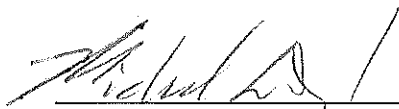


ANDES CENTRAL SCHOOL DISTRICT 11-1

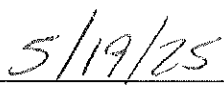
Lake Andes, South Dakota 57356

Negotiated Agreement

For the 2025-2026 School Term



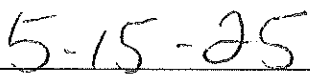
President, Mike Dangel
Board of Education
Andes Central School District 11-1



Date



President, Sara VanZee
Andes Central Teachers' Association



Date

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PREAMBLE

This agreement is entered into by and between the Andes Central School District #11-1, by and through the president of the school board, hereinafter referred to as either the “Board” or “District” and the Andes Central Teachers’ Association, by and through its designated and authorized representative, hereinafter referred to as “Association.” The teachers who will be subject to terms and conditions of

this agreement shall be referred to herein as "*employees*" or "*teachers*." References to the parties herein in the singular shall include the plural and vice versa.

For the purposes of this agreement elementary refers to grades Pre-K-5 as well as K-8 colony schools. Secondary refers to the 6-12 grade levels (middle school and high school.)

ARTICLE I – Negotiation's Procedure

The parties to this agreement hereby expressly agree that all negotiations relative to this agreement shall be in good faith and conducted in accordance with the applicable laws of the State of South Dakota as set forth at SDCL 3-18. All negotiations shall be conducted in closed sessions unless otherwise mutually and unanimously agreed upon by both parties. If agreement is not reached through negotiations, either party may declare to the other in writing that an impasse exists and call for mediation pursuant to SDCL 3-18.

ARTICLE II – Recognition

The Andes Central School Board, hereinafter "*employer*," hereby recognizes the Andes Central Teachers' Association (SDEA/NEA), hereinafter "*Association*", as the exclusive representative for all teachers certified by the South Dakota Department of Education, excluding business managers, superintendents, principals and other administrators, whether under contract, on leave, full or part time, employed or to be employed, for the purpose of collective bargaining on all matters affecting wages, hours, salary, grievance procedures, and other mandatory and permissive terms and conditions of employment.

ARTICLE III – Employment Security

A teacher who resigns his/her position (including extra-curricular positions) will be assessed liquidated damages on the following schedule:

- From signing of contract until April 30th: 1.5% of total contract amount;
- May 1st through May 31st: 2.5% of total contract amount;
- June 1st through June 30th: 3.5% of total contract amount;
- July 1st through July 15th: 4.5% of the total contract amount;
- July 16th through July 31st: 5.5% of the total contract amount;
- August 1st through the end of designated contractual obligation: 6.5% of the total contract amount.

After signing a contract, liquidated damages of 10% will be assessed any time a teacher resigns from only his/her extracurricular position.

When damages are paid, the teacher will be released from his/her position. The above-liquidated damages shall not be assessed if the release request is due to personal illness, family illness, or in the event a spouse is relocated within his/her existing organization.

ARTICLE IV – Association Rights

A. MEETINGS, NOTICES, AND GENERAL INFORMATION

When not in conflict with regular school activities the Association shall be granted the right to the following:

1. The use of school buildings for meetings.
2. The use of school mailboxes and bulletin boards in the teachers' lounge for the purposes of internal communications.
3. The use of school equipment.
4. The District agrees to furnish to the Association information relating to the financial and educational operations of the school district. Such information shall be furnished within ten (10) calendar days of receipt of request by the Association.
5. The Association shall be placed on the agenda for all regular Board of Education meetings and shall have the right to report.

ARTICLE V – Employment Conditions

A. SCHOOL CALENDAR

A committee comprised of elementary, secondary, and administrative representatives shall formulate the school calendar options that will be presented to the Board for consideration. The calendar shall not exceed 178 days. Alterations to the school calendar may be made in the event of inclement weather or in the event the board deems it necessary, providing the change is made as least 7-calendar days prior to the change.

Administration will identify contract days and work schedules for those staff members with extended contract days.

The master calendar will be kept current, and all scheduled events will be transferred to the calendar in the superintendent's office, and to the following locations in each building: the principal's office, the secretary's office and the teachers' lounge.

B. SCHOOL DAY

Teachers are required to remain on school premises during school hours, which are 7:30 a.m. – 4:00 p.m. Permission to leave the school grounds should be obtained from the principal or superintendent. The teacher is free to leave during the lunch period unless assigned to some duty.

C. PREPARATION PERIODS

Secondary teachers who have primary planning and instructional responsibility for a minimum of three (3) full class periods per day shall be provided with a daily preparation period. Secondary teachers will be paid \$12 per time when they must cover classes due to no substitute being available. However, this will only be paid if they give up planning time and not study halls.

Elementary teachers shall be provided a preparation period each day that their students receive instruction in art, music, or P. E. In the event a substitute teacher is not hired when the art, music, or P.E. teacher is absent, teachers will be paid \$12 per preparation period lost.

Preschool teachers will be allotted an equitable amount of preparation time as elementary teachers (up to 12 hours/month.)

Teachers who work in colony schools will have scheduled plan time of one (1) hour per school week.

All vouchers are to be presented to the Business Office for payment at the end of each month.

D. LUNCH PERIOD

A lunch period of not less than twenty (20) minutes shall be provided during each school day in the elementary school and not less than twenty (20) minutes in the middle/high school, in accordance with a schedule prepared by the school administration. The above does not mean that teachers may not be assigned lunch duty.

E. PROFESSIONAL STAFF IN-SERVICE

The District shall conduct an annual program of in-service education and staff development for all certified staff. The development of the in-service plan shall include participation by both elementary and secondary teachers. The administrators will work together to develop in-service time. One Friday per month will be designated for staff in-service education.

F. PROFESSIONAL CONCERNS

A committee consisting of administrators, officers of the Teachers' Association or their designees will mutually agree to meet to discuss problems and concerns that arise in the district.

G. QUALIFICATIONS

All teachers employed by the district shall meet the qualifications as stated by the state of South Dakota and Department of Education.

H. TICKET SELLING

The schedule for selling tickets will include all events at the beginning of the school year. All first-round district events that could possibly be hosted by Andes Central will also be included on the list. It will be

the responsibility of staff scheduled for an event to either sell tickets at that event or find a person approved by the administration to replace them for that event.

ARTICLE VI – Employee Compensation

A. HIRING AND SALARY SCHEDULE PLACEMENT

The Andes Central School Board will utilize a hiring schedule to determine starting wages for new employees. The Board, however, reserves the right to offer other incentives to qualified teachers.

Newly hired employees shall be placed on the hiring schedule at the discretion of the Board of Education with consideration given for years of experience in other public or private accredited education institutions. An employee employed for less than full time shall be placed on the schedule proportionate to the amount of time employed.

B. LANE ADVANCEMENT

The salary lane advancement for education experience shall be granted upon the completion of necessary additional credit hours beyond the Bachelor's Degree or Master's Degree. To move from BA to BA+15 salary lane, credit hours shall consist of graduate hours. Compensation for this movement will be set at 105% of the established hiring BA base. A move to the Master's Degree column will establish compensation at 112.5% of the established hiring BA base. The salary lane MA+15 shall not be granted until a Master's Degree has been earned. Verification of these credits shall be by an official grade report, or a signed document by the instructor, or an official transcript of the higher education institution. The amount of compensation for this movement will be set at 115% of the BA base.

The superintendent shall be notified by March 15th of an employee's future plans for salary lane advancement. Official notice of additional graduate hours to entitle the employee to advance salary lane placement for the entire school year shall be submitted prior to August 1st.

Employees working toward the MA+15 salary lane must acquire prior approval of the superintendent. Courses are to be related to the teaching assignments. The fifteen (15) hours must be graduate courses and must be earned after the employee obtained the Master's Degree.

The graduate hours earned will be approved or denied by the superintendent. The hours need to be related in some manner to the teacher's assignment.

C. EXTRA DUTIES

Extracurricular salary shall be as set forth in the *Appendix* which is attached to and incorporated into this agreement.

Employee may elect to have his/her extracurricular salary paid by choosing one of three options: Option 1 – twenty (20) equal payments, or Option 2 – twenty-four (24) equal payments, or Option 3 – one (1) lump sum. The option of a lump sum payment will be paid as follows. If the activity concludes by the 5th of the month, the extra duty pay will be paid on the 20th of the same month. If the activity concludes on the 6th or later in the month, the extra duty pay will be paid on the 20th of the following month. An exception can be made for a certified staff member who is retiring, or the activity concludes after June 5th.

The Board shall be solely responsible in deciding whether to hire an assistant or not.

Junior class advisors shall be assigned the extracurricular position of concession supervisor. The salary for the concession stand supervisor shall be paid on a per event basis as reflected in the *Appendix*. The concession supervisor will be compensated only for the events that he/she is required to work. Should a concession coordinator be hired to assist/oversee concession operations, that person shall be paid according to the *Appendix*. If the concession coordinator position is not filled, the amount designated for this position will be added to the concession supervisor position and will be distributed as outlined above. The duties that are outlined for the concession coordinator will also become the responsibility of the concession supervisor. Should another organization or club be approved to run the concession stand as a fund raiser, the junior class advisors will not be required to be in attendance.

D. COMPENSATION FOR LEAVE OF ABSENCE DUE TO MILITARY SERVICE

Regulations regarding wages and benefits are found in district policy manual under GCBDD.

E. VOLUNTARY SEPARATION

After twenty (20) years of experience with the last consecutive fifteen (15) years in the Andes Central School District, any certified employee whose age and years of experience add up to 85, and who has not reached his/her federal social security retirement age, may elect to take voluntary separation. These individuals would receive a one-time payment equal to 70% of their present teaching salary.

Payment of the net amount benefit will be in one (1) payment on the first pay period in July of the separation year. The individual wishing to voluntarily separate shall make the application to the superintendent prior to March 15th the year in which separation will commence. Salary shall be defined as the present contract salary of the teacher electing voluntary separation, exclusive of extracurricular payment where the teacher has not directed the activity for five (5) years.

In the event a teacher entitled to a benefit under this policy shall die while all or part of the benefit is unpaid, the unpaid benefit shall be paid to the beneficiary designated in writing by the teacher. If no beneficiary is named, the unpaid benefits shall be paid to the estate of the deceased teacher.

The eligibility criteria listed above shall be met by September 1st following the last year of active teaching.

A formal agreement must be signed by the retiree and the Board of Education.

This voluntary separation policy shall not apply to any certified employee hired after the conclusion of the 2009/2010 school year. This policy will sunset on June 30, 2024.

Employees who meet the eligibility criteria by June 30, 2024, may elect to exercise this benefit after June 30, 2024, but prior to reaching the federal social security retirement age.

F. INCENTIVE/REWARDS

An employee shall receive a lump sum bonus of \$1,000.00 if said employee has not taken leave of any type during the first semester of the school term. This compensation shall be paid in the second pay

period of January 2026. An employee shall receive a lump sum bonus of \$1,000.00 if said employee has not taken leave of any type during the second semester of the school term. This compensation shall be paid in the second pay period of June 2026. Exceptions to the above provisions include mandated jury duty or military service. This incentive/reward is effective for the 2025-2026 school year only.

ARTICLE VII – Fringe Benefits

The District will participate in a group health insurance program and contribute no more than \$922 toward the cost of a single premium.

If an employee chooses to participate in an HSA plan, the District will contribute the difference between the HSA single plan premium and the contribution amount listed above.

The District will pay the cost of the base term life insurance plan for each employee.

ARTICLE VIII – Leaves

All employees taking leave will be required to submit a leave request at least one (1) working day (minimum of 24 hours) prior to the leave date. In the case of sick leave or leave that is taken in the event of an emergency, the leave form shall be completed immediately upon return to work by the employee.

A. SICK LEAVE

Employees will be paid full salary during sick leave.

1. Sick Leave Defined:

- a) Provided that leave has been accumulated, sick leave shall be used for any illness of an employee that necessitates home rest, hospitalization, and visits to a doctor or a dentist that cannot be scheduled on a non-school day.
- b) Provided that leave has been accumulated, an employee may use up to fifteen (15) days for serious illness or accident of a spouse or child.
- c) Provided that leave has been accumulated, an employee may use up to ten (10) days for what would be considered critical illness or accident in the immediate family. Under this section immediate family is defined to include child, mother, father, sister, brother, or grandchild of employee or employee's spouse. The administration will make the determination if the leave requested is of critical nature. Under extenuating circumstances, the administration may authorize leave time that is not specifically defined here.

2. Number of days of sick leave:

- a) Certified employees ten (10) days, accumulative to sixty (60).

3. Bereavement leave:

- a) An employee shall be paid in full salary during bereavement if sufficient sick leave days have been accumulated. Up to ten (10) days may be used per year, but only up to five (5) days for any one (1) occurrence. This leave is to be used for the purpose of a death in the family of an employee or their spouse or when acting as a pallbearer. For definition purposes here, family members include children, spouse, brother, sister, wife or husband of brother or sister, brother or sister of spouse, parent or grandparent of the employee or spouse; further family include uncle, aunt, nephew or niece, of employee or spouse. Days will be subtracted from sick leave. Under extenuating circumstances, the administration may authorize leave that is not specifically defined here.

B. SICK LEAVE BANK

The following policy on a "Sick Leave Bank" shall be established for teachers and participation is voluntary:

1. The maximum number of days in the bank is sixty (60). In the event that replenishment is not fully achieved with new member contributions, existing members will replenish the bank through additional contributions (at the beginning of the year). Multiples of one-half days will be taken from each returning consecutive member. Maximum amounts taken from each individual may not exceed two (2) days.
2. The ACTA is to provide the superintendent with a "Sick Leave Teacher Committee," indicating the chairperson of the committee.
3. The committee shall solicit all teachers for participation in the sick leave bank, and shall provide the information to the business manager within the first 2 weeks of the 1st contract day.
4. Each request shall be from one-half to ten (10) days but cannot exceed one-half the days on balance in the bank at the time of request. There shall be no limit to the number of requests submitted by an individual. Each request must be submitted in writing immediately prior to the dates requested but will not be acted upon by the committee until the time of need. In an emergency, a person may be allowed to submit a request within a week subsequent to the time of need. No days will be granted until his/her own sick leave and personal leave days are used entirely.
5. Days distributed will be on a need basis and must be accompanied by a current physician's statement indicating the specific number of days needed. Each request must be accompanied by an updated physician's statement and submitted on an approved sick leave bank form.
6. Each request from the bank must be in writing and must acquire approval of both:
 - a) The sick leave committee, and
 - b) The superintendent and two members of the school board.
7. Teachers who were not members the previous year must contribute two (2) days of his/her sick leave days. These days will be used first to replenish the sick leave bank.
8. At semester time the sick leave bank committee may look at the number of days remaining in the sick leave bank. If the bank has twenty (20) days or less, the participating certified staff may have the option to voluntarily donate up to two (2) additional days into the bank, but the total number of days may not exceed sixty (60) days. Notification will be given to the business office no later than two (2) weeks after the start of the second semester if additional days are added.
9. A certified teacher must teach at least half time to qualify for the sick leave bank. The individual must contribute one day to be eligible and will only be granted 50 percent of the days available in the bank.

10. Illness/injury must be to teacher, spouse, parent, or child.
11. Leave will be capped at ten (10) days per person, per school year.
12. Completed requests are to be given to the chairperson of the "Sick Bank Committee" so the committee can consider the request. Requests should be submitted to the Committee by the first of each month. Documentation will be submitted to the Superintendent's Office by the first Monday of each month.

C. UNUSED SICK LEAVE

Teachers will be paid for unused sick leave in accordance with the following:

1. To be eligible, a teacher must have completed the previous school year with more than fifty (50) days of accumulated sick leave.
2. The following procedure shall be used to determine the number of days for which a teacher will be paid, except when a teacher received payment for unused sick leave the previous year. Then the procedure in subsection 6 would be followed:
 - a) To the number of accumulated sick leave days at the completion of the previous year,
 - b) Add ten (10) days; then,
 - c) Subtract sixty (60) days; then,
 - d) Subtract the number of sick leave days used during the year just completed.
3. The rate of pay shall be \$110 for each unused sick day as determined in Part 2 and Part 6 of this section.
4. Payment will be made on an annual basis.
5. When the teacher received payment for unused sick leave the previous school year, the following procedures shall be used instead of the formula described in Part 2 of this section:
 - a) From ten (10) days,
 - b) Subtract the number of sick leave days used during the year just completed. Then the rate of pay shall be stipulated in Part 3 of this section.

D. PROFESSIONAL LEAVE

Professional Leave is defined as an absence from duties as required under the terms of the contract for the purpose of participation in an education activity not required or provided by the district and not available on non-teaching days.

Professional leave that is district directed may be granted for attending or participating in professional development that shows a logical relationship to certified teachers' current teaching and to the needs of the Andes Central School District. Members of the certified staff may be granted leave upon the approval of their immediate supervisor and superintendent. That decision is not subject to a grievance or the grievance policy or an unfair labor practice complaint. Registration, transportation, lodging, and meals will be paid by the district. The district will not pay any tuition for graduate credit, but it may pay for undergraduate credit. In the event multiple teachers desire to attend the same event, the school will organize registration, transportation, and lodging for optimal savings.

If a teacher requests and is granted leave that is not district directed no district level funds will be used. This leave must be requested from the superintendent at least three (3) school days in advance of the event. The teacher must provide the conference/workshop complete agenda to the superintendent when the request for leave is submitted. Leave will only be granted if a substitute is available.

Teachers, sponsors and head varsity coaches may request to attend one (1) contract day for activity/meetings in their areas of extracurricular activities (i.e. football, etc.) in order to represent,

nominate or speak on behalf of students they wish to nominate for All-State awards or placements. Requests will be approved or denied by the superintendent. If approved, the employee shall be paid a per diem (state rate) for meals and travel expenses.

Employees may be paid in advance for expenses over \$100. Requests for advanced payment of expenses must be submitted to the business manager at least five (5) school days prior to the activity/meeting. These meetings are professional meetings and shall not be counted as a personal day. The superintendent shall be notified by the teacher/coach at the earliest possible date prior to the event.

Employment of the substitute teacher shall be the expense of the school district.

E. PERSONAL LEAVE FOR TEACHERS

Personal leave shall be defined as an absence from duties as required under the terms of the contract. Three (3) days of personal leave may be granted each year. Requests must be submitted to the principal as well as the superintendent for his/her approval or denial. Teachers do not have to state reasons for requests. A personal leave day may not be used the day before or after a holiday or scheduled day(s) off that are approved in the school calendar*. No more than three (3) teachers will be granted personal leave on the same day. Leave shall not be accumulative.

Personal leave may not be taken before the ninth (9th) contractual day or after the 172nd * contractual day.

*Exceptions: A teacher may use a personal leave day for inclement weather or emergency or immediately after a holiday or days of vacation that are included in the school calendar when the teacher is unable to get to school because of inclement weather and he/she must receive approval or denial from the superintendent.

*Exception: A teacher may use a personal leave day after the 172nd contractual day to prepare for/attend the high school or college graduation of a child or grandchild. A teacher may use personal leave after the 172nd contractual day to attend a SDHSAA state level event or a college sporting event in which the teacher's child or grandchild is participating.

Teachers will be paid \$110 for each day of unused personal leave.

F. ABSENCE-UNAPPROVED LEAVE

Among other actions, an unexcused or unauthorized absence shall be deducted from the employee's salary, based on the number of days of the employee's contract. Other days when teachers will have salary deducted if absent include, but are not limited to personal and professional leave for teachers taken before approval is granted, more than three (3) days of personal leave taken in one (1) year by a teacher, days taken during illness that are greater than accumulated amount, absence due to storm or road conditions, car trouble, etc. For example, the amount to be deducted from a teacher will be 1/178 per day of the teacher's annual salary.

G. LEAVE FOR LEGAL PROCEEDINGS

Any school employee who is called to serve on court and jury duty or subpoenaed as a witness in a school related court case will be granted time and paid at his/her daily rate during the absence provided the employee assigns to the District all compensation received for such duty, except that granted for mileage, room and other expenses which are not a part of the daily wage. This assignment shall be necessary only for those days the employee would be absent from work during his/her contract period.

H. MILITARY LEAVE

All employees will be afforded all provisions of military leave according to federal law. The Board will reimburse employees absent due to military reasons, including service members of a National Guard Unit. If military pay is greater than the employee's wages, the employee shall not receive employment wages while on military leave. If daily military pay is less than the employee's regular daily pay, the employee shall be paid the difference by the District.

I. OTHER LEAVES

The school board will allow not less than one (1) semester, nor more than two (2) semesters leave of absence for the following reasons:

1. Advanced education
2. Ill health
3. Parental leave

Parental leave is defined as a "period directly following the birth or adoption of a child(ren) or during a serious illness of a child."

The following factors will apply when using the leave of absence policy:

1. When the leave of absence is granted, the Board will allow the employee to continue with insurance coverage, whatever insurance is currently allowed for regular employees. The employee would be required to pay the entire premium for any coverage the employee elects to maintain during his/her leave of absence, or until such time as the employee informs the Board of a definite date to terminate employment and/or insurance benefits.
2. The application for leave of absence will be submitted by the first regular March board meeting of the year preceding the leave unless another date is mutually agreed upon. The Board will act on the application and notify the applicant in writing within forty-five (45) days of that date. Approval may be contingent upon the District finding a suitable replacement.
3. Teachers asking for a leave of absence will be assured of retaining the position on the school salary schedule, which they held at the time they were granted the leave of absence. The school seniority list, upon the employee's return, will list the employee at the position held at the time when the leave was granted.
4. Teachers will be assured reemployment in the same position or as close to it as possible. If that position has been eliminated due to the result of a Reduction In Force (RIF) as described in *Article XI* of this agreement, the current RIF policy will apply to the teacher taking a leave.
5. To be eligible for a leave of absence, a teacher must have five (5) continuous years of service in the district.

6. The teacher will remain in the district for at least two (2) years following the leave. In the event the teacher does not remain for the required two (2) years, he/she will be assessed liquidated damages in the amount of \$1000.

J. FAMILY MEDICAL LEAVE ACT

The Family Medical Leave Policy is defined in the district manual according to federal mandates.

ARTICLE IX – Evaluation

A. SUPERVISION AND EVALUATION OF CERTIFIED STAFF MEMBERS

The primary purpose of any assessment of teaching performance and professional qualities is the enhancement of professional practice, improvement of instruction, assessment of performance, assessment of professional growth, and determination of future employment.

Evaluation is a joint process that includes both the evaluator and the teacher. The process provides a framework for communication between teachers and administrators involved in the evaluation process. The evaluation process allows the administrator and the teacher to work together to improve instruction and enhance professional growth. In instances where teacher “non-renewal” is to be considered, the evaluation process provides a means to resolve inadequate teacher performance prior to the decision to non-renew the employee.

The Andes Central School District will utilize an evaluation system that conforms to state requirements as outlined in SDCL 13-42-34. The District will form a workgroup comprised of teachers and administrators to routinely discuss the South Dakota Teacher Effectiveness Model.

Each teacher will be assessed on areas of teaching responsibility: (1) planning and preparation; (2) the classroom environment; (3) instruction; and (4) professional responsibilities. A minimum of four teaching standards will serve as the basis of professional practice evaluations (one being from each of the identified domains.)

The Andes Central School District will utilize multiple measures to determine and differentiate teacher effectiveness. The system will rely on both qualitative and quantitative evidence and will be based on measures of both professional teaching practice and student growth.

Supervisors will annually conduct evaluations with each staff member. Teachers in years one to three of employment (novice) will be evaluated twice each year (once each semester). Teachers in or beyond their fourth year of employment (tenured) will be evaluated once every other year. The evaluation process for both novice as well as tenured teachers will include the following components: (1) evaluations of professional practice; (2) evaluations of student growth; (3) summative effectiveness ratings; and (4) results and outcomes.

Both formal observations as well as informal observations (walkthroughs) will be utilized to measure observable teacher standards relating to professional practice. The teacher and administrator will identify artifacts that will be utilized to measure non-observable teacher standards. The information gathered from each of these methods will be used by the administrator to assign a professional practice rating for each teacher.

Each teacher will be responsible for selecting or developing assessments to measure student learning between two or more points in time. The administrator will approve the selection that will be utilized as a means of measuring student growth. These targets are meant to be rigorous, realistic student growth goals.

A combination of professional practice ratings and student growth ratings will be used to formulate a summative teacher effectiveness rating. These results will become a basis to guide professional growth for each staff member.

B. CLASSROOM VISITATIONS

The following are the procedures to be followed in regard to evaluation of certified personnel:

1. To have the formal evaluation of teachers done by the supervising administrator.
2. Formal evaluation must be signed by the evaluator and by the teacher. Signing by the teacher shall not imply agreement with the evaluation but merely indicates that a conference was held and the evaluation discussed.
 - a) A pre-conference was held no earlier than five (5) working days prior to the classroom observation. In the pre-conference, discussion was held relating to the observation followed. A post-conference was held within ten (10) working days after the classroom observation to discuss the evaluation report.
 - b) The teacher is aware of the contents of the evaluation report.
 - c) The report has been thoroughly discussed with the teacher.
 - d) The teacher has the right to attach a statement to the report.
 - e) The teacher may discuss the evaluation with the superintendent if felt necessary.
 - f) The evaluator will make a minimum of 4 informal (walkthrough) observations throughout the year for non-tenured staff. (Years 1-3)
 - g) The evaluator will make a minimum of two (2) formal classroom observations, per year, to support each formal written evaluation for a non-tenured staff member. (Years 1-3)
 - h) The evaluator will make a minimum of 4 informal (walkthrough) observations throughout the year for tenured staff. (Years 4+)
 - i) The tenured staff will have two (2) formal observations for one (1) formal evaluation every other year unless deemed necessary.
3. The teacher will receive one (1) copy of the formal evaluation and one (1) copy will go to the superintendent. The principal will retain one (1) copy.
4. The teacher's file shall be open to inspection by the teacher upon one (1) hour notice.
5. If a teacher is not to be reemployed, the school board will follow procedures as forth in current state statutes.
6. No materials derogatory to the teacher's conduct, service, character, personality and performance shall be placed in the teacher's personnel file unless the teacher has had the opportunity to read the material. After the teacher has been afforded the opportunity to read the materials, the teacher shall sign and date the material. Signing by the teacher does not imply agreement with the material, but merely indicates that a conference was held and the material discussed. The teacher shall have the right to respond to any material placed in his/her personnel file.

The Andes Central School District will provide a copy of the walkthrough observation form to all teachers.

ARTICLE X – Grievance Procedure

A. DEFINITIONS

1. A "*grievance*" is a complaint by a person or group of persons employed by the Andes Central School District #11-1, made either individually or by a duly authorized and recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule or regulation of the Board. Negotiations for, or disagreement over a nonexistent agreement, contract, policy, rule or regulation is not a "*Grievance*." Non-employment shall not be a "*Grievance*."
2. An "*aggrieved person*" is the person or group of persons filing the grievance.
3. "*Board*" means the School Board of the District.
4. "*Days*" shall mean calendar days unless otherwise specified.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to any problem that may from time to time arise between employees and the District and to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, having the grievance adjusted without the intervention of the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

C. PROCEDURE

1. It is important that grievances be resolved as rapidly as possible. The number of days indicated at each level should be the maximum and every effort should be made to expedite the process.
2. If appropriate action is not taken by the employee, within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended, by mutual agreement, provided the time extension is requested within the time limits provided in the article.
3. If an employee does not file a grievance in writing with the principal or other supervisor within twenty (20) calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
4. Grievances shall be filed using the forms, which are a part of this agreement contained in the *Appendix*. A supply of these grievance forms shall be available from the building principal, and/or the immediate supervisor.

D. INFORMAL PROCEDURES

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

E. FORMAL PROCEDURES

1. Level One: School Principal, Immediate Supervisor, or Other Administration

- a) If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, the employee shall submit his/her grievance in writing.
- b) Signed copies of the written grievance shall be delivered by the employee to the principal or other supervisor.
- c) An employee who is not directly responsible to a building principal may submit his/her formal written grievance to the administrator or supervisor to whom the employee is directly responsible.
- d) The administrator, within seven (7) calendar days of filing of the grievance, shall render his/her decision in writing to the aggrieved person.
- e) Grievances against the Superintendent should start at the Superintendent level.

2. Level Two: Superintendent of Schools

- a) If the aggrieved person is not satisfied with the decision concerning his/her grievance at Level One, or if no written decision has been rendered within seven (7) calendar days, he/she shall within five (5) calendar days after the decision is rendered, or within ten (10) calendar days after his/her filing at Level One, resubmit his/her grievance in writing to the Superintendent of Schools.
- b) The Superintendent of Schools shall, within seven (7) calendar days from the filing of the written grievance, meet with the aggrieved person for the purpose of resolving the grievance. The superintendent shall, within seven (7) calendar days after this meeting, render his/her decision in writing to the aggrieved person.

3. Level Three: Board of Education

- a) If the aggrieved person is not satisfied with the decision of the grievance at Level Two, or if no written decision has been rendered within seven (7) calendar days thereafter, resubmit the grievance to the business manager and the president of the board.
- b) At its next meeting, or at a time mutually agreed upon by the parties, the Board (or its designated agent) shall hold a hearing on the grievance. The decision of the Board shall be rendered in writing within seven (7) calendar days after the hearing.

4. Level Four:

- a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no written decision has been rendered within the time period set forth in the preceding paragraph, he/she may, within forty-five (45) calendar days after receipt of the written decision is due, appeal to the Department of Labor to hear the appeal and/or render any particular decision.

G. MISCELLANEOUS

1. If in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building, they shall report immediately to the principal of such building being visited and state the purpose of the visit.
2. Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties including parents/guardians.
3. Any party or parties in interest shall appear and may be represented at formal *Levels One and Two* of the grievance procedure by one (1) representative. When the representative is not a member of the employee organization, the employee organization shall have the right to have one (1) spokesperson present and to have the spokesperson state its views at the formal *Levels One and Two* of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At *Level Three* a maximum of three (3) representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.
4. If, in the judgment of the employee organization, a grievance affects a group or class of employees, the organization may submit such grievance in writing to the superintendent directly and the processing of such a grievance shall be commenced at *Level Two*. The employee organization shall designate not more than two (2) spokespersons for the organization in processing such a grievance through the remaining levels of the grievance procedure, provided, however, that the employee organization shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
5. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in the grievance procedure. The vote on the Board's decision on *Level Three* grievance shall be made in open session but the name of the aggrieved party shall not be disclosed.
6. When it is necessary for a party or parties in interest to attend a board meeting or a hearing called during the working day, the superintendent's office shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required as such meeting or hearing.
7. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by parties.

ARTICLE XI – Reduction In Force

A. PURPOSE

Whenever, in the judgment of the Board, it is advisable to reduce staff in the district, the Board will consider the following in determining which staff members will be non-renewed: students' needs, certification, longevity, (total years of service to the district), financial condition of the district, priority of programs, program elimination, recommendations of administrative staff, evaluation record, competency and qualifications.

B. RECALL

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30th. If, during the first fiscal year subsequent to the time a continuing contract teacher is laid off because of reduction in staff and a vacancy occurs in the grade, subject areas and activities in which a laid off teacher had been teaching or is qualified to teach, reemployment shall be extended to the teacher in reverse order of lay-off. When one (1) or more than one (1) staff member has the same recall date and is qualified for the open position, the Board may consider, among other things, recommendations of administrative staff, qualifications, years of service, and educational background in selecting the person to be hired. A recalled teacher shall retain previously accumulated sick leave benefits.

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

ARTICLE XII – Employment Relationships

The South Dakota statutes governing district and teacher employment relations and the policies and procedures established by the Board shall be applicable to and govern the employer and employee relationship between the Board and the teachers.

Teachers shall be responsible for the discipline of students during the school day and shall have the authority to discipline during any school activities as provided and permitted by South Dakota law and the Board policies.

Teachers should consult with the principal regarding acceptable physical methods of handling students.

ARTICLE XIII – Transfers & Reassignments

A. DEFINITION

The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered a voluntary transfer or an involuntary reassignment.

B. VOLUNTARY TRANSFER

1. Notification of Vacancies: The Business Office will email notifications of vacancies to all certified staff members upon knowledge of vacancies.
2. Filing Requests: Regarding posted vacancies, employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written request for transfer with the superintendent. Requests shall include the grade and/or subject to which the employee desires to be transferred, in order of preference. Requests for transfers for the following year shall be submitted no more than ten (10) calendar days after posting of notice of vacancies.

C. REASSIGNMENT

The following procedures shall be followed in determining involuntary reassignment:

1. The staff member affected shall have the right to apply for a voluntary position before being reassigned.
2. The administration shall consult with the affected staff member and provide reason or reasons for consideration of the reassignment. The reason or reasons for the reassignment in writing and may include, but are not limited to, one (1) or more of the following:
 - a) Longevity
 - b) Staff requirements
 - c) Curriculum or program revision, deletion, or addition
 - d) Results of supervisor evaluation reports
 - e) Greater effectiveness in the new position than in the position now held
 - f) Improvement of certified staff relationships
 - g) Any mutually agreed reason between administration and the affected staff member
3. If a reassignment is made, the teacher shall, in writing to the Superintendent accept or decline the reassignment within 10 calendar days after having received written notice of the reassignment. Should the teacher choose to decline the reassignment, the written notice of that decision shall constitute a letter of resignation. Once written notice of the teacher's decision to decline the reassignment is received by the Superintendent, the teacher may not rescind that written decision without the express approval of the Board of Education. Failure by the teacher to give required written notice within the specified time frame shall constitute acceptance by the teacher of the reassignment. Should the teacher decline the reassignment in the manner and as set forth above, the board waives the right to receive liquidated damages.

D. ASSIGNMENTS

All assignments of staff members, including voluntary transfers and reassignments, to positions in the various schools and departments of the district shall be made by the superintendent or his/her delegated representative. Teachers not notified by formal letter shall assume that they will retain the same position as they had the current year.

Persons reassigned within thirty (30) calendar days or less prior to the first day of class shall receive \$1,000 as payment for the extra work required to prepare for the new assignment. Persons reassigned after the first day of classes shall receive a \$1,300 payment.

Persons eligible for payment will be those assigned to a different grade level or different academic class they have not taught during the past five (5) years. First year teachers will not be eligible for payment. This provision shall not apply to those persons on the additional compensation schedule.

ARTICLE XIV – Effect of Agreement

A. AGREEMENT CHANGES

No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms, or conditions contained herein shall be made with any employee by the employer or any of its agents or representatives, unless it has been made, ratified, and agreed to in writing by the District and the Association.

B. INDIVIDUAL CONTRACTS

The terms and conditions of this agreement shall be incorporated into individual contracts. Contracts shall be issued on a yearly basis. Contracts shall be issued as provided by South Dakota law and the Board policies.

C. SAVINGS CLAUSE

Should any part of this agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from the agreement. The remaining parts shall be in full force.

D. TERM OF AGREEMENT

The provisions of this agreement shall be effective for a one-year period and shall commence as of July 1, 2025, and continue in effect until June 30, 2026.

APPENDIX - ADDITIONAL COMPENSATION
2025-2026 School Year

Additional compensation for Out-of-School Activities. (The following dollar amounts are the percentages times the B.A. Hiring Salary of \$51,000.)

	Current Base:	51,500.00
Archery	0.05	2,575.00
Band	0.10	5,150.00
BB Boys Elementary Coach	0.05	2,575.00
BB Boys Asst. Coach	0.08	4,120.00
BB Boys Head Coach	0.11	5,665.00
BB Girls Elementary Coach	0.05	2,575.00
BB Girls Asst. Coach	0.08	4,120.00
BB Girls Head Coach	0.11	5,665.00
Cheerleader Advisor	0.07	3,605.00
Concession Coordinator	0.05	2,575.00
Concession Supervisor (See Article VI D 5 for complete description)	0.05	2,575.00
Cross Country	0.06	3,090.00
Drivers Ed. Instructor (per student rate)	0.005	263.00
FCCLA Advisor	0.06	3,090.00
FFA Advisor	0.06	3,090.00
Football Asst. Coach	0.07	3,605.00
Football HS Head Coach	0.09	4,635.00
Golf Asst Coach	0.05	2,575.00
Golf Head Coach	0.06	3,090.00
HOSA Advisor	0.06	3,090.00
School Yearbook Advisor	0.07	3,605.00
Summer Band Lessons	0.07	3,605.00
Track Asst. Coach	0.07	3,605.00
Track Head Coach	0.08	4,120.00
Vocal	0.05	2,575.00
Volleyball Elementary Coach	0.05	2,575.00
Volleyball Asst. Coach	0.08	4,120.00
Volleyball Head Coach	0.11	5,665.00
Wrestling MS Coach	0.06	3,090.00
Wrestling Asst. Coach	0.08	4,120.00
Wrestling Head Coach	0.11	5,665.00
UNITY Club *	0.04	2,060.00
Athletic Director	0.15	7,725.00

If, in each of the above listed activities, no students participate or, in the discretion of the administration, an insufficient number of students participate that would not allow meaningful participation, the activity will not be allowed that year, and no listed compensation shall be paid.

***To be divided among the advisors if the organization has a minimum of 15 members.**

APPENDIX – Request for Grievance Settlement Form

GRIEVANCE LEVEL ONE

To be completed by aggrieved person.

Date of Presentation to Principal: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Principal/Immediate Supervisor: _____

NATURE OF GRIEVANCE: _____

SETTLEMENT REQUESTED: _____

Signed: _____

Aggrieved Person

GRIEVANCE LEVEL ONE REPLY

Date Reply Sent to Aggrieved Person: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Date of submission of grievance to principal: _____

Decision of principal: _____

Signed: _____
Principal

GRIEVANCE LEVEL TWO

Copies of Level One Grievance and Reply must be attached.

Date of Presentation to Superintendent: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Date of Reply to LEVEL ONE grievance: _____

State reason for submission of grievance to LEVEL TWO: _____

Settlement Requested: _____

Signed: _____
Aggrieved Person

GRIEVANCE LEVEL TWO REPLY

Copies of all previous Grievance Levels and Replies must be attached.

Date Reply Sent to Aggrieved Person: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Date of submission of grievance to superintendent: _____

Decision of superintendent: _____

Signed: _____
Superintendent

GRIEVANCE LEVEL THREE

Copies of all previous Grievance Levels and Replies must be attached.

Date of submission to business manager: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Date of reply of superintendent to LEVEL TWO grievance: _____

State reason for submission to grievance to LEVEL THREE:

Settlement Requested: _____

Signed: _____
Aggrieved Person

GRIEVANCE LEVEL THREE REPLY

Date Reply Sent to Aggrieved Person: _____

Name of Aggrieved Person: _____

School: _____

Home Address: _____

Date of grievance LEVEL THREE submission to business manager: _____

Date of hearing with School Board: _____

Decision of the School Board: _____

Signed: _____
President of the Board