



This is the negotiated agreement for the 2023-2024 school year. It is agreed that in the spring of 2024 negotiations shall begin for the ensuing year.

It is agreed that all past negotiated agreements that should be carried over to this year shall be included in this package.

If any State or Federal action changes this agreement, negotiations shall begin as soon as possible.

ARTICLE I

The School Board of School District 42-1, Presho, South Dakota, hereinafter referred to as the "Board," recognizes Lyman Education Association, hereinafter referred to as the "Association," as the sole and exclusive representative for all regularly employed Department of Education certified personnel, hereinafter referred to as "employees," except for the Superintendent, Principals, Business Manager and Technology Coordinator.

This recognition shall be continuous until questioned by the Board, labor or employee organizations, or employees. Any challenge to recognition must be processed pursuant to the provisions of State law.

ARTICLE II

EMPLOYEE DISCIPLINE - Rules and regulations governing employee conduct shall be neither arbitrary nor capricious.

NON-DISCRIMINATION - The Board shall not discriminate against any employee for reason of race, creed, color, marital status, age, sex, sexual orientation, or national origin.

DUES DEDUCTION - An employee shall have the option of payroll deduction for association dues. Payments may be in lump sum or installments. The Business Manager will need informed of the details. Authorization forms will be provided by the Association.

MEETINGS, NOTICES AND GENERAL INFORMATION - The Association may be granted the right to the following:

- a. The use of school buildings for meetings;
- b. The use of employee mailboxes, inter-school mail and school bulletin boards for the purpose of internal communication;
- c. The reasonable use of school equipment, e.g., computers and copiers;
- d. The use will be approved by the administration.
- e. The Association shall have use of three day of professional leave time for the purpose of promoting educational improvements for all concerned with the district programs.

CHANGES OF SALARIES AND CONDITIONS - The salaries and conditions of employment as agreed to shall not be changed except by the negotiation process. If an employee informs the administration of impending retirement and if agreed upon by employee and administration, salary may be paid to the employee in a manner different from the negotiated agreement.

NOTIFICATION OF ASSIGNMENT - All employees shall be given notice of any changes to his or her specific assignments at the time the individual employment contracts are issued for the next school year. All employees shall be offered a contract that says "General Education Teacher" for the next school year, with the exception of Special Education which will be specified as "Special Education Teacher".

- Teachers that are paid through Title Funds and Rural Education Assistance Program (REAP) will be contingent upon receiving federal funding.

If assignment changes become necessary, the following procedure will be followed:

- a. The employee will be notified at the earliest possible time of the probable change by the Superintendent or his/her designee.
- b. If the employee wishes to protest the assignment, he or she shall first speak about the probable change with the Superintendent.
- c. The employee will have the right to a time on the agenda of the next Board meeting to speak about the probable change before the change is made.

- d. If the employee agrees to the change of assignment, it is not necessary to visit with the Superintendent or appear before the Board.
- e. The reassignment will be recommended by the Superintendent to the Board for approval.
- f. An employee may refuse the reassignment and resign within (10) days of notification of the new assignment, without liquidated damages or any other consequence.
- g. The District maintains the right to assign duties to employees to positions for which the employee is certified.
 - a. If a reassignment is made after contracts are issued and prior to July 1st, the employee receives 1 day of pay at his/her daily rate.
 - b. If the employee is reassigned during the month of July the employee will receive 2 days of pay at his/her daily rate.
 - c. If an employee is reassigned after July, that employee shall receive 3 days of pay at his/her daily rate.
 - d. The daily rate of pay shall be determined by the individual employee's salary divided by one hundred and seventy-eight days.

VACANCY - If the Board determines that a certified position is vacant and open for advertisement, the Board will authorize the Superintendent to post the vacancy notification in appropriate vacancy publications and the local paper. Any employee who wishes to be considered for a vacancy may notify her or his intent to the Superintendent.

ARTICLE IV

EVALUATION POLICY

PURPOSE - Evaluation of educators should lead to improved instruction and to definite recommendations for employment.

Evaluation should be specific in terms of an educator's strengths and weaknesses. Areas needing improvement should be clearly stated and recommendations for improvement should be made. Subsequent evaluations should address any improvement or any continuing difficulty that is observed.

PROCESS - Instructional evaluation shall be based upon educator performance while on duty and shall be done openly and while the educator is on duty. The use of eavesdropping, closed circuit televisions, public address systems, audio systems or recording devices shall be prohibited.

At initial contracting, the Lyman School District shall provide each a copy of the negotiated agreement containing the evaluation policy and shall inform the educator which supervisor will evaluate the educator. The District shall notify the educator of any subsequent negotiated changes affecting evaluation and of any changes in evaluator assignment.

The Lyman School District formal evaluation includes:

1. written pre-observation conference (form attached);
2. observation of a teacher for one classroom period or for one classroom instructional unit or observation of an educational specialist for one thirty-minute time block;
3. observation of a teacher or educational specialist fulfilling other contractual obligations;
4. written post-observation conference (form attached);
5. written summative evaluation (form attached);
6. if needed, provision of a written plan of assistance (form attached);
7. written employment recommendation (form attached);
8. educator and evaluator discussion of foregoing items one through five and seven and, when applicable, item six;
9. dated signature of both parties on each evaluation document;
10. filing in the educator's personnel file a copy of each signed and dated evaluation document;
11. provision to the educator of a copy of each signed and dated evaluation document; and
12. at the option of the educator, attachment of educator demurrals to any item of evaluation.

Evaluation Tool – See Appendix B

The signature of an evaluated educator does not indicate approval or disapproval of an evaluation document but does indicate that the educator has read the document and has discussed its contents with the evaluating supervisor.

FREQUENCY AND TIMELINES - Educators in their first three years of employment with the District shall receive at least once each semester a formal evaluation. Educators in or beyond their fourth consecutive year of employment with the District shall receive formal evaluation at least once each school term. A formal evaluation shall be completed within the semester in which it is begun.

INTENT TO NON-RENEW BASED ON FORMAL EVALUATION - For an educator in the fourth or greater term of employment with the Lyman School District, intent to non-renew based on formal evaluation shall not be given unless the educator's file contains at least two formal evaluations, each of which occurred during the school year of recommendation for non-renewal, each of which included a written plan for improvement, and each of which allowed reasonable time for the achievement of its plan for improvement.

PERSONNEL RECORDS - The Lyman School District shall maintain in the District offices an accurate personnel file for each educator. The file shall be maintained for a period of at least three years following employment termination. Each employee or former employee shall have the right to receive, upon request, a copy of any materials in his or her personnel file, with the exception of references and recommendations provided to the District on a confidential basis.

In addition to the application for employment and references, personnel files contain records and information relative to compensation and payroll deductions, formal evaluation documents as described in this policy, formal evaluation demurrals as described in this policy, and such other information as may be required by the State.

All personnel records of Lyman District employees shall be considered confidential. They shall not be open for public inspection; access shall be limited to the Superintendent, the appropriate principal, and central office staff authorized by the Superintendent. The Superintendent shall take the necessary steps to safeguard unauthorized access to or use of any confidential material.

Each educator shall have the right, upon request, to review the contents of his or her own personnel file, with the exception of references and recommendations provided to the District on a confidential basis. Each educator shall have the right to bring to the review an observer chosen by the educator. Requests for review shall be made to the Superintendent, and the review shall be scheduled for a time convenient for the parties involved.

At the request of the educator, personnel file materials which the educator believes to be obsolete, to be unfounded, or to be otherwise inappropriate to retain shall be reviewed by the educator, his or her chosen observer, and the Superintendent. By agreement of these parties, such materials shall be removed from the personnel file. In the case of such removal, the educator may choose to have the materials destroyed in the presence of the agreeing parties or the educator may choose to take possession of all copies of the materials. Disputes over the retention of materials may be processed through the grievance procedure, commencing at Level Two.

Each educator shall have the right to write a demurral statement concerning any part of any evaluation document in the educator's file or to write objections to any other document in the educator's file. A demurral statement or other written objection shall be signed by the educator and shall attach to the document to which it refers. The educator at the time of attachment shall retain a copy of the demurral or of the written objection with the dated signature of the evaluator acknowledging its attachment.

Anonymous material or material from an unidentified source shall not be placed in an educator's file.

No material concerning an educator's conduct, service, character or personality shall be placed in the educator's personnel file unless the educator has had an opportunity to read the material. The educator shall acknowledge reading the material by signing the actual copy or copies to be filed; such signature does not denote agreement.

Information in the personnel file shall be released to potential employers only with written consent of the employee and the written consent shall be retained in the educator's file. A District employee's name and home address shall be released only to governmental agencies as required for official reports.

ARTICLE V

All items in this negotiations package would allow the Lyman School District to reach teacher compensation accountability targets. In the event that the average teacher compensation does NOT meet the state accountability targets, the district will evenly divide the additional dollars necessary to meet the accountability goal. This would be done using the FTE's listed on the personnel record forms for accountability and then distributed to certified staff.

SCHOOL YEAR - SALARY GUIDE - The contract shall specify one hundred and seventy-eight (178) days. Teacher's will follow the district-approved calendar. Makeup days for school closing due to weather, disease, or other emergency as per State law, may require the calendar to be altered throughout the year. School Calendar and staff contract days are determined by the Board and is 178 days.

The daily rate of pay for contract days shall be the individual employee's salary divided by one hundred and seventy-eight (178) days.

TEACHER WORKDAY: The contracted workday for teachers is established as 8:15am-4:00pm.

PAY DAYS - The regular pay date shall be the 24th of each month. If the regular pay date falls on a day when school is not in session, employees shall receive their direct deposit on the last work day prior thereto.

PAYROLL INSTALLMENTS - Each employee shall be paid on the basis of twelve (12) equal payments.

SUPPLEMENTAL JOBS - ADDED TO SALARY GUIDE - The extra duty salary guide shall be as set forth, which is attached hereto and incorporated in this agreement. Hirees will be placed on the extra duty schedule according to years of experience in that activity (i.e. lane I - one year; lane 2 - two years; and lane 3 - three years and over.)

EXTRA DUTY JOBS - PAYROLL PROCEDURES - Personnel on extra duty shall have their extra duty paid in one lump which will be paid upon completion of their duties at the end of his or her season. The AD must turn the equipment/uniform checklist, signed by coach and AD, to the business manager to get paid for their coaching assignment.

FRINGE BENEFITS

- a. Group medical insurance will be made available to Lyman School District employees covered by the Negotiated Agreement.
- b. The Lyman Board of Education will contribute \$729 per month, per certified, contracted employee for fringe benefits.
- c. The fringe benefits available will be determined by an established committee and will be approved by both the Board and the Association. The benefits so determined shall include only "nontaxable benefits" as defined in IRS and for FICA codes or regulations.

- d. The Board of Education (employer) will make appropriate payments directly to the vendor(s) of the selected fringe benefits on behalf of each employee. It is understood and agreed to by the parties hereto that the contributions made hereunder by the employer are made from the employer's own funds which are wholly under the employer's dominion and control and are not considered by the parties to be taxable income to the employee. It is further understood that the employer contributions made hereunder will be for the sole purpose of purchasing fringe benefits and that none of the employer obligated contributions will be in the form of direct cash payment to employees.
- e. The Board of Education (employer) will establish an IRS Section 125 (cafeteria plan) as a fringe benefit. The provider will be determined by mutual agreement of the Board of Education and the Association.
- f. Teachers asked to cover another teacher's class during their scheduled prep period will be compensated \$30 for their missed prep. Vouchers for compensation should be turned in to the building principal by the last working day of the month. A prep period is defined as 40 minutes.

LONGEVITY PAY - Any teacher leaving the district after a minimum of 20 years of service shall receive as longevity pay, one-half of their unused leave time, calculated at \$85 per day.

LIQUIDATED DAMAGES - It is agreed that mid-summer teacher resignation could have a negative impact on the District's ability to employ educators of the highest caliber for instructing the District's students.

No penalty prior to June 1.

\$2,000 for resignations after June 1st

\$3,000 for resignations after July 1st

\$4,000 for resignations after July 15th

Should separation from employment for any reason occur after school has begun, payment shall be prorated on a ratio equal to the days taught while under contract over the days in session in the official school calendar of the contracted period. In addition, the teacher will pay a \$4,000 penalty and be responsible for the payment of the substitute during this period.

A teacher who has resigned after July first is entitled to a hearing in which he/she may explain his/her situation and request a reduction/suspension of the liquidated damages. Finally, the Board reserves the right to waive consideration of liquidated damages for obvious reasons of resignation, e.g., health, change in family status, mutual consent, etc.

It is further agreed that the Board shall not hold a resigning party's teaching certificate as an additional penalty if the Board assesses liquidated damages from the resigning party.

ARTICLE VI

LEAVE - The instructional staff shall be granted 96 hours of leave per year. Unused leave shall be accumulated to a total of 400 hours.

Staff who have accumulated more than 400 hours of leave at the end of the school year will be reimbursed for the number of hours exceeding the 400 hours at the established rate of \$85 per day. The reimbursement will be paid to staff in June and will not exceed 80 hours of reimbursement. (80hrs = 10 days – equal to previous sick leave policy)

In accordance with the Lyman School District Family and Medical Leave Act of 1993 Policy, the employee must first use and count all available accrued paid leave.

Leave shall be requested at the earliest known date. Leave granted by request may not be used during the first week or the last two weeks of the school year or the day before or after a regular vacation. A vacation is a regularly scheduled school absence for students, i.e., Labor Day, Thanksgiving, Christmas, Good Friday, Easter Monday, and Memorial Day. However, for leave granted by request, such time limitations may be waived at the discretion of the superintendent, provided that such waivers are neither arbitrary nor capricious.

PROFESSIONAL LEAVE – Each year, a teacher is granted professional leave, if the school district mandates professional leave. If a teacher requests additional professional leave days that are NOT mandated, that teacher will be granted no more than 2 days.

Each Head Coach/Activity Supervisor will be allowed to attend 1 state, regional, or local event as professional leave.

The Lyman School District will budget a minimum of \$250 per certified teacher for professional development. Staff members must get professional development approved by the building principal or superintendent before registering. The district may cover additional funds based on superintendent approval. For professional leave granted by request, District pays the cost of a substitute and employee bears additional expenses.

If it meets the needs of the District, the Board may award additional professional leave time for individual teachers and make other cost arrangements for such awarded time, provided that such awards and such cost arrangements are neither arbitrary nor capricious.

For Board-mandated professional leave, District bears costs.

ACTIVITY LEAVE - There shall be activity leave. Teachers shall be considered on activity leave when accompanying students to activities to which teacher has been assigned.

FUNERAL LEAVE - All employees shall be allowed funeral leave. The amount of time granted for each funeral shall be the decision of the administration, taking into consideration the distance to be traveled and other problems. Funeral leave shall be defined as leave for death in the immediate family which includes mother, father, children, wife, husband, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchildren, grandfather-in-law, grandmother-in-law, son-in-law, and daughter-in-law. If funeral leave other than family stated above is taken, it will be considered a personal day. The Superintendent has the discretion to deviate from the aforementioned list.

LONG TERM SUB/LEAVE - Long-term sub-leave is defined by anyone absent for more than 1 working week in a row due to a medical condition, maternity/paternity leave, illness as proven with a doctor's note, or other leave approved by the superintendent.

- a. When accumulated leave has been used, a member of the bargaining unit will not be docked their daily rate of pay if they are actively involved in making substitute/lesson plans and tracking students while out.
- b. The staff member will be docked the certified substitute teacher pay rate (\$135).

For any certified employee who has completed fewer than five (5) contract periods and who submits a doctor's signed statement that the employee cannot perform his/her duties, the Lyman School District will provide a guaranteed income that will be paid for limited time periods, namely: first-contract employee qualifies for five days of guaranteed income; second-contract employee qualifies for ten days of guaranteed income; third-contract employee qualifies for fifteen days of guaranteed income; fourth-contract employee qualifies for twenty days of guaranteed income; fifth-contract employee qualifies for twenty-five days of guaranteed income.

Such guaranteed income for an employee in any year of contract will begin after all sick leave has been utilized and will be paid as follows:

1. The District will pay the employee his/her salary less the cost of the District's established rate of pay for a long-term certified (\$135) substitute.
2. If the substitute's actual rate of pay is higher than the established rate of pay for a certified substitute, only the established rate will be deducted.

The following procedure will determine the eligibility of the employee for the guaranteed income program:

1. The employee must submit a signed statement from a doctor which states that the employee cannot perform his/her duties.
2. The Superintendent of the Lyman School District will review the statement or may get a qualified individual to review the statement.
3. The Superintendent will report with a recommendation to the School Board.
4. The School Board will:
 - a. determine if the employee is eligible
 - b. determine if the employee is not eligible

5. The School Board cannot determine that the employee is not eligible if
 - a. The School Board does not request and bear expenses for a second opinion
 - b. The School Board does not afford the employee a hearing
 - c. The School Board's decision is not made free of malice and caprice.

If a certified employee has used all of his/her hours of leave, and all of his/her days of guaranteed income pay, he/she may use donated leave as follows:

- Such donation may be made by another certified employee who during a contract year may donate any number of hours to any colleague.
 - a. The donating employee specifies the person/s for whom the donation is made and how many hours they are giving.
 - b. Employees will only be able to use donated leave up to a maximum of the number of hours they started the year with. (Ex: You start the year with 125 hours of leave, you may use an additional 125 hours of donated leave.)
 - Additional hours/situations may be approved by the Superintendent.
 - c. The donated hours will be used in the order in which they are donated.
 - d. Unused donation will revert to the donor.

LEAVE OF ABSENCE - The School Board shall grant a leave of absence to continuing-contract teachers during a school year if the following conditions are met:

1. Leave for no more than two teachers per year may be given. Each request must be made before March 1 preceding the year for which the leave would occur. The Board will act upon the request(s) at its regular March meeting.
2. The Board may grant other leaves of absence after March 1.
3. The opening will be advertised as soon as possible after the Board's decision.
4. The LEA has the right to express its viewpoints to the Board before a decision is made. Other conditions:
 - a. The leave will be without compensation.
 - b. No credit in progression for salary scale will be given.
 - c. No experience will be given for seniority purposes.
 - d. The Board reserves the right to reject requests for leave of absence.
 - e. Replacement can be paid off schedule, provided that any such employee so paid shall move to on-schedule pay if he or she is employed by the District after the completion of the replacement contract.
 - f. The Lyman School District will, if requested, carry health insurance on the individual requesting leave and his/her family for the duration of the leave; the individual will repay the District in the following manner:
 - 1) the District will deduct monthly in the following year the amount paid per month during the leave;
 - 2) if the individual chooses not to return to the District, he/she will repay the District in twelve equal installments beginning in September or the year following the leave;
 - 3) the amount deducted can come from the fringe benefits package.

ARTICLE VII

EDUCATIONAL STIPEND - The Lyman Board of Education will provide a total of \$7,500 per school year (July I — June 30) for all certified educators who are represented by the LEA bargaining unit and covered by the terms of this agreement. The allocation will be split in three equal parts of \$2,500 with that amount applied to the fall semester, spring semester and summer sessions (May-June). A certified educator applying for an educational stipend is encouraged to take classes which are in his/her field of certification and/or which lead to an advanced degree.

- These stipends are contingent upon receiving REAP Federal Funding.

Priority for educational stipends shall be in:

1. Areas the Board requests,
2. Areas the certified educator requests within his/her certification,
3. Areas the certified educator requests leading to an advanced degree,
4. Areas that the certified educator requests outside his/her certification.

The following procedures will determine the allocation of the stipend:

1. Applying certified educators must submit an Application for Tuition Reimbursement for Board review no later than the regularly scheduled Board meeting that would occur before the starting date of the class (Fall, Spring, Summer 1 (May-June), Summer 2 (July-August)).
2. Costs of tuition and fees are permissible reimbursements.
3. Approval of educational stipend requests will be reimbursed to the certified educator at a cost no higher than the established State University system on-campus graduate cost.
4. If the certified educator wishes to take an approved class that has a higher tuition/fees cost than the established State University system on-campus graduate credit, the certified educator will be responsible for the difference in the cost.
5. In the event that a certified educator drops or fails a class for which he/she has received reimbursement, the educator will remit the amount of the paid stipend for that class to the Lyman School District. The educator receiving a stipend must provide documentation of the grade and credit earned upon completion of the class.
6. The certified educator who takes an approved on-campus State University class must apply for the State tuition reduction.
7. A certified instructor may apply for a reimbursement maximum of three (3) credit hours during any university term (Fall, Spring, Summer I (May-June), Summer 2 (July-August)).
8. A certified teacher who receives an educational stipend from the school district in excess of three (3) credits during the contract year must return to the Lyman School District for employment the following year or reimburse the school district for the cost of the educational stipend received above the three (3) credits. Anyone receiving an educational stipend for credit toward a Master's Degree shall be required to commit to

- the school district for 2 years after the last educational stipend granted. If an employee leaves the district, they must pay back all stipends received within the last 2 years.
9. A certified teacher denied based upon all available funds being expended for the current year or those certified educators that did not apply during the previous school year will be given preference when applying during the next school year.
 10. If the number of applications submitted prior to the start of a university term exceeds the funds available, the Board of Education will use priority and preference to determine which educators shall have requests exceeding the funds available or in cases where there are no differences based on priority or preference, the Board of Education will use random draw to determine which applicant(s) will be approved. Those not approved will receive preference in the following school year.
 11. Upon request, the Association will be informed of the amount of all educational stipends granted.

STUDENT LOAN FORGIVENESS – Teacher's hired after July 1, 2022, will be eligible for student loan forgiveness, if they serve 5 full years within the Lyman School District. The district will cover up to \$1,000 per year of service to the Federal Student Loan servicing organization. If the teacher does not serve 5 years, he/she will not be eligible for the forgiveness program. The district will not pay more than what is owed to the provider.

Tuition Reimbursement Application – See Appendix C

ARTICLE VIII

DEFINITIONS:

- A. A grievance is a complaint by a person or group of persons employed by the Lyman School District 42-1 made either individually or by a duly authorized and recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, or regulation of the School Board. Negotiations for or a disagreement over a non-existing agreement, contract, policy, rule, or regulation is not a "grievance."
- B. An "aggrieved person" is the person or group of persons filing the grievance.
- C. "Board" means the school board of the district.
- D. "Days" shall mean calendar days unless otherwise specified.

PURPOSES:

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise 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 to have the grievance adjusted without the intervention of the employee association, provided the adjustment is

not inconsistent with the terms of any then-in-effect settlement with the employee association. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

PROCEDURES:

- A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.
- B. If appropriate action is not taken by the employee within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the Article.
- C. If an employee does not file a grievance in writing with the principal or other supervisor within ten calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance procedure shall be considered as having been waived.
- D. The grievance statement shall contain at least three (3) parts: 1) date, 2) specific details of the grievance and 3) signature of the aggrieved.

INFORMAL PROCEDURES:

If an employee feels she or he has a grievance, he or she shall first attempt to resolve the matter by filing a written and dated statement discussing the matter with his or her supervisor, principal, or other administrator to whom she or he is directly responsible.

FORMAL PROCEDURES:2

Level One - School Principal, Immediate Supervisor; or Other Administrator

- A. If an aggrieved person is not satisfied with the disposition of her or his problem through informal procedures, he or she shall submit her or his grievance in writing.
- B. Signed copies of the written grievance shall be delivered by the employee to the immediate supervisor.
- C. An employee who is not directly responsible to a building principal may submit his or her formal written grievance to the administrator or supervisor to whom she or he is directly responsible.
- D. The immediate supervisor, within five (5) days of the receipt of the grievance, shall render his or her decision in writing to the aggrieved person.

Level Two - Superintendent of Schools

- A. If an aggrieved person is not satisfied with the decision concerning the grievance at Level One or if no written decision has been rendered within five (5) days, the dissatisfied party shall, within three (3) days after the decision is rendered or within eight (8) days after filing at Level One, resubmit the grievance in writing to the Superintendent of Schools.
- B. Superintendent of Schools shall, within five (5) days from the receipt of the level-two written grievance, meet with the aggrieved person for the purpose of resolving the grievance. The Superintendent shall, within five (5) days after this meeting, render a decision in writing to the aggrieved person.

Level Three - Board of Education

- A. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no written decision has been rendered within five (5) days, the dissatisfied party shall within five (5) days thereafter resubmit the grievance to the Business Manager and to the President of the Board.
- B. At its next meeting or at a time mutually agreed upon by the parties, the Board or its designated agent shall hold a hearing on the grievances. The decision of the Board shall be rendered in writing within five (5) days after the hearing.

Level Four –

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three 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 or within ten (10) days after the written decision is due - whichever is earlier, appeal to the Department of Labor, pursuant to statute. 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.

(The 1983 Legislature amended 3-18-15.2 to require that grievances must be filed with the Labor Department within 30 days after the Board's decision or the grievance will not be considered.)

MISCELLANEOUS:

- A. If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building, they shall report immediately to the principal of such building being visited and state the purpose of the visit.
- B. Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
- C. Any party or parties in interest shall appear and may be represented at formal Levels One and Two of the grievance procedure by one representative. When the representative is not a member of the employee organization, the employee organization shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels One and Two of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their

respective representatives. At Level Three a maximum of three (3) representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.

- D. If, in the judgment of the employee organization a grievance affects a group or class of employees, the organization may submit such grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level Three. The employee organization shall designate not more than two spokespersons for the organization in processing such a grievance through the remaining levels of the grievance procedure, provided, however, that the employee organization 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 their designated or selected representatives heretofore referred to in this grievance procedure. The vote on the Board's decision on Level Three 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 Board meeting or a hearing called by the Superintendent 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 their attendance is required at such meeting or hearing.
- G. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

ARTICLE IX

STAFF REDUCTION- Staff reduction occurs when the board eliminates all or part of an existing position held by anyone to whom continuing contract rights apply. In the event the Board determines that a staff reduction is necessary, the Board shall give notice of the planned reduction to the Association and will consider only those recommendations received within fourteen (14) days of issuance of the notice.

In making staff reductions involving certified staff members, the Lyman Board of Education shall use the following procedures.

- 1. First an effort shall be made to effect the reduction through normal attrition.
- 2. Second, teachers not holding South Dakota teacher certification shall be laid off first, provided there remain on staff teachers who hold South Dakota certification to fill the retained positions.
- 3. Should it be necessary to reduce the number of employees, the administration shall recommend to the Board which position or positions shall be eliminated. Which employee or employees shall be affected by the elimination of a position will be based on administrative recommendations to the Board with considerations given to employee certification endorsements, experience in the remaining position, educational training, employee evaluations, years of employment within the district, state and federal mandates, and overall educational program needs. The District will adhere to SDCL 13-43-6.4 should it be necessary to reduce the number of staff.

RECALL - The teacher subject to reduction in force termination shall provide a list of positions for which the teacher wishes to be considered and is qualified to fill. If, during the first fiscal year subsequent to the lay-off, a vacancy occurs in the grade, subject area, and activity for which a laid-off teacher wishes to be considered, an offer of re-employment shall be extended to the teacher. When more than one staff member has the same recall date for the open position, the Board may consider, among other things, the matters identified in Section 3 of this article.

A recalled teacher shall regain previously accumulated sick-leave benefits and previously accumulated guaranteed-income benefits. A recalled teacher shall regain previously accumulated experience steps on the salary schedule.

Recall privileges cease when a staff member resigns. Recall privileges cease if, upon being recalled, the staff member fails to report within twenty (20) calendar days after the mailing of the written notice of recall. Such notice shall be sent by certified mail to the last address that the staff member has furnished to the Superintendent, and the twenty-day period shall commence to run on the day the notice is mailed. Recall privileges shall not apply to teachers under contract with another school district unless the recall is for anticipated positions in the ensuing year.

HIRING SCHEDULE

2023-24

Recognition:

Pursuant to the provisions of SDCL 3-18-3, the Lyman School Board of School District 42-1, Presho, South Dakota, hereinafter referred to as “Board”, recognizes the Lyman Education Association hereinafter referred to as the “Association” as the sole and exclusive representative of all regularly employed personnel whose position requires certification, hereinafter referred to as “Members of the Bargaining Unit”, except employees who devote more than 50 percent of their time to administrative duties.

Hiring Procedures:

The Base Salary for members of the Bargaining Unit entering the Lyman School District is the starting salary for new hires with no previous work experience in a similar position. The Superintendent will use the Hiring Schedule below to reflect previous work experience, advanced degrees, comparable assignment and accreditation of the school. A newly hired Member of the Bargaining Unit may be given full credit for previous experience. If a Member of the Bargaining Unit is rehired into the School District, she/he will be given full credit for previous experience.

- The Superintendent may deviate from the hiring schedule if necessary to fill vacant positions.

BASE SALARY: \$44,000
\$300 FOR EACH YEAR OF EXPERIENCE
\$1500 MASTER'S

Graduate Credit for Current Staff:

Each member of the Bargaining Unit will receive \$70 per graduate credit.

- Credits earned will be for the 2023-2024 school year.
- A transcript MUST be turned in to the Business office by May 31st to have the graduate credits count toward his/her next year's salary.
- Employees MUST inform the Business office of credits that will be turned in by April 1st.
- To promote master level educators, all graduate credits are limited to Counseling and Guidance; Special Education; Health & Physical Education; Curriculum & Instruction; Educational Administration; and/or the member of the Bargaining Unit's field of study. All graduate credits must be earned to benefit the teacher's instructional duties.
- Staff completing a Master's degree *after* July 1, 2022 will be eligible for an \$800 increase to their salary.

***Salary**

All members of the bargaining unit will be given an increase of 5% to his/her current salaries, and \$70 per graduate credit turned in by May 31st. A member of the Bargaining Unit employed for more than half-time shall be paid in accordance with the Hiring Schedule and shall be paid a salary and benefits proportionate to the amount of time employed.

Extra Assignment Duties

The taking of tickets at events will be voluntary duty; those that work 1 event will get a seasonal pass. The district will call for volunteers from Members of the Bargaining Unit or the community who wish to perform such duties; they will also get a season pass. The Timers and Scorekeepers for events will be paid duties; Person who performs such duties shall be reimbursed in accordance with our duty event schedule.

- Failure to fulfill one's volunteered duty will require reimbursement of the activity pass if it was provided.

Extra-Curricular Assignments

A Member of the Bargaining Unit wishing to be relieved of an extra-curricular assignment shall notify the Superintendent no later than March 1st of the current school year.

Appendix A: Extra Duty Salary Schedule 2023-2024

Base Salary \$44,000

Activity	Year 1 %	First Year	Year 2 %	Second Year	Year 3 %	Third Year
Head HS Football	10.00%	\$4,250	11.00%	\$4,675	12.00%	\$5,100
Asst. HS Football	7.00%	\$2,975	8.00%	\$3,400	9.00%	\$3,825
Head HS Basketball	10.00%	\$4,250	11.00%	\$4,675	12.00%	\$5,100
Asst. HS Basketball	7.00%	\$2,975	8.00%	\$3,400	9.00%	\$3,825
Head HS Wrestling	10.00%	\$4,250	11.00%	\$4,675	12.00%	\$5,100
Asst. HS Wrestling	7.00%	\$2,975	8.00%	\$3,400	9.00%	\$3,825
Head HS Track	7.00%	\$2,975	8.00%	\$3,400	9.00%	\$3,825
Asst. HS Track	5.50%	\$2,338	6.00%	\$2,550	6.50%	\$2,763
Head HS Volleyball	10.00%	\$4,250	11.00%	\$4,675	12.00%	\$5,100
Asst. HS Volleyball	7.00%	\$2,975	8.00%	\$3,400	9.00%	\$3,825
Head X-Country	7.00%	\$2,975	8.00%	\$3,400	9.00%	\$3,825
Head Golf	7.00%	\$2,975	8.00%	\$3,400	9.00%	\$3,825
Head MS Football	5.00%	\$2,125	5.50%	\$2,338	6.00%	\$2,550
Asst. MS Football	4.00%	\$1,700	4.50%	\$1,913	5.00%	\$2,125
Head MS Basketball	5.00%	\$2,125	5.50%	\$2,338	6.00%	\$2,550
Asst. MS Basketball	4.00%	\$1,700	4.50%	\$1,913	5.00%	\$2,125
Head MS Volleyball	5.00%	\$2,125	5.50%	\$2,338	6.00%	\$2,550
Asst. MS Volleyball	4.00%	\$1,700	4.50%	\$1,913	5.00%	\$2,125
Head MS Track	5.00%	\$2,125	5.50%	\$2,338	6.00%	\$2,550
Asst. MS Track	4.00%	\$1,700	4.50%	\$1,913	5.00%	\$2,125
Head MS Wrestling	5.00%	\$2,125	5.50%	\$2,338	6.00%	\$2,550
Asst. MS Wrestling	4.00%	\$1,700	4.50%	\$1,913	5.00%	\$2,125
Oral Interp	4.00%	\$1,700	4.50%	\$1,913	5.00%	\$2,125
Vocal Music	7.00%	\$2,975	7.50%	\$3,150	8.00%	\$3,400
Instr. Music	12.00%	\$5,100	12.50%	\$5,313	13.00%	\$5,525
Yearbook	5.00%	\$2,125	5.50%	\$2,338	6.00%	\$2,550
Drama	4.00%	\$1,700	4.50%	\$1,913	5.00%	\$2,125
HS Cheer Advisor	6.00%	\$2,550	6.50%	\$2,763	7.00%	\$2,975
Comp Cheer Advisor	6.00%	\$2,550	6.50%	\$2,763	7.00%	\$2,975
FFA Advisor	6.00%	\$2,550	6.50%	\$2,763	7.00%	\$2,975
National Honor Society	3.00%	\$1,275	3.50%	\$1,488	4.00%	\$1,700
HS Student Council	6.00%	\$2,550	6.50%	\$2,763	7.00%	\$2,975
MS Student Council	4.50%	\$1,913	5.00%	\$2,125	5.50%	\$2,338
Jr. Class Prom Advisor	4.00%	\$1,700	4.50%	\$1,913	5.00%	\$2,125
Jr. Class Adv/Concessions	8.50%	\$3,613	9.00%	\$3,825	9.50%	\$4,038

ARTICLE X

This agreement is entered into the 255th of April 2023, by and between the Lyman Board of Education and the Lyman Education Association as the representative of all the certified instructional staff in the Lyman School District 42-1. Any items in this agreement, and not brought up for review will remain in force. Negotiations will resume in the spring of 2024 for the school year 2024-2025.

Lyman Education Association

Lyman Board of Education

LEA President

Board President

LEA Secretary

Chief Negotiator

DATE_____

Appendix B: Lyman Summative Evaluation

Lyman School District		Teacher:				
SUMMATIVE TEACHER EVALUATION		Date:				
	Not Observed	Unsatisfactory	Basic	Proficient	Distinguished	
Instructional Skill		1	2	3	4	
<i>1C Selecting Educational Outcomes</i>						
<i>1E Designing Coherent Instruction</i>						
<i>3B Questioning/Discussion Techniques</i>						
<i>3D Using Assessments in Instruction</i>						
1D Demonstrating Knowledge of Resources		1	2	3	4	
Classroom Management		1	2	3	4	
<i>2C Managing Classroom Procedures</i>						
<i>2D Managing Student Behavior</i>						
1A Knowledge of Content/Pedagogy		1	2	3	4	
Communications		1	2	3	4	
<i>3A Communicating with Students</i>						
<i>4C Communicating with Families</i>						
Creating Environment of Respect/Rapport		1	2	3	4	
4B Showing Professionalism		1	2	3	4	
<i>Maintaining Accurate Records</i>						
<i>Punctuality</i>						
<i>Personal Appearance</i>						
<i>4D Participation – Professional Community</i>						
Student Growth						
<i>Minimum of 1 SLO on file with administration</i>	Yes	No				
<i>Student Growth Objectives were met</i>	Yes	No				
	Not Filed	< 80% of Obj.	80% of Obj.	Met Obj.	Exceeds Obj.	
	0	1	2	3	4	
Scale		Unsatisfactory	Basic	Proficient	Distinguished	
		1 - 8	9 - 16	17 - 24	25 - 32	
Total	<input type="text"/>					

Comments are not required for each evaluation area, but evaluator and teacher may comment on any area inserting as many lines as needed.

Instructional Skill – Administrator Comments:

1C Selecting Educational Outcome:

1E Designing Coherent Instruction:

1F Questioning/Circulation Techniques:

1D Using Assessments in Instruction:

Instructional Skill – Teacher Comments:

1D. Demonstrating Knowledge of Resources – Administrator Comments:

Demonstrating Knowledge of Resources – Teacher Comments:

Classroom Management – Administrator Comments:

2C Managing Classroom Procedures:

2D Managing Classroom Behaviors:

Classroom Management – Teacher Comments:

1A. Knowledge of Content/Pedagogy – Administrator Comments:

Knowledge of Content/Pedagogy – Teacher Comments:

Communications – Administrator Comments:

3A Communicating with Students:

4C Communicating with Families:

Communications – Teacher Comments:

2a. Creating an Environment of Respect/Rapport – Administrator Comments:

Creating an Environment of Respect/Rapport – Teacher Comments:

4B. Showing Professionalism – Administrator Comments:

Maintaining Accurate Records:

Punctuality:

Personal Appearance:

4D Participation – Professional Community:

Showing Professionalism – Teacher Comments:

Student Growth – Administrator Comments:

SLO is on [file](#)

Student Growth – Teacher Comments:

1

Administrator Signature

Teacher Signature

* Teacher signature does not indicate that the teacher agrees with the evaluation, only that he/she has reviewed it and met with the administrator to discuss the evaluation.

If this is the final evaluation for the current school year, the evaluator/administrator recommends:

The district continue the teacher's employment for the next school year.

_____ The district continue the teacher's employment for the next school year with conditions. Conditions / expectations are to be documented and attached with a copy provided to the teacher.

_____ The district terminate the teacher's employment with the district at the end of the current school year.

Appendix C: Lyman Tuition Reimbursement Application:

LYMAN SCHOOL DISTRICT 42-1
APPLICATION FOR TUITION REIMBURSEMENT

Name of Certified Educator _____ Date _____

Name of SD University/College _____

Name of Class _____ Class/Dep./Class ID# _____

_____ Summer I _____ Fall _____ Spring _____ Summer 2
(May/June) (July/August)

_____ On Campus _____ Off Campus _____ On-Line

_____ Undergraduate Credit _____ Graduate Credit _____ In area of Cert. _____ Out of Area of Cert.

In applying to the Lyman Board of Education for an educational stipend for the identified class, I understand and agree to the following:

1. If approved, the maximum reimbursement per credit hour will not exceed the current on-campus rate for graduate hours (if taking graduate classes) or undergraduate rate (if taking undergraduate credit) at a SD public university governed by the Board of Regents.
2. If approved, and the course is to be taken on-campus at a SD public university governed by the Board of Regents, I am required to apply for the state tuition reduction and if approved, I will be reimbursed at that rate per credit hour.
3. A certified teacher who receives an educational stipend from the school district in excess of three (3) credits during the contract year must return to the Lyman School District for employment the following year or reimburse the school district for the cost of the educational stipend received above the three (3) credits.
4. If disapproved, I will be given preference for any application for an educational stipend during the following year.
5. That any reimbursement must be repaid to the Lyman School District if I were to drop or fail the class identified.
6. That upon successful completion of the identified class, I am to provide the school district with documentation of the grade and credit hours awarded.

Signature of Certified Educator _____ Date _____

Superintendent _____ Date _____

