NEGOTIATIONS AGREEMENT

2026-2027

The following has been adopted by the Edgemont School District Board of Education and shall be in effect for the school year of 2025-2026. It is agreed upon by both The Edgemont School District Board of Education and the Edgemont Education Association that all years, months and days included in the document that will need to be changed to keep current to the newest document will automatically be rolled over.

EEA Negotiator	Board of Education Pres
Terri Brown	Gary Darrow
4-16-26	4-13-26
Date	Date

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ARTICLE I
COCURRICULAR SALARY SCHEDULE
(paid only if assigned)

Activity	0-2 Experience	3-5 Experience	6+ Experience
Musical/Three-Act Play Director	2,415.00	2,535.75	2,656.50
Instrumental Solo & Ensemble	1,669.80	1,753.29	1,836.78
Vocal Solo & Ensemble	1,669.80	1,753.29	1,836.78
Knowledge Bowl	418.60	439.53	460.46
Sr. Class	837.20	879.06	920.92
Sr. Class	837.20	879.06	920.92
Jr. Class	837.20	879.06	920.92
Jr. Class	837.20	879.06	920.92
Sophomore Class	837.20	879.06	920.92
Freshman Class	837.20	879.06	920.92
Cheerleading/Pep Squad	818.80	859.74	900.68
Middle School Cheerleading/Dance	786.60	825.93	865.26
High School Technology Club	818.80	859.74	900.68
Middle School Technology Club	786.60	825.93	865.26
Student Council	1,669.80	1,753.29	1,836.78
FFA Sponsor	3,109.60	3,265.08	3,420.56
National Honor Society	418.60	439.53	460.46
Head Varsity Football	4,931.20	5,177.76	5,424.32
Asst. Varsity Football	3,109.60	3,265.08	3,420.56
Head Middle School Football	2,332.20	2,448.81	2,565.42
Asst. Middle School Football	1,283.40	1,347.57	1,411.74
Head Varsity Boys Basketball	4,931.20	5,177.76	5,424.32
Asst. Varsity Boys Basketball	3,109.60	3,265.08	3,420.56
Head Middle School Basketball	2,332.20	2,448.81	2,565.42
Asst. Middle School Basketball	1,283.40	1,347.57	1,411.74
Head Varsity Girls Basketball	4,931.20	5,177.76	5,424.32
Asst. Varsity Girls Basketball	3,109.60	3,265.08	3,420.56
Head MS Girls Basketball	2,332.20	2,448.81	2,565.42
Asst. MS Girls Basketball	1,283.40	1,347.57	1,411.74
Head Varsity Volleyball	4,931.20	5,177.76	5,424.32
Asst. Varsity Volleyball	3,109.60	3,265.08	3,420.56
Head Middle School Volleyball	2,332.20	2,448.81	2,565.42
Asst. Middle School Volleyball	1,283.40	1,347.57	1,411.74
Head Track	4,931.20	5,177.76	5,424.32
Asst. Track	3,109.60	3,265.08	3,420.56
Head Middle School Track	2,332.20	2,448.81	2,565.42

Asst. Middle School Track	1,283.40	1,347.57	1,411.74
Wrestling	4,931.20	5,177.76	5,424.32
Head Middle School Wrestling	2,332.20	2,448.81	2,565.42
Asst. Middle School Wrestling	1,283.40	1,347.57	1,411.74

Changing Lanes on the Extra-Curricular Salary Schedule

1. Only co-curricular experience earned at Edgemont will count toward lane changes.
2. Up to four years' of co-curricular experience earned at Edgemont within the previous ten years may be applied to the salary schedule. This same criterion will apply to staff reentering after an interruption in service.
3. Transfer of experience will be recognized only within the same assignment category, as follows:
    a. Previous years at a different district of coaching within the same sport and at the same level. For example, years of experience coaching middle school will not count towards lane advancement for coaching junior varsity or varsity. Similarly, assistant coaching experience will not count towards advancement for head coaching positions
    b. Previous years of directing one-act and three-act plays at a different district will count towards lane advancement for directing those activities at Edgemont.
    c. Previous years of directing high school vocal solo & ensemble will count towards lane advancement for directing those activities at Edgemont
    d. Previous years of directing high school instrumental solo & ensemble will count towards lane advancement for directing those activities at Edgemont
    e. Previous years of coaching cheerleading at any level will count towards lane advancement for coaching cheerleading at Edgemont.
    f. Previous years of sponsoring a specific class will count towards lane advancement for class sponsorship at Edgemont.
4. A coach or sponsor who changes to a different sport or activity will be placed at zero years of experience in the new assignment.

Continuing contract rights do not attach to extracurricular duties and the District may remove them from staff members at its discretion.

The above shall not be construed to allow accumulation of more than one-year experience for an activity in any one school year.

The Board of Education may vary from this schedule if new programs or activities are added, or if the responsibilities of the assignment differ from the listed activities. These salaries shall be consistent with the amounts listed above.

In addition to the head coach's salary, one-half (1/2) of the assistant coach's base salary will be awarded to the head coach if an assistant coach position is advertised by the administration/board but the said position was not filled.

In the event that school personnel are needed to provide service for co-curricular events during regular working hours, any per diem excluding mileage received for such duties shall be turned to the school district or such teachers may use personal leave time and thereby keep any compensation earned.

Payment for co-curricular assignments will be included with teaching salary payments after completion of all duties. Coaches/sponsors are responsible for presenting written verification of completion of assignment to the business office by the last day of the month to have payment included with teaching pay on the 12th of the following month.

Article II
Hiring Guide
2026-2027

New Hire Salary:

- Base: $46,500
- Masters: $48,500

2-1. Teachers employed under the 2026-2026 Agreement will retain their 2025-2026 teacher contract salary – this is called the 2026-2027 Contract Salary.

Teachers employed under the 2025-2026 Agreement will receive the following:

A. Advancement: Returning teachers will receive an increase of $400 on their 2025-2026 Contract Salary as defined in item 2-1.
B. Degree: Returning teachers with a Bachelor's Degree will receive an increase of $250.00 on their 2025-2026 Contract Salary as defined in item 2-1. Returning teachers with a Master's Degree will receive an increase of $350.00 on their 2025-2026 Contract Salary as defined in item 2-1.
C. Experience: Returning teachers will receive an increase of $250.00 on their 2025-2026 Contract Salary as defined in item 2-1.
D. A returning teacher's 2025-2026 Contract Salary plus Advancement plus Degree plus Experience is the 2026-2027 Contract Salary.
E. Returning teachers who have provided transcripts to the Business Office showing the acquisition of a Master's Degree or higher within the current school year will be awarded a one-time stipend of $2,000.00.
F. Returning teachers will receive $500.00 added to their 2025-2026 salary in lieu of the increase to the base wage.

2-2. All teachers newly employed by the district shall be classified by the Superintendent based on the New Hiring Guide Schedule. The newly employed teacher's Contract Salary is inclusive of their degree and experience. The burden of proof as to degree and teaching certificate shall rest with each new hire. The Board reserves the right to hire above the Hiring Guide if deemed necessary for high need or unfilled positions.

2-3. State in-service monies are separate and not covered by this agreement.

2-4. Certified Staff who are assigned to monitor the lunchroom and are not compensated with a .5 hour lunch shall receive one free lunch for that particular day.

2-5. If the FY 2027 Average Teacher Compensation amount does not meet the Teacher Compensation Accountability Board requirement, the parties may re-open contract negotiations to address only that portion of the Negotiated Agreement to adjust it as needed.

2-6. The teacher work year shall consist of one hundred sixty (160) contracted workdays.

ARTICLE III

Issuing of Paycheck

All teachers will have the option of receiving their annual contracted salary in twelve monthly paychecks, unless specific arrangements are made with the business manager under special circumstances (e.g. retirement). These arrangements must be made by July 1. All certified staff will be encouraged to sign up for automatic deposit.

ARTICLE IV

Insurance Program

The Board of Education shall make available group major medical and dental insurance plans for all members of the district electing to be covered by such insurance. Selection of said carrier(s) and coverage plans will be made by the Board of Education and employees.

The contribution by the Board to such insurance plans shall be as follows:

2026-2027- Family Plan per year ---------- $ 14,000.00
Employee +1 Plan per year ---------- $ 10,500.00
Employee + Dependents Plan per year ---------- $ 9,800.00
Single Plan per year ---------- $ 8,500.00

Those persons electing to have no coverage under the plan shall receive annual reimbursement of $1,000, minus the cost of group life insurance, if required by the medical insurance plan.

A certified teacher will be eligible to receive the same percentage of employer paid insurance equal to the teacher's contract percentage in relation to full-time status.

ARTICLE V

Policy for Staff Reduction

5-1. Reduction in Force Procedure
If in the judgment of the District, it is necessary or may be necessary to reduce the number of certified instructional staff employees within the District, the below procedures will apply. The Board will communicate to the teachers' association the board's intention to utilize these procedures in writing.

A. For purposes of this Reduction in Force Policy, certified teacher/certified teaching staff is defined as an instructor having the SD Dept. of Education required certification for his/her current teaching position. It is also specifically
noted that the above definition of certified teacher includes a certified teacher who has not attained continuing contract status.

B. (1) The District will use reasonable efforts to communicate the situation to the certified staff so as to allow certified teaching staff to present possible alternative suggestions and recommendations to a reduction in force.

(2) Certified teachers and/or the teachers' association shall present such suggestions and recommendations, in writing, within ten calendar days from the date of communication to the teachers' association by the District of the necessity or possible necessity to reduce the number of instructional staff employees. Failure by certified teachers or the teachers' association to submit suggestions and recommendations within the ten calendar day time period is a waiver of their respective rights to present suggestions and recommendations.

C. Should it be necessary to reduce the number of certified instructional staff members within the district and should two or more certified teachers be able to fill the same position, the following criteria may be considered by the District when determining which certified teacher will be laid off due to staff reduction. These criteria are not in order priority but rather a list of factors all of which may be considered by the District:

student needs, priority of programs, program elimination, evaluations, administrative recommendations, certification and endorsements, employee's educational development (classes, workshops, etc. after initial certification), professional employment history, classes/grades/subject matter taught (including dates), continuous length of employment within the District, federal and state requirements, and other factors as deemed relevant by the District.

D. The District will adhere to the provisions of SDCL 13-43 when implementing staff reduction.

5-2. Reemployment Procedures

If the Board increases the number of employees in the district, reinstates a position or has any other vacancy a teacher who has lost employment within the District due to a reduction in force shall have recall rights for a period of 15 months or September 1 of the second consecutive school year after receiving notice of layoff (whichever is shorter), reemployment shall be extended to employees who are laid off in reverse order to which such layoff occurred according to the provisions of this procedure. Right to an interview is automatic for any teacher certified for the new position or vacancy.

A. A teacher on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same accumulation of sick leave unless the teacher has previously been paid pursuant to Section 8-1 for unused sick leave, and hiring guide placement as said teacher enjoyed at the time of layoff. Where group insurance policies permit, a teacher on the recall list may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.

B. When an opening(s) occurs, the Board shall send a certified letter to all teachers having recall rights notice of the vacant position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his or her whereabouts and any additions in his or her certification. The teacher shall notify the Board within ten (10) calendar days of receipt of the letter to indicate availability and desire for such position.
C. No employee who was previously assigned to a full-time teaching position shall be required to accept recall to less than a full-time position.

5-3. Substitute Working

Employees who are laid off are entitled to preferential treatment for "substitute work" positions upon notifying the Board of a desire to be placed on the list of substitute employees. Exercise of the privilege shall in no way reduce recall rights under the provisions of the Article.

5-4. A certified employee shall be removed from the recall list if he or she wishes:

1. Waives their recall rights in writing
2. Resigns from the recall list
3. Fails to accept recall to position for which the teacher is certified, or;
4. Fails to report to work on date specified or respond in writing within ten 10) calendar days after receipt by certified mail, of the notice of recall.

ARTICLE VI

Teaching Day

A. The normal school day, exclusive of time required to perform extra-duty and extra-curricular assignments, shall be 7 hours and 45 minutes in length. The actual period of time assigned for such duty hours shall be made by the building principal or other appropriate supervisor and shall be adjusted to meet the needs of the department, division, or level (elementary, middle school, or high school) to which the teacher has been assigned.

B. Except in cases of emergency or unusual circumstances (shortening of day due to cold weather, etc.), all teachers shall be entitled to a minimum of a one-half (1/2) hour duty free lunch period.

C. Teachers are required to attend all meetings directed by their building principal or the superintendent, unless excused by the supervisor who has called the meetings.

ARTICLE VII

Payroll Deductions

Payroll deductions for SDEA dues will be made if satisfactory arrangements can be made with the Business Manager. An employee may revoke authorization of payroll deductions for SDEA dues upon giving to the Business Manager written notice, dated and signed by the employee, for the revocation.

ARTICLE VIII

Leave Provisions

8-1. Sick Leave

Sixty-two (62) hours of sick leave per year shall be granted all full-time certified employees. Part-time employees will have sick leave and accumulated sick leave granted on a pro-rated basis. All calculations will be made to the nearest 15 minutes. Sick leave shall be accumulative to four hundred twenty (420) working hours for full-time employees.

Sick leave may be used only in the event of the illness of the employee or the employee's immediate family or during parental leave. Immediate family for sick leave purposes includes spouse, parents, mother-in-law, father-in-law, children, foster children, and other children living in the household (i.e. in the process of being adopted, falling under legal guardianship and foreign exchange) of said employee.

In case of absence, the superintendent may request a doctor's certificate. Failure to provide a doctor's certificate may result in a denial of further grants of sick leave. Loss of pay on an hourly basis will be equal to annual salary divided by the number of contracted days in the school year divided by the number of hours in a normal school day. Any teacher of the Edgemont School District may, at the time of his or her separation from service with the Edgemont School District, elect to be paid in cash for their unused accumulated sick leave hours, up to three hundred fifteen (315) hours, at the rate of the current South Dakota state minimum wage. Only those employees who have completed their teaching contract service with the Edgemont School District for the latest school year, will be eligible to be paid for such accrued but unused sick leave credit. A teacher whose current contract was terminated is not eligible to receive the unused sick leave benefit. The maximum payment which may be made shall be for three hundred fifteen (315) hours.

If a person must leave his or her contracted assignment during the school year, only the following will be recognized as reasons which allow the person a right to sick leave compensation.

1. Serious physical and mental illness of employee or member of household-(Doctor's statement needed.)

The person will be paid once a request has been made and a resignation has been turned in to the Board.

To receive this payment, a request must be made in writing. Payment shall be made no more than forty-five (45) calendar days after the written request is received and the teacher has completed all contractual obligations of the teaching assignment.

8-2. Voluntary Sick Leave Bank

A voluntary sick leave bank will be established for teachers who are in or beyond their second full term of employment under the following conditions and provisions:

A. Each newly hired teacher shall contribute 7.75 hours of his or her sick leave for their first two years of employment unless he or she gives written notice of intent not to participate on or before September 15 of each contract year. Eligible teachers declining to become participants in the bank in any year shall not be eligible for participation in succeeding years.

B. All unused sick leave hours in excess of the 420 maximum allowed to be accumulated per individual staff member (for all members whether participants or not) shall be placed into the sick leave bank annually at the end of the school year.

C. Teachers withdrawing days from the bank are not required to replace these days. When the bank falls below 840 hours, all participating teachers will put in 7.75 hours per contract year until the bank reaches 1120 hours. A teacher resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required shall not be able to withdraw previously contributed hours.

D. Days in the bank shall be withdrawn on a first-come, first-served basis and, if the total hours in the bank are exhausted in any year, use of the bank is ended for that year. Unused hours in the bank shall be carried over to the next succeeding school year.

E. Paid days of absence received through withdrawal of hours from the sick leave bank shall be based on the hourly rate for the individual participant for the applicable school year. Participation of part-time teachers shall be on a pro rata basis.

F. Upon request of the Association (not more often than every other month), the Business Manager shall report the status of the bank, including the balance of hours in the bank.

ELIGIBILITY

This bank is for the protection of individual participating teachers during a long-term extended illness or disability of the teacher, spouse, children, children going through the adoption process, and those falling under the legal guardianship of participating teachers (as defined by the courts or the legal system). Upon approval of the application by the administrative committee, the teacher may draw up to 248 hours of sick leave from the bank. If an extended illness carries over to the next school year, the employee must use his/her sick leave for that year before drawing from the sick leave bank.

Teachers may also draw up to 6 weeks (186 hours) of sick leave from the bank for leave that also qualifies for leave (other than intermittent) under the Family and Medical Leave Act.

ADMINISTRATION OF THE SICK LEAVE BANK

Administration of the bank will be handled by a committee of the Business Manager and two (2) participating teachers appointed by the Association. All requests for use of the bank must be submitted in writing to the Business Manager, which will then be forwarded to the committee for a decision. In the case of a less than unanimous vote amongst the committee, the Business Manager will make the final decision regarding eligibility for sick bank leave.

Participating teachers will be entitled to draw from the bank provided the following conditions are met:

1. The teacher has used all his/her personal accumulated sick leave hours and personal leave hours.

2. The request is supported by a written statement from the teacher's medical physician. The absence for which bank days are requested must be of such a nature that absence is unavoidable during the school year and absence from duties is necessitated. Should loss of pay inadvertently occur through late notification, such loss shall be restored in the next pay period following approval of the request for use of bank hours.

3. The teacher has been absent from regularly assigned duties for more than four (4) work days in a consecutive twenty-one (21) day period in connection with the same illness or disability.

4. 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 administrative committee that said teacher has applied for benefits from Worker's Compensation. After said teachers' accumulated sick leave hours and personal leave hours have been used up, 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 teacher's salary minus payroll deductions. The maximum withdrawal from the sick leave bank for a long-term extended illness or disability will be the equivalent of 248 hours sick leave.

The maximum withdrawal for pregnancy/maternity leave will be the equivalent of 6 weeks (186 hours), less the teachers accumulated personal and sick leave hours per bullet number one under Administration of the Sick Leave Bank.

8-3. Sharing Sick Leave

If a staff member has run out of sick leave and personal leave, and is not eligible for the sick bank, they may receive up to 62 hours sick leave from another staff member or members. The staff member receiving sick leave may not carry any shared leave over to the following school year. The staff member's need for sick leave must be supported by a written statement from the staff member's medical provider.

8-4. Professional Leave

At the discretion of the Board of Education and superintendent, teachers may be allowed professional leave to attend workshops, national and state meetings representing the Edgemont School, or serving as members of committees for those meetings.

1. Substitutes shall be provided by the district.
2. Transportation may be provided by the district.
3. Housing and meals may be provided by the district.

8-5. Jury Leave

Any teacher called for jury duty during school hours, or who is subpoenaed to testify in a hearing during school hours in a matter in which he is not a named party, shall be granted leave with pay for the days or parts of days such absence is required. (Any per diem, excluding mileage, received for jury duty or the designated subpoenaed absence shall be turned over to the school district.) Such teacher shall notify the superintendent at least 24 hours in advance, or as early as the teacher knows, of the necessity for taking jury leave.

8-6. Compassionate Leave

Up to thirty-one (31) hours of compassionate leave without loss of pay will be allowed when a death occurs in the immediate family of the employee or the employee's spouse. Immediate family for compassionate leave purposes includes spouse, parents, children, grandparents, sisters, or brothers. Fifteen and one-half (15.5) hours of the above thirty-one(31) hours of compassionate leave may be used at the teacher's discretion for cases not covered by the above.

8-7. Personal Leave

Teachers will be granted fifteen and one-half (15.5) hours of personal leave per person without pay deduction. Personal Leave may be accumulated up to thirty-eight and three-quarter (38.75) hours. Teachers may request in writing to the business office to be paid for any personal leave. Payout will be based on 110% of the teacher's daily rate of pay by taking their annual contract salary divided by the total contract days per the school calendar. This request must be received between September 1st and June 1st of the contract year. Teachers may not take personal leave during the first week or the last two weeks of the school year, the last week of the first semester or the first week of the second semester, or the day before or the day after regular vacation days, and in-service days. Personal leave shall be discouraged during teacher workdays. Teachers may request waivers of this rule from their building principal..

1. To qualify for personal leave, it is the individual's responsibility to obtain approval from building principal. Request for personal leave shall be submitted in writing 48 hours in advance so that arrangements can be made, except in an emergency situation. Such arrangements shall include adequate preplanning for the satisfactory continuation of his/her responsibilities by his/her substitute.

2. Additional unpaid leave may be granted by the superintendent.

8-8. Leave of Absence

At the discretion of the Board of Education, a leave of absence of up to two years without pay may be granted to an employee. While on leave, a teacher shall have the option to remain an

active participant in the state teachers retirement system and insurance program of the school district by paying the entire amount which would have been otherwise paid by the teacher and the school district. No seniority rights will accrue during the leave of absence.

8-9. In-Service Committee
An in-service committee policy will be developed by the Board of Education. This policy should establish a committee consisting of the administration and three teachers. The purpose of this in-service committee will be to select a candidate or area to fulfill the in-service program. Final approval on the committee's recommendation shall rest with the Board of Education.

8-10. Issuing of Contracts
Teaching contracts for the next school year will be issued on a date determined by the Board, which date shall not be before March 20. If such contracts are not signed and returned to the superintendent's office within fifteen calendar days of receipt by the teacher, the offer created is deemed to be rejected.

8-11. Revision of Teacher Evaluation Policy
Certified staff will be evaluated using the Charlotte Danielson evaluation tool referred to as "Framework for Teaching" with meeting the requirements set by the South Dakota Department of Education. Should the need arise for a review and evaluation of the district's existing evaluation policy, a committee of teachers, administrators, and Board members shall be formed to carry out such a task and to make recommendations to the Board of Education.

ARTICLE IX

Release of Certified Teacher's Contract Agreement

The Board of Education considers employment contracts with its employees to be binding legal documents with significant legal, moral, and ethical obligations to both parties. In consideration of these obligations, the following addendum to the negotiated agreement has been adopted:

1. The Board of Education may approve the release of an individual from an employment contract when it is mutually agreeable between the Board of Education and the teacher requesting release and when such release is clearly in the best interest of the district and said teacher.
2. The provisions of paragraph 1 notwithstanding, a teacher requesting release from an employment contract for health reasons based upon the advice of a physician or other appropriate medical professional, shall be released from the contract by the Board of Education; provided, however, the Board of Education has the right, prior to release, to require the teacher to submit to the Board a written report signed by the attending physician or other appropriate medical professional wherein said physician or medical professional advises the teacher not to fulfill the teaching duties. The written report contemplated by this section need not reveal the specific nature of the medical problem experienced by the teacher nor does it need to reveal any other confidential health matters concerning the teacher. It is sufficient if the written report signed by the physician or

other appropriate medical professional merely states that in his or her opinion, the teacher should not perform the duties of the teaching contract.

3. The request to be released from the contract shall be made in writing by the teacher and shall be delivered in person or by mail to the school district office. For purposes of the following liquidated damages schedule, the damages shall correspond to the effective date of the request for release as opposed to the date which the Board of Education actually approves the release. The effective date of the request for release is hereby defined as the date when the school district actually receives the written request for release and the date upon which the school district receives the payment for the required liquidated damages. In other words, a written request for release of contract shall not become effective unless and until the liquidated damages payment is tendered to the school district. The Board may waive these damages in its discretion.

Liquidated Damages Schedule

Date of Release	Fee
May 15 - May 31	$1,500.00
June 1 - June 30	$2,000.00
July 1 - July 31	$3,000.00
August 1 - through end of contract school year	$6,000.00

Teachers who submit their resignation for the following contract year prior to March 1 will be compensated with a one-time payment of $250 in recognition of the additional flexibility they provide the District in finding their replacement.

ARTICLE X

10-1. Teachers with credits documented and approved by the Superintendent which have not been compensated before and were earned under the 2026-2027 Agreement will be compensated up to a total of 9 credits at $100 per credit on top of their salary. The course work must be within the teacher's area of academic certification or, with the approval of the superintendent, can be in an educationally related area.

Proof of these hours must be delivered to the Superintendent by July 1, 2027, to be reviewed for approval and, if approved, for compensation under this Agreement. The Board will not compensate for these credits once a staff member reaches either a Bachelor of Science plus 40 or a Masters plus 20. Transcripts must be furnished to the Business Office no later than the last working day in August 2027 for payment to be compensated.

10-2. If the District requires a certified staff to receive an additional endorsement, the District will pay the cost of all necessary courses and exams.

ARTICLE XI

Grievance Procedure

SECTION I

Definitions:

A. A grievance is a complaint by a person or group of persons employed by the Edgemont School District #23-1, made either individually or by a duly authorized and recognized employee association through its representative, that there has been a violation, misinterpretation of inequitable application of any existing agreement, contract, policy, rule, practice or procedure of the School Board that requires collective bargaining under the law. Disputes regarding any agreement, contract, policy, rule, practice, or procedure of the School Board that are not issues subject to mandatory collective bargaining are not subject to the grievance process (e.g. allegations of inequitable student discipline, dress code violation allegations).
B. An "aggrieved person" is the person or group of persons making the claim.
C. "Board" means the School Board of the district.
D. "Days" shall mean work days unless otherwise specified.

SECTION II

Purpose:

a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the District and to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

b. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

SECTION III

Procedure:

A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.

B. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the Article.

C. If an employee does not file a grievance in writing with the principal or other supervisor within thirty calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.

D. A supply of the grievance forms shall be on file with the building principal, and/or the immediate supervisor.

SECTION IV

Informal Procedures:

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

SECTION V

Formal Procedures:

LEVEL ONE - School Principal, Immediate Supervisor, or Other Administrator

A. If an aggrieved person is not satisfied with the disposition of his problem through informal procedures, he/she shall submit his claim in writing within seven calendar days of the discussion with the supervisor, principal, or other administrator under Section IV.

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

C. An employee who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator or supervisor to whom he/she is directly responsible and such administrator shall carry out the aforementioned responsibilities the same as a principal.

D. The recipient of the grievance under Paragraph B will, within seven (7) calendar days, shall render his/her decision in writing to the aggrieved person.

LEVEL TWO - Superintendent of Schools

A. If an aggrieved person is not satisfied with the decision concerning his/her alleged grievance at Level One, he/she may, within three (3) days after the decision is rendered, or within seven calendar (7) days after the expiration of the time for a decision in Level 1, Paragraph C, file his/her alleged grievance with the Superintendent of Schools.

B. The Superintendent of Schools or his/her designee within seven (7) calendar days from the receipt of the written grievance shall meet with the aggrieved person for the purpose of resolving the grievance. The principal or appropriate administrator who was involved at Level One shall be notified and shall have the option of attending the meeting. Arguments and documentation of all parties shall be made in writing at the Level Two hearing and copies thereof shall be given to the Superintendent and the grievant. The Superintendent shall, within seven (7) calendar days after this meeting, render his/her decision in writing to the aggrieved person, the supervisor and the principal or other administrator.

LEVEL THREE - Board of Education

A. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, he/she shall within seven (7) days after receipt of the decision or seven (7) calendardays after the expiration of the time period in Level Two, Paragraph B for the Superintendent's written decision to be submitted, thereafter transmit an appeal by letter to the president of Board with a statement of reasons why it is being appealed.

B. At the next regular meeting, the Board (or its designated agent) shall consider the grievance. The Board may make a decision regarding the grievance at this meeting or may decide to conduct further investigations. If an investigation occurs, the Board will render a decision in writing following the next regular meeting. The Board may also hold a special meeting to decide the grievance. The written decision must be delivered to the aggrieved party within 45 days of the submission of their appeal.

LEVEL FOUR

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

LEVEL FIVE

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

SECTION VI

Miscellaneous:

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

B. Students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.

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

D. If, in the judgment of the employee association, a grievance affects a group or class of employees, the association may

E. submit such grievance in writing to the superintendent directly and the processing of such a grievance shall be commenced at Level II. The employee association shall designate not more than two spokespersons for the association in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee association shall not be permitted to file or process a grievance with respect to an incident of occurrence on which an employee or group has already initiated a grievance.

F. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this Grievance Procedure. The vote on the Board's decision on Level III grievances shall be made in open session.

G. When it is necessary for a party or parties in interest to attend a board meeting or a hearing called during the working day, the Superintendent's office shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

H. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties. The Board may, but is not required, to appoint an outside hearing officer for this process.

APPENDIX A

Request for Settlement of Grievance

LEVEL ONE

(To be Completed by Aggrieved Person)

Date of Presentation to Principal:

Name of Aggrieved Person:

Home Address:

School:

Principal:

NATURE OF GRIEVANCE:

SETTLEMENT REQUESTED (with rationale):

Signed _____
Aggrieved Person

Reply to LEVEL ONE Grievance

Date Reply Sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of Presentation of Grievance to Principal:

Reply of Principal with Rationale:

Signed _____
Principal

Request for Settlement of Grievance

LEVEL TWO

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

Date of Presentation to Superintendent:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply to LEVEL ONE Grievance:

STATE REASONS FOR SUBMISSION OF GRIEVANCE TO LEVEL TWO:

SETTLEMENT REQUESTED (with rationale):

Signed _____
Aggrieved Person

Reply to LEVEL TWO Grievance

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

Date Reply Sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of Submission of Grievance to Superintendent:

Decision of Superintendent with Rationale:

Signed _____
Superintendent

Request for Settlement of Grievance

LEVEL THREE

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

Date of Submission to Business Manager:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply of Superintendent to LEVEL TWO Grievance:

STATE REASON FOR SUBMISSION OF GRIEVANCE TO LEVEL THREE:

SETTLEMENT REQUESTED (with rationale):

Signed _____
Aggrieved Person

Reply to LEVEL THREE Grievance

LEVEL THREE

Date Reply Sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of Submission of Grievance to Business Manager -
LEVEL THREE:

Date of hearing with School Board:

Decision of the School Board with Rationale:

Signed _____
President of Board

Withdrawal of Grievance

Date of Withdrawal:

Name of Aggrieved Person:

Home Address:

School:

Present LEVEL of Grievance (check one):

_____ LEVEL ONE

_____ LEVEL TWO

_____ LEVEL THREE

Date on which Grievance was submitted at this Level:

Brief Description of Nature of Grievance:

REQUEST FOR WITHDRAWAL

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

Signed _____
Aggrieved Person