

NEGOTIATED AGREEMENT 2021-2022 SCHOOL YEAR

**This agreement negotiated between the Howard Education Association and the School Board of Howard School District #48-3, Howard, SD for the 2021-2022 School Year.**

**1 AGREEMENT DURATION:**

This agreement shall be in effect from July 1, 2021 through June 30, 2022 for a contract duration of 177 days. Those that are on a reduced calendar will meet with the building administrator to plan their contracted days for the school year prior to the start of the year. Compensation for additional days that are required by the district will be compensated at their per day teacher rate. Should a subsequent agreement not be in effect on July 1, 2021, due to the parties not having concluded the negotiation process, this agreement shall be in effect until such time as a subsequent agreement is approved by the parties or contract terms are implemented pursuant to SDCL 3-18-8.2.

**2 SALARY:**

An increase of **3%** per full-time teacher salary will be added to each individual's current salary. The base for 2021-2022 will be **\$40,000**. Any future salary increase, whether based on a percentage or a flat dollar amount, will be calculated on each teacher's previous year's salary. The hiring schedule below will be used for hiring purposes only.

**2.1 HIRING SCHEDULE FY 22**

		UNDERGRAD BA/BS + 15 150	GRAD BA/BS + 15 200	GRAD BA/BS + 30 250	MA/MS Not In Field 400	MA/MS In Field 800	MA/MS + 15 In Field 400
1	40,000	40150	40350	40600	41000	41400	41800
2	40075	40225	40425	40675	41075	41725	42200
3	40150	40300	40500	40750	41150	42050	42600
4	40300	40450	40650	40900	41300	42375	43000
5	40450	40600	40800	41050	41450	42700	43400
6	40600	40750	40950	41200	41600	43025	43800
7	40900	41050	41250	41500	41900	43350	44200
8	41200	41350	41550	41800	42200	43675	44600
9	41500	41650	41850	42100	42500	44000	45000
10	41900	42050	42250	42500	42900	44400	45400

**2.1.1 ADDITIONAL SALARY THROUGH PROFESSIONAL ADVANCEMENT**

Teachers may earn additional salary by taking additional college credits. Proof of such credit must be submitted to the Office of the Superintendent prior to August 1st if the change is to be effective for the current year. Such credits earned toward advancement beyond the Bachelor's degree must be graduate credits, however, undergraduate credit will be acceptable upon advance approval by the Superintendent if and only if the course work is in the area that the teacher is presently teaching within the Howard School District. A teacher's salary will be increased as a teacher meets the following graduate credit criteria:

B	UNDERGRAD BA/BS +15	\$150
C	GRAD BA/BS + 15	\$500
D	GRAD BA/BS + 30	\$500
E/F	MA	\$1,250
G	MA+15	\$800

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- 2.2 ALLOWABLE TEACHING EXPERIENCE:** A teacher with no experience will be placed at “Step 1”; a new teacher with one year of experience will be placed at “Step 2”, etc. A year of experience is defined as a full year of completed teaching in an accredited public or private school district. A teacher coming into the district will be given credit for all years of continuous teaching experience. The hiring schedule will be used for hiring purposes only. To calculate compensation beyond the ten years indicated on the hiring schedule, the difference between years nine and ten in the appropriate lane will be used. New teachers to the district cannot be placed higher on the hiring schedule than returning teachers with equal experience and education unless extraordinary circumstances arise. In such circumstances, the board may place a new employee on the hiring schedule in the appropriate position necessary to hire the new employee. Extraordinary circumstances include, but are not limited to, difficulty in hiring a qualified person for the position at the base salary, educational training of the person, and the person’s work experience. The increase to the base salary on the hiring schedule cannot cause a teacher new to the system to be paid more than a returning teacher with equal experience and education. In the event a new teacher is hired under extraordinary circumstances, the Superintendent will notify the HEA president.
- 2.3 LIQUIDATED DAMAGES:** It is hereby agreed that contracts may be terminated only by mutual consent of the contracting parties or by the statutory provisions of the laws of South Dakota. If no mutual consent as to termination exists and the teacher initiates the termination of his/her contract prior to its completion, the School District may withhold from any monies due the teacher or collect from the teacher the sum of \$500 if such termination occurs on June 15<sup>th</sup> through July 15<sup>th</sup>, the sum of \$1,250 if such termination occurs on July 16<sup>th</sup> through August 15<sup>th</sup> and the sum of \$2,500 if such termination occurs after August 15<sup>th</sup>.
- 2.4 SUBSTITUTE REIMBURSEMENT:** In a situation, wherein a teacher is called upon to substitute in another teacher’s class during his/her prep period, he/she will receive .125 of the substitute teacher wage. Reimbursement will be made to the substituting teacher at the end of the school year. At the high school level, reimbursement is only during designated “Prep” period. At the elementary level, during a full day of school, reimbursement is during a missed period of Art, Music, PE, and Library that is not rescheduled within a week.
- 2.5 TUITION REIMBURSEMENT:** The Howard School District will provide reimbursement for tuition to teachers who have been asked to certify in an area needed by the district. This will be based upon the recommendation of the principal and superintendent with the concurrence of the teacher and approval of the board. To be eligible for reimbursement for tuition expenses incurred during any given year, the teacher must be under contract with the district for the ensuing year.
- 2.6 2021-2022 CO-CURRICULAR SALARY SCHEDULE:**
- 2.6.1 The implementation of the experience grid, figured on base salary, reduces the need to renegotiate these areas.
- 2.6.2 Any change in position would result in assignment in the 1-5 year lane for the new role.

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**2.6.3** The Howard School Board reserves the right to place an advisor/coach where deemed appropriate to obtain qualified and adequate employees. AD will be consulted prior to placement on the co-curricular salary schedule and HEA will be notified.

**CO-CURRICULAR SALARY SCHEDULE  
2021-2022**

**FY 22 Base Salary \$40,000**

	1-5 years experience		6-10 years experience		11+ years experience	
	Base %	Salary	Base %	Salary	Base %	Salary
Football Head	11.00%	4400	11.50%	4600	12.00%	4800
Football, Asst (2)	8.80%	3520	9.20%	3680	9.60%	3840
Football, 7&8 (1)	5.00%	2000	5.20%	2080	5.40%	2160
Basketball - Head	12.60%	5040	13.10%	5240	13.60%	5440
Basketball - Asst.	10.00%	4000	10.40%	4160	10.80%	4320
Basketball -7&8	5.00%	2000	5.20%	2080	5.40%	2160
Track Head (1)	10.00%	4000	10.50%	4200	11.00%	4400
Assistant Track (1)	7.75%	3100	8.15%	3260	8.55%	3420
Track, JH (2)	4.00%	1600	4.20%	1680	4.40%	1760
Golf, Head	9.00%	3600	9.50%	3800	10.00%	4000
Golf Asst	7.20%	2880	7.60%	3040	8.00%	3200
Cross Country, Head	9.00%	3600	9.50%	3800	10.00%	4000
Volleyball, Head	11.00%	4400	11.50%	4600	12.00%	4800
Volleyball, Asst	8.80%	3520	9.20%	3680	9.60%	3840
Volleyball, 7&8 (1)	5.00%	2000	5.20%	2080	5.40%	2160
Wrestling, Head	13.00%	5200	13.50%	5400	14.00%	5600
Wrestling, Asst	10.30%	4120	10.70%	4280	11.10%	4440
Wrestling, 7&8	5.00%	2000	5.20%	2080	5.40%	2160
Athletic Director	12.60%	5040	13.10%	5240	13.60%	5440
Cheer Advisor, Basketball	1.90%	760	2.09%	836	2.28%	912
Cheer Advisor, Football	1.40%	560	1.54%	616	1.68%	672
Cheer Advisor, Wrestling	1.70%	680	1.87%	748	2.04%	816
FCCLA Advisor	5.00%	2000	5.50%	2200	6.00%	2400
FFA Advisor	6.50%	2600	7.00%	2800	7.50%	3000
JH/HS Student Council Adv	5.00%	2000	5.50%	2200	6.00%	2400
Jr Class Advisors (3)	1.00%	400	1.00%	400	1.00%	400
National Honor Society	5.00%	2000	5.50%	2200	6.00%	2400
Newspaper	2.75%	1100	3.00%	1200	3.25%	1300
Oral Interpretation	4.50%	1800	5.00%	2000	5.50%	2200
Play - 3 Act or Musical	4.50%	1800	5.00%	2000	5.50%	2200
School Play - 1- Act	3.10%	1240	3.60%	1440	4.10%	1640
Vocal/Inst. Music	11.30%	4520	11.80%	4720	12.30%	4920
Yearbook Advisor	2.75%	1100	3.00%	1200	3.25%	1300

No adjustments will be made to salaries due to unfilled positions. The salary schedule will be followed.

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**3 HEALTH INSURANCE BENEFIT:**

The Howard School District shall provide, for each eligible employee, the sum of **\$690** per month which the employee may choose to use toward payment of 1) Health and Major Medical Insurance or 2) Tax Sheltered Annuities. If an employee chooses the Health Savings Account, the difference between the school health insurance allowance and the premium amount would be applied to the Health Savings Account.

**3.1 Health and Major Medical Insurance**

**3.1.1** Coverage of all employees shall be from the first day he/she assumes his/her duties for the school district. (i.e. for those assuming his/her duties prior to the commencement of the teaching year, through extended contracts or extra-curricular contract, insurance coverage shall be concurrent with the first date of assuming duties.)

**3.1.2** Coverage shall extend through the end of the contract or the end of August, whichever comes later, after which the provisions of COBRA will become effective and the premiums will be the responsibility of the employee.

**3.1.3** The provision of this section shall be contingent upon the provision of the carrier and plan selected.

**3.1.4** Teachers newly employed after 2001-2002 must apply the entire district contribution toward premiums for health and major medical insurance to receive this benefit.

**3.2 Annuity**

**3.2.1** Payment of annuity benefits will be made to the annuity chosen by the employee and approved by the business manager and the School Board.

**3.2.2** Teachers employed after the 2001-2002 school will not have the annuity in lieu of health insurance option available to them.

**3.3** Each eligible employee will notify the business office no later than September 15<sup>th</sup> of any given year of the type and amount of each benefit desired.

**3.4** The district will make available a Section 125 of the Internal Revenue Service Code, "cafeteria" plan to which employees may contribute pre-tax dollars for medical insurance premiums; unreimbursed medical expenses and child care expenses.

**4 LEAVE PROVISIONS**

**4.1 SICK LEAVE:**

**4.1.1** Teachers earn 10 days of sick leave per year.

**4.1.2** A teacher has the option to accumulate sick leave to 70 or 90 days.

**4.1.3** At the end of the school year, a teacher having accumulated days beyond his/her selected maximum will be reimbursed at a rate of *1/3 certified sub rate* per day not to exceed 10 days.

**4.1.4** Those teachers choosing to accumulate up to 90 days will not be reimbursed retroactively for days 70 thru 90 over a \$200 total per year.

**4.1.5** In cases where a teacher is forced to miss work due to illness, it is his/her professional responsibility to inform the designated building personnel so that a substitute can be employed or plans made for someone to assume the responsibilities of the ill employee.

**4.1.6** Any staff member may voluntarily donate sick days to another staff member who has exhausted all his/her sick leave (certified or non-certified) from his/her own accumulated sick leave at the request of the donating member. This will be handled through the business office with a memo sent to all staff when the need arises.

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**4.2 SICK LEAVE ASSISTANCE BANK:**

Each certified teacher employee eligible for sick leave benefits may elect to participate in the district-wide sick leave assistance bank if he/she meet the following criteria:

- 4.2.1** The teacher elected to participate by indicating no later than October 1<sup>st</sup> or within thirty (30) days of initial hiring, on a written form provided by the office. Each such election is valid only if the electing teacher contributes not less than one (1) day of the teacher's unused sick leave entitlement to the sick leave assistance bank. Upon such election, the teacher shall be eligible to participate in the sick leave bank without further contribution except as required in 4.2.4 below. If a teacher does not elect to participate within the time limits specified, the teacher is ineligible until the beginning of the next school year.
- 4.2.2** Each participant who used all of his/her personal sick leave (current/accumulated).
- 4.2.3** The applicant has filled out a form provided by the business manager. The business manager will forward copies to the Howard Education Association Sick Leave Assistance Committee and to the building principal or appropriate supervisor. HEA will make a recommendation to the Howard School Board Negotiations Committee. Sick Leave Bank Committee and School Board Negotiating Committee shall act on the request within two weeks of receiving it.

Guidelines for sick leave assistance approval and days allowed:

- 4.2.4** Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. If a teacher has received assistance from the district-wide sick leave assistance bank, the teacher must donate a day to the sick leave assistance bank the following year, unless they have already reached the four-day maximum. Once an employee has contributed a total of four (4) days to the sick leave bank and the cumulative balance remains at or above one hundred (100) days, such employee shall not contribute more days until such time as the accumulated balance drops below one hundred (100) days.
- 4.2.5** A person has not withdrawn membership in the program.
- 4.2.6** Applicant suffers from a major illness or physical disability.  
\*\*\* A maximum of thirty (30) days
- 4.2.7** Applicants immediate family member suffers from a major illness, physical disability or death. Immediate family includes spouse, children, grandchildren, parents, grandparents, brothers, sisters, aunts, uncles, nieces, nephews and in-laws.  
\*\*\* A maximum of thirty (30) days
- 4.2.8** Maternity and Paternity leave due to childbirth or adoption  
\*\*\* A maximum of ten (10) days
- 4.2.9** Unexpected complications of pregnancy or childbirth that may cause a continued health risk to the mother or child. A note from medical personnel stating "complications put the mother/child at a continued health risk" must accompany the form.  
\*\*\* A maximum of thirty (30) days will be granted. If 10 days have been granted through then up to 20 more days will be allowed, for the maximum amount of thirty (30) days.
- 4.2.10** HEA will re-evaluate this policy as needed.
- 4.2.11** The business manager shall annually make a written report to the superintendent and HEA committee (comprised of three (3) HEA members) regarding the operation of the bank during the preceding year.
- 4.2.12** A maximum of 30 days will be granted to any one employee during the school year. An employee may reapply if he/she has not reached the maximum **30** days.

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**4.3 BEREAVEMENT LEAVE:**

- A. Three (3) days shall be allowed for the death in a teacher's immediate family. Immediate family to be defined as: children, spouse or parent as defined by FMLA regulations.
- B. Two (2) days shall be allowed for each death in a teacher's family for other than "immediate family members": brother, sister, grandparents, brother/sister in-law, mother/father in-law, spouse's grandparents, grandchildren, teacher's aunt/uncle, and niece/nephew.
- C. One (1) day shall be allowed each year to attend the funeral of someone other than the above mentioned. Leave must have written approval of the principal.
- D. Additional bereavement leaves may be granted subject to the approval of the superintendent. Such additional bereavement days shall be deducted from the teacher's sick leave.

**4.4 PERSONAL LEAVE:**

Personal leave of two days per school year will be granted and may accumulate to four days for all certified employees. Such leave immediately before or after a vacation or holiday period will be granted only with prior administrative approval and no grievance may be filed. Unused personal leave will be bought back by the district at the end of the second year at \$150 rate. Maximum buy back of 2 (two) days per year.

**4.5 SUB-DEDUCT DAY:**

Sub-deduct of two days per year will be allowed and may not accumulate. The cost of the sub plus social security & Medicare costs will be deducted from the teacher's paycheck. This day may be allowed only after the personal days have been used and will only be used for extenuating circumstances. Such leave immediately before or after vacation or holiday period or the last two weeks of school will be granted only with prior administrative approval and left up to the discretion of the building administrator. No grievance may be filed.

**4.6 PROFESSIONAL LEAVE:** The Howard School District shall grant two days of professional leave to each certified staff member per year subject to the following conditions:

- 4.6.1** Teachers will be granted professional leave if the teacher can show that the leave relates to His/her teaching assignment to the satisfaction of the principal.
- 4.6.2** Requested leave must not conflict with other leave already approved for other certified staff or with vacation periods.
- 4.6.3** Teacher shall be prepared to report on findings of professional leave to administration or school board if requested.
- 4.6.4** Teachers wishing to be reimbursed for expenses while on approved professional leave must submit, in writing, requests for reimbursement. Receipts for all expenses must accompany the request. Reimbursement will be at district expense not to exceed \$175 dollars per day. The \$175 reimbursement will include registration fees, room and meals not to exceed state rates. School transportation will be provided when available with the cost being borne by the district. If no school vehicle is available, a personal vehicle may be used, with administrative approval, and reimbursed for mileage at state rates but limited to in state travel only. Professional leave, if approved by the building principal or superintendent, may be taken in the summer months as well as during the school year.
- 4.6.5** Additional days over and above the two days may be granted only with the approval of the administration and school board.
- 4.6.6** Teachers within the first three years of employment with the Howard School District do not qualify to use district reimbursement for any expenses or professional leave to attend national professional development conferences/events without administrator and board approval.

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**5 OTHER PROVISIONS**

- 5.1 TEACHER WORKDAY:** The teacher workday shall be from 8:00 am to 4:00 pm. On days of early dismissal, teachers may leave, provided the students have cleared the building and they have no further obligations. On Fridays, all teachers may leave at 3:30, provided students have cleared the building and they have no further obligations.
- 5.2 DEVIATION OF TEACHER WORKDAY:** In the event a teacher has a personal emergency, weather related delay, or an appointment that cannot be scheduled outside school hours, deviation of teacher workday may be used to make up the missed time with the administration's approval. The teacher may sign out of his/her respective building no earlier than when the individual's student responsibilities end. The teacher must make up the time prior to the appointment or within one week. If a teacher would like to attend a school activity which requires leaving at 3:30, the teacher must have prior approval and must make up the time prior to the activity. If leaving before the end of the staff member's school day, that time is subject to personal leave. If making time up at 7:30 a.m., the teacher must use his/her key fob to enter the building. If the administrator sees that a certain staff member has been leaving several days a week, the administrator has the authority to revoke this privilege.
- 5.3 TEACHER LUNCH:** Teachers will have the option for an open campus 25-minute lunch.
- 5.4 TEACHING ASSIGNMENT:** All teachers shall be given individual written notice of his/her tentative teaching assignments for the following school year by the last day of the current school year. In the event the administration or the Board proposes changes in his/her assignment after that date, the teacher will be consulted before those changes are implemented.
- 5.5 PAY PERIODS:** Each teacher shall have the option to receive his or her salary on a 20 week or 26 week pay period basis. This will be done by direct deposit to his or her bank account.
- 5.6 LEAVING THE DISTRICT:** The district will buy back a maximum of ninety days of unused sick leave at \$50 per day from teachers who have taught in this district a minimum of twelve years when the teacher leaves the district payroll. Teachers using this benefit are encouraged, when possible, to notify the school board a year in advance to facilitate budgeting.
- 5.7 SCHOOL CLIMATE COMMITTEE:** These meetings will be used to identify specific issues, explore solutions or develop strategies with a set agenda. The school climate committee will meet a minimum of two times per year, with a maximum of four meetings. Two meeting dates will be put on the school calendar prior to October 1. Prior to the two required meetings, a district survey will be compiled collaboratively and passed out to staff. The school board committee chair and the chair of the certified staff school climate committee will set the agenda. The school climate committee shall consist of three (3) teachers - 1 from each building and 1 HEA representative, building administrators and three (3) school board representatives. Ground rules will be established prior to the first meeting. A rotation of committee members will be established by the HEA and school board. HEA members will be on a separate rotation.
- 5.8 COMPLAINT POLICY:** It is the policy of the Howard School Board that complaints or allegations of wrongdoing against a certified employee of the Howard School District shall be handled in a professional manner that protects the welfare of all concerned. An attempt to resolve all complaints at the lowest possible administrative level shall precede school board involvement and all investigations shall be conducted in accordance with applicable State Law and Ethics of the profession.

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**5.9 LETTER OF INTENT:** Teachers intending to leave the district are encouraged to write a Letter of Intent to his/her principal by *prior to the February Board Meeting*. If a teacher notifies the school that he/she will not be returning the next year *prior to the February Board Meeting*, he/she will be paid a \$500 bonus. A \$250 bonus will be paid out if the notification comes after *the February Meeting* and before April 1<sup>st</sup>.

**5.10 NOTIFICATIONS OF OPEN POSITIONS:** When a position becomes available and the board has acted on it, the building principals will send an email to all staff notifying them of the position. He/she would have an opportunity to apply for the position. Current staff who wish to be considered and are qualified to fill the position, must submit a written request within (5) five calendar days of notification to the appropriate principal or superintendent. The available position will be advertised in the paper, Teacher Placement and on the school website.

Any co-curricular positions will be made known by email notifying staff of the position. Applicants who wish to be considered must submit a written request within (5) five calendar days of notification to the activities director and principal. The activities director will make a recommendation to the superintendent from a review of the application. The superintendent will then make a recommendation to the board of education. The board will have the right to accept or reject the recommendation from the superintendent. If no recommendation is made, the position will be offered to qualified applicants outside of current employees of the district. If no qualified applicants apply for and accept the position, the superintendent, with involvement of the activities director and principal, will assign the position to a qualified staff member.

**6 SEXUAL HARASSMENT POLICY:**

**6.1** It is the district's policy that sexual harassment is illegal, unacceptable and shall not be tolerated; that no employee or student of the school district may harass or sexually harass another. Any employee or student will be subject to disciplinary action including possible termination for violation of this policy.

**6.2** Definition – Any unwelcome sexual advances, solicitation or sexual activity or physical or verbal coercion, rewards by threat of punishment, verbal sexist remarks or physical sexual assaults constitute harassment. This conduct has the effect of unreasonably interfering with an individual's academic or work performance or of creating an intimidating, hostile or offensive employment or educational environment regardless of intent.

**6.3** Responsibility – School district officers, employees and students are responsible for maintaining a working and learning environment free from sexual or any harassment. Workshops and activities will be provided by the school district to explain the policy and laws. Careful scrutiny will be undertaken of all allegations of sexual or any harassment. False allegations that are malicious or ill-founded may constitute libel or slander. Copies of the policy will be available to all administrative offices.

**6.4** Complaints – Any employee who believes that he/she has been a subject of sexual or any harassment by a district employee or officer should report this incident in writing within thirty (30) school days to his/her immediate supervisor. The supervisor must respond in writing within ten (10) school days. If the immediate supervisor is involved in the activity, the violation should be reported to the supervisor's immediate supervisor within thirty (30) school days. Students should report such incidents to the guidance counselor and/or the responsible administrator. All reported incidents will be thoroughly investigated and subject to disciplinary action. Confidentiality consistent with due process will be maintained. If an employee or student files a written complaint because of dissatisfaction with the handling of the complaint, he/she may utilize any applicable grievance procedure.



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**GRIEVANCE PROCEDURE**  
**Grievance Form link to Website**

**GRIEVANCE PROCEDURE FLOW CHART**

**Article V – Level 1**

1. Aggrieved person files Written Grievance with his/her principal within 20 days
2. Signed copies of grievance shall be delivered
3. Principal has 5 days to meet with aggrieved person
4. Principal has 5 days after the meeting to render written decision

**Article V – Level 2**

1. Aggrieved can appeal within 5 days with the superintendent
2. Superintendent has 5 days to meet with aggrieved person
3. Superintendent has 5 days after the meeting to render written decision

**Article V – Level 3**

1. Aggrieved can appeal within 5 days with the Board of Education
2. Board will schedule hearing at the first regular meeting after the appeal is filed.
3. Board has 5 days after the final scheduled hearing meeting to render written decision

**Article V – Level 4**

Aggrieved can appeal within 10 days to the Department of Labor

**Article VI – Principal is Superintendent**

1. Aggrieved person files Written Grievance with superintendent
2. Superintendent has 5 days to meet with aggrieved person
3. Superintendent has 5 days after the meeting to render written decision
4. Aggrieved can appeal within 5 days with the Board of Education
5. Board, at its next meeting, will designate a person to address grievance
  - A. Board Representative has 5 days to meet with aggrieved and superintendent
  - B. Board Representative has 5 days after the meeting to render written decision
6. Aggrieved can appeal within 5 days with the Board of Education  
Board will schedule hearing at the first regular meeting after the appeal is filed.
7. Board has 5 days after the final hearing meeting to render written decision
8. Aggrieved can appeal within 10 days to the Department of Labor

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**GRIEVANCE PROCEDURE FOR CERTIFIED STAFF**

ARTICLE I  
DEFINITIONS

- A. A “grievance” is a complaint by a teacher or group of teachers based upon an alleged violation, misinterpretation or inequitable application of any existing policy, rule or regulation of the school district. The absence of or disagreement with existing policy, rules or regulations is not a grievance.
- B. The term “employee” is considered to apply to any certified professional employee and may include an individual or group of teachers or non-certified staff member or group of non-certified staff members who are similarly affected by a grievance.
- C. An “aggrieved person” is the person making the claim.
- D. A “party in interest” is the person making the claim or any person or persons who might be required to take action or against who action might be taken in order to resolve the problem.
- E. The term “days” means Calendar days.
- F. “Board” means the Board of Education of the Howard School District #48-3, Howard, SD.

ARTICLE II  
PURPOSES

- A. The purpose of this statement of grievance procedure policy is to secure at the lowest possible administrative level equitable solutions to problems which may from time to time arise between employees and the district and to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and nothing herein contained shall be construed as limiting the rights of any employee to have the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect.

ARTICLE III  
TIME LIMITS

- A. It is important that grievances be processed as rapidly as possible and every effort should be made to expedite grievance procedures. The number of days indicated at each level shall be the maximum and every effort should be made to expedite the process.
- B. If an employee does not file a grievance in writing with the principal within twenty days after the employee knew or should have known, of the act or condition on which the grievance is based, or does not file an appeal within the required time frame, the grievance shall be considered as having been waived.
- C. The time limits specified herein may be extended by mutual written agreement, provided the time extension is requested within the time limits provided in the Article.

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ARTICLE IV

INFORMAL PROCEDURES

A. If an employee feels he/she has a grievance, he/she must first discuss the matter with his/her principal or administrator to whom he/she is directly responsible in an effort to resolve the problem. The employee must tell the principal, prior to the meeting, that the employee is invoking the informal procedure of the grievance procedure.

ARTICLE V

FORMAL PROCEDURES

LEVEL 1 SCHOOL PRINCIPAL

1. An aggrieved person must file a written grievance with his/her principal within twenty days after the employee knew or should have known of the act or condition on which the grievance is based. Failure to file a written grievance within the required time frame constitutes a waiver on the part of the aggrieved person to file a grievance based on that act or condition.
2. Signed copies of the written grievance shall be delivered by the employee to each of the following: supervisor, principal or other administrator, and the superintendent of schools.
3. The principal shall meet within 5 days from the filing of the written grievance with the aggrieved person and his/her representative if the aggrieved person desires representation, for the purpose of considering the grievance.
4. The principal shall within 5 days of the meeting render his/her decision and the reasons therefore in writing to the aggrieved person.
5. The principal shall keep on file a statistical summary of the number and types of grievances processed, including the names and details of the grievances.

LEVEL 2 SUPERINTENDENT OF SCHOOLS

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1 by the principal, or if no written decision has been rendered within 5 days after presentation of the grievance in writing, he or she shall, within five days after the decision is rendered, or within eight days after filing at level one if no written decision was rendered by the principal, file a formal written grievance appeal with the superintendent.
2. The superintendent shall meet within 5 days from the filing of the written grievance with the aggrieved person and his/her representative if the aggrieved person desires representation, and the principal, for the purpose of considering the grievance.
3. The superintendent shall within 5 days of such meeting render his/her decision and the reasons therefore in writing to the aggrieved person.

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LEVEL 3 BOARD OF EDUCATION

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2 by the superintendent, or if no written decision has been rendered by the superintendent within 5 days after the meeting in Level 2, the aggrieved person may within 5 days thereafter, appeal to the Board of Education which shall consider at the first regular meeting after the grievance appeal has been filed with the Board, and schedule a date and time for the grievance hearing. If more than 2 weeks before the next scheduled board meeting, a special board meeting will be set.
2. The aggrieved person with a representative of his/her choice, if he desires one, may appear before the board of such meeting. A decision of the board on such grievance shall be rendered in writing to the aggrieved person within 5 days after the final hearing meeting.

LEVEL 4 DEPARTMENT OF LABOR

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

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ARTICLE VI

IF THE PRINCIPAL IS THE SUPERINTENDENT

1. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim in writing to the superintendent.
2. The superintendent shall meet within 5 days from the filing of the written grievance with the aggrieved person and his/her representative if the aggrieved person desires representation, for the purpose of considering the grievance.
3. The superintendent shall within 5 days after the meeting render his/her decision and the reasons therefore in writing to the aggrieved person.
4. If the aggrieved person is not satisfied with the disposition of his/her grievance by the superintendent, he or she shall, within 5 days after the decision is rendered, or shall within fifteen days after filing the grievance with the superintendent if no decision was rendered by the superintendent, submit a grievance appeal with the School Board President and HEA President.
5. At the next School Board meeting, the school board will select an attorney familiar with school law from the pre-approved list through the following procedure:
  - A. The Board appointed representative shall within 5 days of being appointed, meet with the aggrieved person and his/her representative if the aggrieved person desires representation, and the superintendent, for the purpose of considering the grievance.
  - B. This representative within 5 days of such meeting will render his/her decision and the reasons therefore in writing to the aggrieved person.
6. If the aggrieved person is not satisfied with the disposition of his/her grievance by the representative, or if no written decision has been rendered within 5 days of the meeting, the aggrieved person may file the grievance appeal with the Board of Education which shall acknowledge receipt of the appeal and schedule a date and time for the grievance hearing.
7. The aggrieved person with a representative of his/her choice, if he desires one, may appear before the board of such meeting. A decision of the board on such grievance shall be rendered in writing to the aggrieved person within ten days after the Board has rendered a decision.
8. If the aggrieved person is still not satisfied, refer to Level 4, Department of Labor.

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ARTICLE VII

MISCELLANEOUS

- A. If, in the course of investigation of any grievance by representative of the aggrieved person such investigation requires his/her presence in any building of the School District, such representative shall report immediately to the principal of such building being visited and state the purpose of the visit.
- B. There shall be no interruption of classroom activities during the grievance procedure.
- C. Any party or parties in interest may be represented at formal Levels I and II of the grievance procedure personally and by a representative. When the representative is not a member of the employee association, the employee association shall have the right to have a representative of the association present.
- D. If, in the judgment of the employee association, a grievance affects a group or class of employees, the association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. The employee association shall designate not more than two (2) spokespersons for the association in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee association shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
- E. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and his/her designated or selected representatives, theretofore referred to in this Grievance Procedure. The vote on the Board's decision on Level III grievances shall be made in open session, but the name of the aggrieved party shall not be disclosed.
- F. When it is necessary for a party or parties in interest to attend a meeting or a school board hearing called during the working day, the Superintendent's Office shall so notify the party or parties in interest, principals, or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as his/her attendance is required at such meeting or hearing.
- G. At all school board hearings conducted under this procedure, the aggrieved person and the administrative representative may call any witnesses which they desire and may present any evidence that is relevant to the matter being considered.

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**TEACHER EVALUATION PROCESS**

**1. PURPOSE**

The primary purpose and role of an evaluation program is to strengthen and improve the educational program of the district by assisting the individual teacher in becoming a better and more effective teacher.

Other purposes are:

1. To provide structured and informal opportunities for administrators and teachers to objectively consider and evaluate the effectiveness and the contribution of the teacher to the total school program. It is the belief of the Board, Administration, and Association that these evaluations provide the best opportunity for a teacher's growth to include strengths and possible weaknesses and to improve in effectiveness as a teacher.
2. To aid in planning programs of in-service training for all teachers and to identify areas in which teachers need individual assistance and support.
3. To encourage teachers to constantly self-evaluate their teaching effectiveness in accordance with evaluation criteria.
4. To provide an objective means by which recommendations may be made to the Board regarding the employment status of teachers and to provide data for reports, studies, recommendations as needed.

**2. TRAINING**

The building principal and/or superintendent will keep the building staff informed as to the teacher evaluation procedures and any deadlines. Training will be provided for any tools being utilized by the staff.

**3. TEACHER EFFECTIVENESS**

**A. Domains and Components**

**The South Dakota Framework for Teaching**

South Dakota's Framework for Teaching is divided into four domains of teaching practice. Nested underneath the four domains are 22 components and 76 elements that identify the skills and knowledge associated with that domain. Figure 2 provides an overview of the full framework down to the component level, and an outline including all 76 elements is provided in Appendix E. The Howard School District Board of Education will determine which component or components from each domain will constitute the basis of teacher evaluations, and the administration will inform teachers of those components during the pre-school year in-service.

**State Requirements for Evaluating Professional Practice**

State law and administrative rule require that districts base professional practice evaluations on the South Dakota Framework for Teaching. School districts have freedom to examine and select the components most critical to advancing district and school goals, provided that each evaluation contains at least one component from each domain. Components not observable during formal or informal observations will be included in the summative rating.

**Certified Teacher, Counselor, Speech and Librarian Evaluation Procedures**

Non-tenured staff members will be formally evaluated at least once each semester and tenured staff will be formally evaluated at least once every other school year. Formal evaluations will be pre-planned and announced as defined in Section Gc. Informal evaluations may be announced or unannounced. Informal evaluation is an on-going process covering punctuality, responsibility, human relation skills, supervisory skills, conduct, and other items that relate to a person's effectiveness as a teacher. No evaluation, formal or informal, is placed in a teacher's file without teacher knowledge of such action.

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**B. Evaluating Practice Using Evidence Provided by Artifacts**

Professional practice evaluations also require the consideration of evidence that cannot be collected through classroom observation. Components that are not observable are supported by the collection of artifacts. Artifacts are documents, materials, processes, strategies, and other information that demonstrate performance relative to a standard of professional teaching practice. To ensure expectations are established and artifact collection is focused, evaluators and teachers will discuss artifacts which support the evaluation. In many cases, artifacts stem from a teacher’s day-to-day work and teachers do not need to create documentation specifically to support the evaluation process. *Refer to Appendix F – Examples of Artifacts Aligned to Domains of Professional Practice.*

**C. Student Learning Objective**

Teachers assigned to tested grades and subjects must use data from state assessments when available as part of the SLO process to prioritize the learning content and analyze data to establish student baseline knowledge. Other teachers are encouraged to develop goals which are based on the standards of the State of South Dakota, aligned to state or nationally mandated testing requirements, and/or aligned to career or post-secondary entrance examinations.

<https://doe.sd.gov/Effectiveness/documents/Handbook.pdf> (pg. 8)

**Student Growth Performance Categories**

Performance Category	Description
Low	The teacher’s SLO was less than 65 percent attained.
Expected	The teacher’s SLO was greater than or equal to 65 and less than 85 percent attained.
High	The teacher’s SLO was greater than or equal to 85 percent attained.

**a. Dates for SLO Completion:** All teachers will submit their SLO for review and approval each school year. *Refer to Appendix H – Professional Practices Rating & Documentation.*

**b. Exemptions to SLO requirements:** Counselors, speech language therapists, and librarians are exempted from the requirement to develop SLOs. (Reference ARSD 24:57:01:01)

**D. Overall Professional Practices Rating**

After using standards-based rubrics to determine teaching performance for each component evaluated, the evaluator will use a three-step process to determine a professional practice rating of UNSATISFACTORY, BASIC, PROFICIENT OR DISTINGUISHED.

**Step 1: Determine Component-Level Performance:** Point values are assigned to teaching performance for each component evaluated: A DISTINGUISHED rating is assigned 4 points; a PROFICIENT rating is assigned 3 points; a BASIC rating is assigned 2 points; and an UNSATISFACTORY rating is assigned 1 point.

**Step 2: Calculate an Average Score for All Components Evaluated:** An average component-level score is calculated by dividing the total of all points earned by the number of components evaluated. The average will range from 1 to 4, and is rounded to the nearest hundredth of a point. All components are given equal weight.

**Step 3: Determine the Overall Professional Practice Rating:** The average component-level score is used to assign a Professional Practice Rating of Unsatisfactory, Basic, Proficient or Distinguished. The chart below presents the scoring ranges aligned to the four performance categories.

**OVERALL PROFESSIONAL PRACTICE RATING**

Scoring Ranges Range	1.00 to 1.49	1.50 to 2.49	2.50 to 3.49	3.50 to 4.00
Rating	Unsatisfactory	Basic	Proficient	Distinguished



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**E. DESCRIPTIONS**

Each of the four final Professional Practice Ratings – UNSATISFACTORY, BASIC, PROFICIENT and DISTINGUISHED – are defined in general terms to illustrate the continuum of possible performance relative to the rigorous professional teaching standards outlined in the South Dakota Framework for Teaching.

- **Unsatisfactory:** A teacher performing at the UNSATISFACTORY level does not appear to understand the underlying concepts represented by the Framework for Teaching. Performance at this level requires significant intervention and coaching to improve the teacher's performance.
- **Basic:** A teacher performing at the BASIC level appears to understand the Framework conceptually but struggles to implement the standards into professional practice. Performance at this level is generally considered minimally competent for teachers early in their careers and improvement is expected to occur with experience.
- **Proficient:** A teacher performing at the PROFICIENT level clearly understands the concepts represented by the Framework and implements them well. Teachers performing at this level are qualified in the craft of teaching and work to continually improve practice.
- **Distinguished:** A teacher performing at the DISTINGUISHED level is a master teacher and makes a contribution to the field, both inside and outside the classroom. While all teachers strive to attain Distinguished-level performance, this level is considered difficult to attain consistently.

**F. PROFESSIONAL PRACTICE RATING AND STUDENT GROWTH RATING**

The recommended summative rating matrix model does not rely on uniform, prescriptive formulas to calculate the summative effectiveness rating. By default, evaluations of professional practice account for two-thirds of the final rating, and the final one-third of the rating is influenced by evaluations of student growth. However, the matrix design also provides opportunity for professional judgement to be used in cases where the professional practice and student growth ratings appear to conflict. *Refer to Appendix H – Professional Practices Rating & Documentation.*

**G. OBSERVATION PROCEDURES**

1. Observation procedures, according to SDCL 13-42-34, will be as follows:

- a. For teachers in years one through three of continuous employment:
  - A minimum of two (2) informal observations per year; one prior to the first formal evaluation, the remainder delivered throughout the year.
  - A minimum of two (2) formal observations of professional practice per year; one completed each semester.
- b. For teachers in their fourth continuous year of employment and beyond:
  - A rotating schedule for tenured teachers will be developed beginning with the 2021-22 school year. This will mean that some teachers will have a formal evaluation again in 2021-22.
  - Teachers in their fourth continuous year of employment will participate in the formal observation evaluation process every other year.
  - A minimum of one (1) formal observation of professional practice in the year of evaluation – every other year.
  - A minimum of two (2) informal observations each school year.
  - In the year of no formal observation, teachers will be required to complete the SLO portion of the evaluation process or participate in a Professional Growth Year topic of study/activity or a course approved by your administrator.

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c. A **formal observation** must be at least 30 minutes long, conducted by the evaluator. The process of formal observation includes structured pre- and post-observation conferences. A notice of five school days, unless other timelines are mutually agreed upon by the evaluator and teacher, will be given to the teacher to prepare for the pre-observation conference. A **pre-observation conference** provides the evaluator and teacher a time to discuss the upcoming observation, including any lesson standards, assessment tools, instructional strategies, or differentiation needed. 1<sup>st</sup> year teachers will have a face to face meeting for their first semester pre-conference meeting in the 1<sup>st</sup> semester. A **post-observation conference**, which occurs following a formal observation, is an opportunity for reflection and analysis, giving the evaluator and teacher time to engage in a professional dialogue about effective strategies that support teaching and learning. The post-observation conference should occur within five school days of the formal observation unless other timelines are mutually agreed-upon by evaluator and teacher.

d. An **informal observation**, or drop-in, is not necessarily announced, but could be. It is at least fifteen (15) minutes in length and is followed by feedback to the teacher. Feedback will be provided within five school days of the informal observation unless other timelines are mutually agreed upon by the evaluator and teacher.

e. It is the expectation that frequent conferences of a more informal nature will take place concerning improving the quality of teaching performance. These conferences may result from a variety of circumstances such as (1) observation by the evaluator in the routine performance of the evaluator's duties with respect to any aspects of job performance in need of immediate improvements, (2) concerns expressed by the teacher concerning any problem area(s) in which the teacher feels the need for assistance in order to improve teaching performance.

## H. RECORDS

The administrator and teacher sign, acknowledging a conference was held, teacher is aware of the contents of the evaluation report, and the report has been thoroughly discussed with the teacher. A copy of the evaluation will be signed and placed in the teacher's file indicating the formal/informal evaluation has been completed.

## 4. PLAN OF ASSISTANCE

If, as a result of informal or formal observations and ensuing conferences, specific guidelines and directives are determined to improve teaching performance. These are to be filed in the same manner as the formal evaluation reports. In no way will this language affect the district's ability to non-renew a probationary teacher with no cause given.

### Criteria/Elements should include:

1. A statement of the observed deficiency(ies) with examples given to demonstrate deficiency. This description should also include which domain(s) and component(s) of the Danielson Model are in question.
2. Specific directives to address the deficiency(ies)
  - a. Each directive must be measurable.
  - b. Each directive must be achievable in the timeframe given.
  - c. Each directive must be objective.
3. A timeline for the plan of assistance to be completed.
4. A description of the district's offer of assistance in completing the plan.
5. Provision for periodic meetings to ascertain progress.

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**5. NONRENEWAL**

It sometimes happens, however, that a teacher does not grow in skill as anticipated. In such cases, after a genuine effort has been made by the administrative and supervisory personnel in assisting the teacher to grow, the Board, upon recommendation of the Superintendent, shall not renew the teachers' contract. Nonrenewal of the teacher's contract (reference SDCL 13-43-6.3) provides that the superintendent shall give written notice of the nonrenewal by April 15 for teachers in years one through three of their continuous teaching in the district and on or before April 15<sup>th</sup> for teachers who are in or beyond their fourth year of continuous teaching in the district.