

## CERTIFIED MASTER CONTRACT

between the  
Hamlin Education Association  
and the  
Hamlin Board of Education

Hamlin School District #28-3  
Hayti, South Dakota

**July 1, 2024, to June 30, 2025**

This contract is entered into this **8<sup>th</sup> day of April, 2024** by and between the Hamlin Education Association, hereinafter called the “Association”, as the sole and exclusive representative of all certified teachers in the Hamlin School District #28-3 of Hayti, South Dakota, and the Board of Education of the Hamlin School District #28-3 of Hayti, South Dakota, hereinafter called the “Board” and its successor boards.

Whereas, the Board has a statutory obligation pursuant to SDCL 3-18 to negotiate with the Association as the sole and exclusive representative of its certified teaching personnel with respect to rates of pay, wages, hours of employment, or other items and conditions of employment and professional service and other matters of concern, and

Whereas the parties have reached certain understandings which they desire to confirm in the Master Contract.

In consideration of the following mutual covenants, it is hereby agreed as follows:

Board of Education President

Hamlin Education Association President

The board and the Association reserve the right to negotiate any provision of this contract.

## INDEX

	<b>Page #</b>
Article I	Negotiations, Contract Duration - - - - - 3
Article II	Insurance - - - - - 3
Article III	Employment Conditions - - - - - 3-6
Article IV	Sick Leave Assistance - - - - - 6-7
Article V	Professional Clinic or Conference - - - - - 7
Article VI	Certificate/Credit Reimbursement - - - - - 7-8
Article VII	Early Retirement Policy - - - - - 8
Article VIII	Personal Leave - - - - - 8
Article IX	Professional Leave - - - - - 8
Article X	Salary Checks - - - - - 9
Article XI	Salary/Schedule Advancement/Hiring Base - - - - - 9
Article XII	Extra-Curricular Schedule - - - - - 10-11
Article XIII	Teacher Mentor Program - - - - - 12
Article XIV	Evaluations - - - - - 12-13
Article XV	Staff Reductions (RIF), Recall - - - - - 13-14
Article XVI	Grievance Procedure - - - - - 14-17
Article XVII	Retire/Rehire - - - - - 17
Article XVIII	Liquidated Damages - - - - - 17

## **ARTICLE I**

### **NEGOTIATIONS**

The Board and teachers shall adhere to the provisions of SDCL 3-18 with respect to public employee union collective bargaining. Policy provisions becoming effective at the conclusion of the process as set forth in SDCL 3-18 will be dated, identifying the date of adoptions. (8/16/89)

### **CONTRACT DURATION**

The Hamlin School District and Hamlin Education Association hereby agree that all provisions within the negotiated agreement shall be in force and in effect for the 2024-2025 school year. However, upon the request of either the teacher's association or the Board, contract provisions relative to the salary schedule and/or extra duty pay may be reopened for purpose of negotiating the same for the 2024-25 school year provided that both parties mutually agree, in writing, to re-open the contract for further negotiations relative to one or both of the above-identified provisions. (3/30/17)

## **ARTICLE II**

### **INSURANCE**

The Hamlin Education Association must be involved in the research of a new insurance policy and given a two-week written notice before any decision is made. (5/06/92)

Employees shall receive **\$982 in 2024 -25 per FTE** (effective on July 1 premium) towards the health insurance, health savings account, dental insurance, and life insurance options as provided by the district for the 2024-25 school year-

**(4/8/24)**

Receipt of cash payment in lieu of the above option shall be at the discretion of the school board. The Hamlin School Board sets reimbursement at \$102.50 (4/13/00)

The district will provide a \$50 stipend for employees who have a yearly health physical. Employees will have a certification sheet signed and dated by the service provider or will present proof of health physical to the business manager. (4/17/14)

## **ARTICLE III**

### **EMPLOYMENT CONDITIONS**

#### **Sick Leave**

- A. Each teacher begins the first year of his/her employment with the credit of ten days sick leave. At the beginning of each subsequent year, he/she is credited with ten days sick leave. Sick leave is defined as his/her own illness or critical illness or death in his/her immediate family or that of his/her spouse. The teacher will receive full salary for the number of days for which he/she has credit, and the school district will pay his/her substitute. If a teacher does not use his/her sick leave, it will accumulate to seventy days.

Sick leave time will be deducted in hour increments when a staff member can cover.

**(5/21/02)**

- B. If a teacher's accumulated sick leave has been used and he/she is still ill or when policy provision calls for daily rate of pay of the teacher to be deducted, the amount of pay deducted shall be equivalent to one day's pay, as determined by the instructor's total contract days and annual salary. (8/16/89)
- C. At the start of the school year each teacher receives 10 sick leave days. If those additional sick leave days add up to more than 70, five (5) of those days will be exchanged for one (1) personal day and the remaining days will be donated to the sick leave bank. *(Example: Teacher starts the year with 68 accumulated sick leave days + 10 new days = 78. The teacher now has 8 days over the allowed 70 accumulated sick leave days. 3 days are donated to the sick leave bank and the teacher exchanges 5 days for 1 personal day)* (3/30/2017)
- D. At the close of each school year, the business official of the Board of Education will ask each employee to sign a verification of sick leave used and the amount of accumulated sick leave on a form provided by the Business Office.
- E. After a teacher has been in the Hamlin School District for five (5) years, he/she will receive \$35.00 a day for unused sick leave up to a maximum of thirty (30) days. This is collected only upon leaving the district. Reimbursement will not be granted to any teacher who is non-renewed for purposes other than a Reduction-In-Force. If an employee breaks their contract on or after August 1<sup>st</sup>, throughout the remainder of the school year, no reimbursement will be granted. (5/06/11)
- F. The Hamlin School District will pay a wellness incentive of \$100 per day for up to 2 days if an employee uses less than 2 days of sick leave in a school year. No sick leave used in a school year will equal a wellness stipend of \$200 for two days cashed in for this stipend. One sick leave day used in a school year will equal a wellness stipend of \$100. Employees using more than 1.5 days of sick leave in a school year will not receive a wellness stipend. This stipend will be paid in half day increments of 2 days, 1.5 days, 1 day and .5 day. If a day is needed for donation to the sick leave bank, this will not count as a used day of sick leave. Funeral leave up to 2 days will not count as used sick leave. Bereavement leave up to 2 days will not count as used sick leave. The employee will forfeit the number of days that a stipend is paid for.

Any teacher who qualifies for the wellness incentive shall be paid:

\$200 if no sick leave is used;

\$150 if one-half day or less is used;

\$100 if more than one-half day but 1 day or less is used;

\$50 if more than 1 day but 1 1/2 days or less is used.

Wellness Incentive Stipend will be paid at the end of the school year in the June payroll.

(4/03/08)

*Example: returning teacher starts the year with 45 days of sick leave. The teacher ends the year with 44 days of sick leave. One day was used for sick leave. The teacher may cash in one day for a stipend of \$100. The teacher will then end the year with 43 days of sick leave. (1 day used for sick leave and 1 day cashed in for the wellness stipend)*

*Example: returning teacher starts the year with 35 days of sick leave. The teacher ends the year with 35 days of sick leave. No days used for sick leave. The teacher may cash in two days for a stipend of \$200. The teacher will then end the year with 33 days of sick leave. (0 days used for sick leave and 2 days cashed in for the wellness stipend)*

*Example: new teacher starts the year with 10 days. Donates 1 day to the sick leave bank. This does not count as a used sick leave day. .5 of a day is used for sick leave. The teacher may cash in 1.5 days for a stipend of \$150. The teacher will then end the year with 7 days of sick leave. (1 day to the sick leave bank, .5 day of sick leave, and 1.5 days cashed in for the wellness stipend)*

## Bereavement

- G. Leave of two (2) days shall be allowed to attend the funeral of others close to the teacher.
- H. Ten (10) days “per occurrence” shall be allowed in case of death in the teacher's immediate family as defined below. The first five (5) days of bereavement leave is separate from sick leave and will not be taken from the teacher's accumulated sick leave. Teacher's immediate family shall be defined as including parent, step-parent, brother, step-brother, sister, step-sister, wife or husband, child, unborn or miscarried child, step-child, grandparents, parent in-law, brother-in-law, sister-in-law, son-in-law, grandchild, nieces, nephews, aunts, uncles, cousins, or any relative who has been responsible for raising him/her. (4/8/2024)

## Miscellaneous

- I. Contract year shall be defined as 175 days that the teacher is expected to be on duty during any one fiscal year.
- J. When the policy calls for substitute pay to be deducted from the teacher's salary it shall be computed according to the substitute pay policy in effect.
- K. Requests for leave shall be made to the building principal or other administrator to which the teacher is assigned. These requests shall be handed to the principal well enough in advance of the anticipated absence so that replacements can be obtained.
- L. Substitutes shall be arranged through the principal's office. Teachers shall not arrange to pay their own substitutes. In case of emergency, the principal will find a substitute. (4/8/2024)
- M. Employees new to the system must have reported to work and actually began performing their duties before they are entitled to any leave benefits.
- N. Employees who are absent for any reason not covered by a specific policy shall have their entire salary deducted for those days which they are absent unless ruled otherwise by the superintendent because of good and sufficient reason.
- O. It is within the prerogative of the superintendent and/or the Board of Education to require a statement from a physician verifying the necessity and reason for an employee's absence.
- P. Teachers who fulfill part of a year's contract shall have their leave benefits pro-rated according to that fractional part of the contract year that they teach.
- Q. It is required that an accurate record of all absence of employees from duty be kept in the principal's office and also in the Business Office.
- R. The Board agrees to allow coaches to drive to athletic events. The Transportation Manager will use his discretion to insure that all events are handled in a fair manner. (4/29/09)
- S. The Board agrees to pay half-time employees a rate “equal to their regular hourly rate of pay” per hour for time put in over and above their normal contract. (parent-teacher conferences) (5/12/04)
- T. The Board agrees to reimburse a staff member at a rate of High School - \$28.50 (51 minute periods), Middle School - \$23.00 (42 minute periods), and Elementary - \$16.50 (30 minute

periods) when a teacher covers a class period for another teacher during the teachers prep period. This policy will be at the discretion of the administration. (4/19/2023)

- U. Early Bird Class – The Board agrees to pay a stipend of 12.5% (1/8) of the instructor's teaching salary for an early bird class when the class is in addition to the regular contracted day of 8:00 am to 4:00 pm for a fulltime teacher, unless the contract day is adjusted. (Example: 7:20 am to 3:20 pm – if the contract day is adjusted there is no additional stipend.) (4/17/14)

#### **Military Call Up and Return**

- V. One day “per occurrence” shall be allowed in case of military send off and return from service in the teacher's immediate family. The day will be taken from the teacher's accumulated sick leave. Teacher's immediate family shall be defined as including father, mother, brother, sister, wife or husband, son, daughter, grandparents, in-laws for any of the above, nieces, nephews, aunts, uncles, any relative who has been responsible for raising him/her. In addition, any staff member who has served in the military within the last three years, and their former unit is being sent off or returning, will also qualify for this leave. In the instance there is school on Veteran's Day, a staff member who is a veteran may take a day of paid leave. (4/19/16)
- W. The Board will reimburse employees absent due to military reasons the difference between their regular school salary and the military salary if the military salary is less. If an employee should make an amount equal to or greater than the school salary, no compensation shall take place. (4/24/01)

## **ARTICLE IV**

### **SICK LEAVE ASSISTANCE**

A voluntary sick leave assistance bank will be established for teachers under the following conditions and provisions. The bank is set up to allow the use of contributed sick leave days by a teacher who has exhausted his/her accumulated sick leave. At such time that the accumulated days in the sick leave bank are reduced to 40 days or less at the beginning of each school year, each certified staff member will be required to contribute an additional day to remain eligible. If during the course of the school year the total number of days in the sick leave bank becomes depleted, an additional day will be donated as needed to maintain eligibility. (5/12/04)

- A. To become eligible for the sick leave assistance plan a teacher must contribute one (1) day of their sick leave to the sick leave assistance plan. If a teacher chooses not to participate in the sick leave assistance plan, they will forfeit eligibility. For a staff member to regain eligibility, the staff member will have to contribute one (1) day per year for three (3) consecutive years. Upon contributing their 3<sup>rd</sup> day at the start of year three (3), eligibility status will be reinstated. (5/12/04)
- B. As demands are placed on the plan, each teacher agrees to contribute the necessary days in uniform, equal installments not to exceed one (1) day per year per teacher.
- C. Participants who are not drawing sick leave assistance from the plan and are unable to contribute the necessary days when called for must contribute the days when they become available.
- D. In the event a teacher exhausts sick leave accumulation, the teacher may request assistance from the sick leave plan by making written application to the Superintendent of School.

- E. Applications for sick leave assistance shall be reviewed by the sick leave plan committee composed of five teachers appointed by the Superintendent. The committee will make recommendations to the School Board, who shall have the final authority for granting sick leave assistance.
- F. No assistance shall exceed a total of twenty (20) days for any one disability during two consecutive years.
- G. Applicant teachers shall be considered totally disabled when under the regular care of a licensed physician and completely unable to fulfill his/her assignment and contract. The physician must provide the sick leave plan committee with a written statement prior to the committee's decision on assistance certifying that the applicant is totally disabled.
- H. The teacher shall draw from the plan on his/her own personal illness, as well as any critical or terminal illness of his/her spouse, child, or parent. (5/03)
- I. No teacher shall draw from the plan while eligible to draw payments from the South Dakota Retirement System disability plan.
- J. The teacher shall receive compensation based upon one hundred percent (100%) of his/her daily base salary while drawing from the plan.
- K. When a teacher reaches the age of sixty-five (65), the teacher participation in the plan shall automatically terminate. (3/30/83)

## **ARTICLE V**

### **PROFESSIONAL CONFERENCE OR CLINIC**

When a teacher attends a professional, or one extracurricular conference or clinic that deals with their teaching area the school district will, with approval of the administration, pay for the following:

- A. Meals according to state rates.
- B. Lodging when possible at state rates. If not, then at Administration approval. (4/4/07)

## **ARTICLE VI**

### **CERTIFICATE/CREDIT REIMBURSEMENT**

If a person currently on staff or a newly hired person is not qualified for a certain teaching area that he/she is required to teach and is required by the State Department of Education to become certified in that area, the school district will pay that employee 100% of the tuition costs necessary to receive certification. (5/3/91)

#### **REIMBURSEMENT FOR CERTIFICATE RENEWAL FEE**

The Hamlin School District will reimburse teachers for the cost of the Teacher Certificate Renewal Fee. Teacher will turn in a paid receipt to the Business Manager of the actual cost of certificate renewal. (4/7/15)

*(Example: Current renewal fee is \$36 for a 5 year certificate and \$60 for a 10 year certificate upon completing an advanced degree)*

## **REIMBURSEMENT FOR CREDITS**

The Hamlin School District will reimburse teachers up to \$150 per school year (July 1 to June 30) for continuing education credits, renewal credits and graduate credits that earn a passing grade. Teacher will turn in a paid receipt to the Business Manager of the actual cost of credits.

## **ARTICLE VII**

### **EARLY RETIREMENT POLICY**

Language eliminated after the 2018-19 school year.

## **ARTICLE VIII**

### **PERSONAL LEAVE**

There may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. Such leave, not to be accumulated nor deducted from sick leave, may be used under the following conditions:

Teachers desiring to use personal leave shall submit their request on the form provided to their building principal. The request form is to be addressed to the superintendent of schools and building principal. The form is to be submitted at least three (3) days in advance of the anticipated absence for approval by the superintendent. The general reason shall be briefly explained on the form. Exception to the three (3) day advance notice may be granted in emergency situations.

Personal leave to be used by the teacher will be at the discretion of the superintendent. (3/31/05)

Teachers will be given two days of paid personal leave per year and one day of non-paid personal leave per year. (The amount deducted for the non-paid personal day shall be the equivalent of 1/175 of their teaching contract.) If paid personal days are not used during the year, the employee may choose to receive a \$75 stipend per day for up to two days unused, or carry over up to three days into the following school year. (Not to exceed five days in any one year.) The Hamlin School District will reimburse teachers for up to two unused and non-carryover personal days at the close of each school year. (4/17/14)

## **ARTICLE IX**

### **PROFESSIONAL LEAVE**

One (1) day professional leave will be allowed per year non-cumulative and approved at the discretion of the superintendent. (08/12/96). In the event that administrative permission is given to a teacher for additional days of professional leave, it must be used to improve the teacher professionally. Example: visit other schools, workshops, etc.

## **ARTICLE X**

### **SALARY CHECKS**

All teachers will have a choice to be paid on a twelve (12), ten (10) or nine (9) month basis. Salary payments (direct deposit) will be sent from the Business office on or before the 5th day of each month.

## ARTICLE XI

### SALARY SCHEDULE

#### **Hiring Base**

**\$48,250 in 2024-25 (4/8/24)**

#### **Staff Salary Increase**

**4% increase in salary. (4/8/24)**

### **SALARY SCHEDULE ADVANCEMENT**

Advancement on Salary Schedule due to Academic Hours of Credit.

1. A teacher must submit a written request and a transcript of earned credits on or before November 1<sup>st</sup> of the contract year to the superintendent for possible advancement on the salary schedule due to the teacher earning graduate hours beyond the bachelor's degree. (4/12/07)
2. Credits for fifteen (15) hour increments earned above the bachelor's degree may be granted by the superintendent if and only if the graduate hours are in the teacher's major area of the assignment. (3/30/2017)
3. Credit for the master's degree and/or fifteen (15) hour increments may be granted by the superintendent if and only if the graduate hours of major preparation are in the teacher's major area of teaching assignment, curriculum and instruction degree, or related educational administrative degree. Once a teacher has been given credit for a master's degree, or MA +15, MA +30, or MA+45, etc., and is reassigned duties outside of their field of study, their placement on the master's degree, or MA +15, MA +30, or MA+45, etc., remains in effect. (3/30/2017)
4. Each incremental lane change of fifteen (15) credits with BA is set at \$500.00 per lane. The incremental lane change from BA+45 to MA is set at \$1,200. The incremental lane change of fifteen (15) credits with MA is set at \$625.00 per lane. (3/30/17)
5. Teachers new to the district may be given credit for any or all previous experience at the discretion of the Superintendent. Placement on the schedule will not exceed that of current staff members with similar experience and education unless circumstances make exceptions necessary. (4/03/08)
6. The Hamlin School District will offer a onetime stipend of \$500 to any new hired teacher to the Hamlin School District. This stipend will be paid in the September payroll. If for any reason the teacher terminates employment prior to completing one full school year with the school district, the teacher will be responsible to refund the full amount of the stipend.

## ARTICLE XII

Schedule will adjust in 2024-25 as base increases.

### 2024-2025

BASE SALARY	48,250	\$4,198 Extra-Curricular Base 8.7%						
	Percentage	0-2 Yrs	3-5 Yrs	6-8 Yrs	9-10 Yrs	11-13 Yrs	14+ Yrs	Step
Hd Varsity BB	1.05	\$4,408	\$4,848	\$5,289	\$5,730	\$6,171	\$6,611	\$441
Hd Varsity GBB	1.05	\$4,408	\$4,848	\$5,289	\$5,730	\$6,171	\$6,611	\$441
Hd Varsity Wrestling	1.05	\$4,408	\$4,848	\$5,289	\$5,730	\$6,171	\$6,611	\$441
Hd Varsity Football	1.05	\$4,408	\$4,848	\$5,289	\$5,730	\$6,171	\$6,611	\$441
Hd Varsity Volleyball	1.05	\$4,408	\$4,848	\$5,289	\$5,730	\$6,171	\$6,611	\$441
Hd Varsity Track	1.05	\$4,408	\$4,848	\$5,289	\$5,730	\$6,171	\$6,611	\$441
Hd Varsity Golf - (Comb. Season)	0.85	\$3,568	\$3,925	\$4,282	\$4,639	\$4,995	\$5,352	\$357
Hd Varsity Golf - Girls (Spring)	0.75	\$3,148	\$3,463	\$3,778	\$4,093	\$4,408	\$4,722	\$315
Hd Varsity Golf - Boys (Fall)	0.75	\$3,148	\$3,463	\$3,778	\$4,093	\$4,408	\$4,722	\$315
Asst. Varsity BB	0.7	\$2,938	\$3,232	\$3,526	\$3,820	\$4,114	\$4,408	\$294
Asst. Varsity GBB	0.7	\$2,938	\$3,232	\$3,526	\$3,820	\$4,114	\$4,408	\$294
Asst. Varsity Wrestling	0.7	\$2,938	\$3,232	\$3,526	\$3,820	\$4,114	\$4,408	\$294
Asst. Varsity Football	0.7	\$2,938	\$3,232	\$3,526	\$3,820	\$4,114	\$4,408	\$294
Asst. Varsity Volleyball	0.7	\$2,938	\$3,232	\$3,526	\$3,820	\$4,114	\$4,408	\$294
Asst. Varsity Track	0.7	\$2,938	\$3,232	\$3,526	\$3,820	\$4,114	\$4,408	\$294
Combination MS & C' Coach	0.7	\$2,938	\$3,232	\$3,526	\$3,820	\$4,114	\$4,408	\$294
Asst. Varsity Golf	0.5	\$2,099	\$2,309	\$2,519	\$2,729	\$2,938	\$3,148	\$210
*** 'C' Team Girls	0.6	\$2,519	\$2,771	\$3,022	\$3,274	\$3,526	\$3,778	\$252
*** 'C' Team Boys	0.6	\$2,519	\$2,771	\$3,022	\$3,274	\$3,526	\$3,778	\$252
**Concession Coordinator	0.6	\$2,519	\$2,771	\$3,022	\$3,274	\$3,526	\$3,778	\$252
Junior Class Advisor	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
Yearbook	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
Middle School BB	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
Middle School GBB	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
Middle School Football	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
Middle School Wrestling	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
Middle School Volleyball	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
Middle School Track	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
Oral Interp	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
Debate	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
Play	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
High School Band	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231
High School Vocal Music	0.55	\$2,309	\$2,540	\$2,771	\$3,001	\$3,232	\$3,463	\$231

Middle School Science Fair	0.45	\$1,889	\$2,078	\$2,267	\$2,456	\$2,645	\$2,833	\$189
Science Fair	0.4	\$1,679	\$1,847	\$2,015	\$2,183	\$2,351	\$2,519	\$168
Play Asst.	0.4	\$1,679	\$1,847	\$2,015	\$2,183	\$2,351	\$2,519	\$168
Middle School Golf	0.35	\$1,469	\$1,616	\$1,763	\$1,910	\$2,057	\$2,204	\$147
Improv	0.35	\$1,469	\$1,616	\$1,763	\$1,910	\$2,057	\$2,204	\$147
FCCLA	0.35	\$1,469	\$1,616	\$1,763	\$1,910	\$2,057	\$2,204	\$147
FFA	0.35	\$1,469	\$1,616	\$1,763	\$1,910	\$2,057	\$2,204	\$147
Cross Country	0.3	\$1,259	\$1,385	\$1,511	\$1,637	\$1,763	\$1,889	\$126
Peer Helper Advisor	0.3	\$1,259	\$1,385	\$1,511	\$1,637	\$1,763	\$1,889	\$126
**Social Media	0.25	\$1,049	\$1,154	\$1,259	\$1,364	\$1,469	\$1,574	\$105
**Web Page Design	0.25	\$1,049	\$1,154	\$1,259	\$1,364	\$1,469	\$1,574	\$105
Cheerleader Advisor (Per Sport)	0.25	\$1,049	\$1,154	\$1,259	\$1,364	\$1,469	\$1,574	\$105
Middle School Paper	0.25	\$1,049	\$1,154	\$1,259	\$1,364	\$1,469	\$1,574	\$105
MS Cheer. Advisor	0.25	\$1,049	\$1,154	\$1,259	\$1,364	\$1,469	\$1,574	\$105
Asst. Jr. Class Advisor	0.25	\$1,049	\$1,154	\$1,259	\$1,364	\$1,469	\$1,574	\$105
Honor Society	0.25	\$1,049	\$1,154	\$1,259	\$1,364	\$1,469	\$1,574	\$105
Student Council	0.25	\$1,049	\$1,154	\$1,259	\$1,364	\$1,469	\$1,574	\$105
District Testing Coordinator	0.25	\$1,049	\$1,154	\$1,259	\$1,364	\$1,469	\$1,574	\$105
Middle School Declam	0.2	\$840	\$924	\$1,007	\$1,091	\$1,175	\$1,259	\$84
Photo Advisor	0.2	\$840	\$924	\$1,007	\$1,091	\$1,175	\$1,259	\$84
Distance Learning Advisor	0.18	\$756	\$831	\$907	\$982	\$1,058	\$1,133	\$76
ACT Advisor	0.15	\$630	\$693	\$756	\$819	\$882	\$944	\$63
HS Asst. Cheer. Advisor (Per Sport)	0.15	\$630	\$693	\$756	\$819	\$882	\$944	\$63
NCA Cordinators	0.1	\$420	\$462	\$504	\$546	\$588	\$630	\$42
Elem. Reading Coordinator	0.1	\$420	\$462	\$504	\$546	\$588	\$630	\$42
Asst. ACT Advisor	0.075	\$315	\$346	\$378	\$409	\$441	\$472	\$31
District Interpreter/Translator	0.05	\$210	\$231	\$252	\$273	\$294	\$315	\$21
Book Club	0	\$125 stipend						

\*\* If assigned outside of the regular class load

\*\*\* If two separate people coach 'C' and assistant varsity.

## **ARTICLE XIII**

### **TEACHER MENTOR PROGRAM**

In order to help provide guidance and assistance to new teaching staff, a mentor program will be used to offer assistance.

1. The Building Principal will work with newly hired members of the teaching staff to set up a mentor for the new teacher when applicable.
2. The mentor and the new teacher will meet on a weekly basis the first nine weeks of school for a minimum of 9 hours.
3. The mentor and the new teacher will meet for a minimum of 5 hours during the second nine weeks of school.
4. The mentor and the new teacher will meet as needed during the second semester of the school year. (Maximum of 6 hours)
5. The mentoring program will meet for a total of up to 20 hours.
6. The mentor and the new teacher will be granted a stipend of \$15 per hour. (Maximum of \$300 per new teacher and per mentor)
7. Each mentor shall keep a data sheet (Mentor Program Form) of meeting dates and times to verify meeting the set requirements set forth in the Hamlin School District Mentor Program.
8. The mentor will be responsible to turn in a completed Mentor Program Form to the Business Manager after April 1<sup>st</sup> of the current school year. (4/7/15)

## **ARTICLE XIV**

### **EVALUATIONS**

Within fifteen (15) school days of the formal evaluation observation, teachers shall be given the opportunity to view, discuss, and sign a formal evaluation document prepared by the principal. Set time may be extended by mutual agreement. Signing by the teacher does not imply agreement to the evaluation but merely indicates that these were the items discussed.

The Professional Staff Form Evaluation Report shall be used as the formal evaluation reporting form. The use of such form, however, does not preclude the evaluator from making a part of said evaluation document additional narrative comments relative to the evaluation criteria, suggestions or recommendations, or a plan of assistance, in addition to that which the space allows on the form (8-16-89)

Staff members with at least 3 years of experience at Hamlin will alternate between one year Summative Evaluation and the opposite year they may choose between Self Evaluation and Goal Setting Evaluation.

1. Summative Evaluation. This evaluation instrument is used for teachers who are in their first three years of employment in the Hamlin School District and any continuing contract teachers on alternating years.  
Timeline: All Summative Evaluations are due April 10<sup>th</sup> (4/23)
2. Self-Evaluation. This evaluation instrument may be used by teachers with four or more years of experience with the Hamlin School District who choose to use this method of evaluation on alternating years. The teacher will choose one particular areas of self-evaluation which can assist the teacher in reflecting on his/her classroom performance.

Timeline: Self-Evaluation: October 15<sup>th</sup>.  
Summary of Self-Evaluation: April 1<sup>st</sup>. (4/23)

3. Goal Setting Evaluation. This evaluation instrument may be used by teachers with four or more years of experience with the Hamlin School District who choose to use this method of evaluation on alternating years.  
Timeline: Identification of goal: October 15<sup>th</sup>.  
Summary of Goal Setting Evaluation: April 1<sup>st</sup> (4/23)
4. All certified evaluation tools and frequency will be adjusted/amended to reflect changes in state law effective in 2014-2015 and 2015-2016.
5. A committee of teachers from each grade band will meet with administrators to create a uniform evaluation including cleaning up evaluation wording in the master contract and each handbook prior to 23-24 school year. (4/19/23)

## **FREQUENCY OF CLASSROOM VISITATIONS**

All staff will have a minimum of three (3) visitations per year for those with a summative evaluation. (02/24/94)

## **ARTICLE XV**

### **STAFF REDUCTION**

Whenever in the judgment of the board and for good cause it is advisable to reduce staff in the district, the following procedure will be used.

1. The board will attempt to communicate the situation confronting the district to the staff so as to allow the staff a reasonable opportunity, not to exceed one (1) week from the date of communication, to present possible alternatives such as early retirements, part-time contracts, substitute status contracts, and/or other alternatives which could accomplish the same goals.
2. The board hereby establishes the following criteria (not necessarily in order of priority) to be used in determining which teachers will be affected by staff reduction: students' needs, financial condition of district, priority of programs, program elimination, recommendations of administrative staff, evaluation records, competency, qualifications, certification, longevity, educational background, and other relevant considerations. (4/19/23)

### **RECALL**

If, during the first fiscal year subsequent to the time of continuing contract a teacher is laid off because of reduction in staff and vacancy occurs in the grade, subject areas and activities in which a laid-off teacher had been teaching or is qualified to teach, reemployment shall be extended to the teacher in reverse order of lay-off. When more than one staff member has the same recall date and is qualified for the open position the board may consider, among other things, recommendations of administrative staff, qualifications, years of service and educational background in selecting the person to be hired. A recalled teacher shall retain previously accumulated sick leave benefits, minus sick leave days for which the employee has received payment, and years of experience. (5/03)

Recall privileges cease when a staff member resigns. Recall privileges will also cease if upon being recalled the staff member fails to report within twenty (20) calendar days after the mailing of a written notice of recall. Such notice shall be sent by certified mail to the last address furnished to the superintendent by the staff member and the 20-day period shall commence to run on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district. (4/12/07)

## **ARTICLE XVI**

### **GRIEVANCE PROCEDURE**

1. Definitions:

- A. A "grievance" is a complaint by a teacher, or group of teachers, based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, policies, rules or regulation of the school district, except that the term "grievance" shall not apply to any matter as to which the method of review is prescribed by law, or the board is without authority to act., negotiations for, or a disagreement over, a non-existing agreement, policy, rules, or regulation is not a "grievance" and is not subject to this procedure.
- B. 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
- C. An "Aggrieved person" is the person or persons making the claim.
- D. "Board" means the School Board of the Hamlin School District #28-3, Hayti, South Dakota.
- E. "Association" shall mean the Hamlin Education Association (HEA).
- F. The term "days" when used in this policy shall, except where otherwise indicated, mean calendar days.

2. Purposes:

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

3. Procedure:

- A. 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 grievances 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 school board designee, provided the time extension is requested within the time limits provided in the Article.

- B. In the event a grievance is filed on or after April 15, an effort should be made to reduce the time limits.
- C. If a teacher does not file a grievance in writing with the principal or other supervisor within twenty (20) days after the teacher knew, or should have known, of the act or condition on which the grievance is based, the grievances shall be considered as being waived.
- D. A supply of grievance forms shall be on file with the building principal, and/or the immediate supervisor.

4. Informal Procedures:

- A. If a teacher feels he/she has a grievance, he/she shall first discuss the matter with his/her supervisor, principal or other administrator, to whom he/she is 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, he/she shall have the right to present the matter to and discuss it with the superintendent.

5. Formal Procedures:

LEVEL ONE - School Principal, Immediate Supervisor or Other Administrator

- A. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she shall submit his/her claim in writing within the time limits set forth herein above.
- B. Copies of this written grievance shall be prepared by the teacher, and he/she shall send one (1) copy to each of the following: supervisor, principal, or other administrator, HEA President, and the Superintendent of Schools.
- C. 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 he/she is directly responsible, and such administrator shall carry out the aforementioned responsibilities the same as a principal. The administrator within seven (7) days shall render his/her decision in writing to the aggrieved person.

LEVEL TWO - Superintendent of Schools

- A. If an aggrieved person is not satisfied with the decision concerning his/her alleged grievance at Level One, he/she may, within three (3) days after the decision is rendered,

or within ten (10) days after his/her formal presentation, file his/her alleged grievance with the Superintendent.

B. The Superintendent of Schools or his/her designee within ten (10) 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 documentations 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 five (5) days after the meeting, render his/her decision in writing to the aggrieved person, the supervisor, principal, or other administrator, and the HEA President.

#### LEVEL THREE - Hamlin Education Association

A. If the aggrieved person is not satisfied with the decision concerning his/her alleged grievance at Level Two, he/she shall, within three (3) days after the decision is rendered, file his/her alleged grievance with the Association.

B. The Association shall, within five (5) 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, principal or other administrator, superintendent, and HEA President. If the Association decides that the alleged grievance has merit and the decision at Level Two is not acceptable, it shall, within five (5) days after receipt, refer such grievance with argumentation and reason in writing to Level Four. Copies will be sent to the HEA President, supervisor, principal, or other administrator, the aggrieved person, SUPERINTENDENT, and the PRESIDENT of the School Board.

#### LEVEL FOUR - School Board

A. At the next regular meeting, or within twenty (20) days, the Board (or its designated agent) shall consider the 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. 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.

#### Miscellaneous:

A. If, in the course of investigation of any grievance by representatives of the complaint, 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 procedures.
- C. The person or persons 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 and 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 his/her interpretation of the policy but against the superintendent's interpretation of the policy, the grievance, upon recommendation of the superintendent or his/her 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 his/her representative information which is in its exclusive possession or control and which is relevant to the issue raised by the grievance.

## **ARTICLE XVII**

### **RETIRE/REHIRE**

A teacher who elects to retire may reapply for a teaching position within the Hamlin School District. There is no guarantee on rehiring. The Hamlin School Board will have the final decision on the rehiring of an employee. (5/12/04)

## **ARTICLE XVIII**

### **LIQUIDATED DAMAGES**

If no mutual consent as to termination exists and if the teacher including teachers in their first contract with the district initiates the termination of this contract prior to its terminal date, the school district may withhold from any monies due the teacher or collect from the teacher the sum of one thousand dollars (\$1,000) as liquidated damages if such termination occurs before June 15<sup>th</sup>, the sum of one thousand five hundred dollars (\$1,500.00) if such termination occurs before July 1<sup>st</sup>, and the sum of two thousand five hundred dollars (\$2,500.00) if such termination occurs before August 1<sup>st</sup>, and the sum of three thousand five hundred dollars (\$3,500.00) if such termination occurs on or after August 1<sup>st</sup>. It is hereby agreed that the amounts herein specified are fair and reasonable damages for breach of contract as provided in SDCL 53-9-5. It is further agreed that the assessment of liquidated damages shall not preclude the school district's utilization of the provision of SDCL13-42-9 on revocation of certificate. (4/19/23)