

An Agreement Between the Sanborn  
Central Education Association and the  
Sanborn Central Board of Education.



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## SCHOOL CALENDAR

The Board will consult the Education Association regarding the subsequent school year's calendar, prior to the issuance of contracts for the ensuing school year. The Board has the responsibility of setting the school calendar and determining the number of days within the calendar. The teacher's association shall be consulted prior to the February Board Meeting, where at which time proposed recommendations for the ensuing school year shall be considered. A tentative calendar will be approved by the Board of Education prior to the issuance of contracts.

## EMPLOYEE WORK DAY

The workday for teachers shall be from 7:45 – 3:45 unless specified otherwise in the teacher's contract. On Fridays and days when school is dismissed early for holidays and inclement weather, the teacher's work day shall extend ten (10) minutes after the buses have left, provided the teacher has no direct student responsibilities. Administration will designate staff to remain in the case of inclement weather.

## NOTIFICATION OF ASSIGNMENT

All employees shall be given written notice of their anticipated course assignments for the new school term on or before the date of receipt of the contract for the subsequent school year. If, as a result of a resignation after contracts are issued and signed and the subsequent hiring of a new staff member, a change of assignments is required after August 1, the employee affected shall be notified promptly and consulted. If said course assignment changes are unacceptable to the employee, the employee shall have the right to resign, within five (5) calendar days, without penalty whatsoever, including any action to revoke the teacher's certificate, or any assessment of liquidated damages.

In the event the school district needs to alter a teaching assignment after the contract has been signed by the teacher, the following compensation will be awarded:

- If the assignment is made after May 31 but before July 1, the teacher will receive \$750.
- If the assignment is made during the month of July, the teacher will receive \$1000.
- If the assignment is made during the month of August prior to in-service, the teacher will receive \$1500.
- If the assignment is made during or after in-service, the teacher will receive \$2000.

The compensation may be waived upon agreement by both parties.

## EVALUATIONS

The evaluation form and criteria to be utilized and evaluated is the sole discretion of the Board of Education and will follow the guidelines set forth by the State Board of Education (the model adopted is the Effective Teacher Model using the Danielson Framework Model as a base – forms attached). Tenured teachers will be evaluated once per year. Nontenured staff will be evaluated twice per year. An agreed upon focus, or Student Learning Objective (SLO) will also be completed once a year by each staff member as a part of their annual evaluation (SLO documents attached).

## PERSONNEL FILE

Each teacher shall have the right, upon written request, to review the contents of their employee personnel file at a mutually convenient time. Within 14 calendar days of the review, the employee shall have the right to place therein written reactions to any of its contents. The employee shall have the right to make copies of any item in the file at the employee's expense, at the rate of \$.15 per copy, and to be accompanied by a representative during the review of the file.

## EMPLOYEE COMPENSATION

### Placement on the Salary Schedule for New Hires:

For placement on the salary schedule, newly hired employees may be given experience credit for all teaching experience in public or private accredited education institutions, up to a maximum of 10 years of experience being granted to newly hired employees. The administration reserves the right to place a teacher on the hiring schedule wherever is necessary in order to fill a position with a qualified applicant and may not necessarily reflect actual experience or education.

STEPS	BA/S	BA/S+15	BA/S+30	BA/S+45	MA/S	MA/S+15
0	\$46,613	\$47,050	\$47,487	\$47,924	\$48,924	\$49,361
1	\$47,050	\$47,487	\$47,924	\$48,361	\$49,361	\$49,798
2	\$47,487	\$47,924	\$48,361	\$48,798	\$49,798	\$50,235
3	\$47,924	\$48,361	\$48,798	\$49,235	\$50,235	\$50,672
4	\$48,361	\$48,798	\$49,235	\$49,672	\$50,672	\$51,109
5	\$48,798	\$49,235	\$49,672	\$50,109	\$51,109	\$51,546
6	\$49,235	\$49,672	\$50,109	\$50,546	\$51,546	\$51,983
7	\$49,672	\$50,109	\$50,546	\$50,983	\$51,983	\$52,420
8	\$50,109	\$50,546	\$50,983	\$51,420	\$52,420	\$52,857
9	\$50,546	\$50,983	\$51,420	\$51,857	\$52,857	\$53,294
10	\$50,983	\$51,420	\$51,857	\$52,294	\$53,294	\$53,605

### Compensation for Change in Level of Education:

In order for a teacher to receive compensation for advancing toward a new degree or completing additional course work and reaching either 15 or 30 credits above a degree, a teacher must verify that the required number of credits to effectuate the level change must have been received prior to the beginning of the school year for which the compensation will occur. For each level change, 100% of the credits must be graduate credits; a flat stipend of \$1,000.00 will be paid out for each level change. Should the District request a teacher to acquire credits outside the current teaching area, the certification area requirement shall be waived. {All credits earned prior to July 1, 1998, shall apply for level change purposes; thereafter, only credits earned in compliance of this policy shall be credits for level change purposes}. Teachers anticipating changing levels for the subsequent school year shall notify the Superintendent, in writing, no later than September 1 of the new school year, of their anticipated level change. Failure by a teacher to notify the Superintendent on or before September 1 shall mean said teacher cannot claim this level change until the following school year. Compensation will be earned as follows:

- ♦ \$400 to the salary for reaching BA/S+15 or BA/S+30 or BA/S+45 status

- ◆ \$1000 to the salary for completing a Master's degree
- ◆ \$400 to the salary for reaching Masters+15 status
- ◆ \$1000 stipend will be given for reaching (BA/S+15, BA/S+30, BA/S+45, MA/S, MA/S+15)

#### Compensation for Longevity:

When a teacher has been with the district 5 years they will receive a \$500 compensation added to their salary for their next contract, and every 5 years thereafter, the rate increases to \$1,000.

#### Compensation for early notification of retirement/resignation:

Teachers who plan to retire/resign at the end of the present school year will receive compensation if notification is received by January 1 under the following terms:

- Retirement: \$500 paid in May
- Resignation: \$250 paid in May

#### Part-Time Employees:

A new employee who is less than full time shall be placed on the hiring salary schedule and will receive salary and fringe benefits proportionate to the amount of time employed as compared to a full-time contract. Current employees will receive salary and fringe benefits proportionate to the amount of time employed as compared to a full-time contract.

#### Paycheck Installments/Payday:

Employees shall receive their paychecks in equal installments over a twelve-month period. Employees shall be paid on the 15<sup>th</sup> of each month. If the 15<sup>th</sup> falls on a Saturday or Sunday, the payday shall be the previous Friday. Pay dates shall begin with September.

#### Combination Classrooms and Extra Teaching Assignment:

In combination elementary classrooms, a teacher will receive \$1000.00 per semester for each additional grade level taught. High school and middle school teachers will receive \$1000 per semester for teaching an extra class on the schedule. The extra class is above the required five (5) courses, or the equivalent of, deemed as a full day. Should a teacher decide to teach more than one (1) extra assignment, they would receive an additional \$1500 per semester. This does not include independent study courses.

#### Compensation for lost Prep Time (PreK-12 staff)

When a staff member loses prep time during scheduled PE, music, band, or other non-content specific courses OR they are asked to use prep time to cover another staff member's class, they can keep track of that time and "bank" it. Once it accumulates to equal a full eight (8) hour period, they can use that time as an extra personal day. The day must be approved by the office, and it must be used within that school year, or it will be lost.

#### Shared/Traveling Teachers:

Each shared teacher that travels to Woonsocket and those going to the Colony from Forestburg on a daily or every other day basis for at least a semester will receive \$700 per semester extra for traveling.

### Retire/Rehire:

A teacher who has met the Rule of 85 (combination of age and years of experience) can retire and may reapply to the Sanborn Central School Board to be rehired. There will be complete severance from the date of retirement to the date of rehire. Such teacher will lose all accumulated leave and will be considered a new employee for benefits and will be credited with a minimum of 10 years' experience for placement on the hiring schedule.

### **TIME OF CONTRACT ISSUANCE**

Contracts are to be issued by May 1<sup>st</sup>. Irrespective of the status of negotiations, provided that should the contracts be issued prior to the completion of the negotiations process, said contracts will be amended to reflect such changes as may result from the negotiations process. A letter of intent to be rehired will be given to the staff in February and will have a return date of March 1.

### **IN-SERVICE**

The district will pay only those days of in-service that are required by the administration and are not included in the regular contract.

### **FAMILY INSURANCE**

The district shall pay \$700.00 towards employee's monthly health insurance premium. Teachers on a less than full-time teaching contract shall receive this benefit in the same proportion as their employment is to a full-time contract. Retirees of the district may continue with the school insurance pool with the stipulation they pay their own premium, if allowed, and terminate the privilege when eligible for Medicare. Payments must be received at the school business office by the first day of each month or coverage will be terminated.

The board shall have the exclusive right to choose the insurance carrier and program. The teacher's association shall review the insurance program and coverage on an annual basis and give its recommendations, in writing, to the board for the board's consideration. The teacher's association shall be notified of any potential changes which may affect coverage as a result of Board decisions or insurance carrier decisions; said notice shall be given to the President of the teacher's association.

### **DENTAL INSURANCE**

The district shall pay \$12.32 towards employee's monthly dental insurance premium. Teachers on a less than full-time teaching contract shall receive this benefit in the same proportion as their employment is to a full-time contract.

The board shall have the exclusive right to choose the insurance carrier and program. The teacher's association shall review the insurance program and coverage on an annual basis and give its recommendations, in writing, to the board for the board's consideration. The teacher's association shall be notified of any potential changes which may affect coverage as a result of Board decisions or insurance carrier decisions; said notice shall be given to the President of the teacher's association.

## VISION INSURANCE

The district has provided an option for staff members to purchase vision insurance. The premium for this policy is covered 100% by each staff member who would select to add this coverage. The same application of procedure for health insurance applies with the vision insurance option.

## WORKER COMPENSATION

In the event a teacher is eligible for worker compensation disability benefits to compensate for lost wages, the teacher shall, at his/her option, receive either sick leave pay, or worker compensation pay. Should the employee choose to receive sick leave pay, sick leave days shall be deducted during the period of absence and the amount of worker compensation salary benefits received by the employee shall be deducted from the employee's monthly paycheck. Any payments from worker compensation, other than those to replace salary, shall be retained by the teacher. Should the teacher not elect to take sick leave benefits and receive only worker's compensation benefits, the period of absence will be considered as unpaid leave and there will be no deduction in the number of employee's accumulated sick leave days. The employee shall keep the business office informed as to the amount of salary benefits received through worker's compensation.

## EXTRACURRICULAR PAY SCHEDULE

The teacher shall have the option of receiving the monies in ten (10) monthly installments or the total amount at the end of the contract period.

Activity:	Salary:
District AD	\$5,200.00
Head BBB/GBB	\$5,200.00
Head Football	\$5,314.00
Head Volleyball	\$5,200.00
Head Track: Boys & Girls	\$4,565.00
Head Golf: Boys & Girls	\$4,565.00
Head Cross Country: Boys & Girls	\$3,700.00
Assistant BBB/GBB	\$4,280.00
Assistant FB	\$4,355.00
Assistant Volleyball	\$4,280.00
Assistant Track	\$3,700.00
Assistant Golf	\$3,700.00
Middle School FB	\$4,355.00
Middle School BBB/GBB	\$3,350.00
Middle School Volleyball	\$3,350.00
Middle School Track	\$2,850.00
5 <sup>th</sup> / 6 <sup>th</sup> BBB/GBB	\$2,200.00
5 <sup>th</sup> / 6 <sup>th</sup> Volleyball	\$2,200.00
Speech & Debate Advisor	\$2,200.00
Prom Advisor	\$2,000.00
FFA Advisor	\$4,075.00

K-12 Vocal Music	\$3,055.00
MS/HS Band	\$3,350.00
High School Yearbook	\$2,500.00
Oral Interpretation Coach	\$2,250.00
National Honor Society Advisor	\$1,200.00
HS Student Council	\$1,200.00
MS Student Council	\$800.00
Summer Open Gym	\$3,000.00
Cheerleading Advisor (BB)	\$1,700.00
Football Cheerleading Advisor	\$1,500.00
Multimedia/Live Ticket Advisor	\$2,600.00
Senior Project Coordinator/Advisor	\$1,600.00
Dual Credit Coordinator	\$900
Testing Coordinator	\$900

## NEGOTIATION HISTORY

1998/1999 - Negotiations added \$1,000 to base, received lane change, step froze.

1999/2000 - Negotiations added \$300 to base, increased lane change for MA to \$1,000, and received step or lane change.

2000/2001 - Negotiations added \$1,450 to base, received step or lane change, \$100 bonus one time only to each teacher. Agreed to pool bonus for the stepped out teachers: Barbara Coulthard \$540; Rich Danek \$540; Tim McCain \$540; Kelly McClane \$540; and, Linda Whitney \$540.

2001/2002 - \$1400 added to base, received lane change. Agreed to a two year salary schedule of \$1400 added to base, plus lane change for 2002-2003.

2002/2003 - All salaries were frozen at the 2002-2003 level

2003/2004 - All salaries were frozen at the 2002-2003 level. \$33 increase in Insurance.

2004/2005 - \$700 was added to the base and a step was added in the BA+15, BA+30, MA, and MA+30 lanes. Received lane change and also added dental insurance with the district paying \$12.32 towards the premium.

2005/2006 - \$300 was added to the base and a step added in the same lanes as last year. Received step/lane change and added \$20 to insurance.

2006/2007 - \$400 was added on the base, steps were frozen, received lane change, and all received an \$800 signing bonus stipend.

2007/2008 - Eliminated the salary schedule for current teachers. A hiring schedule with a \$26,200 base will be used for new hires. \$1070 was added to salary and \$20 to insurance. 5% added to all extracurricular salaries.

2008/2009 - Added \$600 to the salary, \$35 per month for health insurance, 5% to all extracurricular salaries, a BA+45 level, changed buy-back to \$35 per day, and also added HS Student Council.

2009/2010 - \$568.25 signing bonus, \$65 per month for health insurance, stipend of \$1500 for summer open gym, raised 6<sup>th</sup> assignment pay in HS to \$550 per semester; increased summer school pay to \$20 per hour; increased number of personal days a teacher can carry over to the next year to 2 days; increased buy back to \$40 per day.

2010/2011 - \$500 signing bonus, \$25 per month for health insurance, raised 6<sup>th</sup> assignment pay in HS to \$600 per semester, increased extracurricular pay and added cheerleading advisor MS Student Council, and changed the evaluation language to reflect SB 24.

2011/2012 - \$285 signing bonus, \$20 per month for health insurance, changed evaluation

language/extr assignment/and delete technology assistance section, increase extra assignment to \$1000.

2012/2013 - \$2000 raise to the base, \$55 per month for health insurance.

2013/2014 - \$1350 raise, health insurance option added, increased/revised extracurricular pay, and combination classrooms to \$1000 per semester for each additional grade level taught.

2014/2015 - \$1200 raise, added longevity compensation of an additional \$500 compensation starting now for those that have been with the district at least 5 years and teachers are eligible again every 5 years thereafter for an additional \$500 compensation, deleted game officiating and volleyball line judge from extracurricular pay schedule.

2015/2016 - \$1275 raise, added early retirement/resignation compensation language.

2016/2017 - \$4000 raise, raised most extracurricular salaries, added \$1000 for shared teachers.

2017/2018 - \$250 raise, stay in insurance pool including the \$25,000 payment, \$200 raise to shared extra duty salaries and \$100 to SC only salaries, added minute for minute banking of time for elementary staff to compensate for lost prep time.

2018/2019 - \$1000 raise to the base, \$50 increase to extra duty salaries, sick bank verbiage added

2019/2020 – Received a 2.3% increase to their salaries. The base was also given a 2.3% increase moving to \$38,746. The usage cap for the sick bank was increased from 15 to 20 days. District employees will receive a family activity pass. Created a 5<sup>th</sup>/6<sup>th</sup> grade volleyball position. The buy-back rate for sick days increased from \$40 to \$50. \$50 was added to all extra duty contracts.

2020-2021 – Received a \$900 increase to salary and base. Change to eliminate differentiation between separate sick and personal leave. Every staff member is granted 13 leave days per year with the 5 day per single use cap in place. Sick Bank will continue to be in use.

2021-2022 – Received a 2.5% increase to each teacher's salary. Added the 2.5% increase to the hiring schedule (this practice will be review annually per the staff's request). \$100 was added to each extra duty assignment. Increase extended school year pay per hour from \$20 to \$25.

2022-2023 – Received a 6% increase to each teacher's salary. Increased \$100/month the district's contribution towards insurance (\$600/month). \$100 was added to each extra duty assignment. 5% increase was added to the hiring schedule.

2023-2024 – Received \$2,500 salary increase. \$200 increase to all extra duty assignments. Increased \$100/month the district's contribution to insurance (\$700/month). \$750 bonus was given. \$30 per trip to all activity sponsors and/or coaches for driving to an event/practice. Longevity bonus increased to \$1,000 after the 10<sup>th</sup> year in district. Retirement benefit – Max 50 day sell back, \$100 per day capped at \$5,000. MS & HS staff can accumulate time for covering classes of other staff, up to 8 hrs to be used in that school year and cannot be sold back or rolled over.

2024-2025 – Received 4.25% increase in salary. Rescinded \$30 driving pay that was negotiated during 2023-2024 negotiations and replaced driving pay with an extracurricular raise that used the amount of time driving and time outside of school. The raises varied depending on said circumstances but every extracurricular received at least a \$100 stipend raise. Positions that earned more than \$100: Varsity head and assistant coaches earned a \$1,000 raise. Athletic Director, cheerleading advisor, JH, and 5<sup>th</sup>/6<sup>th</sup> coaches earned \$500 raises. FFA advisor earned \$200. Travel for shared teachers who are Sanborn Central employees increased from \$600 a semester to \$700. Retirement benefit- Kept 50-day max sell back at \$100 but added \$50 a day to the remaining 12 days that a teacher can hold (62 days). Extended summer teacher's hourly wage increased to \$30 per hour. Teachers will now receive 7 maternity days and 2 paternity days on top of PTO to be used only once in a calendar year.

## LIQUIDATED DAMAGES

If an employee submits the letter of resignation and appropriate sum to the district between June 1<sup>st</sup> to June 30<sup>th</sup>, the sum of \$750.00 shall accompany the letter of resignation; if the letter of resignation is submitted between July 1<sup>st</sup> and July 31<sup>st</sup>, the sum of \$1,000.00 shall accompany the letter of

resignation; if the letter of resignation is submitted between August 1<sup>st</sup> and prior to the date the teachers are to report for preschool in-service, the sum of \$1500.00 shall accompany the letter of resignation; if on or after the 1<sup>st</sup> day of preschool in-service, the sum of \$2,000.00 shall accompany the letter of resignation. It is hereby agreed that the amounts herein provided are presumed to be the damage for breach of obligation where it is impractical or extremely difficult to fix actual damage, pursuant to SDCL 53-9-5, and is not meant to be construed as a penalty.

Should the requested release of a teacher's contractual obligations be due to illness, transfer of a spouse's employment or death in the family requiring the teacher to leave, the Board may waive the liquidated damages as set forth above.

Any payments from Worker Compensation, other than those to replace salary, shall be retained by the teacher. Should the teacher elect not to take sick leave benefits and receive only Workers Compensation benefits, the period of absence will be considered as unpaid leave and there will be no deduction in the number of the employee's accumulated sick leave days.

## LEAVE POLICIES

### Leave Options:

At the beginning of each school year, each teacher shall be granted a thirteen (13) day leave allowance, which may be used in whole or in part during that year for absences caused by illness, physical disability or personal. The unused portion of the thirteen (13) day allowance shall accumulate from year to year up to a maximum of sixty (62) days. Absence due to pregnancy related disability shall be treated as leave and/or temporary disability. If a teacher's accumulative leave is used and the teacher is still ill, the teacher may be granted unpaid leave. The Superintendent shall have the right to request and receive verification from the individual's physician. Any remaining leave days received only during the current school year may either be sold back for \$50.00 a day or accumulated. When a staff member retires (Rule of 85), he/she has the option to sell back accumulated leave at \$100 per day, up to a maximum of 50 days accumulated. The remaining 12 days of the allotted 62 can be sold back for \$50 per day.

### Catastrophic Illness Leave:

A voluntary catastrophic illness leave bank will be established for all contributing teachers under the following conditions and provisions:

1. Each staff member shall contribute to the bank as agreed to by the majority of the Teacher Association members to keep the bank at its maximum of sixty (60) days. Those employed at the beginning of the school year shall notify the Business Office within fifteen (15) days of their employment of their intention to participate or not to participate.
2. Teachers may request days from the bank for long-term extended illness or disability of the teacher, spouse, children, parents, and parents-in-law. Use of bank days will not begin until after a teacher's accumulated leave days have been exhausted, at which time the participating teacher may draw up to 20 days or up to the total number of days in the bank if less than fifteen (15).
3. Administration of the bank shall be handled by a committee of two members of the association and one board-appointed administrator. Requests for use of the bank shall be made to the committee

and shall be supported by a written statement from the teacher's physician. A unanimous decision must be reached. The committee's decision may be appealed to the school board.

4. Days in the bank shall be withdrawn on a first-come, first-serve basis and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over the next contract year.

5. Only contributors may withdraw days.

6. A sixty (60) day cap on the bank will be established. In the event that the sick bank is capped out, only those who have not contributed to the capped bank need to contribute one sick day to join.

7. If an employee has a catastrophic illness or situation arise and they exhaust their leave as well as depleting their sick bank allotment, other staff members are permitted to donate leave from their own compiled leave to the individual who has exhausted theirs. The stipulation for donating leave to another employee is that the donating person must have a minimum of twenty-five (25) left in their bank once leave has been donated (if you do not have more than 25 days banked then you would not be eligible to donate).

#### Compassionate Leave:

Leave for serious illness or death of someone in the employee's immediate family (which is defined as mother, father, children, step-children, spouse, brother, sister, parent-in-law, brother or sister-in-law, grandparents, grandparents-in law, or grandchildren) or close personal friend. Compassionate leave is to be deducted from Paid Time Off (PTO).

#### Bereavement Leave:

Up to five days per occurrence, to be deducted from PTO, may be granted in the case of death in the teacher's immediate family. Teacher's immediate family is to be defined as parent, children, stepchildren, spouse, sister, brother, parent-in-law, brother or sister-in law, grandparent, grandparent-in-law and grandchildren. The Superintendent may grant the leave request at his/her discretion following a written request submitted by the teacher.

#### Maternity/Paternity Leave:

At the time of birth, an employee will be granted 7 consecutive maternity days or 2 consecutive paternity school days. Maternity/Paternity days are permitted once in a calendar school/fiscal year (July 1-June 30). (A birth after the last day of school up to June 30<sup>th</sup> will not receive the leave days). The superintendent/school board have the final approval of leave granted for special circumstances.

NOTE: By Federal Law- employees may have up to 12 weeks unpaid maternity/Adoption/Foster Care leave.

#### Unpaid Leave of Absence:

The Superintendent may grant additional leave at no pay, upon the request from the teacher, up to five days. Additional unpaid leave may be granted by the Board of Education.

Jury Duty:

Teacher(s) may serve on jury duty. The deduction for the absence shall be the amount of the fee received for the jury duty. Mileage paid to the teacher shall be retained by the teacher.

Professional Leave:

Professional leave may be granted each year. Professional leave shall be defined as a day taken by the instructor to pursue activities related to his/her field of teaching. Examples of those activities include workshops, seminars, observation and taking classes. The Superintendent may also excuse the teacher for professional leave for professional activities that the superintendent deems may benefit the school district. A minimum of one (1) professional day will be granted to each teacher upon request each year with the stipulation that the teacher will provide a summary of the professional development opportunity to the administration within one week of attendance.

## EMPLOYMENT STATUS

Suspension and Dismissal:

The Board recognizes the inadequacies of “crises reaction” and the importance of expert legal counsel in the area of suspension and dismissal for any employee. In the event of an emergency situation, the employee may be suspended by the Board of Education, with pay, from responsibilities, pending a hearing in executive session before the Board. The Board hearing will be held within fourteen (14) days of the notice of suspension being received by the employee. Upon mutual agreement of the employee and Board, the time frame in which the hearing shall be held may be extended. At the Board hearing, the Board shall receive such evidence as may be presented by the Superintendent and the teacher. Both parties shall have the right to representation at the hearing. Based on the evidence at the hearing, the employee may be reinstated, or the contract of the employee may be terminated pursuant to SDCL 13-43-6.1. Should an employee be suspended with pay, it is done for the purpose of maintaining a proper learning environment for students. The notice of suspension shall include the reason for suspension and the date, time and location of the Board hearing relative thereto.

Non-renewal /Termination of Teaching Contract:

Procedures for non-renewal and termination of contracts of certified staff employees as set forth in SDCL 13-43 shall be followed by the Board/District.

Staff Reduction:

In the event the School District’s Board of Education determines that a staff reduction is necessary, the following procedures will be observed – in the order listed.

1. An effort shall be made to affect the reduction through normal attrition.
2. Positions held by persons with less than full certification for their current teaching assignments (defined as a holder of Authority to Act as a Substitute or Limited Certificate), shall be deemed open if the position is desired by a fully certified teacher who has been notified that that teacher’s position has been reduced.

3. In the event that a teacher's position is terminated due to staff reduction, the Board of Education will determine which teachers are to be released using the following criteria: (a) student needs; (b) performance evaluation; (c) accreditation standards (state, federal and NCA); (d) certification endorsements; and, (e) professional preparation and experience in this or similar position.

4. For the purpose of the policy, the effective date of the recall privileges shall be from the date of the final Board action on non-renewal based upon a reduction-in-force to the end of the fiscal year (June 30<sup>th</sup>). If, during this time a vacancy occurs in the grade, subject area and activities in which a teacher whose contract was non-renewed as a result of a reduction-in-force had been teaching or is qualified to teach, re-employment shall be extended to the teacher. When more than one staff member has recall privileges through the same fiscal year, and is qualified for the open position, the Board may consider, among other things, recommendations of administrative staff, qualifications, years of service and education background, in selecting the person to be hired. A recalled teacher shall retain previously accumulated sick leave benefits and retain their previous position on the salary schedule.

5. Recall privileges shall cease when a 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 this twenty (20) day period shall commence the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district.

Grievance Procedure:

1. The definition of Grievance shall be that as identified in SDCL 3-18-1.1.
2. The teacher will present a grievance to the principal in writing within fifteen (15) calendar days from the time the teacher knew or should have known of the circumstances causing rise for said grievance.
3. If the grievance is not resolved at level (2) within fifteen (15) calendar days after the principal has received the grievance, the teacher may present the grievance, in writing to the Superintendent of Schools, the same to be completed within thirty (30) calendar days from the time the grievance was filed with the principal.
4. If the grievance is not resolved at the Superintendent's level within fifteen (15) calendar days of the Superintendent receiving said grievance, (3), the teacher may present the grievance in writing to the Board of Education. The Board of Education will hear the matter giving rise to said grievance at the next regularly scheduled Board meeting. The Superintendent and teacher shall be present at the executive session held relative to said grievance and shall have the right to be represented at this hearing. The Board shall issue its decision, in writing, within fifteen (15) calendar days of the meeting.
5. The time limits, above, may be extended by mutual agreement, by the aforementioned parties.
6. The teacher may appeal the decision of the board to the South Dakota Department of Labor should the teacher feel aggrieved by the Board's decision.

Signed/Ratified on May 13<sup>th</sup>, 2024, by:

Krista Moore

Krista Moore, Chief Negotiator  
for the Teacher's Association

Megan Wilson

Megan Wilson  
Teacher's Association

Todd Welch

Todd Welch  
Teacher's Association

Clayton Dean

Clayton Dean, Chief  
Negotiator for the Board

Mark Goral

Mark Goral  
Board

Corey Flattner

Corey Flattner  
Superintendent of Schools