

NEGOTIATED AGREEMENT

HENRY SCHOOL DISTRICT 14-2

2025-2026

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ARTICLE I RECOGNITION I

- A. The Board hereby recognizes the Association elected by the majority of teachers as the majority bargaining representatives, as defined by state law, for professional certified personnel. The term "teacher," when used hereinafter in this agreement, shall refer to all certified employees represented by the association in bargaining or negotiations for teachers. Administration may be removed from the group at the Board's discretion.
- B. Nothing contained herein shall be construed to restrict or deny to any teacher's rights he/she may have under other laws.

ARTICLE II TEACHER RIGHTS

- A. The Board hereby agrees that every teacher employed by the Board shall have the right to freely join and support the Henry Education Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of South Dakota and the United States; that it will not discriminate against any teacher with respect to hours, wages or any term or conditions of employment, by reason of his/her membership in the HEA, his/her participation in any activities of the HEA or collective negotiations with the Board, or his/her institution of any grievance, complaints, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The HEA shall have the right to use school buildings, equipment, and materials for professional and educational purposes when approved by the administration.
- C. The Board agrees to make available upon request of the duly designated HEA representative all information concerning the financial resources of the district, tentative budgetary requirements and allocations, and information dealing with conditions of employment.

ARTICLE III **PROFESSIONAL COMPENSATION**

A. A teacher, upon written request to the Administration, may be released from his/her regular duties without loss of pay for two days approved by the administration during the school year to participate in workshops, programs, or conferences oriented solely to improving professional competency. This may include a conference or convention if the teacher pays dues to the organization presenting the conference.

If the school district requests that the staff person attend, all expenses will be paid by the district. Tuition for college credit will be the teacher's responsibility. A brief report will be given to the board only after the convention or conference.

TUITION REIMBURSEMENT

The cost of tuition will be reimbursed for hours of credit in a course or Praxis testing required by the administration. Reimbursement will be made only following the first regular board meeting following the submission of grade sheets and/or official transcripts to the Administration. The teacher must teach two additional years in the Henry School District after the course is taken, or the cost of the additional hours of credit will be deducted from the teacher's last paycheck. This reimbursement policy includes only tuition, room, and board at state rates.

EXTRA DUTY PAY

Extracurricular lump sum pay will be paid at the end of the season, when duties are complete. A voucher will be submitted at the board meeting just prior to the end of the season for approval. The business manager will then hold the check until the athletic director has ensured that all uniforms are returned and all duties are complete. Year-long activities will be paid for in the May payroll.

IN SERVICE PAY:

Certified Staff members who participate in in-service activities will receive fifty dollars' compensation for each day of in-service, a maximum of two days.

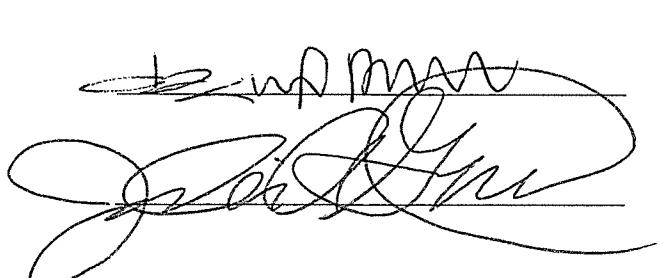
HENRY SCHOOL DISTRICT 14-2
P. O. BOX 8
HENRY, SOUTH DAKOTA 57243
HENRY SCHOOL BOARD – HENRY TEACHERS ASSOCIATION
2025 – 2026 NEGOTIATIONS

1. HIRING SCHEDULE: Micro lanes added

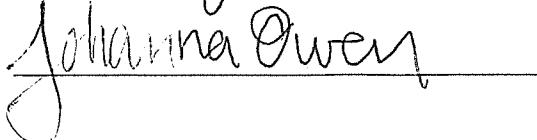
<u>YEAR</u>	<u>BASE</u>	<u>BA+8</u>	<u>BA+15</u>	<u>BA+23</u>	<u>MASTER</u>	<u>MA+15</u>	<u>ADV</u>
1	\$46,500	+250	+250	+250	+250	+250	+250
2	\$46,800	+250	+250	+250	+250	+250	+250
3	\$47,100	+250	+250	+250	+250	+250	+250
4	\$47,400	+250	+250	+250	+250	+250	+250
5	\$48,000	+250	+250	+250	+250	+250	+250
6	\$48,300	+250	+250	+250	+250	+250	+250
7	\$48,600	+250	+250	+250	+250	+250	+250
8	\$48,900	+250	+250	+250	+250	+250	+250
9	\$49,200	+250	+250	+250	+250	+250	+250
10	\$49,500	+250	+250	+250	+250	+250	+250
11	\$49,800	+250	+250	+250	+250	+250	+250

2. Each returning certified teaching staff member receives a 1.25% increase in their current earnings.
3. Trade two sick days for one personal day.
4. One comp day a month can be used on any day of the week, but must be provided at least 2 weeks' notice, and only if a substitute is available. Comp day cannot be used on the day before a scheduled break or the day after. These days must be tracked.

Committee Members



Board Committee Members

BA+8, BA+15, BA+23 MA, MA+15, and ADV

If a teacher completes the necessary credits for a lane advancement, they must notify the Administration in writing that they have completed the requirements no later than the Tuesday preceding the regular September board meeting. The necessary transcripts must be delivered to the Administration no later than September 20th.

CONTRACT OPTION

Contracts issued for a specific school year may be paid in 9 equal installments, commencing in September and ending in May, or in 12 equal installments, commencing in September and ending in August. Payroll is paid at or near the 20th of each month.

In the 2010-2011 school year, Henry School District began to serve its patrons with a four-day school week. School is held Monday through Thursday, with Friday being utilized for staff development. Teachers are required to be present for six hours on Friday. The administration may allow flexibility with these hours as long as the six hours are maintained.

ARTICLE IV TEACHING HOURS

A. The teaching hours in the secondary school and the elementary school shall be as follows:

1. Teachers shall be at their assigned place of duty 15 minutes before the starting time.
2. School hours shall be set by the Board of Education with input from the teachers.
3. The teacher's day shall conclude 15 minutes after the last class period. On the last day of the week, the day shall conclude upon the buses departing to take the children home.

B. Any teacher may make arrangements with his/her immediate supervisor to leave earlier than the time set forth in A of Article V.

ARTICLE V TEACHING LOADS AND TEACHING ASSIGNMENTS

- A. Since pupils are entitled to be taught by teachers who are working in their areas of competence, teachers shall be assigned their duties to meet the minimum requirements as set by state law.
- B. Teachers who will be affected by a change in grade assignments will be notified as soon as possible.

ARTICLE VI TEACHING CONDITIONS

The Board and the HEA recognize that the availability of optimal school facilities for both students and teachers is desirable to ensure the high-quality education that is the goal of both the teacher and the board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and to remain with the assigned student, and that the organization of the school and the school day should be directed toward ensuring that the teacher's energy is primarily devoted to that end.

- A. Office machines in the school building shall be available to teachers for school purposes, subject to the discretion of the principals.
- B. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with the activities of any employee organization.

ARTICLE VII VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any educationally certificated position in the district occurs, the Board shall give written notice to the HEA at the same time they notify the Teacher Placement Bureau.
- B. In filling such a vacancy, the Board agrees to give due weight to the length of time each applicant has been in the school system of this district, providing all other qualifications are equal. The Board declares its support of a policy of promotion from within its own teaching staff whenever possible.

ARTICLE VIII **SICK LEAVE**

A. All teachers absent from duty on account of personal illness, injury, or any other approved reason shall be allowed full pay for the days accumulated in their sick leave account. One-eighteenth (1/180) of the salary will be deducted for each day of approved sick leave.

B. Other approved leaves of absence with pay but chargeable against the teacher's sick leave shall be granted for the following reasons: (1) Absence necessitated by exposure to contagious disease in which the health of students, or other employees would be impaired by his/her attendance on duty. (2) Cases of illness, serious injury, or death in the immediate family that necessitate his/her absence from work because of the need for personal attendance of the teacher. (Immediate family shall include the teacher's spouse, children, parents, or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical personal care he/she is principally responsible.) (3) Time necessary for attendance at the funeral services of any member of the immediate family after exhaustion of funeral leave.

C. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they should call before 7:00 A.M. to report unavailability. It shall be the responsibility of the administration to arrange for a substitute teacher.

D. Operation of sick-leave benefit plan: Certified employees are entitled to ten (10) days of sick leave each year (1/4, 1/2 days will be allowed) in the system until they have accumulated fifty (50) days. If a certified employee has reached the maximum of 50 days and does not use the ten days allocated at the beginning of the year, the certified employee will be reimbursed per the negotiated agreement of \$40.00 per day for each of the ten unused sick days at the end of each school term (maximum \$400 per year).

E. A Sick Bank may be established under the following guidelines:

- a. All voluntary contributors shall donate one day.
- b. A committee composed of the superintendent, two teachers, and two school board members shall decide on all requests.
- c. A doctor's certificate shall be required.
- d. The maximum number of days that can be borrowed may be determined by the sick bank committee.
- e. Teachers may donate additional days each year as needed.
- f. An individual's sick leave must be exhausted before the use of the sick bank may apply.
- g. Only contributing members may apply to the bank.

h. Anyone borrowing from the sick bank must continue as a member of the sick bank in succeeding years until days have been replaced, or the member leaves the system. At least 2 days per year must be repaid to the sick leave bank at the beginning of each new school year for those who have borrowed and are trying to replace days.

F. Teacher Leaves District: If a certified staff member has been in the district 3rd year-10 years, they will be reimbursed \$40.00 for each sick day unused up to 50 days. If a certified staff member has been here 11-15 years, \$60.00 will be reimbursed for each unused sick day up to 50 days. If a certified staff member has been in the district for 16-20 years, they will be reimbursed \$80.00 for each unused sick day, up to 50 days. If a certified staff member has been with the district for 21+ years, \$100 will be reimbursed for each unused sick day, up to 50 days.

- a. A certified staff member intending to leave the district will not be able to exhaust more than 5 sick days in the final semester of the school year, unless medical illness has been declared and signed off by a certified physician and superintendent.
- b. A staff member can trade 2 sick days for 1 personal day.
- c. Certified staff members will be paid \$20.00 per class period when substituting.
- d. Extracurricular monies will be issued in a check separate from payroll.

ARTICLE IX **WORKER'S COMPENSATION**

All certified employees are protected by Workers' Compensation when a work-related accident, injury, or illness occurs.

Certified personnel shall be entitled to leave without loss of salary or benefits. A certified employee shall be deemed to have recovered from a work-related accident, illness, or injury, and thereby able to return to work, at such time that he/she and his/her physician agree that there has been recovery.

The certified employee's compensation during the recovery period shall be supplemented with an amount sufficient to maintain such teacher's regular salary through a combination of workers' compensation and the teacher's sick leave reserve. Such sick leave shall be charged only for that portion in excess of the worker's compensation payment. When all sick leave is exhausted, the employee would have the right to draw upon the sick leave bank. A work-related accident or illness, as used in this paragraph, means an injury or illness whose cause can be traced to the performance of services for the district. The following steps should be taken by the certified employee if he/she is injured on the job:

- *Immediately complete an Incident Form and submit it to the employee's supervisor.
- *All injuries or illnesses must be evaluated.
- *If the seriousness of the injury or illness should prevent the employee from completing the incident form, it will be the responsibility of the Supervisor to complete this information.
- *Non-compliance with this policy will jeopardize the employee's Worker's Compensation Claim.
- *No injury that occurred while on duty is too small to report.
- *Employees must bring proof of payment of Worker's Compensation to the administration

The district's report of a work-related accident or illness shall be kept on file in the Business Office.

A certified employee returning from any work-related leave shall be entitled to return to the same position and assignment he/she had prior to the leave.

If it is determined at a later date that the employee is unable to return to work, the employee will be eligible for the COBRA benefit if he/she desire.

ARTICLE X **LEAVES OF ABSENCE**

A. Leave of Absence for Reasons of Health: Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such a period of time which, in accumulation with absence with paid sick leave, shall not exceed one year. Upon return from leave during the same school year in which such absence commenced, a teacher shall, at the teacher's request, be assigned to the same position. Before the teacher returns from such a leave of absence, the Board may require a certificate of good physical and mental health.

B. Family Medical Leave Act (FMLA)

The Family Medical Leave Act (FMLA) is a federal regulation that allows eligible employees up to twelve (12) weeks of leave in any 12-month period for the following reasons: (A) to care for a child upon the birth or placement for adoption or foster care of the child; (B) to care for spouse, child, parent who has a serious health condition; or (c) when the employee is unable to work because of the employee's own serious health condition.

Leave being taken under the FMLA will count against the twelve (12) week entitlement as follows:

- First - The District will apply any unused or accumulated sick leave, in which the employee will be entitled to compensation as per board policies.
- Second - The District will apply any unused or accumulated personal leave, in which the employee will be entitled to compensation as per board policies.
- Third - The District will apply any unused or accumulated vacation leave, in which the employee will be entitled to compensation as per board policies.
- Fourth - When the leave requested under the FMLA is in excess of the days the employee has available in the above three steps, the excess days will be considered leave without compensation.

The employee does, however, have the right to preserve the accumulated leave stated above if, by written request, they ask that their allowable leave under the FMLA be leave without compensation.

As required by the FMLA, the Henry School District will provide group medical coverage under the same terms and conditions as if the leave had not taken place. The district will contribute an amount toward the cost of group medical insurance coverage, as it did during the month prior to the requested leave. The employee is responsible for the remaining cost of continuing coverage on a monthly basis.

The intent of this notice is to provide a brief overview of the key points addressed in the FMLA. As additional questions or concerns arise, please feel free to contact the Henry School District Business Office.

C. Adoptive Leave: A teacher may apply for adoptive leave without pay. When an adoptive teacher first applies for a child, the teacher shall notify the principal in writing of the intent. The period of leave shall commence when the parent leaves the country to pick up the child, or, in an American adoption, on the day the child is to be picked up. Upon return from leave during the same school year in which the absence commenced, a teacher shall, at the teacher's request, be assigned to the same position.

A teacher will be allowed to use two weeks of sick leave for home adjustment upon the child's arrival home.

D. Military Leaves of Absence: Military leaves of absence shall be granted to any teacher who shall enter into active military service of the United States, provided the employee does not sign a resignation. All accumulated sick leave days acquired prior to entry into service will be reinstated.

Annual training

A leave of absence shall be granted for reservists for training purposes, but not for a period exceeding a total of fifteen (15) school days in any calendar year. The request should be made on the regular leave form, and a copy of military orders shall be attached. Any regular military pay received during the AT period will be deducted from the regular salary. The AT must be with the soldier's home unit and its mission. Leaves for training when granted during the regular school year shall be granted without prejudice, but employees are encouraged to make arrangements to take these training periods during summer recess.

E. Educational Leave:

(1.) Leave of Absence for Study

a. A teacher who has been on the staff of the Henry School District for a minimum of three years and has a record of satisfactory service shall be eligible for study leave for a period of up to one year, without pay. Upon return, he/she will be restored to his/her former position, if possible, or a position of like nature.

b. A teacher requesting a leave of absence for study shall be required to take at least ten semesters' hours a semester or ten term hours a quarter in a University or College accredited by the North Central Association of Colleges and Secondary Schools or equivalent agency. Course hours taken during the summer do not count toward the ten-hour requirement.

c. Requests for leave of study shall be made to the Administration for Board approval.

F. Public Office Leave:

1. A teacher who has been on the staff of the Henry School District for a minimum of three years and has a record of satisfactory service, may be eligible to a leave of absence without pay to campaign for, or serve in, a public office upon approval of the Administration and Board.

2. A teacher granted such leave shall be restored to his/her former status upon return if absent for less than one semester.

G. Personal Leave:

1. All certified teachers will receive 3 (three) personal days each year, with the option to carry over (accumulate) 2 (two) personal days to the next year
(Maximum of five (5) days per year).

A person who is absent without approval shall lose 1/178 of his/her yearly salary for each day of absence, in addition to other possible disciplinary action.

2. Normally, teachers wishing to make use of the leave must submit a written request to the Administration at least 5 days in advance of the anticipated absence except in the case of an emergency.
3. Normally, no more than two (2) people will be allowed personal leave on a given day.

H. Leaves for Other Purposes:

Leaves of absence with full pay are not chargeable against the teacher's sick leave and shall be granted for the following reasons:

1. Court appearance when subpoenaed as a witness in any case connected with the teacher's employment.
2. When attending any function, as directed by the Administration.

I. Jury Duty - Civic Responsibility:

An employee may be excused from his or her duties for jury duty or attendance to civic duties. The deduction in pay will equal the remuneration the employee receives for such duties. Any expense money for mileage, meals, or room will not be included in such a deduction.

The same shall apply when subpoenaed as a witness.

(Anything beyond one day/year shall be presented to the school board.)

J. Funeral Leave:

Each employee shall be granted three days of bereavement leave each school year. An additional 10 days of sick leave may be used for a death in the immediate family, with the administration's approval. Any unauthorized leave will result in a reduction of salary at the rate of 1/178 of the person's salary for each day of unapproved leave.

ARTICLE XI **INSURANCE PROTECTION**

- A. The Henry School District shall provide for each certified employee, up to the negotiated health insurance benefit sum, \$645.00 per month for full-time certified employees. Classified employees working more than 30 hours a week will receive negotiated health insurance benefits up to \$645.00 per month. This sum is to be used in payment of the required group health insurance and the required group life insurance.
- B. The Association shall choose the plan(s) and carrier(s) for the above benefits. Each employee will notify the Business Office, no later than September 1 of each year, of the benefits they desire. If the total contribution cost exceeds the district's contribution, the remainder shall be deducted from the employee's regular paycheck.
- C. Coverage begins October 1st and goes through September 30th.
- D. It is understood and agreed to by the parties hereto that the contributions made hereunder by the employer are made from the employer's own funds, which are wholly under the employer's dominion and control and are not considered by the parties to be taxable income to the employee. It is further understood that the employer contributions made hereunder will be for the sole purpose of purchasing the required health and life insurance and that none of the employer's obligated contributions will be in the form of direct cash payment to the employee.

ARTICLE XII **TEACHER EVALUATION**

- A. All monitoring or observing of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping closed-circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. Teachers may have access to their personnel files once each semester to review any document prepared by the principal or supervisor, and other miscellaneous documents and information that are not received as privileged or confidential. Complaints by a parent directed toward a teacher shall be called to the teacher's attention if a permanent record is to be made of such complaint.
- C. A teacher shall have the opportunity of having a representative of the HEA when he or she is meeting with the Administration. The administration also has the right to have a representative present when meeting with the teacher.

D. Evaluation Procedures will be conducted as follows. All evaluations will be done in a timely manner. The evaluation process will be completed by a district approved method.

Non-Tenured staff will have the following evaluations:

Informally visit each classroom once per quarter.

Two observations per year, one formal, one non-formal.

Tenured Staff will have the following evaluations:

Informally visit each classroom once per quarter

One formal observation per year.

E. Principal Evaluation Procedures

The evaluation process will be completed by a district approved method.

The principal will be evaluated by the Superintendent.

The principal evaluation will take place annually prior to the second Monday in February.

ARTICLE XIII **PROTECTION OF TEACHERS**

- A. The word teacher in the paragraph below includes the teacher in the classroom and at the teacher's assigned extra-curricular activity. Since the teacher's authority of effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the regular classroom teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students, nor to be charged with responsibility or psychotherapy. When it appears to the classroom teacher and counselor, and/or visiting teacher that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the teacher may request that the administration take immediate steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of employment-related assault upon a teacher shall be immediately reported to the Board or its designated representative.
- C. Any serious complaint by a parent of a student directed toward a teacher shall be called to the said teacher's attention.

ARTICLE XIV **NEGOTIATION PROCEDURES**

- A. When negotiations are opened, the HEA and the Board will promptly negotiate for the purpose of reaching an agreement upon revised salaries and/or fringe benefits.
- B. In any negotiations described in the Article, neither the HEA nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership at large of the HEA who casts votes but the parties mutually pledge representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification:

ARTICLE XV IN-SERVICE TRAINING

The parties recognize that in our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it, along with its professional staff, shares responsibility for upgrading and updating teacher performance and attitudes.

The administration, with the Board's consent, shall provide teachers, during school hours, with workshops, conferences, and programs designed to improve the quality of instruction. Any mileage expenses incurred by the teaching staff for such in-service training shall be compensated by the School District at State rates. School transportation will be utilized whenever possible.

An Excel voucher form has been developed for all teachers to utilize for expenses incurred while attending mandatory functions. The sheet must be submitted to the Business Office as soon as possible. All receipts must be handed in to the Business Manager. Any Summer days utilized for mandated school professional development shall be reimbursed with a comp day during the calendar school year. One comp day a month can be used on any day of the week, but must be provided at least 2 weeks' notice, and only if a substitute is available. A comp day cannot be used on the day before or the day after a scheduled break. These days must be tracked.

ARTICLE XVI MISCELLANEOUS PROVISIONS

- A. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of the policies shall be printed and presented to all teachers now employed or hereafter employed by the Board.
- C. If any provisions of this agreement or any application of the agreement to any teacher or group of teachers shall be found contradictory to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII **GRIEVANCE PROCEDURES**

A. Definition

A "grievance" is a claim by a teacher or teachers that there has been a violation, misinterpretation, or misapplication of any existing agreement, policy, rule, practice, or procedure of the School Board.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting the welfare or terms or conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of the agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. If a grievance is filed at or near the end of the school year, efforts should be taken to resolve the grievance prior to the beginning of the next school year.

3. Informal

A teacher with a grievance must first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally.

4. Formal

Level I.

A teacher with a grievance shall first file his/her grievance in writing with his/her principal or immediate supervisor. The principal shall arrange a meeting within three school days with the aggrieved person and representatives of both parties. Principal shall, within five (5) days, render his/her decision in writing to the aggrieved person, with a copy to the Association representative for his/her file.

Level II.

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Administration. The Administration shall arrange a meeting within five school days with the aggrieved person, the principal, a representative of the Association, and other representatives, and himself/herself. Within five days after said meeting, the Administration shall render its/decision in writing to the aggrieved party and to the representative of the Association.

Level III.

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or no decision has been rendered within five (5) days after he first met with the Administration, he/she may file a grievance in writing with the School Board within five (5) days.
2. After receiving such further appeal, the School Board shall consider grievance within 15 days.
3. After receiving the written appeal, the board may appoint a fact finder, who may not be the board's legal counsel, to review the grievance and its processing to this point and to report to the board prior to its meeting with the aggrieved person and with the representatives of the Committee for the purpose of resolving the grievance. The board's decision shall be rendered in writing within five (5) days.

Level IV:

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level III, or if no decision has been rendered within five (5) school days after the grievance was acted on by the board, he/she may, within five (5) days after a decision by the board, request in writing that the

The Association submits its grievance to the Department of Labor. If the Association determines that the grievance is meritorious, it may submit it to the Department of Labor within fifteen (15) school days after receiving a request from the aggrieved person.

2. If, after following the grievance procedure enacted by the governing body, the grievance remains unresolved, it may be appealed pursuant to state law.

D. Rights of Both Parties to Representation:

1. Any party in interest, board, or aggrieved party may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative(s). When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR&R (Professional Rights and Responsibilities) Committee, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Administration directly, and the processing of such grievance shall be commenced at Level II. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
5. When it is necessary for a representative or representatives designated by the Association to attend a meeting or a hearing called during the school day, the administrative office shall so notify the principal of such Association representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

6. The Board agrees to make available to the aggrieved person and his/her representative all pertinent information for review and to provide that which is specifically requested.
7. These procedures shall not be construed so as to prevent any individual on his/her own initiative from exercising the procedural rights accorded to an Association.
8. If a grievant initiates an action in a duly constituted court of law, this procedural policy shall not be available unless directed otherwise by said court.

ARTICLE XVIII **COMPLAINT POLICY**

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

The Board places trust in its employees and seeks to support their actions in a manner that frees them from unnecessary, spiteful, or negative criticism. The term "complaint" in this policy is restricted in meaning to that criticism of a particular school employee by a patron of Henry School District that includes and/or implies a demand for action by school authorities.

A complaint policy is to ensure that a patron's complaint is given respectful attention and the integrity of all concerned is upheld.

Whenever a complaint is made directly to the Board as a whole or to an individual Board member, the individual or group involved will be advised to take their concern to the appropriate staff member.

The Board believes that complaints and grievances are best handled and resolved as close to their origin as possible, and that staff should be given every opportunity to consider the issue and attempt to resolve the problem before the Board becomes involved. Therefore, the proper channeling of complaints will be as follows:

1. Teacher or non-certified staff
2. Principal (your immediate Principal)
3. Superintendent
4. Board

Employees are advised to notify their immediate supervisor upon receiving a complaint and may delay action until they speak with the supervisor.

The Board will not consider or act on complaints that have not been explored at the appropriate administrative level. The Board will consider hearing patron complaints when they cannot be resolved by the administration. Matters referred to the Board must be in writing and must be specific regarding the complaint and the desired action.

If it appears necessary, the administration, the person who made the complaint, or the employee involved may request an executive session of the Board for the purpose of further study and a decision by this body. Generally, all parties involved, including the school administration, shall be invited to attend such a meeting to present additional facts, provide further explanations, and clarify issues. Hearsay and rumor shall be discounted, as well as emotional feelings, except those directly related to the facts of the situation.

The Board will render its decision, which the Administration will implement. The Board's decision may be appealed pursuant to 13-46.

ARTICLE XIX **STAFF REDUCTION POLICY**

Whenever in the judgment of the Board, it is advisable to reduce staff in the district, the following procedure will be used:

1. The Board will use reasonable efforts to communicate the situations confronting the district to the staff so as to allow the staff a reasonable opportunity, not to exceed 10 days from the date of the communication, to present possible alternatives such as early retirement, normal attrition, part-time contract, contract for substitute teaching, and/or alternatives which could accomplish the same goals.
2. A certified staff member protected by statutory continuing contract provisions will not be released while qualified and certified for a position held by a person not fully certified by the State Board of Education.
3. When paragraph #2 does not apply in the district, the Board hereby establishes the following criteria (not necessarily in order of priority,) any of which may be used in determining which professional staff will be affected by staff reduction, student needs, financial condition of the district, priority of programs, program elimination, recommendations of administrative staff, evaluation records, competency, qualifications, certification, longevity, educational background, salaries, federal and state affirmative action requirements, as well as any other relevant considerations.

4. In making staff reduction involving professional staff members on continuing contract status, the Board will follow the provisions of SDCL 13-43-9.1, 13-43-10, and 13-43-10.1.

ARTICLE XX STAFF RECALL POLICY

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

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

ARTICLE XXIII PARENT/TEACHER CONFERENCES

School will be dismissed to allow sufficient time for all parent-teacher conferences to be conducted on the same day. Conferences for children of staff will be scheduled in the earliest time slots.

ARTICLE XXIV BOARD MINUTES

Within ten days of a school board meeting, a copy of the minutes will be published in the official school newspaper.

ARTICLE XXV **EXTRA-CURRICULAR EVALUATIONS**

Staff assigned an extra-curricular duty will be evaluated during the first half of the activity; a meeting with the evaluator will be done shortly afterward. A final written evaluation by an administrator will follow completion of the activity, with the instrument to be agreed upon by staff and administration.

ARTICLE XXVI **SELF-ENRICHMENT POLICY**

Teachers will be offered a self-enrichment day to visit another teacher in their field once per year. This opportunity is on a volunteer basis, and the self-enrichment day may not be used for any other purpose. It is in addition to the professional days already allowed, and it is not accumulated.

Prior administrative approval must be obtained, and a substitute secured by the Administration.

A written response to the administration and school board will be required following the visit.

EFFECT OF AGREEMENT

An agreement represents the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

INDIVIDUAL CONTRACTS - The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements. The individual contract shall be in the form presently provided by the Board of Education.

SAVINGS CLAUSE - If any provision of the Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

The parties meet not later than ten days after such holding to renegotiate the provision or provisions affected.

TERM OF AGREEMENT - The provisions of this Agreement shall be effective as of the date signed below and continue until such time that it is changed.

This agreement is signed this _____ day of _____, 20____.
This agreement expires this day of _____

In Witness Whereof:

For the
Henry Education Association

For the
Henry School Board #14-2

Chief Negotiator

President