

Master Agreement

Bon Homme School District #04-2



July 1, 2022 – June 30, 2023

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I. MASTER AGREEMENT

- A. **Severability** During the year this agreement is in force, terms and conditions contained within this agreement may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual written consent of the parties to the agreement. Further, should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in effect for the duration of the agreement.
- B. **Distribution** When the Bon Homme #04-2 School Board and the Bon Homme Education Association reach an agreement, a complete agreement will be typed by the Superintendent's Secretary, signed by a representative of each group, and an electronic version will be available to all Board members and Certified Staff with a hard copy to be available to all new Certified staff.
- C. **Agreement** This agreement is entered into this 10th day of May 2022 by and between the Association and the Bon Homme School District #04-2 of Tyndall, South Dakota ("District"), acting by and through its duly elected Board.
- D. **Effective Date** This Master Agreement will become effective July 1, 2022 and will continue in effect through June 30, 2023.

Bon Homme School Board

Bon Homme Education Association

II. NEGOTIATIONS PROCEDURES

- A. **Preamble** The Bon Homme School Board (hereinafter referred to as the "Board") and the Bon Homme Education Association (hereinafter referred to as the "Association") hereby enter into the following agreements regarding the conduct of negotiations.
- B. **Recognition** The Board hereby recognizes the Association as the bargaining agent for all certified teachers, counselors, the Title Coordinator, the Special Education Coordinator, and the Technology Coordinator ("Certified Staff").
- C. **Scope of Bargaining** The scope of bargaining shall be limited to salaries and fringe benefits and similar terms and conditions of employment which are the exclusive concern of those in the bargaining unit. There shall be no negotiations on inherent managerial policy, including but not limited to the functions and programs of the Board, standards of services, the Boards' budget, utilization of technology, the organizational structure of the schools, and the selection of personnel. The Board and the Association shall abide by all applicable state and federal statutes, rules, and regulations. No agreement shall abrogate the legal rights, obligations, and powers of the Board, including its power to make policy. This agreement applies only to Certified Staff.
- D. **BHEA Bargaining Recognition** The Association will be given continuing recognition as the bargaining agent for the Certified Staff until such time as some other organization is elected to represent the Certified Staff.
- E. **Negotiating Team** The Board team shall be made up of no more than five (5) persons of the Board's choosing and the Association team shall be made up of no more than five (5) persons of the Association's choosing. All negotiations shall take place exclusively between the designated representatives of the parties.
- F. **Opening Negotiations** Upon written request of either party to open negotiations, the parties shall schedule a mutually agreed upon date, time, and place for negotiations to begin. All Association and Board proposals for negotiations shall be presented in writing no later than the first negotiations meeting. (These need not be in detail, just broadly stated.) All meetings shall be held outside the workday at times and places mutually agreed to.
- G. **Information Releases** During negotiations, public information releases shall be by mutual agreement. Releases to the Association and Board shall be at the discretion of their respective committees.
- H. **The Agreement** When agreement is reached between the negotiating teams on all proposals, the proposed agreement shall be reduced to writing and submitted and recommended first to the Association for ratification. After ratification by the Association, the agreement shall be recommended to the Board. If adopted by the Board, it shall be entered into the official Minutes of the Board and thereupon constitute the new contract.
- I. **Resolving Differences** When there has been a persistent failure to reach agreement on the negotiations proposals, impasse may be declared by either party by notification of the other party in writing of the impasse. Further action shall proceed in accordance with South Dakota Law.

III. CONTRACTS

- A. **Contract Law** All Certified Staff shall be employed under the provision of the School Laws of South Dakota and the regulations and policies of the District.
- B. **Contract Language** Individual contracts will state as follows:
1. The Certified Staff contracts shall contain the following stipulations:
 - a. A Certified Staff member who has held an assignment in this District and has been relieved of that assignment at his/her request may be required to reassume the duty when no other staff member is available to fill the position.
 - b. Certified Staff shall be given written notice of their assignments in their individual employment contracts. In the event changes in such assignments are proposed, the Certified Staff affected shall be notified promptly and consulted. In no event shall changes in the Certified Staff's assignments be made later than thirty days preceding the commencement of the next school term unless there is an unfilled assignment for which the Certified Staff is qualified.
 - c. Certified Staff who assume additional duties during an emergency situation following the issuance of contracts will not necessarily be required to continue that assignment for longer than that contract year.
 - d. The Board will honor requests for relief of extra duty assignments but only in so much as relief from the assignment creates no hardship on the administration in filling that extra duty position.
 - e. The term of the teacher's contract is 172 days (1043 student contact hours). This includes 152 student contact days, 2 parent-teacher conference days *, 10 tutor days (4 four-hour days), 5 professional development days **, and 3 in-service days ***.
 - * Parent-teacher conference days will consist of 2 twelve-hour days which will count as 2 contract days and 2 student contact days.
 - ** The 5 professional development days will consist of 2 eight-hour days (one at the end of each semester) for working on report cards, grading, and other classroom work consistent with the end of semester. Two days will consist of 2 four-hour days in the afternoon after tutor mornings, with content to be determined by administration. One day will consist of a full day Professional development yet to be determined, which will count as 1 contract day.
 - *** In-service days will consist of 3 eight-hour days before the beginning of classes each year to be determined by administration, 1 of which will be a classroom prep day.The administration reserves the right to adjust the calendar yearly, after consultation with the calendar committee.
 - f. The vocational agricultural teacher and band teacher are also required to be present an additional 10 days.
 - g. The Technology Coordinator shall be present when teachers are present and an additional 40 days.
 - h. The MS/HS Counselor shall be present when teachers are present and an additional 6 days.
 - i. The Special Education Coordinator shall be present when teachers are present and an additional 10 days.
 - j. The Title Coordinator shall be present when teachers are present and an additional 10 days.
- C. **Signed Contracts** The Board will sign the contracts of all Certified Staff prior to issuing the contracts.
- D. **Contracts issued if no agreement** The following statement will be included in correspondence accompanying issuance of the Certified Staff's contract if the contract is issued before the conclusion of the negotiations process: "The enclosed contract has been issued based upon the Master Contract in force for (current year) because negotiations have not been completed. An amendment showing all changes resulting from the new Master Contract will be issued following the conclusion of the negotiations process."
- E. **Contract Issuance Date** The Board will issue contracts to Certified Staff as soon as possible after staffing decisions for the following year have been made. Written contracts must be issued no later than April 15 but no sooner than March 20. Certified Staff will be given fifteen (15) calendar days to return the contracts.
- F. **Release from Contract** In the event a Certified Staff resigns and does not complete the entire term of his or her contract, that person shall pay to the District to compensate for damages resulting from the failure to complete the contract according to the following schedule:
- If a Certified Staff resigns between June 1-June 30 \$1,000
If a Certified Staff resigns between July 1-July 31 \$1,500
If a Certified Staff resigns between August 1-August 15 \$2,500
If a Certified Staff resigns between August 16 and the end of school year \$3,000
- Certified Staff and District agree that reasonable efforts have been made to determine possible damages and that is impracticable or extremely difficult to ascertain or estimate in each case the entire or exact cost, damage, or injury that District may sustain by reason of the early termination. This sum agreed on is compensation for the injury suffered and is not a penalty. And the amount must be tendered at the time of resignation. The Board, in its sole discretion, may waive the payment.
- G. **Continuing Contract** The term "continuing contract" as used in this agreement shall be in reference to any Certified Staff who is in and beyond their fourth full, consecutive term of employment in the District.

IV. LEAVE PROVISIONS

- A. **Calculation of Leave** Leave time shall be deducted according to the actual time missed, but if leave extends to an entire day, eight hours will be deducted. All leave needs to be accounted for on the District timecard.
- B. **Leave for Association Members** The Board will provide a leave bank of ten days per year for members of the Association to attend professional meetings of their State Association. This leave shall not be accumulated and permission for its use may be granted by the superintendent if requested in writing at least one week prior to the meeting.
- C. **Professional Leave** Professional Leave is defined as leave for attendance at functions such as seminars, workshops, activity clinics, and conferences where there is an active exchange of ideas between presenters and participants. Professional Leave shall be granted at the discretion of the superintendent. All Certified Staff will be allowed up to a maximum of three (3) days, beginning with the first contract day of each school year for Professional Leave. Only two (2) of those three (3) days may be taken when school children are in attendance at classes. If the Certified Staff is away on Professional Leave when classes are cancelled, the Certified Staff will be required to teach on the make-up day.

Professional Leave shall also include leave by Certified Staff Head coaches to attend South Dakota High School Activities Association sanctioned events within the scope of their extra duty contract; however, no travel expenses shall be granted. One additional Professional Leave Day may be granted for each Head Coach and in the event that a person has two or more head coaching assignments, a maximum of two additional days may be granted.

Additional days of Professional Leave may be granted by the Board to Certified Staff holding state or national leadership positions in their professional organizations. Certified Staff are required to obtain Board approval prior to accepting an appointment or running for a position. Certified Staff granted extra days of Professional Leave under this paragraph will be paid their regular salary during their absence and the District will pay the cost of substitute teachers. No other expenses will be paid by the District for this leave.

- D. **School Directed Leave** The District shall be responsible for paying expenses including meals to attend workshops and seminars that Certified Staff are attending at the direction of the Board or administration.
- E. **Personal Leave** Personal leave may be used at the discretion of the Certified Staff. Certified Staff will be granted two days (16 hours) of personal leave each fiscal year and may carry over two unused day (16 hours) or any unused time subject to the following limitations:

1. Two Yearly Personal Leave Days:

- a. Use both days and carry over no days to next year.
- b. Use one day and carry over one day to next year.
- c. Use one day, request to be paid for one day and carry over no days to next year.
- d. Use no days, request payment for two days and carry over no days to next year.
- e. Use no days, carry over two days to the next year.

2. Three Accumulated Personal Leave Days

- a. Use all three days and carry over no days to next year.
- b. Use two days and carry over one day to next year.
- c. Use two days, request payment for one day, and carry over no days to next year.
- d. Use one day, request payment for one day, and carry over one day to next year.
- e. Use one day, payment for two days, and carry over no days to next year.
- f. Use one day and carry over two days to next year.
- g. Use no days, request payment for two days, and carry over one day to next year.
- h. Use no days, request payment for three days, and carry over no days to next year.
- i. Use no days, request payment for one day, and carry over two days to next year.

3. Four Accumulated Personal Leave Days

- a. Use all four days and carry over no days to next year.
- b. Use three days and carry over one day to next year.
- c. Use three days, request payment for one day, and carry over no days to next year.
- d. Use two days, request payment for two days, and carry over no days to next year.
- e. Use two days and carry over two days to next year.
- f. Use two days, request payment for one, and carry over one day to next year.
- g. Use one day, request payment for three days, and carry over no days to next year.
- h. Use one day, request payment for two days, and carry over one day to next year.
- i. Use one day, request payment for one day, and carry two days over to next year.
- j. Use no days, request payment for four days, and carry over no days to next year.
- k. Use no days, request payment for three days, and carry one day over to next year.
- l. Use no days, request payment for two days, and carry two days over to next year.

4. Claims for payment for unused personal leave days must be submitted to the Business Office on forms provided and in accordance with procedures established by the Business Manager.
5. Claim forms must be submitted no more than five (5) days after the last day of school each school year.
6. The payment reimbursed at the rate of 1/175th of the base pay for a starting Certified Staff will be made with the June payroll.

7. Requests for personal leave must be made in writing or on-line and must be approved by the Certified Staff's main supervisor.
 8. Without prior written permission of the superintendent, personal leave may not be used immediately before or after Thanksgiving Break, Christmas Break, or Easter Break nor can personal leave be used for the first day or the last day of the school year.
 9. The superintendent may limit the number of persons absent on personal leave on any given date in the interests of operating a sound educational program. In the event that a limit is needed, the leave will be granted in order of application.
 10. The Certified Staff will be responsible for paying all of his/her expenses while on personal leave.
 11. The Board will hire and pay for substitutes to replace Certified Staff on personal leave if a substitute is available.
- F. **Sick Leave** Ten (10) days of sick leave will be granted to each full-time Certified Staff each school year. Certified Staff who work less than full-time or who begin a contract late will be granted a pro rata portion of sick leave. Sick leave may be used for personal illness, for recuperation following a personal illness, and for appointments with physicians or other appropriate health care providers. Certified Staff may not draw sick leave and worker's compensation benefits concurrently to the extent wages would exceed the amount due under this contract.

The superintendent may request that the Certified Staff's health care provider provide written evidence of the necessity of immediate treatment.

If the Board is in doubt as to whether an absence for health reasons is necessary or appropriate, it may require, at the District's expense, that the Certified Staff be examined by a physician or other appropriate healthcare provider of the District's choosing. When a Certified Staff returns from an illness, the superintendent may request that the Certified Staff provide written verification of the illness from his/her healthcare provider.

Unused sick leave may be accumulated to a maximum of 100 days.

For record keeping purposes, all the sick leave granted for any year will be used before any leave is subtracted from accumulated days. At the end of the year, any unused days will be added to the accumulated days.

Certified Staff may sell unused days back to the District after they have accumulated more than 100 days. The purchase price is 20% of the daily pay rate for BA Base Salary. Claims for payment for unused sick days must be submitted to the Business Office on forms provided and in accordance with procedures established by the Business Manager no more than (5) five days after the last day of school each school year. The payment will be made through June payroll.

G. **Leave Bank**

1. Certified Staff may voluntarily contribute a portion of their accumulated sick leave to a leave bank each year. Certified Staff who contribute to the bank and who have exhausted their accumulated sick leave and personal days will be entitled to request leave assistance from the bank.
2. The Bank will be administered by the Association Leave Bank Committee. The committee shall be composed of Association members and the Business Manager.
3. Certified Staff may elect to become members of the bank during the first ninety (90) school days after they have become employed in the District. If the Certified Staff elects not to become a member within this period, they will be allowed to become a member if they donate the number of days they would have donated if they had joined in year one plus one extra day.
4. Certified Staff may elect to cancel membership in the bank at any time, however, once they have canceled their membership, they will not be allowed to resume membership in a subsequent year unless they separate from employment in the District for a period of at least one half of a school year. Any sick leave days that the Certified Staff may have contributed while a member of the plan may not be withdrawn if the Certified Staff elects to cancel his/her membership.
5. Certified Staff shall contribute one (1) day of sick leave to the bank upon joining and one (1) additional day at the beginning of each year thereafter. Part-time Certified Staff of half-time or less shall contribute one-half (.5) day of their sick leave to the bank upon joining and one-half (.5) additional day at the beginning of each year thereafter. Part-time Certified Staff of more than half-time shall contribute as a full time Certified Staff. Certified Staff with more than a half-time administrator contract are not eligible.
6. If all of the days in the bank are used up prior to the end of the school year, the bank will cease to operate during that year and will begin anew in the next school year. Days not used at the end of each year will remain in the bank and will be allowed to accumulate. There will be no limit to the number of days that can accumulate in the bank. When the sick leave bank has accumulated 300 days or more, members who have 75 or more days of sick leave will not be required to make the annual contribution to the bank. If the bank falls below 300 days, all members will contribute the following fiscal year.
7. This bank is designed to provide sick leave to members who may have exhausted their accumulated sick leave and personal days because of long-term personal illness, disability, or bereavement, and who are unable to return to their regular duties after such leave is exhausted.
8. Certified Staff will draw leave from the bank by submitting a written request to the Association Leave Bank Committee Chairperson on forms designed by the committee. This application process can begin within (5) five days of exhausting their personal sick days and accumulated personal days. The Certified Staff may be required to submit appropriate evidence of their inability to return to their duties. Certified Staff employed over half-time may, during any one school year, draw up to twenty (20) days or one-half (.5) of the days in the bank, whichever is smaller. If sufficient days are available and the member is in need of additional days, a request for an additional ten (10) days, during any one school year, will be considered by the committee. Certified Staff employed half-time or less are eligible for one-half the days

allowed to other members. All requests for leave from the bank will be processed on a first-come first-serve basis.

9. Days used from the Association Leave Bank will not be deducted from future sick leave days earned while in service to the District.
 10. The Association Leave Bank Committee shall meet to consider a leave request within five (5) days of the receipt of a request by the Chairperson and shall render a decision in writing to the applicant within five (5) days of the meeting. If the committee grants the request, it shall notify the Business Manager, in writing, of the grant.
 11. Days granted to a Certified Staff from the Association Leave Bank shall be treated in the same manner by the District as the sick leave days granted by the District or that have been accumulated.
 12. The Business Manager shall provide a written report of all activity to the Board if requested.
- H. **Jury Duty or Subpoena** Any Certified Staff who is called for jury duty during school hours or who is subpoenaed by any person or party to appear as a witness for official proceedings shall be provided leave for such duty or appearance. The Certified Staff shall be paid his/her regular salary and shall remit to the District any stipend paid by the court or a party for such appearance. Reimbursement by the court for expenses in connection with such duty or appearance may be retained by the Certified Staff.
- I. **Bereavement Leave** The superintendent may grant Certified Staff bereavement leave to cover absences connected with the death of a member of the immediate family of the Certified Staff or the Certified Staff's spouse. The immediate family shall include father, mother, child, husband, wife, brother, sister, grandchild, grandparent, or any member of the Certified Staff's household. The superintendent shall determine the amount of time needed in each instance after a consultation with the Certified Staff. Bereavement leave may also be granted by the superintendent to allow for attendance at a funeral. Bereavement leave shall be deducted from sick leave. Leave bank may also be used.
- J. **Leave of Absence** If a Certified Staff feels that he/she requires leave beyond the terms provided for in this contract or for absences not covered by this contract, the Certified Staff may request a Leave of Absence. Leave of absences may be short-term or long-term. A Short-Term Leave of Absence may be granted at the discretion of the superintendent. It may be for up to ten (10) days and may be renewed for up to ten (10) additional days, with a maximum of twenty (20) days available each year. While on Short-Term Leave of Absence, the Certified Staff will continue to receive all benefits other than salary that they would receive if they were working.

A Leave of Absence that extends beyond twenty (20) days is a Long-Term Leave of Absence and must be approved by the Board. A Long-term Leave of Absence may extend for up to one (1) full year. Certified Staff must apply in writing for a Long-Term Leave of Absence and must state in the application the reason for the absence and the length of time being requested. The Board will not grant Long-Term Leaves of Absence to allow a Certified Staff to seek other employment or to work at other employment unless it is directly connected with an educational pursuit. Certified Staff who are on Long-Term Leave of Absence for educational purposes will receive an increment on the salary schedule for that year when they return to work.

No benefits will accrue to Certified Staff on long-term unpaid leave of absence; however, the Certified Staff may continue to subscribe to any District group insurance plan as long as the Certified Staff reimburses the District for the District's actual cost of the premium. Certified Staff who request a Long-Term Leave of Absence for legislative service may continue to subscribe to any District insurance plan without reimbursing the District for premium payments. All benefits earned and accumulated prior to the leave of absence will be held for the Certified Staff's return or until the Certified Staff resigns the position.

Certified Staff on Short-Term or Long-Term Leave of Absence will have their pay deducted at the rate of 1/175th day for each day they are absent on leave and their substitute will be hired and paid by the District only if a substitute is needed or necessary.

- K. **Disability Leave** Certified Staff may apply to the superintendent for disability leave to recover from surgery, an accident, childbirth, or other temporary disability. A Certified Staff will be considered temporarily disabled when his/her physician or healthcare provider states that he/she is unable to perform his/her regular job duties because of a health condition. Certified Staff must arrange for disability leave which may be granted at the discretion of the superintendent. Their request for disability leave must include written medical evidence of the disability. The District may, at its own expense, request that an appropriate healthcare provider of its choosing examine the Certified Staff to verify the disability.

Disability leave may extend from one (1) day to a maximum of one (1) year from the last day on which the person worked. Disability leave shall be deducted from sick leave. Leave bank may also be used. Upon exhausting sick leave and leave bank, the Certified Staff will be placed on unpaid disability leave.

Certified Staff whose disability leave extends beyond the time for issuing contracts for the next school year may be asked to present written evidence that they do not expect to be disabled when the new school year starts or that they will remain on disability leave for that year. On or before March 1 of any year a Certified Staff is on disability leave, the Certified Staff may:

- (1) present evidence to the District that they expect their disability to end by the time the new school year starts
- (2) present evidence to the District that they expect to continue to be disabled
- (3) choose to resign

If they are no longer disabled or they expect their disability to end prior to the start of the school year, they will be returned to an appropriate teaching position. Certified Staff may renew disability leave annually for three years from the original disability or until the Certified Staff resigns from the position, whichever comes first.

Certified Staff on paid disability leave will continue to accrue benefits just as though they were teaching. Time on unpaid disability leave will not count toward advancement on the salary schedule and no other benefits will accrue. The Certified Staff may continue to subscribe to any District group insurance plan so long as the Certified Staff reimburses the District for the District's actual cost of the premium. All benefits earned and accumulated prior to the disability will be held (1) for the

Certified Staff's return or (2) until the disability leave expires and employment is terminated or (3) until the Certified Staff resigns.

- L. **Other Leave** Other Leave may be requested for other reasons not stated in Article IV. The amount of time granted in each instance shall be recommended by the superintendent after a meeting with the Certified Staff but must be approved by the Board. Certified Staff may apply for blocks of time for Other Leave of no less than fifteen (15) and no more than 180 school days. While Certified Staff are on Other Leave, their salary will be reduced at the rate of 1/175th of base pay for a beginning Certified Staff for each day of absence.
- M. **Leave for Family Illness** Certified Staff may use up to twenty (20) days of leave each school year for leave necessitated by illness in their or their spouse's immediate family (defined in Bereavement Leave). The leave may be used to care for the person or to take the person for treatment or appointments that cannot be arranged outside the school day. Family Illness leave shall be deducted from sick leave. Leave bank may also be used. Upon exhausting sick leave and leave bank, the Certified Staff may be placed on unpaid leave. In the discretion of the superintendent, Leave for Family Illness may also be granted to the extent of accumulated sick leave.
- N. **Adoption Leave** Certified Staff who adopts a child may use up to five (5) days of leave for adoption per school year. These five (5) days must be consecutive days when Certified Staff are present. This will be deducted from sick leave.
- O. **Inclement Weather Leave** Certified Staff who are unable to be at work for a contracted day of service due to inclement weather will be allowed to use Personal leave day(s) if they have any available. If no Personal leave day(s) are available, then the Certified Staff shall be charged for Short Term Leave and will have 1/175th of their salary deducted for each day absent.
- P. **Military Leave** The Board will apply the appropriate Board policy, State and Federal laws, for Certified Staff who are members of the military.
- Q. **Maternity Leave** An Eligible Certified Staff is entitled up to a combined total (paid and unpaid) of twelve (12) weeks of Maternity Leave. A Certified Staff will be granted a maximum of thirty (30) days of paid leave for the birth of a child. This initial thirty (30) days must be taken consecutively during days when Certified Staff are present. Maternity Leave shall start the day the child is born unless the Certified Staff has completed a full workday that day. In that case, Maternity Leave will start the next contract day. Maternity Leave will be deducted from sick leave. During maternity leave, should medical complications develop with the mother or newborn baby, an additional ten (10) days may be granted by the superintendent if the Certified Staff has sufficient accumulated sick leave. With prior approval of the superintendent, Maternity Leave after the initial thirty (30) days may include partial or nonconsecutive days.
- R. **Paternity Leave** A Certified Staff will be granted a maximum of five (5) days of paid Paternity Leave for the birth of a child per school year. Paternity Leave starts the day the child is born, and these five (5) days must be taken consecutively during days when Certified Staff are present. Paternity Leave will be deducted from sick leave. Leave bank may also be used.
- S. **Committee Leave** Any teacher who participates on a State or National Educational Committee for which the District is reimbursed for a substitute teacher may, at the discretion of the superintendent, be granted School Directed Leave and in that event, will be allowed to keep any stipend paid.

V. HEALTH INSURANCE

- A. **Health Insurance Plan** All Certified Staff will have the option to choose one of the District offered health plans. The District will contribute an amount equal to the cost of the \$2,000-deductible single premium toward each plan (rounded up to the nearest ten (10) dollar).

The Board shall have the sole right to determine the carrier and coverage benefits; however, in no event shall the Board negotiate an annual increase of more than twenty-five percent (25%) in deductible or co-pay amounts. A committee of Association members and the Board members will meet each year to discuss carrier and coverage. No change in the insurance carrier or coverage will be made without consulting the Association. Certified Staff who retire, are not eligible for group health insurance thru the school health insurance plan after receiving their twelve (12) months of contracted health benefits. Premiums and deductibles are effective. July 1 – June 30.

- B. **Cafeteria Plan**

All Certified Staffs are offered the option to participate in a Section 125 Cafeteria Plan, Medical Care Expense Reimbursement. Any Certified Staff wishing to enroll in any of these programs for the following year should contact the Business Manager by November 1 of any year. Open enrollment for current Certified Staff who wish to make changes can occur ONLY before the December payroll. Open enrollment can also occur if there is a change in marital status, dependent status, work status, or other types of family status. The District will provide \$500 in cafeteria benefits per year for those Certified Staff who are not insured with the District's group health insurance plan. This money may only be used for Cafeteria Plan Reimbursement.

- C. **Dental Plan** The District will not pay any portion of the dental insurance premium effective September 1, 2016.
- D. **Vision Care Plan** The District will not pay any portion of the vision care premium.

VI. SALARY

- A. **Salary Schedule** The following salary and extra duty schedule will be in effect for all Certified Staff.

2022-2023 HIRING SALARY BASE

- 1. Base pay is defined as the salary of a Certified Staff with no prior applicable experience and a bachelor's degree with fewer than eight (8) semester graduate credit hours and shall be established annually through negotiations between the Board and Association.

2. For Certified Staff with no previous applicable experience, the salary will be base pay plus the appropriate accumulative differential for the number of semester credit hours.
3. For new Certified Staff with prior applicable teaching experience, the salary will be base pay plus the appropriate accumulative differential for the number of semester credit hours, plus placement on the schedule taking into account verified years of applicable experience.

New Certified Staff salary schedule:

BA	=	=	\$41,500
BA + 8	= Base + \$500	=	\$42,000
BA + 15	= Base + \$1,000	=	\$42,500
BA + 30	= Base + \$2,000	=	\$43,500
BA + 45	= Base + \$3,000	=	\$44,500
MA	= Base + \$4,000	=	\$45,500
MA + 8	= Base + \$4,500	=	\$46,000
MA + 15	= Base + \$5,000	=	\$46,500
MA + 30	= Base + \$6,000	=	\$47,500
MA + 45	= Base + \$7,000	=	\$48,500
MA + 50	= Base + \$8,000	=	\$49,500
MA + 60	= Base + \$9,000	=	\$50,500

4. For returning Certified Staff, the salary will be the salary paid in the last contract (plus any increase due to semester credit hours) plus 5% rounded to the nearest dollar.

Applicable experience shall be defined as follows:

- a. For teachers, time spent teaching in a fully accredited K-12 program
- b. For technology coordinators and counselors, time spent working in a substantially similar position in a fully accredited K-12 program, public entity, or private business (this definition applies only to technology coordinators and counselors hired after July 1, 2015)
- c. For Special Education and Title Coordinators, time spent teaching in a fully accredited K-12 program and time spent working in a substantially similar position in a fully accredited K-12 program

2022-23 EXTRA DUTY SCHEDULE							
Activity	Level	Base Index	Weeks	Amount	Increment	Salary	Payment Date
ATHLETIC							
Athletic Director	Coordinator	0.1500				\$6,225	February
Boys Basketball	Head	0.1000	16	\$25	\$180	\$4,730	February
Boys Basketball	Assistant	0.0670	16	\$20	\$180	\$3,281	February
Girls Basketball	Head	0.1000	16	\$25	\$180	\$4,730	February
Girls Basketball	Assistant	0.0670	16	\$20	\$180	\$3,281	February
Cross Country	Head	0.0800	10	\$25	\$180	\$3,750	October
Cross Country	Assistant	0.0500	10	\$15	\$180	\$2,405	October
Football	Head	0.1000	14	\$25	\$180	\$4,680	November
Football	Assistant	0.0670	14	\$20	\$180	\$3,241	November
Golf	Head	0.0600	12	\$25	\$180	\$2,970	May
Golf	Assistant	0.0500	12	\$15	\$180	\$2,435	May
Golf-Fall	Head	0.0600	9	\$25	\$180	\$2,895	October
Golf-Fall	Assistant	0.0500	9	\$15	\$180	\$2,390	October
Golf-Spring	Head	0.0600	11	\$25	\$180	\$2,945	May
Golf-Spring	Assistant	0.0500	11	\$15	\$180	\$2,420	May
7th-8th Coach	BBB	0.0500	8	\$15	\$180	\$2,375	February
7th-8th Coach	GBB	0.0500	8	\$15	\$180	\$2,375	December
7th-8th Coach	VB	0.0500	8	\$15	\$180	\$2,375	October
7th-8th Coach	FB	0.0500	7	\$15	\$180	\$2,360	October
Softball	Head	0.0800	11	\$25	\$180	\$3,775	May
Softball	Assistant	0.0670	11	\$20	\$180	\$3,181	May
Track	Head	0.0900	13	\$25	\$180	\$4,240	May
Track	Assistant	0.0670	13	\$20	\$180	\$3,221	May
Volleyball	Head	0.1000	14	\$25	\$180	\$4,680	November
Volleyball	Assistant	0.0670	14	\$20	\$180	\$3,241	November
Wrestling	Head	0.1000	15	\$25	\$180	\$4,705	February
Wrestling	Assistant	0.0670	15	\$20	\$180	\$3,261	February
Competitive Cheer	Head	0.0800	13	\$25	\$180	\$3,825	October
Competitive Cheer	Assistant	0.0500	13	\$25	\$180	\$2,580	October
Sideline Cheer Head	Coach	0.0350	27	\$25	\$180	\$2,308	Monthly
NON-ATHLETIC							
AIMSWEB	Coordinator	0.0100				\$415	Monthly
Colony Head Teacher		0.0360				\$1,494	Monthly
Concessions	Advisor	0.0950			\$90	\$4,033	Monthly
Concessions (x2)	Assistant	0.0550			\$90	\$2,373	Monthly
DIBELS - Reading	Coordinator	0.0250				\$1,038	Monthly
DIBELS - Math	Coordinator	0.0250				\$1,038	Monthly
Drama	Coach	0.0700	20	\$17	\$180	\$3,425	Monthly
Drama	Assistant	0.0500	20	\$15	\$180	\$2,555	Monthly
Driver Ed Student		0.0040				\$166	July
Driver Ed Class		0.0130				\$540	July
FFA	Advisor	0.0375			\$90	\$1,646	Monthly
Instrumental Music	4-12	0.0850			\$180	\$3,708	Monthly
HOSA	Advisor	0.0300				\$1,245	Monthly
IXL	Coordinator	0.0100				\$415	Monthly
National Honor Society	Advisor	0.0250			\$90	\$1,128	Monthly
Oral Interp	Coach	0.0600	10	\$17	\$180	\$2,840	Monthly
Oral Interp	Assistant	0.0500	10	\$15	\$180	\$2,405	Monthly
PBIS - Elementary	Coordinator	0.0550				\$2,283	Monthly
PBIS - MS/HS	Coordinator	0.0550				\$2,283	Monthly
Prom	Advisor	0.0250			\$90	\$1,128	Monthly
READ LIVE	Coordinator	0.0100				\$415	Monthly
RTI Cognitive	Coordinator	0.0350				\$1,453	Monthly
PBIS	Coach	0.0250				\$1,038	Monthly
SD STARS	Coordinator	0.0100				\$415	Monthly
SportsTicket Live	Coordinator	0.0750				\$3,113	Monthly
Student Council	Advisor	0.0500			\$90	\$2,165	Monthly
TITLE	Coordinator	0.0850				\$3,528	Monthly
Vocal Music	K-12	0.0300				\$830	Monthly
Yearbook Advisor	Advisor	0.0850			\$180	\$3,708	Monthly

B. College Course Work Salary Advancement

1. \$1,000 will be paid for each new level to returning staff upon completion of additional college course work as reflected in schedule (Section VI, A, 3).
 2. All college course work must contribute directly to the improvement of skills needed to perform the Certified Staff's specific duties for the District.
 3. All work must be taken at an accredited college or university.
 4. Certified Staff who anticipate qualifying for college course work salary advancement must notify the District Office by April 1 of the year preceding advancement. Complete transcripts of all credits earned must be filed by September 10th with the superintendent.
 5. All courses which the Certified Staff wishes to use for advancement on the salary schedule must be approved in advance by the superintendent. Requests for approval must be made on forms provided by the District and must be submitted prior to registration for the course. The superintendent will act upon the requests within (5) five days of receipt. The superintendent may approve courses that are: 1) part of an approved graduate degree program, or 2) related directly to the Certified Staff's teaching assignment or area of certification, or 3) that will directly benefit the District.
 6. When Certified Staff are advanced, only those credit hours earned since the last advancement will be evaluated by the superintendent. Original placement will require that all hours beyond the BA be evaluated. When a teacher is enrolled in a graduate degree program and seeks to advance on the salary grid, those hours taken beyond the requirements of the MA will count toward horizontal movement on the salary grid.
- C. **Pay Options** Payday shall be on the 15th of each month or the last working day prior to the 15th, beginning the first month of school or, for those hired after school starts, the first month after employment commences. Certified Staff with a monthly insurance deduction will be required to be paid in 12 equal monthly installments; however, Certified Staff members hired prior to July 1, 2013, and Certified Staff requesting retirement shall have the option to remain or be moved to the 10-pay option through their employment with the District. Those selecting the 10-pay option will receive their tenth check when they check out after the last day of school. Extra duty staff members hired prior to July 1, 2013, may elect to receive extra duty pay monthly in lieu of a lump sum.
- D. **Payroll Deductions** Certified Staff will have the option of payroll deductions as required by law & applicable benefit plans.
- E. **Salary Schedule** Certified Staff entering the District will be allowed credit for all their years of applicable experience. However, no Certified Staff new to Bon Homme #04-2 will be placed higher on the salary schedule than a present Certified Staff with equal experience and education. All applicable experience must be in accordance with section VI, A, 5.
- F. **Severance Pay** Any Certified Staff who has been employed by the District for a minimum period of ten (10) years whose employment terminates shall be paid \$10 per day (up to a maximum of \$800) for unused sick leave unless termination is by the District for just cause. Just cause is set forth in SDCL 13-43-6.1. Any remaining days (maximum 20) not paid to the Certified Staff shall be credited to the Leave Bank; however, if the Certified Staff was terminated for just cause, the days shall not be credited to the Leave Bank.
- G. **Retire/Rehire** Any Certified Staff participating in the Retire/Rehire provision as provided by the South Dakota Retirement System who wishes to be rehired must re-apply for the position and may be rehired, however, the rehired Certified Staff will be placed on the same salary they were on when they retired except their benefits will be computed as though they are a first-time Certified Staff to the District. Certified Staffs may opt to be rehired at a lesser salary.
- H. **Voluntary Separation Rehire** Any person participating in a Voluntary Separation Plan who wishes to be rehired must re-apply for the position and may be rehired; however, the rehired Certified Staff will be placed on the starting salary in the section they were on when they separated, and their benefits will be computed as though they are a first-time Certified Staff to the District. A Certified Staff may only participate in the Voluntary Separation Severance benefit plan one time.

VII. VOLUNTARY SEPARATION PLAN

- A. All Certified Staff covered by this Master Agreement who are at least forty-six (46) years of age and who have worked as a Certified Staff in the District for at least fifteen (15) years will be eligible to participate in a voluntary separation benefit plan. Age and benefit shall be calculated as of July 1, 2018, and age 55 shall be reached in the school year prior to separation. **The Voluntary Separation Plan will cease to exist beyond fiscal year 2018-19.** The Board will retain the power to grant the Certified Staff separation mid-year if all appropriate conditions have been met. Those who are employed less than full-time may participate in the plan on a pro-rata basis.
- If a Certified Staff is hired for a partial year which would include a minimum of one full semester (consecutive days) they would qualify for a ½ year credited towards their voluntary separation plan.
- B. Only two (2) eligible Certified Staff may terminate their employment under this plan in any fiscal year at the full benefit. If more than two (2) eligible Certified Staff apply, the Board shall select the applicants for separation based on the following criteria:
1. Total years of Certified Staff service. (In the case of a tie(s), the Board will move to #2, and then #3 respectively).
 2. Years of service to the District
 3. First to reach age 55

The Board may waive this two (2) person limit and allow more Certified Staff to separate in a year. Prior to the March 1st deadline for application submission, the Business Manager and the superintendent will meet with the Association to discuss the number of Certified Staff who will be allowed to separate that fiscal year. Should a Certified Staff be denied voluntary separation because of the number of people requesting separation benefits in any one year that Certified Staff would receive first preference the following year with no decrease in the benefits from the day the application was originally made.

- C. Applications for participation in the plan must be submitted to the Board prior to March 1 of the fiscal year in which the Certified Staff wishes to terminate employment. Approval by the Board of the Certified Staff's application will constitute a voluntary resignation and will result in the termination of employment in the District at the end of the current contract. Acceptance will also constitute a termination of the Certified Staff's continuing contract status. The Board will notify applicants of its decision within 30 days of the March 1 application deadline.
- D. When an eligible Certified Staff is approved for the voluntary separation benefit, the person will become eligible to receive remuneration as follows:

15 to 42 years of Certified Staff service	2.75%
43 years of Certified Staff service	1.75%
44 years of Certified Staff service	1.25%
45 years of Certified Staff service	0.75%
46 years and more of Certified Staff service	0.10%

of their 2018-19 contracted salary times the number of years of qualified service in the District (maximum of 30 years) times 50%. Certified staff who have reached 15 years of service and have reached age 60 prior to July 1, 2018, will not be subject to the 50% reduction until March 1, 2020. The contracted salary is the regular teaching salary found on the salary schedule and shall not include any extra duty pay or pay for extra days.
- E. The money will be paid in four, five, or six payments as elected by the Certified Staff. No installment may be greater than 25% of the total benefit and no more than two payments may be made in any fiscal year. Payments will be made only on July 15 and January 15. All monies to which the Certified Staff is entitled must be paid out within three fiscal years after separation. Alternatively, the money will be paid on a monthly basis less appropriate deduction. A yearly worksheet will be provided to each Certified Staff on this plan.
- F. All payments made under this plan will be subject to Federal Withholding Taxes.
- G. In the event that a Certified Staff who is receiving benefits under this plan should die before all of the benefits under the plan have been paid, the portion of the benefit which has not been paid shall be paid to a beneficiary designated by the Certified Staff. If no beneficiary has been designated, the payment shall be made to the estate of the deceased and that shall fully discharge the District's obligation under this article.
- H. Persons who voluntarily separate under the provisions of this agreement will be allowed to remain on the District's applicable benefit plans until they find other coverage, or they are able to obtain Medicare. The person shall be responsible for paying his/her own premiums for this coverage once they have received their twelve (12) months of contracted health benefits. Persons who lapse on these monthly payments will be notified by registered letter that their policy will terminate 30 days after the last due date unless payment is made in full.
- I. The Board and the Association will review this voluntary separation plan on an annual basis.

VIII. EXPENSES

- A. **Approval** All job-related travel will be approved in advance by the superintendent.
- B. **Mileage**
 - 1. Distances: Reimbursement for travel will be at the State Rate. Mileage will be based on the following distances:
 - Tyndall to Tabor = 11 miles
 - Tyndall to Springfield = 11 miles
 - Tyndall to the Colony = 17 miles
 - Springfield to Tabor = 19 miles
 - Springfield to the Colony = 15 miles
 - Tabor to the Colony = 10 miles
 All other mileage shall be calculated by the Business Manager.
 - 2. Each Certified Staff who must travel between buildings to perform his/her regular duties will be assigned a school base prior to the beginning of each school year. The school base to which each such Certified Staff is assigned will be included on their individual contract and will not be changed for the duration of that contract unless the Certified Staff contract is amended, and amendments are mutually agreed to. Each Certified Staff will be responsible for his/her necessary transportation to their school base from their home at his/her own expense.
 - 3. If a Certified Staff works at more than one building on a full day alternating basis, mileage reimbursed will be only those miles from the school base to the other location as established in Section VIII. B. 1.
 - 4. If a Certified Staff works at two or more locations in a single day, mileage will be paid for actual miles driven between the school base and the other location(s) as established in Section VIII. B. 1.
 - 5. Mileage at the State Rate will be paid to Certified Staff who must travel in their own vehicles to job-related activities.
 - 6. Whenever possible, District-owned vehicles shall be used for travel in lieu of personal vehicles.
- C. **Expenses for Professional Leave** If Certified Staff is on professional leave, the District will pay for total registration fees and other expenses including meals, lodging, and mileage costs at the current State Rates. The District will not pay any late fees. If more than one Certified Staff is attending the same event, car-pooling with a District vehicle, and sharing motel rooms will be encouraged.

IX. EMPLOYMENT PROVISIONS

- A. **Voluntary Transfer Procedure** Certified Staff wishing to be considered for any transfer within the District will notify the superintendent of their wishes, in writing as soon as a position becomes available. Certified Staff will be notified of their status as soon as approval is given by the Board.
- B. **Involuntary Transfers** The movement of a Certified Staff from one position to another shall be considered a transfer. The decision to make an involuntary transfer shall rest in the judgment of the superintendent or his/her designee based on the needs of the District. The Certified Staff shall receive notice as soon as practical with a minimum of one-week written notice guaranteed. If requested by Certified Staff, the involuntary transfer shall be made only after a meeting between the Certified Staff, an Association Representative, and the superintendent or his/her designee.
- C. **Employment off Salary Schedule** The Board has the authority to place or advance Certified Staff beyond the scheduled salaries set forth in Section VI. as determined by employment needs. This action will be taken only after written notice has been given to the Association by the superintendent.
- D. **Workday** Each principal will determine, with approval of the superintendent, the specific period that the Certified Staff under his/her supervision will be present in the building and will inform the Certified Staff of that schedule in writing prior to the beginning of each school year. Principals may grant permission to Certified Staff to arrive late, leave early, or be temporarily out of the school building during the school day.

X. REDUCTION IN FORCE

- A. **Coverage** In the event the Board determines that staff reduction is necessary, Certified Staff in the District are governed by this agreement.
- B. **Reduction** In the event normal attrition will not alleviate the need to reduce staff, the following criteria, not necessarily in order of priority, shall be used in determining which staff member or members will be non-renewed:
 - 1. Certified Staff without degrees
 - 2. Certified Staff without certification for their current teaching assignment
 - 3. Certified Staff with emergency or temporary certification
 - 4. Experience within the teaching area
 - 5. Evaluations
 - 6. Program priorities
 - 7. Extracurricular needs of the District
 - 8. Service to the District
- C. **Recall Rights** Any Certified Staff laid off pursuant to this Article shall have recall rights to positions available in the District with the following stipulations:
 - 1. The former Certified Staff is fully certified and qualified to perform all functions of the existing vacancy including extra duty needs.
 - 2. The former Certified Staff must notify the superintendent of his/her desire to claim the position within twenty (20) days after the vacancy has been declared.
 - 3. The claim must be made within one (1) year of the effective date of his/her layoff.
 - 4. When a staff reduced person is re-hired, he/she will be placed on the salary schedule from the spot he/she was on when laid off.
- D. **Notification:** Any staff member who will be recommended for staff reduction will receive formal written notice from the superintendent regarding this recommended change in status prior to any public announcement. The notice will be delivered as soon as possible and no later than April 15.

XI. EVALUATION PROCEDURE

- A. **Certified Staff Evaluation Procedure** Certified Staff evaluations shall be confidential. One copy of the signed evaluation shall be given to the Certified Staff, one copy placed in the personnel file in the District Office, and one copy will be retained by the principal. No revision of the Certified Staff evaluation policy or criteria will be adopted by the Board without prior consultation with and involvement of Association members.
 - 1. **Purpose and Use of Evaluation Results** It is recognized that the teaching/learning process is the primary purpose for existence of public schools. In order to ensure that the highest quality of teaching takes place, this appraisal of teaching performance in the District is instituted. The appraisal of teaching services should serve these purposes:
 - 1. To assist the Certified Staff to grow professionally
 - 2. To raise the standards of the teaching profession as a whole and the quality of instruction in the District
 - 3. Provide data that will assist the Board and administration in making employment decisions
 - 2. **Criteria for Evaluation** The Administration, with Board approval, will establish criteria for evaluation based on the Danielson Framework and the Teacher Effectiveness Model in consultation with a committee of Certified Staff named by the Association. Prior to beginning each evaluation, the evaluator will present the criteria for evaluation in writing.
 - 3. **Frequency** Certified Staff who are on continuing contract status will be evaluated at least once every other school year. Probationary Certified Staff will be evaluated at least once each semester until they achieve continuing contract status.

Each year, each administrator will be assigned Certified Staff to evaluate. Before the end of the first month of school, the administrator will inform the Certified Staff that they have been assigned to him/her for evaluation. The administrator will hold a goal-setting conference with each evaluated person before the end of the ninth week of school.

4. **Conferences** Following the formal observation, a post-observation conference will be held not more than ten (10) teaching days after the classroom observation. At the post-observation conference, the evaluator shall discuss the class observed and will present a written summary of the observation. A conference will be held with the Certified Staff to present the final written evaluation. A conference will also be held when the evaluator presents the annual employment recommendations to the Certified Staff.
5. **Observations** The evaluator shall conduct at least one (1) formal observation prior to the writing of each evaluation report. The classroom observation shall be at least one (1) instructional period of not less than 30 minutes. The evaluator may make as many informal observations as he/she deems necessary during each semester of a school year. Informal classroom visits may be made without advance notice to the Certified Staff. If the informal observation brings to light any deficiency or problem, the evaluator shall write a summary of the observation which will be given to the Certified Staff at a conference which must take place within ten (10) teaching days after the observation.
6. **Evaluation Deadlines** All evaluations shall be completed and in the hands of the Certified Staff no later than the last teaching day prior to May 1st.
7. **Evaluation Response** The Certified Staff shall receive his/her written copy of the evaluation form during a conference with the evaluator. The form shall be signed by the evaluator and evaluated person. The evaluated person's signature does not indicate either agreement or disagreement, only that the conference has taken place and the evaluated person has read the evaluation. The evaluated person has the right to make a written statement concerning any part of the evaluation results. Such written statement shall become part of the individual's evaluation record and will be included in his/her personnel file. Any written statement by the Certified Staff shall be provided no more than ten (10) teaching days following the conference.
8. **Evaluation Ratings** Each evaluation of the Certified Staff's performance will be based upon criteria established by the Board and will be reduced to writing. The evaluation will indicate the performance of the Certified Staff as Distinguished, Proficient, Basic, or Unsatisfactory. A rating in any criteria will be accompanied by an explanation of the reason for the rating and suggestions for improvement.
9. **Employment Recommendations** Each year, between March 1 and no later than April 15, only Certified Staff receiving employment recommendations of "Recommended with Qualifications" or "Not Recommended" will receive formal notification of the superintendent's recommendation for their future employment and this will be presented to the Certified Staff in writing.

The Certified Staff will sign a receipt indicating that the recommendation was received. If the recommendation is "Recommended with Qualification", it will be accompanied by a statement of types and areas of deficiencies. The superintendent's employment recommendation will also be presented to the Board for final employment action. A Plan of Assistance will be developed for those Certified Staff hired "With Qualifications" and will be given to them with their teaching contract.

10. **Plan of Assistance** A plan of assistance may be implemented at any time and shall consist of:
 - a. A list of the Certified Staff deficiencies and problem area(s)
 - b. A list of specific actions that the Certified Staff will be expected to carry out to affect the improvements
 - c. A commitment by the evaluated person to specific positive actions to be taken to correct any deficiencies
 - d. A specific description of the types of assistance to be offered by the evaluator and a timeline for completion of the plan

The Certified Staff will automatically be placed into the evaluation cycle for each semester of the next year and the plan will be completed and evaluated within that process.

B. Evaluation for Other Certified Staff

The District Technology Coordinator, Special Education Coordinator, and Title Coordinator will be formally evaluated by May 1 of each year, using the Coordinator Evaluation form by the superintendent.

- C. **Files** Each Certified Staff employed in the District will have a personnel file opened in his/her name and shall also contain an evaluation file. The personnel file will be kept by the District Office and will contain copies of all material the evaluator will use in the process of evaluating the Certified Staff. The personnel file will be open only to the Certified Staff, the evaluator, or by approval from the District Office. The evaluator will review the contents of the file with the Certified Staff at least once each school year.

The Certified Staff personnel file will be kept in the District Office and will contain contracts, teaching certificate, payroll information, other Business Office information, correspondence, evaluations and evaluation materials, and other items required by law. The files will be in the custody of the District Office. The files may be reviewed by the Certified Staff at any time during office hours. The Certified Staff may be accompanied by an Association Representative in such review and may obtain copies of any material in the file.

No materials derogatory to the teacher's conduct, service, character, personality, and performance shall be placed in the teacher's personnel file unless the teacher has had the opportunity to read the material. The materials shall be signed and dated by the teacher indicating that he/she has read them. The teacher shall have the right to respond in writing to any material placed in his/her file.

Coaches and Activity Sponsor Evaluations All evaluations shall be confidential. One copy of the signed evaluation shall be given to the Certified Staff, one copy placed in the personnel file in the District Office, and one copy shall be retained by the administrating principal for that coach or sponsor. The evaluations for coaches or sponsors having “Duties as Assigned” positions will not be filed in personnel files. No revision of the coach and activity sponsor evaluation policy or criteria will be adopted by the Board without prior consultation with and involvement of the Association.

Purpose and Use of Evaluation Results

1. To provide a program which encourages professional growth by coaches and sponsors
2. To serve as a communication form and guide for constructive supervision by administrators
3. To help coaches and sponsors assess their performance and to determine their areas of strengths and weaknesses
4. To provide data that will assist the Board and administration in making coaching and activity assignment decisions

Criteria for Evaluation

The Board will establish criteria for evaluation in consultation with a committee consisting of activity director, coaches, Association, and administration.

Frequency

Coaches and sponsors who are continuing contract status for their activity position will be evaluated a minimum of every other school year coinciding with their teaching evaluation cycle. Probationary coaches or sponsors will be evaluated every year until achieving continuing contract status. Each year, the superintendent will assign coaches and sponsors to the principals or the activity director for evaluation. Priority will be given to assigning the evaluator with the most experience in the evaluated person’s activity area whenever possible. The evaluator will inform his or her evaluated person of the assignment before the end of the first month of school. For new staff, the evaluator will hold a goals conference with each evaluated person prior to the beginning of the evaluated person’s activity season.

Evaluation Procedure

Prior to the beginning of the activity season, the evaluated person may request a conference with the evaluator. The conference may review the coach’s or sponsor’s goals for the year and allow review of the evaluation form to mark non-applicable items. A copy of the evaluation form with goals attached will be given to the coach or sponsor. The evaluator will complete a copy of this amended evaluation form through direct observation of coach or sponsor activities throughout the activity period or season. Within two weeks of the end of the activity season, the evaluator shall hold an evaluation conference with the coach or sponsor. At the evaluation conference the evaluator shall present a completed evaluation form and discuss a summary of observed activities of the coach or sponsor. The evaluated person will have an opportunity to add written narrative response to the evaluation form (See G. Evaluation Response). Also at this conference, the evaluated person’s goals for the next year’s season will be recorded.

Observations

Prior to the completion of the evaluation form, the evaluator shall conduct at least one observation of a minimum of 20 minutes in length. The evaluator may make as many other observations as he/she deems necessary during the course of the activity season. The observation(s) date, time, and activity must be noted on the evaluation form. If any observation brings to light a deficiency or problem, the evaluator shall write a summary of the observation which will be given to the evaluated person at a conference that must take place within ten days after the observation. All evaluations resulting in “Needs to Improve” will be documented with the date and the activity problem observed.

Evaluation Deadlines

All evaluations shall be completed and in the hands of the coach or sponsor no later than two weeks after the end of the activity season.

Evaluation Response

During a conference with the evaluator, the coach or sponsor shall receive a copy of the evaluation form completed by the evaluator. The form shall be signed by the evaluator and evaluated person. The evaluated person’s signature does not indicate either agreement or disagreement, only that the conference has taken place and the evaluated person has read the evaluation. The evaluated person has the right to make a written statement concerning any part of the evaluation results. If the evaluation form is one that may be filed, such a statement shall become part of the individual’s evaluation record and will be included in his/her personnel file. Any written statement by the evaluated person shall be provided no more than ten days following the conference.

Evaluation Ratings

Each evaluation of a coach’s or sponsor’s performance will be based on a written policy established by the Board. A “Needs to Improve” rating will be accompanied by an explanation of the reason for the rating on the evaluation form accompanied by suggestions for improvement.

Employment Recommendations

Each year, no later than April 15, each coach or sponsor will receive formal notice of the superintendent’s recommendation for their future activity employment. The recommendation will be “Recommended”, “Recommended with Qualifications” or “Not Recommended” and will be presented to the coach or sponsor in writing. The coach or sponsor will sign a receipt in writing that the recommendation was received. If the recommendation is “Recommended with Qualifications”, it will be accompanied by a statement of types and areas of deficiencies. The superintendent’s employment recommendation will also be presented to the Board for final employment action of the coaching or activity sponsorship assignment. A Plan of Assistance will be developed for those coaches or sponsors hired “With Qualifications” and will be given to them with their contract.

Plan of Assistance

A Plan of Assistance may be implemented at any time and shall consist of:

1. A list of the coach's or sponsor's deficiencies and problem area(s)
2. A list of specific actions that the coach or sponsor will be expected to carry out to affect the improvements
3. A commitment by the evaluated person of specific actions to be taken to correct deficiencies
4. A specific description of the types of assistance to be offered by the evaluator and a timeline for completion of the Plan. The coach or sponsor will automatically be placed into the evaluation cycle for the next year and the Plan will be completed within that timeline.

Files

Each coach or sponsor employed in the Bon Homme School District will have an evaluation file and personnel file opened in his/her name. The coach or sponsor evaluation file will be kept by the coach or sponsor's evaluator and will contain copies of all the material the evaluator will use in the process of evaluating the evaluated person. This evaluation file will be open only to the coach or sponsor, the evaluator, the superintendent, and the Board. The evaluator will review the contents of the file with the coach or sponsor at least once each school year.

The coach's or sponsor's personnel file will be kept in the District Office and will contain contracts, teaching certificate and or coaching endorsements, payroll information, other Business Office information, correspondence, evaluations and evaluation materials, and other items required by law. The files will be in the custody of the superintendent. The files may be reviewed by the coach or sponsor at any time during office hours. The coach or sponsor may be accompanied by an Association Representative in such a review and may obtain copies of any material in the file.

No materials derogatory to the coaches or sponsor's conduct, service, character, personality, and performance shall be placed in this personnel file unless the coach or sponsor has had the opportunity to read the material. The materials shall be signed and dated by the coach or sponsor indicating that he/she has read them. The coach or sponsor shall have the right to respond in writing to any material placed in his/her file. All evaluation materials will be destroyed upon the evaluated person's separation from the District.

**EVALUATION FORM – HEAD COACHES & ACTIVITY SPONSORS
BON HOMME SCHOOL DISTRICT #04-2**

Coach/Sponsor _____ Assignment _____

Observation Date _____ Time In _____ Time Out _____

Location _____ Activity _____

Rating Interpretation:

1 – Meets Standard 2 – Needs to Improve 3 – Not Observed 4 – Non-Applicable

I. PLANNING AND ORGANIZATION

- | | | | | |
|--|---|---|---|---|
| A. Is punctual in submitting participant lists, parent permission slips, physical slips, and year-end reports. | 1 | 2 | 3 | 4 |
| B. Provides for care of equipment including issue, inventory, repair, and storage. | 1 | 2 | 3 | 4 |
| C. Maintains communication with activity director regarding events within the activity season, including practice schedules and discipline problems. | 1 | 2 | 3 | 4 |
| D. Informs principals in advance when a classroom substitute is needed. | 1 | 2 | 3 | 4 |
| E. Works cooperatively to submit budget requests, requisitions, and related items. | 1 | 2 | 3 | 4 |
| F. Makes good use of assistants. | 1 | 2 | 3 | 4 |

II. INTERPERSONAL RELATIONSHIP SKILLS

- | | | | | |
|---|---|---|---|---|
| A. Maintains open and professional relationship with activity director and/or principals. | 1 | 2 | 3 | 4 |
| B. Develops rapport with athletic coaching staff. | 1 | 2 | 3 | 4 |
| C. Develops rapport with activity participants and other students. | 1 | 2 | 3 | 4 |
| D. Develops and maintains positive relationships with newspaper staff, radio and television announcers, booster clubs, parents, audience, and spectators. | 1 | 2 | 3 | 4 |

III. KNOWLEDGE OF INSTRUCTIONAL SKILLS AND TECHNIQUES

- | | | | | |
|--|---|---|---|---|
| A. Prepares for practices with staff to plan for maximum instruction and time use. | 1 | 2 | 3 | 4 |
| B. Provides for positive individual and group instruction to fit the needs of the participants and the program goals. | 1 | 2 | 3 | 4 |
| C. Demonstrates fairness, understanding, and empathy toward participants. | 1 | 2 | 3 | 4 |
| D. Strives to be innovative in using new coaching/facilitation techniques and ideas. | 1 | 2 | 3 | 4 |
| E. Demonstrates ability to provide acceptable administration of training, practice, performance areas, and locker areas when used. | 1 | 2 | 3 | 4 |

IV. PERSONAL AND PROFESSIONAL QUALITIES

- | | | | | |
|--|---|---|---|---|
| A. Participates in available classes and workshops to improve professional knowledge and skills. | 1 | 2 | 3 | 4 |
| B. Works within the rules and regulations established by all governing agencies of the activity. | 1 | 2 | 3 | 4 |
| C. Follows school rules regarding participants and programs. | 1 | 2 | 3 | 4 |

- | | | | | |
|--|---|---|---|---|
| D. Follows the overall school philosophy regarding participants and programs. | 1 | 2 | 3 | 4 |
| E. Adheres to professional code of ethics regarding the treatment of participants and peers. | 1 | 2 | 3 | 4 |
| F. Uses modeling to convey acceptable appearance, manners, behavior, speech, and interest. | 1 | 2 | 3 | 4 |
| G. Is punctual in meeting with participants for practices, games, or presentations. | 1 | 2 | 3 | 4 |
| H. Demonstrates leadership and attitudes which encourage good performances and positive attitudes by participants. | 1 | 2 | 3 | 4 |
| I. Demonstrates self-control and poise in all areas related to coaching or activity sponsor responsibility. | 1 | 2 | 3 | 4 |
| J. Demonstrates enthusiasm and vitality in coaching/sponsor assignments. | 1 | 2 | 3 | 4 |
| K. Uses proper sequence and accepted line of communications in dealing with subordinates and superiors. | 1 | 2 | 3 | 4 |

NARRATIVE STATEMENT OF EVALUATEE STRENGTHS

AREAS WHERE IMPROVEMENT IS NECESSARY

EVALUATEE RESPONSE

GOALS FOR NEXT SCHOOL TERM

 Evaluated Person

 Evaluator

 Conference Date

 Activity Director

**EVALUATION FORM – ASSISTANT COACH
BON HOMME SCHOOL DISTRICT #04-2**

Coach/Sponsor _____ Assignment _____

Observation Date _____ Time In _____ Time Out _____

Location _____ Activity _____

Rating Interpretation:

1 – Meets Standard 2 – Needs to Improve 3 – Not Observed 4 – Non-Applicable

1. Demonstrates support for the head coach and program goals.	1	2	3	4
2. Demonstrates care for equipment and materials.	1	2	3	4
3. Demonstrates knowledge and understanding of the assigned sport.	1	2	3	4
4. Demonstrates instructional coaching skills.	1	2	3	4
5. Demonstrates ability to motivate players within the district’s activity philosophy.	1	2	3	4
6. Develops a rapport with and among participants.	1	2	3	4
7. Demonstrates enthusiasm and interest in coaching/directing assigned activity.	1	2	3	4
8. Supervises participants within the district activity philosophy.	1	2	3	4
9. Develops rapport with and among coaching staff.	1	2	3	4
10. Seeks opportunities to grow professionally.	1	2	3	4
11. Demonstrates proficiency in first aid and safety procedures at levels activity requires.	1	2	3	4

NARRATIVE SUMMARY: Strengths and/or areas in need of improvement

Evaluated Person

Head Coach

Activity Director

Conference Date

XII. ADDRESSING EMPLOYEE CONCERNS – STAFF COMPLAINTS AND GRIEVANCES

If employees have a concern, they will:

- Contact the principal or immediate supervisor, Title IX Coordinator, and/or 504 Coordinator
- If not satisfied, contact the superintendent
- If not satisfied, request to be placed on the agenda at the next regular Board meeting

GRIEVANCE PROCEDURE (Policy GBM)

The following grievance procedure shall be the procedure followed by all employees.

Bon Homme School District will not discriminate, in any of its policies and programs, on the basis of age, race, color, creed, national origin, ancestry, religion, sex, or disability and will not violate any of the provisions of applicable Federal Programs, Statutes, or Regulations.

In compliance with applicable Federal Laws and Regulations, Bon Homme School District has appointed the Title Director as the Title IX Coordinator to coordinate District programs and compliance with Federal Mandates prohibiting discrimination. The superintendent can be reached at PO Box 28, Tyndall, SD 57066, or by calling (605) 589-3388. The 504 Coordinator can be reached at this address as well.

Definitions A "grievance" is a complaint by a public employee or group of public employees based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies, rules, or regulations of the District as they apply to conditions of employment for the staff of Bon Homme School District #04-2. The absence of or disagreement with existing policy, rules, or regulations is not a grievance.

Term "employee", except where otherwise indicated, is considered to apply to any employee not classified as administrative personnel. The term "employee" may include a group of employees who are similarly affected by a grievance.

An "aggrieved person" is the person(s) making the claim.

A "party in interest" is the person(s) making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the problem.

The term "days" when used in this policy shall, except where otherwise indicated, mean calendar days.

"Immediate Supervisor" is defined as the individual conducting the evaluation.

"Association" shall mean any association of employees.

The "Board" shall mean the School Board of the District.

Principles The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of employees.

All parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of an association at any time.

Any employee or group of employees has the right at any time to present a grievance to such person or Board through such channels as are designated for that purpose.

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

In the event a grievance is filed at such time that it cannot be processed by the end of the contract period, the time limits set forth herein will be reduced so that the grievance procedure maybe completed prior to the end of the contract period or as soon thereafter as it is practicable.

Employees must file a grievance within thirty days after the alleged violation, misinterpretation, or inequitable application.

Informal Procedure If an employee has a grievance, he/she should first discuss the matter with the principal, administrator, or supervisor to whom the person is directly responsible in an effort to resolve the problem informally.

If, after such discussion, the employee is not satisfied with the disposition of the matter, the employee may file a formal grievance in accordance with this policy.

Formal Procedure Level One: School Principal or Immediate Supervisor

1. If an aggrieved person is not satisfied with disposition of his/her problem through informal procedures, the person may submit a claim as a formal written grievance to his or her principal or immediate supervisor.
2. The principal or immediate supervisor shall within five days render a decision with rationale for that decision in writing to the aggrieved person.

Level Two: Superintendent

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five days after presentation of the grievance in writing, he/she may file the formal written grievance with the superintendent within three days after the decision at Level One or eight days after the grievance was presented, whichever is sooner.
2. The superintendent or his/her representative shall act for the administration at Level Two of the grievance procedure.
3. Within ten days after receipt of the written appeal to the superintendent, the superintendent shall meet with the aggrieved person

for the purpose of resolving the grievance. The superintendent shall, within three days of the meeting, render a decision with rationale for that decision in writing to the aggrieved person. If more than one meeting with the aggrieved person is necessary or if the superintendent determines to conduct an investigation in addition to meeting with the aggrieved person, the decision shall be within three days of the last meeting with the aggrieved person or within three days of the conclusion of the investigation.

Level Three: Board

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within the time frame set forth, he/she may file a written appeal with the Board. This appeal must be filed within five (5) days from the decision rendered in Level Two.
2. After receiving the written appeal, the Board may appoint a fact finder to review the grievance and its proceedings to this point and to report to the Board prior to its hearing with the aggrieved person. A hearing on the appeal shall be conducted in executive session and the decision of the Board with rationale for that decision shall be rendered in writing within five (5) days.

Level Four: Appeal to the Department of Labor

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may within thirty days after the final decision by the Board is mailed or delivered to the aggrieved person, file an appeal with the South Dakota Department of Labor pursuant to South Dakota statutes and regulations.

Miscellaneous If a grievance affects a group or class of employees, the grievance may be submitted in writing to the superintendent directly and the processing of such grievance shall begin at Level Two.

If a grievance involves the aggrieved person's principal or immediate supervisor, the superintendent shall designate another person to hear the grievance at Level One. If the grievance involves the superintendent, the Board shall designate another person to hear the grievance at Level Two.

Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a place other than the personnel files of the participants.

Forms for filing and processing grievances and other necessary documents shall be prepared by the superintendent and made available through building principals and in the District Office.

Any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of any settlement with the Association then in effect, provided that the Association has been given the opportunity to be present at such adjustment.

These procedures shall not be construed so as to prevent any individual on his/her own initiative from exercising the procedural rights accorded an Association.

No reprisals of any kind shall be taken by any party against the aggrieved person or any other participant in the grievance procedure by reason of such participation.

All parties in interest may be represented at all levels of the formal grievance procedure by person of their choosing.

Legal References: SDCL 3-18-1; 3-18-1.1; 3-18-3; 3-18-15 through 3-18-15.3

Contract References: Master Agreement & Classified Employee Handbook

Revised: July 8, 1996; April 09, 2007; July 12, 2010; June 9, 2014; March 9, 2015

BON HOMME SCHOOL DISTRICT #04-2

Request for Settlement of Grievance

Level _____

Date of Presentation to _____

Name of Aggrieved Person _____

Home Address _____

School _____

Principal _____

Date Violation Occurred _____

Nature of Grievance:

Remedy Sought:

Signed _____ Date _____
(Aggrieved Person)

XIII. OTHER PROVISIONS

- A. **Preparation Periods** Each teacher with at least a one (1) half-time contract, will be granted one preparation period per day. The preparations period shall be spent in the assigned building unless otherwise approved by the principal.
- B. **Meeting Attendance** Certified Staff attendance at all meetings / preschool workshops shall be mandatory unless excused by the principal.
- C. **Work for Activity Tickets** Certified Staff who are assigned to serve as a ticket taker, ticket seller, or event supervisor must work three events or find a staff member to replace them. If they work these assigned events, they may elect to be compensated in one of these manners:

- 1. All Certified Staff will automatically receive a personal activity ticket or gold card. Each Certified Staff will work one event for this ticket/card. Concessions Advisors will be exempt.
- 2. Get paid for the remaining two (2) or more events.
- 3. Get second free activity ticket for working second event and get paid for any other remaining event(s).
- 4. Get a free family activity ticket for working third event and get paid for any other remaining event(s).

If they do not wish to be compensated in this manner, and they are assigned by the high school principal to one of these duties they will be paid in accordance with the extra duty pay report or the federal minimum wage rate per hour, whichever is more, for each event. An event includes all matches or games on a calendar date and shall be recognized as one occurrence per day. Other Classified Staff of the District may also be given the opportunity to earn free activity tickets or be paid by working at events if all event assignments are not filled by Certified Staff.

- D. **Lunch Break** All Certified Staff will be scheduled for a lunch break that is at least 25 minutes in length.
- E. **School Calendar** A committee of the Association and the Board shall meet for the purpose of discussing the upcoming school calendar. Either party may request in writing to the other party the opening of discussions.
- F. **Courses Taught Over Instructional Television** Any Certified Staff who volunteers or is assigned to instruct a course on Instructional Television to another educational institution shall receive an additional \$750 for each course taught.
- G. **Distance Education** Certified Staff may be assigned to teach courses over the DDN or any other media for which they are qualified. All Certified Staff will be given written notice of such an assignment thirty (30) calendar days prior to the beginning of such an assignment. In case of employment needs, the instructor receiving a distance education assignment will be notified as soon as possible and the thirty (30) calendar day notice may be waived.

If a Certified Staff is assigned a class as set forth above prior to the beginning of the second semester, the Certified Staff will be permitted to resign from their contract and no action will be taken by the District due to such resignation, such as Department of Education notification/certificate revocation. If additional training for teaching by distance education is required, it will at the District's expense. Finally, any class so assigned will not exceed the total number of assignments agreed to by the Certified Staff in his/her original contract.

- H. **Grievances** Grievances will be addressed pursuant to section XII. and Board policy.

BON HOMME #04-2 SCHOOL CALENDAR - 2022-23

Approved:

FIRST SEMESTER		SECOND SEMESTER																																																																									
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<p>12 Holidays</p> <p>3 Staff In-Service (8 Hour Days) = (3 Contract Days)</p> <p>17 Unscheduled</p> <p>2 PD/Work (Jan 4 & May 19--8 hour days) = (2 Contract Days)</p> <p>10 Tutor Days (4 Hour Days) = (10 Contract Days)</p> <p>2 PTC (Parent Teacher Conferences) = (2 Contract Days)</p> <p>1 Professional Day = (1 Contract Days)</p> <p>2 Tutor Day(AM) - Professional Day(PM) (8 Hour Days) = (2 Contract Days)</p>		<p>CLASS SCHEDULE</p> <p>Teacher Contract Days = 172 --- Student Contact Hours = 1036</p>																																																																									
		<p>End of 1st Quarter: 10/20/22</p> <p>End of 2nd Quarter: 12/22/22</p> <p>End of 3rd Quarter: 3/9/23</p> <p>End of 4th Quarter: 5/17/23</p>																																																																									
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Make Up Days - First Three Student Contact Forgiven; if used, then

Make Up Days Will Be the Friday of the Week the Closure Occurred If Possible; If More Than 1 Day missed in 1 Week - Friday of the Week Missed and others Determined by Administration

Holidays, PD and P/T Conferences Will Not Be Used or Changed For Make Up Days

Tutor Day Make Up Days Will Be Determined by Administration

Full School Day Make Up Will Have Precedence Over Tutor Day Make Up

If a date is red, this indication means it is a federal holiday (No Banking or Mail on those given days)

2018-19 = 1060 hours

2019-20 = 1043 hours

2020-21 = 1039 hours

2021-22 = 1043 hours