

ASBSD / SASD 2026 CONVENTION

Board-Employee Contract Negotiations 101

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ARE YOU A

- 1. SCHOOL BOARD MEMBER ?**
- 2. SUPERINTENDENT ?**
- 3. BUSINESS MANAGER ?**
- 4. OTHER ADMINISTRATOR ?**

FIRST YEAR AS A

BOARD MEMBER, SUPT. OR BUS.MGR ?

**HAVE YOU BEEN AT THE
BARGAINING TABLE BEFORE ??**

**HAVE YOU VIEWED / PARTICIPATED IN A
COLLECTIVE BARGAINING -
NEGOTIATIONS WEBINAR
BEFORE ??**

ASBSD WEBINARS

- 1. Collective Bargaining. 101: Methods of Bargaining and Review of SD Public Employee Collective Bargaining Laws**
- 2. At the Table – Planning, Preparation, Procedure and Strategies**
- 3. Contract Review – Part 1**
- 4. Contract Review – Part 2**
- 5. Post-Legislative Session – Impact on Collective Bargaining**

SESSION OVERVIEW

- 1. Types of Contracts**
- 2. Methods of Negotiations**
- 3. Significant Statutes Dealing With Public
Employee Collective Bargaining**
- 4. Planning for Negotiations**
- 5. Preparing for Negotiations**
- 6. Negotiating at the Table**
- 7. Getting to a New Contract**

EMPLOYEE CONTRACTS

Teachers

Support Staff

Administrators

TEACHER CONTRACTS

- STANDARD TEACHING CONTRACT SIGNED BY THE TEACHER, BOARD PRESIDENT AND BUSINESS MANAGER – EMPLOYED FOR THE SCHOOL YEAR AT AN IDENTIFIED SALARY
- COLLECTIVE BARGAINING AGREEMENT (CBA) / NEGOTIATED AGREEMENT / MASTER CONTRACT – EMPLOYMENT CONDITIONS (LEAVES, INSURANCE, EVALUATIONS, LIQUIDATED DAMAGES, ETC.)
- EMPLOYMENT HANDBOOK – CONSISTENCY WITH THE NEGOTIATED AGREEMENT IS CRITICAL

SUPPORT STAFF CONTRACTS

- **SUPPORT STAFF CONTRACTS ARE OFTEN REFERRED TO AS WORK AGREEMENTS, ETC.**
- **CBA GOVERNS WORKING CONDITIONS IF THERE IS A CBA BETWEEN THE BOARD AND SUPPORT PERSONNEL BARGAINING UNIT.**
- **IF THERE IS NO CBA, THE EMPLOYMENT CONDITIONS GOVERNED BY SCHOOL BOARD POLICIES.**
- **UNLESS A CBA, INDIVIDUAL WORK AGREEMENT OR SCHOOL BOARD POLICY STATES OTHERWISE, SUPPORT STAFF ARE “AT-WILL” EMPLOYEES, WHICH MEANS THE BOARD CAN TERMINATE THE CONTRACT AT ANY TIME, WITH OR WITHOUT CAUSE, AS LONG AS THE REASON IS NOT DISCRIMINATORY.**

ADMINISTRATOR CONTRACTS

- **CBA APPLICABLE IF THERE IS A NEGOTIATED AGREEMENT BETWEEN THE BOARD AND ADMINISTRATOR BARGAINING UNIT.**
 - **IF NO CBA, INDIVIDUAL ADMINISTRATOR CONTRACT SET OUT THE TERMS OF THE EMPLOYMENT RELATIONSHIP.**
 - **IF NO CBA, SCHOOL BOARD POLICY (INCLUDING BOARD APPROVED JOB DESCRIPTION) CAN ALSO GOVERN THE EMPLOYMENT RELATIONSHIP.**
- ** BOARD CANNOT DISCUSS ADMINISTRATOR PAY IN EXECUTIVE SESSION PURSUANT TO SDCL 1-25-2(1) ---- HAVE TO USE SDCL 1-25-2(4) AS THE BASIS FOR GOING INTO EXECUTIVE SESSION.**

TWO NEGOTIATIONS METHODS

—INTEREST BASED NEGOTIATIONS

**—TRADITIONAL VIEWPOINT
NEGOTIATIONS**

INTEREST BASED NEGOTIATIONS

- **Both parties collectively identify problems that need to be resolved and offer (and consider) possible solutions;**
- **The parties work together to solve the identified and agreed upon problems, instead of each party advocating for the acceptance of their own proposed solutions;**
- **The goal is to find a mutually acceptable solution to each problem by working together instead of taking adversarial/competing positions.**

TRADITIONAL VIEWPOINT NEGOTIATIONS

- **The Board and Bargaining Unit separately identify contract provisions each wants to change and develops contract provision proposals for each.**
- **The Board and Bargaining Unit both advocate for the acceptance of their own position on the contract provision being negotiated.**
- **Contract provision proposals and counter-proposals, with rationale, are presented.**
- **Goal - to end up with contract provisions desired by the respective party.**

PRO's and CON's

-- INTEREST-BASED BARGAINING

-- TRADITIONAL BARGAINING

SDCL 3-18-1

**PUBLIC EMPLOYEES HAVE THE RIGHT TO
FORM AND JOIN UNIONS.**

SDCL 3-18-2

**BOTH PARTIES ARE REQUIRED TO
NEGOTIATE IN GOOD FAITH, WHICH
MEANS THERE MUST BE A LEGITIMATE
STATEMENT OF RATIONALE FOR EACH
POSITION TAKEN.**

REQUIREMENT TO NEGOTIATE IN GOOD FAITH

SDCL 3-18-3.1(5) – It is an unfair labor practice for the school board and its representative -- to refuse to negotiate in good faith with the bargaining unit's formal representative.

SDCL 3-18-3.2(4) -- It is an unfair labor practice for the bargaining unit and its representative -- to refuse to negotiate in good faith with the school board's formal representative.

SDCL 3-18-2 AND SDCL 3-18-3

**PUBLIC EMPLOYEE UNIONS HAVE THE RIGHT TO
NEGOTIATE GRIEVANCE PROCEDURES,
CONDITIONS OF EMPLOYMENT, RATES OF PAY
AND HOURS OF EMPLOYMENT.**

**** “HOURS OF EMPLOYMENT” IS NOT THE
SAME AS THE SCHOOL CALENDAR.**

SCOPE OF NEGOTIATIONS

**DO YOU HAVE TO NEGOTIATE
EVERYTHING THE EMPLOYEE
BARGAINING UNIT WANTS
TO DISCUSS (NEGOTIATE) ??**

SCOPE OF NEGOTIATIONS

“Rapid City 3-Part Test”

A subject is negotiable only if

(1) it intimately & directly affects the work & welfare of employees, *and*

(2) it has not been preempted by statute or regulation, *and*

SCOPE OF NEGOTIATIONS

“Rapid City 3-Part Test”

(3) it is on a matter on which negotiations would not significantly interfere with the exercise of inherent management prerogatives pertaining to the determination of governmental policy.

SCOPE OF NEGOTIATIONS PAST PRACTICE

****** Any change in the past practice related to rates of pay, hours of employment , or other conditions of employment, must be negotiated with the recognized employee bargaining unit.**

PLANNING FOR BARGAINING

PLANNING FOR BARGAINING

ROLES AND RESPONSIBILITIES

OF ALL SCHOOL BOARD MEMBERS

PLANNING FOR BARGAINING

BOARD'S NEGOTIATIONS TEAM

- **NUMBER OF TEAM MEMBERS ?**
- **WHO IS ON THE TEAM ?**
- **MEMBER CHARACTERISTICS ?**
- **ROLE AND RESPONSIBILITIES ?**

BOARD TEAM SPOKESPERSON

- **WHO ?**
- **CHARACTERISTICS ?**
- **ROLE AND RESPONSIBILITIES ?**

PLANNING FOR BARGAINING

ADMINISTRATION

- **WHICH ADMINISTRATORS?**
- **ROLES AND RESPONSIBILITIES?**

PREPARING FOR BARGAINING

- REVIEW CURRENT CBA PROVISIONS**
- REVIEW PAST PRACTICE AND COMPARE WITH CBA**
- REVIEW / CONSIDER GROUND RULES FOR BARGAINING**
- DEVELOP / PREPARE CONTRACT PROPOSALS AND RATIONALE**

GROUND RULES

- **Identify desired negotiations ground rules before the exchange of proposals and before the 1st negotiation session.**
- **Negotiations ground rules come from:**
 - **Statutory requirements,**
 - **Informal agreement with bargaining unit,**
 - **Formal agreement within collective bargaining agreement.**

Examples of Common Ground Rules

- **# of Team Members**
- **Team Authority**
- **Meeting Dates**
- **Meeting Length**
- **Caucus**
- **Note Taking**
- **Audio Recording**
- **Open Meetings**
- **Press Releases**
- **Resource People**

STEPS IN THE BARGAINING PROCESS

-- AT THE TABLE

- AGREEMENT ON GROUNDRULES**
- EXCHANGE INITIAL PROPOSALS**
- NEGOTIATING AT THE TABLE, CAUCUSES**
- TENTATIVE AGREEMENT AND AGREEMENT**
- IMPASSE (if no agreement at the table)**

7 STEPS IN THE IMPASSE PROCEDURE:

- (1) LAST BEST OFFER GIVEN (generally given by the Board)**
- (2) REJECTION (by the bargaining unit) OF BOARD's LAST BEST OFFER**
- (3) NOTICE OF IMPASSE (generally given by Board to the bargaining unit)**
- (4) REQUEST TO DEPT. OF LABOR THAT DOLR INTERVENE (generally made by bargaining unit)**
- (5) DOLR CONCILIATION/MEDIATION**
- (6) DOLR FACT-FINDING**
- (7) FINAL CONTRACT**

RIGHT TO ISSUE CONTRACTS BEFORE CONCLUSION OF NEGOTIATIONS PROCESS

- A Board may issue teaching contracts for the next school year before the negotiations process has been completed on the new contract.
- If contracts are issued before the negotiations process on the new contract has been completed, the new contracts offered must be on the same terms and conditions as the current contract.
- The contract is then amended following the conclusion of the negotiations process.

QUESTIONS ???

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