

MASTER CONTRACT

Between the
Elkton Teachers' Association
and the
Elkton Board of Education

2010 – 2011

School District #5-3
Elkton, South Dakota

This agreement, between the School Board of District #5-3, Elkton, South Dakota, and the Elkton Teachers' Association, incorporates a number of understandings, which derive from the parties' mutual beliefs that each pupil is entitled to an education of the highest quality and that the attainment of this objective is dependent upon the quality and morale of the employees.

Article I

RECOGNITION

- 1.1 Pursuant to the provisions of SDCL 3-18, the School Board of School District #5-3, Elkton Public School, Elkton, South Dakota, hereinafter referred to as the “Board”, recognizes the Elkton Teachers’ Association, hereinafter referred to as the “Association”, as the sole and exclusive representative for all regularly employed certification personnel, hereinafter referred to as “employees”, except for the superintendent and principals.
- 1.2 The Board agrees not to negotiate or to consult with any other employees’ organizations or individual certified employee with regard to negotiable items unless a majority of the certified employees petition the Board for recognition.

Article II

EMPLOYEE AND ASSOCIATION RIGHTS

- 2.1 Right of Representation – When an employee is required to appear before the Board or the administration concerning any matter which could adversely affect the employee's employment, the employee's position, or the employee's salary, the employee shall be entitled to have a representative of the Association present.
- 2.2 Personnel File – Each employee shall have the right upon request, to review the contents of said employee's personnel file and to place therein written reactions to any of its contents. The employee shall have the right to make copies of an item in the file and be accompanied by a representative of the Association during the review of the file.
- 2.3 Right to Organize – Employees shall have the right to organize, join, and assist the Association and to participate in collective bargaining with the Board. The Board shall not discriminate against any employee with respect to rates of pay, wages, hours of employment, or other conditions of employment for reason of membership in the Association, participation in concerted activities of the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this agreement.
- 2.4 Dues Deduction – The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization form shall be furnished by the Association. The authorization shall remain in effect from year to year, except that the employee may revoke it in writing between September 1 and September 15 of any year.

Article III

EMPLOYMENT CONDITIONS

- 3.1 School Calendar – The school calendar may be negotiated with the Association. Input from the Association will be sought prior to the administration finalizing the annual calendar and prior to board approval. The association recognizes the administration will have responsibility for developing the annual calendar. See **Appendix C**.
- 3.2 Substituting – Any teacher who substitutes for another teacher shall receive substitute pay except under emergency conditions.
- 3.3 Contract Termination:
- 3.3.1 Contracts may be terminated only by mutual consent of the contracting parties or by the statutory provisions of the laws of South Dakota.
- 3.3.2 If no mutual consent as to termination exist and if the teacher initiates the termination of the contract prior to its terminal date, the school district may withhold from any monies due the teacher or collect from the teacher the sum of \$500 as liquidated damages if such termination occurs before July 1 and \$1,000 before August 1, and the sum of \$1,500 if such terminations occurs after August 1. The amounts herein specified are fair and reasonable damage for breach of contract as provided in SDCL 53-9-5. The assessment of liquidated damages shall not preclude the school district's utilization of provisions of SDCL 13-42-9 on Suspension of Certificate.

Article IV

EMPLOYEE EVALUATION

- 4.1 First and second year teachers, counselors, and librarians shall be evaluated once each semester each school year. Teachers, counselors and librarians in their third year of employment or beyond shall be evaluated once each school year or more if problems exist. The purpose of the evaluation is for improvement of instruction and services.
- 4.2 During the pre-school orientation workshop, the building principal or immediate supervisor shall acquaint each employee under their supervision with the evaluation procedures, standards, and instruments; and the principal or supervisor shall advise each employee as to who will observe and evaluate the employee's performance. No evaluation may take place until such orientation has been completed.
- 4.3 The administrator shall evaluate each employee in writing using the evaluation sheet provided in this agreement as **Appendix D**. Each evaluation shall be preceded by in-class observation of the employee's performance of not less than thirty minutes.
- 4.4 The evaluator shall have a meeting with the employee within two (2) days following each in-class observation and evaluation to discuss the observation/evaluation.
- 4.5 The building principal shall provide the employee with definite, positive assistance to improve the quality of teaching and to eliminate any deficiencies noted in the evaluation.
- 4.6 The employee shall have the right to attach an explanation to any adverse evaluations or other negative materials that are placed within the employee's personnel file. Nothing shall be placed in the personnel file which has not been initialed by the employee to signify knowledge of the document unless the employee refuses to initial and is so noted by the supervisor and a witness.
- 4.7 Tenured employees who will not be re-employed shall be notified in writing and shall be afforded the protections outlined in Article V of this agreement.

Article V

EMPLOYEE TERMINATION

- 5.1 No tenured employee may be dismissed, non-renewed, or otherwise disciplined except for just cause.
- 5.2 Prior to the issuance of a written notice of termination, the appropriate administrator shall have a conference with the employee, including therein a review of the employee's personnel file.
- 5.3 If an employee requests a hearing within seven (7) days after service of the written notice, the procedure regarding such hearing shall be:
- A. A formal hearing before the Board of Education. If requested by the employee, an Association representative may be present at the conference, as the Board may also have counsel.
 - B. An additional hearing may be conducted by an impartial hearing officer appointed by the Division of Labor and Management Relations.
 - 1. The employee shall have the right to attend the hearing, to be represented, to cross-examine witnesses, and to present evidence and witnesses in the employee's defense.
 - 2. The Board or the administration shall not present evidence which was not recorded in the employee's personnel file prior to the notification of the termination.
 - 3. The Hearing Officer shall make a final and binding decision based solely on the evidence presented at the hearing.

Article VI

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

- 6.1 School Year – Salary Schedule – The salary schedules shall be as set forth in **Appendix A**, which is attached to and incorporated into this agreement.
- 6.2 Pay Days – School Not in Session – If a regular pay date during the school term falls on a weekend, employees shall receive their checks on the Friday prior thereto. During the summer, checks shall be mailed so that they will reach employees on the appropriate pay day.
- 6.3 Payroll Installments – Each employee shall be paid on the basis of twelve (12) equal payments.
- 6.4 Pay Days-Specified – Pay days shall be on the twentieth day of each month.
- 6.5 Supplemental Job-Added to Salary Schedule – The supplemental pay schedule shall be as set forth in **Appendix B**, which is attached and incorporated into this agreement. Supplemental jobs are defined as any assignments that are in addition to the normal work schedule.
- 6.6 Insurance Benefits – The Board will provide single coverage per month for the 2010-2011 school year covered in this contract for each employee to apply to the major group insurance of the school district. Any other policies currently held by an employee may be maintained. Insurance policy status will not change before September 1 for the fiscal year, except for marital status change. The Board will pay single dental insurance. If the employee does not request single medical insurance coverage, he/she will have the option to receive full family dental coverage provided monthly by the Board. The Board shall also pay single life insurance for each employee.
- 6.7 Early Retirement – The early retirement policy shall be set forth as outlined in **Appendix E**, which is attached to and incorporated into this agreement.
- 6.8 The Elkton Public School may offer market compensation in hiring of new staff members based on education, experience, and/or market conditions using normal hiring procedures.

Article VII

LEAVES

- 7.1 Sick Leave – Each employee shall be entitled to ten (10) sick leave days per school term without loss of pay. Sick leave shall accumulate to sixty (60) days. Sick leave shall be interpreted to mean personal illness or illness in the family. The employee shall be paid one half the current substitute pay for each unused sick leave day over 60 days.
- 7.2 Personal Leave - The Board shall grant each employee three (3) days of personal business leave without loss of pay. The Board agrees to pay the substitute for the first and second days. A third personal day will be paid by the Board for teachers who have been employed ten or more years by the Elkton School District. The cost of the substitute on the third day for those who have not been employed for ten years in the district is to be paid by the employee. The employee will be paid current substitute pay for each unused personal day.
- 7.3 Parental Leave – Absence due to pregnancy related disability shall be treated as sick leave, with all or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from a pregnancy or childbirth, at the teacher's request, be charged to his/her available sick leave up to three (3) weeks. If additional days are requested from the teacher's accumulated sick leave, the request must be presented to the Board accompanied by a doctor's order.
- 7.4 Leave of Absence – A leave of absence of up to one (1) year without pay may be granted to any employee who has reasonable need for such leave.
- 7.5 Leave Benefits – Any teacher on leave shall be accorded the same benefits to which the employee would have been entitled were the employee regularly employed.
- 7.6 Educational Leave – The Board will allow up to two (2) leaves for educational conferences in the subject area in which the teacher is teaching, if the request is approved by the Board, prior to the conference. Mileage, meals, lodging and the teacher's substitute will be paid by the Board.
- 7.7 Bereavement Leave – The Board shall grant each employee three (3) days per year bereavement leave. If bereavement leave has been utilized, personal leave shall be used next and lastly, any unused sick leave.
- 7.8 Excessive Absence – If a teacher is absent from school for more days than he/she is allowed for sick leave or personal leave, his/her salary will be reduced by the following amount: the total base salary of the teacher will be divided by the number of days in the school calendar to determine the daily rate and multiplied by the number of days that the teacher has been gone from school. Excessive personal leave (over the allowed three days) will not be used unless the administration and/or Board grant prior approval, for special circumstances.

Article VIII

GRIEVANCE PROCEDURE POLICY

Drawn by representatives of the School Board and the teachers of Elkton School District #5-3

1. Definitions

- a. A “grievance” is a complaint by a teacher or group of teachers based upon an alleged violation, misinterpretation, or inequitable application of any existing negotiated policy, rule or regulation of the school district or any of the provisions of this agreement. The absence of or disagreement with exiting policy, ruled, or regulation is not a “grievance” and is subject to annual negotiation under the negotiations policy.
- b. The term “teacher” except where otherwise indicated, is considered to apply to any certificated professional employee not classified as administrative personnel. The term “teacher” may include a group of teachers who are similarly affected by a grievance.
- c. An “aggrieved person” is the person or persons making the claim.
- d. A “party in interest” is the person or persons making the claim and any person or persons who might be required to take action or against who action might be taken in order to resolve the problem.
- e. The term “days” when used in this policy shall, except where otherwise indicated, mean working school days.
- f. Association shall mean any association of teaching employees.
- g. The Board shall mean the Board of Education of the Elkton School District.

II. Principals.

- A. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of the teachers
- B. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriated at the time.
- C. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate representative of the Association at any time

- D. Any certificated employee or group of employees has the right at any time to present any grievance to such persons or Board through such channels as are designated for that purpose.

III. Structure

- a. The Association shall designate a school representative for each school chosen in such a manner as may be determined by the Association.
- b. The Association shall maintain a grievance committee (hereinafter referred to as the “committee”), which may be broadly representative of teaching levels and areas and shall be constituted in such a manner as may be determined by the Association.

The Grievance committee will consist of three teachers:

President of local teachers’ Association

One high school teacher elected by the teachers

One grade school teacher elected by the teachers

IV. Time Limits

- A. 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.
- B. In the event a grievance is filed at such a time that it cannot be processed by the end of the school year, the time limits set forth therein will be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable.
- C. It is required that a teacher file a grievance within thirty (30) days after the alleged violation.

V. Informal Procedures

- A. If a teacher has a grievance, he/she shall first discuss the matter with his/her principal, administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.
- B. If, after such discussion, the teacher is not satisfied with the disposition of the matter, he/she shall have the right to have the Association school representative assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator or supervisor.

VI. Formal Procedures

A. Level One – School Principal

1. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal written grievance to his/her principal.
2. The principal shall within five (5) days render his/her decision and its rationale in writing to the aggrieved person, with a copy to the Association school representative for his/her file.
3. The principal shall keep on file a statistical summary of the number and types of grievances processed.
4. A teacher who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator to whom he/she is directly responsible. Said administrator shall carry out the aforementioned responsibility of the principal.

B. Level Two – Superintendent of Schools

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance in writing, he/she may file the formal written grievance with the Association's committee within three (3) days after the decision at Level One or eight (8) days after the grievance was presented, whichever is sooner.
2. Within ten (10) days after receiving the formal written grievance, the committee shall provide an opportunity for the aggrieved person to meet with the committee for the purpose of reviewing the grievance, and the committee shall give to the aggrieved person a written opinion regarding the merits of the case.
3. Within three (3) days after receiving the committee opinion, or within thirteen (13) days after the grievance was filed with the committee, whichever is sooner, the aggrieved person may file a written appeal with the committee for a hearing by the superintendent of schools. Within two (2) days of its receipt, the committee through its chairperson shall submit such appeal to the superintendent.
4. The superintendent of schools or his/her representative shall act for the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written appeal for a hearing by the superintendent, the superintendent shall meet with the aggrieved person and with representatives of the committee for

the purpose of resolving the grievance. The superintendent shall within three (3) days of the hearing render his/her decision and its rationale in writing to the aggrieved person, with a copy to the committee.

5. Representatives of the Association's committee shall have the right to attend and participate in the meeting of the superintendent with the aggrieved person relating to the grievance presented to the superintendent.

C. Level Three – Board of Education

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at level Two, or if no decision has been rendered within three (3) days after he/she has first met with the superintendent, he/she may file the grievance again with the Association's committee within five (5) days after a decision by the superintendent or (10) days after he/she has first met with the superintendent, whichever is sooner.
2. After receiving such further appeal, the committee through its chairman may refer the grievance to the Board for consideration at its next regular meeting.
3. After receiving the written appeal, the Board may appoint a fact finder to review the grievance and its processing to this point and to report to the Board prior to its meeting with the aggrieved person and with representatives of the committee for the purpose of resolving the grievance. The decision of the Board shall be rendered in writing within five (5) days.

D. Level Four – Arbitration

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or in no decision has been rendered within five (5) days after he/she has first met with the Board, he/she may, within five (5) days after a decision by the Board or ten (10) days after he/she first met with the Board, whichever is sooner, request in writing to the committee and the Association that his/her grievance can be submitted to arbitration.
2. If, after the grievance procedure enacted by the governing body the grievance remains unresolved, it may be appealed to the labor commissioner, who shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the governmental agency, only if so stated by law to be binding.

- E. These procedures shall not be construed so as to prevent any individual on his/her own initiative from exercising the procedural rights accorded an association.

VII. Rights of Participation

- A. No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
- B. All parties in interest may be represented at all levels of the formal grievance procedure by persons of their own choosing.
- C. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure (except at Level Three if the Board elects to go into executive session).

VIII. Miscellaneous

- A. If, in the judgment of the committee, a grievance affects a group or class of teachers, the committee may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall begin at Level Two.
- B. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale. Decisions rendered at Level four shall be in accordance with the procedures set forth in Article VI, Section D.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- D. Forms for filing and processing grievances and other necessary documents shall be prepared by the superintendent and made available through building principals, the Association school representative, and the committee so as to facilitate operation of the grievance procedure.
- E. The sole remedy available to any teacher for any alleged breach of this policy or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any teacher, administrator, or Board of any legal right.

Article IX

NEGOTIATIONS PROCEDURE

- 9.1 Pursuant to SDCL 3-18, the parties agree that their fully designated representatives shall negotiate in good faith with respect to rates of pay, wages, and hours of employment or other conditions of employment. Each party shall select its own representatives. Negotiations shall begin no earlier than February 15.
- 9.2 If agreement is not reached through negotiations, either party may declare to the other in writing that in impasse exists and call for mediation pursuant to SDCL 3-18-8.1
- 9.3 When an impasse has been declared, the Division of Labor and Management shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 9.4 In the event mediation is unsuccessful, either party may request fact-finding pursuant to the provisions of SDCL 60-10-2 and/or 60-10-3. Within five (5) days of the receipt of the written report of the fact-finder, the parties shall meet to discuss implementation of the fact-finder's report.
- 9.5 Ground Rules
- Participants to include representatives of the Elkton School Board and the Elkton Education Association.
 - Participants to name representatives prior to first negotiation meeting.
 - Schedule first negotiation meeting prior to regularly scheduled April School Board Meeting.
 - Time Limit of each meeting to 90 minutes.
 - Agenda/Discussion of Proposal.
 - No audio recording of meeting.
 - No media present or interactions with media by either party during negotiations.
 - Newspaper release: None until all contracts are final.
 - Caucus 20 minutes maximum.
 - Superintendent can be used for answering any questions.
 - SDEA representative can be used for answering any questions.
 - Retirement Discussions every 5 years.
 - If no settlement is reached, contracts will be offered at last year's salary pending negotiation settlement all agreements are tentative until final package is agreed upon and signed.
 - Set a date and location for next meeting.

Article X

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

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 following guidelines will be considered:

1. An effort will be made to effect the reduction through normal attrition. The Education Association will be notified and group recommendations considered if received within 14 days of issuance of the notice.
2. Positions held by persons with less than full certification for their current teaching assignment will be open to a properly certified and experienced continuing contract teacher who has been notified that his or her position has been eliminated and has requested to be considered.
3. If a position of a continuing contract teacher is eliminated due to staff reduction, the Board will determine which continuing contract teacher or teachers are to be released, considering the following criteria, as applicable. The criteria are not in ranking order of importance:
 - a. Student and curriculum needs;
 - b. Prior evaluations;
 - c. Competency;
 - d. Qualifications;
 - e. Certification;
 - f. Experience in the area to be taught;
 - g. Educational background;
 - h. State and federal mandates;
 - i. Administrative recommendation.

The continuing contract teacher who has been notified that his or her position has been eliminated shall notify the Board of any positions for which the teacher wishes to be considered and can establish required qualifications.

The Board will follow the provisions of state law in making staff reductions involving professional staff member on continuing contract status.

RECALL

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. 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 and second

fiscal year subsequent to the lay-off, a vacancy occurs in the grade, subject area, and /or activity for which a laid-off teacher wishes to be considered, an offer of reemployment shall be extended to the teacher, subject only to an updated background check. 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 paragraph 3 of this policy.

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

Article XI

Teacher Work Day

1. Number of Days

Length of Teacher Calendar = 175 days

School/Student Calendar = 173 days

Teacher Workdays:

One day prior to school beginning

One day after school ends

2. Length of Day

The arrival and departure times for teachers shall be as follows:

Elementary	8:00 a.m. 4:00 p.m.
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Jr.-Sr. High School	8:00 a.m. 4:00 p.m.
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3. Arrival and Dismissal Time

On Fridays or on days preceding holidays or vacations, a teacher's workday shall end at the close of the pupil's day.

Lunch Periods

Teachers shall have a daily, uninterrupted, duty-free, lunch period at least as long as the student's lunch period

Teachers may leave the building without permission during their scheduled duty-free lunch periods.

In the event of emergencies or inclement weather the administration may adjust times.

4. In-service Schedule

In-service dates will be noted on the school calendar, **Appendix C**.

Appendix A: Salary Schedule 2010-2011

				BA + 30		
	BA	BA + 10	BA + 20	Or MA	MA + 15	MA + 30
STEPS	\$455 Lanes=\$400.00					
0	28500	28900	29300	29700	30100	30500
1	28955	29355	29755	30155	30555	30955
2	29410	29810	30210	30610	31010	31410
3	29865	30265	30665	31065	31465	31865
4	30320	30720	31120	31520	31920	32320
5	30775	31175	31575	31975	32375	32775
6	31230	31630	32030	32430	32830	33230
7	31685	32085	32485	32885	33285	33685
8	32140	32540	32940	33340	33740	34140
9	32595	32995	33395	33795	34195	34595
10	33050	33450	33850	34250	34650	35050
11		33905	34305	34705	35105	35505
12		34360	34760	35160	35560	35960
13		34815	35215	35615	36015	36415
14			35670	36070	36470	36870
15			36125	36525	36925	37325
16				36980	37380	37780
17					37835	38235
18						38690

Career Step	NONE	0.01	0.0125	0.015	0.0175	0.02
% of Lane Base		289.00	366.25	445.50	455.00	455.00
					capped	capped

Begins when employee reaches bottom of lane.

If a person is on career steps and they obtain enough credits to move to the next lane, they will be moved to the bottom regular step on the next lane and a move one year back per step down on the career steps or they may choose to stay in the same lane and continue the career steps.

(Ex. -BA +10, step 13 Career Step 3 --moves to BA + 20, step 14 Career Step 2).

Part time persons will receive their part-time percentage of the career step salary. (Ex. .5 time will receive 50% of career step.

One career step value will never exceed the increment value.

All credits above a bachelor's degree must be graduate credit or approved by the Board of Education.

All credit above a bachelor's degree must be in a teacher's teaching field.

Appendix B: Extra Duty Schedule

Sports Positions:	2008-09	4%	2009-2010	2010-2011	Appendix B Extra Duty Pay Schedule 2010-2011
Head Football	2599.63	103.99	2703.61	2,757.68	
Ass't Football	1464.60	58.58	1523.19	1,553.65	
Ass't Football	1464.60	58.58	1523.19	1,553.65	
Jr. High Football	938.75	37.55	976.29	995.82	
Head Girls Basketball	3177.35	127.09	3304.44	3,370.53	
Ass't Girls Basketball	1747.92	69.92	1817.84	1,854.20	
Jr High Girls Basketball	1015.15	40.61	1055.76	1,076.88	
Boys Cross Country	809.15	32.37	841.52	858.35	
Girls Cross Country	809.15	32.37	841.52	858.35	
Head Boys Basketball	3177.35	127.09	3304.44	3,370.53	
Ass't Boys Basketball	1747.92	69.92	1817.84	1,854.20	
Jr High Boys Basketball	1015.15	40.61	1055.76	1,076.88	
Head Volleyball	2599.63	103.99	2703.61	2,757.68	
Ass't Volleyball	1464.60	58.58	1523.19	1,553.65	
Jr High Volleyball	938.75	37.55	976.29	995.82	
Boys Track	2020.09	80.80	2100.89	2,142.91	
Ass't Boys Track	1268.35	50.73	1319.08	1,345.46	
Jr High Boys Track	633.13	25.33	658.45	671.62	
Girls Track	2020.09	80.80	2100.89	2,142.91	
Ass't Girls Track	1268.35	50.73	1319.08	1,345.46	
Boys Golf	809.15	32.37	841.52	858.35	
Girls Golf	809.15	32.37	841.52	858.35	
Other Positions:					
Sixth Grade Science Camp	419.27	16.77	436.04	444.76	
Pep Band	2599.63	103.99	2703.61	2,757.68	
X-Vocal Duties	1862.57	74.50	1937.07	1,975.81	
Jr. Class Advisor (partial)	346.31	13.85	540.25	551.06	
Jr. Class Advisor (partial)	346.31	13.85	540.25	551.06	
Jr. Class Advisor (partial)	116.47	4.66	121.13	123.55	
Year Book	1266.49	50.66	1317.15	1,343.49	
FCCLA/FFA	1157.25	46.29	1203.54	1,227.61	
Cheerleading Advisor	904.15	36.17	940.31	959.12	
Variety Show Director	324.64	12.99	337.62	344.37	
Summer Band	959.21	38.37	997.58	1,017.53	
Student Council	720.30	28.81	749.11	764.09	
Speech	2020.09	80.80	2100.89	2,142.91	
Destination Imagination (splits)	2705.30	108.21	2813.51	2,869.78	
Concession Stand	300.00	12.00	312	318.24	
Festival Voices	250.77	10.03	260.81	266.03	

Appendix C: Elkton Public School 2010-2011 School Calendar

JULY 2010						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**September 6 – Labor Day –
No School**

SEPTEMBER 2010						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

AUGUST 2010						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 23 – Teacher Workday

August 24 – First Day of School

OCTOBER 2010						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October 11 – Columbus Day –
No School

October 26 – End of the First Quarter – 44 Days

November 1 – Parent Teacher Conferences

November 5 – No School

November 25 – Thanksgiving
– No School

November 26 – Thanksgiving
Vacation – No School

NOVEMBER 2010						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER 2010						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December 23, 24, 27, 28, 29,
30, 31, & Jan. 3 – Christmas
Vacation – No School

**January 4 – School Resumes –
1st Make-Up Snow Day**

January 10 – End of the 2nd
Quarter – 43 Days/Semester
87 Days

January 17 – Martin Luther King Jr. Day – No School – 2nd Make-Up Snow Day

JANUARY 2011						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2011						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

**February 21 – President's Day
– No School – 3rd Make-Up
Snow Day**

March 14 – End of the 3rd Quarter – 43 Days

March 24 – Parent Teacher Conferences

March 25 – No School

MARCH 2011						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2011						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**April 21 – No School – 4th
Make-Up Snow Day**

April 22 – Good Friday – No School

April 25 – Easter Monday – No School

May 18 – End of the 4th
Quarter & 2nd Semester – 43
Days/86 Days

May 22 – Graduation

**May 19 – No School – Region
Track - 5th Make-Up Snow
Day**

May 20 – Teacher Workday

MAY 2011						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2011						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

175 Day Contract/Calendar

173 Student Contact Days

2 Teacher Workdays

Appendix D: Teacher Evaluation

Summary of Instructional Observation

Teacher: **Pre Conference Date:**

Class: **Date(s) Observed:**

Observer: Brian Jandahl **Post Conference Date:**

Interpersonal Skills

Demonstrates communication skills

Demonstrates ethic awareness.

Maintains rapport with:

Students

Teachers

Administrators

Parents

Demonstrates fairness and consistency.

Comments:

Knowledge of Content and Curriculum

Recognizes, plans, and provides for unique needs of students.

Stimulates thought and interest.

Administers and uses appropriated assessment instruments.

Demonstrates proficiency in subject area(s).

Comments:

Instructional Skills and Technique

Selects appropriate learning activities.

Makes use of technology and library.

Utilizes different instructional strategies.

Designs and uses appropriate questions to elicit student responses.

Demonstrates relevancy of assignment.

Demonstrates ability to utilize different resources for achieving objectives.

Comments:

Management of Classroom or Instructional Area

Maintains appropriate classroom discipline.

Establishes and maintains an appropriate record keeping system.

Maintains a neat, attractive, and safe instructional area.

Comments:

Professional Growth

Continues efforts toward professional improvement.

Shares and seeks knowledge willingly.

Dresses in an appropriate manner.

Comments:

Statement by Evaluator

Statement by Evaluatee

Employee Recommendation

_____ Recommended for continued employment.

_____ Recommended for continued employment with conditions.

_____ Not recommended for continued employment.

If “recommended for continued employment with conditions” is checked, evaluator must state what assistance for improving deficiencies will be provided.

If “not recommended for continued employment” is checked, the evaluator must state what assistance for improving deficiencies has been provided and also must provide notice in compliance with all provisions of SDCL 12-34-9.1.

Brian Jandahl
Elkton School Principal

Date

By signing this document it does not mean that I agree with everything as stated but I have discussed the information contained in the document with my principal and I was given an opportunity to ask questions about its content.

Teacher

Date

Appendix E: Early Retirement

- A. Certified employees of the school district who find it necessary or desirable to retire early from employment with the district may elect to take early retirement under the terms and conditions set forth in this policy. Early retirement is entirely voluntary and at the discretion of the employee.
- B. Eligibility: An employee is eligible for early retirement if such employee:
1. is not less than 55 years of age by August following the last year of employment and not over 61 by January of the last year of employment.
 2. has 15 years or more employment with the school district.
- C. Upon providing written notice to the superintendent of schools on or prior to March 1 of the year in which early retirement from the employ of the school district is to commence, the eligible employee shall be paid the following benefits:
1. The product of the employees total years of employment with the district multiplied by \$275* (lump sum) plus
 2. The product of all accumulated sick days multiplied by $\frac{1}{2}$ the current amount of substitute pay (lump sum) plus
 3. The product of \$250.00 per month for each and every month until said employee reaches the age of 63 for the 2007-08 & 2008-09 years, age 64 for the 2009-10 & 2010-11 years, and age 65 for the 2011-12 year, payable in biannual payments. The first of the biannual payments shall be payable on the first regularly scheduled payday of July in the school year after the effective retirement date. Subsequent biannual payments shall be payable on the regularly scheduled payday every six months following until the employee reaches age 63 (starting in 2007), age 64 (starting in 2009), and age 65 (starting in 2011).
 4. A certified employee who elects early retirement may remain in the medical insurance group, the dental insurance group, and the life insurance group, until age 65, but will assume the entire payment of the insurance premium(s).
- D. Should the employee who elects to receive the benefits contained herein die before receiving all such benefits, the school district shall pay the full remaining amount to the estate within one calendar year.
- E. Due to district limitations, those eligible who apply for early retirement the earliest will be considered first.

*negotiable every five years, or if Medicare age changes
(Approved May 2007)

Insert Negotiations Agreement page w/ signatures here

May 12th, 2010
Teachers/School Board Negotiators
Proposal for 2010 – 2011 Contract Year

1. Salary schedule steps will remain @ \$455, no increase.
2. Salary schedule lanes will remain @ \$400, no increase.
3. \$500 on base salary.
4. Faculty may take a step for experience, and a lane if they have earned the educational credits necessary.
5. Single Medical & Single Dental insurance premiums will be paid by the district.
6. Re-phrase any part(s) in the contract that refer to Appendix B as “Appendix B” and/or the “Extra-Duty Pay Schedule”, remove “Co-Curricular”.
7. A staff member may not re-negotiate an Extra-Duty contract during the negotiated year, unless the board adds extra time and/or duties to an Extra-Duty pay schedule.
8. Appendix B; will correctly reflect only the Extra-Duties for the current year as numerous duties are listed and some are not being paid or fulfilled.
9. In the event that the state does restore some level of additional funding for school districts during the 2010-11 school year, the Elkton School District and the Elkton Education Association will reopen negotiations solely on the issue of salary for the purpose of bargaining the disposition of the new funds by allocating a portion of them to improving the salary base.”

10. Extra-Duty Salaries will be collaboratively revised and set to a percentage of base salary reflecting years of experience by the professional in that position. A task force shall be made up of a moderator, the principal; two board members; the athletic director; an athletic coach; a fine arts advisor; a student group advisor; and a non-extra duty staff member. These individuals shall meet on the following dates in 2010: May 19, May 26, June 2, and June 9. May 12 survey and initial questions shall be noted. This schedule will be developed and proposed to the school board on June 14th during the regular school board meeting. Pending approval, the schedule will be placed in effect for the 2010-2011 school year. If not approved the schedule will increase by 2% for 2010-2011.

Agreed to on: 5/12/2010

Elkton School Board Negotiators:

Tim Bauer Tim P. Bauer

Doug Kampmann Doug Kampmann

Elkton Education Association Negotiators:

Steve Erickson Steve Erickson

Rebecca Beuckens Rebecca Beuckens

Dan Robbins Daniel Robbins