

2021-2022

NEGOTIATED AGREEMENT

BY AND BETWEEN

OELRICHS SCHOOL DISTRICT 23-3

AND

OELRICHS EDUCATION ASSOCIATION

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NEGOTIATED AGREEMENT BETWEEN
THE OELRICHS SCHOOL DISTRICT NO. 23-3
AND THE OELRICHS EDUCATION ASSOCIATION

This agreement made and entered into at Oelrichs, South Dakota, pursuant to the provisions of SDCL 3-18-8, by and between the Oelrichs School District No. 23-3, hereinafter called District, and Oelrichs Education Association, hereinafter referred to as Association,

WITNESSETH:

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

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

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

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

ARTICLE I
RECOGNITION

The District recognizes the Association as the exclusive formal representative for the purposes of negotiations under SDCL 3-18 for the unit designated as regularly employed certified personnel including all classroom and special education teachers. Notwithstanding this recognition, the parties hereto understand and agree that any individual teacher, or group of teachers, shall have the right at any time to present grievances to the District and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this agreement, and provided the Association has been given the opportunity to be present at such adjustment.

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

ARTICLE II DISTRICT RIGHTS

In recognizing the Association as the exclusive formal representative as hereinbefore provided, the District retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities imposed upon and vested in it by the laws and the Constitution of the State of South Dakota and of the United States, including, but without limiting the generality of the foregoing, the rights and responsibilities set forth in SDCL 13-18-1, 13-8-39 and 13-10-2. These management rights include, but are not limited to the following:

1. To utilize personnel, methods, and means in the most appropriate and efficient manner possible, to manage and direct the employees of the District, to hire, schedule, promote, transfer, assign, train, or retrain employees in positions with the District, and to suspend, non-renew, discharge, or take other appropriate action against employees for just cause;
2. To determine the size and composition of the work force, to eliminate or discontinue any job or classification, and to lay off employees for lack of work or lack of appropriate funds;
3. To determine the objectives of the District and the method and means necessary to efficiently fulfill those objectives, including the transfer, alternation, curtailment, or discontinuance of any services; the establishment of acceptable standards of job performance, the purchase and utilization of equipment and the utilization of seasonal, temporary, and part time employees;
4. To provide reasonable standards and rules for employees; and
5. To determine the method of fulfillment of objectives of the District, whether by its employees or by contracting or subcontracting with respect to all of the District's services.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by such expressions of limitation relating to the unit

as are contained in this agreement and then only to the extent such expressed limitations are in conformance with the Constitution and the laws of the State of South Dakota and the Constitution and laws of the United States.

ARTICLE III
DISCRIMINATION

The District prohibits discrimination based on race, color, religion, ethnic background, national origin, sex, pregnancy, age, disability, status as a veteran, sexual orientation, gender identity, marital status, political affiliation, citizenship, or any other characteristics protected by law. The requirement for equal opportunity extends to all aspects of employment such as recruitment, hiring, training, compensation, discipline, demotion, termination, promotion, and transfer.

ARTICLE IV
TEACHER CERTIFICATION

A. Recording of Certification

All teachers shall provide the business office with a valid South Dakota teaching certificate.

B. Continuing Education Requirements

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

ARTICLE V
MEDICAL EXAMINATION

If at any time there is reasonable cause to believe that a teacher is suffering from an illness detrimental to the health of the pupils, the District may require a certification of health. Such teacher may also be required to attend an examination by a physician designated by the District at the expense of the District. If there is a difference of opinion between the medical providers, the District may request a third opinion from an independent physician, the cost of which shall be shared equally between the parties.

ARTICLE VI
TEACHING DAY

A. The normal work week for each week school is in session the work day shall be from 7:45 A.M. to 3:30 P.M. This includes a regular thirty (30) minute lunch break. Additionally, one (1) day per month during the school year the normal teaching day shall be extended one (1) additional hour for professional development or other meetings. Responsibilities for noon duty supervision shall be distributed equitably among the teaching staff. Notwithstanding the above, the building principal or other appropriate supervisor may adjust break to meet the needs of the level (elementary, middle school, or senior high) to which the teacher has been assigned.

B. Teachers are expected to be in their assigned area or building from 7:45 A.M. until the time set for teacher departure from the building, unless extra-duty, extra-activity or extra-curricular assignments, or other instructional-related duties conflict. Teachers shall be assigned a full daily teaching load which will include one planning or preparation period, classroom responsibilities, and such additional duties as may be assigned in order to complete the required hours of attendance as set forth herein.

C. Teachers are required to attend parent meetings, supervision of students, and teacher meetings which are included in the normal work day and which may extend the normal hours beyond the normal work day. With the prior approval from the Superintendent teachers shall be compensated at the rate of Twenty-Two Dollars (\$22.00) per hour for performance of professional duties (i.e., tutoring, book study) upon completion of the assignment. Teachers who perform ticket taking positions shall be paid Twenty Dollars (\$20.00 per night).

D. As set forth in the School Calendar as adopted by the Board, Parent/Teacher Conference and/or "Back to School Night" will be counted as one-half (1/2) day in session. If absent from either Parent/Teacher Conference or Back to School Night, the teacher will be required to use one-half (1/2) day leave.

E. Each teacher shall be required to sign up, or they will be assigned, to attend and supervise students for one extracurricular event (i.e., music concerts, parent nights, sporting events, etc.) per semester. Teachers who work additional extracurricular events shall be entitled to additional personal leave at the rate of one half (1/2) of the hours worked at the additional extracurricular event. Teachers who fail to fulfill the requirements of this paragraph are not eligible to use personal leave in conjunction with a school vacation or holiday as permitted under Article XV, Section C, paragraph 3.

F. In the case of in-service days prior to student contact days, the Superintendent will establish a time schedule which will include the reporting time, lunch time, and departure time for said days. Such schedule will be part of the before school information sent to all teachers. In case of general meetings, a dismissal time shall be designated by the Superintendent.

G. Teachers are expected to serve on committees as necessary. Such meetings will be held within the scheduled duty day when reasonably possible. In making committee assignments consideration will be given to the work involved in each particular assignment, and committee assignments will be distributed among the various members of the teaching staff insofar as reasonably possible. If the meeting time extends beyond the scheduled duty day, the teacher will be able to flex departure time on subsequent days by mutual agreement with the principal.

H. All activities under the direction and supervision of the school system are considered to be an integral part of the curriculum. Teachers, including those with extra-curricular assignments listed in the attached Appendix II, may be assigned an equitable share of responsibilities designed to provide a balanced program for the students of the District. In an effort to achieve reasonable equity in the distribution of such responsibilities, extra-duty assignments and extra-activities, such as are described below, shall be distributed as equitably as reasonably possible among the teachers. Extra-duty and extra-activity assignments will be made by the building principal.

I. The extra-curricular salary schedule shall be in accordance with the attached Appendix II.

ARTICLE VII REPORTING ABSENCES

It is the responsibility of every teacher to report an absence, whether or not a substitute is required. Arrangements for a substitute teacher shall be made by the administration. The District will be responsible for hiring a substitute and will provide coverage when requested and available.

If a teacher shortens or returns early from a leave request and fails to notify the Business Office in time to release such teacher's substitute and the substitute is paid for one-half (1/2) day because of reporting for duty, the teacher shall have deducted from his or her pay deposit the amount so paid to the substitute.

For the purpose of taking leave or paying a substitute teacher, four (4) hours will constitute a half-day (1/2) of work.

ARTICLE VIII
INDIVIDUAL TEACHER'S CONTRACTS

A. All individual contracts with teachers employed by the District, and covered by this agreement, shall be in writing or in electronic or written format and signed by the teacher and the president of the Board of Education.

B. Individual teacher's contracts shall be in the form as provided in Appendix III. Extra-curricular contracts shall be in the form as provided in Appendix IV. All such contracts shall be signed in not less than duplicate, with one (1) copy filed in the Business Office and one (1) copy to be retained by the teacher.

C. Teachers in their second year of employment and thereafter shall be paid in twelve (12) equal installments. First year teachers shall be paid in ten (10) equal installments beginning in September of the year of hire. Extra-curricular salaries will be paid according to the procedures identified in Appendix II.

D. If a teacher resigns from or fails to complete an extra-curricular contract, all unearned compensation shall be deducted from the following month's pay deposit.

E. A teacher who believes his or her compensation is deficient must inform the business office within ten (10) days in order to correct the error. A verification or rejection of the teacher's claim shall be given by the District within ten (10) days after receipt of the teacher's claim. Any underpayment of compensation shall be made within five (5) business days or at the time of the issuance of the next payroll whichever is greater.

F. If an overpayment has been made, the teacher has the option of repaying the District in one (1) lump sum payment or by making installment payments over the remaining pay periods in the fiscal year.

ARTICLE IX
EXPENSE REIMBURSEMENT

A. Employees covered by this Agreement shall be reimbursed for out of pocket costs incurred while traveling out of District for school related activities. Only expenses essential to the purpose of the trip will be reimbursed. Expenditures for personal telephone calls, entertainment, and similar expenses of a personal nature are not reimbursable.

B. Receipts are required for all reimbursable expenses. This includes receipts for airline tickets, motel bills, taxi or other transportation, and other expenditures, except meals.

C. Meals will be paid at the State rate. The maximum travel allowance for meals and lodging shall be at the state rate as set by the State Board of Finance or as authorized by the Board of Education in the case of special circumstances.

D. Mileage allowance when traveling by private automobile will be paid according to state rates. Mileage allowance will be paid only if there is not a school vehicle available for use.

E. Employees who provide transportation for school activities shall be reimbursed for their actual round-trip mileage equivalent to or above the state rate, provided that the mileage expense incurred is approved by the Superintendent prior to the activity. Employees who are asked to represent the District at professional meetings or activities with the prior approval of the Superintendent shall also be reimbursed for the actual round-trip mileage at a rate equivalent to or above the state rate.

ARTICLE X

CONTRACT RENEWAL AND CONTINUING CONTRACTS

A. Individual teaching contracts for the following year shall be issued by the District on or before May 1st.

B. Individual contracts for certified teachers employed by the District, and the annual renewal, nonrenewal, or termination thereof shall be governed by the provisions of SDCL 13-43-6.1 through 6.9.

ARTICLE XI

DISCIPLINE, SUSPENSION, AND TERMINATION

A. Teacher Discipline

1. In no case shall disciplinary action be made public by the District, except as required by law.

2. On any occasion in which it is contemplated that a teacher may receive disciplinary action, the teacher shall be notified of such meeting in advance and may have a representative present.

3. The Administration and/or the Board of Education shall have the authority to discipline teachers using any or all of the following in its sole discretion:

- a. Oral reprimand by the principal or supervisor.
- b. Written reprimand by the principal or supervisor.
- c. Suspension with or without pay by the principal. The suspension may be for up to ten (10) days. Within five (5) days after receipt of the notice of suspension, the employee may appeal the suspension to the Superintendent. The Superintendent may affirm, overrule, or modify the suspension in his or her sole discretion. The decision of the Superintendent shall be final.
- d. Upon the recommendation of the Superintendent, the Board of Education may suspend a teacher, with or without pay, for a period not to exceed ninety (90) teaching days.
- e. Termination by the Board of Education.

B. Teacher Dismissal

1. A teacher may be terminated by the Board of Education at any time for just cause, including, but not limited to, breach of contract, poor performance, incompetent performance, gross immorality, unprofessional conduct, insubordination, neglect of duty, violation of any policy or regulation of the School District, or any other good and sufficient reason.

2. Whenever the District contemplates termination of employment of a teacher, the teacher shall be given an opportunity to share her/his side of the story before the District makes a final recommendation (a teacher may be immediately suspended with or without pay prior to the meeting when warranted). The teacher shall be entitled to have a representative of the Association present during any such meeting.

3. If the District recommends termination of employment, the teacher will be suspended from employment pending completion of the termination process. Suspension from employment shall be without pay. If the Board of Education hearing does not result in the dismissal of the teacher and the teacher is reinstated, the reinstatement shall be without loss of pay or benefits unless suspension without pay is imposed as an alternate disciplinary action.

4. In the event the District recommends termination of employment, the termination process shall proceed in accordance with the provisions of SDCL 13-43-6.1 to 6.9.

ARTICLE XII
ASSIGNMENT AND TRANSFERS

A. The District shall have the right in its sole discretion to assign and transfer teachers to any teaching position within the District. In the event the District elects to make an involuntary transfer of a teacher, it shall prior to making the involuntary transfer discuss the reason(s) for such transfer with the teacher(s) affected thereby.

B. In the event of a job vacancy, the District shall advertise/post the vacancy. All teachers may apply for posted vacancies. Teachers who apply for the vacancy and are granted an interview will be notified of the decision when the vacancy is filled.

C. Extra-Curricular Vacancies: When a vacancy occurs, the District will advertise/post the vacancy. Employees who apply for the vacancy and are granted an interview will be notified of the decision when the vacancy is filled.

ARTICLE XIII
TEACHER EVALUATION

A. Overview

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

B. Meetings

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

C. Frequency of Evaluation

1. Probationary Teachers. Probationary teachers are all of those teachers who are not in or beyond their fourth term of employment in the District. Probationary teachers shall be formally evaluated at least once every year.

2. Continuing Contract Teachers. Continuing contract teachers are those who are in or beyond their fourth term of employment in the District. Continuing contract teachers shall be formally evaluated at least once every other year. When conducted, evaluations shall be completed by the end of the school year unless individual circumstances necessitate earlier completion.

D. Procedure for Evaluation

1. When an evaluation form has been completed by the principal, assistant principal, or supervisor most directly responsible for the teacher's work, a conference shall be held with each teacher to discuss the evaluation. All completed evaluations, which shall note any deficiencies and provide suggestions for correction, shall be signed by the evaluator and the teacher, and a copy of such completed form shall be given to the teacher. Signing of the form by the teacher shall not imply agreement with the evaluation, but merely indicates that the evaluation was discussed.

2. Employment recommendations on continuing contract teachers shall be checked in one (1) of three (3) categories:

- ... Recommended
- ... Recommended with qualifications
- ... Not recommended

ARTICLE XIV

PERSONNEL FILES AND COMPLAINTS AGAINST TEACHERS

A. A teacher while employed by the District shall have the right, upon request, to review the nonconfidential contents (i.e., items other than references, medical records covered by federal and state law) of his/her personnel file within the presence of a District official and to receive copies at his/her own expense of any documents contained therein. The teacher has the right to have a representative of the Association present during the teacher's review of the file. A teacher shall have the right to indicate those documents or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent or designee. If the Superintendent or designee

agrees that the materials are obsolete or otherwise inappropriate to retain, they shall be destroyed.

B. In the event material claimed to be obsolete or inappropriate is retained in the teacher's personnel file, the teacher shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed and shall also have the right to submit a written answer to such material for inclusion into the teacher's personnel file.

C. Any complaint regarding a teacher made to any member of the Administration or Board of Education by any parent, student, or other person which is used in the evaluation of that teacher shall be called to the attention of the teacher. The teacher shall be given an opportunity to respond to such complaint.

ARTICLE XV LEAVE PROVISIONS

A. Sick Leave

1. Sick leave is provided to give a reasonable amount of protection for teachers and the District so that teachers who are ill (including emotional and mental disorders), injured, or otherwise physically disabled (including pregnancy related disabilities) will not feel compelled or be required to attend to duties when such disabilities exist.

2. Sick leave may also be used for the illness or death of an immediate family member. Immediate family member is defined as spouse, mother, father, brother, sister, children, father-in-law, mother-in-law, grandparents, and any other person for whom the teacher has been appointed as guardian/conservator.

3. On the first contract day of each school year, each teacher shall be granted seventy-two (72) hours of sick leave. Unused sick leave days may be accumulated to a total of seven hundred (700) hours. Effective July 1, 2017, teachers who have previously accumulated unused sick leave in excess of 700 shall be entitled to use the excess hours above 700.

4. Teachers hired after the beginning of the school year will be allocated a pro-rated amount.

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

6. Each teacher shall present a signed statement indicating the reason for the absence. Such statement is to be filed in the business office. The principal or other supervisor may request a physician's statement concerning such absence for any absence of more than three (3) consecutive days. Additionally, the District may request the teacher to furnish a fitness to return to work statement from his/her personal physician. The District, at its own expense, may obtain a second opinion (Independent Medical Exam) from a physician or other medical provider. The teacher shall be required to attend any required examination. If there is a difference of opinion between the medical providers, the District may request a third opinion from an independent physician the cost of which shall be shared equally between the parties.

7. Any teacher who willfully violates or misuses these sick leave provisions or who misrepresents any statement or condition shall be subject to disciplinary action and shall forfeit up to, but not in excess of, thirty (30) days of such teacher's accumulated sick leave.

8. A disability due to pregnancy shall be treated like any other disability. The release time for expectant parents will follow the guidelines established by the Family and Medical Leave Act.

9. In the event of a serious medical condition, an eligible teacher may be entitled to leave under the Family and Medical Leave Act

10. In the event of a Reduction in Force, a teacher who has been approved for or is on an approved leave of absence shall be subject to the Reduction in Force provisions of this Agreement.

B. Sick Leave Bank

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

a. The absence for which bank days are requested must be of such a nature that the absence is unavoidable during the school year and absence from duties is a necessity.

b. Each newly hired teacher may contribute one (1) day of his or her sick leave to the bank for the first three (3) years of employment unless he or she chooses not to participate on or before the first Monday in September of the year.

c. Teachers who are beyond their fourth year of employment will not have to contribute, but will be eligible to participate if they have donated the previous three (3) years.

d. To participate in the sick leave bank, teachers must complete and file a contribution form with the business manager on or before the first Monday in September.

e. In the event the total number of days in the sick leave bank falls below one hundred (100) days, each teacher desiring to participate in the sick leave bank is required to contribute at least one (1) additional day of sick leave during each year of employment until the bank has accumulated a total of at least sixty (60) or more days of sick leave.

f. A participating teacher must use all of their personal and accumulated sick leave before borrowing any days from the sick leave bank. A participating employee may borrow five (5) times the number of days contributed to the sick leave bank; however, thirty (30) days shall be the maximum number of days any employee may use in one (1) school year.

g. A participating teacher may only draw from the sick leave bank for his or her own personal illness or disability, or personal illness or disability of the teacher's spouse or children.

h. Teachers who have used leave from the sick leave bank may contribute additional days each year thereafter to replenish the amount of sick leave available for them to withdraw, provided that a teacher may not contribute a greater number of days than needed to replenish their available sick leave account in accordance with the following schedule:

<u>Number of Replenishing Days Needed</u>	<u>Number of Days Withdrawn</u>
1 day	1-5 days
2 days	6-10 days
3 days	11-15 days
4 days	16-20 days
5 days	21-25 days
6 days	26-30 days
7 days	31-35 days
8 days	36-40 days
9 days	41-45 days
10 days	46-50 days
11 days	51-55 days
12 days	56-60 days

i. All requests for use of the bank must be in writing and submitted to the business manager on the designated form. The written request must be supported by a medical certification signed by the teacher's personal physician or appropriate family member's physician. Upon receipt, the business manager shall present the same to the Sick Leave Committee for review and approval. The Sick Leave Bank Committee shall be comprised of two teachers and the District business manager.

j. The Sick Leave Committee shall review the teacher's request and, if approved, make a recommendation to the Board for approval.

k. A teacher may petition the entire Association to borrow additional sick leave, not to exceed an additional thirty (30) days. If the petition is approved by a majority of the Association, the recommendation shall be forwarded to the Board.

l. The Board retains the right to approve or reject any recommendation received from the Sick Leave Bank Committee or by the Association.

m. The Sick Leave Bank Committee or the Association may periodically review the status of the sick leave bank and the status of any participating employee who has drawn from the sick leave bank. As of July 1, 2019, the Sick Leave Bank has 50 days of leave available for use.

n. All sick leave bank records shall be kept at the business office which shall handle the administration of the sick leave bank.

o. Days in the bank shall be withdrawn on a first-come, first-served basis and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.

p. Days withdrawn from the sick leave bank shall be paid at the per diem rate for the individual participant for the applicable school year.

C. Personal Leave

1. Thirty-two (32) hours of personal leave per year shall be available to teachers. Subject to the operational needs of the District this leave shall be for personal reasons and there will be no salary deduction for use of these hours. Any unused Personal Leave granted after July 1, 2017, shall be paid to the teacher at the end of the fiscal year at the teacher's per diem rate of pay. Any previously accumulated days of unused personal leave shall continue to accumulate as sick leave

until the teacher reaches the maximum allowable accumulation of sick leave as specified in Article XV A. Sick Leave, paragraph 3 (i.e., 700 hours). New employees hired on or after July 1, 2017, shall not be allowed to accumulate unused personal leave, but instead shall be paid for the same as provided above.

2. In order to ensure classroom coverage and the efficient operations of the District, and subject to the other restrictions and limitations contained in Section C Personal Leave, employees desiring to use more than fifteen (15) hours of personal leave in a single block (i.e., "extended leave") during the school year, shall submit by October 1st for the first semester and by February 1st for the second semester a leave request form to the business office specifying the dates for which leave is requested. A failure to submit the required extended leave request form by the dates required may result in the denial of the leave requested. Any conflicts in concerning the days requested for extended leave shall be determined based on seniority.

3. Except as provided in paragraph 2 hereof dealing with extended leave and/or in the case of emergency, employees shall complete the leave request form and submit the request a minimum of ten (10) school days prior to the date of the requested leave. In the event of an emergency, the Superintendent or designee may waive this timeline.

4. Personal Leave cannot be used immediately preceding or immediately following a regularly scheduled school vacation or holiday and may not be used during the first or last two (2) weeks of the teachers' school year as identified on school calendar. The exceptions to the above are:

a. For the purpose of taking oral and written examinations required to complete college courses (Masters, Specialists, Doctorate).

b. For the purpose of attending graduation ceremonies of the teacher or relatives of the teacher (relatives include: spouse, parent, parent-in-law, child, step-child, brother, sister, grandchild, son-in-law, daughter-in-law, niece, nephew, or legal ward).

c. Subject to the fulfillment of the requirements set forth in paragraph E of Article VI Teaching Day, and the operational needs of the District, teachers may request permission from their supervisor to use one day of personal leave for the day immediately preceding or immediately following a regularly scheduled school vacation or holiday. Requests will be considered in the order received, but no more than one employee may be gone preceding the scheduled school vacation or holiday, and only one employee may be gone at the end of the scheduled school vacation or holiday. If an employee has been

previously granted permission to take personal leave in conjunction with a scheduled school vacation or holiday during the school year in question, then preference shall be given to the next employee who has not previously requested personal leave in conjunction with a school vacation or holiday. If an employee has failed to fulfill the requirements to paragraph E of Article VI, the employee is not eligible to use personal leave in conjunction with a regularly scheduled school vacation or holiday. The Superintendent may approve the use of Personal Leave within the first or last two (2) weeks of the school calendar. Decisions of the Superintendent are not grievable.

d. Attendance at funerals of an immediate family member.

5. In the event of multiple requests for personal leave which will impair the operations of the District, the Superintendent may deny but not revoke already approved personal leave. Decisions of the Superintendent are subject to the grievance procedure.

D. Military Leave of Absence

1. Leaves of absence may be granted for military purposes in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (38 USC § 4301 *et seq*) and the provisions of South Dakota law (SDCL § 3-6-19 *et seq* and SDCL § 33-17-15.1). Teachers must give written or verbal notice to their principal and the Assistant Superintendent of Support Services or designee.

2. Upon completion of the military service, the teacher shall be entitled to reinstatement in the previous position held, subject to the following conditions:

a. The position has not been abolished in which case the teacher shall be reinstatement to a similar like position;

b. The cumulative length of the teacher's military leave absences from employment do not exceed five (5) years;

c. The teacher is qualified and capable of performing the duties of the position;

d. If the service was less than thirty-one (31) days, the teacher gives notice to the Superintendent and returns to work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight (8) hour rest period;

e. If the service is between thirty-one (31) and one-hundred eighty (180) days, the teacher must apply for reemployment no later than fourteen (14) days after completion of military service, unless impossible or unreasonable to do so through no fault of the teacher, then as soon as possible by notifying the Superintendent in writing of complication;

f. If the service is one-hundred eighty-one (181) days or more, the teacher must apply for reemployment no later than ninety (90) days after completion of military service.

3. A teacher who is reemployed is entitled to the seniority and other rights and benefits determined by seniority that the teacher had on the date of the commencement of service in the uniformed service plus the additional seniority and rights and benefits that the teacher would have attained if the person had remained continuously employed.

4. Any teacher on military leave is required to pay the employee cost of any funded benefit required of other employees on a leave of absence.

5. The teacher may continue coverage under the District's health, life, and dental insurance paying one-hundred percent (100%) of the full premium under the Plan, except in the case of a teacher who performs service in the uniformed services for less than thirty-one (31) days, in such case the teacher continues health, life, and dental coverage by paying the employee's share of the premium for such coverage.

6. The maximum period of coverage for a teacher and his or her dependents is the lesser of a twenty-four (24) month period beginning on the date on which the teacher's absence began or the day after the date on which the teacher fails to apply for or return to a position of employment as described above.

7. A leave of absence shall be granted to teachers in order to receive military training with the armed forces of the United States, not to exceed fifteen (15) days in any one calendar year. The request for leave must be made on the regular leave form and must include evidence defining the date of departure and, if reasonably possible, the date of expected return. The teacher shall indicate whether the teacher wishes to take a leave of absence with or without pay. If paid leave is requested, the District shall pay the teacher the regular salary due for the month in question, less the amount of military pay received by the teacher. Any payment from the military shall be credited against the obligation owed by the District. The teacher shall provide the Business Office with a copy of the military pay stub. Teachers are encouraged, whenever possible to make arrangements to take their training during the summer recess.

E. Professional Leave

1. At the discretion of the Superintendent, teachers may be granted professional leave to attend meetings or conferences of an educational nature, and to visit other schools. Professional leave, when granted, shall be without salary deduction. Reimbursement of approved expenses incurred in attendance will be paid in accordance with the terms of this Agreement.

2. Upon return from Professional Leave, the teacher shall file with the Superintendent of Schools an itemized and verified accounting of expenses.

3. The teacher shall be prepared to present such reports as may be requested by the Superintendent or designee.

F. Jury Duty

1. An employee who is called to serve on a jury shall be excused from teaching duties with no loss of pay, provided an amount equal to the compensation received for jury service is remitted to the District.

2. Teachers who are subpoenaed to testify in court (in a case in which they are not a party) shall receive full pay from the School District for the time they are required to be in court. All fees received for such court appearances or service shall be remitted to the District.

G. Civic Duty

One day per year of paid leave shall be granted to each employee who receives prior approval from the Superintendent to perform a civic duty.

H. Inclement Weather

Personal leave may be granted and deducted when employees are unable to fulfill their contractual obligations due to inclement weather, unless the Superintendent has called school off.

ARTICLE XVI
GROUP INSURANCE PROGRAM

A. The District shall provide a group insurance program consisting of health insurance. The benefits are as set forth in the Master Plan document on file in the Business Office.

B. The District shall pay a flat rate as set forth in Schedule A of coverage for all full time teachers. Employees who choose not to enroll in the school insurance will receive Two-Hundred Dollars (\$200.00) per month in lieu of insurance.

C. Eligible teachers may elect to obtain coverage under the program for their dependents as defined in the master insurance policies. In such instances, the teacher shall be responsible for the payment of premium for such dependent coverage.

D. The District shall establish an auto-payment plan allowing for the automatic payroll deduction for the premium cost for insurance including dental and vision supplement insurance.

ARTICLE XVII LAYOFF - REEMPLOYMENT RIGHTS

A. Order of Reduction

In order to continue to provide the educational services needed in the event the Board of Education determines that a reduction in force shall occur, the following factors will be considered in determining the individuals to be retained or laid off:

1. The educational needs of the district and the ability of the district to provide the educational services required;
2. Performance evaluations;
3. Certifications and endorsements;
4. Experience;
5. Operational impact on the district;
6. State and federal mandates;
7. Administrative recommendations.

B. Reemployment

Continuing contract teachers (i.e., those in or beyond their fourth term of employment with the District) who are laid off (i.e., whose contracts are not renewed due to a reduction in force) shall have reemployment preference for a period of one (1) year from the day of layoff or notification of nonrenewal of their contract. Such continuing contract teachers who seek reemployment under this provision must notify the Superintendent in writing no later than February 1 of their desire to be reemployed. The notification shall include documentation of any additional "qualifications" obtained following layoff. Failure to notify the Superintendent by

February 1 shall result in forfeiture of reemployment preference under this provision. The same factors as set forth above shall be followed in determining the order in which individuals may be recalled from layoff.

C. Termination of Employment

The employment relationship shall terminate only when a teacher:

1. Resigns.
2. Is terminated.
3. His or her contract is not renewed.
4. Retires.
5. Fails to report to work at a position within the time established in a written notification to return. The Superintendent or designee shall give written notice to those teachers who are to return to work after an absence by mailing such notice to the last address furnished to the business office by the teacher. Any teacher thus notified must, within day five (5) days after the mailing of such notification, advise the Superintendent in writing whether he or she intends to return to work and must report for work within eight (8) days after the mailing of such notice.
6. Is laid off or is absent because of illness or injury for a continuous period of one (1) year, unless such time is extended in writing by the Superintendent or fails to notify the Superintendent or designee on February 1 as provided in Section B of this Article.

D. The provisions of this Article shall not apply to the release or non-reemployment of teachers who have been employed in positions for which a terminal date was established at the time of employment.

E. Where the term "certification" is used herein, it shall mean that which is on file in the business office as of February 1 of each year. Additional certification received after February 1 will be considered for provisional contracts and/or reinstatement but not for a reduction in force in such year.

F. A reduction of a full-time teacher to part-time status shall not be considered a layoff under this Article.

ARTICLE XVIII
RESIGNATIONS

A. Resignations shall be submitted to the Superintendent prior to the issuance and signing of a new contract for the ensuing school year. Resignations received after the issuance and signing of a new contract shall be subject to the liquidated damages listed under Breach of Contract.

B. Resignations shall be filed in the business office at least forty-five (45) calendar days prior to the effective date of resignation. In the event the District finds and contracts with a suitable replacement prior to the expiration of the forty-five (45) day period, the teacher may be released from contract at that time.

C. Breach of Contract – If a breach of contract occurs, the following liquidated damages shall apply:

July 15 – July 31	\$500.00
August 1 – August 15	\$1,000.00
August 16 – up to the first Duty Day	\$2,000.00
First Duty Day through the end – of the school year	\$3,000.00

D. In the event a teacher is paid on a twelve month basis and terminates his or her employment before the completion of full term of employment, the teacher shall reimburse the District for the wages paid for the months of July and August.

E. In cases of emergency or unforeseen circumstances beyond an individual's control, or upon mutual agreement between the teacher and the District, a waiver of liquidated damages may be granted by the Board of Education. Such requests for a waiver should be made in writing to the Superintendent or designee.

ARTICLE XIX
WORKER'S COMPENSATION

A. Any teacher who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Laws of the State of South Dakota.

B. Such compensation shall be supplemented with an amount sufficient to maintain such teacher's regular salary for a period not to exceed his or her sick leave reserve.

ARTICLE XX
SALARY AND TEACHER CLASSIFICATION

A. Salary Schedules

1. The salary schedule shall be in accordance with the attached Appendices I and II. All employees covered by this agreement shall be paid in accordance with the provisions of these Appendices.

2. The lanes of the salary schedule (Appendix I) are based upon the specified levels of education.

3. With respect to the incremental increases as set forth in the salary schedule, a teacher must teach for at least one (1) full semester in the District to be qualified for an incremental increase. Increments from one (1) school year to the next are not automatic.

4. All degreed noncertified personnel as defined herein shall be hired and compensated at ninety-eight percent (98%) of the applicable step.

B. Signing Bonus Areas of High Need

1. Based upon the needs of the District, it may be determined that a posting in an area of high need is required. In such cases the posting for these areas may designate a signing bonus.

2. A teacher newly employed by the District in a posted area of high need may be granted a signing bonus.

3. A current teacher not employed in a high needs area may receive the signing bonus upon approval of a change in position to a high need area. A current teacher in a high need area who receives approval for a change to a different high need area shall not receive a signing bonus.

4. If the District involuntarily transfers a teacher to a position in a designated area of high need, the teacher shall receive the signing bonus.

5. The amount of the signing bonus shall be determined by the Board of Education at the time the teacher is hired or transferred. The signing bonus shall be paid in two installments: one half in September and one half in June.

6. If a teacher resigns or is terminated during the school year, the signing bonus shall be deducted from any remaining pay due to the teacher. A signing bonus will be prorated to days actually worked if a teacher begins after the start of the school year or takes a leave of absence after the signing bonus has been assigned.

C. Increments for Previous Experience

1. A newly hired teacher will be classified for placement on the

salary schedule at the time their individual contract is offered to them. At that time, they will be placed on the schedule at the levels warranted by their experience, training, and education, subject to verification. Individuals shall not be given experience credit exceeding five (5) years. The Board, in its sole discretion, may allow no more than three (3) years of additional experience for actual teaching experience.

2. In order to receive the specified salary schedule classification beyond the bachelors or masters degree, a teacher must have earned the additional hours of college credit at the graduate level after receipt of his/her present degree and teaching certification documented with a certified copy of the college/university transcript. Such hours cannot be earned prior to the date the teacher's present degree and teaching certification were conferred. Such hours must be obtained from accredited schools. Hours must be in the field or fields in which a teacher is teaching or in related education fields (guidance, technology, psychology, special education, and/or education).

3. Previous teaching experience includes school administrative experience and supervisory work in approved (North Central Association or equivalent) teacher training institutions.

4. Credit shall be allowed up to two (2) years on the extra duty schedule. (Appendix II).

D. Advancement

Teachers who wish to enroll in a course of study to complete an advanced degree or a designated number of credit hours shall by January 15th or by June 15th notify the business office in writing of the program they are pursuing and the expected graduation date. Thereafter, teachers shall provide the business office with written notification on the Lane Change Form. Lane Change Forms are located in business office. Advancement will be made only upon receipt of official transcripts or verification of hours if transcripts are not yet processed. Official verification must be received in the business office by June 15 so that adjustments can be made by July 1st or by January 15th so adjustments can be made by February 1st.

E. Elementary Teacher Stipend

If an elementary teacher (K-5) is required to teach a combination classroom, the teacher shall receive a stipend of \$2,000 for that school term.

ARTICLE XXI
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by a teacher, or teachers, employed by the District, that there has been a violation, misinterpretation, or inequitable application of any of the terms of this agreement, except that the term "grievance" shall not apply to any matter as to which (a) the method of review is prescribed by law, or (b) the Board of Education is without authority to act.

2. An "aggrieved person" is a teacher or teachers employed by the District asserting a grievance.

3. "Association" shall mean the Oelrichs Education Association.

4. "Board" shall mean the Board of Education of the District.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise from time to time. The proceedings under the procedure will be kept as informal and confidential as appropriate at any level of the procedure.

C. Discrimination and Representation

1. The District shall not discriminate against any teacher, any party in interest, or any other participant in the grievance procedure by reason of such participation.

2. Any aggrieved person or party in interest may be represented at any level of the grievance procedure by a person selected by the aggrieved person.

D. Time Limits

1. No grievance shall be recognized unless it is presented within fifteen (15) calendar days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. The same time limit shall apply to any group grievance as described in this Article.

2. If the employee fails to adhere to the time limits or procedures established in the procedure, the grievance shall be considered null and void.

3. If the aggrieved person or appropriate administrator is unable to attend or meet with the aggrieved person due to an absence or illness, the meeting will be rescheduled.

4. The time limits specified in this Article may be extended by mutual agreement, provided the time extension is requested within the time limits set forth in this Article.

5. If a time period provided in this Article expires during a weekend or vacation period occurring during the school year, the time limit shall be extended to include the next regularly scheduled working day.

E. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum, and every effort should be made to expedite the process. All grievances must be submitted on the required form to the Superintendent with a copy filed with the appropriate personnel as outlined below.

2. Informal Level: Prior to the expiration of fifteen (15) calendar days, the potential grievance must first be discussed with the teacher's principal or immediate supervisor with the objective of resolving the matter informally. The teacher must notify the supervisor that this meeting is the Informal Level of a Grievance Proceeding either electronically or in writing. At this time the teacher may discuss the potential grievance personally or may request that a representative accompany him/her and/or act on his/her behalf.

3. Level 1: If the potential grievance is not resolved informally, it will be submitted to the principal/supervisor in writing on the proper grievance form. The Level 1 grievance must be submitted within fifteen (15) calendar days of when the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. The principal/supervisor shall hold the Level 1 meeting with the teacher within ten (10) calendar days of the request, and a decision will be rendered within ten (10) calendar days following the Level 1 meeting. If the principal/supervisor fails to provide a written decision within ten (10) calendar days, then the aggrieved person may proceed to file at Level 2. This step may be waived by mutual written and signed agreement of the grievant and the immediate supervisor. If so, the grievance may proceed to Level 2 provided the grievant files the grievance at Level 2 within ten (10) calendar days.

4. Level 2: If the aggrieved person is not satisfied with the disposition of the grievance at Level 1, the aggrieved person may file the grievance in writing with the Superintendent within ten (10) calendar days after the grievance decision has been rendered at Level 1. The Superintendent shall meet with the aggrieved person in an effort to resolve the grievance. Such meeting shall take place

within ten (10) calendar days after the receipt of the written grievance at Level 2. Within ten (10) calendar days after said meeting, a decision in writing shall be rendered to the aggrieved person. If the Superintendent fails to provide a written decision within ten (10) calendar days, then the aggrieved person may proceed to file at Level 3.

5. Level 3: If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, the aggrieved person may file the grievance in writing with the Board of Education within ten (10) calendar days after the grievance decision has been rendered at Level 2. The Board of Education will hold a hearing on the grievance within thirty (30) calendar days of receipt of the grievance. Within ten (10) calendar days after the hearing, the Board of Education shall render its decision in writing to the aggrieved party and the Association.

6. Level 4: If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, the aggrieved party may within thirty (30) calendar days initiate an appeal to the Department of Labor and Regulation. The decision of the Department shall be binding on the aggrieved person and the District in accordance with the provisions of SDCL 3-18-15.2. The investigation and hearing held by the Department shall be conducted in accordance with the rules and regulations of the Department.

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

F. Miscellaneous Provisions

1. If a grievance affects a group of teachers from more than one (1) building, such grievance may be submitted in writing directly to the Superintendent's office, and the processing of such grievance may be commenced at Level 2. A group grievance must be submitted within the time limitations set forth in D above.

2. The District and Association shall provide and utilize the grievance procedure form attached to this Agreement as Appendix V. A supply of grievance forms shall also be on file with the business office and the Superintendent.

3. All procedural documents and records dealing with the processing of a grievance shall be kept in separate sealed portion of the personnel file of any of

the participants. Any such documents and records may only be opened based upon the written approval by the Superintendent.

4. The District shall make available to the aggrieved person or the aggrieved person's representative all pertinent information, not privileged under law, in its possession or control that is relevant to the issues raised in the grievance.

5. When it is necessary for an aggrieved person or representative to attend a meeting or a hearing called during the school day, such person(s) shall make advance arrangements with the principal and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

6. Teachers who voluntarily terminate their employment will have their grievances immediately withdrawn.

ARTICLE XXII MISCELLANEOUS PROVISIONS

A. Savings Clause

If any provision of this agreement or any application of the agreement is or becomes in contravention of the laws of the United States or the State of South Dakota, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In that event, the parties to this agreement shall, as soon as practicable, arrange to bring the provision or application in question into compliance with law if possible.

B. Use of Facilities

The Association shall have the right to use the school facilities and equipment under the following conditions:

1. Duly authorized representatives of any teacher association shall be permitted to conduct official association business on school property before 7:30 A.M. and after 4:30 P.M. providing that there is no interference with normal school functions and prior notice is given to the Superintendent.

2. That usage does not interfere with educational programs or the responsibilities of any person.

3. That any extraordinary utility or custodial costs incurred because of the usage may be charged to the Association at a rate consistent with Board policy.

C. Use of Inter-School Mail

The Association shall have the right of access to teacher mail boxes for announcements of its meetings and other Association business provided that such usage does not create any extra work for any other district employee.

ARTICLE XXIII

EFFECTIVE DATE AND DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2021, through June 30, 2022.

B. Written notice of a party's desire to amend this agreement for the 2022-2023 fiscal year must be made to the other party no sooner than February 15, 2022, and no later than March 1, 2022. In the event such notice is given, the party giving the notice shall submit its issue list to the other party within fifteen (15) calendar days and the other party shall submit its issue list, if any, within fifteen (15) calendar days thereafter.

C. Negotiations shall be governed by the provisions of SDCL Chapter 3-18 and Chapter 60-10.

Dated this 30th day of July, 2021, effective July 1, 2021.

OELRICHS EDUCATION
ASSOCIATION

BY: Katy Ewald
President

and Sheryl Kinkley
Negotiator

OELRICHS SCHOOL
DISTRICT 23-3

BY: W. L. Dent
President Board of Education

and Dolores Suond
Business Manager

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Dated this ___ day of July, 2021, effective July 1, 2021.

OELRICHS EDUCATION
ASSOCIATION

BY: _____
President

and

Negotiator

OELRICHS SCHOOL
DISTRICT 23-3

BY: _____
President Board of Education

and

Business Manager

Appendix I

Oelrichs Salary Schedule 2021-2022*

Each Step Down is + \$695, Each Lane Change is + \$935

BASE	BS	BS + 9	BS +18	BS + 27	MA BS + 36	MA + 18	MA + 27
1	\$39,792	\$40,727	\$41,662	\$42,597	\$43,532	\$44,467	\$45,402
2	\$40,487	\$41,422	\$42,357	\$43,292	\$44,227	\$45,162	\$46,097
3	\$ 41,182	\$42,117	\$43,052	\$41,987	\$44,922	\$45,857	\$46,792
4	\$ 41,877	\$42,812	\$43,747	\$44,682	\$45,617	\$46,552	\$47,487
5	\$ 42,572	\$43,507	\$44,442	\$45,377	\$46,312	\$47,246	\$48,182
6	\$ 43,267	\$ 44,202	\$45,137	\$46,312	\$47,007	\$ 47,942	\$48,877
7	\$ 43,962	\$44,897	\$45,832	\$47,007	\$47,702	\$48,637	\$49,572
8	\$ 44,657	\$45,592	\$46,527	\$47,702	\$48,397	\$49,333	\$50,267
9	\$ 45,352	\$46,287	\$47,222	\$48,397	\$49,090	\$50,027	\$50,962
10	\$46,047	\$46,982	\$47,917	\$49,092	\$49,787	\$50,722	\$51,657
11		\$47,677	\$48,612	\$49,787	\$50,483	\$51,417	\$52,352
12		\$48,372	\$49,307	\$50,482	\$51,177	\$52,112	\$53,047
13		\$49,067	\$50,000	\$51,177	\$51,872	\$ 52,807	\$53,742
14			\$50,695	\$51,872	\$52,567	\$ 53,502	\$54,437
15			\$51,392	\$52,567	\$53,262	\$ 54,197	\$55,132
16			\$52,087	\$53,262	\$53,957	\$ 54,892	\$55,827
17			\$52,782	\$ 53,957	\$54,652	\$55,587	\$56,522
18			\$53,477	\$ 54,412	\$55,347	\$ 52,661	\$ 57,217

For teachers grandfathered in on the old lane schedule:

BS + 54 is the equivalent of Lane "MA + 18"

BS + 63 is the equivalent of Lane "MA + 27"

- Effective July 1, 2021 teachers received a salary increase of 1.25% plus a step

Appendix II

Extra Curricular Salary Agreement 2021-2022*

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Varsity Head Track, Football, Basketball, Volleyball	\$2,625	\$2,835	\$3,045	\$3,255	\$3,465	\$3,675
Varsity Assistant Football, Basketball, Volleyball	\$1,365	\$1,470	\$1,575	\$1,680	\$1,785	\$1,890
Middle School Head Football, Basketball, Volleyball	\$1,260	\$1,365	\$1,470	\$1,575	\$1,680	\$1,785
Middle School Assistant Football, Basketball, Volleyball	\$840	\$945	\$1,050	\$1,155	\$1,260	\$1,365
Head Cross County MS/HS	\$2,205	\$2,415	\$2,625	\$2,825	\$3,045	\$3,255
Music Extra Per Day	\$126	\$131	\$137	\$142	\$147	\$152
Drama	\$840	\$866	\$893	\$919	\$945	\$971
Student Council	\$630	\$758	\$945	\$1,103	\$1,260	\$1,418
Senior Sponsor	\$735	\$761	\$788	\$814	\$840	\$866
Junior Sponsor	\$2,310	\$2,415	\$2,520	\$2,625	\$2,730	\$2,835
7, 8, 9, & 10 Grade Sponsors	\$315	\$336	\$357	\$378	\$399	\$420
National Honor Society	\$420	\$441	\$462	\$483	\$500	\$525
Elementary Student Council	\$368	\$383	\$410	\$431	\$452	\$475
Year-Book Director	\$840	\$866	\$893	\$919	\$945	\$971
Technology Director	\$5,460	\$5,670	\$5,880	\$6,090	\$6,300	\$6,510
Cheerleading (If Certified)	\$525	\$578	\$630	\$683	\$735	\$788

There will be a \$300 increase in coach's pay for those individuals that are not employed full-time by the school and must travel from outside the district.

*Effective July 1, 2021 extra-curricular increase of 5%.

Appendix III

EMPLOYMENT AGREEMENT

THIS AGREEMENT entered into this ___ day of _____, _____ between Oelrichs Public School No. 23-3 of Fall River County, South Dakota, hereinafter designated "District" and _____ hereinafter designated "Teacher," a teacher in good standing and of proper qualifications under the laws of the state of South Dakota, and under the rules and regulations of the Department of Public Instruction, Division of Elementary and Secondary Education, and who is or will be a holder of a valid South Dakota Teaching Certificate and Special Endorsement.

Teacher agrees to teach in the public schools of the District under the supervision and direction of the Board of Education of the District and its Superintendent of Schools, or other official designated by said Board for a term commencing and effective on July 1, 20___, and terminating on June 30st of the following year. The terms of this Agreement and the performance of the services hereunder are subject to the terms and conditions of the Negotiated Agreement between the District and the Oelrichs Education Association and the policies, regulations and directives of the District. Teacher agrees to attend such preschool meetings, workshops and teacher professional meetings during the term of this agreement as directed by the District.

District agrees to pay to the teacher for such services the sum of \$ _____ (which is based on Step _____ of Lane _____) payable in 12 equal installments over a 12 month period of \$ _____ each, less applicable deductions. Teacher agrees to faithfully perform the duties assigned by the District in accordance with the terms of the school calendar as adopted by the Board of Education. (_____ Days).

In the event Teacher terminates this agreement and thereby fails to perform the services required hereunder for the full term of the agreement, he/she shall pay as liquidated damages the amount specified in the Negotiated Agreement. Teacher agrees that any liquidated damages due to the District hereunder shall be withheld from any monies due or to become due to the Teacher.

If the teacher shall fail or refuse to perform this contract or any provision hereof, or shall be terminated or non-renewed for any reason provided under state law, or if the teacher's certificate to teach is legally suspended, revoked or expired, then, and in any of said events, this agreement shall terminate and the Teacher shall not be entitled to compensation from and after such suspension, dismissal, revocation or expiration.

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the laws of the State of South Dakota on the day and year first above written.

TEACHER

OELRICHS PUBLIC SCHOOL No. 23-3.

BY: _____
ITS: President

Business Manager

Appendix IV

EXTRA DUTY AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2016 between Oelrichs Public School No. 23-3 of Fall River County, South Dakota, hereinafter designated "District" and _____ hereinafter designated "Employee."

District agrees to hire Employee as _____. Employee agrees to faithfully perform the duties assigned under the supervision and direction of the Board of Education of the District, its CEO/Superintendent of Schools, or other official designated by said Board, commencing on _____, 20__ and terminating on or about _____, 20__.

For the services rendered, District agrees to pay the Employee the sum of _____ in a single lump sum payment, less applicable deductions required by federal and state law. The aforementioned payment shall be made at the conclusion of the season, after the Employee has successfully fulfilled and completed all of the coaching duties assigned.

The parties agree that this Agreement is contingent upon the District's determination that there are a sufficient number of players or students to field a team in the assigned sport. If it is determined that there are not a sufficient number of players or students to field a team, then this agreement is null and void and of no further force and effect.

This Agreement may be terminated by the District in the event the Employee fails to satisfactorily perform the duties assigned, and shall automatically terminate at the end of the season upon payment of sum specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

EMPLOYEE

OELRICHS PUBLIC SCHOOL No. 23-3.

Signature

BY: _____
ITS: President

and

Print Name

Business Manager

Appendix V

GRIEVANCE PROCEDURE FORM

REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL ONE FORM

Date of presentation to Principal:

Name of Aggrieved Person:

Home Address:

School:

Principal:

Nature of Grievance including provision of policy alleged to have been violated:

Settlement Requested:

Has the grievance been processed at the Informal Level? ____

Date of informal discussion: _____

Signature _____ Aggrieved Person

**Attach any relevant documentation and written notice provided to your supervisor regarding the Informal Procedure.*

REPLY TO LEVEL ONE GRIEVANCE

Date reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of presentation of grievance to Principal:

Decision of Principal:

Signature _____ Principal

REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL TWO FORM

Date of presentation to Superintendent:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply to Level One grievance:

State reason for submission of grievance to Level Two:

Settlement requested:

Signature _____ Aggrieved Person

**Copies of Level One Request for Settlement of Grievance and Reply must be attached.*

REPLY TO LEVEL TWO GRIEVANCE

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of submission of Grievance to Superintendent:

Decision of Superintendent:

Signature _____ Superintendent

REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL THREE FORM

Date of submission to President of the School Board:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply of Superintendent to LEVEL TWO Grievance:

State Reason for Submission of Grievance to Level Three:

Settlement Requested:

Signature _____ Aggrieved Person

**Copies of all previous grievance forms and replies must be attached.*

REPLY TO LEVEL THREE GRIEVANCE

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of Submission of grievance to President of the School Board – Level Three:

Date of Hearing with School Board:

Decision of the School Board:

Signature _____ President, School Board

2022-2023 & 2023-2024

NEGOTIATED AGREEMENT

BY AND BETWEEN

OELRICHS SCHOOL DISTRICT 23-3

AND

OELRICHS EDUCATION ASSOCIATION

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NEGOTIATED AGREEMENT BETWEEN
THE OELRICHS SCHOOL DISTRICT NO. 23-3
AND THE OELRICHS EDUCATION ASSOCIATION

This agreement made and entered into at Oelrichs, South Dakota, pursuant to the provisions of SDCL 3-18-8, by and between the Oelrichs School District No. 23-3, hereinafter called District, and Oelrichs Education Association, hereinafter referred to as Association,

WITNESSETH:

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

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

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

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

ARTICLE I
RECOGNITION

The District recognizes the Association as the exclusive formal representative for the purposes of negotiations under SDCL 3-18 for the unit designated as regularly employed certified personnel including all classroom and special education teachers. Notwithstanding this recognition, the parties hereto understand and agree that any individual teacher, or group of teachers, shall have the right at any time to present grievances to the District and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this agreement, and provided the Association has been given the opportunity to be present at such adjustment.

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

ARTICLE II
DISTRICT RIGHTS

In recognizing the Association as the exclusive formal representative as hereinbefore provided, the District retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities imposed upon and vested in it by the laws and the Constitution of the State of South Dakota and of the United States, including, but without limiting the generality of the foregoing, the rights and responsibilities set forth in SDCL 13-18-1, 13-8-39 and 13-10-2. These management rights include, but are not limited to the following:

1. To utilize personnel, methods, and means in the most appropriate and efficient manner possible, to manage and direct the employees of the District, to hire, schedule, promote, transfer, assign, train, or retrain employees in positions with the District, and to suspend, non-renew, discharge, or take other appropriate action against employees for just cause;
2. To determine the size and composition of the work force, to eliminate or discontinue any job or classification, and to lay off employees for lack of work or lack of appropriate funds;
3. To determine the objectives of the District and the method and means necessary to efficiently fulfill those objectives, including the transfer, alternation, curtailment, or discontinuance of any services; the establishment of acceptable standards of job performance, the purchase and utilization of equipment and the utilization of seasonal, temporary, and part time employees;
4. To provide reasonable standards and rules for employees; and
5. To determine the method of fulfillment of objectives of the District, whether by its employees or by contracting or subcontracting with respect to all of the District's services.

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

ARTICLE III
DISCRIMINATION

The District prohibits discrimination based on race, color, religion, ethnic background, national origin, sex, pregnancy, age, disability, status as a veteran, sexual orientation, gender identity, marital status, political affiliation, citizenship, or any other characteristics protected by law. The requirement for equal opportunity extends to all aspects of employment such as recruitment, hiring, training, compensation, discipline, demotion, termination, promotion, and transfer.

ARTICLE IV
TEACHER CERTIFICATION

A. Recording of Certification

All teachers shall provide the business office with a valid South Dakota teaching certificate.

B. Continuing Education Requirements

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

ARTICLE V
MEDICAL EXAMINATION

If at any time there is reasonable cause to believe that a teacher is suffering from an illness detrimental to the health of the pupils, the District may require a certification of health. Such teacher may also be required to attend an examination by a physician designated by the District at the expense of the District. If there is a difference of opinion between the medical providers, the District may request a third opinion from an independent physician, the cost of which shall be shared equally between the parties.

ARTICLE VI
TEACHING DAY

A. The normal work week for each week school is in session the work day shall be from 7:45 A.M. to 3:30 P.M. This includes a regular thirty (30) minute lunch break. Additionally, one (1) day per month during the school year the normal teaching day shall be extended one (1) additional hour for professional development or other meetings. Responsibilities for noon duty supervision shall be distributed equitably among the teaching staff. Notwithstanding the above, the building principal or other

appropriate supervisor may adjust break to meet the needs of the level (elementary, middle school, or senior high) to which the teacher has been assigned.

B. Teachers are expected to be in their assigned area or building from 7:45 A.M. until the time set for teacher departure from the building, unless extra-duty, extra-activity or extra-curricular assignments, or other instructional-related duties conflict. Teachers shall be assigned a full daily teaching load which will include one planning or preparation period, classroom responsibilities, and such additional duties as may be assigned in order to complete the required hours of attendance as set forth herein.

C. Teachers are required to attend parent meetings, supervision of students, and teacher meetings which are included in the normal work day and which may extend the normal hours beyond the normal work day. With the prior approval from the Superintendent teachers shall be compensated at the rate of Twenty-Five Dollars (\$25.00) per hour for performance of professional duties (i.e., tutoring, book study) upon completion of the assignment. Teachers who perform ticket taking positions shall be paid Twenty Dollars (\$20.00 per night).

D. As set forth in the School Calendar as adopted by the Board, Parent/Teacher Conference and/or "Back to School Night" will be counted as one-half (1/2) day in session. If absent from either Parent/Teacher Conference or Back to School Night, the teacher will be required to use one-half (1/2) day leave.

E. Each teacher shall be required to sign up, or they will be assigned, to attend and supervise students for one extracurricular event (i.e., music concerts, parent nights, sporting events, etc.) per semester. Teachers who work additional extracurricular events shall be entitled to additional personal leave at the rate of one half (1/2) of the hours worked at the additional extracurricular event. Teachers who fail to fulfill the requirements of this paragraph are not eligible to use personal leave in conjunction with a school vacation or holiday as permitted under Article XV, Section C, paragraph 3.

F. In the case of in-service days prior to student contact days, the Superintendent will establish a time schedule which will include the reporting time, lunch time, and departure time for said days. Such schedule will be part of the before school information sent to all teachers. In case of general meetings, a dismissal time shall be designated by the Superintendent.

G. Teachers are expected to serve on committees as necessary. Such meetings will be held within the scheduled duty day when reasonably possible. In making committee assignments consideration will be given to the work involved in each particular assignment, and committee assignments will be distributed among the various members of the teaching staff insofar as reasonably possible. If the

meeting time extends beyond the scheduled duty day, the teacher will be able to flex departure time on subsequent days by mutual agreement with the principal.

H. All activities under the direction and supervision of the school system are considered to be an integral part of the curriculum. Teachers, including those with extra-curricular assignments listed in the attached Appendix II, may be assigned an equitable share of responsibilities designed to provide a balanced program for the students of the District. In an effort to achieve reasonable equity in the distribution of such responsibilities, extra-duty assignments and extra-activities, such as are described below, shall be distributed as equitably as reasonably possible among the teachers. Extra-duty and extra-activity assignments will be made by the building principal.

I. The extra-curricular salary schedule shall be in accordance with the attached Appendix II.

ARTICLE VII REPORTING ABSENCES

It is the responsibility of every teacher to report an absence, whether or not a substitute is required. Arrangements for a substitute teacher shall be made by the administration. The District will be responsible for hiring a substitute and will provide coverage when requested and available.

If a teacher shortens or returns early from a leave request and fails to notify the Business Office in time to release such teacher's substitute and the substitute is paid for one-half (1/2) day because of reporting for duty, the teacher shall have deducted from his or her pay deposit the amount so paid to the substitute.

For the purpose of taking leave or paying a substitute teacher, four (4) hours will constitute a half-day (1/2) of work.

ARTICLE VIII INDIVIDUAL TEACHER'S CONTRACTS

A. All individual contracts with teachers employed by the District, and covered by this agreement, shall be in writing or in electronic or written format and signed by the teacher and the president of the Board of Education.

B. Individual teacher's contracts shall be in the form as provided in Appendix III. Extra-curricular contracts shall be in the form as provided in Appendix IV. All such contracts shall be signed in not less than duplicate, with one (1) copy filed in the Business Office and one (1) copy to be retained by the teacher.

C. Teachers in their second year of employment and thereafter shall be paid in twelve (12) equal installments. First year teachers shall be paid in ten (10) equal

installments beginning in September of the year of hire. Extra-curricular salaries will be paid according to the procedures identified in Appendix II.

D. If a teacher resigns from or fails to complete an extra-curricular contract, all unearned compensation shall be deducted from the following month's pay deposit.

E. A teacher who believes his or her compensation is deficient must inform the business office within ten (10) days in order to correct the error. A verification or rejection of the teacher's claim shall be given by the District within ten (10) days after receipt of the teacher's claim. Any underpayment of compensation shall be made within five (5) business days or at the time of the issuance of the next payroll whichever is greater.

F. If an overpayment has been made, the teacher has the option of repaying the District in one (1) lump sum payment or by making installment payments over the remaining pay periods in the fiscal year.

ARTICLE IX EXPENSE REIMBURSEMENT

A. Employees covered by this Agreement shall be reimbursed for out of pocket costs incurred while traveling out of District for school related activities. Only expenses essential to the purpose of the trip will be reimbursed. Expenditures for personal telephone calls, entertainment, and similar expenses of a personal nature are not reimbursable.

B. Receipts are required for all reimbursable expenses. This includes receipts for airline tickets, motel bills, taxi or other transportation, and other expenditures, except meals.

C. Meals will be paid at the State rate. The maximum travel allowance for meals and lodging shall be at the state rate as set by the State Board of Finance or as authorized by the Board of Education in the case of special circumstances.

D. Mileage allowance when traveling by private automobile will be paid according to state rates. Mileage allowance will be paid only if there is not a school vehicle available for use.

E. Employees who provide transportation for school activities shall be reimbursed for their actual round-trip mileage equivalent to or above the state rate, provided that the mileage expense incurred is approved by the Superintendent prior to the activity. Employees who are asked to represent the District at professional meetings or activities with the prior approval of the Superintendent shall also be

reimbursed for the actual round-trip mileage at a rate equivalent to or above the state rate.

ARTICLE X
CONTRACT RENEWAL AND CONTINUING CONTRACTS

A. Individual teaching contracts for the following year shall be issued by the District on or before May 1st.

B. Individual contracts for certified teachers employed by the District, and the annual renewal, nonrenewal, or termination thereof shall be governed by the provisions of SDCL 13-43-6.1 through 6.9.

ARTICLE XI
DISCIPLINE, SUSPENSION, AND TERMINATION

A. Teacher Discipline

1. In no case shall disciplinary action be made public by the District, except as required by law.

2. On any occasion in which it is contemplated that a teacher may receive disciplinary action, the teacher shall be notified of such meeting in advance and may have a representative present.

3. The Administration and/or the Board of Education shall have the authority to discipline teachers using any or all of the following in its sole discretion:

a. Oral reprimand by the principal or supervisor.

b. Written reprimand by the principal or supervisor.

c. Suspension with or without pay by the principal. The suspension may be for up to ten (10) days. Within five (5) days after receipt of the notice of suspension, the employee may appeal the suspension to the Superintendent. The Superintendent may affirm, overrule, or modify the suspension in his or her sole discretion. The decision of the Superintendent shall be final.

d. Upon the recommendation of the Superintendent, the Board of Education may suspend a teacher, with or without pay, for a period not to exceed ninety (90) teaching days.

e. Termination by the Board of Education.

B. Teacher Dismissal

1. A teacher may be terminated by the Board of Education at any time for just cause, including, but not limited to, breach of contract, poor performance, incompetent performance, gross immorality, unprofessional conduct, insubordination,

neglect of duty, violation of any policy or regulation of the School District, or any other good and sufficient reason.

2. Whenever the District contemplates termination of employment of a teacher, the teacher shall be given an opportunity to share her/his side of the story before the District makes a final recommendation (a teacher may be immediately suspended with or without pay prior to the meeting when warranted). The teacher shall be entitled to have a representative of the Association present during any such meeting.

3. If the District recommends termination of employment, the teacher will be suspended from employment pending completion of the termination process. Suspension from employment shall be without pay. If the Board of Education hearing does not result in the dismissal of the teacher and the teacher is reinstated, the reinstatement shall be without loss of pay or benefits unless suspension without pay is imposed as an alternate disciplinary action.

4. In the event the District recommends termination of employment, the termination process shall proceed in accordance with the provisions of SDCL 13-43-6.1 to 6.9.

ARTICLE XII ASSIGNMENT AND TRANSFERS

A. The District shall have the right in its sole discretion to assign and transfer teachers to any teaching position within the District. In the event the District elects to make an involuntary transfer of a teacher, it shall prior to making the involuntary transfer discuss the reason(s) for such transfer with the teacher(s) affected thereby.

B. In the event of a job vacancy, the District shall advertise/post the vacancy. All teachers may apply for posted vacancies. Teachers who apply for the vacancy and are granted an interview will be notified of the decision when the vacancy is filled.

C. Extra-Curricular Vacancies: When a vacancy occurs, the District will advertise/post the vacancy. Employees who apply for the vacancy and are granted an interview will be notified of the decision when the vacancy is filled.

ARTICLE XIII TEACHER EVALUATION

A. Overview

Evaluation is the procedure for measuring the effectiveness of the teacher and his/her teaching. The evaluation criteria are extensive in scope, dealing with all phases of the teacher's relationship to his/her students and his/her profession. The evaluation of teachers should lead to improved instruction and to

definite recommendations for employment. Formal observations, conference reviews, and informal observations, including all activities and behaviors during work hours, are a part of the evaluation process. Classroom visitation is a part of the evaluation process, but visitations to a teacher's classroom shall not necessarily be construed to be an evaluation as such under this Article and may be conducted at any time.

B. Meetings

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

C. Frequency of Evaluation

1. Probationary Teachers. Probationary teachers are all of those teachers who are not in or beyond their fourth term of employment in the District. Probationary teachers shall be formally evaluated at least once every year.

2. Continuing Contract Teachers. Continuing contract teachers are those who are in or beyond their fourth term of employment in the District. Continuing contract teachers shall be formally evaluated at least once every other year. When conducted, evaluations shall be completed by the end of the school year unless individual circumstances necessitate earlier completion.

D. Procedure for Evaluation

1. When an evaluation form has been completed by the principal, assistant principal, or supervisor most directly responsible for the teacher's work, a conference shall be held with each teacher to discuss the evaluation. All completed evaluations, which shall note any deficiencies and provide suggestions for correction, shall be signed by the evaluator and the teacher, and a copy of such completed form shall be given to the teacher. Signing of the form by the teacher shall not imply agreement with the evaluation, but merely indicates that the evaluation was discussed.

2. Employment recommendations on continuing contract teachers shall be checked in one (1) of three (3) categories:

- ... Recommended
- ... Recommended with qualifications
- ... Not recommended

ARTICLE XIV

PERSONNEL FILES AND COMPLAINTS AGAINST TEACHERS

A. A teacher while employed by the District shall have the right, upon request, to review the nonconfidential contents (i.e., items other than references,

medical records covered by federal and state law) of his/her personnel file within the presence of a District official and to receive copies at his/her own expense of any documents contained therein. The teacher has the right to have a representative of the Association present during the teacher's review of the file. A teacher shall have the right to indicate those documents or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent or designee. If the Superintendent or designee agrees that the materials are obsolete or otherwise inappropriate to retain, they shall be destroyed.

B. In the event material claimed to be obsolete or inappropriate is retained in the teacher's personnel file, the teacher shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed and shall also have the right to submit a written answer to such material for inclusion into the teacher's personnel file.

C. Any complaint regarding a teacher made to any member of the Administration or Board of Education by any parent, student, or other person which is used in the evaluation of that teacher shall be called to the attention of the teacher. The teacher shall be given an opportunity to respond to such complaint.

ARTICLE XV LEAVE PROVISIONS

A. Sick Leave

1. Sick leave is provided to give a reasonable amount of protection for teachers and the District so that teachers who are ill (including emotional and mental disorders), injured, or otherwise physically disabled (including pregnancy related disabilities) will not feel compelled or be required to attend to duties when such disabilities exist.

2. Sick leave may also be used for the illness or death of an immediate family member. Immediate family member is defined as spouse, mother, father, brother, sister, children, father-in-law, mother-in-law, grandparents, and any other person for whom the teacher has been appointed as guardian/conservator.

3. On the first contract day of each school year, each teacher shall be granted seventy-five (75) hours of sick leave (10 days). Unused sick leave days may be accumulated to a total of seven hundred (700) hours. Effective July 1, 2017, teachers who have previously accumulated unused sick leave in excess of 700 shall be entitled to use the excess hours above 700.

4. Teachers hired after the beginning of the school year will be allocated a pro-rated amount.

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

6. Each teacher shall present a signed statement indicating the reason for the absence. Such statement is to be filed in the business office. The principal or other supervisor may request a physician's statement concerning such absence for any absence of more than three (3) consecutive days. Additionally, the District may request the teacher to furnish a fitness to return to work statement from his/her personal physician. The District, at its own expense, may obtain a second opinion (Independent Medical Exam) from a physician or other medical provider. The teacher shall be required to attend any required examination. If there is a difference of opinion between the medical providers, the District may request a third opinion from an independent physician the cost of which shall be shared equally between the parties.

7. Any teacher who willfully violates or misuses these sick leave provisions or who misrepresents any statement or condition shall be subject to disciplinary action and shall forfeit up to, but not in excess of, thirty (30) days of such teacher's accumulated sick leave.

8. A disability due to pregnancy shall be treated like any other disability. The release time for expectant parents will follow the guidelines established by the Family and Medical Leave Act.

9. In the event of a serious medical condition, an eligible teacher may be entitled to leave under the Family and Medical Leave Act

10. In the event of a Reduction in Force, a teacher who has been approved for or is on an approved leave of absence shall be subject to the Reduction in Force provisions of this Agreement.

B. Sick Leave Bank

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

a. The absence for which bank days are requested must be of such a nature that the absence is unavoidable during the school year and absence from duties is a necessity.

b. Each newly hired teacher may contribute one (1) day of his or her sick leave to the bank for the first three (3) years of employment unless he or she chooses not to participate on or before the first Monday in September of the year.

c. Teachers who are beyond their fourth year of employment will not have to contribute, but will be eligible to participate if they have donated the previous three (3) years.

d. To participate in the sick leave bank, teachers must complete and file a contribution form with the business manager on or before the first Monday in September.

e. In the event the total number of days in the sick leave bank falls below one hundred (100) days, each teacher desiring to participate in the sick leave bank is required to contribute at least one (1) additional day of sick leave during each year of employment until the bank has accumulated a total of at least sixty (60) or more days of sick leave.

f. A participating teacher must use all of their personal and accumulated sick leave before borrowing any days from the sick leave bank. A participating employee may borrow five (5) times the number of days contributed to the sick leave bank; however, thirty (30) days shall be the maximum number of days any employee may use in one (1) school year.

g. A participating teacher may only draw from the sick leave bank for his or her own personal illness or disability, or personal illness or disability of the teacher's spouse or children.

h. Teachers who have used leave from the sick leave bank may contribute additional days each year thereafter to replenish the amount of sick leave available for them to withdraw, provided that a teacher may not contribute a greater number of days than needed to replenish their available sick leave account in accordance with the following schedule:

<u>Number of Replenishing Days Needed</u>	<u>Number of Days Withdrawn</u>
1 day	1-5 days
2 days	6-10 days
3 days	11-15 days
4 days	16-20 days
5 days	21-25 days
6 days	26-30 days
7 days	31-35 days
8 days	36-40 days
9 days	41-45 days
10 days	46-50 days
11 days	51-55 days
12 days	56-60 days

i. All requests for use of the bank must be in writing and submitted to the business manager on the designated form. The written request

must be supported by a medical certification signed by the teacher's personal physician or appropriate family member's physician. Upon receipt, the business manager shall present the same to the Sick Leave Committee for review and approval. The Sick Leave Bank Committee shall be comprised of two teachers and the District business manager.

j. The Sick Leave Committee shall review the teacher's request and, if approved, make a recommendation to the Board for approval.

k. A teacher may petition the entire Association to borrow additional sick leave, not to exceed an additional thirty (30) days. If the petition is approved by a majority of the Association, the recommendation shall be forwarded to the Board.

l. The Board retains the right to approve or reject any recommendation received from the Sick Leave Bank Committee or by the Association.

m. The Sick Leave Bank Committee or the Association may periodically review the status of the sick leave bank and the status of any participating employee who has drawn from the sick leave bank. As of July 1, 2019, the Sick Leave Bank has 50 days of leave available for use.

n. All sick leave bank records shall be kept at the business office which shall handle the administration of the sick leave bank.

o. Days in the bank shall be withdrawn on a first-come, first-served basis and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.

p. Days withdrawn from the sick leave bank shall be paid at the per diem rate for the individual participant for the applicable school year.

C. Personal Leave

1. Thirty (30) hours of personal leave (4 days) per year shall be available to teachers. Subject to the operational needs of the District this leave shall be for personal reasons and there will be no salary deduction for use of these hours. Any unused Personal Leave granted after July 1, 2017, shall be paid to the teacher at the end of the fiscal year at the teacher's per diem rate of pay. Any previously accumulated days of unused personal leave shall continue to accumulate as sick leave until the teacher reaches the maximum allowable accumulation of sick leave as specified in Article XV A. Sick Leave, paragraph 3 (i.e., 700 hours). New employees hired on or after July 1, 2017, shall not be allowed to accumulate unused personal leave, but instead shall be paid for the same as provided above.

2. Except in the case of an emergency, employees shall complete the leave request form and submit the request a minimum of ten (10) school days prior to the date of the requested leave. In the event of an emergency, the Superintendent or designee may waive this timeline.

3. Personal Leave cannot be used immediately preceding or immediately following a regularly scheduled school vacation or holiday and may not be used during the first or last two (2) weeks of the teachers' school year as identified on school calendar. The exceptions to the above are:

a. For the purpose of taking oral and written examinations required to complete college courses (Masters, Specialists, Doctorate).

b. For the purpose of attending graduation ceremonies of the teacher or relatives of the teacher (relatives include: spouse, parent, parent-in-law, child, step-child, brother, sister, grandchild, son-in-law, daughter-in-law, niece, nephew, or legal ward).

c. Subject to the fulfillment of the requirements set forth in paragraph E of Article VI Teaching Day, and the operational needs of the District, teachers may request permission from their supervisor to use one day of personal leave for the day immediately preceding or immediately following a regularly scheduled school vacation or holiday. Requests will be considered in the order received, but no more than one employee may be gone preceding the scheduled school vacation or holiday, and only one employee may be gone at the end of the scheduled school vacation or holiday. If an employee has been previously granted permission to take personal leave in conjunction with a scheduled school vacation or holiday during the school year in question, then preference shall be given to the next employee who has not previously requested personal leave in conjunction with a school vacation or holiday. If an employee has failed to fulfill the requirements to paragraph E of Article VI, the employee is not eligible to use personal leave in conjunction with a regularly scheduled school vacation or holiday. The Superintendent may approve the use of Personal Leave within the first or last two (2) weeks of the school calendar. Decisions of the Superintendent are not grievable.

d. Attendance at funerals of an immediate family member.

4. In the event of multiple requests for personal leave which will impair the operations of the District, the Superintendent may deny but not revoke already approved personal leave. Decisions of the Superintendent are subject to the grievance procedure.

D. Military Leave of Absence

1. Leaves of absence may be granted for military purposes in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (38 USC § 4301 *et seq*) and the provisions of South Dakota law (SDCL § 3-6-19 *et seq* and SDCL § 33-17-15.1). Teachers must give written or verbal notice to their principal and the Assistant Superintendent of Support Services or designee.

2. Upon completion of the military service, the teacher shall be entitled to reinstatement in the previous position held, subject to the following conditions:

a. The position has not been abolished in which case the teacher shall be reinstatement to a similar like position;

b. The cumulative length of the teacher's military leave absences from employment do not exceed five (5) years;

c. The teacher is qualified and capable of performing the duties of the position;

d. If the service was less than thirty-one (31) days, the teacher gives notice to the Superintendent and returns to work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight (8) hour rest period;

e. If the service is between thirty-one (31) and one-hundred eighty (180) days, the teacher must apply for reemployment no later than fourteen (14) days after completion of military service, unless impossible or unreasonable to do so through no fault of the teacher, then as soon as possible by notifying the Superintendent in writing of complication;

f. If the service is one-hundred eighty-one (181) days or more, the teacher must apply for reemployment no later than ninety (90) days after completion of military service.

3. A teacher who is reemployed is entitled to the seniority and other rights and benefits determined by seniority that the teacher had on the date of the commencement of service in the uniformed service plus the additional seniority and rights and benefits that the teacher would have attained if the person had remained continuously employed.

4. Any teacher on military leave is required to pay the employee cost of any funded benefit required of other employees on a leave of absence.

5. The teacher may continue coverage under the District's health, life, and dental insurance paying one-hundred percent (100%) of the full premium under the Plan, except in the case of a teacher who performs service in the uniformed services

for less than thirty-one (31) days, in such case the teacher continues health, life, and dental coverage by paying the employee's share of the premium for such coverage.

6. The maximum period of coverage for a teacher and his or her dependents is the lesser of a twenty-four (24) month period beginning on the date on which the teacher's absence began or the day after the date on which the teacher fails to apply for or return to a position of employment as described above.

7. A leave of absence shall be granted to teachers in order to receive military training with the armed forces of the United States, not to exceed fifteen (15) days in any one calendar year. The request for leave must be made on the regular leave form and must include evidence defining the date of departure and, if reasonably possible, the date of expected return. The teacher shall indicate whether the teacher wishes to take a leave of absence with or without pay. If paid leave is requested, the District shall pay the teacher the regular salary due for the month in question, less the amount of military pay received by the teacher. Any payment from the military shall be credited against the obligation owed by the District. The teacher shall provide the Business Office with a copy of the military pay stub. Teachers are encouraged, whenever possible to make arrangements to take their training during the summer recess.

E. Professional Leave

1. At the discretion of the Superintendent, teachers may be granted professional leave to attend meetings or conferences of an educational nature, and to visit other schools. Professional leave, when granted, shall be without salary deduction. Reimbursement of approved expenses incurred in attendance will be paid in accordance with the terms of this Agreement.

2. Upon return from Professional Leave, the teacher shall file with the Superintendent of Schools an itemized and verified accounting of expenses.

3. The teacher shall be prepared to present such reports as may be requested by the Superintendent or designee.

F. Jury Duty

1. An employee who is called to serve on a jury shall be excused from teaching duties with no loss of pay, provided an amount equal to the compensation received for jury service is remitted to the District.

2. Teachers who are subpoenaed to testify in court (in a case in which they are not a party) shall receive full pay from the School District for the time they are required to be in court. All fees received for such court appearances or service shall be remitted to the District.

G. Civic Duty

One day per year of paid leave shall be granted to each employee who receives prior approval from the Superintendent to perform a civic duty.

H. Inclement Weather

Personal leave may be granted and deducted when employees are unable to fulfill their contractual obligations due to inclement weather, unless the Superintendent has called school off.

ARTICLE XVI

GROUP INSURANCE PROGRAM

A. The District shall provide a group insurance program consisting of health insurance. The benefits are as set forth in the Master Plan document on file in the Business Office.

B. The District shall pay a flat rate as set forth in Schedule A of coverage for all full time teachers. Employees who choose not to enroll in the school insurance will receive Two-Hundred Dollars (\$200.00) per month in lieu of insurance.

C. Eligible teachers may elect to obtain coverage under the program for their dependents as defined in the master insurance policies. In such instances, the teacher shall be responsible for the payment of premium for such dependent coverage.

D. The District shall establish an auto-payment plan allowing for the automatic payroll deduction for the premium cost for insurance including dental and vision supplement insurance.

ARTICLE XVII

LAYOFF - REEMPLOYMENT RIGHTS

A. Order of Reduction

In order to continue to provide the educational services needed in the event the Board of Education determines that a reduction in force shall occur, the following factors will be considered in determining the individuals to be retained or laid off:

1. The educational needs of the district and the ability of the district to provide the educational services required;

2. Performance evaluations;

3. Certifications and endorsements;

4. Experience;

5. Operational impact on the district;

6. State and federal mandates;
7. Administrative recommendations.

B. Reemployment

Continuing contract teachers (i.e., those in or beyond their fourth term of employment with the District) who are laid off (i.e., whose contracts are not renewed due to a reduction in force) shall have reemployment preference for a period of one (1) year from the day of layoff or notification of nonrenewal of their contract. Such continuing contract teachers who seek reemployment under this provision must notify the Superintendent in writing no later than February 1 of their desire to be reemployed. The notification shall include documentation of any additional “qualifications” obtained following layoff. Failure to notify the Superintendent by February 1 shall result in forfeiture of reemployment preference under this provision. The same factors as set forth above shall be followed in determining the order in which individuals may be recalled from layoff.

C. Termination of Employment

The employment relationship shall terminate only when a teacher:

1. Resigns.
2. Is terminated.
3. His or her contract is not renewed.
4. Retires.
5. Fails to report to work at a position within the time established in a written notification to return. The Superintendent or designee shall give written notice to those teachers who are to return to work after an absence by mailing such notice to the last address furnished to the business office by the teacher. Any teacher thus notified must, within day five (5) days after the mailing of such notification, advise the Superintendent in writing whether he or she intends to return to work and must report for work within eight (8) days after the mailing of such notice.
6. Is laid off or is absent because of illness or injury for a continuous period of one (1) year, unless such time is extended in writing by the Superintendent or fails to notify the Superintendent or designee on February 1 as provided in Section B of this Article.

D. The provisions of this Article shall not apply to the release or non-reemployment of teachers who have been employed in positions for which a terminal date was established at the time of employment.

E. Where the term “certification” is used herein, it shall mean that which is on file in the business office as of February 1 of each year. Additional certification

received after February 1 will be considered for provisional contracts and/or reinstatement but not for a reduction in force in such year.

F. A reduction of a full-time teacher to part-time status shall not be considered a layoff under this Article.

ARTICLE XVIII
RESIGNATIONS

A. Resignations shall be submitted to the Superintendent prior to the issuance and signing of a new contract for the ensuing school year. Resignations received after the issuance and signing of a new contract shall be subject to the liquidated damages listed under Breach of Contract.

B. Resignations shall be filed in the business office at least forty-five (45) calendar days prior to the effective date of resignation. In the event the District finds and contracts with a suitable replacement prior to the expiration of the forty-five (45) day period, the teacher may be released from contract at that time.

C. Breach of Contract – If a breach of contract occurs, the following liquidated damages shall apply:

July 15 – July 31	\$500.00
August 1 – August 15	\$1,000.00
August 16 – up to the first Duty Day	\$2,000.00
First Duty Day through the end – of the school year	\$3,000.00

D. In the event a teacher is paid on a twelve month basis and terminates his or her employment before the completion of full term of employment, the teacher shall reimburse the District for the wages paid for the months of July and August.

E. In cases of emergency or unforeseen circumstances beyond an individual's control, or upon mutual agreement between the teacher and the District, a waiver of liquidated damages may be granted by the Board of Education. Such requests for a waiver should be made in writing to the Superintendent or designee.

ARTICLE XIX
WORKER'S COMPENSATION

A. Any teacher who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Laws of the State of South Dakota.

B. Such compensation shall be supplemented with an amount sufficient to maintain such teacher's regular salary for a period not to exceed his or her sick leave reserve.

ARTICLE XX
SALARY AND TEACHER CLASSIFICATION

A. Salary Schedules

1. The salary schedule shall be in accordance with the attached Appendices I and II. All employees covered by this agreement shall be paid in accordance with the provisions of these Appendices.

2. The lanes of the salary schedule (Appendix I) are based upon the specified levels of education.

3. With respect to the incremental increases as set forth in the salary schedule, a teacher must teach for at least one (1) full semester in the District to be qualified for an incremental increase. Increments from one (1) school year to the next are not automatic.

4. All degreed noncertified personnel as defined herein shall be hired and compensated at ninety-eight percent (98%) of the applicable step.

B. Signing Bonus Areas of High Need

1. Based upon the needs of the District, it may be determined that a posting in an area of high need is required. In such cases the posting for these areas may designate a signing bonus.

2. A teacher newly employed by the District in a posted area of high need may be granted a signing bonus.

3. A current teacher not employed in a high needs area may receive the signing bonus upon approval of a change in position to a high need area. A current teacher in a high need area who receives approval for a change to a different high need area shall not receive a signing bonus.

4. If the District involuntarily transfers a teacher to a position in a designated area of high need, the teacher shall receive the signing bonus.

5. The amount of the signing bonus shall be determined by the Board of Education at the time the teacher is hired or transferred. The signing bonus shall be paid in two installments: one half in September and one half in June.

6. If a teacher resigns or is terminated during the school year, the signing bonus shall be deducted from any remaining pay due to the teacher. A signing bonus will be prorated to days actually worked if a teacher begins after the start of the school year or takes a leave of absence after the signing bonus has been assigned.

C. Increments for Previous Experience

1. A newly hired teacher will be classified for placement on the salary schedule at the time their individual contract is offered to them. At that time,

they will be placed on the schedule at the levels warranted by their experience, training, and education, subject to verification. Individuals shall not be given experience credit exceeding five (5) years. The Board, in its sole discretion, may allow no more than three (3) years of additional experience for actual teaching experience.

2. In order to receive the specified salary schedule classification beyond the bachelors or masters degree, a teacher must have earned the additional hours of college credit at the graduate level after receipt of his/her present degree and teaching certification documented with a certified copy of the college/university transcript. Such hours cannot be earned prior to the date the teacher's present degree and teaching certification were conferred. Such hours must be obtained from accredited schools. Hours must be in the field or fields in which a teacher is teaching or in related education fields (guidance, technology, psychology, special education, and/or education).

3. Previous teaching experience includes school administrative experience and supervisory work in approved (North Central Association or equivalent) teacher training institutions.

4. Credit shall be allowed up to two (2) years on the extra duty schedule. (Appendix II).

D. Advancement

Teachers who wish to enroll in a course of study to complete an advanced degree or a designated number of credit hours shall by January 15th or by June 15th notify the business office in writing of the program they are pursuing and the expected graduation date. Thereafter, teachers shall provide the business office with written notification on the Lane Change Form. Lane Change Forms are located in business office. Advancement will be made only upon receipt of official transcripts or verification of hours if transcripts are not yet processed. Official verification must be received in the business office by June 15 so that adjustments can be made by July 1st or by January 15th so adjustments can be made by February 1st.

E. Elementary Teacher Stipend

If an elementary teacher (K-5) is required to teach a combination classroom, the teacher shall receive a stipend of \$2,000 for that school term.

ARTICLE XXI
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by a teacher, or teachers, employed by the District, that there has been a violation, misinterpretation, or inequitable application of any of the terms of this agreement, except that the term

“grievance” shall not apply to any matter as to which (a) the method of review is prescribed by law, or (b) the Board of Education is without authority to act.

2. An “aggrieved person” is a teacher or teachers employed by the District asserting a grievance.

3. “Association” shall mean the Oelrichs Education Association.

4. “Board” shall mean the Board of Education of the District.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise from time to time. The proceedings under the procedure will be kept as informal and confidential as appropriate at any level of the procedure.

C. Discrimination and Representation

1. The District shall not discriminate against any teacher, any party in interest, or any other participant in the grievance procedure by reason of such participation.

2. Any aggrieved person or party in interest may be represented at any level of the grievance procedure by a person selected by the aggrieved person.

D. Time Limits

1. No grievance shall be recognized unless it is presented within fifteen (15) calendar days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. The same time limit shall apply to any group grievance as described in this Article.

2. If the employee fails to adhere to the time limits or procedures established in the procedure, the grievance shall be considered null and void.

3. If the aggrieved person or appropriate administrator is unable to attend or meet with the aggrieved person due to an absence or illness, the meeting will be rescheduled.

4. The time limits specified in this Article may be extended by mutual agreement, provided the time extension is requested within the time limits set forth in this Article.

5. If a time period provided in this Article expires during a weekend or vacation period occurring during the school year, the time limit shall be extended to include the next regularly scheduled working day.

E. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum, and every effort should be made to expedite the process. All grievances must be submitted on the required form to the Superintendent with a copy filed with the appropriate personnel as outlined below.

2. **Informal Level:** Prior to the expiration of fifteen (15) calendar days, the potential grievance must first be discussed with the teacher's principal or immediate supervisor with the objective of resolving the matter informally. The teacher must notify the supervisor that this meeting is the Informal Level of a Grievance Proceeding either electronically or in writing. At this time the teacher may discuss the potential grievance personally or may request that a representative accompany him/her and/or act on his/her behalf.

3. **Level 1:** If the potential grievance is not resolved informally, it will be submitted to the principal/supervisor in writing on the proper grievance form. The Level 1 grievance must be submitted within fifteen (15) calendar days of when the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. The principal/supervisor shall hold the Level 1 meeting with the teacher within ten (10) calendar days of the request, and a decision will be rendered within ten (10) calendar days following the Level 1 meeting. If the principal/supervisor fails to provide a written decision within ten (10) calendar days, then the aggrieved person may proceed to file at Level 2. This step may be waived by mutual written and signed agreement of the grievant and the immediate supervisor. If so, the grievance may proceed to Level 2 provided the grievant files the grievance at Level 2 within ten (10) calendar days.

4. **Level 2:** If the aggrieved person is not satisfied with the disposition of the grievance at Level 1, the aggrieved person may file the grievance in writing with the Superintendent within ten (10) calendar days after the grievance decision has been rendered at Level 1. The Superintendent shall meet with the aggrieved person in an effort to resolve the grievance. Such meeting shall take place within ten (10) calendar days after the receipt of the written grievance at Level 2. Within ten (10) calendar days after said meeting, a decision in writing shall be rendered to the aggrieved person. If the Superintendent fails to provide a written decision within ten (10) calendar days, then the aggrieved person may proceed to file at Level 3.

5. **Level 3:** If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, the aggrieved person may file the grievance in writing with the Board of Education within ten (10) calendar days after the grievance decision has been rendered at Level 2. The Board of Education will hold a hearing on the grievance within thirty (30) calendar days of receipt of the grievance. Within

ten (10) calendar days after the hearing, the Board of Education shall render its decision in writing to the aggrieved party and the Association.

6. Level 4: If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, the aggrieved party may within thirty (30) calendar days initiate an appeal to the Department of Labor and Regulation. The decision of the Department shall be binding on the aggrieved person and the District in accordance with the provisions of SDCL 3-18-15.2. The investigation and hearing held by the Department shall be conducted in accordance with the rules and regulations of the Department.

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

F. Miscellaneous Provisions

1. If a grievance affects a group of teachers from more than one (1) building, such grievance may be submitted in writing directly to the Superintendent's office, and the processing of such grievance may be commenced at Level 2. A group grievance must be submitted within the time limitations set forth in D above.

2. The District and Association shall provide and utilize the grievance procedure form attached to this Agreement as Appendix V. A supply of grievance forms shall also be on file with the business office and the Superintendent.

3. All procedural documents and records dealing with the processing of a grievance shall be kept in separate sealed portion of the personnel file of any of the participants. Any such documents and records may only be opened based upon the written approval by the Superintendent.

4. The District shall make available to the aggrieved person or the aggrieved person's representative all pertinent information, not privileged under law, in its possession or control that is relevant to the issues raised in the grievance.

5. When it is necessary for an aggrieved person or representative to attend a meeting or a hearing called during the school day, such person(s) shall make advance arrangements with the principal and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

6. Teachers who voluntarily terminate their employment will have their grievances immediately withdrawn.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

A. Savings Clause

If any provision of this agreement or any application of the agreement is or becomes in contravention of the laws of the United States or the State of South Dakota, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In that event, the parties to this agreement shall, as soon as practicable, arrange to bring the provision or application in question into compliance with law if possible.

B. Use of Facilities

The Association shall have the right to use the school facilities and equipment under the following conditions:

1. Duly authorized representatives of any teacher association shall be permitted to conduct official association business on school property before 7:30 A.M. and after 4:30 P.M. providing that there is no interference with normal school functions and prior notice is given to the Superintendent.

2. That usage does not interfere with educational programs or the responsibilities of any person.

3. That any extraordinary utility or custodial costs incurred because of the usage may be charged to the Association at a rate consistent with Board policy.

C. Use of Inter-School Mail

The Association shall have the right of access to teacher mail boxes for announcements of its meetings and other Association business provided that such usage does not create any extra work for any other district employee.

ARTICLE XXIII

EFFECTIVE DATE AND DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2022, through June 30, 2024.

B. Notwithstanding the above, the parties agree that either side may request that the agreement be reopened for the purpose of negotiating wages including the salary scale (Appendix 1) for the 2023-2024 fiscal year.

C. In the event a party requests reopening of the agreement to negotiate the issue of wages as provided in paragraph B above, each party may designate one (1) additional issue for negotiations for the 2023-2024 fiscal year.

D. Written notice of a party's desire to amend this agreement for the 2023-2024 fiscal year must be made to the other party no sooner than February 15, 2023, and no later than March 1, 2023. In the event such notice is given, the party giving the notice shall submit its issue list to the other party within fifteen (15) calendar days and the other party shall submit its issue list, if any, within fifteen (15) calendar days thereafter.

E. Written notice of a party's desire to amend this agreement for the 2024-2025 fiscal year must be made to the other party no sooner than February 15, 2024, and no later than March 1, 2024. In the event such notice is given, the party giving the notice shall submit its issue list to the other party within fifteen (15) calendar days and the other party shall submit its issue list, if any, within fifteen (15) calendar days thereafter.

F. Negotiations shall be governed by the provisions of SDCL Chapter 3-18 and Chapter 60-10.

Dated this 11th day of July 2022, effective July 1, 2022.

OELRICHS EDUCATION
ASSOCIATION

BY:

Sheryl Kinkley
President

and

Sheryl Kinkley
Negotiator

OELRICHS SCHOOL
DISTRICT 23-3

BY:

Bob Ghera
President, Board of Education

and

Colleen Kord
Business Manager

D. Written notice of a party's desire to amend this agreement for the 2023-2024 fiscal year must be made to the other party no sooner than February 15, 2023, and no later than March 1, 2023. In the event such notice is given, the party giving the notice shall submit its issue list to the other party within fifteen (15) calendar days and the other party shall submit its issue list, if any, within fifteen (15) calendar days thereafter.

E. Written notice of a party's desire to amend this agreement for the 2024-2025 fiscal year must be made to the other party no sooner than February 15, 2024, and no later than March 1, 2024. In the event such notice is given, the party giving the notice shall submit its issue list to the other party within fifteen (15) calendar days and the other party shall submit its issue list, if any, within fifteen (15) calendar days thereafter.

F. Negotiations shall be governed by the provisions of SDCL Chapter 3-18 and Chapter 60-10.

Dated this ___ day of _____ 2022, effective July 1, 2022.

OELRICHS EDUCATION
ASSOCIATION

OELRICHS SCHOOL
DISTRICT 23-3

BY: _____
President

BY: _____
President, Board of Education

and

and

Negotiator

Business Manager

Appendix I

Oelrichs Salary Schedule 2022-2023*

Each Step Down is + \$695, Each Lane Change is + \$935

BASE	BS	BS + 9	BS + 18	BS + 27	MA BS + 36	MA + 18	MA + 27
1	\$39,792	\$40,727	\$41,662	\$42,597	\$43,532	\$44,467	\$45,402
2	\$40,487	\$41,422	\$42,357	\$43,292	\$44,227	\$45,162	\$46,097
3	\$ 41,182	\$42,117	\$43,052	\$43,987	\$44,922	\$45,857	\$46,792
4	\$ 41,877	\$42,812	\$43,747	\$44,682	\$45,617	\$46,552	\$47,487
5	\$ 42,572	\$43,507	\$44,442	\$45,377	\$46,312	\$47,246	\$48,182
6	\$ 43,267	\$ 44,202	\$45,137	\$46,072	\$47,007	\$ 47,942	\$48,877
7	\$ 43,962	\$44,897	\$45,832	\$46,767	\$47,702	\$48,637	\$49,572
8	\$ 44,657	\$45,592	\$46,527	\$47,452	\$48,397	\$49,333	\$50,267
9	\$ 45,352	\$46,287	\$47,222	\$48,157	\$49,090	\$50,027	\$50,962
10	\$46,047	\$46,982	\$47,917	\$48,852	\$49,787	\$50,722	\$51,657
11		\$47,677	\$48,612	\$49,547	\$50,483	\$51,417	\$52,352
12		\$48,372	\$49,307	\$50,242	\$51,177	\$52,112	\$53,047
13		\$49,067	\$50,000	\$50,937	\$51,872	\$ 52,807	\$53,742
14			\$50,695	\$51,632	\$52,567	\$ 53,502	\$54,437
15			\$51,392	\$52,327	\$53,262	\$ 54,197	\$55,132
16			\$52,087	\$53,022	\$53,957	\$ 54,892	\$55,827
17			\$52,782	\$ 53,717	\$54,652	\$55,587	\$56,522
18			\$53,477	\$ 54,412	\$55,347	\$ 56,282	\$ 57,217

For teachers grandfathered in on the old lane schedule:

BS + 54 is the equivalent of Lane "MA + 18"

BS + 63 is the equivalent of Lane "MA + 27"

- **Effective July 1, 2022 teachers received a salary increase of 3.75% plus \$695 if qualify for step**

Appendix II
Extra Curricular Salary Agreement 2022-23

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Varsity Head- Track, Football, Basketball, Volleyball	\$2,625	\$2,783	\$2,940	\$3,098	\$3,255	\$3,413	\$3,570	\$3,675	\$3,885	\$4,043
Varsity Assistant – Track Football, Basketball, Volleyball	\$1,575	\$1,733	\$1,890	\$2,048	\$2,205	\$2,363	\$2,520	\$2,678	\$2,835	\$2,993
Middle School Head – Track Football, Basketball, Volleyball	\$1,575	\$1,733	\$1,890	\$2,048	\$2,205	\$2,363	\$2,520	\$2,678	\$2,835	\$2,993
Middle School Assist – Track Football, Basketball,	\$1,050	\$1,208	\$1,365	\$1,523	\$1,680	\$1,838	\$1,996	\$2,153	\$2,310	\$2,468
Head MS/HS Cross Country	\$2,205	\$2,363	\$2,520	\$2,678	\$2,835	\$2,993	\$3,150	\$3,308	\$3,465	\$3,623
Student Council	\$630	\$758	\$945	\$1,103	\$1,260	\$1,418	\$1,575	\$1,733	\$1,891	\$2,048
Senior Sponsor	\$735	\$788	\$840	\$893	\$945	\$998	\$1,050	\$1,103	\$1,155	\$1,208
Junior Sponsor (concession)	\$2,310	\$2,468	\$2,625	\$2,783	\$2,940	\$3,098	\$3,255	\$3,413	\$3,570	\$3,728
National Honor Society	\$525	\$578	\$630	\$683	\$735	\$788	\$840	\$893	\$945	\$998
Year-Book Director	\$840	\$893	\$945	\$998	\$1,050	\$1,103	\$1,155	\$1,208	\$1,260	\$1,313
Cheerleading (if Certified)	\$1,050	\$1,208	\$1,365	\$1,523	\$1,680	\$1,838	\$1,995	\$2,153	\$2,310	\$2,468

- There will be a \$300 increase in coach's pay for those individuals that are not employed full-time by the school and must travel from outside the district.

Appendix III

EMPLOYMENT AGREEMENT

THIS AGREEMENT entered into this ___ day of _____, _____ between Oelrichs Public School No. 23-3 of Fall River County, South Dakota, hereinafter designated "District" and _____ hereinafter designated "Teacher," a teacher in good standing and of proper qualifications under the laws of the state of South Dakota, and under the rules and regulations of the Department of Public Instruction, Division of Elementary and Secondary Education, and who is or will be a holder of a valid South Dakota Teaching Certificate and Special Endorsement.

Teacher agrees to teach in the public schools of the District under the supervision and direction of the Board of Education of the District and its Superintendent of Schools, or other official designated by said Board for a term commencing and effective on July 1, 20___, and terminating on June 30st of the following year. The terms of this Agreement and the performance of the services hereunder are subject to the terms and conditions of the Negotiated Agreement between the District and the Oelrichs Education Association and the policies, regulations and directives of the District. Teacher agrees to attend such preschool meetings, workshops and teacher professional meetings during the term of this agreement as directed by the District.

District agrees to pay to the teacher for such services the sum of \$_____ (which is based on Step _____ of Lane _____) payable in 12 equal installments over a 12 month period of \$_____ each, less applicable deductions. Teacher agrees to faithfully perform the duties assigned by the District in accordance with the terms of the school calendar as adopted by the Board of Education. (_____ Days).

In the event Teacher terminates this agreement and thereby fails to perform the services required hereunder for the full term of the agreement, he/she shall pay as liquidated damages the amount specified in the Negotiated Agreement. Teacher agrees that any liquidated damages due to the District hereunder shall be withheld from any monies due or to become due to the Teacher.

If the teacher shall fail or refuse to perform this contract or any provision hereof, or shall be terminated or non-renewed for any reason provided under state law, or if the teacher's certificate to teach is legally suspended, revoked or expired, then, and in any of said events, this agreement shall terminate and the Teacher shall not be entitled to compensation from and after such suspension, dismissal, revocation or expiration.

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the laws of the State of South Dakota on the day and year first above written.

TEACHER

OELRICHS PUBLIC SCHOOL No. 23-3.

BY: _____
ITS: President

Business Manager

Appendix IV

EXTRA DUTY AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 20__ between Oelrichs Public School No. 23-3 of Fall River County, South Dakota, hereinafter designated "District" and _____ hereinafter designated "Employee."

District agrees to hire Employee as _____. Employee agrees to faithfully perform the duties assigned under the supervision and direction of the Board of Education of the District, its CEO/Superintendent of Schools, or other official designated by said Board, commencing on _____, 20__ and terminating on or about _____, 20__.

For the services rendered, District agrees to pay the Employee the sum of _____ in a single lump sum payment, less applicable deductions required by federal and state law. The aforementioned payment shall be made at the conclusion of the season, after the Employee has successfully fulfilled and completed all of the coaching duties assigned.

The parties agree that this Agreement is contingent upon the District's determination that there are a sufficient number of players or students to field a team in the assigned sport. If it is determined that there are not a sufficient number of players or students to field a team, then this agreement is null and void and of no further force and effect.

This Agreement may be terminated by the District in the event the Employee fails to satisfactorily perform the duties assigned, and shall automatically terminate at the end of the season upon payment of sum specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

EMPLOYEE

OELRICHS PUBLIC SCHOOL No. 23-3.

Signature

BY: _____
ITS: President

and

Print Name

Business Manager

Appendix V

GRIEVANCE PROCEDURE FORM

REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL ONE FORM

Date of presentation to Principal:

Name of Aggrieved Person:

Home Address:

School:

Principal:

Nature of Grievance including provision of policy alleged to have been violated:

Settlement Requested:

Has the grievance been processed at the Informal Level? ____

Date of informal discussion: _____

Signature _____ Aggrieved Person

**Attach any relevant documentation and written notice provided to your supervisor regarding the Informal Procedure.*

.....
REPLY TO LEVEL ONE GRIEVANCE

Date reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of presentation of grievance to Principal:

Decision of Principal:

Signature _____ Principal

REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL THREE FORM

Date of submission to President of the School Board:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply of Superintendent to LEVEL TWO Grievance:

State Reason for Submission of Grievance to Level Three:

Settlement Requested:

Signature _____ Aggrieved Person

**Copies of all previous grievance forms and replies must be attached.*

REPLY TO LEVEL THREE GRIEVANCE

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of Submission of grievance to President of the School Board – Level Three:

Date of Hearing with School Board:

Decision of the School Board:

Signature _____ President, School Board

REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL TWO FORM

Date of presentation to Superintendent:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply to Level One grievance:

State reason for submission of grievance to Level Two:

Settlement requested:

Signature _____ Aggrieved Person

**Copies of Level One Request for Settlement of Grievance and Reply must be attached.*

REPLY TO LEVEL TWO GRIEVANCE

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of submission of Grievance to Superintendent:

Decision of Superintendent:

Signature _____ Superintendent