

## **I. RECOGNITION**

Pursuant with the provisions of SDCL 3-18, the Tri-Valley School District 49-6, 46450 252nd Street, Colton, South Dakota, hereafter referred to as the "Board" recognizes the Tri-Valley Education Association, hereafter referred to as the "Association" as the sole and exclusive representative for all regularly employed certified personnel but excluding the superintendent, principals, assistant business manager, business manager, technology coordinator, and special education director hereafter referred to as the "Employees" or "Teachers".

The Board agrees not to negotiate or to consult with any other employees' organization, individual employee or group of employees with regard to grievance procedures, rates of pay, wages, hours of employment or other conditions of employment as they apply to the employees represented by the Association.

The Board also agrees that every full-time certified employee, except the superintendent, principals, assistant business manager, business manager, technology coordinator, and special education director shall have the freedom to join and support the Association for the purpose of engaging in negotiations and other lawful activities. Nothing contained herein shall be construed to restrict, deny or prejudice a "Teacher" or the "Board" the right they may have under the law.

Pursuant with SDCL 3-18 such recognition shall be continuous until faculty representation is challenged or altered through election.

## **II. MANAGEMENT RIGHTS**

### **1. Authority and Power of the Employer**

The laws of the State of South Dakota have vested in school boards the authority and power to manage, control and direct the operations of the school district and to adopt, modify or repeal policies, rules and regulations for the school district. All such authority and power of the Board shall continue unimpaired, except as limited by the provisions of this agreement.

### **2. Inherent Managerial Rights**

The Board is not required to meet and negotiate on those matters which have been determined by legislation and the courts to be inherently managerial in nature, therefore, beyond the scope of mandatory negotiations.

Due to the new state funding formula and accountability set forth by the state in order to assure school districts are paying the required money to teachers, the Tri-Valley School District may pay teachers additional salary to adhere to the accountability set forth in the new funding formula to stay in compliance with the funding formula. This money will be paid to the teachers' salaries without having to reopen negotiations. This may be done in order to stay in compliance with the accountabilities set forth by the state, in the funding formula.

### **3. Meet and Confer**

The Board and Association recognize the need to establish a procedure whereby the parties will meet and confer on those matters of concern which fall outside of the scope of negotiability. There will, therefore, be established a joint policy committee to which all matters subject to the meet and confer process shall be referred. The committee shall be composed of three (3) teachers appointed by the Association, two (2) administrators appointed by the superintendent and one (1) Board member appointed by the Board. The joint policy committee shall meet at the request of either party to discuss matters. Upon completion of the meet and confer procedure, the Board shall, in the absence of an emergency, review the recommendations of the Committee prior to taking action.

### III. SALARY SCHEDULE PROVISIONS

1. The School term shall consist of 156 student contact days, 23 professional preparation days, 2 in-service days, and 2 parent/teacher comp days. In the event that the superintendent directs school to be closed for an emergency, an equal number of days, in accordance with South Dakota Law, shall be added to the school calendar by adding days during the school year or at the end of the school year, at the discretion of the administration. The District will comply with state law and State Department of Education rules and regulations concerning makeup days. Deductions for days missed, over and above approved leave, shall be based on 1/183 of the individual's salary.
2. Teachers are expected to be at school from 7:45 am to 3:45 pm, Monday through Thursday. **On Fridays, that are termed Professional Preparation Days, teachers are expected to be in the building from 8:00-1:00. Athletics and activities contact can begin on Fridays at 12:00pm.** In the event of a snow day on a professional preparation day, the District will allow staff to work from home. The District shall have the ability to check in at the end of the day with staff to discuss the work done from home to ensure they are still prepared the following week. In the event weather turns a Professional Day into a remote work from home day, teachers that may have taken personal or sick leave for that day but can finish their assigned Professional Day checklist remotely, can have that personal/sick leave day returned to them. In the event a Professional Preparation Day is used as a make up student contact day due to school cancellation, teachers will use the snow day that correlates with the make-up day as a work from home day. Teachers may request, from their principal, to leave after students are dismissed and before 3:45 pm for professional development, medical and dental appointments or to attend children's activities and family emergencies. If a situation should arise that the principal is out of the building for the day, a written request may be submitted to the secretary. All other leave requests will be subject to sick leave or emergency leave.

Teachers will be permitted to wear blue jeans on traditional Mondays through Thursdays. Jeans must meet the criteria of: well-tailored, free of rips, holes, fraying, and tattering. Business casual clothing (tops/shirts) will be expected from staff Monday through Wednesday. Thursdays are deemed as Mustang Spirit Days and teachers may wear sweatshirts and casual tees.

For parent teacher conferences and open house, teachers will be required to wear business professional attire. On these specific dates, teachers are not permitted to wear jeans. Staff may make wardrobe adjustments as needed to meet the requirements of their work day with administrative approval.

3. Teachers/certified staff shall not receive extra pay for ticket taking, chaperoning, etc., on regular school dates. In the event of taking tickets or being assigned supervision on dates outside of the regular school work days or on days before an extended weekend/holiday and contracted duties (such as a coach at a ball game), teachers/certified staff will be compensated at rate of \$30 per date. Teachers will not be required to chaperone spectator buses. Faculty members and their families will be admitted to all activities free of charge. All faculty members are encouraged to attend school sponsored activities.
4. Mentoring Program –  
For new teachers coming into the district or teachers designated by administration to be mentored, the administrator of those mentee teachers will pair them with a district veteran teacher/mentor. The district will compensate the mentor teacher with a \$750.00 one-time stipend per mentee to be paid in June for their mentorship for the academic year.

In order for mentors to receive the \$750 stipend:

Mentors must participate in the SD Mentor Professional Learning Community as outlined in the state mentor requirements. Mentors must support new teachers with at least 40 hours of mentoring, including a kick-off (either state-run or district-run). Participating teachers and their mentors must attend the summer academy. Teachers wishing to participate in the state-wide mentoring program will be approved on a case by case basis with the building principal. The guidelines established by the state department of education will be used in these cases.

Mentors participating in the Teacher Apprenticeship Pathways program as outlined by the state department of education apprenticeship program, must support educational assistants with the semester hourly requirement designated by the state, including training and other requirement preparation for professional development. Educational assistants must be approved through the state application process.

5. For officiating inter-school events, faculty members will receive \$30.00 per junior high and 9th grade volleyball, basketball, and football game (\$60 per night in Volleyball if working A, B, and C games); \$40.00 will be paid for junior varsity games. No reimbursement will be made for intramural games. Timers and scorers will be paid a rate of \$15.00 per game (B game, varsity game). 9<sup>th</sup> grade timers and scorers will be paid a rate of \$5.00 per game or match.
6. Definition of Prep Time: Prep times refers to designated periods during the school day when teachers are allocated time for tasks such as lesson planning, collaboration with colleagues, and professional development activities directly related to their teaching responsibilities. Prep time excludes duties such as recess supervision, lunch duties, IEP meetings, and other non-instructional responsibilities. The allocation of prep time may vary based on grade level, subject area, teaching assignment, and contractual agreements.

**Submission of Vouchers for Coverage:** Teachers may submit vouchers for coverage following confirmation by their administrator when they are required to cover classes during their designated prep time due to circumstances beyond their control.

Circumstances that warrant the submission of a voucher include but are not limited to: Unforeseen teacher absences or emergencies that require immediate coverage, school-wide events or activities that necessitate additional supervision or coverage, inadequate substitute teacher coverage, absences of coaches or advisors required to supervise students for an activity, and proctoring state or district assessments.

Teachers must submit vouchers for coverage within 30 days of the incident, providing necessary documentation and justification for the request. The submission of vouchers shall be subject to review and approval by the school administration or designated personnel responsible for scheduling and compensation.

The board will pay teachers to substitute teach during their prep time at the rate of \$25.00 per class period.

Teachers who participate in the after school tutoring program will be paid a rate of \$25.00 per hour.

7. All graduate and undergraduate hours, in the field of education, are to be considered on the professional horizontal growth agreement. Undergraduate hours may be approved for advancement on the professional horizontal growth agreement if said courses are required for certification if the teacher is assigned a different teaching assignment than originally contracted for.  
**All advanced hours must be approved in writing by the superintendent prior to registration: see attached form.** Any teacher who plans to earn a new salary classification must notify the superintendent, in writing, prior to **May 1** of the present year and must present the official

transcripts to substantiate completion prior to **September 1** of the new school year - **see attached form**. In the event such validation is not received on or before **September 1** of said school year, the teacher shall have their contract so modified.

Teachers who are not working toward a master degree program must meet the following requirements:

**BA+15 Advancement:**

- A. The BA+15 advancement shall have 15 hours of college graduate level coursework in K-12 related educational fields.
- B. For the BA+15 advancement, at least 6 of the hours must be in the teacher's area of teaching.
- C. The remaining hours toward educational advancement on the professional horizontal growth agreement must be related to the teacher's curricular/extra-curricular assignment. The Superintendent will have the authority to waive the number of hours in areas where there are limited course selections.

**MA+15 Advancement:**

- A. The MA+15 advancement on the professional horizontal growth agreement shall have 15 hours of college graduate level coursework in K-12 related field.
- B. At least 8 of those hours must be in the teacher's area of teaching.
- C. The remaining hours toward educational advancement on the professional horizontal growth agreement must be related to the teacher's curricular/extra-curricular assignment. The Superintendent will have the authority to waive the number of hours in areas where there are limited course selections.

**National Board Certification:**

National Board Certified Teachers will be paid a \$2,000.00 per year stipend for the duration of the five year certification period. The teacher must be employed as a teacher in the Tri-Valley School District to be eligible to receive the stipend. This cost will be split equally by the district (\$1,000) and the state (\$1,000). If the teacher successfully renews their certification, the teacher will continue to receive a \$2,000 per year stipend equal to the amount paid by the school district (\$1,000 from the district and \$1,000 from the state). Should the South Dakota Legislature revise the current law in any way, the School Board reserves the right to reconsider the total amount of the stipend to be paid.

8. Teachers will receive ten (10) days of **sick leave** per year, limited to 90 days accumulation. They will receive 10 sick leave days per year and their accumulated days will not be used until the 10 days have been used each year. At the conclusion of the school year, teachers that have over 90 accumulated sick days will be paid a one-time stipend in the amount of \$25 per day until the 90 day limit is reached. Sick leave can be used for the following family members who are ill or who have doctor and dental appointments: spouse, son, daughter, mother, father, mother-in-law, father-in-law, and any individual in which the teacher is a legal guardian thereof. Up to three (3) days total of sick leave per year can be used for brother, sister, grandchildren, or grandparents who have doctor and dental appointments. The administration may request a physician's statement, generally after three (3) days of absence in succession. In case of disability, the Board will make up the difference between the teacher's salary at the time of disability and workmen's compensation, school insurance (not related to hospital medical expenses), retirement and unemployment benefits, which are entitled to the teacher for the number of sick days accumulated at the time of disability. Sick leave is to be taken by the hour.

Up to 3 days of sick leave may be taken for the birth of a grandchild. Leave taken for this reason must be taken within 10 calendar days of the birth of a grandchild and no more than 6 days of this leave may be taken for any one school year.

Teachers who have worked full time for the school district for 20 + years and are leaving the district, shall be paid at a rate of \$25 per unused sick day. This payment will be in the employee's June paycheck.

Sick Leave Due to Pregnancy and Birth  
Effective January 1<sup>st</sup>, 2016 and from thereon:

Teachers are allowed to utilize a maximum of sixty (60) accumulated sick days for paid leave upon the birth of a child.

If a teacher's leave of absence is for parental reasons, the teacher will have the possibility of utilizing a maximum of 60 days of paid personal leave and/or paid sick leave. This 60-day period will commence on the day the baby is born and runs the first 60 weekdays following these events. The first 60-weekday period of time that is eligible to be paid is only those weekdays that fall within the school year. School year is defined as that period of time which falls between the starting date of school and ending date of school. The 60-weekday period of time is not extended due to vacation days or school cancellation days, which may occur during it. Vacation days and school cancellation days will not be deducted from sick leave but are counted as part of the 60 eligible days.

A teacher may request paid sick leave days related to an illness of the baby and/or mother in addition to what is stipulated in this section above. Such a request must be accompanied by a physician's statement clearly indicating the medical reason why additional days are recommended. The district shall have the right to request another independent physician's opinion on the need for additional days with the cost of obtaining this opinion the responsibility of the district.

In the case of an adoption of a child under the age of 36 months, adoption leave will be the same as parental leave for the natural birth of a child. For employees who work less than full-time in terms of days, parental leaves will be proportional to the number of days worked compared to full-time employees. In no situation will be number of paid parental leave days exceed the number of sick leave days the employee has accumulated with the district.

For couples/partners who are both employed in the school district, sixty (60) days is the cumulative amount of sick and personal leave that may be taken for this instance. For example, a teacher can take 45 days and his/her spouse can take 15 days within the sixty (60) day timeframe.

A teacher may take additional leave in accordance with the district's FMLA policy.

Commencing with the first day of school, each full time teacher shall have available two (2) days of sick leave with pay for illness or other disability, and such employee shall be entitled to an additional day for each subsequent full school month completed by the employee during the school term. Sick leave, including the initial two (2) days, may accumulate to not more than ten (10) days in any one school year. However, if it is necessary for a certified employee to use more sick days than he/she has accumulated, he/she will receive credit, with no pay deduction, for a maximum of one (1) day per month for each month remaining in the school term. If a teacher fails to earn the number of sick days he/she has taken by the completion of the school term, a salary deduction of 1/185<sup>th</sup> per day in excess will be made.

A sick leave bank has been established by a teacher/board committee. A request for sick leave assistance form is included in this negotiated agreement.

ATTENDANCE BONUS – A teacher will receive a perfect attendance bonus of \$500, minus such withholdings as prescribed by law, if he/she is not absent from work for the entire school year unless the absence is due to administrative-approved professional leave or jury duty. If the teacher is absent for ½ day or less, one-time during the school year, they will receive an attendance bonus of \$200, minus such withholdings as prescribed by law. The 'half day or less' for attendance bonus purposes will be defined as 4 hours or less and taken only once during the school year. For

example, a teacher taking two hours of leave on Monday and an additional 2 hours on Tuesday would not qualify for the attendance bonus. The teacher will receive this bonus on the last payroll date in June of the corresponding school year.

9. All approved leave will have the same amount of leave deducted for regular school dates as a full day regardless of late starts or early dismissals. (For example, if a teacher takes sick leave for a regular school date and the school releases at 1 p.m. due to inclement weather, the teacher will still be required to use a full day of sick leave).
10. School personnel shall be offered, at the cost of the district through the school nurse, the option of getting a flu shot.

**11. Family and Medical Leave Act of 1993.**

If the situation should arise that a teacher must take this leave, upon return a similar position will be assigned to the same job that you left, or one that is nearly identical. If the teacher is not returned to the exact same job, the new position must involve the same or substantially similar duties, responsibilities, and status, include the same general level of skill, effort, responsibility and authority; offer identical pay, offer identical benefits and offer the same general work schedule, and be at the same (or nearby) location. If the teacher has exhausted his/her FMLA leave entitlement and are unable to return to work, the District is not required to restore the teacher to his/her position or nearly identical position.

If the employee is eligible for Family Medical Leave Act Leave, paid sick leave days and personal days shall be applied against the number of days (sixty days within a calendar year) to which the employee is entitled pursuant to the Family Medical Leave Act. In no instance shall the employee be entitled to more sick leave days (paid and/or unpaid) than that afforded through paid sick leave or the twelve (12) weeks of FMLA leave, whichever is greater, for FMLA qualifying reasons.

12. **Funeral leave**, which is separate from sick leave, will be subject to notification and approval of the superintendent. Established limits are as follows:
  - a. Mother, father, child, sister, brother or spouse -- up to and including five (5) days.
  - b. Mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law and grandchild -- up to and including three (3) days.
  - c. Grandparent, aunt and uncle -- up to and including one (1) day.
  - d. Close Friend- up to 1 day total per year
13. Up to and including three (3) days of **personal leave** may be granted by following district leave protocol. Personal leave will be granted contingent upon the request being made at least 10 days before the leave is to be taken. All personal leave requests that do not adhere to the aforementioned guidelines may be granted pending administrator approval. Once personal leave is approved, it will not be revoked. Personal leave will not be granted on days of scheduled professional development (in-service) and days of parent-teacher conferences; set forth in the original/adopted calendar set by the board for the academic year; except in cases of emergencies. In the event that an in-service day is placed after student contact days at the conclusion of the academic school year and the In-service date is moved, teachers may use the appropriate personal day, sick day, or day without pay on that In-service day. In this event, it will be the responsibility of the teacher to schedule any end of the year meetings, checkouts, etc. at the principal's discretion without additional pay and/or mileage. In cases of emergencies with no forewarning, please notify the building principal. Unused personal leave balances can be carried over to the following school year up to a maximum of 10 days personal leave. For teachers leaving the system or for teachers beyond the 10 day maximum, the district will pay \$100.00 for each full unused emergency day and \$50 for each half unused personal day. On student contact days, personal leave will be taken in 1/4 day (2 hour) increments.

Absence from 7:45-9:45= 1/4 personal day

Absence from 7:45-noon = 1/2 personal day

Absence from 7:45-1:30=  $\frac{3}{4}$  personal day  
Absence from 7:45-3:45 = 1 personal day

On professional preparation days, personal leave can be taken by the hour; absence for the whole day means using 5 hours of personal leave.

14. **Professional leave** may, within the budget limitations and approval by the administration, be granted:
  - a. By Completing and submitting the request and report forms if required.
15. Leave is not to be taken on dates of in-service and parent-teacher conferences. In cases of emergency, illness, approved professional leave, or unforeseen circumstances, leave may be granted at the discretion of the superintendent on those dates. Unpaid leave will be deducted from the pay period in which it was taken unless otherwise agreed upon by both parties.

**Unpaid Leave** – An employee must first have exhausted his or her personal leave before being allowed unpaid leave. For all other unpaid leave requests per year, days 1 and 2 may be taken without discretion (as long as they are not on in-service or PT conference dates), and days 3 and 4 of unpaid leave may be approved at the superintendent's discretion. If the superintendent denies this request, it may be appealed to the school board. Any unpaid leave requests of 5 days or more must have school board approval. Each request of unpaid leave will count as a day regardless of the amount of time taken. For example, one hour of unpaid leave on Monday and one hour on Tuesday will count as 2 days per this policy. Teachers will request unpaid leave with as much advanced notice as possible. All leave time will be rounded upward to the nearest  $\frac{1}{2}$  hour. Unpaid leave will have  $\frac{1}{185}$  of the individual's salary deducted for the days/hours missed.

16. **Other Leave/Absence**
  1. If a teacher requests an absence from school not covered by present leave policies and the absence is approved by the superintendent, the teacher's salary will be deducted by  $\frac{1}{185}$  of the annual salary for each day of absence. Request must be turned in two weeks prior to absence being taken.
  2. Approval of the requested absence must be given to the teacher by the Superintendent prior to the teacher's absence.
17. **Absence Due to Inclement Weather:**
  1. If inclement weather prevents a teacher from attending school, the teacher may use personal leave during the absence.
  2. If no personal leave is available for the teacher, the teacher's salary will be deducted  $\frac{1}{185}$  of their annual salary for each day absent.
18. Only full years of full-time experience will be counted on the hiring guide for incoming teachers new to the District. Presently employed teachers who work less than full-time will receive a proportionate salary increase to their employment time ratio. New teachers to the Tri-Valley School System will be placed on the salary guide according to their professional experience and educational background. The School Board may negotiate with each new employee as to the placement on the hiring guide.
19. Teachers will be paid in 12 equal installments which will be direct deposited to each staff member's designated bank account. The salary of all employees shall begin at the time they report to work. The salary shall be paid on the 25<sup>th</sup> day of the month except when the 25<sup>th</sup> falls on a Saturday, Sunday or holiday. In this situation, checks will be issued on the 1<sup>st</sup> available previous work day.

20. On all teachers' contracts, it shall read the same: "It is further agreed that Miss, Mrs., or Mr. \_\_\_\_\_ shall teach courses/responsibilities as designated by the administration that are within the scope of the teacher's certification area(s). Extra-curricular duties are as follows: \_\_\_\_\_ and duties as designated by the administration.

Administration, to the greatest extent possible, will only adjust grade level/content area assignments or assign extra-curricular duties not listed above due to an emergency, inability to fill a vacancy, change in educational structure, or a change in staffing; and agrees to inform the teacher at the earliest possible date.

On all teachers' contracts it will read the same: "It is agreed that it is impractical, or extremely difficult, to fix actual damages in the event of breach hereof by the party of the first part, and that it shall be presumed that the amount of damage for any breach be as follows: after returning a signed contract or March 25th (whichever is later); up to and including May 31st \$500 and such amounts shall be deducted from the amounts due or owing at the time of the breach or subsequently becoming due from the party of the second unto the party of the first part." For any new teacher that has not signed at least his or her second contract of service to the Tri-Valley School District, *AS WELL AS for all* resignations delivered to the superintendent beyond May 31st, nothing in this section will require the board to accept the resignation or breach of contract clause in this section. For resignations beyond May 31st, it will be assumed that a suitable replacement must be obtained by the district in these instances prior to the school accepting the breach of contract damages in the amount of \$500. This penalty will be waived in the event of a teacher having to resign due to health related circumstances, in the event a staff member's spouse has to relocate, or in the event a teacher applies for early retirement (before March 1<sup>st</sup>) after contracts are issued. The amount of the liquidated damages for new incoming staff shall accompany the letter of resignation in a certified check. If the liquidated damages are retained by the district for a period of two (2) weeks, the district shall not seek certificate revocation and the release shall be deemed granted.

Teachers who resign and/or retire from all duties of the school district at the conclusion of the school year will receive a one-time bonus of \$300 if he or she submits his/her letter of resignation to the superintendent of schools no later than February 1<sup>st</sup> of that school year.

21. The School District will provide **hospitalization/major medical/dental insurance coverage**, as approved by the Tri-Valley School Board and the Tri-Valley Education Association, for full-time teachers who join the group coverage. Participants in the family medical plan shall receive \$1,006.30 per month to be put toward their medical/dental insurance coverage. All other full-time teachers shall receive an amount not to exceed \$723.70 per month to be put toward their medical/dental insurance coverage. Teachers who are employed less than full-time will receive a proportionate amount toward their medical/dental coverage, as compared to their employment-time ratio. Provisions for payroll deductions for medical/dental coverage under the insurance plans may be arranged with the business manager. If a couple is employed by the school district, the school shall add together the two amounts (\$1,006.30 + \$723.70) to go toward a family medical/dental policy with that couple paying the remainder of the policy premiums. Full-time teachers who choose to participate in medical/dental insurance (family or single) in 2025-2026 will receive the same board contribution per month. Employees that do not take the school insurance may elect to take the district's dental insurance (single or family) at no cost to the employee.

22. Any teacher who is called for **jury duty** during school hours or who is subpoenaed to testify in a hearing during school hours in a matter in which he/she is not named as a party, shall be granted leave with pay for the days or parts of days such absence is required. Any per diem for jury duty or the subpoenaed absence shall be turned over to the district – the teacher will receive their regular salary. Such teacher shall notify the superintendent as soon as practical of the necessity of taking jury duty.

**Military** - An employee who is a duly qualified member of the Reserve Component of the Armed Forces and who 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, shall be entitled to a leave of absence and shall be returned to service, provided he/she is still able to perform the duties of his/her position without loss of status, pay and seniority, provided:

- (a) He/She has given advance written or verbal notice prior to the time of departure .
- (b) He/She has satisfactorily performed the requirements of the training and
- (c) The employee must return to his/her position within the time frame established by federal law (USERRA).
- (d) In case the taxable military pay for such fifteen (15) day period is less than his/her regular wages, he/she shall be paid the difference by the District.

**Active Duty:** Pursuant to federal law (USERRA), any member of the bargaining unit who reports or performs duty in any branch of the armed forces of the United States, shall be entitled to reinstatement with the District.

23. **Right of Representation:** When a teacher is required to appear before the Board or the Administration, the teacher shall be entitled to have a representative of the Association present.
24. **Personnel File:** No materials shall be placed in the teachers personnel file unless the teacher has had the opportunity to read the material. The material shall be signed and dated by the teacher indicating that he/she has read it. Each teacher shall have the right, upon request, to review the contents of said teacher's personnel file and to place therein written reactions to any of the contents. The teacher shall have the right to make copies of any item in the file at Board expense and to be accompanied by a representative of the Association during the review of the file.
25. Payroll direct deposits will be accompanied by a direct deposit copy listing itemized deductions (FICA, Federal Income Tax, Teacher Retirement, Annuities, Insurance, SDEA deductions-including dues credit and Gross Salary).
26. Teachers will be reimbursed at the state rate for mileage approved by the administration.
27. The School Board will grant a **leave of absence** without compensation and no experience credit for personal illness or injury. The Board may grant a leave of absence for advanced educational training in the teaching profession, as it relates to the teachers' present or future assignment at Tri-Valley, to the end of the next semester or next school term. To be eligible the individual will have completed three (3) full years of employment as a teacher at Tri-Valley. The teacher agrees to pay the School District \$100 to defray advertising and administrative expenses. If the leave of absence is due to illness or injury, the \$100 for advertising and administrative expenses will be waived.

Upon completion of the leave, the teacher will return to the same position held prior to taking leave, unless the Board and teacher agree to another assignment. Upon returning to the system, the teacher will retain previously accumulated sick leave, which is suspended during the leave of absence. The teacher may elect to retain medical insurance for the duration of the leave with the consent of the offering company and with the total cost paid by said teacher.

28. **Professional Transfer Policy:**
  - a. If certified openings (both part and fulltime) become available in the Tri-Valley School District, those openings will be posted in an all staff email before they are advertised, outside of the district, to allow staff members to apply and be considered for the position. In the summer months, an all staff e-mail will be sent. The TVEA will be allowed to make a call through school reach for the purpose of notifying staff of potential openings.
  - b. A certified teacher who desires a transfer to the positions available should submit a written request to the superintendent of schools.

- c. Criteria for approval of a certified teacher transfer request will be made upon the best interests of the school district as determined by the superintendent.
- d. In the event of an open position that requires a transfer, the District shall first take volunteers to transfer to fill the open position. The voluntary transfer criteria will be followed per Section A. In the event of no volunteers, the District will move to an involuntary transfer procedure, outlined in Section B.

#### Section A - Voluntary Transfer Criteria

Assignment or transfer of a Teacher to another school within the District, including newly constructed schools, shall be made by the Superintendent or Designee on the basis of the following criteria, in this order:

- a) Preference will be given to teachers based upon years of experience in the district directly relating to the position of need.
  - i) For example – If a 4<sup>th</sup>-grade teacher was needed at a different building, a 4<sup>th</sup>-grade teacher would be given preference over a 3<sup>rd</sup>-grade teacher.
- b) Certification(s) and endorsements of the teacher regarding the position of need
- c). Length of service in the District
- d). Administrative discretion

#### Section B - Involuntary Transfer Criteria

- 1. Involuntary assignment or involuntary transfer of a Teacher to another school within the District, including newly constructed schools, shall be made by the Superintendent or Designee on the basis of the following criteria, in this order:
  - a) Least number of years in the district directly relating to the position of need.
  - b) Certification(s) and endorsements of the teacher regarding the position of need
  - c) Length of service in the district
  - d). Administrative discretion
- 2. Teachers involuntarily transferred will receive a notice of placement as soon as practical after the placement is made.
- 3. The Teacher shall be given, in writing, the reason(s) for the transfer. In the event that the Teacher questions the reason or feels that he or she was transferred in retaliation for some action, the Teacher may appeal the transfer within two (2) days of receiving written notification of the transfer to the Superintendent. The decision of the Superintendent is final.
- 4. In the event a Teacher is reassigned due to lack of enrollment, he/she shall have an opportunity to be reassigned to his/her original school, in the event an opening occurs prior to the start of the contract year.
- 29. **Early Retirement.** The following terms and conditions will apply to any teacher who elects to apply for early retirement. The window of opportunity for early retirement applications will be from age 55 to age 62.

- a. One teacher will be granted early retirement for each school term subject to approval of the board. Should more than one teacher apply, preference will be given to the oldest applicant. Should the teachers be of the same age and have the same birth date, selection will be by lot. Except approval will be given to all applicants who are the age of 62 by June 30.
- b. The deadline for applying for early retirement, effective the next school term, will be **March 1**. However, the date to be used as the basis for determining the age of the teacher will be **June 30** of the current school term, as it relates to this policy.
- c. Benefits will be paid in June unless mutually agreed upon arrangements are made.
- d. The benefits granted under this policy are given on a one-time basis only.
- e. In order to qualify, the individual must have served the Tri-Valley School District as a full-time teacher for a minimum of thirteen (13) years and attained the age of fifty-five (55) years.
- f. In the event a teacher who has applied and been approved for early retirement benefit dies while all or part of the benefits remain unpaid, such unpaid benefits or part thereof shall be paid to the beneficiary designated in writing by the teacher. In the event that no beneficiary designation has been made, the unpaid benefit will be paid to the estate of the deceased teacher.
- g. The amount paid will be 60% of the teachers' salary or \$32,000 whichever is less, less applicable state and federal taxes, at the time of application, excluding state sponsored teacher development days and extra-curricular stipends. In the event of more than one teacher applying who has reached age 62 and qualified with all other sections of this policy, the \$32,000 will be split amongst these parties equally. For example, two applicants that are age 62 would receive \$16,000 individually less applicable state and federal taxes.
- h. In the event that a qualified early retirement applicant would not receive any financial benefit of this policy due to multiple applicants, that individual will be allowed to withdraw his or her early retirement application until the end of the day on March 2<sup>nd</sup>. *Example: An individual age 56 finds out an individual age 60 has also applied for early retirement. The individual age 56 could then withdraw the application.*
- i. A teacher whose contract is not renewed, or has been given notice of intent to non-renew his/her contract, (except in case of staff reduction) or terminated pursuant to SDCL 13-43-15, is not eligible to receive benefits under this policy. A teacher whose position is eliminated due to staff reduction and who elects to receive benefits under this provision waives all recall rights under the recall policy.
- j. Employees shall be allowed to voluntarily elect early retirement through the South Dakota Retirement System under the SDRS rules. The Board may choose to rehire the employee under conditions agreed upon by all three parties involved (employee, employer, TVEA), ie. salary, sick leave. TVEA agrees to waive the five (5) day posting of positions for employees that are rehired. Employees who are rehired under this option are eligible to receive other retirement benefits from the district stated elsewhere in this agreement.

### 30. Grievance Procedure

#### A. Definitions

The definition of grievance shall be that as identified in SDCL 3-18-1.1; a complaint by a public employee or group of public employees based upon an alleged violation, misinterpretation or inequitable application of any existing agreements, contracts, ordinances, policies, rules or regulations as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract ordinance, policy, rule or regulation is not a "grievance" and is not subject to this section. It is expressly noted that the non-renewal of a

teaching contract of a probationary teacher pursuant to SDCL 13-43-1.1 is not subject to grievance under the local grievance policy.

An "aggrieved person" is the person or group of persons filing the grievance.

"Board" means the School Board of the School District.

"Association" shall mean any association of employees.

"Days" shall mean school days unless otherwise specified.

**B. Principles**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the welfare or working conditions of employees. All parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any member of the administration or with any appropriate representative of the Association at any time. Any employee or group of employees has the right at any time to present a grievance to such person or Board through such channels as are designated for that purpose.

**C. Structure**

It is important that grievances be resolved as rapidly as possible the number of days at each level should be a maximum and every effort should be made to expedite the process. Grievances shall be filed using the forms, which are part of this agreement. A supply of these grievance forms shall be available from the building principal and/or immediate supervisor.

The Association shall designate a grievance representative for the School District.

**Informal Procedures**

If an employee feels he/she has a grievance, the employee shall first discuss the matter with his/her supervisor, principal or other administrator to whom he/she is directly responsible in an effort to resolve the problem.

**Formal Procedures**

**Level One:** School Principal, Immediate Supervisor or Other Administration

1. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, the employee shall submit his/her grievance in writing to the principal or other supervisor to whom the employee is directly responsible within ten (10) calendar days from the time the employee knew or should have known of the circumstances causing rise for said grievance.
2. The administrator, within five (5) days of filing of the grievance, shall render his/her decision in writing to the aggrieved person.

**Level Two:** Superintendent of Schools

1. If the aggrieved person is not satisfied with the decision concerning his/her grievance at Level One, or if no written decision has been rendered within five (5) days, he/she shall within three (3) days after the decision is rendered, or within eight (8) days after his/her filing at Level One, resubmit his/her grievance in writing to the Superintendent of Schools.
2. The Superintendent of Schools shall, within five (5) days from the filing of the written grievance, meet with the aggrieved person for the purpose of resolving the grievance. The superintendent shall, within five (5) days after this meeting, render his/her decision in writing to the aggrieved person.

**Level Three:** Board of Education

1. If the aggrieved person is not satisfied with the decision of the grievance at Level Two, or if no written decision has been rendered within five (5) days thereafter, he/she shall resubmit the grievance to the Board.
2. At its next meeting, or at a time mutually agreed upon by the parties, the Board shall hear the matter giving rise to said grievance. The Superintendent and employee shall be present at the executive session held relative to said grievance and shall have the right to be represented at said hearing. The Board shall issue its decision, in writing, within ten (10) calendar days of the meeting.

**Level Four:**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no written decision has been rendered within the time period set forth in the preceding paragraph, he/she may, within thirty (30) working days after receipt of the written decision is due, appeal to the South Dakota Department of Labor to hear the appeal and/or render any particular decision.

**D. Time Limits**

The time limits above may be extended by mutual agreement, in writing, by the aforementioned parties.

**31. Nursing/Pumping Mothers-** The Tri-Valley School District will adhere to state and federal laws in regard to nursing/pumping mothers. The employee shall provide reasonable notice to her supervisor/building principal that she intends to express milk in order to allow the supervisor sufficient time to make arrangements necessary to comply with this policy. An employee shall be allowed break times to express breast milk for her nursing child for 1 year after the child's birth. Employees may need, but are not limited to, 2-3 fifteen minute breaks each 8 hour day for this purpose. If additional breaks are needed the employee should discuss the need with the supervisor and/or a Human Resources representative.

**Lactation Area**

Each institution shall provide at least one room, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. To protect the employee's privacy, the space shall be able to be locked from the inside. A sign shall be provided that the user may place on the door while in use to protect privacy. The space shall include a chair, and an elevated surface to set lactation equipment. Requests for alternative spaces may be considered by the institution on a case by case basis. In these cases, the cost of repurposing the space may be the responsibility of the employee. Repurposing any space must be completed in accordance with institutional design guidelines standards.

The institution is only responsible to clean the space in accordance with their normal cleaning standards. The employee is responsible to clean all appropriate surfaces following each use of the space. The institution will provide an appropriate antibacterial cleaning solution and towels. The employee is responsible for cleaning lactating equipment and to provide the means to store the expressed milk. For public health reasons, public refrigerators may not be used to store expressed milk.

**Notice to Building Principal**

The employee shall provide reasonable notice to her supervisor that she intends to express milk in order to allow the supervisor sufficient time to make arrangements necessary to comply with this policy. The supervisor must take into consideration the immediacy of the employee's needs when making these arrangements. If the employee's supervisor is unavailable due to illness or absence from the workplace, the employee is to provide notice to the Superintendent.

**32. Traveling Between Buildings-**

The district will make accommodations in the schedules of teachers whose assignments include travel to another building in the district. All traveling staff shall have prep time and duty-free lunch.

Teachers who are authorized to utilize their own vehicles to travel between district buildings will be compensated in the following manner:

- 1) Mileage rates that are set at the current state rate by the board each year.
- 2) Proper paperwork requesting reimbursement must be submitted at the end of the month for teachers' driving compensation and the end of the season for coaches' compensation.
- 3) If, because of extenuating circumstances, more travel time is needed, the individual classroom teacher/extracurricular advisor or coach who travels between buildings shall notify both principals, and the principals shall attempt to make the necessary accommodations. If the teacher/advisor/coach is not in agreement with the resolution, the teacher/advisor/coach may appeal to the superintendent.

#### **IV. STAFF REDUCTION/CALL BACK**

In the event that staff reduction, in the opinion of the Tri-Valley School Board, becomes necessary, the Board shall reduce in force or reassign staff in order to achieve the necessary staff reduction in accordance with SDCL Ch. 13-43 and the following guidelines:

1. The Superintendent will communicate to the TVEA President his/her intention to recommend to the board the staff reduction. The TVEA will have 10 calendar days to present possible alternatives, in writing to the Superintendent. Those alternatives will be presented to the board when the Superintendent's recommendations are made.
2. Normal attrition, or possible, early retirement, shall be used to render reduction in force/staff reduction or reassignment unnecessary.
3. Persons that have not attained 'Highly Qualified Teacher' status shall be reduced in force before a fully certified Highly Qualified Teacher who is certified to assume the entire duties of the person not having attained Highly Qualified Teacher status.
4. Teachers who have not achieved continuing contract status in the reduced position, program or course will be released before those who have continuing contract status. When a non-continuing teacher is to be reduced, the board will determine which teacher will be released by using the matters identified in number 5 of this policy.
5. Should a reduction in force still be necessary after the previous guidelines have been followed, the Board hereby establishes the following criteria, not necessarily in order of priority, any of which may be used in determining which professional staff will be affected by staff reduction:
  - a. Student needs
  - b. Financial condition of the district
  - c. Priority of programs
  - d. Program elimination
  - e. Recommendations of administrative staff
  - f. Evaluation records
  - g. Grade levels/subject matter taught in Tri-Valley School District
  - h. Extracurricular assignments in Tri-Valley School District
  - i. Certification and endorsements
  - j. Longevity as certified teacher employed in Tri-Valley School District

- k. Educational background
  - l. State and Federal mandates
  - n. Any other relevant considerations
- 6. Any employee whose contract is non-renewed based on staff reduction pursuant to this policy shall have recall rights to a position which he/she is certified at the time of non-renewal due to staff reduction for a period of two (2) calendar years following the effective date of the non-renewal due to staff reduction. A staff member rehired during this time shall retain his/her position on the salary schedule when they are rehired. The effective date will be June 30th. The teacher(s) whose contract were not renewed due to staff reduction shall be notified, in writing, of vacancies.
- 7. Recall privileges cease when the staff member either voluntarily resigns, takes another teaching position or upon recall fails to give written notice to the District of acceptance of re-employment within ten (10) calendar days of notification to his/her last known address. A teacher on recall status and who takes another teaching position shall inform the Tri-Valley School District within ten (10) calendar days of signing the teaching contract.
- 8. New staff members will not be employed until all staff eligible under 6 and 7 above have been given opportunity for recall.

## V. 2025-2026 HIRING GUIDE

### **BA**

- 0 48,000
- 1 48,300
- 2 48,600
- 3 48,900
- 4 49,200
- 5 49,500
- 6 49,800
- 7 50,100
- 8 50,400
- 9 50,700
- 10 51,000

### **Professional Horizontal Growth**

\*Only the highest level obtained will be used to calculate professional growth.

BA+15 - \$1000

Masters - \$3,500

MA + 15 - \$4,000

Ed.S.- \$5,000

Teachers who are hired with teaching experience above 10 years will be paid \$300 for each additional year allowed.

## VI. EXTRA-DUTY SCHEDULE

### **CATEGORY I** (11%) \$5,280

Head Football  
Head Basketball  
Head Wrestling  
Head Volleyball  
Head Track  
Sports Performance Coordinator  
Head Theatre Director  
Technology Production/Performance Director

### **CATEGORY III** (7%) \$3,360

Asst. Football  
HS Student Council  
Asst. Basketball  
Asst. Wrestling  
Asst. Volleyball  
FFA  
ELL Director and Summer Services  
Asst. Track  
Web Site Developer

### **CATEGORY VI** (4.5%) \$2,160

Assistant Softball Coaches (2)

### **CATEGORY VIII** (3.5%) \$1,680

Quiz Bowl  
Annual  
Gaming Club (2)

### **CATEGORY X** (1.5%) \$720

HS Football Cheer Advisor  
HS Wrestling Cheer Advisor  
HS Basketball Cheer Advisor  
JH FFA advisor  
Destination ImagiNation

### **CATEGORY II** (10%) \$4,800

Pep, Marching, Flag Corp and Jazz Band  
Head Softball Coach

### **CATEGORY IV** (6%) \$2,880

Boys Golf  
Girls Golf  
Assistant Theatre Director  
Cross Country

### **CATEGORY V** (5.5%) \$2,640

9<sup>th</sup> Football  
9<sup>th</sup> Basketball  
9<sup>th</sup> Volleyball  
9<sup>th</sup> Track

### **CATEGORY VII** (4%) \$1,920

JH Football  
JH Play  
FCCLA  
JH Basketball  
JH Volleyball  
JH Track  
HOSA  
Junior Class Advisor  
JH Wrestling  
FBLA  
Technical Theatre Director  
Oral Interpretation

### **CATEGORY IX** (2.5%) \$1200

Archery  
National Honor Society

### **CATEGORY XI** (1%) \$480

MS Student Council  
5/6 Student Council  
Senior Class Advisor

### **CATEGORY XII** (14%) \$6,720

Activities Director

**CATEGORY XIII (9%) \$4,320**

**OTHER**

Driver Education \$28.00 per hour for driving.

All extra duty salaries except for "Other" are based on the base rate of \$48,000 for 2025-2026.

When new positions are created on the extra duty schedule, the Board and Association shall come to an agreement (through a Memorandum of Understanding) on compensation for the new positions prior to the extra duty season or assignment occurring.

**EXTRA-DUTY SALARY SCHEDULE**

- Extra-Duty Salary Schedule based on years of experience.
- Current percentages would increase with years experience at position.

1-3 Years	Current Percentage
4-7 Years	Increase .5%
8-11 Years	Increase 1.0%
12-15 Years	Increase 1.5%
16+ Years	Increase 2.0%

Example: A head coach currently receives 11% of a set figure. Head Coach with 4-7 years of experience would receive 11.5%.