

DEUEL SCHOOL DISTRICT 19-4



2022-2023

NEGOTIATED

AGREEMENT

I. RECOGNITION AND FORMAL NEGOTIATIONS

RECOGNITION

The Deuel School District #19-4 Board of Education negotiates salary and other conditions of employment with its professional staff under requirements and subject to limitations set forth in Chapter 3-18 S.D.C.L.

- A. Formal recognition will be granted that organization of professional employees which represents the majority of the professional employees of the district.
 - 1. Upon written request by at least 30% of the professional staff, the Board will arrange for a referendum to determine which organization shall represent the professional staff in negotiations with the Board. The referendum will be conducted by secret ballot open to all members of the professional staff. Referenda will be decided by a majority of the votes cast.
 - 2. Petitions for a referendum will be received by the Board before January 1 of any school year.
- B. Collective negotiations cover the following professional personnel:
 - 1. Classroom teachers
 - 2. Guidance Counselors
 - 3. Specialized Teachers
- C. The Board shall not negotiate with another group on the current negotiated agreement which has been agreed upon and signed by both parties.

A. FORMAL NEGOTIATIONS

This article will govern the process of collective negotiations between the Teachers and the Board of Education. The Board as a committee of the whole, representatives of the Board, or someone representing the Board will work with the teachers negotiating committee or a representative of the teachers group in the consideration of salary schedules and conditions of employment as those terms are used in SDCL Chapter 3-18.

A. Principles:

- 1. Both parties agree to negotiate in good faith. The teachers shall be entitled to the reasonable use of the school communication system for the purpose of communications with teachers and shall be entitled to the reasonable use of school facilities for meetings.
- 2. The Board agrees to furnish the Teachers, upon request, such information as is reasonably available to the Board.
- 3. If an agreement is not reached by May 1, contracts for the subsequent year will be issued under the same terms and provisions as the previous bargained agreement.
Contracts will be amended when a settlement is reached.

B. Procedures:

- 1. The welfare of the students and their education shall be the most important responsibility of the negotiating teams.
- 2. If either party desires to negotiate, the other party shall be notified in writing. The written request, stating specifically the reason for the meeting, must be directed by the chairman of the teachers negotiating committee to the Chairman of the Board or visa-versa. A meeting must be held within ten days after the request has been submitted unless both parties agree to an extension of time.
- 3. The Deuel School Education Association or the Deuel School Board may engage the services of a professional negotiator. If either group chooses to use a professional negotiator, it is mutually agreed that there will be representation from both groups present at the negotiations table and at those times the negotiation sessions will be open. If a professional negotiator is not used, either of the following methods may be used:
 - a. If the teachers negotiating team has the authority to act for the Professional Staff, the board will

- negotiate as a unit and the teachers shall be entitled to a negotiating team of no more than 8 representatives.
- b. If the teachers negotiating team does not have the authority to act for the Professional Staff, the Board will have two representatives or seek the services of an outside negotiator and the Teachers Negotiating team will have no more than 8 representatives. It is recognized that both teams have the authority to negotiate for their respective groups but also realize that final agreement requires the ratification of the Board and Teachers respectively.
 - c. If outside negotiators are to be used, that decision must be made no later than January 1st. If the negotiating is to be done by the Board and the Teachers, the method to be used must be decided upon by February 1st.
4. Meetings may be conducted in open session by mutual agreement. If there is not mutual agreement, the meetings will be held in closed session.
 5. The Board shall appoint one spokesperson and the teachers shall do the same. The spokesperson may yield the floor to another member of the team upon their being recognized by the spokesperson.
 6. The initial meeting shall involve introductions and an exchange of packages. Subsequent meetings shall be held at such times and places as is mutually agreeable.
 7. The Business Manager shall be a recorder for all sessions. Before the close of each meeting a statement shall be drafted to which all parties agree as representing the developments that occurred during the meeting. The Chairperson of each team will sign the statement and will be furnished a copy within 24 hours. An agenda will be established for the next meeting.
 8. The Superintendent of Schools may be present as a resource person for both groups.
 9. Other resource persons from within or without the school may be present at a negotiations meeting with the mutual consent of both teams.
 10. Additional proposals may be submitted by mutual consent of both teams.
 11. Both teams have the right to make counter proposals.
 12. Both teams have the right to request a caucus at any time during a negotiations meeting. The time spent in caucus shall not exceed 20 minutes except by mutual consent.
 13. A negotiations meeting shall not exceed three clock hours from beginning to end of actual discussion. This may be waived by mutual consent.
 14. If negotiations are in closed session, all agreements and/or disagreements between teams shall not be made public, orally or in writing, to any member of the press or communications media after negotiations have formally begun unless a jointly agreed and prepared statement is released by the teams involved.

B. ANNOUNCEMENT OF AGREEMENT

When final agreement is reached, the negotiated agreement shall be reduced to writing and, when approved and signed by both parties, shall become a part of the official minutes of the Board.

The School District shall prepare a copy of the agreement within thirty days after ratification, for each employee covered by the agreement.

C. IMPASSE

- A. In the event good faith negotiations has failed to result in a settlement, either party may request mediation through the Division of Labor and Management of the South Dakota Department of Labor.
- B. If mediation does not result in a settlement, either party may request fact finding through the Division of Labor and Management.
- C. Cost incurred during negotiations or Impasse are the sole responsibility of the party securing the service.

A. DEGREE INCREASES

Upon presenting satisfactory evidence of having obtained college credits or a higher degree, as the case may be, a teacher will be entitled to move from one track of the salary rate section to a higher track, in accordance with the following sections.

1. Teachers with BA/BS Degree status will qualify for BA/BS plus 16 semester hours status upon presenting evidence of having obtained 16 graduate semester hours of college credit beyond the BA/BS Degree.
2. Teachers with BA/BS + 16 hour status will qualify for BA/BS plus 30 semester hours status upon presenting evidence of having obtained 30 graduate semester hours of college credit beyond the BA/BS Degree.
3. Teachers with BA/BS Degree status and above will qualify for MA/MS/M.Ed Degree status upon presenting evidence of obtaining an MA/MS/M.Ed Degree.
4. Teachers with MA/MS/M.Ed Degree status will qualify for MA/MS + 16 semester hours status upon presenting evidence of obtaining 16 semester hours of college credit.
5. Credits beyond the Bachelor's Degree must be graduate credits, of which at least 60% must be in educational theory or practices, or in the instructor's major and/or minor fields of preparation to be allowed for credit for advancement from one lane of the schedule to the next.
6. If it is known when contracts are drawn that a person may qualify for a change due to additional semester hours completed, the contract will be written on the basis of the teacher's qualifications at the time the contract is written, with provision for the anticipated change upon receipt of transcripts, previous to the first payment under the contract. Unless written notification is given by teachers at or before contract time, the contract shall remain unchanged.

B. PLACEMENT ON SALARY SCHEDULE

1. The Superintendent shall have the authority to place a newly hired teacher on the appropriate step and lane in accordance with the negotiated salary schedule. Administration has flexibility to go outside salary schedule to hire staff when critical need exists and limited qualified applicants apply. The Superintendent will notify The Deuel School Education Association in writing stating the detail of the situation in which a bonus is being offered.

C. SALARY PAYMENT

1. All personnel will be paid in 10 or 12 equal monthly installments on the 20th day of each month. In the event that the 20th falls on a Saturday, a Sunday, or a Monday holiday that school is not in session personnel will be paid on the previous Friday. The insurance premium, if applicable, will be deducted equally from the monthly installments. For each school year, the business office must be notified of employee's choice no later than July 1.
2. Teachers on ten months contract to receive additional one-tenth of individual's 9-month basic salary base pay.
3. Teachers on eleven months contract to receive additional one-fifth of individual's 9-month basic salary base pay.
4. The rate for pay for special activities or work during summer or other days will be set at \$20.00 per hour not to exceed \$125.00 for a day. Agreement from Administration will be needed for approval. Language allowing for an exception due to certain grant requirements will not be superseded.
5. The Superintendent may negotiate with the individual staff members and may pay off the negotiated agreement scale when circumstances make available alternate money sources such as grants, State or private subsidy or other funding sources.
6. Teacher will be paid \$15.00 per 50 minute period when giving up a prep or free period to cover a class for another teacher in their absence. Payment will be made in January and June. Teachers are not required to take part in this.

D. LIQUIDATED DAMAGES

It is agreed by the parties hereto that in the event that party of the first part requests a release from the contract after the same has been signed and before the commencement of the school year for which the contract has been entered into that the exact amount of damages resulting to the party of the second part is impossible of exact ascertainment; it is agreed, however, that in such event the difficulty in securing a replacement teacher, and the expenses incurred in telephone calls, correspondence and travel is greater the nearer such time comes to the time for the commencement of the ensuing school year. For that reason it is agreed that liquidated damages shall be assessed by the party of the second part against the party of the first part on the following schedule:

In the event a release is requested

<u>Upon signing contract and prior to May 15</u>	<u>\$500.00</u>
<u>May 16 to June 1</u>	<u>\$750.00</u>
<u>June 2 to June 16</u>	<u>\$1,500.00</u>
<u>June 17 and beyond</u>	<u>\$3,000.00</u>

IV. LOCAL INSERVICE PAYMENT GUIDE

Certified staff contract days will go to 180 days. This will accommodate the-three days currently used prior to the school year.

V. EMPLOYEE BENEFITS

A. The Deuel School District #19-4 will contribute the single premium for the \$2,000.00 deductible health insurance, dental insurance and life insurance, not to exceed \$700.00 per month, and family benefit to \$1015.00 per month. (Applicable to one spouse if both are employed by the district.) . Insurance carriers to be agreeable to both parties. One party consists of teachers, administrators and auxiliary personnel who are eligible to participate in the plans. The other party being the school board. Provision may be made for the teachers to enroll his/her family at the teacher's expense on health/dental plans on the new contract's effective date. Deductible amounts to be determined.

B. No combination of benefits may exceed 100% of the cost of the benefit applied to. (ex. When an employee and spouse both work for the district the combination of health benefits between the two may not exceed the cost of the benefits applied for.)

C. The insurance benefit is applicable to health, dental and life collectively or independently. (ex. An employee may deny the district health insurance but choose to take the district dental or life insurance.)

D. When an employee and spouse are both employed by the district one spouse may access the family benefit and the other may access a single benefit and apply the sum to the cost of a family benefit providing that sum does not exceed the cost of a family benefit.

1.) Employees hired prior to 2005-2006 school year:

If an employee can show proof of health insurance under a spouse's employee group plan, he or she would be able to apply the difference in premiums to purchase full family dental or supplementary insurance plans (like Cancer Insurance) provided by the current payroll deduction plans.

The total amount applied shall not exceed the amount of 448.00 per/month currently paid by the school for the employee monthly insurance benefits.

2.) Employees hired 2005-2006 school year and beyond:

New employees hired by The Deuel School District beginning with the 2005-2006 school year will not be allowed to use district funded health insurance premium money for any purpose other than the health insurance benefit provided by the district.

C. The Deuel School District #19-4 will provide Worker's Compensation Insurance to all teachers for injuries resulting from accidents occurring on the school premises or in the active discharge of their duties as required by law.

D. TUITION REIMBURSEMENT

The school district will pay contracting teachers \$70.00 per credit hour for continuing education under the following conditions. Maximum credit hours the district will budget for in any one school year are 78.

- 1. Limit to a maximum of 6 credit hours over a five-year period to any individual.*
- 2. Course work must be in areas in which the teachers are certified to teach and must be approved by administration.*
- 3. Applications will be approved on a first come basis and must be approved before the course begins.*
- 4. Approved courses for a fiscal year will commence after July 1, and before June 30.*
- 5. Payment will be made on evidence of successful completion by presentation of written report of grades or transcript. Individual must be under contract and if contract for next fiscal year has been offered, this contract must also be signed by the individual and will be considered the current contract.*

V. EMPLOYEE BENEFITS

- A. The board will provide activity tickets to all teachers.
- B. Employees who retire have the option of staying with the school's health and dental insurance policies at the retiree's personal expense if they have five or more years of service with the Deuel School District. Retiree's will be able to remain on this Health Plan until they would be eligible for Federal Medical Insurance. (Currently age 65)

VII. LEAVE POLICIES

Sick Leave:

Sick leave shall be ten days per year (5 days sick leave is earned each semester); accumulative to seventy-five (75) days, with days used being deducted from the accumulated total. The minimum that may be used is one-fourth (1/4 t/h) day.

Certified Instructional staff members that have accumulated 75 days of sick leave will be paid for all allocated and unused days over and above the 75-day maximum at the rate of current substitute pay per day. Payment will be made by July 15th of the next fiscal year. Employees will automatically be enrolled in the sick bank upon employment with the district unless they chose to opt out.

Certified staff members who have been employed in the district 10 years or more, and who are retiring will be reimbursed for unused sick leave at the rate of \$40.00 per day. Retiring teacher defined as retiring, and does not include someone leaving the district for another position.

PURPOSE OF DEUEL SCHOOL DISTRICT SICK LEAVE BANK PROGRAM

The purpose of this program is to aid Deuel School District employees who have exhausted their accumulated sick leave through extended absence due to prolonged major illness, emotional trauma, and/or catastrophic accident of the employee or a member of his/her immediate family. Immediate family is defined as guardians, parents, grandparents, brothers, sisters, sons, daughters, and members of the household. This SICK LEAVE BANK PROGRAM should not be viewed as an arbitrary extension of regular sick leave.

PARTICIPANT ELIGIBILITY

All Deuel School District employees who earn sick leave benefits are eligible to participate in the Sick Leave Bank Program.

REQUESTS TO DRAW FROM THE SICK LEAVE BANK PROGRAM

Any employee who wishes to apply for assistance through the Sick Leave Bank Program must complete the Sick Leave Bank Program Request/Statement of Condition Form and submit it to the Superintendent of Schools. The Sick Leave Bank Program review committee consisting of the Superintendent, Business Manager, and two members of the Deuel School Education Association (DSEA) will meet to discuss and decide the application for assistance through the Sick Leave Bank Program. Notification of the decision, by the committee, will be in writing within seven (7) days of the application date. If the participant disagrees with the decision of the committee, he/she may appeal the decision to the Board of Education, whose decision shall be final. Decisions relating to the Sick Leave Bank Program are not subject to grievance procedures.

SICK LEAVE BANK STIPULATIONS

No assistance from the Sick Leave Bank Program shall exceed a total of twenty (20) days for any one disability during the year. No employee can draw from the program while collecting from another disability plan. No more than 5 withdrawals will be allowed per year.

Employees who are drawing from the plan when a new contract term begins shall not qualify for the annual ten (10) days of sick leave until they return to work on a full-time basis.

Teachers will receive an accounting of individual sick leave, personal leave, and the Sick Leave Bank on the first day of school

EMERGENCY LEAVE

Certified teaching staff may be granted up to seven (7) days leave per year for family or close associations emergency or funeral leave.

1. Requests must be made to the Superintendent prior to an absence.
2. The days of leave do not accumulate from one year to the next year.
3. In cases of prolonged family emergency additional days may be deducted from sick leave and in extreme cases beyond available sick leave requests made on the sick bank.

PERSONAL LEAVE

Deuel School allows teachers two days of personal leave per year; if the days of personal leave are not used within the year, a maximum accumulation of four days may be carried to succeeding years. If at the end of a year, a teacher has not used the fifth or sixth day, the teacher will be reimbursed at the rate of full certified substitute pay for the day(s) not used. Payment will be made in the June payroll of that fiscal school year. For staff members who have 75 days of accumulated sick leave available, four days of sick leave may be exchanged for one day of personal leave per year. The minimum that may be used is one-fourth (1/4 t/h) day.

- A. Absences due to illness, emergency or personal reasons above and beyond the leave allowed shall be charged to the employee on the basis of one day's pay. The minimum that may be used is one-half day. The day's pay to be determined by the division of the yearly salary by the number of days contracted. Absences due to services rendered for a stipend for personal reasons should be made sufficient time ahead to allow for making plans for a substitute.
- B. Released time for inservice meetings may be granted by the Superintendent. To include inservice meetings and training sessions. This time to be governed by teacher and administration agreements; attendance would be mandatory. This time cannot be used for Deuel School Educational Association meetings or other organizational meetings.
- C. Coaches will not be charged personal or professional leave for attending tournaments in which teams under their charge are participating, and substitutes may be furnished at district expense. Other absences over and above that charged as sick leave, professional leave or personal leave shall be subject to provision C. (See above.)
- D. Legislative leave will be granted with pay to allow certified teachers to serve in the state legislature as an elected representative or senator. The gross salary received by the teacher for such service shall be paid to Deuel School District.

Arrangements must be made one week in advance. A report may be required within five days.

EXCESSIVE ABSENSCE

If a teacher is absent from school for more days than he/she is allowed for personal leave, his/her salary will be reduced by the following amount: the total base salary of the teacher will be divided by the number of days in the school calendar to determine the daily rate and multiplied by the number of days that the teacher has been gone from school. Teachers will also pay full sub rate for each day requested. Excessive personal leave (over the allowed 2 days) will not be used unless the Superintendent grants prior approval. This policy does not pertain to any teacher utilizing FMLA leave or during the time granted under FMLA.

1. S.D.E.A. members delegated to attend the representative assembly or their alternates, if attending in their stead, shall be allowed released time without penalty i.e., loss of personal or professional leave or loss of pay, however, any expense incurred by their absence from their teaching assignment, such as a substitute teacher's pay, is to be the obligation of Deuel School Education Association.
2. The following items will qualify for school district reimbursement of expenses for mileage, meals and lodging, when necessary, for school related activities:
 - a. The attendance of SDHAA sponsored clinics by directors of school activity programs and their assistants.
 - b. The attendance at state conventions, where there are rules meetings, governing school sponsored activities.
 - c. Fall conferences for F.H.A. & F.F.A.
 - d. These sums must be approved in each activity instructor's budget.

I. REQUIREMENTS OF EMPLOYEES, CERTIFICATE AND CONTRACT PROCEDURES AND POLICIES

- A. A teacher whose certificate will expire on July 1st of a given year must file in the office of the Deuel Superintendent of Schools a transcript of credits sufficient to permit renewal of that certificate prior to November 1st of the calendar year preceding the certificate's expiration. Those who hold a permanent certificate are also expected to keep their education current. Division of Elementary and Secondary Education provides certification guidelines.
- B. Teachers who are absent without adequate lesson plans or instructions available for the substitute teacher shall be subject to disciplinary action and/or loss of pay.

IX. GENERAL POLICIES

- A. Teacher Reimbursement for summer curriculum development.

1. When could this provision be used?
 - a. To prepare for a course which the teacher has been newly assigned to teach.
 - b. To significantly revise a course to up-grade the content to new methods, new content materials, or to correspond to a newly adopted textbook.
 - c. To develop a new course after the course has been adopted as part of the new curriculum for the next academic year.
 - d. When a new program or revision is requested by the administration.
2. Who can use this provision?
 - a. Any teacher under contract by the Deuel School District within the previous 12 months.

B. All duties that can be distributed among teachers with a reasonable degree of equity shall be expected of each teacher without additional compensation. The majority of these duties are as follows:

1. Crowd-management duties at all events
2. Dance chaperoning
3. Class advisorships
4. Organization advisorships

X. STAFF REDUCTION POLICY

- A. Whenever in the judgment of the board it is advisable to reduce teaching staff in the district, the following procedure will be used.
1. The Board will use reasonable efforts to communicate the situation confronting the district, to the staff, so as to allow the teachers a reasonable opportunity, not to exceed 20 days from the date of communication, to present possible alternatives such as early retirement, substitute teaching, and/or other alternatives which could accomplish the same goals.
 2. No teacher protected by statutory continuing contract provisions will be non-re-employed while qualified and certified for a position held by a person temporarily or not fully certified by the State Board of Education.
 3. When paragraph #2 does not apply in the district, the board hereby establishes the following

criteria (**not in order of priority**), all of which will be used in determining which professional staff will be affected by staff reduction: student needs, priority of programs, program elimination, recommendations of administrative staff, evaluation records, competency, qualifications, certification, longevity, educational background, federal and state affirmative action requirement, as well as any other relevant considerations.

4. In making staff reduction involving teachers on continuing contract status, the board will follow the provisions of SDCL 13-43-9.1, 13-43-10, and 13-43-10.1.

B. If any position is discontinued due to a substantial reduction in pupil enrollment, a substantial decrease in the revenues of a school district, or a curriculum revision such as discontinuance of a particular type of teaching service, the teacher affected shall be given priority consideration when rehiring by: 1. notification by mail of vacancies for which the teacher is qualified for a period of three years following release (if the school is kept notified of their current address and qualifications), 2. review of resume, 3 interview if there has been a change of Superintendent or Principal. If rehired, the teacher (excluding substitutes) will be reinstated with sick leave benefits proportionate to the employment status of the individual. (i.e. a teacher rehired for a half time position would have one-half of their sick leave benefits reinstated). Teachers who are laid off are entitled to preferential consideration for substitute teaching positions for which they are qualified upon notifying the Principal of a desire to be placed on the list of substitute teachers.

DEUEL SCHOOL DISTRICT #19-4

The focus of evaluation is, first and foremost, on student achievement.

Deuel School District's procedure for evaluating will have a "common, clear, and defensible rationale" for evaluating teachers. Reasons for teacher evaluation:

- Help teachers assess and improve their performance.
- Motivate teachers to improve their instructional methods.
- Make teachers accountable for classrooms where students learn.
- Recognize and reward outstanding teaching.
- Identify and remediate ineffective teaching.
- Terminate incompetent teachers.

(Source – "Taking Teachers' Measure", page 40 of *The American School Board Journal*, February 1998)

During the evaluation discussion should:

- Encourage two-way communication
- Include individual responses from the evaluator and the teacher
- Mutually review performance expectations of the district
- Discuss ratings using specific examples for exceeds standards and needs improvement
- Explore professional growth

- Plan performance goals for the next period

Teachers:

- Will have a cumulative evaluation placed on file once per year

During the post observation conference, the evaluator and the teacher will review and discuss the teacher’s performance. Both will sign the instrument, noting date and other pertinent comments. A copy of the signed written evaluation form will be filed by the principal with the superintendent. This copy will become a part of the teacher’s file.

In any year that the tool changes, the principals shall provide inservice to the staff on the changes.

The Evaluation tool has been removed as a negotiation item.

EXTRA DUTY STIPEND SCHEDULE 2022-2023

The following stipends will be allowed when in addition to the regular teaching load. Stipends are figured on the extra-duty base plus experience in the particular area of stipend. Compensation for the stipends payable on the following schedule is for time spent beyond the school day.

	CATEGORY	ASSIGNMENT
I.	1.00	Head Varsity Boys Basketball Head Varsity Girls Basketball Head Gymnastics Head Varsity Wrestling Head Varsity Volleyball Head Varsity Football Head Varsity Track
II.	0.85	Head School Vocal Music Instrumental Music Head Varsity Track
III.	0.75	Ass't Varsity Boys Basketball Ass't Varsity Girls Basketball Ass't Varsity Wrestling Ass't Varsity Volleyball Head Varsity Cross Country Head Varsity Golf Ass't Varsity Football Ass't Varsity Gymnastics Ass't Varsity Track
IV.	0.65	Annual
VI.	0.50	Plays (each) Head Oral Interp. Ass't Golf MS Boys Basketball MS Girls Basketball

		MS Volleyball FFA Ass't Cross Country MS Wrestling MS Track MS Football MS Gymnastics
VII.	0.40	MS Vocal Music
VIII.	0.35	Asst. Oral Interp.
IX.	0.30	Student Council Advisor (MS & HS each) BB Cheerleading Coach WR Cheerleading Coach FB Cheerleading Coach
X.	0.25	
XI.	0.20	MS Oral Interp National Honor Society Advisor Jr. Class Fundraising/Prom MS Science Fair Art Club
XII.	0.10	Sr. Class Advisor

2022-2023 Extra Duty Schedule

	BASE 0 TO 2 YRS	3561 3 TO 5 YRS	36 TO 8 YRS	.0858 x Teacher Base				
			9 TO 11 YRS	12 to 14 YRS	15 to 17	18 to 20+		
1.00	3561	3711	3861	4011	4161	4311	4461	150
0.85	3027	3155	3283	3411	3539	3667	3795	128
0.75	2671	2784	2897	3010	3123	3236	3349	113
0.65	2315	2413	2511	2609	2707	2805	2903	98
0.60	2137	2227	2317	2407	2497	2587	2677	90
0.50	1781	1856	1931	2006	2081	2156	2231	75
0.40	1424	1484	1544	1604	1664	1724	1784	60
0.35	1246	1299	1352	1405	1458	1511	1564	53
0.30	1068	1113	1158	1203	1248	1293	1338	45
0.25	890	928	966	1004	1042	1080	1118	38
0.20	712	742	772	802	832	862	892	30
0.10	356	371	386	401	416	431	446	15

2022-2023 Salary Base

	D Degree	E Degree +16	F Degree +30	G Masters	H MS +16	I MS + 32
		\$600	\$500	\$1,000	\$600	\$600
BASE	\$43,000	\$42,100	\$42,600	\$43,600.	\$44,200.	\$44,800.

2022-2023 Agreement:

1. \$43,000 Base Salary
2. 6% Increase for returning Staff
3. Insurance contribution at \$700.00 for single coverage and \$1015 for family coverage per month

**GRIEVANCE PROCEDURE FOR CERTIFIED PERSONNEL
DEUEL SCHOOL DISTRICT #19-4
CLEAR LAKE, SOUTH DAKOTA**

ARTICLE I

Definitions:

A grievance is a complaint by a public employee or group of public employees based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, ordinances, policies, rules or regulations of the government of the State of South Dakota or the government of any one or more of the political subdivision thereof, or of the public schools, or any authority, commission, or board, or any other branch of the public service as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, ordinance, policy, rule, or regulation is not a "grievance" and is not subject to this section. (SDCL 3-18-1.1)

The term "teacher" is considered to apply to any certified professional employee and may include an individual or group of teachers who are similarly affected by a grievance.

An "Aggrieved person" is the person or persons making the claim.

B. "Board" means the Board of Education of the Deuel School District #19-4, Clear Lake, South Dakota.

E. "Association" shall mean the Deuel School Education Association (DSEA).

F. The term "days" when used in this policy shall, except where otherwise indicated, mean normal business working days excluding National Holidays.

ARTICLE II

Purposes:

The purpose of this statement of grievance procedure policy is to secure a solution at the lowest possible administrative level.

ARTICLE III

Procedure:

It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken by the teacher within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement of the aggrieved and the Board of Education designee, provided the time extension is requested within the time limits provided in the Article.

In the event a grievance is filed on or after April 15, an effort should be made to reduce the time limits.

If a teacher does not file a grievance in writing with the Principal or other supervisor within twenty days after the teacher knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.

A supply of grievance forms shall be on file with the building principal, and/or the immediate supervisor.

ARTICLE IV

INFORMAL PROCEDURES:

- A. If a teacher feels he/she has a grievance, the teacher shall first discuss the matter with their supervisor, principal or other administrator, to whom they are directly responsible in an effort to resolve the problem.
- B. If, after such discussion with the supervisor, principal or other administrator, the teacher is not satisfied with the disposition of the matter, the teacher shall have the right to present the matter to and discuss it with the Superintendent.

ARTICLE V

Formal Procedures:

LEVEL ONE - School Principal, Immediate Supervisor or other Administrator

If an aggrieved person is not satisfied with the disposition of their problem through informal procedures, they shall submit a claim in writing within seven days after the informal hearing.

Four (4) copies of this written grievance shall be prepared by the teacher, and they shall send one copy to each of the following: supervisor, principal, or other administrator, DSEA president, Superintendent of Schools and the aggrieved person.

A teacher who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator or supervisor to whom they are directly responsible, and such administrator shall carry out the aforementioned responsibilities the same as a principal. The administrator within seven (7) days shall render a decision in writing to the aggrieved person.

LEVEL TWO - Superintendent of Schools

- A. If an aggrieved person is not satisfied with the decision concerning the alleged grievance at Level One, they may, within seven (7) days after the decision is rendered, or within fourteen (14) days after their formal presentation, file the alleged grievance with the Superintendent.
- B. **The Superintendent of Schools or their designee within seven (7) days from the receipt of the written grievance shall meet with the aggrieved person for the purpose of resolving the grievance. The principal or appropriate administrator who was involved at Level One shall**

be notified and shall have the option of attending the meeting. Arguments and documentation of all parties shall be made in writing at this level, and copies thereof shall be given to the Superintendent and all interested parties. The Superintendent shall, within seven (7) days after the meeting, render a decision in writing to the aggrieved person, the supervisor, principal, or other administrator and the DSEA president.

LEVEL THREE - Deuel School Education Association

- A. If the aggrieved person is not satisfied with the decision concerning the alleged grievance at Level Two, they shall, within seven (7) days after the decision is rendered, file an alleged grievance at Level Two, they shall, within seven (7) days after the decision is rendered, file an alleged grievance with the Association.
- B. The Association shall, within seven (7) days, make a judgment on the merits of the alleged grievance. If the Association decides that the alleged grievance lacks merit, it shall send written notification to the teacher, supervisor, principal, or other administrator, Superintendent and DSEA president. If the Association decides that the alleged grievance has merit and the decision at Level Two is not acceptable, it shall, within seven (7) days after receipt, refer such grievance with argumentation and reason in writing to Level Four. Copies will be sent the DSEA president, supervisor, principal, or other administrator, the aggrieved person, Superintendent.

LEVEL FOUR - Board of Education

- A. Within 20 days, the board or its designated agent (excluding previous level agents) shall consider that grievance or may designate a committee which may or may not include board members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The board shall make a final decision thereon at the following regular or special board meeting (within 20 days). After the meeting, the board shall notify the aggrieved in writing of its decision.

LEVEL FIVE - Level Five is provided for in SDCL 3-18-15.2. This appeal must be made within sixty (60) days.

ARTICLE VI

Miscellaneous:

- A. If, in the course of investigation of any grievance by representatives of the complainant, and such investigation requires their presence in a school building, they shall report immediately to the principal of such building being visited and state the purpose of the visit.
- B. Classroom activities shall not be interrupted and every effort shall be made to avoid the involvement of students in all phases of grievance procedure.
- C. The person or person taking the action and their selected representatives may be present at every step of the procedure and shall be present at the request of the Board or its designee. Nothing in Article VI, Item C, will interfere with the provisions provided in SDCL 3-18-15.
- D. If, in the judgment of the building principal or immediate supervisor, the grievance is not against their interpretation of the policy but against the Superintendent's interpretation of the policy, the grievance, upon recommendation of the Superintendent or their designee, may be filed directly with

the Superintendent.

- E. No reprisals of any kind shall be taken by either party against any party in interest, any representative, any officer of the Association, any member of the Association's grievance committee, any member of the Administration or any other participant in the grievance procedure by reason of such participation.
- F. When it is necessary for an aggrieved person and/or a representative(s) of the Association to attend a meeting or a hearing called by the Superintendent during the school day, the Superintendent's Office shall notify the appropriate principals. The aggrieved person and the representative(s) shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- G. The Board agrees to make available to the aggrieved person and their representative information which is in its exclusive possession or control and which is relevant to the issue raised by the grievance.

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL ONE

(To be completed by aggrieved person)

Date of Presentation to Principal _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

DSEA President _____

Nature of Grievance _____

Settlement Requested _____

Signed _____

- Copy 1 - Supervisor, principal or other administrator
- Copy 2 – DSEA President
- Copy 3 - Superintendent of Schools
- Copy 4 - Aggrieved Person

REQUEST FOR SETTLEMENT OF GRIEVANCE
LEVEL TWO

Date of Presentation to Superintendent _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

State reasons for submission of grievance to Level Two _____

Settlement Requested _____

Signed _____
DSEA President

Signed _____
Aggrieved Person

- Copy 1 - Supervisor, principal or other administrator
- Copy 2 – DSEA President
- Copy 3 - Superintendent of Schools
- Copy 4 - Aggrieved Person

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL THREE

Date of Submission to the Deuel School Education Association _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of Reply of Superintendent to Level Two Grievance _____

State reasons for submission of grievance to Level Three _____

Settlement Requested _____

Signed _____

- Copy 1 - Supervisor, principal or other administrator
- Copy 2 - DSEA President
- Copy 3 - Superintendent of Schools
- Copy 4 - Aggrieved Person

REQUEST FOR SETTLEMENT OF LEVEL FOUR GRIEVANCE

(Copies of all previous requests for settlement and replies must be attached to the copies of the Business Manager and the President of the Board of Education only)

Date of Submission to the Business Manager _____

Name of Aggrieved Person _____

Home Address _____

School _____ Subject Area _____

Date of DSEA Reply to Level Three Grievance _____

State reason for submission of grievance to Level Four _____

Recommendation of Association _____

Signed _____
President of Board of Education

- Copy 1 - Supervisor, principal or other administrator
- Copy 2 – DSEA President
- Copy 3 - Superintendent of Schools
- Copy 4 - Aggrieved Person
- Copy 5 – Business Manager
- Copy 6 – President of Board of Education

