

**Eagle Butte School District 20-1**

**CERTIFIED DISTRICT EMPLOYEES**

**2022-2023 & 2023-2024  
Negotiated Agreement**

*RL*  
*JR* 5-23-22

## STATEMENT OF POLICY

This personnel policy statement has been written and made a part of the master contract so that all parties are aware and knowledgeable of prior negotiated policy concerning District 20-1 teacher personnel.

The Recall Policy will be given to teachers at the beginning of each year.

This agreement was negotiated as a two-year agreement. It covers the 2022-2023 & 2023-2024 school year.

Negotiations will only be re-opened should the cost of health insurance increase more than 20%.

Updated agreement to be on file in the business office within 30 business days following the conclusion of negotiations. Failure to file updated agreement within 30 business days forfeits the newly negotiated terms and the agreement reverts to the last negotiated agreement.

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# NEGOTIATED AGREEMENT

## *Article I: QUALIFICATIONS*

All members of the teaching staff must hold a legal certificate issued by the State Division of Elementary and Secondary Education for the position of employment. Copy of valid certification and official transcripts of the college credits must be on file in the Central Office of the School District. If certificate isn't received by the first day, the employee will be paid at the substitution's rate until certificate is received. Once certificate is received employee will be paid retroactively from start of contract less the sub pay received.

## *Article II: PROFESSIONAL PERFORMANCE*

It is the responsibility of administrators to carry out the evaluation of teachers under their supervision in a manner consistent with the law and policy negotiated. Policy for evaluation to be listed in teachers' handbook.

## *Article III: SUPERVISION*

### Section 1

Staff members shall discuss problems and requests with their immediate supervisor prior to discussing these issues with the District Superintendent. The immediate supervisor shall be informed, by the staff member, when the staff member elects to discuss problems and requests with the District Superintendent. Staff members shall discuss these problems and requests with the District Superintendent before taking these issues to the Board of Education. The District Superintendent shall be informed, by the staff member, when the staff member elects to discuss problems and concerns with the Board of Education. All staff members are responsible to the District Superintendent.

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## Section 2

The placement of instructional personnel is the responsibility of the Superintendent in cooperation with the Principal involved. Duties and responsibilities of instructional personnel are to carry out assignments as outlined by Superintendent and Principal according to the policies of the Board of Education.

### *Article IV: DISTRICT PERSONNEL*

#### Section 1

All teachers must submit a valid teaching certificate and current transcript which must be on file in the office. No teacher will receive their first check until a certificate and transcripts are produced. Teachers shall as much as possible teach in their major field of study. Teachers in the system must conform to the requirements prescribed by the State Department in regard to teaching certificates and renewal of certificates.

#### Section 2

All teachers shall be referred to the current teacher salary schedule. Additional hours accumulated for increment purposes must be in the area that the employee is teaching in the system and the hours must be graduate hours. Employees will be classified for scheduling purposes by the Board on September 1 of each year. At that time, they will be placed on the schedule at the level warranted by their experience, training, position, summer school activities and classification, except that changes in position during the school year shall be accompanied by corresponding salary adjustments to fit the new position. Employees anticipating a lane change are requested to notify the Business Office by June 15<sup>th</sup>.

#### Section 3

Teachers will keep a current set of lesson plans and on Friday prepare a set for one week in advance, for each subject taught, unless teacher is unable to perform their regular duties due to illness or emergency. In this instance, lesson plans are due before the teacher leaves and on the first day the teacher returns to the classroom. All end-of-the-year reports must be completed and approved by the Superintendent or Principal. The Superintendent and Principal have authority to visit any classroom, practice session, dressing room or teachers' meeting held in the school.

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**Article V: WORKING HOURS**

Section 1

The working day for instructional personnel is 7:45 a.m. to 3:45 p.m., or as assigned with consent of employee. Working hours are not to exceed a normal working day with adequate time allowed for noon lunch.

Section 2

Teachers will receive 30-minute lunch periods with alternating noon duties. Teachers may be assigned to playground or hall duty. Teachers **cannot** leave at 3:30 pm because they had lunch duty; they are required to stay until 3:45 pm.

Section 3

Teachers may leave 30 minutes early on days preceding vacations and weekends after class completion. This section does not pertain to early dismissal days for staff development.

**Article VI: PROFESSIONAL LEAVE AND ORGANIZATIONS**

The Board of Education shall encourage employees to actively participate in professional meetings. Teachers are expected to be interested in the work of their professional organizations. The Board will allow up to three (3) days at one given time for professional meetings unless assigned by the District Superintendent. Eligibility to attend meetings shall be based upon professional interest and must be approved by the District Superintendent. Mileage and per diem shall be paid according to State rates. Receipts of expenses and a signed voucher must be submitted to the School District Office. The payment of a substitute teacher shall be made by the District for a certified person attending a professional meeting.

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**Article VII: EXTRA DUTY PAY**

Section 1

Occasionally one can be called on to perform extra duty at night or on weekends. When personnel perform extra duties, payment will be made in the amount of \$25.00 per event.

Section 2

All athletic extra events must be cleared through the Athletic Director and approved by the District Superintendent. The number of extra event personnel at each event will be set by the District Superintendent and approved by the District Board. All extra events will be assigned by the Athletic Director selecting from applications submitted at the beginning of the year.

Section 3

Extra events are scheduled after regular working hours. One cannot add hours for more than one extra duty assignments per night.

Section 4

Extra events salaries may be paid through the activity fund. If the fund is unable to compensate employees, the District will add funds to enable these compensations. The District Administration will not ask District Personnel to work at extra events without compensation if the Bureau employees do not work without compensation. Only if BIA employees work without compensation or are assigned to work extra events without compensation will District Employees be asked to work extra events without compensation.

**Article VIII: HEALTH INSURANCE**

The District shall contribute the following amounts for insurance: single person coverage to be paid by the District at \$975 per month, employee and spouse or employee and children to be paid at \$1075 per month, and family coverage to be paid at \$1175 per month. This must be used toward life insurance and any combination of the group medical, dental insurance and the single price for vision insurance. If the total of the District contribution is not used, the excess money will remain in the general fund of District 20-1. Any dollar amount above the District contribution will be paid by the employee.

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6

**Article IX: LEAVE OF ABSENCE**

**Section 1 – Educational Leave**

Upon request of a continuing-contract teacher, the Board shall grant such teacher a leave of absence without pay for one contract year to obtain an additional or advanced degree. During such absence, the teacher shall forfeit none of his/her accumulated or accrued benefits.

**Section 2 – Educational Leave**

Upon returning to the system the teacher shall be placed one step numerically higher than previously held if a step was agreed upon during negotiations and in the lane compatible with the advanced degree. During such absence, the teacher shall forfeit none of his/her accumulated or accrued benefits.

**Section 3 – Educational leave**

The teacher shall be granted employment commensurate with their qualifications. The teacher must notify the Board of their intent to return on or before March 1 of the new contract year or submit a resignation, and failure to provide the same shall constitute a resignation.

**Section 4 – Personal Illness or Disability**

A teacher who is unable to teach because of personal illness or disability, who has exhausted all accumulated paid discretionary leave available, shall be granted, upon request, an additional leave of absence without pay for the duration of such illness or disability, up to one contract year.

**Article X: PROFESSIONAL AND DISCRETIONARY LEAVE**

Professional leave must be approved in advance by Administration. Upon application or request of the teacher, discretionary leave is to be approved by Administration and immediately upon return, all necessary reports and leave slips must be completed. Unused leave will be accumulated leave at the end of the school year. Discretionary Leave shall be used in conjunction with Family Medical Leave Act (FMLA). The number of Discretionary Leave Days used during a school year for a FMLA qualifying reason shall be deducted from the sixty (60) days of FMLA leave to which the employee is entitled. If an employee's accumulated leave days exceed the 60 school days mandated by FMLA, the employee does not forfeit those days.

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## **Article XI: DISCRETIONARY LEAVE**

### Section 1

Discretionary leave is to be granted at the rate of 15 days per year, accumulated to 50 days. Sick, personal, and emergency leave are grouped together and called Discretionary Leave. Paid discretionary leave shall be used in conjunction with Family Medical Leave Act (FMLA). The number of paid discretionary leave days used during a school year for a FMLA qualifying reason shall be deducted from the sixty (60) days of FMLA leave to which the employee is entitled. If an employee's accumulated leave days exceed the 60 days mandated by FMLA, the employee does not forfeit those days.

### Section 2

Discretionary leave is to be accumulated as follows:

- A) One (1) day granted upon signing the contract and one day the first of each month September through May.
- B) Those employed for less than a nine-month period shall accumulate leave at the rate of one day per month for the duration of the contract.

### Section 3

After a contracted teacher has exhausted all accumulated days the amount deducted from the next check will be computed at the rate of one day's pay per day of absence.

### Section 4

Compensation of \$60.00 per day for each day of unused leave over 50 days will be issued in June of every year.

### Section 5

Leave slips must be signed, approved by administration, and returned to the Business Manager. Discretionary Leave Forms must be handed in to supervisor two days after your return, or before if you know you will be gone.

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## Section 6

Verification by a doctor is required by the administration when absences for illness or injury are for a period of three days or longer. This verification is required to be turned into the 20-1 administration.

## Section 7

When a substitute is paid for a certified teacher and no leave slip is submitted, the teacher will be charged one-day discretionary leave.

## Section 8

Unused discretionary leave will be paid at the rate of \$60.00 per day when the employee retires.

Employees hired after June 30, 2003 will not be paid for unused discretionary leave when they leave the system.

## Section 9

A substitute teacher will be assigned all regular duties of the classroom teacher during a regular student day.

## Section 10

Each employee will be responsible for tracking his/her own leave status. Current leave records are available during business hours. No more than three days of leave without pay (LWOP) will be automatically deducted from any one pay period. Any person who has more than three days LWOP during any pay period will be notified by the Business Office. The employee may contact the Business Manager to make alternate plans to deduct the LWOP. All LWOP will be deducted prior to the final payment.

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**Article XII: SICK LEAVE BANK**

Section 1

Participation in the sick leave bank is on a voluntary basis.

Section 2

Only those individuals who donate to the sick leave bank are eligible to draw from it.

Section 3

Deadline for sick leave bank enrollment will be November 1st of each year. The employee must take responsibility for submitting appropriate forms of intent to participate in the sick leave bank. All completed, signed sick leave bank membership forms must be in the district office by November 1st.

Section 4

The sick leave bank will continue provided that a minimum of 65% of the eligible employees participate in the bank.

Section 5

Initially, an individual must donate two days to the sick leave bank to authorize membership. Thereafter, the employee will donate one day per year to maintain membership, up to a maximum of six days.

Section 6

Each day donated to the sick leave bank entitles the employee to apply for up to five (5) days from the sick leave bank. An individual cannot have more than six donated days stored in the bank.

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## Section 7

The leave granting process begins when an employee authorizes a new or renewed membership. A teacher shall be eligible to draw from the sick leave bank when the teacher has no more leave days available. Upon his/her first application to the sick leave bank committee chairman, the teacher shall automatically receive two days from the leave bank. These two days must meet Section 9 criteria.

If, at the end of two days, the teacher is still unable to return to work, the teacher must take two days of leave without pay (LWOP) before again becoming eligible for additional leave from the bank. After the two days of LWOP, the teacher must apply to the chairman of the sick leave bank committee for up to five days of leave from the bank. Before again becoming eligible for additional leave from the bank, the employee must take five days of LWOP. This pattern of five days of leave from the bank followed by five days of LWOP will continue until the teacher has exhausted his/her available leave from the bank.

The teacher must apply for, and the leave committee grant, each additional day or days of leave from the bank.

## Section 8

If a person has drawn days from the bank, they may replace the days as a regular contributing member at the rate of one day per year. This one day is in addition to the regular contribution of one day to maintain membership.

## Section 9

Once a member has used all his/her available leave, he/she may draw from the sick leave bank for the following reasons:

- A. An illness (A doctor's statement may be requested.)
- B. Maternity leave (Supported by a doctor's statement)
- C. Disability (Supported by a doctor's statement)
- D. Death in the immediate family

## Section 10

Administration of the sick leave bank will be handled by a committee of five; three teachers appointed by the EBEA (one of whom shall be the chairman), the 20-1 Superintendent and the 20-1 Business Manager. Recordkeeping will be done by the business office. The EBEA shall have the right to periodically examine the records during normal business hours.

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11

## Section 11

All requests for use of the bank, after the initial two days, must be submitted in writing to the chairman of the sick leave bank committee. A written statement from the employee's personal physician may be required.

## Section 12

Any days a member has donated to the sick leave bank will not jeopardize his/her attendance bonus. Days contributed to the sick leave bank will be counted as days used for accumulated leave or leave payoff purposes.

## Section 13

A person withdrawing from membership in the bank will not be able to withdraw contributed days.

## Section 14

Unused days in the bank shall be carried over to the following school year. The sick leave bank will be closed out by the chairperson of the EBEA Leave Bank committee and the District #20-1 Business Manager, and it shall be done before June 15th.

## Section 15

If the total days in the bank are exhausted in any year, use of the bank ends for that year.

## **Article XIII: ATTENDANCE BONUS**

A bonus will be paid for excellent attendance by certified personnel as follows:

Employees absent for one day or less, \$500 each semester  
Employees absent for one and a half days or less, \$450 each semester  
Employees absent for two days or less, \$400 each semester

This will apply to all absences including use of all leave except professional. This includes use of discretionary leave and leave without pay.

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**Article XIV: RESIGNATIONS**

Section 1

Resignations shall be in writing and should be submitted to the District Superintendent. The Board has the authority to act in accordance with the several different contracts it offers.

Section 2

The Board may impose liquidated damages for breaking a contract as follows: \$800.00 on May 15, with an increase of \$50.00 per week to a maximum of \$1,600.00, which will apply thereafter. The Board may seek suspension of teaching certificate for resignations received after June 15th. Resignations after May 15 will be addressed at the next Special or Regular board meeting, whichever comes first. Resigning will be allowed after first semester upon mutual consent of the board and the employee.

Section 3

To avoid additional penalty, the resignation has to be in the hands of the Superintendent, or postmarked certified mail by the penalty date.

**Article XV: RETIREMENT**

Section 1

Retirement of all certified employees is in conformity with provisions of Old Age Survivors Insurance Act and the South Dakota Retirement System. Teachers are encouraged to set their retirement on June 30 following the date of their retirement eligibility.

Section 2

Voluntary retirement during the period of a valid contract should be considered a breach of contract and treated accordingly.

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## Article XV A: VOLUNTARY RETIREMENT

### Section 1

The voluntary retirement plan will be available to full time certified employees who served as certified contracted employees of Eagle Butte School District 20-1 for fifteen (15) or more years as classroom instructors.

The following conditions will apply to any member of the certified instructional staff whose salary is computed on the School District salary schedule and who is **eligible** for voluntary retirement benefits.

The following conditions will apply to any member of the certified instructional staff whose salary is computed on the School District salary schedule and who **elects** voluntary retirement:

1. The total amount of voluntary retirement benefits paid in one fiscal year shall not exceed four percent (4%) of the budget for certified, contracted instructional salaries for that year.
2. The one-time payment will be made on the basis of years of service of the eligible employee and the percent of salary of the contracted year in which the employee elects voluntary separation. The employee may elect to have the benefit paid in two equal installments, the first upon retirement and the second payment one year later, or in one lump sum at the time of retirement.
3. Those with the most years of service in the district shall receive first consideration for voluntary retirement benefits in the event that applications exceed funds available under the four (4%) limitations.
4. A written request is to be submitted to the Superintendent of Schools prior to March 1 of the calendar year in which the benefit is paid. Payments will be made in July following approval of the written request.
5. Acceptance of an employee's written request for the voluntary retirement plan will be considered a voluntary resignation and termination of the employee's continuing contract.
6. Employees on leave of absence, excluding those leaves that are related to personal illness, are not eligible to participate in this program.

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7. The voluntary retirement program is calculated by taking 4% of the current salary multiplied by the number of full years (up to a maximum of 20 years) service in the district. "Current salary" shall be defined as the annual salary for certified full time positions as defined by the salary schedule. "Current salary" does not include extra duty pay, contract extensions, or other payments above the amount specified by the salary schedule.

**Article XVI: SUBSTITUTE TEACHERS**

Substitutes shall be secured by school officials and never by the employee. No employee shall at any time pay a substitute. Substitute teachers will be paid at a rate of \$90 per day.

**Article XVII: PROMOTION OR RETENTION**

The awarding of marks & grades are solely the responsibility of the teacher. Decisions relative to promotion or retention are the responsibility of the teacher and principal after consultation with the parent.

**Article XVIII: SCHOOL CALENDAR**

Section 1

Teachers will have an opportunity for input into setting the school calendar.

Section 2

Teachers may be asked to report to work three days prior to the beginning of school if they have been previously employed in the system and five days if they are new employees, as part of contracted days.

**Article XIX: PARENT CONFERENCES**

Teachers may be asked to attend parent conferences after the regular working hours as a part of their regular duties.

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**Article XX: SCHOOL DISMISSAL DAYS**

When school is dismissed or called off for reasons of inclement weather, the teachers are not required to be at school. Missed days may be added to the school calendar.

**Article XXI: NEGOTIATION PROCEDURE**

A negotiating procedure will be agreed upon by both parties and added to the negotiated agreement.

**Article XXII: MEET AND CONFER**

The School Board and the Eagle Butte Education Association (EBEA) recognize the need to establish a procedure whereby the parties will meet and confer on those matters of mutual concern at times other than annual negotiation sessions. They therefore establish a "Meet and Confer" procedure for this communication.

When either entity wishes to set up a meet and confer session, the proposal will be submitted by the chairperson of one group to the chairperson of the other group. The group receiving the request will have ten calendar days to respond. If no response is received, the meeting will not occur. If the groups agree to meet, the respective chairpersons and the district superintendent/business manager will select a date and agree on procedure.

**Article XXIII: NEGOTIATED POLICIES NOT INCLUDED IN THIS DOCUMENT**

Policies and procedures on Reduction in Force, Teacher Evaluation, and Grievance Procedure cannot be amended or repealed without concurrence with the EBEA.

**Article XXIII: SPORTS PASS**

Per Game Pass- pick up ticket in the 20-1 business office

*Handwritten initials and date:*  
JK  
OJR 5-23-22



**Article XXIV: MANAGEMENT RIGHTS**

The laws of the State of South Dakota have vested in School Boards the full authority and power to manage, control and direct the operation of the School District and to adopt, modify or repeal policies, rules and regulations for the School District. The Board, on its own behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the state of South Dakota and of the United States. The exercise of the foregoing shall be limited only by the specific and express terms of this agreement. Should any provision or part thereof of this agreement be deemed null and void by a court of competent jurisdiction, such provision or part thereof shall be deleted from this agreement. The remaining provisions and parts thereof shall remain in full force and effect.

PLLS  
District 20-1 Board President

Tim Reese  
EBEA President

8/26/2022  
Date

5-23-22  
Date

Approved by the School Board on \_\_\_\_\_

Salary Schedules attached.

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**EXTRA CURRICULAR PAY**

Band Advisors	\$1826.00
FFA Advisor	\$1826.00
Sr. High Cheerleading Advisor	\$1,000.00 per season
Jr. High Cheerleading Advisor	\$500.00 per season
Jr. and Sr. Class Advisor	\$650.00 per class, one for each class
Jr. and Sr. Class Assist. Advisor	\$ 450.00 per class, one for each class
Fresh. and Soph. Class Advisor	\$ 450.00 per class, one for each class
Fresh. and Soph. Assist. Advisor	\$ 350.00 per class, one for each class
All Play Directors	\$ 300.00 per act, no more than two directors
Assistant Play Directors	\$200.00 per act
Yearbook Advisor	\$800.00
Drill Team Advisor	\$1,000 per team
Destination Imagination	\$1,070 per team (1 team per coach) (5 teams per year)

All above approved in advance by the District Superintendent.

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18

**DETERMINATION OF COACHING PAY**

1. All coaches, Band advisors, and FFA Advisors will receive 10% of their base extra on signing of third, fifth, and seventh consecutive contract in that sport or capacity in the Eagle Butte System.
2. Number of coaches and assistants on staff to be based on student participation. Number of coaches and assistants to be determined by Superintendent and Athletic Director. Coaches will be notified in accordance with SDCL 13-43-6.2 and SDCL 13-43-6.3 if they will not be rehired for their current coaching position. Moving between coaching positions in a specific sport will not result in a loss of years of experience if the years are consecutive in that sport. The Cross Country Coach is a Head Coach.
3. Payment for all advisors and directors with the exception of class advisors will be dependent on participation by students and completion of the project. The Activities Director and District Superintendent will be responsible for determining payment on the basis of participation and completion.

**COACHING BASES: PAYMENT AS FOLLOWS**

Senior High Head Coach Base	\$2,938.00
Senior High Assistant Coach Base	\$2,398.00
Junior High Head Coach Base	\$1,863.00
Junior High Assistant Coach Base	\$1,525.00

This salary schedule is relevant to persons paid by the 20-1 School District to coach athletics.

*[Signature]*  
District 20-1 Board President

*Jim Reed*  
EBEA President

*5/26/2022*  
Date

*5-23-22*  
Date

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*JR* 5-23-22  
19