

OLCSD Mission
To Strengthen the Lakota Identity and Values of Students and to Assure Their Overall Well-Being and Academic Success.

CERTIFIED AGREEMENT

2026-2027
Negotiated Agreement By and Between
Oglala Lakota County School District 65-1
and
Oglala Lakota County Education Association

APPROVED 4-9-2026

2026-2027
NEGOTIATED AGREEMENT

BY AND BETWEEN

OGLALA LAKOTA COUNTY SCHOOL DISTRICT 65-1

AND

OGLALA LAKOTA COUNTY EDUCATION ASSOCIATION (OLCEA)

APPROVED 4-9-2026

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NEGOTIATED AGREEMENT BETWEEN
THE OGLALA LAKOTA COUNTY SCHOOL DISTRICT NO. 65-1
AND THE OGLALA LAKOTA COUNTY SCHOOL EDUCATION ASSOCIATION

APPROVED 4-9-2026

This agreement made and entered into at Wolf Creek School, South Dakota, pursuant to the provisions of SDCL 3-18-8, by and between the Oglala Lakota County School District No. 65-1, hereinafter called District, and Oglala Lakota County School Education Association, hereinafter referred to as Association,

WITNESSETH:

WHEREAS, both of the parties to this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between the District and the employees covered by this agreement and to enter into a complete agreement covering salaries, rates of pay, wages, hours of employment, and other conditions of employment, and,

WHEREAS, the parties recognize that all of the provisions of this agreement must meet the requirements and procedures required by law and the provisions of the statutes of the State of South Dakota, and

WHEREAS, the parties do hereby acknowledge that in order to implement the provisions of SDCL 3-18; to maximize effective working relationships between the School Board of the Oglala Lakota County School District 65-1 and all of those individuals currently certified to teach or who have the ability to obtain a South Dakota teaching certificate within the time period required by law to participate in and contribute to the development of an agreement dealing with salaries, rates of pay, wages, hours of employment and other negotiable conditions of the employment,

ARTICLE I

NOW, THEREFORE, in consideration of the execution of this agreement and the covenants and agreements mutually expressed herein and arrived at by the parties hereto, it is hereby agreed as follows:

RECOGNITION

The District recognizes the Association as the exclusive formal representative for the purposes of negotiations under SDCL 3-18 for the unit designated as regularly employed certified personnel including all certified employees (i.e., classroom, special education and resource teachers except those designated as supervisory or administrators, and the following degreed noncertified staff: Lakota Cultural Instructors, Lakota Language Teachers, Lakota Immersion Teachers, CTE Alternative Teachers, licensed nurses, social workers, Speech Language Pathologist's

Assistants, degreed Techs, Success Coordinators, certified VHS Coordinators, Speech Language Pathologists, Speech Therapists, School Psychologists, and Behavior Specialists.

Notwithstanding this recognition, the parties hereto understand and agree that any individual teacher, or group of teachers, shall have the right at any time to present grievances to the District and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this agreement, and provided the Association has been given the opportunity to be present at such adjustment.

Where used herein, the terms "teacher", "employee", and "instructional personnel", shall mean those individuals listed above unless otherwise indicated.

ARTICLE II
NEGOTIATIONS

A. PROCEDURES

1. The Superintendent and OLCEA President shall meet no later than October 15th to determine the style of negotiations. If the parties cannot agree, then traditional negotiations shall be used.

2. Neither party in negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party.

3. A maximum of six (6) members shall constitute each negotiating team, however, either side may call consultants to be present as needed.

4. The final agreement shall be contingent upon ratification by both parties.

B. AGREEMENTS

1. As tentative agreements on single issues are reached the issue shall be reduced to writing, initialed by both parties (TA'd) and subsequently included in the packaged tentative agreement for presentation to constituent groups for ratification.

2. This is a one (1) year agreement unless the parties agree otherwise.

3. The District's Human Resource Director is hereby designated as the District's contact person in order for the Association to obtain a copy of the negotiated agreement after it has been signed by the parties.

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ARTICLE III

DISTRICT RIGHTS

In recognizing the Association as the exclusive formal representative as hereinbefore provided, the District retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities imposed upon and vested in it by the laws and the Constitution of the State of South Dakota and of the United States, including, but without limiting the generality of the foregoing, the rights and responsibilities set forth in SDCL 13-18-1, 13-8-39, and 13-10-2. These management rights include, but are not limited to, the following:

1. To utilize personnel, methods, and means in the most appropriate and efficient manner possible, to manage and direct the employees of the District, to hire, schedule, promote, transfer, assign, train, or retrain employees in positions with the District, and to suspend, non-renew, discharge, or take other appropriate action against employees for just cause;
2. To determine the size and composition of the work force, to eliminate or discontinue any job or classification, and to lay off employees for lack of work or lack of appropriate funds;
3. To determine the objectives of the District and the method and means necessary to efficiently fulfill those objectives, including the transfer, alternation, curtailment, or discontinuance of any services; the establishment of acceptable standards of job performance, the purchase and utilization of equipment and the utilization of seasonal, temporary, and part time employees;
4. To provide reasonable standards and rules for employees; and
5. To determine the method of fulfillment of objectives of the District, whether by its employees or by contracting or subcontracting with respect to all of the District's services.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by such expressions of limitation relating to the unit as are contained in this agreement and then only to the extent such expressed limitations are in conformance with the Constitution and the laws of the State of South Dakota and the Constitution and laws of the United States.

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ARTICLE IV
DISCRIMINATION

The District prohibits discrimination based on race, color, religion, ethnic background, national origin, sex, pregnancy, age, disability, status as a veteran, sexual orientation, gender identity, marital status, political affiliation, citizenship, or any other characteristics protected by law. The requirement for equal opportunity extends to all aspects of employment such as recruitment, hiring, training, compensation, discipline, demotion, termination, promotion, and transfer.

ARTICLE V
TEACHER CERTIFICATION

A. Recording of Certification

All teachers shall provide the business office with a valid teaching certificate authorizing the teacher to teach for the District.

B. Continuing Education Requirements

Any program which is approved by the South Dakota Department of Education for renewal of a teaching certificate shall be accepted as meeting District requirements. It is the responsibility of the employee to verify that a class/course is accredited with the South Dakota Department of Education.

The District shall cooperate to provide CECH opportunities for Certified employees at school and District trainings, as applicable. It will be the employee's responsibility to retain and submit any necessary documentation.

C. South Dakota Indian Studies

All Certified educators new to the profession or from out-of-state shall complete a three-credit course in South Dakota Indian studies. The course shall include components specific to: language and cultural awareness; history; educational theory and background of the traditional tribal educations; and implementation and strategies of Indian learning styles, curriculum development, and authentic assessment.

ARTICLE VI
MEDICAL EXAMINATION

Within twenty (20) days of receiving a conditional offer of employment, all teachers are required to complete a School Employee Certification of Health record and submit it to the Personnel Office. If at any time there is reasonable cause to believe that a teacher is suffering from an illness detrimental to the health of the

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pupils, the District may require a certification of health. Such teacher may also be required to attend an examination by a physician designated by the District at the expense of the District. If there is a difference of opinion between the medical providers, either party may request a third opinion from an independent physician, the cost of which shall be paid by the requesting party. If the District requests the examination, administrative leave will be granted for the examination.

ARTICLE VII
CALENDAR

The school calendar is not a negotiable item and shall be established by the Board of Education. However, the Board may receive input from the Association, the Superintendent, and the Curriculum, Instruction, and Assessment Director or Designee, prior to May 15. The school year will be in accordance with the calendar.

ARTICLE VIII
TEACHING TIME REQUIREMENTS

A. State statute requires the District to provide a minimum of Nine Hundred Sixty-Two and one-half (962.5) hours of instructional contact time. Teachers shall perform their duties in accordance with the duty days assigned in the school calendar. In the event any additional days are required beyond the contract days to be worked, a service contract will be issued, and the teacher shall be paid for the additional days worked at their daily rate.

B. The normal work day shall be seven and one-half (7½) hours, plus a thirty (30) minute duty free lunch period that is scheduled by the building principal. The thirty (30) duty free lunch period will be reflected automatically in the Timeclock Plus System. The actual period 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 school (elementary, middle school, or senior high) to which the certified employee has been assigned. If certified employees are requested by their principal to be on duty during their lunch, they will be paid at the rate of Twenty Dollars ($20.00) per half (1/2) hour if they choose to accept the extra duty. Payment and leave will be reflected on the Timeclock Plus system. Any request for payment must be submitted in the pay period in which the extra duty was performed. This does not apply to certified employees who voluntarily keep students during their lunch break.

Certified employees on special assignment to the Mahpiya Luta and Our Lady of Lourdes campus will be required to follow the Oglala Lakota County School District calendar and start/end times. On Fridays and schedules in-service days, the employees

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on special assignment may be required to report to work onsite in a district school or the district office.

The payroll office calculates time in 15-minute increments, as reflected on the table below. Staff payment of extra hours or calculations for leave will be determined on the clocked in time increment. Failure to notify a supervisor or to turn in a leave slip will result in leave without pay. Staff shall routinely check the Timeclock Plus system to verify their time.

7:45 – 7:52	No leave needed; counts back to the hour.
7:53 – 8:08	15 minutes of leave; counts to the first quarter of the hour.
8:09 – 8:23	30 minutes of leave; counts to the second quarter of the hour.
8:24 – 8:38	45 minutes of leave; counts to the third quarter of the hour.
8:39 – 8:45	60 minutes of leave; one full hour.

C. The starting and ending of the duty day will be determined by the Superintendent. For the current negotiated agreement, the start time will be 7:45 A.M. and the end time will be 3:45 P.M. In the event of a two-hour late start, the duty day will begin at 9:45 A.M. and end at 3:45 P.M. Teachers are expected to be in their assigned area or building from when school commences until the time set for student dismissal unless extra-duty, extra-activity or extra-curricular assignments, or other instructional-related duties conflict. Any individual exception to the duty day must be approved by the Superintendent.

D. Certified employees who serve on school-recognized (not clubs) committees that begin before or extend past the regular workday shall be paid at the rate of Forty Dollars ($40.00) per hour, unless another source of funding is used at a discretionary rate (i.e., grants, etc). Payment will be reflected on the Timeclock Plus system. Any request for payment must be submitted in the pay period in which the extra duty was performed.

E. Certified employees will be permitted to leave after the last bus has left the premises on Fridays and/or last work day prior to holidays designated on the District calendar and/or after 3:30 p.m. on Inservice Days. The principal and/or designee will supervise any remaining students. Teachers taking leave on regular Fridays, or the last day of work for the week, will take the full work day of leave, or full half day, as the case may be.

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F. As set forth in the School Calendar, teachers are required to attend parent-teacher conferences and professional development. Leave will not be granted for days designated as Inservice, and the two (2) days Parent-Teacher Conferences are scheduled on the calendar, unless approved by the school principal and the Superintendent. Staff may, however, apply for leave in accordance with the leave provisions of this Agreement. This section only applies to full Inservice days, not half or partial Inservice days.

ARTICLE IX
ABSENCES

A. It is the responsibility of every teacher to report an absence within the same pay period in which the absence occurs, whether or not a substitute is required. Arrangements for a substitute teacher shall be made by the administration. The District will be responsible for hiring a substitute and will provide coverage when requested and available.

B. Quarterly perfect attendance, with no absences as shown in TCP, will result in a bonus payment through payroll processes in the amount of $300.00. Usage of leave without pay or regular leave is considered an absence. Failure to work the full week of hours will not be considered perfect attendance. For example, the work week is 37.5 hours, and the employee works 37 hours but does not submit any leave slip. For dual contracts, the work week is 35 hours, so if the employee works 34.5 hours and does not submit a leave slip, this is considered an absence.

Employees must track their own attendance and submit a payroll voucher doe consideration of their perfect attendance. If the payroll office confirms the perfect attendance, the bonus will be paid through the payroll process with the necessary taxes and benefits incurred. Payroll vouchers must be received as noted below to be paid. Late payroll vouchers will result in no payment. The quarters and deadlines are as follows:

First Quarter: August 10, 2026, through October 9, 2026; payroll voucher must be submitted before November 13, 2026.

Second Quarter: October 13, 2026, through December 15, 2026; payroll voucher must be submitted before January 15, 2027.

Third Quarter: January 4, 2027, through March 12, 2027; payroll voucher must be submitted before April 15, 2027.

Fourth Quarter: March 15, 2027, through May 19, 2027; payroll voucher must be submitted before May 30, 2027.

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ARTICLE X

INDIVIDUAL TEACHER'S CONTRACTS

A. All individual contracts with teachers employed by the District, and covered by this agreement, shall be in writing or electronic format and signed by the teacher, Finance Director, Superintendent, and the president of the Board of Education.

B. Each Teacher may complete a non-binding letter of intent, provided by the District, by March 1 of each year. All individual teaching contracts will be issued on or before May 1 of each year and must be returned no later than May 15th. In the event the teaching contract is not signed and returned within fifteen (15) days, the contract is null and void. Thereafter, if the teacher wishes to be rehired by the District, the teacher is required to complete the application process, including an interview. If the District elects to rehire the teacher, then the teacher will return at the teacher's last year's salary.

C. Individual contracts for certified teachers employed by the District, and the annual renewal, nonrenewal, or termination thereof shall be governed by the provisions of SDCL 13-43-6.1 through 6.9.

D. A teacher who believes his or her contract compensation is deficient or incorrect must inform the business office within twenty working (20) days in order to correct the error. A verification or rejection of the teacher's claim shall be given by the District within twenty working (20) days after receipt of the teacher's claim. Any underpayment of compensation shall be made within twenty working (20) business days or at the time of the issuance of the next payroll whichever is greater.

E. If a contract overpayment has been made, the teacher has the option of repaying the District in one (1) lump sum payment or by making installment payments over the remaining pay periods in the fiscal year.

ARTICLE XI

SALARY AND TEACHER CLASSIFICATION

A. Salary Schedules

1. The salary schedule shall be in accordance with the attached Appendices A and B. All employees covered by this agreement shall be paid in accordance with the provisions of these Appendices.

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2. Base salaries for teachers will be established for years (A-E), (F-J), (K-O), (P-T), and (U-Z) as set forth in Appendix A. Base salaries for employees covered in this agreement shall be set forth in the Appendices.

3. The following program may not accept any new participants into the program after July 1, 2025. Teachers who have obtained National Board Certification will receive a Two Thousand Dollar ($2,000) yearly stipend for up to five (5) years once the South Dakota Department of Education has notified the District. This payment is contingent upon the District and the South Dakota Department of Education's matching funds. Newly hired Certified Special Education Teachers who work on-site, but not online, in a special education position will receive a Two Thousand Dollar ($2,000) bonus for the School Year of the current negotiated agreement. Payment of this bonus shall be made in August of the current negotiated agreement. If a Special Education Teacher resigns during the school year, the bonus for that year shall be deducted from the teacher's salary. If a teacher begins after the start of the school year, the bonus will be prorated to days actually worked.

4. Certified teachers acting as a principal or dean of students shall be paid One Hundred Dollars ($100.00) per day. Acting principals must be assigned by the school principal. Substitutes will be selected based on qualifications and certifications.

B. Signing Bonus

1. Effective July 1, 2019, a teacher newly hired shall be granted a Three Thousand Dollars ($3,000) signing bonus.

2. The bonus shall be paid in full, less applicable taxes, at the time of the first regular pay period for all new hires that begin work prior to the first day of school. For all new hires that begin after the first day of school, the bonus shall be reduced by $15.00 per day for each contract day remaining in the school year. The bonus will be paid in full at the end of the first regular pay period.

3. If a teacher resigns during the school year, the signing bonus for that year shall be deducted from the teacher's salary.

C. Retention Compensation

Effective July 1, 2026, all returning teachers who have signed their contract for the upcoming school year with the District shall be granted an annual One Thousand Dollars ($1,000) retention compensation, less applicable deductions required by law. The retention compensation shall be paid in the first pay period after August 1. If the teacher resigns during the year, the compensation shall be deducted from the teacher's contract close-out.

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D. Pay Periods

1. All teachers will be paid on a twelve (12) month basis on every other Friday as set forth in Appendix C, Schedule of Pay Periods.

2. A lump sum payment of summer checks (payable on July 1) will be available for those teachers leaving the district (non-renewal, resignation, retirement) and those teachers who need summer school for educational advancement and can demonstrate need to the Superintendent.

E. Placement

1. A newly hired teacher will be classified for placement on the salary schedule at the time their individual contract is offered to them. At that time, they will be placed on the schedule at the levels warranted by their experience, training, and education, subject to verification. Individuals shall not be given experience credit exceeding ten (10) years.

2. In order to receive the specified salary schedule classification beyond the bachelors or master's degree, a teacher must have earned the additional hours of college credit at the graduate level after receipt of his/her present degree and teaching certification documented with a certified copy of the college/university transcript. Such hours cannot be earned prior to the date the teacher's present degree and teaching certification were conferred. Such hours must be obtained from accredited schools. Hours must be in the field or fields in which a teacher is teaching or in related education fields (guidance, technology, psychology, special education, and/or education).

Changes to the contract to reflect additional credits will be made prior to August 15 of the current negotiated agreement. Credits submitted after that date will be held and updated the following contract year.

ARTICLE XII
EXPENSE REIMBURSEMENT

A. Employees covered by this Agreement shall be reimbursed for out-of-pocket costs incurred while traveling out of District for school related activities. Only expenses essential to the purpose of the trip will be reimbursed. Expenditures for personal telephone calls, entertainment, and similar expenses of a personal nature are not reimbursable.

B. Receipts are required for all reimbursable expenses. This includes receipts for airline tickets, motel bills, taxi or other transportation, and other expenditures, except meals.

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C. Meals will be paid at the State rate. The maximum travel allowance for meals and lodging shall be at the state rate as set by the State Board of Finance or as authorized by the Board of Education in the case of special circumstances.

D. Mileage allowance when traveling by personal vehicles will be paid at the rates set by the board for the current fiscal year. Employees are encouraged to utilize a school vehicle for travel when available.

E. Employees who provide transportation for school activities shall be reimbursed for their actual round-trip mileage equivalent to or above the state rate, provided that the mileage expense incurred is approved by the Superintendent prior to the activity. Employees who are asked to represent the District at professional meetings or activities with the prior approval of the Superintendent shall also be reimbursed for the actual round-trip mileage at a rate equivalent to or above the state rate.

ARTICLE XIII
DISCIPLINE, SUSPENSION, AND TERMINATION

A. Teacher Discipline

1. In no case shall disciplinary action be made public by the District, except as required by law.

2. On any occasion in which it is contemplated that a teacher may receive disciplinary action, the teacher shall be notified of such meeting in advance and may have a representative present.

3. The Administration and/or the Board of Education shall have the authority to discipline teachers using any or all of the following in its sole discretion:

a. Oral reprimand by the principal.

b. Written reprimand by the principal. Suspension with or without pay by the principal. The suspension may be for up to twenty (20) days. See grievance procedures, Article XXV.

c. Upon the recommendation of the Superintendent, the Board of Education may suspend a teacher, with or without pay, for a period not to exceed ninety (90) teaching days.

d. Termination by the Board of Education.

4. In the event there is an allegation of a cause against an employee covered by this agreement which could warrant disciplinary action or termination, the employee will be immediately suspended by the Superintendent without pay pending

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the completion of any investigation into the allegations. Unless extended for good cause, any investigation must be completed within twenty (20) working days.

5. Upon completion of the investigation, the Superintendent will, after giving the employee an opportunity to share his/her side of the story, notify the employee in writing as to the Superintendent's recommendation. If it is determined that termination is not warranted by the facts, the employee may be reinstated and any pay withheld due to suspension will be reimbursed in full within the next pay period. If it is determined that the employee's contract is being recommended for termination, the Superintendent may continue the employee's suspension without pay. In the event a recommendation for termination has been made, the provisions set forth in paragraph B of this Article shall be followed.

B. Teacher Dismissal

1. A teacher may be terminated by the Board of Education at any time for just cause, including, but not limited to, breach of contract, poor performance, incompetent performance, gross immorality, unprofessional conduct, insubordination, neglect of duty, violation of any policy or regulation of the School District.

2. Whenever the District contemplates termination of employment of a teacher, the teacher shall be given an opportunity to share her/his side of the story before the District makes a final recommendation (the teacher shall be immediately suspended without pay prior to the meeting). The teacher shall be entitled to have a representative of the Association present during any such meeting.

3. If the District recommends termination of employment, the teacher will be suspended from employment pending completion of the termination process. Suspension from employment shall be without pay. If the Board of Education hearing does not result in the dismissal of the teacher and the teacher is reinstated, the reinstatement shall be without loss of pay or benefits unless unpaid suspension is imposed as an alternate disciplinary action.

4. In the event the District recommends termination of employment, the termination process shall proceed in accordance with the provisions of SDCL 13-43-6.1 to 6.9.

ARTICLE XIV
TEACHER ASSIGNMENT, TRANSFERS, AND REASSIGNMENTS

A. The District shall have the right in its sole discretion to assign and transfer teachers to any teaching position within the District. When contracts are issued, teachers will be provided with their grade level and/or assignment with the school location for the following year.

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B. In the event the District elects to make an involuntary transfer of a teacher, it shall prior to making the involuntary transfer discuss the reason(s) for such transfer with the teacher(s) affected thereby. Reassignments will not be made for arbitrary or capricious reasons.

C. In the event of a job vacancy, the District shall within seven (7) business days, notify all teachers, electronically and through postings at each building site of the vacancy or on the District website. All teachers may apply for posted vacancies.

D. If an emergency reassigned position is necessary, the teacher may return to their original position once the emergency has been alleviated provided that position remains an active position in the District.

E. Requests for transfer must be submitted to the Superintendent by March 15th of the current year to be considered for the following year.

F. The Superintendent will determine transfers by May 1 of each year.

G. All staff involved in involuntary transfers or change of class assignment will be notified by the principal regarding the change no later than July 15, unless the employee is hired after July 15.

If a teacher is informed of an involuntary transfer after July 15, they may be compensated at their respective daily rate of pay for up to two additional work days in order to familiarize themselves with their new assignment. The employee must use the TCP system to document their time.

H. The Human Resources Department shall screen the applicants and form a pool of prospective candidates for the vacant position. The candidates will be interviewed by a committee of District employees including one (1) teacher from the bargaining unit.

I. Teachers who apply for the vacancy and are granted an interview will be notified of the decision when the vacancy is filled.

ARTICLE XV
TEACHER EVALUATION

A. Overview

Evaluation is the procedure for measuring the effectiveness of the teacher and his/her teaching. The evaluation criteria are extensive in scope, dealing with all phases of the teacher's relationship to his/her students and his/her

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profession. 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 shall not necessarily be construed to be an evaluation as such under this Article and may be conducted at any time. Videos from cameras may not be used as a staff evaluation tool.

B. Procedure

The District shall follow the forms and requirements of the State of South Dakota pertaining to teacher evaluations. The Association president shall select a committee of a least one certified teacher from each school to make suggestions and recommendations to the Superintendent and designee.

C. Meetings

A meeting or meetings shall be held early in the school year with teachers so that they will have an understanding of the process and purpose of evaluation. The Superintendent shall finalize the evaluation form by October 15th.

D. Frequency of Evaluation

1. Probationary Teachers. Probationary teachers are all of those teachers who are not in or beyond their fourth term of employment in the District. Probationary teachers shall be formally evaluated at least once each semester every year.

2. Continuing Contract Teachers. Continuing contract teachers are those who are in or beyond their fourth term of employment in the District. Continuing contract teachers shall be formally evaluated at least once every year. When conducted, evaluations shall be completed by the end of the school year unless individual circumstances necessitate earlier completion.

E. Process for Evaluation

1. When an evaluation form has been completed by the principal, assistant principal, 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. Signing of the form by the teacher shall not imply agreement with the evaluation, but merely indicates that the evaluation was discussed.

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2. Employment recommendations on continuing contract teachers shall be checked in one (1) of three (3) categories:

. . . Recommended
. . . Recommended with conditions
. . . Not recommended

3. Before a continuing contract teacher is given the employment recommendation of "recommended with conditions," the teacher involved shall be so apprised in a conference. At that time the teacher shall be advised in writing relative to any deficiencies including suggestions for correction. Following a "recommended with conditions" recommendation, two (2) formal evaluations shall occur in the next school year, the first by January 1 and the second by April 15, to address the identified deficiencies.

4. Before a continuing contract teacher is given the employment recommendation of "not recommended," the principal and/or supervisor conducting the evaluation shall have a minimum of two (2) conferences with the teacher relative to any deficiencies and suggestions for correction.

ARTICLE XVI
PERSONNEL FILES

A. Personnel files are the property of the District. However, a teacher while employed by the District shall have the right, upon request, to review the non-confidential contents (i.e., items other than references, medical records covered by federal and state law) of his/her personnel file within the presence of a District official and to receive copies at his/her own expense of any documents contained therein. The teacher has the right to have a representative of the Association and/or SDEA present during the teacher's review of the file. A teacher shall have the right to indicate those documents or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent or designee. If the Superintendent or designee agrees that the materials are obsolete or otherwise inappropriate to retain, they shall be destroyed in the presence of the teacher.

B. In the event material claimed to be obsolete or inappropriate is retained in the teacher's personnel file, the teacher shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed and shall also have the right to submit a written answer to such material for inclusion into the teacher's personnel file.

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ARTICLE XVII
LEAVE PROVISIONS

A. Procedure to Request Leave

1. All requests for leave other than those due to an emergency or illness are subject to the operational needs and requirements of the District and may be denied by the supervisor.

2. All requests for leave (other than those due to an unexpected emergency or illness) must be submitted in writing and made to the teacher's supervisor at least five (5) days in advance. Failure to submit the request for approval or obtain approval prior to the taking of leave constitutes grounds for disciplinary action. The supervisor may waive the five (5) day notice requirement in cases of emergency. All requests for leave must be submitted to the supervisor for approval and forwarded to the business office.

3. Failure to notify the supervisor after three days of absence will be considered job abandonment, and termination procedures will start.

B. Leave Accumulation

1. On the first contract day of each school year, each teacher shall be granted fourteen (14) days of leave. Teachers hired after the beginning of the school year will be allocated a pro-rated amount.

2. For teachers hired after July 1, 2002, unused leave days may be accumulated to a total of one hundred (100) days. Teachers who have prior to July 1, 2002, accumulated unused leave in excess of one hundred (100) days, may retain their days through the end of the 2001-02 school year. Thereafter, at the completion of each school year the District will buy back the excess unused days over the amount recorded as of August 15, 2002.

3. For employees hired after July 1, 2002, the District will buy back all unused days for employees who have accumulated unused days in excess of one hundred (100) days at one half (1/2) of the employee's daily rate.

4. Upon retirement or termination of employment, other than for just cause, the District will purchase unused leave at the rate of one half (1/2) of the employee's daily rate.

5. If an employee terminates employment (other than for cause) during the contract year, a pro-rated share will be deducted from the employee's balance prior to determining final pay/benefits.

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C. Measurement of Leave

1. Leave must be taken in fifteen (15) minute increments.

2. Leave for a day will count as seven and one-half (7½) hours

D. Medical Certification

1. The District may require teachers to submit a medical certification from their medical provider for any health condition exceeding fourteen (14) days, for which payment under the leave policy is claimed.

2. The District may request the teacher to furnish a fitness to return to work statement from his/her personal physician. The District, at its own expense, may obtain a second opinion (Independent Medical Exam) from a physician or other medical provider. The teacher shall be required to attend any required examination. If there is a difference of opinion between the medical providers, either party may request a third opinion from an independent physician the cost of which shall be paid by the requesting party.

3. In the case of childbirth, certification of physical inability to perform an essential job function should in no way relate to the care of a well child, but only to the period during which the teacher is physically unable to perform her contractual duties.

4. Any teacher who willfully violates or misuses these leave provisions or who misrepresents any statement or condition shall be subject to disciplinary action.

5. Pregnancy, maternity, paternity, and adoption shall be treated like any other disability. The release time for expectant parents will follow the guidelines established by the Family and Medical Leave Act.

6. In the event of a serious medical condition, an eligible teacher may be entitled to leave under the Family and Medical Leave Act

7. In the event of a Reduction in Force, a teacher who has been approved for or is on an approved leave of absence shall be subject to the Reduction in Force provisions of this Agreement.

E. Sabbatical Leave

1. Sabbatical leave for study may be granted to full-time teachers who have completed seven (7) years of more of continuous serviced to the District under the following conditions:

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a. An applicant for sabbatical leave must show that the completion of a planned program of study will improve the background, training and skills of the teacher, and enable the teacher to better serve the District.

b. Sabbatical leave may not be used for retaining in a new area unless requested by the Board.

c. No more than five percent (5%) of the full time teachers may be granted sabbatical leave in any one (1) school year.

d. If the number of teachers requesting sabbatical leave exceeds the number allowable under this Article, the selection will be based on the estimated value to the school district as determined by the Superintendent. This determination is not subject to the grievance procedure.

e. Sabbatical leave may be granted for up to one (1) school year.

f. Teachers on sabbatical leave will neither lose or gain benefits while on leave and upon return will be placed on the salary schedule at the appropriate step. However, the cost of any insurance coverage will be at the sole expense of the teacher.

g. Upon return from sabbatical leave, the teacher will be restored to the former position, or to one which the teacher is certified and qualified to perform.

h. Applications for sabbatical leave, on forms provided by the superintendent's office must be submitted prior to April 1 of the year preceding the leave requested.

i. Any of the above conditions concerning sabbatical leave may be waived in the sole discretion of the Board and is not subject to the grievance procedure.

F. Military Leave of Absence

1. Leaves of absence may be granted for military purposes in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (38 USC § 4301 *et seq*) and the provisions of South Dakota law (SDCL § 3-6-19 *et seq* and SDCL § 33-17-15.1). Teachers must give written or verbal notice to their principal and the Assistant Superintendent of Support Services or designee.

2. Upon completion of the military service, the teacher shall be entitled to reinstatement in the previous position held, subject to the following conditions:

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a. The position has not been abolished in which case the teacher shall be reinstated to a similar like position;

b. The cumulative length of the teacher's military leave absences from employment do not exceed five (5) years;

c. The teacher is qualified and capable of performing the duties of the position;

d. If the service was less than thirty-one (31) days, the teacher gives notice to the Superintendent and returns to work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight (8) hour rest period;

e. If the service is between thirty-one (31) and one-hundred eighty (180) days, the teacher must apply for reemployment no later than fourteen (14) days after completion of military service, unless impossible or unreasonable to do so through no fault of the teacher, then as soon as possible by notifying the Superintendent in writing of complication;

f. If the service is one-hundred eighty-one (181) days or more, the teacher must apply for reemployment no later than ninety (90) days after completion of military service.

3. A teacher who is reemployed is entitled to the seniority and other rights and benefits determined by seniority that the teacher had on the date of the commencement of service in the uniformed service plus the additional seniority and rights and benefits that the teacher would have attained if the person had remained continuously employed.

4. Any teacher on military leave is required to pay the employee cost of any funded benefit required of other employees on a leave of absence.

5. The teacher may continue coverage under the District's health, life, and dental insurance paying one hundred percent (100%) of the full premium under the Plan, except in the case of a teacher who performs service in the uniformed services for less than thirty-one (31) days, in such case the teacher continues health, life, and dental coverage by paying the employee's share of the premium for such coverage.

6. The maximum period of coverage for a teacher and his or her dependents is the lesser of a twenty-four (24) month period beginning on the date on which the teacher's absence began or the day after the date on which the teacher fails to apply for or return to a position of employment as described above.

7. A leave of absence shall be granted to teachers in order to receive military training with the armed forces of the United States, not to exceed fifteen (15)

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days in any one calendar year. The request for leave must be made on the regular leave form and must include evidence defining the date of departure and, if reasonably possible, the date of expected return. The teacher shall indicate whether the teacher wishes to take a leave of absence with or without pay. If paid leave is requested, the District shall pay the teacher the regular salary due for the month in question, less the amount of military pay received by the teacher. Any payment from the military shall be credited against the obligation owed by the District. The teacher shall provide the Business Office with a copy of the military pay stub. Teachers are encouraged, whenever possible to make arrangements to take their training during the summer recess.

G. Professional Leave

1. At the discretion of the Superintendent, teachers may be granted professional leave for attendance at meetings of local, state or national educational organizations, workshops, conferences and school visitations, subject to the following considerations:

a. The leave is in the best interests of the District and is related to the teacher's area of instruction or in the district, or to visit other schools;

b. Teachers who wish to attend professional development activities shall apply to the superintendent at least ten (10) business days in advance;

c. The leave must be for teachers to participate in professional staff development activities sponsored by groups directly associated with education;

d. Priority is given on a determination by the Superintendent as to the nature of the professional development and its benefit to the district and the order of the request;

2. School-owned transportation will be provided for group travel if needed and available.

3. Mileage at the approved rate for the use of personal vehicles may be approved in the discretion of the Superintendent.

4. Upon return from Professional Leave, the teacher shall file with the Superintendent an itemized and verified accounting of expenses.

5. The teacher shall be prepared to present such reports as may be requested by the Superintendent or designee.

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6. When a School District employee is subpoenaed to testify in Court or give an oral deposition (whether or not they are a party), or is summoned to serve on a jury, he or she will be granted leave for the time demanded under the subpoena or summons, and submit it to the Superintendent for verification and approval.

a. State or Tribal Court: All fees received for State or Tribal Court appearances or services shall be retained be the employee. An employee on "Jury Duty Leave" shall receive the employee's regular salary less any amount received for services, up to but not in excess of the employee's regular daily rate of pay. Within fifteen (15) days of receipt of court fees, the employee is required to present the Court check to the business office for verification of leave time.

b. Federal Court: All fees received for Federal Court appearances or services shall be retained by the employee. An employee on "Jury Duty Leave" shall receive his/her regular salary less any amount received for services, up to but not in excess of his/her regular daily rate of pay. Within fifteen (15) days of receipt, the employee is required to present the Court check to the business office for verification of leave time.

H. Leave without Pay

1. Teachers must exhaust their regular leave before requesting Leave Without Pay (LWOP).

2. The Superintendent may grant leave without pay (LWOP) to employees for personal reasons. Requests for leave without pay must be approved by the Superintendent supervisor and must include the reason.

3. More than two (2) days of LWOP, without prior authorization from the employee's supervisor, is considered excessive and will result in disciplinary action which may include termination.

4. Additional leave without pay may only be granted in the discretion of the Board.

5. Teachers in Leave Without Pay (LWOP) status may utilize donated leave upon approval from the HR Director.

J. Administrative Leave

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1. Situations may arise which makes it necessary for a teacher to be absent for a reason not covered by any other type of leave. In this event the teacher may request administrative leave.

2. Such absences will be at no loss of pay to the teacher and will not be subtracted from any other leave benefits.

3. Exhaustion of accumulated leave is not a valid reason for a request under this Article.

4. The granting of administrate leave is in the sole discretion of the Superintendent based on the circumstances presented and the decision to grant or deny administrative leave is not subject to the grievance procedure.

5. One member of the Association's Executive committee may be granted administrative leave by the Superintendent to attend board meetings while school is in session.

I. School Closing, Late Starts, or Early Dismissal

1. School closings, late starts, or early dismissals shall mean closing or calling off school as authorized by the Superintendent. In the absence of the Superintendent, the final decision will be determined by his or/her designee. When the conditions could harm the health, or endanger the life of students or staff, e.g. disease, inclement weather, or hazardous conditions, all students and staff will be dismissed. Any days lost by virtue of school closure shall be made up as determined by the Board.

2. The decision as to dismissal of students and staff rests with the building principal, upon notification to and conference with the Superintendent or designee. School called off prior to the beginning of the contractual day will not be considered a contract day and will be required to be made up accordingly.

3. In cases where the Superintendent calls for a late start or early dismissal for the entire District, administrative leave will be granted for all teachers. In the event an employee had previously approved leave for a day when a late start or early dismissal occurred, the employee will be charged for the adjusted workday, as reflected on the timesheet.

4. The District reserves the right to teach or provide educational support on-line.

5. When the District calls a Remote Professional Development Learning day, all instructional staff covered by this agreement will be required to

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report to work online or in person, if required. Students will not be required to attend school on Remote Professional Development Learning days. If staff are required to work onsite, that will include all positions. For purposes of remote learning days, instructional staff will include: all certified staff, except those designated as supervisory or administrators, and the following non-certified staff: Lakota Cultural Instructors, Lakota Language Teachers, Immersion Teachers, CTE Alternative Teachers, licensed nurses, social workers, Speech Language Pathologist's Assistants, Techs, Success Coordinators, certified VHS Coordinators, Speech Language Pathologists, Speech Therapists, School Psychologists and Behavioral Specialists. If instructional staff are working remotely, they will be required to reports their virtual attendance with their supervisor. The sessions will be from 10:00 AM to 2:00 PM with a 30-minute lunch break. The District will send out the Webex link for staff to join.

ARTICLE XVIII

FRINGE BENEFITS

A. Health Insurance

1. The District shall provide each certified employee with Full Single Coverage with a deductible of Five Thousand Dollars ($5,000), which includes medical insurance from Wellmark BlueCross/BlueShield, vision insurance from VSP, dental insurance from Delta Dental, and group term life insurance policy from Metlife. If the employee elects coverage that exceeds the amount paid by the District for the Full Single Coverage (i.e. employee plus spouse plan, family plan, etc.), the District shall contribute the amount of the Full Single Plan towards the more expensive selected plan, and the employee shall authorize the District to withhold the amount exceeding the District's contribution from the employee's pay. If an employee elects coverage that is less than the contribution provided by the District, the difference will be retained by the District and not paid to the employee.

2. If the employee chooses not to elect one of the District's chosen health insurance plans, the certified employee may elect to instead receive the sum of Five Hundred Dollars ($500) per month, payable in two (2) installments of Two Hundred Fifty Dollars ($250) for the first two pay periods of each month. If the certified employee elects this option, they will still be responsible for their share of social security taxes, Medicare taxes, and Federal Income Taxes. In this case, the certified employee will also still receive the Metlife Group Term Policy.

3. The certified employee may also elect to receive neither one of the District's chosen health care plans or the $500 pay-out. In this case, the certified employee will still receive the Metlife Group Term Policy.

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B. South Dakota State Retirement – All employees covered under this Agreement are required to participate in South Dakota State Retirement.

ARTICLE XIX
EXTRA DUTY

A. The School Board will make every effort to hire qualified OLCSD staff for athletic coaching assignments, bus monitor assignments, and chaperones. If an employee is hired for an extra duty, the employee will still be responsible for all of their primary job duties, and the extra duties shall not interfere with the employee's primary job or job requirements.

B. Extra duty assignments, such as recess, playground, lunchroom duty, etc. will be assigned in an equitable manner.

C. Teachers who perform additional duties, for which the District has not established a pay rate, will be paid at the rate of Forty Dollars ($40.00) per hour. Payment will be reflected on the Timeclock Plus system. In the event an employee under this agreement chooses to work in a position different than that designated in their contract, i.e. substitutes for a custodian, that employee will be paid at the rate of the job position instead of the Forty Dollars ($40) per hour. An employee who performs additional duties will also be allowed to leave at 3:30 p.m., but not earlier, if leaving at such time is required for the additional duty. Teachers must include a description of the additional duty they are working on TCP.

D. Administrators will develop schedules that are fair and equitable for all staff, prior to the beginning of the school year that will insure appropriate supervision of students.

E. Teachers failing to abide by the schedules and assigned duties are subject to disciplinary action up to and including termination in accordance with the following progressive discipline:

- First offense – verbal warning
- Second offense – written reprimand placed in personnel file
- Third offense – one day suspension without pay
- Fourth offense – additional suspension and/or termination.

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ARTICLE XX
LAYOFF - REEMPLOYMENT RIGHTS

A. Reduction in Force (RIF)

In order to continue to provide the educational services needed in the event the Board of Education determines that a reduction in force shall occur, due to a substantial reduction in general fund revenue, program elimination or, reduction, the consolidation of attendance centers or school districts, reduction in enrollment, or the discontinuance of a particular type of teaching service, the following factors will be considered in determining the individuals to be retained or laid off:

1. The educational needs of the district and the ability of the district to provide the educational services required;
2. Continuing Contract status;
3. Performance evaluations;
4. Certifications and endorsements;
5. Experience (e.g., previous jobs or teaching, education, demonstrated skills);
6. Operational impact on the district;
7. State and federal mandates;
8. Administrative recommendations.

Should the need for reduction in force arise, temporary or not fully certified employees shall be considered for layoff first, followed by probationary employees, and then continuing contract employees.

Prior to implementation of any Reduction in Force, the District shall notify the Association in writing no fewer than thirty (30) calendar days prior to Board action, unless unforeseen financial or enrollment circumstances make such notice impracticable.

At the time of the notice, the District shall provide relevant data regarding the proposed reduction, including projected enrollment, affected programs, affected endorsements, staffing needs, and positions under consideration.

B. Reemployment

Continuing contract teachers (i.e., those in or beyond their fourth term of employment with the District) who are laid off (i.e., whose contracts are not renewed due to a reduction in force) shall have reemployment preference for a period

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of one (1) year from the day of layoff or notification of nonrenewal of their contract. Such continuing contract teachers who seek reemployment under this provision must notify the Superintendent in writing no later than February 1 of their desire to be reemployed. The notification shall include documentation of any additional "qualifications" obtained following layoff. Failure to notify the Superintendent by March 1 shall result in forfeiture of reemployment preference under this provision. The same factors as set forth above shall be followed in determining the order in which individuals may be recalled from layoff. If reemployed, teachers laid off by this policy shall start on the salary schedule step attained prior to layoff.

C. Termination of Employment

The employment relationship shall terminate when a teacher:

1. Resigns.

2. Is terminated.

3. His or her contract is not renewed.

4. Retires.

5. Fails to report to work at a position within the time established in a written notification to return. The Superintendent or designee shall give written notice to those teachers who are to return to work after an absence by mailing such notice to the last address furnished to the business office by the teacher. Any teacher thus notified must, within day five (5) days after the mailing of such notification, advise the Superintendent in writing whether he or she intends to return to work and must report for work within eight (8) days after the mailing of such notice.

6. Is laid off or is absent because of illness or injury for a continuous period of one (1) year, unless such time is extended in writing by the Superintendent or fails to notify the Superintendent or designee on February 1 as provided in Section B of this Article.

D. The provisions of this Article shall not apply to the release or non-reemployment of teachers who have been employed in positions for which a terminal date was established at the time of employment.

E. Where the term "certification" is used herein, it shall mean that which is on file in the business office as of February 1 of each year. Additional certification received after February 1 will be considered for provisional contracts and/or reinstatement but not for a reduction in force in such year.

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F. A reduction of a full-time teacher to part-time status shall not be considered a layoff under this Article.

ARTICLE XXI
RESIGNATIONS

A. Resignations for the upcoming school year shall be submitted to the supervisor prior to the issuance and signing of a new contract for the ensuing school year.

B. Resignations received after the issuance and signing of a new contract shall be subject to the liquidated damages listed under Breach of Contract.

C. Resignations for the current school year shall be filed with the supervisor at least forty-five (45) calendar days prior to the effective date of resignation. In the event the District finds and contracts with a suitable replacement prior to the expiration of the forty-five (45) day period, the teacher may be released from contract at that time without penalty.

D. Breach of Contract – If a breach of contract occurs, the teacher shall be assessed liquidated damages in the amount of Two Thousand Two Hundred Dollars ($2,200).

E. The assessed amounts will be subtracted from the teacher's final salary check from the District. If the assessed amount exceeds the amount of the check, the teacher will be required to pay the District the difference. Failure to pay the assessed amount will result in recommendation of revocation of the teaching certificate to the South Dakota Department of Education as permitted by law or the District may pursue any other authorized remedy.

F. In cases of emergency or unforeseen circumstances beyond an individual's control, or upon mutual agreement between the teacher and the District, a waiver of liquidated damages may be granted by the Board. Such requests for a waiver should be made in writing to the Superintendent for submission to the Board for its consideration. The decision of the Board is final and not subject to the grievance procedure.

ARTICLE XXII
WORKER'S COMPENSATION

A. A teacher injured in the course and scope of employment is entitled to Workers' Compensation benefits under South Dakota Law. A teacher, or his/her representative, shall immediately upon the occurrence of an injury, or as soon

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thereafter as is practicable, but in no event more than five (5) days, give to the teacher's immediate supervisor written notice of the injury. Failure to give notice shall result in all penalties applicable under the Worker's Compensation Act of South Dakota. Failure to provide timely notice of a work-related injury will result in no coverage for the injury under the District's Worker's Compensation Insurance plan.

B. In the event of a work-related injury in which time off work is covered under worker's compensation, the teacher must elect to receive sick leave or compensation, but not both, in an amount in excess of the employee's regular rate of pay. A teacher who has elected to use sick leave and has sufficient leave to cover the time absent from work shall receive regular salary less any amount received for compensation up to, but not in excess of, the employee's regular daily rate of pay. The teacher's sick leave account shall be reduced pro-rata with the amount of sick leave paid to the employee. Any sick leave used for the period covered by the worker's compensation shall be returned to the teacher up to, but not excess of, the amount of the compensation payments.

ARTICLE XXIII
ADMINISTRATIVE STAFF VACANCIES

A. Whenever a vacancy in the Superintendent position exists, the Board shall appoint an interview committee which will include an OLCEA member to make a recommendation to the Board. The recommendation of the interview committee to the Board is advisory only.

B. In the event of a building level administrative vacancy, at least one (1) member on the interviewing committee shall be from the respective building in which the vacancy exists. The recommendation of the interview committee to the Board is advisory only.

ARTICLE XXIV
EARLY RETIREMENT

A. Any teacher who has been employed by the District for twenty (20) consecutive years and who has attained the age of fifty-four (54) may elect to retire early.

B. A teacher electing to take early retirement must notify the Superintendent, in writing prior to March 1 of the year in which retirement will occur.

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C. In the event the teacher dies while all or part of their early retirement benefit remains unpaid, such unpaid benefit will be paid to the beneficiary of the teacher or to the teacher's estate.

D. The teacher who meets the criteria and retires early shall be entitled to receive a cash payment which shall be equal to, but not more than Seventy-Five Percent (75%) of the salary in the year in which early retirement was requested (excluding extra duty pay).

E. The cash payment shall be payable either as one (1) lump sum, or one-third (1/3) of the amount on July 1 following retirement, one-third (1/3) on each subsequent July 1, until paid in full.

F. No more than two (2) teachers per year may receive early retirement. If more than two (2) teachers apply, those receiving early retirement shall be determined by seniority. If seniority is equal, then a lottery drawing will be held to determine the individuals who receive early retirement. The Superintendent shall oversee the lottery process.

G. Any teacher who meets early retirement criteria and would have been eligible on March 1, but did not request early retirement, may request early retirement accompanied by a physician's statement of severe illness. If two (2) teachers have applied and have been selected, the teacher filing after March 1 will be paid in installments in the following three (3) years.

H. Early retirement benefits are allowed only once in a lifetime from the District. Should an individual take early retirement and return to employment with the District, the individual will begin at zero years of experience on the salary schedule with non-tenure status. No out of district experience will be applicable.

ARTICLE XXV
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint filed by a teacher or teachers employed by the District or by the Association on behalf of a teacher or teachers who are covered by this Agreement that there has been a violation, misinterpretation, or inequitable application of any of the terms of this Agreement, or existing board policy except that the term "grievance" shall not apply to any matter as to which (a) the method of review is prescribed by law, or (b) the Board of Education is without authority to act.

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2. An "aggrieved person" is a teacher or teachers employed by the District asserting a grievance.

3. "Association" shall mean the Oglala Lakota County School Education Association.

4. "Board" shall mean the School Board of the Oglala Lakota County School District.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise from time to time. The proceedings under the procedure will be kept as informal and confidential as appropriate at any level of the procedure.

C. Representation

After the filing of any grievance, any teacher or party in interest may be represented by a person selected by the aggrieved person.

D. Time limits

1. No grievance shall be recognized unless it is presented within fifteen (15) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as null and void. The same time limit shall apply to any group grievance as described in this Article.

2. If the teacher fails to adhere to the time limits or procedures established in the procedure, the grievance shall be considered null and void.

3. If the aggrieved teacher or appropriate administrator is to attend or meet with the aggrieved person due to an absence or illness, the meeting will be rescheduled.

4. The time limits specified in this Article may be extended by mutual agreement, provided the time extension is requested within the time limits set forth in this Article.

5. If a time period provided in this Article expires during a weekend or vacation period occurring during the school year, the time limit shall be extended to include the next regularly scheduled working day.

E. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum, and every effort should be made to expedite the process. All grievances

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must be submitted on the required form to the Superintendent with a copy filed with the appropriate personnel as outlined below.

2. Level 1: The Level 1 grievance must be submitted within fifteen (15) working days of when the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. The principal/supervisor shall hold the Level 1 meeting with the employee within fifteen (15) working days of the request, and a decision will be rendered within fifteen (15) working days following the Level 1 meeting. If the principal/supervisor fails to provide a written decision within fifteen (15) working days, then the aggrieved person may proceed to file at Level 2. This step may be waived by mutual written and signed agreement of the grievant and the immediate supervisor. If so, the grievance may proceed to Level 2 provided the grievant files the grievance at Level 2 within fifteen (15) working days.

3. Level 2: If the aggrieved person is not satisfied with the disposition of the grievance at Level 1, the aggrieved person may file the grievance in writing with the Superintendent or his designee within fifteen (15) working days after the grievance decision has been rendered at Level 1. The Superintendent or his designee shall meet with the aggrieved person in an effort to resolve the grievance. Such meeting shall take place within fifteen (15) working days after the receipt of the written grievance at Level 2. Within fifteen (15) working days after said meeting, a decision in writing shall be rendered to the aggrieved person. If the Superintendent fails to provide a written decision within fifteen (15) working days, then the aggrieved person may proceed to file at Level 3.

4. Level 3: If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, the aggrieved person may file the grievance in writing with the School Board, with a copy to the Superintendent, within fifteen (15) working days after the grievance decision has been rendered at Level 2. The School Board will hold a hearing on the grievance within thirty (30) working days of receipt of the grievance. The aggrieved person will be notified a minimum of five (5) working days before the hearing. Within fifteen (15) working days after the hearing, the School Board shall render its decision in writing to the aggrieved party and the Association.

5. Level 4: If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, the aggrieved party may within thirty (30) calendar days initiate an appeal to the Department of Labor and Regulation. The decision of the Department shall be binding on the aggrieved person and the District in accordance with the provisions of SDCL 3-18-15.2. The investigation and hearing held by the Department shall be conducted in accordance with the rules and regulations of the Department.

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6. It is specifically and expressly understood and agreed that an appeal to the Department of Labor and Regulation constitutes an election of remedies and a waiver of any and all rights by the appealing party or parties and his or her representative(s) to litigate or otherwise contest the appealed subject matter in any court under SDCL 13-46, except in the form of an appeal from the decision of the Department of Labor and Regulation as provided in SDCL 1-26.

F. Miscellaneous Provisions

1. The District shall not retaliate against any employee for participation in the grievance procedure.

2. If a grievance affects a group of teachers from more than one (1) building, such grievance may be submitted in writing directly to the Superintendent's office, and the processing of such grievance may be commenced at Level 2. A group grievance must be submitted within the time limitations set forth in D above.

3. The District and Association shall provide and utilize the grievance procedure form attached to this Agreement as Appendix D. A supply of grievance forms shall also be available upon request with/from the business office, the Superintendent, Principals, or OLCEA Executive Board.

4. All procedural documents and records dealing with the processing of a grievance shall be kept in separate sealed portion of the personnel file of any of the participants. Any such documents and records may only be opened based upon the written approval by the Superintendent.

5. The District shall make available to the aggrieved person or the aggrieved person's representative all pertinent information, not privileged under law, in its possession or control that is relevant to the issues raised in the grievance.

6. When it is necessary for an aggrieved person or representative to attend a meeting or a hearing called during the school day, such person(s) shall make advance arrangements with the principal and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

7. Teachers who voluntarily terminate their employment will have their grievances immediately withdrawn.

8. Neither school vehicles nor school supplies shall be provided or used by the Association or its members in connection with any grievance filed.

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ARTICLE XXVI
HAZARDOUS CONDITIONS

The District agrees to do everything reasonably necessary to create and maintain safe, healthful and sanitary working conditions in the schools and school property, including vehicles. If an employee discovers a hazardous condition, the employee shall report the hazard to the principal or an administrator.

ARTICLE XXVII
MISCELLANEOUS PROVISIONS

A. Savings Clause

If any provision of this agreement or any application of the agreement is or becomes in contravention of the laws of the United States or the State of South Dakota, 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 agreement shall, as soon as practicable, arrange to bring the provision or application in question into compliance with law if possible.

B. Use of Facilities

The Association shall have the right to use the school facilities and equipment under the following conditions:

1. The Association, with the consent of the Superintendent, shall be permitted to conduct official association business on school property during non-working hours, provided that there is no interference with normal school functions and five (5) days prior written notice is given to the Superintendent.

2. That usage does not interfere with educational programs or the responsibilities of any person.

3. That any extraordinary utility or custodial costs incurred because of the usage may be charged to the Association at a rate consistent with Board policy.

4. The Association and its members are liable for any damage done to District facilities or equipment as well as any injury to person from any cause arising during the Association's use of District facilities or equipment.

C. Use of Inter-School Mail

The Association shall have the right, with the prior written approval of the Superintendent, to use teacher mailboxes, electronic mail and visual displays for announcements of its meetings and other Association business provided that such

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usage does note interfere with normal school functions and does not result in an increase workload or unreasonable expense to the District.

ARTICLE XXVIII

EFFECTIVE DATE AND DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2026, through June 30, 2027

B. Written notice of a party's desire to amend this agreement for the 2027 · 2028 fiscal year must be made to the other party no sooner than February 15, 2027, and no later than March 1, 2027.

C. Negotiations and any authorized proceedings thereafter shall be governed by the provisions of SDCL Chapter 3·18 and Chapter 60-10.

Dated this 9 day of April, 2026, effective July 1, 2026.

OGLALA LAKOTA COUNTY SCHOOL EDUCATION ASSOCIATION

BY: Justin McConnell
President

OGLALA LAKOTA COUNTY SCHOOL DISTRICT 65·1

BY: Dyron Bear
President, Board of Education

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APPENDIX A

CERTIFIED STAFF SALARY SCHEDULE
2026-2027
182 Day Contract

STEP	SALARY-2026-2027	DAILY WAGE
A-E BA Degree	$58,408.51	$320.93
BA Degree +18	$60,066.07	$330.03
BA +36/MA Degree	$61,124.64	$335.85
F-J BA Degree	$62,950.54	$345.88
BA Degree +18	$64,641.15	$355.17
BA +36/MA Degree	$65,699.72	$360.99
K-O BA Degree	$69,143.94	$379.91
BA +36/MA Degree	$70,834.56	$389.20
P-T BA Degree	$73,648.80	$404.66
BA +36/MA Degree	$75,338.38	$413.95
U-Z BA Degree	$78,153.65	$429.42
BA +36/MA Degree	$79,843.23	$438.70

Effective July 1, 2026, a $1,000 increase to base salary at levels A-Z for each educational level was applied.

*In the event a staff contract is shorter or longer than 182 days, the daily rate will be based on 182 days.

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Salary Schedules

OLCSD Licensed Speech Language Pathology Assistant Schedule (182 days)		
Licensed SLPA		
STEP	ANNUAL	DAILY
A-E	$38,767.67	$213.01
F-J	$41,502.39	$228.04
K-O	$44,237.11	$243.06
P-T	$46,971.83	$258.09
U-Z	$49,706.56	$273.11

Effective July 1, 2026, a $1,000 increase to base salary at levels A-Z for each educational level was applied.

OLCSD Nurse Salary Schedule (182 days)					
LICENSED PRACTICAL NURSE			REGISTERED NURSE		
STEP	ANNUAL	DAILY	STEP	ANNUAL	DAILY
A-E	$51,394.07	$282.39	A-E	$59,321.46	$325.94
F-J	$54,492.32	$299.41	F-J	$62,419.71	$342.97
K-O	$57,590.57	$316.43	K-O	$65,517.96	$359.99
P-T	$60,688.82	$333.46	P-T	$68,616.21	$377.01
U-Z	$63,787.07	$350.48	U-Z	$71,714.46	$394.04

Effective July 1, 2026, a $1,000 increase to base salary at levels A-Z for each educational level was applied.

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OLCSD Non-Teaching/Degreed/Licensed Salary Schedule (182 days) to include social workers, school success coordinators, career planning coordinators, CTE Alternative Teachers, Behavior Specialists, and other positions that are non-teaching but degreed.					
BS/BA			MASTER'S DEGREE		
STEP	ANNUAL	DAILY	STEP	ANNUAL	DAILY
A-E	$51,394.07	$282.39	A-E	$59,321.46	$325.94
F-J	$54,492.32	$299.41	F-J	$62,419.71	$342.97
K-O	$57,590.57	$316.43	K-O	$65,517.96	$359.99
P-T	$60,688.82	$333.46	P-T	$68,616.21	$377.01
U-Z	$63,787.07	$350.48	U-Z	$71,714.46	$394.04

Effective July 1, 2026, a $1,000 increase to base salary at levels A-Z for each educational level was applied.

SPECIALIZED DEGREED/LICENSED Speech Therapists, Speech-Language Pathologists, School Psychologists (Daily rate based on 182 days, 7.5 hours per day)		
STEP	ANNUAL	DAILY
A-E	$97,045.75	$533.22
F-J	$101,744.76	$559.04
K-O	$103,624.37	$569.36
P-T	$105,503.97	$579.69
U-Z	$107,383.58	$590.02

Effective July 1, 2026, a $1,000 increase to base salary at levels A-Z for each educational level was applied.

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OLCSD Lakota Cultural Instructors, Lakota Language Teachers, and Lakota Immersion Teachers Certificate/AA degree/Teaching Certificate/BA Degree/Master's Degree (182 days)			
STEP	Degree	ANNUAL	DAILY
A-E	Instructor Certificate, AA Degree, Teaching Certificate/BA	$58,408.51	$320.93
	BA+18	$60,066.07	$330.03
	BA +36/MA	$61,124.64	$335.85
F-J	Instructor Certificate, AA Degree, Teaching Certificate/BA	$62,950.54	$345.88
	BA+18	$64,641.15	$355.17
	BA +36/MA	$65,699.72	$360.99
K-O	Instructor Certificate, AA Degree, Teaching Certificate/BA	$69,143.94	$379.91
	BA +36/MA	$70,834.56	$389.20
P-T	Instructor Certificate, AA Degree, Teaching Certificate/BA	$73,648.80	$404.66
	BA +36/MA	$75,338.38	$413.95
U-Z	Instructor Certificate, AA Degree, Teaching Certificate/BA	$78,153.65	$429.42
	BA +36/MA	$79,843.23	$438.70

Effective July 1, 2026, a $1,000 increase to base salary at levels A-Z for each educational level was applied.

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OLCSD Degreed Tech Salary Schedule 7.5 hours per day; both 182 and 215 included in schedule				
STEP	Degree	SALARY 2026-2027 182 Days	DAILY WAGE 26-27	SALARY 2026-2027 215 Days
A-E	AA	$51,426.08	$282.56	$60,750.59
	BA/BS	$54,807.31	$301.14	$64,744.90
	Masters	$58,871.18	$323.47	$69,545.62
F-J	AA	$56,256.26	$309.10	$66,456.57
	BA/BS	$59,985.52	$329.59	$70,862.02
	Masters	$63,780.87	$350.44	$75,345.53
K-O	AA	$61,568.72	$338.29	$72,732.28
	BA/BS	$65,665.64	$360.80	$77,572.05
	Masters	$70,044.50	$384.86	$82,744.88
P-T	AA	$66,073.58	$363.04	$78,053.95
	BA/BS	$70,170.50	$385.55	$82,893.72
	Masters	$74,549.36	$409.61	$88,066.55
U-Z	AA	$70,579.47	$387.80	$83,376.85
	BA/BS	$74,675.35	$410.30	$88,215.39
	Masters	$79,054.21	$434.36	$93,388.22

Effective July 1, 2026, a $1,000 increase to base salary at levels A-Z for each educational level was applied.

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APPENDIX B
EXTRA-CURRICULAR SALARY SCHEDULE

Upon hire, qualified employees will be placed on the Step indicated by experience. An employee can only hold one extra-curricular position at a time and only three per year. Special circumstances will be determined on a case-by-case basis. Up to 10 years of experience may be granted. Additional compensation will be provided if a coach qualifies for the State tournament – Head Coach $1,500; Assistant Coach $700.

The extra-curricular position shall not conflict with or impede the employee's primary job responsibilities within the District.

Upon hire, the coach will continue in their assignment as a coach for Oglala Lakota County on an ongoing basis unless and until the assignment is ended in accordance with school district policies.

- Resignation by the Coach: The Coach may resign from the coaching assignment by providing written notice to the Athletic Director or Principal.
- Elimination of the Program: The coaching assignment shall be automatically concluded if the sport is discontinued by the school district.
- Mutual Agreement: The assignment may be ended at any time by mutual agreement.
- Termination: Oglala Lakota County reserves the right to remove the Coach from the assignment at any time for just cause.
    - Non-renew: The school district may also non-renew or reassign the Coach with written notice in accordance with district procedures.

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Category/Position	A-E	F-J	K-O	P-T	U-Z
Category 1 HS Head Basketball (Varsity) HS Head Football (Varsity) HS Head Volleyball (Varsity) HS Head Wrestling Boys (Varsity) HS Head Wrestling Girls (Varsity)	$7,000	$7,150	$7,300	$7,450	$7,600
Category 2 MS Athletic Director	$5,000	$5,150	$5,300	$5,450	$5,600
Category 3 HS Head Competitive Dance (Varsity) HS Head Cross Country (Varsity) HS Head Golf (Varsity) HS Track (Head and Asst) HS Head Softball (Varsity) HS JV Basketball HS Esports	$4,500	$4,650	$4,800	$4,950	$5,100
Category 4 HS Assistant Football HS Assistant Volleyball HS Assistant Wrestling HS C Team Basketball HS Cheerleading HS Student Council HS Rodeo	$3,500	$3,650	$3,800	$3,950	$4,100
Category 5 HS Assistant Softball HS Assistant Cross Country HS Assistant Golf MS Head Football (A Team) MS Head Basketball (A Team) MS Cross Country (A Team) MS Cheer (A Team) MS Student Council MS Track (A Team) MS Volleyball (A Team) MS Wrestling (A Team) MS Archery (A Team) MS Golf MS Softball 8th Grade Sponsor MS Hand games (per semester) MS Dance Club (per semester) MS Drum Group (per semester)	$2,000	$2,150	$2,300	$2,450	$2,600
Category 6 MS Football Assistant MS Basketball Assistant MS Volleyball Assistant MS Wrestling Assistant MS Cross Country Assistant MS Track Assistant MS Assistant Cheer MS Archery Assistant MS Hand games Assistant RF Student Services	$1,750	$1,900	$2,050	$2,200	$2,350
Category 7 **LNI Lakota Language Sponsor**	$500.00 limit 2 teams per school; must take the team to competition				

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Additional Rates

MS Certified Basketball Official A Team Game Only: 3 Referees	$75.00 per game
MS Non-Certified Basketball Official A Team Game Only: 3 Referees	$50.00 per game
MS B and C Team: 2 Referees	$50.00 per game, each referee
MS Volleyball Official: 2 Referees	$50.00 per game
MS Registered Football Official	$80.00 per game
MS Non-Registered Football Official	$50.00 per game
MS/HS Chain Gang	$50.00 per game
MS/HS Timekeeper	$35.00 per game
MS/HS Scorekeeper	$35.00 per game
MS/HS Volleyball Line Judges	$35.00 per game
HS Announcer	$35.00 per game
HS Livestream	$35.00 per game
HS Admissions	$35.00 per game
Bus Monitor	$30.00 per day ($15.00 A.M. run, $15.00 P.M. run

Chaperones (6 AM to 10 PM)	$20.00 an hour (pre-approved)
MS/HS Clubs	$40.00 an hour (Board approved)

After school tutoring, and parent events that are not in the contract hours will be paid at the hourly rate for classified staff and $40.00 an hour for certified staff. In the event a grant or other funding source is providing the payment, additional stipends or hourly rates will be adjusted to the funding source.

Concession stands will be supervised by the Athletic Director/Activities Director and Club Sponsors. No additional compensation will be provided for concession stands.

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APPENDIX C
PAY PERIOD SCHEDULE

Friday, August 21, 2026
Friday, September 4, 2026
Friday, September 18, 2026
Friday, October 2, 2026
Friday, October 16, 2026
Friday, October 30, 2026
Friday, November 13, 2026
Friday, November 27, 2026
Friday, December 11, 2026
Friday, December 25, 2026
Friday, January 8, 2027
Friday, January 22, 2027
Friday, February 5, 2027
Friday, February 19, 2027
Friday, March 5, 2027
Friday, March 19, 2027
Friday, April 2, 2027
Friday, April 16, 2027
Friday, April 30, 2027
Friday, May 14, 2027
Friday, May 28, 2027
Friday, June 11, 2027
Friday, June 25, 2027
Friday, July 9, 2027
Friday, July 23, 2027
Friday, August 6, 2027

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APPENDIX D

GRIEVANCE PROCEDURE FORM

REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL ONE FORM

Date of presentation to Principal:

Name of Aggrieved Person:

Home Address:

School:

Principal:

Nature of Grievance including provision of policy alleged to have been violated:

Settlement Requested:

Has the grievance been processed at the Informal Level? ____

Date of informal discussion:_____

Signature _____ Aggrieved Person

**Attach any relevant documentation and written notice provided to your supervisor regarding the Informal Procedure.*

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:

Decision of Principal:

Signature _____ Principal

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REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL TWO FORM

Date of presentation to Superintendent:

Name of Aggrieved Person:

Home Address:

School:

Date of Reply to Level One grievance:

State reason for submission of grievance to Level Two:

Settlement requested:

Signature _____ Aggrieved Person

**Copies of Level One Request for Settlement of Grievance and Reply must be attached.*

REPLY TO LEVEL TWO GRIEVANCE

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of submission of Grievance to Superintendent:

Decision of Superintendent:

Signature _____ Superintendent

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REQUEST FOR SETTLEMENT OF GRIEVANCE LEVEL THREE FORM

Date of submission to President of the School Board:

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:

Signature _____ Aggrieved Person

**Copies of all previous grievance forms and replies must be attached.*

REPLY TO LEVEL THREE GRIEVANCE

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of Submission of grievance to President of the School Board – Level Three:

Date of Hearing with School Board:

Decision of the School Board:

Signature _____ President, School Board

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