

**PROCEDURES FOR CERTIFIED NEGOTIATIONS**

April 26, 1971

The board of education of the Huron school district #2-2 states that the educational welfare of the children of the district is paramount in the operation of the schools and that the development and fulfillment of educational programs of the highest quality require professional working relationships among the board, the administrative staff, and the teaching staff. To promote maximum utilization of the specialized abilities, experience, and judgment of the teaching profession and all parties sharing responsibility for the quality of instruction in the Huron district, the board of education does hereby adopt by resolution the following Procedural Negotiating Policy:

1. **Definitions** (as used in the policy):
  - A. Board shall mean the board of education of the school district.
  - B. Superintendent shall mean the superintendent of schools of the school district.
  - C. Association shall mean the majority group of certificated personnel referred to in Recognition Service III and IV of this policy.
  - D. Joint Negotiation Committee shall mean the committee composed of three representatives as designated by the association, two representatives as designated by the board, and one representative as designated by the superintendent.
  - E. Association Representatives shall mean the members of the Joint Negotiation Committee selected by the association.
  - F. Professional Negotiation is an orderly process through which classroom teachers, administrators, and boards of education cooperatively discuss and develop proposed policies of common concern.
  - G. Certificated Personnel shall mean professional individuals certificated and regularly employed by the board of education.
  - H. Consultant shall mean a resource person qualified by training and experience to advise on problems being considered by the joint negotiation committee. Said consultant may or may not be an employee of the board and may be called upon by either party.
  - I. Conciliator shall mean a qualified person who seeks to assist in the resolution of disagreements.

2. **Principles:**

- A. The process described in this agreement is dependent on mutual understanding and cooperation. It, therefore, requires a free and open exchange of views with all parties participating in discussion.
- B. Membership in any organization shall not be required as a condition of employment. No punitive action or other harassment will be taken against any association member, non-member, board of education member or joint negotiation committee member or anyone employed by the Huron public schools, because of membership or conjunction with the Huron public schools.
- C. Subjects of Negotiation -- The negotiation committee shall consider conditions of employment. The statutory responsibilities of the board are not subject to negotiation. The procedure for changing existing board policies or adopting new policies regarding matters which are subject to negotiation shall include a presentation to, but shall not necessitate approval of, the joint negotiation committee prior to adoption. The negotiation committee shall consider wages through the stage of conciliation and mediation. All other negotiable matters will be considered as provided for in SDCL 3-18.
- D. The association and any employed individual or group of individuals shall agree not to participate in strikes or other unauthorized work stoppages.
- E. No group of employees may discriminate in its membership on the basis of race, creed, sex, marital status, grade level, or subject field.
- F. Any group of employees shall be entitled to the reasonable use of school communications media as determined by the board.

3. **Recognition:**

The board and certified personnel recognize the advantage of good faith relationships within statutory limits.

The board recognizes that association which presents to the board not later than the regular October meeting of each year a notarized statement verifying that its authorization constitutes more than fifty (50) per cent of the certified personnel of the district for the current year as the representative of the certified personnel of the district represented on the joint negotiation committee.

The association shall recognize the board as elected representatives of the people. The association shall also recognize the legal authority of the board and the responsibilities of the superintendent for the operation of the district school system.

Any certificated employee or group of employees may present a proposal to the board through the superintendent, provided such proposals have been previously submitted for consideration to the proper association committee for review. When the superintendent feels the proposal is worthy of consideration, he/she may present the proposal to the board. In all cases, the association representatives will be given the opportunity to explain their position on the issue.

4. **Challenge of Recognition:**

Shall be pursuant to the rules governing the administration of SDCL 3-18-4 through 3-18-6.

5. **Procedures:**

A. Organization--The superintendent shall call for a meeting of the joint negotiation committee by notification to the association president and board chairman not later than 10 days following the regular October board meeting, giving due notice of time and place. The purpose of this meeting shall be for the election of a chairman, vice-chairman, from the joint negotiation committee membership, and for making arrangements for secretarial assistance and handling of administrative details. Agenda items for subsequent meetings shall be submitted at this organizational meeting.

Additional meetings shall be agreed upon by the joint negotiation committee as may be necessary to complete consideration of agenda items as promptly as practical. All members of the committee shall receive timely notices of each meeting with a statement of the proposed agenda. Meetings shall be scheduled to avoid conflicts with school duties of association representatives.

Request and reasons for subsequent meetings of the negotiation committee shall be made in writing directly to the chairman of the negotiation committee who shall communicate the request and reasons to all concerned and arrange for mutually convenient time and place to complete the discussion of all agenda items as set forth in the organizational meeting.

The minutes of each meeting shall be prepared and made available to the joint negotiation committee for review and appropriate action.

- B. **Reopening Negotiations**--Negotiations may be opened for additional agenda items by mutual consent of the board of education.
  - C. **Assistance**--Consultants may be called upon by either party for advice and information on matters being considered by the joint negotiation committee.
  - D. **Study Committees**--the joint negotiation committee may appoint ad hoc study committees for research, study, and development of reports. Such committees shall report their findings only to the joint negotiation committee.
  - E. **Exchange of Information**--The board and the association agree to cooperate in collecting and sharing such documented information as will assist both parties in developing intelligent, feasible, and constructive proposals.
6. **Agreements:**  
If a tentative settlement is reached by the joint negotiation committee, such representatives shall recommend such settlement to the board of education. The board of education shall as soon as practicable consider the recommendations and take such action, if any, upon them as it deems appropriate.
7. **Conciliation and Mediation:**  
Assistance of a conciliator--either party may call for the selection of one or more conciliators when there has been persistent failure to reach agreement. Alternatives to be considered:

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- A. Conciliator
  - 1. One conciliator may be selected by mutual agreement; or,
  - 2. One conciliator may be selected by each party, and a third conciliator to be selected by the two conciliators.
- B. If agreement is not reached within 15 days or any other mutually agreed upon time limit, either party may appeal to the Commissioner of Labor.
- C. In the case of failure after the full use of conciliation and mediation, it is the responsibility of the board to make a decision in the interest of operating the school system.

8. **Costs:**

The expenses incurred in securing and utilizing the services of a consultant are the responsibility of the party engaging the service. Expenses incurred in securing and utilizing the services of a conciliator (see item 7, A-1) shall be shared equally by the board and the association. Expenses incurred in securing and utilizing the services of three conciliators (see item 7, A-2) shall be paid in the following manner:

- 1. The conciliator selected by the association will be paid by the association.
- 2. The conciliator selected by the board will be paid by the board.
- 3. The expenses incurred in securing and utilizing the services of the conciliator selected by the two designated conciliators shall be shared equally by the board and the association.

9. **Duration:**

This procedural policy shall be effective upon adoption by the board of education and shall continue in effect until changed by action of said board by the amendment process as described in Section 10. The procedures for boards changing existing policies shall apply here (see 2. item C).

10. **Amendment:**

Either party desiring changes to this procedural policy shall notify the other party and the chairman of the joint negotiation committee in writing.

Proposed amendments to the procedural policy shall become agenda items, but will constitute a revision of policy only upon adoption by the board of education.

11. **Severability:**

If any provision of this procedural policy or any application of this procedural policy to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.