2026-27

AGREEMENT BETWEEN

DOUGLAS SCHOOL DISTRICT 51-1

and

DOUGLAS EDUCATION ASSOCIATION

Discrimination Prohibited

Equal Opportunity Employment

It is the policy of the Douglas School District 51-1 that no employee shall be discriminated against on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status in any program, service or activity for which the Douglas School District is responsible as required by Title IX, Public Law 93- 112, Section 504, and other state and federal laws. Every available opportunity will be taken to assure that each applicant for a position is selected on the basis of qualifications, merit and ability.

Title IX Policy Notification Statement

The Douglas School District does not discriminate in its employment policies and practices, or in delivery of its educational programs or services on the basis of race, color, creed, religion, age, sex, gender, pregnancy, gender identity, sexual orientation, disability, national origin, ancestry or veteran status.

Concerns regarding Title IX of the Education Amendments of 1972 should be directed to Executive Director of Operations & Support Services, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719 (605) 923-0000.

Inquiries concerning the applications of Title VI Civil Rights Act of 1964 may be referred to the Executive Director of Secondary Academics, Douglas School District 51-1, 400 Patriot Drive, Box Elder, SD 57719. (605) 923-0000. Section 504 of the Rehabilitation Act of 1973, as amended, may be referred to the Director of Special Education Services, Douglas School District 51-1, 421 Don Williams Drive, Box Elder, SD 57719 (605) 923-0013.

For additional information contact the Office for Civil Rights, U.S. Department of Education, Office for Civil Rights, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106. Phone: (816) 268-0550; TDD: (800) 877-8339; Fax: (816) 268-0599. Email OCR.KansasCity@ed.gov

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NEGOTIATIONS AGREEMENT

This Agreement made and entered into at Box Elder, South Dakota, pursuant to the provisions of SDCL 3-18-8, by and between the Douglas School District 51-1, hereinafter called District, and Douglas 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 wages, rates of pay, hours of employment or other conditions of employment, and,

WHEREAS, the parties recognize that all 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 wages, rates of pay, hours of employment or 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

Pursuant to the provisions of SDCL 3-18, the Douglas School District 51-1 recognizes the Douglas Education Association as the exclusive formal representative for purposes of negotiations under SDCL 3-18 for all certified teachers who are regularly employed by the Board of Education, excluding those persons designated as administrative personnel. 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" or "employee" shall mean those individuals identified above unless otherwise indicated.

ARTICLE II DISTRICT RIGHTS

In recognizing the Association as the exclusive formal representative as hereinbefore provided, the Board of Education 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 13-8-1, 13-8-39 and 13-10-2.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, 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

A. The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the School District, including the annual financial statement and adopted budget. Nothing herein contained, however, shall require the Central Administrative Staff to research and assemble information requested by the Association.

B. When the agenda of an official meeting of the Board of Education has been prepared and finalized, a digital copy of such agenda shall be made available online for access by the association within a reasonable time.

C. Any authorized representative of the Association and its affiliates shall be free to visit the various places of employment of all of the employees covered by this Agreement at reasonable hours and for reasonable periods of time for the purpose of carrying on his/her duties relating to the Association including those related to the administration of this Agreement, provided that:

1. He/she shall first notify the building principal or other appropriate supervisor of such building who will provide a meeting place for meetings with teachers;

2. There shall be no interference with the conduct of the operations in such buildings; and

3. No teacher shall be consulted when such teacher has direct classroom or other supervisory responsibilities.

Neither the Association, its members nor its representatives shall visit such places of employment for the purpose of collecting Association dues during working hours.

D. Representatives of the Association will be permitted to hold voluntary meetings in school buildings at times outside the school day, provided (1) such requests for meetings do not conflict with previously scheduled staff meetings, and (2) such requests have been submitted on the proper building use form and have been approved by the building principal.

E. The Board shall provide a bulletin board in the faculty lounge of each school building, which may be used by the Association for displaying Association notices and circulars.

ARTICLE IV EDUCATION COUNCIL

A. An Education Council shall be composed of teachers who shall be appointed annually by the Association: two (2) teachers from each of the elementary administrative units/schools, the middle school, and the senior high school, the Superintendent of schools or designee, and five (5) persons designated by him/her annually.

B. Unless the members of the Council otherwise agree, the Council shall meet at least once per month during the school year to discuss items not covered in the Negotiated Agreement. The first meeting shall be held in September. Meeting dates and protocol for the remainder of the year will be set at that time.

C. The clerical expenses of the Council and its subcommittees shall be paid by the Board of Education.

D. Association representatives on the Council shall be released from school duties for monthly meetings of the Council without loss of salary whenever it is jointly decided to hold such meetings during the school day.

ARTICLE V GRIEVANCE PROCEDURE

Refer to Board Policy GBM-R(N) - Staff Grievances Procedures

See BOE Policy HJN - Housing of Negotiable Items. This continues to be a negotiable item, it is simply being housed in BOE Policy.

ARTICLE VI COMPLAINTS/REQUEST FOR REVIEW

Refer to Board Policy KL-R and Board Policy KL-E(1)(N) - Complaint Procedure and Complaint Report Form.

ARTICLE VII MEDICAL EXAMINATION

A. If at any time there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of the pupils, the Board of Education may require a certification of health. The expense of obtaining additional certifications of health will be borne by the School District.

B. An employee of the Board of Education who is not able to return to duty on the day following ten (10) days of illness or injury may be required to present a certificate of ableness to the principal upon his return to work. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of South Dakota.

C. An employee who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine under the laws of the State. In addition, the employee may be required to provide a medical report secured from the School District's designated physician at the expense of the School District.

ARTICLE VIII INDIVIDUAL TEACHER'S CONTRACTS

A. All individual contracts with instructional personnel employed by the Board, and covered by this Agreement, shall be in writing and signed by the teacher and by the president of the Board of Education and the business manager.

B. Individual teacher's contracts shall include all extra-duty assignments, which are agreed to between the teacher and the Board. Such contracts shall be signed in not less than duplicate, with one copy to be filed in the Personnel Office and one to be retained by the teacher. In the event a teacher desires to be released from an extra-duty assignment but remain in the District in a following year, reasonable efforts shall be made to find a replacement for the extra-duty assignment for the following year.

C. The computation of a teacher's daily wage shall be determined by dividing the teacher's basic salary by the sum total of the days in session and teacher duty days.

D. Payroll distribution will be made on a 10- or 12-month schedule. Whichever pay distribution is chosen will be irrevocable until the following year’s contract.

ARTICLE IX CONTRACT RENEWAL AND CONTINUING CONTRACTS

A. A. Individual contracts for 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 13-43-6.6. Delivery of any notification to the teacher will be implemented according to SDCL 13-43-6.8.

ARTICLE X ASSIGNMENT AND TRANSFER

Refer to Board Policy GCI(N) - Professional Staff Assignments and Transfers

ARTICLE XI DISMISSAL, SUSPENSION, & ACCESS TO PERSONNEL FILE

A. The Board of Education may dismiss any teacher at any time for just cause, including breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district.The Board of Education may non-renew a teacher who is in or beyond the fourth consecutive term of employment as a teacher for just cause, including breach of contract, poor performance, incompetency, gross immorality,

unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district as stated in SDCL 13-43-6.1. If a teacher is terminated for cause, they are no longer entitled to accrued benefits.

B. Whenever the Board contemplates the dismissal of a teacher such teacher shall first be temporarily disengaged from his/her responsibilities, notified in writing of the reasons for such contemplated dismissal and advised that he/she has fifteen (15) days in which to request a hearing before the Board of Education. If no hearing is requested within such fifteen (15) day period, the contemplated dismissal shall become final. Upon written request received within such fifteen (15) day period, an executive session hearing before the Board of Education shall be held at a time and place established by the Board of Education in accordance with the timelines set forth in SDCL 13-43. At such hearing, the teacher shall have the right to hear the evidence against him/her, cross-examine any person who has made charges against him/her and present evidence and testimony on his/her own behalf and shall have the right to counsel of his/her own choosing. Within five (5) days after the hearing, the Board shall render its final decision and notify the teacher of its decision in writing. The teacher shall have the right of appeal as provided in the final step of the grievance procedure. (SDCL 13-43-6.2)

C. No teacher shall be suspended or reduced in rank or compensation without just cause. Any such action may be subject to the grievance procedure.

D. Access to Personnel Files

1. While employed by the Douglas School District, a teacher shall have the right, upon request, to review the non-confidential contents of his/her personnel file (except confidential placement papers) maintained in the central office 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. Once per school year, 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 his/her designee, and if the teacher and the Superintendent or his/her designee agree that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. No material which is derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has received a copy. 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. (Signature of the copy does not imply agreement with the document's contents; it merely indicates that the document's contents have been viewed by the teacher and discussed.) A teacher also has the right to submit a written response to the document. Such responses will be reviewed by the Superintendent or designee and attached to the file copy.

3. The employee's digital personnel file shall contain employment data, credentials, letters/notes of commendation or reprimand, evaluations, and other relevant information.

ARTICLE XII REDUCTION IN PROFESSIONAL STAFF WORKFORCE

It is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff whenever economic necessity or enrollment dictates. A staff reduction occurs when the Board eliminates all or part of an existing position held by a staff member to whom continuing contract rights apply. In the event that the Board of Education determines that staff reduction is appropriate, the following guidelines may be considered:

A. An effort will be made to effect reduction through normal attrition. The Douglas Education Association (DEA) will be notified of the proposed reduction in force and recommendations considered from the DEA in the event that such information is received by administration within twenty (20) days of issuance of the proposed reduction in force.
B. It is anticipated that professional staff to whom continuing contract rights have not yet accrued will have the first eliminated positions.

C. It is anticipated that part time professional staff to whom continuing contract rights have accrued will be eliminated next.

D. In the event the position of a continuing contract teacher is eliminated due to a reduction in force, the Board of Education will determine which continuing contract teacher or teachers will be released, considering the following criteria, as applicable. These criteria are not in rank or order of importance.

1. Seniority;
2. Student and curriculum needs;
3. Teacher evaluations;
4. Competency;
5. Qualifications;
6. Certification;
7. Experience in the area to be taught;
8. Educational background;
9. State and federal mandates;
10. Administrative recommendations.

E. For purposes of consideration of seniority as a factor in the Board's determination for a reduction in force, seniority is determined by the length of service (including approved leaves of absence) with the District and computed in years, months, and days from the date of beginning of the individual's last continued employment. Where two or more continuing contract teachers have the same credited service with the District, seniority between those two shall be determined by total number of years in teaching for which

credit was allowed on the District's salary schedule. Where two or more teachers have the same total net credited service, seniority between them shall be determined by lot.

F. Any reduction in force by the District shall comply with the dictates of SDCL 13-43.

G. For purposes of this reduction in force article only, continuing contract staff professionals who are laid off pursuant to a reduction in force, shall have reemployment preference for a period of two years following the date of layoff. The effective day for layoff pursuant to this article shall be June 30. Any such continuing contract teacher who seeks reemployment under this agreement must notify the District annually in writing such a desire to be considered for reemployment. An annual request for reemployment consideration must be filed in the District administrative office no later than February 1 of each year preceding the year in which reemployment is sought. Such notification shall include documentation of any additional qualifications obtained by the teacher following layoff.

H. Recall privileges cease when a teacher resigns. Recall privileges will also cease in the event the individual, upon being recalled, fails to report within twenty (20) days after mailing of the written notice of the reemployment. Reemployment privileges will not apply to teachers under contract with another school district unless the reemployment is for anticipated positions in the following school year.

I. If more than one staff member is qualified for the position subject to reemployment, the Board shall consider, among other things, the matters identified in Reduction in Professional Staff Workforce, Article 12 (section D), for reemployment purposes.

ARTICLE XIII LENGTH OF SCHOOL TERM

The school term shall be as set forth in the 2026-2027 School Calendar approved by the Douglas School Board.

ARTICLE XIV TEACHING DAY

A. The normal school day shall be seven and one-half (7 1/2) hours of duty in length except on Fridays when it will be seven and one-quarter (7 1/4) hours of duty in length. Normal duty hours are from 7:30 a.m. until 3:30 p.m. Duty hours are exclusive of time necessarily required to perform extra-duty assignments as well as other assigned duties. The actual period of time assigned for such duty hours shall be made by the building principal or other appropriate supervisor and shall be adjusted to meet the needs of the department, division or level (elementary, middle or high school) to which the teacher has been assigned. Reference Board Policy GBN—Staff Flex Time for any adjustments to meet the needs of the individual teacher.

B. When an administrator calls a building meeting that exceeds the normal duty hours, the teachers of that building will be able to adjust the same amount of time on a day mutually agreed upon with the teacher's direct supervisor. This adjustment shall be handled at the building level through the principal's office and will involve only that time outside the regularly scheduled classroom day.
C. All teachers shall be entitled to a minimum of a one-half (1/2) hour duty-free uninterrupted lunch period. However, this minimum may be waived upon a majority vote of the teachers in a particular building in order to obtain a more flexible or workable schedule.
D. Teachers are expected to be in their assigned area or building during their established duty hours unless extra-duty or other assigned duties conflict, or unless necessary school business or an emergency personal need requires their absence for which approval of the building principal has been obtained. On the last scheduled teaching day prior to a holiday and on local, state and national election days, teachers may leave the building fifteen (15) minutes prior to the end of the normal teacher day. On such days, compensation and all leave deductions will be according to Section A above, seven and one-half (7 1/2) hours of duty in length except on Fridays when it will be seven and one-quarter (7 1/4) hours of duty in length.
E. Teachers are expected to attend parent-teacher conferences and open houses as well as meetings called by the building principal and general meetings called by the superintendent. In case of general meetings, a dismissal time shall be designated by the Superintendent or designee. Teachers are expected to attend faculty meetings, which are held in each building, unless they are excused, for valid reason, by the principal. Board Policy GCK.
F. Teachers are expected to serve on committees as necessary. As much as possible, such meetings will be held within the seven and one-half (7 1/2) hour day and volunteers for such committee work will first be sought. Committee assignments will be made with consideration as to the work involved in each particular assignment, and committee assignments will be distributed among the various members of the teaching staff insofar as possible.
G. All activities under the direction and supervision of the School District are considered to be an integral part of the curriculum. Instructional personnel shall accept an equitable share of responsibilities designed to provide a balanced program for the students of the School District. In an effort to achieve equality in the distribution of such responsibilities, assigned duties, such as described below, shall be distributed equitably among suitably qualified staff members. Assigned duties will be made by the building principal.
H. Members of the teaching staff shall receive extra pay only for the extra-duty assignments for which a stipend is provided on the attached Appendix "B". However, additional extra-duty stipends may be developed by the Board of Education during the school year in the event that new programs or activities are implemented. If additional stipends are developed during the school year, they shall be consistent with the amounts provided in Appendix "B", considering the time and nature of the duties involved. Nothing in this Agreement or in the attached Appendix "A" shall be

interpreted as applying to normal assigned duties such as hall supervision, noon duty, playground duty, unlisted club sponsorships, faculty meetings, work on professional committees, parent meetings, individual parent and teacher conferences, class sponsorship, or similar professional responsibilities, duties of a general nature assumed for school parties limited to students in the schools, banquets, baccalaureate, commencement, and community-sponsored clubs. Teachers with extra-duty assignments listed in the attached Appendix "B" will assume their proportionate share of responsibility for assigned duties.

I. No teacher will be required to substitute for an absent teacher except under emergency conditions where a substitute teacher cannot reasonably be obtained. Administration will make an effort to preserve planning time for teachers and to ensure that such assignments shall be made equitably. If a teacher is required to substitute for an absent teacher for any amount of time, then that teacher will be paid $25.00.

ARTICLE XV TEACHER EVALUATION

Refer to Board Policy **GCN - Professional Teaching Staff Evaluation**

ARTICLE XVI LEAVES OF ABSENCE

A. Extended Leave of Absence

A leave of absence without compensation may be granted to certified employees for a period not to exceed one year. Requests for leave must ordinarily be submitted in writing to the Board of Education no later than March 1 during the school year preceding the year in which the leave of absence is desired. Requests received after March 1 may be granted provided, in the judgment of the Board, a suitable replacement can be found. Except in cases of emergency, the request for leave of absence must be submitted at least forty-five (45) days prior to the date upon which the requested leave is requested to begin and must contain the purpose and length of the proposed absence. Request shall be acted upon within a reasonable time, not exceeding forty-five (45) days. A copy of this leave provision shall be given to the employee when a leave is granted.

While on leave a teacher shall have the option to remain an active participant in the state retirement system and the health and dental insurance programs of the School District by paying the entire amount which would have been otherwise paid by such teacher and the School District.

An employee desiring to return from such leave shall give written notice of a desire to return to employment no later than February 1 of the year in which he/she is on leave. If the leave extends for a period of less than one year, the employee shall give ninety (90) days written

notice of a desire to return from such leave at the end of the term thereof. Upon return to work, the district shall place the employee in his/her same position or an equivalent position for which they are qualified. (Equivalent position as it relates to step, lane, and salary with equivalent pay, corresponding benefits and other terms and conditions of employment.)

Scheduled increments, salary adjustment, and other credits are not allowed for leaves of absence.

B. Short Leave Without Pay

The Superintendent of schools or designee may grant leaves of absence without pay to certified teachers for personal reasons. Requests for leave without pay must be approved by the building administrator and must include the reason for the request. All applicable leave must be used before leave without pay is granted when/if applicable; i.e. all sick leave must be used before leave without pay is granted when sick.

C. Professional Leave

The Superintendent of schools or designee may approve a limited amount of professional leave, with or without pay, and with or without expenses, for attendance at meetings of local, state or national professional organizations, workshops, conferences and school visitations, subject to the following considerations:

a. The leave is in the best interest of the Douglas School District and relates to the teacher's professional interests or leadership position in local, state or national educational organizations.

b. The request for leave must be directly associated with educational activities.

c. Applications must be submitted a minimum of seven (7) days in advance and must be approved by the building principal and the Superintendent or designee.

d. Approval for professional leave will be contingent on the availability of sufficient funds. Priority will be given to professional leave applications of faculty members who:

(1) Submit them first;

(2) Hold local, state, and/or national offices in educational professional organizations;

(3) Have not been granted professional leave in excess of five (5) days during the preceding three years.

Upon request of the Superintendent or designee, the employee shall file a report on the activities of the conference with any recommendations.

If a teacher holds a leadership position in a major state educational organization, he/she may be granted up to thirty (30) days of professional leave without pay during each twelve-month period. No expenses will be provided.

D. <u>Association Leave</u>

The Douglas Education Association will be granted five (5) days of association leave for each school year to allow its members to attend South Dakota Education Association or National Education Association conferences and workshops.

a. Members attending conferences and workshops will be chosen by the local association with written approval from the DEA President.

b. The leave is in the best interest of the teacher's professional interests or leadership position in local, state or national education.

c. The request for leave is directly associated with educational activities.

d. Applications must be submitted a minimum of seven (7) days in advance of the conference or workshop.

e. Days will not accrue from year to year.

f. Board sponsored professional leave for association members will not subtract from association leave days.

g. There will be no expense to the District, except for the cost of the substitute, if needed.

h. Seven (7) additional days each school year will be granted to the Association to use for conducting additional Association business at the discretion of the Association. Written notification must be submitted to the Superintendent 5 days prior to the date of leave. Any substitute cost for these additional 7 days will be paid by the Association.

E. <u>Sick Leave</u>

Sick leave is provided to all full-time and half-time certified teachers of the Douglas School District. Sick leave may be taken for personal illness, injury or other physical disability (including pregnancy-related disability) and for illness or death in the immediate family. Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunts, great-aunts, uncles, great-uncles, nieces, nephews, grandparents, the parents/legal guardians and grandparents of the employee's spouse, an individual who is a permanent resident in the employee's home, and any person for whom the employee has specific legal responsibility.

Teachers are required to immediately notify the personnel secretary when sick leave is needed. Whenever possible, they should also notify their immediate supervisor or building principal.

Upon returning from sick leave, the employee shall complete a sick leave application indicating the reason for the absence. The principal or Superintendent or designee may require a physician's statement concerning such absence.

All teachers under contract shall receive on the first day of service each year a total of twelve (12) days sick leave unless they are employed after the beginning of the school term, in which case the sick leave shall be prorated accordingly. These twelve (12) days or less shall represent all the teacher's sick leave for that year, subject to the accumulation provisions hereof.

If a teacher is released or leaves before the termination of the school year, the teacher shall be credited with only that portion of the twelve days determined by the fractional portion of completed service. The final contractual payment shall be reduced by the appropriate number of contractual days pay for any days used over the allotted number.

All unused days earned shall be added to the employee's sick leave reserve at the end of the fiscal year. An unlimited number of such sick days may be accumulated.

An employee who returns to the School District within three years after an absence, and who has not previously qualified for severance pay, shall have all of their previously earned and unused sick leave reinstated.

An employee who willfully violates or misuses sick leave provisions or who misrepresents any statement or condition of the policy shall forfeit all accumulated sick leave and any further right under the policy until reinstated in good standing by the Board of Education.

Upon approval of the Superintendent or designee, a teacher may use up to one work day of accumulated sick leave to attend the funeral of a person with whom the teacher has a close personal relationship, when the individual does not meet the definition of immediate family under this policy. Such leave shall be granted per occurrence.

F. Bereavement Leave

Three (3) days of bereavement leave may be taken for death in the immediate family (as defined above in “E. Sick Leave”), and will not be deducted from the employee’s sick leave allocation. An employee who has exhausted all of their sick leave may request consideration from the Superintendent or designee for two (2) additional days of bereavement leave, for a maximum of five (5) days. This request may be made for up to two (2) occurrences in a school year. Bereavement leave will be granted per occurrence, and will not be accumulated. Sick leave may be taken for extended bereavement leave.

G. Family and Medical Leave

Administration of family and medical leaves of absence will be governed by the provisions of the Family and Medical Leave Act. Reference Board Policy GCBDE—Family and Medical Leave and Administrative Regulation GCBDE-R - Family and Medical Leave Procedures (FMLA)

H. Worker's Compensation

An employee injured in an accident during duty hours must report the incident in writing to the immediate supervisor upon the occurrence of an injury or as soon thereafter as practicable.

1. An employee injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Act of South Dakota.

2. All workers' compensation payments shall be retained by the employee. An employee who has elected to use sick leave and has sufficient leave to cover the time absent from work shall receive his or her regular salary less any amount received for compensation, up to, but not in excess of his or her regular daily rate of pay. Any sick leave used for the period covered by the worker's compensation shall be returned to the employee up to, but not in excess of the amount of the compensation payment.

I. Additional Use of Sick Leave (Court Appearance)

Each employee, upon the approval of the Superintendent or designee, may be granted the privilege of using a maximum of five days sick leave to cover absences due to a required appearance in a court of law, involving no moral turpitude on the part of the employee, in a case in which the employee is a party.

J. Personal Leave

Three (3) days of sick leave may be taken for personal reasons each year, if approved a minimum of two days in advance. One (1) additional day of personal leave shall be granted each year to an employee in their 4th, 5th, 6th and 7th year of employment. No more than seven (7) personal leave days may be used in any one year with the exception of an employee taking an oral or written comprehensive examination to complete a degree.

a. One day of personal leave may be used to extend a scheduled school holiday one time per year, with approval of the building principal.

b. A second day of personal leave may be used to extend a holiday one time in a school calendar year upon approval of the Superintendent or designee.

c. Leave may not be used on the first or last calendar day with students, to extend the Winter Holiday, or during Parent/Teacher Conference Hours.

d. Use of Personal leave is strongly discouraged during In-service Days.

e. Leave may not be requested more than 180 days in advance.

The Superintendent or designee may grant personal leave in emergency situations and the decision to do so is non-precedent setting nor grievable under the terms of this contract.

One (1) additional day of personal leave shall be granted to an employee who is on a professional growth plan with the District to take oral or written comprehensive examinations to complete a degree.

Personal leave cannot be accumulated.

K. Court Witness and Jury Duty Leave - Reference Board Policy GCBDC

L. Military Leave - Reference Board Policy GCBDD

M. Parental Leave

1. Upon written application to the Board, a parental leave of absence shall be granted to a teacher for the birth or adoption of a child. Notice must be given to HR at least forty-five (45) days prior to the date leave is to begin. Current FMLA guidelines will be followed (See ARTICLE XVI, G)

2. If a teacher wishes to extend parental leave beyond FMLA guidelines, they may apply for an Extended Leave of Absence (see ARTICLE XVI, A).

3. A teacher may use up to a maximum of 12 calendar weeks of sick leave (concurrent with FMLA). Available leave must be used for the time out on parental leave.

4. Parental leave is available for both parents.

5. Reemployment rights will follow FMLA guidelines.

6. If a parental leave is not for a period longer than one semester, reassignment shall be without loss of ordinary salary increments, but if such leave is for a longer period of time, 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: (a) the state teacher retirement system by paying the entire amount which would have been otherwise paid by such teacher and the School District; (b) the health and dental insurance program by continuing cost sharing for the first twelve weeks and thereafter by paying the entire amount. The administration of parental leaves shall comply with FMLA guidelines.

N. <u>Sabbatical Leave</u>

1. The Board of Education, upon the recommendation of the Superintendent of schools or designee, may grant a sabbatical leave to qualified personnel for the purposes of study, travel, and for such other purposes as may be approved by the Board of Education.

2. Upon the recommendation of the Superintendent of schools or designee, the Board of Education may grant a sabbatical leave to a contract employee 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 semesters.

3. An employee on sabbatical leave shall receive as compensation during the period of absence one-half (1/2) of his/her regular scheduled salary, not to exceed one-half (1/2) of the master's degree maximum.

4. Compensation shall be paid at the same time as the other employees of his/her professional rank. An employee 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.

5. While on leave a teacher shall have the option to remain an active participant of the state retirement system, and the health and dental insurance programs of the School District by paying the entire amount which would have been otherwise paid by such teacher and the School District.

6. The number of persons given sabbatical leave in any year shall not exceed two 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 School District and the amount of funds available to finance the program. The number of leaves granted shall be distributed throughout the District. If the number requesting sabbatical leave exceeds the number of leaves available as determined by the Board, the selection shall be based upon:

   (a) The estimated value of the plan to the individual and to the District.

   (b) The amount of seniority.

   (c) The length of time since the last sabbatical leave.

7. An employee who receives a sabbatical leave shall agree to return to service with the Board of Education for a period of two (2) years. The employee who fails to return to the District upon completion of his /her sabbatical leave shall refund compensation paid to him/her during the leave.

8. The employee, upon returning from sabbatical leave, shall be restored to his/her former position or to one of at least comparable status.

9. The employee, upon return from sabbatical leave, shall make such reports as may be designated by the Superintendent or designee.

ARTICLE XVII SICK LEAVE BANK

Eligible certified personnel (including administrators and directors) employed in a certified position working a minimum of half time and at least 6 months a year who are in their second consecutive contracted year of employment by the District will be given the opportunity to enroll in a voluntary sick leave bank under the following conditions and provisions:

A. Each participating certified employee shall contribute one day of his/her sick leave per year for the first three years of participation and one-half day per year for each successive year to the bank. The deadline for sick leave bank enrollment shall be on September 15 of the employee's year of eligibility. Eligible certified employees declining to become participants in the bank shall be ineligible for participation until the next open enrollment date. Once enrolled in the sick leave bank, the employee will remain an active member with automatic deductions made from their sick leave account each year unless requested in writing to the Personnel Office to be dropped from the bank.

B. When the total balance of days in the bank exceeds 600 days, members will not be deducted the one-half day per year after the first three years.

C. This pool is for the protection of individual participating certified employees whose personal long-term extended illness or disability causes an absence from regularly assigned duties. Participants may request the use of the sick leave bank once per (a) (school year) or (b) (illness/disability). Once a participating certified employee has exhausted their accumulated sick leave and met the sick leave bank eligibility criteria, they may immediately begin drawing up to 25 days of sick leave from the bank. Use of pool days by participants shall not be limited to the school year in which the long-term extended illness or disability began. If additional sick leave days are earned at the start of a new school year, those must be exhausted prior to using remaining sick leave bank days.

D. The dates of personal physical disability as defined in Article XVI, Section E, for which payment under the sick leave bank is claimed shall be verified by a doctor.

E. Administration of the bank will be handled by the District Personnel Office. All requests for use of the sick leave bank must be submitted in writing to the Personnel Manager and must be approved by the Superintendent of Schools or designee. The request must be supported by a written statement from the certified employee's personal

physician that states the specific long-term extended illness or disability causing the absence and the duration of the absence. The absence for which pool days are requested must be of such 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 pool days.

F. Employees withdrawing days from the bank are not required to replace these days except as a regular contributing member in the bank. An employee resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required shall not be able to withdraw previously contributed days.

G. 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.

H. Remuneration from the bank shall be based on the per diem rate for the individual participant for the applicable school year as computed under Article VIII, Section C of this Agreement.

I. Open Enrollment will occur in September every 5th year (i.e. September 2025; September 2030; September 2035, etc.)

J. Upon requests of the Association (not more often than quarterly), the Personnel Office shall report the status of the bank, including the balance of days in the bank. The Business Manager shall conduct an annual audit of the sick leave bank.

K. A classified employee who is a qualified member of the classified employee sick leave bank and moves to a certified position, may join the certified sick leave bank at the same standing as when he/she left the classified sick leave bank.

L. Donations outside of the sick leave bank (building or department) are not allowed.

ARTICLE XVIII INSURANCE PROGRAM

A. <u>Health and Life Insurance</u>

The Board of Education shall provide a group hospitalization and surgical insurance plan for all eligible teachers electing to be covered by such insurance, the coverages and terms of such insurance plan to be mutually agreed upon by the Association and the Board of Education.

For those employees electing to be covered, such plan shall include: $10,000 term life insurance coverage for employees, $6,000 for employee's spouse, and $2,000 for each

dependent child; or the employee may elect to increase such coverage to $30,000 term life insurance coverage for employees. However, the cost of such increased coverage will be at the employee's expense.

The contribution of the Board to such insurance plan shall be $624 per month for a family (employee and qualified dependents) plan, $624 per month for a single (employee only) plan, $624 for an employee + dependent(s) plan, and $624 for an employee + spouse plan. If any plan costs less than the $624 the Board contributes, the remaining amount shall be contributed to an eligible Health Savings Account (HSA), if available. No employee shall receive a combined benefit for health insurance and a contribution to an eligible HSA that is greater than $624 per month. All employees shall be free to elect the family plan, employee + dependent(s) plan, employee + spouse plan, the single plan, or may elect to have no coverage under the plan.

B. Dental Insurance

The Board of Education agrees to provide group dental insurance for each full-time and half-time employee (single coverage). Individual employees shall have the option of adding dependent coverage at their own expense, by completing in writing an authorization for payroll deduction.

The coverage and terms of the group dental plan shall be determined by the Board of Education and shall be set forth in the Master Policy on file in the District Business Office.

ARTICLE XIX SEPARATION PROGRAM

SEVERANCE PLAN

A. Upon retirement or upon death (having reached the age provided herein and having the corresponding number of years of employment), such teachers will be paid for one-half of their accumulated sick leave.
B. Any teacher (as designated above) having reached the minimum age of forty-five (45) years and having been employed in the Douglas Schools for the minimum of ten (10) years shall be paid one-half of his or her accumulated sick leave upon terminating his or her employment in the Douglas Schools. If resignation occurs during the school year, such resignation must be appropriately approved.
C. The amount of sick leave pay under this policy will be determined by the average of the employee's daily rate of pay over the five-year period immediately preceding retirement. Such payment will be made with the final check following the effective date of retirement.

VOLUNTARY SEPARATION PLAN

A. Full-time certified employees, upon written application and approval by the Superintendent of schools or designee, may participate in a voluntary separation program. In case of death, where the individual qualifies and has been approved by the Board for voluntary separation, all benefits will be paid according to Board Policy and/or Negotiated Agreement in one lump sum.

1. The total amount of voluntary separation benefits paid in any one fiscal year shall not exceed 2% of the budget for certified instructional salaries in that year.
2. In the event applications exceed funds available under the 2% limitations, consideration for voluntary separation benefits will be based upon (1) years of service at Douglas School District, (2) Authorization to Hire date, (3) highest level of education, and finally (4) the date the application is received by the board secretary or his/her designee.
3. Should there be undistributed funds available, but not in excess of 2% of the budget for certified instructional salaries in that year, the sum may be offered as a Voluntary Separation benefit to the next qualified applicant, as per B1 and B2 below. The teacher may accept these remaining funds or may apply for consideration the next school year.

4. Should extra funds be made available after the application submission date, consideration will be given to applicants through a first come/first serve scenario with preference to those who meet the seniority years of service requirement.

B. Program Eligibility and Provisions

1. Eligible employees must have at least thirty (30) years of service in the District. The calendar year applicable to this policy shall be from July 1 through June 30.
2. Applications must be submitted in writing by September 1 of the elected school year of separation and the Board will approve voluntary separation applications at the next Board meeting. Approval of an employee's application for the voluntary separation program will be considered a voluntary resignation and termination of the employee's continuing contract. If an applicant is not approved for voluntary separation, they may, in writing to the Board, recall the application, no later than January 1.
3. Program benefits will be paid as follows:
   After applying a, one of the following options (b, c, or d) is to be selected by the employee:
   a. If deemed eligible for the SDRS Special Pay Plan, the maximum amount eligible will be deposited into the SDRS Special Pay Plan. To be eligible, each of the following provisions must apply:
      i. An employee is age 55 or has reached the first day of the calendar month prior to the employee's 55th birthday; and
      ii. An employee is receiving special pay of $600 or more.

b. Any funds not eligible for the SDRS Special Pay Plan may be deposited into the SDRS Supplemental Retirement Plan and/or an eligible 403b with the final payment of the elected year of separation. Any remaining funds (greater than the amount deposited into a. and b. above) will be paid in a single payment included in the final payment of the elected year of separation; OR

c. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the school year following the elected year of separation; OR

d. Any funds not eligible for the SDRS Special Pay Plan may be paid in a single payment on January 21 during the three (3) school years following the elected year of separation.

4. Employees on leave of absence, excluding those leaves that are related to personal illness, are not eligible to participate in this program.

5. Only certified staff reimbursed on the salary schedule contained in this Agreement (Appendix "A") are eligible.

6. Employees hired for the 2017-18 school year and thereafter are not eligible for this program.

7. Employees must notify the Business Office of choice b, c, or d by April 1.

C. Payment Formula

The voluntary separation payment is calculated by taking 5% of the current salary multiplied by the number of full years (up to a maximum of twenty years) service in the District. "Current Salary" shall be defined as the annual salary for certified full-time positions as defined by the salary schedule (Appendix "A"). "Current Salary" does not include extra-duty pay, contract extensions, or other payments above the amounts specified by the salary schedule. The maximum amount of payment eligible in this program is limited to $60,000 per employee.

ARTICLE XX SALARY AND TEACHER CLASSIFICATION

A. <u>Salary Schedule - General Provisions</u>

1. The salary schedule shall be in accordance with the attached Appendix A. All teachers shall be paid in accordance with the provisions of Appendix A. New base is $**54,000**.
2. Individuals will be placed on the schedule at the levels warranted by their training, experience, position, and classification, which may include area of specialization pay. Changes in assignment during the school year shall result in corresponding salary adjustments appropriate to the new position.

3. With respect to the annual automatic incremental increases as set forth in the salary schedule a teacher must teach for at least eighty-five (85) work days in the Douglas Schools to be entitled to the incremental increase for the following year.
4. The deadline for submitting transcripts for lane changes is June 30 effective the following school year. The documents must be in the Personnel Office by June 30th so that payroll adjustment can be made.

B. <u>Experience Increments</u>

1. Professional employees new to Douglas School District may receive up to seven (7) years of credit on the salary schedule for approved teaching experience outside the school district. Partial years of experience may be combined to qualify for a full year of experience. In addition a single partial year, consisting of at least eighty-five (85) worked days may be counted as a full year of experience. Additional credit will be granted for any previous experience acquired in the Douglas School District not to exceed a total of seven (7) years experience credit. Individuals pursuing new career paths in teaching may receive up to 3 years of work related experience in their desired teaching area. Applicable education experience in their teaching area may also be considered. Retire/rehire teachers begin at Step 0.
2. Previous teaching experience for which credit is given from districts other than Douglas must be verified by the teacher.
3. New employees receiving extra-duty allowances identified in Appendix B may be granted a maximum of 7 years credit on the schedule for comparable prior experience. Verification of experience is the responsibility of the employee.

C. <u>Master's Degree Requirements</u>

To qualify for the master's degree allowance, a teacher must have his/her graduate training in areas applicable to the areas of his/her professional responsibility. If a master's degree is in an educationally related field such as guidance or administration, a teacher may receive the master's degree allowance upon approval of the Superintendent or designee of schools.

D. <u>Master's Plus Thirty / Master's Plus Forty-Five Requirements</u>

1. To qualify for the Master's Plus Thirty / Forty-Five semester hours allowance, one half of all hours taken after July 1, 1989, must be graduate. All hours must be taken subsequent to receiving the Master's Degree and must be approved by the Superintendent of schools or designee in terms either of the candidate's assignment and major responsibility or in terms of anticipated staffing needs of the School District.
2. Programs proposed by individuals currently employed by the Douglas School District must be reviewed and approved in advance by the Superintendent or designee to be sure they can be recognized.

3. Credit earned through participation in in-service programs financed by the School District do not count toward the Master's Plus Thirty or Master's Plus Forty-Five status on the salary schedule.
4. Credit earned after July 1, 2001, for MA+45 employees in the Ed. Spec Degree or Masters +45 column will be reimbursed up to MA+60 hours as per Article XX, Section F.

E. <u>Areas of Specialization Pay (PROFESSIONAL GROWTH PLANS)</u>

1. To receive any area of specialization pay, an employee must have a previously approved Professional Growth Plan. This plan should be submitted on Form S-196 and include:

   a. The overall objectives.

   b. How the above objectives relate to his or her employment in the Douglas School District.

   c. The courses and credit hours proposed to be taken.

   d. The majors or minors obtained or affected by the additional credits.

   e. The institution to be attended to obtain this training and/or the next higher degree.

2. Staff members who have received area of specialization pay in previous years must include all previously approved courses for area of specialization pay in their plan.
3. In previously approved areas of specialization, professional employees may earn $50.00 per semester hour. Payment will be made only when ten (10) semester hours have been accumulated beyond the Bachelors or Masters degree. Payment for hours acquired beyond the initial ten (10) will be accumulated and paid annually.
4. Staff members who have received previously approved area of specialization pay and have attained the next highest degree, may continue their plan without interruption of payment as long as courses to be taken were previously approved.
5. Within the first forty-five (45) days of employment, new staff may submit a Professional Growth Plan including previously earned credits beyond the date of their degree. Acceptance of such credits will be at the discretion of the Superintendent of schools or designee.
6. The accumulated amount will be added to the employee's contract each year until qualifying for the next higher degree. The employee’s total calculated salary, including area of specialization pay, shall never exceed the total salary amount of the next highest degree on the district salary schedule Appendix A.
7. Payment for area of specialization pay will be made in lump sum payments. Payments will be made on the 7th of October for those courses taken and submitted on official transcript to the Personnel Office by August 31st. Payment will be made on the 21st of June for those courses submitted on official transcript to the Personnel Office by the

last day of school. (Such courses must be approved by the Superintendent or designee of schools.)

8. When the School District expends funds for in-service programs and credit is earned by participants, such hours will not qualify for area of specialization pay.

F. <u>AOS Phase Out Process</u>

1. Effective July 1, 2024, Douglas School District will begin phasing out the Area of Specialization (AOS) program.

    a. Employees who have already been approved for AOS payments will continue to receive their payments as per the existing policy for a period not to exceed 4 years (2027-2028 School Year).

    b. Employees currently enrolled in qualifying courses and who have already included these courses on an existing Professional Growth Plan will receive AOS payments as per the existing policy for a period not to exceed 4 years (2027-2028 School Year).

    c Only NEW coursework will be added to EXISTING Professional Growth Plans for a period of not longer than 4 years. The deadline to submit transcripts is June 30, 2028.

    d. No NEW Professional Growth Plans for AOS payments will be accepted after June 30, 2024.

    e. Employees hired for the 2024-2025 School Year and thereafter are not eligible for the AOS Program.

    f. ALL employees enrolled in an active Professional Growth Plan must submit an AOS Finalization Plan before June 30, 2025 that details the employee's intended progression to the next lane (if applicable). Employees on the Bachelor's lane who do not intend to progress to the Master's Lane or further may request an exemption on the AOS Finalization Plan. Employees already on M45 +15 are not required to submit any additional information.

    g. Acceptance of any credits will be at the discretion of the Superintendent of Schools or designee.

    h. A new AOS M45 Step 13 will be created. Only current participants in the AOS Program (as of June 30, 2024) will be considered for eligibility on AOS M45 Step 13 under the circumstances outlined below. As per the Salary Schedule, each step is $750. Any employee moving as described below will have current AOS pay removed from their contract:

2. Employees on M45, Step 12 who have earned 15 additional AOS credits will be placed on AOS M45 Step 13.

3. Employees on M45, Step 12 who are NOT yet on Step 12 but who have earned 15 additional AOS credits will be given TWO steps for the 2024-2025 School Year (one step for AOS Pay and one step for movement) and will be eligible for AOS M45 Step 13 when they reach that benchmark.

4. Employees on M45, Step 12 who have NOT yet earned 15 additional AOS credits will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement. At the time all necessary credits are earned, individuals will be placed on AOS M45 Step 13.

5. Employees on M45 who are NOT yet on Step 12 and who have NOT yet earned 15 additional AOS credits will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement. At the time all necessary credits are earned, individuals will be given TWO steps the following contract year (one step for AOS Pay and one step for movement) and will be eligible for AOS M45 Step 13 when they reach that benchmark.

5. Employees on M45 who have not completed all 15 AOS credits prior to the end of the 4-year period (2027-2028 School Year) will have current AOS pay removed from their 2028-2029 contract and will not be eligible for AOS M45 Step 13.

6. Employees not yet on the M45 Lane will be given a period, not to exceed 4 years (2027-2028 School Year) to complete all credits necessary to qualify for AOS M45 Step 13 movement, including lane movement. At each lane change, previous AOS payment will be removed from the contract, and the employee will start accumulating credits again at each new lane. Employees who have not completed all credits necessary prior to the end of the 4-year period (2027-2028 School Year) will have any AOS pay removed from their 2028-2029 contract and will be eligible for AOS M45 Step 13 if/when they reach that benchmark.

Employees are encouraged to consult with the Personnel Office for further clarification or assistance regarding the phasing out of the AOS program.

G. <u>Academic Study/Tuition Reimbursement Program</u>

Using a portion of the savings from the AOS Program, the District will set up a new account and process to encourage Employees to advance their education toward a new lane/degree. Employees may only be enrolled in one program (current AOS Program OR new Academic Study/Tuition Reimbursement Program) at a time.

1. A pool of $5,000 will be allotted to academic study/tuition reimbursement for the 2026-27 school year.

2. 2026-27 classes eligible for reimbursement will be Summer 2026, Fall 2026 and Spring 2027.

3. Classes must be part of an advanced degree program (Masters, Specialist, or Ed. D) or part of an approved program toward obtaining additional certification (mutually agreed upon as beneficial to staff member and the district).
4. A copy of the teacher's program or plan of study will be filed with the Superintendent.
5. The teacher will complete an "Academic Study/Tuition Reimbursement" form prior to enrolling in the course.
6. Copies of the transcripts or grade cards will serve as proof that classes were successfully completed.
7. Reimbursement requests will meet the following criteria:
    a. Transcripts must be submitted by May 31st for reimbursement on June 30th.
    b. Reimbursements will be based upon the number of hours taken by all staff. (i.e. Cumulative staff hours taken = 50; $5,000 pool / 50 hours = $100/credit hour reimbursement.)
    c. Reimbursement will not exceed $150/credit hour.
    d. Each credit hour will only be reimbursed one time.

H. Payment of Salary

Payroll distribution will be made on a 10- or 12-month schedule. Whichever pay distribution is chosen will be irrevocable until the following year's contract. All payroll distributions will be deposited automatically into the employee's designated account.

If the 7th or 21st of the month falls on Saturday or Sunday, salary payment should be made on the Friday before. If the 7th or 21st falls on a holiday, salary payment should be made on the day before.

I. Extra- Duty Contract Payments

Extra-duty contract payments will be paid as part of the employee's elected semi-monthly contractual amount unless requested as a lump sum payment. Lump Sum payment will be issued upon verification of the completion of the extra-duty assignment by the appropriate administrator, and will be included in the employee's payment following this verification.

ARTICLE XXI MILEAGE

Teachers who may be assigned to more than one building and are required to use their own vehicles for such travel, and teachers on approved professional leave allowed for travel, shall be paid mileage for such travel at the rate established in Board of Education Policy GCLA.

ARTICLE XXII PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

A. The District shall deduct dues from the salaries of teachers for continuing membership in the United Teaching Profession Association, South Dakota Education Association, and the National Education Association, 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 letter. In the event of a revocation submitted after October 1 of any year, the remainder of that year's dues and contributions shall be deducted from the teacher's next paycheck and transmitted to the Association.

B. At least forty-five (45) days prior to the beginning of the school year, the Association shall certify to the Board, in writing, the current rate of membership dues of each UTP organization named above. If an organization changes the amount of its membership dues, the Association will give the Board forty-five (45) days written notice prior to the effective date of such change, and such change shall be effective only upon written assurance by the Association to the District that such additional amounts are regular dues duly approved in accordance with the constitution and bylaws of the appropriate organization.

C. Semi-monthly deductions will be made in twenty (20) equal consecutive installments commencing with the first payroll period in October so that all dues will have been deducted by the end of the twentieth semi-monthly pay period thereafter. As for authorizations which are received by the District's Payroll Office after the first payroll period in October, deductions will be prorated over the remaining deduction period referred to above. The Board shall not be required to honor for a current semi-monthly deduction, any authorizations that are delivered to the District's Payroll Office later than the last working day prior to the distribution of the payroll for which the deductions are to be made. Such deductions shall commence with the next following payroll disbursement.

D. In accordance with the provisions of the Dues Authorization form and provided that such authorization is unrevoked at the time, all remaining unpaid dues shall be deducted from the final paycheck of a teacher leaving the employment of the District before the end of the school year.

E. Authorized deductions shall be remitted to the Association no later than the first day of each month following such deductions.

F. Previously signed and unrevoked written authorizations shall continue to be effective as to teachers reinstated following an unpaid absence not exceeding ninety (90) days. Previous authorizations of other teachers reinstated shall not be considered to be effective.

G. 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 XXIII STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Assault Upon Teachers

1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such report shall be reduced to writing by the teacher as soon as reasonably possible.
2. Such notification shall be immediately forwarded to the Superintendent or designee, and following the incident, the Superintendent or designee and the teacher shall comply with any reasonable request from the other for information in their possession relating to the incident or the persons involved.

B. Disruptive Students

1. 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, together with a statement of the reason for such referral. In such cases, the teacher shall confer on the same day with the principal or his/her designee who, if necessary, shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following day, a conference between himself/herself and the teacher and any other appropriate persons to discuss the problem and to decide upon appropriate steps for its resolution.

ARTICLE XXIV MATTERS NOT COVERED

With regard to matters and Board policies not covered by this Agreement, it is understood that such matters and policies are management prerogatives which may be continued, discontinued or changed by the sole discretion of the Board.

ARTICLE XXV MISCELLANEOUS PROVISIONS

A. Copies and Posting of Agreement

On or before the commencement of the 2026-27 school year, each teacher will be provided with an electronic copy of this Agreement via the District website.

B. <u>Savings Clause</u>

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, 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 meet immediately and negotiate a substitute provision.

ARTICLE XXVI
EFFECTIVE DATE; DURATION OF AGREEMENT; AND NEGOTIATION PROCEDURES

This Agreement shall be effective as of the 10th day of August 2026, and shall continue in full force and effect until the beginning of the school term in 2027, and shall continue in effect from year to year thereafter, provided, however, that if either party desires to amend or terminate this Agreement, such party shall give written notice to the other party of such desire, which notice shall be served by either the Board or the Association upon the other no sooner than February 1, 2027, and no later than February 15, 2027. In the event such notice is given, all amendments to the Negotiated Agreement proposed by either party will be brought forward through the negotiations procedure and timelines as agreed upon by both parties. All other provisions of this Agreement shall automatically continue in full force and effect for the next succeeding year, subject, however, to the provisions of Article XXV B, hereof. Negotiations shall then commence and proceed as mutually agreed to by the parties. Negotiations shall be governed by the provisions of SDCL 3-18 as they now exist or as they may be amended from time to time by legislative process.

Dated at Box Elder, South Dakota, this 10th day of August 2026.

DOUGLAS EDUCATION ASSOCIATION DOUGLAS SCHOOL DISTRICT 51-1

BY: _____ BY: _____

Co-President: Amy Rowe

President, Board of Education
Tanya Gray

_____

Co-President: Jennifer Stelzig

APPENDIX A

DOUGLAS SCHOOL DISTRICT
2026-27 APPROVED CERTIFIED SALARY SCHEDULE

Experience Step	Bachelors Degree	Masters Degree	Masters +30	Ed Spec Degree or Masters + 45
0	$54,000	$59,000	$64,000	$69,000
1	$54,750	$59,750	$64,750	$69,750
2	$55,500	$60,500	$65,500	$70,500
3	$56,250	$61,250	$66,250	$71,250
4	$57,000	$62,000	$67,000	$72,000
5	$57,750	$62,750	$67,750	$72,750
6	$58,500	$63,500	$68,500	$73,500
7	$59,250	$64,250	$69,250	$74,250
8	$60,000	$65,000	$70,000	$75,000
9	$60,750	$65,750	$70,750	$75,750
10	$61,500	$66,500	$71,500	$76,500
11	$62,250	$67,250	$72,250	$77,250
12	$63,000	$68,000	$73,000	$78,000
13	$63,750	$68,750	$73,750	$78,750
AOS14				$79,500

EXTRA-DUTY AND OTHER ALLOWANCES

The following conditions govern the extra-duty allowances identified below:

1. Extra-duty allowance shall be considered negotiated through the 2026-27 school year.
2. A maximum of seven (7) years out-of-district experience may be granted to new employees for comparable experience. Verification of experience is the responsibility of the employee.
3. All supervising personnel are expected to properly identify and distribute materials and equipment to student participants and to keep an accurate accounting of who has such materials and equipment. At the termination of that activity, the supervising personnel are to collect materials and equipment within two (2) weeks after the termination of the activity. At that time, they shall also submit an inventory of materials and equipment with a purchase order request for additional or replacement materials for the ensuing year.
4. Extra-duty contract payments will be paid as part of the employee's elected semi-monthly contractual amount. However, at the time the contract is signed, individuals may elect to receive a lump sum payment. Such payment will be issued upon verification of the completion of the extra-duty assignment by the appropriate administrator.
5. *Competitive Dance and *Competitive Cheer contracts will stipulate they have separate practices or a different coach than Football and Basketball Cheer.

COMPENSATION FOR ATHLETIC/ACTIVITY FUNCTIONS

Certified staff who assist at athletic/activity functions shall be paid at the following rates:

- Middle School - $15.00 per hour
- High School - $15.00 per hour
- Intramurals - Moved to Category 8 (minimum of 35 hours)

All certified staff shall be given an opportunity to assist at these functions before assignments are made.

CATEGORY 8 – INTRAMURALS

The following are considered “Intramurals” and will be reimbursed on Appendix B – Category 8:

1. 1. Elementary Basketball (Girls)
2. 2. Elementary Basketball (Boys)
3. 3. Elementary Volleyball (Girls)
4. 4. 6th Grade Basketball (Girls)
5. 5. 6th Grade Basketball (Boys)
6. 6. 6th Grade Volleyball (Girls)

To be reimbursed as an intramural coach, the coach must spend at least 35 hours with students during the “season”.

APPENDIX "B"
2026-27
High School, Middle School, Elementary

Exp		CAT 0	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8
		13.20%	11.40%	8.20%	6.40%	5.95%	4.55%	3.65%	3.20%	2.30%
0	$54,000	$7,128	$6,156	$4,428	$3,456	$3,213	$2,457	$1,971	$1,728	$1,242
1	$54,750	$7,227	$6,242	$4,490	$3,504	$3,258	$2,491	$1,998	$1,752	$1,259
2	$55,500	$7,326	$6,327	$4,551	$3,552	$3,302	$2,525	$2,026	$1,776	$1,277
3	$56,250	$7,425	$6,413	$4,613	$3,600	$3,347	$2,559	$2,053	$1,800	$1,294
4	$57,000	$7,524	$6,498	$4,674	$3,648	$3,392	$2,594	$2,081	$1,824	$1,311
5	$57,750	$7,623	$6,584	$4,736	$3,696	$3,436	$2,628	$2,108	$1,848	$1,328
6	$58,500	$7,722	$6,669	$4,797	$3,744	$3,481	$2,662	$2,135	$1,872	$1,346
7	$59,250	$7,821	$6,755	$4,859	$3,792	$3,525	$2,696	$2,163	$1,896	$1,363
8	$60,000	$7,920	$6,840	$4,920	$3,840	$3,570	$2,730	$2,190	$1,920	$1,380
9	$60,750	$8,019	$6,926	$4,982	$3,888	$3,615	$2,764	$2,217	$1,944	$1,397
10	$61,500	$8,118	$7,011	$5,043	$3,936	$3,659	$2,798	$2,245	$1,968	$1,415
11	$62,250	$8,217	$7,097	$5,105	$3,984	$3,704	$2,832	$2,272	$1,992	$1,432
12	$63,000	$8,316	$7,182	$5,166	$4,032	$3,749	$2,867	$2,300	$2,016	$1,449
13	$63,750	$8,415	$7,268	$5,228	$4,080	$3,793	$2,901	$2,327	$2,040	$1,466

Extra-duty salary will be based on the same step of the Bachelor column of the adopted salary schedule as years of experience in coaching, i.e.
If a teacher has no experience in that activity he/she will be placed on Step 0; one year of experience will be placed on Step 1; etc.

Category 0
A - HS Hd Football
B - HS Head Track
C - HS Head Wrestling
D - HS Head Basketball
E - HS Head Volleyball

Category 1
A - HS Hd Golf Fall
B - HS Hd Golf Spring
C - HS Band
D - HS Hd Cross Country
E - Competitive Dance
F - Competitive Cheer
G - HS Head Soccer
H - AFJROTC
I - HS Drama Fall Play
J - HS Drama Spring Play
K - One Act Play
L - HS Hd Debate

Category 2
A - HS Asst Football
B - HS Asst Baskteball
C - HS Asst Cross Country
D - HS Asst Wrestling
E - HS Asst Track
F - HS Asst Volleyball
G - HS Asst Soccer

Category 3
A - MS Hd Football
B - MS Hd Basketball
C - MS Hd Wrestling
D - MS Hd Track
E - MS Hd Volleyball
F - MS Hd Cross Country
G - HS Hd Drill Team
H - HS Annual Advisor

Category 4
A - MS Drill Team
B - HS Chorus
C - HS Hd FB Cheerleading
D - HS Hd BB Cheerleading
E - Oral Interpretation
F - HS Student Council
G - MS Drama Fall Play
H - MS Drama Spring Play
I - HS Asst Drama Fall Play
J - HS Asst Drama Spring Play
K - Asst One Act Play
L - HS Asst Debate

Category 5
A - MS Asst Football
B - MS Asst Wrestling
C - MS Asst Track
D - HS Newspaper
E - MS Asst Volleyball
F - MS Asst Basketball
G - MS Asst Cross Country
H - HS Summer Weights

Category 6
A - ES Chorus
B - MS Chorus
C - MS Band
D - MS Asst Drama Fall Play
E - MS Asst Drama Spring Play
F - HS Asst Fall Cheerleading
G - HS Asst BB Cheerleading
H - MS Asst Cheerleading
I - HS Asst Dance

Category 7
A - HS Knowledge Bowl
B - MS Knowledge Bowl
C - MS Student Council
D - MS Newspaper
E - MS Annual
F - National Honor Society
G - Youth 2 Youth
H - HS/MS Robotics Advisor
I - HS Asst Student Council
J - MS Math Counts
K - E-Sports

Category 8
A - ES Asst Chorus
B - MS Asst Chorus
C - Intramurals (35 Hrs Min.)
D - Educators Rising