

**Stanley County School District
57-1
Classified
Negotiated Agreement
2025-2026**

CLASSIFIED PERSONNEL NEGOTIATED AGREEMENT
2025-2026

The enclosed agreements represent the items negotiated and agreed upon between the representatives of the Stanley County Education Association/SDEA/NEA for Classified Personnel and the Stanley County School District #57-1 School Board. Upon approval by the members of the Association and subsequently by the Board, these agreements shall become the adopted policy of the School District for the 2025-2026 fiscal year regarding the following items:

- I. GROUND RULES
- II. COVERAGE
- III. EMPLOYEE CLASSIFICATION
- IV. CLASSIFIED STAFF EMPLOYEES
- V. DAY AND HOUR GUIDE
- VI. SALARIES
- VII. LONGEVITY PAY
- VIII. PAY PERIOD
- IX. WORKDAY
- X. PAY DEDUCTION
- XI. ACTIVITY TICKETS
- XII. ANNIVERSARY DATE
- XIII. PROBATION PERIOD
- XIV. GROUP INSURANCE
- XV. LEAVE
- XVI. USE OF SCHOOL EQUIPMENT
- XVII. GRIEVANCE PROCEDURE
- XVIII. EVALUATION
- XIX. DURATION

ITEM I

GROUND RULES

These rules cannot be changed unless agreed to by both the District Superintendent and the head of the bargaining unit. If any changes are proposed the Superintendent will notify the School Board President.

1. Meeting will be held as mutually agreed. All negotiations sessions shall include all representatives from both of the negotiating teams unless mutually agreed upon. Each negotiating team shall be limited to four people.
2. Decide at each meeting the time and place the next session is to be held.
3. Meetings shall not exceed a two-hour limit unless it is mutually agreed by the parties to extend the time.
4. Resource people may be allowed to speak at negotiation sessions upon agreement of both parties, if arranged at least three days prior to the meeting. Resource people are defined as a person or persons who would be asked to provide information to both negotiating parties.
5. All communication with SCEA's negotiating team outside the official negotiations sessions must be solely with SCEA's classified chief negotiator. All communication with the District's negotiating team outside the official negotiations sessions must be either with the chief negotiator or the superintendent of schools.
6. It is the responsibility of each negotiations team to keep their own records of negotiations sessions. No electronic recording devices will be allowed. If mutually agreed upon, a recording secretary may be employed with each party paying one-half (1/2) the cost.
7. Both teams have the authority to propose and reach tentative agreements. Agreements are tentative until ratified by SCEA and the Board. Tentative agreements shall be initialed and dated by the spokesperson of each team upon arriving at such agreements.
8. Each team may caucus at any time, but it will not exceed 20 minutes unless both teams agree to a longer period of time. No more than two caucus's during any session per team. During a caucus, only one person from each team will go back and forth between the parties.
9. The term "Classified Personnel" shall include, but not be limited to: Assistant Maintenance/Custodian, Building Custodian, Maintenance Worker, Accounting Assistant, Administrative Assistant, Accounting Assistant II, Secretary, Behavioral Specialist, Educational Assistant, Food Service Director, Assistant Food Service Director, Library Specialist, Food Service, Music Assistant and Computer Technician. Classified personnel belonging to the Stanley County Education Association/SDEA/NEA shall be the sole bargaining unit for all classified personnel.

10. Observers are welcome; however, all observers must be employees or Board of Education members of the Stanley County system. Each team will be limited to eight (8) observers.
11. By the second negotiations meeting a listing of all topics to be presented for negotiation shall be exchanged. New topics may be presented with mutual consent.
12. In the event that an impasse exists pursuant to SDCL 3-18-8.1, the party declaring the impasse shall inform the other party in writing. If the statutory procedure provided in SDCL 60-10-2 to 60-10-3 has been followed, the parties shall meet within five (5) days of receipt of the fact finder's report and discuss the report.
13. Negotiations for each school year shall begin on a date mutually agreed upon immediately after certified staff negotiations.
14. Either the Stanley County School District, #57-1, Board and/or the Stanley County Education Association may in good faith request negotiations be reopened by giving written notice to the Superintendent of the Stanley County School District.

ITEM II

COVERAGE

DEFINITION OF CLASSIFIED PERSONNEL: For the purposes of this Agreement, the term "Classified Personnel" shall include, but not be limited to: Assistant Maintenance/Custodian, Building Custodian, Maintenance Worker, Accounting Assistant, Accounting Assistant II, Administrative Assistant, Secretary, Behavioral Specialist, Educational Assistant, Food Service Director, Assistant Food Service Director, Library Specialist, Food Service, Music Assistant and Computer Technician I.

RELATIONSHIPS WITH TEACHERS: The relationships of certified and classified personnel must be that of coworkers in providing a healthy learning environment for the children and youth of Stanley County.

RELATIONSHIPS WITH STUDENTS: In most cases, students are the responsibility of certified personnel, and classified personnel should assume no authority in student matters. Certain secretaries and aides are designated to deal with students under the direction of certified personnel. Cases of immediate danger to students or the destruction of school property would be examples of exceptions to this rule.

ITEM III

EMPLOYEE CLASSIFICATION

For the purposes of this Agreement, classified personnel will be classified in one (1) of two (2) classifications. **CLASS I** employees shall work at least 210 to 365 days per twelve (12) months calendar year; and **CLASS II** employees shall work 209 days or less per twelve (12) months calendar year as per employee's Letter of Intent.

All classified personnel being rehired (Class I and Class 11 employees) will receive a Letter of Intent no later than April 15 for the positions held. Letters of Intent must be signed and returned within fifteen (15) days following issuance.

Notwithstanding anything to the contrary, both employer and employee agree that either may terminate employment at any time with or without cause.

ITEM IV

CLASSIFIED PERSONNEL

RECORD KEEPING: Classified personnel will keep an accurate record of hours worked. Time sheets will be checked by the immediate supervisor prior to submission to the business office.

PERSONNEL FILE: Each employee shall have the right upon request to review the contents of said employee's personnel file and to place therein written reactions to any of its contents. The employee shall have the right to make copies of any of the items in the file and to be accompanied by a representative during the review of the file. Employees will receive a copy of all items placed in their personnel file.

ITEM V

DAY AND HOUR GUIDE

The following is to be used as a guide in establishing wages and normal working days and hours and in determining final salary settlements in cases of termination:

CLASS I EMPLOYEES	DAYS
Classified Personnel Working Twelve (12) Months Per calendar year as per Letter of Intent	210-365
CLASS II EMPLOYEES	DAYS
All Other Classified Personnel Per Letter of Intent	209 or Less

ITEM VI

SALARIES

Notwithstanding any other policy, salaries and/or wages will be negotiated annually or as otherwise agreed. Employees who have worked fewer than sixty (60) days prior to July 1 are ineligible for the negotiated wage increase for the following school year.

For the negotiating year 2025-2026, the following has been agreed upon: each current employee will receive a 1.25% raise to their own salary.

STARTING WAGE SCALE

Classified Staff starting wage scale, thereafter increases will be based on the agreed upon negotiated agreement.

The Superintendent and the Supervisor of the specific position will determine years of experience and the degree relevance as it relates to the candidates starting wage. Supervisors of the specific position will discuss the hiring wage scale with the potential employee at the time the position is offered. The district reserves the right to adjust the wage scale and job title based on the needs of the district.

Accounting Assistant

<u>Experience – No Degree</u>	<u>Wage</u>
0 – 5 Years -----	\$17.00
<u>Degree- or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$18.00
6 – 10 Years -----	\$18.50
11 – 15 Years -----	\$19.00

Accounting Assistant II

<u>Experience – No Degree</u>	<u>Wage</u>
0 – 5 Years -----	\$20.00
<u>Degree- or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$21.00
6 – 10 Years -----	\$21.50
11 – 15 Years -----	\$22.00

Administrative Assistant

<u>Experience-No Degree</u>	
0 – 5 Years -----	\$20.00
<u>Degree- or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$21.00
6 – 10 Years -----	\$21.50
11 – 15 Years -----	\$22.00

Behavioral Specialist

<u>Experience – No Degree</u>	<u>Wage</u>
0 – 5 Years -----	\$19.00
<u>Degree or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$20.00
6 – 10 Years -----	\$20.50
11 – 15 Years-----	\$21.00

*Once a staff member has passed the test to become a Registered Behavior Technician, their rate of pay will increase by \$2.00 per hour. The certification must be maintained in order to get this rate of pay.

Custodial/Maintenance

<u>Experience – No Degree</u>	<u>Wage</u>
0 – 5 Years -----	\$17.00
<u>Degree or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$18.00
6 – 10 Years -----	\$18.50
11 – 15 Years-----	\$19.00

Assistant Custodial/Maintenance

<u>Experience – No Degree</u>	<u>Wage</u>
0 – 5 Years -----	\$20.00
<u>Degree or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$21.00
6 – 10 Years -----	\$21.50
11 – 15 Years-----	\$22.00

Educational Assistant and Music Assistant

<u>Experience – No Degree</u>	<u>Wage</u>
0 – 5 Years -----	\$17.00
<u>Degree or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$18.00
6 – 10 Years -----	\$18.50
11 – 15 Years-----	\$19.00

All Special Education Paras will receive a \$2500.00 stipend yearly. It will be prorated and paid out monthly.

Special education paras – Trainings will be provided on in-service days or during the summer on education relevant topics.

Food Service

<u>Experience – No Degree</u>	<u>Wage</u>
0 – 5 Years -----	\$17.00
<u>Degree or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$18.00
6 – 10 Years -----	\$18.50
11 – 15 Years-----	\$19.00

Food Service Director -- Starting wage range of \$18.50 to \$23.00 negotiated and based on experience.

Title 1 Educational Assistant

<u>Experience – No Degree</u>	<u>Wage</u>
0 – 5 Years -----	\$17.00
<u>Degree or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$18.00
6 – 10 Years -----	\$18.50
11 – 15 Years -----	\$19.00

Library Specialist

<u>Experience – No Degree</u>	<u>Wage</u>
0 – 5 Years -----	\$19.00
<u>Degree or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$20.00
6 – 10 Years -----	\$20.50
11 – 15 Years -----	\$21.00

Secretary

<u>Experience – No Degree</u>	<u>Wage</u>
0 – 5 Years -----	\$17.00
<u>Degree or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$18.00
6 – 10 Years -----	\$18.50
11 – 15 Years -----	\$19.00

Technology I

<u>Experience No Degree</u>	<u>Wage</u>
0 – 5 Years -----	\$17.00
<u>Degree or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$18.00
6 – 10 Years -----	\$18.50
11 – 15 Years -----	\$19.00

Technology II

<u>Experience</u>	
<u>Bachelor Degree</u>	
<u>0 – 5 Years -----</u>	
0 -- 5 Years-----	\$20.00
<u>Degree or Equivalent experience relevant to the position</u>	
0 -- 5 Years-----	\$21.00
6 – 10 Years -----	\$21.50
11 – 15 Years -----	\$22.00

Specific Special Needs Staff - \$1.00 per hour will be added to their current rate of pay if addition training or certification is needed to perform specific duties, as determine by the Special Education Director.

SUB PAY

When performing substitute teacher duties, classified personnel shall receive the current substitute teacher pay or their individual hourly wage, whichever is higher. If they are making above sub pay, then they will receive regular pay plus \$30.00 for full-day and \$15.00 for $\frac{1}{2}$ day or less. Substitute vouchers will be submitted to the building secretary for pay after classified personnel have subbed for a minimum of 30 minutes at the elementary or 1 class period at the MS/HS.

Each classified staff member may supervise or take tickets at 1(one) home sporting event and the additional time will be compensated at minimum wage.

ITEM VII

LONGEVITY PAY

Classified employees with at least five (5) years of continuous service with the Stanley County School District shall receive a longevity pay bonus each year in the month of their starting anniversary date as follows:

- 5 – 10 Years -- \$20.00 per year for each year worked
- 11 – 15 Years -- \$30.00 per year for each year worked
- 16 – 20 Years -- \$40.00 per year for each year worked
- 21 – 25 Years -- \$50.00 per year for each year worked
- 26 – 30 Years -- \$60.00 per year for each year worked.

ITEM VIII

PAY PERIOD

All Class I and Class II employees will be paid on or before the 20th day of the month. A timesheet schedule is annually set.

Class II employees may elect to receive their salary in nine (9) or twelve (12) monthly payments. For those who are paid on the nine (9) month basis, deductions to be made for insurance or annuities will be prorated over the nine (9) months.

ITEM IX

WORKDAY

An employee's workday and hours-per-week will be according to job descriptions. No overtime will be allowed without recommendation of the employee's immediate supervisor and specific authorization by the District's Superintendent.

ITEM X

PAY DEDUCTION

When an employee's monthly pay is based on estimated hours so the monthly pay check is an equal amount and payment is made on or before the 20th day of the month, and in the event that a Class I or Class II employee's employment is terminated prior to the end of the month or the end of the fiscal year, the final salary or wage will be calculated as follows: The employee's gross salary or wage divided by the number of days from the day guide equals the daily rate of pay multiplied by the number of days completed in the month of termination. Class I employees who have satisfactorily completed the probationary period and whom have been given the standard two-week notice of termination will be compensated for vacation leave earned. The employee must work the full two (2) weeks prior to the agreed day of termination.

ITEM XI

ACTIVITY TICKETS

All Class I and Class II employees will be issued two free passes to all regular activity events of the school.

ITEM XII

ANNIVERSARY DATE

All Class I employees will have a common anniversary date of July 1. Class II employees' anniversary date will correspond with their first day on the job.

ITEM XIII

PROBATION PERIOD

All new employees are required to serve a sixty (60) day probation period. During this period, the employee's compatibility with the system will be determined. All salary or wage adjustments may or may not be made upon satisfactory completion of the probationary period. An employee can earn no leave time during this period. However, if employment is continued beyond the sixty (60) days, earned leave becomes retroactive to the original date of employment. After having completed thirty (30) days of employment, employees shall be eligible for participation in the school district's health insurance coverage.

ITEM XIV

GROUP INSURANCE

The District will pay up to \$800 to the District's health insurance provider for health insurance for an employee. Part-time employees who are employed seventy-five percent (75%) of full-time or more shall receive the full allowance for single coverage health insurance. Those employees

whose employment is less than seventy-five percent (75%) of full-time shall receive a prorata health insurance allowance in direct relationship to the time employed.

In the event that the insurance increase exceeds the increase to the salary, negotiations will be reopened for the purpose of discussing insurance and compensation.

If you choose to enroll in the employee funded optical and/or dental insurance at the group cost, the District will do a payroll deduction.

The District will pay Class II employees' individual premium during the two (2) summer months.

The District will pay the insurance for three (3) months after a retiring employee's (employee with 20 or more years of service with the District) final pay check.

The District will pay for one month of insurance after the final pay check of an employee resigning or terminated prior to the completion of the employee's Letter of Intent.

ITEM XV

LEAVE

BEREAVEMENT LEAVE: Bereavement leave shall be granted upon recommendation of the immediate supervisor and approval of the superintendent. Bereavement leave will be deducted from the employee's accumulated sick leave.

EMERGENCY CLOSINGS: The following provisions shall apply in the event of school closings for inclement weather or other emergencies:

1. When school is canceled prior to the start of the workday, employees are not required to report unless directed by their immediate supervisor. Employees will be paid for their agreed upon hours per letter of intent for that day unless the day is made up.
2. When school has late start or early dismissal, employees shall report at the time designated by the Superintendent but will be paid for their agreed upon hours per letter of intent.
3. When staff does not arrive/leave at the Superintendent's designated time due to travel conditions, personal leave and/or leave without pay will be required to make the agreed upon hours per letter of intent.

HOLIDAY LEAVE: Class I employees shall have the following days as holiday days: Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, and other days as agreed upon. Class II employees shall have the following days as holiday days: Thanksgiving, the Friday following Thanksgiving, Christmas, and New Year's Day.

If at any time the above holidays fall on a school in-session day, Class I employees shall receive an exchange day as worked out with supervisors.

JURY DUTY: When a Class I or Class II employee is summoned to jury duty, he or she will be entitled to receive his or her regular salary or wage while absent from work.

PERSONAL LEAVE: Three (3) days of personal leave per employee work day shall be granted to all Class I & II employees. Personal leave requests shall be submitted to the immediate supervisor and shall be granted upon approval of the supervisor. Advance notice of not less than forty-eight (48) hours shall be given. If a classified employee has not used their 25.5 hours of personal leave, they may choose to have 8.5 hours roll over into their personal leave for the next school year. All remaining unused personal leave will be added to their sick leave balance. Employees may accumulate no more than 4 days. This is in addition to vacation leave granted to Class I employees.

SICK LEAVE: Sick leave for Class I and Class II employees shall be earned at the rate of one (1) day per month completed per employee work day. Sick leave may be accumulated up to one hundred (100) days for Class I employees and eighty (80) days for Class II employees and may be used for sickness and/or death in the employee's immediate family as defined. When sick leave extends beyond 34 consecutive hours for personal illness or injury, the superintendent may request a doctor's statement or a second opinion of disability. All accumulated sick leave is lost or forfeited if the employee is terminated by the district.

At the end of the school year, staff who have reached the maximum sick leave days (100 for class I and 80 for class II), may donate any days to the sick leave bank that may otherwise be lost.

Upon resignation or retirement of a Class I or Class II employee, accumulated sick leave will be paid at a rate of \$5.00 per hour for all accumulated sick leave hours after five (5) consecutive years of service.

**Immediate family defined: wife, husband, daughter, daughter-in-law, son, son-in-law, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, grandmother, grandfather, granddaughter, grandson, step brothers, step sisters, step children, foster children, step parents and a staff member that has power of attorney for an individual.*

SICK LEAVE BANK

Adopted: 12/09/02, Revised 05/02/15

1. Participation in the Sick Leave Bank is mandatory and available to all SC classified staff members. Participants may use the Sick Leave Bank for his/her own personal illness or disability but may also apply to the bank if an immediate family member* has an illness or injury.
 - a. Staff members must contribute one of their working days each year to the bank.
 - b. New staff will be eligible to participate upon completion of his/her probation period.
 - c. Staff may donate up to two (2) additional sick days to the sick bank each year.
2. Sick Leave Bank members may draw up to twenty (20) days from the bank during a fiscal school year provided all accumulated personal, sick, and vacation leave days have been utilized. Full-time members working eight-hour days will receive up to twenty (20) full days. Part-time members (those not working eight-hour days) will receive proportionate daily amounts according to his/her workday. If needed, after using the initial twenty (20) days from the Sick Leave Bank, a member may reapply for additional days up to a maximum of ten (10) from the Sick Leave Bank for the fiscal year.

- a. Requests for Sick Leave Bank use will be submitted in writing to the Superintendent and supported by a physician's statement.
3. A five-member committee shall administer the Sick Leave Bank. The committee will be comprised of five people: an educational assistant, maintenance/custodial personnel, food service personnel, office staff personnel, and the Business Manager.
4. The Sick Leave Bank committee shall meet within five (5) working days of the receipt of the request to the Superintendent. The requesting member will receive a reply to his/her request within three (3) working days of the committee meeting.
5. Written notification will be given to the Superintendent upon committee approval to include the requesting staff member's name, and dates of leave. The document will specify the days are granted on an as need basis with a "cap" determined by the committee. This notification will be signed by the chairperson of the committee.
6. The Business Office through submitted leave slips will track the need and deduct from the sick bank and give to the employee on an as need basis keeping the "cap" set by the committee as the control mechanism. No sick bank hours will be distributed to the employee without leave slips.
7. Days in the Sick Leave Bank shall be withdrawn on a first-come, first-serve basis. Staff members must contribute one additional day per year if the Sick Leave Bank is depleted to five days or less during the fiscal year. If the sick bank requires more days and an employee is out, they will be granted one less day than the committee allows.
8. Days used from the SC Sick Leave Bank will not be deducted from future sick leave days earned while in service to the district.
9. Any hours left in the sick bank at end of fiscal year will remain and carry forward to the next fiscal year. The business office will determine if there is a need to again draw one day from each employee to build the sick bank back to a designated cap determined by the committee.

**Immediate family defined: wife, husband, daughter, daughter-in-law, son, son-in-law, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, grandmother, grandfather, granddaughter, grandson, step brothers, step sisters, step children, foster children, step parents and a staff member that has power of attorney for an individual.*

SPECIAL LEAVE: Request for leave other than for illness will be handled on an individual basis by the District Superintendent upon recommendation of the employee's immediate supervisor. Such leave, when granted, may be with or without pay.

VACATION LEAVE: Class I employees shall earn .834 days of vacation in addition to the above for each month satisfactorily completed. Vacation leave may be accumulated up to 320 hours of earned vacation leave. Upon termination of a Class I employee, accumulated earned vacation leave shall be paid at the employee's rate of pay up to a maximum of 320 hours of accumulated earned vacation days.

Class I employees shall earn ten (10) days of vacation time the first (1st) through fourth (4th) years of employment; twelve days of vacation time the fifth (5th) through ninth (9th) years of employment; and fifteen (15) days of vacation time the tenth (10th) year of employment and each succeeding year thereafter.

Class II employees earn no vacation leave since their employment is based on 209 days or less.

EXTRA DUTIES: Employees will be paid for time on duty for events, i.e. parent-teacher conferences, in-service days, enrichment days, kindergarten roundup, 5-day work weeks, etc. Any overtime shall be approved in advance by the superintendent, principal or business manager.

ITEM XVI

USE OF SCHOOL EQUIPMENT

School employees must have permission from the building principal to take school-owned equipment off school premises. Also, such employees must report to the Business Office any equipment that has been moved to another classroom or another building on a permanent basis.

ITEM XVII

GRIEVANCE PROCEDURE

All school employees have access to the grievance procedure as mutually agreed to by the Stanley County School Board and Stanley County Education Association. Employees are urged to make every possible attempt to solve the grievance informally with the immediate supervisor.

Article I

Definitions:

- A. A grievance is a complaint by a person or group of persons employed by the Stanley County School District, #57-1, made either individually or by a duly authorized and recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, practice or procedure of the School Board. Negotiations for, or a disagreement over, a nonexistent agreement, contract, policy, rule, practice or procedure is not a "grievance."
- B. An "aggrieved person" is the person or group of persons asking the claim.
- C. "Board" means the School Board of the district.
- D. "Days" shall mean calendar days unless otherwise specified.

- E. "Board's Designee" means selected Board Representative.

Article II

Purpose:

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the District, and to facilitate this purpose. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

Article III

Procedure:

- A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.
- B. If appropriate action is not taken then the employee can take it to the next level. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the Article.
- C. If an employee does not file a grievance in writing with the principal or other supervisor within twenty-one (21) calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
- D. Grievance forms shall be available from the building principal, and/or the immediate supervisor.

Article IV

Informal Procedures:

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

B. If, after such discussion with the supervisor, principal, or other administrator, the employee is not satisfied with the disposition of the matter, he shall have the right to present the matter to and discuss it with the Superintendent.

Article V

Formal Procedures:

LEVEL ONE - School Principal, Immediate Supervisor or Other Administrator

A. If an aggrieved person is not satisfied with the disposition of his problem through informal procedures, he shall submit his claim in writing.

B. Three (3) copies of this written grievance shall be prepared by the employee and he/she shall send one (1) copy to each of the following: Supervisor, Principal or other administrator, and the Superintendent of Schools.

C. An employee who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator or supervisor to whom he/she is directly responsible and such administrator shall carry out the aforementioned responsibilities the same as a principal. The administrator, within five (5) days, shall render his/her decision in writing to the aggrieved person.

LEVEL TWO - Superintendent of Schools

A. If an aggrieved person is not satisfied with the decision concerning his/her alleged grievance at Level One, or if no written decision has been rendered within five (5) days, he may, within three (3) days after the decision is rendered, or within eight (8) days after his formal presentation, file his/her alleged grievance with the Superintendent of Schools.

B. The Superintendent of Schools, or his/her designee, within five (5) days from the receipt of the written grievance shall meet with the aggrieved person for the purpose of resolving the grievance. The principal or appropriate administrator who was involved at Level One shall be notified and shall have the option of attending the meeting. Arguments and documentation of all parties shall be made in writing at the Level Two hearing and copies thereof shall be given to the Superintendent and the grievant. The Superintendent shall, within five (5) days after this meeting, render his/her decision in writing to the aggrieved person, the supervisor and the principal or other administrator.

LEVEL THREE - Board of Education

A. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days, he/she shall within five (5) days thereafter transmit it by letter to the Superintendent with a statement of reasons why it is being appealed.

B. At the next regular meeting or a special meeting, the Board (or its designated agent) shall consider the grievance and have a hearing to be held in executive session. The Board shall make a final decision thereon at that regular or special meeting, if possible. The aggrieved party shall be provided with a written decision within ten (10) days of such a hearing.

LEVEL FOUR

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no written decision has been rendered within the time period set forth in the preceding paragraph, he or she may, within twenty-one (21) days after receipt of the written decision of the Board, or within twenty-one (21) days of the date when the decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to SDCL 3-18-15.2. The inclusion of this paragraph in this Grievance Procedure shall not constitute a waiver of either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

LEVEL FIVE

All provisions as provided in SDCL 3-18-15.2.

Article VI

Miscellaneous:

A. If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building: they shall report immediately to the principal of such building being visited and state the purpose of the visit.

B. Interruption of regularly assigned classes or activities shall be prohibited and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties. This prohibition does not waive nor diminish rights of either party to include student testimony beyond Level Four.

C. Any party or parties in interest shall appear and may be represented at formal Levels I and II of the grievance procedure by one representative. When the representative is not a member of the employee association the employee association shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels I and II of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives, provided that the formal representative has been given opportunity to be present at such adjustment. At Level III a maximum of three (3) representatives, one of whom shall be the spokesperson, may represent the aggrieved person or persons involved in a grievance.

- D. If, in the judgment of the employee association, a grievance affects a group or class of employees, the association may submit such grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level II. The employee association shall designate not more than two spokespersons for the association in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee association shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
- E. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this Grievance Procedure. The vote on the Board's decision on Level III grievance shall be made in open session but the name of the aggrieved party shall not be disclosed.
- F. When it is necessary for a party or parties in interest to attend a Board meeting or a hearing called during the working day, the Superintendent's Office shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without ~~loss of~~ pay for such time as their attendance is required at such meeting or hearings.
- G. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL ONE

(To be completed by Aggrieved Person)

Date of Presentation to Supervisor:

Name of Aggrieved Person:

Home Address:

School:

Supervisor:

Nature of Grievance:

Settlement Requested:

Signed: _____
(Aggrieved Person)

REPLY TO LEVEL ONE GRIEVANCE

Date Reply Sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of Presentation of Grievance to Supervisor:

Reply of Supervisor with Rationale:

Signed: _____

(Supervisor)

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL TWO

Copies of Request for Settlement of Grievance LEVEL ONE and Reply must be attached.

Date of Presentation to Superintendent:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply to LEVEL ONE Grievance:

State reason for submission of grievance to LEVEL TWO:

Settlement Requested:

Signed: _____
(Aggrieved Person)

REPLY TO LEVEL TWO GRIEVANCE

Copies of Request for Settlement of Grievance LEVEL ONE and Reply must be attached.

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of Submission of Grievance to Superintendent:

Decision of Superintendent with Rationale:

Signed: _____
(Superintendent)

REQUEST FOR SETTLEMENT OF GRIEVANCE

Copies of all previous Requests for Settlement and Replies must be attached.

Date of submission to Superintendent:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply of Superintendent to LEVEL TWO Grievance:

State Reason for submission of Grievance to LEVEL THREE:

Settlement Requested

Signed: _____
(Aggrieved Person)

REPLY TO LEVEL THREE GRIEVANCE

LEVEL THREE

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of submission of Grievance to Superintendent - LEVEL THREE:

Date of Hearing with School Board:

Decision of the School Board with Rationale:

Signed: _____
(President of the Board)

WITHDRAWAL OF GRIEVANCE

Date of Withdrawal:

Name of Aggrieved Person Home Address:

School:

Present Level of Grievance (Check One)

LEVEL ONE _____

LEVEL TWO _____

LEVEL THREE _____

Date on which Grievance was submitted at this Level:

Brief description of nature of Grievance:

REQUEST FOR WITHDRAWAL

I hereby request that the above grievance be withdrawn from further consideration without prejudice or record.
I acknowledge that I may not reopen this grievance.

Signed: _____
(Aggrieved Person)

ITEM XVIII

EVALUATION

- A. The Board and the staff recognize the importance and value of the procedure for assisting and evaluating the progress and success of both newly employed and experienced staff for the purpose of improving job performance. The existing evaluation forms shall be used for evaluations.
- B. All classified staff shall be evaluated at least one (1) time per year.
- C. Closed circuit television, public address systems, audio systems or recording devices may not be used unless the use of such equipment is mutually agreed upon.
- D. Evidence for evaluation may be collected at any time during the school year.
- E. The Evaluation Form shall provide a basis for common understanding of the evaluation process and as an observation record and reporting form between the evaluator and staff member. The checklist for educational assistants and librarians shall, include the following rating: 1 - Distinguished; 2 - Proficient; 3 -Basic and 4 – Unsatisfactory and n/a – not applicable. The evaluation for all other classified staff is as follows: 1-unsatisfactory; 2-needs improvement; 3-meets expectations; 4-exceeds expectations; 0-not applicable.
- F. A staff member is to be advised in areas which need improvement.
- G. As a part of a self-evaluation process, an administrator may ask the staff under his/her supervision to provide him/her with an evaluation of his/her performance. Said evaluation shall be confidential and given only to the administrator evaluated to be used to assist his/her in improving performance and staff relations.

CLASSIFIED EMPLOYEE EVALUATION

EMPLOYEE NAME _____

SCHOOL _____

Dates of evaluation period: _____ to _____

GENERAL SCORING RUBRIC:

- 0 = not applicable
- 1 = unsatisfactory
- 2 = needs improvement
- 3 = meets expectations
- 4 = exceeds expectations

Does the employee treat school business as business information? Yes _____ No _____
 Does the employee adequately guard confidential information? Yes _____ No _____

SECTION I - Evaluator must check each factor in the appropriate column.

Anything scored with 1 or 4 must have a written comment.

					PERFORMANCE ABILITIES
					Productivity
					Quality of Work
0	1	2	3	4	
					Productivity
					0 = Not applicable
					1 = Seldom completes an acceptable amount of work. Generally slow, wastes time, productivity inadequate.
					2 = Production needs improvement. Just barely completes tasks. Needs to improve work rate.
					3 = Produces a high quantity of work. Meets expectations for quantity.
					4 = Consistently high productivity. Works with speed and accuracy. Does more than expected
					Knowledge of Work
					0 = Not applicable
					1 = Makes excessive and repetitive errors. Cannot be given work requiring accuracy.
					2 = Work requires frequent inspection. Makes more errors than average.
					3 = Quality meets the standard.
					4 = Does excellent work, is conscientious. Seldom makes an error.
					Operation and care of equipment
					0 = Not applicable
					1 = Requires frequent re-instruction of job tasks. Knowledge insufficient for the job.
					2 = Has acquired limited knowledge of the job and tasks required, needs improvement.
					3 = Has a satisfactory working knowledge of the job and procedures.
					4 = Has an excellent grasp of all phases of the job. Assists in teaching others.
					Computer Application
					0 = Not applicable
					1 = Lacks sufficient knowledge to use a computer and the District's technology system.
					2 = Inconsistently applies knowledge and skills for use and care of equipment.
					3 = Demonstrates appropriate knowledge and skills for the care and use of equipment related to the job.
					4 = Demonstrates excellent knowledge and skills for the care and use of equipment related to the job.

COMMENTS:

0	1	2	3	4	PERSONAL QUALITIES
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Attendance and punctuality

0 = Not applicable

1 = Frequently late or not at work. Condition is unsatisfactory.

2 = Often late or missing from work. Needs considerable improvement.

3 = Meets expectations of attendance and punctuality for the working assignment.

4 = Has maintained an outstanding attendance and punctuality record. Often comes in early or stays late to finish a task or project.

Appearance (refer to policy)

0 = Not applicable

1 = Consistently inappropriately dressed and/or groomed for the job assignment.

2 = Frequently inappropriately dressed and/or groomed for the job assignment.

3 = Dresses and is groomed appropriately for the job assignment and requirements for that assignment.

4 = Exceeds the expectations for dress and appearance for the job assignment

Public relations

0 = Not applicable

1 = Gets along poorly with members of the public. Have received a number of complaints. Shows a reluctance to improve.

2 = Frequently does not meet expectations when interacting with members of the public, needs improvement.

3 = Demonstrates good skills in working with members of the public. Meets expectations.

4 = Has an excellent relationship with the public. Exceeds the expectations when working with members of the public.

Pupil relations

0 = Not applicable

1 = Gets along poorly with pupils. Have received a number of complaints. Shows a reluctance to improve.

2 = Frequently does not meet expectations when interacting with pupils, needs improvement.

3 = Demonstrates good skills in working with pupils. Meets expectations.

4 = Has an excellent relationship with the pupils. Exceeds the expectations when working with pupils.

Staff relations

0 = Not applicable

1 = Gets along poorly with members of the staff. Have received a number of complaints. Shows a reluctance to improve.

2 = Frequently does not meet expectations when interacting with members of the staff, needs improvement.

3 = Demonstrates good skills in working with members of the staff. Meets expectations.

4 = Has an excellent relationship with the staff. Exceeds the expectations when working with members of the staff.

COMMENTS:

					OTHER QUALITIES
0	1	2	3	4	
					Compliance with rules and policies
0 = Not applicable	1 = Does not follow District rules and procedures. Does not meet expectations.	2 = Does not consistently follow District rules and procedures. Needs significant improvement.	3 = Consistently follows District rules and procedures. Meets expectations.	4 = Always follows District rules and procedures. Is a role model for others.	
					Safety practices
0 = Not applicable	1 = Creates situations or environment that is unsafe to self and others.	2 = Is sometimes unsafe. Does not meet expectations, needs improvement.	3 = Consistently follows safe working procedures. Meets expectations.	4 = Takes the initiative to provide a safe and secure working environment.	
					Adaptability
0 = Not applicable	1 = Does not make necessary adjustments and changes for job tasks.	2 = Has difficulty in making required adjustments and changes for job tasks.	3 = Makes appropriate adjustments and changes relating to the job. Meets expectations.	4 = Very adaptable on the job. Can see the big picture and vision to make changes. Deals effectively with ambiguity.	
					Initiative
0 = Not applicable	1 = Does not demonstrate the instincts to begin or follow through with a plan of action.	2 = Rarely demonstrates actions that involve initiating actions relating to the job.	3 = Demonstrates levels of initiative that are satisfactory for the job.	4 = Frequently demonstrates and is successful with instincts to begin and follow through with a plan of action.	
					Dependability
0 = Not applicable	1 = Requires continuous supervision. Lacks follow through with tasks.	2 = Often requires closer supervision than is satisfactory for the job, needs improvement.	3 = Levels of supervision are appropriate for the job tasks.	4 = Requires very little supervision of the job. Finds ways to improve task completion and will seek more to do if tasks are completed.	
					Positive Attitude
0 = Not applicable	1 = Routinely views isolated negative events as being pervasive to all situations.	2 = Often views isolated negative events as being pervasive to all situations.	3 = Maintains an appropriate balance when reacting to positive and negative situations.	4 = Does not allow negative events to interfere with task completion. Views negative events as isolated situations and views things in a positive manner	
					Planning and organizing
0 = Not applicable	1 = Work performance indicates very little effort to plan and organize job tasks.	2 = Work performance often lacks evidence of planning and organization, needs improvement.	3 = Efforts to plan and organize work tasks meets job expectations.		

4 = Efforts to plan and organize work tasks exceeds job expectations. Planning and organization are real job strengths.				
0	1	2	3	4
				Scheduling and coordinating
0 = Not applicable				
1 = Rarely meets work schedules. Doesn't coordinate or schedule job tasks with others or to fit job expectations.				
2 = Often scheduling and coordinating job activities do not meet satisfaction, needs improvement.				
3 = Scheduling and coordination of job activities meet job expectations.				
4 = Work performance demonstrates scheduling and coordination of work activities are a real job strength.				
Training and instruction				
0 = Not applicable				
1 = Doesn't participate in training or educational activities sponsored by the District.				
2 = Occasionally participates in training and educational activities sponsored by the District.				
3 = Participates in the training and educational activities sponsored by the District.				
4 = Participates in the training and educational activities sponsored by the District & participates in other opportunities independently.				
Evaluating others				
0 = Not applicable				
1 = Does not evaluate others in a satisfactory manner.				
2 = Usually evaluates others in a satisfactory manner, needs improvement.				
3 = Evaluates others in a satisfactory manner.				
4 = Evaluation of others is thorough and leads to improved employee performance.				
Judgement and decisions				
0 = Not applicable				
1 = Judgements and decisions made are not satisfactory or appropriate relating to the job.				
2 = Usually makes satisfactory and appropriate judgements and decisions relating to job, needs improvement.				
3 = Judgements and decisions relating to the job are satisfactory and appropriate.				
4 = Judgements and decisions relating to the job are exemplary.				
Leadership				
0 = Not applicable				
1 = Does not demonstrate good qualities of leadership.				
2 = Usually demonstrates good qualities of leadership, needs improvement.				
3 = Demonstrates good qualities of leadership.				
4 = Leadership has been exemplary.				
Additional factors				
0 = Not applicable (list them in appropriate row)				
1 = Not satisfactory.				
2 = Usually satisfactory, needs improvement.				
3 = Satisfactory.				
4 = Exemplary.				
COMMENTS:				

Evaluator's Comments:**Employee Comments:**

I have had the opportunity to review this document and discuss its contents with my supervisor. My signature acknowledges that I have been informed of my performance rating, but does not necessarily indicate agreement.

Recommendation
 ReEmployment
 Reassignment
 Termination

Evaluator Signature:

Date: / /

Employee Signature Date: / /

THESE FACTOR DEFINITIONS PERTAIN TO ITEMS ON THE CLASSIFIED EMPLOYEE EVALUATION

Quality of work: With accuracy and with dependability

Knowledge of work: The understanding of specific job requirements necessary for satisfactory job performance.

Operation and care of equipment: Refers to knowledge of and effort made to properly utilize materials for their most efficient use.

Safety practices: Refers to the attempt to carry out job requirements considering the safety of self and others; participation in required safety programs. Attendance: Faithful adherence to hours and days of assigned work.

Appearance: Appropriateness of dress and grooming on the job.

Public relations: Courteous and helpful attention given to other people and an awareness of representing a public service organization. Pupil relations: Satisfactory relationship with students while on the job.

Staff relations: Maintaining a satisfactory working relationship with other employees and demonstrating a willingness to work within a group approach to achieve efficient operation.

Adaptability: The ability to adjust without difficulty to new and changing conditions.

Initiative: The effort made to attain prescribed goals and respond with minimum direction to new demands and a willingness to accept responsibility or take action not required by job description.

Dependability: The ability to do required jobs well with a minimum of supervision.

**Stanley County School District 57-1
Paraprofessional Evaluation Instrument**

Name: _____

School Year: 20____ 20____ Date of Evaluation: ____ / ____ / ____

1 = Distinguished 2= Proficient 3=Basic 4= Unsatisfactory N/A = Not Applicable

Competencies

		1	2	3	4	N/A
1	Demonstrates depth of knowledge in performing the job.					
2	Is able to identify problems and develop appropriate solutions.					
3	Prepares and maintains accurate and complete records for the purpose of data collection and documentation.					
4	Utilizes available resources to achieve job results.					
5	Understands, applies and adheres to District and school/departmental policies and procedures and work rules.					
6	Assists licensed school personnel with student discipline, preparing supplemental work for students and keeping students on task.					
7	Maintains high standards and quality of work					
8	Works with small groups to provide individual help during class sessions.					
9	Follows directions established by the supervisor.					
10	Assists in preparation of instructional materials, class displays and bulletin boards					
11	Assists with the implementation of instruction as required by the Individualized Educational Program (IEP)					
12	Assists with special medical procedures for students as may be required, following specific training by the school nurse and under his/her supervision.					
13	Performs such other tasks as may be assigned by supervisor.					

Comments:

Job Initiative and Professionalism

		1	2	3	4	N/A
1	Accepts, seeks and /or takes initiative for any responsibilities, assignments and/or projects and initiates and takes action for improvements.					
2	Adapts well to change in the work environment.					
3	Safeguards confidential and privileged information.					
4	Positively represents the District in the work place and public environment; exhibits professional demeanor, including appropriate dress, grooming, hygiene and language.					
5	Arrives to work on time and is prudent in use of leave and adheres to leave policies.					
6	Follows safe work practices, and promptly reports safety hazards.					

Comments:

Communication Effectiveness

		1	2	3	4	N/A
1.	Expresses self clearly, both orally and in writing in a professional manner					
2	Relates well with all students.					
3	Demonstrates active listening skills.					
4	Initiates and gives feedback professionally.					
5	Maintains composure, demonstrates constraints and self-control in difficult situations.					
6	Serves as a positive role model for students.					

Comments:

Task and Time Management

1 2 3 4 N/A

1	Manages and prioritizes time and resources				
2	Minimizes the development of crisis and responds appropriately.				
3	Works without supervision				

Comments:

Technology and Office Equipment Proficiency

1 2 3 4 N/A

1	Exhibits adequate knowledge of applicable software systems.				
2	Exhibits proficiency with functions of technology equipment.				

Comments

Teamwork and Collaboration

1 2 3 4 N/A

1	Treats all people with respect and civility.				
2	Values diversity and resolves conflicts professionally.				
3	Develops and maintains professional relationships, refrains from discussing information about colleagues, staff and/or students obtained in the course of professional service for other than professional purposes.				
4	Maintains high standards and quality of work.				
5	Demonstrates problem solving and decision making skills.				
6	Displays a willingness to work with students as assigned by supervisor.				
7	Works as a positive team member.				

Comments:

Evaluator's Comments:**Employee Comments:**

I have had the opportunity to review this document and discuss its contents with my supervisor. My signature acknowledges that I have been informed of my performance rating but does not necessarily indicate agreement.

Recommendation
 ReEmployment
 Reassignment
 Termination
 Evaluator Signature: _____

Employee Signature _____

Date: ____ / ____ / ____

Date: ____ / ____ / ____

XIX
DURATION

THIS AGREEMENT shall be effective from the first (1st) day of July, 2025, until the thirtieth (30th) day of June, 2026.

IN WITNESS WHEREOF: The parties have caused duplicate originals of this Agreement to be signed at Fort Pierre, South Dakota, this 9th day of April 2025.

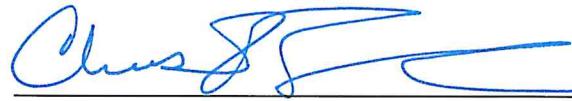
STANLEY COUNTY EDUCATION
ASSOCIATION/SDEA/NEA



Jennifer Milliken, President


Anna Rutherford, Negotiator

STANLEY COUNTY SCHOOL DISTRICT #57-1
SCHOOL BOARD



Chris Fosheim, President


Tate Gabriel, Business Manager