

Negotiated Agreement

**Board of Education
Haakon School District #27-1**

And

**The Haakon Education Association
Classified Employees**

2024-2025

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I. Recognition Clause

Pursuant to the Provisions of SDCL 3-18, the School Board of Haakon School District #27-1, Philip, SD hereinafter referred to as the "Board" recognizes the Haakon Education Association/SDEA/NEA, hereinafter referred to as the "Association", as the sole and exclusive representative for all classified personnel in the Haakon School District unless successfully challenged by another group of employees pursuant to SDCL 3-18-5.

A. The Board of Education and the Association agree to a contract effective for 2024-2025

II. Personnel File

Each employee shall have the right upon request, to review the contents of said employee's personnel file and to place therein written reactions to any of its contents. The employee shall have the right to make copies of any of the items in the file and to be accompanied by a representative during the review of the file. Employees will receive a copy of all items placed in their personnel file upon request.

III. Building Use

All buildings, grounds, and school equipment of Haakon Public Schools will be available for the Association's use, at the discretion of the Superintendent. Such use will not conflict with the school district's programs.

IV. Contract

The starting date for nine (9) month and ten (10) month full-time and part-time employees shall be as specified in their individual contracts.

V. Holidays

The following days are designated as paid holidays for all twelve (12) month employees.

Independence Day

Labor Day

Veterans Day (if school is not in session)

Thanksgiving Day and the Friday after

Christmas Eve Day

Christmas Day

New Year's Day

Good Friday (Easter Monday if school is not in session)

Memorial Day

Holiday pay shall equal the pay for the number of hours for which the employee is regularly scheduled on such day. If a holiday falls on a Sunday, it shall be observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the preceding Friday, except for Veteran's Day and Memorial Day, which will only be observed and paid if they fall on a regularly scheduled day or are taken off as a no school day.

VI. Vacation

Twelve month contracted custodians are entitled to vacation upon the completion of:

1 year – One week of vacation time at the number of hours contracted to work per week.

3 years – Two weeks of vacation time at the number of hours contracted to work per week.

12 years – Three weeks of vacation time at the number of hours contracted to work per week.

Twelve month contracted office secretaries are entitled to vacation upon completion of:

1 year – Two weeks of vacation time at the number of hours contracted to work per week.

10 years – Three weeks of vacation time at the number of hours contracted to work per week.

Vacation time must be taken during the contract year following the year in which it is earned and may not be accumulated from year to year unless authorized in writing and approved in writing by the Superintendent.

Vacation dates shall have the approval of the administrative supervisor and will not be approved for a time period which would cause a disruption in the employee's area of assigned duties unless a qualified substitute can be found.

Daily vacation pay shall equal the pay for the number of hours for which the employee is regularly scheduled per day.

Employees who resign their employment with at least two weeks written notice or who are terminated shall be paid for vacation days earned or accumulated but not used during the contract year. An employee who does not provide at least two weeks written notice shall not receive such pay prior to leaving employment in the District. The employee is required to return district keys and any other district property and check with the business manager regarding conversion or cancellation of any insurance programs.

VII. Vacancy

When a vacancy arises that will be filled, employees will be given a three day notice in which to apply. The district will be allowed to advertise in or out of district at the same time.

VIII. Salary and Related Policies

The salary schedule is attached as Appendix B.

Pay Days – If a regular pay rate during the school term falls on a day when school is not in session, employees shall receive their check on the last working day prior thereto. Pay dates will be the 20th of each month except as noted above.

Work Day – The normal work day for full time employees shall be hours as specified on the individual contracts. Each four hour period will include a paid twenty minute break. The actual work day shall be determined by each employee's supervising administrator, after review with each employee.

Overtime – Overtime compensation for all overtime-eligible employees shall be paid at the rate of one and one-half (1 1/2) times the hourly rate or compensated one and one-half (1 1/2) hours on a compensatory basis. Except in an emergency, attempts will be made to give an employee at least three (3) days advance notice of need for overtime. Overtime will be recorded and paid in increments of thirty minutes. Exception to overtime: Time paid for, but not

worked (holidays, paid leave, etc.) does not count toward hours worked for the purpose of calculating overtime hours. These hours will be paid at the employee's regular hourly rate.

Call Time: Any employee called to return to work outside of the employee's regularly scheduled work day shall be paid a minimum of one hour at the appropriate rate.

School Closing: When school is started late or closed after the school day has begun employees will be paid for their regular scheduled work hours for that day up to 12 hours a school year.

Full-Time employees – An employee is considered employed on a full-time basis if they are contracted to work and are available to work at least 40 hours per a normal work week during the duration of their contract as specified on the individual contracts attached hereto as Appendix A. Employees, who work less than 40 hours but 20 hours or more, shall be defined as "less than full time." Employees who work less than 20 hours per week shall be defined as "part-time."

IX. Leave

Sick Leave – Full time classified employees (contracted to work and are available to work at least 40 hours per a normal work week) shall be entitled to sick leave according to the following schedule:

- A. Twelve month contract – 120 hours accumulative to 400 hours
- B. Ten month contract – 104 hours accumulative to 400 hours
- C. Nine month contract – 88 hours accumulative to 400 hours

"Less than full time" (less than 40 hours but 20 hours or more) shall be entitled to sick leave prorated as their contract length (nine, ten, or twelve months) accumulative to 200 hours.

If a classified employee has accumulated the maximum hours as stated in their contract** will be allowed compensation at the end of the year on a daily rate equal to that of a non-certified substitute teacher for unused sick leave. Compensation will be applicable to any of days one through six (1-6) that remain unused.

Classified staff who wish, may choose to accumulate days one through six (1-6) rather than be compensated.

*Contracted day = day/(hours) matching contracted daily hours as specified on the individual contracts of classified employees.

**Accumulated hours = balance at year end

The Haakon School District 27-1 will reimburse, at the rate of \$6.25 per hour, up to 400 hours, for accumulated sick leave for employees who are retiring at age 55 or older and have worked in the Haakon School District for 15 consecutive years or more.

Illness is defined as a "state of health, either physical or mental, which prohibits an employee from effectively carrying out his/her duties." An employee shall be judged ill when his/her condition imposes a threat to his/her own health, safety or welfare, or that of students and/or faculty.

Sickness is further defined as serious illness or death in the family.

Emergency leave will come from each employee's accumulated sick leave – the number of hours used for emergency leave will not exceed contracted daily hours as specified on the individual contracts for full time employees and contracted daily hours as specified on the individual contracts for less than full time.

Classified employees have the option to donate from their accumulated sick days to any other employee of Haakon School District. Any employee requesting donated leave must have used all applicable leave and

they are not eligible to use the sick bank. Donated leave taken will not exceed 8 days per year without the approval of a committee composed of the Superintendent and HEA members. It will be the responsibility of the elementary office, high school office and business manager to record the donated sick leave. The employee making the request will fill out the Request for Donated Sick Leave Form in elementary or High School office. Staff will then be notified of the request for donated leave. Staff members choosing to donate sick leave will fill out the Donated Sick Leave Form in the elementary or high school office.

Joint Certified and Classified Sick Leave Bank. The sick bank is established with a 1440 hours maximum amount in it. Each employee who is classified as full time or less than full time and has worked one (1) contract year will be able to draw sick leave above their accumulated sick leave with the stipulation of a doctor's statement stating it is a major illness and upon final approval by the Superintendent. The Association will receive from the District, a monthly accounting of sick leave bank usage. Hours matching contracted daily hours as specified on the individual contracts of sick leave will be taken from full time employees and hours matching contracted daily hours as specified on the individual contracts from less than full time employees at the beginning of the year, until the 1440 hour limit is obtained, and shall then be reinstituted when the total hours reach 792 or below. It is not to be used for matters that can be prescheduled.

Persons may use sick days from the bank such that the total days used, including their accumulated sick leave, and does not exceed 480 hours for the full time employees and 240 hours for the less than full time employees per school term. If an employee has accumulated the maximum hours as stated in their contract and all of the above criteria is met, an additional five (5) days/ hours matching contracted daily hours as specified on the individual contracts may be borrowed from the bank.

Bereavement Leave may be granted in the event of a death and shall not exceed three (3) days per year.

Personal Leave - Leave of absences for personal reasons may be granted to employees by the Superintendent of Schools. 2 days (hours) matching contracted daily hours as specified on the individual contracts of full time in any one school year may be granted. (See longevity exception below.) One (1) personal day/hours matching contracted daily hours may be carried over to use the next following year for a total of three (3) personal days. The request for personal leave shall be presented in writing with reasons to the Principal for initial approval and shall then be forwarded to the Superintendent for final approval.

Longevity Benefit—Employees who have completed their 15th consecutive year, shall receive 1 additional personal day (hours) matching contracted daily hours, per year beginning with their 16th year for a total of 3 days (hours) matching contracted daily hours, as specified on the individual contracts of full time. One (1) personal day/hours matching contracted daily hours, may be carried over to use the next following year for a total of four (4) personal days. A staff member may not have taken a year's leave of absence or left the district and returned during those 15 years.

Classified employees who have used all personal leave available, may trade 4 days of sick leave for 1 day of personal leave per year. This day of additional personal leave cannot be carried over. The classified employee must also have at least 18 days of sick leave accumulated in order to request this additional personal day. These sick leave days will be subject to the sick leave compensation criteria and all sick leave days are registered as they are used.

Day = contracted daily hours as specified on the individual contracts of classified employees.

Leave of Absence – An unpaid leave of absence not to exceed one (1) year will be granted to employees upon board approval under the following conditions: 1) The request for leave must be received at least two (2) months prior to the beginning of the leave. 2) A satisfactory replacement is obtained. 3) Sick leave, personal leave, and any other paid leave may not be used while on leave of absence. The employee will retain all accumulated leave upon returning to the Haakon School District #27-1.

STAFF COMPLAINTS AND GRIEVANCE PROCEDURE

Principles

The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise affecting the welfare of working conditions of employees.

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

Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate representative of the Association at any time.

Any employee or group of employees has the right at any time to present any grievance through such channels as are designated for that purpose.

Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein may be completed prior to the end of the school year or as soon thereafter as it is practicable.

It is required that an employee file a grievance within thirty (30) calendar days after the alleged violation.

Definitions

- A "Grievance" is a complaint by an employee or group of employees based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, policies, rules or regulations of the State of South Dakota, or the School District as they apply to the conditions of employment. Negotiations for, or a disagreement over a non-existing contract ordinance, policy, rule, or regulation is not a "grievance" and is not subject to this section. The term "employee", except where otherwise indicated, is considered to apply to any employee not classified as administrative personnel.
- The term "employee" may include a group of employees who are similarly affected by a grievance.
- An "aggrieved person" is the person or persons making the claim.
- A "party in interest" is the person or persons making the claim and any person or person whom might be required to take action or against whom action might be taken in order to resolve the problem.
- Days referred to shall be calendar days.
- The "Association" shall mean the Haakon Education Association.
- The "Board" shall mean the Board of Education of the Haakon School District #27-1.

Informal Procedures

If an employee has a grievance, he/she should first discuss the matter with his/her principal, administrator, or supervisor to who he/she is directly responsible in an effort to resolve the problem informally.

If, after such discussion the employee is not satisfied with the disposition of the matter, he/she shall have the right to have an Association representative assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator or supervisor.

Formal Procedures

Level One: School Principal

If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal written grievance to his/her Principal.

The Principal shall within ten (10) days render his/her decision and rationale in writing to the aggrieved person, with a copy to the Association school representative for his/her file.

An employee who is not directly responsible to a building Principal may submit his/her formal written grievance claim to the Administrator to whom he/she is directly responsible. Said Administrator shall carry out the aforementioned responsibility to the Principal.

Level Two: Superintendent of Schools

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) days after presentation of the grievance in writing, he/she may submit his/her claim as a formal written grievance to his/her Superintendent within five (5) days after receipt of the disposition at Level One or fifteen (15) days after submission of the grievance at Level One with the Principal.

The Superintendent of Schools or his/her representative shall act for the Administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the formal written grievance the superintendent shall meet with the aggrieved person and their representatives. A full record of such meeting may be kept by either party. The Superintendent shall within five (5) days of the meeting render his/her decision and its rationale in writing to the aggrieved person.

An aggrieved person may request a representative of the Association or any other representative to attend and participate in the meeting of the Superintendent with the aggrieved person relating to the grievance presented to the Superintendent.

Level Three: Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days after he/she has first met with the Superintendent, he/she may file the grievance with the Board within five (5) days of the Superintendent's decision or eight (8) days following the meeting, whichever is sooner.

After receiving the written appeal, the Board shall hold a hearing in executive session on the matter within fifteen (15) days, or their next regular meeting, whichever is sooner. The decision of the Board shall be rendered in writing within ten (10) days. The aggrieved person, their representatives, and witnesses may be present.

Level Four: Arbitration

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no has been rendered within five (5) days after he/she has first met with the board, he/she may, within thirty (30) days after he/she has first met with the Board, request in writing to the division of Labor and management that the grievance be arbitrated. The decision of the Division of Labor and Management shall be binding on all parties involved, subject to appeal.

Rights of Participation

No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.

All parties in interest may be represented at all levels of the formal grievance procedure by persons of their own choosing.

When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

Miscellaneous

If a grievance affects a group or class of employees, the aggrieved person(s) may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall begin at Level Two. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Level Four.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Forms for filing and processing grievances and other necessary documents are attached to and incorporated into this Agreement, and made available through building Principals, the Association school representative, and the aggrieved person(s) so as to facilitate operation of the grievance procedure.

Nothing contained herein shall deprive any employee, administrator, or Board of any legal right.

PLEASE STATE THE GRIEVANCE MATTER BRIEFLY AND SUCCINCTLY

(This statement may not be changed in processing of the Grievance)

Attach additional sheets of paper if necessary.

Signed:

_____ Bldg. _____ Date _____

(Person Aggrieved)

=====

LEVEL ONE: Building Principal

RECEIVED

BY: _____ (Administrator) Date _____

(Signature)

DISPOSITION: (Within 10 days of receipt)

Signed : _____ (Administrator) Date _____

=====

LEVEL TWO: School Superintendent

RECEIVED BY: _____ (Superintendent)

Date _____

MEETING (Within 10 days of receipt) DATE OF MEETING: _____

DISPOSITION (Within 5 days of Hearing):

Signed : _____ (Superintendent)

Date: _____

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LEVEL THREE: Board of Education

RECEIVED by the Board of Education dated _____ and

signed by _____, Chairman of the Board.

DISPOSITION (Within 10 days of receipt):

Signed: _____ (Board Chairman)

Date: _____

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Reduction in Force

The following procedure will be used when there is a reduction in force.

When evaluations are substantially equal for employees in the same category, seniority will be used in determining which employee(s) will be affected by employee reduction. Seniority is defined as an employee's total continuous employment with the District.

XII. Insurance

All classified employees may participate in the District's major medical and dental insurance programs by paying their own premium and at no expense to the District, unless otherwise noted in their individual contracts.

All employees covered by the Agreement who work twenty (20) or more hours per week, for nine (9) months or more per year, shall be provided an amount of \$4,000 to be used for District-sponsored Major Medical Insurance, Dental Insurance, Optical Insurance, Life Insurance and/or to be placed in South Dakota Supplemental Retirement System. The District may also contribute, on behalf of the employee, to the District-sponsored 403(b) plan through a third party administrator, but fees or penalties incurred by said plan are the responsibility of the employee.

If the employee does not choose any of the above options, the \$4,000 will be paid to the employee as a bonus, subject to all applicable withholding or OASI or retirement.

Employees employed 20 hours or more shall be eligible to be included in the South Dakota Retirement System.

XIII.

Continuation of Employment

Any employee who does not receive a notice of dismissal prior to June 1 of each year shall be continued in employment for the following contract year and school year.

XIV.

Evaluation Procedure

- 1) The district evaluation process will be used for all classified employees as follows:
 - a) New employees will be on a three month probationary period when hired and will be evaluated during or at the end of the first three months, and
 - b) Employees no longer on probation will be evaluated annually, unless their performance is considered less than satisfactory by their supervisor. In this case, evaluations will be conducted as deemed necessary by the supervisor.
- 2) Prior to May 1, each employee shall be observed by the administrative supervisor in the performance of their duties. The accumulation of time observed may be no less than 1 hour.
- 3) A copy of the written evaluation will be given to the employee. Each formal written evaluation will be accompanied by a conference between the supervisor and the supervisee. The evaluator and employee shall sign the written evaluation form. The employee has the right to make written comments concerning any part of the observation results with which the employee agrees or disagrees.
- 4) If the findings of the evaluation indicate improvement is needed, recommendations for improvement will be provided by the administration. The employee will be given time to comply with the recommendations.

CLASSIFIED EMPLOYEE EVALUATION FORM

Employee_____

Job Title_____

Supervisor_____

Contract Year_____

Areas of Strength:

Areas of Concern: (This section can be used on any evaluation but comments must be made when “*Does not meet expectations*” ratings are given.)

- () Satisfactory
- () Needs Improvement
- () Unsatisfactory: Failed to show improvement needed
- () Not recommended for re-employment

Evaluatee's Comments:

Evaluator

Date

Evaluatee

The evaluatee's signature does not indicate that he/she agrees with the content but instead has seen and received a copy of the evaluation form.

XV. EFFECT OF AGREEMENT

- A. Complete Understanding - The terms and conditions set forth in this Agreement represents the full and complete understanding between the parties.
- B. Individual Contracts - The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements. The individual contract shall be in the form provided in Appendix A.
- C. Savings Clause - Should any article, section, or clause of this Agreement be declared illegal by a Court of competent jurisdiction, then that Article, Section, or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect. No provision of this Agreement can be altered or changed without mutual written agreement of both parties.
- D. Term of Agreement - The provisions of this Agreement shall be effective as of the 1st day of July 2024 and shall continue and remain in full force as binding on the parties until the 1st day of July 2025.
- E. Copies of the Agreement - It shall be the responsibility of the Association to prepare and print copies of this Agreement. The Association shall provide each member of the bargaining unit a copy of this Agreement. Prior to the printing of the Agreement, the Board shall notify the Association of the number of copies it wishes to purchase at the Association's cost for its own use.

This Agreement is signed this 15 day of April 2024.

IN WITNESS THEREOF:

For the Haakon Education
Association

For the Haakon School Board,
Haakon School District #27-1

President

Board President

Chairman of Negotiations

Chairman of Negotiations

HAAKON SCHOOL DISTRICT #27-1
CONTRACT

THIS AGREEMENT, executed in duplicate this _____ day of _____, 202__ between -
_____, party of the first part and Haakon School District #27-1 in Haakon County, South
Dakota, party of the second part.

THAT FOR AND IN CONSIDERATION of the payment of the sum of \$_____/hour to be paid in
_____ monthly payments of _____ or as vouchered each month, minus such withholdings as is provided by
law, and presented to the party of the first part on the 20th day of each month, as consideration for performance
of this Contract.

This contract may be terminated for just cause by either party upon written notice given thirty (30) days prior to
termination, or by mutual agreement.

IT IS FURTHER AGREED: _____

SICK LEAVE: _____ hrs. accum to _____
VACATION : _____ hours upon completion of yr. Ann date

HEALTH INSURANCE: \$4,000 for 2024-2025 TSA or towards
insurance PERSONAL LEAVE _____ day(s) (hours)
BEREAVEMENT LEAVE _____ day(s) (hours)

IN WITNESS THEREOF, party of the first part has signed and party of the second part has caused this
contract to be executed by its officers as provided by law, on the day and year as indicated above.

Employee (Signature)

Employee (Print name)

ATTEST: HAAKON SCHOOL DISTRICT #27-1

Business Manager (Signature)

Business Manager (Print name)

President of Board of Education (Signature)

President of Board of Education (Print name)

To be accepted, this Contract must be in the hands of the school board on or before
_____ day of _____, 202_____.

APPENDIX B

2024-2025 Salary Schedule

2024-2025 Classified Employees

Base Salary \$17.00 Per Hour

- Classified employees include: Secretaries, Paraprofessionals, Custodial Staff, Maintenance Staff, Technology Director, and all Kitchen Staff.

One-year contractual agreement with classified staff, inclusive of a \$3.00/hour increase for the 2024-2025 school year. This calculation is to be based on their 2023-2024 salary.

