

# Yankton School District 63-3

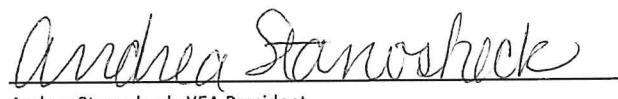
## MASTER CONTRACT

### SALARY SCHEDULE and PROVISIONS

2024-2025  
Salary (Sections III. F.)

2021-2025  
Language Related Items

In witness whereof the parties hereto caused this Master Contract to be signed by their respective presidents.

  
Andrea Stanoscheck, YEA President  
Yankton Education Association

4/8/24  
Date

  
Terry Crandall, School Board President  
Yankton School District 63-3

4/8/24  
Date

The Yankton School District #63-3 does not discriminate on the basis of race, national origin, sex, disability, age, or religion in admission or access to or treatment or employment in its programs and activities. Any person having inquiries concerning the District's compliance with Title VI, Title IX, Section 504, or the Americans With Disabilities Act (ADA) is directed to contact Jerome Klimisch, Director of Student Services, 2410 West City Limits Road, Yankton, SD 57078, telephone number: (605) 665-3999, who has been designated by the Yankton School District School Board to coordinate the District's efforts to comply with the regulations implementing these sections, or the U.S. Department of Education, Office for Civil Rights, One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Ste 320, Kansas City, Missouri 64106, telephone number: (816) 268-0550; TDD number: (800) 877-8339; E-mail: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); or fax number: (816) 286-0599.

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## RECOGNITION

Pursuant to the provisions of SDCL 3-18, the Board of Education of Yankton School District 63-3, agrees not to negotiate with or recognize as a formal representative any group of teachers or teachers' organization other than the Yankton Education Association (YEA) for the duration of this agreement or until such time as another organization has been declared the duly elected representative of the teachers by the Division of Labor and Management Relations of the State of South Dakota.

The parties recognize that all the provisions of this agreement must meet the requirements and procedures required by law and the provisions of the statutes of the State of South Dakota. If any portion or provision of this Agreement or any application of this Agreement is found to be contrary to Federal or State law, then such provision or application shall become invalid and unenforceable, but all other provisions of the Agreement shall continue in full force and effect.

The Board of Education of Yankton School District 63-3, hereinafter referred to as "District" and the Yankton Education Association (YEA), hereinafter referred to as "Association," having reached certain understanding, which they desire to confirm in this contract, agree on the following:

### I. Employment Practices

- A. The Master Contract shall be effective during the 2021-2022 school term for salary (Sections II, III, IV) and during the 2021-2022, 2022-2023, 2023-2024, and 2024-2025 school terms for language related items. The contract shall be for 190 school days or until the completion of a legal school term as defined by statute.
- B. The contract pertains to regularly assigned certificated classroom teachers, music teachers, physical education teachers, special education teachers, guidance counselors, and librarians.
- C. The contract day shall consist of a minimum of eight (8) hours of regular school assignments and of such other educational activities and duties as the principal and superintendent may consider necessary. Such assigned activities and duties shall be performed without additional compensation.
- D. A teacher entering the school system will be credited with up to ten (10) total years previous experience and will be paid a salary no greater than that paid to a currently employed teacher with the same experience and degree status.
- E. Teaching experience means actual teaching experience in any state or federal accredited K-12 school system. One year of teaching experience means the completion of a regular school term of nine months. One-half year does not count toward salary advancement; however, two one-half years constitute one year of teaching experience.

### II. Salary Payments

- A. A contract shall be amended effective on September 1 of each contract year if a teacher has obtained the necessary approved college credits or a higher degree in accordance with the following guidelines:
  1. A written notification must be filed with the superintendent of schools prior to April 1 of each contract year indicating that an educational classification change will occur. Failure to make such notification shall constitute a waiver of the entitlement for one year.

2. College credit completed beyond the four-year degree must be graduate credit in the particular subject field in which said teacher is presently teaching unless otherwise approved by the superintendent and principal. Additionally, the district will accept and pay teachers with the following Masters Degrees:
    - a. Elementary Teachers: Elementary Education, Reading Specialist, Special Education, Curriculum and Instruction, Technology in Education, Counseling, Administration/Educational Leadership, English as a Second Language/ELL, and Early Childhood.
    - b. Middle School Teachers: Masters in Content Area, Secondary and/or Elementary Education, Technology in Education, Curriculum and Instruction, Reading Specialist, Counseling, Administration/Educational Leadership, English as a Second Language/ELL, and Special Education.
    - c. High School Teachers: Masters in Content Area (must have 15 graduate credit hours in content area of teaching), Secondary Education, Technology in Education, Curriculum and Instruction, Reading Specialist, Fine Arts, Counseling, Administration/Educational Leadership, English as a Second Language/ELL, and Special Education.
  3. In order to receive a higher educational classification, a teacher must have earned the additional hours of college credit after receipt of their present degree. Such hours cannot be earned prior to the date the teacher's present degree was conferred. College credit taken for salary advancement beyond an advanced degree must receive approval from the principal and superintendent prior to class registration.
  4. Correspondence and travel courses do not constitute credit which qualifies for salary advancement unless the teacher has been accepted into an advanced degree program and the credit is accepted by the college toward the advanced degree.
  5. Television/Online courses, approved by the principal and superintendent, may qualify for salary advancement for each educational classification as defined in the salary guidelines.
- B. When a teacher's contract is amended at the September school board meeting to reflect a higher education classification, said teacher's salary shall be determined as per salary guidelines defined in Section III, paragraph E of the contract.
- C. The salary on each contract shall be paid in twelve (12) installments on the 25th of each month unless the payment date shall fall on a Saturday, Sunday, or a holiday. In that event, the payment shall be made on the last working day prior to such Saturday, Sunday, or holiday.
- D. Teachers may elect to have any extracurricular payment included with the regular monthly payment at the first pay period after the completion of the extracurricular activity, provided that the method of payment is determined when the contract is signed.
- E. Salary for extracurricular payments as defined in the Master Contract in Section IV will not

be paid to employees who do not begin the contracted activity. If for any reason an employee is unable to complete an extra-curricular activity assignment, the salary for the assignment will be pro-rated and paid to the employee based upon the days employed in the assignment. The activities director may request a physician's report regarding an employee's abilities to perform their extracurricular activity duties.

- F. Teachers shall not be permitted to receive money for tutoring any student they have in class or upon whose evaluation or assignment they will be called upon to pass. Teachers shall not tutor any student for pay during their regular working hours or on school premises.
- G. Assigned duties at extracurricular activities shall be thirty-five (\$35.00) per assignment. Multiple varsity events, such as tournaments and wrestling triangular events shall be paid seventy dollars (\$70.00) per assignment

**III. 2022-2023 Salary Guidelines**

- A. Base pay is defined as the salary of a teacher with no prior teaching experience and a Bachelor's degree with fewer than fifteen (15) semester graduate credit hours, shall be established annually by the school board. The base pay for the following contract year shall be:  
2024-2025 - \$50,744
- B. For teachers with no previous teaching experience, the salary will be base pay plus the appropriate cumulative differential for the number of graduate semester credit hours as defined by the contract.
- C. A teacher entering the school system with previous teaching experience will be hired at a salary no greater than that of a currently employed teacher with the same experience, not to exceed ten years in accordance with I.D, and degree status.
- D. The salary guidelines of this contract may be subject to change if the following circumstance occurs: any event which increases or decreases the total General Fund revenues of the Yankton School District from the previous year by greater than or equal to ten percent (10%).

If this circumstance occurs, the Yankton School District Master Contract salary guidelines may be renegotiated by the parties, at the request of either party.

- E. The pay for established higher degree categories will be the present salary plus the increment as follows:
  - BA + 15 ..... \$1250
  - MA.....\$1,500
  - MA + 15 .....\$1,500
  - MA + 30 .....\$1,500
  - MA + 45 .....\$1,500
  - Ed.D./Ph.D.....\$1,500

A Doctorate Degree must be in the particular subject field the teacher is presently teaching unless otherwise approved by the superintendent and principal.

- F. Teacher salaries will be increased by the following amount during the term of this contract:

2024-2025 ----- 5.5%

Salary (Sections II, III & IV) at the conclusion of the current negotiations would be considered negotiated for the remainder of the 2021-2025 term of the Master Contract. The only section to be negotiated for the remainder of the 2021-2025 Master Contract would be the following:

Teacher salaries will be increased by the following amount during the term of this contract:

2022-2023 – 6%  
2023-2024 – 7%  
2024-2025 – 5.5%

**IV. Extracurricular/Extra Duty Payments**

- A. The extra-curricular assignment pay schedule shall be as set forth in Appendix A with the base and points for each assignment as stated on the schedule.
- B. The department head pay schedule shall be as set forth in Appendix B with the base and points as stated on the schedule.
- C. Placement on the extra-curricular pay schedule shall be based on verified experience in that activity. Any individual with a current extra-curricular assignment shall receive the higher of the amount indicated on the extra-curricular pay schedule or their current pay.
- D. In the event there is movement within an activity or between activities, the following shall apply:
  1. Movement within an activity from one level to another the employee would maintain his/her years of experience in that activity, but would be compensated at the new point value. For example, if the varsity basketball coach becomes the 7th grade basketball coach, coaching salary would be calculated at five (5) points rather than twelve (12) points.
  2. Experience shall apply only in a specific activity. For example, if a basketball coach with eight (8) years of experience becomes the tennis coach, but has no tennis coaching experience, he/she would be placed at step zero (0) on the experience schedule as outlined in Appendix C.
  3. Years of experience shall be defined ONLY by compensated and contracted positions in a college, high school, or middle school setting as outlined in Appendix C.
- E. The current activity base factor will remain in effect through the 2023-2024 school year.

**V. Leave and Benefits**

**A. FMLA Policy/Master Contract Rights**

In the event leaves granted under the Master Contract exceed rights under the FMLA policy, rights under the Master Contract shall prevail. Leave privileges granted under the Master Contract and under FMLA occur simultaneously.

**B. Sick Leave**

1. Ten (10) days sick leave per year will be granted beginning with the first year of employment.
2. Sick leave shall have an accumulation limit of one hundred fifty (150) days. Sick

leave shall be credited to teachers on the first scheduled work day of the contract year. The sick day maximum allowable accumulation for teachers hired for the 2018-19 school year and thereafter will be ninety (90) days.

3. Teachers who have had at least twenty years (20) of consecutive service in Yankton School District and are leaving the district for reasons other than non-renewal, shall be compensated for accumulated sick leave at a rate of twenty dollars (\$20.00) per day, not to exceed a total of two thousand dollars (\$2,000.00) per employee. If the teacher qualifies for early retirement, they are not able to receive both.
4. Sick days may be used for a sick child. The term "sick child" is defined as a biological, adopted, step or foster dependent under the age of 24.
5. The school board and/or administration may call for a physician's report on the third consecutive day of reported illness or disability or the illness may be verified by the school nurse on the first day or any other succeeding day.
6. Sick leave with full pay shall be granted to teachers because of the serious illness of an immediate relative. Serious illness shall be defined as any recognized medical or surgical service rendered for treatment of illness or injury by a healthcare professional. Sick leave with full pay shall be granted to provide at home care following the release from a medical facility. Such leave shall not exceed 5 days for each serious illness or injury. Immediate relative shall be defined as parent, brother, sister, child, spouse, domestic partner, as defined by the U.S. Office of Personnel Management or grandchild. A maximum of two (2) days annually will be granted to teachers because of the serious illness of grandparents, parent-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.
7. Sick leave use for maternity/paternity leave shall be granted to teachers with full pay.
8. Sick leave with full pay shall be granted to teachers for the adoption of a child not to exceed a maximum of fifteen (15) days.

C. Voluntary Sick Leave Assistance Plan

1. The voluntary sick leave assistance plan provides a specific number of accumulated sick leave days to a pool which allows the use of contributed sick leave days by a teacher who has exhausted their said allowance.
2. Any teacher may become a member of the voluntary sick leave assistance plan by enrolling during the open enrollment period set by the business manager and using the Benefits Que online system.
3. Teachers may withdraw from the plan during the open enrollment period set by the business manager and using the Benefits Que online system.
4. Teachers must contribute one day of their sick leave to the plan on initially joining the plan.
5. As demands are placed on the plan, each participating teacher agrees to contribute the necessary days in uniform, equal installments not to exceed three (3) days per year per teacher.

6. Participants who are not drawing sick leave assistance from the plan and are unable to contribute the necessary days when called for must contribute the days when they become available.
7. In the event a teacher exhausts their sick leave accumulation, the teacher may request assistance from the voluntary sick leave plan by making written application to the superintendent of schools.
8. Application for sick leave assistance shall be reviewed by the sick leave plan committee composed of six teachers, one per building, mutually agreed upon by the superintendent and the Yankton Education Association. The teacher representative from the applicant's building shall serve as a resource on behalf of the applicant rather than a voting member of the committee. The committee shall be appointed no later than September 1 each contract year. The committee will make recommendations to the school board who shall have the final authority for granting sick leave assistance.
9. No assistance shall exceed a total of one hundred (100) days for any one disability during two consecutive years.
10. Applicant teachers shall not draw from the plan until their sick leave has been expired for a period of zero (0) school days.
11. An applicant shall be eligible for sick leave assistance only if applicant has been determined by a healthcare provider to be unable to fulfill the applicant's assignment and contract. An applicant or representative must submit a Request for Sick Leave Assistance Form and provide a healthcare provider's written statement prior to the committee's decision on assistance certifying that the applicant is unable to fulfill the assignment and contract. The committee and the school board reserve the right to require an independent medical examination by a mutually agreed upon healthcare provider to assist in the determination of eligibility, at school district cost.
12. The teacher shall draw from the plan only on his or her own personal illness or disability.
13. Days contributed to the plan cannot be withdrawn when a teacher terminates membership.
14. No teacher shall draw from the plan while eligible to draw payments from the South Dakota Retirement System disability plan.
15. The teacher shall receive compensation based upon one hundred percent (100%) of their daily base salary while drawing from the plan.
16. Teachers who are drawing from the plan when a new contract term begins shall not qualify for the annual ten days sick leave until they return to work on a full-time basis.
17. Upon retirement, teachers shall have the option to contribute 2 days to the sick leave bank, by June 30<sup>th</sup> of their retirement year. Only retiring teachers who have been members of the Sick Bank for the past 5 consecutive years may contribute to the Sick Bank

18. If the teacher has Personal Days left, the Personal Days must be used for sick leave prior to being considered for the Sick Leave Bank.

D. Professional Leave

1. Professional leave shall be defined as absence from duties as required under the terms of the contract for the purpose of participation in an educational activity not provided in the district and/or not available on non-teaching days.
2. Three (3) days per school term may be granted upon the approval of the superintendent.
3. Additional days may be granted upon the superintendent's approval after the teacher has made proper application.
4. Professional leave at administrator request is not included in the three days per school term allocation noted in 2 above.
5. The burden of expense with respect to any professional leave allowance shall be determined as follows:
  - a. Employment of the substitute teachers shall be the expense of the school board.
  - b. All other expenses incurred with respect to professional leave shall be paid by the applicant unless otherwise agreed to by the superintendent.
6. Visitation in another school may be allowed as professional leave, provided the visitation is for a specific educational purpose that would be for the improvement, benefit, and possible adoption in the school district. Such visitation must be completed prior to May 1. A written report, including recommendations as to further visits or study of the school, must be filed with the building principal and a verbal report shall be presented to the teacher's co-workers, if requested by the principal.
7. Professional leave shall be non-cumulative.

E. Personal Leave

Teachers shall be granted two (2) days of personal leave per contract year. Personal leave cannot be grieved. The two days of personal leave utilized by a teacher must be granted under the following guidelines:

1. The day shall be granted upon advanced written notice to the building principal with no reason for the absence being required. The requirement for advanced written notice may be waived by the superintendent in the event of unusual or unforeseen circumstances.
2. A maximum of fifteen percent (15%) of each building's teachers may be absent on any given day due to personal leave. In computing the percentage factor, any figure of .5 or greater shall allow an additional person such leave.
3. Requests for personal leave during the first week of school or the day preceding or

following a holiday or intermission shall be granted under the following conditions:

- a. Personal leave for such days must be of the teacher's original two (2) personal days.
- b. A maximum of ten percent (10%) of each building's teachers may be absent on such days. In computing the percentage factor, any figure of .5 or greater shall allow an additional person such leave.
4. The leave shall be granted on a first request basis.
5. If a day of personal leave is not utilized during each contract year, the teacher shall receive remuneration of two hundred fifty dollars (\$250.00) upon the completion of the contract. If one day of personal leave is used, but not the second day, the teacher shall receive remuneration of one hundred fifty dollars (\$150.00).
6. Personal leave shall be non-cumulative.
7. A teacher may purchase up to two (2) additional personal leave days per year. The cost will be \$150 per day and will be deducted from the teacher's pay at the time it is used. Purchased personal leave days can't be used in conjunction with other personal leave days.
8. One (1) additional day of personal leave shall be granted each year to an employee who has completed twenty (20) or more years of service with the district.
  - a. This day shall be utilized as the first of the teacher's three (3) personal days.
  - b. This day shall not be subject to additional remuneration if not utilized by employee.
  - c. This day shall be granted under the same terms and conditions as V.E. 1-4.

#### F. Bereavement Leave

1. Ten (10) days shall be allowed for the death of a teacher's spouse, child or domestic partner as defined by the U.S. Department of Personnel Management.
2. Five (5) days shall be allowed for each death in a teacher's immediate family; immediate family shall be defined as: parent, brother, sister, grandchild, grandparents, or parent-in-law or parents of domestic partner.
3. Two (2) days shall be allowed for each death of a teacher's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, uncle, aunt, niece/nephew or any member of a teacher's household.
4. One (1) day shall be allowed each year to attend the funeral of a friend close to the teacher. The leave must have the written approval of the building principal.
5. Additional bereavement leave days may be granted subject to the approval of the superintendent.

6. Bereavement leave shall be non-cumulative.

G. Short Term Leave of Absence

1. Teacher absence for a period of time from duties as required under the terms of the contract may be granted with the approval of the superintendent, not to exceed two (2) days for any school term.
2. Teacher absence for a period of time from duties as required under the terms of the contract may be granted with the approval of the superintendent, not to exceed five (5) days for any school term. However, only one such five-day short-term leave of absence will be granted within any two (2) year period, meaning that any short term leave will be taken a minimum of two (2) years from the previous leave.
3. The short-term leave of absence cannot be taken in conjunction with any other leaves provided within the Master Contract.
4. The short-term leave of absence shall be without payment of salary.
5. Salary shall be deductible at the full daily rate computed on each teacher's base salary divided by the contract days identified in I-A.

H. Leave of Absence

1. A teacher who intends to contract with the school district may, at the sole discretion of the school board, be granted a leave of absence, not to exceed 12 weeks for pregnancy, childbirth, adoption, or disability;
2. The leave of absence shall be subject to the approval of the school board.
3. The leave of absence shall be without payment of salary.
4. Teacher participation in the school district group hospitalization insurance program may be continued during the leave of absence provided, however, that the teacher shall assume and pay for the entire premium.
5. All sick leave and Personal Days must be used in order to apply for a Leave of Absence.

I. Insurance/Wellness

1. Health, medical, and hospitalization insurance is available on a Group Health Plan or a HDHP/HAS Plan, which provides for individual and family coverage, but shall not include domestic partner.
2. Teacher participants in the Group Health Plan will pay the following premiums:

Teacher Only	Monthly Premium	\$94.30
Teacher + Spouse (if applicable)	Monthly Premium	\$193.09
Teacher + Child(ren)	Monthly Premium	\$178.48
Family	Monthly Premium	\$289.35

Teacher participants in the HDHP/HSA Plan will pay the following premiums:

Teacher Only	Monthly Premium	\$73.18
Teacher + Spouse (if applicable)	Monthly Premium	\$149.86
Teacher + Child(ren)	Monthly Premium	\$138.53
Family	Monthly Premium	\$224.56

Those active teachers enrolling in the HDHP/HSA Plan will receive either \$750 (teacher only option) or \$1,500 (all other options) from the Yankton School District for the 2021-2022, 2022-2023, 2023-2024, and 2024-2025 contract years. This provision does not apply to retirees.

Participation in any insurance program is optional on the part of the teacher.

3. An annual employee insurance premium adjustment may be applied not to exceed 20% for each of the 2021-2022, 2022-2023, 2023-2024, and 2024-2025 contract years.
4. Teachers hired after April 1, 2014 shall not be eligible to continue to participate in the district's group health insurance program or the HDHP/HSA Plan, as a retiree. The district will adhere to Federal law pertaining to COBRA.
5. In no event shall Yankton School District contribute less than seven hundred and fifty thousand dollars (\$750,000) to the self-insurance fund during the term of this contract only. This requirement shall expire upon the termination of this contract.
6. All full time teachers are eligible to receive a \$150 reimbursement towards their membership in a health/fitness center or a weight reduction plan membership of the teacher's choice.
7. An advisory committee shall be formed to discuss the health insurance program offered by the District and to make recommendations to the District regarding such program. The committee will meet two (2) times per calendar year, and will consist of ten members. Five members will be appointed by YEA and at least one of those members must be an at-large member of the community who is not nor has ever been an employee of the District. The remaining five members will be appointed by the Superintendent and will be comprised of a Board member, the Superintendent, two employees of the District and one at-large community member who is not nor has ever been an employee of the District. The business manager will serve in an advisory capacity to the committee. All recommendations made by the committee are advisory in nature and are not binding on the District. Nothing in this Section 7 requires the District to negotiate any term, benefit or condition of the health insurance program offered by the District.

#### J. Early Retirement

1. Teachers who have had at least twenty-five (25) years of consecutive, satisfactory service in Yankton School District shall have the option to elect early retirement at the end of such school year. However, any such teacher must also have attained the minimum age of 55 and not exceeded the age of 65 to be eligible. The age of the retiree on June 30 of the retirement year will be utilized as a basis of eligibility. Teachers hired prior to January 1, 2007 and have at least 15 years of consecutive

satisfactory service in the Yankton School District shall be eligible to elect early retirement at the end of such school year.

2. A written application to enter the early retirement program must be submitted to the school board prior to February 1 of the year in which they elect to retire. Early retirement must coincide with the end of the school term.
3. A formal agreement must be signed by the retiree and the school board.
4. A teacher who chooses to retire under this program may re-apply to the Yankton School District for employment. The District, in its sole discretion, may re-hire the teacher. Any teacher who is hired by the District after retiring under this program, however, may be treated as if the teacher is applying as a new employee with no credit for prior service to the District or otherwise given credit for service in an amount less than actual prior service in the District's sole and absolute discretion. There is no promise or guarantee that the teacher will be rehired or, if rehired, that the teacher will be paid at the same level. If the teacher is rehired by the District, the early retirement payment will be based on the teacher's salary as of the date of early retirement notification and paid at the end of the school year that the board approved the early retirement request.
5. The total amount of early retirement benefits paid in any one fiscal year shall not exceed four (4) individuals. The teacher with the most years of experience in Yankton School District shall receive first consideration for Early Retirement benefits.
6. In the event of a tie, these criteria will be used in the following order to determine early retirement:
  - a. Total Yankton School District Experience
  - b. Total Teaching Experience
  - c. Degree Level
  - d. Original Contract Date
7. A teacher who enters early retirement shall be paid a total amount equal to seventy-five percent (75%) of salary of the contract year in which the retiree elects to retire. Salary shall be defined as the present contracted salary of the teacher electing early retirement. Extracurricular payments shall not be included in salary unless the teacher directed the activity for five consecutive years, including the year in which early retirement is granted. Either one full payment will be made on the twenty-fifth day of December or January, or two partial payments equaling the full amount will be made in December and January following the year of retirement, upon written request of the retiree.
8. The school board shall withhold all deductions required by law

Age as of June 30 of retirement year.....	55 to 65
Years of service required in Yankton School District.....	25
Percent of salary paid to individual teacher.....	75

9. A teacher who has been dismissed through the district's Reduction In Force policy may apply prior to May 1 of the dismissal year for early retirement benefits in accordance with the Master Contract.
10. Teachers who are granted early retirement benefits may continue to participate in

the Group Health Plan or the HDHP/HSA Plan under the following conditions:

- a. The early retiree shall pay the retiree premium rate set by the district.
- b. The monthly premium shall be paid by each early retiree at such time and in such a manner as required by the business manager of the district.
- c. An early retiree may maintain dependent or individual coverage at the time of early retirement. The early retiree will be afforded a one-time option of changing their coverage during the time period they participate in the health insurance program following retirement during the annual open enrollment or with a qualifying event.
- d. The district's health insurance coverage shall cease at the age when Medicare coverage becomes effective.
- e. If an early retiree dies and the spouse was not a teacher for the district eligible for health insurance programs, the spouse shall lose coverage under the district's group plan within sixty (60) days of such death, unless the spouse is eligible for continuing group coverage under federal mandated law.
- f. Retirees currently participating in the district's health insurance program as of the effective date of this Master Contract shall also be subject to the same terms and conditions of section 10.a. through g.
- g. An employee who elects early retirement may continue in the district's group insurance coverage until the age at which Medicare coverage becomes effective by paying the retiree premium rate set by the district.

11. Teachers hired after January 1, 2007, shall not be eligible for early retirement.

## VI. Completion of Contract

- A. Teachers who complete a contract year and who do not plan to continue employment with the district shall notify the business manager of their intent.
- B. Upon the notification and the successful completion of all requirements under the terms of the contract, the final compensation may be accelerated upon the written request of the teacher.
- C. Group Health insurance benefits for those not continuing employment shall be continued until August 31 of the present contract.

## VII. Termination of Contract

- A. Requests for approval to terminate a contract must be submitted to the school board in writing.
- B. Teachers who fail to complete the provisions of the contract shall forfeit liquidated damages

in accordance with the following schedule:

1. Date of Contract Signed through April 30 .....\$600
2. On May 1 through May 31 .....\$1,200
3. On June 1 through June 30.....\$1,800
4. On July 1 through July 31.....\$2,200
5. On or after August 1.....\$3,000

**VIII. Teacher-Staff Reduction Policy**

- A. This policy shall encompass all certified classroom teachers.
- B. In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:
  1. The school board will determine which teachers to terminate using the following criteria, not necessarily listed in order of importance, as well as any and all other relevant considerations: student needs; years of service to the district; evaluation records; recommendations of administrative staff; accreditation standards; requirements of the courses or grade level to be taught; professional preparation; experience in a similar position; and priority and/or elimination of programs.
  2. Any teacher terminated pursuant to this policy shall have recall rights for three calendar years from the effective date of such termination and shall be recalled to available positions in reverse order of termination. If more than one teacher with the same termination date is eligible for a position, the school board shall select the teacher to be recalled by considering the criteria listed in B-1. Such terminated teacher must have a major in the academic subject vacated by such termination and be qualified to perform all of the assigned duties; then and in that event such teacher shall be assigned to the position vacated.
  3. In the event of teacher-staff reductions, teachers in grades nine through twelve can qualify for vacated positions only in grades nine through twelve; teachers in grades six, seven and eight can qualify for vacated positions only in grades six, seven and eight; teachers in preschool through fifth grade can qualify for vacated positions only in preschool through grade five. Teachers so reduced may apply for all other non-qualified position openings for which they are certified.
  4. A teacher rehired during the recall shall retain accumulated sick leave benefits, and be rehired at a salary not less than their salary when the reduction in force commenced. Experience gained during the layoff period in other positions that qualify as experience under the school district policy shall also be considered.
  5. Individuals who seek reemployment under this provision must notify the school board annually in writing not later than March 1 of each school year if they seek reemployment. Failure to notify the school board nullifies any claim for reemployment. In the event of teacher-staff reduction, a teacher shall automatically
  6. be subject to recall for vacancies occurring during the next school term.
  7. A teacher who has been terminated under this policy shall have only one opportunity to be reemployed under this policy. If the teacher refuses a position for which such teacher is qualified, the priority for replacement is terminated and thereafter they shall be considered a new applicant.

**APPENDIX A**  
**EXTRA DUTY PAY SCHEDULE**

To determine the base factor for each activity, multiply the point value by \$580. The base factor for the 2024-2025 school year will increase by the same percent (%) as the negotiated teacher salary.

	POSITION	POINTS
FOOTBALL	<b>VARSITY - HEAD</b>	12
	<b>VARSITY - ASSISTANT</b>	8
	<b>FRESHMAN</b>	7
	<b>8TH GRADE</b>	5
	<b>7TH GRADE</b>	5
BASKETBALL		
	<b>VARSITY - HEAD BOYS</b>	12
	<b>VARSITY - HEAD GIRLS</b>	12
	<b>VARSITY - ASSISTANT</b>	8
	<b>SOPHOMORE</b>	8
	<b>FRESHMAN</b>	8
	<b>8TH GRADE</b>	5
	<b>7TH GRADE</b>	5
WRESTLING	<b>6TH GRADE</b>	4
	<b>VARSITY - HEAD</b>	12
	<b>VARSITY - ASSISTANT</b>	8
TRACK	<b>6TH/7TH/8TH GRADE</b>	5
	<b>VARSITY - HEAD (BOYS &amp; GIRLS)</b>	12
	<b>VARSITY - ASSISTANT</b>	8
CROSS COUNTRY	<b>7TH/8TH GRADE</b>	5
	<b>6TH GRADE</b>	4
	<b>VARSITY - HEAD (BOYS &amp; GIRLS)</b>	9
TENNIS	<b>VARSITY - ASSISTANT</b>	6
	<b>6TH/7TH/8TH GRADE</b>	5
	<b>VARSITY - HEAD GIRLS</b>	8
GOLF	<b>VARSITY - HEAD BOYS</b>	8
	<b>VARSITY - ASSISTANT GIRLS</b>	5
	<b>VARSITY - ASSISTANT BOYS</b>	5
	<b>VARSITY - HEAD BOYS</b>	8
	<b>VARSITY - HEAD GIRLS</b>	8
	<b>VARSITY - ASSISTANT BOYS</b>	5
	<b>VARSITY - ASSISTANT GIRLS</b>	5

	POSITION	POINTS
GYMNASTICS	<b>VARSITY - HEAD</b>	12
	<b>VARSITY - ASSISTANT</b>	8
	<b>6TH/7TH/8TH GRADE</b>	5
VOLLEYBALL		
	<b>VARSITY - HEAD</b>	12
	<b>VARSITY - ASSISTANT</b>	8
	<b>SOPHOMORE</b>	8
	<b>FRESHMAN</b>	8
	<b>8TH GRADE</b>	5
	<b>7TH GRADE</b>	5
CHEER / DANCE	<b>6TH GRADE</b>	4
	<b>HEAD COMPETITIVE CHEER</b>	9
	<b>HEAD COMPETITIVE DANCE</b>	9
SOCCER	<b>SIDELINE CHEERLEADER ADVISOR</b>	6.5
	<b>VARSITY - HEAD BOYS</b>	9
	<b>VARSITY - HEAD GIRLS</b>	9
MUSIC	<b>VARSITY - ASSISTANT</b>	6
	<b>BAND DIRECTOR - HIGH SCHOOL</b>	12
	<b>MARCHING COLOR GUARD SUPERVISOR</b>	4.5
	<b>BAND DIRECTOR - ASSISTANT HIGH SCHOOL</b>	4
	<b>ORCHESTRA DIRECTOR</b>	4
	<b>VOCAL MUSIC DIRECTOR - HIGH SCHOOL</b>	4
DEBATE / ORAL INTERP	<b>BAND DIRECTOR - MIDDLE SCHOOL</b>	4
	<b>DEBATE - HEAD</b>	12
	<b>DEBATE - ASSISTANT</b>	8
	<b>ORAL INTERPRETATION - CO-HEAD</b>	6
DRAMA	<b>ORAL INTERP - 7TH/8TH GRADE</b>	3
	<b>DRAMA - HEAD SPRING</b>	7.5
	<b>DRAMA - HEAD FALL</b>	7
	<b>DRAMA - HEAD ONE ACT</b>	6.5
	<b>DRAMA - ASSISTANT SPRING</b>	5.5
	<b>DRAMA - ASSISTANT SPRING (MUSIC)</b>	5.5
	<b>DRAMA - ASSISTANT FALL</b>	5
	<b>DRAMA - ASSISTANT ONE ACT</b>	4.5

	POSITION	POINTS
OTHER HIGH SCHOOL	ARICKARA ADVISOR	7
	WOKSAPE ADVISOR	7
	STUDENT COUNCIL ADVISOR	4.5
	SCIENCE OLYMPIAD ADVISOR	4
	NATIONAL HISTORY DAY ADVISOR	4
OTHER MIDDLE SCHOOL	YMS HAPPENINGS/YEARBOOK ADVISOR	4
	SCIENCE OLYMPIAD ADVISOR	4

**APPENDIX B**  
**DEPARTMENT HEAD PAY SCHEDULE**

To determine the base factor for each department position, multiply the point value by \$425

DEPARTMENT HEAD	POSITION	POINTS
	<b>DIRECTOR OF TECHNICAL ED</b>	7
	<b>HIGH SCHOOL DEPARTMENT HEAD</b>	4.5
	<b>MIDDLE SCHOOL DEPARTMENT HEAD</b>	4.5
	<b>MUSIC DEPARTMENT HEAD</b>	4.5
	<b>PHYSICAL EDUCATION/HEALTH DEPARTMENT HEAD</b>	4.5
	<b>COUNSELING DEPARTMENT HEAD</b>	4.5

**APPENDIX C**  
**EXPERIENCE SCHEDULE**

In addition to the salary extra duty allowance, the following experience schedule will apply:

EXPERIENCE STEP	EXPERIENCE FACTOR
0	1.00
1	1.01
2	1.02
3	1.03
4	1.04
5	1.05
6	1.07
7	1.09
8	1.11
9	1.13
10	1.15
11	1.17
12	1.19
13	1.21
14	1.23
15	1.25
16	1.27
17	1.29
18	1.31
19	1.33
20	1.35

All extra duty assignments begin on Step 0. Any experience in the particular coaching area will advance the contract to that particular step. Experience will be credited only for the specific activity for which an individual is coaching.

## AMENDMENT TO MASTER CONTRACT

The Yankton School District 63-3, through its School Board and the Yankton Education Association, wish to amend the Master Contract as follows:

### Section IV. Extracurricular/Extra Duty Payments, Appendix A

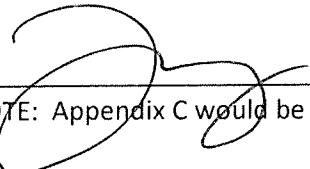
#### ADDENDUM TO APPENDIX A EXTRA DUTY PAY SCHEDULE

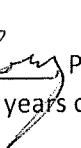
To determine the base salary for each activity, multiply the point value by \$425.

	POSITION	POINTS	BASE SALARY
SOFTBALL	VARISTY - HEAD	9	\$3,600
	VARSITY - ASSISTANT	6	\$2,400

Dated this 11 day of April, 2022  
School Board

Dated this 11 day of April, 2022  
Yankton Education Association

By , President

By , President

NOTE: Appendix C would be applicable for determining softball coaching salaries pertaining to years of experience.

## **Memorandum of Understanding**

This Memorandum of Understanding (“Agreement”) is between Yankton School District 63-3 (“YSD”) and the Yankton Education Association (“YEA”).

### **Background**

- A. YEA is the duly elected representation of the teachers in the YSD.
- B. YEA and YSD are parties to the Yankton School District Master Contract which is in effect through the 2024-2025 school terms (the “Master Contract”).
- C. The Master Contract does require, however, YEA and YSD to negotiate the percentage increase in teacher salaries annually. The parties are in the process of scheduling negotiations for teacher salary increase for the 2023-2024 term.
- D. YSD has also requested that the parties also re-open negotiations on the limited issue of increasing the dollar value used to calculate the base factor for Extra Duty Pay as set out in Appendix A to the Master Contract. Currently, that dollar value is \$425.
- E. YEA has consulted with its membership and obtained authority to also re-open negotiations concerning the dollar value used to calculate the base factor for Extra Duty Pay as set out in Appendix A to the Master Contract.

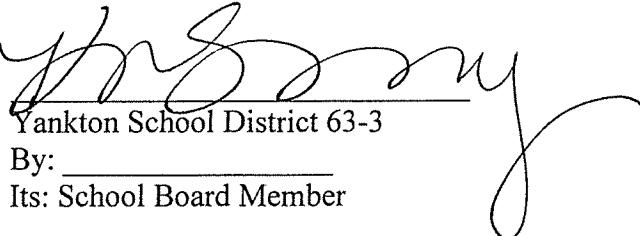
Now, therefore, YEA and YSD agree as follows:

1. In addition to the issue of the percentage increase in teacher salaries for the 2023-2024 term, the parties agree to negotiate on an increase in the dollar value used to calculate the base factor for Extra Duty Pay. The dollar value is currently set at \$425.00.
2. All other terms of the Master Contract will remain in full force and effect and shall not be subject to further negotiation.

Dated this 23 day of March, 2023.

Yankton Education Association  
By: Henry  
Its: President

Dated this 23 day of March, 2023.

  
Yankton School District 63-3  
By: \_\_\_\_\_  
Its: School Board Member