

# **NEGOTIATED AGREEMENT**

**Parkston School District #33-3  
Board of Education**

**and**

**Parkston Education Association**

**2024-25**

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## **Negotiated Agreement**

The purpose of this document is to present items relative to the terms of employment between the teaching staff and the Board of Education in the Parkston School District for the current contract year. Included are rates of pay, wages, and hours of employment or other conditions of employment as they relate to members of the bargaining unit represented by the Parkston Education Association.

## **Personnel Records**

Each teacher shall have the right, upon written request, to review the contents of his/her own personnel file in the presence of a witness, except that all confidential materials supplied by the outside agencies concerning an original employment may be removed from the file and shall not be subject to review by the teacher. The teacher may request a third party to accompany him/her in such review.

## **Assignment, Reassignment and Transfer**

Instructional personnel will normally be assigned initially by the Superintendent or principal to positions for which their preparation, certification, experience, and aptitude fit them. They may not be assigned, except temporarily, outside the scope of their teaching certificates or their major or minor fields of study.

### **Reassignment and Transfer**

Any vacancy which occurs in the school district shall be posted by e-mail throughout the school district's system. Current staff may apply before opening this position outside the school. Internal applicants have one week from the date of the email posting of the vacant position to submit their name for consideration of reassignment.

The Board reserves the right to reassign and transfer personnel to other positions for the betterment of the school system when conditions such as the following exist:

1. Increases or decreases of enrollment in various grades and classes
2. Opening of new buildings or closing of old ones
2. Changes in organization of the school system
3. Addition or elimination of an educational service
4. Vacancies created by promotions, leaves of absences, death, retirement resignation and the like

The Board will receive and act upon recommendations for personnel reassignment and transfer in the light of each individual's qualifications for the position, including certification and length of service in the school system.

Whether or not a person is qualified for a proposed position will depend upon:

1. His/her potential for contributing to the program needs of the school or department
2. His/her potential for contributing to the co-curricular activities of a school
3. His/her success in previous assignments
4. Length of time since his/her last transfer
5. His/her certification for the position

### **Involuntary Transfers**

The Board may make all transfers of personnel which it deems necessary.

1. Written notice of transfer is given to the person or persons affected
2. Reasons for transfer are given in writing if requested by the person or persons involved
3. Opportunity to meet with the Superintendent or his/her representative is given to discuss the transfer

Decisions of the Board on transfers and the necessity therefore are final and not subject to the grievance procedure.

## **Duties of Teachers**

Recognizing that the professional tasks of teachers involves considerably more time and effort than that devoted to actual class instruction and recognizing that all instructional personnel must work together and are the key to a successful educational experience for all students, the following partial list of regulations regarding specific duties of teachers will be adhered to:

1. All teachers will be on duty by 8:00 AM and in their assigned room. (with the exception of Item #5)
2. All teachers will supervise hallways during the passing of classes.
3. Other supervisory duties will be assigned by the building principals i.e. study halls, supervision at assemblies, bus duty, etc.
4. All teachers will be expected to supervise students leaving the buildings and will be in their assigned rooms until (3:30) PM to confer with students. (Teachers with co-curricular duties at certain times of the school term will be exempt from this regulation so that they might supervise their assigned activity).
5. So that all staff may attend building staff -meetings, these meetings will be called by the principal at (7:40) or as needed.

## **Probation and Evaluation**

The Board recognizes that the teaching process is an extremely complex one, and that the appraisal of this process is a difficult and technical function. But, because it is universally accepted that good teaching is the most important element in a sound educational program, teacher appraisal must be done.

Appraisal of teaching services should serve three purposes:

1. To aid the individual teacher to grow professionally
2. To raise the standards of the teaching profession as a whole
3. To raise the quality of instruction and educational services to the children of our community.

Therefore, the Board delegates to the administration along with certified staff the responsibilities of developing, organizing and implementing a system-wide program for evaluating the instructional process as a means to ensure quality control of instruction. The Board shall adopt the evaluation instrument on the recommendation of the Superintendent.

## **Objectives**

The evaluation program strives to accomplish the following objectives:

1. Establish cooperative work and communicative relationships between evaluated teachers and administrator.
2. Specify performance expectations for certified staff.
3. Establish both short and long term work goals.
4. Establish priority for the mutually agreed upon goals of performance.

5. Assess results of job performance by means of either the assigned self-appraisal by the evaluated teacher and/or formal evaluation by the administrator.
6. Establish appropriate follow-up actions needed by implementing a formal plan for improvement.
7. Establish and maintain records of monitoring and evaluation visitations, follow-up conferences and other evaluated teacher-administrator procedures and supporting documents.

## **Evaluation of Professional Staff**

Pursuant to SDCL 13-42-34. Any public school district seeking state accreditation shall evaluate the performance of each certified teacher in years one through three not less than annually, and each certified teacher in the fourth contract year or beyond, not less than every other year by administrators.

The Parkston School District will utilize the model system for teacher evaluation that was created by the South Dakota's Commission on Teaching and Learning. This teacher evaluation model includes a focus on professional practices and a focus on student growth. The Parkston School District shall adopt procedures for evaluating the performance of certified teachers employed by the school district that:

1. Are based on the minimum professional performance standards established by the Board of Education pursuant to § 13-42-33.
2. Require multiple measures: to include Student Learning Objectives approved by principals. 10 Artifact submissions from Domains 1-4 of the Teacher Framework, and 8 standards from Domains 2 and 4 of the Teacher Framework along with their components. Standards of evaluation may be considered, evaluated, and discussed yearly as needed. Action to initiate change and supported with reasons and rationales for such change may come from either administration or certified staff
3. Serve as the basis for programs to increase professional growth and development of certified teachers.
4. Include a plan of assistance for any certified teacher, who is in the fourth or subsequent year of teaching, and whose performance does not meet the school district's identified teacher standards.

### **Observation Expectations:**

Probationary Teachers: Certified Staff in years one (1) through three (3) of continuous employment:

- Two (2) formal observations of professional practice per year; One (1) per semester.
- Four (4) informal observations/walkthroughs per year

Non-Probationary Teachers: Certified Staff in their fourth contract and beyond:

One (1) formal observation of professional practice per year alternating with the Professional Growth Plan every other year. Administration has the authority to assign a formal evaluation cycle in lieu of the PGP for non-probationary teacher as the administration deems necessary based on current performance concerns. The Professional Growth Plan shall be defined as goals designed to enhance teacher performance and improve the classroom environment.

### **Professional Growth Plan**

- The principal and staff members whose assigned evaluation cycle is a PGP shall mutually agree upon the content and goals of the PGP by the end of the 1<sup>st</sup> quarter of the school year. The goal(s) will be written and aligned with the following criteria: descriptions of the goal, how it will

be administered, progress monitoring including a time frame, and an explanation of how this goal will improve the students' learning. The goal should be specific, reasonable, attainable, and measureable within the designated time frame.

- On or before January 15, a midterm conference will be held to discuss progress toward the Professional Growth Plan.
- All Professional Growth Plans shall be completed and summative conference/evaluation by the principal and staff member shall be held on or before April 10<sup>th</sup>.
- Four (4) informal/walkthrough observations per year. Upon request, teachers will be allowed to retain their written evaluation for 5 school days before signing and returning to the administrator.

Each certified staff shall have the right to review their own past and present evaluation documentation placed in their personnel file. In the event of the certified staff members non-agreement with administration documentation or evaluation results they shall have the opportunity to prepare a demurral/rebuttal statement signed by the teacher placed in their personnel file. The administrator shall review and attach the demurral/rebuttal statement to the evaluation file.

### **Professional Growth**

The School Board encourages certified staff to participate in their professional organizations, to attend professional meeting, workshops, webinars, and classes during summers, and participate in educational learning experiences that would be an over-all benefit to the District's educational program. All out of district learning experiences must receive prior approval from administration before the district will assist with costs associated with identified learning experiences, such as, registration fee, transportation, lodging, and meals, and will be granted on a case by case basis as district finances will allow. Learning experiences that take place in the course of the school year will be counted as professional leave days.

Professional leave may be used by an employee, upon approval by the administration, to act as a judge or official for a local, district, regional, state or national event and reported to the Board.

## **Non-Reemployment: Certified Personnel**

### **Administrative Leave of Absence**

In the event a certified staff member's oath and compliance with the Teacher's Code of Ethics and/or School Board policy is being called into question the staff member will be assigned to a temporary leave of absence with pay to allow administration the time necessary to investigate the matter. At the conclusion of such an investigation where either no violation or a violation of the Code of Ethics or district policy has been determined the certified staff member will either be reinstated and/or notified of their continued suspension status until which point the investigative and due process procedures according to district policy have been fully administered.



## **Suspension**

In the event a certified staff member has been determined to have violated the Teacher Code of Ethics and/or District policy the staff member will be suspended without pay, pending an executive session hearing before the Board and a decision regarding further employment. The employee is entitled to due process rights per district policy.

If the event through the board hearing and due process procedures that no violation of the Code of Ethics or District policy occurred the certified staff shall receive back pay for the period of the assigned suspension without pay.

Procedures for the dismissal of certificated employees are governed by law, and all actions of the Board, as well as the rights and privileges of employees, are clearly identified in the statute.

In the event of civil or criminal litigation the welfare of the students shall be the main criteria on which continued employment is based.

## **Separation from District (Retirement and Resignation)**

Certified Staff who for any reason who intend to leave district employment by submitting a letter of resignation or retirement are encouraged to indicate their plans to the superintendent of schools as early in the school year as possible. Resignations for reasons other than “just cause” become effective at the end of the school year in which they are submitted.

All resignations to become effective earlier than at the end of the school year require a release by the Board and will be considered on an individual basis. All resignations from certified staff are to be submitted to the superintendent.

If an employee notifies the Administration and/or the Business Manager in writing accompanied by a letter of resignation, on or before January 1 of their retirement or resignation, there will be a \$250.00 bonus to be paid upon board action on the resignation at its January meeting.

It is understood that any resignation accepted by the Board of District #33-3 or their representative provides that the certified staff member waives any and all rights under the continuing contract law of South Dakota.

## **Reduction in Force**

In the event that administration and the school board determines that the general fund budget is in need of reducing expenditures by way of Reduction of Force of certified FTE's within the district, the following procedure will be utilized:

1. The administration and school board will communicate the necessity for reduction in force confronting the district to all certified staff in a timely manner. This is to allow the Parkston Education Association a reasonable opportunity, not to exceed 8 calendar days from the date of communication, to present possible alternatives such as early retirement, normal attrition, part time contract, substitute teaching, and/or other alternatives which could accomplish the

same goals. It shall be understood that the administration and school board shall not be bound by Parkston Education Association recommendations.

2. Positions (FTE's) held by current staff not fully certified in their current teaching role/assignment will be identified as positions (FTE's) for possible reassignment if the assignment is vital to the district's mission. These assigned positions will be made available for all certified staff with continuing contract status who are fully certified and have been notified that their position has been identified for elimination due to reduction in force measures.
3. If a position (FTE) of a certified staff is terminated due to Reduction in Force, the administration and the Board will determine which positions (FTE's) (s) are to be identified for elimination using the following criteria, as applicable. This criterion listed is not in any order of priority consideration.
  - a. Student Needs
  - b. Financial Condition of the district
  - c. Certification
  - d. Qualifications
  - e. Longevity
  - f. Federal mandates
  - g. Recommendations of the administration
  - h. Evaluation
  - i. Educational Background
4. In making staff reductions involving certified staff members with continuing contract status, the Board will follow the provisions of state law.

## **Recall**

All notifications of reduction in force will be pursuant to state law. The effective date of the reduction in force shall be June 30 of the school district's current fiscal year.

If a vacancy occurs for which certified staff by RIF measures, meets the vacancy certification occurs during the first or second fiscal year subsequent to the RIF measure, re-employment shall be extended to the certified staff in reverse order in which certified staff were reduced. In the event that more than one certified staff member has the same recall date and has the same certification for the open position, the board, in the selection process, may consider the recommendation of administrative staff.

A recalled certified staff member shall retain:

- 1) Their salary at the time of the reduction in force decision not to include the time spent on lay off
- 2) Previously accumulated sick leave benefits.

Notice of recall shall be sent by certified mail to the last known address furnished by the staff member. The timeframe notice of recall sent shall commence on the date the return receipt of "certified by mail" notification is sent and will be in effect for 15 calendar days.

Recall privileges cease when a certified staff member resigns.

Recall privileges cease, if upon recall notice, the staff member fails to respond within fifteen calendar days of the date of the mailing of the notice.

Recall privileges will not apply to certified staff member who were subjected to reduction in force measures and are currently under contract with another school district unless the recall is for a position for the school year immediately following the reduction in force school year.

## **Using Current Certified Staff as Substitute Teachers**

Certified Teachers in the 6-12 will be paid at the rate of **\$12.00 per 40-minutes block and \$24.00 per 80 minute block** when acting as a substitute for another teacher's assigned responsibilities while doing so during their scheduled/designated preparation period.

Certified Teachers in the PK-5 will be paid at the rate of **\$3.00 per 10-minute block** when acting as a substitute for another teacher's assigned responsibilities while doing so during their scheduled/designated preparation period.

## **Non-Contracted Hours Compensation**

Non-Contracted Hour Compensation for certified staff will receive \$30.00 per hour for summer school and committee work when the administration requires the teacher's attendance. Certified Staff will be compensated \$20 per hour for after school program supervision when the administration requires certified staff attendance. Pending the funding source, the board holds the right to pay a higher rate than indicated.

## **Lunchroom Duty**

Elementary Lunchroom Duty: Certified Staff assigned to the duty will be compensated **\$10.00** per lunch period.

## **Physical Plant and Resource Access Afforded to Staff:**

The Parkston Education Association recognized by the Board may have the right to:

1. Use school buildings at all reasonable hours for meetings, job duties, and access to job related resources. Notification of use of facilities and resources are expected to be communicated to administration in a timely manner.
2. Use school resources necessary to perform expected duties, however No Resources, outside of those normally used in the staff's day to day job performance, shall be removed from school property without prior approval from administration. The Parkston Education Association and individual members of the organization will pay for resources identified and agreed upon by administration in the event said resources become damaged, loss, misplaced, or stolen.

## **Negotiations**

The Board hereby recognizes the Parkston Education Association (PEA) as the exclusive bargaining unit for all professional teachers, counselors, and librarians who have current state certification status and are employed by the Parkston School District. During the negotiations process the Parkston Education Association committee, and/or the Board negotiation committee shall present make proposals and counter-proposals and support such proposals with relevant data, reasons, and rationale at the initial negotiation meeting. The Board shall make available to the Parkston Education Association for inspection at reasonable times, information that is relevant to the negotiation process and is also data available to the public and the Parkston Education Association shall do likewise. Neither party in any negotiation process or setting shall have any control over the selection of the negotiating committee representatives of the other party. Notice is required to be given to the opposite party with respect to any provision of the Board/PEA negotiated agreement and may do so via face to face, email, letter, or scanned/fax document.

# Grievance Procedure Policy

## Definitions

- A. The term "grievance" means a complaint by a teacher or a group of teachers based on an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies or rules of the state of South Dakota or the board, as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, ordinance, policy or rule is not a "grievance" and is not subject to this 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 whom action might be taken in order to resolve the problem.
- E. The term "days" when in this policy shall, except where otherwise indicated, means working school days.
- F. "Association" shall mean the Parkston Education Association
- G. "The Board" shall mean the Board of Education of the Parkston School District.

## Principles

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem which may arise affecting the welfare or working conditions of teachers.
- B. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any member of the administration or with any representative of the Association at any time.
- D. Any certificated employee or group of employees has the right at any time to present a grievance to administration or Board through such channels that are designated for that purpose.
- E. Forms for filing a grievance shall be included in the negotiated agreement so as to facilitate the grievance procedure.

## 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 limit specified may, however, be extended by mutual agreement in writing.
- B. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein may 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. The grievant(s) shall begin informal grievance procedures within 20 days after the grievant knew, or should have known, of the alleged action giving rise to the grievance.

## Informal Procedures

If a teacher has a grievance, he/she should 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. The teacher may pursue the matter with other administrators or supervisors if dissatisfied with the immediate supervisor's disposition. Association representatives may assist in his/her efforts to resolve the problem at all levels of the grievance procedure.

## Formal Procedures

1. **IMMEDIATE SUPERVISOR.** 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 within 15 days of initiating informal procedures. The principal shall within five (5) days render his/her decision and its rationale in writing to the aggrieved person.
2. **SUPERINTENDENT OF SCHOOLS.** If the grievance is not resolved by the immediate supervisor, the grievant(s) or association may refer the grievance to the Superintendent within five (5) days of the immediate supervisor's written disposition of the grievance. The Superintendent shall arrange with the grievant for a meeting to take place as soon as possible, but not later than five (5) days after receipt of said disposition. Within five (5) days after the meeting, the grievant/association shall be provided with the Superintendent's written response, including reasons for the decision.
3. **SCHOOL BOARD.** Within five (5) days after receipt of the above disposition, the grievant may, if the grievance remains unsolved, appeal to the School Board. The Board shall hold a formal hearing with the grievant/association within ten (10) days or at the next Board meeting, at the discretion of the Board. It is the responsibility of the School Board president to notify the grievant/association of the hearing date and time. The Board shall serve a written disposition of the matter on the party or parties and the association within five (5) days after the hearing.
4. If the grievant(s) or association is not satisfied with the disposition of his/her grievance at level 3, the aggrieved person may within thirty (30) days of receiving the decision at Level 3, appeal to the Dept. of Labor.

## Rights of Participation

When a certified staff member is not represented by the Parkston Education Association (PEA), the Parkston Education Association (PEA) shall have the right to be present and to state its views at all stages of the procedure if they so choose.

## Class Grievance

If a grievance affects a group of teachers, the grievant(s) and/or the Parkston Education Association may begin the grievance process at level 2.

## **Waiver of Steps**

In the event that the grievance remedy is beyond the power of the immediate supervisor to grant, the grievance may be initially filed at level 2 or 3, whichever is the lowest level with the power to make a decision with respect to the grievance.

## **Grievance Withdrawal**

A grievance may be withdrawn at any level without establishing precedent.

## **REPLY TO LEVEL ONE GRIEVANCE**

Date of reply sent to aggrieved person: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF PRESENTATION OF GRIEVANCE TO PRINCIPAL:

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DECISION OF PRINCIPAL:

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SIGNED: \_\_\_\_\_

(Aggrieved Person)



**REQUEST FOR SETTLEMENT OF GRIEVANCE (LEVEL TWO)**

(Copies of request for settlement of grievance Level One and reply must be attached)

DATE OF PRESENTATION TO SUPERINTENDENT: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF REPLY TO LEVEL ONE GRIEVANCE: \_\_\_\_\_

STATE REASONS FOR SUBMISSION OF GRIEVANCE TO LEVEL TWO:

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SETTLEMENT REQUESTED:

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SIGNED: \_\_\_\_\_

(Aggrieved Person)

## REPLY TO LEVEL TWO GRIEVANCE

(Copies of request for settlement of grievance Level One and reply must be attached)

DATE OF REPLY SENT TO AGGRIEVED PERSON: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF SUBMISSION OF GRIEVANCE TO SUPERINTENDENT: \_\_\_\_\_

DECISION OF SUPERINTENDENT:

[illegible]

SIGNED: \_\_\_\_\_

(Superintendent)

## **REQUEST FOR SETTLEMENT OF GRIEVANCE (LEVEL THREE)**

(Copies of request for settlement of grievance Level One and reply must be attached)

DATE OF SUBMISSION TO BUSINESS MANAGER: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF REPLY OF SUPERINTENDENT TO LEVEL TWO GRIEVANCE:

\_\_\_\_\_

STATE REASONS FOR SUBMISSION OF GRIEVANCE TO LEVEL THREE:

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SETTLEMENT REQUESTED:

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SIGNED: \_\_\_\_\_

(Aggrieved Person)

## REPLY TO LEVEL THREE GRIEVANCE

DATE OF REPLY SENT TO AGGRIEVED PERSON: \_\_\_\_\_

NAME OF AGGRIEVED PERSON: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF SUBMISSION OF GRIEVANCE TO BUSINESS MANAGER (LEVEL THREE):

DATE OF HEARING WITH SCHOOL BOARD: \_\_\_\_\_

DECISION OF SCHOOL BOARD:

This image shows a single sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SIGNED: \_\_\_\_\_

(PRESIDENT OF SCHOOL BOARD)

# Complaint Procedure

## Purpose

This procedure is designed to provide a process for handling such problems that cannot be solved in an informal manner. Efforts will be made to solve problems informally.

1. Complaints that cannot be solved informally, regarding the performance or misconduct of any employee will be handled according to the following policy. Anyone approached with a complaint will inform the person(s) making the complaint of the proper method for registering the complaint. After informal efforts have been exhausted, complaints not filed following the policy will not be acted upon nor will they be recorded or given any other official recognition.
2. Complaints will be in writing and signed by the party making the complaint. The complaint will specify the person(s) involved, details of the alleged misconduct or reason for the complaint and supply any supportive evidence.
3. Formal complaints must be filed within 20 school days after the date of the alleged misconduct or reason for the complaint.

## Procedure

1. Formal complaints against school personnel will be made by completing "Complaint Form A" and filed through the immediate supervisor of the person being complained against.
2. Upon receipt of a signed complaint against any school employee, the immediate supervisor of the person being complained against will meet privately with the employee and will provide the employee with a copy of the complaint and discuss the complaint. The employee will provide a response/rebuttal to the complaint by completing "Complaint Form B" which will be attached to the complaint and provided to the person making the complaint.
3. If the immediate supervisor feels the complaint is grounds for further action or if the complaint is to be made part of the employee's record, the employee must be informed of this in writing. An employee so notified has the right to request a meeting with the administration and the complaining party. Both parties have the right to be accompanied by a representative of the local association or other person of their choice.
4. The complaining party also has the right to request a meeting with the administration and the person being complained against. Both parties have the right to be accompanied by a representative of the local association or other person of their choice.
5. Any record or recommendation as a result of the complaint will be supplied to the employee only. The complaining party does not have the right to know what record or recommendations were made regarding the complaint.
6. Before the employee may be disciplined or reprimanded by the board or administration, the employee will be entitled to a hearing before the board and to confront the person bringing the complaint's; he/she has the right to cross examine the person bringing the complaint and offer rebuttal evidence to the complaint. He/she shall also have a right to have a representative present and the complaining party will also have the right to have a representative present and specify the reasons for a complaint

**Complaint Form “A”**

Date: \_\_\_\_\_

Name and Address of Person Making Complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Action Causing Complaint: \_\_\_\_\_

Name of Person(s) Being Complained Against: \_\_\_\_\_  
\_\_\_\_\_

Complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attached another sheet if necessary)

Supportive Evidence or Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attached another sheet if necessary)

\_\_\_\_\_  
(Signature of Person Making Complaint)

## Complaint Form "B"

Date: \_\_\_\_\_

Date contacted about the complaint: \_\_\_\_\_

Response to complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach another sheet if necessary)

Supportive evidence or witnesses: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach copies of materials if necessary)

Recommendation

\_\_\_\_\_ I recommend no record or further action be taken

\_\_\_\_\_ I recommend a record be kept but no further action be taken regarding this complaint

\_\_\_\_\_ I recommend the following action be taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Principal or Superintendent)

I have been informed of the complaint, have been given an opportunity to respond and have been informed of the above recommendation.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Salary Guides

The Board believes that all certified staff, advisors, and assigned supervisors, are professional employees who should be adequately compensated commensurate with the certifications retained, maintained, and expected of their assigned position.

It is the Board's intent to provide: A broad salary range for all certified staff, advisors, and assigned supervisors to permit adequate compensation commensurate with their assigned responsibility.

The Board reserves the right to deviate from the hiring schedule as it deems necessary to secure the staff required/expected in order to retain the basic integrity and human resources necessary for the academic programs essential to the operation of the Parkston School District. The Parkston Education Association (PEA) will be notified via email when this occurs.

### Salary 24-25

\$2,400.00 flat raise for all certified staff.

\$2,200.00 to the base of the hiring schedule increasing the base pay for a first year teacher to \$47,150.00.

A five year rotating schedule from a flat dollar amount to a percent amount for salary raises will be implemented. The board reserves the right to deviate from such an approach only if the state aid formula to education prohibits the district from financially implementing such an approach. This approach will be re-evaluated after five years.

24-25 – Flat raise

25-26 – Percent raise

26-27 – Flat raise

27-28 – Percent raise

28-29 – Flat raise

### Initial Salary Determination

The initial salary determination of a certified staff member shall be a matter between that certified staff and the administration and school board. When at all possible, the administration and the board will place teachers at the same salary as teachers employed by the district who have the same experience and education. The maximum years of experience allowed for consideration when hiring new staff to the district will be 10 years.

When it is not possible to place a teacher as stated above, due to the fact that there is not a teacher employed with that specific experience and education within the school district, the teacher will be hired with a salary that would be commensurate with certified staff that are in years of employment that are as close as possible should there have been a teacher with that experience and education.



The District reserves the right to place the teacher at any experience level that is acceptable to the administration, board, and certified staff member.

However, placement beyond actual years of experience shall only be permitted for initial employment by the District.

Certified Staff may not be placed beyond their current post-secondary degree attainment for employment purposes.

## **Salary Checks and Deductions**

Employees may request that the school district business office withhold deductions from their checks for organizational dues, annuities, etc. All deductions requests must be in the business office on or before either September 1 or January 1. (No new company/vendor where salary and benefits are directed from certified staff member pay will be started in the district unless, a minimum of 10% of the district's employees align or make use of said company's/vendor's services.)

## **Payment of Salary**

The salary of all employees shall begin at the time they report for duty; with the option of any teacher on a nine (9) month contract to be paid nine (9) months.

## **Pay date -Direct Deposit**

Payroll will be issued on the 15<sup>th</sup> and the last banking day of the month. Nine month employees will be paid their final full amount due on the last banking day of school in May. All individuals covered by this Agreement will be required to be on electronic direct deposit with regard to payroll.

Insurance premiums are to be deducted from the pay period ending the 15<sup>th</sup> of the month. This includes Long Term Disability (LTD). Those certified staff on a nine-month pay plan will have their insurance prorated on a nine (9) month schedule for the twelve (12) month coverage. If an increase in premium should occur, those on a nine-month pay plan will have the increase (to cover the summer months-majority of the premium) deducted from their May 15<sup>th</sup> pay period check.

Any other elected deductions will be deducted from the last pay period check.

Social security, teacher retirement and income tax will be deducted from both checks.

## **Pre-service**

The school board is proposing to increase the Pre-Service pay for certified staff to \$150.00 per day. Staff be will allotted four (4) hours of duty free "work time" during the duration of the Pre-Service dates

## **Advanced Degree Attainment**

1. The burden of proof as to degree and hours of credit shall lie with the instructor. All certificates and transcripts shall be on file in the elementary or high school office.

BA/BS + 15 graduate hours = \$750.00 added to the teacher's BA/BS Salary  
MA = \$750.00 added to the teacher's BA/BS + 15 salary  
MA + 15 = \$750.00 added to the teacher's MA Salary  
MA + 30 graduate hours = \$750.00 added to the teacher's MA + 15 Salary

2. Any teacher who intends to complete additional hours after contract time must notify the Superintendent on or before June 1 of the previous school year. Upon completion of the hours and on or before the first payroll check, the teacher must provide proof of entitlement to advance.
3. In order to promote master level educators, only education master degree programs to include, but not limited to, counseling and guidance, special education, health and physical education, curriculum and instruction, educational administration, and/or the staff members major field of study will be accepted. In order to receive approval for the courses taken, an approved plan of study from a college of their choice will be submitted to administration.
4. In order for an instructor to receive the payments under the BA/BS + 15, MA + 15, and MA +30 semester hours, the additional fifteen (15) semester hours must consist of at least nine (9) semester hours in the individual's major or related field of study. Hours in a related field require prior written approval of the administration. All accrued credits/hours must carry graduate credit.
5. Master Degree Pay: An instructor will be paid for a Master Degree in any area that they are certified to teach. i.e. If a teacher is certified to teach English, Social Studies and Physical Education and earns a Master Degree in English but is assigned to teach Physical Education, they would be paid at the Master Degree level.

\*A certified staff member may be assigned to teach in any area in which they are certified.

## **Extra Duty/Activity Personnel -Lane Movement**

To move across the extra duty/activity salary schedule the, years of service, must be in that activity and would be retroactive for years of service in that activity in the system.

## **Social Security and Teacher Retirement**

Teachers must be members of the Social Security Program and all certified staff must become members of the S.D. Retirement System. They may voluntarily choose to be members of the health and accident insurance program.

## **Worker's Compensation**

Payment of wages, received by an employee from worker's compensation shall be subtracted from sick leave payments. It shall be the duty of the employee to report payments for wages received from worker's compensation to the superintendent and/or business manager. The board or administration may require a physician's statement certifying an injury/event in which a worker's compensation claimed was filed.

## **Certified Instructional Personnel – Health Insurance Benefit**

Certified staff that choose a single policy health insurance premium will be permitted the amounts (on chart below) per month per their choice of available deductibles. Married certified staff members that are employed by the district will have their insurance premium choice of family paid up to twice the amount listed (per the insurance rate chart below).

In the event that the negotiation process has not been finalized or insurance rates from the current health insurance provider are not available at the time of negotiations take place the Board will discuss rate increases with the Parkston Education Association (PEA) no later than July of the new fiscal school year.

## Staff Insurance Premiums

**Thru June 30, 2025**

	<b>2024-25</b>	<b>DISTRICT</b>	<b>EMPLOYEE</b>	<b>COBRA</b>	<b>RETIREE</b>
<b>\$1,500.00 Deductible</b>	<b>RATES</b>	<b>COST</b>	<b>COST</b>	<b>RATES</b>	<b>RATES</b>
SINGLE	\$848.00	\$730.00	\$118.00	\$865.00	\$890.00
EMPLOYEE + 1	\$1,890.00	\$730.00	\$1,160.00	\$1,928.00	\$1,985.00
EMPLOYEE + CHILDREN	\$1,710.00	\$730.00	\$980.00	\$1,744.00	\$1,796.00
FAMILY	\$2,081.00	\$730.00	\$1,351.00	\$2,123.00	\$2,185.00
<b>\$2,500.00 Deductible</b>					
SINGLE	\$789.00	\$789.00	\$0.00	\$805.00	\$828.00
EMPLOYEE + 1	\$1,579.00	\$815.00	\$764.00	\$1,611.00	\$1,658.00
EMPLOYEE + CHILDREN	\$1,429.00	\$815.00	\$614.00	\$1,458.00	\$1,500.00
FAMILY	\$1,789.00	\$815.00	\$974.00	\$1,825.00	\$1,878.00
<b>\$3,500.00 Deductible</b>					
SINGLE	\$734.00	\$734.00	\$0.00	\$749.00	\$771.00
EMPLOYEE + 1	\$1,467.00	\$900.00	\$567.00	\$1,496.00	\$1,540.00
EMPLOYEE + CHILDREN	\$1,329.00	\$900.00	\$429.00	\$1,356.00	\$1,395.00
FAMILY	\$1,664.00	\$900.00	\$764.00	\$1,697.00	\$1,747.00

### Insurance Options:

The Board of Education will provide \$100 a month for employees who have shown proof of health insurance through their spouse. Changes may be made after a qualifying event. This amount will be deposited into a 403B account the employee selects from the list of approved vendors.

In the event of any change in law, legal interpretation, regulation or regulation interpretation in health insurance issues, specifically related to federal health insurance requirements since January, 2009, the District or PEA may re-open negotiations on such language as is deemed necessary by the Board or PEA in order to deal with such changes.

The following Insurance's are 100% paid by the Employee

#### Dental Insurance

Single	\$38.62
Two-Party	\$75.98
Family	\$113.86

#### Vision Insurance

Single	\$9.48
Employee & Spouse	\$15.17
Employee & Children	\$15.49
Family	\$24.97

## Leave(s)

**SABBATICAL:** All certified staff may be granted one (1) year leave of absence (Sabbatical) for the continuing or furthering of an employee's education at an accredited institution in their instructional area by the administration and Board for certified staff who have been in the system a minimum of three (3) years. No salary compensation shall be granted during the leave of absence period. Participation in school group health and disability insurance may be continued during the leave solely at the employee's expense. In the second year after returning to the Parkston School District the employee shall be reimbursed for the percentage of the district's insurance premium share applicable during the certified staff member's year of absence. In addition, since the leave of absence is used for the continuing or furthering of an employee's education in their instructional area, the employee will also receive credit for the year of experience during the year of absence. All accumulated sick leave will also be reinstated to the level the certified staff had earned at the time the leave of absence was approved. It is recommended that no more than two (2) certified staff be on leave at the same time.

If an instructor is granted a sabbatical, but cancels due to their inability to follow through on the leave of absence request the certified staff must be able to produce adequate information to support their reasoning. In the event the position the certified staff member vacated is still open, they may be reinstated at the recommendation of the administration and the discretion of the Board based on budget discretion.

All certified staff designated as "taking a sabbatical /leave of absence" are guaranteed an employment opportunity for which they are certified for starting the following fiscal year.

**BEREAVEMENT:** Employees of the Parkston School District may obtain ---bereavement leave upon the death of an immediate member of the family. This leave is to consist of one (1) to four (4) teaching days per incident and to be administered by the administration. This leave is not subject to sick leave. Attendance at funerals other than immediate family would come under the realm of personal leave. Additional days are to be deducted according to the length of contract. Those on extended contract will be reduced accordingly. Immediate family includes: spouse, children, (including miscarriages), parents, in-laws, brothers and sisters (including step) of both, step-children, grandchildren, grandparents of both, and spouses of children and spouses of brothers, sisters, or members of certified staff's household.

"An employee will be permitted to use two (2) of his or her sick days for 1 bereavement day to attend the funeral of someone not listed above if all personal leave has been used."

**PROFESSIONAL:** Employees of the District may participate in professional visitations, workshops, or programs that may enhance their educational background or programs that would be an over-all benefit to the District's educational program. This is to be granted upon approval and recommendation of the administration. Those days are counted as professional leave days.

Professional leave may be used by an employee, upon approval by the administration to act as a judge or official for a local, district, regional, state or national event and when reported to the Board.

Any instructor who is serving on a professional organization or committee may apply for use of professional leave in order to attend such meetings.

**JURY DUTY:** Any teacher called for jury duty during the school hours or is subpoenaed to testify in a hearing during school hours in a matter in which he/she is not a name party, shall be granted leave with

pay for the days or parts of days such absence is required. One half of any per diem (not including mileage and food) received for jury duty or the designated subpoena absence shall be paid to the school (through the business manager) by the teacher. Such teacher shall notify the administration of leave forty-eight (48) hours in advance of the necessity for taking jury duty leave.

**SICK:** Sick leave shall be defined as leave due to illness of the employee. Time allowed for sick leave shall be ten (10) days per school year on a pro-rated scale if employed for a period less than one (1) school year or a part-time employment. Unused sick leave days may be allowed to accumulate to a total of sixty (60) days by the end of the school year.

**FAMILY SICK:** Sick leave days may be used in the event of illness in the employee's immediate family. Immediate family includes: spouse, children, (including miscarriages), parents, in-laws, brothers and sisters (including step) of both, step-children, grandchildren, grandparents of both, and spouses of children and spouses of brothers and sisters. Spouse, children, parents, brothers, sisters or members of certified staff's household. Sick leave will be allowed under the following conditions:

- A. No more than ten (10) days may be used in a school year for family illness
- B. All such days will be deducted from sick leave
- C. Additional time may be granted upon presenting the Superintendent a written request by the attending physician, certifying the necessity of the presence of the employee at the bedside

**PERSONAL:** All certified staff are granted **four (4) days of personal leave per school calendar year**. These days will be deducted from the employee's sick leave. Personal leave does not carry over nor is it accumulative. If personal leave policy is abused, the Board reserves the right to implement a more definitive policy.

**MILITARY LEAVE:** The district employee may use up to three (3) days per year of their ten day allocation per the current school year to attend required/mandatory military service i.e. Drill or training exercises that are supported by military orders to attend. This leave does not apply to employees who voluntarily choose to attend military training events, schools, or leadership opportunities for the purpose of their own military advancement.

**SICK/PERSONS LEAVE INCENTIVE:** **Once a certified staff has accrued five (5) years of service to the district, and sick/personal leave has accumulated beyond the sixty (60) days these days will be bought back by the district on the following criteria:**

- a. Bought back at the end of the current school year
- b. Bought back at the rate of \$50.00 per day limited to the ten (10) unused days of the current school year.

**LEAVE OF ABSENCE:** A certified staff may request a leave of absence without pay not to exceed a period of one (1) school calendar year. **The request must be in written format and supported by reasons for requesting the leave. The request shall be submitted to the Superintendent for presentation to the School Board for consideration and possible approval in the school term (semester) prior to the school term in which the leave will take effect. In the event that the leave of absence is a documented**

emergency the Board may consider a request that does not meet expected timeline request notification expectations.

In the event a suitable certified replacement cannot be found or the Board in its sole discretion feels the certified staff has not presented sufficient reasons to grant the leave, such decision will not be subject to the grievance procedure.

If the leave is approved, the certified staff may continue to be a member of the school district health insurance plan by paying the full cost of the insurance each month in advance. A certified staff who is returned to active employment following the leave of absence shall retain all accumulated salary and benefits to which they were entitled at the time the leave commenced. Unless specifically stated at the time the leave is granted or mutually agreed upon later, the teacher will be expected to return to work at the beginning of the next school term (semester). **It will be the teacher's responsibility to notify the Superintendent in writing on or before October 1<sup>st</sup> or March 1<sup>st</sup> of the current school term of their intention to either return to their assigned position for the next school term (semester) or terminate their employment status with the district.** Upon completion of the leave, the Board will make a reasonable effort to return the certified staff to the position held prior to the leave; however, they will not be guaranteed to return to their exact assigned position at the time the leave was granted.

**SHORT TERM LEAVE OF ABSENCE:** Defined as: More than one (1) week, but less than one (1) school term (Nine [9] week period.) In the event of a certified staff's Short-Term leave of absence is approved by the Board of Education, the certified staff member, in order to continue to be a member of the school district's health insurance benefit plan will be required to pay the school district the daily rate of the full cost of the health insurance plan or 403B plan paid by the Parkston School District after the seventh (7) day of the absence and commencing with the eighth (8) day of the "Short Term Leave of Absence Without Pay" and each day thereafter until the day of their return to work.

**MATERNITY/ADOPTION LEAVE:** In the event of a leave due to the birth of a certified staff's child or adoption of a child, up to thirty (30) days of accumulated sick leave may be paid commencing on the date that the child is delivered or received.

## Sick Leave Assistance Plan

1. Each school district employee beyond their second successive full term of employment and eligible for sick leave benefits may elect to participate in the District's sick leave assistance plan. The purpose of the plan is to aide employees who have exhausted all of their accumulated sick leave through extended absence due to prolonged illness or catastrophic accident or health related events.
2. The notification to participate must be indicated no later than September 1, on a written form provided by the business manager, and each such notification is valid only if the employee contributes not less than one of the employee's unused sick leave days to the sick leave assistance plan. Upon such election, the employee shall be eligible to participate in the sick leave assistance plan without further contribution except as required in Item six (6) below. If an employee does not elect to participate within the time limits specified, the employee is ineligible until the beginning of the next fiscal school year. When contributions to the plan have

accumulated to a total of one hundred eighty (180) or more days, no more days will be added until the plan is reduced to a total of sixty (60) days. This does not exclude contributions of newly hired certified staff.

3. Administration of the sick leave assistance plan will be handled by a committee that is appointed by the Superintendent with school board approval and will consist of the following: (3) certified teachers representing each, elementary, middle, and high school, (1) classified staff, (1) administrator, and (1) school board member.
4. The committee shall establish guidelines to govern its decision-making process regarding the granting or denial of requests for withdrawals from the plan. The committee guidelines shall provide a basis for insuring that withdrawals from the plan under this policy are made available only to those applicants who have not abused sick leave, and provide that such withdrawal is made for prolonged illness or disability caused by a catastrophic accident. Listed below are the guidelines the committee will defer to when approving a sick leave assistance request.

Guidelines: As determined by Sick Leave Committee:

\*Must not have been deemed to have abused their current leave (committee's discretion).

\*Must be currently experiencing or has experienced a prolonged illness diagnosed by a certified medical professional.

\*Must have a current diagnosed short term or long term disability as a result of a catastrophic health care event.

5. Each participant who has used ALL of their sick leave (current and accumulated) and current or accumulated vacation time or personal leave may petition the sick leave assistance committee for sick leave assistance. All sick leave assistance requests will only be allotted in full day increments.
6. The maximum number of sick leave days which the sick leave assistance committee may provide to a participant is twenty (20) days annually. All requests for use of the bank must be submitted in writing to the Superintendent and must be supported by a written statement from the participant's personal physician. The Superintendent will forward the request to the committee for decision. The committee's decision will be forwarded to the Superintendent for distribution to the appropriate personnel.
7. Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. However, each participant who has received assistance from the sick leave assistance plan must re-establish participation for the next school fiscal year by following the procedure described in item number two (2) of this policy.
8. Days in the bank shall be withdrawn on a first-come, first-served basis. If the total days in the bank are exhausted in any one school year, use of the bank ends for that year. Unused days in the plan (limited to 180 days) shall be carried over to the next school year.



9. The sick leave assistance committee shall make a written report to the Superintendent regarding the operation of the plan during the preceding year in the event that the sick bank was utilized.

## Supplementary (Extra Duty) Salary Schedule

\*\*The Below percentages are calculated on the Teacher's Base Salary\*\*

Assignment	Year 1-4	Year 5-8	Year 9-above
Director of Athletics	0.1062	0.1195	0.1328
Head Football	0.0841	0.0974	0.1106
Assistant Football	0.0549	0.0682	0.0814
Assistant Football	0.0549	0.0682	0.0814
Assistant Football	0.0549	0.0682	0.0814
Assistant Football	0.0549	0.0682	0.0814
Head Boys Basketball	0.0974	0.1107	0.1239
Assistant Boys Basketball	0.0664	0.0797	0.0929
JH Boys Basketball	0.0477	0.0603	0.0728
JH Boys Basketball	0.0477	0.0603	0.0728
Head Girls Basketball	0.0974	0.1107	0.1239
Assistant Girls Basketball	0.0664	0.0797	0.0929
JH Girls Basketball	0.0477	0.0603	0.0728
JH Girls Basketball	0.0477	0.0603	0.0728
Head Volleyball	0.0974	0.1107	0.1239
Assistant Volleyball	0.0664	0.0797	0.0929
JH Volleyball	0.0477	0.0603	0.0728
JH Volleyball	0.0477	0.0603	0.0728
Track Coordinator	0.0885	0.1018	0.1151
Head Boys Track	0.0753	0.0886	0.1018
Head Girls Track	0.0753	0.0886	0.1018
Assistant Track	0.0620	0.0753	0.0885
Assistant Track	0.0620	0.0753	0.0885
Assistant Track	0.0620	0.0753	0.0885
Cross Country	0.0708	0.0841	0.0974
Assistant Cross Country	0.0443	0.0559	0.0675
Head Boys Golf	0.0708	0.0841	0.0974
Assistant Boys Golf	0.0443	0.0559	0.0675
Head Girls Golf	0.0708	0.0841	0.0974
Assistant Girls Golf	0.0443	0.0559	0.0675
Head Wrestling	0.0974	0.1107	0.1239
Assistant Wrestling	0.0664	0.0797	0.0929
Assistant Wrestling	0.0664	0.0797	0.0929
School Play	0.0443	0.0509	0.0575
One Act Play	0.0443	0.0509	0.0575
Instrumental Music	0.0531	0.0598	0.0664
Marching Band	0.0382	0.0430	0.0477
Pep Band	0.0149	0.0168	0.0186
Assistant Band Director	0.0310	0.0377	0.0443
Flags	0.0310	0.0377	0.0443
Vocal	0.0531	0.0598	0.0664
Show Choir	0.0266	0.0332	0.0398

The Parkston School will provide 3 coaches and Ethan will provide 2 coaches for the Track Coop. The assignments are either a Track Coordinator and 4 Assistants or 2 Head Coaches and 3 Assistants.

Elementary Music Director	0.0531	0.0598	0.0664
Journalism, Paper, Yearbook	0.0620	0.0753	0.0885
Prom Advisor	0.0248	0.0301	0.0354
Sideline Cheer - Football	0.0239	0.0266	0.0292
Sideline Cheer - GBB	0.0239	0.0266	0.0292
Sideline Cheer - BBB	0.0239	0.0266	0.0292
Competitive Cheer	0.0708	0.0797	0.0885
FCCLA Advisor	0.0797	0.0930	0.1062
FBLA Advisor	0.0354	0.0487	0.0620
Media Club Director	0.0885	0.1018	0.1151
Oral Interp	0.0327	0.0354	0.0381
FFA Advisor	0.0797	0.0930	0.1062
FFA Assistant Advisor	0.0354	0.0487	0.0620
HOSA	0.0531	0.0664	0.0797
<b>Educators Rising Advisor</b>	<b>0.0354</b>	<b>0.0487</b>	<b>0.0620</b>
Debate	0.0743	0.0863	0.0982
Musical Director for Drama	0.0443	0.0509	0.0575
Drill Team Advisor	0.0443	0.0620	0.0797
RDTN Director	500.00		

**NOTE:** Junior Class Advisor - Like all of the other class, two Junior Class Advisors will be assigned by the principal. The Junior Class Advisors will conduct all other class business (other than Prom) in the same fashion as the other class advisors, with the exception of serving as a check and balance for fund raising. They are not responsible for fund raising, but rather will serve as the check and balance for the Prom advisor for fiscal management. Like all other class advisors, these are unpaid positions.

To move from lane to lane years of service must be in that activity and would be retroactive for years of service in that activity in the system.

The activities director shall be provided with a minimum of one (1) period per day each semester to fulfill his/her assigned duties as activities director, in addition to the normal teacher preparation period.

**NOTE:** It was further agreed upon that both the PEA and Parkston School Board will continue to address this in the years ahead in hopes of alleviating some of the difficulties and disparities that exist with new hires. (5.12.16)

Persons new to the district, who are receiving compensation under the Supplementary Extra Duty Salary Schedule will be given the same experience credit as new teachers to the district receive for their teaching experience.

### **Newly Created Supplemental Extra Duty Salary Schedule Positions:**

In the event that a new position(s) is created or made available, the Board shall notify the Parkston Education Association (PEA) within five (5) days and shall negotiate the terms and conditions of such position(s) with the Parkston Education Association (PEA).

**Sport Specific Coaching Positions:** will include a head coach and assistant(s) needed in any sport including grades 7- 12. The number of assistants are at the discretion and recommendation of the activities director and approval of the administration and the school board.

## Liquidated Damages

In the event a teacher has signed and returned a contract and wishes to break such contract, damages will be assessed as follows.

If the date the request is received by the Superintendent falls on or between May 15th and June 15th, the staff member will be required to pay **\$750** to be released from their contract.

If the date the request is received by the Superintendent falls on or between June 16th and July 15th, the staff member will be required to pay **\$1250** to be released from their contract.

If the date the request is received by the Superintendent falls after July 15th, the staff member will be required to pay **\$2,500** to be released from their contract.

If the date the request is received by the Superintendent falls after August 1st, the staff member will be required to pay **\$5,000** to be released from their contract.

The Board may waive this provision if circumstances warrant.

## Supplementary Pay and Benefits

### Additional Days (FFA Advisor)

The Board of education can add up to 20 additional days additional to the original contract of the Agriculture teacher. These days will be compensated at the daily rate of pay of the employee's regular contract. For the purpose of this clause, while preservice and/or in-service may be required, those will be paid according to negotiated agreement for preservice/in-service days.

**New Hire:** New certified staff of the district may be required to attend up to four days of unpaid orientation.

### Compensation- Special Education Classroom Instructor

The Board of Education will compensate the special education classroom instructor \$500.00 above the salary schedule, due to this position causing the instructor to be with the students continually, without a break (including noon, recess, milk breaks, etc.) Should the scheduling for this position change so that a prep period, break at noon away from students, etc. would be scheduled for this instructor, the additional compensation would be dropped.

### Extra-Curricular Activities Pass –

At the beginning of each academic school year, every person employed by District #33-3 will be given one (1) pass good for all extracurricular events. In return, all school personnel will be assigned one (1) activity for which they will work. In the event that any slots remain open, they will be filled by drawing by lot. The following schedule will be used regarding working extra events:

1. Only school personnel will be working, unless otherwise approved by the Board. However, school personnel will be given first priority for choice of assignment to include all paid activities.
2. School personnel working a minimum of three (3) events will receive one (1) additional pass for school events. For every additional (2) two events worked an additional pass will be issued.
3. Vacant slots will be filled by the administration from a list of the district's personnel. The assignment will be made by lot.
4. Admission to an event will not be charged to the spouse and children (high school or younger) of an employee who is responsible for coaching or directing the said event.

### **Stipend for Colony Teachers**

Certified teachers assigned full-time at either of the colonies will receive an additional stipend of \$2000 per year. The purpose of this stipend is to provide financial assistance for transportation.

### **Supplemental Extra-Duties Cancelled**

Should the season for a Supplemental Extra Duty assignment be cancelled, for any reason, any time prior to the "official" start of said season. Head Coaches are guaranteed \$750.00 of their said contract while all subordinate coaches will receive \$500.00. For those assigned duties that are cancelled and or not fulfilled in their entirety during the season due to circumstances beyond school board control the compensation will be prorated based on the percentage of time/season that was completed at the time of cancellation based on the assigned Supplemental Extra Duty amount. Time frame of the season is defined by the SDHSAA first day of practice culminating with the last day of the state event.

# Effect of Agreement

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the two (2) parties.

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

The provisions of this agreement shall be effective as of the 1st day of July 2024, and shall continue and remain in full force and effect as binding on the parties until the 30th day of June, 2025. If a new and substitute agreement has not been duly entered into prior to June 30, 2024, the terms of this agreement shall continue in full force and effect until such substitute agreement is adopted, which shall then be fully retroactive to June 30, 2024.

**It shall be the responsibility of the Association to prepare and print copies of this agreement. The Association shall provide each member of the bargaining unit a copy of this agreement.**

**Note: The board adopted and imposed the changes to the agreement above at the May 13th, 2024 board meeting.**

This agreement is signed this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.  
(Day) (Month) (Year)

In witness thereof:

Parkston Education Association

Parkston School Board District #33-3

\_\_\_\_\_  
PEA President

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
Negotiations Chair Person

\_\_\_\_\_  
Business Manager

# Negotiations 2024-25

## School Board & PEA Final Negotiations Package 2024-2025 School Year

School Board Counter Negotiations Proposal to PEA for the 2024-25 School Year

1. Salary: \$2,400.00 flat raise for all certified staff.  
Teacher base \$2,200.00 increasing the base pay for a first year teacher to \$47,150.00.

The board is also proposing an alternating schedule of a flat then a percentage approach to salary increases. Thus the following five year schedule will be implemented. The board reserves the right to deviate from such an approach only if the state aid formula to education prohibits the district from financially implementing such an approach. This approach will be re-evaluated after five years.

24-25 – Flat raise

25-26 – Percent raise

26-27 – Flat raise

27-28 – Percent raise

28-29 – Flat raise

2. Insurance: The school board's Initial proposal: The board is proposing to provide NO increase to the board's monetary Contribution to employee health insurance. This will leave the board's contribution to following health plan deductible levels as is:

\$1500.00 deductible = \$0.00 (\$730.00) per month

\$2500.00 deductible= \$0.00 (\$815.00) per month

\$3500.00 deductible= \$0.00 (\$900.00) per month

3. Incentive Pay: pg. 25. The school board is proposing to eliminate the heading "Incentive Pay" and the information below the heading. The same wording exists on pg. 30.

4. Leave(s): Wording Clarification (pg. 30-31)

SICK: The board proposes putting a period at the end (days.), and deleting (by the end of the school year).

5. Personal Leave:

All Staff start are granted four (4) personal days per school calendar year.

6. Sick/Personal Leave Incentive:

Once a certified staff has accrued five (5) years of service to the district, and sick/personal leave has accumulated beyond the sixty (60) days these days will be bought back by the district on the following criteria:

- a. Bought back at the end of the current school year
- b. Bought back at the rate of \$50.00 per day limited to the ten (10) unused days of the current school year.

7. Leave of Absence: A certified staff may request a leave of absence without pay not to exceed a period of one (1) school calendar year. The request must be in written format and supported by reasons for requesting the leave. The request shall be submitted to the Superintendent for presentation to the School Board for consideration and possible approval in the school term (semester) prior to the school term in which the leave will take effect. In the event that the leave of absence is a documented emergency the Board may consider a request that does not meet expected timeline request notification expectations.

In the event a suitable certified replacement cannot be found or the Board in its sole discretion feels the certified staff has not presented sufficient reasons to grant the leave, such decision will not be subject to the grievance procedure.

If the leave is approved, the certified staff may continue to be a member of the school district health insurance plan by paying the full cost of the insurance each month in advance. A certified staff who is returned to active employment following the leave of absence shall retain all accumulated salary and benefits to which they were entitled at the time the leave commenced. Unless specifically stated at the time the leave is granted or mutually agreed upon later, the teacher will be expected to return to work at the beginning of the next school term (semester). It will be the teacher's responsibility to notify the Superintendent in writing on or before October 1st or March 1st of the current school term of their intention to either return to their assigned position for the next school term (semester) or terminate their employment status with the district. Upon completion of the leave, the Board will make a reasonable effort to return the certified staff to the position held prior to the leave; however, they will not be guaranteed to return to their exact assigned position at the time the leave was granted.

SHORT TERM LEAVE OF ABSENCE: Defined as: More than one (1) week, but less than one (1) school term (Nine [9] week period.) In the event of a certified staff's Short-Term leave of absence is approved by the Board of Education, the certified staff member, in order to continue to be a member of the school district's health insurance benefit plan will be required to pay the school district the daily rate of the full cost of the health insurance plan or 403B plan paid by the Parkston School District after the seventh (7) day of the absence and commencing with the eighth (8) day of the "Short Term Leave of Absence Without Pay" and each day thereafter until the day of their return to work.

8. Sick Leave Assistance Plan: #3 pg.31. Administration of the sick leave assistance plan will be handled by a committee that is appointed by the Superintendent with school board approval and will consist of the following: (3) certified teachers representing each, elementary, middle, and high school, (1) classified staff, (1) administrator, and (1) school board member.



9. Lunchroom Duty

Elementary Lunchroom Duty: Certified Staff assigned to the duty will be compensated \$10.00 per lunch period.

10. Using Current Certified Staff as Substitute Teachers:

Certified Teachers in the 6-12 will be paid at the rate of \$12.00 per 40-minutes block and \$24.00 per 80 minute block when acting as a substitute for another teacher's assigned responsibilities while doing so during their scheduled/designated preparation period.

Certified Teachers in the PK-5 will be paid at the rate of \$3.00 per 10-minute block when acting as a substitute for another teacher's assigned responsibilities while doing so during their scheduled/designated preparation period.

All Certified staff are encouraged to share in the duty of filling in when asked but certified staff reserve the right to refuse an assignment to substitute during their preparation period.

11. Educators Rising Stipend: Increase extra duty salary position of Educator Rising Advisor to the following:

Year 1-4: .0354, Year 5-8: .0487, Year 9+: .0620

12. Pre-Service: The school board is proposing to increase the Pre-Service pay for certified staff to \$150.00 per day. Staff be will allotted four (4) hours of duty free "work time" during the duration of the Pre-Service dates.

13. Advanced Degree Attainment: pg. 25-26. The school board is proposing to increase the follow four levels of advanced degree payment to the following:

BA/BS + 15 graduate hours = \$750.00 added to the teacher's BA/BS Salary

MA = \$750.00 added to the teacher's BA/BS + 15 salary

MA + 15 = \$750.00 added to the teacher's MA Salary

MA + 30 graduate hours = \$750.00 added to the teacher's MA + 15 Salary

14. Liquidated Damages: Change dollar amounts to the following time frames:

May15-June 15: \$750

June 16-July 15: \$1,250

July 16-July 31: \$ 2,500

After August 1: \$5,000