

## **4000 NEGOTIATIONS AND RECOGNITION**

### **I. RECOGNITION:**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all teachers and classified personnel, except those designated as supervisors or administrators. All communications by the Board and/or its agents deal with the President of the Association unless the President or this agreement specifies otherwise. (Revised May 2011)

### **II. CHALLENGE OF RECOGNITION:**

When a question concerning the Association representatives is raised by the Board or a group of teachers, the matter will be settled according to SDCL 3-18-5 by Division of Labor and Management.

### **III. PROCEDURES:**

The first meeting shall be held on or before the first day of March. The Superintendent will announce the time and place of the initial meeting. The purpose at the initial session shall be for the handling of administrative details for subsequent meetings. Future negotiation sessions shall be held as necessary and as agreed upon by the parties. Prior to adjournment of any negotiation sessions, the time, location, and agenda of the next session shall be determined. Negotiation sessions shall be scheduled to avoid conflict with school duties of the Association representatives or released time shall be made available.

During negotiations, the parties will present relevant data, exchange points of view, and make proposals and counter-proposals. The Board will provide the Association with relevant information on tentative, preliminary and final budgets as well as budgetary requirements and allocations after Board action has been taken on such matters. Such information shall be provided in the same form as it has been presented to the public. The Board will make available to the Association for inspection all pertinent records, data, and information of a non-confidential nature of the Flandreau School District and provide copies in reasonable numbers upon request.

1. The Board agrees that it will not, except in cases of emergency alter during the period while negotiations are being conducted any policy which is a negotiations agenda item.
2. The Association and its members agree to comply with SDCL 3-18-9 through SDCL 3-18-14.
3. The Association shall be entitled to the reasonable use of school communications media so long as the said usage does not result in an increased work load for the school district.
4. Neither party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, counter-proposals, and make concessions in the course of negotiations.
5. The representatives appointed by each party shall have power to negotiate for that party and to make tentative agreements. However, final agreement shall be contingent upon adoption by the Board.
6. If agreement is not reached by the third Monday in April, teachers' contracts shall be issued as prescribed by state law. Said contracts shall be amended as needed upon final agreement.

### **NEGOTIATION OR MEDIATION GROUND RULES**

1. Meetings will be held at Flandreau Public Schools unless a different location is mutually agreed upon. No session shall exceed two (2) hours in duration except by mutual consent. Time will be allowed for establishing the next meeting's agenda at the end of each session.
  - a. Adjustments in the agenda may be made by mutual consent.
  - b. After initial proposals have been exchanged, no new items may be submitted without mutual consent of both parties.
2. Each party may have its negotiations team and consultants at each session and choose its own spokesperson. Each team shall not exceed seven persons including the spokesperson and recording secretary.

3. Either party may with good cause request the postponement of a scheduled session and the request shall not be unreasonable denied.
4. The negotiations will be closed to the general public except members of the public news media.
5. Each party may have a recording secretary present.
6. Each party shall have the right to caucus.
7. When tentative agreement on any item is reached, the spokesperson for each party will initial the item to signify tentative agreement.
8. No news releases shall be issued by either side except by mutual agreement unless in passe has been declared by either side.
9. Negotiation sessions may be taped, for the use of the negotiating teams only. The tapes shall not be published or reviewed by any persons other than the negotiating teams. The tapes will be held in the custody of the business manager and may be reviewed at reasonable times in the board room only. The tapes will be destroyed on the conclusion of negotiations.

Approved 5/19/09

**IV. AGREEMENTS:**

Upon tentative agreement between the parties, all items of agreement shall be reduced to writing and submitted to the Board and Association for approval.

Upon approval by the parties, a mutually acceptable written agreement shall be signed by the President of the Board and the President of the Association. Such agreement will be entered into the official minutes of the Board and thereupon constitute a revision of school district policies.

**MEDIATION:**

In the event that agreement is not reached, the following shall take place:

- The State Department of Labor will be notified to conduct the mediation and fact finding process.

(4-14-93 Revised)

**VI. COSTS:**

Costs and expenses incurred in the selecting and utilizing the services of a consultant or mediator are the responsibility of the party engaging the consultant or mediator. Cost and expense of a single or third party mediator shall be shared by the Board and Association.

**VII. AMENDMENT:**

Either party desiring changes to this agreement shall notify the other party in writing. Proposed amendments to this agreement shall become agenda items for negotiations.

**VIII. SEVERABILITY:**

If any provision of this agreement or any application of this agreement through any teacher or group of teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other applications and provisions shall continue in full force and effect. In the event, the parties to this agreement shall meet within ten (10) days and negotiate a substitute provision.

IX. DURATION:

The provisions of the agreement shall be effective upon adoption and shall continue to full force and effect until changed by the amendment procedure.

X. PRINTING OF AGREEMENT

The online version of the negotiated agreement will be updated and available online 60 days after board approval.

(Revised 6/2013)

## **4100 GRIEVANCE PROCEDURE**

Section I - DEFINITIONS:

- "Grievance" shall mean a complaint by an employee or a group of teachers based upon an alleged violation. Misinterpretation or inequitable application of any written policies, rules, agreements, contracts, regulations or the terms of this agreement. Negotiations for or disagreement over a non-existing policy, rule, or regulation, agreement or contract is not a "grievance" and is not subject to any grievance procedure.
- The term "employee" may include a group of employees who are similarly affected by a grievance.
- "Grievant" is the person or persons making the claim.
- A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- The term "days" when used in this article shall mean employee work days.
- "Immediately involved supervisor" shall mean the administrator or supervisor at the lowest administrative level who has the authority to decide the grievance.
- "Division" is the Division of Labor and Management of the South Dakota Department of Labor.
- "Hearing" shall mean a meeting in which any party in interest may call witnesses, present evidence, cross examine witnesses, present arguments, have representation, and receive a complete transcript of the proceeding, but shall require a court reporter. Evidence which is not relevant need not be allowed.
- "Association" shall mean the Flandreau Education Association.
- "Board" shall mean the Board of Education of the Flandreau School District 50-3.

Section II - PURPOSES:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, appropriate disposition of grievances.
2. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at each level of the procedure.
3. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association at any time.
4. Each employee grievance shall be presented and considered only through the procedures established herein.

Section III - STRUCTURE:

1. The Association shall designate a grievance representative for each school.
2. The Association shall maintain a grievance committee (Hereinafter referred to as the "committee"), which shall be constituted in such a manner as may be determined by the Association.

Section IV - TIME LIMITS:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is possible.
3. An employee shall initiate a formal grievance in writing within thirty (30) days of the alleged violation, misinterpretation, or inequitable application, or the same shall be forever barred.
4. In the event a time limit established by this Article is not met by the immediately involved supervisor, Superintendent, or the Board, as the case may be, the grievance shall without further action move to the subsequent level.

Section V - INFORMAL PROCEDURES:

1. If an employee feels that he/she has a grievance, the matter may first be discussed with the immediately involved supervisor in an effort to resolve the problem informally.

Section VI - FORMAL PROCEDURES:

1. A grievance shall be initiated formally in writing to the immediately involved supervisor. If there is no immediately involved supervisor, it shall be initiated in writing at Level Three. A grievance must state that it is a grievance, and must state the basis for the grievance.
2. Level One - Immediately involved Supervisor (but not the Superintendent.)
  - a. The supervisor shall receive the written grievance and meet with the grievant to discuss the matter in an attempt to resolve it.
  - b. The supervisor shall within five (5) days of receiving the grievance render a decision with rationale in writing to the grievant with a copy to the committee and the Superintendent.
3. Level Two - Superintendent
  - a. If the grievant is not satisfied with the disposition of the grievance at Level One, or if the Superintendent is the immediately involved supervisor, the grievant may submit the formal written grievance to the Committee. If the Superintendent is not the immediately involved supervisor, the grievance must be submitted within five (5) days after the grievance was presented at Level One.
  - b. Within ten (10) days after receiving the formal written grievance the Committee shall provide an opportunity for the grievant to meet with the Committee for the purpose of reviewing the grievance. At the meeting the grievant may file a written appeal with the Committee for a meeting with the Superintendent. Within two (2) days of its receipt, the Committee through its chairperson shall submit such appeal to the Superintendent.

- c. The Superintendent shall act for the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written appeal, the Superintendent shall meet with the grievant and with the Committee. A recording of the meeting may be kept by any party in interest.
- d. The Superintendent shall within five (5) days of the meeting render a decision with rationale in writing to the grievant with a copy to the Committee.

4. Level Three - Board

- a. If the grievant is not satisfied with disposition of the grievance at Level Two, the grievant may file the grievance again with the Committee within ten (10) days after the meeting with the Superintendent.
- b. After receiving such further appeal, the Committee through its chairperson may refer the grievance to the Board for a hearing to be held within ten (10) days of such reference. The Superintendent must also receive a written notification of the reasons for the grievance at the time of Board notification.
- c. The decision of the Board shall be rendered in writing within ten (10) days after such hearing.

5. Level Four - Appeal to the Division

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, an appeal may be taken to the Division within thirty (30) days of the decision at Level Three with a copy to the Committee.
- b. In the event that the grievance is appealed to the Division, the provisions of SDCL 3-18 shall be followed. This law specifies that the Division will conduct an investigation and subsequent hearing, and shall issue an order covering the points raised which order shall be binding on the employees and the agency.

## Section VII - Rights of Participation

1. No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
2. All parties in interest may be represented at all steps of the formal grievance procedure by persons of their own choosing, except that no minority union may represent a grievant.
3. The Committee shall have the right to be present and to state its views at all levels of the formal procedure.

## Section VIII - Miscellaneous

1. If in the judgment of the Committee, a grievance affects a group or class of employees, the Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall begin at Level Two.
2. Decision rendered at all formal levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, with a copy to the committee.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the central office personnel and evaluation files of the participants.
4. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through the principals, the Association grievance representatives, and the Committee so as to facilitate operation of the grievance procedure.
5. The sole remedy available to any employee for any grievance shall be pursuant to the foregoing grievance procedure.
6. Any action initiated by a grievant in a duly constituted court of law shall suspend the processing of any grievance under this procedural policy unless otherwise directed by said court.

#### **4119.1 EARLY RETIREMENT**

The following conditions will apply to the teacher who elects to apply for early retirement.

1. The Early Retirement Policy will be cancelled at the end of the 2020-2021 school year. The exception to this policy is for anyone hired before August of 2001 will be allowed to utilize the Early Retirement benefit provided that he/she meets all the other criteria within the Early Retirement Policy.
2. One teacher will be granted early retirement for each school term. The school board may or may not at its discretion, grant early retirement for additional teacher (s) each school term. Preference for early retirement will be given in the following order:
  - a. Teacher (s) with the most experience in service to the district.
  - b. Teacher (s) who is the oldest.
  - c. Should teachers be of the same experience, age, and have the same birth-date, selection will be by lot.
3. The deadline for applying for early retirement effective the next school term, will be January 15th.
4. Benefits will be paid in one installment to the South Dakota Retirement System which will be on or before September 25<sup>th</sup>.
5. The benefits granted under this policy are given on a one-time basis only.
6. In order to qualify, the individual must have served the Flandreau School District as a full time teacher for a minimum of twenty (20) years.
7. In the event a teacher, who has applied and been approved for early retirement benefits, dies while all or part of such benefit remain unpaid, such unpaid benefits or part thereof shall be paid to the beneficiary designated in writing by the teacher. In the event no beneficiary designation has been made, the unpaid benefit shall be paid to the estate of the deceased teacher.
8. The percentage of salary will be based on the teacher's salary at the time of application, excluding pay for state sponsored workshop days, incentive reimbursement, and extra-curricular stipends of the district.

AGE AT JUNE 30 OF RETIREMENT YEAR	PERCENTAGE FACTOR 1
60	75%
59	75%
58	75%
57	75%
56	75%
55	75%
54	75%

(Revised 6/2016)

#### **4200 SALARY AND RELATED ITEMS**

The hiring guide as presented below with the following inclusion:

- A) The Hiring Guide and individual base salaries will be negotiated as two separate items.

B) The intent of the Hiring guide is known that a new teacher is not paid more than an existing teacher with the same number of years of experience.

(Revised 6/2017)

**4210 Hiring Guide**

1. The hiring guide is not a contract between the Board and teachers, but is to be used as a guide to determine salaries. The schedule adopted each spring is to be the guide for the following year.
2. The Board reserves the right to withhold annual increments, to grant additional increments, and to hire teachers as salaries above the guide if necessary.
3. This Hiring guide was developed to recognize experience, level of college education and to encourage professional development.

The professional hiring guide should be:

- Based on such professional considerations as preparation, teaching experience and professional growth.
- Provide beginning salaries adequate to attract capable people in the profession.
- Developed cooperatively by the Board, administration and the teachers.
- Permit no discrimination as to grade or subject taught, creed, race, sex, marital status or number of dependents.

**Hiring Guide Information**

General Information - a hiring guide expresses a policy which the Board is expected to follow in fixing salaries, but it is not a contract between the Board and teacher. The Board will make reasonable effort to maintain the schedule, but it reserves the right to make any additions, reduction, or other changes which, in its judgment, may be necessary from time to time. It shall be the policy of the Board to review annually all salaries. The Board reserves the right to refuse to grant an increment to any teacher if there is a question whether the teacher is doing a satisfactory job. If a teacher is not granted the annual increment, but is rehired, the teacher will have one year to show sufficient real improvement. If sufficient improvement is not seen, the teacher will not be rehired.

**Hiring Guide – 2025-2026**

Yrs. Exp.		Professional Horizontal Growth	
0	\$46,000	BS+16	900
1	\$46,200	BS+32	1650
2	\$46,400	MS	1950
3	\$46,600	\$900 will be awarded for each additional 16 graduate credit hours	
4	\$46,800		
5	\$47,000		
6	\$47,200	A newly hired teacher with teaching experience in the five years prior	
7	\$47,400	to employment by the Flandreau School District, shall be placed on the	
8	\$47,600	appropriate level on the hiring guide with a maximum of ten years	
9	\$47,800	experience	
10	\$48,000		

(Revised 6/2016; 6/2017; 6/2018; 6/2019; 6/2020; 1/2022; 7/2022; 5/2023; 4/2024; 6/2025)

**CLASSIFIED – Hiring Guide – 2025-2026**

\$0.20 per year experience up to 10 years  
\$0.35 increase for 2 year degree  
\$0.60 increase for 4 year degree

Alternative Room Supervisor

Starting wage \$17.60

Paraprofessional

Starting wage \$17.10

Administrative Assistant (12 month contract)

Starting wage \$18.60

Secretary (12 month contract)

Starting wage \$18.10

Secretary (10 month contract)

Starting wage \$17.60

ELL Para/Interpreter

Starting wage \$23.10

Custodians

Starting wage \$17.60

Lunch Cashier

\$1.00 increase in salary for cashier time only

(Adopted 5/2018; Revised 6/2019; 6/2020; 1/2022; 7/2022; 5/2023; 4/2024; 6/2025)

**4220 Salary Based on Credits Earned**

1. Bachelor's Degree - a teacher who is a graduate of a recognized and accredited teacher training institute with a BS or BA in education.
2. In order to qualify for any lane advancement beyond BA, a teacher must show evidence in the form of an official transcript from a(n) accredited college(s) recognized by the Department of Education.
3. A newly hired teacher with teaching experience prior to employment by the Flandreau School District shall be placed in the appropriate degree lane and with a maximum of ten (10) years experience credit.
4. A teacher with no prior teaching experience shall be placed on step zero (0) of the hiring schedule. The Board has the option to employ a teacher above the hiring guide in emergency situations.
5. In order to qualify for the Master's Degree lane, a teacher must have completed the required graduate work and have been awarded a degree of MS, MA or a degree of equal value. A teacher must earn college graduate level credits to advance to the BS+16, BS+32, BS+48, MS, MS+16 and MS+32 lanes. At least one-half of the credits earned to

advance to each of the respective lanes must be in the teacher's field or fields of instruction. Beginning with the 1993-94 school term two college undergraduate level credits may be substituted for one college graduate level credit for purposes of advancing lanes on the salary schedule. (Revised 6/2013)

6. Evidence of credit hours earned for the purpose of advancing on the Professional Horizontal Growth Guide must be submitted to the Superintendent by September 15. Notification of intent to advance shall be given to the Business Manager by April 15, prior to summer session. (Revised 6/2013)

#### **4221 Salary Payment**

Staff shall receive salary payment on the 20th of the month or the last workday preceding the 20th if the 20th is not a workday. Salary payments shall be monthly in (12) twelve equal installments or monthly (September through June) in ten (10) equal installments. If the 20<sup>th</sup> is a holiday of which the banks do not consider a normal workday, salary payment shall be made on the most previous workday.

(Revised 5/15/96; 6/2017)

#### **4230.2 Severance Pay**

**Certified Staff:** After twenty years of service with the Flandreau School District and upon severance of employment, an employee will be reimbursed \$30 per day for up to seventy-two (72) days of unused sick leave.

**Classified Staff:** employees will not be paid for any accumulated vacation, sick leave or other leave days upon severance from employment, however, after twenty years of service with the Flandreau Public School District and upon proper notice of severance of employment, an employee will be reimbursed \$4.00 per hour for up to 480 hours of unused sick leave.

(Revised 6/2013; 7/2022)

#### **4240 Salary Deductions**

1. Recorded deductions - each month the teacher's paycheck shall indicate the following deductions: FICA tax, SD Teacher Retirement, federal and/or state income tax withheld, group medical insurance plan, and tax-sheltered annuity.
2. Payroll deductions
  - a. Monthly deductions for social security, teacher retirement and insurance shall be deducted provided such deductions are constant throughout the salary payment period selected by the teacher under 4221. Deductions will be made only if the teacher has provided a written notice that such deductions be made and such notice is received by the Business Office by September 5<sup>th</sup> or the last workday before the 5<sup>th</sup> If it is a weekend or holiday. Payroll deductions as a result of changes in supplementary insurance can be modified for the following month provided that written notice of such a deduction is received by the Business Office by the 10<sup>th</sup> day of the month prior to the deduction will be modified.
  - b. The Board agrees to have itemized payroll deduction slips on all paychecks.
  - c. The Business Manager will be given authority by the teacher to make adjustments in various deductions so as to comply with various federal and/or state regulations.
  - d.

(Revised 6/2017; 4/2024)

#### **4245 Point System for Professional Horizontal Growth Guide**

Points will be awarded as a substitute for college graduate credits on the Professional Horizontal Growth Guide. A maximum of eight credits will be allowed to be substituted by points on the Professional Horizontal Growth Guide. A six member professional committee will be comprised of 3 individuals appointed by the teacher association president and 3 individuals appointed by the superintendent. This committee will meet on at least a quarterly basis to assign points for various courses, workshops and other

Updated 6/2025

professional activities. The committee will select a chairperson on an annual basis who will establish the agenda and lead the meetings. All decisions relating to this policy will be based on a majority vote of the committee membership.

Revised (6/2013)

#### **4250 Professional Re-certification Fund**

Employees will be reimbursed for six (6) semester hours of college credit every five (5) years up to \$100.00 per credit hour. Courses must have prior approval by the Superintendent and must be in the teacher's teaching area. A maximum of thirty (30) semester hours will be budgeted annually.

(Revised 7/2022)

#### **4260 Professional Travel**

1. A minimum of \$1950 will be budgeted each year for teacher travel. The expenditure of this amount shall be determined by the Superintendent with final approval by the Board of Education.
2. Teachers receiving reimbursement from this budget shall be reimbursed at the current state rates for travel. Forms for professional travel are available in the Business Manager's office.

(9-11-90 Revised #1)

#### **4300 ADDITIONAL WORKING HOURS AND DAYS**

1. Allow each certified staff member eight (8) hours in two days during the scheduled workday after the first day of in-service. These hours must include the Open House. Pay will be \$30 per hour. Check in/out with each school's secretary.
2. Allow each SPED certified teacher three (3) additional hours in conjunction with their assigned paraprofessionals prior to the first day of inservice. Compensation will be \$30 per hour for certified staff and the paraprofessional's regular hourly rate. These hours will be scheduled through the Superintendent or Special Education Director. To be completed on August 12 and/or August 16, 2024
3. Allow each SPED case manager and Speech Therapist three (3) hours of additional work time to update files. Three hours do not include lunch and must be between the hours of 8:00 a.m. and 4:00 p.m. on one day. Must be completed before June 1, 2024
4. Allow each ELL certified teacher three (3) additional hours in conjunction with their assigned paraprofessionals prior to the first day in service. Compensation will be \$30 per hour for certified staff and the paraprofessional's regular hourly rate. These hours will be scheduled through the Superintendent. To be completed on August 12 and/or August 16, 2024. This will guarantee that the required LAP's are complete by the start of the school year.
5. Allow each counselor and social worker three (3) additional hours of additional work time to collaborate on services with mental health professionals prior to the first day in service. Compensation will be \$30 per hour. Hours will be scheduled through the Superintendent or Principals. To be completed on the same dates as other staff workdays.
6. Each person who is required to recertify in CPI training will receive 6 hours of pay (certified = \$30 per hour; Classified = \$20 per hour). The staff will need to attend ONE of the 2 scheduled CPI training days (3-4 hours) plus watch the premeeting videos (2-3 hours). The dates for the trainings are Friday, May 16, 2025 and Friday, August 15, 2025. Dates will change each year.

#### **4310 Instructional Load**

The principals are responsible for equitable distribution of work among members of the faculty. Elementary classroom teachers shall have at least a thirty (30) minute preparation period on a regular school day. Non-classroom teachers will have a total of thirty (30) minutes each day of preparation time during the normal length of a student's day. Middle and high school teachers shall have one preparation period per day equal in length of a regular class period. The teacher and principal, upon mutual agreement, may alter the daily standards established by this policy. The principle of full-time equivalency shall apply to this policy.

Updated 6/2025

Revised (5/2011)

#### **4320 Full-time Teacher**

Full-time teacher is defined as any teacher who works at least twenty (20) hours per week and is employed for at least a full nine month period in each year by the Flandreau Public School District 50-3.

Revised (6/12/00)

#### **4325 Longevity Pay**

Longevity pay will be granted to all staff who have been in the Flandreau School District for five years or more. Longevity pay will be paid at the end of the school year.

##### **CERTIFIED STAFF**

<b><u>Years of service</u></b>	<b><u>Annual Longevity Pay</u></b>
5 – 9 yrs	\$300
10 – 14 yrs	\$350
15 – 19 yrs	\$450
20 – 24 yrs	\$550
25 – 29 yrs	\$750
30 – 34 yrs	\$950
35 + yrs	\$1,200

##### **CLASSIFIED STAFF**

<b><u>Years of Service</u></b>	<b><u>Annual Longevity Pay</u></b>
5 – 9.9 yrs	\$300
10 – 14.9 yrs	\$350
15 – 19.9 yrs	\$400
20 – 24.9 yrs	\$450
25 – 29.9 yrs	\$500
30 – 34.9 yrs	\$550
35 + yrs	\$600

Revised (7/01/01; 6/2017; 1/2022; 7/2022; 5/2023)

#### **4330 Teacher Absence**

1. Teacher's Absence - a teacher who expects to be absent must notify the principal as soon as possible, and no later than 7:30 a.m. for morning absence and 11:00 a.m. for afternoon absence. The Principal will then follow the regular procedures regarding substitutes. Before the closing of school that day the absent teacher must have notified the principal of plans for the following day. For absence other than is ordinarily provided for, the teacher must confer with the Superintendent.
2. Non-authorized Absence - deductions for non-authorized absence shall be computed on the basis of the teacher's daily rate, times the number of days of non-authorized absence. The teacher's daily rate shall be computed by dividing said teacher's annual salary by the number of days in session.
3. Teachers new to the system must have reported for duty and actually started their assigned duties before they are entitled to any leave benefits.

4. Teachers must notify the principal's office when returning after an absence or sick leave. They should give the office at least one-half day notice as to when they may return, if at all possible, so that the substitute may be informed and plan accordingly.

#### **4340 State Required Teacher Workshops**

1. All teachers will be reimbursed at the rate set and paid by the State of South Dakota for each state required workshop day.
2. Teachers will submit a voucher for payment at the end of each state required workshop.
3. Compensation for state required workshops shall be in addition to the teacher's regular contract salary.
4. All FICA and retirement payments will be deducted before the check is issued.

#### **4360 Notice and Agenda**

1. The agenda for school board meeting shall be publicly displayed in the school buildings and in accordance with South Dakota Law.
2. Employees may suggest to the Superintendent items for the agenda.

(Revised 7/10/92)

#### **4400 EXTRA DUTY ASSIGNMENTS**

##### **4410 Activity Schedule**

2025-2026

Athletic Director 10,000 (includes one prep period during the day)

Assistant Activities Director 4,757

**Head Coach:**

Football	4,643
Basketball – boys	4,643
Basketball – girls	4,643
Wrestling	4,643
Track	4,643
Volleyball	4,643
Cross Country	3,561
Golf (Girls)	2,913
Golf (Boys)	2,913

Softball	2,913
<b>Assistant Coach:</b>	
Football	2,913
Football	2,913
Football	2,913
Basketball – boys	2,913
Basketball – girls	2,913
Track	2,913
Track	2,913
Track	2,913
Volleyball	2,913
Cross Country	2,232
Wrestling	2,913
Golf	1,839
Softball	1,839
<b>Middle School Coaches:</b>	
Football	1,735
Football	1,735
Basketball – boys	1,735
Basketball – boys	1,735
Basketball – girls	1,735
Basketball – girls	1,735
Volleyball	1,735
Volleyball	1,735
Track	1,735
Track	1,735
Track	1,735
<b>Other coaches/advisors:</b>	
Activities Photographer	773
Yearbook	2,913
Esports	1,839
Band	4,643
Jazz Band	1,368
Oral Interp - HS	3,002
FFA	2,913
CTE Coordinator	1,102
Jr. Class Advisor	1,550
Jr. Class Advisor	1,550
All School Play/Musical Director	1,479
All School Play Musical Director	1,479
One Act Play	1,187
Vocal	1,921
Cheerleading	2,913
National Honor Society	593
Student Council – HS	593
Student Council – MS	593
Student Council – Elem	593
Career and Technical Education Director	1,070
Concessions manager	4,000 (no tutoring sessions during concession times)
Weight Room	1,135

a. An activity schedule expresses a policy, which the board is expected to follow in fixing salaries. The Board reserves the right to make additions, reductions, or other changes which, in its judgment, may be necessary as conditions require. Under emergency conditions, where the Board may have to deviate from the negotiated schedule, formal notification shall be made

Updated 6/2025

to the Association of the Board's intentions. If activity personnel are absent for an unacceptable amount of time, stipend pay will be prorated as is deemed appropriate by the Assistant Activities Director, Activities Director and Superintendent.

(Revised 5/19/09; 6/2017; 6/2018; 6/2019; 1/2022; 3/2023; 4/2024; 6/2025)

**4420 Teacher Employment and Compensation As Substitute Teachers**

- a. Employment - Substitute teachers are employed by the Principal whenever needed.
  - Under no circumstance will the teacher make the arrangements for a substitute teacher.
  - Teachers may not pay their own substitute teacher.
- b. **Teachers may be asked to substitute for other teachers only when an acceptable substitute is not obtainable. Teachers who substitute will be reimbursed at a rate of \$20.00 per prep period. This reimbursement qualification includes preparation periods spent in IEP meetings. Teachers are responsible for keeping a record of these days and then completing a voucher at the end of the year in order to receive compensation.**

(Revised 5/19/09; 4/2024)

**4430 Extra Duty Assignments**

1. Special duty assignments will be assigned by the Principal. These duties will not qualify for extra pay.
2. Extra pay for the following activities has been approved by the Board. If employees volunteer for the following activities and are accepted, they shall be paid the rate indicated. If no volunteers are available, the principal may appoint a employee.
  - Timer and scorer for athletic events - \$30 per event.
  - Ticket seller for all school events - \$30 per event.
  - Refereeing for junior high and junior varsity athletic events - \$30 per event.
  - Track & field meet adult workers - \$30 per meet (Barnes & Evans & JH meet only)
3. Staff members may volunteer to serve as ticket takers for two (2) home events by notifying the Athletic Director by May 15<sup>th</sup> of the current school year. Any staff member that serves one home event will receive a complimentary pass for himself/herself and those staff members that serve two (2) home events will receive a complimentary pass for himself/herself and for his/her spouse. (Revised May 2011)  
Any staff member who serves as a ticket taker for three (3) home events will receive a complimentary pass for himself/herself, his/her spouse and his/her school-age children. A staff member may work at a track and field meet as one of the ticket taking times. If the staff member uses this option, they will NOT get paid the \$30 for working the track meet. (Approved 5/2018)
4. Payment for contracted activity schedule assignments listed in Activity Schedule of the school policy will be paid upon completion of the activity or at the end of the school year. Payment for all other extra duty assignments will be made in one check at the end of the school year. It shall be a Board or Administration option to require a detailed account of extra time and/or responsibility (included in or attached to a voucher) to justify claim for payment and after all equipment and materials have been checked and verified.

(Revised 4/14/93), (Revised 5/19/2009; 6/2013; 7/2022)

**4440 ACTIVITY TRANSPORTATION**

No employee shall be required to serve as a bus or vehicle driver to transport students to an activity for which he or she is paid under the Activity Schedule unless it is a vehicle, which has a capacity less than seventeen (17) passengers. The school district shall provide a vehicle for all activities away from the school district, provided that a teacher may volunteer to use their own vehicle to transport students and the teacher shall be reimbursed at the state mileage rate. If a staff member drives a school vehicle with more than 6 students to an activity, the staff member shall be paid federal minimum wage.

(Approved 7-9-90), (Revised 6/2013)

#### **4500 FRINGE BENEFITS**

##### **4510 MEDICAL/HOSPITAL AND DENTAL INSURANCE**

(2025-2026)

Health Insurance – The District will pay per month for family health coverage according to the following schedule:

Deductible	Single	Two-Party	Family
\$1000	\$575.00	\$575.00	\$575.00
\$2000	\$575.00	\$575.00	\$575.00
\$2500	\$575.00	\$575.00	\$575.00

1. A married couple that is both employed by the Flandreau School District may be eligible to receive the school district's share of the health insurance premium and dental insurance for the two single coverages. These two single coverages may be applied toward one two-party or one family health insurance plan. Also, these two single coverages may be applied toward one family dental insurance plan.
2. For dental insurance, the Board will secure dental insurance through Delta Dental and the District will pay \$30.00 per month for family dental coverage and \$30.00 per month for single dental coverage.
3. The group plan insurance will be in effect beginning with the first full month of employment.
4. The insurance plan is optional to the employee. Employees who do not participate will not receive pay in lieu of non-participation in the plan.
5. Supplemental insurance plans may be added at no cost to the district.

The school board will determine the health insurance plan following consultation with the employees.

Revised (6/2015; 6/2019; 6/2020; 1/2022; 7/2022; 4/2024; 6/2025)

#### **4520 TAX –SHELTERED ANNUITIES**

Any employee of the Flandreau School District may be given the privilege of entering into an amendment to the employees existing contract reflecting reduction in salary for the remainder of the contract term, and that for those employees accepting such reduction in salary, the Flandreau School District would apply for a non-forfeitable annuity contract and purchase the same for the benefit of said employee, with no cost to the school district. Employees will be allowed to make an amendment for salary reduction at two periods during the school year. The application must be submitted to the Business Manager by the first Friday after Labor Day or again, prior to March 1. These deductions would be effective with an employee's paycheck in September or March.

#### **4530 EDUCATIONAL DEVELOPMENT INCENTIVE GRANT PROGRAM**

A grant fund in an amount determined by the school board will be available each year to certified staff on a Request for Proposal (RFP) basis. The purpose of the grant fund will be to promote and encourage teacher leadership, innovation, collaboration and best professional practice. The ultimate goal of the program is to improve the teaching/learning process as it relates to the beliefs, mission, and goals of the Flandreau Public School District.

Grants will be awarded to a teacher or individuals comprising a team of teachers up to a maximum of \$1,500 per individual during the contract year the grant is effective. These grant funds are designed for compensatory purposes.

Successful grant proposals will meet or exceed the following criteria:

- The proposal must be "change" and "innovation" oriented.
- The proposal must correlate with the beliefs, mission, and goals of the school district.
- The proposal must focus directly on improving the teaching/learning process.
- The proposal must be research-based and be identifiable with "best practice".
- Proposals that incorporate and integrate technology are encouraged.
- Proposals that are collaborative in nature are encouraged.

Incentive grant recipients must plan for an appropriate dissemination of the results of the innovation. This must include the following:

- A detailed report assessing the impact of the innovation on teaching and student learning. Copies of the report are to be submitted to the faculty and administration.
- A local in-service presentation to all interested certified staff relative to planning implementation, results and replication of the innovation.

Grant proposals must be received by March 1<sup>st</sup> of each year for the following year. Successful applicants will be notified by May 1<sup>st</sup> of each year. These dates may be changed during the implementation year.

A committee comprised of three teachers, one school board member, and one administrator shall have the responsibility for reviewing all proposals and recommending to the School Board those proposals that are to be granted. Members of the committee shall not be eligible to participate in this program during their term of office.

Grant awards will be paid in the following manner:

- One-half upon completion of the first semester of the academic year of implementation.
- One-half upon completion of the second semester of the academic year of implementation and upon satisfaction of all grant requirements.
- If the project is a semester in length, the award will be paid out upon completion of the project semester and upon satisfaction of all grant requirements.

#### **4600 EVALUATION AND CONTRACT CONDITIONS**

##### **4610 EVALUATION**

###### EVALUATION INSTRUMENT

###### FORWARD

It is our desire as educators to encourage all professional persons to take an active role in their own personal and professional growth as well as the evaluation of the process. It is the intent of this instrument, based on the policies of the Professional Staff Handbook, to enable each person to develop to one's highest potential by providing room for creativity, risk taking, and individualism. It is not meant to be an instrument of fear or intimidation, but rather one of growth and improvement of the individual and the school district.

We realize that this framework has its limitations. As new research becomes available, it may be necessary to make changes in this design. However, our purpose will be to continue to search for more effective tools to improve the education of the students of the Flandreau School District.

### PURPOSE OF EVALUATION

The purpose of evaluation of professional staff is 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 person being evaluated. 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 remediate inadequate teacher performance prior to the decision to non-renewal of the employee.

### USES OF EVALUATION RESULTS

Evaluations are to be used by the administration and teachers to improve the quality of instruction, and may be used in determination of advancement, promotion, transfer, assignment, and future employment.

### EMPLOYMENT RECOMMENDATIONS

Recommendations shall consist of one of the following:

- Recommendation for continued employment.
- Recommendation for continued employment with conditions.
- Not recommended for continued employment.

### WRITTEN EVALUATIONS

Written evaluations will be provided to the employee.

### FREQUENCY OF EVALUATION

1. Before October 1--Evaluation purposes, policies, and procedures must have been reviewed with teachers.
2. Before December 1--1st Formal Evaluation must be completed for probationary teachers.
3. Before December 1--1st Formal Evaluation for teachers who are "recommended with qualifications" from the previous school years.
4. Before April 15--or--Prior to Board evaluative review, whichever comes first, annual evaluations and conferences must be completed on all teachers.
5. Before April 15--Notification of all teachers of non-renewal of contract.

### DEFINITIONS

1. Activity Evaluation--extra-curricular coaching and directing--shall be evaluated based on job descriptions. The activity evaluation is considered part of the teacher evaluation process. A group of activity personnel and administration will evaluate various evaluation tools for athletics and activities.
2. Continuing Contract Teacher--shall be defined as a teacher in or beyond the fourth complete contract of teaching in the Flandreau School District.
3. Evaluator--the building administrator or supervisor who had been delegated the authority to act as a representative of the Superintendent of Schools.
4. Formal Classroom Observation--an observation with full knowledge of the teacher resulting in a written report.
5. Informal Observation--an observation of classroom or non-classroom duties/responsibilities resulting in documentation and/or conference.
6. Job Description--duties/responsibilities required to meet contract obligations.
7. Observation/Evaluation record--a standardized form to be filled out by evaluator to summarize formal classroom and informal observations performed throughout the year.
8. Performance Areas--criteria and indicators--areas involving the planning, implementation, evaluation, and professional instruction of students.
9. Personal File--a record of employment and evaluation that is kept on file in the Superintendent's Office.
10. Plan of Assistance--a written plan to provide suggestions to improve identified area of instructional deficiencies that have been identified through the evaluation process.
11. Post-Observation Conference--a review of the formal observation conducted between the evaluator and staff member in which the observation is critiqued and implementation of the professional growth plan may be initiated.
12. Pre-Observation Conference--a review of the formal observation between the evaluator and staff member in which they meet to establish the guidelines of the observation.
13. Professional Growth--staff development that will enhance job performance.
14. Professional Staff--certified individuals regularly employed in a professional capacity by the District School Board.
15. Probationary Teacher--shall be defined as a teacher in their first, second, or third complete contract year of teaching in the Flandreau School District.
16. Teacher Initiated Data--information offered by the staff member to evaluator concerning personal contributions, honors received, degrees earned, and classes taken or participated in for the benefit of personal and professional growth. This information can be documented on the observation/evaluation record for the purpose of recognizing and benefiting the staff member.

#### STEPS IN THE EVALUATION PROCEDURES

1. Meet to review the purposes, policies, and procedures of evaluation before October 1st.
2. Set date(s) for formal classroom observation.
3. Conduct Pre-Observation Conference.
4. Conduct Classroom Observation(s).
5. Written observation/evaluation record completed based on formal and/or informal observation records.

6. Conduct Post-Observation Conference.
7. Observation/evaluation record signed by the evaluator and staff member.
8. Implementation of improvement suggestions.
9. Annual performance review conference to review classroom observation data and other teacher initiated data provided by the teacher.
10. Observation/evaluation record written and signed by the evaluator and signed by the teacher and forwarded to the Superintendent's office.

**RESPONSIBILITIES OF EVALUATOR AND TEACHER, LIBRARIAN, COUNSELOR, AND ACTIVITIES PERSONNEL**

1. Evaluator
  - a. Meets with certified staff before October 1, to review the purposes, policies, and procedures of evaluation.
  - b. Must be trained with respect to evaluation procedures, evaluation forms, and standards to be used.
  - c. Provides positive supportive assistance and resources that are available.
  - d. Provides for the demonstration of theories, techniques, and methodology for the teacher if necessary and/or appropriate.
  - e. Conducts a pre-observation conference, an observation, and a post-observation conference.
  - f. Furnishes the teacher a written observation report no later than 5 days after the observation.
  - g. Conducts the observation openly and with the full knowledge of the teacher.
2. Teacher, Librarian, Counselor
  - a. Meets with the Evaluator before October 1 to review the purposes, policies, and procedures of evaluation.
  - b. Is familiar with the Evaluation policy, Professional Staff Handbook, and other criteria on which the evaluation will be based.
  - c. Provides the evaluator a lesson guide during the Pre-Observation conference that will list the lesson objectives, teaching steps, and the evaluation of the lesson.
  - d. Assists in the developing of a Professional Growth Plan, Job Target, and method(s) of evaluation.
  - e. Provides Teacher Initiated Data that will be used in the Comprehensive Review.
  - f. Implements the "improvement suggestions" after the post-observation conference.
3. Activities Personnel:
  - a. The Activities or Athletic Director will conduct at least one evaluation per year for all activity personnel.

**JOB SPECIFIC CRITERIA FOR SCHOOL TEACHERS, LIBRARIANS AND COUNSELORS**

**EVALUATION INSTRUMENT**

**PRE-OBSERVATION FORM**  
**(Please return this form to the principal prior to the observation)**

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_  
Class: \_\_\_\_\_ Time: \_\_\_\_\_  
Concept being taught: \_\_\_\_\_

**1. Background Information**

Where are you in the sequence of the lesson/unit?

What do the students know or what have they previously done regarding this segment of content?

What will they learn next?

What are these students like?

What are the distinct aspects about this group of students or individuals within the group that cause you to teach a certain way or to use/not use certain activities?

**2. Objective**

What do you want these students to know at the end of this observed lesson?

What do you want learners to be able to do with the knowledge/understanding or skill you are teaching?

**3. Methodology**

What teaching practices, behaviors or techniques will you use?

What learning behaviors, activities or tasks will students demonstrate to accomplish the intended learning?

**4. Assessment of Learning**

How and when will you evaluate the learning for the entire segment/unit?

For the day's learning, what will students demonstrate that shows they accomplished the intended learning?

**4. Feedback**

List two aspects of your teaching that you would like the evaluator to note as strengths:

List one aspect of your teaching on which you would like to receive coaching suggestions for improvement:

# Flandreau Public Schools

## 1. Guidelines for Professional Growth: *Annual Review and Evaluation*

*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-renewal of the employee. All credentialed staff must be involved in a constant process of self-reflection and model the life-long learning that they desire as the end product of their work with the students.*

Teacher's Name \_\_\_\_\_ School \_\_\_\_\_ Position/Grade  
 Level/Subject \_\_\_\_\_

Evaluator's Name \_\_\_\_\_ School Year \_\_\_\_\_ Final Review  
 Date \_\_\_\_\_

Instructions: The following written evaluation record is based on formal and/or informal observation records.

Please rate the teacher's performance on any of the following criteria for which you have appropriate data.

Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

- B. 3 = Performance exceeds district expectations. May be a mentor resource for novice teachers.
- C. 2 = Performance meets district expectations.
- D. 1 = Performance does not meet district expectations.

0 = Performance is far below district expectations. A Plan of Assistance may be implemented.

N = Not Observed

D = Documented but not observed. Teacher Initiated Data may be submitted on Professional Development

form for purpose of recognition and benefit to staff member.

Pre-Observation Meeting date: \_\_\_\_\_

Section 1: *Planning and Preparation*

Teacher completes pre-observation form and provides lesson plan (Lesson objective, teaching steps, evaluation of lesson)

Classroom Observation date: \_\_\_\_\_

Section 2: *Classroom Management and Atmosphere*

Section 3: *Instruction in the Classroom* At least one classroom visitation must be made as part of each formal evaluation. Written evaluation will be provided to the employee.

Post-Observation Conference Date: \_\_\_\_\_

Section 4: *Professional Responsibilities* Teacher may submit a Professional Development form for additional information.

(No later than 5 days after observation)

- E.
- F. Section 1: Planning and Preparation

Criteria	N = Not observed			Levels of Performance Indicators			D = Documented but not observed	
	Unsatisfactory -0	Needs Improvement - 1	Meets Expectations - 2	Exceeds Expectations -3	Level			

A	Selects Instructional Goals	Lesson goals are not clearly identified. Teacher makes little attempt to connect to or build upon background experience. The instruction goals show little correlation to state standards.	Lesson goals fit into present learning, but do not connect to background knowledge. Teacher plans large group instruction. The instruction goals do not include all applicable state standards.	Instructional goals build on past and present learning. Teacher addresses state standards and district goals. Teacher plans for diverse learners.	Instructional goals fit into the sequence of past, present, and future learning. Teacher addresses state standards and district goals. Teacher consistently plans for appropriate small group activities.	
B	Designs Coherent Instruction	The elements of lesson/unit do not support the stated instructional goals. The lesson or unit has no defined structure.	Some of the elements of the lesson/unit support the stated instructional goals. Teacher's lesson or unit has a recognizable structure.	Most of the elements of the lesson/unit support the stated instructional goals. The lesson/unit has a clearly defined structure.	All of the elements of the lesson/unit support the stated instructional goals. Teacher's lesson/unit is highly coherent and has a clear structure.	
C	Assess Student Learning	Teacher's assessments contain no clear criteria or standards. Teacher does not use assessment results in designing future instruction.	Teacher's assessments contain clear criteria or standards. Teacher occasionally uses assessments to design further instruction. Assessment questions require students to demonstrate higher order thinking as well as test-taking skills.	Teacher's assessments contain clear criteria or standards. Teacher integrates a variety of assessment techniques that are used to design future instruction. Assessment questions require students to demonstrate higher order thinking as well as test-taking skills.	Teacher's assessments contain clear criteria or standards. Teacher integrates a variety of assessment techniques and shows evidence of students' participation in the development of the assessment. Assessment questions require students to demonstrate higher order thinking as well as test-taking skills.	
D	Demonstrates Knowledge of Resources	Teacher is unaware of school, district, or community resources available to support the curriculum.	Teacher displays limited knowledge and use of available school, district, and community resources.	Teacher uses the resources within the school district and demonstrates the ability to access community resources.	Teacher uses school, district, and community resources to design open-ended activities and provides support in those activities.	
E	Demonstrates Knowledge of Content & Instructional Methods	Teacher lacks a depth of content knowledge, the understanding of the discipline's structure, and knowledge of content-related instructional methods.	Teacher displays basic content knowledge, but does not maintain curricular coherence or cross-curricular connections. Teacher usually uses one instructional strategy.	Teacher displays solid content knowledge, maintains curricular coherence and cross-curricular connections. Teacher tends to use only 2-3 instructional strategies.	Teacher not only displays extensive content knowledge, but also continues to build upon that expertise. Teacher makes learning relevant to students. Teacher implements a variety of instructional strategies.	
F	Demonstrates Knowledge of Students	Teacher makes little or no attempt to learn about students' background, skills, or interests and does not use such information in planning.	Teacher partially understands students' backgrounds, skills, and interests and attempts to use this knowledge in planning for the class as a whole.	Teacher gains a thorough knowledge of students' backgrounds, skills, and interests and uses this knowledge to inform instruction.	Teacher has developed a thorough knowledge of students' backgrounds, skills, and interests and implements this knowledge to achieve individual student learning.	

**Comments:**

G.  
H.

## I. Section 2: Classroom Management and Atmosphere

		<b>N = Not observed</b>		<b>Levels of Performance Indicators</b>		<b>D = Documented but not observed</b>
<b>Criteria</b>		<b>Unsatisfactory -0</b>	<b>Needs Improvement - 1</b>	<b>Meets Expectations - 2</b>	<b>Exceeds Expectations -3</b>	<b>Level</b>
<b>A</b>	Creates an Environment of Respect & Rapport	Classroom interactions reflect a lack of teacher-student rapport, as well as student-student rapport. The interactions are generally negative or inappropriate.	Classroom interactions are generally appropriate and conflict-free; however, occasionally behavior might be disrespectful.	Classroom interactions are consistently positive and respectful.	Classroom interactions are highly respectful and demonstrate genuine rapport.	
<b>B</b>	Establishes a Positive Climate for Learning	Teacher lacks enthusiasm and commitment to creating a positive learning climate. Students are rarely engaged or motivated. Teacher expects little or no student achievement.	Teacher occasionally demonstrates enthusiasm and commitment to creating a positive learning climate. Students are usually engaged and motivated; however, teacher expects low student achievement.	Teacher is enthusiastic and committed to creating a positive classroom. Students are consistently engaged and motivated to learn. Teacher demonstrates high expectations for student achievement.	Teacher is very enthusiastic and passionately committed to creating a highly effective learning climate. Consistently, students are actively engaged and highly motivated to learn. Teacher demonstrates high expectations for every student.	
<b>C</b>	Manages Classroom Procedures	Classroom activities and procedures are inefficient, resulting in significant loss of instructional time.	Established classroom activities and procedures are not practiced consistently, resulting in some loss of instructional time.	Classroom activities and procedures are practiced on a regular basis, resulting in effective use of instructional time.	Highly effective classroom activities and procedures are maximized instructional time. Students assume considerable responsibility for efficient learning.	

<b>D</b>	Establishes & Maintains Student Behavior	Teacher expectations are unclear and student behavior goes unchecked, while misbehavior draws inappropriate teacher responses.	Teacher sets expectations for students' behavior, but inconsistently monitors and responds to behavior.	Teacher sets clear expectations for student behavior and consistently monitors and responds to behavior in an appropriate and respectful way.	Students and teacher collaborate to set expectations for student behavior. Teacher's monitoring of behavior is proactive. Any misbehavior draws an appropriate and respectful teacher response. The student's dignity is maintained.	
<b>E</b>	Organizes & Manages Physical Space, Materials & Supplies	Teacher ineffectively uses space, which results in unsafe or inefficient conditions that hinder learning for some students. Materials are handled inefficiently, resulting in loss of instructional time.	Teacher's classroom is safe, and essential learning is accessible to all students, but furniture arrangement only partially supports the learning activities.  Routines for handling materials and supplies are established with some loss of instructional time.	Teacher's classroom is safe, and learning is accessible to all students; teacher uses physical resources well and ensures that the arrangement of furniture supports the learning activities.  Routines for handling materials and supplies are established and followed efficiently.	Teacher's classroom is safe, and student input ensures that the physical environment supports the learning of all students. Routines for handling materials and supplies are seamless.	

**Comments:**

J.  
K.  
L.

## M. Section 3: Instruction in the Classroom

		N = Not observed		Levels of Performance Indicators		D = Documented but not observed
	Criteria	Unsatisfactory -0	Needs Improvement - 1	Meets Expectations - 2	Exceeds Expectations -3	Level
<b>A</b>	Communicates Clearly & Accurately	Teacher's oral and written communications contain errors, are unclear or inappropriate, creating student misconceptions or confusion.	Teacher's oral and written communications contain no errors, but may require further explanation to avoid confusion.	Teacher's oral and written communications are clear and accurate.	Teacher's oral and written communications are accurate, clear, and expressive, anticipating possible student misconception.	

<b>B</b>	Uses Questioning & Discussion Techniques	Teacher uses inadequate questioning and discussion techniques including low-level questions, limited student participation, and little true discussion.	Teacher's questioning and discussion techniques reflect an attempt at some high-level questions, true discussion, and moderate student participation.	Teacher's use of questioning and discussion techniques consistently reflects high-level questions, true discussion, and participation by most students.	Teacher's questioning and discussion strategies are designed to encourage independent, creative, and critical thinking.	
<b>C</b>	Engages Students in Learning	Students are often unengaged and off-task. No attempt is made to differentiate instruction.	Students are usually on task and engaged. Tasks are partially organized, resulting in some off-task behavior. Some differentiated instruction is in place.	Throughout the lesson, students are engaged in appropriate activities, which are well structured and suitably paced. Differentiated instruction is a classroom norm.	Working independently, students are engaged throughout the instructional period, assuming responsibility for their own productivity. Teacher engages students with high quality materials and a mastery of differentiated instruction.	
<b>D</b>	Provides Feedback to Students	Teacher's feedback to students is sparse, too general, and/or is late.	Teacher attempts to provide feedback that is accurate, constructive, and timely.	Teacher consistently and successfully provides feedback that is accurate, substantial, constructive, specific, and timely.	Teacher continually checks for understanding. Teacher's feedback to students is timely and of consistently high quality. Students may use the feedback in future learning.	
<b>E</b>	Demonstrates Flexibility & Responsiveness	Assuming no responsibility for student learning, teacher is unresponsive to student questions and follows instruction plan in spite of poor student understanding or lack of interest.	Teacher demonstrates some flexibility and responsiveness to students' needs and interests and tries to make each student successful. Teacher employs a limited repertoire of instructional strategies.	Implementing an expanded repertoire of instructional strategies, teacher seeks ways to ensure successful learning for all students, making adjustments in instruction to respond to student interests and questions.	Employing a wide variety of instructional strategies, teacher is responsive to students' interests and questions, making necessary adjustments to ensure the success of all students.	
<b>F</b>	Implements Lesson and Unit Structure	Working with unreasonable time allocations and an unstructured lesson, teacher attempts instruction.	Although the structure is recognizable but not uniformly maintained, teacher implements the lesson/unit. Most time allocations are reasonable.	Teacher follows the clearly defined structure of the lesson/unit. Time allocations are reasonable.	Allowing for the differentiation of instruction, teacher closely follows the lesson/unit structure, which is clear and logical. Time allocations are reasonable.	

**Comments:**

## Section 4: Professional Responsibilities

		<b>N = Not observed</b>		<b>Levels of Performance Indicators</b>		<b>D =Documented but not observed</b>
	<b>Criteria</b>	<b>Unsatisfactory -0</b>	<b>Needs Improvement - 1</b>	<b>Meets Expectations - 2</b>	<b>Exceeds Expectations -3</b>	<b>Level</b>
<b>A</b>	Reflects on Teaching	Teacher does not reflect accurately the strengths and weaknesses of the lesson in relation to the learning goals.	Teacher accurately reflects on the validity of the lesson in relation to learning goals.	Teacher reflects accurately on the lesson and makes specific plans for improvement.	Teacher reflects accurately and regularly, as well as implements planned improvement strategies.	
<b>B</b>	Maintains Accurate Instructional Records	Teacher has no system or has an inadequate system for maintaining accurate instructional records, resulting in errors and confusion.	Teacher's system for maintaining accurate instructional records is generally efficient.	Teacher's system for maintaining accurate instructional records is generally efficient, and the teacher can readily access records upon request.	Teacher's system for maintaining accurate instructional records is efficient. The teacher can readily access records and utilize these to provide effective feedback.	
<b>C</b>	Maintains Accurate Non-Instructional Records	Teacher has no system or has an inadequate system for maintaining accurate non-instructional records, resulting in errors and confusion.	Teacher's system for accurate non-instructional records is generally efficient.	Teacher's system for maintaining accurate non-instructional records is generally efficient, and the teacher can readily access records upon request.	Teacher's system for maintaining accurate non-instructional records is efficient. The teacher can readily access records and utilize these to provide effective feedback.	
<b>D</b>	Communicates with Families	Teacher does not communicate with families, provides little or no information to families, and makes no attempt to engage them in the child's education.	Teacher attempts to communicate with families, responds to family-initiated contacts, and suggests involvement in the child's education.	Teacher regularly communicates with families; initiates family contacts, and makes an attempt to engage them in the child's education.	Teacher communicates frequently and consistently with the families, engages them in their child's education and gives timely information about the instructional program.	
<b>E</b>	Contributes to the School District	Teacher refuses to become involved in school and district events / projects, as defined in job description.	Teacher attempts to participate in some school and district events / projects as defined in job description.	Teacher participates in school and district events / projects, as defined in his/her job description. Teacher supports and cooperates with colleagues and administration.	Teacher makes a substantial contribution to school and district events / projects and assumes a leadership role among the faculty.	
<b>F</b>	Seeks to Develop Professionally	Teacher does not participate in professional development activities, even when such activities are clearly needed for the development of teaching skills.	Teacher's participation in professional development activities is limited to those that are required and/or convenient.	Teacher seeks opportunities for professional development to enhance content knowledge and teaching strategies, and shares this knowledge.	Teacher seeks opportunities for professional development to enhance content knowledge and teaching strategies and uses this knowledge to provide leadership and impact change.	
<b>G</b>	Embraces a Professional Image	Teacher displays inappropriate dress, speech, or behavior. He/She is not involved in the community or in professional organizations.	Teacher demonstrates appropriate dress, speech, and behavior. He/She attends / participates in community events or professional organizations.	Teacher displays appropriate dress, speech and behavior. He/She is an active member of community and professional events or organizations. His/Her public communications are positive and professional.	Teacher has a leadership role in community / professional organizations. He/She portrays a positive image and attitude toward teaching and the educational profession both within and outside of the classroom.	

### Comments:

III.  
IV. Summary of Professional Growth Review

**Evaluator Summary Statement:** (Summary of Formal and Informal Observations performed throughout the year.)

**Areas of commendation:**

**Area(s) of improvement:**

**Recommendation:** (X)  Recommended for continued employment

Recommended for continued employment with conditions

Not recommended for continued employment

I certify that I have read and discussed this report with the teacher.

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signing shall not imply agreement by the teacher to the evaluation, but merely indicates that a conference was held and the above evaluation report was discussed.

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher comment attached.

The teacher has the right to provide a written response within 48 hours should he/she disagree with any material contained herein. This response will be attached to the original copy of the evaluation and will be placed in the official personnel file.

### **Flandreau Public School Post Observation Form**

Purpose: The completed form is submitted to the evaluator in advance of the post-observation conference. In addition, teachers may submit any relevant post-observation artifacts.

In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?

If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding?

Comment on your classroom procedures, student conduct and your use of physical space. To what extend did these contribute to student learning?

Did you depart from your plan? If so, how and why?

Comment on different aspects of your instructional delivery (e.g. activities, grouping of students, materials and resources). To what extent were they effective?

If you had a chance to teach this lesson again to the same group of students, what would you do differently?

After considering the feedback from your evaluator, detail any specific areas related to the observation that you would like to discuss at the post-observation conference.

If appropriate, provide and update on your students' progress toward the student growth goal documented in your Student Learning Objective.

If appropriate, provide an update on your progress toward the attainment of your individual professional growth plan.

(Approved 6/2019)

### **4615 PROFESSIONAL GOALS AND STRATEGIES EVALUATION PROCESS** (Individual or Collaborative)

#### **I. CERTIFICATED INDIVIDUAL GOALS/STRATEGIES**

A. Goals are general in nature, broad in scope, and identify the results you hope to accomplish. Goals may be on-going. Strategies are specific, measurable, and completed within a defined time period.

#### **II. INSTRUCTIONAL GOALS AND STRATEGIES EVALUATION PROCESS**

- A. Instructional goals and strategies is a joint agreement between the teacher and the principal designed to enhance the performance of the teacher. The professional goals and strategies evaluation process may be used in place of the formal evaluation process for teachers beyond their fourth full year of employment in the Flandreau School District.
- B. The goal and strategies evaluation process must be established by the fourth Friday of the school calendar and so signed by both the teacher and the principal. Once signed, the process remains in place for year.
- C. At least one review conference will be held before February. A final post-conference will be completed by the second Friday in May.
- D. The professional goals and strategies evaluation process shall not be used to justify non-renewal.
- E. Can only be used every other year according to the Department of Education accreditation process.

(Revised 4/29/97; 6/2019)

#### **4620 CONTRACT**

1. General - that said teacher hereby agrees to perform the duties as assigned according to the terms of this contract and according to the rules of the State Board, the statutes of the State of South Dakota and the rules, regulations, and policies adopted by the school district.

It is hereby agreed that the said teacher may be required to perform pre-school term and post-school term duties. It is hereby agreed that this contract may be terminated only by mutual consent of the contracting parties or by the statutory provisions of the laws of South Dakota.

If no mutual consent as to termination exists, it is further agreed that in the event of a breach of contract or a request for release, the school district board may require the teacher to pay or may withhold from any monies due the teacher the amount agreed upon in the following schedule effective July 1, 2017: from May 1<sup>st</sup> (or contract due date-whichever is later) to June 30<sup>th</sup> = \$700; July 1 – July 31 = \$1,200; August 1 – first contract date = \$2000; after first contract date = \$3000. This schedule is hereby expressly agreed by the parties hereto to be fair and reasonable compensation for said breach. The School District shall have, retain, and be permitted to resort to any and all other, further or additional remedies as may be provided by law in the event of any breach by teacher, and the remedy or remedies as provided herein shall not be deemed to be, nor shall be exclusive. (Revised 6/2017)

It is further agreed that in the event the teacher fails, for any reason, to complete the term of this contract, the District will pay the teacher that pro rate share of the annual salary provided for in this contract which is equal to the ratio obtained by dividing the days taught by the total teaching days in the term of their contract.

2. Contracts for employment of teacher for an ensuing school year shall not be issued by the Board prior to the first day of March of the current school year.
3. Date when offer of written contract is required. After an offer has been created under the provisions of SDCL 13-42-10 the Board must by May 1<sup>st</sup> of the current school year submit a written contract of employment for the ensuing school year to the teacher and notify such teacher that the offer to accept such contract must be accepted by the due time and date which will be no earlier than 15 days after issuance of contract. If such teacher does not sign such contract before the due time and date, the offer created under the provisions of SDCL 13-42-10 is hereby deemed to be revoked.

(Revised 5/19/09; 6/2020)

#### **V. 4630 PERSONNEL FILE – RIGHT TO REVIEW**

Each teacher shall have the right, upon request, to review the contents of said teacher's personnel file and to place therein written reactions to any of its contents. The teacher shall have the right to make copies of any item in the file.

#### **4640 REDUCTION IN PROFESSIONAL STAFF WORKFORCE**

Staff reduction occurs when the Board eliminates all or part of an existing position held by anyone to whom continuing contract rights apply. In the event the Board determines that a staff reduction is necessary, the following guidelines will be considered:

- A. An effort will be made to effect the reduction through normal attrition. The Education Association will be notified and group recommendations considered if received within 14 days of issuance of the notice.
- B. Positions held by persons with less than full certification for their current teaching assignment who have not attained continuing contract status 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.
- C. When item B does not apply, and 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 and curriculum needs;
  - Experience in area to be taught;
  - Administrative recommendations;
  - Prior evaluations;
  - Competency;
  - Qualifications, certifications;
  - Educational background;
  - State and Federal mandates.

The continuing contract teacher 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.

The Board will follow the provisions of state law in making staff reductions involving professional staff members on continuing contract status.

#### **4645 RECALL**

In the event of a reduction in force, the school board will institute a recall procedure for a period of one year after the RIF date.

Recall may be used if the school board increases the number of teachers, reinstates a position or has any other vacancy. Recall will be based on the administration recommendations with guidelines based on the RIF policy.

A teacher's failure to respond in writing within 15 days after receipt of the school board's letter shall result in termination of the employee's right to recall. Recall rights also cease when a staff member resigns.

It is the responsibility of the teacher to keep the school board informed of any change of address on file with the district and of any changes in certification status.

#### **4651 ASSIGNMENT AND TRANSFER**

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent no later than April 1st of the ensuing school year.

The Superintendent shall have authority to transfer teachers according to the need after consultation with the teacher and principals concerned, and approval of the Board.

#### **4660 VACANCIES AND PROMOTION**

1. Notification of vacancies will be posted on the school's website and will be sent via the state email system to all staff.
2. Qualifications for the position will be given as designated in job specifications.
3. Applications must be made in writing to the Superintendent's office.
4. Arrangements for an interview shall be initiated by the Superintendent.
5. All applicants, both within and from outside of our school system will be given equal consideration. If candidates are considered equal, preferences will be given to those candidates within our school system.
6. After a decision has been reached all applicants will be notified in writing of this decision.

(Revised 6/2013)

#### **4665 RETIRE/REHIRE**

A teacher who has met the Rule of 85 can retire and may apply to the school board to rehire when the position is opened. There will be a complete severance from the date of retirement to the date of rehire. Such teacher will lose accumulated leave and will be considered a new employee for benefits. At least one board meeting will be held between retirement and rehire.

#### **4680 TEACHER AIDES/PARAPROFESSIONALS**

1. The following criteria shall be used by the principal as a guideline in determining the need for an aide:
  - When the average class size of a K or 1st grade class exceeds 25.
  - When the average class size of a 2nd or 3rd grade class exceeds 27.
  - When the size of Special Ed classes K-4 exceeds 12.
  - When the average class size of a 4th, 5<sup>th</sup>, or 6th grade class exceeds 30.
  - When the size of Special Ed classes grades 5-12 exceeds 16.
2. In the event the principal does not initiate the hiring of an aide, the procedure will be for the teacher(s) to prepare a written request identifying the need for an aide and present the written request to the principal. The principal will respond to this written request either by authorizing the hiring of an aide, or denying the request within five (5) workdays from the date of the request.

4. If the request is denied, the teacher may submit a written request to the Superintendent that the issue be reviewed and discussed by a committee, appointed by the Superintendent, to consist of two (2) representatives of each elementary building and one (1) special education representative. The special committee will meet within three (3) workdays after receiving the written request and will make a recommendation to the principal and the superintendent based on their findings.
5. If the matter is unresolved, a final appeal may be made to the Board. The Board has the final authority in hiring an aide.

**4700 LEAVE POLICIES**

- a. All leave can be taken in 15 minute increments. Thus, on paystubs, leave is reported hourly. Each day is equal to 8 hours. This affects all parts of the policy as 1 day = 8 hours. (Revised 6/2013)
- b. All leave taken on a calendar-scheduled early release days for both teachers and students will be deducted according to the time in the school day (Christmas break only). (Adopted 5/2018)
- c. In the event of an emergency situation (i.e., poor driving conditions, flat tire, sick child, etc.) as long as the staff member arrives 15 minutes prior to the start of the work day, no leave will be deducted. The staff member must contact the principal/office of the delay. (Adopted 5/2018)
- d. When school is in session and weather prevents a teacher from arriving to school on time, either personal leave or permissive leave must be used. If the employee is out of personal leave, permissive leave must be used.
- e. **When the scheduled Professional Development does not pertain to the paraprofessional, they have the option to stay or leave. This will be decided by the Administration.**

(Revised 6/2025)

**4710 PERSONAL ILLNESS**

1. Sick Leave Regulations

- a. All full-time teachers contracted for 9 months, shall be allowed 96 hours (11 days x 8 hrs/day) sick leave per year. This leave will be at full pay for approved sick leave absences taken as needed during the school year. Sick leave allowed will be on a prorated basis if the teacher is employed for a period of less than one (1) school year. Teachers contracted for over the nine month contract will receive one day extra per month for each month over nine months. The Board may require the teacher after three (3) days of illness or injury to furnish a certificate from a physician or other licensed practitioner certifying that said teacher was unable to perform teaching duties during the period of absence for which compensation is required to be paid. (Revised 6/2017)
- b. **All teachers shall be allowed leave with full pay due to personal illness on the following basis:**

<u>Contract Period</u>	
Nine (9) month	11 days per year = 88 hours
Ten (10) month	12 days per year = 96 hours
Eleven (11) month	13 days per year = 104 hours
Twelve (12) month	14 days per year = 112 hours

- c. Sick leave shall be computed as of July 1st of each year.

- d. Family illness leave and funeral/bereavement leave are deducted from sick: They are addressed in policies 4712 and 4713.
- e. Each employee will receive a written statement at the beginning of each school year stating total accumulative sick leave.
- f. When the employee is absent more than the time allowed on the accumulated sick leave, salary will be deducted by dividing the annual salary by the number of days in session. The school district will discontinue paying school district share of the employees insurance premiums and any other benefits at the point that accumulated sick leave has been used. COBRA regulations will apply to this policy. (7-10-92 Revised)
- g. An employee who is unable to work because of serious illness or disability and who has exhausted all sick leave available shall be granted a leave of absence in compliance with the Family Medical Leave Act policy.
- h. A teacher shall not receive credit for a year's experience on the salary schedule unless 110 days are taught in the current school year.
- i. Doctor or dental appointments are considered part of the sick leave policy and cannot be considered personal leave.
- j. In the event that a staff member's childcare is closed and when no alternative childcare is available staff may use sick leave.

(Revised 4/29/97; 6/2017; 6/2020; 4/2024)

2. Accumulated Sick Leave

- f. Any unused sick leave may be accumulated from one year to the next to a total of 480 to 600 hours. When the maximum sick leave is accumulated, all certified staff will be reimbursed for hours over accumulated sick leave at a rate of \$8.00 per hour. Reimbursement will be made in December.
- g. Staff are to be allowed to convert accumulated sick leave to personal leave. If certified staff have at least 240 hours of accumulated sick leave at the end of the school year and have at least 3 years of experience in the district, they can convert 16 hours of sick leave into 8 hours of personal leave. This is to be used in the same increments as the personal leave policy. This benefit can be utilized only once per school year. Staff may only carry over a maximum of 16 hours of personal leave.

- 3. The Superintendent shall make decisions as to sick leave when there is no Board policy to cover the situation. This is done with the approval of the Board.
- 4. New teachers who are new in the system must have been on the payroll for one (1) full month, successfully performing their duties to be eligible for sick leave.
- 5. The School Board reserves the right to act upon each case individually and make such changes or stipulations, as they may consider advisable.

(Revised 7/1/95; 6/2017)

**4711 Parental Leave**

- A. Provisions of the Flandreau School District Family Medical Leave Act policy shall apply for:
  - 1. The birth and first year care of a newborn child (including circumstances which require leave to be taken prior to the birth of a child).
  - 2. The adoption or foster placement of a child (including circumstances which require leave to be taken prior to actual placement of the child).
- B. At the time of the birth of a child, an employee may make application for the leave without pay for either the remainder of the current school year or for a full school year. Application for this type of leave must be submitted to the Superintendent for Board approval five (5) working days prior to the date of the next regularly scheduled Board meeting and at least four (4) full weeks prior to the start of the requested leave.
- C. The employee shall not receive credit for a year's experience on the salary schedule unless 110 days are taught in the current school year.
- D. In all cases when leave is granted under this policy, any teacher receiving leave shall in no case lose seniority or the sick leave which has accumulated except what was used during the leave and shall retain this seniority and any remaining accumulated sick leave upon returning to active duty.
- E. While on leave an employee shall have the option to remain an active participant in the district's insurance program by so requesting. The teacher shall contribute the amount said teacher and the school district would have been required to contribute if the teacher were actively employed. The provisions of this paragraph shall be contingent upon agreement by the insurance companies.
- F. If the employee wishes to return from this leave earlier than originally anticipated, notice of such intention must be given to the Superintendent at least five (5) working days prior to the date of the next regularly scheduled Board meeting and such request shall be subject to Board approval.

(Revised 7/1/95)

**4712 Family Illness**

- 1. Up to 24 hours per incident to a maximum of 96 hours of sick leave days per year may be used by employees for family illness leave.
- 2. Doctor or dental appointments for family members are considered part of this policy.
- 3. Each three-day incident may be extended with a doctor's confirmation (which may be requested by the administration) up to the maximum of 96 hours as addressed above. If the Superintendent approves the additional days, the days would be taken from the employee's sick leave if days are available or recorded as days without pay.
- 4. Leave for serious health condition of employee's spouse, son or daughter, or parent may qualify under the Family Medical Leave Act

(Revised 7/1/95; 6/2017)

**4713 Bereavement**

1. Up to 24 hours per incident to a maximum of 96 hours of sick leave per year may be used by employees for funeral/bereavement leave.
2. Additional days for funeral/bereavement leave may be requested by the employee to the Superintendent. If the Superintendent approves the additional days, the days would be taken from the employee's accumulated sick leave, if days are available, or recorded as days without pay.
3. An additional three days of bereavement separate from sick leave will be added. This leave would be without the loss of pay. It will not be accumulated and will not go towards pay for unused sick leave. These three days will be granted each year. These days will be used only for immediate family. Immediate family is defined as spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. These days will be used first before the bereavement leave (4713.1) would go into effect.

(Revised 5/2012; 6/2017)

**4714 Sick Leave Assistance Plan**

1. Each school district employee beyond their second successive full term of employment and eligible for sick leave benefits, may elect to participate in the District sick leave assistance plan established by this policy. The purpose of the plan is to aide employees who have exhausted all of their accumulated sick leave through extended absence due to prolonged illness or catastrophic accident.
2. The election to participate must be indicated no later than September 15, or within fifteen (15) days of initial hiring, on a written form provided by the business manager, and each such election is valid only if the electing employee contributes not less than one of the employee's unused sick leave entitlement to the sick leave assistance plan. Upon such election, the employee shall be eligible to participate in the sick leave assistance plan without further contribution except as required in Item 5 below. If an employee does not elect to participate within the time limits specified, the employee is ineligible until the beginning of the next school fiscal year. When contributions to the plan have accumulated to a total of one hundred eighty (180) or more days, no more days will be added until the plan is depleted to sixty (60) days, except for new participants.
3. Administration of the sick leave assistance plan will be handled by a committee appointed by the School Board consisting of the following members: four (4) faculty members, two (2) classified employees, and one (1) administrator. Record keeping will be done by the business manager and the employee committee shall have the right to periodically examine the records during normal business hours. The committee shall establish guidelines to govern its decision-making process regarding the granting or denial of requests for withdrawals from the plan. The committee guidelines shall provide a basis for insuring that withdrawals from the plan under this policy are made available only to those applicants who have nor abused sick leave, and provide that such withdrawal is made for prolonged illness and disability caused by a catastrophic accident.
4. Each participant who has used all of their personal and sick leave (current and accumulated) may petition the sick leave assistance committee for sick leave assistance.

5. The maximum number of sick leave days which the sick leave assistance committee may provide to a participant is thirty (30) days annually. All requests for use of the bank must be submitted in writing to the Superintendent and must be supported by a written statement from the participant's personal physician. The Superintendent will forward the request to the committee for decision. The committee's decision will be forwarded to the Superintendent for distribution to the appropriate personnel.
6. Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. However, each participant who has received assistance from the sick leave assistance plan must re-establish participation for the next school fiscal year by following the procedure described in item 2 of this policy.
7. Days in the bank shall be withdrawn on a first-come, first-served basis and, if the total days in the bank are exhausted in any year, use of the bank ends for that year. Unused days in the plan (limited to 180 days) shall be carried over to the next school year.
8. The sick leave assistance committee shall annually make a written report to the Superintendent regarding the operation of the plan during the preceding year.

(Adopted 4/24/91)

#### **4715 Short Term Sick Leave Assistance Plan**

Each school district employee eligible for sick leave benefits may elect to participate in the district short term sick leave assistance plan established by this policy. The purpose of the short term sick leave assistance plan is to aide employees who have exhausted all of their accumulated sick and personal leave. Employees are not allowed to make a request until the need for assistance occurs. The staff in need of short term sick leave assistance for a minimum of one (1) day and a maximum of five (5) days per school calendar year will need to provide in writing the reason or need for short term sick leave assistance. This request and reason for sick leave will be sent by the business manager (or designee) to staff who may anonymously volunteer to donate a minimum of one (1) sick leave day to the requestor. The election to participate must be indicated on a written form provided by the business manager. An employee can make more than one request throughout the year, not to exceed a total of 5 days. Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. Any remaining donated sick leave days will not carry over to the next year. Days donated shall be withdrawn on a first-offered basis. Sick leave must be donated and accepted within five (5) days of the requested time.

(Adopted 7/2022; 6/2025)

#### **4720 Personal Leave**

1. Full-time employees will be granted 24 hours of personal leave per year. These hours will be with full compensation.
2. Employees will be allowed to carry over 24 hours of personal leave to the following year. At the end of the school year, the employee will have the choice to be paid at the \$8.00/hour or carry over up to 24 personal hours. The maximum number of personal hours in any given year would be 48 total hours (24 hours new and 24 hours carried over). The employee shall notify the Business Manager in writing, by the last day of school if they would like to have up to 24 personal hours carried over to the next year. If written notice is not submitted, the employee will be paid for their unused personal leave.
3. Request must be approved by the Principal with the authorization being granted by the Superintendent of the schools.

4. If an emergency period arises in which it is difficult to secure substitutes, the administration may declare an emergency period during which no personal leave shall be granted.
5. Leave must be requested in writing at least 24 hours in advance of the day on which the leave is to be taken.
6. Unless otherwise approved by the Superintendent of Schools, personal leave will not be granted during:
  - A) The first five days of the school year
  - B) The last five days of the school year
  - C) In-Service days
  - D) Parent/Teacher Conferences

Up to three teachers may be granted personal leave on any day other than stated above. These days will be determined on a first-come, first-serve basis unless otherwise approved by the Superintendent of Schools.

7. Personal leave shall not be used when other types of leaves are provided for the purpose of which the leave is required. (9/11/90 Revised #1)
8. Individuals will receive payment for unused personal leave days each year at a rate of \$8.00 per hour, which is subject to employment taxes.
9. Starting the 2023-2024 school year, all **certified staff** will be granted an extra 5 hours of personal leave that can only be used after school when students are not present. These hours will not be rolled into the other 16 hours of personal leave. This leave will not be allowed during professional development time. These hours cannot be used in conjunction with normal leave time.

Revised (6/2016; 6/2017; 7/2022; 5/2023; 4/2024)

#### **4721 Educational Leave**

In order to provide opportunities for professional improvement, any certified teacher shall be granted a leave of absence to continue education for formal full time study at a recognized college or university, or other approved programs mutually agreed upon by both the teacher and the Board.

The following eligibility requirements must be met prior to making a request for educational leave.

1. An applicant must possess a valid South Dakota certificate, hold a minimum of a bachelor's degree, and must have accrued three (3) consecutive full years of teaching service in the Flandreau School District.
2. Educational leave for study shall be limited to individuals centering their study in the area of major concentration and should not be used for the purpose of retraining in a new area unless with the approval of the Board.
3. Applications in writing for educational leave must be made to the Principal and the Superintendent by May 1st for the ensuing school year.
4. Only one (1) certified teacher should be granted full-time educational leave during the school term. In the event that more than one teacher requests a leave of absence, priority will be given to the teacher with the most seniority.

5. Applicants granted a leave of absence should notify the Superintendent in writing by March 1st of their intentions to return or not to return to teaching duties.
6. The final determination in granting educational leave rests with the Board.

A teacher returning to the Flandreau School District after a leave of absence shall in no case be considered a new teacher but shall be granted the sick leave and benefits accumulated up to the time the leave began and shall be restored to former status.

**4722 Political Leave**

1. All school district employees seeking an extended leave of absence for the purpose of being a candidate for or holding public office shall apply such leave in writing to the school board.
2. The school board shall give the district employee a written response to a request for political leave.
3. If the district employee is not elected, the district employee shall be returned to the respective position immediately.
4. Leave of absence shall be arranged for a definite period of campaigning.
5. Leaves of absence for the period of holding public office, because of the wide variance of demands on time, shall be determined on an individual basis.
6. Pay shall be docked 100% for political leave.

(7-10-92 Revised #1 through #6)

**4723 Military Leave**

1. Employees who qualify as members of a "reserve component" to include the National Guard and Reserve Units will be granted military leave of absence from their employment in accordance with the following established policy.
2. Military leave will not exceed fifteen (15) working days in any calendar year.
3. Military leave will not be accumulated and will be without pay.
4. Temporary or part-time teachers are not entitled to military leave. Temporary does not include new teachers on probationary Status.
5. Teachers requesting military leave for training will obtain a written order or letter from the commander of their reserve or National Guard unit showing the dates of their training period. This notice is to be turned in to the Superintendent or designee sixty (60) days prior to the date of the teacher's departure for training.
6. A record of military leave taken will be maintained on the regular annual sick leave account of each teacher. Legal reference: SDCL 3-6-22 through 3-6-25, inclusive.

**4724 Civic Responsibilities**

A teacher may be excused, to discharge civic responsibilities in which the teacher has achieved leadership after approval by the building principal. The request must be submitted at least two (2) days in advance. Not over 16 hours shall be used by any teacher for this purpose in any year.

(7-10-92 Revised)

**4730 Professional Leave**

1. All full time teachers may be allowed professional leave. All professional leave to be cleared with the Principal and approved by the Superintendent.
2. Professional leave shall be defined as leave in connection with contracted teaching assignments, co-curricular responsibilities, and/or participation in professional association activities in which one is a member.
3. Teachers shall be reimbursed at the current state rates for expenses incurred while on professional leave when leave has been approved by the administration.
4. Professional leave shall not exceed 16 hours per school year without special permission from the Board.
5. Head coaches will be allowed 8 hours of leave to attend professional development for his/her sport which may include the state meet.
6. Assistant coaches will be allowed 5 hours of leave to attend professional development for his/her sport which may include the state meet.

(7-10-92 Revised #1, #3; 6/2025)

**4740 Court and Jury Leave**

Court and jury duty hold precedence over all other employment obligations in the school district.

A teacher should not be penalized by loss of pay from a contracted salary while absent performing Court and jury duty required by law. (A teacher does not receive replacement compensation for court and jury duty).

The daily payment and mileage paid to such teacher is to help compensate for the extra expense for meals, lodging and travel. In most instances, such payment does not fully compensate the teacher for such other necessary expense.

When a teacher is summoned to serve on a jury or subpoenaed as a witness, the teacher shall be entitled to receive regular pay from the school district while so absent and without loss of any leave credits. The teacher shall not be entitled to expenses from the school district, and shall pay to the district any fee paid to the teacher for service as a juror. If the teacher is employed by the district less than full-time, the fee paid to the district for a day's jury duty shall be in proportion to the teacher's percentage of full-time employment with the school district. The teacher may retain any mileage allowance or subsistence allowance paid in connection with jury service. The amount owed by such a teacher to the district may at the option of the district be withheld from the teacher's pay.

Any teacher summoned or subpoenaed either as a juror or a witness shall notify the principal sufficiently in advance of such required absence so as to permit reasonable arrangements to be made.

**4750 Unpaid Leave**

1. All full time employees may be allowed unpaid leave at the discretion of the Superintendent.
2. Unpaid leave shall be defined as leave for reasons, which are not covered, in any of the above policies. In most cases, unpaid leave shall be granted sparingly.
3. Unpaid leave shall be docked at full pay.

(9-11-90 Revised #1; 6/2025)

**4800 TEACHER RESPONSIBILITIES**

**4820 Academic Freedom**

In recognition of the right of citizens to make suggestions for improvement, upon the official request of any special interest group, the Board shall appoint any investigative committee composed of teachers and administrators to meet with representatives of the group, and discuss their interest in instructional material and topics. This committee shall make its report to the Board.

The appointment and functions of such investigative committee shall be consistent with and conform to the laws of the State of South Dakota governing the duties and responsibilities of the Board policies, particularly Policy #8300, numbers 6 and 20 in all of its parts.

Whenever any group or individual brings charges against a teacher concerning the freedom to teach, the Board may provide, at its discretion, without charge to the teacher, the necessary and sufficient leave of absence except when the Board and the teacher's position are in legal opposition.

**4830 Duties and Responsibilities**

1. To carry out assignments as outlined by the Superintendent and the Principal according to the policies of the Board.
2. Teachers are on duty from 8:00 am to 4:00 pm. On Fridays or day preceding holidays or vacations, teachers may leave after pupils have been dismissed, and school buses have departed. Teachers may be required to stay after 4:00 pm in case of an emergency as pre-arranged by the Principal and /or the Superintendent.
3. During the time the rooms are open for the reception of pupils, teachers are requested to be in their rooms unless the Principal or the Superintendent assigns them other duties.
4. All teachers are expected to devote full time to their contractual duties.
5. Non-school employment after school hours, on weekends, and vacations during the contract period is at the discretion of the teacher. However, if in the opinion of the school administration and the Board, such employment is deemed to interfere with contractual duties, resignation from contractual duties will be expected after due process. Teachers are requested to be present for school activities as requested by the Superintendent and / or Principal.

6. Teachers are responsible for turning out lights, closing windows, and locking doors when leaving their room after school.
7. The period before and after school, recess and lunch (for those students who bring their lunch to school) will be supervised.
8. At no time will children be sent from the building without supervision.
9. The teachers should make themselves available to students who seek their help before and after school.
10. If it is necessary for a teacher to leave the building during school hours, the teacher should check out at the office before leaving. Teachers should feel free to leave when necessary. However, they should use good judgment in the frequency and purpose for which they go.
11. No teacher shall use school equipment, school building or school facilities for private gain except upon the approval of the Superintendent. (6-12-00 Revised)

#### **4840 Public Complaints About School Personnel**

Constructive criticism of the schools is welcomed by the Flandreau School District when it is motivated by a sincere desire to improve the quality of the education program and to help the school personnel in performing their tasks more effectively.

The Board places trust in its teachers and desires to support their actions in such a manner that teachers are freed from unnecessary, spiteful, or negative criticism and complaints.

Whenever a complaint is made directly to the Board as a whole, or to a Board member as an individual, it shall be referred to school administration for study and possible solutions. The individual teacher involved shall be advised of the nature of the complaint and shall be given the opportunity for explanation, comment, and presentation of the facts as the teacher sees them.

The Board recognizes that situations may arise in the operation of the school system, which are of concern to parents or the public. Such concerns are best dealt with through communication with appropriate teachers, principals, the Superintendent, and the Board.

The following guidelines are the proper procedure to be followed by persons with questions or complaints:

1. Matters concerning individual students should first be addressed to the teacher.
2. Unsettled matters from (1) above or problems and questions concerning individual schools should be directed to the principal of the school.
3. Unsettled matters from (2) above or problems and questions concerning the system should be directed to the Superintendent.
4. The Board will consider hearing citizen complaints when they cannot be resolved by the administration. Matters referred to the Board must be in writing and should be specific in terms of the complaint and the action desired. The Board will not consider or act on complaints that have not been explored at the appropriate administrative level.

If it appears necessary, the administration, the person who made the complaint, or the teacher involved may request an executive session of the Board for the purpose of further study and decision by this body. Generally all parties involved, including the school administration, shall be asked to attend such a meeting for the purposes of presenting additional facts, making further explanations, and clarifying the issues.

Hear-say and rumor shall be discounted as well as emotional feelings except those directly related to the situation.

The Board shall conduct such meetings in as fair and just a manner as possible. The Board may request a disinterested third party to act as moderator to help it reach a mutually satisfying solution. In all meetings in regard to complaint, the teacher shall be allowed representation of the teacher's choosing.

#### **4850 Mentor/Mentee Program**

The Flandreau School District supports a mentor teacher program. This is a program whereby first year teachers will be paired with a district mentor teacher to ensure a smooth transition into the district.

Teachers with prior experience but new to the district will be offered the opportunity to participate in the program.

Program Goals:

1. To establish a structure for novice teachers to gather expertise and support from experienced faculty members.
2. To provide a positive teaching experience for the new teacher.
3. To increase the retention rate of teachers in the profession and in the district.
4. To reward experienced teachers for their role in supporting mentee teachers.

Mentor eligibility:

1. Completed a minimum of two years of successful full-time teaching experience in the Flandreau School District.
2. Staffed as a highly qualified teacher (as defined by the state of South Dakota).
3. Received authorization by the building principal to be a mentor teacher.

The expectations of the mentor/mentee team include:

1. An introductory meeting at the start of the school year to introduce building procedure, school system policies, and to set-up primary goals for the mentee and for the mentor/mentee team to take place during new staff in-service. The mentor teacher will not be in the line of authority and will not exercise formal supervision over the new teacher with whom he/she is working.
2. A minimum of four thirty-minute session search per quarter to focus on the mentee teacher's needs and understanding of district and profession programs and strategies and to discuss and evaluate the goals of the mentee.
3. An optional observational visit to each other's classroom at least once a semester.
4. The mentor is responsible for documenting meetings and classroom visitations including a log of discussion topics. This documentation is to be turned into the building principal by December 1<sup>st</sup> and May 1<sup>st</sup>.

Compensation:

The mentor teacher will receive \$500 for the added time, preparation, and work to make a successful team. The mentor teacher will be paid \$250 each semester upon receipt of the team documentation.

Revised (5/19/09; 5/28/2021)

#### **OTHER CLASSIFIED BENEFITS:**

Classified employee benefits such as insurance and leave allowances will be determined by the school board for classified employees. Benefit levels per individual classified employee will be identified upon

issuance of work agreements. Normal benefits will be provided full-time classified employees if the employee is assigned a minimum of 32 hours per week. Classified employees assigned less than 32 hours per week and a minimum of 20 hours per week will receive half the normal benefits. Classified employees assigned less than 20 hours per week will not receive benefits.

### **Classified Employee Two-week Notice Requirement**

Classified employees are required to provide the Superintendent with a written two-week advance notice of severance from their employment. A classified employee who does not provide two-week notice shall lose all benefits on the last day actually worked. Upon proper notice of severance of employment, insurance benefits for classified employees will be in effect to the end of the month of employment.

### **Classified Employee Accumulated Vacation and Other Leave**

#### **Sick Leave**

Sick days for all classified staff (custodial, secretaries, paraprofessionals, ALR) accrue one day (8 hours) of sick leave for every month of the contract. Any unused sick leave may be accumulated from one year to the next to a total of 480 hours to 560 hours dependent on work agreement period. When the maximum sick leave is accumulated, all classified staff will be reimbursed for hours over accumulated sick leave at a rate of \$8.00 per hour. Reimbursement will be made in December. The following are the accumulated totals:

- 315 hours for a staff member on a 9-month contract
- 400 hours for a staff member on a 10-month contract
- 480 hours for a staff member on a 12-month contract

Classified employees will not be paid for any accumulated vacation, sick leave, or other leave days upon severance from employment. However, after twenty years of service with the Flandreau Public School District and upon proper notice of severance of employment, an employee will be reimbursed \$4.00 per hour for up to 480 hours of unused sick leave.

On a case-by-case basis, if a classified staff member gives more than a two week notice of severance of employment, said staff member will be eligible to use all leave until day of employee severance.

Classified staff are to be allowed to convert accumulated sick leave to personal leave. If classified staff have at least 216 hours of accumulated sick leave at the end of the school year and have at least 3 years of experience in the district, they can convert 16 hours of sick leave into 8 hours of personal leave. This is to be used in the same increments as the personal leave policy. This benefit can be utilized only once per school year. Staff may carry over a maximum of 16 hours of personal leave.

Classified employees shall be allowed leave with full pay due to personal illnesses on the following basis:

<u>Work Agreement Period</u>	<u>Sick Leave Days</u>
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Nine (9) Month	9 days per year = 72 hours
Ten (10) Month	10 days per year = 80 hours
Eleven (11) Month	11 days per year = 88 hours
Twelve Months	12 days per year = 96 hours

A leave day is considered the same amount of time as the employee's normal workday. Maximum number of leave hours per day allowed is eight hours.

In the event that a staff member's childcare is closed and when no alternative childcare is available, staff may use sick leave.

(Revised 6/2019; 6/2020; 7/2022; 5/2023)

### **Family Medical Leave**

Family medical leave is provided according to district policy

### **Family Illness Leave**

Up to three days per incident to a maximum of twelve accumulated sick leave days per year may be used by employees for family illness purposes which include doctor or dentist appointments for immediate family members. Each three-day incident may be extended with a doctor's confirmation upon Superintendent approval up to a maximum of twelve days. All family illness leave days shall be deducted from the employee's accumulated sick leave.

### **Bereavement Leave**

1. Up to 24 hours per incident to a maximum of 96 hours of sick leave per year may be used by employees for funeral/bereavement leave.
2. Additional days for funeral/bereavement leave may be requested by the employee to the Superintendent. If the Superintendent approves the additional days, the days would be taken from the employee's accumulated sick leave, if days are available, or recorded as days without pay.
3. An additional three days of bereavement separate from sick leave will be added. This leave would be without the loss of pay. It will not be accumulated and will not go towards pay for unused sick leave. These three days will be granted each year. These days will be used only for immediate family. Immediate family is defined as spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. These days will be used first before the bereavement leave (4713.1) would go into effect.

(Revised 5/2012; 6/2017)

### **Personal Leave**

Classified staff will receive up to twenty-four (24) hours per year (3 days) for full-time employees and eight hours personal per year for employees who work less than 32 hours per week. Personal hours will be determined by the hours you work per day. Personal leave must be requested to the Superintendent in writing at least 24 hours in advance of the day on which the leave is to be taken. Personal leave shall not be allowed the day preceding or following a vacation or holiday period or during the first or last day of the school year. Personal leave shall not be used when other types of leaves are provided for the purpose of which the leave is required. Classified employees will receive payment for unused personal leave days each year at a rate of \$64 per day or \$8.00 per hour to a maximum of two days per year. Classified staff will be allowed to carry over up to three personal days to the following year. At the end of the school year,

staff will have the choice to be paid at the \$64 rate or carry over up to three personal days. The maximum number of personal days in any given year would be 6 total days or 48 hours. Staff must notify the Business Manager in writing by the last day of school if they would like to have a personal day carried over to the next year. If written notice is not submitted, the employee will be paid for their unused personal leave.

(Revised 7/2022; 4/2024; 6/2025)

### **Vacation Leave for Full-time Twelve Month Staff**

For 12 month classified staff, vacation days are accrued over the course of the school year so that leave can be used as it is earned. The number of vacation days staff would earn in that year is divided by 12 and accrued every pay period. Any hours over 160 (the maximum a person can earn per year) that remain on June 30<sup>th</sup> would be paid out at the hourly rate, so the most a person could start out the new year with is 160 hours. Employees with three or less years employment earn 80 hours/ear (6.66667 hours/month). Those with four or more years of employment earn an additional eight hours per year of employment (ex, 4 years = 88 hours, 5 years = 96 hours, etc), up to a maximum of 160 hours per year.

Vacation must be approved by the Superintendent at least five (5) working days in advance, unless unusual circumstances exist. As a general rule, vacation time will not be granted during the five (5) working days before school starts and the five (5) working days after school ends. All vacation used must be recorded with the Business Manager.

Administration will attempt to grant vacation leave to employees based on their requests. However, the supervisor must provide for adequate staff levels and employees should cooperate with their supervisor when scheduling vacation leave. The Superintendent is responsible for approving vacation leave requests.

Vacation leave is not granted to extend an employee's period of employment beyond the last day worked, nor is vacation leave granted after an employee has submitted a written resignation from employment.

Vacation leave will be based on the average hours per day worked in the preceding year of employment, but will not exceed eight (8) hours per day.

### **Salary Payment**

Classified staff shall receive salary payment on the 20<sup>th</sup> of the month or the last workday preceding the 20<sup>th</sup> if the 20<sup>th</sup> is not a workday. If the 20<sup>th</sup> is a holiday of which the banks do not consider a normal workday, salary payment shall be made on the most previous workday

### **Parent-Teacher Conferences**

Starting in the 2020-2021 school year, parent-teacher conferences will be an optional work day for paraprofessionals.