

NEGOTIATED AGREEMENT

BETWEEN

CUSTER SCHOOL DISTRICT 16-1
BOARD OF EDUCATION

AND

CUSTER INSTRUCTIONAL ASSISTANTS (CIA)

2026-2027

Ratified: 7/8/26

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ARTICLE 1 - RECOGNITION AND DEFINITIONS

1.1 RECOGNITION

Pursuant to the provisions of SDCL 3-18, the School Board of School District #16-1, Custer, South Dakota, (hereinafter referred to as the "Employer" or the "Board") recognizes the Custer Instructional Assistants Association affiliated with the CEA-SDEA-NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all full and part-time instructional assistants (hereinafter referred to as the "Employee" or "Bargaining Unit Member") exclusive of supervisors.

1.2 DEFINITIONS

A. EMPLOYEE

The term Employee or Bargaining Unit Member when used hereinafter in this agreement shall refer to all Employees (District, Title, Instructional, Office, and Special Education aides) represented by the Association. Full-time employees are those working six (6) or more hours. Part-time employees are those working less than six (6) hours. Temporary hires are not part of the agreement.

B. DAYS

The term "days", when used in this agreement, except where otherwise indicated, shall mean working days or pupil attendance days.

C. SUPERINTENDENT

The title Superintendent shall indicate the Superintendent of Schools, CEO, or his/her designee.

D. EMPLOYER

The term Employer, Employer Board or Board of Education shall indicate the Board of Education.

E. ASSOCIATION

The term Association or Union shall indicate the sole and exclusive bargaining representative.

ARTICLE 2 - FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 BARGAINING NOTIFICATION

On or before March 1st, either the District or CIA will inform the other of their intention to open negotiations. Notice can be given in writing via email, or verbally, with documentation.

2.2 RELEASED TIME FOR BARGAINING

When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee members.

2.3 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION

Within thirty (30) days after the Agreement is signed, copies will be printed and distributed by the Superintendent. Copies will be presented to the Association for distribution to each Bargaining Unit Member now employed, hereafter employed or considered for employment.

2.4 CONTRACTUAL AMENDMENTS

The parties may modify or amend this agreement by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this contract and considered a part of this Agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 DEFINITIONS

A grievance shall be any claim by the Association, an Employee, or a group of Employees that there is an alleged violation, misinterpretation, or misapplication of the terms of this agreement or a violation of Board Policy.

3.2 TIME LIMITS

All time limits consist of school days in which pupils are in attendance. When a grievance is submitted within ten (10) days before the close of the current school term, then time limits shall consist of all weekdays.

3.3 PROCEDURES

The parties acknowledge that an Employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

A. **STEP I** - Whenever any employee, group of employees, or the Association has a grievance, they shall meet on an informal basis with the immediate supervisor of the employee within thirty (30) days after the employees, through the use of reasonable diligence should have had the knowledge of the occurrence that gave rise to the grievance.

B. **STEP II** - The grievant may present the grievance in writing to the first line administrator, who will arrange for a meeting to take place within seven (7) days after receipt of the grievance. The Association's representative, the grievant, and the first line administrator shall be present for the meeting. Within seven (7) days of the meeting, the grievant and the Association shall be provided with a written response, including the reasons for the decision.

C. **STEP III** - If the grievance is not resolved at Step II, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within seven (7) days after receipt of the Step II answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within seven (7) days of the Superintendent's receipt of the appeal. Within seven (7) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

D. **STEP IV** - If the grievance is not resolved at Step III, then the Association may refer the grievance to the Board of Education within seven (7) days after receipt of the Step III answer. The Board of Education shall arrange for a formal hearing no later than its next regularly scheduled meeting, and serve a written disposition of the matter on the party or parties and the Association within ten (10) days after the hearing, including the reasons for the decision.

E. **STEP V** - If the Association is not satisfied with the disposition of the grievance at Step IV, the Association may submit the grievance to the Department of Labor for final and binding arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step IV answer then the grievance shall be deemed withdrawn.

3.4 BYPASS

By mutual agreement, any step of the grievance procedure may be bypassed.

3.5 CLASS GRIEVANCE

Class grievances involving one or more Employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step III.

3.6 NO REPRISALS CLAUSE

No reprisals shall be taken by the Employer against any Employee because of the Employee's participation or refusal to participate in a grievance.

3.7 FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the Employees.

3.8 GRIEVANCE WITHDRAWAL
A grievance may be withdrawn at any level without establishing precedent.

3.9 NO WRITTEN RESPONSE
If no written decision has been rendered within the time limits indicated by a step, then grievance shall be deemed resolved in favor of the grievant.

3.10 SETTLEMENT
By mutual agreement, a grievance may be settled at any step with or without establishing precedent.

3.11 GRIEVANCE FORMS
All grievance forms shall be mutually developed and agreed to by the parties and become part of this contract and attached hereto. See Appendix A.

ARTICLE 4 - EMPLOYEE RIGHTS

4.1 RIGHT TO ORGANIZE AND PARTICIPATE
Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing.

4.2 BREAK PERIOD
Employees shall be permitted to leave the building during any break period, which is greater than or equal to thirty (30) minutes. All employees will sign out in the office as a courtesy to the building administrator.

4.3 RULES AND REGULATIONS
All policies, regulations, and rules of the Employer must be published and readily available to the Employees through posting on the district Website.

4.4 EMPLOYEE NOTIFICATION OF ASSIGNMENTS
By May 1, the Superintendent will notify the paraprofessionals by email about any impending reductions in force (RIFs). An employee shall be given written notice of his/her assignments for the forthcoming year no later than August 1st, preceding the first day of the new school term. In the event changes in such assignments are deemed necessary by the district, the Employee affected shall be notified promptly in writing. Within ten (10) days of the written notice, the employee may request a meeting to discuss the change in assignment. The Employee shall be allowed to request a transfer or a one (1) year leave of absence if such change is not acceptable to him/her (Subject to 9.6). All employees hired in special education positions will be rehired as IV's but will be notified of assignments upon determination by the special education director and superintendent of schools at the beginning of the school year.

ARTICLE 5 - ASSOCIATION RIGHTS

5.1 ASSOCIATION COMMUNICATIONS
Announcements of Association business and other communications, which have no impact on the student body, may be placed on the appropriate bulletin boards distributed through the district's email, or placed in employee mailboxes.

5.2 ASSOCIATION LEAVE
In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the district for the cost of the substitute(s) (if any) for any

aggregate number of days exceeding ten (10) in any school term used for such purposes, and that a written notice for leave has been submitted to the Superintendent.

5.3 ASSOCIATION PARTICIPATION - EMPLOYEE SUSPENSION, DEMOTION, DISCHARGE

An Employee charged with violation which may lead to his/her suspension or discharge shall have the right to be represented by the Association and/or legal representation at any hearing conducted by the Board. The Employee shall be given written notice, to include due process rights, of the hearing, at least forty-eight (48) hours prior to such.

5.4 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

The Employer will allow the Association to use District facilities for committee, general or building Employee meetings, outside of school attendance hours. Association members will be allowed to store Association materials in their rooms or desks in a place not available to students. In addition, the Association shall have the right to use equipment including duplicating or printing equipment, binding equipment, calculating machines, audio-visual equipment, and computer and word processing equipment at reasonable times when such equipment is not in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

5.5 BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL PROPERTY

Representatives of the Association shall be permitted to transact Association business on school property provided that they make their presence known to the proper official upon entering the buildings.

5.6 ASSOCIATION MEETING DAYS

The Association will give prior notification to the building principal whenever meeting times are scheduled.

ARTICLE 6 - WORK YEAR

6.1 BREAKS - LUNCH

A. ALL EMPLOYEES

All employees shall receive at least one fifteen (15) minute paid break every four (4) hours and a duty-free unpaid lunch of no less than thirty (30) minutes.

B. Paid leaves and calamity days shall all count towards meeting the above workweek requirements.

6.2 WORK YEAR

The work year shall be consistent with the adopted school calendar.

6.3 REGULAR OVERTIME

All work over and above forty (40) hours per work week shall be compensated at the rate of one and one-half (1 1/2) times the normal rate of pay. All overtime hours must have prior approval of the employee's supervisor and Superintendent of Schools.

6.4 FLEX TIME

All employees are considered hourly people and are expected to complete their work tasks within the normal workweek. It is recognized that some employees may be required to stay for meetings, such as IEP meetings, at the request of their supervisor and in some circumstances will be allowed to flex that time out. Flex time may be granted and must be approved in advance by the employee's supervisor. Flex time will only be allowed on a limited basis.

6.5 COMPENSATION FOR THANKSGIVING EARLY RELEASE

On the early release day prior to the Thanksgiving holiday, all employees shall be entitled to their regular daily pay, provided they have worked their regular hours for that particular day. If school is not in session on the Wednesday prior to Thanksgiving, the employees will be paid their regular daily pay.

ARTICLE 7 - WORKING CONDITIONS

7.1 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS

The Employer shall support and assist Bargaining Unit Members with respect to the maintenance of control and discipline of students in the Bargaining Unit Members' assigned work area. Bargaining Unit Members may use such physical force with a student as is necessary to protect themselves, a fellow Bargaining Unit Member, any other non-bargaining unit Employee, an administrator, a student or to prevent damage to district property.

7.2 DISPENSING OF MEDICINE

Bargaining Unit Members shall not be required to administer medication to pupils, to do tubal feedings or range of motion unless they have received proper training as prescribed in State statute. The Employer shall indemnify and save harmless from any liability Bargaining Unit Members who administer the above to pupils in direct response to an order from supervisory personnel to do so.

7.3 SUPERVISION OF STUDENTS

The District will make good faith efforts to ensure that no paraprofessional is left alone to supervise students unless it is deemed necessary and is directed by a supervisor. Such supervision will last until a qualified replacement is available to relieve the Employee. This article does not apply to paraprofessionals who are hired for the expressed purpose of supervising students (i.e. study hall, computer lab paraprofessional, library paraprofessional).

7.4 IN-SERVICE/PROFESSIONAL DEVELOPMENT DAYS

The Employee may be required to work on those days when the certified staff is attending an in-service, at the discretion of the administrator. These days will be days that the employee is compensated at their regular daily rate of pay. For paraprofessional In-service days, clarification should be made on the school calendar, specify which days to attend. Whenever possible, paraprofessionals shall be notified by August 15 of the district in-service days they will attend for the school year. Building Administrators, the Special Education Director, and District Advisory Paraprofessionals shall discuss all training opportunities that are offered to staff during District Advisory meetings. The District Advisory committee will work together to determine if the training/topic is applicable to all paraprofessionals. It is recommended that this conversation happen in a timely manner so that employees have sufficient time to plan accordingly.

ARTICLE 8 - EMERGENCY SCHOOL CLOSING

8.1 NOTIFICATION PROCEDURE

School closings will be as per district policy.

8.2 SCHOOL CLOSING-LEAVE DAYS

When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by an Employee will be deducted for such emergency days.

8.3 PAY DURING SCHOOL CLOSINGS –

When the school is started late or closed after the school day has begun, employees will be paid for their regular scheduled work hours for that day. When the school board forgives a Snow Day Makeup

Day, and it will not be made up, the Employee will be paid for their regular hours which they would have worked.

8.4 INCLEMENT WEATHER-REPORTING FOR WORK

Nothing in this article shall require any Employee to report for work in cases where severe inclement weather or other acts of God prevent such Employee from reporting, or where reporting to work would present an immediate safety hazard to such Employee. Any abuse of this article will result in disciplinary action to the Employee.

ARTICLE 9 – LEAVES

9.1 SICK LEAVE

At the beginning of each work year, each Employee shall be credited with nine (9) days per year; the unused portion of which shall accumulate from year-to-year up to a maximum of one hundred (100) days. The maximum shall be applied, however, prior to the 9 additional days being added each new school year, thus allowing the total number of days available for use in any one year to equal 109 at maximum. The Employer shall furnish each Employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said Employee. Employees' leave time will be converted from days to hours. Sick leave may be used for illness or doctor appointments of the Employee or their immediate family members. Immediate family members include: spouse, children, stepchildren, parents, stepparents, and for those individuals for which the employee is designated as guardian. Sick leave may also be used for cases of serious illness and accident that require hospitalization or for the last few days of a terminal illness for the following extended family members: grandchildren, siblings, step-siblings, parents-in-law, grandparents, grandparents-in-law, brother/sister-in-law, daughter/son-in-law, aunts/uncles, and nieces/nephews.

9.2 PERSONAL LEAVE

Each employee will be permitted two (2) days of personal leave each school year without loss of pay or benefits. Employees will be allowed to carry any days forward that were not used in the preceding year, to a maximum accumulation of six (6) days. In no case shall any employee be allowed more than eight (8) personal leave days in any one year. Any employee who does not use any of their sick leave in a contract year will receive one (1) additional personal leave day for the following year. At the end of each school year, employees may convert two (2) unused personal leave days into sick days, to be added to their accumulated sick leave. Employees may receive, in lieu of converting the days to sick leave, 50% of their regular daily wage, for each of the un-used personal leave days beyond six (6). An employee planning to use a personal leave day or days shall notify his/her principal/supervisor at least one day in advance, except in cases of emergency.

9.3 EMERGENCY LEAVE

Employees may be granted paid emergency leaves of absence, (needs precipitated by unanticipated events) subject to the approval of the Superintendent. Such leave shall not be granted until all other applicable individual leave provisions have been exhausted.

9.4 LEAVE WITHOUT PAY

Leave Without Pay (LWOP) may be allowed by the Employee's supervisor and the Superintendent of Schools, but is discouraged. LWOP is not an entitlement and will only be considered for qualifying, unavoidable events after all other applicable paid leaves have been completely exhausted. Prior approval is necessary in order to use leave without pay. Abuse of leave without pay can be grounds for disciplinary action or dismissal. All school employees who use two (2) days of LWOP within a school year will be required to meet with a supervisor.

9.5 JURY SERVICE AND OTHER RELATED APPEARANCES – Any Employee called for jury duty during paid working days will follow procedures as outlined in the Jury Duty School Board Policy (GCBDC).

9.6 EXTENDED LEAVES OF ABSENCE

A. PROCEDURES AND DURATION

Extended leaves of absence, without pay, for education, travel, health, further study, or similar situations may be granted subject to the approval of the Superintendent and the Board of Education. An Employee must have been employed for 3 consecutive years, without a break in employment in the district, in order to request an extended leave of absence. An Employee must have returned to employment in the district and have worked at least three (3) consecutive years before requesting any subsequent extended leaves of absence.

B. LENGTH OF LEAVE

This leave shall be for up to one (1) full school year.

C. CONDITIONS AND BENEFITS RETAINED UPON REINSTATEMENT

1. An Employee returning from a leave of absence shall be reinstated to an equivalent position and classification he/she held when the leave began. All accumulated benefits and rights of employment previously gained shall be retained upon return. Employees will not accrue seniority while on an extended leave of absence.
2. An Employee on Leave of Absence, for an entire school year, shall notify the Superintendent, no later than February, in writing, of their intention to return to employment. Extended leaves of absence, for emergency reasons that begin after the start of school require sixty (60) day written notification of the employee's intent to return to work.
3. Should the extended leave of absence be for illness of an immediate family member (See 9.1), and the death of that person occurs, the employee may return to work if able to perform the work.

9.7 FAMILY MEDICAL LEAVE ACT (FMLA)

The District will provide leave as afforded in the Family Medical Leave Act (FMLA), Uniformed Services Employment and Reemployment Act (USERRA) and District Policy. This provision applies to the entire class protected under this agreement regardless of the number of hours worked.

9.8 REHIRE

An Employee who has been out of the Custer School District system for not more than 3 months, if re-employed, shall be rehired at the same step on the pay scale attained prior to his/her period of unemployment with the Custer Schools. Rehired employees will also retain sick and personal leave previously earned.

ARTICLE 10 - SICK BANK

For the purpose of this leave request, a 'catastrophic illness or injury' is defined as a severe, life-threatening, or debilitating medical condition, injury, impairment, or physical or mental condition of the employee or their immediate family member as defined in FMLA. This condition must require ongoing care by a licensed physician and necessitate a prolonged absence from work after all the employee's accrued sick, personal, and vacation leave has been exhausted. Examples may include, but are not limited to, cancer treatments, major organ transplants, severe stroke, or major traumatic injury. It specifically excludes routine, elective, or non-life-threatening procedures.

10.1 CONTRIBUTIONS

A. Each participating employee will initially contribute four (4) days of sick leave to the bank (two (2) days the first year of employment and two (2) days the second year of employment), and may draw up to 40 days, provided such named employee has used all of his/her accumulated leave.
B. Days contributed to the Sick Leave Bank shall be treated as sick days in calculating accumulated sick leave. Part-time employees' days contributed shall be pro-rated according to hours worked. Deadline for Sick Bank enrollment will be on September 15th of each school year or within 15 days following the start of employment. Administration of the program will be handled by the school business office.
C. Days will be added to the Bank when and if it is depleted to 150 days or lower. Each participating employee will be asked to contribute a sufficient number of days, on a pro-rata basis, to restore the bank to a total of 250 days.
D. Employees who begin a new school year with excess sick leave days (above and beyond what they are allowed to accumulate) will have their excess days added to the Sick Leave Bank.
E. Persons withdrawing sick leave days from the bank are to pay back any sick leave that they have borrowed from the sick bank, with the exception of the days they initially donated to become members of the sick leave bank. These days will be paid back at a rate of two (2) days per year until it is all repaid. An employee may choose to pay back more than that if they wish, and should contact the Payroll Office if they wish to do this. The repayment days will be reflected in the first payroll of the new year (September for teachers and paras) and will show on your paystub.

10.2 PROCEDURE FOR USE OF SICK BANK

A. A person withdrawing from membership in the Bank will not be able to withdraw contributed days.
B. **Sick Bank Usage Repayment Plan:** The Sick Bank is a privilege. Employees are required to pay back 2 sick days a year until it is all repaid. An employee may choose to pay back more than that if they wish. If they have reached the maximum amount of sick leave that they can accumulate, they should be able to pay back the bank and not have to throw excess away if they have an outstanding amount that they owe to the sick bank.
C. **Sick Bank Donations**: If there is an employee who has exhausted their accumulated leave and has used the maximum allotted days withdrawn from the sick leave bank, and are at the point of leave without pay, then other employees may be allowed to donate some of their accumulated sick leave to that employee.
D. **Requests to Draw from Sick Bank Program**
Any employee who wishes to apply for assistance through the Sick Leave Bank Program must complete the Sick Leave Bank Program Request/Statement of Condition Form and submit it to the Superintendent of Schools. The school administration office or Superintendent's office shall review all applications for completeness and redact identifying employee information before the committee reviews them to ensure confidentiality. The Committee will meet on an as-needed basis to review anonymous applications and determine eligibility based strictly on the criteria outlined in this policy. Notification of the decision will be in writing within five (5) days of the application date. A simple majority vote is required for approval. All decisions of the Committee are final and not subject to the grievance procedure.
E. The Superintendent will require a doctor's report, and may counsel with the employee before granting approval for withdrawal of days from the bank. The Superintendent would have the option to request a second medical opinion at the district's expense.

F. The Employee must use all his/her accumulated sick days, personal leave, and vacation leave before drawing days from the bank. Additionally, the employee must be experiencing an approved Family and Medical Leave Act (FMLA) qualifying serious health condition.
G. Any Employee eligible for disability benefits from Worker's Compensation shall, as a condition of acceptance into the Sick Leave Bank, show proof to the Sick Leave Bank Committee that said Employee has applied for benefits from Worker's Compensation. The bank will supplement the difference between the net value of the disability benefits paid by Worker's Compensation and the net value of the Employee's salary less amount withheld for income tax deduction.
H. Upon retirement, any employee who has accumulated days remaining and has accessed the Sick Leave Bank will be required to return to the bank the number of days, up to a total of the days accumulated, that were used by the employee during the course of their employment.

10.3 SICK LEAVE BANK COMMITTEE COMPOSITION AND GEOGRAPHIC REPRESENTATION

A Sick Leave Bank Committee shall be established to review all applications and determine eligibility for the use of emergency sick leave days. The Committee shall consist of exactly seven (7) members. Ensuring equitable representation across the district's geographical footprint and employee groups, the committee seats are allocated based on a proportional distribution across Custer Elementary, Custer Jr/Sr High, and Hermosa School campuses as follows:

1. **Certified Representative - CEA**: Two (2) certified staff members
2. **Classified Representative - CIA:** One (1) CIA classified staff member.
3. **Classified Representative - CESA:** One (1) CESA classified staff member
4. **Building Administrator:** One (1) district building principal or assistant principal, appointed annually by the Superintendent on a rotating basis among the three campuses.
5. **Non-Representative Member:** One (1) district employee who does not belong to a certified or classified bargaining unit to provide an objective, district-wide perspective.
6. **Superintendent:** The Superintendent shall serve as the seventh member and the Ex-Officio Chairperson of the Committee.

Voting and Tie-Breakers: The Superintendent/Chairperson shall process all applications, redact all personal identifying information (including the applicant's home building) to ensure an anonymous review process, and convene meetings. The Superintendent shall remain a non-voting member on applications, *except* in the specific event of a tie vote among the other six (6) committee members, at which time the Superintendent shall cast the deciding vote.

Quorum: A quorum shall consist of at least five (5) committee members. Approval of any application requires a simple majority vote of the members present. All decisions made by the committee regarding the allocation of days shall be final.

10.4 SICK LEAVE BANK APPLICATION

A. The district will make forms available for Sick Leave Bank Requests.
B. Requests must be completed by the employee no later than 1 week following the date of absence. Failure to do so may result in the requirement of the employee to use Leave without Pay.

10.5 FUNERAL BANK

A. The 'Funeral Leave Bank' will be created and maintained by voluntary donation of up to five (5) sick days from employees. These days will be available for use to all employees who need to attend funerals for immediate and extended family members. Once the bank has less than fifty (50) days available employees will be notified and asked for a voluntary donation of additional

days to the bank. Once days are donated to the bank they will not be returned to the individual's sick leave.

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

C. An additional five (5) days annually may be approved by a committee that will include one member from each of the bargaining units and the Superintendent. Any additional leave, beyond the additional five (5) days (for a total of 10 when combined with the first 5 days) will come from the individual employee's sick leave and will require a doctor's note. The Sick Leave Bank is not to be used for funeral leave.

D. One (1) day of sick leave, per school year, may be used for attending funerals of friends and will be deducted from the individual employee's sick leave. Additional days needed will be deducted from personal leave or must be taken as leave without pay.

ARTICLE 11– EMPLOYEE EVALUATION

11.1 NOTIFICATION OF EVALUATION PROCESS

When first hired, having a change of job classification or changes in job descriptions, the Bargaining Unit Member will meet with their immediate supervisor to review the job description, evaluation procedures, standards, and evaluation instruments to be used.

11.2 PURPOSE OF EVALUATIONS

The primary purpose of Employee evaluation shall be the improvement of employment skills and to monitor performance with respect to the skills and duties contained in the job description. All evaluations shall be conducted in good faith to this end and in accordance with the provisions of this Agreement.

11.3 EVALUATION PROCESS

An Employee shall be evaluated at least once during the school year. Each evaluation shall be conducted for no less than fifteen (15) minutes. Each employee is required to complete a self-evaluation. The Employee will have a Classroom Observation Walk-Through (found in Appendix B of this Negotiated Agreement) done during the second quarter of the school year by the Employee's supervising teacher or a designee assigned by the Special Education Director or the building administration. The form will be provided to the Employee afterwards to use as a tool for improvement. Two supervisory positions will fill out the Evaluation Form (Appendix B) to ensure a fair and unbiased evaluation of the Employee's performance.

11.4 POST-EVALUATION CONFERENCE AND PROCEDURE

All evaluations shall be reduced to writing and a copy given to the Employee within five (5) days of the evaluation. A conference to discuss the evaluation shall be scheduled within five (5) days after the Employee has received the evaluation. If the Employee disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes an Employee is doing unacceptable work, the reasons thereof shall be set forth in specific terms, as shall an identification of the specific ways in which the Employee is to improve, and of the assistance to be given the Employee towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

11.5 EMPLOYEE'S RIGHT TO RESPOND

Following the post-evaluation conference, the Employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation only that they have been discussed. An Employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations and the Employee's comments are to be placed in the Employee's personnel file. The immediate supervisor will sign the response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor.

11.6 EVALUATION FORMS

All evaluation forms shall be mutually developed and agreed to by the parties and become part of this contract and attached hereto. (See Appendix B)

ARTICLE 12 - PERSONNEL FILE

12.1 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE

Only one official file shall be maintained. No evaluative materials shall be placed in the file unless the Employee has had an opportunity to read such material. The Employee shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. However, any material evaluative in nature, which has not been reduced in writing within thirty (30) calendar days following the event or occurrence, may not be added to the file.

12.2 RIGHT TO RESPOND TO MATERIALS IN FILE

Within thirty (30) days following the date any material is entered into the Employee's personnel file, the Employee shall have the right to respond and his/her response shall be attached to the file. The immediate supervisor will sign the response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor.

12.3 RIGHT TO EXAMINE FILE

An Employee shall have the right to examine his/her personnel file, in the presence of a supervisor or other designated district employee, within twenty-four (24) hours of request and to have a representative of the Union accompany him/her in such review. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

12.4 RIGHT TO REPRODUCE MATERIALS IN FILE

Upon request, the Employer will reproduce one (1) copy of any materials in the requesting employees personnel file.

12.5 RIGHT TO GRIEVE MATERIALS IN FILE

In the event any file materials are determined to be inaccurate or unfair by legal and grievance proceedings such portion of materials will be removed from the Employee's file.

ARTICLE 13 - EMPLOYEE PROTECTION

13.1 ASSAULT ON EMPLOYEES – PROCEDURES –

Any case of assault upon an Employee shall be promptly reported to the Board or its designee. The Board shall provide legal counsel to advise the Employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the Employee in handling the incident by law enforcement and judicial authorities.

13.2 INSURANCE – LIABILITY

In accordance with this Agreement and applicable provisions of the SDCL, the Board shall provide indemnification and protection for claims, suits, and liability against the Employee.

13.3 PHYSICAL AGGRESSION UPON EMPLOYEES

The Employee shall immediately report cases of physical aggression suffered by them, which cause bodily harm or injury. The report shall be made to their direct supervisor, detailing the date and time of the occurrence, a summary of what occurred, and a request for medical care, if desired or necessary. The Supervisor, or designee, shall work with the Employee to make appropriate plans for care. If a work-related injury occurs, the district's Workman's Compensation procedure will be followed.

ARTICLE 14 - DISCIPLINE OR DISMISSAL

14.1 TERMINATION OF EMPLOYMENT

Employees understand that their employment is at will. In the event of termination of an employee's employment, the employee may request in writing, within five (5) working days, a review with the Superintendent of Schools.

14.2 SUSPENSION

An Employee may be suspended without pay, fringe benefits and all other benefits provided by the contract, pending determination of any disciplinary action. If the suspension proves to be unwarranted, all pay and fringe benefits will be restored to the employee.

ARTICLE 15 - JOB DESCRIPTION AND CLASSIFICATION

15.1 JOB DESCRIPTION DEVELOPED AND DISTRIBUTED

Job descriptions shall be distributed to all current Employees and to all new Bargaining Unit Members when hired by the District. The descriptions will include at a minimum:

A. Job title and description
B. Minimum requirements
C. A specific statement of required tasks and responsibilities.

ARTICLE 16 - SENIORITY

16.1 DEFINITION OF SENIORITY

Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the Bargaining Unit Member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual Bargaining Unit Member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

16.2 PART-TIME VS SENIORITY

Full-time employees, working the full year, earn a full year of seniority. Employees working less than full-time earn seniority on a pro-rated basis, based on the number of days and number of hours worked using the following formula: (#days/151)*(#hours worked/6).

16.3 MAINTAINING AND POSTING OF SENIORITY LISTS

Annually the Board of Education will prepare the seniority list and provide it to the association President by August 20th. A copy of the seniority list and subsequent revisions shall be furnished to the Association/Union. Any Employee disagreeing with their seniority placement shall respond, in writing, to

the Superintendent and the Association President within ten (10) workdays after the effective date of the posting.

16.4 APPLICABLE STATUTES AND REGULATIONS

State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all Bargaining Unit Members shall receive seniority rights as provided in the Agreement.

ARTICLE 17 - REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

17.1 LAYOFF FOR CAUSE

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds sufficient to avoid such reduction, a loss of enrollment or elimination of programs, which is demonstrated by the Employer to the Association/Union.

17.2 LAID OFF EMPLOYEES/SUBSTITUTION

A laid off Bargaining Unit Member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

A. FRINGE BENEFITS/LAID OFF EMPLOYEES

Laid off Bargaining Unit Members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer.

B. RECALL RIGHTS AND PROCEDURES

Laid off employees shall be recalled in order of the ratings on their rating scale. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the Bargaining Unit Member is to report back to work.

C. EMPLOYEE'S OBLIGATION TO RESPOND TO RECALL

It shall be the Bargaining Unit Member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled Bargaining Unit Member shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled Bargaining Unit Member can report for work providing the Bargaining Unit Member reports within the fifteen (15) day period. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A Bargaining Unit Member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights.

17.3 PROCEDURE FOR MODIFICATION OF EMPLOYMENT

When implementing a reduction in force for any Employee, the following will be considered (using the rating scale in Appendix C: seniority, qualifications, evaluation records, skills, and related experience.

17.4 REDUCTION IN FORCE

Notwithstanding the provisions of ¶17.1 through 17.3 above, Employees who are laid off as a result of a reduction of workforce shall be entitled to consideration for other positions that may or may not be vacant, based upon the rating scale in Appendix C. Said Employees will be provided a list of up to three positions for which the district believes them to be qualified. The employee may only select a position that is of the same amount of time as the position they are leaving...full-time to full-time. The Employee will have five (5) calendar days to respond to the notice in writing as to the preferred position (employee may only select one of the optional positions and will not have the right to select another option if not chosen for the first selection). All Employees impacted during this process, will be rated by both the current

supervisor as well as the supervisor of the selected position, using the rating scale in Appendix C, and the ratings will be used to make employment selections.

ARTICLE 18 - VACANCIES AND TRANSFERS

18.1 DEFINITIONS OF VACANCIES

A vacancy shall be defined as a position within the bargaining unit presently unfilled including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.

18.2 DEFINITION OF TRANSFER

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, including changes in classification, buildings, shifts, as well as changes of positions within the same building with a different job description or supervisor.

18.3 POSTING OF VACANCIES AND SUMMER NOTIFICATION

Vacancies occurring within the bargaining unit, including newly created positions, shall be posted by email throughout the district. Positions as above described shall be posted at least four (4) days prior to being filled unless mutually agreed upon between the Superintendent and President of the Association. Such posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements

A. Openings may be advertised concurrently in and outside of the district for four (4) school days.
B. A position will not be filled by an applicant outside of the district until the position has been advertised for four (4) days inside and out of the district.
C. During staff non-contracted time, an email will be sent from the district office and the district's notification system will be used to notify staff of the opening(s).

18.4 VOLUNTARY TRANSFER APPLICATION

Interested Bargaining Unit Members may apply in writing to the Superintendent, or designee, within the four (4) day posting period.

A. For employees in their first year of employment, voluntary transfer requests will be considered at the end of the school year. The Superintendent has the right to honor such voluntary transfer requests during the school year but there is no requirement that the transfer takes place.

18.5 FILLING VACANCIES

Employees returning from a leave of absence will receive first consideration for the vacated position. Vacancies shall then be filled with the applicant who is qualified based on seniority, skills, and related experience from within the affected classification.

18.6 INVOLUNTARY TRANSFERS PROCEDURES

A. VOLUNTEERS

When it is necessary to involuntarily transfer or reassign employees within a building or a classification, to the extent possible, all volunteers shall first be considered. However, the district reserves the right to transfer Employees to ensure proper operation of the schools.

B. EMPLOYEE TRANSFERS

When an adequate number of volunteers are not obtainable, such transfers shall be made on the basis of district seniority, qualifications, skills, and related experience. Bargaining Unit Members shall not be placed on a lower step (wage scale) due to transfers. If the transfer is not acceptable to the Employee they will have the option to resign, request a transfer to another position, or request a leave of absence (subject to 9.6).

18.7 COMPENSATION/TEMPORARY DUTIES ASSUMED

Any Bargaining Unit Member who temporarily assumes the duties of another Bargaining Unit Member will be paid at their regular rate for those duties. The pay rate will change if the period of time exceeds one (1) week. If the rate is higher for the temporary job, then the higher rate will be paid. If the rate is lower, then the employee remains at their current rate for the duration of this duty.

ARTICLE 19 - COMPENSATION AND RELATED PROVISIONS

19.1 PAY DAYS - SCHOOL NOT IN SESSION

If the regular pay date (the 25th of the month) falls on a day when school is not in session, checks shall be direct deposited on the last day school is in session preceding the 25th.

19.2 PAYROLL INSTALLMENTS

Each Employee shall be paid on the basis of ten (10) monthly paychecks and will be paid on the 25th day of the month beginning in September.

19.3 SCHOOL YEAR-WAGE SCALE

Full-time paraprofessionals daily hours were set at 7.75 hrs/day starting 2022-2023.
For 2026-2027, current paraprofessionals received $0.50 to base rate ($18.50, SPED $18.85) plus .25/hr for current employees. Reading Strategy Technicians receive the Reading Strategy Technicians rate for all 7.75 hours, same as Behavior Techs. For the 2023-2024 school year, and continuing each year after, the new negotiated longevity pay increase for all hourly employees will be $0.25/hr for all current employees. New employees would not be eligible for the $0.25/hr raise until the start of their second year of service.

19.4 SEVERANCE PAY

The Custer School District #16-1 will pay severance pay based upon accumulated sick leave not to exceed 100 days, payable at the employee's daily rate of pay for each day of accumulated sick leave. To qualify for severance pay, an employee must meet one of the following conditions:

Be leaving the district after five (5) consecutive years or more, employee will receive 25% of their daily rate of pay for each day of accumulated sick leave.

OR: Be leaving the district with 10 or more consecutive years of service receive 50% of their daily rate of pay for each day of accumulated sick leave.

OR: Be severed due to reduction in staff – follow same categories as above.

Severance payments will be made from payroll.

19.5 ACCIDENT OF INJURY PAY

Absence due to injury, accident or illness incurred in the course of the Employee's employment shall not be charged against the Employee's sick leave days. The Board shall continue the Employee's wages and benefits in full until Worker's Compensation payments begin. The Employer shall pay to such an Employee the difference between his/her contractual salary (including insurance premiums, differentials, etc.) and all benefits received under the Worker's Compensation Act for the duration of such absence.

19.6 IN-SERVICE PAY

Employees attending in-services that occur outside of their regular work time will be paid at their regular rate of pay.

19.7 WAGE OUTSIDE REGULAR WORK HOURS

Custer School District paraprofessionals working any authorized hours other than their regular assigned hours will be paid at their negotiated wage per hour. This includes hours worked during the school year as well as any summer employment.

19.8 PAID HOLIDAYS - Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day will be paid holidays. Employees will be compensated at their regular daily rate of pay. See also ¶6.5 for the Wednesday before Thanksgiving.

19.9 SPECIALIZED SUPPORT SERVICES – READING STRATEGY TECHNICIANS AND BEHAVIOR TECHNICIANS

Both of these positions are part of and are covered by the CIA Agreement with Custer School District.

The following apply to Specialized Support Services, specifically Reading Strategy Technician and Behavior Technician.

A. Reading Strategy Technicians and Behavior Technicians will receive the starting rate of pay for their respective position until appropriate training is completed. Once completion is documented, the rate will increase to the post-training rate.

B. An individual who has earned a teaching certificate will start at the Reading Strategy Technicians or Behavior Tech post-training rate. With the completion of required training, the Reading Strategy Technician or Behavior Tech would make an extra dollar/hr.

C. Specialized Support Service Specialists are eligible for annual increases.

D. Specialized Support Service employees will be paid their regular daily rate for paid leave used.

READING STRATEGY TECHNICIANS' SPECIFIC INFORMATION - Provides Reading Strategy Technicians support services for specific students **when required**.**For clarity, when this section/document refers to Reading Strategy, currently Barton Level 5 training, or another approved reading strategy program, this is a teaching level in the Reading Strategy Barton teaching progression.

A. Starting rate, non-certified specialist: $20.85/hr (while providing Reading Strategy Technician support services)

B. Upon completion of Level 5 training: $21.85/hr (while delivering Reading Strategy Technician support services). Reading Strategy Technicians typically complete ongoing training during the school day as it builds with the levels taught.

C. An individual who has earned a teaching certificate would start at $22.85/hr, but with completion of Reading Strategy, currently Barton Level 5 training, or another approved reading strategy program, would earn $23.85/hr.

D. In a situation where the employee's Class IV paraprofessional rate is higher than the Reading Strategy Technician's rate, employee would continue at the current Class IV paraprofessional hourly rate.

E. Reading Strategy Technicians receive the Reading Strategy Technicians' rate for all 7.75 hours, same as Behavior Techs.

BEHAVIOR TECHNICIAN SPECIFIC INFORMATION - Starting rate, non-certified Behavior Tech: $20.85/hr after 24 hours of behavior training is completed.

A. Behavior Techs will receive 50 hours of compensation for district training at his/her hourly training rate.

B. Upon completion of 50-hour training plus passing a behavior technician exam (within 90 calendar days): $21.85/hr.

C. An individual, who has earned a teaching certificate, would start at $21.85/hr, but after completion of the training and passing the test, rate would be $22.85/hr.

D. In a situation where a current employee's Class IV paraprofessional rate is higher than the Behavior Tech rate, he or she would receive the higher amount.

ARTICLE 20 - FRINGE BENEFITS

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. Both parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

20.1 HEALTH INSURANCE BENEFITS

ACA guidelines will require the school to provide 'affordable' coverage for all employees who work at least 30 hrs/week. The Board shall make available to all employees a group health and major medical insurance program. The insurance program will include a well-baby and term-life insurance. The Board will move from a percentage paid toward insurance premiums to a fixed dollar amount, effective 7/1/22, either the single or the family insurance premium for employees working at least 30 hrs/week or greater and electing to participate in the group health and major medical insurance program. See Appendix E for plans and rates.

20.2 DENTAL INSURANCE BENEFITS

The Board shall make available to all employees a group dental insurance program. The board will pay a base $25.00 per month toward either a single or a family policy if the employee is working half time or greater and electing to participate in the group dental insurance program. The Board's contributing amount will be prorated as per the employee's percent of employment for employees working less than half time and electing to participate in the group dental insurance program. (i.e., Contract 2/7ths time = $25 x 2/7 or $7.14 as BOE monthly share.) See Appendix E.

20.3 LONGEVITY PAY

For the 2023-2024 school year, and continuing each year after, the new negotiated longevity pay increase for all hourly employees will be $0.25 cents per hour for all current employees. New employees would not be eligible for the $0.25/hr raise until the start of their second year of service.

20.4 FAMILY ACTIVITY PASSES

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

20.5 PROFESSIONAL DUES REIMBURSEMENT

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

A. Cap 15% of professional development budget.
B. Individual employee cap not to exceed $200.
C. All requests for reimbursement will be submitted to the building administrator by October 31.
D. The building administrator will review and approve/disapprove requests.
E. Approval will be contingent upon availability of funds.
F. Professional development funds will be used for non-bargaining professional association dues.

ARTICLE 21 – EFFECT OF AGREEMENT

21.1 CONTRACTUAL AMENDMENTS

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

21.2 CONTRACT VS BOARD POLICY

This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

21.3 SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any Bargaining Unit Member or Employee or group of Bargaining Unit Members or Employees is held to be 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 be continued in full force and effect.

A. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect. After all appeals are exhausted, the court ruled language will prevail.
B. The parties shall re-negotiate the terms and conditions affected at the time negotiations for the new contract are opened.

ARTICLE 22 - DURATION

22.1 DURATION

This agreement shall be effective on the first Employee workday of the 2026-2027 school term, or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m., on the day preceding the first Employee workday of the 2027-2028 school term.

If a successor agreement has not been reached before this date, then the current contract will remain in full effect until a new agreement has been ratified.

INSTRUCTIONAL ASSISTANTS

BY: Tina Lundy
President/Negotiator – Tina Lundy

BY: Amy Axtell
Vice President/Negotiator – Amy Axtell

BY: Lydia Traxler
Secretary/Negotiator – Lydia Traxler

BY: Katherine Dethlefs
Negotiator – Katherine Dethlefs

10-12-2026
DATE

BOARD OF EDUCATION

BY:
Board President – Jeff Barnes

BY:
Superintendent – Dr. Tim Frederick

BY:
Board Member/Negotiator – Travis Hartshorn

BY:
Board Member/Negotiator – Heath Reindl

APPENDIX A

CUSTER INSTRUCTIONAL ASSISTANTS ASSOCIATION
GRIEVANCE FORM

Level

Number

Name(s) of Grievant(s)

Association Representative

Work Location(s)

Administrator

Date(s) of Occurrence(s)

Date Filed

Statement of Grievance:

Remedy Requested:

Administrator's Disposition of Grievance:

_____

_____

_____

_____ ( ) I agree to the requested remedy.
Administrator ( ) I do not agree to the requested remedy.

Administrator's Proposal for Settlement:

_____

_____

_____

_____ ( ) I agree to the requested remedy.
Association Representative ( ) I do not agree to the requested remedy

Appendix B

Custer School District 16-1
Annual Paraprofessional Evaluation Form

Employee: _____ Position: _____

Location: _____ Evaluation Date: _____

Evaluator: _____ Evaluator Position: _____

PERFORMANCE AREAS AND DESCRIPTION	Meets Expectations	Needs Improvement	Not Applicable	COMMENT IF NEEDS IMPROVEMENT
I. Quality and Quantity of Work				
a) Accuracy				
b) Thoroughness				
c) Reliability of Results				
d) Work Accomplished Per Unit Time				
e) Job Knowledge and Application				
II. Work Habits and Attitudes				
a) Organization & Planning of Work				
b) Attendance				
c) Conformity To Rules & Regulations				
d) Decisiveness				
e) Enthusiasm				
f) Initiative				
g) Punctuality				
h) Resourcefulness				
III. Relationship with Others				
a) Cooperativeness				
b) Courtesy				
c) Discretion				
d) Fairness				
e) Patience/Tact				
f) Communication				

IV. Other Duties Assigned	Meets Expectations	Needs Improvement	Not Applicable	COMMENT IF NEEDS IMPROVEMENT
List Duties				
a)				
b)				
c)				
d)				
e)				
f)				
g)				
h)				
i)				
j)				

COMMENTS OF STAFF MEMBER BEING EVALUATED:

Signature of Evaluated Staff Member**

Date

**My signature does not mean that I agree with this evaluation.

Signature of Evaluator

Date

Paraprofessional Observation Walk-Through

Para Name: _____ **Date**: _____

Para's Job Description: _____

Supervising Teacher/Admin Designee Name: _____

Class/Activity Observed: _____

Instruction Type: Whole Class || Small Group or Paired || Individual

Things I noticed:	**Things that are positive**:
Suggestions:	**Notes**:

Supervisor/Admin Signature: _____ **Date**: _____

Paraprofessional Signature: _____ **Date**: _____

Paraprofessional Self-Evaluation

Please answer the following and bring to evaluation meeting.

Employee's Comments	1. What has gone well this year or is something you're proud of? 2. What hasn't gone well? 3. Overall, what do you see as a strength for you in performing job responsibilities? 4. What is an area of weakness, or area/s you would like to improve? 5. What resources or tools do you need from the district or supervisor?

APPENDIX C

STAFF REDUCTION RATING SHEET

Paraprofessional's Name:_____ Date:_____

Staff Reduction Rating Sheet Explanation

1. Evaluation records — Evidence of skill and ability to perform the required work.
2. Qualifications — Previous work-related experience; additional training/course work taken; degrees held.
3. Skills — Type of skill(s) one possesses.
4. Related Experience — Experience within grade level, subject area, or areas.
5. Seniority — 0-3 yrs = **1**; 4-7 yrs = **2**; 8-11 yrs = **3**; 12-15 yrs = **4**; 16+yrs = **5**

	High				Low
1. **Evaluation records**:	5	4	3	2	1

Comments:

_____

_____

_____

2. **Qualifications**:	5	4	3	2	1

Comments:

_____

_____

_____

3. **Skills**:	5	4	3	2	1

Comments:

_____

_____

_____

4. **Related experience**:	5	4	3	2	1

Comments:

_____

_____

_____

5. **Seniority**:	5	4	3	2	1

Comments:

_____

_____

_____

Total Score_____

APPENDIX D

Hiring Schedule

2021-2022:	$15/hr (District/Title/Office Paras – Class III) $15.35/hr (SpEd Paras – Class IV) $17.35/hr (Specialists, i.e., Barton, Behavior Tech - Class V) – to increase $1/hr when training completed
2022-2023	$15/hr (District/Title/Office Paras – Class III) $15.35/hr (SpEd Paras – Class IV) $17.35/hr (Specialists, i.e., Barton, Behavior Tech - Class V) – to increase $1/hr when training completed
2023-2024	$16.25/hr (District/Title/Office Paras – Class III) $16.60/hr (SpEd Paras – Class IV) $18.60/hr (Specialists, i.e., Barton, Behavior Tech) – to increase $1/hr when training completed
2024-2025	$17.50/hr (District/Title/Office Paras – Class III) $17.85/hr (SpEd Paras – Class IV) $19.85/hr (Specialists, i.e., Barton, Behavior Tech) – to increase $1/hr when training completed
2025-2026	$18.00/hr (District/Title/Office Paras – Class III) $18.35/hr (SpEd Paras – Class IV) $20.35/hr (Specialists, i.e., Barton, Behavior Tech) – to increase $1/hr when training completed
2026-2027	$18.50/hr (District/Title/Office Paras – Class III) $18.85/hr (SpEd Paras – Class IV) $20.85/hr (Specialists, i.e., Reading Strategy Technician, Behavior Tech) – to increase $1/hr when training completed

157 Annual Days: 151 days + 6 paid holidays*

***Paid Holidays:** Wednesday before Thanksgiving, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day

APPENDIX E

Insurance Information

The School District carries GROUP MEDICAL INSURANCE with Wellmark (the premium includes life coverage with Hartford Life) and DENTAL INSURANCE with Delta Dental Plan of South Dakota. Wellmark plan details are provided in a separate document. For new employees, health and dental insurance has an effective date of September 1st. All rates below are subject to change each year effective July 1st.

May 1 – May 15th is the OPEN ENROLLMENT period for health, dental, and vision insurance effective July 1st. The rates below are paid over 9 months for 12 months of coverage.

FY27 EFF 7/1/26--EMPLOYED AFTER JULY 1, 2022

ALL NINE MONTH employees for 12 mo. of coverage

Plan A	Coinsurance 20%	
*Deductible	$2,000	$4,000
*Max out of pocket	$4,000	$8,000
	Single	Family
Employee Per Pay Period	$ 360.00	$ 1,593.33
District	$ 773.33	$ 1,180.00
Total	$ 1,133.33	$ 2,773.33

Plan B	Coinsurance 20%	
Deductible	$3,500	$7,000
Max out of pocket	$6,650	$13,300
	Single	Family
Employee Per Pay Period	$ 140.00	$ 1,056.00
District	$ 766.67	$ 1,170.67
Total	$ 906.67	$ 2,226.67

Plan C	Coninsurance 0%	
Deductible	$5,000	$10,000
Max out of pocket	$5,000	$10,000
	Single	Family
Employee Per Pay Period	$ 120.00	$ 974.67
District	$ 753.33	$ 1,172.00
Total	$ 873.33	$ 2,146.67

PLAN D / PPO	PER PAY PERIOD EMPLOYEE	CSD	TOTAL
SINGLE	$ 130.67	$ 762.67	$ 893.33
EMPLOYEE + SPOUSE	$ 518.67	$ 1,161.33	$ 1,680.00
EMPLOYEE + CHILDREN	$ 780.00	$ 1,166.67	$ 1,946.67
FAMILY	$ 1,298.67	$ 1,174.67	$ 2,473.33

FY27 EFF 7/1/26--EMPLOYED BEFORE JULY 1, 2022

ALL NINE MONTH employees for 12 mo. of coverage

Plan A	Coinsurance 20%	
*Deductible	$2,000	$4,000
*Max out of pocket	$4,000	$8,000
	Single	Family
Employee Per Pay Period	$ 360.00	$ 1,190.67
District	$ 773.33	$ 1,582.67
Total	$ 1,133.33	$ 2,773.33

Plan B	Coinsurance 20%	
Deductible	$3,500	$7,000
Max out of pocket	$6,650	$13,300
	Single	Family
Employee Per Pay Period	$ 140.00	$ 653.33
District	$ 766.67	$ 1,573.33
Total	$ 906.67	$ 2,226.67

Plan C	Coninsurance 0%	
Deductible	$5,000	$10,000
Max out of pocket	$5,000	$10,000
	Single	Family
Employee Per Pay Period	$ 120.00	$ 573.33
District	$ 753.33	$ 1,573.33
Total	$ 873.33	$ 2,146.67

PLAN D / PPO	PER PAY PERIOD EMPLOYEE	CSD	TOTAL
SINGLE	$ 130.67	$ 762.67	$ 893.33
EMPLOYEE + SPOUSE	$ 226.67	$ 1,453.33	$ 1,680.00
EMPLOYEE + CHILDREN	$ 377.33	$ 1,569.33	$ 1,946.67
FAMILY	$ 896.00	$ 1,577.33	$ 2,473.33

Dental Insurance (Rates below effective July 1, 2026, subject to change in July each year)

Single Plan	$ 62.92	Employee Share $37.92 / District Share $25.00
Family Plan	$ 178.12	Employee Share $153.12 / District Share $25.00