

NEGOTIATED AGREEMENT

De Smet School District 38-2

2025-2026

**HIRING SCHEDULE
DE SMET SCHOOL DISTRICT 38-2
2025-2026**

If directly related to the work assignment of the teacher, teaching experience outside the De Smet School District will be credited on the hiring schedule not to exceed step 12 on the bachelor's lane, step 16 on the bachelor's +15, and step 28 on the bachelor's +30 and step 28 on the master's lanes.

The school district reserves the right to waive the provisions of the hiring schedule in order to ensure the timely delivery of educational services to its students.

All coursework to be applied toward the bachelor's +15, bachelor's +30, and master's lanes must be approved by the district superintendent and must be related to the work assignment of the teacher and/or in the area of child development or guidance. Credits may be either graduate or undergraduate. Increments for lane changes will be based on the hiring schedule.

To be eligible for advancement to the master's lane, a teacher must have an earned master's degree in education from an accredited college or university.

Credits to be applied toward teacher certificate renewal must be approved by the superintendent in accordance with the district staff development plan.

Due to the state funding formula and the accountability set forth by the state, the DeSmet School District may pay teachers additional salary to satisfy minimum teacher accountability compliance. The money will be paid to the teachers without having to re-open negotiations.

Step	Bachelors	Bachelors +15	Bachelors +30	Masters	Masters +15
1	\$ 52,000.00	\$ 52,500.00	\$ 53,000.00	\$ 54,900.00	\$ 55,400.00
2	\$ 52,000.00	\$ 52,500.00	\$ 53,000.00	\$ 54,900.00	\$ 55,400.00
3	\$ 52,000.00	\$ 52,500.00	\$ 53,000.00	\$ 54,900.00	\$ 55,400.00
4	\$ 52,000.00	\$ 52,500.00	\$ 53,000.00	\$ 54,900.00	\$ 55,400.00
5	\$ 53,000.00	\$ 53,500.00	\$ 54,000.00	\$ 55,900.00	\$ 56,400.00
6	\$ 53,000.00	\$ 53,500.00	\$ 54,000.00	\$ 55,900.00	\$ 56,400.00
7	\$ 53,000.00	\$ 53,500.00	\$ 54,000.00	\$ 55,900.00	\$ 56,400.00
8	\$ 53,000.00	\$ 53,500.00	\$ 54,000.00	\$ 55,900.00	\$ 56,400.00
9	\$ 53,000.00	\$ 53,500.00	\$ 54,000.00	\$ 55,900.00	\$ 56,400.00
10	\$ 53,000.00	\$ 53,500.00	\$ 54,000.00	\$ 55,900.00	\$ 56,400.00
11	\$ 53,200.00	\$ 53,700.00	\$ 54,200.00	\$ 56,100.00	\$ 56,600.00
12	\$ 53,400.00	\$ 53,900.00	\$ 54,400.00	\$ 56,300.00	\$ 56,800.00
13	\$ 53,600.00	\$ 54,100.00	\$ 54,600.00	\$ 56,500.00	\$ 57,000.00
14	\$ 53,800.00	\$ 54,300.00	\$ 54,800.00	\$ 56,700.00	\$ 57,200.00
15	\$ 54,000.00	\$ 54,500.00	\$ 55,000.00	\$ 56,900.00	\$ 57,400.00
16	\$ 54,200.00	\$ 54,700.00	\$ 55,200.00	\$ 57,100.00	\$ 57,600.00
17	\$ 54,400.00	\$ 54,900.00	\$ 55,400.00	\$ 57,300.00	\$ 57,800.00
18	\$ 54,600.00	\$ 55,100.00	\$ 55,600.00	\$ 57,500.00	\$ 58,000.00
19	\$ 54,800.00	\$ 55,300.00	\$ 55,800.00	\$ 57,700.00	\$ 58,200.00
20	\$ 55,000.00	\$ 55,500.00	\$ 56,000.00	\$ 57,900.00	\$ 58,400.00
21	\$200 increments thereafter				

**COCURRICULAR AND EXTRA DUTY SCHEDULE
DE SMET SCHOOL DISTRICT 38-2
2025-2026**

6100 Male Activities

Football	Head Coach	\$4,382
	Asst. Coach	\$3,127
	7th/8th Coach	\$2,248

Basketball	Head Coach	\$4,657
	Asst. Coach	\$3,320
	7th/8th Coach	\$2,384

Wrestling	Head Coach	\$4,382
	Asst. Coach	\$3,127
		\$4,382

6200 Female Activities

Basketball	Head Coach	\$4,657
	Asst Coach	\$3,320
	7th/8th Coach	\$2,384

Volleyball	Head Coach	\$4,382
	Asst. Coach	\$3,127
	7th/8th Coach	\$2,248

Cheerleaders	Not to Exceed	\$1,660
--------------	---------------	---------

6900 Combined Activities

Track	Head Coach	\$3,500
	Asst. Coach	\$1,355
	Asst. Coach	\$1,355
	7th/8th Coach	\$1,355

Golf	Head Coach	\$2,400
------	------------	---------

Cross Country	Head Coach	\$3,500
---------------	------------	---------

Concessions	Not to Exceed	\$1,960
-------------	---------------	---------

Oral Interp		\$1,770
-------------	--	---------

Plays	One-Act	\$1,666
	All School	\$2,301

Extra-Duties	Yearbook	\$2,610
	DDN	
	Instruction	\$1,080
**DDN Instruction stipend allocated per Semester. Experience increases will be half the amount as designated below.		

Music	Elementary	\$1,092
	HS Vocal	\$2,533
	Band	\$2,441

FFA	\$3,184
FCCLA	\$3,184

The above extra duty pay schedule is effective for the 2022-23 school year for all new hires. Any existing employees will be grandfathered in and retain their existing pay if existing pay is greater than the new extra duty salary schedule. Said pay will be frozen at that higher rate until such time as the new salary schedule exceeds that rate of pay.

Every employee on the extra duty schedule shall receive an increase of \$320 for every four (4) years of consecutive experience in the school district at the extra duty assignment under contract. This increase will begin on the fifth contract.

5th year	\$320
9th year	\$640
13th year	\$960
17th year	\$1,280
21st year	\$1,600

**An employee accepting an assignment in the same activity will be allowed to carry their years of experience to the new assignment.

** Extracurricular salary schedule updated for the 2024-2025 school year.

GATE WORKER COMPENSATION FOR EVENTS

Certified staff will be paid \$15 per event for collecting gate receipts. Every certified staff member will be responsible for two (2) events per year. Payment of the stipend will be subject to balance manifest within \$15 + or -.

FAMILY ACTIVITY PASSES

A full time teacher in the De Smet School District will receive a family activity pass to include their spouse and school age children.

TUITION REIMBURSEMENT

The School District will provide reimbursement of tuition to teachers who take classes or workshops for credit that are consistent with the staff development plan of the district and/or related to the work assignment of the teacher to include child development and guidance. Teachers must receive pre-approval by administration for any classes or workshops to receive reimbursement (*Addition 2023-2024*). The reimbursement shall be no greater than \$300.00 per teacher per year (*Revised April, 2014*). (Year defined as Sept. 1 through Aug. 31). Classes or workshops will be counted in the year that classes or workshops are taken. Payment will be made to the teacher upon receipt of official transcripts from the institution and evidence of payment of actual cost. To be eligible for reimbursement of tuition expenses incurred during any given year, the teacher must be under contract with the District for the next six months. The amount of tuition reimbursement is subject to the provisions of SDCL 13-55-23 and 13-55-24 to 13-55-28 inclusive, enacted by the 1993 legislature. If, after applying the reduced tuition rates provided in the aforementioned codified law, the balance is less than \$300.00, the lesser amount will be reimbursed to the teacher under this policy. Tuition reimbursement will be noncumulative.

COVERING CLASSES DURING PLAN PERIODS

When a teacher substitutes for another teacher during their designated planning period when substitutes are not hired, they will receive \$15.00 for each period covered. This does not include classes taught by the school counselor. The teacher is responsible for submitting a voucher to the business manager that includes the date and class that is covered. These vouchers must be submitted when timecards are due monthly.

INSURANCE

De Smet School District provides a group health insurance program for employees with the District paying the single premium or the single premium plus \$10.00 per month for "single plus" coverage. The District will also pay the single premium for vision insurance.

Teachers with 20 or more years of continuous teaching service with De Smet School District may elect to remain in the District's group at their own expense until they are eligible for Medicare or reach age 65.

PAYROLL DEDUCTIONS

Upon proper authorization by the employee, the business manager will make deductions from an employee's wages and submit same to various tax shelter plans or other programs approved by the School District. Such salary adjustments will be made only on the first week in September, the first week in January, and the first week in May of any year.

SICK LEAVE

Commencing with the first day of school, each full time certified teacher shall have available 10 days leave with pay for illness or other disability. Such leave may accumulate at the rate of 10 days per year to a maximum accumulation of 65 days. Sick leave may be taken in 15-minute increments. Payment received by an employee from workers compensation shall be subtracted from sick leave payments. It shall be the duty of the employee to report all payments received from workers compensation to the business manager of the School District. An employee may use their accumulated sick leave for illness or injury to the employee's spouse; children or biological, adoptive or step parents. A teacher may use up to five (5) sick leave days to care for a sick or injured loved one. A teacher may use sick leave days to care for a child or grandchild when daycare is closed. Part-time certified teachers will earn commutative sick leave on a pro-rata basis related to their full-time equivalency. The school board or administration may require a physician's statement certifying disability or illness after the second day of an employee's absence from work. The board may require an examination by a doctor designated by the board and the board may grant or deny sick leave on the basis of a recommendation resulting from such examination. The fees charged by a board-designated doctor will be paid by the School District.

FUNERAL LEAVE

An employee may use up to 8 of his/her earned sick leave days to attend the funeral of a spouse, child, mother or father, brother or sister, in-laws, and grandparents. An employee may use 2 other sick leave days to attend the funeral of other relatives or friends. If an employee has used all his/her sick leave and is eligible, days may be taken from the sick leave bank.

ADDITIONAL LEAVE

In addition to sick leave, other leave will be granted as follows:

Two days of leave without salary reduction per year. Unused days of leave can be reimbursed at the end of the year at the rate of a substitute teacher pay or accumulated to a maximum of four days in any given year. Days accumulated cannot be used for reimbursement. Teachers must make reimbursement requests to the business office by June 1.

At the start of the 5th consecutive year of employment, teachers may purchase one additional personal day in exchange for three sick days. This would allow an employee to have a maximum of five personal days in a school year (two days earned, two days accumulated, and one day bought).

Two days subject to the approval of the building principal for personal or family business that cannot be conducted outside the school day. Days so approved will be at a reduction in salary equal to the regular substitute's salary, and are non-accumulative.

Any days requested in addition to the days outlined above will be at the discretion of the school board or superintendent and will be at a reduction in salary equal to 1/175th of the teacher's basic assignment salary.

Any and/or all-additional leave may be denied on days immediately preceding and/or following scheduled vacation periods, or days of parent-teacher conferences, and days of in-service instruction.

After additional leave is used one sick leave day could be used for weather related travel delays.

The business manager will administer this policy.

JURY LEAVE

Any teacher called for jury duty during school hours, or who is subpoenaed to testify in a hearing during school hours in a matter in which he/she is not a named party, shall be granted leave with pay for the days or parts of days such absence is required. Any per diem received for jury duty or the designated subpoena absence shall be deducted from the regular salary. Such teacher shall notify the superintendent at least 48 hours in advance of the necessity for taking jury leave.

LEAVE OF ABSENCE

A teacher may apply to the school board through the superintendent for a leave of absence not to exceed 1 school year. The board will rule on each such application individually.

PROFESSIONAL LEAVE

A teacher will receive 1 day professional leave to pursue activities related to their work in the School District. This day will be non-accumulative. Adequate notification must be given to the principal and/or superintendent. The teacher must secure approval from the principal or superintendent before taking professional leave.

A teacher may apply in writing to the superintendent for up to 3 additional professional leave days in any school year to pursue professional activities approved by the principal and in keeping with the staff development needs of the School District.

SICK LEAVE BANK

A teacher may voluntarily give one day sick leave to be put in a sick leave bank. One day so deposited will entitle the teacher to a maximum of 7 days for medical or family medical reasons after all sick leave and personal days have been used. This day will be non-accumulative and not refunded at the end of the year. A form will be given each teacher at the beginning of the school year to determine the number of days to be placed in the bank. "Family" is defined as spouse; children or biological, adoptive or stepparents. The business manager will administer this policy.

ASSOCIATION LEAVE

In the event that the De Smet Education Association desires to send representatives to local, state or national conferences or to participate in other business pertinent to association affairs, the DEA representative may take leave for a number of days not to exceed 4 days in any school term. One representative may use only 2 days per school term. No more than 2 representatives may use association leave on any day. A written notice for leave must be submitted through the DEA president to the superintendent at least 5 days prior to the start of the leave. The DEA will reimburse the school District for the cost of substitute teachers required for association leave. Any and/or all association leave may be denied on days immediately preceding and/or following scheduled vacation periods, on days of parent-teacher conferences, and days on in-service instruction.

SPECIAL EARLY RETIREMENT

A teacher being eligible for special early retirement benefits with the South Dakota Retirement System (age and years of credited service equal to 85) may apply to the school board to retire and be rehired again. A teacher so rehired would enter the hiring schedule at step 10 on the lane that they qualify for. A teacher would be able to carry over ten years experience for the extra duty schedule. Such teacher would lose all accumulated leave and would be considered a new employee for leave benefits.

SICK LEAVE REIMBURSEMENT UPON RETIREMENT

Upon retirement a teacher who had taught in the De Smet School District for 5 or more years will receive up to 20 days reimbursement for unused sick leave at \$50 a day.

ATTENDANCE INCENTIVE

A teacher who does not use any sick or personal leave will receive a \$500 incentive to be paid in June. Any teacher that does not use any sick leave will receive a \$250 incentive to be paid in June.

SEVERANCE INCENTIVE

Any employee, who is in or beyond their 20 years of service to the district, shall be eligible for an incentive payment in the sum of \$1,000 if they inform the administration in writing by February 1st that they will be retiring from the district at the end of that specific school term.

CURRICULUM DEVELOPMENT

A teacher can submit to their principal a written proposal for Curriculum Development above and beyond normal expectations in their teaching field. A committee of three teachers (one from the elementary staff, one from the middle school staff, and one from the high school staff) along with each building principal would evaluate proposals. The principals would determine membership to this committee. Applications in written form must be submitted to the teacher's principal by April 15th. Notification of acceptance would be done by May 1st. If accepted by this committee the applying teacher would receive a \$500.00 stipend from the school district. The teacher upon completion of such work would provide a copy of the result of such work and how it is to be incorporated into their classroom and lesson plans to their principal by September 1st. The total amount available for curriculum development would be \$1,000.00 per contract year.

GRIEVANCE PROCEDURE

Definitions - The word "grievance" as used in this policy shall mean 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 School District as they apply to conditions of employment. Negotiations for, or a disagreement over, a nonexistent agreement, contract, policy, rule, or regulation is not a "grievance" and is not subject to this policy.

Principles - The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise affecting the welfare or working conditions of district employees. All parties agree that any proceedings shall be kept as informal and confidential as may be appropriate.

Structure - Employees shall at their option have the right to be represented at all levels of the grievance procedure by a representative of their choosing.

Informal Procedure - If an employee has a grievance, he should first discuss the matter with the principal or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.

Formal Procedure - Level One - School Principal or other Administrator: If an aggrieved person is not satisfied with the disposition of the problem through informal procedures, the grievance shall be submitted in writing to the principal or other administrator. The administrator, within 5 school days of the filing of the grievance shall render a decision in writing to the aggrieved person.

Level Two - Superintendent of Schools: If the aggrieved person is not satisfied with the decision concerning the grievance at Level One, or if no written decision has been rendered within 5 school days, she/he may, within 3 school days after the decision is rendered, or within 8 school days after filing at Level One, resubmit the grievance in writing to the superintendent of schools. The superintendent of schools shall within 5 school days from the filing of the written grievance meet with the aggrieved person for the purpose of resolving the grievance. The superintendent shall, within 5 school days after this meeting render a decision in writing to the aggrieved person.

Level Three - School Board: If the aggrieved is not satisfied with the disposition of the grievance at the superintendent level, or if no written decision has been rendered within 5 school days, he/she shall within 5 school days thereafter transmit it by letter to the business manager with a statement of reasons why it is being appealed. At the next regular meeting, the board or its designated agent, shall consider the grievance and set a hearing to be held within 5 school days or otherwise investigate the grievance. The board shall make a final decision thereon at the following regular or special board meeting.

Department of Labor - If the aggrieved person is not satisfied with the disposition of the grievance at the school board level or if no written decision has been rendered within the time period set forth in the preceding paragraph, he/she may, within 10 school days after receipt of the written decision of the board, or within 10 school days of the date when the decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to SDCL 3-18-15.2. The inclusion of this paragraph in this grievance procedure shall not constitute a waiver by either party of its right to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

Other - If a grievant initiates an action in a duly constituted court of law, this procedural policy shall not be available.

Non-reemployment is not subject to the provisions of this grievance procedure.

The school board reserves the right to appoint a 3rd party hearing officer to hear grievances on the school board level.

CITIZENS COMPLAINT PROCEDURE

It is the intent of this policy to resolve, at the lowest level, complaints from citizens that are lodged against the teaching staff of the district and to protect the interests and privacy of students, teachers, and/or the public while such complaint is being heard.

Step One - Citizen complaints lodged against teachers should be referred to and resolved informally by the individual teacher and complainant.

Step Two - If the complaint is not resolved in step one it should be referred to the building principal. The principal will inform the teacher of receipt of said complaint within 2 school days.

Step Three - If the complaint is not resolved at the building principal level it should be referred to the superintendent. The superintendent will notify the teacher of receipt of said complaint within 2 school days.

Step Four - If the complaint is not resolved at the superintendent level the complainant will be requested to reduce the complaint to writing and address it to the school board. Complaints so addressed will be considered in executive session. The teacher will be given a copy of the complaint within 2 school days of its receipt by the superintendent.

Meetings at step 3 or 4 in which either party is represented by council will be held after 3 days notice to the other party of such meeting and the nature of council to be retained.

This procedure is not available to teachers in instances where alleged criminal activity has occurred and appropriate law enforcement agencies are involved in the investigation.

STAFF REDUCTION

Whenever, in the judgment of the board, it is advisable to reduce staff in the District, the board shall try to reduce staff through normal attrition. Positions held by persons with less than full certification for their current teacher assignment will be open to a properly certified and experienced continuing contract teacher who has been notified that his or her position has been eliminated and has requested to be considered. If a position of a continuing contract teacher is eliminated due to staff reduction, the Board will determine which continuing contract teacher or teachers are to be released, considering the following criteria, as

applicable. The criteria are not in rank order of importance: Student needs, financial condition of the District, priority of programs, program elimination, recommendations of administrative staff, evaluation records, competence, qualifications, certification, longevity, educational background, continuing contract status, federal mandates, and any other relevant considerations. The teacher in or beyond his/her fourth year of employment who has been notified that his or her position has been eliminated shall notify the Board of any positions for which the teacher wishes to be considered and can establish required qualifications. In making staff reductions involving teachers on continuing contract status, the board will give notice in writing by April 15.

RECALL

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. If during the first 2 fiscal years 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 has been teaching or is qualified to teach, reemployment shall be extended to the teacher in reverse order of lay-off. When more than one staff member has the same recall date and is qualified for the open position the board may consider, among other things, recommendations of administrative staff, qualifications, years of service and educational background in selecting the person to be hired. A recalled teacher shall retain previously accumulated sick leave benefits. Recall privileges cease when a staff member resigns. Recall privileges will also cease if upon being recalled the staff member fails to report within 30 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 30-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.

TEN MONTH SALARY OPTION

Teachers will have the option of receiving salary payments in 10 or 12 monthly installments. Teachers must specify by August 1st that they choose the 10 month payment option. A minimum of 25% of the teachers must choose the 10 month payment option for this plan to be implemented each year. For those teachers choosing the 10 month option plan, health insurance premiums for July and August will be withheld from their June check.

VISITOR NOTICE

The following notice will be posted at all major entrances to school buildings housing students:

VISITORS ARE WELCOME - PLEASE GO TO THE PRINCIPAL'S OFFICE FOR ASSISTANCE

Coaches/Advisors Evaluation Form

Activity: _____ Level: _____ Year: _____

Coach/Advisor: _____

KEY: (1) Needs Improvement, (2) Average, (3) Above Average, (4) Outstanding,
(NA) Not Applicable

Area of Evaluation

I. Administration

Equipment Responsibility	1	2	3	4	NA
Care of Facilities	1	2	3	4	NA
Management of Paperwork	1	2	3	4	NA
Organization of Staff	1	2	3	4	NA
Communication with Staff	1	2	3	4	NA
Organization of Practices	1	2	3	4	NA
Follows Established Policies	1	2	3	4	NA
Enforces State/Local Rules	1	2	3	4	NA

II. Skill

Knowledge of Fundamentals	1	2	3	4	NA
Presentation of Fundamentals	1	2	3	4	NA
Conditioning Methods	1	2	3	4	NA
Game Preparation	1	2	3	4	NA
Injury Prevention and Treatment	1	2	3	4	NA
Injured Player Follow-up	1	2	3	4	NA
Scouting System	1	2	3	4	NA

III. Performance

Conduct During Games	1	2	3	4	NA
Appearance of Team	1	2	3	4	NA
Execution of team	1	2	3	4	NA
Attitude of Team	1	2	3	4	NA

IV. Relationships

Discipline (Firm, Fair, Consistent)	1	2	3	4	NA
Communication with Team	1	2	3	4	NA
Accessible to Players	1	2	3	4	NA
Accessible to Parents	1	2	3	4	NA
Accessible to Media	1	2	3	4	NA
Enthusiasm for this Program	1	2	3	4	NA
Enthusiasm for Overall Program	1	2	3	4	NA

V. Professional Growth

Personal Organization	1	2	3	4	NA
Clearly Defined Goals	1	2	3	4	NA
Seeks to Improve	1	2	3	4	NA
Willingness to Mentor	1	2	3	4	NA
VI. Open	1	2	3	4	NA

1 2 3 4 NA
1 2 3 4 NA

VII. Evaluators Comments:

Signature: _____ Date: _____

VIII. Evaluatees Comments:

LIBRARIAN EVALUATION FORM

Name _____

Date _____

Evaluating Degrees Explained:

- W The teacher goes beyond the basic requirements of the district.
- X The teacher meets the basic requirements of the district.
- Y The teacher is weak in this area and effort must be made to improve.
- Z The teacher is unsatisfactory in this area and immediate attention is required.

I. JOB DESCRIPTION:

W X Y Z 1. Supervises the educational activities of the library.

W X Y Z 2. Supervises library personnel and assists in their evaluation.

W X Y Z 3. Supervises all student and parent volunteers working in the library.

W X Y Z 4. Aides students or teachers with their research projects.

W X Y Z 5. Orientates students and teachers to the library. Helps them to know what is available and how it can be acquired.

W X Y Z 6. Instructs students in library skills.

W X Y Z 7. Maintains an up-to-date inventory by "weeding," repairing and maintaining the library collection.

W X Y Z 8. Promotes the use and value of the school library.

W X Y Z 9. Maintains an attractive physical appearance in the library.

W X Y Z 10. Keeps informed as to new library trends and communicates relevant information to the staff.

W X Y Z 11. Helps teachers/principals become more aware of new and relevant happenings in their field.

W X Y Z 12. Keeps all records necessary for the efficient functioning of the library.

W X Y Z 13. Assists students with materials selection by providing interlibrary loan counseling.

W X Y Z 14. Is responsible for the cataloging and dissemination of all audio-visual equipment and software assigned to the school library.

W X Y Z 15. Instructs teachers in the use of audio-visual equipment.

W X Y Z 16. Manages the building library budget under the direction of the superintendent.

W X Y Z 17. Evaluates the efficiency of the school library.

II. GENERAL CRITERIA

W X Y Z 1. Dependability

W X Y Z 2. Supports school policies and their purposes.

W X Y Z 3. Attitude

W X Y Z 4. Appearance

W X Y Z 5. Initiative

W X Y Z 6. Judgement

W X Y Z 7. Recognizes the needs of the school and assumes additional responsibilities where qualified and able.

Comments:

Date of classroom or other observation _____

Evaluation conference held with teacher on _____

Signed _____
(Evaluator)

Signed _____
(Librarian)

Note: The teacher's signature indicates that he/she has read this evaluation but it does not imply that he/she concurs with any or all its contents.

Certified Staff Evaluation Process

1. Purpose

The primary purpose and role of an evaluation program is to strengthen and improve the educational program of the district by assisting the individual teacher in becoming a better and more effective teacher.

Other purposes are:

1. To provide structured and informal opportunities for administrators and teachers to objectively consider and evaluate the effectiveness and the contribution of the teacher to the total school program. It is the belief of the Board, Administration, and Association that these evaluations provide the best opportunity for a teacher's growth to include strengths and possible weaknesses and to improve in effectiveness as a teacher.
2. To aid in planning programs of in-service training for all teachers and to identify areas in which teachers need individual assistance and support.
3. To encourage teachers to constantly self-evaluate their teaching effectiveness in accordance with evaluation criteria.
4. To provide an objective means by which recommendations may be made to the Board regarding the employment status of teachers and to provide data for reports, studies, recommendations as needed.

2. Teacher Effectiveness

A. Domains and Components

Charlotte Danielson's Domains 1, 2, 3, and 4 from the 2011 A Framework for Teaching will be used for observation/evaluation purposes. All components in Domain 2 (The Classroom Environment) and Domain 3 (Instruction) will be used. Components not observable during formal or informal observations will not be used in the final calculation for the evaluation. At least two components in Domain 1 (Planning and Preparation) and in Domain 4 (Professional Responsibilities) will be selected by the evaluator and teacher. One component will be selected by the individual teacher and one will be selected by the evaluator, for a total of 2 components in Domain 1 and 2 components in Domain 4. The components selected by the teacher and evaluator will be identified at the time of the 1st semester pre-conference meeting. The selected components will be used for the entire evaluation cycle. *Refer to Appendix D - A Framework for Teaching.* 10

a. Counselor Domains and Components

Counselors will be evaluated using the "Counselor Performance Tool". *Refer to Appendix E – Counselor Performance Evaluation.*

B. Evaluating Practice Using Evidence Provided by Artifacts

Professional practice evaluations also require the consideration of evidence that cannot be collected through classroom observation. Components that are not observable are supported by the collection of artifacts. Artifacts are documents, materials, processes, strategies, and other information that demonstrate performance relative to a standard of professional teaching practice. To ensure expectations are established and artifact collection is focused, evaluators and teachers will discuss artifacts which support the evaluation. In many cases, artifacts stem from a teacher's day-to-day work and teachers do not need to create documentation specifically to support the evaluation process. *Refer to Appendix F – Examples of Artifacts Aligned to Domains of Professional Practice.*

C. Overall Professional Practices Rating

After using standards-based rubrics to determine teaching performance for each component evaluated, the evaluator will use a three-step process to determine a professional practice rating of Unsatisfactory, Basic, Proficient or Distinguished.

Step 1: Determine Component-Level Performance

Point values are assigned to teaching performance for each component evaluated: A Distinguished rating is assigned 4 points; a Proficient rating is assigned 3 points; a Basic rating is assigned 2 points; and an unsatisfactory rating is assigned 1 point.

Step 2: Calculate an Average Score for All Components Evaluated

An average component-level score is calculated by dividing the total of all points earned by the number of components evaluated. The average will range from 1 to 4, and is rounded to the nearest hundredth of a point. All components are given equal weight.

Step 3: Determine the Overall Professional Practice Rating

The average component-level score is used to assign a Professional Practice Rating of Unsatisfactory, Basic, Proficient or Distinguished. The chart below presents the scoring ranges aligned to the four performance categories.

Overall Professional Practice Rating				
Scoring Ranges	1.00 to 1.49	1.50 to 2.49	2.50 to 3.49	3.50 to 4.00
Rating	Unsatisfactory	Basic	Proficient	Distinguished

D. Descriptions

Each of the four final Professional Practice Ratings – Unsatisfactory, Basic, Proficient and Distinguished – are defined in general terms to illustrate the continuum of possible performance relative to the rigorous professional teaching standards outlined in the South Dakota Framework for Teaching.

- **Unsatisfactory:** A teacher performing at the Unsatisfactory level does not appear to understand the underlying concepts represented by the Framework for Teaching. Performance at this level requires significant intervention and coaching to improve the teacher's performance.
- **Basic:** A teacher performing at the Basic level appears to understand the Framework conceptually but struggles to implement the standards into professional practice. Performance at this level is generally considered minimally competent for teachers early in their careers and improvement is expected to occur with experience.
- **Proficient:** A teacher performing at the Proficient level clearly understands the concepts represented by the Framework and implements them well. Teachers performing at this level are qualified in the craft of teaching and work to continually improve practice.
- **Distinguished:** A teacher performing at the Distinguished level is a master teacher and makes a contribution to the field, both inside and outside the classroom. While all teachers strive to attain Distinguished-level performance, this level is considered difficult to attain consistently.

E. Professional Practice Rating

The recommended summative rating matrix model does not rely on uniform, prescriptive formulas to calculate the summative effectiveness rating. By default, evaluations of professional practice account for the entire final rating. However, the matrix design also provides opportunity for professional judgement to be used in cases where the professional practice and student growth ratings appear to conflict. *Refer to Appendix H – Professional Practices Rating & Documentation.*

F. Observation Procedures

1. Observation procedures, according to SDCL 13-42-34, will be as follows:
 - a. For teachers in years one through three of continuous employment:
 - A minimum of two (2) informal observations per year; one prior to the first formal evaluation, the remainder delivered throughout the year.
 - A minimum of two (2) formal observations of professional practice per year; one completed each semester.
 - b. For teachers in their fourth continuous year of employment and beyond:
 - A minimum of two (2) informal observations each year.
 - A minimum of one (1) formal observation of professional practice each year.
 - c. A **formal observation** must be at least 15 minutes long, conducted by the evaluator. The process of formal observation includes structured pre- and post-observation conferences. A notice of five school days, unless other timelines are mutually agreed upon by the evaluator and teacher, will be given to the teacher to prepare for the pre-observation conference. A **pre-observation conference** provides the evaluator and teacher a time to discuss the upcoming observation, including any lesson standards, assessment tools, instructional strategies, or differentiation needed. First through third year teachers will have a face to face meeting for their first semester pre-conference meeting in the 1st semester. A **post-observation conference**, which occurs following a formal observation, is an opportunity for reflection and analysis, giving the evaluator and teacher time to engage in a professional dialogue about effective strategies that support teaching and learning. The post-observation conference should occur within five school days of the formal observation unless other timelines are mutually agreed-upon by evaluator and teacher.
 - d. An **informal observation**, or drop-in, is not necessarily announced, but could be. It is a least five (5) minutes in length and is followed by feedback to the teacher. Feedback will be provided within five school days of the informal observation unless other timelines are mutually agreed upon by the evaluator and teacher.
 - e. It is the expectation that frequent conferences of a more informal nature will take place concerning improving the quality of teaching performance. These conferences may result from a variety of circumstances such as (1) observation by the evaluator in the routine performance of the evaluator's duties with respect to any aspects of job performance in need of immediate improvements, (2) concerns expressed by the teacher concerning any problem area(s) in which the teacher feels the need for assistance in order to improve teaching performance.

G. Records

Signed copies of all teacher evaluations, which include at a minimum the formal observation(s) and summative evaluation shall be filed in the teacher's personnel file in the De Smet School Administration office. By signing, the teacher and evaluator acknowledge that (a) a conference was held and (b) the teacher is aware of the contents of the evaluation report and (c) the report has been thoroughly discussed with the teacher.

A copy of the above is also to be given to the teacher. *Refer to Appendix H – Professional Practices Rating & Documentation.*

In the event the teacher is dissatisfied with an evaluation, the teacher may respond to the evaluation in writing, stating reasons why it is felt the evaluation is unfair, inaccurate, or

incomplete. This statement will then become a permanent part of the teacher's evaluation folder and personnel file.

3. Plan of Assistance

If, as a result of informal or formal observation and ensuing conferences, specific guidelines and directives are determined to improve teaching performance, these are to be filed in the same manner as the formal evaluation reports. In no way will this language affect the district's ability to non-renew a probationary teacher with no cause given.

Criteria/Elements should include:

1. A statement of the observed deficiency(ies) with examples given to demonstrate deficiency. This description should also include which domain(s) and component(s) of the Danielson Model are in question.
2. Specific directives to address the deficiency(ies)
 - a. Each directive must be measurable.
 - b. Each directive must be achievable in the timeframe given.
 - c. Each directive must be objective.
3. A timeline for the plan of assistance to be completed.
4. A description of the district's offer of assistance in completing the plan.
5. Provision for periodic meetings to ascertain progress.

4. Nonrenewal

It sometimes happens, however, that a teacher does not grow in skill as anticipated. In such cases, after a genuine effort has been made by the administrative and supervisory personnel in assisting the teacher to grow, the Board, upon recommendation of the Superintendent, shall not renew the teachers' contract. Nonrenewal of the teacher's contract (reference SDCL 13-43-6.3) provides that the superintendent shall give written notice of the nonrenewal by April 15 for teachers in years one through three of their continuous teaching in the district and on or before April 15th for teachers who are in or beyond their fourth year of continuous teaching in the district.

Summative Evaluation Form

RECOMMENDATIONS AND ACKNOWLEDGEMENT

EVALUATOR RECOMMENDATION

Based on the evidence gathered throughout the evaluation cycle, the teacher's performance will result in the development of a:

PROFESSIONAL GROWTH PLAN	PLAN OF ASSISTANCE
<input type="checkbox"/>	<input type="checkbox"/>

SIGNATURES

The signature of the employee shall not imply that the employee agrees with evaluation, but merely indicates that the evaluation has been discussed.

We have discussed the evaluation.

Evaluator: _____ Date: _____

Employee: _____ Date: _____

On the basis of supervision and evaluation as outlined in official school board policy, I recommend the above named individual as follows:

Recommended for Reemployment

Recommended for Reemployment with the following qualifications:

Not Recommended for Reemployment

Principal's Signature

Date

DE SMET SCHOOL DISTRICT 38-2

Grievance Form

This form shall be used to file a formal grievance in accordance with the School District Grievance Procedure.

Grievance No. _____ Date _____

Name of Aggrieved Person/Persons _____

Policy, Rule, or Regulation involved

Date and Time of Alleged Action:

Has the informal portion of the Grievance procedure been followed completely? Yes No

Employee's Statement of Grievance:

Remedy Requested:

_____ (Signature)

The foregoing constitutes those school board policies, which have been reached through collective negotiations between the School Board of De Smet School District and the recognized bargaining agents of the teachers of the District (DEA/SDEA in 2025-2026). These signatures indicate that tentative agreement has been reached on these items for the 2025-2026 school year and that final approval will be accomplished through official school board action.

4/11/25
(Date)

Cherylynn Nolt
(For the Teachers)

Shane T. Rad
(For the School Board)

TABLE OF CONTENTS

Hiring Schedule-----	2
Extra Curricular Schedule-----	3
Gate Worker Compensation for Events -----	4
Tuition Reimbursement-----	4
Insurance-----	5
Payroll Deductions-----	5
Sick Leave-----	5
Funeral Leave-----	5
Additional Leave-----	5
Jury Leave-----	6
Leave of Absence-----	6
Professional Leave-----	6
Sick Leave Bank-----	6
Association Leave-----	6
Military Leave-----	6
Special Early Retirement-----	6
Curriculum Development-----	7
Grievance Procedure-----	7
Citizens Complaint Procedure-----	8
Staff Reduction-----	8
Recall-----	9
Ten Month Salary Option-----	9
Visitor Notice-----	9
Coaches/Advisors Evaluation Form-----	10
Librarian Evaluation Form-----	12
Certified Staff Evaluation Process-----	14
Summative Evaluation Form-----	19
Grievance Form-----	20
Signature Page-----	21

