

**Todd County Professional Staff Education
Association (TCPSEA)**

Agreement

2026 - 2027

TCPSEA
and
Approved: May 11, 2026 by Todd County
School Board

Table of Contents

ARTICLE I - PURPOSE	4
Section 1 - Purpose	4
Section 2 - Recognition	4
ARTICLE II - RECOGNITION	4
Section 1 - Recognition	4
ARTICLE III - DEFINITIONS	4
Section 1 - Professional Staff	4
Section 2 - Daily Rate of Pay	4
ARTICLE IV - ASSOCIATION RIGHTS	4
Section 1 - Transaction of Official Association Business	4
Section 2 - Review of Personnel File	4
ARTICLE V - OPENING NEGOTIATIONS	5
Section 1 - Opening Negotiations	5
Section 2 - Team Membership	5
Section 3 - Ground Rules	5
Section 4 - Agreements	5
ARTICLE VI - HOURS OF SERVICE	5
Section 1- Basic Day	5
Section 2 - Building Hours	5
Section 3 - Additional Activities	5
Section 4 - Deteriorated Working Conditions/Inclement Weather	5
ARTICLE VII - LENGTH OF SCHOOL YEAR	6
Section 1 - Contractual "Duty" Days	6
ARTICLE VIII - LEAVES AND ABSENCES	6
Section 1 - Personal Time Off (PTO)	6
Section 2 - District Growth Leave	6
Section 3 - Sabbatical Leave	6
Section 4 - Permissive Leave	7
Section 5 - Civic Duty Leave	7
Section 6 - Leave Without Pay	7
Section 7 - Leave of Absence	7
Section 8 - Military Duty Leave	8
Section 9 - Association Leave	8
Section 10 - Non-Contract Leave	8
ARTICLE IX - EVALUATION POLICY	8
Section 1- Purpose of Evaluation	8
Section 2 - Frequency of Evaluation	8
Section 3 - Procedures to be Used in Making the Evaluation	8
Section 4 - The Areas subject to Evaluation	8
Section 5 - Use of the Results of the Evaluation	8
ARTICLE X - GRIEVANCE PROCEDURE	9
Section 1 - Definition	9
Section 2 - Purpose	9
Section 3 - Time Limits	9
Section 4 - Informal Procedure	9
Section 5 - Formal Procedure	9
Section 6 - Procedures	10
ARTICLE XI - TEMPORARY DISENGAGEMENT, SUSPENSION AND DISMISSAL	11
Section 1 - Temporary Disengagement	11
Section 2 - Suspension	11
ARTICLE XII - INDIVIDUAL PROFESSIONAL CONTRACTS	11
Section 1 - Contents of Contract	11

Section 2 - Adjustments and Terms..... 11

ARTICLE XIII - COMPENSATION AND FRINGE BENEFITS..... 11

Section 1 - Impact of Federal Funding..... 11

Section 2 - Hiring Procedure and Pay..... 11

Section 3 - Pay Day..... 12

Section 4 - Travel Allowance..... 12

Section 5 - Insurance and Annuities 12

ARTICLE XIV - DURATION..... 12

Section 1- Term and Reopening Negotiations..... 12

Section 2 - Effect 12

Section 3 - Severability..... 12

APPENDIXES

Appendix A – Grievance Form..... 13

Appendix B - Evaluation..... 15

ARTICLE I - PURPOSE AND RECOGNITION

Section 1 - Purpose: This Agreement, entered into between the employer, School Board of Todd County School District 66-1 and the Todd County Professional Staff Education Association (TCPSEA) pursuant to and in compliance with SDCL 3-18-1 through 3-18-17 to provide for the terms of rate of pay, wages, hours of employment, or other conditions of employment for Professional Staff, Degreed and Non-Degreed, Personnel during the duration of this Agreement.

Section 2 - Recognition:

(1) Pursuant to the provisions of SDCL 3-18, the Todd County School Board District 66-1, hereinafter referred to as the "Board", recognizes the TCPSEA, as the sole and exclusive representative for all Professional Degreed and Non-Degreed staff of the Todd County School District 66-1, herein referred to as "Employee".

(2) The Board agrees not to negotiate with any other employees' organization, individual employee, or group of employees with regard to negotiable items, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this agreement.

(3) Pursuant to SDCL 3-18-2 this recognition shall be continuous until questioned by the Board, labor or employee organization or employees. Any challenge to recognition must be processed pursuant to the provisions of SDCL 3-18-5.

(4) The Board agrees to interpret and implement this Agreement consistently for all Professional staff employees throughout all the schools in the District.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 - Recognition: In accordance with SDCL 3-18-2 and 3-18-5 the School Board recognizes the Todd County Professional Staff Education Association as the exclusive representative of professional staff employed by the School Board, whose exclusive representative shall have those rights and duties as prescribed by SDCL 3-18-2 and 3-18-3.

ARTICLE III - DEFINITIONS

Section 1 – Professional Staff: Shall mean all persons employed by the School Board either as Professional Degreed or Professional Non-Degreed staff.

Section 2 - Daily Rate of Pay: Daily rate of pay shall be 1 / the number of days in the basic contract. Due to a wide range of job responsibilities, total contract days may vary for all Professional Staff members.

ARTICLE IV - ASSOCIATION RIGHTS

Section 1 - Transaction of Official Association Business: Representatives of the Association will be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with nor interrupt normal school operations.

The request for use of the building in question shall be forwarded to the building principal in advance of the time and place of all such meetings and/or activities.

The Association may use school equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

Section 2 - Review of Personnel File:

(1) Each Professional Staff member, upon request, may review the contents of his/her personnel files. A representative of the Association may, upon request from the employee, accompany the employee in this review.

(2) No documentary material related to an employee's conduct, performance, character or personality will be placed in the personnel file unless the employee has received a copy of the document(s). The employee shall acknowledge that he/she has received a copy of the document(s) by affixing his/her dated signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Failure by the employee to sign and date acknowledgment of receipt in the presence of an administrator and witness, documented by the administrator and a witness, shall constitute a waiver by the employee of his/her right to sign the acknowledgment. The employee shall also have the right within ten school days to submit a written answer to such material which shall be reviewed, signed and dated by the immediate supervisor or his/her designee and attached to the file copy(ies).

(3) Receipt of Complaints: If a complaint addressed through the established complaint form regarding any Professional Staff person arises due to job action, the Professional Staff person will receive a copy of the complaint within 5 days of the receipt of the complaint.

ARTICLE V - OPENING NEGOTIATIONS

The Todd County Board of Education (hereinafter referred to as the "Board") and the TCPSEA (hereinafter referred to as the "Association") hereby enter into the following agreements regarding negotiations.

Section 1 - Opening Negotiations: Upon request of either party to open negotiations, a mutually acceptable meeting date shall be set not more than thirty days following the request. Areas of concern and/or concepts and specific proposals shall be in writing and made available to the other side not later than at the time of the first negotiations session. No additional proposals may be presented (except for counter proposals, clarification, etc.) later than the first meeting unless the parties mutually agree to negotiate the items. Meetings shall be held at times and places mutually agreed to and shall not exceed three hours unless mutually agreed upon.

Section 2 - Team Membership: Each team shall consist of no more than three members with efforts to include both Degreed and Non-Degreed Professional Staff. Either team may use resource persons for making a presentation on a specific topic.

Section 3 - Ground Rules: At the first meeting ground rules shall be established. Ground rules to be addressed may include but are not limited to open versus closed sessions, length of bargaining sessions, press releases, release of information and the presence of observers.

Section 4 - Agreements: When an agreement is reached by the parties, it shall then be reduced to writing and submitted for consideration by the Board and the members of the Association. If ratified by the Association and the Board, it shall be entered into the official Minutes of the Board and thereupon constitute a revision of school district policies.

A copy of the agreement will be made available on the Todd County School District website.

ARTICLE VI - HOURS OF SERVICE

Section 1 - Basic Day: The normal professional's day inclusive of lunch shall be eight and one half(8.5) hours for professional staff on contracts less than 200 days, with the exception of days designated with less than 8.5 hours as defined by the school board calendar. Staff with 200 days or over are expected to work 8 hour days not inclusive of lunch.

Section 2 - Building Hours: The normal building hours for professional staff under 200 day contracts will be 8:00 a.m. to 4:30 p.m. provided the employee is/are not required to be there due to staff meetings, IEP meetings, parent nights and other similar responsibilities such as SST or when an administrator needs to meet with a parent and/or student and employee. The specific hours at any individual building may vary according to the needs of the education program of the school district.

Section 3 - Additional Activities: Professional Staff who participate in Central Office approved trainings, activities or assigned committee meetings that occur outside the normal workday will be paid a flat rate of \$30.00 per hour as long as federal funds are allowable and available through the appropriate funding sources. This excludes parent meetings regarding students and parent conferences that are already included in the calendar.

The business manager and superintendent will determine if funds are available. The \$30.00 per hour payment may be reduced or eliminated, depending on fund availability. Decision to reduce or eliminate this amount is not eligible for the grievance process.

Section 4 - Deteriorated Working Conditions/Inclement Weather: Any time school is dismissed before school starts due to deteriorated working conditions or inclement weather, professional staff shall not be required to report to their duty stations. Any time the beginning of school is delayed due to deteriorated working conditions or inclement weather, professional staff are expected to report to their duty stations 30 minutes before classes begin. If the professional staff cannot report at the designated time, he/she is to contact the principal and report to his/her duty station as soon as the trip can be safely made. When school is dismissed early due to deteriorated working conditions or inclement weather,

professional staff will be allowed to leave after the last student departs. The determination of deteriorated working conditions or inclement weather is a judgement decision and will be made by the Superintendent. This decision is not subject to complaint or grievance. Should professional staff be needed to supervise students, a rotating duty schedule will be established.

PSEA staff contracted for more than 200 days will have the option to use their non-contract leave on days that school has been cancelled due to inclement weather or deterioration of working conditions.

ARTICLE VII – LENGTH OF SCHOOL YEAR

Section 1 - Contractual "Duty" Days: Contractual "duty" days for professional staff with contracts under 200 days are those days as determined by the school calendar when the staff are fulfilling professional responsibilities. The calendar for the compensation for those contracted "duty" days are based upon there being 175 duty days for professional staff having previously worked in the District. Contractual "duty days" for professional staff with 200 days or more are determined by the Superintendent and the School Board.

ARTICLE VIII - LEAVES AND ABSENCES

Section 1 - Personal Time Off (PTO):

(1) At the beginning of each school year, all full-time professional staff will be credited with ninety-six (96) hours of Personal Time Off (PTO) for the year. Professional staff on extended contracts under 200 days shall have PTO added at the rate of [12 contract days] X [additional days]. Professional staff on extended contracts 200 days or greater shall be eligible for non-contract leave. In order to be eligible for the yearly PTO allowance, the new or returning employee in the District must have completed at least one day of service. Should a new employee not complete at least one day of service, the new employee has the option of taking unpaid leave and shall be entitled to the yearly PTO allowance after completing at least one day of service. Should a returning employee not complete at least one day of service, the returning employee may use accumulated leave during the period of absence.

If the employee is eligible for Family Medical Leave Act Leave, paid leave days taken are required to be applied against the number of days in addition to unpaid leave days to which the employee is entitled pursuant to the Family Medical Leave Act. The employee shall make the election to take paid leave for FMLA leave purposes or unpaid FMLA leave at the commencement of the leave and shall notify the business office of the election. In no instance shall the employee be entitled to more leave days than that afforded through accumulated paid leave or the twelve (12) weeks of FMLA leave, whichever is greater, for FMLA qualifying reasons.

(2) Holidays occurring during excused PTO absences will not be considered deductible from PTO.

(3) PTO Buy Back: PTO Buy Back: The district shall pay \$50.00 per day, up to a maximum of 100 days, for unused PTO leave when an employee resigns his/her position. In addition, for any employee who has more than the maximum carry-over PTO days at the end of the school year, the district shall pay the employee's daily rate per day that is over the maximum carry-over, up to a maximum of five (5) days.

(4) Sick Leave Bank (Voluntary): Professional staff are eligible to participate in the Sick Leave Bank.

(5) Requests for PTO must be made at least 3 days in advance of the day(s) requested unless it's for an illness or other emergency, and then the leave request must be submitted upon the employee's return. PTO will not be granted on the days preceding or following holidays or on In-service days unless it is for illness or other emergency and approved by the Supervisor/Building Administrator.

(6) Failure to submit PTO leave requests in accordance with the timelines may result in non-approval of the leave or approval as Leave Without Pay. If the leave is taken and not approved, additional disciplinary action may occur, including LWOP for the time missed and additional suspension without pay.

(7) No more than 3 consecutive days of PTO may be taken without the express written consent and authorization of the superintendent. Exceptions to this requirement include funeral/bereavement leave.

(8) PTO hours used on a snow day shall be reimbursed to the individual requesting it. This provision does not include early out, late starts, or administrative leave days.

Section 2 - District Growth Leave: There will be instances when school administration deems it beneficial to the Todd County School District that full time employee attendance at conferences/ workshops is necessary either as participants or presenters. If the staff member is a speaker or presenter in this instance, any remuneration above expenses and daily rate of pay may be kept by the employee.

Section 3 - Sabbatical Leave:

(1) All employees shall be eligible for one (1) year study leave within their general preparation area after completing no less than five (5) years of professional service, three (3) of which must be in the Todd County School District. Approval by the Board of Education is required. The following year the employee must return to the Todd County School System and render at least two (2) consecutive years of satisfactory service.

Section 4 - Permissive Leave:

- (1) All Professional shall be allowed permissive leave at the discretion of the Superintendent.
- (2) Permissive leave shall be defined as leave for reasons not covered in any of the above policies.
- (3) Permissive leave shall be docked at full pay based on the daily rate of pay.
- (4) Denial by the Superintendent of a request for permissive leave shall not be subject to a grievance.

Section 5 - Civic Duty Leave:

(1) Court & Jury Duty: Any school employee who is called to serve on court and jury duty or subpoenaed as a witness in a school related court case will be granted time and paid at his/her daily rate during the absence provided the employee assigns to the District all compensation received for such duty, except that granted for mileage, room and other expenses which are not a part of the daily wage. This assignment shall be necessary only for those days the employee would be absent from work during his/her contract period.

(2) Election Board Duty: To be treated the same as court and jury duty.

(3) Political Leave:

- a. All employees shall be allowed political leave at the discretion of the superintendent if there is a qualified substitute available and if the absence of the employee would not seriously hinder the on-going program of the school.
- b. Political leave shall be defined as leave that would occur when an employee of a school district is elected to a public office which would meet during a part of the school year. EXAMPLE: State Legislature, Tribal Council.
- c. Political leave shall be unpaid leave and no salary or other benefits.

Section 6 - Leave Without Pay: The employee shall be on leave without pay when an employee does not report to work while school is in session and the cause does not legitimately fall under another leave category. Reasons for this may be because of inclement weather, car trouble, being away from the district, etc. Nothing within this provision precludes an employee from being subject to discipline (in addition to loss of pay) when the reason for the employee's absence is not a legitimate reason (such as inclement weather or car trouble, etc.).

Section 7 - Leave of Absence:

(1) A leave of absence of up to two (2) years may be granted without pay and benefits (i.e. district paid insurance, etc.) to any employee upon application for the purpose of pregnancy related disabilities extending beyond the birth of a child/children, child rearing, child adoption, serving as an association officer, or foreign or military teaching programs.

(2) An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available may be granted, upon request, an additional leave of absence without pay or benefits for the duration of such illness or disability up to one (1) year. Denial of a leave of absence pursuant to this provision (Section 11(2)) shall not be subject to the grievance procedure.

(3) The Administration shall make a reasonable effort to return a n employee who has been on an extended leave of absence to the same or comparable position, if one exists, or any other position mutually agreed to by the employee and administration. There is no guarantee that any employee can be returned to an employment position within the Todd County School District or to a specific building, grade level, or special assignment at the conclusion of a period exceeding one semester in length.

(4) The Board shall not be obligated to reemploy any employee returning from an approved leave of absence at the beginning of a school year or at mid-year of a school year at the conclusion of a leave of absence granted pursuant to this section.

(5) All requests for leave of absence will be applied for and granted or denied in writing. The employee must apply for the leave at least forty (40) days prior to its commencement, except in cases of emergency or urgency.

(6) The employee must notify the Board in writing of his/her intention to return from such leave or file a request for renewal for such leave on December 1st, or March 1st, whichever date falls in the last semester of the leave. This requirement will be stated on the leave form. Failure to comply with this notification shall constitute voluntary employee resignation from Board employment. Exceptions to this procedure may be made by the board in cases of emergency.

(7) No benefits will accrue to an employee during a leave of absence except as otherwise stated herein. Upon return from leave, the employee's unused sick leave benefits, seniority and salary increments which had been accumulated at the time the leave commenced will be returned to her/him.

Section 8 - Military Duty Leave: Any personnel called to serve for Military Reserves, National Guard, etc. for temporary duty or training, shall be granted time off without pay.

Section 9 - Association Leave: Representatives of the local association may be granted leave during the school day or during the school year to conduct official association business, provided such business cannot be conducted outside the student school day. Unless the employee's attendance is required by the Board or administration, the leave shall be either unpaid leave, or deducted from PTO at the employee's option.

Section 10 - Non-Contract Leave: Staff with extended contracts 200 days or greater will be granted non-contract leave. The leave will be computed based on a full year contract(261 or 260 days) less board approved holidays, less contracted days on employee contract. Non-contract leave should be utilized outside of student contact days, unless prior approval has been received by the Superintendent. This leave does not accumulate and carry into the next contract year.

ARTICLE IX - EVALUATION POLICY

Section 1 - Purpose of Evaluation: The evaluation of professional degreed and non degreed personnel should assess performance; identify areas in which improvement may be needed; lead to improved performance, and lead to definite recommendations for continued employment.

Section 2 - Frequency of Evaluation: All professional degreed and non degreed personnel shall be evaluated at least once each year.

Section 3 - Procedures Used In Making the Evaluation: All professional degreed and non degreed personnel shall be evaluated by his/her supervisor. The entire evaluation process shall be completed prior to the offering of contracts. Evaluation activities shall take place openly and with the full knowledge of the evaluatee and the evaluator and shall be conducted in the following manner:

1. The evaluation shall be conducted according to the policy of the district and through utilization of the evaluation instrument adopted by the district.
2. All evaluatees shall have received copies of the evaluation policy and instrument adopted by the school board.
3. The evaluation shall be in writing and acknowledged by the signatures of the evaluatee and the evaluator. Such signatures do not denote agreement with the evaluation. The evaluatee shall receive a copy of all written evaluations. The evaluatee has the right to make a demurral statement concerning any part of the evaluation with which the evaluatee disagrees and attach such statement to the evaluation.
4. Any recommendation for non-renewal shall not be given without an evaluation having been completed within the forty five days preceding the offering of contracts.

Section 4 - The Areas Subject to Evaluation: Professional degreed and non degreed personnel shall be evaluated on:

1. knowledge of area of responsibility;
2. planning, organizational skills and decision making;
3. leadership abilities and professionalism;
4. human relations and communications skills;
5. utilization of resources;
6. and supervision and evaluation of staff.

Section 5 - Use of the Results of the Evaluation: Evaluation notes shall be kept separately from personnel files. Only the results of the evaluation shall be filed in the evaluatee's personnel file. The evaluation file shall be subject to annual review by the evaluatee and evaluator. It shall be available at all times to the evaluatee, evaluator, superintendent, or other

central office administrator designated by the superintendent. The three most recent evaluations shall be kept on file. Materials prior to the three (3) most recent evaluations may be removed at the request of the evaluatee.

At the time employment recommendations are given, the parts of the evaluation file pertinent to those recommendations shall be available to the school board. The evaluation file shall be maintained for a period of three years following the final termination of employment of the evaluatee. Copies of information in the evaluation file shall be released to potential employers upon written consent of the evaluatee.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1 - Definition: The following definitions will be used in this grievance procedure:

- (1) **Grievance:** A complaint by an employee or a group of employees based on an alleged violation, misinterpretation, or inequitable application of any existing written agreement, contract, policy, rule, or regulation of the state of South Dakota, the Todd County School District, or any authority, commission, or board, or any branch of the public service, as they apply to conditions of employment. Disagreements over a non-existing agreement, contract, policy, rule or regulation is not a "grievance" and is not subject to this procedure.
- (2) **Grievant:** The employee or group of employees making the grievance.
- (3) **Appropriate Supervisor:** The administrator, coordinator or immediate supervisor directly responsible for the action(s) giving rise to a grievance and/or capable of acting to resolve the grievance.
- (4) **Representative:** Another employee or legal counsel, or any person of the grievant's choice. The initial representation shall be maintained throughout the grievance.
- (5) **Days:** Calendar days unless otherwise indicated.
- (6) **Chain of Command:** Both parties to this agreement believe in the efficiency of the school organization, and to this end chain of command procedures must be adhered to without coercion and/or threat of retaliation.

Section 2 - Purpose: The purpose of this procedure is to secure, as soon as possible, at the lowest administrative level possible, fair and equitable solutions to problems which may arise between employees and the district. In order to facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level.

An professional staff employee or group of employees shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose.

Section 3 - Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a part in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as thereafter as is practical.

An professional staff employee has 30 calendar days from the date of the alleged violation to file a formal grievance. The day following the event giving rise to a grievance, and the day following any notice as required is received shall be day one (1) for the timeline purposes.

Section 4 - Informal Procedure: An employee who has a grievance shall, within ten (10) days of the time the employee knew or should have known of the action giving rise to the grievance, discuss the matter with the appropriate building supervisor (principal, director, manager) in an effort to resolve the matter informally. The building supervisor shall involve the immediate supervisor or other appropriate personnel.

If, after such discussion, the employee is not satisfied with the disposition of the matter, he/she shall have the right to have the Association Representative assist him/her in the effort to resolve the problem informally with the principal or other appropriate administrator or supervisor.

If, after such discussion, the employee is not satisfied with the disposition of the matter, he/she shall have the right to file a formal grievance.

Section 5 - Formal Procedure: If the grievant is not satisfied with the disposition of the grievance following the informal procedure, the employee shall have the right to submit the grievance under the following formal procedure:

Level One (Supervisor)

- (1) The grievant shall reduce the grievance to writing and submit it to the appropriate administrator (principal, director, manager) within ten (10) days of the informal meeting provided in Section 3.
- (2) The appropriate administrator shall hold a meeting with the grievant and the appropriate persons, within five (5) days of receipt of the written grievance. The building administrator shall issue a written disposition of the grievance, with a copy to the superintendent, within five (5) days of the meeting. If there is no response the grievant may file the grievance at level two.

Level Two (Superintendent)

- (1) If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may file a written appeal with the superintendent within five (5) days of receipt of the Level One disposition.
- (2) The superintendent, or designee, may conduct a meeting on the grievance within ten (10) days of receipt of the written appeal.
- (3) The superintendent, or designee, shall render a written decision on the grievance to the grievant within five (5) days of the hearing. If there is no response, the grievant may file the grievance at level three.

Level Three (Board of Education)

- (1) If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may file a written appeal with the Board of Education within ten (10) days of the receipt of the Level Two disposition. Within the notice of appeal the employee shall state the issue(s), fact(s) upon which the grievance is based, the administrative decision(s) on the appeal and why the grievant believes the administrative decision(s) should be reversed.

Upon receipt of the grievance by the Board of Education at a regularly scheduled board meeting, the Board shall schedule a hearing on the grievance and the hearing shall be held within 20 calendar days of the Board's receipt of the grievance. The Board shall issue a written decision on the grievance within 10 calendar days of the hearing.

Level Four (Department of Labor)

If the grievance is not resolved at Level Three, the grievant may file a written appeal of the grievance to the South Dakota Department of Labor, as provided in statute, within thirty (30) days of receipt of the board's decision or expiration of the time limit. Each party shall be responsible for its own cost of such arbitration.

Section 6 - Procedures: The following rules shall govern any grievance proceeding:

- (1) The written grievance shall cite the agreement, contract, policy, rule or regulation under which the alleged violation, misinterpretation, or inequitable application occurred; the nature of the grievance, and the desired resolution.
- (2) Forms for filing and processing grievance shall be prepared at the direction of the board and made available to all employees through their supervisor.
- (3) The time limits provided herein may be extended by mutual written agreement of the parties.
- (4) Except for the initial conference held pursuant to Section 4 (Informal Procedure) a grievant may be represented at any level of this grievance procedure by representatives of their choice.
- (5) No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
- (6) All documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of the participants.
- (7) Nothing contained herein shall deprive any employee or Board of any legal right. However, any grievance may be withdrawn at any level without establishing a precedent.

- (8) A grievance may be resolved at any level by mutual agreement of the parties involved.
- (9) During all hearings conducted under this grievance procedure, the parties may call witnesses and present evidence relevant to the grievance. Employees called to participate in any meeting or hearing under this grievance procedure shall be excused to do so without loss of pay or benefits. During the Board Hearing if new information becomes available the grievance may be remanded back to level one of the formal procedure.
- (10) Failure of the grievant to file grievance within established time lines and procedures shall constitute a waiver by the grievant of the grievant right to pursue the grievance.

ARTICLE XI - TEMPORARY DISENGAGEMENT, SUSPENSION AND DISMISSAL

Section 1 - Temporary Disengagement: In the event of a "crisis" situation, and at the direction of the superintendent, the employee will be temporarily disengaged from their responsibilities with pay and await further notice from the superintendent or their designee. This action only simplifies the situation so as to maintain a proper environment for learning and in no way imputes contributory involvement to the employee. To the extent reasonable under the circumstances, the superintendent's decision should be rendered as to reinstatement, recommendation for suspension without pay or recommendation for discharge, within thirty (30) days of the temporary disengagement. The thirty (30) days may be extended if in the opinion of the superintendent additional time is necessary and appropriate under the circumstances. Within twenty (20) days of the disengagement the employee may submit, in writing, the employee's version of the facts related to the incident resulting in the temporary disengagement.

Section 2 - Suspension: Where there is reasonable suspicion of employee misconduct, the employee may be suspended with pay by the Superintendent pending an executive session hearing before the Board and a decision regarding further employment. After investigation of the situation, if the Superintendent determines that a suspension without pay is appropriate discipline, the Superintendent may impose the same for up to ten (10) days, which decision may be grieved by the employee through the Grievance Procedure. If the decision is for termination or nonrenewal of the employee's contract, the Superintendent shall make that recommendation to the Board of Education which shall have the authority to accept, modify or reject the recommendation. The employee shall have full opportunity for defense against charges and to face any person who has made allegations, as allowed by SDCL Ch. 3-18 and SDCL Ch. 13-43. If any counsel is to be present, both the employee and the Board have the right to be represented for advice, at their own expense, concerning legal rights and possible legal outcomes.

ARTICLE XII - INDIVIDUAL PROFESSIONAL CONTRACTS

Section 1 - Contents of Contract: The contract shall specify the date at which the school term will begin, the term of employment, the assignment, the contract total to be paid in semi-monthly installments, and the time of payment thereof. Such contract shall be signed in duplicate and one copy filed in the Office of the Business Manager and the other retained by the employee.

Section 2 - Adjustments and Terms: If individual contracts are issued during negotiations, mediation, declaration of impasse, fact-finding and/or before agreement has been reached, between the Board and the Association, they shall be issued on the conditions of the existing Agreement, with a rider stating that any change will be updated. Upon completion of negotiations process pursuant to SDCL 3-18 the provisions of each individual contract shall be adjusted to comply with the terms and conditions of the final TCPSEA Master Agreement.

ARTICLE XIII - COMPENSATION AND FRINGE BENEFITS

Section 1 - Impact of Federal Funding: Because such a large percentage of District funds are received from the federal government, and the amount which the District is to receive is usually not known during the negotiations period, the parties may negotiate the contract except the amount of raise applicable to the salary schedule and supplemental schedule as would otherwise normally be the case, and upon confirmation from the federal government as to the amount of federal money to be received, at the initiation of either party, the Board and Association shall commence negotiating the amount of raise. Nothing within this provision restricts the right of either party to declare impasse prior to negotiations commencing on the salary.

Section 2 - Hiring Procedures and Pay:

- (1) Due to the wide variety of job responsibilities within the professional staff group, new employee salary shall be determined and approved by the school board on a position by position basis.
- (2) Salary for returning employees will be determined through negotiations each year. Each returning professional staff employee who completed the entire 2025-2026 contract year will receive an increase of 5% to their individual contract, excluding all other forms of

compensation or benefits for the 2026-2027 school year. Professional staff with late entry in the prior year will receive a prorated increase based on days completed in the 2025-2026 school year.

(3) Each professional staff member will receive a \$500 longevity stipend paid at Staff Recognition Night or during the month of May for every 5 years of service to the district, beginning 2025-2026 school year as the starting timeline. Thus, as an example, if an employee has been with the district 5 years, they get \$500; when they have been with the district 10 years, they get \$500; when they have been with the district 15 years, they still only receive \$500.

Section 3 - Pay Day: All employees under contract shall be paid semi-monthly. In the event the 15th or last day of the month fall on a weekend or holiday, payment will be issued on the last working day prior to these days except December. Deductions for unexcused absences will be based on the daily rate of pay. In the event an employee is leaving the employment of the District, the employee can, upon request prior to June 15th, receive the balance of his/her contractual wages with his/her final paycheck in June.

Direct Deposit will be required for all employees.

Section 4 - Travel Allowance:

(1) Mileage: The district will provide transportation whenever possible to enable employees to carry out their duties, but in the event private automobiles must be used, the owner shall be reimbursed at the rate per mile set by the State of South Dakota. When travel is on non-paved roads by full-time traveling personnel, the rate for mileage on such roads shall be 125% of the State rate.

Meals and Lodging: The cost of out-of district meals and lodging shall be reimbursed under the rate set by the State of South Dakota.

Section 5 - Insurance and Annuities:

(1) Group Health: The district will pay up to a maximum of \$860 per month for a single health plan premium and up to \$1185 per month toward the premium for a 2-party health plan or a family health plan. Each employee may select coverage from the plans and deductibles that are available to the district, and shall notify the Business Manager of his/her selection.

Prior to the 2007-2008 school year, any individual and his or her spouse who both work for the district shall be eligible for 100% family coverage.

Beginning with the 2007-2008 school year any individual and his or her spouse who both work for the district shall be eligible for \$1,720 toward a 2-party health plan or a family health plan.

Commencing with the 2004-2005 school year, should a married couple work for the district and have no children under the age of 26, each employee may receive up to a maximum of \$860 per month to be applied to a 2-party health plan.

Professionals may elect to participate in the Section 125 Program applicable to health care premium deductions.

District insurance coverage for individuals, 2-party plans, or family plans, shall continue until August 30 for those individuals who retire with twenty (20) or more years of service in the district. For closeout purposes, employment on the first working day of a month shall be construed as credit for a full month. June 30 shall be the last day for these employees.

(2) Tax-Sheltered Annuity: Any employee may designate up to the legal amount for a tax-sheltered annuity program.

ARTICLE XIV – DURATION

Section 1 - Term and Reopening Negotiations: The TCPSEA Agreement, as modified by the above listed items, shall remain in full force and effect for a period commencing on July 1, 2026 and ending on June 30, 2027.

Section 2 - Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the professional staff of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, and school district policies, rules or regulations concerning terms and conditions of employment inconsistent with the provisions.

Section 3 - Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Agreement or the application of any provision thereof.

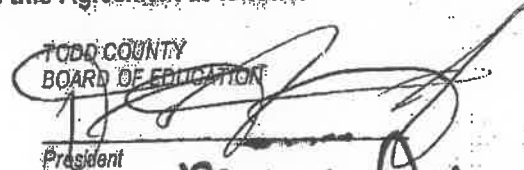
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

TODD COUNTY
PROFESSIONAL STAFF EDUCATION ASSOCIATION


President


Professional Staff Negotiator

TODD COUNTY
BOARD OF EDUCATION


President


Chief Board Negotiator

TODD COUNTY SCHOOL DISTRICT GRIEVANCE FORM

NAME OF GRIEVANT: _____

POLICY, RULE OR REGULATION VIOLATED: _____

GRIEVANCE NUMBER: _____ DATE OF ALLEGED VIOLATION: _____

Description:

Remedy Requested:

Signature of Grievant: _____ Date: _____

LEVEL ONE

Date Rec'd: _____ Initial: _____ Reply Date: _____ Initial: _____

Admin Disposition: Denied: _____ Granted: _____

Reason:

Signature of Admin: _____ Date: _____

LEVEL TWO

Date Rec'd: _____ Initial: _____ Reply Date: _____ Initial: _____

Admin Disposition: Denied: _____ Granted: _____

Reason:

Signature of Superintendent: _____ Date: _____

LEVEL THREE

Date Rec'd: _____ Initial: _____ Reply Date: _____ Initial: _____

Admin Disposition: Denied: _____ Granted: _____

Reason:

Signature of Board President: _____ Date: _____

DEGREED AND NON-DEGREED NON-INSTRUCTIONAL EVALUATION - EXHIBIT

Evaluatee: _____ Position: _____

Evaluator: _____ School Year: _____

Date: _____

Rating scale: 5 Excellent 4 Above Average 3 Average 2 Below Average 1 Poor

I. KNOWLEDGE OF AREA OF RESPONSIBILITY:

1. Has a working knowledge of area of responsibility. 5 4 3 2 1
2. Seeks opportunities for professional growth. 5 4 3 2 1
3. Keeps up to date on Federal and/or State Statutes/ Rules/ Regulations pertaining to area of responsibility. 5 4 3 2 1

II. PLANNING, ORGANIZATIONAL SKILLS, AND DECISION MAKING:

1. Shows evidence of sound judgment, logical thinking, creativity and imagination. 5 4 3 2 1
2. Adheres to the policies/directives of the Board of Education as well as the District Superintendent. 5 4 3 2 1
3. Accepts assigned responsibilities. Does not neglect critical areas. 5 4 3 2 1
4. Formulates and uses objectives of management. 5 4 3 2 1
5. Shows ability to make timely and appropriate decisions. 5 4 3 2 1
6. Shows ability to formulate and maintain appropriate records/ reports, etc. pertaining to area of responsibility. 5 4 3 2 1
7. Develops long-range plans which reflect job description and school calendar. 5 4 3 2 1
8. Makes use of appropriate outside persons and agencies as both resource and referral units. 5 4 3 2 1

9. Stays within budget guidelines. 5 4 3 2 1
10. Provides staff with items necessary to complete their duties. 5 4 3 2 1
11. Implements plans to meet program needs. 5 4 3 2 1

III. LEADERSHIP ABILITIES AND PROFESSIONALISM:

1. Solicits and utilizes staff input in decision making. 5 4 3 2 1
2. Uses leadership techniques which accomplish assigned tasks. 5 4 3 2 1
3. Works with community leaders if essential to assignment. 5 4 3 2 1
4. Shows consistent dependability and accountability. 5 4 3 2 1
5. Shows loyalty to colleagues and District. 5 4 3 2 1
6. Anticipates problems and adjusts leadership in appropriate manner. 5 4 3 2 1
7. Is tactful and self-controlled. 5 4 3 2 1

IV. HUMAN RELATIONS AND COMMUNICATION SKILLS:

1. Demonstrates ethnic awareness. 5 4 3 2 1
2. Has communication skills necessary to provide leadership in assigned area of responsibility. 5 4 3 2 1
3. Develops and maintains good relationships with all of the human elements within the scope of assignment. 5 4 3 2 1

V. UTILIZATION OF RESOURCES:

1. Makes effective and efficient use of the buildings, rooms, equipment, and materials in area of responsibility. 5 4 3 2 1
2. Makes effective and efficient use of available financial resources. 5 4 3 2 1
3. Provides for the care and security of school property in the area of responsibility. 5 4 3 2 1

VI. SUPERVISION AND EVALUATION OF STAFF:

1. Conducts evaluation of all staff within the scope of Board policy. 5 4 3 2 1
2. Establishes and maintains individual evaluation files prescribed by Board Policy. 5 4 3 2 1

3. Ascertains that evaluations contain the appropriate documentation. 5 4 3 2 1

4. Conducts a staff needs assessment and provides programs/ 5 4 3 2 1
assistance to meet those needs.

VII. COMMENTS RELATIVE TO PERFORMANCE RATINGS:

VIII. STATEMENT BY EVALUATOR:

IX. POST CONFERENCE NOTES _____
Date Time

X. SIGNED: _____
Evaluator Date

SIGNED: _____
Evaluatee Date

I have had a conference with my evaluator (signing shall not imply agreement by the evaluatee, but merely indicates that the above have been addressed.)

XI. STATEMENT BY EVALUATEE: