30) days.
- d. Teachers in or beyond their fourth year of employment may draw up to forty-five (45) days.

3. Administration of the bank will be handled by the Director of Human Resources (or designee). All requests for use of the bank must be submitted in writing to the Director of Human Resources (or designee) and must be supported by the teacher obtaining completed Certificate of Health Care Provider (Family Medical Leave Act of 1993) form from his/her personal physician or appropriate family member's physician. The absence for which bank days are requested must be of such a nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of bank days.
4. Upon request of the Association (not more often than every other month), the Human Resource Office shall report the status of the bank, including the balance of days in the bank.
5. Teachers withdrawing days from the bank are not required to replace these days except as a regular contributing member of the bank. A teacher resigning, retiring, withdrawing from membership in the bank, or declining to make continued contributions as required shall not be able to withdraw previously contributed days.
6. Days withdrawn from the sick leave bank shall be paid at the per diem rate for the individual participant for the applicable school year.

J. **Sick Leave Donation:** Teachers may voluntarily contribute a portion of their sick leave for another employee within this bargaining group in extenuating circumstances (including, but not limited to, terminal illness or extended illness) by notifying the Association and the Office of Human Resources.

Section 20.07 Emergency Leave

- A. Each teacher shall be granted the privilege of using all or any part of such teacher's accumulated sick leave and his/her entitlement, if any, from the sick leave bank, to cover absences due to emergencies of illness, injury, or death of the spouse, parents, parents-in-law, children, stepchildren or any other person who is a regular member of the teacher's immediate household and who is dependent for support in whole or in part on such teacher.
- B. Each teacher shall be granted the privilege of using a maximum of five (5) days sick leave per occurrence to cover absences due to emergencies of illness, injury, or death involving the teacher's or teacher's spouse's sister, brother, step-brother/sister, stepparents, son-in-law, daughter-in-law, grandchildren, grandmother, grandfather, aunt/uncle, niece/nephew, legal ward or any other person who is considered family to the employee.

At the discretion of the Director of Human Resources (or designee), Emergency Leave may be approved for up to five (5) days for other individuals when an employee has obligations to make funeral arrangements, needs extended travel to attend a funeral, or during an illness/injury where a medical physician advises the need for the employee's presence. The decision of Director of Human Resources (or designee) is not grievable.

- C. Each employee shall be granted the privilege of using a maximum of five (5) days of their accumulated sick leave to cover absences due to military service (deployments, returns from service, military graduations, etc.) for the employee's immediate family, a person who is dependent for support in whole or in-part on the employee, or a person who is considered to be family of the employee. Should additional leave support be needed, an employee may be granted the privilege of using all or any part of such employee's remaining sick leave for similar purposes upon written application to and approval of the Director of Human Resources (or designee).
- D. Each teacher shall be granted the privilege of using a maximum of two (2) days sick leave per year to cover absences due to emergencies of threatened damage to teacher's primary residence, or inability to travel from the teacher's primary residence to work, due to acts of nature or when an employee has been stranded out of town due to adverse weather, canceled public transportation or other circumstances beyond the reasonable control of the employee. Verification of these emergencies may be requested by the principal or other supervisor.

Section 20.08 Discretionary Leave

- A. Four (4) days per year, from accrued sick leave, shall be available to teachers for not less than one-half (1/2) day duration. There will be no salary deduction for use of these days. Unused Discretionary Leave will not be paid out but returned to the employee's sick leave balance. Employees shall complete the leave request form and submit the request a minimum of five (5) school days prior to the date of the requested leave. In the event of an emergency, the building principal/supervisor (or designee) may waive this timeline.
- B. Discretionary Leave may not be used in conjunction with a school recess or within the first or last ten (10) days of the teacher school calendar unless prior, written approval is granted by the Director of Human Resources (or designee). The decision to grant or deny the request is solely within the discretion of the Director of Human Resources (or designee), in coordination with building administrators. Denials are not grievable.

Section 20.09 Incentive Day

- A. Teachers may earn up to two (2) Incentive Days per year can be 1) used; 2) paid out; or 3) banked. To qualify for the first Incentive Day, a teacher must have four (4) or less absences of benefitted leave (ex. Emergency/Sick Leave, Salary Not Allowed, Discretionary Leave) during the previous school year. To qualify for the second Incentive Day, a teacher must have two (2) or less absences of benefitted leave during the previous school year. Donated sick leave, activities leave, and professional leave will not count against a teacher in earning incentive days.

An Incentive Day, when used, will not count towards the maximum leave days a teacher can use to qualify for Incentive Days, for the following year. An Incentive Day may be used in one-half (1/2) day increments during the school year after the year it is earned. Incentive Days will not accumulate unless the banking option is chosen.

- B. Teachers wanting to use Incentive Days as leave must submit their request to the building principal/supervisor. The request shall be submitted a minimum of five (5) school days prior to the date of the leave. In the event of an emergency, the building principal/supervisor may waive this timeline.
- C. Teachers may request payment in lieu of using or banking Incentive Days and will receive the following payment:
 - First Incentive Day will receive one hundred fifty dollars (\$150)
 - First and Second Incentive Day will receive a total of four hundred dollars (\$400)In the event that one-half (1/2) day increments are used, payment will be made at the rate of seventy five dollars (\$75) for each one-half (1/2) day not used. Payment will be made in June.
- D. Retirees and those resigning effective at the end of the current school year and who qualify for Incentive Leave will provide written notice to the Director of Human Resources (or designee) by December 1 of the current school year. Payment will be made in June.
- E. Teachers have the option to bank up to two (2) Incentive Days per year, for a maximum of five (5) days. Once a total of five (5) days have been banked, no additional days may be added to the bank, but may be paid out if earned.
- F. Teachers may draw against banked days as needed. Drawn days may not be used in conjunction with any other negotiated leave provisions and are available to teachers for not less than one-half (1/2) day increments.
- G. Teachers wanting to use banked Incentive Days must submit their request to the building principal/supervisor. The request shall be submitted a minimum of five (5) school days prior to the date of the leave. In the event of an emergency, the building principal/supervisor may waive the timeline.
- H. Teachers may request payment in lieu of using banked Incentive Days, which will be reimbursed at the rate earned and the order deposited. Teachers requesting payment for banked Incentive Days must complete a request and submit by May 31. Payment will be made in June. Subsequent banking of Incentive Days will be allowed.

Section 20.10 Professional Leave

A. At the discretion of the District, teachers may be granted professional leave to attend meetings or conferences of an educational nature, to take classes and to visit other schools. Professional leave, when granted, shall be without salary deduction.

The payment of approved customary expenses incurred in attendance may be paid by the District. "Customary expenses" shall mean all reasonable expenses necessarily and actually incurred by a teacher in attendance at an approved meeting including those for travel, lodging, food, and registration fees, subject to the limits established by the District-wide travel policy.

- B. Requests for Professional Leave must be approved by both the building principal/supervisor (or designee) and the Superintendent (or designee).
- C. Upon return from Professional Leave, the teacher shall file with the Superintendent (or designee), an itemized and verified accounting of expenses.
- D. The teacher shall be prepared to present such reports as may be requested by the Superintendent (or designee).
- E. The teacher's allocation shall not be applicable to activities assigned by the Superintendent (or designee), that are related to job responsibility or leave fated by law, that are mandated by federally funded programs or that are funded separately.

Section 20.11 Short Leaves to Serve on Juries, Judges, or Sports Officials

- A. Subpoena
 - 1. Teachers who are subpoenaed to testify in court arising from circumstances which occurred during their work at the District shall be paid for their time in court.
 - 2. Leave must be taken in half-day increments. Teachers who are released from their subpoena early must return to work if he/she can work the remaining half-day increment.
- B. Jury Duty
 - 1. Teachers who are summoned to serve on a jury must provide the summons to the Office of Human Resources. Teachers must designate the leave in Skyward as Jury Duty, and report the same in the absence management system, where necessary.
 - 2. Teachers who serve on a jury shall furnish the Office of Human Resources with a letter from the Clerk of Courts indicating the start and dismissal time.
 - 3. Jury leave must be taken in half-day increments. A teacher who is released from jury duty before the end of their duty day must report back to work if he/she can work the remaining half-day increment.
 - 4. Teachers will receive full pay for the time they are required to be in court, provided, however, that any stipend (not including mileage) received from such jury duty during a regular work shift shall be returned to the District Business Office.
- C. A teacher asked to serve as a judge or sports official in a K-12 school-related activity during the school year shall submit a written request for release to the Director of Human Resources (or designee). The teacher shall indicate in the request for release which of the following options shall apply:

1. A salary deduction equal in amount to the amount paid to a noncertified substitute (regardless of whether a substitute is utilized), or
2. A return to the District of the stipend received for such activity, in which event there shall be no salary deduction from the teacher's pay deposit.

Section 20.12 Leave of Absence to Serve in Public Office

Teachers on continuing contract shall be granted leave to serve in less than full-time elective public office. Notification for such leave must be submitted to the Director of Human Resources (or designee) at least forty-five (45) days prior to the commencement of the period for which such leave is sought. If such leave is not to be for a period longer than one (1) semester, the teacher shall be restored to his/her former status upon return. If the leave is longer than one (1) semester, he/she shall be returned to employment in a position of like nature but without the accumulation of increments. The teacher shall indicate, in that notification, whether such teacher wishes to take a leave of absence without pay or return the salary for serving in such office. If the salary is to be returned, the teacher shall be paid such teacher's regular salary.

Section 20.13 Association Leave

Prior to April 1 each year, the Association shall notify the Superintendent (or designee) in writing as to whether an Association President for the next school year shall serve in that office full-time or half-time, where half-time may be four-tenths (4/10), five-tenths (5/10) or six-tenths (6/10) time. Other proportions of time may be mutually agreed to.

In the event the Association President is to serve in that office less than full-time, the assignments and duties to be performed for the District shall be determined by the Superintendent (or designee) after consultation with the Association President.

The Board shall issue a contract for the following school year to the Association President which requires the Association President to perform duties for the Board in the appropriate proportion of a full-time contract. The District shall pay to the Teacher/President a regular full salary, plus social security, retirement, insurance and any other benefits which would accrue if assigned fulltime to a teaching position.

The Association agrees that it shall reimburse the District monthly for that proportion of such salary as corresponds to the extent to which the individual is not assigned to full-time duties with the School District. The Association President shall be granted one (1) full year of teaching experience for each year of service as Association President. The Board shall reassign the Association President in the school year following his/her presidency to the same building, grade level, and subject matter area assignment, previously held.

In the event there is no Association Presidential Leave required, the following remains in effect:

1. The officers of the Association shall be granted release time to commence thirty (30) minutes prior to the end of his or her scheduled duty day, but not before student dismissal. In addition, release time shall not conflict with a meeting requested by a principal, student, or a parent provided requests are made in advance.

2. The Association shall have up to thirty (30) days to be used for leave. Association leave for professional improvement purposes shall be granted at the cost of one hundred dollars (\$100) per day and/or fifty dollars (\$50) per half (1/2) days. Association leave for other than professional improvement purposes shall be granted at a per diem rate.
3. If an Association representative is requested in writing by the District to attend any meeting or event, the District will assume the costs of such attendance at the per diem rate of the representative.
4. A teacher shall have the right to a leave of absence without pay or benefits, when elected to the Presidency of their state affiliate, South Dakota Education Association. This leave shall be granted in three (3) years blocks, up to a total of six (6) years. Requests for leaves of absence must be submitted in writing no later than March 15 of the school year proceeding the year for which leave of absence is desired.
5. A teacher shall have the right to Association Leave when elected to the Secretary/Treasurer, Vice Presidency, Board of Directors, or NEA Directorship of her or his state affiliate, South Dakota Education Association. The District will deduct per diem cost from the individual's pay deposit for each day used.
6. Use of Association Leave for such purposes will not impact an individual's eligibility to earn incentive day(s).

ARTICLE XXI. GROUP INSURANCE PROGRAM

- A. The District shall provide a group insurance program consisting of health, dental, vision, and life insurance. The benefits are as set forth in the Master Plan document on file in the Business Office and the RCEA Office. The Business Office will provide copies to the Association of all amendments or changes to the Master Plan in a timely manner.
- B. An advisory insurance committee shall exist. The Association will designate their representatives to said committee.
- C. The District shall pay a flat rate (as defined in Schedule A) of coverage for all teachers who work twenty (20) hours. For those teachers contracted to work less than twenty (20) hours, the total insurance premium shall be shared equally by the District and employee.
- D. Eligible teachers may elect to obtain coverage under the program for their dependents as defined in the master insurance policies. In such instances, the premium to be paid for such employee and dependent coverage shall be shared (as defined in Schedule A).
- E. When spouses are both employees of the District and both are benefit eligible for the group insurance program, they may elect to obtain coverage in whichever plan they select, but each will be required to pay the premium for single employee coverage. This premium deduction will occur from the paycheck of the spouse designated as the primary plan-holder.

F. Teachers will be compensated up to two hundred dollars (\$200) per claim toward replacement value for personal property damaged or destroyed in the course of carrying out assigned duties, and supervision of students from a three thousand dollar (\$3,000) pool administered by the Business Office.

ARTICLE XXII. REDUCTION IN FORCE AND REEMPLOYMENT RIGHTS

Section 22.01 Order of Reduction

The Board, after considering the need to maintain existing educational programs, shall determine the teaching position(s) to be eliminated pursuant to a reduction in force. In the event that a reduction in force shall occur, the following factors will be utilized:

- A. The ability and needs of the District to provide the educational services required;
- B. Experience;
- C. Performance evaluations;
- D. Certifications and endorsements;
- E. Operational impact on the District.

Teachers whose positions are to be eliminated shall be notified no later than April 15, prior to the school year during which the layoff is to be effective. Simultaneously, the Association shall be notified of the persons being laid off. Teachers who are laid off pursuant to this section may seek reemployment as detailed below.

Teachers who are laid off may remain in the District's group insurance program for up to three (3) years by paying the entire employee and employer amounts of the monthly premium.

Section 22.02 Reemployment After Reduction in Force

Continuing contract teachers who are laid off due to a reduction in force shall have reemployment preference for a period of two (2) years from the last day of employment with the District.

Such continuing contract teachers who seek reemployment under this provision must notify the Director of Human Resources (or designee) annually in writing of such desire no later than February 1 of each year preceding the year in which reemployment is sought. Such notification shall include documentation of additional "qualifications" obtained following layoff. Failure to notify the Director of Human Resources (or designee) by February 1 in any given year shall result in forfeiture of reemployment preference under this provision.

The same factors as set forth above shall be followed in determining the order in which individuals may be recalled from layoff. Upon reemployment, teachers shall be placed in accordance with Section 25.01 *Placement Grid and Educational Salary Enhancements*.

ARTICLE XXIII. RESIGNATIONS

Employees must provide written notice to the Office of Human Resources of his/her intention not to return to the District before signing a new employment contract. Once an employee signs an employment contract, they are expected to work the entire term of their employment contract.

An employee who prematurely ends their employment with the District must notify the Director of Human Resources (or designee) in writing at least forty-five (45) calendar days in advance of their last day of work.

An employee who prematurely ends their employment and provides the Director of Human Resources (or designee) with less than forty-five (45) days written notice will be responsible for:

1. Reimbursing the District for the overpayment of prepaid, unworked gross wages, and any and all other benefits paid to the employee or on behalf of the employee, and
2. Paying \$4,000 in liquidated damages for an employment contract and/or paying 25% of the total extracurricular contract amount as liquidated damages.

An employee who prematurely ends their employment and provides the Director of Human Resources (or designee) with forty-five (45) days or more written notice will be responsible for:

1. Reimbursing the District for the overpayment of prepaid, unworked gross wages, and any and all other benefits paid to the employee or on behalf of the employee, and
2. Paying \$3,000 in liquidated damages for an employment contract and/or paying 25% of the total extracurricular contract amount as liquidated damages.

The District may offset all amounts owed against any and all employee accounts, paychecks, and/or benefits and may otherwise pursue any other legal remedy available to the District. In the event a teacher does not return unworked, prepaid wages or liquidated damages, the District may file a complaint with the South Dakota Professional Teachers Practices and Standards Commission for breaching the employment contract.

In the sole discretion of the Director of Human Resources (or designee), the District may waive the liquidated damages amounts detailed above in the event of a mandatory military change of station, catastrophic illness, or death of the employee's family member who is dependent for support in whole or in part on the employee. Employee must produce documentation consistent with these limited exceptions.

ARTICLE XXIV. WORKER'S COMPENSATION

- A. Any teacher who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of South Dakota.
- B. Such compensation shall be supplemented with an amount sufficient to maintain such teacher's regular salary for a period not to exceed his or her sick leave reserve.
- C. Such sick leave reserve shall be charged only for that portion in excess of the compensation payment.

ARTICLE XXV. SALARY AND TEACHER CLASSIFICATION

Section 25.01 Placement Grid and Educational Salary Enhancements

- A. Placement Grid. The salaries for new employees covered by this agreement shall be in accordance with Appendices A-1, A-2, and A-3.

Employees shall be placed according to their relevant years of experience.

Employees who are rehired to the same placement grid category shall be paid the greater of:

1. The Employee's salary at the time they left the District, or
2. The salary the Employee would be placed at as a new employee.

Employees must have left the District in good standing, subject to approval by the Director of Human Resources (or designee). The decision of the Director of Human Resources (or designee) is not grievable.

- B. Wage increases are dependent upon available funding, and the negotiations process between the District and the Association.
- C. Salary Enhancement for Advanced Degrees. In order for a teacher to receive a salary enhancement for higher education, a teacher must: 1) request recognition of the advanced degree by presenting a copy of the teacher's certificate (showing South Dakota Department of Education's recognition of the advanced degree) or a copy of the diploma and/or transcript from an accredited college or university, to the Office of Human Resources, on or before September 1; and (2) obtain an advanced degree which is in excess of the current educational requirements in the employee's job description. Salary enhancements for higher education degrees are detailed in Appendix A-1. A single salary enhancement will be paid for the highest level of educational achievement and will be added to the teacher's base salary. Teachers and degreed noncertified staff who are in positions which require advanced degrees, are not entitled to salary enhancements for higher education.

Section 25.02 Signing Bonus – Areas of High Need and Involuntary/Voluntary Transfer Bonuses

Administration may designate certain positions as high-need based on District needs. These positions qualify for a high-need bonus, as detailed below:

- A. The high-need bonus is only awarded once during a teacher's employment at the District. Rehired teachers who have received the high-need bonus are not eligible for an additional high-need bonus.
- B. Eligible teachers hired to a high-need position or teachers moving from a non-high-need position to a high-need position (voluntarily or involuntarily) will be paid in the following manner:

Year Employed	Signing Bonus Amount
First Year	\$1,500
Second Year	\$1,500
Third Year	\$1,500

- C. Teachers must remain in the position to qualify for all bonus payments which are paid in September and June. If a teacher resigns mid-year, any paid signing bonus amounts for that year will be deducted from their final paycheck.
- D. Part-time teachers will receive a pro-rated bonus.

- E. Teachers hired throughout the school year will receive a pro-rated bonus amount.
- F. Nothing in this section prohibits the District from involuntarily transferring an employee to a different position in the District pursuant to Section 15.02.

Section 25.03 Classification on the Placement Grid

At the time of hire, employees will be classified for placement on the Placement Grid at the tier warranted by their years of relevant experience. However, no new employee will be placed at a higher rate of pay than an existing employee with the same relevant experience.

Section 25.04 Increments for Previous Experience

- A. Previous teaching experience includes certified teaching experience in accredited K-12 institutions, school administrative experience and supervisory work in approved teacher training institutions. Teaching experience at an accredited college or university may be allowed up to three (3) year's teaching credit on the placement schedule. Relevant industry experience will be granted to teachers hired into Career & Technical Education programs at a 2:1 ratio, whereas two (2) years of industry experience will count toward one (1) year for placement purposes. At the discretion of the Director of Human Resources (or designee), other work experience consisting of at least one thousand five hundred and eighty-four (1,584) hours per year may qualify for salary schedule credit.
- B. Credit shall be allowed up to two (2) years where military service has interrupted a teaching career.
- C. A certified trade school teacher without a degree or previous teaching experience may be allowed up to three (3) year's teaching credit on the placement schedule.
- D. Registered Nurses, Occupational Therapists, Physical Therapists, Social Workers and Speech Language Pathologists employed by the District (including those who were employed by the District in the past) shall be granted credit on the Placement Grid up to and including six (6) years for previous licensed work experience (experience must consist of at least one thousand five hundred and eighty-four (1,584) hours per year to qualify as a year of experience). Registered Nurses may only receive credit for work experience as a Registered Nurse.

Section 25.05 Salary Adjustment for New Position

In the event an employee applies for a vacancy and is hired into a different position within the bargaining unit, the employee's salary will be adjusted consistent with the differentiated pay rates described in Appendices A-1, A-2, and A-3.

ARTICLE XXVI. RETIREMENT AND SEVERANCE PAY

Section 26.01 Retirement

- A. **Retirement Notice:** Teachers planning to retire from the District should provide their supervisor and the Office of Human Resources with a written notice of their intention to retire by December 1.

B. **Insurance Coverage after Retirement:** Any employee who is eligible to receive severance in accordance with Article XXVI of this agreement may continue his or her participation in the District's health and dental insurance plans until such employee is Medicare eligible.

Such employee shall pay one hundred percent (100%) of the premium for his or her coverage. Upon the plan holder becoming Medicare eligible, dependents can retain coverage up to eighteen (18) months subject to plan eligibility rules and/or up to the dependent's own eligibility for Medicare. Should an employee choose to retire after becoming Medicare eligible, this clause does not apply.

Section 26.02 Severance Pay

A. Upon retirement or upon death, eligible teachers shall receive severance pay according to one (1) of the following formulas, whichever is greater:

1. One-half (1/2) of up to one hundred forty (140) days accumulated sick leave balance, or
2. Up to, but not in excess of, fifty (50) days of their actual accumulated, unused sick leave.

B. To be eligible, a teacher must have served a minimum of seven (7) consecutive years in the bargaining unit.

C. Any teacher who has reached the following minimum ages and who has been employed in the bargaining unit for the following minimum number of years, to-wit:

At the Age of	With Consecutive Years of Employment
65	7
64	8
63	9
62	10
61	11
60	12
59	13
58	14
57	15
56	16
55	17

Upon terminating his or her employment in the District (if upon resignation during the school year, such resignation must be appropriately approved) shall receive severance pay according to one (1) of the formulas set forth in Subsection A hereof, whichever is greater.

D. The amount of sick leave pay under this Article will be determined by the teacher's basic salary at the time of retirement, death or termination of employment.

- E. Upon qualifying as provided above, the teachers' severance payment if, at least six hundred dollars (\$600) or more, will be transmitted to the South Dakota Retirement System Special Pay Plan (IRS 401a plan). If the teacher severance payment amount is less than six hundred dollars (\$600), it will be paid directly to the teacher, less applicable payroll taxes. The amount contributed to the 401a plan for any individual teacher may not exceed the IRS 415c limit in any one (1) calendar year.
- F. Upon retirement hereunder, all teachers who have served a minimum of seven (7) years in the District will be issued a "Life Pass" to all District activities. This will include the spouse.

ARTICLE XXVII. DEPARTMENT CHAIRPERSONS

At the end of each school year, by mutual agreement, the Administration and the teachers of each department may select a department chairperson for the coming school year for their respective departments. Department chairpersons shall assist teachers in solving teaching problems, developing teaching resource materials, securing teaching supplies, and upgrading the quality of instruction among buildings and grade levels.

Department chairpersons shall not be considered to be supervisors and shall not participate in the evaluation of teachers.

A pool of days will be available for use by department chairpersons. Allocation to the department will be developed on the basis of the number of staff in the department. The principal will decide when and how the allotted days will be used. The purpose of the pool is to provide substitutes for the department chairpersons (or designees), to do work in building or within the District.

ARTICLE XXVIII. SPECIAL ASSIGNMENT

An administrator may, by mutual agreement, appoint a teacher to fulfill a special assignment. These duties may include, but are not restricted to, solving teaching problems, developing and securing teaching resource materials, securing teaching supplies, upgrading and coordinating instruction and curriculum among buildings and grade levels. Persons selected may represent primary and/or intermediate levels or a particular discipline. Substitutes will be provided as needed.

These individuals shall not be considered supervisors and shall not participate in the evaluation of teachers.

ARTICLE XXIX. PROFESSIONAL GROWTH AND STAFF DEVELOPMENT CENTER PROGRAM

A Professional Growth Program/Staff Development Center Committee to foster and encourage professional growth among teachers in the District shall be established. The membership of the Professional Growth Committee (PGC) shall consist of the following individuals to be designated by the Association: two (2) elementary teachers, two (2) secondary teachers, one (1) special services teacher. In addition, Office of Staff Development/Human Resources and two (2) principals, one (1) elementary and one (1) secondary, shall serve on the Committee.

The Office of Staff Development/Human Resources shall chair the committee and determine the meeting dates and times. With the exception of state requirements concerning certificate renewal, participation in Professional Growth courses shall be voluntary.

Employees requesting approval of courses which have salary implications will submit those courses or related in-service courses for approval to the Office of Staff Development/Human Resources. Requests will be submitted to the PGC in writing, using the designated forms and procedures required by the PGC.

Professional Growth credits shall be in compliance with State requirements of contact hours per credit hour granted (i.e., current requirements are fifteen (15) contact hours per credit hour). Any credit granting program which is approved by the South Dakota Department of Education for renewal of a teaching certificate shall be accepted as meeting District requirements for a lane change. CEU's shall not be considered.

District courses are approved under the same criteria in that they must be "closely related" to the day-to-day job needs of the individual teacher, and which are a part of such teacher's job assignment, and/or included in the District-wide goals and objectives as adopted by the District.

There are three (3) kinds of District courses which may carry District credit:

- A. PGC approved courses offered for District personnel (i.e. reading courses, science seminars, RCAS Staff Development Course Listing).
- B. Courses offered by non-accredited agencies (i.e. Red Cross, Lutheran Social Services).
- C. Curriculum designing and/or writing projects and independent study activities.

For courses offering college credit, a minimum registration fee of fifty dollars (\$50) per District credit will be charged for each District-approved course. Teachers of District courses can accept compensation for their professional service at the rate of one thousand dollars (\$1,000) per credit hour. The teacher, upon mutual agreement with the Office of Staff Development/Human Resources, may accept pro-rated compensation for her/his professional service.

ARTICLE XXX. GRIEVANCE PROCEDURE

Section 30.01 Definitions

- A. A "grievance" shall mean a complaint by a teacher or teachers, employed by the District, that there has been a violation, misinterpretation, or inequitable application of any of the terms of this Agreement, except that the term "grievance" shall not apply to any matter as to which:
 - 1. The method of review is prescribed by law; or
 - 2. The Board of Education of the District is without authority to act.
- B. An "aggrieved person" is a teacher or teachers asserting a grievance.
- C. A "party in interest" is a person who might be required to take action or against whom action might be taken in order to resolve a grievance.

Section 30.02 Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time. Proceedings under the procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. The Association shall have the opportunity to be present at any level in the grievance procedure.

Section 30.03 Discrimination and Representation

- A. The District shall not discriminate against any teacher, any party in interest or any other participant in the grievance procedure by reason of such participation.
- B. Any aggrieved person or party in interest may be represented at any level of the grievance procedure by a person or persons selected by the aggrieved person or party in interest.

Section 30.04 Miscellaneous Provisions

- A. If a grievance affects a group of teachers from more than one (1) building, such grievance may be submitted in writing directly to the Superintendent's office, and the processing of such grievance may be commenced at Level Two.
- B. The District and Association shall provide and utilize the grievance procedure form, located in individual buildings and Office of Human Resources.
- C. All procedural documents and records dealing with the processing of a grievance shall be placed in a separate file and shall not be kept in the personnel file of any of the participants.
- D. The District shall make available to the aggrieved person and the aggrieved person's representative all pertinent information, not privileged under law, in its possession or control that is relevant to the issues raised in the grievance.
- E. When it is necessary for an aggrieved person, representative, or representatives of the Association (not to exceed two (2) such representatives) to attend a meeting or a hearing called during the school day, such person or persons shall make advance arrangements with the principal of such person's building, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- F. No grievance shall be recognized unless it is presented within twenty-five (25) calendar days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. If not so presented, the alleged grievance will be null and void. A grievance filed under the first paragraph of Miscellaneous Provisions shall not be recognized at Level Three unless it shall have been filed with the Superintendent's office within twenty-five (25) calendar days after the act or condition upon which it is based occurred.
- G. Teachers who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit from any later settlement of an individual or group grievance unless the remedy sought is monetary in nature.

H. When a time period provided in this Article expires during a vacation period occurring during the school year, the time limit shall be extended to include the next two (2) regularly scheduled working days.

Section 30.05 Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement. The original grievance form will be submitted to the Director of Human Resources (or designee) with a copy filed with the appropriate personnel as outlined below. If a grievance is filed, which cannot be resolved under the time limits set forth prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person or a party in interest, the time limits set forth will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

A. Informal Level: Prior to the expiration of twenty-five (25) calendar days, the potential grievance must first be discussed with the teacher's principal or immediate supervisor with the objective of resolving the matter informally. The teacher must notify supervisor that this meeting is the Informal Level of a Grievance Proceeding either electronically or in writing. At this time the teacher may discuss the potential grievance personally or may request that a representative of the Association accompany him/her and/or act on his/her behalf.

B. Level One: If the potential grievance is not resolved informally, it will be submitted to the principal/supervisor in writing on the proper grievance form. In the absence of the principal/supervisor, the grievance may be filed in the Human Resource Office.

If the grievance is resolved, the document will be returned to the teacher. The principal/supervisor shall hold the Level One meeting with the teacher within ten (10) calendar days of the request, and a decision will be rendered within ten (10) calendar days of the Level One meeting. If the principal/supervisor fails to provide a written decision within ten (10) calendar days, then the aggrieved person may proceed to file at Level Two.

C. Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the aggrieved person may file the grievance in writing with the Superintendent (or designee) within ten (10) calendar days after the grievance decision has been rendered at Level One. If requested by the aggrieved person, the Association may file the grievance on behalf of the aggrieved person within the ten (10) day time limit set forth above.

The Superintendent (or designee), will represent the Administration at Level Two of the grievance, and shall meet with the aggrieved person and parties in interest in an effort to resolve the grievance. Such meeting shall take place within ten (10) calendar days after the receipt of the written grievance at Level Two.

Within ten (10) calendar days after said meeting, a decision in writing shall be rendered to the aggrieved person. If the Superintendent (or designee) fails to provide a written decision within ten (10) calendar days, then the aggrieved person may proceed to file at Level Three.

D. Level Three: If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, the aggrieved person may file the grievance in writing with the Board of Education within ten (10) calendar days after the grievance decision has been rendered at Level Two.

The Board of Education will hold a hearing on the grievance within thirty (30) calendar days. Within ten (10) calendar days after the hearing, the Board of Education shall render its decision in writing to the aggrieved party and the Association.

E. Level Four: If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the aggrieved party may within thirty (30) calendar days initiate an appeal to the Department of Labor, which shall conduct an investigation and hearing and shall issue an order covering the points raised.

The order shall be binding on the aggrieved person and the District in accordance with the provisions of SDCL 3-18-15.2. The investigation and hearing held by the Department shall be conducted in accordance with the rules and regulations of the Department.

F. It is specifically and expressly understood and agreed that an appeal to the Department of Labor constitutes an election of remedies and a waiver of any and all rights by the appealing party or parties and his or her representative(s) to litigate or otherwise contest the appealed subject matter in any court under SDCL 13-46, except in the form of an appeal from the decision of the Department of Labor as provided in SDCL 1-26.

ARTICLE XXXI. POLICY/PROCEDURE VIOLATION

Employees alleging a policy or procedure violation shall follow the procedure provided in Article XXX *Grievance Procedure*.

ARTICLE XXXII. STUDENT DISCIPLINE AND TEACHER PROTECTION

Section 32.01 Assault Upon Teachers

A. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. In addition, teachers must report assaults on the First Report of Injury Form.

B. The District shall maintain records, to the extent possible, detailing the number of assaults on staff members from students at each building of the District. The Superintendent will report this data to the Board at least once annually. Upon request, but not more than two (2) times per year, the District will provide the Association with a district-wide report of staff assaults.

Section 32.02 Disruptive Students

When, in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student from the classroom and refer him/her to the principal, or his /her designee. When a teacher sends a disruptive student from the classroom, the teacher is required to complete the necessary documentation required by the District and/or Principal. When the student returns to the classroom, building administration will alert the teacher.

The Teacher shall confer with the Principal (or designee) as soon as possible to discuss the disruptive behavior, what, if any, consequences were implemented, and what communication was provided to parents/guardians concerning the disruptive behavior. Teachers may request to review the final disposition of the disciplinary action, if any, from their building administrator.

Section 32.03 Use of Force

Use of force by an Employee must comply with District Policy JGA (Prohibition of Corporal Punishment), which can be found on the District website.

Section 32.04 Restraint and Seclusion

The use of restraint and seclusion must be consistent with District Policy JGB (Restraint and Seclusion), which can be found on the District website.

ARTICLE XXXIII. HAZARDOUS CONDITIONS IN SCHOOLS

The District agrees to do everything reasonably necessary to create and maintain safe, healthful and sanitary working conditions in the schools. No teacher shall be discharged or disciplined for refusing to work if such refusal is based upon a written statement, concurred in by the building principal or supervisor, that the working conditions are not safe, or sanitary or might unduly endanger his/her health until it has been determined that conditions have been eliminated. Pending such determination, such teacher shall be transferred or reassigned to other comparable duties which he/she is qualified to perform.

When it has been determined that such conditions have been eliminated, such teacher shall be returned to his/her original assignment. Then if such teacher continues to refuse to work, he/she shall be subject to discharge or other disciplinary action.

ARTICLE XXXIV. PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. The District and Association will not accept any new payroll deduction enrollees. Teachers will enroll directly with the United Teaching Profession organization (Rapid City Education Association, South Dakota Education Association, and the National Education Association). The District shall only deduct dues from the salaries of teachers for continuing membership in the United Teaching Profession and contributions to the SDEPIC and the NEA Fund for Children and Education provided that at the time of such deduction the District has in its possession a current, unrevoked written assignment executed by the teacher in the form and according to the terms of the authorization form. Such authorizations may be revoked by the teacher at any

time by giving written notice to the District and the Association by email.

- B. On or before September 1 of each school year, the Association shall notify the payroll office, in writing, the current rate of membership dues and contributions.
- C. Bi-monthly deductions will be made in equal consecutive installments commencing with the payroll period in September for all teachers who have signed individual authorizations prior to 2024.
- D. Authorized deductions shall be remitted to the Association no later than the first day of each month following such deductions.
- E. The District shall not be liable for the remittance of any sums other than those constituting actual deductions made, and if for any reason it fails to make a deduction for any teacher as above provided, it shall make that deduction from the teacher's next pay period in which Association dues are normally deducted after written notification to the District of the error. If the District makes an overpayment to the Association, the District will deduct that amount from the next remittance to the Association. The Association agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.

ARTICLE XXXV. MISCELLANEOUS PROVISIONS

Section 35.01 Copies and Posting of Agreement

Upon the execution of this agreement, the District shall post the agreement on the District website.

Section 35.02 Savings Clause

If any provision of this agreement or any application of the agreement is or becomes in contravention of the laws of the United States or the State of South Dakota, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

In that event, the parties to this agreement shall, as soon as practicable, arrange to bring the provision or application in question into compliance with law if possible.

Section 35.03 Activity Pass

Each teacher will receive a family activity pass for all applicable District activities. The employee's ID will serve as the activity pass.

ARTICLE XXXVI. EFFECTIVE DATE AND DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2025, through June 30, 2027.
- B. Written notice of a party's desire to amend this Agreement for the 2026 – 2027 fiscal year must be made to the other party no sooner than February 1, 2026, and no later than February 15, 2026. In the event such notice is given, the party giving the notice shall submit its issue list to the other party within fifteen (15) calendar days and the other party shall submit its issue list, if any, within fifteen (15) calendar days thereafter. The parties agree that either side may request that the Agreement be reopened for purposes of negotiating wages and insurance, and each party may designate one (1) additional issue for negotiations.
- C. Written notice of a party's desire to amend this Agreement for the 2027 – 2028 fiscal year must be made to the other party no sooner than February 1, 2027, and no later than February 15, 2028. In the event such notice is given, the party giving the notice shall submit its issue list to the other party within fifteen (15) calendar days and the other party shall submit its issue list, if any, within fifteen (15) calendar days thereafter. The parties agree that either side may request that the Agreement be reopened for purposes of negotiating wages and insurance, other issues as requested in an issue list provided to the other party.
- D. It is the intent of the parties to complete negotiations prior to the end of the school year.
- E. In the event the District's average teacher compensation falls below the accountability standards set forth by the State, the parties agree to reopen negotiations for the sole purpose of addressing average teacher compensation to meet accountability requirements.
- F. Negotiations shall be governed by the provisions of SDCL Chapter 3-18.

Dated at Rapid City, South Dakota, this 20th day of May, 2025.

RAPID CITY AREA SCHOOL DISTRICT NO. 51-4

BY_President, Board of Education; and



BY_Chief Financial & Operations Officer



RAPID CITY EDUCATION ASSOCIATION

BY_President



APPENDIX A

PLACEMENT GRIDS FOR NEW HIRES

The following Placement Grids are utilized to place new employees at a salary warranted by their education and relevant experience. Upon hire, employees with the following years of experience will be placed on the appropriate level indicated below.

The Placement Grids are used for hiring and do not depict the current salaries of all employees. The Placement Grids do not limit an employee's earning potential at the District. Wage increases are dependent upon available funding, and the negotiations process between the District and the Association.

APPENDIX A-1
PLACEMENT GRID FOR NEW
TEACHERS

2025 – 2026 School Year

Upon hire, qualified employees with the following years of experience will be placed on the Level indicated:

Years of Experience	Level	Salary	Master's	EdS	PhD/EdD
0	0	\$45,563	\$46,663	\$46,913	\$47,163
1	1	\$46,125	\$47,225	\$47,475	\$47,725
2	2	\$47,278	\$48,378	\$48,628	\$48,878
3	3	\$48,460	\$49,560	\$49,810	\$50,060
4	4	\$49,672	\$50,772	\$51,022	\$51,272
5	5	\$50,913	\$52,013	\$52,263	\$52,513
6+	6	\$52,186	\$53,286	\$53,536	\$53,786

Enhancement to teacher annual base salary	
Master's degree	\$1,100
Ed.S	\$1,350
Ph.D / Ed.D	\$1,600

National Board-Certified Teachers (NBCT) and National Certified School Counselors (NCSC) shall be paid a one thousand dollar (\$1,000) per year stipend to be paid in twenty-four (24) installments. Verification of such certification shall be on file in the Office of Human Resources prior to payment/distribution of the stipend.

National Board-Certified Nurses shall be paid a one thousand dollar (\$1,000) per year stipend. Verification of such certification shall be on file in the Office of Human Resources prior to payment/distribution of the stipend.

Summer School teachers, nurses, teachers working on curriculum, guided reading, literacy, etc., when assigned shall earn twenty-five dollars (\$25) per hour.

APPENDIX A-2
PLACEMENT GRID FOR NEW
DEANS, COUNSELORS, SOCIAL WORKERS & ADMINISTRATIVE SPECIAL
EDUCATION SPECIALIST

2025 – 2026 School Year

Years of Experience	Level	Salary	EdS	PhD/EdD
0	0	\$50,563	\$51,913	\$52,163
1	1	\$51,125	\$52,475	\$52,725
2	2	\$52,278	\$53,628	\$53,878
3	3	\$53,460	\$54,810	\$55,060
4	4	\$54,672	\$56,022	\$56,272
5	5	\$55,913	\$57,263	\$57,513
6+	6	\$57,186	\$58,536	\$58,786

APPENDIX A-3
PLACEMENT GRID FOR NEW
DESIGNATED SPECIAL SERVICES TEACHERS

2025 – 2026 School Year

SPED 1						
Positions	Years of Experience	Level	Salary	Master's	EdS	PhD/EdD
Adapted PE Learning Center Pre-School Workforce Development	0	0	\$51,500	\$52,600	\$52,850	\$53,100
	1	1	\$52,625	\$53,725	\$53,975	\$54,225
	2	2	\$53,941	\$55,041	\$55,291	\$55,541
	3	3	\$55,289	\$56,389	\$56,639	\$56,889
	4	4	\$56,671	\$57,771	\$58,021	\$58,271
	5	5	\$58,088	\$59,188	\$59,438	\$59,688
	6+	6	\$59,540	\$60,640	\$60,890	\$61,140
SPED 2						
Positions	Years of Experience	Level	Salary	Master's	EdS	PhD/EdD
Achievement Evaluator Behavior Skills Case Worker Life Skills Structured Academics	0	0	\$53,000	\$54,100	\$54,350	\$54,600
	1	1	\$54,125	\$55,225	\$55,475	\$55,725
	2	2	\$55,478	\$56,578	\$56,828	\$57,078
	3	3	\$56,865	\$57,965	\$58,215	\$58,465
	4	4	\$58,287	\$59,387	\$59,637	\$59,887
	5	5	\$59,744	\$60,844	\$61,094	\$61,344
	6+	6	\$61,237	\$62,337	\$62,587	\$62,837
OTHER						
Positions	Years of Experience	Level	Salary		EdS	PhD/EdD
Audiologist / Deaf Ed Blind & Visually Impaired Occupational Therapist Physical Therapist Program Specialist Speech Therapist	0	0	\$60,275		\$61,625	\$61,875
	1	1	\$61,400		\$62,750	\$63,000
	2	2	\$62,935		\$64,285	\$64,535
	3	3	\$64,508		\$65,858	\$66,108
	4	4	\$66,121		\$67,471	\$67,721
	5	5	\$67,774		\$69,124	\$69,374
	6+	6	\$69,468		\$70,818	\$71,068

Speech Language Pathologists who hold a Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) and Audiologists who hold a Certificate of Clinical Competence in Audiology (CCC-A) from the American Speech-Language-Hearing Association shall be paid a one thousand dollar (\$1,000) per stipend to be paid in twenty-four (24) installments. Verification of such certification shall be on file in the Office of Human Resources prior to payment/distribution of the stipend.

APPENDIX B
EXTRACURRICULAR SALARY SCHEDULE

Upon hire, qualified employees will be placed on the following placement grid consistent with their years of relevant experience:

Category 1			
Positions	Years 1 – 3	Years 4 – 6	Years 7+
HS Head Band			
HS Head Marching Band			
HS Head Basketball			
HS Head Chorus			
HS Head Competitive Cheer			
HS Head Competitive Dance			
HS Head Cross Country			
HS Head & Speech Debate (1 st Semester)			
HS Head & Speech Debate (2 nd Semester)			
FFA Advisor			
HS Head Football			
HS Head Orchestra	\$5,754	\$6,371	\$7,398
HS Head Soccer			
HS Head Softball			
HS Head Track			
HS Head Volleyball			
HS Head Wrestling			
TeamMates Program Coordinator			
MS Activities Director			
HS Head Golf			
HS Head Tennis			
FBLA Advisor			
HS Drama Director (1 st Semester)			
HS Drama Director (2 nd Semester)			
Technical Director of Theater (1 st Semester)			
Technical Director of Theater (2 nd Semester)			
E-Sports			

Category 2			
Positions	Years 1 – 3	Years 4 – 6	Years 7+
HS Assistant Band			
HS Assistant Marching Band			
HS Assistant Basketball			
HS Assistant Competitive Cheer			
HS Assistant Competitive Dance			
HS Assistant Speech & Debate (1 st Semester)			
HS Assistant Speech & Debate (2 nd Semester)			
HS Equipment Manager	\$4,521	\$5,138	\$6,165
HS Assistant Football			
HS Assistant Soccer			
HS Assistant Softball			
HS Assistant Track			
HS Assistant Volleyball			
HS Assistant Wrestling			
HS Yearbook			
Elementary Lead Counselor			
Secondary Lead Counselor			
Category 3			
Positions	Years 1 – 3	Years 4 – 6	Years 7+
MS Building Athletic Coordinator			
HS Sideline Cheerleading			
HS Assistant Chorus			
HS Assistant Cross Country			
HS Assistant Golf			
HS Student Council Advisor			
HS Assistant Tennis	\$3,494	\$4,007	\$4,932
Weightlifting Coordinator			
Website/Social Media Information Coordinator			
HS Intramural Advisor (Winter)			
Oral Interpretation			
Junior ROTC			
Category 4			
Positions	Years 1 – 3	Years 4 – 6	Years 7+
Flag Corp Coordinator			
Senior Class Advisor			
Junior Class Advisor			
Freshman Class Advisor			
HS Newspaper			
HS Photography			
Assistant Sideline Cheer Coach	\$2,548	\$3,041	\$3,946
HS Academic Competition Advisory (Knowledge Bowl & Science Bowl)			
Dance and Drill Team			
Junior ROTC Assistant			

Category 5 Stipends	
Positions	Amount
MS Basketball	
MS Cross Country	
MS Football	
MS Student Council Advisor	
MS Track	\$2,750
MS Volleyball	
MS Wrestling	
Summer Weightlifting Coordinator	
MS Academic Competition Advisory (Knowledge Bowl & Science Bowl)	
Academic Competitions	
Elementary	\$750.00
HS Music Stipends	
Head Drama (Musical)	
Technical Director (Musical)	\$1,000
Band (Musical)	
Orchestra (Musical)	\$750
Vocal (Musical)	
Category 6 Stipends	
Positions	Amount
District P.E. Coordinator	
Perkins-Career & Technical Education Coordinator	
Drumline	
HOSA	
NHS	
District Band Coordinator	
Elementary Music Coordinator	\$1,850
Educators Rising	
District Orchestra Coordinator	
OSEU Lead	
Category 7 Stipends	
Positions	Amount
MS Band	
MS Intramural Basketball	
MS Intramurals/Girls Choice	
MS Intramural Volleyball	
MS Student Council	
MS Orchestra	\$1,500
MS Vocal	
TeamMates Building Coordinator	

APPENDIX C

RAPID CITY AREA SCHOOLS TEACHER CONTRACT

Parties. This Agreement is made between Rapid City Area School District 51-4, Pennington County, South Dakota ("District") and the employee named above (hereinafter referred to as the "Employee"), who is duly qualified and in good standing under the laws and regulations of South Dakota to perform assigned duties.

Assigned Position. The Employee is hired for the position of "Assigned Position" under the supervision and direction of the District's Board of Education, Superintendent, or designated official.

Term. The term of this Agreement shall commence on July 1 and shall terminate on June 30 of the following year, subject to the school calendar as adopted by the Board of Education.

Negotiated Agreement. The Employee has read and understands the terms of the Negotiated Agreement entered into between the District and the Rapid City Education Association ("Association") and understands that Employee is legally bound to the terms detailed in the Negotiated Agreement. The Employee shall fulfill all assigned responsibilities as detailed in the Employee's job description, contemplated in the Negotiated Agreement, or as otherwise assigned by the Employee's Supervisor.

Pay. The District agrees to compensate the Employee with an annual salary of "Total Pay," disbursed in bi-monthly installments, with an adjusted final payment ensuring total contracted compensation.

Breach. By executing this Contract, Employee agrees to fulfill the contractual term of this Contract. In the event the employee breaches this Contract, Employee understands he/she will be required to pay liquidated damages in the amount detailed in the Negotiated Agreement.

Continuing Contract Rights. The Employee acknowledges that only teachers are entitled to the benefit of continuing contract rights.

This Agreement is executed by the President of the Board of Education and the Business Director, with the District's official seal affixed. It is only valid if accepted and signed by the Employee before the completion date stated above.

RAPID CITY AREA SCHOOL DISTRICT NO. 51-4 OF PENNINGTON COUNTY, SOUTH DAKOTA

PAYMENT BASIS:

SIGNED SCHOOL OFFICIALS

Payment Frequency: _____

FTE: _____

Contract Days: _____

Basic Salary: _____

Other Pay Adjustments:

Additional Days (if applicable): _____

Signing Bonus (if applicable): _____

Stipend (if applicable): _____

Total Salary: _____

Accepted and executed by the undersigned this
_____ day of _____, 20____

Employee

APPENDIX D
EXTRACURRICULAR CONTRACT

Employee Name	Building	Date
---------------	----------	------

Compensation for extracurricular activities shall be paid in the following methods:

- a. Fall Activities – Two (2) equal payments on September 10 and October 25
- b. Winter Activities – Two (2) equal payments on December 10 and February 10
- c. Spring Activities – Two (2) equal payments on March 10 and May 10
- d. Summer Activities – Two (2) equal payments on July 10 and August 10
- e. Year-round Activities – Six (6) equal payments on September 10, October 25, December 10, February 10, March 10, and May 10

For purposes of compensation, Middle School Activities shall be paid in a single lump-sum disbursement in accordance with the following schedule:

- a. Quarter 1 Activities – October 25
- b. Quarter 2 Activities – December 10
- c. Quarter 3 Activities – March 10
- d. Quarter 4 Activities – May 10

Should the dates listed fall on a weekend, payments will be issued on the Friday before.

I, the undersigned, hereby accept the extracurricular assignment described below for the 20____ - 20____ fiscal year.

SIGNED SCHOOL OFFICIALS

Assignment: _____

Account (1): _____

Account (2): _____

Start/End Date: _____

Pay Code: _____

Category/Step: _____

Total Contract: _____

Accepted and executed by the undersigned
this _____ day of _____, 20____

Employee

APPENDIX E
ADDITIONAL PAY TIME SHEET

Additional Pay Time Sheet / Personnel Activity Report
Curriculum Workshops / Training

Rapid City Area Schools 51-4

Submit this card to the Human Resources Office by June 30.

Name: _____ Building: _____ Position: _____

Date/Time	Activity	Account No.	Total Hours	Total Pay	Approval Signature/Date

I _____ declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Date: _____

Total Claim: _____

Board Approval: _____

APPENDIX F
GRIEVANCE FORM
Rapid City Area Schools – Grievance Form

Name(s) of Grievant(s)

Association Representative

Work Location

Date(s) of Occurrence(s)

Date Filed

Statement of Grievance or Policy Violation:

Provision of Negotiated Agreement Involved/Policy or Procedure Violated:

Requested Remedy:

Has the grievance been processed at the Informal Level? Yes No

Date

Signature of Grievant(s)

Level I (_____ received at Level I _____)
Date Initials

Administrator's Disposition of: (i.e. denied, agreed, resolution)

Administrator

Date

To be completed by grievant(s):

- I agree to the proposed settlement.
- I do not agree to the proposed settlement.
- Resolution reached.

Grievant(s)

Date

Level II (_____ received at Level II _____)
Date Initials

Administrator's Disposition of: (i.e. denied, agreed, resolution)

Administrator _____ Date _____

To be completed by grievant(s):

- I agree to the proposed settlement.
- I do not agree to the proposed settlement.
- Resolution reached.

Grievant(s) _____ Date _____

Level III (_____ received at Level III _____)
Date Initials

Administrator's Disposition of: (i.e. denied, agreed, resolution)

Administrator _____ Date _____

To be completed by grievant(s):

- I agree to the proposed settlement.
- I do not agree to the proposed settlement.
- Resolution reached.

Grievant(s) _____ Date _____

Case Number (to be assigned by the Personnel Office)

APPENDIX G
TITLE IX COORDINATOR

Title IX Coordinator

rapidcitytitleIX@k12.sd.us

SCHEDULE A-1
GROUP INSURANCE PLAN AMENDMENT

The Rapid City Area School District Group Insurance period is September through August.

The following group insurance rates represent insurance rates for September 1, 2024 through August 31, 2025.

September 1, 2024 – August 31, 2025 Rates

		Monthly Cost - Medical		Monthly Cost - Dental	
		12-month employee	9-month employee	12-month employee	9-month employee
Employee Only					
District pays		\$652.19	\$869.57	\$45.91	\$61.21
Employee pays		\$122.59	\$163.47	\$3.96	\$5.28
Total		\$774.78	\$1,033.04	\$49.87	\$66.49
Employee + 1					
District pays		\$986.81	\$1,315.75	\$69.29	\$92.39
Employee pays		\$562.75	\$750.32	\$30.28	\$40.37
Total		\$1,549.56	\$2,066.07	\$99.57	\$132.76
Family					
District pays		\$1,480.22	\$1,973.63	\$101.98	\$135.97
Employee pays		\$844.11	\$1,125.48	\$44.53	\$59.37
Total		\$2,324.33	\$3,099.11	\$146.51	\$195.35