

**2024-2025
Certified Negotiated Agreement**

Between

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

And

The Haakon Education Association

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I. RECOGNITION

Pursuant to the provisions of SDCL 3-18, the School Board of the Haakon School District 27-1, Philip, South Dakota, hereinafter referred to as the "BOARD", recognizes the Haakon County Education Association SDEA/NEA, hereinafter referred to as the "Association", as the sole and exclusive representative for all certified employees in the Haakon School District, except for the members of the administration, unless successfully challenged by another group of certified employees pursuant to SDCL 3-18-5.

- A. The Board of Education and the Association agree to a 1-year contract effective for the 2024-2025 school years.

II. ASSIGNMENT, EVALUATION, REPRESENTATION AND PERSONNEL FILE

- A. Employees shall not be assigned outside the scope of their Certificate and/or their major or minor fields of study, unless mutually agreed upon by both parties.

Employee assignments and transfers from one position to another will be made when deemed necessary by the Superintendent and Principals after consultation with the individual involved.

If changes in an employee's assignment are implemented after August 1st, a \$175.00 stipend will be given and the employee may submit requests for expenses incurred due to the change. (Workshops, books, etc.)

Procedure for Evaluation - The procedures for evaluation are attached as Appendix E and incorporated into this Agreement.

- B. Right of Representation - When an employee is required to appear before the Board, the employee shall be entitled to have a representation of the Association present during any meeting, provided any meeting with the board shall be an executive meeting. When an employee is required to appear before the Board, the employee shall be advised in writing of the reason for the requirement no later than forty-eight (48) hours prior to the appearance before the Board.
- C. 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 item(s) in the file and to be accompanied by a representative during the review of this file. Employees will receive a copy of all items

placed in their personnel files upon request. Any document submitted to the employee's file shall be reviewed and must be signed by the employee with the right to make written reactions.

- D. Notices of Non-Renewal - Notices of non-renewal for all teachers, continuing contract and probationary, must be before April 15.

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. CALENDAR, RESPONSIBILITY, AND EXTRA-CURRICULAR ACTIVITIES

- A. Calendar – Suggestions for the school calendar shall be sought by the administration. The calendar will be reviewed with the Association by the Board. The calendar for the current school year will be available on the school network computers under "Users (H:)" in the "Staff" file.
- B. Responsibility - the employees will be directly responsible to the respective Principals for their particular instructional assignments. Employees shall be given an area for their office space to include a desk and file cabinet for teaching materials.
- C. Extra-Curricular Activities - Responsibility for extra-curricular activities in addition to the standard load shall be compensated in accordance with the extra-duty schedule attached and incorporated into this Agreement.

V. SALARY

A. Salary Schedule

- 1. Burden of proof as to a master degree shall rest with the employee. Employees eligible for advancement shall furnish evidence of the same at the earliest possible date, and not later than September 1st with the allowance of evidence the completed degree. The evidence must have been presented & approved by the superintendent or the business manager. The final transcript must be presented no later than November 1st. Official transcripts will be required.
- 2. Employees employed by the Haakon Public Schools for the first time shall be granted credit for approved teaching experience elsewhere.
- 3. A fractional part of a year of teaching will be disregarded unless the teacher has fractional parts of successful approved experience

totaling nine (9) months. Fractional parts of a year of experience with the Haakon School District may be credited at the discretion of the Board.

- B. Pay Days - If a regular pay date during the school term falls on a day when school is not in session, employees shall receive their checks on the last working day prior thereto. Pay dates will be the 20th of each month except as noted above. Employees that have an emergency and feel they require an advance on their pay may propose their situation to the superintendent, who will reserve the right to approve or deny the employee's request.

- C. Each employee shall receive their annual salary in twelve (12) installments.

A lump sum of summer checks payable on June 20 will be available for those leaving the district, i.e., retirees, non-renewals, and resignations. Those certified staff members who are needing summer school for educational advancement and can determine need to the Superintendent's approval, will be eligible for lump sum payment.

Extra-curricular pay will be paid in one lump sum at the end of an activity for individuals outside of the school district, with the exception of activities that are on-going all school year.

- D. Extra-Curricular Jobs - The supplemental pay schedule shall be as set forth in Appendix C which is attached to and incorporated into this Agreement. Supplemental jobs are defined as any assignments that are in addition to the normal workday and/or that exceed the normal workday.

The employment contract will include:

☐ I do not want _____ extra-curricular assignment listed above. Please activate Article V. Section D. of the Master Contract.

The Administration and the Board shall work diligently with the staff to see that extra-curricular assignments are equitably made and are given to those staff members who wish the same. If no one wishes a particular assignment, all efforts will be made to find a qualified replacement, including members of the public; however, if a replacement cannot be found prior to the commencement of the activity, the assignment will be made at the discretion of the Administration.

- E. Salary - The salary for the 2024-2025 school year shall be based upon a \$45,000 base for a bachelor's degree.

Certified staff members will receive a \$1,500 raise plus 4% on current individual salary for the 2024-2025 school year.

A certified staff who earns his or her Master's Degree will earn a \$1,500 raise to his or her salary.

(See appendix B)

- F. The normal work day for the teacher will be 7:30 am until 4:10 pm. The teacher shall not be responsible for student supervision before or after school unless previous arrangements have been made between the teacher and the parent/students.
Teachers may leave the final work day of each week when the students have been dismissed.
- G. Staff Cover— Staff will receive \$15 per hour compensation for covering another class during the school day. It will be the responsibility of the staff member covering to fill out a voucher in the month that he/she covered in order to receive payment.

VI. FRINGE BENEFITS

- A. The Haakon Board of Education will contribute \$5400 for 2024-2025 school year per employee 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 \$5400 will be paid to the employee as a bonus, subject to all applicable withholding or OASI or retirement.

- B. Any payroll deductions for insurance premiums or investments contributions shall occur in equal monthly installments. If premiums change during the contract period, the installments will be adjusted for the remaining months of the contract.

Fringe benefits for employees will be granted on a pro-rated basis according to the teaching contract.

The insurance carrier(s) shall be recommended by the Association and referred to the Board of Education for approval.

- C. Anything designated for teachers, mandated by state or federal government will be given directly to teachers over and above the

negotiated contract.

VII. LEAVES

- A. Sick Leave-Sick Leave Bank - Sick Leave-Sick Leave Bank - Teachers will be granted a total of twelve (12) days necessary sick leave each year. *If a certified employee has accumulated the maximum number of days as stated in their contract, they will be allowed to receive compensation at the end of the year for days one through six (1-6) that remain unused. Teachers will be allowed compensation at the end of the year on a daily rate equal to that of a certified substitute teacher for unused sick leave. Teachers who wish, may choose to accumulate days one through six (1-6) rather than be compensated. Days required to build the Sick Leave Bank shall come out of days seven through twelve (7-12). Days seven through twelve (7-12) are only able to be accumulated, and are not eligible for compensation. Unused sick leave is accumulative to a maximum of fifty (50) days.

** Accumulated days = balance at end of year

Certified employees have the option to donate from their accumulated sick days to any other employee of Haakon School District in the event that all other applicable leave has been used 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. The teacher making the request will contact the HEA president, who will initiate the process of asking certified and classified staff for sick day donation(s). The HEA president will notify the secretaries and business manager for recording the donated sick leave.

Sick leave should be used by an employee only in the event of personal illness, family illness, and doctor's appointments.

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 teacher's accumulated sick leave. The number of days used for emergency leave will be left up to the discretion of the Principal, not to exceed (5) days.

The sick bank is established with a 180-day maximum amount in it. Each employee will be able to draw sick leave above his or her 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. One (1) day of sick

leave will be taken from all of the employees at the beginning of the year, until the 180-day limit is obtained, and shall then be reinstituted when the total days reaches 99 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, does not exceed sixty (60) days per school term. If an employee has accumulated fifty (50) days and all of the above criteria is met, an additional five (5) days may be borrowed from the bank, totaling (65) days.

For certified staff who are retiring at age 55 or older and have worked in the Haakon School District for 15 consecutive years or more, the Haakon School District 27-1 will reimburse employees at the rate of \$50.00 per day for each day of accumulated unused sick leave up to 50 days.

- A. Bereavement Leave may be granted and shall not exceed three (3) days per year.
- B. Personal Leave –
 - 1. Leave of absences for personal reasons may be granted to employees by the Superintendent of Schools. Two (2) days in any one school year may be granted. The request for personal leave shall be presented in writing to the Principal for initial approval and shall then be forwarded to the Superintendent for final approval.
 - 2. One (1) personal day may be carried over to use the next following year for a total of three (3) personal days. Certified employees may carry over only one (1) personal day each year.
 - 3. Employees who have completed their 15th consecutive year, shall receive (1) additional personal day per year, beginning with their 16th year, for a total of (3) days. One (1) personal day may be carried over to the following year for a total of (4) personal days.
 - 4. Each certified employee will be allowed one (1) additional personal day per year to be docked at the reimbursement of a certified substitute versus taking a day without pay. This allowance is only available after an employee has used all personal days available for the year.
 - 5. Certified employees who have used all personal leave available, including the one day reimbursed at certified sub pay, may trade 4 days of sick leave for 1 day of personal leave. This shall be done only one time per year and cannot be carried over to the next year. The sick leave being used must

come from the first four (4) sick days given each year. These four (4) days will come from the one through six (1-6) compensated, unused sick days in above Section A. The certified employee must have four (4) days of the first six (6) sick days remaining to use this personal leave. The certified employee must also have at least 20 days of sick leave accumulated in order to request it.

- C. Parental Leave of Absence - The Board shall grant requests for parental leave of absence for one (1) school year only, providing that the employee requesting such leave shall apply for the same on or before April 1st, and the Board is able to employ a qualified replacement prior to the issuance of the ensuing year's contract. Then the employee requesting the leave shall sign a contract or waive reinstatement privileges; however, the Board shall continue through the commencement of the new school term, to use reasonable efforts to employ a qualified replacement. If a qualified replacement is found following the employee signing a contract, the employee shall be granted the leave and reinstatement.

An employee wishing to be reinstated to a position in the Haakon School District 27-1 following a parental leave of absence must notify the Superintendent of Schools by March 1st of the year in which the leave is used. If a reduction in force is necessary, he/she will be considered along with all other employees. Persons on parental leave shall be allowed to continue in the group insurance policies at their own expense.

- D. Leave of Absence - A leave of absence for one (1) year for continuing contract employees without pay may be granted to any employee, who has need for such a leave, providing that the employee requesting such leave shall apply for the same on or before April 1st. Provided further that in a case of an emergency, the District may approve leave after April 1st and the Board is able to employ a qualified replacement prior to the issuance of the ensuing year's contract, then the employee requesting the leave shall sign a contract or waive reinstatement privileges; however, the Board shall continue through the commencement of the new school term, to use reasonable efforts to employ a qualified replacement. If a qualified replacement is found following the employee signing a contract, the employee shall be granted the leave and reinstatement.

An employee wishing to be reinstated to a position in the Haakon School District 27-1 following a leave of absence must notify the Superintendent of Schools by March 1st of the year in which the leave is used. If a reduction in force is necessary, he/she will be considered along with all other employees. Employees on a leave of absence shall be allowed to continue in the group insurance policies at their own expense. All such leaves shall be granted at the sole discretion of the Board of Education.

- E. Maternity/Paternity/Adoption Leave - Maternity, paternity, and

adoption leave will be treated the same as sick leave.

The District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. An eligible employee is entitled to up to a combined total (paid and unpaid) of twelve (12) weeks of FMLA Leave per year for the birth and first year care of a child and/or the adoption or foster placement of a child. The employee must first use and count all available accrued paid leave, including vacation, sick leave, and personal leave, before using the unpaid leave. During the period of FMLA Leave, the employee is entitled to the continuation of all fringe benefits.

In the case of birth, adoption or foster placement, the FMLA Leave entitlement for child-care ends after: (1) the child reaches the age of one, or (2) 12 months after adoption or placement. In cases where both spouses are employed by the District, the combined amounts (both employees) of FMLA Leave for birth, adoption or foster placement, or family illness is limited to twelve (12) weeks.

When FMLA Leave is in connection with birth, adoption or foster placement, and is foreseeable, the employee must provide at least thirty (30) days notice of the date when FMLA Leave is to begin.

- F. Professional Leave - Each employee shall be entitled to professional leave during the school term. Such professional leave shall not be accumulative. Professional leave may be used for (but not limited to)
 - a. Visitation to other programs within their fields;
 - b. Attendance at professional conferences, meetings, and/or conventions.

Notification of the desire to use professional leave shall be given to the employee's immediate supervisor if possible at least two (2) weeks in advance. The Haakon School District may provide reimbursement for the following expenses provided all personnel in similar circumstances are equally eligible for expenses: meals, travel, registration and/or conference fees, lodging. No employee shall be granted more than three (3) days per year of professional leave, except that the board of Education in its sole discretion may grant additional days.

- G. Benefits - No employee shall gain or lose benefits while on leave.
- H. Rural School Compensation - Rural teachers may choose to live in the teacher-age (if available) or receive mileage at state rates for a maximum of 45 miles round trip minus 2 1/2 miles (5 miles round trip). Rural mileage will be paid in monthly checks. Teachers signing full-time teaching contracts at a rural attendance center will be compensated a sum of \$300 per month for the 9 month school term in addition to their salary and isolation mileage.
- I. In Service

Suggestions for inservice shall be sought by the administration from the Association. The final decisions shall be made by the Administration.

J. Release from Contract Penalties

If the teacher initiates the termination of his/her contract prior to its terminal date and the Board accepts termination of the Contract, the teacher shall be assessed after May 31 - \$200; after June 30- \$500; and after July 31 - \$1000. A certified check payable to the Haakon School District 27-1 covering the termination penalty must accompany the request for termination.

VIII. VACANCY PROCEDURE

All vacancies will be advertised within the District. Compliance with this advertisement requirement shall be accomplished through mailing the vacancy notice to the last known postal address of the employees during the summer months and through an e-mail notice to all employees at their school e-mail address during the school year. Each employee will have 5 calendar days from the date of postmark or the e-mail to apply for the position. When filling such vacancy, the administration shall consider the applicant's qualifications, experience, the best interests of the school district, and the best interests of the students. If all of the above factors are equal, the employee with seniority in the District should be given preference when filling any vacancy. Seniority is defined as an employee's total continuous employment with the District. The district will also be advertising outside the District at the same time when a position opens.

IX. STAFF COMPLAINTS AND GRIEVANCE PROCEDURE

A. Principles

- (1) 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.
- (2) All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- (3) 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.
- (4) 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.

- (5) Days referred to shall be calendar days.

B. Time Limits

1. 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.
2. 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.
3. It is required that an employee file a grievance within thirty (30) calendar days after the alleged violation.

D. Definitions

1. 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.
2. 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.
3. An "aggrieved person" is the person or persons making the claim.
4. 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.
5. The term "days" when used in this policy shall, except where otherwise indicated, mean working school days.
6. The "Association" shall mean the Haakon Education Association.
7. The "Board" shall mean the Board of Education of the Haakon School District #27-1.

E. Informal Procedures

1. If an employee has a grievance, he/she should first discuss the matter with his/her principal, administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.
2. 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.

F. Formal Procedures

1. Level One: School Principal
 - a. 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.
 - b. 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.
 - c. 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.
2. Level Two: Superintendent of Schools
 - a. 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.
 - b. 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.
 - c. 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.
3. Level Three: Board of Education

- a. 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.
- b. 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.

4. Level Four: Arbitration

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision 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.

G. Rights of Participation

1. No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
2. All parties in interest may be represented at all levels of the formal grievance procedure by persons of their own choosing.
3. 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.

H. Miscellaneous

1. 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.
2. 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.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. 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.

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

Form No.: IXH

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: _____

=====

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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X. NEGOTIATING PROCEDURE

- A. Good Faith-Pursuant to SDCL 3-18, the parties agree that their duly designated representatives shall negotiate in good faith with respect to rates of pay, wages, hours of employment, and other conditions of employment. Each party shall select its own representatives. Negotiations shall begin no earlier than February 15.
- B. Ground Rules - The following shall constitute ground rules for negotiations unless mutually modified:
 - 1. Pursuant to SDCL 3-18, the parties agree that their duly designated representatives shall negotiate in good faith with respect to grievance procedures, rates of pay, wages, hours of employment and other conditions of employment.
 - 2. No More than three members of the Board, or their officially designated representatives will meet with no more than three members of the Association, or their official representatives, for the purposes of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties.
 - 3. Upon request of either party to open negotiations, a mutually acceptable meeting date shall be set. Each party will submit a complete set of proposals at the meeting called for that purpose. No new items may be submitted thereafter unless the parties mutually agree.
 - 4. When agreement is reached between the negotiating teams on all proposals, the proposed agreement shall be reduced to writing and submitted and recommended first to the Association for ratification. After ratification by the Association, the Agreement shall be recommended for ratification by the board. Upon approval and after necessary action by the Board or its authorized agents, the terms of the Agreement shall be implemented. The Board shall not make changes in the Agreements after acceptance without first negotiating those changes with the Haakon Education Association.
 - 5. The Board agrees that no changes will be made in this Agreement without first negotiating those changes with the Haakon Education Association. Negotiations of such changes may be initiated by either party.
 - 6. Negotiations will be in closed session. The Association may have two observers present at the negotiation session. The Board of Education may have two observers at the negotiation sessions. Observers are not allowed to take part in the session in any manner. The Superintendent of Schools may be present at the sessions to serve as a resource person to both parties.

7. Negotiation sessions cannot be taped or otherwise mechanically reproduced by either party without the other party's knowledge.
 8. Bargaining sessions should last no longer than two and one-half (2 1/2) hours, unless mutually agreed upon to stay longer.
 9. Either party may caucus at any time for a period not to exceed thirty (30) minutes without mutual agreement.
 10. All proposals will be initiated by both parties at the time of agreement.
 11. No initiated proposal will be withdrawn without mutual consent.
 12. Negotiations can be reopened during the life of the contract if both parties agree and if negotiations are limited to a predetermined issue(s). If a mutually agreed upon settlement is not reached, the previously negotiated language will continue to remain in effect.
- C. Impasse Procedures - If negotiations are not completed prior to May 1 in any given year, or prior to the issuance of contracts for the subsequent school year, or if impasse is declared, the following provisions shall be followed:
1. The contract for the subsequent year shall be issued under the same terms and provisions as the previous bargained agreement.
 2. When mutual agreement is arrived at for the subsequent school year, new contracts will be issued, or the board imposes such provisions.

XI. REDUCTION IN FORCE

Whenever, in the judgment of the Board, it is advisable to reduce staff in the Haakon School District #27-1 written notice shall be provided to the teacher by April fifteenth.

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

- A. No professional employee protected by statutory continuing contract provisions will be non-employed while qualified and certified for a position held by a person temporarily or not fully certified by the State Board of Education.
- B. When paragraph A does not apply in the District, the following criteria shall be used when determining which professional employee(s) will be affected by employee reduction:
 - Classroom preparation, management and control

- Dependability through consistency and punctuality
- Maintenance of a healthy relationship with students, staff, and administration
- Effective use of technology skills
- Demonstrates ongoing consistent student achievement
- Adapts instruction, assessment and teaching strategies to meet individual student differences
- Qualifications
- Seniority---Seniority is defined as an employee's total continuous employment with the District.

These criteria will be equally weighted when considering continued employment.

- C. In making employee reduction involving professional employees, the Board will follow the provisions of South Dakota law.
- D. If, during the first three (3) fiscal years subsequent to the time a continuing contract employee is laid off, because of reduction of staff, and a vacancy occurs in the grade, subject areas and activities in which a laid off employee had been employed or is qualified to be employed, re-employment shall be extended to the employee in reverse order of layoff. When more than one employee has the same recall and is qualified for the open position, the Board shall consider the same criteria used to determine layoff. A recalled employee shall retain previously accumulated sick leave benefits.

Recall privileges cease when an employee resigns. Recall privileges will also cease if upon being recalled the employee fails to report within twenty (20) calendar days after receipt of written notice of recall. Such notice shall be sent by certified mail to the last address furnished to the Superintendent by the employee and the 20 day period shall commence to run on the day the notice is received.

XII. EFFECT OF AGREEMENT

- A. Complete Understanding - The terms and conditions set forth in this Agreement represent 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 D.
- 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

is 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 - A copy of the Certified Master Contract will be available on school network computers under “Users (H:) in the “Staff” file.

This Agreement is signed this 15th 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

APPENDIX A
HAAKON SCHOOL DISTRICT #27-1
2024-2025 CALENDAR

The approved calendar for the current school year will be available on the school network computers under “Users (H:)” in the “Staff” file.

APPENDIX B

Salary Schedule

2024-2025

Bachelor' Degree
\$45,000

Certified staff members will receive a \$3,000.00 raise on their 2024-2025 salary.

Appendix C

<i>Activity</i>	<i>% of Base</i>	<i>2024-2025</i>
	\$45,000	
Varsity FB	0.11	4950.00
Asst. FB	0.08	3600.00
JH FB	0.06	2700.00
Asst. JH FB *	0.04	1800.00
Head BBB	0.11	4950.00
Head GBB	0.11	4950.00
Asst BBB	0.08	3600.00
Asst GBB	0.08	3600.00
JH BBB	0.06	2700.00
Asst. JH BBB *	0.04	1800.00
JH GBB	0.06	2700.00
Asst. JH GBB *	0.04	1800.00
Head Wr	0.11	4950.00
Asst Wr	0.08	3600.00
JH Wr	0.06	2700.00
Yearbook	0.07	3150.00
Band	0.12	5400.00
Vocal Music	0.07	3150.00
Oral Interp	0.03	1350.00
All School Play	0.05	2250.00
Asst. All School Play *	0.04	1800.00
One Act Play	0.05	2250.00
Asst. One Act Play *	0.04	1800.00
Jr. Class Advisor	0.023	1035.00
Jr. Class Advisor	0.023	1035.00
Head Track	0.11	4950.00
Asst Track	0.08	3600.00
Asst Track	0.08	3600.00
JH Track	0.06	2700.00
SR Class Advisor	0.015	675.00
SR Class Advisor	0.015	675.00
Cross Country	0.08	3600.00
Asst Cr Country	0.06	2700.00
FFA	0.08	3600.00

FCCLA	0.08	3600.00
Head VB	0.11	4950.00
Asst VB	0.08	3600.00
JH VB	0.06	2700.00
Asst. JH VB *	0.04	1800.00
Student Council	0.08	3600.00
Golf	0.08	3600.00
Asst Golf	0.06	2700.00
NHS Advisor	0.03	1350.00

APPENDIX D

Contract # _____

Lane # _____

**HAAKON SCHOOL DISTRICT #27-1
Philip, Haakon County, South Dakota**

THIS CONTRACT executed in duplicate this _____ day of _____ 202____, shall become a binding contract when signed by the teacher and the authorized officials of the School District. This contract is entered into by and between the Haakon School District #27-1 and _____, who certified that he/she is the lawful holder of South Dakota _____ Teacher's Certificate No. _____ valid in the county and State above written which covers the period of time specified in this Contract.

The said teacher hereby contracts and agrees to be a teacher in the schools of said district for the 2024-2025 school term commencing on or about the 14th day of August 2024, for a term of 154 days.

The said teacher hereby agrees to perform the duties as assigned according to the terms of this Contract and according to the rules of the State Board of Education, the statutes of the State of South Dakota and the rules, regulations, policies and negotiated agreement adopted by the School District.

It is hereby agreed that this Contract shall continue in full force and effect for the term specified herein, unless annulled by mutual consent, or by operation of the law, or by expiration or revocation of said teacher's certificate. If the teacher initiates the termination of the Contract, the teacher shall be assessed after May 31- \$200; after June 30 - \$500; and after July 31 - \$1000. A certified check payable to the Haakon School District #27-1 covering the termination penalty must accompany the request for termination. It is intended that the foregoing assessment schedule shall constitute liquidated damages, actual damages being impossible to ascertain at the time of execution of this Contract.

It is agreed that the major teaching assignment of the teacher is: _____; further, that extra duties to be performed by the teacher, for which extra duties additional salary shall be paid and is reflected herein, are as follows: _____

In consideration of the services to be performed by the teacher, both major teaching assignment and aforementioned extra duties, the school district hereby agrees to pay the gross sum of \$ _____ to be paid in _____ monthly installments of \$ _____.

Less such withholdings for medical and dental insurance, retirement, or as otherwise provided by law, payable on or before the 20th day of each calendar month.

It is further agreed that extra curricular pay will be paid in one lump sum at the end of an activity for individuals employed outside of the school district, with the exception of activities that are on-going all school year.

It is further agreed between the school district and the teacher as follows: _____

[] I do not want _____ extra-curricular assignment listed above. Please activate Article V, Section D of the Master Contract. This Contract must be signed by the teacher and returned to the office of the Business Manager on or before _____, 20____, or else the contract shall be null and void.

HAAKON SCHOOL DISTRICT #27-1

Teacher (printed)

Teacher (signature)

President, Board of Education (printed)

President, Board of Education (signature)

Business Manager (printed)

Business Manager (signature)

APPENDIX E

HAAKON SCHOOL DISTRICT #27-1 EMPLOYEE EVALUATION FOR THE IMPROVEMENT OF INSTRUCTION THROUGH EVALUATION

PROCEDURE FOR EVALUATION

The evaluation process shall consist of a pre-observation conference, the formal observation, and a post-observation conference. The post-observation shall be within five working days after the formal observation unless a longer period is agreed upon by the evaluator and employee. Each employee shall receive a written copy of the evaluation at the time of the post observation. The final evaluation form is noted in Appendix E.

The Pre-Observation shall consist of:

- A. Purpose of Evaluation
- B. Establish Time Lines
- C. Objectives of Lesson

Evaluations will be conducted as follows:

- I. Non-continuing Contract Employees: The formal evaluation shall consist of at least one evaluation per school year with at least one observation per evaluation.
- II. Continuing Contract Employees: Employees will be formally evaluated once every other year, unless their performance is considered less than satisfactory by their supervisor. In this case, evaluations will be conducted as deemed necessary by the supervisor. The formal evaluation shall consist of one observation per evaluation.
- III. Employees recommended with qualifications: The formal evaluation shall consist of at least one evaluation per semester with at least one observation per evaluation.

The Post-Observation shall consist of:

- A. Review of Observation
- B. Discussion of areas of strength and weakness
- C. Plan of assistance when appropriate

The evaluator and employee shall sign the written evaluation form. The employee's signature does not indicate either agreement or disagreement, but that a conference has taken place and the

employee has read the evaluation. The employee has the right to make written comments concerning any part of the observation results with which the employee agrees or disagrees.

The evaluation packet will be given and explained to all employees at the In-Service Workshop prior to the beginning of the school year. The evaluation tool used will be in accordance with the South Dakota Framework for Teaching (Charlotte Danielson Framework for Teaching). The District will use 8 components from the 22 components available to evaluate the teacher.

GOAL: Through clinical supervision and evaluation the students of Haakon School District will receive an education of the highest quality.

The following objectives will be promoted through the use of the evaluation document.

- A. To carry out the goals and objectives of the Haakon School District as printed out in the School Board Policy Handbook.
- B. To promote employee self-appraisal and self-improvement
- C. To diagnose employee's strengths and weaknesses.
- D. To promote improvement through a plan of assistance.
- E. To satisfy all laws, rules and regulations set forth by the State of South Dakota and the Haakon School District.
- F. To promote positive employee's attitudes, relationships, and morale.

Observation Evidence Document

Name

Observation: 1 2 3

Date

Evaluator

Scoring: 1 = Unsatisfactory 2 = Basic 3 = Proficient 4 = Distinguished

Domain 1: Planning and Preparation

<i>Component 1c: Setting Instructional Outcomes</i>	1 2 3 4 [-----]	Component Score (only if observed)
<ul style="list-style-type: none">• Value, sequence, and alignment• Clarity• Balance• Suitability for diverse learners		<input type="text"/>
<i>Component 1e: Designing Coherent Instruction</i>		
<ul style="list-style-type: none">• Learning activities• Instructional materials and resources• Instructional groups• Lesson and unit structure		<input type="text"/>
<i>Component 1f: Designing Student Assessments</i>		
<ul style="list-style-type: none">• Congruence with instructional outcomes• Criteria and standards• Design of formative assessments• Use for planning		<input type="text"/>
<i>Component 2b: Establishing a Culture for Learning</i>		
<ul style="list-style-type: none">• Importance of Content• Expectations for learning and achievement• Student pride in work		<input type="text"/>
<i>Component 3b: Using Questioning and Discussion Techniques</i>		
<ul style="list-style-type: none">• Quality of questions• Discussion techniques• 		<input type="text"/>
<i>Component 3c: Engaging Students in Learning</i>		
<ul style="list-style-type: none">• Activities and assignments• Grouping of students• Instructional materials and resources• Structure and pacing		<input type="text"/>

Name

Observation:

1

2

3

Scoring: 1 = Unsatisfactory 2 = Basic 3 = Proficient 4 = Distinguished

Date

Evaluator

<i>Component 3d: Using Assessment in Instruction</i>	<div>1234</div> <div>[-----]</div>	Component Score (only if observed)
<ul style="list-style-type: none">• Assessment criteria• Monitoring of student learning• Feedback to students• Student self-assessment and monitoring of progress		<input type="text"/>
<i>Component 4b: Maintaining Accurate Records</i>		
<ul style="list-style-type: none">• Student completion of assignments• Student progress in learning• Non-instructional records		<input type="text"/>

Summary Comments:

Development Plan:

Teacher Acknowledgement

I have reviewed this document and discussed the contents with the observer. My signature means that I have been advised of the contents of this observation and does not necessarily imply that I agree with the results.

Teacher Signature/Date

Observer Signature/Date

PLAN OF ASSISTANCE

I. BACKGROUND INFORMATION

Employee's Name: _____

Employee's Assignment: _____

School: _____

II. STATEMENT OF PROBLEM

III. GENERAL STATEMENT FOR PLAN OF ASSISTANCE

IV. PROGRAM TO BE FOLLOWED

V. ASSISTANCE TO BE OFFERED

VI. MONITORING SYSTEM

Please check one of the following.

- ☐ Recommended for re-employment
- ☐ Recommended for re-employment with qualifications.
- ☐ Not recommended for re-employment

(Employee's Signature)

(Date)

(Evaluator's Signature)

(Date)