FY2023-28

COLLECTIVE BARGAINING

AGREEMENT BETWEEN THE SCHOOL BOARD OF THE

SIOUX FALLS SCHOOL DISTRICT 49-5 AND THE

SIOUX FALLS EDUCATION ASSOCIATION

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COLLECTIVE BARGAINING

AGREEMENT BETWEEN THE SCHOOL BOARD OF THE

SIOUX FALLS SCHOOL DISTRICT 49-5 AND THE

SIOUX FALLS EDUCATION ASSOCIATION

Part I: Pre-K - Grade 12

The Sioux Falls School District 49-5 and the Sioux Falls Education Association agree:

Article I - Agreement

Section A - Recognition Agreement

The Board hereby recognizes the Sioux Falls Education Association as the sole and exclusive representative of the counselors, classroom teachers, speech therapists, social workers, school nurses, librarians, psychologists, and teachers on special assignment. Such recognition shall be continuous from year to year unless challenged. Membership in the Association shall not be required as a condition of employment.

The Board agrees not to negotiate with or recognize as a formal representative any group of teachers or teachers' organization other than the Association for the duration of this agreement or until such time as another organization has been declared the duly elected representative of the teachers by the Division of Labor and Management Relations of the State of South Dakota Department of Labor pursuant to SDCL 3-18.

Section B - Challenge of Recognition

When a question concerning the representation of certified personnel is raised by the Board, Association, or employees, such question shall be settled according to the SDCL 3-18 and rules promulgated by the South Dakota Department of Labor and Regulation.

Section C - Recognition of Board Responsibility

It is recognized and agreed by the parties that the Board is charged by law, SDCL 13-8-39, with the general charge, direction, and management of the schools of the District. It is the intent of the parties that none of the responsibilities imposed upon the Board by this, or any other statute or applicable declaration of common law, be surrendered, nor that anything contained in this Agreement be contrary to law or exceed the authority granted to the Board by law. To the extent any part of this Agreement does any of the previously mentioned, it is void.

Section D - Association Rights

1. The Board agrees that it shall not discriminate against any Teacher because of his/her membership in the Association or collective negotiations with the Board, and his/her institution of any grievance, complaint or proceeding under this Agreement; and that the rights granted to Teachers in this Agreement are in addition to those provided by state or federal statutes and Constitutions.

2. The parties agree that the provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory.

3. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each school building. The Association shall have the right to use the established District email, interschool mail and teacher mailboxes for communication to Teachers.

4. The Association and its representatives shall have the right to use school buildings for local Association meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefore and that such use shall not interfere with the school program.

5. The Association shall have the right to use school office facilities and equipment, including computers, duplication equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise in use. Association use of such facilities and equipment will be permitted provided that:

    a. Request is made and use arranged for in advance with the principal of the school or the office manager of the Instructional Planning Center or their designee.

    b. The use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.

    c. Supplies and expense, in connection with such equipment use, will be furnished or paid for by the Association.

    d. Data processing equipment is not included in this provision.

Section E - Definitions

"Agreement" means this negotiated document between the Sioux Falls School District 49-5 and the Sioux Falls Education Association.

"Assigned Time" includes time during which a school is responsible for a student and the student is required or expected to be actively engaged in a learning activity. It also includes instructional activities in the classroom or study hall during regularly scheduled hours, and

required activities outside the classroom, such as recess or lunch supervision, and before or after school supervision during or outside of regular school hours, collaboration, professional learning, travel time, IEP meetings, SAT meetings, or any other duties assigned by administration.

"Association" means the Sioux Falls Education Association.

"Board" means the School Board of Sioux Falls School District 49-5.

"Classroom Teacher" means an employee represented by the Association who is not a counselor, speech therapist, social worker, school nurse, librarian, psychologist, integration specialist or teacher on special assignment.

"Certified Personnel" means individuals certified and regularly employed in a professional capacity by the Board.

"Conditions of Employment" means salary, rates of pay, hours of employment, economic benefits, length of time worked, and health and safety of staff members.

"Consultant" means a resource person qualified by training and experience to advise on problems being considered by the parties. Said consultant may or may not be an employee of the Board and may be called upon by either party.

"District" means the Sioux Falls School District 49-5.

"Faculty Meeting" means an Administrator-led meeting attended by members of the staff of the school.

"Mediator" means a qualified person who seeks to assist in the resolution of disagreements.

"Planning Time" means dedicated, uninterrupted period(s) of time used for preparing the delivery of instruction to students, grading papers, contacting parents, and other aspects associated with the functional duties of Teachers during the work day.

"Professional Development" means a variety of specialized training, formal education, or advanced professional learning intended to help Teachers improve their professional knowledge, competence, skills, and effectiveness. Training and in-service is determined by Administrators in consult with a professional development team.

"Professional Negotiations" means an orderly process through which the Association and the Board cooperatively discuss and develop grievance procedures and Conditions of Employment as defined in this Section.

"Receipt" is the date of confirmed hand delivery or USPS confirmed delivery date.

"Shortage Area" means teaching disciplines in which the District anticipates a hiring shortage based on quantity of potential open positions and depth of the applicant pool. Shortage Areas are determined by the Human Resource Department.

"Superintendent" means Superintendent of the District or, where identified, his/her Designee.

"Teacher" means all employees represented by the Association in the bargaining unit.

Section F - Severability

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 by a court of competent jurisdiction, 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 as soon as reasonably possible and negotiate a substitute provision according to the provisions in Article II.

Section G - Posting of Agreement

The Agreement shall be posted on the District's website after the Agreement is adopted by the Board and the Association or as soon thereafter as is practical. One signed original hard copy shall be provided to the Association along with an electronic Microsoft Word document of the Agreement.

Section H - Review of Contract/Concerns During Term of Agreement

1. The Superintendent and the President of the Association shall meet at the request of either party for the purpose of reviewing the administration of the Agreement, to resolve problems that may arise and to consider matters of mutual concern to the parties. These meetings are not intended to and shall not bypass the grievance procedure. Each party shall reserve the right to include advisory personnel at such meetings.

2. Agreements which would amend this Agreement shall be written documents in the form of Memorandums of Understanding (MOUs), shall be signed by the Superintendent and the Association President, and thereupon, become part of this Agreement.

3. New understandings reached as to areas of concern not addressed in this Agreement shall follow this same process. Written documents in the form of Memorandums of Understanding, signed by the Superintendent and the Association President, and adopted by the Board, and/or implemented by the Superintendent.

Article II - Negotiation Procedures

Section A - Problem Solving

This level of negotiation is optional and may be pursued upon mutual agreement.

The Board and the Association agree that they will attempt to resolve issues which are negotiable through a process of problem solving. The process may be viewed as a pre-negotiation phase. Problem solving shall be directed toward reaching early settlement, toward reaching settlement amicably, toward all participants viewing the entire process as one of problem solving, and, finally, toward maintaining flexibility as the parties attempt to accomplish goals.

The parties will attempt to complete the problem solving phase of negotiations by January 1, or a mutually agreed upon date. The process should involve the smallest number of people possible. Working groups should normally involve not more than three (3) persons from each party. "Third party" representatives should not be involved. The process should be used to deal with salary and benefit issues and other matters viewed as appropriate to the process. Working groups shall reach agreements which are subject to the approval of the parties. Failure to reach consensus or agreement shall leave issues subject to formal negotiations.

Section B - Negotiations - Principles

1. Failure in the negotiation process results in financial outlays by both the Association and the Board, which could be used for more beneficial purposes.

2. Subjects of Negotiations - The parties shall negotiate grievance procedures and Conditions of Employment as defined in Section D of Article I. The statutory responsibilities of the Board are not subject to negotiation.

Section C - Negotiation Protocols

1. Organization: The Superintendent shall call for a meeting of the parties to negotiations not later than ten (10) days following the second regular January Board meeting, or a mutually agreed upon date, giving due notice of time and place. Agenda items for subsequent meetings shall be submitted at this organizational meeting. Additional meetings shall be agreed upon by the parties as may be necessary to complete consideration of agenda items as promptly as practical. Meetings shall be scheduled to avoid conflicts with school duties of Association representatives. The Board and the Association each shall have the right to be represented by parties of their respective choosing at negotiating sessions.

2. Both parties agree that the ultimate goal of negotiations is to reach consensus through honest discussion, examination, and understanding of each side's viewpoint. All understand that the implied and mandated obligations of good faith bargaining shall guide all interactions, realizing as well that agreement may not be possible on all issues. To that end, the parties agree to the following protocols:

a. The participating bodies in the negotiations are the Sioux Falls Education Association and the School Board of the Sioux Falls School District.
b. If the Association so chooses, it may schedule negotiation sessions at a neutral location off District premises at no cost to the District.
c. Each participating body consists of up to seven members and neither side shall exceed seven members at any time during the negotiation process with the exception noted in Item K.
d. Each participating body names its own members and presiding officer.
e. Each participating body is to name its members by 5 p.m. on a mutually agreed upon date no less than two weeks from the first scheduled session and so inform the other participating body.
f. Each participating body may replace a member who permanently withdraws.
g. At the beginning of the first session, each side shall present in writing its proposals for consideration in developing the Agreement. Any item not presented at this time cannot be brought up at a later time unless agreed to by both participating bodies.
h. There are neither breaks nor caucuses during the presentation of proposals unless agreed upon by both participating bodies.
i. After the presentation of proposals, the presiding officer of each participating body is free to request a caucus, without regard to the frequency or duration of the caucuses.
j. As needed, the presiding officers shall name individuals from their respective participating body to draft actual Agreement language for approval at the next session.
k. Meetings are closed to all but the named participating body members. Other individuals may present information to clarify a proposal if agreed upon by both participating bodies.
l. Participants are free to consult with or speak to any person before or after the individual negotiation sessions.
m. Participants are free to bring any resource materials to the negotiation sessions.
n. To assist each other in developing intelligent, feasible, clear and constructive proposals, each participating body may request and receive information from the other that is not of a confidential nature or overly burdensome to compile. This includes timely information concerning the District's financial situation.
o. The two participating bodies may appoint study committees for future research, study, and development of recommendations for specified topics with reporting timelines set forth in the Agreement; such committees shall report their finding only to the participating bodies.
p. When tentative agreement is reached on a proposal, the presiding officers shall place their signatures on the item with each participating body retaining one (1) copy.
q. All portions of the existing Agreement that have not been changed in any way during the negotiation sessions are carried over intact to the new Agreement.
r. After review of the new Agreement, each governing body, meeting separately, takes action on the proposed Agreement, as presented by its participating members.
s. If the approval or ratification sought in Step r is received from both participating bodies, a draft of the new Agreement is created and reviewed by both participating bodies, meeting separately. After any items omitted, added or not matching the initialed proposals are indicated and initialed on the draft with each participating body retaining one (1) copy, the final Agreement is created and the presiding officers sign the Agreement.
t. Once printed, any language which is omitted, added or does not match the draft copies

that were proofed and signed off by both presiding officers shall be amended as soon as the error is discovered by either party and proven through notes or draft Agreements. The party discovering the printing error shall notify the other party and discuss the method of reprinting and distributing the corrected language to all staff affected by the Agreement.

u. Audio/video recordings shall be made only if the other participating body is notified of the recordings and provided with a copy of the audio/video recordings. Each participating body may share the copy of the electronic recordings with its members. It is further agreed that any other distribution of the electronic recording shall take place only if and after declaration of impasse and shall be limited to the issues of impasse.

v. During the process, the sole spokespersons for the negotiations to the media are the presiding officers of the participating bodies, or their designees, acting jointly.

3. Whenever any representative of the Association or a Teacher participates during working hours in negotiations, he/she shall suffer no loss of pay. During participation in conciliation, mediation, fact-finding, or impasse, the District shall pay 50 percent of the cost of any necessary substitutes, and the Association shall pay 50 percent.

Section D - Mediation

If good faith negotiation has not resulted in agreement on any subject(s) of negotiation, either party may request a mediator from the Department of Labor and Regulation. If requested, both parties must participate in the mediation process.

Section E - Fact-finding

1. Either party may request fact-finding by the Department of Labor and Regulation and both parties must participate in the process. The procedure shall be in accord with the current procedure in use by the Department of Labor and Regulation.

2. Within fourteen (14) days of receipt of the fact-finder's recommendation and explanation, the parties shall meet to negotiate unless agreement has already been reached.

3. If an inability to reach agreement persists, either party may take any action provided by law.

Section F - Costs

All fees and expenses of mediation and fact-finding shall be shared equally by the Board and the Association.

Article III - Grievance Procedure

Section A - Definitions

1. A "*Grievance*" is a complaint by a Teacher or group of Teachers, a Representative of the Association, officers of the Association, or the Association based upon an alleged violation, misinterpretation or inequitable application of this Agreement (hereinafter collectively referred to as "Infraction"). Nothing contained in this Article shall be construed to limit, impair or affect the right of any Teacher or his/her representative to the expression or communication of a view, Grievance, complaint, or opinion on any matter related to the condition or compensation of public employment or betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of the employment; nor shall it be construed to require any public employee to perform labor or services against his/her will.

2. In this Article the term "*Teacher*" may include a group of Teachers who are similarly affected by a Grievance.

3. An "*Aggrieved Person*" is the person or persons making the claim, and, when the Association is making the claim on its own behalf, the Representative of the Association making the claim, the officers of the Association making the claim, or the Association making the claim.

4. A "*Party in Interest*" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

5. A "D*ay*" is a calendar day.

6. "*Officers and/or Representatives of the Association*" shall mean those persons holding elective, appointed or delegated positions in the local, state, or national Association affiliate.

7. "*Immediately Involved Supervisor*" shall mean the administrator or supervisor at the lowest administrative level who has the authority to decide the Grievance. If there is none, it shall be initiated at Level Two.

Section B - Principles

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the Grievance.

2. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Nothing herein contained shall be construed as limiting the right of any Teacher having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate Representative of the Association at any time.

4. An Aggrieved Person has the right at any time to present any Grievance to such persons or the Board through the channels as designated by this Article for that purpose.

5. All written and printed matter dealing with the processing of a Grievance will be filed separately from central office personnel files of the participant.

6. The filing of a Grievance shall not in and of itself be stated, construed, inferred, or claimed by any Party in Interest, either directly or indirectly, to be unprofessional conduct on the part of the grievant.

Section C - Structure

1. The Association shall designate a school representative for each school chosen in such a manner as may be determined by the Association.

2. The Association shall maintain a grievance committee (hereinafter referred to as the "committee") which may be broadly representative of teaching levels and areas and shall be constituted in such a manner as may be determined by the Association.

Section D - Time Limits

1. Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level are maximums. The time limits specified may be extended only by mutual agreement of the parties reduced to writing and signed by both parties.

2. In the event a Grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year.

3. The Aggrieved Person shall file a formal Grievance within 45 days of the earliest alleged Infraction, or within 45 days of when the earliest alleged Infraction was discovered, or through reasonable diligence should have been discovered.

Section E - Informal Procedures

1. If a Teacher has a Grievance, he/she will attempt to discuss the matter with the Immediately Involved Supervisor in an effort to resolve the problem informally.

2. If, after such discussion, the Teacher is not satisfied with the disposition of the matter, he/she shall have the right to have an Association Representative assist him/her in further efforts to resolve the problem informally with the Immediately Involved Supervisor.

3. If the Teacher is not satisfied with the disposition of the Grievance by the Immediately Involved Supervisor, he/she may take the Grievance to the appropriate level of the formal procedures which involves the Immediately Involved Supervisor.

Section F - Formal Procedures

1. Level One: Immediately Involved Supervisor

   If the Aggrieved Person is not satisfied with the disposition of the problem through informal procedures, the Aggrieved Person may submit the claim as a formal written Grievance to the Immediately Involved Supervisor, who shall arrange for a meeting to occur within fourteen (14) days.

   The Immediately Involved Supervisor shall within fourteen (14) days render a decision and rationale in writing to the Aggrieved Person.

   The Human Resources Department shall keep on file grievances processed.

2. Level Two: Superintendent

   If the Aggrieved Person is not satisfied with the disposition of the Grievance at Level One or if no decision has been rendered within the fourteen (14) days after the presentation of the Grievance in writing, the Aggrieved Person may file the formal written Grievance with the Association's committee.

   Within fourteen (14) days of Receipt of the Level One decision or if no decision is rendered, the Aggrieved Person may file a written appeal for a meeting with the Superintendent.

   The Superintendent or Designee shall act for the District at Level Two. Within fourteen (14) days after receipt of the written appeal for a meeting with the Superintendent, the Superintendent or Designee shall meet with the Aggrieved Person for the purpose of resolving the Grievance. A full record of the meeting shall be kept by the Superintendent or Designee and made available to the Parties in Interest upon written request and assurance of confidence. The Superintendent or Designee shall within fourteen (14) days of the meeting render a decision and its rationale in writing to the Aggrieved Person. Up to three Representatives of the Association shall have the right to attend and participate in the meeting with the Superintendent or Designee and the Aggrieved Person relating to the Grievance. The Immediately Involved Supervisor shall have the right for up to three (3) representatives to attend and participate in the meeting.

3. Level Three: The Board

   If the Aggrieved Person is not satisfied with the disposition of the Grievance at Level Two or if no decision has been rendered the Aggrieved Person may within fourteen (14) days of the written response or fourteen (14) days after the meeting with the Superintendent or Designee,

file a written appeal at the District's Instructional Planning Center for a hearing before the Board.

The Board shall consider the Grievance through a hearing within fourteen (14) days of Receipt of the written appeal. The Aggrieved Person shall receive at least three (3) days prior notice of such hearing, unless such notice is waived by mutual agreement in writing. Up to three Representatives of the Association shall have the right to attend and participate in the hearing before the Board. The Superintendent shall have the right for up to three (3) representatives to attend and participate in the hearing before the Board.

After receiving the written appeal, the Board may appoint a fact-finder to review the Grievance and to report to the Board prior to the hearing for the purpose of assisting in resolving the Grievance. The decision of the Board shall be rendered in writing within fourteen (14) days of the hearing.

4. Level Four: Department of Labor and Regulation

   If after following the grievance procedure Levels One through Three and the Grievance remains unresolved, it may be appealed to the Department of Labor and Regulation. The appeal to the Department of Labor and Regulation must be filed in accordance with SDCL Ch. 3-18-15.2.

Section G - Rights of Participation

1. No reprisals of any kind shall be taken by either party against any party in interest, any representative, any officer of the Association, any member of the Association's grievance committee, any member of the administration, or any other participant in the grievance procedure by reason of such participation.

2. a. All Parties in Interest may be represented at Level One of the formal Grievance procedure by no more than one (1) Representative of the Association. The Immediately Involved Supervisor may include a Representative. Neither the Representative of the Association nor the Representative of the Immediately Involved Supervisor shall be an attorney.

   b. At Levels One and Two and Three the Aggrieved Person may not be represented by representatives of another employee organization.

3. When a teacher is not a member of the Association, the teacher must follow all procedures of this Article.

4. When a hearing is scheduled during working hours, neither a grievant nor necessary witnesses shall be penalized by loss of pay. Such absence shall be reported as court and jury leave.

Section H - Miscellaneous

1. If, in the judgment of the Association, a Grievance affects a group or class of Teachers, the Association may submit such Grievance in writing to the Superintendent directly, and the processing of such Grievance shall begin at Level Two. The Grievance shall include a list of the individual Aggrieved Persons or a description of the class of Aggrieved Persons sufficient to identify the infraction.

2. Decisions rendered at Levels One through Three of the formal grievance procedure shall be in writing setting forth the decision made and its rationale.

3. The sole remedy available to any Teacher for any alleged breach of this Article or any alleged violation of his/her rights under this Agreement shall be pursuant to the foregoing Grievance procedures provided, however, nothing contained herein shall deprive any Teacher, administrator or the Board of any legal right.

Article IV - Salary and Related Items

Section A - Payment of Salary

1. Second Year and Beyond Teachers in the Sioux Falls School District may receive their contract wages by the method in either *Option* A or *Option* B following:

   Option A: The Teacher may elect to receive his/her contract wages in twelve (12) equal installments.

   Option B: The Teacher may elect to receive his/her contract wages in ten (10) equal installments to be paid with the regular payroll in September through June inclusive. If this option is selected, it is agreed that payroll deductions shall be arranged by the employee to function within the ten (10) month salary payment schedule.

Deductions shall be made from the September through June paychecks. A Teacher of the District who wishes to change the method of salary payment for the next contract year must inform the Human Resources Department no later than September 10. Without such notification, the method of payment shall be continuous year to year.

2. A new hire or returning Teacher from a leave of absence may receive his/her contract wages by the method in either of the following Option A or Option B but the Teacher shall, no later than August 15, indicate by which of the two (2) methods salary is to be paid:

   Option A: The new hire or returning Teacher from leave may elect to receive his/her contract wages in thirteen (13) equal installments.

   Option B: The new hire or returning Teacher from leave may elect to receive his/her contract wages in eleven (11) equal installments to be paid with the regular payroll in August through June inclusive. If this option is selected, it is agreed that payroll deductions shall be arranged by the employee to function within the eleven (11) month salary payment schedule.

Section B - Payroll Deductions

The District shall show deductions on a monthly basis. Association dues shall be deducted upon advisement by the Association no later than September 10.

Section C - Salary Schedules and Guides - Teaching Personnel

1. Teacher Pay Schedule -Teacher, Speech Therapist, and Psychologist Salary Schedules

   A. For FY23 salary schedules, see Appendices A and B.,

   B. For each additional year of this Agreement, "Salary Change" is calculated as follows:

      1. "Allocation" is the Target Teacher Salary as defined in SDCL Chapter 13-13. The

Allocation also includes any funds appropriated by the State outside the formula for school district general fund purposes that are distributed on a per pupil basis. However, any funds appropriated by the State to schools on a per student basis - either in or outside the formula - that contain stipulations that adversely affect the amount of discretionary dollars available to the District are not considered part of the Allocation.

2. The Salary Change in each year of this Agreement is the percent change in the new Allocation (i.e the fiscal year for which the salaries are being adjusted) compared to the previous year Allocation, subject to the conditions in Items 3-6.

3. If during the term of this Agreement, the Target Teacher Ratio, Target Teacher Benefits, or the Overhead Rate -- other than the adjustment for other funds -- contained in SDCL 13-13 are changed, the Allocation will be adjusted accordingly (e.g. an increase in the Target Teacher Benefits that increases Local Need as defined in SDCL 13-13 by 1% per pupil will increase the Allocation by 1%).

4. If during the term of this Agreement there is a change in the State funding formula for education other than contemplated above, the District and the Association will meet to determine the effect on the salary portion of the Agreement.

5. If the Allocation increase is between 1.5% and 2%, the District will guarantee a 2% salary increase. If the Allocation increase is above 3.5% but at or below 4%, the increase will be 3.5%. If the Allocation increase is below 1.5% or above 4%, the District will split the difference between the entities. For example, if the percent increase were 4.2%, the rate of increase applied to the salary package would be 3.6%. Likewise, if the increase were 1.3%, the percent increase in the salary package would be 1.9%.

6 In each year of this Agreement, the salary adjustment shall be applied as follows:

a. Teachers: Salary Change minus guaranteed increases inside or outside the schedule, minus step increases, with the remainder added to the schedule. If the Salary Change is not sufficient to fund all movement described above, no movement except guarantees up to the percent change in the salary change in the salary schedule will be granted.

b. Psychologists and Speech Therapists: Salary Change minus lane changes minus step increases, with the remainder to be added to the schedule. If the Salary Change is not sufficient to fund all movement described above, no movement in the salary schedule will be granted.

7. For FY24 salary determination as compared to FY22, if the Board does not provide additional salary enhancement averaging at least 0.75 percent per year and does not

increase the salary schedule by an average of at least 0.75 percent per year, the Salary Portion of the Agreement will only be extended through June 30, 2026.

8. During the term of this Agreement the Board may, at its sole discretion, eliminate Step 1 of the Teacher salary schedule. If Step 1 is eliminated, teachers who were on step 1 moving to Step 2 will be placed on a temporary step that is $500 more than Step 2 (which will become Step 1). Once eliminated, the old Step 1 will not be reinstated and all steps will be renumbered. Until Step 1 has been eliminated and replaced with the renumbered Step 2, each year the Board may choose to add $750 to Step A1. The decision to either eliminate the current Step 1 or add $750 to Step A1 will be determined and communicated with the Association by February 15 each year.

9. The District may raise starting salary and any adversely affected steps/rows anytime through FY28. For the purposes of this section, an adverse effect would result if any movement to an available step would result in a lower salary than an individual 's previous step (e.g., if a movement to step A2 would result in a lower salary than step Al, step A2 will be raised to address any adverse effect). Notwithstanding the foregoing, step AI may not exceed seventy-six percent (76%) of step A 10 in any year.

C. The District will fund the District portion of the benefit increase cost. However, the District will increase its share of the health insurance premium no greater than five (5) percent per year not to exceed on average 81% or the previous year's percent, whichever is less, of total premium for a 1.0 FTE. The allocation of the District's share of the premium for single, employee plus one, and family may differ from the 81% based on the recommendation of Insurance Committee as long as the District's share remains 81% in total.

2. Placement on the Salary Schedule: For New Hires (Exclude Psychologists A - D)

A. Newly hired employees shall be granted one (1) year experience credit for each year of prior employment provided that experience occurred:

1. in a setting similar to that for which they are being employed, and

2. certification/licensure was required.

B. In those instances where trade experience is a consideration in program staffing, the Human Resources Director or Designee, may grant one (1) year of experience on the schedule for each two (2) years of trade experience.

C. Former Teachers of the District who are re-hired within five (5) years of leaving the District shall be placed one (1) step ahead of their exiting placement assuming a step is available and the Teacher has the necessary graduate credits and/or degree.

D. All new hires shall be placed on Step 1of the schedule, as delineated by the Salary Schedule in Appendix A.

E. Psychologists - See Psychologist Placement Schedule (See Appendix B) for new psychologist placement.

F. The District, at its sole discretion, may offer signing bonuses to attract new Teachers in Shortage Areas. See SDCL 13-43-61 to 63.

3. Advancement on the Salary Schedule

A. Teachers

1. Teachers who were employed in the District in the previous year will advance according to the Advancement Grid. (See Appendix A.)

2. A Teacher placed on a Plan of Assistance shall receive no increase in compensation or step while the Plan is active. Movement on the schedule shall begin after successful completion of the Plan.

3. Graduate Credit Degree Advancement (GCDA) - In order to qualify for advancement beyond Steps 4, 6 (Step 7 in years 2 through 5) and 9 for the next contract year, Teachers must obtain GCDA as delineated in the Advancement Grid for FY15 and beyond.

a. Teachers pursuing a pre-approved program of study leading to an MA/MS degree in their major subject area, or which provides additional certification or endorsement, who present evidence of having obtained twenty-four (24) semester hours of pre-approved graduate credits shall qualify if on Step 4 to move beyond Step 4.

b. Teachers presenting evidence of completing their approved program of study by obtaining an MA/MS degree shall qualify to move from Step 6 to Step 7 (Step 7 to Step 8 for years 2 through 5).

c. Teachers with an MA/MS degree shall qualify to move from Step 9 to Step 10 upon presenting evidence of having obtained 24 hours of pre-approved graduate credits beyond the MA/MS degree. These credits must relate to the teacher's competency in "what to teach," "how to teach," or "how to more effectively fill the role of teacher."

4. Classroom Teachers assigned to teach in Bridges, Axtell Park Middle School, or High School Behavior Programs at Axtell Park shall receive a $2,000 stipend in addition to the amount determined by placement on the salary schedule. Any Teacher, who is currently receiving a $1,000 stipend for completing his/her

doctorate, shall continue to receive a $1,000 stipend in addition to the amount determined by placement on the salary schedule.

5. All increases, as set forth above shall be calculated in the next contract issued. For advancement above Step 4, above Step 6 (Step 7 in years 2-5) and above Step 9, a Graduate Credit/Degree Advancements Intent Form (BA+24 or MA/MS, or MA+24) must be filed with the Human Resources Department on or before February 1 of the prior contract year and evidence of approved course work completion must be completed prior to September 1 of the year in which the pay increase commences.

6. All GCDA changes are subject to the guidelines set forth by the GCDA Committee.

B. Psychologists

1. If a psychologist qualifies for a lane change to the next higher salary lane, the psychologist shall move to the corresponding step on the higher lane. Psychologists may not advance more than one (1) vertical step on the salary schedule in a given year and may only advance one salary lane in a given year after completing an MA/MS degree.

2. Psychologists shall be granted a step each year if there is a step available.

3. Psychologists with an MA/MS degree shall qualify for the MA+12, MA+24, MA+36, or MA+48 lanes upon presenting evidence of having obtained 12, 24, 36, or 48 hours of pre-approved graduate credits beyond the MA/MS degree. These credits must relate to the psychologist's competency in "what to teach," "how to teach," or "how to more effectively fill the role of psychologist."

   Any Psychologist as of February 1, 2013, who has completed or will complete his/her doctorate by September 1, 2014, shall receive $1,000 stipend in addition to the amount determined by placement on the salary schedule.

4. Pre-approval for graduate credits used for lane changes will be granted by the GCDA Committee.

5. All increases, as set forth above, shall be added to the next contract issued. For GCDA beyond MA/MS, evidence of additional graduate credit as described in this section must be presented to the Human Resources Department on or before February 1 of the prior contract year.

6. All changes are subject to the guidelines set forth by the GCDA Committee.

7. A Psychologist placed on a Plan of Assistance shall receive no increase in compensation or step while the Plan is active. Movement on the schedule shall begin after successful completion of the Plan.

C. GCDA Committee

The purpose of the Committee will be to establish guidelines and procedures for the preapproval of GCDA for the MA/MS lane and beyond. The Committee shall consist of three (3) Teachers selected by the Association, three (3) administrators selected by the District, and will be chaired by the Director of Curriculum Instruction or Designee. The chairperson will vote only in the case of a tie. Members shall be selected for two (2) year terms.

The Committee shall maintain records of all approvals and denials of applicants.

The Committee's decisions shall be equitable and not arbitrary or capricious.

The Committee's decisions are final for the contract year and are non grievable.

4. Certification

State certification shall be required with no further basic requirements. When it is deemed necessary by the Superintendent, based on a recommendation by the staff and administration, that Teachers should have additional training to implement the District's program(s), appropriate experiences may be required through staff development at no expense to the individual Teachers.

Section D - Teacher In-district Travel Pay

1. If a Teacher is assigned to more than one (1) school building per day he/she will be eligible for travel reimbursement.

2. Such reimbursement shall be determined by multiplying the number of miles the Teacher travels between schools each year (travel to and from home, or home from a school is not counted) by the mileage rate authorized by District Policy/Regulation DKC/DKC-R Expense Authorization/Reimbursement.

Section E - Professional Travel

1. The budget for Teacher travel shall be $75,000. The Professional Travel Committee shall determine the expenditure of this amount and such additional amounts as may be budgeted for Teacher travel with the exception of those amounts budgeted from federal funds or those amounts budgeted for the Staff Development Program by the Board.

2. The Professional Travel Committee shall consist of three (3) Teachers (elementary, middle and senior high) appointed by the Association, two (2) administrators, representing elementary and secondary buildings, and one (1) administrator from the central office appointed by the Superintendent. The Committee will meet before September 30, and again before November 30, January 30 and March 30.

3. Teachers receiving reimbursement from this budget shall be reimbursed on the same basis as other employees of the District. Reimbursement shall not be added to the payroll check but issued in a separate payment.

Section F - Psychologists

Salaries are based on an eight (8) hour day of 8:00-4:30 with a 30 minute lunch, or a variation of eight (8) hours approved by the District. The work year includes 190 days for first-year staff and 188 for all others. Psychologists shall be paid per diem if they work days beyond their calendar.

Section G - Summer School Compensation

Compensation for Teachers employed in the summer school program shall be paid according to Appendix C.

Article V - Working Hours and Days

Section A - Teacher Hours

The normal work day for Teachers is defined as eight (8) hours a day (40 hours per week) excluding a daily, 30 consecutive minute duty free lunch. Teachers are required to be in the building or involved in an assigned duty or activity eight (8) hours per day. For Classroom Teachers and Speech Therapists, the 40-hour work week consists of three hundred and seventy-five (375) minutes of Planning Time and two thousand and twenty-five (2025) minutes of Assigned Time. The specific hours Teachers are required to be on duty will be determined by each building staff or the Immediately Involved Supervisor.

1. The normal work day will be scheduled so that the majority of the Teachers are on duty at least fifteen (15) minutes before and at least fifteen (15) minutes after the student day.

2. Supervisor-initiated flexible scheduling to meet the needs of staff and students is permissible as long as Teachers on flexible scheduling work a normal 40 hour week excluding duty free lunch periods as specified above. Teacher-initiated flexibility for individual Teachers is provided, after approval from the Immediately Involved Supervisor.

3. Required meetings beyond the school day and faculty meetings are included in the schedule consistent with the provisions of Article V, Sections D and E, and Article VI, Section F.

4. Fall open house, curriculum nights, or back-to-school nights involving parents and students may be scheduled provided that the Teacher workweek does not exceed 40 hours excluding duty free lunch as specified above. Prior to these meetings, Teachers will have four (4) uninterrupted hours of paid time solely for organizing their classrooms. These hours will occur on the same day. If this time includes the duty free lunch, it will be 4 ½ hours.

5. The period before and after school and during recess will be supervised.

6. Speech Therapists will not be assigned student supervision duties, unless there is an emergency.

7. A Teacher who expects to be absent must call the Substitute Employee Management System (SEMS), if possible, by 6 a.m. The Teacher shall also notify the building administrator or office personnel of any absences.

8. If it is necessary for a Teacher to leave the building during unassigned time or Planning Time, he/she will sign out/in electronically. An electronic form will be provided. This is not intended to be utilized on a regular or routine basis. If there is suspected misuse, the building principal shall set up a meeting with the Teacher to discuss the concern.

Section B - Emergency School Closing

1. When an emergency confronts the schools, notification of the closing of schools shall be made via the District's automated calling system and on the District website no later than 7 a.m. If school is not held because of inclement weather, teachers shall not be expected to report for duty.
2. If the school start time is delayed, Teachers shall report to work at their normal work time, or as soon as reasonably and safely possible.

3. If the student's day has begun when school is cancelled, Teachers shall be dismissed and shall be paid their per diem rate of pay.

Section C - School Calendar

1. In the event that the Superintendent directs emergency school closings, one (1) day shall be added to the end of the school calendar for each day of emergency school closing. Teachers shall not be required to report to their work location on the Teacher workday associated with the conclusion of the first semester.

   176 days - Student attendance
   7 days - Legal holidays
   191 days - New Teacher contract
   189 days - Veteran Teacher contract

2. Teachers may leave five (5) minutes after the school building is cleared of students in the following instances:

   a. The day prior to any break of at least three (3) calendar days.

   b. On a day when parent/teacher conferences are scheduled.

   Leaving five (5) minutes after the school building is cleared of students does not apply in the following instances:

   a. When a Teacher has a responsibility regarding student supervision.

   b. On in-service days.

   c. On the final day of student attendance.

3. The following "No Meeting Days" beyond the student day will be blocked out on the District calendar with the exception of emergencies, IEP meetings, 504 meetings, in service days, or other meetings regarding student specific issues (e.g. behavior teams, SAT teams, special circumstances).

a. For elementary school, the last day of each quarter through the day grades are due. For middle and high school, the last day of each semester through the day grades are due.

b. One school day prior to the first conference day and each conference day for each level, respectively.

c. For Early Childhood, the day program-wide student developmental assessments are due.

Section D - Faculty Meetings

1. Faculty meetings shall, at the commencement of the semester, be scheduled for one (1) specific day each month for the current semester. If needed, up to three (3) additional meetings may be scheduled per school year. These meetings must also be scheduled at the beginning of the semester. Faculty meetings shall be canceled if they are deemed unnecessary. Faculty meetings may be rescheduled due to unforeseen circumstances. Teachers shall be excused from faculty meetings in the event of emergency or for assigned school duties. Teachers who have been excused from faculty meetings may be required to attend a makeup meeting.

2. Faculty meetings may be scheduled:

   a. Elementary Schools - up to one hour and forty-five minutes after the student day.

   b. Middle Schools - up to one hour and forty-five minutes before the student day.

   c. High Schools - up to 45 minutes beyond the work day.

3. The Principal/Building Administrator shall have sole authority of the content of the entire faculty meeting.

4. Special allowance will be given for emergency meetings provided that the item to be discussed is of a critical nature. These emergency meetings shall be dismissed at or before 15 minutes before or after the work day.

Section E - District Meetings

A Teacher may be required to attend, without additional compensation, up to three (3) meetings per year called by Instructional Planning Center or Central Services directors. These meetings may be beyond the 40 hour work week and will not exceed more than three (3) hours total.

Section F - Required District Training

1. When the District has required training for Teachers and offers that required training during the summer, the District must offer that training at least two times. If the training is offered outside the Teacher's work day, the Teacher shall be paid according to the schedule in Appendix C.

2. Staff reassigned to new subject areas or grade levels shall be allowed up to one-half (1/2) day to work with a "job alike" and/or District curriculum staff to familiarize themselves with the curriculum.

Section G - Job Sharing

Job sharing may be proposed by Classroom Teachers or by the Immediately Involved Supervisor. The sharing of one (1) teaching position by two (2) Classroom Teachers may be approved by the Immediately Involved Supervisor if such sharing has been agreed to in writing by the Classroom Teachers. Classroom Teachers who are sharing a position shall be granted the same rights and privileges as other part-time Classroom Teachers. Salary and benefits shall be paid in proportion to time taught. Job share proposals shall be approved and signed by the Immediately Involved Supervisor by April 1. In the event a proposal is denied by the Immediately Involved Supervisor, the Classroom Teachers may appeal the decision to the Superintendent. The administration will make every effort to process these requests as quickly as possible.

Article VI - Extra Pay - Extra Work

Section A - Extra Pay - Extra Work Point System

1. The extra pay - extra work point system determines compensation based on a specified dollar amount per point according to Appendix D. The dollar value of each point will be determined by dividing the total P-12 dollar amount available by the total number of points for P-12 positions on the schedule. Additional staff needed due to increased student participation or enrollment will not be included in the total points for determination of the point value each year. The extra pay - extra work points will be increased by 1% each year for the length of this Agreement.

   If the Administration wishes to add positions that call for the payment of extra duty pay, the position and job description will be submitted to the Extra Pay - Extra Work Committee by January 1 to determine the point value of the new position. It shall be the responsibility of the Administration to fund the position through the budget process. The new dollars shall be added to the total dollars in the points pool.

2. Any staff member who assumes the head position and an additional position in the same activity shall receive compensation for the head position plus one-half (1/2) of the additional position.

3. Appeal Process for Extra Pay - Extra Work

   An Extra Pay - Extra Work Committee shall be established. Three (3) P-12 members shall be appointed by the Association and three (3) P-12 members shall be appointed by the Administration. The coordinator of the Extra Pay - Extra Work Committee shall make every effort to have a full committee present, if at all possible, when reviewing points.

   a. The Committee shall:

      1. Review and rule on applications for changes in point assessments.

      2. Determine the removal and/or addition of any positions on the extra pay schedule.

      3. Determine the point assessment for any new positions added to the extra pay schedule.

   b. Appeal Process

      1. An application for change in an extra pay point assessment will be made through the Association. Such application shall be made by February 1 for action affecting the next contract.

2. The Teachers shall appear before the Extra Pay - Extra Work Committee to present the application.

3. The Extra Pay - Extra Work Committee shall review the application and take action prior to the third Monday in March. The ruling of the committee on any position shall be final for the appealed contract year.

Section B - Extra Pay - Extra Work - Point Values and Compensation

Extra pay for extra work shall be paid based upon the point values and dollar values shown in Appendix D.

Section C - Length of Assignment

1. Extra pay - extra work (excluding positions listed in Appendix E) assignments are annual positions renewable at the discretion of the principal. Extra pay - extra work positions may be non-renewed for any reason, and a non-renewal does not require a showing of cause.

2. Any staff member who holds a position during the current school year and does not want to be considered for the extra pay - extra work assignment for the next year must notify the building principal prior to June 1. If a staff member resigns after June 1 for any reason other than the ability to perform the responsibilities of the position, that person must continue until a replacement is found.

3. Staff shall be notified in writing by June 1 if they are to be rehired or not. Vacant positions shall be filled, if possible, no later than 30 days before the extra pay - extra work assignments begin.

Section D - Absences from Extra Pay - Extra Work Assignments

An individual with an extra pay - extra work assignment is expected to complete the full responsibilities as spelled out in the job description.

If a Teacher who is receiving compensation for an extra pay - extra work position on the point schedule misses fourteen (14) consecutive days of practice/coaching/extra duty responsibilities, the Teacher shall be placed on leave without pay for the extra pay - extra work position. The Teacher shall be compensated from the start of the extra pay - extra work activity to the date of the leave. If the individual is able to return to the extra pay - extra work position during the course of the school year or activity season, the Teacher may do so, and compensation for the extra pay - extra work shall resume for the remainder of the assignment.

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

Section E - Middle School Subject Coordinator Extra Duty Position

As long as middle school subject coordinator positions are supported and funded in the budget process by the District, one (1) of the assigned subject coordinator positions shall be the middle school subject coordinator for the subject undergoing curriculum review. This position shall be for two (2) years. The two (2) years shall be the year of curriculum review and the year of curriculum implementation. The person in this position shall be expected to work on all appropriate committees involved in the curriculum review and implementation for that subject.

Section F - Study Committees and Curriculum Work

Teachers serving on District-level study committees, curriculum review committees or groups revising and/or writing curriculum materials shall be paid according to Appendix C. If in negotiations the group is called a "District committee," it would be paid if the work was done outside the workday. If the group is called anything other than a District committee, it would not be paid.

Section G - Meetings/Activities within the Work Day

If a Classroom Teacher or Speech Therapist is required to participate in an IEP or 504 meeting he/she shall be paid the IEP or 504 meeting within the Work Day rate (Appendix C) if the meeting was unscheduled (i.e. less than one (1) school day notice) and he/she is unable to receive his/her 375 minutes of Planning Time within the week prorated to the number of student days in the week.

Section H - Meetings/Activities beyond the Work Day

When a Teacher is required by the Immediately Involved Supervisor, a District Administrator or Designee of either to participate in a meeting or activity outside the work day (Article V, Section A), the Teacher shall be paid according to Appendix C. Teachers shall not be required to attend meetings or activities on Sundays. This pay provision shall not apply to District meetings defined in Article V, Sections D and E.

Section I - Extended Contract Days

Teachers required to work extra days in their assigned building for the purpose of opening a new school building or for major organizational restructuring shall be paid a one-time stipend of $200.00 per day. The number of extra days allowed shall be determined by Administration.

Section J - Supervision/Coaching of Evening and Weekend Activities

Teachers who are requested by an administrator to supervise/coach students at District approved competitions and/or events in the evening and/or on non-contract days and who are not compensated through the extra duty schedule for that competition and/or event shall be paid according to Appendix C or two (2) points, whichever is less, for a 24 hour day. One (1) point or

the hourly rate, whichever is less, shall be paid from 8 a.m. to 4 p.m. and one (1) point or the hourly rate, whichever is less, shall be paid from 4 p.m. to 8 a.m.

Section K - Lunchtime Supervision

1. The District shall, when possible, assign non-teaching personnel for cafeteria and other lunchtime supervision unless the assignment is part of the Teacher's standard teaching load.

2. Elementary Schools - Elementary principals will maintain a rotation list of Classroom Teachers available during the lunch period for cafeteria and other lunchtime supervisory duties. Should the elementary principal be unable to assign a sufficient number of non-teaching personnel or be unable to use Classroom Teacher volunteers to cover the lunchtime supervisory duties, a principal may assign a Classroom Teacher to supervise during the student lunchtime. Classroom Teachers assigned to or volunteering to assist with lunchtime duty during the Classroom Teacher's 30 minute duty free lunch shall be paid on a pro rata basis for the minutes worked during the 30 minute duty free period according to Appendix C. Speech Therapists will not be assigned lunchtime supervision.

3. If possible, no elementary Teacher shall be assigned lunchtime duty on a day when the Teacher does not have at least one (1) planning period within the student day; nor will a Teacher on the rotation schedule be assigned lunchtime duty more than twice a week unless the principal needs to assign the Teacher in order to provide adequate lunchtime supervision.

4. The duty free lunch does not apply when supervision is necessary during field days or field trips.

5. Secondary Teachers assigned cafeteria supervision beyond their full load shall be paid according to Appendix C.

Section L - On-staff Substitute Teachers

Teachers shall not be required to find their own substitutes. It shall be the responsibility of the Administration to secure all necessary substitute teachers.

When necessary to ensure the safety or security of children, a principal may request that a Teacher serve as an on-staff substitute. Principals shall maintain a list of on-staff substitute volunteers and an on-staff substitute rotation list. Should there be no ready volunteers, the principal shall use the rotation list to assign a Teacher as an on-staff substitute. At the elementary level, on-staff substituting may be accomplished by the regular Classroom Teacher keeping the students during the "special" period. In the event that this occurs, the Teacher shall be compensated at the on-staff substitute rate, except in the instances referred to in Article XIII, Section C, Paragraph 5.

If the principal and the designated Teacher agree there is a pressing reason for the Teacher not to accept the assignment, the Teacher will be excused but will remain at the top of the on-staff

rotation list. A Teacher who believes that assignments to on-staff substituting have been too frequent may appeal to the Superintendent or Designee.

A Teacher accepting assignment as an on-staff substitute for another Teacher shall be paid according to Appendix C.

Section M - Building Technology Integration Leaders Extra Work Position

As long as the building technology integration leaders extra work positions are supported and funded in the budget process by the District, each position will be compensated a one-time yearly stipend of $500 which will be paid upon completion of duties for an entire school year. The duties of the position may include, but not be limited to: presenting professional development to building staff relating to the integration of technology, training building staff members on programs or software that may be used in their instruction, training building staff on the use of various District programs such as Infinite Campus or InSite, and/or assisting building staff members with ideas on ways to effectively integrate more technology into their instruction. The number of positions as each school will be determined by the buildings' overall assigned teaching FTE.

Article VII - Benefits

Section A - Insurance Committee

In lieu of each employee group negotiating insurance benefits, a committee composed of one (1) representative of each recognized employee unit, one (1) member of the Board, and two (2) non-voting financial advisors appointed by the administration shall constitute the District Insurance Committee (unpaid). The District Insurance Committee shall periodically review the insurance available to District employees and may make recommendations regarding the insurance program to the Board. In the event the Board rejects the committee's recommendations, each employee group may negotiate with regard to the insurance program.

Section B - Participation

1. The cost of participation is posted in each work site whenever a change occurs. Benefits and other information regarding the District's insurance program shall be published by the District in an insurance booklet available to each participating employee.

2. Part-time contract teachers with at least .5 FTE may participate in the District's health, life and dental insurance programs. The District shall pay a proportionate share of the premium for that percentage of full-time for which the teacher's contract provides. The teacher shall pay 100 percent of the balance of the premium.

   Any Teacher who is less than a .5 FTE and had health, life or dental insurance in FY13 is exempt from the .5 FTE requirement as long as the Teacher maintains such insurance.

Section C - Insurance Available

Insurance options are listed on the District website: http://www.sf.k12.sd.us/benefits.

Section D - Retirement Benefit

1. District Retirement Benefit

   Beginning Fiscal Year 2019, any Teacher who has attained the minimum age of fifty-five (55) on or before June 30 and has been employed by the District for twenty (20) years or more, may elect to retire. Upon such retirement, the District shall provide the Teacher retirement benefits consisting of a health benefit in accordance with paragraph 2 (if the Teacher is qualified for such benefit under the provisions of paragraph 2) (the "Health Benefit") and/or a contribution to the South Dakota Special Pay Retirement Program (SDCL Chapter 3-13A in accordance with paragraph 3 (the "Special Pay Benefit"), such benefits collectively referred to as the "District Retirement Benefit." The District Retirement Benefit shall equal Five Thousand Dollars ($5,000) "Retirement Incentive Benefit" plus an additional amount for a retiring Teacher's unused current and accumulated sick leave ("Sick Leave Benefit") calculated as follows:

Number of Sick Days	Sick Leave
First 50 days (0-50)	$20.00 per day
Second 50 days (51-100)	$40.00 per day
Third 50 days (101-150)	$60.00 per day
Days in excess of 150 days	$100.00 per day

The total dollar amount for the Sick Leave Benefit shall not exceed Ten Thousand Dollars ($10,000). A Teacher who is classified as less than a full-time equivalent Teacher on his/her date of retirement shall receive a prorated District Retirement Benefit (a prorated amount of both the Retirement Incentive Benefit and Sick Leave Benefit) by multiplying the Teacher's full time equivalent percentage times the dollar value of the District Retirement Benefit.

Prior to a Teacher's retirement date, the Teacher shall designate in writing the amount of the District Retirement Benefit that is to be applied to the Health Benefit and/or to the Special Pay Benefit. Upon retirement, such designation cannot be altered by the Teacher or District. If a Teacher elects to apply some or all of the District Retirement Benefit to the Health Benefit and terminates health coverage under the District Major Medical Plan or Basic Life Insurance Plan prior to using the entire amount designated for the Health Benefit, the Teacher shall forfeit the remaining amount.

In no event shall a Teacher be entitled to payment of any of the District Retirement Benefit in cash. In no event shall any individual be entitled to receive the District Retirement Benefit under this Agreement, or any prior Agreement, more than once.

Entitlement to the District Retirement Benefit is subject to the following additional conditions:

a. Teachers shall be able to choose whether to include all years of service in non-teaching positions (i.e. specialists, education assistants, clerical, custodial, child nutrition, employment contract, and administration) or to include no years of service in non-teaching positions toward the District Retirement Incentive. Substitute teaching, coaching-only and part-time hourly positions are not credited for years of service toward the District Retirement Incentive.

b. No Teacher shall be eligible for the District Retirement Benefit unless, during the school year retirement is elected, the Teacher has taught through the entire school year, unless that teaching has been interrupted for reasons of the Teacher's health or other reasons found acceptable to the Association and the Board. The decision with respect to such reasons shall not be reviewable or grievable.

c. In order to qualify for the District Retirement Benefit, a Teacher shall notify the Superintendent in writing not later than February 1 of the Teacher's intention to retire in the current school year. The Human Resources Director shall forward the list of early retirees to the Association President within five (5) working days of February 1. If a Teacher fails to inform the Superintendent of the intent to retire by February 1, but subsequently wishes to retire early and has met all other

requirements of this Section D and if the Superintendent and the President of the Association support the request, the Board may authorize the District Retirement Benefit, but the total amount of such Benefit shall be reduced by ten percent (10%). Such late requests may be submitted any time prior to August 1.

d. If the Internal Revenue Service or a state agency issues regulations or otherwise rules or determines, that the provisions of this Section adversely affect the taxation of the Health Benefit or Special Pay Benefit under the income or employment tax provisions of the Internal Revenue Code, the parties hereto agree to renegotiate the terms of this Section.

2. Health Benefit

a. Any Teacher who:

(i) is a minimum of fifty-five (55) years of age and has been employed by the District for at least eight (8) consecutive years; or

(ii) is younger than fifty-five (55) years of age but whose age and years of consecutive employment with the District total eighty-five (85); and is currently enrolled in the District Major Medical Plan or Basic Life Insurance Plan at the time of election of retirement may continue to participate in the District's Major Medical Plan or Basic Life Insurance Plan until Medicare eligibility (currently age sixty-five (65)). If the Teacher maintained dependent coverage under the Major Medical Plan at the time of retirement, the Teacher may continue such coverage. A retired Teacher's coverage under the Major Medical and Basic Life Insurance Plans will terminate at Medicare eligibility (currently age sixty-five (65)). Dependent coverage under the Major Medical Plan shall terminate at the earliest of the dependent reaching age sixty-five (65), the date the retiree is no longer eligible for coverage or the date the dependent is no longer an eligible dependent.

In order to elect the Health Benefit, a Teacher shall notify the Superintendent in writing not later than February 1 of the Teacher's intention to retire in the current school year. The Human Resources Director shall forward the list of early retirees to the Association President within five (5) working days of February 1. If a Teacher fails to inform the Superintendent of the intent to retire by February 1, but plans to retire based on circumstances unforeseen prior to February 1, and has met all other requirements of the Health Benefit eligibility, and if the Superintendent and the President of the Association approve the request, the Board may authorize the Health Benefit. Such late requests may be submitted any time prior to August 1.

b. A Teacher who is eligible for this Health Benefit but is not eligible for the District Retirement Benefit set forth in paragraph 1, shall be responsible for payment of Major

Medical and Basic Life Insurance coverage at 102% of the rate charged to then current Teachers and/or their dependents.

c. If a Teacher is eligible for both the Health Benefit and the District Retirement Benefit, the District shall be responsible for payment of the contribution rate for Major Medical and Basic Life Insurance to the extent and subject to the terms of paragraph 1. The amount of the Benefit provided a Teacher for the purposes of determining the amount of the Health Benefit provided under paragraph 1 shall be computed at the rate of 102% of the contribution rate charged to then current Teachers and/or their dependents. Once the District has provided the District Retirement Benefit amount a retiring Teacher has designated for the Health Benefit, the Teacher shall be responsible for the payment of Major Medical and Basic Life Insurance coverage, including dependent coverage, on the same basis and at the rate of 102% of the contribution rate for then active Teachers.

d. In the event a Teacher who has designated a portion of his/her District Retirement Benefit to the Health Benefit shall die before receiving the total amount of the District Retirement Benefit, such unpaid Health Benefit shall be paid in cash at the time or times the Health Benefit would have otherwise been provided the Teacher under paragraph 1 of this policy to: (i) the beneficiary designated in writing by the Teacher on a form prescribed by the Finance Office of the District; or (ii) in the event no beneficiary designation has been made, to the estate of the deceased Teacher. Payment by the District in accordance herewith shall fully discharge the District's Health Benefit obligation under Section D.

e. Teacher eligible for the Health Benefit under this paragraph 2, whether eligible for the District Retirement Benefit or not, may elect continuation coverage under COBRA for other medical benefits provided by the District but shall be responsible for payment of the applicable premium in accordance with COBRA.

f. Former District Teachers, who retire from the District, who are eligible for the retiree Health Benefit upon retirement and are subsequently reemployed by the District for any benefited position, shall upon re-retirement again be re-eligible for the District Health Benefit. In order to be eligible for the District Health Benefit: (A) the teacher must have maintained District health insurance at all times subsequent to the initial retirement; (B) subsequent to the second retirement, the teacher must pay 102% of the premium paid by then current Teachers and/or their dependents on a monthly basis; and (C) the Teacher must follow all other applicable rules related to the District Health Benefit.

3. Special Pay Benefit

The District shall contribute to the South Dakota Special Pay Retirement Program the Special Pay Benefit amount designated by a retiring Teacher within fifteen (15) business days after the end of the month that includes a Teacher's retirement date. Such contribution shall be subject to the terms and conditions of the South Dakota Special Pay Retirement Program (SDCL Chapter 3-13A) as in effect on the date of contribution, or as subsequently amended.

Section E - Tax Sheltered Accounts

1. The School District adopts plans for tax sheltered accounts for its employees. The President of the Board and the business manager are appointed and authorized to carry out such plans and to enter into such agreements as may be necessary for such purpose. Provided, however, that by the adoption of said plan the Board makes no warranty to employees participating therein and assumes no responsibility to employees that the amounts contributed or paid for any account for said employee shall be excluded from the gross income of the employee for federal income tax purposes.

2. It is the intention of the Board that such plan and program qualify for such exclusion as authorized under the provisions of the Internal Revenue Code and that in all matters respecting the purchase of an account for an employee, the Board assumes no financial responsibility regarding said account. The District assumes no liability for assisting in the calculation of any plan contribution limits. The administration shall establish the necessary rules and regulations in order to facilitate this policy.

    a. If completed paperwork is received by the Payroll Department by the tenth of the month, the first withholding by the District shall be the same month. Otherwise, the first withholding shall be the following month. Companies or organizations must submit a single billing form with all their tax-sheltered accounts listed on the billing form not later than the fifth of the month.

    b. The employee, not the employer, has the responsibility to initiate a change or determination of the purchase of tax sheltered accounts in accordance with established Board policies. The District reserves the right to make unilateral changes for accounts violating Internal Revenue Service codes.

    c. Employees are permitted to revise the amount authorized for purchase of a tax sheltered account at any time. Revisions received by the Payroll Department after the tenth of the month shall be effective for the following month's payroll.

    d. Employees electing the retirement incentive shall be eligible to revise the amount authorized for purchase of tax sheltered accounts by filing a revised authorization request with the Business Office by May 31 of each year a retirement payment is due.

Section F - Employees' Personal Property - See District Policy GBGB

Section G - Group Travel Accident Insurance - See District Policy EEBC

Article VIII - Workers' Compensation

Section A - Industrial Accidents and Illness

In a case in which a work-connected disability, as determined by SDCL Title 62, prevents continuing employment of a Teacher beyond the current contract year or prevents a Teacher from beginning a school year for which he/she has signed a contract, he/she shall be guaranteed a position for a period of time not to exceed one (1) year as per Option "B" below. Before the Teacher returns, the District may require a medical certification verifying the ability to return to work.

Section B - Workers' Compensation Insurance - Work-connected Disability

1. The District provides workers' compensation benefits in accordance with SDCL Title 62 to Teachers who qualify for such benefits.

2. Upon injury, an employee shall report a worker's compensation injury or illness to his/her Immediately Involved Supervisor or Designee and follow District procedures for reporting the injury or illness to the District's Workers Compensation insurance provider.

3. An employee of the District absent due to injury or illness compensable under South Dakota's worker's compensation statutes shall choose either option "A" or option "B" of this policy.

    a. **Option "A"** The employee may use personal sick leave (excluding the sick leave assistance) to receive regular salary, with regular deductions being made, as long as the employee is determined by the District's worker's compensation insurance provider or third party administrator to be unable to return to work. The employee shall endorse and surrender to the District all worker's compensation checks received by the employee, and for each day of such absence an appropriate deduction from sick leave shall be made so as to compensate the District for the difference between the worker's compensation benefit and the employee's pay. For example, if the worker's compensation benefit is two-thirds of the employee's pay, one-third of a day shall be deducted from sick leave for each day of such absence. When the employee has exhausted sick leave, the employee shall automatically be changed to option "B".

    b. **Option "B"** The employee shall be placed on an unpaid leave of absence for a maximum of one (1) year. The employee shall receive no pay or benefits from the School District and shall only be entitled to receive the appropriate compensation under worker's compensation, as determined by the District's worker's compensation insurance provider or third party administrator. During the unpaid leave the employee may continue to participate in the group insurance plans by paying 100% of the premiums.

Article IX - Evaluation and Termination, Reduction in Force

Section A - Evaluation

1. Purpose of Evaluation
   The purpose of evaluation of professional staff shall be improvement of instruction, assessment of performance, assessment of professional growth, and determination of future employment.

   Evaluation shall be a joint process that includes both the evaluator and the person being evaluated. The process will provide a framework for communication between staff member and administrator involved in the evaluation process. The administrator and the staff member shall work together to improve instruction and enhance professional growth. In instances where staff member non-renewal is to be considered, the evaluation process shall provide a means to bring remedy to the staff member's inadequate performance prior to the decision to non-renew the contract of the employee.

2. Evaluation Handbook
   The content of the Evaluation Handbook shall be agreed upon by the parties and is part of this Agreement. The procedures set forth in the handbook shall be implemented. Teacher evaluations shall follow the requirements as set out in SDCL Ch. 13-42.

Section B - Personnel File

1. A personnel file for each Teacher shall be maintained in the District office at the Instructional Planning Center. Medical records and criminal background information are kept in separate files in the Human Resources Department. These files are and shall be confidential and access to the files shall be as determined in Section B, Item 2. Each Teacher shall have the right, upon request, to review the contents of these files. If the Teacher so requests, a representative from the Association may accompany the Teacher in this review. A representative of the Superintendent shall be present at such review. A building principal or other supervisor who maintains a file on a Teacher shall make known the existence of the site file to the Teacher.

2. Only authorized persons shall be permitted to examine the Teacher's personnel file. The Teacher, the Immediately Involved Supervisor(s) where the Teacher is assigned or is being considered for transfer, the Directors of Special Services, Curriculum Services, Human Resources, the Assistant Superintendents, the Superintendent, the In-House Counsel, the Human Resources Department staff charged with maintenance of the files, and any persons designated by the Teacher shall be authorized.

3. A written record shall be maintained in the file of the persons having access to the file and the hours and day of such examination.

4. No material derogatory to the Teacher's conduct, service, character or personality shall be placed in the Teacher's file unless the Teacher has had the opportunity to read the material. The material shall be signed by the Teacher indicating that he/she has read it.

5. If the Teacher takes exception to any statement in the file, he/she may prepare a demurral statement. Such demurral must be received in the Superintendent's office not later than ten (10) working days after the document to which the Teacher objects has been signed by the Teacher or ten (10) working days after the Teacher has become aware of the presence of a document to which the Teacher objects. The Human Resources Director shall review the demurral and attach it to the appropriate file document. The author shall be informed of the demurral. The Teacher shall have the right, upon request, to receive a copy of any document or other material in the file.

6. A Teacher shall have the right to request the removal from the file of any material he/she believes to be obsolete, to refer to corrected deficiencies, to be unfounded, or to be otherwise inappropriate. Such material shall be reviewed by a representative of the Teacher and by the Human Resources Director or Designee. If these persons agree that the material should be removed, the material shall be destroyed in the presence of the representative. Disputes over the retention of said material may be processed through the grievance procedure, commencing at Level Two.

7. Final evaluation of a Teacher upon termination of his/her employment shall be concluded prior to severance and no derogatory documents and/or other derogatory materials shall be placed in the personnel file of such Teacher after severance except in accordance with procedures set forth in this policy.

Section C - Teacher Discipline

1. No Teacher shall be disciplined without just cause. In no case shall disciplinary action be made public by the District, except as required in state law.

2. On any occasion in which a Teacher receives disciplinary action which may affect his/her employment status, the Teacher shall be notified in writing of the meeting in advance. Except in the case of Item 3, Paragraph a, following, a Teacher shall be notified of his/her right to have an Association representative present.

3. The administration and the Board shall have the authority to discipline Teachers consistent with this section. Following investigation, such discipline shall be progressive through the following steps beginning with step "a," or with whatever step may be appropriate to the situation.

   a. Oral reprimand by the principal or Immediately Involved Supervisor.

   b. Written reprimand by the principal or Immediately Involved Supervisor.

   c. Suspension without pay for up to three (3) days by the Superintendent or Human Resources Director.

d. Suspension without pay for no more than ten (10) days by the Superintendent or Human Resources Director.

e. Suspension with or without pay by the Superintendent not to exceed 90 teaching days.

4. At any discipline step except "*a*," a written communication shall state what conduct is expected, what conduct is not to occur, and the consequences of further misconduct.

5. If the behavior recurs in another contract year, any discipline shall begin with the step which is appropriate for the frequency and the lapse of time since the last disciplinary action occurred for the same or similar offense.

6. During a disciplinary investigation, when student, staff, or building safety is implicated, the Teacher may be placed on a paid leave, approved by the Superintendent, or Designee. The paid leave shall not exceed 90 days.

Section D - Teacher Dismissal

A Teacher may be terminated by the Board 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. If dismissal is contemplated, the Teacher may be suspended pending investigation. If the pre-hearing investigation and Board hearing do not result in the dismissal of the Teacher and the Teacher is reinstated, the reinstatement shall be without loss of pay or benefits unless suspension without pay is imposed as an alternate disciplinary action under Section C.

Section E - Non-reemployment Based on Evaluation

1. A Teacher shall be offered reemployment for the ensuing school year unless he/she receives in a conference a written final evaluation indicating, "Not Recommended." A Teacher in the first three full years of employment shall receive by April 15 any final evaluation indicating "Not Recommended." A Teacher in or beyond the fourth consecutive year of employment shall receive by April 15 any final evaluation indicating "Not Recommended." A list of Teachers who receive such adverse evaluations shall be provided to the Association no later than two (2) working days after the date by which Teachers must have been notified.

2. A Teacher in or beyond the fourth consecutive year of teaching, who receives a written final evaluation indicating "Recommended with Qualifications," shall have been formally evaluated according to the appropriate procedures in *The Evaluation Handbook.*

3. A Teacher in or beyond the fourth consecutive year of teaching, who receives a written final evaluation indicating "Not Recommended", shall have been formally evaluated according to the appropriate procedures in *The Evaluation Handbook.*

4. If it is determined that a Teacher in or beyond the fourth year of teaching is "Not Recommended" for reemployment, the Board or appropriate administrator shall, by

April 15, notify the Teacher in writing. This notification shall contain the reasons and charges on which the non-renewal is based, an opportunity to review his/her personnel file, and the opportunity for a hearing before the Board. The Teacher shall have ten (10) working days to request a hearing. The Board will have fifteen (15) working days to hold a hearing with reasonable notice to the Association. Within ten (10) working days of the Board hearing, the Superintendent shall provide written notice, hand delivered or sent registered mail. Any Teacher who has been notified of non-renewal must be informed of his/her right to counsel or Association representation in any of these proceedings.

5. If it is determined that a Teacher in the first three (3) consecutive terms of employment is "Not Recommended" for reemployment, the Board or Superintendent shall, by April 15, notify the Teacher in writing citing the reason(s) under Section D.

Section F - Reduction in Force

1. The Board, after considering the need to maintain existing programs, shall determine the teaching position or positions to be eliminated. After this determination, reductions in force shall be accomplished in the following order:

   a. Attrition.
   b. Teachers less than fully certified.
   c. Teachers who are not in or beyond their fourth consecutive year of employment with the Sioux Falls School District. Layoffs shall then be accomplished by seniority as stated in paragraph 4 below.
   d. Teachers with the least P-12 seniority.

2. In no event shall a Teacher be laid off pursuant to this policy unless there is an available Teacher or Teachers fully qualified and fully certified to perform all duties, including extra duties, of the person to be laid off. A certified Teacher who has not taught in a subject area for five (5) years or who has not satisfactorily completed a minimum of three (3) hours of relevant graduate course work in the preceding two (2) years shall not be fully qualified to teach in a subject area. Such Teacher may have the opportunity to become fully qualified for available positions by completing the required coursework during the intervening summer.

3. For the purpose of staff reduction, seniority shall be defined as the length of continuous employment as a P-12 teacher in the District. Seniority shall be determined by factors in the following order: first working day, date of Board employing action, date of contract offer by the District. Leaves granted with pay shall not be considered a break in continuous employment. In addition, involuntary military leave, health leave, and professional leave, even though without pay, shall not be considered as a break in employment for the purpose of staff reduction.

4. Teachers whose positions are to be eliminated shall be so notified by April 15, prior to the school year during which the layoff is to be effective. Simultaneously, the Association shall be notified of persons being laid off. The reason(s) given a Teacher who receives a notice of non-renewal because of reduction in force shall not relate to the Teacher's evaluation.

5. Teachers laid off pursuant to this policy may seek reemployment. A Teacher seeking reemployment in the District must notify the Human Resources Department in writing not later than April 30 of the calendar year for which he/she is laid off and not later than March 1 in the second year he/she is laid off. In no event shall reemployment options extend for more than two (2) years following the date of the original notice of layoff. If a Teacher refuses an offered position for which he/she is qualified and certified with the District, that Teacher surrenders all rights to reemployment.

6. Experience gained during layoff periods in other districts or jobs which qualified as experience under School District policies shall also be considered in placement on the schedule.

7. No specific position vacancy shall be considered to exist in the Sioux Falls School District until all persons qualified and certified for the specific position, and who have been laid off under these regulations have been re-employed or have surrendered their right of reemployment.

Section G - Contract Renewal and Resignation

The Human Resources Department will send Teachers a Contract of Employment for the subsequent school year during the month of May. Teachers are required to return the signed Contract of Employment to the Human Resources Department within 15 days if they intend to return for the subsequent school year. If the contract is not returned by June 15, the District will presume the Teacher does not plan to return.

Any Teacher who wishes to resign, including a request to be released from his/her contract or retirement, must submit a written statement of resignation to the Human Resources Department. Once submitted to the Human Resources Department the resignation is final and shall be presented to the Board for action.

At its sole discretion, the District may offer a stipend to Teachers employed in Shortage Areas to provide the District early notice of a resignation or retirement by a certain date.

If a Teacher resigns after they have submitted a signed Contract of Employment, the District may withhold from the Teacher's final paycheck, or collect from the Teacher, the following fixed sums as liquidated damages:

Effective Date of Resignation	**Fine Amount**
June 15- June 30	2% of salary
July 1- July 30	4% of salary
Aug 1 - First Teacher contract day	6% of salary
After first Teacher contract day	8% of salary

Article X - Leave

General Leave Statement

The beginning date of a leave is often beyond the control of the Teacher and administration, but the ending date or the return to assigned duties should coincide with the school calendar insofar as possible.

Deductions for leave without pay shall be based on the Teacher's daily rate of pay which is determined by dividing the Teacher's annual salary by the number of paid contract days as defined by the school calendar.

Section A - Long-term Leaves

This section applies to Long-Term Health Leave, State or National Association Leave, Continuing Education Leave Without Pay, Long-Term Leave Without Pay and Exchange Teaching Leave. All requests for the identified Long-term Leaves are subject to the approval of the Human Resources Director All requests for the identified Long-term Leaves must be made in writing.

With the exception of Long-Term Health Leave, long term leaves will only be approved for Teachers in or beyond their fourth year of employment.

A Teacher granted leave under this Section may elect to continue in the District's insurance program. Under Long-Term Health Leave, State or National Association Leave, Professional Leave Without Pay, Long Term Leave Without Pay and Exchange Teaching Leave the Teacher pays both the District and Teacher shares of the premium.

After April 30, Teachers on any Long-term leave without pay, with the exception of Long-Term Health Leave, shall not return to duty until the beginning of the new school term.

Long-term or extended leaves with or without pay, with the exception of Long-Term Health Leave, require that a notification of intent to return to teaching be submitted to the Human Resources Director by March 1. If the leave is for first semester only, such notification of intent to return to teaching shall be submitted by December 1. Lack of such notification shall terminate the teacher's right to employment.

The right to reemployment shall not extend beyond the school year following the March 1 notification of intent to return.

Upon return to District employment the Teacher shall be offered the same or a comparable position for which he/she is qualified and certified. No new employee shall be hired for a position for which the Teacher returning from leave is qualified and certified. If the Teacher rejects an offered position for which he/she is qualified, he/she surrenders all rights to employment. This paragraph applies to all Long-term leaves identified in this Section.

A Teacher returning to the District after a leave of absence shall in no case be considered a new Teacher but shall be granted the sick leave accumulated up to the time the leave began and shall be restored to his/her former status. All benefits to which a Teacher was entitled at the time his/her leave of absence commenced shall be restored to him/her upon his/her return.

1. Long-Term Health Leave

   a. A Teacher whose personal illness extends beyond the period compensated under sick leave shall upon request with verification of need from a medical physician be granted a leave without pay. The District reserves the right to seek a second medical opinion at the District's expense. In any case in which the second opinion differs from the first opinion, the District may require, at the expense of the District that the Teacher obtain the opinion of a third health care provider approved jointly by the Teacher and the District. The opinion of the third health care provider shall be considered to be final. This leave shall not exceed two (2) years including the compensated sick leave.

   b. Upon return from such leave during the same school year, the Teacher shall, at his/her request, be assigned to the same position.

   c. If absent beyond the school year in which the absence commenced, the Teacher shall be returned to a Comparable Position for which he/she is qualified and certified if the same position is not open.

   d. The Teacher shall return at the same step on the salary schedule which he/she occupied when his/her absence commenced.

   e. The District may, at its own expense, require a certificate of physical and mental health from a source it selects before re-employing a Teacher after such a leave of absence.

   f. Extended maternity leave requests (unpaid) fall within Long-term Health Leave. Depending on the nature of the request, the District may or may not require medical verification. This leave may extend through the end of the school year in which it was requested.

2. Professional Leave - Education Association State or National Office

   A Teacher who has been elected to a state or a national education association office shall be granted a leave of absence without pay to serve in that office subject to the following limitations:

   In no event shall a Teacher be entitled to more than three (3) consecutive terms of office under this policy. During the first three (3) years only of such leave, the Teacher shall advance on the salary schedule as if the Teacher had remained in the employ of the District.

3. Continuing Education Leave without Pay

Any Teacher may be granted a leave to continue his/her education. This leave may be used no more than one (1) year in every ten. This leave, if for a full year, shall not serve for advancement on the salary schedule.

Upon return after this leave, the salary index step shall be the same as that which the Teacher was receiving at the time of leave, if the leave occurs during the first semester of the school year. If the leave is granted during the second semester or at the end of a school year, the salary index step shall be that at which the Teacher would have been placed had he/she remained.

A written application for a full year or first semester must be submitted not later than April 15, unless extraordinary circumstances are approved by the Superintendent. Written application for second semester must be submitted not later than October 15.

Such leave of absence is to be granted only at the beginning of the school year or semester and may not be extended beyond the one (1) school year in which such leave is granted.

4. Long-term Leave without Pay

A leave of absence without pay for personal reasons for no less than one (1) semester or no more than one (1) school year may be granted subject to the following guidelines:

Such leave shall be available to Teachers when other specific leaves of absence are not appropriate to the reason for the request. Reasons for granting such leave shall include but not be limited to family responsibilities and interests; personal need for change in routine to gain a new perspective; opportunities outside the profession, excluding formal study or regular employment; or other activities and challenges that could enhance the professional growth and development of the Teacher.

A written application must be submitted to the Human Resources Director not later than April 15, unless extraordinary circumstances are approved by the Superintendent. Written application for second semester must be submitted not later than October 15.

Such leave of absence is granted only at the beginning of the school year or semester and may not be extended beyond the one (1) school year in which the leave is granted.

5. Exchange Teaching Leave

A Teacher may be granted leave for two (2) years to teach overseas.

Each year of experience shall be credited to the Teacher in determining his/her step on the salary schedule.

6. Family/Medical Leave

See District Policy - GCCAC and Regulation GCCAC-R

Section B - Sick Leave

1. Personal Illness Leave

   a. Sick leave shall be twelve (12) working days per school year, on a prorated basis, if employed for a period of less than one (1) school year. Sick leave granted for the year shall be referred to in this Agreement as current sick leave. Accumulated sick leave shall consist of previously earned but unused sick leave.

   b. Sick leave days not used by a teacher shall be permitted to accumulate to a maximum of one hundred eighty-one (181) days.

   c. Any deduction from sick leave for purposes other than sick leave shall be itemized according to the type of leave for which the deductions were made on the Teacher's record.

   d. After three (3) consecutive days of illness or injury, or if abuse is suspected, the District will require the Teacher, to furnish verification from a physician or other licensed practitioner that he/she was unable to perform his/her duties during the period of absence for which compensation is requested

   e. Payment of Sick Leave: If illness prevents the continuing employment of a Teacher beyond the current contract year or prevents a Teacher from beginning a school year for which he/she has signed a contract, he/she should be paid for all sick leave accumulated to the time of illness unless the Teacher returns to work. In that case the Teacher shall be paid sick leave for the actual time absent due to illness.

   f. In the event the Teacher does not return to work and does not accept other employment, upon the certification of a doctor that the teacher is not able to work, the accumulated sick leave shall be paid until the expiration of the sick leave.

   g. A Teacher seeking sick leave compensation for personal illness, other than pre-scheduled medical appointments, may not engage in outside employment during the day(s) he/she is requesting sick leave benefits.

2. Sick Leave Assistance Plan

   a. Each District employee eligible for personal sick leave benefits (excluding worker's compensation) may elect to participate in the Sick Leave Assistance Plan established by this Article.

   b. Each participant who has used all of the employee's personal sick leave (current and accumulated) may petition the Sick Leave Assistance Committee for sick leave assistance. However, such leave may not be granted until the employee has utilized

consecutive full days of either paid or unpaid sick leave or combination thereof in an amount equal to 200 percent of their annual sick leave allocation. Extraordinary medical circumstances may be appealed to the Superintendent.

c. The maximum number of sick leave days which the Sick Leave Assistance Committee may provide to a participant is 30 days annually.

d. Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. However, each participant who has received assistance from the Sick leave Assistance Plan must contribute one (1) day of the employee's unused sick leave entitlement to the plan.

e. The Sick Leave Assistance Committee shall be composed of one (1) representative from each of the employee groups participating in the Plan, to be selected by the respective employee groups.

f. The Committee shall establish guidelines to govern its decision-making process regarding the granting or denial of request for sick leave assistance. These guidelines are specified on the application provided by the Human Resources Department. These guidelines provide a process of insuring that sick leave assistance is made available only to those applicants who demonstrate a need for such assistance.

g. The application for additional sick leave shall be submitted to the Human Resources Department on a form provided by the Human Resources Department. The Human Resources Department will review the application and make a decision based upon the guidelines established by the Committee. In the case of a recommended denial, the Human Resources Department will review the recommendation with the Committee. A copy of the Committee's decision shall be forwarded to the employee, the building principal, the departmental director and the appropriate employee organization.

h. The Human Resources Department shall annually make a written report to the Superintendent and the committee regarding the operation of the plan during the preceding year.

3. Family Illness Leave

a. For the purpose of this section, the Teacher's family shall include: parent, step-parent, child, step-child, spouse, brother, sister, parent-in-law, sibling-in-law, daughter-in-law, son-in-law, grandchild, grandparents, grandparents-in-law, fiancée, fiancé, persons for whom you can provide written proof that you are the primary caregiver, and other members of the Teacher's household.

b. A Teacher may be granted a maximum of ten (10) days leave for family illness. Each such day shall be deducted from the Teacher's current, then accumulated sick leave.

c. In the event the serious illness of a family member requires hospitalization or treatment, the Teacher shall provide notice from the attending physician and provided that the attending physician has verified the necessity of the presence of the Teacher at the patient's bedside, no pay deductions shall be imposed. Each such day of absence shall be deducted from the Teacher's current and/or accumulated sick leave.

d. In extraordinary circumstances of family illness, the Board may approve payment of salary during the absence of a Teacher, subject to the deduction of sick leave and substitute teacher expenses at the daily rate of the lowest salary of a substitute teacher. Such approval shall be based on the recommendation of the Superintendent and the President of the Association. Such situations shall be reviewed periodically at approximately 45 calendar day intervals. The Teacher shall retain his/her teaching assignment.

Section C - Bereavement Leave

1. Each day missed for leave under this Section shall be taken from the Teacher's current sick leave first, then accumulated sick leave. In the event an employee has no current or accumulated sick leave available, up to three (3) days bereavement leave shall be allowed annually. Up to five (5) consecutive days shall be allowed in each case of death in the Teacher's immediate family, unless non-consecutive days are needed to attend funeral or other services. Immediate family shall be defined as spouse, parent, step-parent, parent-in-law, step-parent-in-law, daughter-in-law, son-in-law, brother, sister, child, unborn child, step-child, grandchild, fiancée, fiancé, niece, nephew, aunt, uncle, brother-in-law, sister-in-law, grandparents or grandparents-in-law, any member of the Teacher's household and persons for whom the Teacher can provide written proof that the Teacher is the primary caregiver.

   Additional days, shall be granted upon written request of a physician subject to the following. In extraordinary circumstances involving the death of an immediate family member as defined in the first paragraph above, the District may approve payment of salary during the absence of an employee, subject to the deduction of sick leave and substitute teacher expenses at the daily rate for a substitute teacher. Such approval will be based on the recommendation of the Superintendent and the President of the Association. Such situations shall be reviewed periodically at approximately 45 calendar day intervals. The Teacher shall retain his/her teaching assignment under this Section.

2. Leave of one (1) day per occurrence shall be allowed to attend the funeral of others close to the Teacher. In the event a full day is not used, and a substitute is employed for only one-half (1/2) day, only the half (1/2) day shall be deducted from the Teacher's current sick leave first, then accumulated sick leave.

Section D - Other Leaves

1. Adoptive Parent Leave

   Twenty (20) days leave with pay will be granted to a Teacher who adopts a child. Such leave shall be deducted from the Teacher's current then accumulated sick leave and shall consist of twenty (20) consecutive work days, one (1) of which shall be the day that the family takes custody of the child unless extenuating circumstances are approved by both the Human Resource Director and the President of the Association. If both adoptive parents are employees of the District, one parent may take his/her leave followed immediately by the other parent, or the parents may take the leave concurrently.

2. Court and Jury Leave

   Court and jury duty hold precedence over all other employment obligations in the District. A Teacher should not be penalized by loss of pay from a contracted salary while absent performing court and jury duty required by law.

   a. No Teacher shall be paid any fees for giving testimony or evidence in any civil or criminal proceeding or action on behalf of the District, provided, however, that whenever such person is required to testify and give evidence on behalf of the District in a place other than the Teacher's official residence, the Teacher shall be paid actual and necessary expenses, including mileage at the same rate then in effect in the District.

   b. When a Teacher is summoned to serve on a jury, the Teacher shall be entitled to receive regular pay from the District while so absent and without loss of any credits. The Teacher shall not be entitled to expenses from the District, and shall pay to the District any fee paid to the Teacher for service as a juror. If the Teacher is employed by the District less than full time, the fee paid to the District for a day's jury duty shall be in proportion to the Teacher's percentage of full-time employment with the District. The Teacher may retain any mileage allowance or subsistence allowance paid in connection with jury service. The amount owed by such a Teacher to the District may at the option of the District be withheld from the Teacher's pay.

   c. Any Teacher summoned or subpoenaed either as a juror or a witness shall notify his/her principal, or Immediately Involved Supervisor, in advance of such required absence so as to permit reasonable arrangements to be made.

3. Political Activity Leave or SDRS Service

   Leaves of absence for political activity for the purpose of being a candidate for political office, for holding public office or for service on the SDRS Board, shall be arranged within the framework of Board policy and law.

a. A Teacher seeking an extended leave of absence for campaigning, office holding, or other time-consuming responsibilities connected with government shall apply for such leave in writing.

b. The Board shall give the Teacher a written answer to a request for political leave or SDRS service leave.

c. If the candidate is not elected, he/she shall be returned to his/her position immediately.

d. Leaves of absence shall be arranged for a definite period of campaigning.

e. Leaves of absence for the period of holding political office, because of the wide variance of demands on time, shall be arranged on an individual basis.

f. Such leave when granted shall be unpaid unless otherwise authorized by the Board.

4. Military Leave

Teachers of the District who qualify under the Uniform Employment and Reemployment Rights Act (USERRA) shall receive all leave, benefits and protections afforded by that Act.

a. Teachers who qualify for USERRA may qualify for paid leave for a period not to exceed fifteen (15) working days in any calendar year. Time in excess of fifteen (15) days must be leave without pay.

b. Teachers requesting military leave will provide notice and documentation to the District as required by USERRA. The documentation shall be provided to the Human Resources Director or Designee.

c. A record of military leave taken will be maintained by the District.

5. Association Leave

a. The Association shall be allocated 45 days leave each school year for its members, except during a year when its President is on full-time Association status at which time the allocation shall be 20 days.

b. If an Association member is on an NEA committee or holds an NEA assignment, the allocation shall be 45 days regardless of the President's status.

c. Such leave shall be approved by the Superintendent upon notification from the Association President.

d. The Association shall remit to the District that sum of money which equals the daily rate of pay of a certified substitute teacher for each absence, or one-half (1/2) this sum for each

half (1/2) day of absence under this leave. If no substitute is required, no reimbursement shall be made. The District shall bill the Association monthly regarding reimbursement.

6. Unpaid Leave

   a. Unpaid Leave may be taken for documented medical emergencies or extenuating circumstances approved in advance by the Human Resources Director.

   b. For medical emergencies, the Teacher must notify the Immediately Involved Supervisor each day such leave is necessary. Within five (5) days of return, supporting medical documentation must be provided to the Human Resources Director.

   c. Requests for unpaid leave for extenuating circumstances must be submitted to the Human Resources Director through the Immediately Involved Supervisor at leave five (5) working days in advance of the need for the leave.

      The request must provide an explanation of the extenuating circumstance.

      Requests for unpaid leave for extenuating circumstances are not subject to the calendar restrictions in Section E, Item 4, sub-items B and C.

   d. Pay deduction shall be based on the Teacher's daily rate of pay.

7. Physical Injury

   In the event a Teacher is physically injured by a student while within the scope of his or her employment, the teacher may be allowed to leave school for the rest of the day without having to deduct from sick leave or personal leave.

Section E - Personal Leave with Pay

1. Teachers may use personal leave when a need arises and no other leave is appropriate.

2. Teachers hired prior to the 2019-2020 school year will receive three (3) current personal leave days per year. All other Teachers will receive two (2) current personal leave days per year. The first current personal day will be taken with full compensation. Second and third current personal leave days shall be deducted from the current year's sick leave.

3. A Teacher may maintain a bank of five (5) accumulated personal days. After June 1, any unused current personal days will carry-over to accumulated personal days. An unused Wellness Day (Section F below) will also be converted to a personal day for carry-over in accordance with this paragraph. Days carried over shall be deducted from current sick leave. If the Teacher does not have current sick leave days available, carry-over will not be allowed. However, if the Teacher has not used his/her first current personal day, that day can be carried over without deduction from current sick leave.

By June 1, a Teacher may also elect to exchange any of his/her current or accumulated personal leave days for payment at the Substitute daily rate. If the second or third current personal day is exchanged for pay, the day will also be deducted from current sick leave.

A form for personal leave day payment will be provided electronically by the Human Resource Department. If a Teacher does not return the form by June 1, unused current personal leave days will be moved to accumulated personal leave days, when eligible in accordance with this section.

4. Teachers may use personal leave with pay subject to the availability of a substitute, if necessary, as verified by the Immediately Involved Supervisor.

5. Personal leave with pay may be used directly by giving the Immediately Involved Supervisor at least five (5) days' notice.

6. Personal leave with pay shall be granted subject to the following conditions:

   a. No more than seven percent (7%) (rounded to the nearest whole) of the Classroom Teachers in a building may use Personal Leave with Pay or Wellness Leave days on a given day.

   b. Days may not be used the first ten (10) days of student attendance or the last ten (10) days of student attendance.

   c. Days may not be used on a day of in-service or a Teacher workday.

7. Teachers may donate their personal leave days to those employees who qualify for the Sick Leave Assistance Plan. For each personal leave day donated, a Teacher may donate one (1) sick leave day from accumulated sick leave.

Section F - Wellness Leave Day

1. Wellness leave of one (1) day, non-cumulative, may be applied for and taken if all eligibility requirements are met. This leave shall be available to Teachers who are employed by the District the entire preceding school year and who took no sick leave, family illness leave or long term health leave. The use of bereavement leave and/or personal days shall not disqualify a Teacher for this leave. Taking the leave shall not disqualify a Teacher from earning Wellness leave the next year. In lieu of taking the earned Wellness Day, a Teacher may opt to receive his or her per diem rate.

2. A Teacher may use his or her wellness day for one (1) day of sick leave. If a Teacher chooses to do so, the Teacher shall be credited as meeting the wellness leave criteria.

3. Wellness Leave will be granted subject to the following conditions:

a. No more than seven percent (7) (rounded to the nearest whole) of the Classroom Teachers in a building may use Personal Leave with Pay or Wellness Leave days on a given day.

b. Days may not be used the first ten (10) days of student attendance or the last ten (10) days of student attendance.

c. Days may not be used on a day of in-service or a Teacher workday.

Section G – Maternity Leave

1. In the event an employee has exhausted all current or accumulated sick leave available, up to ten (10) days of paid maternal gap leave shall be allowed annually for the condition of pregnancy, delivery, and recovery. Maternal gap leave shall be considered sick leave for the purpose of calculating the amount equal to 200 percent of their annual sick leave allocation in Section B, subsection 2, paragraph b above. Unused leave cannot be carried over.

Article XI - Assignment and Transfer

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:

- Previous performance evaluations
- Contributions which the Teacher could make to students in the new position
- Qualifications of the Teacher compared to those of outside candidates for the position to be filled
- Opportunity for professional growth
- Effect the transfer would have on the school from which the transfer was made
- Length of service in the District

Section B - Procedures for Voluntary Transfer

1. Teachers, either full-time or part-time, who desire a transfer for the following school year in grade and/or subject assignment, or who desire to transfer to another building or newly constructed building, shall file a Transfer Request Form. The Transfer Request Form must be completed online through the District's website.

2. A Teacher on a Plan of Assistance may not apply for a transfer until the teacher is removed from the Plan of Assistance.

   Any Teacher receiving a summary evaluation with a "qualification for rehire" may not apply for a transfer for the following year.

   A Teacher who has received a disciplinary action at the written reprimand level (Article IX Section C, Item 3, Paragraph 6) or higher within the last twelve (12) months shall not be eligible for a voluntary transfer.

3. Beginning with the second semester, vacancies for the following school year shall be posted as received on the District's website. Teachers may apply for transfer to specifically posted positions up to, but not later than two weeks prior to the first student day. If a position is posted less than two weeks prior to the first student day, a transfer request may be made provided the Teacher informs his/her Immediately Involved Supervisor in writing of the transfer request.

   Teachers interested in a posted position must submit the on-line Transfer Request Form prior to the screening date. The Teacher must inform his/her current administrator in writing of the transfer request.

4. In considering Teachers for transfer to specific vacancies, principals/administrators shall consider the criteria in Section A.

   Once a decision is made to fill a vacancy, the Human Resources Department shall notify all Teachers who requested a transfer to the position.

Section C - In-school Assignment

In order to meet the needs of the educational program, a principal may assign or reassign a Teacher to any grade or subject within the building for which the Teacher is qualified and certified.

A Teacher who has been reassigned within a school building may appeal the reassignment to the Superintendent or Designee within two (2) days of receipt of written notification by the principal of reassignment.

Prior to advertising a position outside the building, the principal or Immediately Involved Supervisor shall post notification of the vacancy for two (2) days via email. Staff interested in the vacancy must notify the Immediately Involved Supervisor in writing or via email of interest in the position prior to the expiration of the two (2) day period. The Immediately Involved Supervisor, at his or her discretion, may fill the position with any staff member within the building or affected District program, or may authorize the position posted within and/or outside the District as prescribed by District procedures.

If positions become available between the last Teacher work day of the current school year and the first Teacher work day of the next year, the positions shall be posted simultaneously for both internal and external candidates.

Section D - Involuntary Transfer for Enrollment Adjustment

1. When a reduction in the number of Teachers in a grade (elementary) or subject (secondary) within a building is necessary, staff members in that school shall be notified in writing. Volunteers who are not covered in the provisions of Article XI, Section B, Item 3 shall be transferred first, after which transfer shall be made on the basis of the following by the principal:

   - Qualifications and contributions of the staff members within the building
   - Contribution that the staff member to be transferred could make to the receiving building
   - Effect the transfer would have on the school from which the transfer is made.
   - History of previous involuntary transfers
   - Length of service within the District

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. Classroom Teachers who are involuntarily transferred from their home location to another after the eleventh (11^{th}) day prior to the first student day shall receive one-time compensation of two hundred dollars ($200) for making the transfer. Classroom Teachers involuntarily transferred on or after the first student day shall receive a one-time compensation payment of four hundred dollars ($400) and one (1) day without students to prepare his or her classroom as compensation for making the transfer.

5. Elementary Classroom Teachers who are involuntarily transferred within a building to a different grade level or main room after the eleventh (11^{th}) day prior to the first student day shall receive one-time compensation of one hundred fifty dollars ($150) for making the transfer.

6. Teachers who volunteer to transfer or who are involuntarily transferred under this Section may submit the Reassignment Preference Form upon verbal notification by their Immediately Involved Supervisor of the transfer. This Reassignment Preference Form shall be submitted to the Human Resources Department within two (2) days of verbal notification. The Human Resources Department shall take the request under advisement but is not bound to the request.

7. 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.

Section E - Superintendent's Transfer to Fill Shortage Area

When the Superintendent determines it is necessary to transfer Teachers into a Shortage Area due to unfilled positions, the Human Resources Department will post a request for volunteers. Any Teacher certified and meeting the highly qualified standards of the position may apply for consideration. If volunteers do not fulfill the Shortage Area needs, the Superintendent may then fill the open positions by involuntary transfer (Section E). If a Teacher is transferred under this Section, the District will award a stipend of $1,000, evenly distributed over the year.

Section F - Involuntary Transfer by the Superintendent

1. Involuntary transfer by the Superintendent may be made in the best interest of the District. In the event the Superintendent makes an involuntary transfer, the Superintendent shall inform the affected Teacher or Teachers in writing of the reason(s) for the transfer. The Teacher may appeal the decision to the Superintendent within two (2) days of written notification of the transfer. If the Teacher is not satisfied with the explanation after meeting

with the Superintendent, the Teacher may appeal the decision to the Board in writing within seven (7) calendar days of the Superintendent's meeting. The decision of the Board may not be appealed.

2. Teachers who are involuntarily transferred from one (1) building to another after the eleventh (11^{th}) day prior to the first student day shall receive one-time compensation of two hundred dollars ($200) for making the transfer. Teachers involuntarily transferred on or after the first day students are in session shall receive a one-time compensation payment of two hundred dollars ($200) and one (1) day without students to prepare his or her classroom as compensation for making the transfer.

3. Teachers who are involuntarily transferred by the Superintendent under this section may submit the Reassignment Preference Form upon written notification. This Reassignment Preference Form shall be submitted to the Human Resources Department within four (4) days of written notification. The Superintendent shall take the request under advisement but is not bound to the request.

4. A Teacher who has decided to resign a contractual extra duty assignment (See Appendix E.) may be transferred if necessary to establish a vacancy for a replacement within the extra duty assignment.

Section G - Teachers on Special Assignment (TOSA's)

The Association and the District agree that positions for the TOSA will be posted. The length of assignment for a TOSA position may vary depending upon the position. If a TOSA position is filled by an internal transfer, at the conclusion of the assignment, the TOSA will be reassigned if available to the same position or if the same position is not available, to a comparable position for which he/she is qualified and certified.

Article XII - Teacher Responsibilities

Section A - Teacher Liability

1. If a Teacher is named as defendant in any civil or criminal action arising out of lawful disciplinary action taken by the Teacher against a student, the District shall provide legal counsel for the Teacher's defense.

2. Time lost by a Teacher in connection with any incident as the result of taking lawful disciplinary action in the performance of his/her duties shall not be charged against the Teacher.

3. Teachers shall exercise care with respect to the safety of students and property, and the Board agrees to carry liability insurance naming the Teacher as a named insured and protecting the Teacher from damage or loss for which he/she may be liable.

Section B - Academic Freedom

Whenever any group or individual brings charges against a Teacher concerning the Teacher's freedom to teach, the District shall provide, without charge to the Teacher, the necessary and sufficient leave of absence, legal assistance, and other support for the protection of academic freedom, except when the District and the Teacher's positions are in legal opposition.

Teachers will adhere to District approved curriculum standards based on State content standards.

Section C - Political Activity - See District Policy GBI

Article XIII - Working Conditions

Section A - Class Size

1. Positive steps to be taken in controlling class size at elementary level shall be as follows:

    a. If neither changing boundary lines nor transporting students seems to be feasible, an education assistant will be employed, if the Classroom Teacher wishes, at the rate of three (3) hours per day, when the number of students exceeds 30.

    b. The principal and Classroom Teacher shall determine how the education assistant is to be used and the scheduling of his/her services.

    c. When enrollment in a specials class (art, music, PE), exceeds 30 students, an over-enrollment education assistant may be requested by the Classroom Teacher for that class period only.

2. The District will make reasonable effort to follow special education caseload guidelines.

Section B - Professional Development

1. Arrangements shall be made for Classroom Teacher/Speech Therapist visitation for all Classroom Teachers/ Speech Therapists new to the District, to visit for at least one-half (1/2) day in the classroom of another Classroom Teacher/Speech Therapist. These arrangements are made through the building principal or supervisor.

2. In addition to new Classroom Teacher/Speech Therapists visitation, 50 other Classroom Teachers/Speech Therapists may visit one-half (1/2) day in the classroom of another Classroom Teacher/Speech Therapists. Requests for such visitation will be forwarded to the Director of Curriculum Services, and may be initiated by the visiting Classroom Teacher/Speech Therapists, principal, or the directors. Each request must include a statement of purpose for the visitation.

Section C - Teacher Planning and Preparation

1. Each Classroom Teacher and Speech Therapist shall be scheduled for and receive 375 minutes of Planning Time for each consecutive five (5) days of student attendance averaged over the 176 days of student attendance per school year. No segment of time less than fifteen (15) minutes shall count towards Planning Time. Each Classroom Teacher and Speech Therapist shall schedule any portion of the 375 minutes of Planning Time not scheduled within the student day and submit his/her schedule to his/her Immediately Involved Supervisor for approval. This schedule may be modified for student supervision purposes without overload compensation as long as the Classroom Teacher is still provided 375 minutes of Planning Time within the work day. However, elementary Classroom Teachers keeping students during the "special" period are to be compensated at the on-staff substitute rate in accordance with Article VI, Section L - On-staff Substitute Teachers.

In the case of an Early Childhood Program teacher, the 375 minutes of Planning Time will be provided through the calendar when children are not in school.

Elementary Special Education teachers, whose responsibilities require them to complete evaluations to determine student eligibility for additional and/or specialized educational services, shall have time allocated within the student-instructional day for the purpose of conducting required evaluations. This 60 minutes per week of time evaluating students will be counted as direct services to a student and will count towards the 2025 minutes of Assigned Time. If the 60 minutes per week, averaged over the school year, is not sufficient for testing students, the teacher is to advise his/her immediate supervisor of the issue. The issue will be resolved at the building level. If needed, the principal will either utilize District support or the teacher will be compensated overload.

2. Secondary Level (6-12) Classroom Teachers at the secondary level (6-12) shall have no more than two (2) separate preparations per day, unless scheduled courses cannot be offered otherwise with existing building staff.

3. Overload Compensation: The District has discretion to assign a Classroom Teacher a paid overload up to 1.02 FTE to meet the needs of the District. If a Classroom Teacher volunteers to teach beyond a 1.02 FTE load, the teacher must notify the building principal of his/her willingness to volunteer, and if approved by the principal, the overload compensation will be based on the Teacher's per diem rate for the minutes of overload converted to an instructional FTE. If a Teacher's Planning Time is not provided during the traditional HS and MS Teachers' day averaged over the days of student attendance per school year, the Teacher will be compensated at the rate of .09 FTE per daily class per semester at the HS and .08 FTE per daily class per semester at the MS. If the course does not meet every day, the compensation will be on a pro-rata basis (e.g. if the course meets every other day, the compensation will be half that amount). A teacher reimbursed for overload time may have guaranteed Planning Time under paragraph 1 of this section reduced commensurately. A copy of the overload notice provided to the Teacher shall also be provided to the President of the Association.

For the purposes of determining an overload, each traditional HS and MS Teacher will be provided a minimum of forty (40) consecutive minutes of Planning Time during the scheduled student day. Traditionally this would be one period of a 7 or 8 period academic daily schedule. The Planning Time is to be averaged over the course of a year. Block course schedules may have this time planned between the start and end of the scheduled student day. Teachers assigned to more than one building and those in specialized/alternative programs will not be guaranteed a 40-minute Planning Time during the student day but will be allocated the full 375 minutes of Planning Time averaged over the days of student attendance per school year.

In the event a question arises regarding the overload calculation, the President of the Association and the Human Resources Director or Designee shall meet in order to resolve the situation.

4. Travel Time between Schools:

    a. Classroom Teachers and Speech Therapists assigned to more than one (1) building shall be allowed 30 minutes for travel and preparation time between buildings.

    b. If, because of extenuating circumstances, more travel time is needed, the individual Classroom Teacher who travels between buildings shall notify both principals, and the principals shall attempt to make the necessary accommodations. If the Classroom Teacher is not in agreement with the resolution, the Classroom Teacher may appeal to the Human Resources Director or Designee.
    The decision of the Human Resources
    Director or Designee may not be grieved.

5. No compensation or adjustments shall be made for loss of or less Planning Time during field days, field trips, assemblies or special programs, shortened weeks, or late start/early dismissal school days.

Section D - Teacher Involvement

1. There shall be Teacher involvement and preparation before any new educational programs can be implemented in the District.

2. When adopting new curriculum or programs, every effort shall be made to keep the learning standards clear, narrow and focused.

Section E - Education Assistants

With the respect to the evaluation of education assistants, the principal is responsible to conduct the evaluation with written information and/or suggestions from the Classroom Teacher. As the ultimate decision maker, the principal will sign the evaluation.

Section F - Teacher Lunch Period

The Teacher duty-free lunch period shall be scheduled to occur between the hours of 10:30 a.m. and 1:30 p.m. or during the schedule student lunch time, unless otherwise agreed upon by the Teacher and the Immediately Involved Supervisor.

Section G - Program Enhancement Projects

1. The Association and the District agree that change of a constructive nature is essential to the improvement of the educational process, and that, on occasion, experimental or new approaches differ greatly from the traditional concept of the student-teacher relationship.

2. A Program Enhancement Projects Committee shall be formed, and shall be comprised of eight (8) members, with four (4) appointed by the Superintendent and four (4) Teachers appointed by the President of the Association.

3. The Association and the District jointly support constructive innovation and experimentation, with the understanding that such programs are worked out by the professional staff, including Teachers and administrators.

4. As a step toward implementing this concept and commitment, the District agrees to appropriate the sum of $10,000 to be used for Program Enhancement Projects which may be proposed by Teachers.

5. Such a program shall be proposed first to the appropriate building faculty committee, which may submit the proposal to the Program Enhancement Projects Committee. Upon approval of the proposal, the Program Enhancement Projects Committee and the Superintendent shall jointly designate an individual or individuals to be responsible for the coordination and evaluation of the project. No single project shall be funded for more than $1,200.

Section H - Assistance for English Language Learners (ELL) and Special Education at the Elementary Level

If the number of students who qualify for English Language Learners (ELL) and/or Special Education services exceeds 25 percent of the regular elementary classroom enrollment and the regular classroom enrollment has not been assigned additional assistance for ELL or Special Education, the Classroom Teacher may request assistance in the classroom. The request must be submitted in writing to the administrator responsible for the ELL program and/or Special Education program and to the Human Resources Director. It shall be the sole discretion of the administration whether or not additional resources are added to the classroom.

Section I - Assistance for English Language Learners (ELL) and Special Education at the Middle School and High School Levels

If the number of students who qualify for English Language Learners (ELL) and/or Special Education services exceeds 25 percent of a regular classroom exceeding 28 students and the regular classroom enrollment has not been assigned additional assistance for ELL or Special Education, the Classroom Teacher may request assistance in the classroom. The request must be submitted in writing to the administrator responsible for the ELL and/or Special Education program and to the Human Resources Director. It shall be the sole discretion of the administration whether or not additional resources are added to the classroom.

Section J - Parent/Teacher Conferences

Given the District calendar, the views of Teachers shall be considered when selecting the building specific dates and times for holding parent/teacher conferences. The final decision is the sole discretion of the building administration.

Section K - Due Dates on Grades

Grades shall be due based upon the day of the week on which the quarter ends. The following chart shall be utilized:

Day Quarter Ends	Day Grades Are Due
Monday	Monday
Tuesday	Monday
Wednesday	Monday
Thursday	Tuesday
Friday	Wednesday

If the due date falls on a paid holiday within the teacher working calendar, the due date will advance one day. Other grading window extensions for unforeseen circumstances will be determined by the Superintendent/Designee.

Article XIV - Association President's Contract

Prior to March 1 each year, the Association shall notify the Superintendent in writing as to whether the Association President for the next school year shall serve in that office full-time or half-time, where half-time may be four-tenths (4/10), five-tenths (5/10) or six-tenths (6/10) time. Other proportions of time may be mutually agreed to. In the event the Association President is to serve in that office less than full-time, the assignments and duties to be performed for the District shall be determined by the Superintendent after consultation with the Association President.

The Board shall issue a contract for the following school year to the Association President which requires the Association President to perform duties for the Board in the appropriate proportion of a full-time contract. The District shall pay to the Teacher/President a regular full salary, plus social security, retirement, insurance and any other benefits which would accrue if assigned full-time to a teaching position. The Association agrees that it shall reimburse the District monthly for that proportion of such salary as corresponds to the extent to which the individual is not assigned to full-time duties with the School District.

The Association President shall be granted one (1) full year of teaching experience for each year of service as Association President. The Board shall reassign the Association President in the school year following his/her presidency to the same building, grade level, and subject matter area assignment, previously held.

Article XV - Summary, No Strike Provision, Survival

Section A - Entire Agreement

This Agreement constitutes the entire Agreement between the parties and any terms, conditions, statements, representations, oral or written, not contained in this Agreement shall not be binding on the parties.

The contents of this Agreement may not be renegotiated during the term of the Agreement except by mutual consent.

Section B - No-Strike Provision

It is recognized by the parties that SDCL 3-18-10 prohibits strikes by public employees. The Association agrees that it shall discourage, and shall not, directly nor indirectly, condone or participate in any strike. The word "strike" shall mean the failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by concerting action with others, and without the lawful approval of one's superior, or in any manner interfering with the operation of the government of the District for the purpose of coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event such prohibited activity occurs, and upon notification from the District, the Association shall immediately take such action as is reasonable and necessary to terminate such activity and to provide written evidence to the District that the same has been accomplished. If the Association believes the person(s) was not engaged in an activity prohibited by this contract, or not otherwise illegal, the right of the Association to assist the person(s) to dispute the dismissal is reserved.

The Association further recognizes and agrees that violation of this no-strike agreement by the Association shall constitute breach of the Agreement by the Association.

Section C - Survival of Recognition and No-Strike Provision

If this Agreement expires without a new Agreement between the parties, or is otherwise terminated before its intended time of expiration, the Recognition Clause (Article I, Section A) and the No-Strike Clause (Article XV, Section B) shall survive the expiration or termination until such time as a new Agreement is made by the parties, or until the Association is, pursuant to law, no longer the recognized bargaining representative.

Section D - Duration

Unless otherwise agreed to by mutual consent of the parties, this Agreement shall be effective from July 1, 2022, and shall continue in effect through June 30, 2028.

Section E - Reopening of Negotiations

During the life of this Agreement, negotiations shall be reopened for salary negotiations if the District receives additional funding from the State legislature or Federal government specifically designated for teacher or employee enhancement purposes.

During the life of this Agreement, negotiations shall be reopened if federal or state mandates impact conditions of this Agreement.

In witness whereof the parties have caused this Agreement to be signed at Sioux Falls, South Dakota, the 25th day of April, 2022.

Sioux Falls
Education Association

By _____
President

Sioux Falls
School District 49-5

By _____
School Board President

By _____
Negotiator

By _____
Business Manager

FY23 Teacher Salary Schedule

Yrs of Exp (Note 1)	Step 1	Step 2	Step 3	Step 4 (Note 2)	Step 5 (Note 2)	Step 6 (Note 2)	Step 7 (Note 3)	Step 8 (Note 3)	Step 9 (Note 4)	Step 10 (Note 4)	
Row A: 0-1 years	46,000	46,690	47,390	48,101	50,015	52,006	54,588	57,317	60,183	63,192	Row A
Row B: 2-3 years	47,104	47,811	48,528	49,256	To A6		60,637	63,668	66,852	70,194	Row H
Row C: 4-5 years	48,234	48,958	49,692	50,437	To A7		For movement to Row H see Note 7 below				
Row D: 6-7 years	49,392	50,133	50,885	51,648	To A8 (Note 3)						
Row E: 8-9 years	50,577	51,336	52,106	52,888	To A9 (Note 3)						
Row F: 10+ years	51,791	52,568	53,357	54,157	To A10 (Notes 3&4)						
Row G: 10+ years + MA	53,034	53,830	54,637	55,457	To A10 (Note 4)						

General Schedule Notes

1. Rows on steps 1-4 only pertain to experience outside the District or once a teacher has been on step 4 for 1 year. A new Teacher with an MA will be placed one row beyond the row that experience yields.
2. A Teacher must have at least a BA+24 to advance beyond Step 4.
3. A Teacher must have at least an MA to advance beyond Step 7.
4. A Teacher must have at least an MA+24 to advance beyond Step 9.
5. Note 4 does not pertain to counselors and social workers.
6. Bridges, Structured Teach, Success Academy, Flex, and Odyssey teachers will receive an additional annual stipend of $2,000 (for a 1.0 FTE).
7. Beyond Step 4, Row H is obtained based on the following criteria (in the fiscal year for which salary is being determined):
   - Cannot currently be receiving or have already received the District Retirment Incentive; and
   - Will be in at least their 25th year of teaching and at least 16th year in the District.

Advancement Grid for FY18 and Beyond

Step Prior	Step Current	Step Prior	Step Current	Step Prior	Step Current	Step Prior	Step Current
A1	A2	A2	A3	A3	A4	A4	BA+24? If Yes A5; if No B4*
B1	B2	B2	B3	B3	B4	B4	BA+24? If Yes A6; if No C4*
C1	C2	C2	C3	C3	C4	C4	BA+24? If Yes A6 or A7 (w/ MA); if No then D4*
D1	D2	D2	D3	D3	D4	D4	BA+24? If Yes A6 or A8 (w/ MA); if No E4*
E1	E2	E2	E3	E3	E4	E4	BA+24? If Yes A6 or A9 (w/ MA); if No F4*
F1	F2	F2	F3	F3	F4	F4	BA+24? If Yes A7, A9 (w/ MA) or A10 (w/ MA+24); if no F4
G1	G2	G2	G3	G3	G4	G4	MA+24, If Yes A10; if No A9

* Beginning in FY19, Teachers stuck on Step 4 must have been on previous row for 2 years before advancing to the next row.

Step Prior	Step Current
A5	A6
A6	A7
A7	MA? If Yes A8, if no A7
A8	A9
A9	MA+24? If Yes A10; if No A9
A10	A10

Note: individuals on Steps A7-A10 may be eligilbe for advancement to Row H of the appropriate Step.

ROW H

Advancement to Row H**

Step Prior	Step Current	Step Prior	Step Current	Step Prior	Step Current	Step Prior	Step Current
A7	H7	A8	H8	A9	H9	A10	H10

** A Teacher who is on Step 7 or higher for at least 1 year and will be in at least his/her 16th year in the District and at least his/her 25th year of teaching will move to Row H.

Advancement on Row H

Step Prior	Step Current
H7	MA? If Yes H8, if no H7
H8	H9
H9	MA+24? If Yes H10; if No H9
H10	H10

Appendix B

Psychologists' Salary Schedule (188 days)

Step	MA	MA+12	MA+24	MA+36	MA+48
A	$51,368	$54,450	$57,532	$60,614	$64,210
B	52,130	55,257	58,385	61,513	65,162
C	52,903	56,076	59,251	62,425	66,128
D	53,688	56,908	60,130	63,351	67,109
E	54,484	57,752	61,022	64,290	68,104
F	55,292	58,608	61,927	65,243	69,114
G	56,112	59,477	62,845	66,211	70,139
H	56,944	60,359	63,777	67,193	71,179
I	57,788	61,254	64,723	68,189	72,235
J	58,645	62,162	65,683	69,200	73,306
K	59,515	63,084	66,657	70,226	74,393
L	60,398	64,020	67,646	71,267	75,496
M	61,294	64,969	68,649	72,324	76,616
N	62,203	65,932	69,667	73,397	77,752
O	63,125	66,910	70,700	74,485	78,905
P	64,061	67,902	71,748	75,590	80,075
Q	65,011	68,909	72,812	76,711	81,263
R	65,975	69,931	73,892	77,849	82,468
S	66,953	70,968	74,988	79,004	83,691
T	74,372	78,832	83,297	87,758	92,965

Speech Therapists' Salary Schedule (188 days)

Step	MA
A	$57,268
B	58,117
C	58,979
D	59,854
E	60,742
F	61,643
G	62,557
H	63,485
I	64,426
J	65,381
K	66,351
L	67,335
M	68,334
N	69,347
O	70,375
P	71,419
Q	72,478
R	73,553
S	74,644
T	82,915

Appendix B

Psychologist Placement Schedule

Prior Years of Experience	FY18 Step	FY19 Step	FY20 Step	FY21 Step	FY22 Step
0	A	A	A	A	A
1	B	B	B	B	B
2	C	C	C	C	C
3	D	D	D	D	D
4	E	E	E	E	E
5	F	F	F	F	F
6	G	G	G	G	G
7	G	H	H	H	H
8	H	H	I	I	I
9	I	I	I	J	J
10	J	J	J	J	K
11	J	K	K	K	K
12	K	K	L	L	L
13	L	L	L	M	M
14	L	M	M	M	N
15	M	M	N	N	N
16	M	N	N	O	O
17	N	N	O	O	P
18	O	O	O	P	P
19	P	P	P	P	Q
20	Q	Q	Q	Q	Q
21	R	R	R	R	R
22+	S	S	S	S	S

Add 1 year to the prior years of Experience for each year that steps are frozen (if any).

Appendix C

FY2023-28
Hourly Rates of Pay

Duties:	**Year and Hourly Rate:**
Study Committees and Curriculum Work *(See page 26)*	**2022-23 $22.41**
IEP or 504 meeting within Work Day *(See page 26)*	**2023-24 $22.64**
Meetings/Activities beyond the Work Day *(See page 26)*	**2024-25 $22.86**
Supervision/Coaching of Evening and Weekend Activities *(See page 27)*	**2025-26 $23.09**
Required District Training *(See page 22)*	**2026-27 $23.32**
	2027-28 $23.56

Duties:	**Year and Hourly Rate:**
Summer School Compensation *(See page 19)*	**2022-23 $30.05**
Lunchtime Supervision *(See page 27)*	**2023-24 $30.35**
On-staff Substitute Teachers *(See page 27)*	**2024-25 $30.65**
Homebound or Hospital Instruction	**2025-26 $30.96**
Supplemental Instruction*	**2026-27 $31.27**
	2027-28 $31.58

*Supplementary instruction involves examining student data in the areas of non-proficiency, planning individualized lessons to target the non-proficient area(s) of each student, and delivering instruction.

Hourly Rates

Hourly Rates shall increase one (1) percent each year.

Appendix D

Extra Pay - Extra Work - Point Values and Compensation

2022-2023 Point Value is	**$127.16**
2023-2024 Point Value is	**$ _____**
2024-2025 Point Value is	**$ _____**
2025-2026 Point Value is	**$ _____**
2026-2027 Point Value is	**$ _____**
2027-2028 Point Value is	**$_____**

Referenced on Pages 24 and 25, Points will be increased by 1%

FY24-FY28

1. Category: High School	**Points:**	**Payment Method (mos.)**
A. Basketball Coaches		
1. Head Boys	53	Contract Annual
2. Head Girls	53	Contract Annual
3. Varsity Assistant Boys	35	4
4. Varsity Assistant Girls	35	4
5. Sophomore Boys	35	4
6. Sophomore Girls	35	4
7. Freshman Boys	28	4
8. Freshman Girls	28	4
B. Football Coaches		
1. Head	53	Contract Annual
2. Varsity Assistant	35	2
3. Sophomore	35	2
4. Head Freshman	28	2
5. Freshman Assistant	27	2
C. Gymnastics Coaches		
1. Head	50	Contract Annual
2. Varsity Assistant	31	4
D. Track Coaches		
1. Head Boys	53	Contract Annual
2. Head Girls	53	Contract Annual
3. Varsity Assistant Boys	35	3
4. Varsity Assistant Girls	35	3
E. Wrestling Coaches		
1. Head	53	Contract Annual
2. Varsity Assistant	35	4
3. 7^{th} & 8^{th} Grade at High Schools	25	4

Extra Pay - Extra Work - Point Values and Compensation

1. Category: High School (cont.)	Points:	Payment Method (mos)
F. Volleyball Coaches		
1. Head	53	Contract Annual
2. Varsity Assistant	35	4
3. Sophomore Head	35	4
4. Freshman	26	4
G. Cross Country Coaches		
1. Head Boys & Girls	32	Contract Annual
2. Varsity Assistant	23	2
H. Golf Coaches		
1. Head Boys	27	2
2. Head Girls	27	2
3. Freshman Boys	17	2
4. Freshman Girls	17	2
I. Tennis Coaches		
1. Head Boys	28	2
2. Head Girls	28	2
3. Freshman Boys	17	2
4. Freshman Girls	17	2
K. Cheerleader Coach		
1. Head	38	10
2. Assistant	32	10
L. Drill Team Advisor	32	10
M. Drama		
1. Drama Artistic Director	25 per play	Contract Annual
2. State One Act Play	20	10
3. Business Manager	9 per play	10

Extra Pay - Extra Work - Point Values and Compensation

1. Category: High School (cont.)	**Points:**	**Payment Method (mos.)**
4. Drama Technical Director	17 per play	10
5. Lights/Stage	7	10
N. Music		
1. Orchestra Director	51	Contract Annual
2. Band Director	58	Contract Annual
3. Vocal Director	58	Contract Annual
4. Band Director Assistant	44	10
5. Vocal Director Assistant	39	10
O. Forensics		
1. Head Debate Coach	50	Contract Annual
2. Assistant Debate	39	10
3. Head Oral Interpretation Coach	45	Contract Annual
4. Assistant Oral Interpretation	29	10
P. Publications		
1. Newspaper Advisor	42	Contract Annual
2. Annual Advisor	42	Contract Annual
3. Assistant Annual Advisor	20	10
Q. Other		
1. Student Council Advisor	33	10
2. ULE Advisor	28	10
R. Leadership		
1. Department Chairs[1]	18	10
2. ELL Department Chair[2]	18	10

Appendix D

Extra Pay - Extra Work - Point Values and Compensation

2. Category: Middle School	Points:	Payment Method (mos.)
A. Athletics - Coaching		
1. Basketball 7th Boys	14	2
2. Basketball 7th Girls	14	2
3. Basketball 8th Boys	14	2
4. Basketball 8th Girls	14	2
5. Cross Country Boys & Girls	14	2
6. Football 7th	14	2
7. Football 8th	14	.2
8. Track 7th Boys	14	2
9. Track 7th Girls	14	2
10. Track 8th Boys	14	2
11. Track 8th Girls	14	2
12. Volleyball 7th	14	2
13. Volleyball 8th	14	2
14. Extra MS Coach	14	2, 3, or 4
B. Music		
1. Orchestra Director	33	10
2. Band Director	37	10
3. Vocal Director	37	10
4. Band Director - partial[3]	19	10
5. Vocal Director - partial[3]	19	10
C. Other		
1. Student Council Advisor	26	10
2. Team Leader/Sp Ed Team Coordinator	17	10
3. ELL Team Leader[2]	17	10
4. SAT Coordinator	15	10
5. Athletic Coordinator	80	10

Appendix D

Extra Pay - Extra Work - Point Values and Compensation

3. Category: Elementary	Points:	Payment Method (mos.)
A. Music		
1. Orchestra Director[4]	12	10
2. Band Director[4]	11	10
3. Vocal Director	21	10
B. Leadership		
1. SAT Coordinator	11	10
2. SpEd Evaluation Team Leader[5]		
A building with less than 30 IEP's	6	10
A building with 30 to 70 IEP's	9	10
A building with more than 70 IEP's	11	10
3. NAC Coordinator	8	10

Notes:

[1]High school departments of twelve (12) FTE or more shall be granted one (1) period for department chairperson responsibilities. Departments of less than twelve (12) FTE shall be granted one-half (1/2) period for department chairperson responsibilities. Only in the special education department shall education assistants count as FTE's, because of the nature of the supervision required. The release time is in addition to extra pay-extra work compensation. High school department chairpersons shall be in the school two (2) days beyond the veteran teacher contract. Whether these days are at the beginning or end of the school year shall be in each case determined by the building principal on an annual basis.

[2]Grant funded - If funding is discontinued, the position shall not be automatically funded by the District. If the value of a position increases or decreases, the grant dollars shall be changed accordingly. The General Fund dollars shall not be affected by such changes.

[3]The word "partial" reflects a part-time assistant within a program at a middle school.

[4]Extra pay positions with additional building responsibilities shall receive five (5) points per additional elementary building.

[5]The IEP count is based upon the previous year's December 1 count. These positions are funded by Special Education and are not included in the point pool.

Appendix E

Contractual High School Extra Duty Assignments

Referenced on Page 25 of the Agreement

Basketball - Head Coach, Boys and Girls
Football - Head Coach
Gymnastics - Head Coach
Track - Head Coach, Boys and Girls
Wrestling - Head Coach
Volleyball - Head Coach
Cross Country - Head Coach, Boys and Girls
Drama - Drama Artistic Director
Music - Orchestra Director, Band Director, Vocal director
Forensics - Head Debate Coach, Head Oral Interpretation Coach
Publications - Newspaper Advisor, Annual Advisor
Oral Interpretation - Head Coach

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made between the Sioux Falls School District 49-5, hereinafter referred to as the "District" or "Board", and Sioux falls Education Association, hereinafter referred to as the "Association"; and

Whereas, the District and Association negotiated a Collective Bargaining Agreement ("Agreement ") signed April 25, 2022, for the period beginning July 1, 2022; and

Whereas, pursuant to Article I, Section H(2), Agreements which would amend this Agreement shall be written documents in the form of Memorandums of Understanding (MOUs), shall be signed by the Superintendent and the Association President, and thereupon, become part of this Agreement.

Whereas, the 2024 SD Legislature passed SB 127 which requires school districts to increase average teacher salaries at rate equivalent to 97 percent of the increase in general fund state aid, and the parties met to determine the effect on the salary portion of the Agreement, in accordance with Article IV, Section C(4).

Whereas, the School Board desires to attract and retain high quality teachers, including activities coaches, advisors, etc.

Whereas, the parties agree the current Teacher Salary Schedule (Appendix A) and Extra Pay – Extra Work – Point Value and Compensation need to be amended to best recruit and retain high quality teachers and coaches.

NOW, THEREFORE, the parties hereto agree:

I. Replace Appendix A, the Teacher Salary Schedule with Attachment 1 of this MOU.

II. Replace Appendix D, the Extra Pay – Extra Work – Point Value and Compensation schedule with Attachment 2 of this MOU.

III. Amend Article V, Section A(4) to read as follows:

> Fall open house, curriculum nights, or back-to-school nights involving parents and students may be scheduled provided that the Teacher workweek does not exceed 40 hours excluding duty free lunch as specified above. Prior to these meetings, Teachers who teach exclusively in elementary schools will have a total of four hours of paid time in no less than two-hour increments solely for the purpose of organizing their classrooms.

IV. Amend Article V, Section C(1) to read as follows:

In the event that the Superintendent directs emergency school closings, one (I) day shall be added to the end of the school calendar for each day of emergency school closing. Teachers shall not be required to report to their work location on the Teacher workday associated with the conclusion of the first semester.

176 days - Student attendance
7 days - Legal holidays
193 days - New Teacher contract
189 days - Veteran Teacher contract

V. Amend IV, Section C by adding a new subsection 5 to read as follows:

In the case of shortage area positions, the Senior Director of Human Resources may designate up to five (5) "wild card" contract offers annually, where compensation exceeds the years of service and degree designations for each step. The total pay for a wild card position shall not exceed 115% of the highest step placement. There shall not be more than 25 "wild card" positions in the District at any one time. This salary option is available for current and incoming staff, at the discretion of the Senior Director of Human Resources.

VI. Amend Article VI as follows:

Section A(1), shall read as follows:

The extra pay - extra work point system determines compensation according to Appendix D.

If the Administration wishes to add positions that call for the payment of extra duty pay, the position and job description will be submitted to the Extra Pay - Extra Work Committee by January 1 to determine the pay for the new position. It shall be the responsibility of the Administration to fund the position through the budget process. The new dollars shall be added to the total dollars in the points pool.

Section A(3) is suspended through FY28.

Section B shall be amended to read as follows:

Extra Pay for extra work shall be based upon Appendix D.

Dr. Jane Stavem, Superintendent

Date 4-8-24

Tim Eckart, SFEA President

Date 4-8-24

Attachment 1

APPENDIX A: FY25 Teacher Salary Schedule

	Yrs of Exp (Note 1)	Step 1	Step 2	Step 3	Step 4	Step 5 (Note 2)	Step 6 (Note 2)	Step 7 (Note 3)	Step 8 (Note 3)	Step 9 (Note 4)	Step 10 (Note 4)	
Row A	0-1 years	51,716	52,233	52,755	53,283	55,414	57,631	59,936	62,333	64,826	68,046	Row A
Row B	2-3 years	52,750	53,278	53,811	54,349	To A6		61,434	63,891	66,447	69,747	Row B
Row C	4-5 years	53,805	54,343	54,886	55,435	To A7		66,577	69,240	72,009	75,586	Row H
Row D	6-7 years	54,881	55,430	55,984	56,544	To A8 (Note 3)		68,241	70,971	73,809	77,476	Row I
Row E	8-9 years	55,979	56,539	57,104	57,675	To A9 (Note 3)						
Row F	10+ years	57,099	57,670	58,247	58,829	To A10 (Notes 3&4)		For movement to Rows B, H, & I see Note 7 below				
Row G	10+ years + MA	58,241	58,823	59,411	60,005	To A10 (Note 4)						

General Schedule Notes

1. Rows on steps 2-4 only pertain to experience outside the District or once a teacher has been on step 4 for 2 years. A new Teacher with an MA will be placed one row beyond the row that experience yields.
2. A Teacher must have at least a BA+24 to advance beyond Step 4.
3. A Teacher must have at least an MA to advance beyond Step 7.
4. A Teacher must have at least an MA+24 to advance beyond Step 9.
5. Note 4 does not pertain to counselors and social workers.
6. Classroom teachers at Bridges, Axtell Park Middle School, or High School Behavior Programs at Axtell Park will receive an additional annual stipend of $4,000 (for a 1.0 FTE) for FY23-FY25. In FY26 the annual stipend will return to the original amount of $2,000 (for a 1.0 FTE).
7. Beyond Step 4, Rows B, H, & I are obtained based on the following criteria (in the fiscal year for which salary is being determined):
   - All: Cannot currently be receiving or have already received the District Retirement Incentive; and
   - Row B: Will be in at least their 17th year of teaching and at least 13th year in the District.
   - Row H: Will be in at least their 25th year of teaching and at least 16th year in the District.
   - Row I: Will be in at least their 25th year of teaching and at least 20th year in the District.

Other Note

The District will eliminate Step 1 for FY25 and may eliminate Steps 2 or 3 anytime through FY28. If the District eliminates two steps in a single year, those Teachers on the lower step being eliminated will receive two steps for the following year (i.e. if Steps 2 and 3 are eliminated for FY27, Teachers on Step 2 in FY26 will move to Step 4 in FY27). This Note replaces Article IV, Sections 8 and 9 of the Agreement.

Attachment 1
APPENDIX A (Continued)

Advancement Grid for FY18 and Beyond

Step		Step		Step		Step	
Prior	Current	Prior	Current	Prior	Current	Prior	Current
A1	A2	A2	A3	A3	A4	A4	BA+24? If Yes A5; if No B4
B1	B2	B2	B3	B3	B4	B4	BA+24? If Yes A6; if No C4
C1	C2	C2	C3	C3	C4	C4	BA+24? If Yes A7; if No then D4
D1	D2	D2	D3	D3	D4	D4	BA+24? If Yes A7 or A8 (w/ MA); if No E4
E1	E2	E2	E3	E3	E4	E4	BA+24? If Yes A7 or A9 (w/ MA); if No F4
F1	F2	F2	F3	F3	F4	F4	BA+24? If Yes A7, A9 (w/ MA), or A10 (w/ MA+24), if no F4
G1	G2	G2	G3	G3	G4	G4	MA+24, If Yes A10; if No A9

Note: From FY19 through FY25, Teachers stuck on Step 4 had to wait two years before advancing to the next row. Beginning with FY26, they no longer have to wait two years to move between rows.

Step	
Prior	Current
A5	A6
A6	A7
A7	MA? If Yes A8, if no A7
A8	A9
A9	MA+24? If Yes A10; if No A9
A10	A10

Note: Individuals on Steps A7-A10 may be eligible to advance to Row B, H, or I of the appropriate Step (see below).

Advancement to Rows B, H, & I beyond Step 4

Step		Step		Step		Step		
Prior	Current	Prior	Current	Prior	Current	Prior	Current	
A7	B7	A8	B8	A9	B9	A10	B10	(1)
B7	H7	B8	H8	B9	H9	B10	H10	(2)
H7	I7	H8	I8	H9	I9	H10	I10	(3)

(1): A Teacher who is eligible for Step 7 or higher and will be in at least his/her 13th year in the District and at least his/her 17th year of teaching will move to Row B of the appropriate step.

(2): A Teacher who is eligible for Step 7 or higher and will be in at least his/her 16th year in the District and at least his/her 25th year of teaching will move to Row H of the appropriate step.

(3): A Teacher who is eligible for Step 7 or higher and will be in at least his/her 20th year in the District and at least his/her 25th year of teaching will move to Row I of the appropriate step.

Advancement on Row B, H, & I

Step	
Prior	Current
*7	MA? If Yes *8, if no *7
*8	*9
*9	MA+24? If Yes *10; if No *9
*10	*10

* stands for either Row B, H, or I (e.g B7 to B8 if MA)

Note: Teachers may also move diagonally (e.g. from B8 to H9) if they attain the necessary experience to move to the next row in the same year he/she is moving the step (e.g. a Teacher moving from B8 to B9 could move to H9 if he/she achieved the necessary experience according to Note (3) above in the same year).

Attachment 2

APPENDIX D

LEVEL	POSITION	New Pay Group	Current Pay	New Pay	increase	%	Step 1	Step 2	Step 3	Step 4	Step 5
MS	Athletic Coord - Boys/Girls	1	12,238	12,360	122	1.0%					
HS	Band Director	2	7,394		369	5.0%	7,375	7,596	7,824	8,059	8,301
HS	Vocal Director	2	7,394		369	5.0%	7,375	7,596	7,824	8,059	8,301
HS	Football Head Coach	3	7,139		428	6.0%	7,189	7,405	7,627	7,856	8,092
HS	Basketball Head Coach - Boys	4	6,756		338	5.0%	6,740	6,942	7,150	7,365	7,586
HS	Basketball Head Coach - Girls	4	6,756		338	5.0%	6,740	6,942	7,150	7,365	7,586
HS	Track Head Coach - Boys/Girls	4	6,756		338	5.0%	6,740	6,942	7,150	7,365	7,586
HS	Volleyball Head Coach	4	6,756		338	5.0%	6,740	6,942	7,150	7,365	7,586
HS	Wrestling Head Coach	4	6,756		338	5.0%	6,740	6,942	7,150	7,365	7,586
HS	Assistant Band Director	5	6,119	6,694	575	9.4%					
HS	Assistant Vocal Director	5	6,119	6,694	575	9.4%					
HS	Gymnastics Head	5	6,374		320	5.0%	6,358	6,549	6,745	6,947	7,155
HS	Debate	6	6,374		223	3.5%	6,267	6,455	6,649	6,848	7,053
HS	Oral Interpretation	6	5,737		860	15.0%	6,267	6,455	6,649	6,848	7,053
HS	Orchestra Director	6	6,501		96	1.5%	6,267	6,455	6,649	6,848	7,053
HS	Livestream Coordinator	7	5,354	5,500	146	2.7%					
HS	Soccer Head Coach - Boys	7	6,756		(1,256)	-18.6%	5,225	5,382	5,543	5,709	5,880
HS	Soccer Head Coach - Girls	7	6,756		(1,256)	-18.6%	5,225	5,382	5,543	5,709	5,880
HS	Softball Head Coach - Girls	7	5,227		273	5.2%	5,225	5,382	5,543	5,709	5,880
HS	FB Varsity Ass't Coach	8	4,972	5,354	382	7.7%					
HS	Publications - Newspaper	8	5,354	5,354	-	0.0%					
HS	Publications - Yearbook Advisor	8	5,354	5,354	-	0.0%					
HS	Assistant Debate	9	4,972	5,020	48	1.0%					
HS	Assistant Oral Interpretation	9	3,697	5,020	1,323	35.8%					
MS	Band Director	10	4,717	4,819	102	2.2%					
MS	Vocal Director	10	4,717	4,819	102	2.2%					
HS	BB Sophomore Coach - Boys	10	4,462	4,819	357	8.0%					
HS	BB Sophomore Coach - Girls	10	4,462	4,819	357	8.0%					
HS	BB Varsity Ass't Coach - Boys	10	4,462	4,819	357	8.0%					
HS	BB Varsity Ass't Coach - Girls	10	4,462	4,819	357	8.0%					
HS	Track Vrsty Ass't Coach - Boys/Girls	10	4,462	4,819	357	8.0%					
HS	Vball Soph Coach	10	4,462	4,819	357	8.0%					
HS	Vball Varsity Ass't Coach	10	4,462	4,819	357	8.0%					
HS	Wrestling Vrsty Ass't Coach	10	4,462	4,819	357	8.0%					
MS	Orchestra Director	10	4,207	4,819	76	1.8%					
HS	Competition Cheer Head Coach	11	4,207		337	8.0%	4,317	4,447	4,580	4,717	4,859
HS	Competition Dance Head Coach	11	4,079		465	11.4%	4,317	4,447	4,580	4,717	4,859
HS	FB Freshman Coach	11	4,207	4,544	337	8.0%					
HS	Cross Country Head Coach - Boys/Girls	12	4,079		204	5.0%	4,069	4,191	4,317	4,447	4,580
HS	Gymnastics Varsity Assistant	13	3,952	4,150	198	5.0%					
HS	BB Freshman Coach - Boys	14	3,569	4,016	447	12.5%					
HS	BB Freshman Coach - Girls	14	3,569	4,016	447	12.5%					
HS	FB Freshman Ass't Coach	14	3,824	4,016	192	5.0%					
HS	Powerlifting Head - Girls	14	3,442		574	16.7%	3,815	3,929	4,047	4,168	4,293
HS	Soccer JV Coach - Boys	14	4,462	4,016	(446)	-10.0%					
HS	Soccer JV Coach - Girls	14	4,462	4,016	(446)	-10.0%					
HS	Softball JV Coach - Girls	14	4,207	4,016	(191)	-4.5%					
HS	Student Council Advisor	14	4,207	4,016	(191)	-4.5%					
HS	Tennis Head Coach - Boys	14	3,824		192	5.0%	3,815	3,929	4,047	4,168	4,293
HS	Tennis Head Coach - Girls	14	3,824		192	5.0%	3,815	3,929	4,047	4,168	4,293
HS	Vball Freshman Coach	14	3,569	4,016	447	12.5%					
HS	Golf Head Coach - Boys	15	3,442		345	10.0%	3,598	3,706	3,817	3,932	4,050
HS	Golf Head Coach - Girls	15	3,442		345	10.0%	3,598	3,706	3,817	3,932	4,050
HS	Drama Artistic Director (per play)	16	3,187	3,346	159	5.0%					
HS	Cross Country Vrsty Ass't Coach - Boys/Girls	17	2,932	3,175	243	8.3%					
HS	E-Sports NEW	17					3,016	3,106	3,199	3,295	3,394
504 Coord El/MS	> 190 504s (School with No Success Coord, Using Teacher or Counselor)	18	2,550	2,677	127	5.0%					
MS	Assistant Band Director	19	2,422	2,550	128	5.3%					
MS	Assistant Orchestra Director	19	2,422	2,550	128	5.3%					
MS	Assistant Vocal Director	19	2,422	2,550	128	5.3%					
HS	Publications - Assistant Yearbook Advisor	19	2,550	2,550	-	0.0%					

APPENDIX D

LEVEL	POSITION	New Pay Group	Current Pay	New Pay	Increase	%	Step 1	Step 2	Step 3	Step 4	Step 5
HS	State One-Act Play Director	19	2,550	2,550	-	0.0%					
MS	EL Team Leader, MS	20	2,167	2,409	242	11.2%					
MS	FB 7th Grade Coach	20	2,040	2,409	369	18.1%					
MS	FB 8th Grade Coach	20	2,040	2,409	369	18.1%					
MS	Publications Advisor, MS **(bldg funded 02-03)**	20	2,040	2,409	369	18.1%					
MS	Special Ed Team Coord	20	2,167	2,409	242	11.2%					
MS	Team Leader	20	2,167	2,409	242	11.2%					
HS	Assistant Drama Tech Director (per play)	20	2,167	2,409	242	11.2%					
HS	Competition Cheer Ass't Coach	20	2,295	2,409	114	5.0%					
HS	Competition Dance Ass't Coach	20	2,167	2,409	242	11.2%					
HS	Golf JV Coach - Boys	20	2,167	2,409	242	11.2%					
HS	Golf JV Coach - Girls	20	2,167	2,409	242	11.2%					
HS	Tennis JV Coach - Boys	20	2,167	2,409	242	11.2%					
HS	Tennis JV Coach - Girls	20	2,167	2,409	242	11.2%					
ELEM	Vocal Director	20	2,677	2,409	(268)	-10.0%					
SPED	SPED Department Chair, Communtiy Campus	21	2,295	2,295	-	0.0%					
SPED	SPED Department Chair, HS	21	2,295	2,295	-	0.0%					
SPED	SPED Department Chair, Psychologist	21	2,295	2,295	-	0.0%					
HS	Department Chairs	21	2,295	2,295	-	0.0%					
HS	EL Dept Chair, HS	21	2,295	2,295	-	0.0%					
504 Coord El/MS	150 - 189 504s (School with No Success Coord, Using Teacher or Counselor)	22	2,167	2,275	108	5.0%					
ELEM	Artistic Director (Eugene Field Funded)	23	2,040	2,142	102	5.0%					
HS	Head Sideline Cheer Winter (BBB)	24					1,952	2,011	2,071	2,133	2,197
HS	Head Sideline Cheer Winter (GBB)	24					1,952	2,011	2,071	2,133	2,197
MS	BB 7th Grade Coach - Boys	25	1,785	1,982	197	11.0%					
MS	BB 7th Grade Coach - Girls	25	1,785	1,982	197	11.0%					
MS	BB 8th Grade Coach - Boys	25	1,785	1,982	197	11.0%					
MS	BB 8th Grade Coach - Girls	25	1,785	1,982	197	11.0%					
MS	Track 7th Grade Coach - Boys	25	1,785	1,982	197	11.0%					
MS	Track 7th Grade Coach - Girls	25	1,785	1,982	197	11.0%					
MS	Track 8th Grade Coach - Boys	25	1,785	1,982	197	11.0%					
MS	Track 8th Grade Coach - Girls	25	1,785	1,982	197	11.0%					
MS	Vball 7th Grade Coach	25	1,785	1,982	197	11.0%					
MS	Vball 8th Grade Coach	25	1,785	1,982	197	11.0%					
MS	Wrestling 7th/8th Grade Coach - Boys	25	1,785	1,982	197	11.0%					
MS	Wrestling 7th/8th Grade Coach - Girls	25	1,785	1,982	197	11.0%					
HS	Head Sideline Cheer Fall (FBB)	25					1,883	1,939	1,997	2,057	2,119
MS	Additional MS Coaches	26	1,785	1,910	125	7.0%					
MS	Cross Country Coach - Boys/Girls	26	1,785	1,910	125	7.0%					
MS	Performance Dance Coach 7th/8th	26	1,785	1,910	125	7.0%					
MS	Soccer 8th Grade Coach - Boys	26	1,785	1,910	125	7.0%					
MS	Soccer 8th Grade Coach - Girls	26	1,785	1,910	125	7.0%					
MS	SAT Coordinator	27	1,912	1,874	(38)	-2.0%					
MS	Student Council Advisor	27	3,314	1,874	(1,440)	-43.5%					
HS	ULE Advisor	27	3,569	1,874	(1,695)	-47.5%					
504 Coord El/MS	>190 504s (If the school has a Success Coord)	27	1,785	1,874	89	5.0%					
504 Coord El/MS	110 - 149 504s (School with No Success Coord, Using Teacher or Counselor)	27	1,785	1,874	89	5.0%					
ELEM	Orchestra Director	28	1,530	1,683	153	10.0%					
ELEM	Technical Director (Eugene Field funded)	29	1,530	1,606	76	5.0%					
SPED/ELEM	Special Education Eval Team Leader (>70 IEPs)	30	1,402	1,472	70	5.0%					
ELEM	Band Director	30	1,402	1,472	70	5.0%					
ELEM	SAT/MTSS/Problem Solving Team Coordinator	30	1,402	1,472	70	5.0%					
504 Coord El/MS	150 - 189 504s (If the school has a Success Coord)	30	1,402	1,472	70	5.0%					
504 Coord El/MS	70 - 109 504s (School with No Success Coord, Using Teacher or Counselor)	30	1,402	1,472	70	5.0%					
HS	Sideline Cheer Fall Assistant Coach	31		1,205							
SPED/ELEM	Special Education Eval Team Leader (30 - 70 IEPs)	31	1,147	1,205	58	5.1%					

Attachment 2

APPENDIX D

LEVEL	POSITION	New Pay Group	Current Pay	New Pay	Increase	%	Step 1	Step 2	Step 3	Step 4	Step 5
504 Coord El/MS	110 - 149 504s (If the school has a Success Coord)	31	1,147	1,205	58	5.1%					
504 Coord El/MS	30 - 69 504s (School with No Success Coord, Using Teacher or Counselor)	31	1,147	1,205	58	5.1%					
HS	Head Drama Lights/Stage (Full Year)	32	892	1,071	179	20.1%					
HS	Native American Coordinator, Elem	32	1,020	1,071	51	5.0%					
HS	Art Show & Gallery Manager	33	892	937	45	5.0%					
SPED/ELEM	Special Education Eval Team Leader (<30 IEPs)	34	765	803	38	5.0%					
HS	Head Drama Business Mgr (per play)	34	1,147	803	(344)	-30.0%					
504 Coord El/MS	1 - 29 504s (School with No Succuss Coord, Using Teacher or Counselor)	34	765	803	38	5.0%					
504 Coord El/MS	70 - 109 504s (If the school has a Success Coord)	34	765	803	38	5.0%					
ELEM	Business Director (Eugene Field Funded)	35	382	382	-	0.0%					

Notes

1 Steps: Apply to head coach/director (coach) positions. Step 1 = 1st & 2nd year of experience Step 2 = 3rd & 4th, Step 3 = 5th & 6th, Step 4= 7th & 8th, and Step 5 = 9th & beyond. Assistant coaches with 5 to 9 continuous years of experience in the same sport/activity (activity) who receive a head position in that activity will be placed on Step 2. Those with 10+ years will be placed on Step 3. Current head coaches hired from outside the district with head coaching experience in the same activity will receive steps for experience.

2 Percent Increases for positions with steps are based on projected medians. Individuals on Step 5 will receive a higher percentage increase.

3 Hold/Harmless: anyone whose position was recalculated at a lower amount will be allowed to remain at their current rate of pay until the schedule catches up to their current rate. All new hires will be at the rate established above for FY25.

4 Sideline Cheer Coach Positions: split into three distinct head coaching positions and the assistant position was eliminated for the winter season. An assistant for the fall remained (Head Fall Football, Head Winter BB, Head Winter GB).

5 Point Values: Point values for assignments not on this schedule are $130.03 in FY25 & will increase 1% annually.

6 Appeals: There will be no appeals to the current rates until FY29. New positions will be evaluated by the extra duty/extra pay committee per the agreement.