CERTIFIED
MASTER CONTRACT

BETWEEN THE
HOT SPRINGS EDUCATION ASSOCIATION
AND THE
HOT SPRINGS BOARD OF EDUCATION

Hot Springs School District 23-2
Hot Springs, SD SY 26-27

Contents

ARTICLE I: RECOGNITION AND NEGOTIATIONS 5

A. PURPOSE AND ACKNOWLEDGEMENTS: 5

B. RECOGNITION: 5

C. REPRESENTATION: 5

D. AREAS OF NEGOTIATION: 5

E. PROCEDURES: 6

F. RATIFICATION: 6

G. COMMUNICATION: 6

H. MEETINGS: 6

I. SCHOOL MAIL: 7

J. CONFORMITYTOLAW: 7

ARTICLE II: GRIEVANCE PROCEDURE 8

A. DEFINITION 8

B. PURPOSE 8

C. PROCEDURE 8

D. RIGHTS OF PROFESSIONAL STAFF TO REPRESENTATION: 9

E. MISCELLANEOUS: 9

ARTICLE III: INSURANCE 10

ARTICLE IV: PAYROLL 11

ARTICLE V: IN-SERVICE TRAINING (FY25) 12

ARTICLE VI: LEAVE AND CONTINUING EDUCATION POLICIES 13

A. SICK LEAVE: 13

B. ATTENDANCE AT CONTINUING EDUCATION OR ABSENCE FOR SCHOOL BUSINESS: 13

C. PERSONAL BUSINESS LEAVE: 14

D. EARNED PERSONAL LEAVE: 14

E. MATERNITY *IP*ATERNITY LEAVE: 14

F. FAMILY AND MEDICAL LEAVE ACT

G. LEAVE OF ABSENCE TO SERVE IN PUBLIC OFFICE: 15

H. CIVIC RESPONSIBILITY LEAVE: 15

I. LEAVE OF ABSENCE: 15

ARTICLE VII: WORKING CONDITIONS 17

A. MEETINGS: 17

B. WORKDAY: 17

C. DUTY FREE NOON PERIOD: 17

D. OUTSIDE PLAYGROUND DUTY: 17

E. SPECIAL PROJECTS: 17

F. ASSIGNMENTS: 17

G. EVALUATIONS: 18

H. CONTRACTS: 18
I. VACANCIES: 19
J. PLANNING TIME: 19
K. JOB DUTIES ASSIGNED DURING PLANNING TIME: 19

ARTICLE VIII: REDUCTION OR REALIGNMENT OF STAFF 20
APPENDIX "A" HIRING SCHEDULE 21
APPENDIX "B" TEACHER CONTRACT AGREEMENT 22
APPENDIX "C" EXTRA DUTY SCHEUDULE 23
APPENDIX "D" EXTRA DUTY NON-ATHLETIC **24**
APPENDIX "E" EXTRA-CURRICULAR SCHEDULE 25
APPENDIX "F" EVALUATION 26

APPENDIX "G" GRIEVANCE FORM Certified Staff 27
APPENDIX H "FAMILY AND MEDICAL LEAVE ACT" 29
ESL DONATION FOR EMERGENCY ASSISTANCE 31
REQUEST FOR EMERGENCY MEDICAL ASSISTANCE 32

MASTER CONTRACT
WITNESSED

WHEREAS, upon the completion of negotiations, the parties have reached agreement on the items contained in this contract. This Master Contract is a one-year agreement with no economic or non-economic openers by and between the Board of Education of Hot Springs School District 23-2, of Hot Springs, South Dakota, hereinafter called the "BOARD", and the Hot Springs Education Association, hereinafter called the "ASSOCIATION".

The provisions of this Master Contract shall continue and remain in full force and effect as binding on the parties until the first day of August **2026.** If a new and substitute agreement has not been entered into prior to August 1, **2026,** the terms of this Master Contract shall continue in full force and effect until such substitute agreement is adopted, which shall then be fully retroactive to August 1, **2026.**

This agreement shall be effective as of the commencement of the **2026-2027** school year. If either party desires to amend this agreement for the **2026-2027** school year, such party shall give written notice to the other party no sooner than **January 20, 2027,** and no later than **February 15, 2027.** Negotiations shall then commence and proceed as mutually agreed to by the parties, sixteen (16) school days after written notice is given at the earliest. All negotiations shall be governed by the provisions of SDCL 3-18.

DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, all of the parties hereto have caused this Master Contract to be signed by their respective presidents and attested to by their respective secretaries all on the day and written thereunder.

Hot Springs Board of Education

By: _____
President

Attest: _____
Witness

Date: _____

Hot Springs Education Association

By: _____
Chief Certified Negotiator

Attest: _____
Witness

Date: _____

Ratified .....

ARTICLE I: RECOGNITION AND NEGOTIATIONS

A. PURPOSE AND ACKNOWLEDGEMENTS:

This Agreement is formulated to strengthen the education program of the Hot Springs Public

Schools and the bond of cooperation between the Board of Education and the Professional Staff. To this end, it is acknowledged:

That the welfare of children will be given first consideration;

The improvement of educational opportunities for boys and girls in the Hot Springs Public Schools is paramount;

That attainment of the educational objectives of the Hot Springs Public Schools requires mutual understanding and cooperation between the Board of Education and the Professional Teaching Personnel, free and open exchange of views being desirable and necessary.

That the Board of Education has the legal responsibility for operation of the public schools and is capable of carrying out the terms of this Agreement;

That the Hot Springs Education Association is a professional organization capable of carrying out the terms of this Agreement;

That the members of the Board of Education, Administration, and the Hot Springs Education Association have specified roles and specific responsibilities inherent by the nature of their position;

That the professional negotiations will be conducted in good faith and on the highest professional level of ethical conduct;

That teaching is a profession requiring specialized qualifications and that the success of the educational program in the school district depends upon the maximum utilization of the abilities of professional staff in an atmosphere of mutual respect and professional dignity;

And, that Section 2 of Article VI of the South Dakota Constitution reads "No person shall be deprived of life, liberty, or property without due process of law. The rights of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization.

B. RECOGNITION:

The Board of Education of Hot Springs School District 23-2, hereinafter referred to as the BOARD, recognizes the Hot Springs Education Association, hereinafter referred to as the ASSOCIATION, as the exclusive official representatives and bargaining unit of certified and classified staff of the district for the purpose of negotiations. The contract negotiations for certified staff and classified staff will take place at the same time and place with the Board. Professional staff must be certified by the State of South Dakota Department of Education to teach.

C. REPRESENTATION:

The BOARD and the ASSOCIATION will select their own representatives for negotiations. Protocol/Ground Rules will be written and agreed upon prior to negotiations.

D. AREAS OF NEGOTIATION:

1. The negotiators for the BOARD and the negotiators for the ASSOCIATION shall meet at such times as provided herein and negotiate with respect to rates of pay, wages, hours of employment and other conditions of employment in accordance with the provisions of SDCL 3-18.

2. The responsibility of the BOARD in determining and carrying out policies for the school district as elected representatives shall not be changed or infringed in any manner by this agreement.

E. PROCEDURES:

1. Directing Requests

Requests for meeting with representatives of the ASSOCIATION will be made for the BOARD by the Superintendent of Schools and will be directed to the President of the ASSOCIATION.

Requests for meeting with representatives of the BOARD will be made for the ASSOCIATION by the Negotiation Representatives of the ASSOCIATION and will be directed to the Superintendent of Schools as the representative of the BOARD.

2. Meetings

A meeting of the Negotiations Committee consisting of representatives of the BOARD and the ASSOCIATION shall be set within sixteen (16) school days after a written request is received from either the Superintendent of Schools, representing the BOARD, or the Negotiation Representatives of the ASSOCIATION. Such meetings shall be held at a mutually agreed location, time, and date.

The Representatives appointed by each party shall have power to negotiate for that party and make tentative agreements. However, final agreement shall be contingent upon ratification by the BOARD and by the ASSOCIATION.

F. RATIFICATION:

1. Upon tentative agreement between the parties, all items of agreement shall be reduced to writing and submitted to the BOARD and the ASSOCIATION for ratification.

2. Upon ratification by the parties, a mutually acceptable written Master Contract shall be signed by the President of the BOARD and the President of the ASSOCIATION. Said Master Contract shall then be binding upon the parties for its duration.

3. There shall be three (3) signed copies of any final Master Contract. One (1) copy shall be retained by the BOARD, one (1) copy by the ASSOCIATION and one (1) copy by the Superintendent.

4. Within thirty (30) calendar days after ratification by both parties the BOARD will provide access to each professional staff member in the system an approved copy of the Master Contract in electronic format.

G. COMMUNICATION:

Members of the ASSOCIATION will be permitted to discuss and transact association business on school property at reasonable times. This shall not interfere with nor interrupt normal school operations. Prior notice shall be given to the building principal if any special arrangements have to be made in order to transact association business on school property. A bulletin board, located in staff lounges, will be made available for use by the ASSOCIATION.

H. MEETINGS:

The ASSOCIATION and its representatives shall have the right to use school facilities for meetings beyond the established school day provided that when such usage requires extra utility costs and custodial service, the BOARD may make a reasonable charge thereof. The charge, if any, shall be clearly stated at the time arrangements are made, and shall conform to BOARD policy with regard to use of the facilities by civic groups. Such use shall not interfere with the school program. Scheduling of the facilities shall be arranged by the district office.

I. SCHOOL MAIL:

The ASSOCIATION shall have the right to use, except for personal use, inter-school mail facilities, school mailboxes, and email as long as Inter-school mail facilities, school mailboxes, and email may not be used for the distribution of materials which endorse the election of one political candidate over another. However, the ASSOCIATION shall be allowed to distribute such information by other methods provided each distribution is aimed at ASSOCIATION members and does not use the school mail facilities.

J. CONFORMITY TO LAW:

Negotiations between the BOARD and the ASSOCIATION shall be governed by the provisions of SDCL 3-18 as they now exist or as they may be changed from time to time by the legislative and judicial process.

If any provisions of the Master Contract or any application of the Master Contract to any professional staff member or group of professional staff be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In that event, the parties to this Master Contract shall meet immediately and negotiate a substitute provision.

ARTICLE II: GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a claim by a professional staff member or a group of professional staff that there has been a violation, misinterpretation, or inequitable application of an existing agreement, contract, policy, rule or regulation of the Board of Education as they apply to conditions of employment.

B. PURPOSE

1. 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 affecting the welfare of terms or conditions of employment of professional staff. 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 professional staff member from having a grievance adjusted without the intervention of the ASSOCIATION, provided that the adjustment is consistent with terms of this agreement, and that the ASSOCIATION has been given the opportunity to be present at such adjustment and to state its view. The ASSOCIATION Grievance Committee Chairperson will receive from the superintendent a summary of the findings in the grievance settlement.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of working days indicated at each level should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be extended in writing by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.
3. In the absence of extenuating circumstances, the professional staff member filing the grievance will initiate the process within sixteen (16) working days of his/her awareness of the incident or action precipitating the grievance.
4. A professional staff member, a group of professional staff, or the ASSOCIATION with a grievance shall first discuss it with his/her principal or immediate supervisor with the objective of resolving the matter informally.
5. Formal Steps (Levels)
    a. Level I: If the grievance remains unresolved at the informal level, the professional staff member may first file his/her grievance with the immediate supervisor within ten (10) working days of the occurrence of the event being grieved. Within five (5) working days after receiving the grievance, the immediate supervisor will render his/her decision. The professional staff member shall state the policy which is being violated, misinterpreted, or inequitably applied and the remedy sought. Forms for submitting grievances will be provided by the District.
    b. Level II: If the grievant is not satisfied with the decision at Level I, he/she may file the grievance with the superintendent within five (5) working days after the decision was rendered at Level I. The superintendent will meet with the grievant within five (5) working days of receiving the grievance. The superintendent shall render his/her decision within five (5) working days after the meeting.
    c. Level III: If the grievance remains unresolved at Level II, the grievant may file the grievance with the BOARD President or designee within five (5) working days of the superintendent's decision. Member or members of the BOARD and any representatives of the BOARD will meet with the grievant within five (5) working days of receiving the grievance. The BOARD shall render its decision within five (5) working days after its next regular meeting.
    d. Level IV: If the grievance remains unresolved, the grievant may appeal the BOARD'S decision to the Division of Labor and Management, South Dakota Department of Labor for resolution, whose decision shall be binding on both parties, unless appealed pursuant to state law.

D. RIGHTS OF PROFESSIONAL STAFF TO REPRESENTATION:

1. Any party in interest may be represented at all stages of grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the ASSOCIATION
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 ASSOCIATION, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS:

1. If, in the judgment of the ASSOCIATION, a grievance affects a group or class of professional staff, the ASSOCIATION Grievance Committee Chairperson may submit such grievance in writing to the superintendent directly and the processing of such grievance through all levels of the grievance procedure even though some aggrieved persons do 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. 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.

4. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the ASSOCIATION and given appropriate distribution so as to facilitate operation of the grievance procedure.

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 Superintendent's 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, if requested to the aggrieved person and his/her representatives all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

7. All time limits expressed herein consist of working days. Failure of the grievant to comply with time limits will constitute a withdrawal of the grievance. Failure of the District to comply with time limits will constitute a settlement of the grievance in accordance with the requested remedy.

8. The grievant may request a conference with the appropriate supervisor, superintendent or BOARD at Levels I, II, or III. If such a conference is requested, a date shall be set for the conference within five (5) working days of the request. The time period for the district to respond to the grievance will commence after the conference is held.

9. Courtesy copies of the grievance decisions at all levels of the formal procedure will be provided the ASSOCIATION through the Grievance Committee Chairperson.

10. Grievance appeals and responses at all formal levels shall be in writing.

ARTICLE III: INSURANCE

A. A nine (9) member committee will be appointed with three (3) members appointed by the BOARD and three (3) members by the ASSOCIATION and three (3) representatives from the support staff. Where local leadership has made good faith efforts to get all representation and no volunteers step up, it should not be construed as a violation of this item. The responsibility of this committee will be to make recommendations to the BOARD in regard to group health insurance carrier and coverage with the group health coverage substantially the same unless otherwise approved by the ASSOCIATION. Bids will be obtained prior to April 15th or as soon as available and there after every three (3) years.

B. The completed recommendation of the committee must be in the business office by May 1 unless extended by mutual agreement of the ASSOCIATION and the BOARD.

C. The district insurance benefits are:

1. Employees choosing the single group health insurance plan shall receive a benefit of $400 per month. A minimum equal to the single premium of the $2000 deductible option must be used to purchase district sponsored group health insurance.
2. Employees selecting the "two party option" shall receive a monthly benefit of $570 to this insurance.
3. Employees selecting the family insurance plan shall receive a monthly benefit of $725 towards this contract.
4. Employees choosing the single group HSA insurance plan receive a benefit of$400 per month with $350 used towards the premium and $50 placed in the Health Savings Account. Employees selecting the "two party option" HSA insurance plan shall receive a monthly benefit of $570 with $470 towards the premium and $100 placed in the Health Savings account.. Employees selecting the family HSA insurance plan shall receive a monthly benefit of $725 with $625 used towards the premium and $100 placed in the Health Savings account.

D. In addition to the above, the BOARD will provide the minimum available amount of term life insurance but not less than $15,000 for each professional staff member working a minimum of 20 hours per week.

E. Coverage of all employees shall be from the first day of the first full month of employments 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 day of the first full month of employment is severed for whatever reason for those professional staff members who complete the school year. Certified staff contracted for .5 FTE per week but not full time receive one-half the insurance benefits spelled out in the Master Contract.

ARTICLE IV: PAYROLL

A. All professional staff members shall receive their salaries over a ten (10) or twelve (12) month pay period. Extracurricular duties may be paid over the twelve (12) month pay period or at the completion of the assignment depending on activity. Head Coaches and advisors may choose between twelve (12) month pay period or completion of the assignment. All staff will be asked to complete an irrevocable election of their choice of pay period prior to the first dollar earned prior to each school year.

B. The hiring schedules for the period August 11, 2026, through August 10, 2026, are attached to this contract as Appendix A.

C. A professional staff member employed for less than full time shall be placed on the hiring schedule according to the provisions of this Article and shall be paid a salary proportionate to the amount of time employed.

D. The BOARD agrees to deduct from the salaries of its employees, dues for membership in the United Teaching Profession (Association, South Dakota Education Association and National Education Association) as said employees individually and voluntarily authorize the BOARD to deduct. Dues Authorized Forms (Appendix F) shall be prepared and signed by the
employee and transmitted to the district office and the ASSOCIATION by the employee.

E. Pursuant to authorizations set forth in Section E, monthly deductions will be made in ten (10) or twelve (12) equal installments commencing with the first payroll in September. For authorizations received after October 1, deductions will be pro-rated over the remaining periods so that all dues will have been deducted by the end of the ten or twelve-month pay period. In the event that the employment of a professional staff member participant in payroll deductions is terminated prior to the end of the contract period, the uncollected amount of the dues shall be deducted from the pay due to the professional staff member. Authorizations must be delivered to the business office not later than the 10th day of the month.

F,. Professional staff members have the responsibility to initiate changes in their deductions.

G. All professional staff members shall have their paychecks deposited into a bank account (savings or checking) via direct deposit during banking hours on or before the 20th and in conjunction with the conditions in Article IV B. The employer will provide each employee with a statement of salary distribution.

I. In the event that an electrical or technology related problem in our accounting system prohibits issuing checks, payment will be made as soon as possible after the planned payment date indicated on the calendar. It is the intent of the District that all employees will be paid at the same time. If a problem occurs prohibiting direct deposit electronically, the certified staff affected by the problem will be notified by noon of pay day.

Ratified .....

ARTICLE V: IN-SERVICE TRAINING

A. The school calendar for the ensuing year will be prepared by the Superintendent and submitted to the Board for approval at the March School Board meeting. The superintendent will ensure that staff has input in the development of the calendar and professional development topics. Input will be provided by administrators, staff members, and at least the ASSOCIATION appointed member.

The calendar set forth days school will be in session including inservice training days. Inservice are systemic activities promoted or directed by the school system that contributes to the professional growth and competence of staff members. Attendance at inservice is as important as attendance at school each day. Staff are expected to attend inservice unless special circumstances are approved at the recommendation of the building administrator and approval of the superintendent. All possible attempts will be made when scheduling inservice to avoid conflicts with extra curricular activities.

B. A committee will be designated and will include a teacher from elementary, middle and high school, representation from classified staff, and community members, and members appointed by the BOARD. Where local leadership has made good faith efforts to get all representation and no volunteers step up, it would not be construed as a violation of this item. The responsibility of this committee will be to make recommendations to the superintendent and Board in regard to the school calendar.

C. The completed recommendation of the committee must be on the March School Board meeting agenda, at the latest, unless extended by mutual agreement of the ASSOCIATION and the BOARD.

D. When the calendar has been approved by the BOARD, the calendar will be posted in each building and provided to each staff member. The calendar will include all in-service dates and times whenever possible.

E. Emergency Changes in In-Service Dates

I. When unforeseen circumstances arise preventing the planned professional development (district or building) from occurring on the scheduled date, staff will be notified of the cancellation and notified of the rescheduled date at the earliest possible opportunity.

2. In the event that serious conflicts result because ofre-scheduling, staff may be excused at the recommendation of the building administrator and the approval of the superintendent.

F. Staff In-Service shall be within the time limits of the professional staff workday in accordance with Article VII, Sections A and B.

G. In-Service days are included in contract. Annual contract shall not exceed 1272 hours. Compensation is included in regular contract pay.

ARTICLE VI: LEAVE AND CONTINUING EDUCATION POLICIES

A. SICK LEAVE:

1. Certified staff will be granted 72 hours-of sick leave, with pay, each year, over and above accumulated sick leave. Unused sick leave shall be accumulated from year to year, up to a maximum of 480 hours. All certified staff hired before the 2026-2027's maximum accumulation of sick leave shall be 700. Eight of these sick leave hours may be used for emergency use, such as if the teacher cannot make it to work on snow days, after which personal leave must be used. The District reserves the right to send a vehicle to provide transportation for staff who are unable to travel to work due to road or weather conditions. Approval of emergency leave requests is at the discretion of the building principal and may be denied at any time. The decision of the principal or supervisor may be appealed to the Superintendent. The decision of the Superintendent on these matters may not be the subject of a grievance. If emergency hours are not used, they remain as part of the staff members' accumulated sick leave. They cannot be saved as emergency leave hours to be carried over to the next school year. Upon separation from the District, sick hours unearned shall be deducted from the final check.

2. Sick leave may be used for those reasons set forth in the Family Medical Leave Act and, in addition, for serious illness or death of someone in the professional staffs immediate family, to be defined as mother, father, dependents, spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchildren, daughter-in-law, son-in-law, aunt, uncle, niece, and nephew.

3. A doctor's note may be requested within one week of return by the employee's direct supervisor if absent for three or more consecutive days.

4. Funeral leave is part of sick leave and up to 16 hours can only be used to attend the funeral(s) when significant travel time is required or other duties such as executor of the estate is required.

5. Emergency Medical Assistance See pages 29, 30, 31.

6. Unpaid Leave
   a) If an employee has exhausted all of their personal leave, sick leave, earned personal leave, they will incur a loss of wages for the time off work unless they use the Emergency Medical Assistance Earned Sick Leave (ESL) Donation Policy. It is not to be assumed that unpaid leave will be approved; the superintendent will approve all applications for leave without pay.

B. ATTENDANCE AT CONTINUING EDUCATION OR ABSENCE FOR SCHOOL BUSINESS:

1. Continuing Education/Professional Development
   a. Attendance at continuing education is attendance at a conference, seminar, workshop or state legislature where the request to do so is initiated by the professional staff member and does not qualify as absence for school business. Attendance at continuing education requires administrative approval. The District will pay the substitute teacher and reasonable expenses, excluding meals, incurred by a professional staff member while on approved attendance and continuing education.
   b. The number of days available for attendance at continuing education will be determined by the budgetary amount provided for in the School District budget adopted by the BOARD.
   c. Professional staff attending continuing education shall receive their regular salary during such absence, provided they remit to the District either an amount equal to the compensation received by them, if any, or their salary received from the District for their absence.

2. School Business
   a. School business is defined as an absence directly associated with and considered a requirement of the position or assignment. School business absence may be attendance at a conference, seminar,

workshop, state legislature, etc., if the professional staff member is directed by the administration to attend such activities. School business absence requires administrative approval. The District will pay the substitute teacher and reasonable expenses incurred by the professional staff member while absent on approved school business.

C. PERSONAL LEAVE:

1. In addition to the Family and Medical Leave provisions as set forth below, professional staff members shall be entitled to 16 hours of personal leave per year. Staff members may also earn up to 16 hours of earned personal leave when they serve in extra duties roles as approved by the building principal, activity director or Superintendent. Approval of personal leave requests is at the discretion of the building principal and may be denied at any time. The Board of Education and the Association discourage personal leave during the first week or last two weeks of the school year. If possible, the request for personal leave shall be given at least five days in advance. The decision of the principal or supervisor may be appealed to the Superintendent. Approval to use Personal Leave the day before and/or the day after a Holiday requires the approval of the Superintendent. The decision of the Superintendent on these matters may not be the subject of a grievance.

2. Any professional staff member who has not used his or her personal leave or earned personal leave at the end of the school year may carry over eight (8) hours of personal leave to the following school year, with a maximum of thirty-two (32) hours of personal leave (FY25). The rest of the unused personal leave shall be compensated by the Board at the equivalent rate as a South Dakota certified substitute teacher (1-5 days) per day per professional staff member. Said compensation shall be paid with the June payroll.

D. DISCRETIONARY LEAVE:

1. Two (2) days per year, from sick leave, shall be available to teachers for discretionary leave. All personal/earned personal days must be depleted before discretionary leave is granted. A MAXIMUM of five (5) personal, earned personal, and discretionary leave days per school year can be used. Unused discretionary leave shall return to sick leave and accumulate. Approval of discretionary leave requests is subject to the discretion of the building principal and can be denied at any time. Discretionary leave requests must be submitted three (3) working days before the requested leave.

E. EARNED PERSONAL LEAVE:

2. Full time staff (1.0 FTE) of Hot Springs Schools may earn up to two (2) extra personal days, and staff members who are employed at a minimum of halftime (.5 FTE) shall have the opportunity to earn one (1) extra day of personal leave, (beyond those days provided contractually), by working at activities sponsored by the school district. Earned Personal Leave must be earned prior to using the leave unless special circumstances are approved at the recommendation of the building administrator and approval by the superintendent.

3. Staff members may sign up for earned personal leave with the Activities Director. The staff member will be responsible for working days they have selected. If the staff member experiences a schedule conflict, that staff member will be responsible to find a replacement and to inform the Activities Director of the change. Personal Leave hours are earned on a 3:2 ratio. Three hours of activity work will earn two hours of personal leave, with a minimum of one-half hour for each event, to a maximum of two (2) days extra personal leave for those at (1.0 FTE), and one (1) days extra personal leave for those at (.5-1.0 FTE) except in special cases as approved by the Superintendent as explained above.

4. EPL may also be earned through substitute teaching. The hours will be tracked using an EPL tracking document turned into Central Office on the 10th of every month. Secondary teachers may earn EPL by substitute teaching during their planning period at a ratio of3:2. EPL. Substitute teaching at the secondary level only applies to duty-free planning hour. Elementary teachers may earn EPL when splitting class for 50% of time classes are split, minimum of 1 hour. (FY25)

F. MATERNITY *IP*ATERNITY LEAVE:

1. Any disabilities caused or contributed by pregnancy, child birth or related medical conditions, for all job related purposes will be treated the same as any illness, injury, physical or mental condition that causes

the professional staff member to be incapable of performing his/her essential job function. A pregnant professional staff member will be able to work prior to the birth, so long as she is able to perform the major functions necessary to the job assigned to her or until such time as her physician requests that she take leave.

2. The last day of employment and the date of return from the leave will be determined jointly by the professional staff member and principal, and they shall make a recommendation to the Superintendent for appropriate action. Maternity/Paternity leave shall be in conjunction with FMLA guidelines up to 12 weeks.
3. If the maternity/paternity leave is for one semester or less, the professional staff member will be granted an increment step on the salary schedule the following year. If the leave is for longer than one semester, no increment will be granted.

G. LEAVE OF ABSENCE TO SERVE IN PUBLIC OFFICE:

1. Professional staff shall be eligible for a leave of absence with pay (after deductions for personnel replacement costs) to serve in an appointive or elective public office. Applications for such leave must be submitted at least forty-five (45) calendar days prior to the commencement of the period for which such leave is sought.

H. CIVIC RESPONSIBILITY LEAVE:

Upon receipt of proof of summons for State or Federal witness or jury service, a professional staff member will receive regular salary or witness or jury fee per diem, whichever daily rate is the greater, and the District shall retain the lesser amount. The professional staff member shall retain mileage, subsistence and per diem for Saturday jury or witness service.

I. LEAVE OF ABSENCE:

1. Leave of absence for a professional staff member who has been employed by the Hot Springs School District for seven (7) consecutive years (including any leave under the FMLA) may be granted subject to the following guidelines:
   a. Application shall be made to the BOARD by February 15th of the school year preceding the leave. The granting of such leave will be contingent upon finding a suitable replacement.
   b. Such leave may be granted for a period not to exceed one school year.
   c. The leave shall be without pay.
   d. No more than three full-time professional staff members shall be granted leave in any one school year.
   e. While on leave, the professional staff member shall have the option to remain an active participant in the district's insurance program by so requesting. The staff member shall contribute the amount he/she and the District would have been required to contribute if the person were actively employed. The provisions of this paragraph shall be contingent upon agreement by the insurance companies with the approval of the insurance carrier.
   e. Upon return from leave, the grantee shall be restored to his/her former position or another position he/she is certified to teach.
   If a change in position is desired, the staff member may apply for any opening for which he/she is certified. The professional staff member on leave must notify the Board by the third Monday in March of his/her intent to return.
   f. All benefits to which the professional staff member was entitled at the time his/her leave of absence commenced shall be restored to the professional staff member upon his/her return.

Ratified .....

ARTICLE VII: WORKING CONDITIONS

A. MEETINGS:

Participation in faculty or parent meetings outside of the typical assigned workday will be required. Attendance at meetings with parents is an expected professional and public relations responsibility. Administrators should notify professional staff of such meetings at least seven (7) days in advance for faculty meetings whenever possible, except in emergencies. Parent and/or student meetings should not be scheduled with less than 24 hours' notice unless there is an urgent or unique need.

1. Meetings outside of the workday that are scheduled for assigned committee work, as approved by the building principal, will be paid at the Special Projects Pay rate of $28.00/hour (i.e.Building Leadership Team meetings)

B. WORKDAY:

"Workday" will be eight (8) hours excluding the "duty free noon period" and will normally be between the hours of 7:00 a.m. and 5:00 p.m. as determined by the Board of Education. Upon mutual consent of the administration and the staff member, the staff member's workday may be altered to accommodate responsibilities.

C. DUTY FREE NOON PERIOD:

All professional staff shall be granted a duty-free uninterrupted lunch period consisting of thirty (30) minutes except that in case of emergency, the building principal may request a professional staff to perform duties which fall within the thirty (30) minute period.

D. OUTSIDE PLAYGROUND DUTY:

Building principals will make an effort to employ aides in order to relieve professional staff of playground duty.

E. SPECIAL PROJECTS:

Certified staff shall receive payment at the rate of $28.00 per hour for special projects outside of the school day. Such projects shall be initiated by submission of a Request for Proposal to the building principal for initial approval and recommendation to the school superintendent, who will make the final decision.

1. All special projects, vouchers, extra pay forms, etc. that are not turned into the Business Office within 30 days from the date of the event will not be paid to the staff member. All pay forms from the month of May are due by May 31st to the Business Office. Any summer school voucher'forms are due within 2 days of the last day of summer school to the Administration office.

F. ASSIGNMENTS:

1. Notice of assignments - Notification of assignment (building, grade level, and subject) shall be provided to each professional staff currently employed no later than July 1st. This assignment may be changed only due to emergency situations. Examples of emergencies are not limited to death, serious illness or resignation of a professional staff, inability to fill a vacancy, curricular revision, or fluctuation in the number of students enrolled in the class/grade.

2. Extra Duty Assignment
   a. Extra duty assignments will be according to Appendix "C", "D" & "E" Extra Duty.

      1) Professional staff who volunteers for an extra duty may be released from the responsibility upon request after one year without jeopardizing their teaching position.
      2) Professional staff desiring to be released from extra duty assignment but remain in the system as professional staff member must notify the superintendent prior to March 1st. Failure to give notice shall indicate a willingness to accept the same extra duty assignment if the BOARD chooses to make the offer.
      3) The second consecutive resignation from a position would release the staff member from that obligation. The Administration and the Board shall work diligently with the staff to see that extra-curricular assignments are equitably made and are given to those staff members who wish the same. If no one wishes a particular assignment, all efforts will be made to find a qualified replacement including members of the public; however, if a replacement cannot be found prior to the commencement of the activity, the assignment will be made at the discretion of the Administration.
      4) Salaries for extra duty contracts will be calculated according to Appendix "C". If the staff member leaves the sport for another sport they have never coached, that staff member begins at the entry level for that sport; however, if they return to the sport in which they have experience, they receive their experience in that sport. If a break of coaching exists, the coach will return to their previous experience level within that sport.

         Head Coach or Supervisor -
         May bring up to 8 years prior head coaching or supervisory in same activity experience with them. May bring up to 1/2 of prior years coaching or supervising experience less than head coach in the same sport (total of prior year coaching cannot exceed 8 years to bring into the district). Head coach moving to lesser position in the district and later returning to head coach will retain all earned years' experience.
         Less than head coach or supervisor -
         May bring up to 8 years prior experience in same sport with them.

      5) All first-year non-staff members will be compensated at step #1 on Appendix "E". All non-staff coaches will move up 1 step with each additional year of coaching in that sport or activity. Extracurricular salaries will be based on this schedule: $35,000.

      6) A staff or non-staff member can annually negotiate a lesser salary to prevent the elimination of an activity.

G. EVALUATIONS:

1. Members of the Unit as defined in Article I shall be evaluated according to the provisions of the Evaluation Policy for Hot Springs School System, Appendix "F" of this Master Contract.

2. To keep the best possible relationships between administrators and staff, an employee will not be supervised and/or evaluated by his or her spouse.

H. CONTRACTS:

1. Individual contracts for professional staff employed by the Hot Springs School District 23-2 and the annual renewal or non-renewal thereof shall be governed by the applicable provisions of South Dakota Codified Law and the policies of the Hot Springs School District.

2. Request for release from contract shall be in writing and directed to the Superintendent of schools and referred by him/her to the BOARD with recommendation. Such requests shall be filed with the Superintendent at least thirty (30) calendar days prior to the requested date of release. In the event the Board of Education finds and contracts with a suitable replacement prior to the expiration of

the thirty (30) calendar day period, the professional staff member may be released from contract at that time. Liquidated damages may be applied based on the contract terms (see "Appendix B) and/or policy. If a contract is terminated prior to completion date, all earnings will be paid out on the next regular payroll date. All benefits will terminate at the end of the month.

3. Instructional Contracts Outside of the School Year: For teaching outside of the regular contract (e.g., Special Education Extended School Year or Summer School), the rate of pay will be based on a per-hour rate equivalent to their contract provided that it has been budgeted.

I. VACANCIES:

1. During the school year the Superintendent or his/her designee shall email or use other forms of notification of any vacancies, including an extra duty contract, which will occur within the school system during the year or will occur during the following year. If the position is to be filled, each such notice shall be posted. Such positions shall not be filled until proper notice has been given. Any professional staff member who desires to apply for any such vacancy may do so by written application to the Superintendent or his/her designee within the period of time stated on the vacancy notice.

2. On or before May 20th, a district vacancy list will be posted. Any current teacher may apply for any vacancies for which he/she is certified. The District will notify certified staff of any summer vacancies occurring after school closure by e-mail. When a new class is created or before assignments of professional staff in the school system are made, written requests for transfer or reassignment to available vacancies will be considered.

J. PLANNING TIME:

All full-time certified staff, including counselors, must receive a daily planning time. Part-time employees will be given a proportionate part of the planning time given to other staff in that building. It may be necessary for counselors to have flexible planning time in order to work around groups or appointments. Planning time will not be used for PLC work.

K. JOB DUTIES ASSIGNED DURING PLANNING TIME:

1. If a full-time certified staff is appointed by their building level principal to sub during their planning period for another teacher, that teacher will receive the Special Projects pay of $28.00 per hour. If a full-time certified staff is appointed by their building level principal to supervise another certified staffs students, they will be compensated at a rate of $55 for a full day and $27.50 for supervision covering 2-4 hours. See Article VI Section D Item 3 for an option to earn EPL for substituting. (FY25)

2. When a teacher is asked by his/her building principal to teach a class during his/her planning period, the employee would be compensated at 12.5% of the current base pay to be paid with the regular monthly paycheck. The staff member retains the right to notify the building principal in writing by December 1st if they wish to terminate this arrangement for the second semester. No penalty shall be incurred, and the staff member will return to their standard salary and planning period schedule for the remainder of the contract year.

ARTICLE VIII: REDUCTION OR REALIGNMENT OF STAFF

Nothing contained in this ARTICLE shall be interpreted as limiting the BOARD'S authority to determine the number of teaching positions in the school district. When the decision to alter the number of positions may result in a reduction in the number of teachers, the following procedure will be utilized in determining which teachers' employment status will be affected by the decision.

A. Reductions will be made through normal attrition (e.g., resignations and retirement).

B. If normal attrition does not satisfy the need, teachers with less than full certification (defined as holder of Authority to Act) in the endorsement area to be Reduced In Force, shall be released first.

C. Teachers who have not achieved continuing contract status will be released next.

D. Teachers who have attained continuing contracts will not be released unless the required reduction is not achieved in A, B, or C above.

E. The criteria for determining staff reductions are certification, seniority, and evaluation. Seniority shall mean the years of continuous service in the District. If two or more teachers are determined by the supervising administrator to be equally certified, the teacher with the least seniority in the Hot Springs School District will be laid off first.

F. In making staff reductions the Board will follow the provisions of applicable law.

G. Any teachers laid off pursuant to this policy shall have recall rights to any position for which he/she is certified for a period of one (1) calendar year from the first day of school following the effective date of such layoff notification. Teachers laid off shall be recalled to available positions in reverse order of their lay off. Laid off teachers shall be notified by certified mail of available positions for which they are certified. Notification will be sent to the teacher's address on file with the Board. It is the teacher's responsibility to maintain a current address with the Board. Failure to respond to such notification within fourteen (14) calendar days of the mailing shall result in the termination of the teacher's right of recall.

H. Teachers laid off by this policy shall not lose their benefits or positions on the salary schedule. However, a teacher will not receive increment credit for time spent on lay-off, nor will such time count toward the fulfillment of continuing contract status. If a teacher refuses a recall notice, he/she surrenders his/her priority for re-employment and thereafter shall be considered a new applicant.

I. Notification of lay-off shall be delivered in writing to the teacher(s) affected not later than April 15th.

APPENDIX "A" HIRING SCHEDULE

HIRING SCHEDULE HOT SPRINGS SCHOOL DISTRICT 2026-2027

Yrs Exp	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45
0	$46,500	$46,900	$47,300	$47,700	$48,100	$48,950	$49,800	$50,650
1	$46,900	$47,300	$47,700	$48,100	$48,500	$49,350	$50,200	$51,050
2	$47,300	$47,700	$48,100	$48,500	$48,900	$49,750	$50,600	$51,450
3	$47,700	$48,100	$48,500	$48,900	$49,300	$50,150	$51,000	$51,850
4	$48,100	$48,500	$48,900	$49,300	$49,700	$50,550	$51,400	$52,250
5	$48,500	$48,900	$49,300	$49,700	$50,100	$50,950	$51,800	$52,650
6	$48,900	$49,300	$49,700	$50,100	$50,500	$51,350	$52,200	$53,050
7	$49,300	$49,700	$50,100	$50,500	$50,900	$51,750	$52,600	$53,450
8					$51,300	$52,150	$53,000	$53,850
9					$51,700	$52,550	$53,400	$54,250

Salary increases may be granted each year and are intended to be maintained from year to year unless specified in the negotiated agreement. Therefore, past and future salaries cannot be calculated based on the hiring schedule.

Lane Changes will be awarded as earned at the amounts listed below:

BA15	$850
BA30	$850
BA45	$850
BA45 to MA	$400
MA15	$850
MA30	$850
MA45	$850

~~**SALARY CAPS (MAXIMUM AMOUNT ELIGIBLE TO BE EARNED)**~~

~~BA~~	~~BA+15~~	~~BA+30~~	~~BA+45~~	~~MA~~	~~MA+15~~	~~MA+30~~	~~MA+45~~
~~$51,075~~	~~$58,425~~	~~$60,525~~	~~$62,100~~	~~$63,675~~	~~$64,725~~	~~$65,775~~	~~$66,850~~

A teacher contemplating a lane change shall notify the superintendent's office of such intent on or before May I of the appropriate year. All credits for a lane change must be graduate level credit. At least half of the credits for the MA+ 15, MA+30, and MA+45 columns must be in the teacher's field (e.g., Science, Language Arts, Math, Fine Arts, Industrial Arts) and state mandated courses will be considered as part of the teacher's field. It is the teacher's responsibility to submit evidence of credits completed for horizontal lane changes by September 10. In the absence of an official transcript, a statement in writing from a college registrar verifying credits earned will be accepted.

Accountability: Due to the new state funding formula and the accountability set forth by the state in order to assure school districts are paying the required money to teachers, the Hot Springs School District may pay teachers additional dollars applied to salary to adhere to the accountability set forth in the new funding formula to stay in compliance with the funding formula. This money will be paid to the teachers without having to reopen negotiations. This may be done in order to stay in compliance with the accountabilities set forth by the state, in the funding formula.

Ratified .....

APPENDIX "B" TEACHER CONTRACT AGREEMENT

HOT SPRINGS SCHOOL DISTRICT 23-2

THIS AGREEMENT, made and entered into this <Date>day of<MONTH>,<YEAR>, by and between ,<NAME>,a duly certified teacher for the State of South Dakota and being a lawful holder of certificate <CERTIFICATE> <NUMBER>, hereinafter designated as "Teacher", and the Board of Education of Hot Springs School District 23-2, Fall River County, South Dakota, hereinafter designated as "District".

WITNESSETH:

That the Teacher agrees to teach in the public schools of the District for a term subject to the school calendar negotiated by the District with the formal bargaining representative, the Hot Springs Education Association. Such services are to be rendered in the capacity of **<POSTION>.**

That the amount of compensation shall be increased in a higher salary schedule is negotiated between the District and the bargaining representative.

SCHOOL TERM <SCHOOL TERM>

CERTIFIED POSITION

DEGREE/STEP:	<DEGREE/STEP>
BASIC SALARY:	<BASIC SALARY>

Extra-curricular salaries will be covered under a separate contract and paid on a seasonal basis

WAGES PER MONTH:	<MONTHLY SALARY>
TOTAL YEARLY SALARY	<YEARLY SALARY>

The parties hereto agree that all provisions of the school laws of the State of South Dakota, the regulations of the District, and the provisions of the Master Contract are understood to be a part of this contract.

The District will accept a resignation (I) because of pregnancy; (2) because of illness; (3) because the spouse's work is transferred to another geographic area which is beyond reasonable commuting distance of the Hot Springs Schools; or (4) by mutual consent of the District and the Teacher. If a teacher terminates a contract after June I" the Board will impose liquidated damages in the amount of $1,500. After July I, the Board will impose liquidated damages of $2,000 and after August I, liquidated damages of $3,000 which is agreed to be fair and reasonable for damages for breach of contract (SDCL 5 3-9-5). Liquidated damages are to be paid directly or be withheld from any monies due the Teacher; AND/OR the Board may file a written complaint with the Secretary of Education requesting revocation of the certificate according to SDCL 13-42-12.

IN WITNESS WHEREOF, the District by and through its President and Business Manager and with approval by the Board by a majority vote, has caused this contract to be executed and offered in duplicate for the District prior to its submission to the Teacher employed as of the regular April school board meeting and shall be binding upon the parties upon execution by the Teacher and filing a copy in the District Office on or before <RETURN DATE>. For teachers not employed as of the regular April school board meeting, this contract may be issued by the superintendent and signed by the teacher prior to approval by the Board.

PRESIDENT, BOARD OF EDUCATION BUSINESS MANAGER

Ratified .....

APPENDIX "C" EXTRA DUTY SCHEUDULE
EXTRA DUTY SCHEDULE 2026-2026
Extracurricular salaries will be based on $35,000
SEE APPENDIX "E" FOR FULL SCHEDULE

ATHLETIC

		Entry Level
FOOTBALL		
*Head	14%	4,900.00
*Asst. (Var.)	10%	3,500.00
*Asst. (J.V.)	8%	2,800.00
Asst. (Fr.)	7%	2,450.00
*Asst. (8)	6%	2,100.00
*Asst. (6-7)	6%	2,100.00
BASKETBALL		
*Head Boys	14%	4,900.00
*Asst. (J.V.) B	8%	2,800.00
Asst. (9) B	7%	2,450.00
*Asst. (8) B	6%	2,100.00
*Asst. (6-7) B	6%	2,100.00
*Head Girls	14%	4,900.00
*Asst (J.V.) G	8%	2,800.00
*Asst. (9) G	7%	2,450.00
*Asst. (8) G	6%	2,100.00
*Asst. (6-7) G	6%	2,100.00
CROSS COUNTRY		
*Head	14%	4,900.00
*Asst.	8%	2,800.00
TRACK		
*Head Track	14%	4,900.00
*Asst. B	8%	2,800.00
*Asst. G	8%	2,800.00
*Asst.Boy/Girl	8%	2,800.00
*Asst. (6-8) G	7%	2,450.00
*Asst. (6-8) B	7%	2,450.00
WRESTLING		
*Head	2@14%	4,900.00
*Asst. (J.V.)	2@8%	2,800.00
*Asst. (8)	6%	2,100.00
*Asst. (6-7)	6%	2,100.00
VOLLEYBALL		
*Head	14%	4,900.00
*Asst.	8%	2,800.00
Asst. (9)	7%	2,450.00
*Asst. (8)	6%	2,100.00
*Asst. (6-7)	2@6%	2,100.00
GYMNASTICS		
*Head	14%	4,900.00
*Asst.	8%	2,800.00
*Asst. (6-8)	6%	2,100.00
GOLF		
*Boys	10%	3,500.00
Asst Boys	6%	2,100.00
*Girls	10%	3,500.00
Asst Girls	6%	2,100.00
CHEERLEADER/DANCE		
*Sideline-Fall	4%	1,400.00
*Sideline-Winter	6%	2,100.00
*Competitive	10%	3,500.00
SOCCER		
*Head	14%	4,900.00
*JV	8%	2,800.00

Non-starred positions (Freshman Assistants) are dependent on participation to be determined by the Activities Director.

Ratified .....

APPENDIX "D" EXTRA DUTY NON-ATHLETIC

NON-ATHLETIC

EXTRA DUTY SCHEDULE 2026-2026

Extracurricular salaries will be based on $35,000 for Base Salary from SYI 9-20.

SEE APPENDIX "E" FOR NEW SCHEDULE

		Entry Level			Entry Level
BAND	14%	4,900	BUILDERS CLUB - MS	3%	1,050
SUMMER BAND	10%	3,500	KEY CLUB-HS	3%	1,050
VOCAL MUSIC	9%	3,150	CLOSE-UP CLUB - HS	3%	1,050
			YEARBOOK	5%	1,750
KNOWLEDGE BOWL			NTL. HONOR SOCIETY	3%	1,050
Grades 9-12	4%	1,400	CLASS SPONSORS		
Grades 6-8	4%	1,400	Frosh. Class Sponsor	1%	350
			Soph. Class Sponsor	1%	350
STUDENT COUNCIL			Jr. Class Sponsor	2%	700
9-12 Student Council	2□4%	1,400	Sr. Class Sponsor	2%	700
6-8 Student Council	3%	1,050			
K-5 Student Council	3%	1,050	SPECIAL OLYMPICS	2@2%	700
DRAMA					
Fall Play	6%	2,100	PROM	2%	700
Asst.	4%	1,400	FFA	14%	4,900
One Act Play	4%	1,400	3-5 CRAFT CLUB ADVISOR	3%	1,050
Asst.	4%	1,400	STEAM ADVISOR		
*(!) Spring Play	6%	2,100	9-12 STEAM Advisor	4%	1,400
Asst.	4%	1,400	6-8 STEAM Advisor	3%	1,050
*(2) Spring Musical	9%	3,150	3-5 STEAM Advisor	3%	1,050
Asst	5%	1,750			
Asst.	5%	1,750	English Language Learner Services	3%	1,050

*(I) & (2) in alternating years

(2) Presented only if, in the judgment of the director, talent is available.

The above list indicates the percentage of base to be used with each extra duty assignment. The Activities/Athletic Director shall determine which assignments may or may not be needed during any given school year. In the event, the Activities/Athletic Director determines that participation numbers do not warrant offering a program listed on pages 25 and 26, the Activities/Athletic Director, in conjunction with the building principal, will make the recommendation to the school board for approval. The supervisor/coach may be re-assigned, or the contract terminated.

Non-starrred positions (Freshmen Assistants) are dependent on participation to be determined by the Activities/Athletic Director.

Ratified .....

Extra-Curricular Base Salary Schedule
2026-2026 (indexed to 2019 base salary)

Step	Salary Factor	2019-2020
		$35,000
1*	1.000	$35,000
2	1.024	$35,840
3	1.048	$36,680
4	1.072	$37,520
5	1.112	$38,920
6	1.152	$40,320
7	1.192	$41,720
8	1.232	$43,120
9	1.272	$44,520
10	1.312	$45,920
11	1.352	$47,320
12	1.392	$48,720
13	1.432	$50,120

Any current staff coach/advisor that becomes a non-staff coach/advisor will be moved back to Step 1. Past practice has frozen non-staff coaches at Step 1. Starting with the 16-17 School Year all non-staff coaches will move up 1 step with each additional year of coaching in that sport or activity.

Extra-Curricular Base 2026-2027

	Step	2%	4%	5%	6%	7%	8%	9%	10%	12%	14%
35,000	1	700	1400	1750	2100	2450	2800	3150	3500	4200	4900
35,840	2	717	1434	1792	2150	2509	2867	3226	3584	4301	5018
36,680	3	734	1467	1834	2201	2568	2934	3301	3668	4402	5135
37,520	4	750	1501	1876	2251	2626	3002	3377	3752	4502	5253
38,920	5	778	1557	1946	2335	2724	3114	3503	3892	4670	5449
40,320	6	806	1613	2016	2419	2822	3226	3629	4032	4838	5645
41,720	7	834	1669	2086	2503	2920	3338	3755	4172	5006	5841
43,120	8	862	1725	2156	2587	3018	3450	3881	4312	5174	6037
44,520	9	890	1781	2226	2671	3116	3562	4007	4452	5342	6233
45,920	10	918	1837	2296	2755	3214	3674	4133	4592	5510	6429
47,320	11	946	1893	2366	2839	3312	3786	4259	4732	5678	6625
48,720	12	974	1949	2436	2923	3410	3898	4385	4872	5846	6821
50,120	13	1002	2005	2506	3007	3508	4010	4511	5012	6014	7017

Ratified .....

APPENDIX "F" EVALUATION

Purpose of Evaluation:
The purpose of evaluation of professional staff shall be improvement of instruction, assessment of performance, assessment of professional growth, and determination of future employment. The School District will adhere to the minimum requirements, as described in SD DOE's *South Dakota Teacher Effectiveness Handbook*. The teacher evaluation process must rely on qualitative and quantitative measures and be based on measures of both professional practice and student growth. The *South Dakota Framework for Teaching* includes 22 individual teaching components clustered into four domains. All district evaluation tools must include professional performance evaluations based on a minimum of four teaching components, including one from each domain (ARSD 24:57). Local Teacher Effectiveness systems must assign an overall Professional Practice Rating that summarizes performance. The Professional Practice Rating must serve as one measure to determine and differentiate teaching performance (ARSD 24:57). In addition, all local teacher evaluation systems must assign an overall Student Growth Rating that summarizes performance relative to teacher-developed SLOs. The Student Growth Rating must serve as one measure to determine and differentiate overall teaching performance (ARSD 24:57). Summative teaching performance is assigned one of three overall performance ratings: *Below Expectations*, *Meets Expectations*, or *Exceeds Expectations* (ARSD 24:57). The Summative Teacher Effectiveness Rating includes an evaluation of student growth that serves as one significant factor and an evaluation of professional practices as the other significant factor used to determine teaching performance. Teacher evaluations shall follow the requirements as set out in SDCL Ch. 13-42.

Process of Evaluation:
It is good practice for administrators to meet with his/her entire staff and/or individual staff members to ensure teachers understand the process and purpose of evaluation. The evaluation of teachers should lead to improved instruction and to definite recommendations for employment. Formal observations, conference reviews and informal observations including all activities and behaviors during work hours are a part of the evaluation process. Classroom visitation is a part of the evaluation process, but visitations to a teacher's classroom should not necessarily be construed to be an evaluation. Feedback from administrators should be clear, useful, and provided in a timely manner (SDCL 13-42-34; ARSD 24:57).
When an evaluation form has been completed by the principal, assistant principal, or supervisor most directly responsible for the teacher's work, a conference shall be held with each teacher to discuss the evaluation. All completed evaluations, which shall note any deficiencies and provide suggestions for correction, shall be signed by the evaluator and the teacher, and a copy of such completed form shall be given to the teacher and one filed in the administrator's office. Signing of the form by the teacher shall not imply agreement with the evaluation but merely indicates that the evaluation was discussed.

State law requires public school districts to provide a plan of assistance to non-probationary teachers who do not meet the district's established performance standards (SDCL 13-42-34).

SUMMATIVE EVALUATION CYCLE:
All South Dakota public school districts must regularly provide teachers with a summative evaluation. Teachers in years one to three of employment, commonly referred to as probationary teachers, must be provided with a summative evaluation every school year (SDCL 13-42-34). Teachers in or beyond their fourth year of employment, commonly referred to as continuing contract teachers, must be evaluated at least once every two school years (SDCL 13-42-34).

A Teacher shall be offered reemployment for the ensuing school year unless he/she receives in a conference a written final evaluation indicating, "Not Recommended." A Teacher shall receive by April 15 any final evaluation indicating "Not Recommended." This notification shall contain the reasons and charges on which the non-renewal is based, an opportunity to review his/her personnel file, and the opportunity for a hearing before the Board.

Ratified .....

APPENDIX "G" GRIEVANCE FORM Certified Staff

HOT SPRINGS SCHOOL DISTRICT 23-2
GRIEVANCE FORM

Grievance Number _____
Assigned by Administration

LEVEL I

Professional Staff Member Presenting Grievance: _____
Name Date oflncident

Description of Grievance:

_____

_____

Specific Provisions of Contract or Policy Allegedly Violated:

_____

_____

_____

Remedy Sought: _____

_____ _____
Date Submitted Professional Staff Member

Date of Meeting Held with Aggrieved Party: _____

Disposition of Grievance: _____

_____ _____
Date Administrator

APPEAL TO LEVEL II - Superintendent Yes _____ No _

_____ _____
Date Submitted Signature of Grievant

Date of Meeting Held with Aggrieved Party: _____

Level II Disposition: _____

_____ _____
Date Superintendent

Ratified .....

APPEAL TO LEVEL III Board of Education YES _____ NO _____

_____ _____
Date Submitted Signature of Grievant

_____
Date of Meeting Held with Aggrieved Party

Level III Disposition: _____

_____ _____
Date President, Board of Education

I wish to submit this grievance to the Director of Labor and Management Relations for arbitration:

Settlement of the Dispute: Yes __ _ No

_____ _____

Date: Signature o

Ratified _____ __

Ratified .....

HOT SPRINGS SCHOOL DISTRICT 23-2

EMERGENCY MEDICAL ASSISTANCE
EARNED SICK LEAVE (ESL) DONATION POLICY

POLICY

Hot Springs School District recognizes that employees may encounter serious medical conditions during their employment. When a serious medical condition situation arises, co-workers may voluntarily donate some of their Earned Sick Leave (ESL) to a coworker who has suffered a loss of income due to a serious medical condition. The member must first use all ESL and personal leave before donated ESL may be used.

A serious medical condition that causes an employee's absence from work for a minimum of 1O workdays and results in a loss of income because of the unavailability of ESL. In the event that a certified or classified employee requests emergency medical assistance by completing the necessary paperwork, the Central Administration Office will issue a staff notification excluding personally identifiable information and specific details regarding the employee's medical condition. Central Administration may provide operational updates as needed, consistent with this policy.

Any qualifying employee may submit a request to Human Resources for personal medical assistance due to serious medical condition accompanied by a doctor's note. Once this request is received by Human Resources, we will be able to begin accepting donations. The request for donations must originate from the employee asking for donated ESL.

An employee may submit a voluntary confidential written request to donate a specified number of ESL hours to a specified employee who has applied for Personal Medical Assistance. The maximum days an employee requesting donating ESL days can receive in a contract year is 24 days.

Employees may donate a minimum of 1 day up to a maximum of 4 days to an employee in need. The maximum days any one employee may donate per contract year is 24 days. The deadline for donating days will be 8 working days from the receipt of the request. (Forms available in the Human Resources Office).

The donated hours will be dispensed to the receiving employee by our Human Resource Administrator, not to exceed 4 days per week. The receiving employee may not accrue ESL days on the donated time.

*The three days that an employee donated to the original sick bank will be credited to ESL. This is a one-time procedure for the school year 2024-2026.

HUMAN RESOURCE USE ONLY Total Days Donated _____

Received by: _____

Human Resources: _____ Date: _____

Ratified .....

Hot Springs School District

ESL DONATION FOR EMERGENCY ASSISTANCE

An employee of the Hot Springs School district may voluntarily donate ESL hours to a fellow employee who is undergoing a serious medical condition that causes that employee's absence from duty for a minimum of 10 workdays and results in a loss of income because of unavailability of ESL days.

The donating employee may donate a minimum of 1 day up to a maximum of 4 days of ESL per employee.

Donating Employee: _____

I wish to donate _____ ESL days to _____
#days Donated Employee

Donor's Signature: _____ Date: _ _ _ _ _ _ _ _ _

Ratified .....

HOT SPRINGS SCHOOL DISTRICT 23-2

REQUEST FOR EMERGENCY MEDICAL ASSISTANCE
EARNED SICK LEAVE (ESL) HOURS

An employee of Hot Springs School District may voluntarily donate ESL hours to a fellow employee who is undergoing a serious medical condition that causes the employee's absence from duty for a minimum of 10 workdays and results in a loss of income because of the unavailability ESL days.

Requesting Employee _____

I would like to apply for emergency medical assistance through donated ESL days due to the following medical emergency: _____

I understand that:

1. I need to submit a doctor's note with this request
2. The donated days will be recorded and administered by the Human Resource Administrator, not to exceed 4 days per week and a maximum of 24 days per contract year.
3. I may not accrue ESL time on donated days.

_____ _____

Employee Signature Date

DATE ORIGINATED

Ratified .....