



To educate every student
to his or her potential

NEGOTIATED AGREEMENT

BETWEEN

**CUSTER SCHOOL DISTRICT 16-1
BOARD OF EDUCATION**

AND

**CUSTER EDUCATION ASSOCIATION
(CEA)**

2025-2026

Ratified: 7/12/2025

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ARTICLE I - RECOGNITION

- 1.1 **RECOGNITION** - Pursuant to the provisions of SDCL 3-18, the School Board of School District #16-1, Custer, South Dakota, hereinafter referred to as the "Board," recognizes Custer Education Association hereinafter referred to as the "Association," as the designated representative(s) for all regularly employed certified teachers, hereinafter referred to as "employees," except for the Superintendent, Business Manager, Director of Special Education, and Principals for the purposes of the 2025-2026 negotiated agreement.
- 1.2 **EXCLUSIVE REPRESENTATION** - The designated representative(s) shall be the exclusive representative(s) off all employees in the unit for the purpose of representation in respect to rates of pay, wages, hours of employment, or other conditions of employment in accordance with SDCL 3-18-3.
- 1.3 **RECOGNITION CONTINUOUS** - Pursuant to SDCL 3-18-2 this recognition shall be continuous until questioned by the Board, labor or employee organization or employees. Any challenge to recognition must be processed pursuant to the provision of SDCL 3-18-5.
- 1.4 **NEGOTIATIONS** - On or before March 1st, either the District or CIA will inform the other of their intention to open negotiations. Notice can be given in writing, via email, or verbally, with documentation.

ARTICLE II - EMPLOYMENT SECURITY

- 2.1 **TEACHING AS PRIMARY DUTY** - The Board recognizes that the primary duty and responsibility of the employee is to teach and shall organize the school and school day toward ensuring that the energy of the employee is utilized primarily to this end. The employees recognize that their primary responsibility is to teach and that they agree not to accept any outside employment that will adversely affect or limit their ability in the performance of their teaching duties.
- 2.2 **EMPLOYEE RESPONSIBILITY** - Employees hereby agree to be bound by and to comply with the terms of this contract and the current policies of the Custer School District 16-1 and all other reasonable rules, regulations, and directions from time to time adopted by the Board which are not inconsistent with the provisions of this Agreement, provided an employee may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- 2.3 **JUST CAUSE** -Beginning in their fourth year of employment, no employee shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated (i.e., dismissed, non-renewed or not re-employed), adversely evaluated or otherwise deprived of any professional advantage without just cause for breach of contract, poor performance, incompetency, gross immorality, unprofessional conduct, insubordination, neglect of duty, or the violation of any policy or regulation of the school district. Pursuant to SDCL 13-46-6.1.
- 2.4 **RIGHT OF REPRESENTATION** - When an employee is required to appear before the Board or the Administration for dismissal proceedings, the employee shall be entitled to have representation. Further, when an employee is required to appear before the Board, the employee shall be advised in writing of the reasons for the requirement no later than forty-eight (48) hours prior to the appearance before the Board.

- 2.5 PERSONNEL FILE** - Each employee shall have the right, upon request, to review the contents of said employee's personnel file except credentials and to place therein written reactions to any of its contents. The employee shall have the right to make a copy of any item in the file at Board expense and to be accompanied by a third party during the review of the file.
- 2.6 WORKER'S COMPENSATION** - Any employee who is injured in the performance of his/her duties shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of South Dakota. A teacher on Workman's Compensation will continue to draw their full wages. The employee's accumulated sick leave shall be deducted only for those pro-rata days beyond the monies received by the district from the Workman's Compensation fund (e.g. \$100 salary: if \$85 received in Workman's compensation, then 15% of a sick day deducted for each covered day absent).
- 2.7 EVALUATION** - All employees shall participate annually in the Teacher Evaluation process using the educator evaluation policies, forms, and supplemental materials as determined by Custer School District. Formal, written classroom observations shall be completed at least once every year for non-continuing contract staff, and at least once every two years for continuing contract staff.

ARTICLE III - ASSOCIATION RIGHTS

- 3.1 DUES DEDUCTION** - The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization shall be renewed each year prior to September 15th or within fifteen (15) days after commencement of employment. If an employee resigns prior to September 1st of any year, the Board shall deduct the unpaid portion of the annual dues from the employee's final paycheck.

ARTICLE IV - EMPLOYMENT CONDITIONS

- 4.1 SCHOOL CALENDAR** - The calendar shall include 144 student Instructional Days and eleven (11) additional employee days to be used for parent/teacher conferences, workdays, professional development, and in-service time. The approved school calendar shall be attached as Appendix A. All inservice days will be scheduled on the school calendar. Two (16 hours) of the seven inservice days may be used at the building level and scheduled in conjunction with the Building Leadership Team, and/or department chairs.
- 4.2 WORK DAY** –
- A.** Each employee will have a duty-free lunch, subject to the requirement, however, that they may be required to do reasonable lunchroom and hall monitoring work on a rotation basis, as equitably as possible with all other employees. Employees will be permitted to leave the school building during lunch period if they are able to leave and return within the time allowed for lunch. No employee will leave the school building during the school day without checking with the principal involved as to their destination and time of return.
 - B.** Within the eight-hour (8) school day, teaching assignments will be formulated with consideration given to: curriculum expectations, effective student-teacher ratios (student, age), required planning time, the variety of students (Title 1, gifted, handicapped, emotional maturity, behavior issues, learning styles, IEP's), and physical environment – room size, equipment and materials, textbooks, desks, lighting. Rural school teaching assignments should additionally consider the number of grades, number of subjects, and

increased responsibilities related to communication and distance.

- C. All employees are subject to assignment with no extra compensation paid for services within their designated school day. Employees may be assigned the following as applicable:
1. Homeroom advisor.
 2. Sponsorship of at least one co-curricular activity such as a class advisor, prom or banquet work, club, debate judging, declamatory work and other class related student activities.
 3. Participation in ticket selling, chaperone duty, playground supervision, contests and other miscellaneous school-day activities. This work shall be equitably distributed so that every employee carries his/her fair share of these extras.
 4. Active and constructive participation in professional activities such as faculty meetings, curriculum work and textbook committees.

Any employee who receives scheduled compensation for extra duties shall carry a standard teaching load plus their share of the above listed responsibilities.

- D. Participation in curriculum development, staff development, or planning meetings held outside the workday may be compensated at the rate prescribed in 4.6C. Reasonable notice shall be given for these meetings, stating expected time and pay involved, and whether attendance is voluntary or required. Compensation will not be offered for faculty meetings which may extend beyond the workday, provided they are conducted on no more than a weekly basis, and provided they last no more than one hour.
- E. **JOB SHARING** – Employees will be allowed to share a full-time job if the Board and Administration can secure a suitable teacher to share in the remaining portion of the job. Teaching positions and grade levels allowed to job share will be at the discretion of the Superintendent. A job share position must be approved as such prior to the beginning of the school year. The percent of salary and benefits will be determined according to the percent of time taught and appropriate planning time.

4.3 VACANCIES – The Superintendent will provide the Custer Education Association President and other certified staff members notice of all vacancies or newly created positions. A “new position” is defined as any position created that is not already currently filled by an employee. In addition, any position that is being increased from less than half-time to half-time or more than half-time will also be considered a ‘new position’. In the event of a vacancy the following transfer policy (4.4) will be followed.

4.4 TRANSFERS

- A. Definition: A voluntary or involuntary reassignment within the bargaining unit.
- B. Transfers are at the discretion of the Superintendent. Voluntary transfer requests that meet the requirements of transfers will be honored prior to involuntary transfers.
- C. Voluntary Transfers:
- C.1 A member covered by the bargaining agreement may indicate, through a transfer request, an interest to be considered for another position should an opening occur. Voluntary requests will be considered prior to posting the opening outside the unit.
 - C.2 Members covered by the bargaining agreement may also indicate an interest in an open position by submitting a written request to be included in the pool of applicants for consideration.

If it is determined that the position will be filled by transferring a member of the unit and more than one member indicates an interest in the opening and meets the qualification requirements, following an “informal interview”, the selection of who shall be transferred

will be based upon qualifications, certification, performance, seniority, skills, and related experience, provided the transfer does not create an unreasonable hardship. If both candidates meet the qualification and certification requirements preference shall be given to seniority.

- D. Involuntary Transfers: It may be necessary to transfer or reassign members covered by the bargaining agreement to other positions based upon student needs. No member will be transferred or reassigned to a position for which they are not qualified.

4.5 FILLING OF POSITIONS

- A. Newly created vacancies as described in section 4.3 or open positions created by resignation, retirement, or dismissal will follow the following procedure for staffing the position:
1. Openings may be advertised concurrently in and outside of the district for four (4) school days.
 2. Members covered by the bargaining agreement will be interviewed if they are certified for the position or have a plan in place to obtain certification for the position in a timely fashion.
 3. A position will not be filled by an applicant outside of the district until the position has been advertised for four (4) days inside and out of the district.
 4. During staff non-contracted time, an email will be sent from the district office and the district's notification system will be used to notify staff of the opening(s).

4.6 CURRICULUM AND STAFF DEVELOPMENT –

- A. Employees will be expected to serve on committees carried on during the regular school year. These committees may include some of the following:
1. Horizontal committees – Employees from a particular grade level will meet to discuss ways and means of improving the instructional program.
 2. In-service workshops – These may be conducted by specialists in a particular subject area and may be held in August or at other designated times.
 3. Textbooks adoption committees.
 4. Orientation committee – This committee will assist in collecting materials and organizing procedures aiding the adjustment of new students and faculty members.
- B. Selected members of the faculty may be hired to work on the curriculum, library or other such projects during the summer if they so desire and if funds are available.
- C. A curriculum and staff development committee consisting of four (4) teachers and two (2) administrators will be established annually. The committee will be involved in the planning of all curriculum development and in-service training programs. Employees will be reimbursed for their involvement in curriculum development activities outside the scope of their contract at the rate of the base salary divided by the number of contract days (2025-26 is 155), divided by 8 (rounded to the nearest whole dollar amount).
- D. Teachers teaching summer school or extended school year will be paid an hourly rate based on their salary divided by 155 days/yr, divided by 8 hrs/day.
- E. Mentor Program – Employees, new to the Custer District, who are in their first five years of teaching, will be given a mentor for their first year of service in the district. Employees beyond their first five years of teaching will be given the opportunity for a mentor. The mentor will assist the new employee with all aspects of his/her transition to teaching in the Custer District. In establishing the new teacher-mentor partnership, the Principal or Special Education Director will consider the important aspects of the transition and attempt to best match skills and needs. Matching time available with the time needed to meet (both during and outside the school day) will also be considered by the administrator. The employee providing these mentoring services will be paid \$500 compensation.

ARTICLE V – EMPLOYEE COMPENSATION

- 5.1 PAYROLL INSTALLMENTS** – Salary will be paid on the basis of contracted days. Employees shall be paid in nine (9) or twelve (12) equal monthly installments, selected by the employee, and will be paid on the 25th day of the month beginning in September. If the 25th falls on a date when school is not in session, warrants will be issued on the last day school is in session preceding the 25th. Once the initial payroll selection is made it is irrevocable until the end of a contract year at which time an employee may make a change in their selection.
- 5.2 SUPPLEMENTAL JOBS** –
- A. PAY SCHEDULE:** The supplemental pay schedule shall be as set forth in Appendix C, which is attached to and incorporated into this Agreement. Supplemental jobs are defined as any assignments that are in addition to the normal work schedule and/or that exceed the normal work day. New assignments may be made only with the consent of the employee. For 2024-25, the co-curricular salary schedule will receive an increase of \$3,000 to the co-curricular base salary, plus add two additional steps for years of experience (step 12 and step 13). For 2025-2026, a \$1,500 increase was made to the co-curricular base (year 1).
- B. CO-CURRICULAR ACTIVITIES EVALUATION** – All coaches and club advisors shall be evaluated in writing annually using the evaluation forms attached as Appendix E. Head coaches and club advisors shall be evaluated by the Activities Director within 45 days of the completion of the activity. All assistant and feeder program coaches will be evaluated by the program's head coach within 30 days of the completion of the activity, with input from the Activities Director and building principals. Club advisors will be evaluated by the appropriate member of the Administrative Team. All evaluations shall be reduced to writing, and placed in the advisors' personnel files.
- 5.3 SUPPLEMENTAL JOBS – PAYROLL PROCEDURES** – Supplemental pay shall be added to the employee's salary and shall be paid in the pay check each pay period or, if the employee requests, at the end of the activity. If an employee chooses to take his supplemental pay in a lump sum at the end of the activity, this provision must be included in the individual's contract. Therefore, this option must be made in writing before contracts are signed.
- 5.4 EMPLOYEE TRAVEL** – Employees who are required to drive their own automobiles in the performance of their assigned duties will be reimbursed at the mileage rate approved by the State of South Dakota.
- 5.5 SEVERANCE PAY** – The Custer School District #16-1 will pay severance pay based upon accumulated sick leave not to exceed 100 days, payable at the rate of 50% of a base contract daily rate of pay for each day of accumulated sick leave. To qualify for severance pay, an employee must meet one of the following conditions:
- A.** Be leaving the district after 5 consecutive years, employee will receive 25% of a base contract daily rate of pay for each day of accumulated sick leave.
- B.** Be leaving the district after 10 consecutive years receive 50% of a base contract daily rate of pay for each day of accumulated sick leave.
- C.** Be severed due to reduction in staff – follow same categories as above
- Severance payments will be made from payroll. (For employees receiving Early Separation see Article X).
- 5.6 COMPENSATION FOR LOST PLANNING TIME** – Employees who are asked by a building principal to "cover" a class for another teacher, by using their planning period, may be compensated for their loss of planning time at the approved curriculum rate then in effect (§4.6C).

5.7 STATE OR NATIONAL ASSOCIATION OFFICE – An employee who has been elected to a state or national association office shall be granted a leave of absence if the employee has been employed for at least five (5) consecutive years. The pay reimbursed by the State or National Education Association will be run through the district in order to ensure the employee continues to be part of the SDRS. Service in that office is subject to the following limitations:

- A. In no event shall an employee be entitled to more than two (2) consecutive terms of office, not to exceed six (6) years, under this policy. During such leave, the employee shall not advance on the salary schedule nor accumulate seniority.
- B. An employee granted leave under this policy may elect to continue in the District's insurance program. The employee pays both the District's and employee shares of the premium.
- C. Upon return to District Employment the employee shall be offered the same or comparable position for which she/he is qualified and certified. If the employee rejects an offered position for which she/he is qualified, she/he surrenders all rights to employment. In the case that the position previously held by the employee was the victim of a Reduction in Force; the employee maintains rights under the Reduction in Force section of this agreement.
- D. All benefits, to which an employee was entitled at the time her/his leave of absence commenced, shall be restored to her/him upon her/his return, including sick and personal leave accumulated up to the time the leave began.

5.8 CREDIT REIMBURSEMENT – Reimbursement for credit earned may be approved under the following conditions:

- A. The reimbursement rate shall be for tuition cost, up to a maximum of \$100.00 per credit.
- B. A maximum of \$600 for courses taken within a five-year period may be approved.
- C. Any credits at the graduate or undergraduate level which are taken at the request of the Board will be reimbursed as provided in A and B but not subject to the limitations of A and B.
- D. Except for C, credit must be at the graduate or undergraduate level so long as the course is shown to be consistent with the needs of the district.
- E. Reimbursement will be provided to the employee upon presentation of a grade report or transcript and receipt of cost of the tuition to the Superintendent verifying cost of tuition and work completed.

5.9 SALARY STRUCTURE –

- A. The salary structure for the period July 1, 2025, through June 30, 2026, is attached to this contract as Appendix B. Employees received \$1,500 increase to the base salary, and all teachers moved down a step (\$500) for a total of \$2,000 increase for the 2025-26 school year. The base salary (BA/1) is \$46,522.
- B. The salary structure shall be for initial salary placement purposes with lane changes and steps being included to calculate appropriate salaries. Years of experience will be used for initial placement and thereafter moving through the structure will be referred as steps. Lane changes will be compensated according to the salary structure.
- C. To qualify for a lane change for BA+12, BA+24, or BA+36, the credit hours earned must be from an accredited institution or otherwise approved by the Superintendent. Only those undergraduate course-credit hours that are earned (1) after June 1, 1993, and (2) while the employee is actively employed by the Custer School District or on approved leave as provided by the master contract, are eligible to be counted for lane assignments.

1. Verification of these credits shall be by an official grade report, a signed document by the instructor, or an official transcript. Official notice of advanced hours submitted before September 16th shall entitle the employee to advanced lane placement for the entire school year.
 2. To qualify for a lane change for MA, the degree must be in the teacher's content area or relevant course of study, in curriculum and instruction, in school administration, or in such other area as approved by the Superintendent. The MA degree must be from a State or nationally accredited institution or otherwise pre-approved by the Superintendent. To qualify for a lane change for MA+12, MA+24, or MA+36, the additional credit hours must be earned following the award of the MA degree.
- D. A new hire in the district may be placed on the salary structure at any step as chosen by the superintendent but they may not be placed in any lane or given any discretionary salary other than the last lane qualified for on the hiring schedule according to the documented degree or degree and hours that they currently have attained.
- E. Those employees who work for the district less than full-time shall receive their salary and benefits in proportion to their "full-time equivalency." For the purposes of computing their full-time equivalency the following shall apply:
1. The common basis for proration shall be the number of hours all full-time employees are expected to be in service annually.
 2. The "numerator" for proration purposes shall be the total number of hours said employee shall be expected to be in service to the district:
 - i) including the time the employee is expected to be in school, either teaching or performing a duty assignment.
 - ii) including a planning period, the length of which shall be proportional to the employee's job assignment.
 - iii) including the time the employee is expected to be in school before the start of his or her duties, and after the end of his or her duties.
 - iv) not including the employee's 30-minute duty-free lunch period notwithstanding the above.
 3. No employee shall be eligible for district paid health insurance who is not otherwise eligible as specified in Article VI, 6.1.A.
 4. Contributions to the sick leave bank shall be made proportional to the employee's full-time equivalency, but in 1/2 day increments.
- F. Personal days and sick days shall be earned in half-day increment.
- G. Upon application for materials to begin the process of National Board Certification the employee will receive \$300. At the time the employee is required to pay the remainder of the funds for completion of the application process the board will fund an additional \$500. Upon official notice of certification, the board will fund the remainder of the difference between the total cost of the program and the combined total of what the board and state has funded. The certification will be the equivalent to a Master's Degree for the purposes of placement and advancement on the salary schedule.

- 5.10 REIMBURSEMENT FOR INDEPENDENT STUDY ASSIGNMENTS** - High School teachers who are assigned a student pursuing an approved independent course of study, provided sufficient monies are appropriated for this line item in the district's budget, will be compensated at a rate to be mutually agreed upon by the principal and the teacher. The compensation shall be for an agreed upon amount, not less than \$125 per semester, but not more than \$500 per semester. The compensation shall be based upon their best estimate of the time required to supervise and monitor the student's work. Other criteria to be considered shall include: amount of direct instruction required; the extent to which the instruction is supported by technology; whether the class is within the employee's existing preparations; the number of students in the independent study group; and an estimate of the time required outside the employee's duty day. Payment shall be made upon completion of the Independent Study assignment. Should the Independent study fail to be completed, an agreeable proration of the compensation shall be established.
- 5.11 GRANTS** - Employees will be compensated at one-half the rate of the grant allowable administrative costs for writing and securing the grant if the grant does not require any match by the district.
- 5.12 PROFESSIONAL DEVELOPMENT REIMBURSEMENT OUTSIDE OF CONTRACTED DUTY DAYS** - Employees can earn per diem pay for up to four (4) eight (8) hour days of professional development or curriculum development. The professional development or curriculum development should have prior approval by the building principal or superintendent. Otherwise, their reimbursement could be denied. Per Diem days would be paid outside of the contracted school days. This cannot simply be a workday; it needs to improve the district.
- 5.13 STIPEND FOR TEACHING DUAL CREDITS**- Employees who are not compensated through the college will receive a stipend for teaching dual credit classes for college credit. Teachers will earn \$2,500 per semester.
- 5.14 COMPENSATION FOR IEP MEETINGS OUTSIDE OF SCHOOL HOURS** - Teachers will receive compensation at a standard hourly rate for the time spent attending IEP meetings outside of regular school hours. The rate will be determined based on the district's existing policies for the per diem rate. This rate would apply before 7:30 a.m. and after 4:00 p.m. and be rounded to 15-minute increments.
- 5.15 COMPENSATION FOR MOVING CLASSROOMS** - Teachers who are directed by administration to move classrooms either during the year or the summer will be paid a per diem rate, up to 16 hours total.

ARTICLE VI - FRINGE BENEFITS

6.1 INSURANCE –

A The Board shall make available to all employees a group health and major medical insurance program. The insurance program will include a well-baby and term-life insurance. The Board will move from a percentage paid toward insurance premiums to a fixed dollar amount, effective 7/1/22, either the single or the family insurance premium for employees working 1/2 time or greater and electing to participate in the group health and major medical insurance program. The new plan will bring all current employees up to the highest district contribution amount, to be grandfathered-in (Employed prior to 7/1/22). Employees starting 7/1/22 or later will receive a reduced premium amount paid by the district. The Board's contributing percent will be prorated as per the employee's percent of employment for certified staff members employed less than 1/2 time and electing to participate in the group health and major medical insurance program (i.e., Contract 2/7ths time - $(70\% \times 2/7) = \text{Board's percent equals } 20\%$).

EMPLOYED AFTER JULY 1, 2022					EMPLOYED BEFORE JULY 1, 2022				
All 12 month employees for 12 mo. of coverage					All 12 month employees for 12 mo. of coverage				
Plan A		Coinsurance 20%			Plan A		Coinsurance 20%		
*Deductible	\$	2,000	\$	4,000	*Deductible	\$	2,000	\$	4,000
*Max out of pocket	\$	4,000	\$	8,000	*Max out of pocket	\$	4,000	\$	8,000
		Single		Family			Single		Family
Employee	\$	190	\$	1,005	Employee	\$	190	\$	703
District	\$	580	\$	885	District	\$	580	\$	1,187
Total	\$	770	\$	1,890	Total	\$	770	\$	1,890
Plan B		Coinsurance 20%			Plan B		Coinsurance 20%		
Deductible	\$	3,500	\$	7,000	Deductible	\$	3,500	\$	7,000
Max out of pocket	\$	7,000	\$	14,000	Max out of pocket	\$	7,000	\$	14,000
		Single		Family			Single		Family
Employee	\$	40	\$	637	Employee	\$	40	\$	335
District	\$	575	\$	878	District	\$	575	\$	1,180
Total	\$	615	\$	1,515	Total	\$	615	\$	1,515
Plan C		Coinsurance 0%			Plan C		Coinsurance 0%		
Deductible	\$	5,000	\$	10,000	Deductible	\$	5,000	\$	10,000
Max out of pocket	\$	5,000	\$	10,000	Max out of pocket	\$	5,000	\$	10,000
		Single		Family			Single		Family
Employee	\$	30	\$	586	Employee	\$	30	\$	285
District	\$	565	\$	879	District	\$	565	\$	1,180
Total	\$	595	\$	1,465	Total	\$	595	\$	1,465
PLAN D / PPO					PLAN D / PPO				
	EMPLOYEE	CSD		TOTAL		EMPLOYEE	CSD		TOTAL
SINGLE	\$ 38	\$ 572	\$	610	SINGLE	\$ 38	\$ 572	\$	610
EMPLOYEE + SPOUSE	\$ 274	\$ 871	\$	1,145	EMPLOYEE + SPOUSE	\$ 55	\$ 1,090	\$	1,145
EMPLOYEE + CHILDREN	\$ 450	\$ 875	\$	1,325	EMPLOYEE + CHILDREN	\$ 148	\$ 1,177	\$	1,325
FAMILY	\$ 804	\$ 881	\$	1,685	FAMILY	\$ 502	\$ 1,183	\$	1,685

- B. Negotiated fringe benefits for which the employee is eligible shall continue up to the duration of the agreement year for any employee who completes his/her individual contract duties.
- C. After September 1, 2019, no employee retiring from the district will be eligible for membership in the insurance pool, except through COBRA coverage. Retirees enrolled on or before September 1, 2019, will be grandfathered into the insurance pool.
- D. The Board shall make available to all employees a group dental insurance program. The board will pay a base \$25.00 per month toward either a single or a family policy if the

employee is working half time or greater and electing to participate in the group dental insurance program. The Board's contributing amount will be prorated as per the employee's percent of employment for employees working less than half time and electing to participate in the group dental insurance program. (i.e., Contract 2/7ths time = \$25 x 2/7 or \$7.14 as BOE monthly share.)

- E. Coverage of all employees shall be from the first day they assume their duties for the School District (i.e., for those assuming their duties prior to the commencement of the teaching year, through extended contracts or extra-curricular contracts, insurance coverage shall be concurrent with the first month of assuming duties). Coverage shall also extend through August of the year in which employment is severed for whatever reason. New employees assuming extra duties before the start of the regular school year will receive the same insurance benefit for the full month in which his/her extra duty starts.
- F. Termination of health insurance coverage shall be governed by the applicable federal COBRA statutes and regulations.
- G. District agrees to provide reports following each insurance meeting.

6.2 FAMILY ACTIVITY PASSES - All staff members employed in CSD shall receive a family activity pass good for admission to all activities that this pass is eligible to present at. This pass will include the employee, spouse or significant other as designated and all children who are under their guardianship and have not graduated from a high school institution.

6.3 PAID MEMBERSHIP DUES - Any member of this bargaining group will be afforded the opportunity to apply for and receive reimbursement including and up to \$200 each school year for membership dues or expenses associated with belonging to a professional education association of their choice.

Cap 15% of professional development budget.

- A. Individual employee cap not to exceed \$200.
- B. All requests for reimbursement will be submitted to the building administrator by Oct. 31.
- C. The building administrator will review and approve/disapprove requests.
- D. Approval will be contingent upon availability of funds.
- E. Professional development funds will be used for non-bargaining professional association dues.

ARTICLE VII – LEAVES

The Custer School District will follow all federal and state laws including leave that falls under Military Service or the Family Medical Leave Act. Information in reference to these types of leave may be obtained from the Superintendent.

7.1 GENERAL SHORT-TERM CLASSROOM LEAVE - All leave must be approved by supervisor, other than school activities. Approval for up to 2 hours of leave may be covered internally without the need to hire a sub. Appropriate paperwork for internal substitution will be required to obtain compensation pay. Any leave beyond 2 hours will require the hiring of a substitute for either a half day or a full day, and the staff member will be deducted the appropriate leave.

7.2 UNPAID LEAVES - Leaves of absence for educational travel, health, further study or similar situations may be granted subject to the approval of the Superintendent and the Board of Education. Other requests for leave without pay are subject to the approval of the Superintendent.

LEAVE WITHOUT PAY

Leave without pay may be allowed by the Employee's supervisor and the Superintendent of Schools but is discouraged and may only be used under unusual circumstances. The employee must have used all other appropriate leaves prior to allowing leave without pay. Prior approval is necessary in order to use leave without pay. Abuse of leave without pay can be grounds for disciplinary action or dismissal.

- 7.3 **JURY DUTY** - Any employee called for jury duty during paid contracted working days will follow procedures as outlined in the Jury Duty School Board Policy (GCBDC).
- 7.4 **JUDGES, CONSULTANTS, ETC.** - Employees will be allowed to participate in outside activities to serve as critics, judges, or consultants in other schools during the regular school year, at the discretion of the Superintendent.
- 7.5 **NATIONAL AND STATE MEETINGS** - Upon approval of the Superintendent, employees attending national and state meetings representing the Custer schools, and serving as members of committees for those meetings, will not be deducted substitute pay.
- 7.6 **EMPLOYMENT RIGHTS** – Written requests, for a one-year's leave of absence without restrictions, must be presented to the Superintendent prior to the regular April meeting of the Board of Education. The Superintendent must be notified in writing prior to March 1st of the year of leave, as to the intent of the individual returning or not returning to his/her former position. The employee will be allowed to return to the district without penalty of experience or seniority loss to their former position. If the position has been eliminated, the employee will be assured a position in the district which they are certified and qualified.
- 7.7 **EMERGENCY LEAVE** – Employees may be granted emergency leaves of absence for funerals or other needs precipitated by unanticipated events, subject to the approval of the Superintendent.
- 7.8 **PROFESSIONAL LEAVE** - Professional leave will be granted for:
- A. Professional meetings, conventions and community service. Employees may be allowed compensated release time for attendance at conventions, institutes, workshops, professional meetings or community service when approved in advance by the Superintendent.
 - B. Each employee may be allowed released time for classroom visitation at the discretion of the Superintendent. The plan must be submitted and approved in advance.
- 7.9 **MATERNITY/PATERNITY LEAVE** - The District will provide leave as afforded in the Family Medical Leave Act (FMLA), Uniformed Services Employment and Reemployment Act (USERRA) and District Policy. This provision applies to the entire class protected under this agreement regardless of the number of hours worked. See Board Policy GCBDE.
- 7.10 **SICK LEAVE** - Sick leave shall be allowed to accumulate to one hundred (100) days maximum, at a rate of nine (9) days per year. The maximum shall be applied, however, prior to the 9 additional days being added each new school year, thus allowing the total number of days available for use in any one year to equal 109, at maximum.
- A. Employees will be credited with nine (9) days of sick leave at the beginning of the year. Temporary employee's sick leave will be pro-rated according to the number of days and hours worked. Sick leave may be used for illness or doctor appointments of the employee

or his/her immediate family members. Immediate family members include: spouse, children, stepchildren, parents, stepparents, and for those individuals for which the employee is designated as guardian. Sick leave may also be used for cases of serious illness and accident that require hospitalization or for the last few days of a terminal illness for the following extended family members: grandchildren, siblings, step-siblings, parents-in-law, grandparents, grandparents-in-law, brother/sister-in-law, daughter/son-in-law, aunts/uncles, and nieces/nephews.

- B. The Board of Education shall inform employees of their accumulated sick leave. This information will be given in conjunction with the September payroll. The number of days reported shall include the nine (9) days given for the school year.
- C. Any employee who does not use any of their sick leave in a contract year will receive one (1) additional personal leave day for the following year.
- D. **Earning Back Sick Days.** An employee who has used sick days during the current school year may earn back up to 4 days of used sick leave by engaging in student contact hours (not teacher work time or contracted time) and must take place outside of the contracted days. These contacts must be pre-approved by the Administration to qualify for this purpose. These days will be accounted for in increments of 4 hours or 8 hours constituted as a half-day or a full day but may be earned in any manner of configuration to get to the 4 hour or 8 hour block. For example, a teacher works with student after school for half hour each day so teacher must work total of 8 days with student to accumulate a half day of earned credit toward sick leave, or a teacher may work a Friday school or other time to get the hours, and it may be 2 continuous 4-hour time periods to get a full day. Earning back sick leave days does not qualify the staff member for the extra personal day for not taking a sick leave day. This policy is not for the purpose of banking sick days to be used at a later date but only to replace days that have been used prior to the approved contact to replace those days.

7.11 **SICK LEAVE BANK -** **Contributions**

- A. Each participating employee will initially contribute four (4) days of sick leave to the bank (two (2) days the first year of employment and two (2) days the second year of employment), and may draw up to 100 days, or 65% of contracted days, whichever is greater, of sick leave per year from the bank, provided such named employee has used all of his/her accumulated sick leave. Each new eligible employee enrolling in the bank will donate four (4) days of his/her sick leave to the bank.
- B. Days contributed to the Sick Leave Bank shall be treated as sick days in calculating accumulated sick leave. Part-time employees days contributed shall be pro-rated according to hours worked. Deadline for Sick Bank enrollment will be on September 15th of each school year or within 15 days following the start of employment. Administration of the program will be handled by the school business office.
- C. Days will be added to the Bank when and if it is depleted to 150 days or lower. Each participating employee will be asked to contribute a sufficient number of days, on a pro-rata basis, to restore the bank to a total of 250 days.
- D. Employees who begin a new school year with excess sick leave days (above and beyond what they are allowed to accumulate) will have their excess days added to the Sick Leave Bank.
- E. Persons withdrawing from the sick leave days from the bank are to pay back any sick leave that they have borrowed from the sick bank, with the exception of the days they initially donated to become members of the sick leave bank. These days will be paid back at a rate of two (2) days per year until it is all repaid. An employee may choose to

pay back more than that if they wish, and should contact the Payroll Office if they wish to do this. The repayment days will be reflected in the first payroll of the new year (September for teachers and paras) and will show on your paystub.

Procedures

A person withdrawing from membership in the Bank will not be able to withdraw contributed days.

- A. Sick Bank Usage Repayment Plan:** The Sick Bank is a privilege. Employees are required to pay back 2 sick days a year until it is all repaid. An employee may choose to pay back more than that if they wish. If they have reached the maximum amount of sick leave that they can accumulate, they should be able to pay back the bank and not have to throw excess away if they have an outstanding amount that they owe to the sick bank.
- B. Sick Bank Donations:** If there is an employee who has exhausted their accumulated sick leave and has used their 65% of their contract days withdrawn from the sick leave bank and are at the point of leave without pay, then other employees may be allowed to donate some of their accumulated sick leave to that employee.
- C.** The Superintendent will require a doctor's report, and may counsel with the employee before granting approval for withdrawal of days from the bank. The Superintendent would have the option to request a second medical opinion at the district's expense.
- D.** The Employee has used all his/her accumulated sick days before drawing days from the bank.
- E.** Any Employee eligible for disability benefits from Worker's Compensation shall, as a condition of acceptance into the Sick Leave Bank, show proof to the Sick Leave Bank Committee that said Employee has applied for benefits from Worker's Compensation. The bank will supplement the difference between the net value of the disability benefits paid by Worker's Compensation and the net value of the Employee's salary less amount withheld for income tax deduction.
- F.** Upon retirement, any employee who has accumulated days remaining and has accessed the Sick Leave Bank will be required to return to the bank the number of days, up to a total of the days accumulated, that were used by the employee during the course of their employment.

Grievance

The Superintendent has the option to convene a "governing body" including 2-CEA representatives, 2-CIA representatives, 2-CESA representatives, 2-Administrator representatives, and 2-non-represented employee representatives, if a requested withdrawal from the Sick Leave Bank is in question. Employees not satisfied with the superintendent's decision may request the Superintendent convene the "governing body."

Sick Leave Bank Application

- A.** The district will make forms available for Sick Leave Bank Requests.
- B.** Requests must be completed by the employee no later than 1 week following the date of absence. Failure to do so may result in the requiring the employee to use personal leave, or in the case where the employee has no personal leave available, they may be docked pay.

7.12 PERSONAL LEAVE-

Each employee will be permitted two (2) days of personal leave each school year without loss of pay or benefits. Employees will be allowed to carry any days forward that were not used in the preceding year, to a maximum accumulation of eight (8) days. In no case shall an employee be allowed more than eight (8) personal leave days in any one year. Any employee

who does not use any of their sick leave in a contract year will receive one (1) additional personal leave day for the following year.

At the end of each school year, employees may convert two (2) unused personal leave days into sick days, to be added to their accumulated sick leave. Employees may receive, in lieu of converting the days to sick leave, 50% of their regular daily wage, for each of the unused personal leave days beyond three.

Staff may be able to exchange two (2) sick days for one personal leave day, one time per year. Sick leave balances must remain over 30 days.

7.13 FUNERAL LEAVE

The "Funeral Leave Bank" will be created and maintained by voluntary donation of up to five (5) sick days from employees. These days will be available for use to all employees who need to attend funerals for immediate and extended family members. Once the bank has less than fifty (50) days available employees will be notified and asked for a voluntary donation of additional days to the bank. Once days are donated to the bank they will not be returned to the individual's sick leave.

Employees may access funeral leave from the Funeral Leave Bank not to exceed five (5) days annually. Leave may be used for the death of immediate and extended family members that includes, but is not necessarily limited to, parents, step-parents, spouse, children, step-children, siblings, step-siblings, individuals for which the employee is designated as the guardian, parents and grandparents of the employee's children, parents-in-law, grandparents, grandparents-in-law, grandchildren, brother/sister-in-law, daughter/son-in-law, aunts/uncles, and nieces/nephews. Approval for family members not listed above will be up to the Superintendent.

An additional five (5) days annually may be approved by a committee that will include one member from each of the bargaining units and the Superintendent. Any additional leave, beyond the additional five (5) days (for a total of 10 when combined with the first 5 days) will come from the individual employee's sick leave and will require a doctor's note. The Sick Leave Bank is not to be used for funeral leave. One (1) day of sick leave, per school year, may be used for attending funerals of friends and will be deducted from the individual employee's sick leave. Additional days needed will be deducted from Personal Leave or must be taken as Leave Without Pay.

7.14 ASSOCIATION LEAVE - Up to seventeen (17) days of leave shall be provided to the Association to send representatives to local, state or national conferences or to attend to other Association business. These representatives will be excused, without loss of salary or benefits, upon written notification of the Association President to the Superintendent, provided that no more than five (5) representatives are excused at one time. Such leave shall be at the discretion of the Superintendent, who shall have the right to reasonably withhold any such leave in the event that he shall be unable to adequately schedule coverage for such absence.

7.15 ONE-YEAR LEAVE FOR 3 YEAR VETERANS - A one-year's unpaid leave of absence without restrictions will be granted to any employee requesting such leave after completing 3 or more years of service to the system. Written requests, for a one-year's leave of absence without restrictions, must be presented to the Superintendent prior to the regular April meeting of the Board of Education. The Superintendent must be notified in writing prior to February-1 of

the year of leave, as to the intent of the individual returning or not returning to his/her former position. A certified staff member on a leave of absence will not lose years of service they have earned but said employee will also not gain a year of service during the leave of absence. Additional requests for a one-year's leave of absence will not be granted prior to completing 3 years of service following the completion of the last one-year leave of absence, with a maximum of two granted leaves for the duration of employment.

ARTICLE VIII - GRIEVANCE PROCEDURE

- 8.1 **DEFINITION** - The word "grievance" as used in this Agreement shall mean a complaint by an employee, group of employees, or the Association, based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, policies, rules, or regulations of the Custer School District. Any of the listed response timelines may be changed if agreed to by both parties. The word 'days', as used in this agreement, shall mean Monday through Friday, exclusive of vacation days.
- 8.2 **INFORMAL LEVEL** - Whenever any employee or group of employees has a grievance, he or they shall meet on an informal basis with the immediate supervisor of the employee within ten (10) days after the employees, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance.
- 8.3 **FORMAL LEVEL** -
- A. **IMMEDIATE SUPERVISOR** - If the grievance remains unresolved at the informal level, the grievant/Association may present the grievance within ten (10) days to the immediate supervisor in writing on forms provided. The immediate supervisor will set a meeting date no later than seven (7) days after the grievance has been filed. The grievant/association will be provided with the supervisor's written response, including the reasons for the decision, within ten (10) days of the meeting.
 - B. **SUPERINTENDENT OF SCHOOLS** - If the grievance is not resolved by the immediate supervisor, the grievant may refer the grievance to the Superintendent, or the Superintendent's designee, within seven (7) days of the immediate supervisor's written response. The Superintendent will arrange with the grievant for a meeting to take place within five (5) days of the grievance. The grievant/Association will be provided with the Superintendent's written response, including the reasons for the decision, within ten (10) days of the hearing.
 - C. **BOARD OF EDUCATION** - Within seven (7) days after receipt of the Superintendent's response, the grievant may, if the grievance remains unresolved, appeal to the Board of Education. The Board will hold a formal hearing no later than its next regularly scheduled meeting, and provide a written response of the matter to the grievant/Association, within ten (10) days after the hearing.
 - D. **DIVISION OF LABOR AND MANAGEMENT RELATIONS** - The grievant may, if the grievance remains unresolved after the board hearing, appeal in writing on forms prescribed by the division of labor.
- 8.4 **TIME LIMITS** - If the employees fail to appeal within the time limits established, the grievance shall be considered void. Likewise, if the employer fails to respond within the time limits, the grievance shall be considered resolved based upon the requested remedy.
- 8.5 **CLASS GRIEVANCE** - Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially

filed by the Association as provided in 8.3 of this Article.

- 8.6 REPRESENTATION** - Nothing in the agreement shall deny the grievant the right to have grievances adjusted with or without the involvement of the Association, provided that the adjustment of the grievance is not inconsistent with this agreement and provided that the Association representative has been given an opportunity to be present at each of the formal steps.
- 8.7 FILING OF MATERIALS** - All records related to a grievance shall be filed separately from the personnel files of the employees.
- 8.8 GRIEVANCE WITHDRAWAL** - A grievance may be withdrawn at any level without establishing precedent.
- 8.9 WAIVER OF STEPS** - In the event the requested remedy is beyond the power of the immediate supervisor to grant, the grievance may be filed initially with the Superintendent as provided in 8.3 B, of this Article. If the Superintendent does not have the power to grant the requested remedy, the grievance may be filed initially with the Board as provided in 8.3 C, of this Article.

ARTICLE IX - REDUCTION IN FORCE

It is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff whenever economic necessity or enrollment dictates. The Board of Education will give reasonable consideration to the size of the decrease in enrollment or revenue when reducing staff in accordance with this Article. In order to promote an orderly reduction of professional personnel when there is a loss of enrollment or revenue or programs are curtailed, the following procedures shall be followed:

- 9.1** The Board of Education will approve a reduction in force and approve the positions subject to the reduction.
- 9.2** The Association shall be notified through an in-house memo within two working days of Board action regarding anticipated reductions in professional staff.
- 9.3** Written notice shall be given to employees whose contract is not going to be renewed due to a reduction in staff in accordance with the provisions of SDCL 13-43.
- 9.4** In determining which employees will be released due to a reduction in force, consideration shall first be given based on seniority. Seniority may be set aside based on consideration of the following factors: 1) qualifications (including highly qualified status); 2) certification (certification to teach a subject area is not equivalent to an employee's qualifications and experience) 3) academic preparation; 4) performance evaluations (including any plans of improvement implemented within the past 18 months); 5) skill and ability to perform the work; 6) prior teaching experience in the given subject(s); 7) service in extra duty positions and ability to adequately fill such positions. In the event two or more continuing contract teachers are equally qualified to fill a position, seniority shall be the deciding factor. This administrative determination is subject to the grievance procedure.

- 9.5 An employee who is reduced shall have the right to displace any less senior employee position he/she is qualified for, and certified to perform, following the below stated procedures:
- A. Verbal notification by the Superintendent to reduced personnel will be given, followed by a written notification.
 - B. The reduced employee will be allowed to give general input to the Superintendent to include but not be limited to:
 - 1. Desire to remain employed in school district.
 - 2. Location (school) that is desired, if possible.
 - 3. Subject and/or grade level preferences.
 - C. The Superintendent, with the help of the appropriate administrators, shall prepare a list stating all the position(s) the reduced personnel will be given the option(s) to take, based (when possible) on the reduced employee's input (as described in B), the certification and qualifications of the reduced employee.
 - D. The reduced employee will then have two working days to respond to acceptance or non-acceptance of the proposed position(s). The response will be to: accept one of the positions on the list, initiate the grievance process, or to accept the RIF.
 - E. The process begins again, if necessary, until the least seniority held position is replaced, following the above-mentioned steps.
- 9.6 **SENIORITY LIST** - The Board of Education (through the Superintendent) shall prepare a list of employees on or before October 1st. Employees shall have the right to review the seniority list as proposed by the Board of Education. This seniority list shall indicate the date of employment and certification. In the event of a dispute concerning the seniority list, any employee or the Association shall have the right to challenge the list. Employees have the right to present corrective information pertaining to the list within ten (10) days after the seniority list has been prepared and posted.
- 9.7 **SENIORITY** – Seniority shall be determined solely by the number of years of continuous professional service rendered by an employee within the School District, including sabbatical and maternity/paternity or sick leave. Seniority ties of individuals hired at the same school board meeting shall be broken by educational advancement first, then years of prior service. If a tie still exists, seniority will be determined by lottery.
- 9.8 **RECALL**
- A. Employees shall be recalled in inverse order of release for new positions opening for which they are certified in accordance with the above procedure. Recall privileges cease when the employee either voluntarily resigns or upon being recalled, fails to affirm re-appointment within ten (10) working days of notification to the staff member's last known address.
 - B. Each employee released under the provisions of this Article shall have his/her name placed on a recall list and the recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, an employee who has been released and not recalled within two (2) years shall lose his or her rights to recall. Employees will not lose their recall rights if they secure other employment during the layoff.
 - C. New employees will not be employed until all employees eligible to be recalled under the above paragraphs have been given an opportunity for recall.
 - D. Any employee who was previously assigned to a full-time position and declines to accept recall to less than a full-time position will not jeopardize his/her recall status.
 - E. Any employee laid off pursuant to this Article shall continue to receive insurance benefits at his/her expense, in accordance with the COBRA Program, from the effective date of the layoff.

ARTICLE X - VOLUNTARY SEPARATION PLAN

- 10.1** Employees, upon written application and support of the Superintendent of Schools, may participate in a voluntary separation program. Beginning on July 1, 2012, this program will no longer be available to employees hired after July 1, 2012. The Voluntary Separation Plan will be phased out of Custer School District starting contract year 2017-18 with eligibility staff list in Appendix C-1. Any employee currently employed and eligible for the program will remain eligible for the voluntary separation plan under the new conditions.
- A.** The total amount of voluntary separation benefits paid in any one fiscal year shall not exceed three (3) eligible employees unless the Board of Education, by official action approves more than three (3).
 - B.** The employee with the most years of experience in the Custer School District shall receive first consideration for voluntary separation benefits in the event that applications exceed the three (3) eligible employees.

PROGRAM ELIGIBILITY AND PROVISIONS

- A.** Eligible employees must be at least fifty (50) years of age effective on the last day of the fiscal year: June 30th, with at least fifteen (15) years of service in the district. Employees currently aged 60 or above at the end of the 2016-17 school year with fewer than 15 years of service will be eligible at the 2016-17 frozen rate.
- B.** Applications must be submitted in writing by February 1st of elected year of separation unless an eligible employee is involuntarily transferred, then he/she may elect voluntary separation rather than take a different position even though the February 1st deadline has passed.
- C.** Acceptance of an employee's application for the voluntary separation program will be considered a voluntary resignation and termination of the employee's continuing contract.
- D.** Program benefits in Section 10 will be paid in three annual installments to the district sponsored 'Enhanced' 403(b) Non-ERISA Employer funded program prior the 25th day of July for each year of the three year period. All severance payments will be made through payroll.
- E.** Employees on an approved leave of absence, and/or on sick leave may participate in this program.
- F.** Only employees covered by this agreement are eligible. Rate will be figured on the certified salary; co-curricular pay will not be included.

10.3 PAYMENT FORMULA

- A.** The voluntary separation payment is calculated by taking 5% of the current salary multiplied by the number of full years (up to a maximum of twenty (20) years) service in the District. "Current Salary" shall be defined as the annual salary for certified full-time positions. "Current Salary" does not include extra duty pay, contract extensions, or other payments. This payment formula is suspended beginning with the 2017-18 school year. Salaries and years used for calculation shall be frozen at the level ending contract year 2016-17. See attached Appendix.

ARTICLE XI – BREAKING CONTRACT

11.1 FAILURE TO FULFILL CONTRACT OBLIGATIONS - The parties hereby agree that the failure of certified staff ("employee") to fulfill his or her obligations as provided herein will result in financial damage to the Custer School District. The parties further agree that they are incapable of accurately assessing those damages despite efforts to accurately fix compensation for such damages. As a result thereof, the parties hereby agree that the employee shall be obligated to pay to the District the following as liquidated damages.

- A. \$1,000 if the contract is broken on or between June 1 and June 30;
- B. \$1,500 if the contract is broken on or between July 1 and July 31; and
- C. \$2,000 if the contract is broken on or after August 1
- D. \$3,000 if the contract is broken on or after the first required staff inservice date of the new school year.

The parties hereby agree that above-stated damages bear a reasonable relation to the probable damages that will be sustained by the District. The District will withhold the penalty amount from monies owed the employee. Parties who do not have monies owed by the District, will be expected to pay the liquidated damages to the District within 60 days of breaking the contract, or legal actions may be pursued. The parties further agree that the employee may submit a written request for waiver of the damages by providing the written request to the Superintendent. The Superintendent shall thereafter present the request to the Board of Education for consideration.

ARTICLE XII – SIGNING AND RETURNING OF THE CONTRACT

12.1 SIGNING CONTRACTS – The certified contract must be signed and returned within two weeks of its issuance. If not, the district may consider the non-returned contract as a resignation, and the position can be advertised. For contracts issued after June 1st, the agreement must be signed and returned within one week of its issuance. If not, the district may consider the non-returned contract a resignation, and the position can be advertised.

ARTICLE XIII - EFFECT OF AGREEMENT

13.1 COMPLETE UNDERSTANDING - The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

13.2 INCORPORATION OF BOARD POLICIES - The existing policies and procedures of School District 16-1 are hereby incorporated into this Agreement, provided that these policies and procedures may neither countermand nor be contrary to the other terms and conditions of this Agreement.

13.3 INDIVIDUAL CONTRACTS - The terms and conditions of this Agreement shall apply to and supplement the provisions of each employee's individual contract.

13.4 SAVINGS CLAUSE - Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

CUSTER SCHOOL DISTRICT 16-1
MEMORANDUM OF UNDERSTANDING

Between the Custer School District Board of Education and the Custer Education
Association

*Subject: Agreement on 144 Instructional Days in the 2025-2026
School Calendar*

This Memorandum of Understanding (MOU) is entered into this 23rd day of Sept., 2025, by and between the Custer School District Board of Education (hereinafter referred to as "the District") and the Custer Education Association (hereinafter referred to as "the Association" or "CEA").

Purpose:

The purpose of this MOU is to formalize a mutual agreement regarding the number of instructional days in the 2025-2026 school calendar.

Background:

Pursuant to the South Dakota Codified Laws and district policy, the Board of Education is responsible for setting the school calendar in consultation with stakeholder groups. Following collaboration between District leadership and the Association, the parties have reached agreement on an instructional calendar that includes 144 instructional days for students.

Agreement:

1. Instructional Days

The Association and the District agree that the school calendar for the 2025-2026 school year will include 144 instructional days for students.

2. Teacher Contract Days

The total number of teacher contract days shall remain consistent with the negotiated agreement unless otherwise mutually modified. Non-instructional contract days may include professional development, parent-teacher conferences, and teacher workdays.

3. Instructional Time Compliance

The District affirms that the total instructional time (hours/minutes) meets or exceeds state requirements as outlined by the South Dakota Department of Education.

4. Non-Precedent Setting

This agreement pertains solely to the 2025-2026 school year and shall not be construed as precedent for future negotiations or calendar development.

5. Amendments

Any amendments to this MOU must be in writing and signed by both parties.



Dr. Tim Frederick

Superintendent, Custer School District

Date: 09-23-25



[CEA President Name]

President, Custer Education Association

Date: 9-23-25



[Board President or Designee]

Custer School District Board of Education

Date: 10/2/2025


13.5 EFFECTIVE DATE - This contract shall take effect on July 1, 2025, and shall be in full force and effect through June 30, 2026. Either party may commence negotiations over the terms of a successor contract by written notification thereof. If no such notification is tendered or agreement is not reached prior to the expiration date set forth above, then all terms and conditions contained herein shall be renewed and maintained in full force and effect, until such time as the parties agreed to a successor contract.

13.6 COPIES OF THE AGREEMENT - It shall be the responsibility of the Superintendent's Office to prepare and provide one copy of this Agreement to the Association within 30 days of settlement. It shall be the responsibility of the Association to provide each member of the bargaining unit a copy of this Agreement.

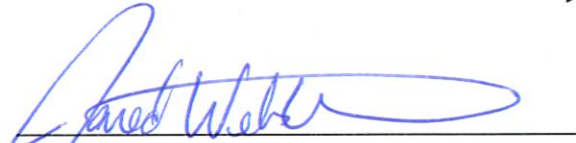
This Agreement is signed this 25 day of Sept., 2025, in witness thereof:

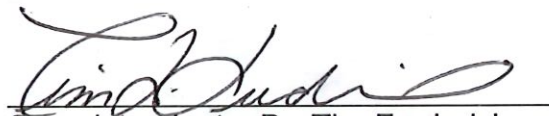
For the Custer Education Association

For the School Board, School District #16-1


President – Valarie Halverson


President – Jeff Barnes


Secretary -


Superintendent – Dr. Tim Frederick

Appendix A CUSTER SCHOOL DISTRICT SCHOOL CALENDAR: 2025-26

AUGUST						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SubTotal	
S	T
40	47

6
PTC 1

NOVEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SubTotal	
S	T
42	44.5

2.5

FEBRUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

SubTotal	
S	T
50	51.5

1
PTC 0.5

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SubTotal	
S	T
12	12

Totals	
S	T
144	155.0

11.00

S	=Student Attendance Day
T	=Addit. Teacher Duty Day

Scheduled Fridays: Sept. 19

School Board Meetings

Inservices Days: 8/13-14, 8/18-20; 10/10; 11/14; 12/12 (am); 1/16; 2/20 (9.5 days)

Para Inservices Staff Days: Aug. 18-20; Oct. 10; Jan. 16 (5 days)

Aug. 20 - District Open Houses - 3-5pm @ CES/HES; 4-6 pm @ Custer Jr/Sr HS

P/T Conferences: ALL Schools: 10/24: 8-11:30am; 3/17: 4-7:30pm

CES/HES - 10/20/25 - 4-7:30pm Jr/Sr HS - 10/27/25 - 4-7:30pm

End of Quarter: 10/16; 12/18; 3/12; 5/21

Scheduled snow make-up days - if needed: 12/5, 1/9, 2/13, 3/6, 3/20, 4/10, 4/24, 5/8

No School: 4/2-6 (Spring Break)

Graduation Day - May 16 - 2:00 p.m.

- Early Release at Noon - May 21 (students only)

Q1=32 Days; Q2=34 Days; S1= 66 Days; Q3= 40 Days; Q4= 38 Days; S2= 78 Days

last revised 6/18/25

Appendix B – 2025-26 CEA Salary Structure

	Salary Schedule - Amounts						
	{ 1} BA	{ 2} BA+12	{ 3} BA+24	{ 4} BA+36/MA	{ 5} MA+12	{ 6} MA+24	{ 7} MA+36
{ 1} 1	46,522.00	47,322.00	48,122.00	49,122.00	50,122.00	51,122.00	52,322.00
{ 2} 2	47,022.00	47,822.00	48,622.00	49,622.00	50,622.00	51,622.00	52,822.00
{ 3} 3	47,522.00	48,322.00	49,122.00	50,122.00	51,122.00	52,122.00	53,322.00
{ 4} 4	48,022.00	48,822.00	49,622.00	50,622.00	51,622.00	52,622.00	53,822.00
{ 5} 5	48,522.00	49,322.00	50,122.00	51,122.00	52,122.00	53,122.00	54,322.00
{ 6} 6	49,022.00	49,822.00	50,622.00	51,622.00	52,622.00	53,622.00	54,822.00
{ 7} 7	49,522.00	50,322.00	51,122.00	52,122.00	53,122.00	54,122.00	55,322.00
{ 8} 8	50,022.00	50,822.00	51,622.00	52,622.00	53,622.00	54,622.00	55,822.00
{ 9} 9	50,522.00	51,322.00	52,122.00	53,122.00	54,122.00	55,122.00	56,322.00
{ 10} 10	51,022.00	51,822.00	52,622.00	53,622.00	54,622.00	55,622.00	56,822.00
{ 11} 11	0.00	52,322.00	53,122.00	54,122.00	55,122.00	56,122.00	57,322.00
{ 12} 12	0.00	52,822.00	53,622.00	54,622.00	55,622.00	56,622.00	57,822.00
{ 13} 13	0.00	53,322.00	54,122.00	55,122.00	56,122.00	57,122.00	58,322.00
{ 14} 14	0.00	53,822.00	54,622.00	55,622.00	56,622.00	57,622.00	58,822.00
{ 15} 15	0.00	54,322.00	55,122.00	56,122.00	57,122.00	58,122.00	59,322.00
{ 16} 16	0.00	54,822.00	55,622.00	56,622.00	57,622.00	58,622.00	59,822.00
{ 17} 17	0.00	55,322.00	56,122.00	57,122.00	58,122.00	59,122.00	60,322.00
{ 18} 18	0.00	55,822.00	56,622.00	57,622.00	58,622.00	59,622.00	60,822.00
{ 19} 19	0.00	56,322.00	57,122.00	58,122.00	59,122.00	60,122.00	61,322.00
{ 20} 20	0.00	56,822.00	57,622.00	58,622.00	59,622.00	60,622.00	61,822.00
{ 21} 21	0.00	0.00	58,122.00	59,122.00	60,122.00	61,122.00	62,322.00
{ 22} 22	0.00	0.00	58,622.00	59,622.00	60,622.00	61,622.00	62,822.00
{ 23} 23	0.00	0.00	59,122.00	60,122.00	61,122.00	62,122.00	63,322.00
{ 24} 24	0.00	0.00	59,622.00	60,622.00	61,622.00	62,622.00	63,822.00
{ 25} 25	0.00	0.00	60,122.00	61,122.00	62,122.00	63,122.00	64,322.00
{ 26} 26	0.00	0.00	60,622.00	61,622.00	62,622.00	63,622.00	64,822.00
{ 27} 27	0.00	0.00	61,122.00	62,122.00	63,122.00	64,122.00	65,322.00
{ 28} 28	0.00	0.00	61,622.00	62,622.00	63,622.00	64,622.00	65,822.00
{ 29} 29	0.00	0.00	62,122.00	63,122.00	64,122.00	65,122.00	66,322.00
{ 30} 30	0.00	0.00	62,622.00	63,622.00	64,622.00	65,622.00	66,822.00
{ 31} 31	0.00	0.00	0.00	64,122.00	65,122.00	66,122.00	67,322.00
{ 32} 32	0.00	0.00	0.00	64,622.00	65,622.00	66,622.00	67,822.00
{ 33} 33	0.00	0.00	0.00	65,122.00	66,122.00	67,122.00	68,322.00
{ 34} 34	0.00	0.00	0.00	65,622.00	66,622.00	67,622.00	68,822.00
{ 35} 35	0.00	0.00	0.00	66,122.00	67,122.00	68,122.00	69,322.00
{ 36} 36	0.00	0.00	0.00	66,622.00	67,622.00	68,622.00	69,822.00
{ 37} 37	0.00	0.00	0.00	67,122.00	68,122.00	69,122.00	70,322.00
{ 38} 38	0.00	0.00	0.00	67,622.00	68,622.00	69,622.00	70,822.00
{ 39} 39	0.00	0.00	0.00	68,122.00	69,122.00	70,122.00	71,322.00
{ 40} 40	0.00	0.00	0.00	68,622.00	69,622.00	70,622.00	71,822.00

The following seven staff member were not on the 2025-26 salary structure:

Gordon Drew - BA+24/34; \$65,234; Mick Patzlaff - BA+24/36; \$65,122; Kristin Frueh - MA+48/29; \$66,657;
 Conni Virtue – MA+48/31; \$68,322; Jamie Junck – MA+48/31; \$69,527 (.75 FTE = \$52,145);
 Paul Kelley – BA+24/32; \$63,194; Rebecca Kintigh - MA+48/25; \$65,649;

APPENDIX C - EXTRA-DUTY SCHEDULE

Co-curricular salaries - Extra duty salaries will be a percentage of the negotiated co-curricular base. Years equal years of coaching experience. Year 1 is the co-curricular base and Years 2-9 are 3% more than the previous year. Years 10-13 are 5.8% increases, and Year 13 is the last Step. For 2025-2026, a \$1,500 increase was made to the co-curricular base (year 1). The co-curricular base will increase the same amount as the teaching base salary every year, unless negotiated separately.

Co-Curricular
Salary

Schedule

Year	BA
Year 1	\$40,720
Year 2	\$41,942
Year 3	\$43,200
Year 4	\$44,496
Year 5	\$45,831
Year 6	\$47,206
Year 7	\$48,622
Year 8	\$50,080
Year 9	\$51,583
Year 10	\$54,575
Year 11	\$57,740
Year 12	\$61,089
Year 13	\$64,632

Percent of BA

Head Basketball, Boys	12.00%
Asst. Basketball, Boys	8.00%
Asst. Basketball, Boys	8.00%
8 th Grade Basketball, Boys	5.00%
7 th Grade Basketball, Boys	5.00%
7 th & 8 th Grade Boys Basketball, Hermosa	5.00%
7 th & 8 th Grade Asst. Boys Basketball, Hermosa	3.00%
Head Basketball, Girls	12.00%
Asst. Basketball, Girls	8.00%
Asst. Basketball, Girls	8.00%
8 th Grade Basketball, Girls	5.00%
7 th Grade Basketball, Girls	5.00%
7 th & 8 th Grade Girls Basketball, Hermosa	5.00%
7 th & 8 th Grade Asst. Girls Basketball, Hermosa	3.00%
Head Cross Country	12.00%
Asst. Cross Country	8.00%
Jr. High Cross County	5.00%
Head Football	12.00%
Asst. Football	8.00%
Asst. Football	8.00%
Asst. Football	8.00%

7 th -8 th Football, Head Coach	5.00%
7 th -8 th Football, Assistant Coach	5.00%
7 th -8 th Football, Assistant Coach	5.00%
7 th -8 th Football, Assistant Coach	5.00%
Head Golf, Boys	12.00%
Head Golf, Girls	12.00%
Soccer	12.00%
Assistant Soccer	8.00%
Head Track	12.00%
Asst. Track	8.00%
Asst. Track	8.00%
Asst. Track	8.00%
Asst. Track	8.00%
7 th & 8 th Grade Track, Boys	5.00%
7 th & 8 th Grade Track, Girls	5.00%
7 th & 8 th Grade Track, Custer	5.00%
7 th & 8 th Grade Track Hermosa	5.00%
7 th & 8 th Grade Asst. Track Hermosa	3.00%
Head Volleyball	12.00%
Asst. Volleyball	8.00%
Asst. Volleyball	8.00%
8 th Volleyball	5.00%
7 th Volleyball	5.00%
7 th & 8 th Grade Volleyball, Hermosa	5.00%
7 th & 8 th Grade Asst. Volleyball, Hermosa	3.00%
Head Wrestling	12.00%
Asst. Wrestling - Boys	8.00%
Asst. Wrestling – Girls	8.00%
7 th & 8 th Grade & Assistant Wrestling (2 positions)	5.00%
H.S. Annual	8.00%
Band	12.00%
Drama *(Three parts to position)	12.00%
Hermosa MS Drama	3.00%
CES Drama/Musical	3.00%
Competitive Cheer Coach	12.00%
Cheerleading Assistant Coach – Boys & Girls Bball Sideline	10.00%
Cheerleading Assistant Coach– Football Sideline	8.00%
FCCLA	7.00%
Oral Interp	4.50%
Drug & Alcohol Advisor	7.00%
SADD Advisor	1.90%
Special Olympics	1.30%
HOSA Advisor	7.00%
Knowledge Bowl (H.S.)	2.60%
Knowledge Bowl (M.S.)	2.60%
National Honor Society	2.50%
Destination Imagination (DI) Coach	2.50%
Student Council (H.S.)	8.00%
Student Council (M.S.)	2.70%
Student Council (Hermosa)	2.70%
Student Council (Elem)	
Teammates Program Coordinator	

Teammates Building Coordinator – CES	2.00%
Teammates Building Coordinator – HES	6.00%
Teammates Building Coordinator – Jr/Sr HS	5.00%
	5.00%
	5.00%
Vocal Music	6.50%
Accompanist	2.40%
Yearbook (M.S – Custer and Hermosa)	2.50%
Prom Advisor	1.30%
Concessions Manager	12.00%
Video Productions Stipend	12.00%
Website Supervisor	10.00%

Positions not presently filled by the district

5th & 6th Grade Basketball, Boys	3.00%
5th & 6th Grade Boys Basketball, Hermosa	3.00%
5th & 6th Grade Basketball, Girls	3.00%
5th & 6th Grade Girls Basketball, Hermosa	3.00%
5th & 6th Grade Volleyball, Custer	3.00%
5th & 6th Grade Wrestling	3.00%
Cheerleading Assistant Coach	8.00%
Cheerleading Advisor Intramural (M.S.)	1.30%
Choices Coordinator	1.00%
Environmental Education Director	1.20%
Kids Voting Advisor	1.00%
IMPROV Advisor	2.50%
Natural Helpers	2.50%
Newspaper - HS	5.00%

*This schedule is based upon the negotiated extracurricular base salary. All salaries are determined using the above percentage times the extracurricular base salary with the coach or advisor receiving steps on the schedule based upon their experience with that specific activity.

APPENDIX C-1

OLD FORMULA: Teachers must be at least 50 yrs. old + 10 yrs. of service

AS OF JULY 1, 2017: Teachers must be at least 50 yrs. old + 15 yrs. of service

****Those who are 60+ yrs. old with at least 10 yrs. of service as of FY18 will be grandfathered in.**

Benefit amount is frozen at FY17 formula amount.

This is a working document. Current Years of Service needs to be updated each year, which will affect who is eligible in a given year due to years of service + age.

Following people meet eligibility in FY26

	Seniority Date	Birthdate	Current Yrs. of Service	Current Age	Years of Service as of FY17	FY17 Salary	Benefit Frozen @ FY17 Amt	
Bailey, Russ	06/11/07	10/16/69	19	55	10	\$ 49,325	\$ 24,663	
Block, Cherri	05/12/97	09/17/69	29	55	20	\$ 48,171	\$ 48,171	
Bradeen, Kathy	06/10/91	01/31/63	35	62	26	\$ 52,530	\$ 52,530	
Crown, Sandy	08/13/07	08/06/63	19	61	10	\$ 53,845	\$ 26,923	
Kelley, Paul	06/12/06	04/28/70	20	55	11	\$ 48,171	\$ 26,494	
Lowe, Becky	07/12/99	06/07/76	27	49	18	\$ 44,948	\$ 40,453	
McPeak, MaKayla	06/09/08	04/27/76	18	49	9	\$ 40,474	\$ 18,213	SPED
Neugebauer, Jenny	06/08/09	08/18/72	17	52	8	\$ 47,666	\$ 19,066	
Trandem, Casey	02/14/05	03/24/75	21	50	12	\$ 44,948	\$ 26,969	
Virtue, Conni	02/13/95	09/21/72	31	52	22	\$ 53,325	\$ 53,325	

TOTAL	
General Fund	\$ 318,593
TOTAL SpEd	\$ 18,213

APPENDIX D



Custer School District 16-1

527 Montgomery Street • Custer • South Dakota • 57730 • (605) 673-3154

FORMAL EMPLOYEE GRIEVANCE FORM

Employees of the Custer School District who have a grievance regarding school-related issues may enter a formal grievance on this form. To begin the process, complete the form, and then discuss your objections(s) personally with your building principal at the level the problem exists. See the CEA Negotiated Agreement for the grievance procedures followed in Custer School District.

You will receive a response from the school official where your grievance originated within thirty (30) days.

Please respond to all statements/questions below to assure your grievance is fully reviewed.

NAME _____ DATE _____

ADDRESS _____ PHONE _____

GRIEVANCE REPRESENTS:

Self _____ Organization _____ Other _____

Name of the individual or school-related issue the grievance is directed toward:

Nature of the grievance (please be specific):

What action do you suggest be taken with respect to your grievance?

Custer School District does not discriminate in its employment policies and practices, or in its educational programs on the basis of race, color, creed, religion, age, sex, disability, national origin or ancestry.

**Appendix E – Evaluation Forms
Custer School District 16-1
Certified Evaluation Process**

1) Purpose of Evaluation

The evaluation process is designed:

- to promote the professional growth and development of teachers through annual goal setting, objective feedback regarding their accomplishments and performance, and reflection about their teaching practices.
- to ensure that teachers and administrators have the opportunity to identify the resources they need to promote excellence in education.
- to support administrators in their ongoing supervision of instruction, and to ensure they have the tools necessary to make well substantiated recommendations regarding the continued employment of teachers.

2) Definitions

- A 'probationary employee' is one who is in the first, second, or third year of teaching.
- 'Continuing contract employees' are those who have completed three successive years of service.

3) Scope of Evaluation

The evaluation process should focus primarily on the criteria detailed in the Teacher Effectiveness Handbook. The evaluation process must be sufficiently flexible to accommodate individual teacher responsibilities, needs, and teaching styles. Using the current evaluation document and the Teacher Effectiveness Handbook, recommendations for continued employment, recommendations for continued employment with conditions, or not recommended for continued employment shall be based on the results of formal and informal evaluations. The code of Professional Ethics (SDCL 24:08:03) is incorporated herein as criteria subject to evaluation and comment.

4) Plans of Assistance

Any teacher recommended for "continued employment with reservations" shall be placed on a Plan of Assistance. At the discretion of an administrator, a Plan of Assistance may be offered to a staff member to promote the improvement of instruction. Teachers placed on Plans of Assistance will be formally evaluated at least four times per year while under the Plan of Assistance and may be evaluated more often if necessary. The attached format for a Plan of Assistance should be used. If a teacher is to be placed on a Plan of Assistance the following individuals will meet to discuss the process and reasons for the Plan of Assistance: Teacher, Administrator, and CEA Representative. The intent of this meeting would be to discuss the issue(s) and try to develop a solution before a plan is implemented. Administration will reserve the right to place a staff member on a Plan of Assistance based on their Negotiated Agreement.

5) Recommendations for Continued Employment

- Teachers in their first three years of employment with the district will be provided annually recommendations for continued employment by their supervising administrator. Those recommendations may take one of three forms:
 - Recommended for Continued Employment
 - Recommended for Continued Employment with Conditions
 - Not Recommended for Continued Employment
- Teachers under continuing contract status will be assumed to be recommended for continuing employment unless notified to the contrary by April 15th of the current school year. If so notified, the recommendation would take one of two forms:
 - Recommended for Continued Employment with Conditions
 - Not Recommended for Continued Employment

- Teachers who are “Recommended for Continued Employment with Conditions” shall be provided a written Plan of Assistance within eight (8) calendar days to begin and end in an appropriate time frame.
- Teachers who are “Not Recommended for Continued Employment” will be accorded all the rights provided them under SDCL 13-43.

6) Evaluation Files

- Notes and paperwork regarding all informal observations shall be maintained separately from the district personnel files, and shall be treated in a confidential manner. Items moved from working files will require notification and signature of the staff member at the time of placement in the personnel file.
- The results of all formal evaluations shall be placed in the teacher’s personnel file. Said files shall be maintained at the district central office. Observations do not become part of this file unless there is need for additional documentation to support the results of the evaluation.
- The contents of a teacher’s personnel file shall be available for review and inspection by the teacher, a teacher’s designated representative, the teacher’s supervisor, or by the superintendent at any time.
- No teacher shall be permitted to physically remove their personnel file from the central office or to review it without being in the direct presence of the superintendent, or his designee.
- Materials may be removed from a teacher’s personnel file only upon the written approval of the superintendent of schools.

The evaluation portion of the personnel file shall be retained for a period of three years following a teacher’s separation from the district. Information in the evaluation section shall be released to potential employers only upon the written consent of the teacher.

(to be completed only if this is the final evaluation of the contract period)

_____ A. Recommended for continued employment.
 _____ B. Recommended for continued employment with conditions.
 _____ C. Not recommended for continued employment.

If **“Recommended for continued employment with conditions”** is checked, evaluator must also provide the teacher with a Plan of Assistance.

If **“Not recommended for continued employment”** is checked, evaluator must, for tenured teachers, state what assistance for improving deficiencies was previously offered. . This document does not constitute notice under the South Dakota Continuing Contract Law (SDCL 13-43). Any notice of intention to not renew a teaching contract for the next school year will be issued by the Superintendent of Schools, or by the Board of Education.

TEACHER	SUPERVISOR

Teacher: _____ Supervisor: _____

Date: _____ Date: _____

Custer School District 16-1 Plan of Assistance

A staff member will be placed on a **Plan of Assistance** when in the supervisor's opinion the teacher requires improvement in meeting the district's teaching standards. Teachers placed on a Plan of Assistance will be provided additional support in meeting the objectives of the plan. A minimum of four (4) formal observations per year will be included within that support, but will not be limited to that. The plan will be implemented within no more than eight (8) days of its being presented to a teacher.

The Plan of Assistance shall contain the following information:

I. Background Information

- A.** Name
- B.** Position / Assignment
- C.** School Building
- D.** School Year

II. Statement of Deficiency

- A.** A description of the specific teaching criteria the staff member does not perform satisfactorily, and/or problems associated with the rules, regulations or laws pertaining to teachers in the Custer School District or the State of South Dakota.

III. The Plan of Assistance

- A.** The plan should outline a program of assistance that will coordinate all available resources to assist the staff member in correcting the above stated deficiencies.
- B.** The plan should include:
 - 1.** the teaching deficiencies
 - 2.** the tasks that must be done to correct them
 - 3.** the resources that will be provided to support the teacher's effort to correct the stated deficiencies
 - 4.** a timeline for the accomplishment of the above
 - 5.** an Evaluation Plan for making judgments regarding how well the plan's objectives have been met

IV. Monitoring System

- A.** A time line for classroom visitation and conferences will be scheduled, accomplished and documented. These meetings are for reviewing the degree to which the teacher has corrected the deficiencies stated in this plan of improvement.

V. Final evaluation

- A.** A final evaluation of the teacher's satisfactory or unsatisfactory performance on the previously stated deficiencies will be made on or before _____(Insert Date). At that time a recommendation will be made based on the teacher's achievement and the formal evaluation program for the school district. The final evaluation will be documented on the district's Evaluation Form.
- B. Signatures**
All parties involved (staff member, supervisors) should sign and date the document.

Custer School District
Plan of Assistance

Name: _____ Position / Assignment _____ School Year: _____

School Building: _____ Supervisor: _____

I. The Plan of Assistance

A. In our professional opinion we feel that (Name) _____ shows these deficiencies:

B. The plan should outline (in open narrative) a program of improvement which will coordinate all available resources to assist the staff member in correcting the above stated deficiencies.

Deficiency

- [fill in]

Corrective Actions

- [fill in]

Resources Needed

- [fill in]

Timeline to Accomplish

- [fill in]

Evaluation Plan

- [fill in]

Signing does not imply agreement by the teacher to the plan; doing so only indicates a conference was held and the above Plan of Assistance was discussed.

Supervisor: _____ Teacher: _____
Date: _____ Date: _____

Custer School District Co-Curricular Program Evaluation Form

This form should be completed jointly by the coach / advisor and his or her immediate supervisor (i.e. Activities Director, Building Principal, or Head Coach). Evaluations for Head Coaches and Advisors must be completed within 45 days of the completion of the activity and all others must be completed within 30 days of the completion of the activity.

ACTIVITY: _____

COACH / ADVISOR: _____

SEASON: _____

SCHOOL YEAR: _____

EVALUATOR: _____

STRENGTHS: Please indicate below the strengths you have identified in your program this past season / school year.

WEAKNESSES: Please indicate below any weaknesses or areas in need of improvement you have identified in your program this past season / school year.

GOALS: Please indicate below your goals for the program or activity for the next school year / next season.

COACH / ADVISOR SIGNATURE: _____ DATE: _____

SUPERVISOR'S SIGNATURE: _____ DATE: _____

ACTIVITIES DIRECTOR'S SIGNATURE: _____ DATE: _____

The coach's / advisor's signature indicates only that he/she has read the above evaluation, not that he/she necessarily agrees with its contents. He/she may make any comments on the back

.Revised 7/25/05

Appendix F- Summary of Custer School District's Teacher Effectiveness Plan

1. Custer School District has adopted South Dakota Framework for Teaching, also known as the Danielson Model.
2. Teachers and evaluators will focus on five components. Certified staff will be required to select four performance components, one component from each of the four domains of the Danielson Framework. Administration, working with staff, will choose one additional component.
3. The committee recommends that teachers follow the state recommendation and create a portfolio to document performance in Domains 1 and 4 of the Danielson Framework.
4. The committee recommends that teachers be evaluated adopting the components of the Danielson Framework in Domains 2 and 3. The frequency of evaluating teachers is outlined in the negotiated agreement. Formal Observations must be reduced to writing and include a pre-evaluation conference and post-evaluation conference. Informal observations should also be reduced to writing and provide ongoing feedback to encourage professional growth.
 - a. Probationary Teachers: Teachers will have a minimum 1 formal and 2 informal observations each school year for the first three years of employment.
 - b. Non-Probationary Teachers: Teachers will have a minimum of 1 formal observation every other year and 2 informal observations every school year.
5. The committee recommends the adoption of the state recommended system for calculating an average component level score using the Danielson Framework. Evaluators will assign a level of performance for each component. The following ratings will be assigned to the following component scores:
 - ✓ 4= Distinguished
 - ✓ 3= Proficient
 - ✓ 2=Basic
 - ✓ 1=Unsatisfactory
6. Each evaluated component will have the aggregate score calculated with equal weight given to each scored component. The score will be divided by the number of observed components and a overall professional practice rating will be calculated using the following system. This follows the state recommendation for calculation.
 - ✓ Distinguished: 3.5 to 4.0
 - ✓ Proficient : 2.5 to 3.49
 - ✓ Basic: 1.5 to 2.49
 - ✓ Unsatisfactory: 1.0 to 1.49
7. Peer observations are strongly encouraged for all staff. Building principals will work with staff to promote and encourage peer observation. When needed, subs may be used to complete peer observations. Peer observations will not be included in administrative evaluations. The process should remain as a vehicle for professional growth and collaboration between teachers to improve professional practice. Peer observations will be initiated by classroom teachers and be an agreement between the two parties.
8. The committee agrees that the district adopt the federal and state requirements for quantitative measures of professional growth. Additionally, certified staff will only be required to submit (1) one SLO per school year. All SLO's should have prior administrator approval.
 - a. All staff will be required to write one SLO.
 - b. The committee agrees that the district adopt the state requirement that Student Learning Objectives (SLO's) will be written by teachers and approved by evaluators.

9. The committee agrees that the district adopt the federal and state requirement that evaluations of teacher performance be measured on student learning between two or more points in time. Student Learning Objectives (SLO's) may include district, school, or teacher developed assessments and, where applicable, state required assessments.
10. The committee agrees that the district adopt the state requirement that Student Learning Objectives (SLO's) reflect a rigorous, yet realistic expectations of student growth that can be achieved during the instructional period determined. Professional judgment will be used by teachers in selecting SLO measurements, collecting data, and requesting approval from administrators. Administrators will use professional judgment in approving SLO measurements and will be held accountable to SLO achievement through the Principal Evaluation process. The district will use the state-recommended SLO Template and SLO Quality Checklist.
11. The committee agrees that the district adopt the state requirement to determine a student growth rating based on the attainment of SLO's. The state method for determining a growth rating will be:
 - ✓ Low Growth--The teacher's SLO(s) were less than 65 percent attained.
 - ✓ Expected Growth- The teacher's SLO(s) were 65 to 85 percent attained.
 - ✓ High Growth- The teacher's SLO(s) were 86 to 100 percent attained.
12. The committee agrees that the district adopt the federal and state requirement that districts must differentiate teacher performance using at least three performance levels. The summative effectiveness rating is the combination of a teacher's professional practice rating and student growth rating into one of three categories: Below Expectations, Meets Expectations or Exceeds Expectations. This is accomplished using the state recommended rubric.
13. The committee agrees that the district adopt the federal and state requirement that district evaluations be used to guide professional growth and development. Current language in the CEA Negotiated Agreement reflects this requirement.
14. The district will work each year to determine what changes, if any, need to be made to existing processes to ensure alignment with the district's evaluation system.

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Revised 7/10/06
Revised 9/24/12
Revised 5/29/14
Revised 6/8/15