

# **EDMUNDS CENTRAL SCHOOL DISTRICT**

## **2024 -2025**

### **NEGOTIATED AGREEMENT**

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**NEGOTIATED POLICIES  
2024-2025 SCHOOL YEAR**

**ARTICLE I - SALARY**

1. All bachelor's degree personnel with zero years of experience will start at a salary of \$45,000 for 2024-2025 school year.

2. Each current teaching staff member will receive a \$3,000.00 salary increase for the 2024-25 school year.

3. BS/BA equivalent will be allowed for each of the following educational levels:

**BS/BA+15**

Eight hundred dollars (\$800.00)

**BS/BA+ 30**

Eight hundred dollars (\$800.00)

**BS/BA+45**

Eight hundred dollars (\$800.00)

<b>Base</b>	<b>+15</b>	<b>+30</b>	<b>+45</b>	<b>MS</b>	<b>MS+15</b>	<b>MS+30</b>
\$45,000	\$800	\$800	\$800	\$3,000	\$800	\$800

**Example for a MS+30:**

(Base) \$45,000 + (+15) \$800 + (+30) \$800 + (+45) \$800 + (MS) + \$3,000 + (MS+15) \$800 + (MS+30) \$800 = \$52,000

4. Three thousand dollars (\$3000.00) over the BS/BA equivalent will be allowed for the MS/MA degree in the teacher's major teaching field.
5. Above the BS/BA degree, if additional graduate hours are obtained after signing the contract and before the next school year begins, you will receive the educational increase. (see item #4.)
- Intent of additional credit is to be made known to the Business Office by May of current year.
  - If the Board requests an individual teacher to go back for more education, said teacher will receive \$100.00 per credit hour to be paid upon the satisfactory completion of the additional education.
6. Five years of outside degree experience can be brought into the District.
- Upon determination of the years of experience to be brought into the system, the teacher shall be placed at the same salary as existing employees with the same experience in the system.
  - If there is not an existing employee with the same experience, the initial salary placement for the new staff member will be made on a prorated basis between the District starting salary and the salary of the nearest current staff member.
7. No credit will be allowed for non-degree years of teaching experience.
8. The Board shall have the right to hire without being bound by paragraphs 1 through 7 above. The Board shall notify the ECEA President by certified letter that the contract is offered.
9. If during the effective dates of the agreement it is discovered that the District will not meet its requirements under the compensation accountability provisions, the Board shall have the discretion to make any upward adjustments to salary and/or benefits as necessary to meet those provisions.

10. Extra Duty Pay Schedule as a flat rate.

Head Golf Coach	\$3,889.00
Athletic/Activities Director	\$6,074.00
Fall Play Advisor	\$1,215.00
Spring Play Advisor	\$1,215.00
One Act Play Advisor	\$1,823.00
Oral Interpretation Advisor	\$1,823.00
FFA Advisor	\$3,060.00
Music Advisor (concerts, contests, marching band, games)	\$1,297.00
Annual Advisor	\$2,188.00
Jr. Class Activity Coordinator	\$1,215.00
Sr. Class Activity Coordinator	\$1,215.00
Student Council Advisor	\$1,215.00

11. In addition to the salary previously specified, the District will pay each teaching staff member who actively participates in the pre/post school in-service training program the amount authorized, less withholding required by law, with the payments to be made on the last day of the in-service. These payments will be made in the future only if sufficient funds are separately allocated by the state of the District for these purposes.

- Courses, workshops, clinics, and professional conventions attended can be substituted in lieu of the required preschool in-service, with prior approval of the administration.

12. Additional days worked per the request by the Superintendent/Board, outside of the 170 contract days, will receive a \$125 stipend per full day worked.

13. Summer School, Special Education Extended School Year (ESY), and Migrant Summer School Teachers will be paid \$30.00 per hour. Teachers will receive one hour of paid planning time per four hours of teaching.

14. Certified teachers and administrators, after being in the school system for five (5) years, will be paid \$20 per day for each day of unused sick leave when leaving the school system. Payment is limited to 60 days and is not applicable if the teacher is terminated for just cause.

15. Certified staff will sell tickets at two (2) home events and will receive payment of \$20.00 for a single game or \$30.00 for a double-header event.

- a) A doubleheader (selling tickets at both boy's & girl's games) will count as 2 events.
- b) Employees such as coaches, band director, supervisors, or others as determined by the Superintendent will be exempt from the ticket selling list.
- c) Employees that work at least three (3) home events (line judge, official, score table, etc.) will be exempt from taking tickets; however, the employee signed up to work the event must be the person that actually works the event in order to be exempt from ticket-taking. Event work is not transferrable.
- d) Employees will be offered the opportunity at the start of school to place their name on the ticket selling list.

16. Employees will be allowed \$670 a month toward school health, dental and vision insurance with any leftover money applied to other insurances or annuities that are payroll-deductible through the school.

- a) The Edmunds Central School Superintendent will form an insurance committee composed of one (1) classified staff member and two (2) administrators and two (2) members of the bargaining unit, which

members are to be selected by the bargaining unit, to review insurance matters and policy changes and make recommendations to the Board of Education.

- b) Individuals may choose deductible options which will need to be decided before the enrollment date.
- c) Payment of part-time positions of 50% or less will be prorated.

## **ARTICLE II – CONTRACTS**

1. On the last student contact day of the week and before holidays, the teachers may leave school as soon as the buses depart.
  - a) Exception to this policy would be if the teacher is required to be at a scheduled IEP meeting.
2. The Board shall pay each contracted employee on the 20<sup>th</sup> of each month.
  - a) If the 20<sup>th</sup> shall fall on a weekend or holiday, the checks will be issued on the last teaching day prior to the weekend or holiday.
  - b) The Board shall provide the option of receiving salaries in 10 or 12 month payments for each teacher.

## **ARTICLE III- OTHER JOB PROVISIONS**

1. All teachers will be provided a twenty-five (25) minute duty free lunch period.
2. The Edmunds Central Board Policy Handbook is available online. All teachers will receive a hardcopy of the current Edmunds Central Negotiated Agreement annually during Fall In-Service. A copy of the Edmunds Central Negotiated agreement is posted online.
3. The method of travel and place of overnight lodging for supervising staff members and students attending school functions outside the District shall be approved in advance by the Superintendent.
4. Personnel File
  - a) Each employee shall have the right, upon request, to review the contents of said employee's personnel file and to place therein written reactions to any of its contents.
  - b) The employee shall have the right to have copies of any items in the file made at Board expense and to be accompanied by a representative of the Association during the review of the file.
  - c) The file review shall take place in the Business Office pursuant to a standard written procedure to be established by the Superintendent. The procedure shall be printed in the employee handbook.
5. Teachers will have a budget, subject to Board approval, to be set yearly to be used for school items such as bookmarks, stickers, art supplies, etc. to be used at their discretion.
  - a) Teachers are required to keep account receipts and turn in a one-time billing or requisition items in the spring.
6. Any teacher who will be supervising students in a regular or extra-curricular activity or doing a school-related duty such as ticket selling after the regular school day ends may leave after the students have been dismissed at the end of the school day.

#### **ARTICLE IV – CALENDAR**

1. The Edmunds Central Superintendent will solicit input from the Edmunds Central Education Association in creating a school calendar.

#### **ARTICLE V – LEAVE POLICY**

1. Annual sick leave shall constitute twelve (12) days per school term and shall accumulate up to sixty (60) days.
2. At the end of the school year, unused sick leave accumulated beyond sixty (60) days shall be paid out at a rate of \$60 per day.

Example: A staff member ends the 2023-24 school year with exactly sixty (60) days of sick leave remaining. This staff member will begin the 2024-25 school year with seventy-two (72) days of sick leave. The staff member uses no sick leave during the school year and as of the last day of school still has seventy-two (72) days of sick leave. The staff member will be paid \$720 (12 days x \$60 per day) in June of 2025, effectively resulting in the staff member ending the year with sixty (60) days of sick leave. The staff member will again begin the subsequent school year with seventy-two (72) days of sick leave.

3. Sick leave will be awarded for the following reasons at no loss of pay.
  - a) Sickness of the individual teacher, spouse and/or children.
  - b) Up to four days of sick leave will be granted in the case of immediate family medical attention.
    - i. Immediate as used in sick leave refers to first line relation meaning spouse, children, parents, parents-in-law, brothers (in-law), sister (in-law), grandparents, & grandchildren.
  - c) Leave for death in the family shall be deducted from sick leave and limited to 7 days per year. If additional days are requested, the Superintendent may grant or deny additional days, in her sole discretion and that decision shall not be the subject of a grievance or an unfair labor practice complaint.
4. Annual personal leave shall constitute 3 days per school term and may accumulate up to 5 days.
  - a) Teachers who have not used all their personal days will have the option of taking any additional days over 2 and putting them towards their accumulated sick leave.
    - i. Teacher may also purchase 2 extra personal days at the cost of 1/170<sup>th</sup> of the base salary.
      - a. This personal leave can be used at the discretion of the teacher.
      - b. Notice must be given to the administration at least one week prior to the day or days of leave, so necessary arrangements can be made without jeopardizing the educational programs of the school.
  - b) Once the full 60 days of accumulated sick leave has been met, teachers will have the option of being reimbursed for any additional days over 2 at the rate of full sub pay.
    - i. The teachers will need to notify the office by June 1 of that contract year to put the extra days in their sick leave.
    - ii. Reimbursement days will be paid in the September paycheck of the following contract year.

Unless an emergency arises, in which case immediate personal leave will be granted upon approval of the administration. The administration reserves the right to limit the number of teachers who may use their personal leave on a given day.

5. Two days of professional leave (workshops, etc.) with pay shall be given each teacher with the approval of the administration.
  - a) The Board will continue to pay expenses for mileage/meals and lodging according to the state rates.
  - b) Professional leave shall not be deducted from the annual sick leave.
6. One bereavement day shall be given to each teacher per contract year to be used for a funeral.
7. Teachers on a 4/5 day basis are allowed four-fifths of sick leave, and three days of personal leave each school term. This sick leave will accumulate to 60 four-fifths days.
8. The teacher absent does not have the right to hire the substitute.
9. In the event of absence, the administration must be notified by 7:00 a.m. so arrangements can be made for a substitute.

Telephone number for Edmunds Central:

Edmunds Central School Office – 287-4251

10. Sickness as used in sick leave also includes all doctor appointments.

#### FAMILY & MEDICAL LEAVE

The District shall comply with the mandatory provisions of the Family Medical Leave ACT of 1993.

- a) The superintendent shall administer leave policies adopted by the Board of Education, setting forth the rights and procedures granted by the Act.
- b) An eligible employee must have been employed by the District for at least one thousand two hundred fifty (1250) hours during the previous (12) months.

#### Maternity Leave:

A faculty member who becomes pregnant or is applying for adoption of a child, and anticipating the need for related leave time, shall notify the Superintendent at the earliest possible date to insure that appropriate arrangements can be made.

- a) Pregnancy shall be considered a physical disability and sick leave granted for a reasonable period of post-delivery days (the district will assume an average leave period of 30 consecutive working days, post-delivery time).
- b) Each teacher may be entitled to additional pre-delivery and post-delivery sick leave allowance upon submission of a written statement to the Superintendent from the teacher's physician affirming the need for such additional leave.
- c) In no instance will paid leave days be granted in excess of the accumulated sick leave earned by the teacher in service of the district.

## **SICK LEAVE BANK**

A voluntary sick leave bank will be established for all contracted staff under the following conditions and provisions:

1. Each person will sign a form September 1 requesting participation in the sick bank. Those employed after September 1 will need to sign the form within 15 days of employment to be eligible for participation in the sick bank. New members of the bank must submit a day of his/her leave in order to withdraw days from the bank.
2. Members may request up to 15 days from the sick bank for long-term extended illness or disability of the teacher, spouse, children, parents, and parents-in-law. Use of bank days may not begin until after a member's accumulated sick leave days & personal days have been exhausted, at which time the participating member may request up to 15 days from the bank. If the member would need more leave beyond the 15 days, they may then request again following the same procedure.
3. Administration of the bank shall be handled by a committee/business manager (President & Secretary/Treasurer) of the association and one administrator. Request for use of the bank shall be made to the committee and shall be supported by a written statement from the teacher's physician.
4. Days in the bank shall be withdrawn on a first-come, first-serve basis and, if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next contract year.
5. Sick bank is full at 60 days.
6. When sick bank is full, those who have contributed in the past no longer donate on day until one-fourth of the bank is depleted. Staff members, not having belonged the previous year, will give a day whether the bank is full or not.

**Commencing with the commencement of the 2019-2020 school year, the former past practices regarding sick leave will be discontinued and the policy will be strictly interpreted and followed.**

## **ARTICLE VI – CIVIC DUTY LEAVE POLICY**

All staff members of this District who may be called for jury duty, service on election boards or subpoenaed (in connection with matters which are not related to business or direct activities of the staff member or his/her family) to appear in court shall be granted leave with pay (not to be deducted from sick leave or personal leave) for the days or parts of days such absence is required. Any payment received shall be deducted from the regular salary.

## **ARTICLE VII- GRIEVANCE PROCEDURE**

### **Section I**

#### Definitions:

1. A grievance is a complaint by a person or group of persons employed by the District, made either individually or by a duly authorized and recognized employee association through its representative, and recognized employee association through its representative, that there has been a violation, misinterpretation or inequitable application of any existing agreement, contract, policy, rule, practice or procedure of the School Board as they apply to conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule or procedure is not a "grievance."
2. An "aggrieved person" is the person or group of persons making the claim.
3. "Board" means the School Board of the District.
4. "Days" shall mean the calendar days unless otherwise specified.

### **Section II**

#### Procedure:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the District and to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administrations, and having the grievance adjusted without the intervention of the employee association, provided the adjustment is not inconsistent with the terms of the negotiated agreement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

### **Section III**

#### Procedure:

1. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.
2. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the Article.
3. If an employee does not file a grievance in writing with the principal or other supervisor within ten calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
4. A supply of the grievance forms shall be on file with the building principal, and/or immediate supervisor.



## Section IV

### **Level One – School Principal, Immediate Supervisor or Other Administrator**

1. The aggrieved person shall submit his claim in writing.
2. Two (2) copies of this written grievance shall be prepared by the employee and he shall send one copy to each of the following: principal and the superintendent of schools.
3. The administrator, within five (5) days, shall render his decision in writing to the aggrieved person.

### **Level Two – Superintendent of Schools**

1. If an aggrieved person is not satisfied with the decision concerning his alleged grievance at Level One, or if no written decision has been rendered within five (5) days, he may, within three (3) days after the decision is rendered, or within eight (8) days after his formal presentation, file his alleged grievance with the Superintendent of Schools.
2. The Superintendent of Schools within five (5) days from the receipt of the written grievance shall meet with the aggrieved person for the purpose of resolving the grievance. The principal who was involved at Level One shall be notified and shall have the option of attending the meeting. Arguments and documentation of all parties shall be given to the Superintendent and the grievant. The Superintendent shall, within five (5) days after this meeting, render his decision in writing to the aggrieved person and the principal.

### **Level Three – Board of Education**

1. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days, he shall within five (5) days thereafter transmit it by letter to the Business Manager with a statement of reasons why it is being appealed.
2. At the next regular meeting or at a special meeting, the Board (or its designated agent) shall consider the grievance and render a decision or, the board may further investigate the grievance and set a hearing to be held as soon as practical.

### **Level Four**

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level three or if no written decision has been rendered with the time period set forth in the preceding paragraph, he or she may, may appeal to the Department of Labor, pursuant to SDCL 3-18-15.2.
2. The inclusion of this paragraph in this Grievance Procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

### **Level Five**

1. All provisions as provided in SDCL 3-18-15.2.

## Section V

### **Miscellaneous:**

1. If in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building, they shall report immediately to the principal of such building being visited and state the purpose of the visit.
2. Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
3. Any party or parties in interest shall appear and may be represented at formal Levels I and II of the grievance procedure by one representative. When the representative is not a member of the employee association, the employee association shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels I and II of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective

representatives. At Level II a maximum of three (3) representatives, one of whom will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.

4. If, in the judgment of the employee association, a grievance affects a group or class of employees, the association may submit such grievance in writing to the superintendent directly and the processing of such a grievance shall be commenced at Level II. The employee association shall designate not more than two spokesperson for the association in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that employee association shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
5. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this Grievance Procedure. The vote on the Board's decision on Level III grievances shall be made in open session.
6. Meetings and hearings will not be conducted during the school day under normal circumstances however, if so, party or parties of interest, principals will not be paid for loss of time.
7. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

**Request for Settlement of Grievance**

**LEVEL ONE**

**(To be completed by aggrieved person)**

Date of presentation to Principal:

Name of Aggrieved Person:

Home address:

School:

Principal:

NATURE OF GRIEVANCE:

SETTLEMENT REQUESTED:

Signed by Aggrieved Person: \_\_\_\_\_

**Reply to LEVEL ONE Grievance**

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home address:

School:

Date of presentation of grievance to Principal:

Reply of Principal with Rationale:

Signed by Principal: \_\_\_\_\_

**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:

Settlement request:

Signed by Aggrieved Person \_\_\_\_\_

**Reply to LEVEL TWO Grievance**

Copies of Request for Settlement of Grievance LEVEL ONE and Reply must be attached.

Date Reply sent to Aggrieved Person:

Name of Aggrieved Person:

Home Address:

School:

Date of submission of Grievance to Superintendent:

Decision of Superintendent with Rationale:

Signed by Superintendent \_\_\_\_\_

**Request for Settlement of Grievance**

**LEVEL THREE**

Copies of all previous Requests for Settlement and Replies 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 Reason for submission of Grievance to LEVEL THREE:

Settlement Requested:

Signed by Aggrieved Person \_\_\_\_\_

**Reply to LEVEL THREE Grievance**

**LEVEL THREE**

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 the School Board with Rationale:

Signed by President of the Board \_\_\_\_\_



### **Withdrawal of Grievance**

Date of Withdrawal:

Name of Aggrieved Person:

Home Address:

School:

Present Level of Grievance (check one)

\_\_\_\_\_ Level ONE

\_\_\_\_\_ Level TWO

\_\_\_\_\_ Level Three

Date on which Grievance was submitted at this level:

Brief description of nature of Grievance:

**REQUEST FOR WITHDRAWAL**

I hereby request that the above grievance be withdrawn from further consideration without prejudice or record. I acknowledge that I may not re-open this grievance.

Signed by Aggrieved Person \_\_\_\_\_

## **ARTICLE VII – RECOGNITION**

1. The Board's recognition of the Edmunds Central Education Association as the bargaining representative for all certified employees employed as teachers, other than the Superintendent and Principal, shall be governed by the provisions of SDCL Chapter 3-18.

## **ARTICLE IX – SAVING CLAUSE**

1. If any provision of the Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby.

## **ARTICLE X – REDUCTION IN FORCE, LAYOFF, SENIORITY**

1. Whenever in the judgment of the Board, it is necessary to reduce staff in the District for financial, enrollment or program elimination reasons, the Board shall try to effect such reduction through normal attrition.
2. Staff with emergency and/or temporary certification and aides not essential to the operation of the District as determined by the Board shall be released first.
3. If further reductions are necessary the Board may consider the following, not necessarily in order of priority, any of which may be used in determining which staff members will be non-renewed:
  - a. Student needs
  - b. Financial condition of District
  - c. Priority of programs
  - d. Program elimination
  - e. Recommendations of administrative staff
  - f. Evaluation records
  - g. Qualifications
  - h. Certification
  - i. Longevity
  - j. Educational background
  - k. Continuing contract status
  - l. Federal mandates
  - m. And other relevant considerations
4. For the purpose of this policy, the effective date of a lay-off by reduction in the force shall be June 30<sup>th</sup>.
5. If, during the one (1) fiscal year subsequent to the time a continuing contract teacher is laid off because of reduction in staff, a vacancy occurs in the grade, subject areas and activities in which a laid off teacher had been teaching or is qualified to teach, reemployment shall be extended to the teacher in reverse order of lay-off.
  - a) Where more than one staff member has the same recall date and is qualified for the open position , the Board may consider, among other things:
    - i. Recommendations of administrative staff
    - ii. Qualifications, years of service
    - iii. Educational background in selecting the person to be hired.
  - b) A recalled teacher shall retain previously accumulated sick leave benefits.
  - c) Recall privileges case when a staff member resigns.

- d) Recall privileges will also cease if upon being recalled the staff member fails to report within 20 calendar days after the mailing of a written notice of recall.
  - i. Such notice shall be sent by certified mail to the last address furnished to the Superintendent by the staff member and the 20 day period shall commence to run on the date the notice is mailed.
- e) Recall privileges will not apply to teachers under contract with another school district unless that recall is for anticipated positions in the ensuing year.

#### **ARTICLE XI – RESIGNATION OF CERTIFIED EMPLOYEE (LIQUIDATED DAMAGES)**

If the resignation of a certified employee is not by mutual consent and if the **certified employee initiates the resignation of a contract prior to its terminal date**, because the District is certain to incur damages which are difficult to determine, the Edmunds Central School District may withhold from any monies due the certified employee, or collect from the certified employee, as liquidated damages and not a penalty, sums of money according to the following schedule:

1. If such resignation occurs from June 1<sup>st</sup> to June 30<sup>th</sup>, fifteen hundred dollars (\$1,500) as liquidated damages; and
2. If such resignation occurs from July 1<sup>st</sup> to July 31<sup>st</sup>, twenty-five hundred dollars (\$2,500) as liquidated damages; and
3. If such resignation occurs from August 1<sup>st</sup> through the remainder of the term of the employee's contract, thirty-five hundred dollars (\$3,500) as liquidated damages.
4. The assessment and collection of the liquidated damages shall preclude the Edmunds Central School District from utilization of the provisions of SDCL 13-42-9 dealing with the revocation or suspension of a certificate.
5. In the alternative, the board may decline all liquidated damages and seek a one-year suspension of the certified employee's certificate.