



*NEGOTIATED AGREEMENT
FOR THE SCHOOL YEAR
2026-2027*

ELK POINT-JEFFERSON
SCHOOL DISTRICT 61-7
ELK POINT, SD 57025

AGREEMENT ISSUED BETWEEN
The Elk Point-Jefferson Board of Education
and
The Elk Point-Jefferson Education Association

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EFFECT OF AGREEMENT

2026-2027

Complete Understanding: 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 parties.

Individual Contracts: The terms and conditions of this agreement shall be reflected in individual contracts.

Savings Clause: Should any part of this agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from the agreement. The remaining parts shall be in full force.

Term of Agreement: The provisions of this agreement shall be effective as of July 1, 2026 and continue in effect until June 30, 2027. If a successor agreement is not arrived at, the terms of this agreement will remain in effect until a successor agreement is established and signed by both parties or until the completion of impasse procedure according to South Dakota Codified Law (SDCL) 3-18-8.1 and 3-18-8.2.

ARTICLE I

GROUND RULES - NEGOTIATED SESSIONS

SECTION I - CERTIFIED AND ESP

1. The Elk Point-Jefferson Board of Education, hereinafter referred to as the “Board”, recognizes the Elk Point-Jefferson Education Association, hereinafter referred to as the “association”, as the exclusive bargaining agent for all full-time and part-time certified staff, including educational support professionals (ESP/paraprofessionals, and exclusive of the Superintendent, principals, and business manager.
2. As in the past, the Board shall have a designated spokesperson and the teacher association will have two spokespersons. Other representatives may speak at the table for purposes of clarification if so directed by the chief negotiator. All other conversations by undesignated representatives shall be considered incidental.
3. Negotiations shall begin no earlier than March 1 and no later than the second full week of April.
4. Negotiations will be held with the following process:
 - a. The first meeting, possibly on a weeknight, will be to exchange proposals and answer any questions about the items exchanged. After the first meeting, a Saturday meeting will be scheduled to have both negotiating teams available that Saturday to discuss, caucus, and come to some conclusions. If not all decisions can be made at the Saturday meeting, another meeting can be set, possibly an evening or another Saturday. The intent is to complete as much of the negotiation process as possible on the first Saturday meeting.
5. Negotiations meetings shall last no longer than two (2) hours, with time extension by mutual consent. This will apply to the evening meetings, not the Saturday meetings.
6. New agenda items shall not be introduced after the first meeting unless they are money issues tied to a South Dakota legislative session.
7. Each party shall have the right to caucus.

8. Tape recorders shall be allowed for in-house use for the purpose of accurate accounting of proposals and both committees shall use the same tape and transcript. Tapes and transcripts will be destroyed after review.
9. Each party shall have the right to inform its respective groups (i.e., certified, educational support professionals, Board).
10. Tentative Agreements: When tentative agreement is reached on an agenda item, the chief negotiators shall place their signature on these items with each party retaining one copy.
11. Agreements: When the parties reach an agreement, a written summary shall be prepared for information by the Board and the members of the association.
12. Items affecting both certified and ESP can be agreed upon at the latest meeting.

ARTICLE I

GROUND RULES - NEGOTIATED SESSIONS

SECTION II - CERTIFIED AND ESP

The negotiations by the Board or its designated representatives and the employee organization or its designative representatives shall be conducted in good faith. Such obligation does not compel either party to agree to a proposal to require the making of concession but shall require a statement of rationale for any position taken by either party in negotiations.

ARTICLE I

GROUND RULES - NEGOTIATED SESSIONS

SECTION III - JOINT NEGOTIATIONS COMMITTEE (CERTIFIED AND ESP)

1. Board and Certified

- a. The committee shall consist of the superintendent; not to exceed two (2) Board members from the Board of Education or its designative representatives; and not to exceed ten (10) teachers or 20% of the teaching staff, whichever is greater. In addition, the Board and employee organization shall each be entitled to have one (1) resource or advisers present.

2. Board and Education Support Professionals (ESP)

- a. The committee shall consist of the Superintendent; not to exceed two (2) Board members from the Board of Education or its designated representatives; and not to exceed two (2) ESP and five (5) members. In addition, the Board and employee organization shall each be entitled to have one (1) resource or advisers present.

ARTICLE I**GROUND RULES - NEGOTIATED SESSIONS****SECTION IV - OPENING NEGOTIATIONS (CERTIFIED AND ESP)**

The Superintendent shall call a meeting of the committee when requested to do so by the Board or employee organization. The committee shall organize and meet as is necessary to conclude the negotiations process.

ARTICLE I**GROUND RULES - NEGOTIATED SESSIONS****SECTION V - THE AGREEMENT (CERTIFIED AND ESP)**

When an agreement is reached, it shall be reduced to writing, signed by the negotiators, and submitted to the Board for final consideration. All matters subject to negotiations are subject to the final approval of the Board of Education.

ARTICLE II

TUITION FUNDING PLAN

SECTION I - (CERTIFIED ONLY)

- a. The district will establish a tuition payment fund in order to make money available for graduate credit. The amount of the fund will be set at \$10,000 at the beginning of each contract year. The fund will remain at or will be replenished up to \$10,000 each year, but shall not exceed that amount.
- b. Payment from the fund will be limited to six (6) credits per year per individual and will match the specific debt amount incurred by the staff member, not to exceed six (6) credits or \$1008 per year. (\$168/credit)
- c. The reimbursement amount in Sections B and D.4 shall be calculated from the cost of university support (on-campus) graduate tuition at the University of South Dakota. The dollar amount in sections B and D.4 shall be adjusted prior to the start of each school year in order to reflect changes in tuition costs at the University of South Dakota.
- d. In order to receive any funding or payment from this fund, certified teachers must meet the following guidelines.
 - i. The employee must hold a valid South Dakota teaching certificate as required by the state of South Dakota for one-half tuition.
 - ii. Upon completion of the credits, the staff member must submit a voucher and attach to that voucher documentation of a transcript grade or completion of the course and receipt of payment for the cost of the credit.
 - iii. Credits taken must be in the content area of the teacher participating or approved by the Superintendent of Elk Point-Jefferson School.
 - iv. The employee may apply for actual costs, up to \$1008, of district money per year.
 - v. Reimbursement will take place upon completion of class and documentation of cost.
- e. All textbook costs associated with courses in above coursework will be reimbursed with an appropriate receipt.

ARTICLE III

SPECIAL PROJECTS FUND

SECTION I - SPECIAL PROJECTS FUND (CERTIFIED ONLY)

a. Purpose

- i. To provide financial reward for special, one-time, teacher-initiated academic and curricular projects.
- ii. To provide a means for financial reward for Administrative-assigned special assignments.

b. Cost

- i. The Association would propose an initial pool of \$3000.

c. Eligibility

- i. All K-12 certified staff are eligible for special projects grants.

d. Application

- i. Staff members wishing to be considered for special projects grants will be required to submit a written proposal outlining the topic, scope, and educational benefit to the proposed project, as well as the requested grant amount.
- ii. A standing committee consisting of the Superintendent, building principal, and three (3) teachers (one elementary, one middle, and one secondary) will determine the viability of proposals.

e. Payment

- i. Payment will be made in the form of one check.
- ii. Project completion is required prior to payment.

f. Sunset Clause

- i. Due to the uncertain nature of State funding in the South Dakota Schools, this grant program will be reconsidered in the event of budgetary constraints.

ARTICLE IV

REQUEST FOR LEAVE

SECTION I - SICK LEAVE (CERTIFIED AND ESP)

All certified and educational support professionals of the Elk Point-Jefferson School District 61-7 shall be entitled to ten (10) days (80 hours) sick leave each fiscal year accumulative to 90 days (720 hours).

- a. Personnel employed for a time less than a normal period for employees in similar positions shall be allowed a number of days prorated with that allowed for a normal period of time.
- b. Sick leave is herein defined to mean the absence of an employee because of illness, exposure to a contagious disease, or attendance upon a member of the immediate family. Attendance upon members shall be limited to ten (10) days (80 hours) per year of sick leave unless extended through the discretion of the superintendent. Employees shall be entitled to leave without a deduction in pay if absent for one of the above reasons, such absence not to exceed the number of days allowable under one (!) above, except as herein provided.
- c. Members of the immediate family shall mean parent, child, brother, sister, spouse, parent of spouse, grandchild, or wards of the employee.
- d. The interpretation of all leave policies will be in the hands of the Superintendent.
- e. The School Board or Administration may require a physicians' statement certifying disability or illness.
- f. Returning employees (Certified and ESP) that have accumulated ninety (90) sick days (720 hours) prior to a school year starting will be paid out by the business office on the first paycheck of the next school year at \$10 per day (per 8 hours).
- g. For those employees (Certified and ESP) that have less than the ninety (90) day (720 hour) cap on sick leave at the start of a contract year, incentive pay will be paid out by the business office to those that use 0 sick leave days (0 hours) by the end of the contract year. The incentive for those individuals will be **\$150** per contract year, to be paid out in the final check for the fiscal year.

ARTICLE IV

REQUEST FOR LEAVE

SECTION II - EMERGENCY SICK LEAVE (CERTIFIED AND ESP)

In a situation of an employee certified (or ESP) or member of their immediate family dealing with an illness of severe nature, the School Board has the ability to grant extra sick days to a full-time employee of the Elk Point-Jefferson School District. Members of the immediate family shall mean parent, grandparent, child, brother, sister, spouse, parent of spouse, grandchild, or wards of the employee.

Certified staff and ESP who are members of the bank and who have exhausted their accumulated personal and sick leave may make withdrawals from the sick leave bank, provided there are sufficient days in the bank. A qualified physician's verification of the need for additional sick leave is mandatory.

Each certified staff member may be granted a maximum of ten (10) days (80 hours) per request from sick leave bank **in any contract year.** Such days shall be dispersed in the following manner:

1. These days are to be used for personal illness or disability and/or members of the immediate family illness or disability. Members of the immediate family shall mean parent, grandparent, child, brother, sister, spouse, parent of spouse, grandchild, or wards of the employee.
2. Application shall be accomplished by a qualified physician's statement. The application will be submitted to the Superintendent who will present the request to a committee composed of two members of the Education Association, two Administrators, and two Board members for review. Additional days may be granted by the Superintendent upon application by the employee.

At the conclusion of each contract year, the business office shall send a report to the Elk Point-Jefferson Education Association (EPJEA) indicating the status of the sick bank leave.

Sick Leave Bank

1. Initial Contribution for New Employees

- a. All newly-hired employees shall contribute one (1) day from their accrued sick leave to the Sick Leave Bank. This contribution must be made within two (2) weeks of the employee's start date for the school year.

2. Initial Contribution for Returning Employees

- a. All staff will receive a request to donate a day to the bank within the first two (2) weeks of school starting.

3. Eligibility Requirement

- a. Employees must have contributed at least one (1) day (8 hours) to the Sick Leave Bank in order to be eligible to apply for and receive Sick Leave Bank.

4. Minimum Balance Requirement

- a. The Sick Leave Bank shall maintain a minimum balance of fifty (50) days (400 hours). If the total number of available days falls below fifty (50) days (400 hours), the District may request additional voluntary contributions from participating employees.

5. Non-Interference and Application Process

- a. Members of the committee or administration should not discourage those applying for the Sick Leave Bank. All applications shall be reviewed and determinations made solely by the Sick Leave Bank Committee. Applications can be found in the shared folder or picked up from the business manager.

6. Committee Authority

- a. The Sick Leave Bank Committee shall have full authority to review applications and determine eligibility and the number of days (hours) awarded, consistent with established guidelines and procedures.

**It is important to note that the School Board and committee is under no obligation to grant emergency sick leave and each case will be viewed according to its merit.

ARTICLE IV

REQUEST FOR LEAVE

SECTION III - PERSONAL LEAVE (CERTIFIED AND ESP)

1. All full-time employees shall be eligible for three (3) days (24 hours) of paid personal leave per year.
2. Employees may roll over a maximum of one (1) unused personal leave day to the following year.
3. The maximum accumulated person leave shall be five (5) days (40 hours).
4. If an employee has accumulated five (5) days of personal leave at the end of the year, the employee will be paid out the next year's three (3) days of personal leave at \$150 a day.
5. If at the end of the year, the employee has four (4) personal days, one (1) day will be rolled over and the other two (2) days will be paid out at the \$150 a day.
6. If at the end of the year, the employee has three (3) personal days, one (1) day will be rolled over and the other days will be paid out at \$150 a day.
7. If at the end of the year, the employee has two (2) personal days, one (1) will be rolled over and one (1) will be paid out at \$150 a day.
8. If at the end of the year, the employee has one (1) personal day, one (1) will be rolled over to the next year.
9. The Superintendent must approve such absence five (5) days in advance (40 hours). There will be allowances made in case of emergencies at the discretion of the Superintendent.

ARTICLE IV

REQUEST FOR LEAVE

SECTION IV - PROFESSIONAL LEAVE (CERTIFIED ONLY)

1. Teachers accompanying pupils or otherwise officially representing the school will not be counted absent from duty.
2. Two (2) days of professional leave is allowed for only discipline-related seminars or conferences or allowed at administrative discretion.
3. More professional days may be granted at administrative discretion.
4. If a substitute teacher is required and if the teacher is being compensated for the leave activity, the compensation shall be reimbursed to the district.
5. In the event the school district requires a teacher/coach to attend a specific type of training, workshop, conference, or in-service outside the regular school day or regular school term, the district will fully reimburse said teacher for expenses of meals, lodging, mileage, and registration at the rate established previously by the Board. This type of reimbursement is not for teachers needing to take courses for purposes of certification or recertification. The state rate shall be used as the basis of reimbursement for meals and lodging.

ARTICLE IV

REQUEST FOR LEAVE

SECTION V - TEACHERS OR EDUCATIONAL SUPPORT PROFESSIONALS REQUEST FOR ABSENCE (CERTIFIED AND ESP)

1. If a teacher for any reason other than illness, personal leave, or professional leave, asks to have days off before the school term is over, at the discretion of the Superintendent, these days shall be deducted from his/her regular salary at one (1) day's salary for each day absent.
2. If an educational support professional for any reason other than illness, personal leave, or professional leave, asks to have days off before the school term is over, at the discretion of the Superintendent, these days shall be considered leave without pay.
3. District staff requesting unpaid time off will only be allowed under administrative discretion.

ARTICLE IV

REQUEST FOR LEAVE

SECTION VI - LEGAL COMMITMENTS - JURY-COURT DUTY (CERTIFIED AND ESP)

Court and jury duty hold precedent over all other employment obligations in South Dakota. A school district's employees will be relieved from duty **and their daily pay received, with a threshold of ten (10) days.**

ARTICLE IV

REQUEST FOR LEAVE

SECTION VII - WORKER'S COMPENSATION LEAVE (CERTIFIED AND ESP)

1. Worker's Compensation Leave - Injury Leave (Certified): If a faculty member is injured on the job and cannot work due to the injury, the following procedure shall be implemented.
 - a. The school district's worker's compensation policy will be responsible for the teacher's salary as well as for the hospital and doctor expenses and all other related medical expenses as required by South Dakota Workmen's Compensation Rules and Regulations.
 - b. The absence due to the injury will not be charged to sick leave.
 - c. Any other concerns related to worker's compensation will be the obligation of the teacher and the insurance company.
 - d. The teacher hired to replace an injured teacher will receive a substitute teaching contract in compliance with Section VII of this agreement that will expire when the injured teacher is released from worker's compensation leave to return to work.
2. Worker's Compensation Leave - Injury Leave (ESP): If a faculty member is injured on the job and cannot work due to the injury, the following procedure shall be implemented.
 - a. The school district's worker's compensation policy will be responsible for the ESP hourly wage up to 7.5 hours per day as well as for the hospital and doctor expenses and all other related medical expenses as required by South Dakota Workmen's Compensation Rules and Regulations.
 - b. The absence due to the injury will not be charged to sick leave.
 - c. Any other concerns related to worker's compensation will be the obligation of the ESP and the insurance company.

ARTICLE IV**REQUEST FOR LEAVE****SECTION VIII - EXTENDED LEAVE PAY (CERTIFIED ONLY)**

After 21 continuous school days of being a substitute, the district will reimburse the substitute teacher at a rate of 1/180 of the base pay. The term of the teacher's contract is 180 days. Fringe benefits will not be offered as part of the extended leave policy and the 21 continuous days must be accrued each year.

ARTICLE IV

REQUEST FOR LEAVE

SECTION IX - FAMILY MEDICAL LEAVE (CERTIFIED AND ESP)

1. Employees that do not work 1,250 hours per year are not eligible.
2. Employees must work 180 days and at least six (6) hours, 56 minutes per day to be eligible.
3. Employees that qualify may have a combined family and medical leave of 12 weeks of unpaid leave per year for the following:
 - a. The birth and first year care of child,
 - b. The adoption or foster placement of a child,
 - c. The illness of an employee's spouse, parent, or child,
 - d. The employee's own illness.
4. The employee must first use and count toward the FMLA leave all available accrued paid leave including vacation, sick, and personal leave, before using the unpaid leave.
5. If both husband and wife are employees of the district, the combined amounts (both employees) of FMLA leave for birth, adoption, and family illness will be 12 weeks.
6. Personal illness for husband and wife employees will be limited to 12 weeks each.
7. During the period of FMLA leave, the employee is entitled to the continuation of all fringe benefits. Employees will still earn sick days and vacation days while on the FMLA leave. The district will continue to pay its portion of the health insurance, and it will be the employee's responsibility to continue to pay his or her portion.
8. Employees must provide at least 30 days prior notice of the date when leave is to begin for birth, adoption or foster placement, if more than 6 weeks is requested. Emergencies and personal illness are not included.
9. Employees must provide certification from their health care provider.

10. The district will require medical certification to return from leave.
11. Failure to Return from Leave - Recovery of Health Premiums: If an employee fails to return to work after the leave period has expired (other than family or personal illness or other circumstances beyond control), then the employer may recover the premium expenditures extended during the leave period.

ARTICLE IV**REQUEST FOR LEAVE****SECTION X - BEREAVEMENT (CERTIFIED AND ESP)**

Two (2) days bereavement leave per year will be allowed to attend any funeral. If there is a death in the immediate family or extended family, up to five (5) days will be allowed. Sick days may be used if approved by Administration for bereavement situations.

ARTICLE IV

REQUEST FOR LEAVE

SECTION XI - SABBATICAL LEAVE (CERTIFIED ONLY)

The procedures and rules governing sabbatical leave of absence for teachers are as follows:

1. The Board, upon recommendation of the Superintendent, may grant a sabbatical leave to qualified full-time teachers for the purpose of professional study. Any teacher who has taught full-time for seven (7) consecutive years at Elk Point-Jefferson School and has not been granted a sabbatical leave during those seven (7) years shall be considered for leave.
2. The leave granted shall be for two (2) semesters.
3. A teacher on sabbatical leave may elect to continue to receive insurance benefits paid for by the teacher.
4. Upon completion of the leave, the teacher shall return to the same position held prior to taking leave, and be placed at the salary level where he/she would have been had he/she not been on leave. Said teacher shall also retain all sick leave accrued prior to the leave to the leave of absence.
5. The number of leaves granted per year shall not exceed one (1).
6. The teacher receiving the sabbatical leave shall agree to return to the service of the Elk Point-Jefferson School District for a period of two (2) years or more following the leave.
7. The teacher granted a sabbatical leave shall receive no pay from the Elk Point-Jefferson School District during his/her time of absence and will receive no year of experience on the salary grid or seniority list.
8. All applications must be submitted by April 1 to the immediate supervisor.
9. If more than one teacher applies, the one who has the most seniority in the Elk Point-Jefferson School system will be given the first opportunity.

ARTICLE IV

REQUEST FOR LEAVE

SECTION XII - MILITARY LEAVE

Employees will be required to submit their Unit's Memorandum for Drill Schedules signed by their commander as an official document for their entire Fiscal Year's drill dates. Employees will be covered with pay by the district for up to five (5) days of regularly-scheduled drill pay as shown in their Unit's Drill Schedule Memorandum. Any more than five (5) days of absences as scheduled in the employee's Drill Schedule Memorandum shall be taken as unpaid leave.

See EPJ BOARD POLICY GCBDD Military Leave.

ARTICLE V**STUDENT TEACHER SUPERVISION (CERTIFIED ONLY)****SECTION I - STUDENT TEACHER SUPERVISION (CERTIFIED ONLY)**

Reimbursement for supervision of student teachers and administration of student teachers shall be according to the contract schedule of the college in charge. Reimbursement shall be made upon receipt of funds from the college.

Student teacher assignments will be made by the Administration. However, consideration will be given to frequency and levels of assignment.

ARTICLE VI

NOTIFICATION OF OPEN POSITIONS (CERTIFIED AND ESP)

SECTION I - NOTIFICATION OF OPEN POSITIONS

Any teaching position that is open due to resignation, new positions, or non-renewal, will be made known through email to all currently employed personnel. Positions may be advertised outside the system at the same time. Those applicants, who wish to be considered and are qualified to fill the position, must submit an application to the appropriate principal. Qualified staff who submit an application will be interviewed.

Staff will also be allowed to confidentially submit an application regarding any positions they would like to be considered for if there are to be changes within the system for the next school year. The application should be submitted to the principal prior to March 1 of the current school year. Qualified staff who submit an application will be interviewed.

ARTICLE VII

HOURS OF DUTY (CERTIFIED AND ESP)

SECTION I - HOURS OF DUTY

1. The workday for certified employees is normally eight (8) hours from 7:40am to 3:40pm. Staff working at or conducting school-sponsored evening events may leave at 3:30pm and upon dismissal of students. However, due to the nature of their professional employment, hours may vary at the discretion of the school Administration due to staff meetings, graduation, IEP meetings, parent meetings, concerts, assemblies, and other duties as assigned. The arrival and departure times of teachers may be altered at the discretion of the school Administration on an emergency basis to meet the needs of the school district. Exceptions to the after-school time requirements will be permitted on days preceding weekends and holidays. Teachers may leave the building early with administrative approval and by signing out on the building office check-out sheet.
2. The workday for ESP is normally 7.5 hours from 7:30am to 3:30pm with a thirty (30) minute lunch. Starting in the 2023-2024 school year, ESP will remain clocked in during their lunch break. This will then result in working a forty (40) hour week if arrival is at 7:30am and works through to 3:30pm. ESP wishing to leave the building for lunch will be required to clock out and back in upon return. ESP that work evening hours will be paid at their hourly rate. This can include, but is not to be limited to: open house, staff meetings, IEP meetings, graduation, parent meetings, concerts, assemblies, and other duties as assigned. The arrival and departure times of ESP may be altered at the discretion of school Administration on an emergency basis to meet the needs of the school district. Exceptions to the after school time requirements will be permitted on days preceding weekends and holidays.

ARTICLE VIII

BARGAINING UNIT CONTACT INFORMATION (CERTIFIED AND ESP)

SECTION I - BARGAINING UNIT CONTACT INFORMATION

The District will provide to the Association, upon request, the following contact information for all bargaining unit members represented by the Association twice a year, on August 1 and February 1.:

- Name of each bargaining unit employee
- Home mailing address
- Home phone or cell contact number

ARTICLE IX**SECTION I - TRANSFER/REASSIGNMENT REQUEST (CERTIFIED AND ESP)**

ELK POINT-JEFFERSON SCHOOL DISTRICT
Transfer/Reassignment Request

Name _____

Present Assignment _____

Present Telephone Number _____ Summer Telephone Number _____

Present Teaching/Coaching Assignment _____

Assignment(s) Requested _____

Are you fully certified for the new subject, grade, or coaching area?

Yes _____ No _____ Not Certain _____

Reason for Request(s) (The back of this sheet may also be used.)

Approved _____ Not Approved _____

Principal Signature _____ Date: _____

Superintendent Signature _____ Date: _____

- Current EPJ staff certified or classified will be given two (2) working days of notice to complete the Transfer Request form before the in-house transfer opportunity is closed to the staff. Administration will email out the notification of an opening and allow current staff, certified or classified, time to consider the possibility of applying to make a move in the building. Current staff will not be required to complete a new applicant application with references, resumes, and teaching capabilities. The above form will be accepted for current staff.

ARTICLE X**STATE FUNDING AND TEACHER ACCOUNTABILITY (CERTIFIED ONLY)****SECTION I - STATE FUNDING AND TEACHER ACCOUNTABILITY**

If the Elk Point-Jefferson School District does not comply with the accountability standards in the funding formula and negotiations have been settled, the Elk Point-Jefferson School District may increase the district base salary to comply with the accountability standards in the funding formula. The district base salary will be increased without reopening negotiations.

ARTICLE XI**PAYMENT OF SALARY AND PRORATING (CERTIFIED ONLY)****SECTION I - PAYMENT OF SALARY AND PRORATING**

The Elk Point-Jefferson School employees are paid on a twelve (12) month basis. Paychecks will be direct deposited on the 20th of each month if the teacher elects this process or delivered on or about the 20th of each month.

If the Board of Education accepts a teacher's resignation during the school year, the teacher will be paid in full for all days taught based on 180 days.

ARTICLE XI**PAYMENT OF SALARY AND PRORATING (ESP ONLY)****SECTION II - PAYMENT OF SALARY AND PRORATING**

The Elk Point-Jefferson School ESP are paid on a ten (10) month basis. Paychecks will be direct deposited on the 20th of each month if ESP elects this process or delivered on or about the 20th of each month.

ARTICLE XII

INSURANCE AND BENEFITS (CERTIFIED AND ESP)

SECTION I - INSURANCE AND BENEFITS

The Board of Education will provide to the employee the insurance dollar amount equivalent of a single policy with deductible of \$2000 per month (currently \$696.80) toward the district's group health insurance policy of their choice from the current Board offered insurance plans. If the employee eligible for coverage wishes to enroll in a plan with a monthly premium of more than the cost of a single deductible, the employee through payroll deduction will pay the cost of the single or family plan in excess of the single plan. If two (2) members of the family are employed by the district and eligible for coverage, and if coverage is desired, the Board will pay for both individuals as two single plans with a premium less than the single with a \$2000 deductible. They will be allowed to apply the difference to an HSA card.

Ten thousand dollars (\$10,000) life insurance coverage will be provided for the employee.

Eligibility:

1. All full-timed certified and ESP personnel are eligible for individual protection coverage, with the cost of a single plan at the \$2000 deductible, paid per month from September through August or the duration of the contract when terminated early.
2. Full-time is defined as thirty (30) hours a week or more.
3. Employees working 22-30 hours a week are eligible for the group rate but are responsible for paying their own premiums.
4. ESP will be responsible for their insurance premiums, above the individual plan with a deductible of \$2000, during the months of July and August, if not actively working for the district during that time.

ARTICLE XII

INSURANCE AND BENEFITS (CERTIFIED AND ESP)

SECTION II - INSURANCE AND BENEFITS

The school district will offer a vision plan similar to the current Delta Dental plan. The vision plan is not included in the current health care package. The employee is responsible for payment.

The Education Association requests that the school examine alternative dental insurance plans and present a range of options at the 2027 negotiation session. The Board responds that this is doable; however, the negotiations timeline does not line up with dental opportunities as those must be signed by April 1st. If we want this to happen, we would have to have language negotiations done well before this deadline.

ARTICLE XII**INSURANCE AND BENEFITS (CERTIFIED AND ESP)****SECTION III - TICKET TAKING BENEFIT**

The Elk Point-Jefferson School District will provide all staff members with complimentary passes valid for employees, their spouse, and children in exchange for ticket taking at one home athletic event. Staff will be given the opportunity to sign up for a specific date. Those who don't sign up will be assigned an event.

ARTICLE XIII

RELEASE FROM CONTRACT (CERTIFIED ONLY)

SECTION I - RELEASE FROM CONTRACT

If a teacher initiates the termination of his or her teaching contract prior to its termination date, it is agreed that the School District may suffer damages which would be impractical or extremely difficult to fix, and therefore the School Board may withhold from any moneys due the teacher, or the teacher may pay a sum as liquidated damages as per the following schedule if such termination occurs.

1. Penalties to read the following:
 - a. From June 1st through June 30th: \$1000
 - b. From July 1st through the contract start: \$2000
 - c. From the contract start date through the duration of the contract period (requires two (2) week notice): \$3000

The Board shall not take any further action against the teacher because of resignation. Liquidated damages will not be assessed if the request is due to (a) transfer of spouse, (b) serious illness in the family, or (c) doctor recommendation.

ARTICLE XIV

SUBSTITUTE PAY (CERTIFIED AND ESP)

SECTION I - SUBSTITUTE PAY

Certified teachers who substitute during their planning period will be reimbursed \$30.00 per class period.

ESP that are pulled from their daily routine to cover a certified staff member will be paid a \$30 flat rate for a certified staff out of the building. The coverage would be a minimum of 30 minutes not to exceed 120 minutes to receive the compensation.

However, if they are pulled more than 120 minutes to sub, they will be paid sub pay for a half a day. ESPs may say no to subbing if it interferes with a time that is scheduled with a student. ESP(s) subbing for their supervisory teacher who is out of the building will split the sub pay equally according to time allotted for subbing.

Special education teachers will provide secretarial staff and their building Administrators with a paraprofessional schedule that shows placement of paraprofessionals throughout the day.

Note: This compensation is paid out in December and June not as a bonus but as an extra duty in order to not be considered overtime pay.

ARTICLE XV-A

SALARY AND HIRING SCHEDULE (CERTIFIED ONLY)

SECTION I - RETURNING TEACHERS

All returning professional certified staff will receive a 1.4% increase of their individual salary (2024-2025 school year). If someone is below their hiring step, their individual salary will be adjusted to that step.

Base hiring salary will increase by \$204 to \$48500 and hiring formula numbers will increase by corresponding steps.

The hiring salary schedule was thrown off by a percentage increase over the past several years. This indicates that incoming employees would receive higher pay in their educated lanes. We audited the hiring formula (see Article XV-A, Section III - Hiring Schedule).

Yearly after negotiations, the business manager will audit existing employees to ensure all employees are at a minimum at their corresponding hiring schedule. This will be done to ensure those being hired will not make more money than an existing employee per Section IV - New Teachers.

ARTICLE XV-A**SALARY AND HIRING SCHEDULE (CERTIFIED ONLY)****SECTION II - ADDITIONAL CREDITS**

Individual teachers that are currently on staff will receive additional salary increases upon attaining sufficient graduate degree or credits at specific interval categories as follows:

BA +15 Credits	\$645
BA +30 Credits	\$645
Master's Degree	\$795
MA +15 Credits	\$795
MA +30 Credits	\$795

A teacher can receive the benefit of a lane change if the proper credits are received before September 1st of the ensuing year.

ARTICLE XV-A

SALARY AND HIRING SCHEDULE (CERTIFIED ONLY)

SECTION III - HIRING SCHEDULE

1. Base hiring salary will increase by \$204 to \$48500 and hiring formula numbers will increase by corresponding steps.
 - a. The hiring salary schedule was thrown off by a percentage increase over the past several years. This indicates that incoming employees would receive higher pay in their educated lanes. We audited the hiring formula and have the corresponding correct hiring formula below. This reflects a \$475 difference between hiring steps and the negotiated language for education lane changes.
2. Extra duty pay schedule will remain at \$41,300 for the 2026-2027 school year.
3. New hiring table as a result:

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$48,500	\$49,145	\$49,790	\$50,585	\$51,380	\$52,175
2	\$48,975	\$49,620	\$50,265	\$51,060	\$51,855	\$52,650
3	\$49,450	\$50,095	\$50,740	\$51,535	\$52,330	\$53,125
4	\$49,925	\$50,570	\$51,215	\$52,010	\$52,805	\$53,600
5	\$50,400	\$51,045	\$51,690	\$52,485	\$53,280	\$54,075
6	\$50,875	\$51,520	\$52,165	\$52,960	\$53,755	\$54,550
7	\$51,350	\$51,995	\$52,640	\$53,435	\$54,230	\$55,025
8	\$51,825	\$52,470	\$53,115	\$53,910	\$54,705	\$55,500
9	\$52,300	\$52,945	\$53,590	\$54,385	\$55,180	\$55,975
10	\$52,775	\$53,420	\$54,065	\$54,860	\$55,655	\$56,450

ARTICLE XV-A**SALARY AND HIRING SCHEDULE (CERTIFIED ONLY)****SECTION IV - NEW TEACHERS (CERTIFIED ONLY)**

New teachers entering the system with no prior teaching service will be brought into the system on Step 1 of the hiring schedule.

1. The salary of a newly hired teacher cannot exceed that which a present EPJ teacher earns with a comparable years of experience and the same degree according to the column on the hiring schedule.
2. New teachers entering the system with prior teaching service will be given a year's credit for experience gained on the following basis:
 - a. Credit will be granted for each year of teaching experience, up to a maximum of ten (10) years.
 - b. A maximum of ten years' teaching experience will be granted for BA, B +15, BA +30, MA, MA +15, MA +30 columns on the hiring schedule.
 - c. The hiring schedule will be followed in compensating all new teachers coming into Elk Point-Jefferson. However, the Board may offer a one-time signing bonus if necessary to fill vacant positions with qualified candidates.

ARTICLE XV-A**SALARY AND HIRING SCHEDULE (CERTIFIED ONLY)****SECTION V - SPECIFIC TEACHER CONTRACT (CERTIFIED ONLY)**

Certified contracts will be issued on April 20th, or the next regularly-scheduled school day of each year.

ARTICLE XV-B

SALARY (ESP ONLY)

SECTION I - SALARY (ESP ONLY)

1. Returning ESP: All returning ESP staff will receive **1.4%** increase funding over their current salary.
2. All new ESP will be hired according to the following hiring table. Degrees and earned credits must be in an education-related field.

Hourly Wage Upon Hire	Education	Years of Experience
Tier 1: \$15.00	High School Graduate	3-5 years add \$0.50 to their tier
Tier 2: \$15.50	+15 College Credits	6-9 years add \$1.00 to their tier
Tier 3: \$16.00	Associate's Degree	10+ years add \$2.00 to their tier
Tier 4: \$17.00	Bachelor's Degree	
Tier 5: \$18.00	Master's Degree	

The following assignments receive a \$0.50 increase.

- 1) Personal Cares Team
- 2) 1:1 Aide
- 3) Behavior Assistance Training (BAT)

In addition, all ESP staff are expected to attend in-services unless otherwise told not to by district Administration.

Due to believed issues with the Co-op being able to uphold the training of the Behavior Assistance the Education Association proposes corrective language to meet the needs of both the Education Association and the Board.

Personal Cares Team

1) 1:1 Aide - Behavior Assistance Training

- a) Training provided by an educational resource such as, but not limited to, an area Co-op, SDEA in the way of Behavioral Training for accelerated behaviors.
 - i) Any ESP willing to take the course and apply appropriately in their job requirements can participate in said training.
 - ii) The training should be an equivalent of a certified teacher 2 credit class (30 hours minimum required for completion credit).
 - iii) Training to be completed through the first semester of a school year (not a one and done). Can be completed during conference days, teacher work days, or in-service days.
 - iv) The \$0.50 increase to the ESP salary is contingent upon the completion of the full course not retroactive.
 - v) Proof completion of course is required for pay raise.
1. The salary of a newly-hired ESP cannot exceed that which a present EPJ ESP earns with a comparable years of experience and the same degree according to the column on the hiring schedule.
 2. School Closure: In the event of inclement weather or other unforeseen reasons, the Superintendent may delay the start of school or call for early release. If school is delayed or let out early, ESP employees will be paid the difference to complete their normal shift. If school is canceled, employees will not be paid for that respective day unless they work due to the request of their supervisor, or permission is granted to work from the supervisor. Employees may elect to use vacation or personal leave to compensate for no work. Employees, unless otherwise directed or given permission to work, are not to report to work if school is delayed or closed.
 3. Early Out, Late Start, or Full Day In-Service or Conferences: In the event of an in-service white requires an early release, a late start, or is all day, staff must be given the opportunity to attend the in-service, as it pertains to their job description or be assigned other duties. On conference days when school is dismissed at 12:30, classified staff will remain in the building working at the direction of their supervisory staff member. They

will work until 5:00pm to earn the comp day that is granted after the completion of conferences.

4. 12 Monthly Payments: ESP will be paid their wage over a 12-month period. ESP work 8 hour days that coincide with the school calendar. If ESP can't be at work, they will be charged sick days or personal days, and when out of both sick and personal days, their monthly check will be adjusted accordingly.

Yearly after negotiations, the business manager will audit existing employees to ensure all employees are at a minimum at their corresponding hiring schedule. This will be done to ensure those being hired will not make more money than an existing employee per Section IV - New Teachers.

ARTICLE XVI**EXTRA PAY FOR EXTRA RESPONSIBILITY****SECTION I - EXTRA DUTY PAY**

Extra Duty Pay Based on a Salary of:	Category	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Cat 8	Cat 9	Cat 10
\$41300	Percent	13%	12.5%	10.5%	10%	7.5%	6.5%	6%	5.25%	2.75%	1.5%
	Salary	\$5369	\$5163	\$4337	\$4130	\$3098	\$2685	\$2478	\$2168	\$1136	\$620

Categories

Category 0: \$10738	Sports Performance Coordinator
Category 1: \$5369	Head Boys Basketball Head Girls Basketball Head Volleyball Head Wrestling
Category 2: \$5163	Head Football Head Boys Track Head Girls Track Head Cross Country Head Softball
Category 3: \$4337	Assistant Boys Basketball (2) Assistant Girls Basketball (2) Assistant Volleyball (2) Assistant Wrestling (2) Cheer Adviser
Category 4: \$4130	Head Boys Golf Head Girls Golf
Category 5: \$3098	Assistant Football (4) Assistant Boys Track Assistant Girls Track Assistant Softball Assistant Cross Country
Category 6: \$2685	Newspaper

	Yearbook
Category 7: \$2478	Band Jazz Band Vocal Jazz Choir One Act Play School Play Science Olympiad Educators Rising E-Sports Unified Champions
Category 8: \$2168	JH Boys Basketball (2) JH Girls Basketball (2) JH Football (2) JH Volleyball (2) JH Boys Track JH Girls Track JH Golf (Spring)
Category 9: \$1136	Web PPT Developer Oral Interp MS Student Council (2) HS Student Council (2) MS Science Fair (2) HS Science Fair (2) Junior Class Adviser (2) Accompanist/Assistant Director National Honor Society
Category 10: \$620	Mini Courses Elementary Honor Choir

ARTICLE XVI

EXTRA PAY FOR EXTRA RESPONSIBILITY

SECTION II - EXTRA PAY FOR EXTRA RESPONSIBILITY

1. All qualified staff members are eligible for duties on this schedule.
2. Any open extra pay position will be made available and will be made known through email to all currently employed certified or classified staff members. Positions may be advertised outside the system at the same time. Those applicants interested in the position must submit an application through the district's internal application process. Qualified staff who submit an application will be interviewed. If extra pay positions remain unfilled after completion of the hiring process, school Administration may fill the position with a qualified staff member if mutually agreed upon.
3. If you are in an evaluated position and your evaluation states that you are "recommended for continued employment" the following year, then your position will NOT be made open for application.
4. Qualified school district personnel will be prioritized in the hiring process over community applicants. The district appreciates community applicants, and we are committed to great relationships, but we also know the importance of giving opportunities to staff members first.
5. The district understands that there are not always opportunities to be part of a program immediately upon hiring. To allow interested qualified staff members to be part of a program, the district has set aside \$1000 for a mentorship program in our activities.
 - a. \$1000 a year for two (2) mentees
 - b. Must apply for approval and final approval will be given by the Superintendent of schools.
 - c. \$250 will be given to the mentor.
 - d. \$250 will be given to the mentee.

ARTICLE XVI

EXTRA PAY FOR EXTRA RESPONSIBILITY

SECTION III - EXTRA PAY FOR EXTRA RESPONSIBILITY

Any person that wants an extra duty added to the activity pay schedule must propose their idea to the Athletic/Activities Director of the school district. They must provide the following:

1. Category of activity
2. Projected hours spent in activity
3. Necessity of the activity

Steps by Administration

1. The activity director will bring all new extra duty activities requests to the Board of Education by the February Board meeting.
2. The Board will listen to the discussion item when requested by the athletic/activities director.
3. The following month it will be on the agenda as an action item where the Board may approve the addition or not approve the addition.
 - a. Note: The same steps will be applied when determining category changes for extra duties. If a category change is added to an extra duty, the change will not take place until the next school year.

ARTICLE XVI

EXTRA PAY FOR EXTRA RESPONSIBILITY

SECTION IV - LONGEVITY PAY

Extra duty salaries will be determined by increasing the “Base Salary” by \$400 per year of service in that position after their second year of the position.

Salary increases will start at three (3) years of service and if they are a **current employee** in the school district. **If you are a retired employee of the district, you will be allowed to continue utilizing the longevity scale.**

Currently employed community members will be placed on year 3 of the new schedule and then be frozen after the 2024-2025 school year.

Extra Duty Employees prior to FY 2025 will be placed on this agreement based on years of experience.

If an extra duty employee switches positions, returns to a position, or moves categories, experience is not given.

All lane changes or title changes revert to the base years of experience.

	Base Salary	Increase	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Cat 8	Cat 9	Cat 10
Year	41300	0	13%	12.5%	10.5%	10%	7.5%	6.5%	6%	5.25%	2.75%	1.5%
1-2	41300	0	\$5369	\$5163	\$4337	\$4130	\$3098	\$2685	\$2478	\$2168	\$1136	\$620
3	41700	400	\$5421	\$5213	\$4379	\$4170	\$3128	\$2711	\$2502	\$2189	\$1147	\$626
4	42100	400	\$5473	\$5263	\$4421	\$4210	\$3158	\$2737	\$2526	\$2210	\$1158	\$632
5	42500	400	\$5525	\$5313	\$4463	\$4250	\$3188	\$2763	\$2550	\$2231	\$1169	\$638
6	42900	400	\$5577	\$5363	\$4505	\$4290	\$3218	\$2789	\$2574	\$2252	\$1180	\$644
7	43300	400	\$5629	\$5413	\$4547	\$4330	\$3248	\$2815	\$2598	\$2273	\$1191	\$650
8	43700	400	\$5681	\$5463	\$4589	\$4370	\$3278	\$2841	\$2622	\$2294	\$1202	\$656
9	44100	400	\$5733	\$5516	\$4631	\$4410	\$3308	\$2867	\$2646	\$2315	\$1213	\$662

10	44500	400	\$5785	\$5563	\$4673	\$4450	\$3338	\$2893	\$2670	\$2336	\$1224	\$668
11	44900	400	\$5837	\$5613	\$4715	\$4490	\$3368	\$2919	\$2694	\$2357	\$1235	\$674
12	45300	400	\$5889	\$5663	\$4757	\$4530	\$3398	\$2945	\$2715	\$2378	\$1246	\$680
13	45700	400	\$5941	\$5713	\$4799	\$4570	\$3428	\$2971	\$2742	\$2399	\$1257	\$686
14	46100	400	\$5993	\$5763	\$4841	\$4610	\$3458	\$2997	\$2766	\$2420	\$1268	\$692
15	46500	400	\$6045	\$5813	\$4883	\$4650	\$3488	\$3023	\$2790	\$2441	\$1279	\$698
16	46900	400	\$6097	\$5863	\$4925	\$4690	\$3518	\$3049	\$2814	\$2462	\$1290	\$704

ARTICLE XVII

GRIEVANCE PROCEDURE (CERTIFIED AND ESP)

SECTION I - DEFINITIONS

1. A **grievance** is a complaint by a teacher, a group of teachers, an ESP, a group of ESPs, a representative of the Association, officers of the Association, or the Association based upon an alleged violation, misinterpretation, or inequitable application of this Agreement. Nothing contained in this policy shall be constructed to limit, impair, or affect the right of any teacher, ESP, or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the condition or compensation of public employment or betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of the employment; nor shall it be construed to require any public employee to perform labor or services against his/her will.
2. In the article, the term **teacher** and/or **ESP** may include a group of teachers or ESPs who are similarly affected by a grievance.
3. An **aggrieved person** is the person or persons making the claim and, when the Association is making the claim on its own behalf, the representative of the Association making the claim, the officers of the Association making the claim, or the Association making the claim.
4. 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.
5. A **day** is a work day, excluding the time from the last day of teacher or ESP attendance in the spring to the first day of new teacher or ESP attendance in the fall as determined by the regular school calendar.
6. **Officers and/or representatives of the Association** shall mean those persons holding elective or appointed positions.
7. **Immediately involved supervisor** shall mean the Administrator or supervisor at the lowest administrative level who has the authority to decide the grievance. If there is none, it shall be initiated at Level Three.

8. Right of Representation: When an employee is required to appear before the School Board or the Administration concerning matters which the employee reasonably believes will adversely affect the employee's employment, the employee's position, or the employee's salary, the employee may be entitled to have an Association representative or other representative of the employee's choosing present. The School Board or the Administration shall give reasonable advance notice of the time, place, and subject(s) of the meeting. Reasonable time to be waived to no less than 10-15 minutes if concerns are to be based on ethics or Title IX violations. The request of representation is the employee's responsibility to initiate.
9. Certified teachers that are called to the office for a conversation per their employment are allowed to bring their Education Association representative(s) with them. Per a previous agreement, the Certified Staff member is allowed 24 hours to notify an Education Association representative to have their presence at the Admin-requested meeting; or thirty (30) minutes notification if the meeting is dire. When a certified staff member requests an Education Association representative to be present at a meeting, Administration is not allowed to dismiss or tell the certified staff member that the Education Association representative is not needed. When an Education Association representative is present, they are there to listen, take notes, and only stop a meeting when there is confusion or unending frustration between the staff member and the Administrator(s).

ARTICLE XVII

GRIEVANCE PROCEDURE (CERTIFIED AND ESP)

SECTION II - PRINCIPLES

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may arise affecting the welfare or working conditions of teachers or ESPs.
2. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing herein contained shall be construed as limiting the right of any teacher or ESP having a problem to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Association at any time.
4. Any certified or ESP employee or group of employees has the right at any time to present any grievance to such persons or the Board through such channels as is hereby designated for that purpose.

ARTICLE XVII

GRIEVANCE PROCEDURE (CERTIFIED AND ESP)

SECTION III - TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. In the event of a grievance being filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced/extended so that the grievance procedure may be completed prior to the end of the school year or completed in the fall.
3. The teacher or ESP, a group of teachers or ESPs, a representative of the Education Association, the officers of the Association, or the Association shall file a formal grievance within fifteen (15) days of the alleged violation, or within fifteen (15) days of when the alleged violation was discovered, or through reasonable diligence should have been discovered, excluding summer.

ARTICLE XVII

GRIEVANCE PROCEDURE (CERTIFIED AND ESP)

SECTION IV - INFORMAL PROCEDURES

1. If a teacher or ESP has a grievance, he/she should first discuss the matter with his/her immediately involved supervisor in an effort to resolve the problem informally.
2. If, after such discussion, the teacher or ESP is not satisfied with the disposition of the matter, he/she shall have the right to have the Association School Representative assist him/her in further efforts to resolve the problem informally with the principal or other appropriate Administrator or supervisor.
3. If the teacher or ESP is not satisfied with the disposition of the grievance by the immediately involved supervisor, he/she may take the grievance to the appropriate level of the formal procedures which involves the immediately involved supervisor.

ARTICLE XVII

GRIEVANCE PROCEDURE (CERTIFIED AND ESP)

SECTION V - FORMAL PROCEDURES

1. Level One: School Principal

- a. If the 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 who will arrange for a meeting to occur within fifteen (15) days after receiving the formal written grievance.
- b. The principal shall, within fifteen (15) days after the meeting occurs, render a decision and rationale in writing to the aggrieved person with two (2) copies to the Association School Representative.
- c. The Business Manager and/or Human Resources Director shall keep on file grievances processed.
- d. A teacher or ESP, who is not directly responsible to a building principal, may submit his/her formal written grievance claim to the Administrator to whom he/she is directly responsible. Said Administrator shall carry out the aforementioned responsibility of the principal.

2. Level Two: Superintendent

- a. If an aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she shall, within five (5) days after the decision is rendered, file a written appeal for a hearing by the Superintendent.
- b. The Superintendent or his/her representative shall act for the Administration at Level Two of the grievance procedure. Within fifteen (15) days after receipt of written appeal for a hearing by the Superintendent, the Superintendent shall meet with the aggrieved person and with a designated representative (if requested by the aggrieved person) for the purpose of resolving the grievance. The Superintendent shall, within fifteen (15) days of the hearing, render his/her decision and its rationale in writing to the aggrieved person.

3. Level Three: The Board of Education

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she shall within fifteen (15) days after receiving the Superintendent's written decision, refer the grievance to the Board.
 - b. At its next regularly scheduled meeting, or at a time agreed upon by the parties, the Board shall hold a hearing and consider the grievance.
 - c. The decision of the Board shall be rendered in writing within fifteen (15) days after the hearing.
4. Level Four: Department of Labor
- a. If after following the grievance procedure through the first three (3) levels the grievance remains unresolved, he/she may, within thirty (30) days after the Board's written decision is received, appeal the grievance to the South Dakota Department of Labor. The inclusion of this paragraph in the grievance procedure shall not constitute waiver by either party of its right to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

ARTICLE XVII

GRIEVANCE PROCEDURE (CERTIFIED AND ESP)

SECTION VI - RIGHTS OF PARTICIPATION

1. No reprisals of any kind shall be taken by either party against any party in interest, any representative, any officer of the Association, any member of the Association's grievance committee, any member of the Administration, or any other participant in the grievance procedure by reason of such participation.
2. All parties in interest may be represented at all levels of the formal grievance procedure by an Association Representative, legal counsel, or other person of their own choosing. The grievant may not be represented by representatives of another employee organization.
3. When a hearing is scheduled during working hours, neither a grievant nor necessary witnesses shall be penalized by loss of pay. Such absence shall be reported as court or jury leave.

ARTICLE XVII

GRIEVANCE PROCEDURE (CERTIFIED AND ESP)

SECTION VII - MISCELLANEOUS

1. If, in the judgement of the Association, a grievance affects a group or class of teachers or ESPs, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall begin at Level Two.
2. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision made and its rationale.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through building principals, the Association school representative, and the committee so as to facilitate operation of the grievance procedure.
5. The sole remedy available to any teacher for any alleged breach of this policy or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance procedure provided; however, nothing contained herein shall deprive any teacher, Administrator, or the Board of any legal right.
6. The 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.
7. 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. The vote on the Board's decision on Level Three grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.

ARTICLE XVII**SECTION VIII - COMPLAINTS AND GRIEVANCES (CERTIFIED AND ESP)****ELK POINT-JEFFERSON SCHOOL DISTRICT**

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 _____

Aggrieved Person _____

ARTICLE XVIII

STAFF REDUCTION (CERTIFIED ONLY)

SECTION I - STAFF REDUCTION

In the event the Board of Education shall determine it is necessary to reduce all or part of an existing position, program, or course because of lower enrollment, change in state aid, and/or curriculum requests or requirements, the following shall be followed in the order listed:

1. An effort will be made to bring about the reduction through normal attrition, e.g. resignations, retirement, and transfers. The Education Association will be notified and its recommendations will be considered if received within fourteen (14) days of issuance of the notice.
2. Teachers who have not achieved continuing contract status (as defined by SDLC 13-43-6.3) in the reduced position, program, or course will be released before those who have continuing contract status. When a non-continuing contract teacher is to be reduced, the Board will determine which teacher will be released by using the matters identified in number four of this policy.
3. Positions held by teachers with less than full certification for their current teaching assignment will be open to properly certified teachers who have been notified that their positions have been eliminated.
4. If a position of a continuing contract teacher in an existing position, program, or course is eliminated or reduced, the following will determine which continuing contract teacher(s) will be released (not listed in order of importance):
 - a. Years of experience in Elk Point-Jefferson, Elk Point, and Jefferson School
 - b. Education credit (i.e., certification, qualifications, educational background)
 - c. Experience in the area to be taught
 - d. Local, state, and federal mandates
 - e. Administrative recommendation (i.e., prior evaluations, competency)
 - f. Curriculum needs

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

ARTICLE XVIII

STAFF REDUCTION (CERTIFIED ONLY)

SECTION II - RECALL

Recall shall be conducted in inverse order of layoff. For the purpose of this policy, the effective date of a layoff by reduction in force shall be June 30. The teacher subject to reduction in force shall provide a list of positions they wish to be considered for and are qualified to fill. If, during the first two (2) fiscal years subsequent to the layoff, a vacancy occurs in the teacher's area of certification, an offer of re-employment shall be extended to the teacher, subject to an updated background check. When more than one staff member has the same recall date for the open position, the board shall consider matters identified in number four of this policy.

Recall privileges cease when a teacher resigns. Recall privileges will also cease if, upon being recalled, the teacher is properly certified for the position, and refuses the position or fails to notify the office of the superintendent within twenty (20) calendar days after the mailing of a written notice of recall.

Such mailing shall be sent certified mail return receipt requested to the last address furnished to the superintendent by the teacher.

LEGAL REFS. SDCL 13-43-6.4

ARTICLE XIX-A

PROFESSIONAL STAFF EVALUATION POLICY (CERTIFIED ONLY)

SECTION I - PROFESSIONAL STAFF EVALUATION POLICY

The purpose of evaluation of professional staff is to improve the quality of the education program by assisting staff to become more effective in working with students. Information gained during the teacher evaluation process shall be used to enhance individual identified needs.

The evaluation tool that will be used will align itself with the requirements as set by the state of South Dakota and a committee of Board members, Administration, and EPJEA members. Any changes from the Charlotte Danielson tool to another evaluation tool is to be approved by Board members, Administration, and the EPJEA Negotiations Team. Any changes made to the Danielson tool during the current school year cannot take effect until the following school year.

Other goals of the system are:

- 1) The evaluation process will be positive in nature.
- 2) The evaluation will be made to maintain quality education for the students.
- 3) The evaluation will identify and support the characteristics and qualities of excellent leaders.
- 4) The evaluation will formalize a communication between the staff and the principal.
- 5) The evaluation will be a tool for self-improvement to both staff and the principal.
- 6) The evaluation will pertain to job duties as defined in the teacher's job description.
- 7) The evaluation will allow a teacher to develop meaningful goals.

At the conclusion of the evaluation process for the school year, the teacher and direct supervisor shall sign the approved form acknowledging receipt of a copy and that they have reviewed the contents. The principal shall file a copy of the signed written evaluation form with the Superintendent and the teacher will also receive a copy. Such a copy will become a part of the teacher's file. Observation of the teacher is the responsibility of the direct supervisor.

Professional staff employed in the District from one (1) to three (3) consecutive years will be evaluated each year using the South Dakota Standards for Teaching (Charlotte Danielson Framework) or a Danielson-based rubric aligned to the job description if other than a classroom teacher. The following processes are based on how long a staff member has been employed with Elk Point-Jefferson School District. Unannounced Walk-Throughs, Professional Goals, Professional Growth Plans (PGPs), and Danielson's Evaluation Frameworks (Domains 1-4) are tools that will be used at various stages of employment. Walk-Through visits are unannounced classroom observations.

Documentation and feedback will be provided in all situations. Observations from these walk-throughs will be discussed as a part of the final summative conference. Each teacher has the right to upload a demurral statement to the signature page of the evaluation tool.

Teachers in 1st through 3rd years - Annually

- Provide artifacts for Domains 1 and 4 upon request within five (5) working days.
- Have 4 unannounced walk-throughs per year, 2 first semester and 2 second semester.
- Post-walk-through feedback will be provided within ten (10) school days.
- Teachers will acknowledge walk-throughs within ten (10) school days of receiving feedback
- 1 formal evaluation (40-55 minute class period)
- Final summative conference

Teachers in 4th year and beyond will alternate between Option A and B

Option A: Professional Growth Plan (PGP)

The teacher will choose one of the four (4) options below. Under this plan, the teacher will develop and submit their goal by September 20. Two (2) conferences will be held with the Administrator: one to review the goal proposal and one at the end of the year (a post-goal feedback meeting) to evaluate the success of the goal.

- Instructional Improvement Plan

- Curriculum
- Professional Development Presentations
- Peer Observations
 - The primary purpose of peer observations is to foster professional growth through observation, dialogue, and reflection. Teachers may explore instructional strategies, classroom management techniques, and content delivery methods in a supportive environment.
 - Selection of Participants:
 1. Teachers shall select observation partners by mutual agreement. Both the observer and the observed teacher must consent to the observation.
 2. Participation is voluntary unless included as part of an individual plan of improvement.
 3. Teachers are encouraged to choose peers whose practice aligns with the specific skills or strategies they wish to develop.
 4. Teachers are encouraged to observe colleagues across different grade levels, subjects, or instructional approaches when possible to broaden learning opportunities.
 5. Administrators may provide pairing suggestions upon request but shall not mandate specific observation partners.
 - Observation Process:
 1. A pre-observation conversation may be held to identify focus areas.
 2. Observations shall be scheduled at a mutually convenient time.
 3. A post-observation discussion shall occur to reflect on instructional practices and potential next steps.

■ Confidentiality:

1. All notes, discussions, and feedback from peer observations are confidential and shall not be shared with administrators or included in personnel files. Teachers may voluntarily include reflections in their professional portfolios.

■ Administrator's Role:

1. Administrators shall not select observers, dictate observation content, or request copies of peer-observation notes. Peer observations remain separate from the formal teacher evaluation process.

- Post goal feedback meeting

Option B: Walkthroughs

- Provide artifacts for Domains 1 through 4 upon request within 5 working days
- Two (2) unannounced walkthroughs
- Post walkthrough feedback will be provided within ten (10) school days
- Teachers will acknowledge walkthroughs within ten (10) school days of receiving feedback
- Final summative conference

Personnel Files: Certified personnel shall have the right to examine their personnel files at a mutually agreed upon time not to exceed 24 hours, to be accompanied by an association representative in such examination, and to make copies of any material in the file. No material entered into an employee's file may be used in any proceeding unless the employee has had the opportunity to review and initial it.

ARTICLE XIX-A**PROFESSIONAL STAFF EVALUATION POLICY (CERTIFIED ONLY)****SECTION II - SUMMATIVE EVALUATION REPORT**

ELK POINT-JEFFERSON SCHOOL DISTRICT
Classroom Teacher Summative Evaluation Report

The following Summative Evaluation Report is based on administrative observations, feedback to the teacher, conferences, and related professional interactions. It is understood that activities occurring prior to this evaluation are considered part of the formative supervisory process, while this document serves as the summative report.

A. Observations

<u>Date</u>	<u>Time</u>	<u>Length</u>	<u>Observation Type</u>	<u>Lesson Topic</u>
1.				
2.				
3.				

B. Evaluation of Current Level of Teacher Effectiveness

<u>Domain 1: Planning and Preparation</u>	Unsatisfactory	Basic	Proficient	Distinguished	N/O
1.a. Demonstrates Knowledge of Content and Pedagogy					
1.b. Demonstrates Knowledge of Students					
1.c. Selecting Instructional Outcomes					
1.d. Demonstrating Knowledge of Resources					
1.e. Designing Coherent Instruction					
1.f. Designing Student Assessments					
Overall Rating					

Comments & Recommendations:

<u>Domain 2: The Classroom Environment</u>	Unsatisfactory	Basic	Proficient	Distinguished	N/O
2.a. Creating an Environment of Respect and Rapport					
2.b. Establishing a Culture for Learning					
2.c. Managing Classroom Procedures					
2.d. Managing Student Behavior					
2.e. Organizing Physical Space					
Overall Rating					

Comments & Recommendations:

<u>Domain 3: Instruction</u>	Unsatisfactory	Basic	Proficient	Distinguished	N/O
3.a. Communicating with Students					
3.b. Using Questioning and Discussion Techniques					
3.c. Engaging Students in Learning					
3.d. Using Assessment in Instruction					
3.e. Demonstrating Flexibility and Responsiveness					
Overall Rating					

Comments & Recommendations:

<u>Domain 4: Professional Responsibilities</u>	Unsatisfactory	Basic	Proficient	Distinguished	N/O
4.a. Reflect on Teaching					
4.b. Maintaining Accurate Records					
4.c. Communicating with Families					
4.d. Participating in a Professional Community					
4.e. Growing and Developing Professionally					
4.f. Showing Professionalism					
Overall Rating					

Comments & Recommendations:

C. Professional Practice Rating

D. Summative Effectiveness Rating Categories:

Below Expectations

Meets Expectations

Exceeds Expectations

E. Additional Comments and Recommendations:

F. Results of this Evaluation Process:

Administrator

Teacher

Date

Date

ELK POINT-JEFFERSON SCHOOL DISTRICT

Teacher Lesson Plan Guide for Formal Evaluation

Please use this as a guide to what will be considered during your formal evaluation. The following are my thoughts regarding the characteristics of an effective lesson. These characteristics are inclusive of the elements which I use to complete the formal evaluation tool. If you choose to use this format for a lesson plan, you are encouraged to delete the paragraph of explanation under each section and enter your own information to describe your lesson and provide transparency to the evaluation process.

Section I: Previous Student Knowledge

List the previous student knowledge relevant to the objective(s) and standard(s) addressed in the lesson. This may be material from previous years, chapters, or instructional days of the current year. What do students need to know to participate in the lesson? What information have you frontloaded that you will now draw upon?

Items which must be included in your lesson plan:

- Current month's copy of your assignment page/curriculum map
- Resources: Textbook, guided notes, software, websites, online tools, worksheets, manipulatives, etc.

Items to consider, but are not required to be included in your lesson plan:

- Essential question: Provide depth and complexity to the discussion. They demand originality, perception, and discovery in learning content. They provide a medium for meaningful classroom discussion which promotes a purposeful lesson.

Section II: Classroom Management

List any student issues/needs which you address either daily or weekly. Issues to address: students who are consistently off-task, special needs students, students requiring non-typical, positive support, etc. Allow the evaluator to see the "inside stories" on your students and the subtle management techniques which you use to develop a culture conducive to learning.

Section III: Objective(s) and Standard(s)

- Objective(s): Objectives should be included in the lesson and recognized by students. Objectives should be stated in your lesson and stated openly to students either through written or verbal communication. Students must recognize the content they are to learn prior to the delivery of the main body of your lesson. Objectives should also reflect the level of student knowledge based on Bloom's Taxonomy, i.e., knowledge, comprehension, etc.

- Standards: Standards should be recognized by students, i.e., included in the lesson. The standards listed are to be recognized as the South Dakota State Standards for the particular content covered in the lesson or unit.

Section IV: Introduction

Provide a description of your introduction for the class. Your introduction should be a stimulant for the topic of the day. You might use an essential question, manipulative, a graphic, a picture, a connection to previous information, a connection to other curriculum, or a story of some relevance to introduce your topic. An introduction is not considered as, “Okay, class, turn to page 82. Timmy, read the first paragraph.”

- Introduction Assessment: How will you measure the impact of your introduction? Open discussion, individual student question/answer, body language, facial expressions, etc. Assessment must be occurring throughout the lesson, especially in the initial phases. The attitude of the students, your energy as an educator, and relevancy of the introduction are key components of a meaningful lesson. Describe how you will assess the introduction of your lesson.

Section V: Body

The body is where the majority of learning and assessment occur. Provide a description of the body of your lesson. Will students be informed as to the level at which they are expected to comprehend the information present, i.e. introductory level, practice/reinforcement of content, or mastery of content? This section should be a complete outline of your lesson if not made available by other included materials, i.e., copy of guided notes.

Research-Based Strategies/Engaging Students in Learning

Consider the research-based strategies within a lesson that affect student achievement. They are as follows:

- Identifying similarities and differences
- Summarizing and note taking
- Reinforcing effort and providing recognition
- Nonlinguistic representations
- Cooperative learning
- Generating and testing hypotheses
- Questions, cues, and advanced organizers (KWL)
- Systematic vocabulary instruction

In the body of your lesson, indicate which strategies you are using to teach your content. If you have questions regarding these strategies, ask your Administrator prior to your observation.

Formative Assessment (Information collected to modify presentation of content during learning): List how you will be assessing student understanding throughout the lesson body. What type of questioning will you be using: open discussion, non-directive, directive, Socratic questioning (uncovering assumptions and evidence to support a fact or argument - dig down), others. Will every student be involved in the lesson for the day? Will students be requested to assist in the day's instruction? How will you make the body of your lesson meaningful and recallable? Is this important? Describe how you will assess the body of your lesson.

Section VI: Closure

Section VII: Student Reinforcement/Formative Assessment

Section VIII: Summative Assessment/Culminating Projects

ARTICLE XIX-B**EDUCATIONAL SUPPORT PROFESSIONALS SUMMATIVE EVALUATION
REPORT AND RUBRIC (CLASSIFIED ONLY)****SECTION I - SUMMATIVE EVALUATION REPORT**

ELK POINT-JEFFERSON SCHOOL DISTRICT
Educational Support Professionals Summative Evaluation Report and Rubric

1. Paras will be evaluated by their supervising teacher two (2) times a year. Evaluations will be done corresponding with the end of the 1st quarter and end of the 3rd quarter.
2. ESP (Paras) will be evaluated with an online platform such as Bullseye.
3. They will be notified by email when evaluations are complete.
4. ESP (Paras) will acknowledge the evaluations within ten (10) days of receiving.
5. Paras' Special Education Director will be notified by email when the Direct Supervisor completes para evaluations.

ELK POINT-JEFFERSON SCHOOL DISTRICT
Paraprofessional Check-In Conversations
Self-Appraisal Form

Employee Name

Date

The questions below are designed to be discussed during the check-in meeting with your supervising team.

1. What do you consider to be the most important abilities which your job requires?

2. What are some aspects of your job that you like the best?

3. What are some aspects of your job that you like the least?

4. What are ways in which your supervisor(s) can help you do a better job?

5. In what aspects of your job do you feel you need more training and experience?

6. Other comments/suggestions/concerns?

ELK POINT-JEFFERSON SCHOOL DISTRICT
Paraprofessional Quarterly Checklist

Employee Name

Position

Work Location

School Year

KEY: U-Unsatisfactory B-Basic P-Proficient D-Distinguished ND-Needs Development NA-Not Acceptable

A. Work Habits	U	B	P	D	ND	NA
1. Makes good use of time						
2. Takes breaks limited to standards as outlined in working agreement						
3. Assumes responsibility for assigned tasks and begins them promptly						
4. Gathers appropriate data and materials						
5. Completes assignment on time						
6. Handles interruptions or pressures and remains productive						
7. Demonstrates flexibility						

B. Relationships with Others	U	B	P	D	ND	NA
1. Is pleasant, agreeable, and tactful						
2. Shows empathy for students and parents						
3. Displays effective listening skills						
4. Communicates problems and concerns effectively and courteously						
5. Cooperates with others						

C. Dependability	U	B	P	D	ND	NA
1. Maintains a good attendance record						
2. Is on time and ready to work						
3. Meets deadlines placed on work assignments						

D. Attitude	U	B	P	D	ND	NA
1. Displays a positive “can do” attitude						
2. Accepts rules re: office hours, practices, etc.						
3. Accepts supervision re: direction, improvement						
4. Exhibits respect for others						

E. Professional Skills	U	B	P	D	ND	NA
1. Demonstrates dedication and loyalty to students and staff						
2. Maintains confidences						
3. Demonstrates professional growth by asking questions						
4. Demonstrates good role model qualities for children and others						
5. Wears appropriate apparel for position						

F. Student Management Skills	U	B	P	D	ND	NA
1. Reinforces student behavioral expectations consistently						
2. Maintains dignity of the student at all times						

3. Offers encouragement when appropriate						
--	--	--	--	--	--	--

G. Other	U	B	P	D	ND	NA
1. Demonstrates adequate training for position						
2. Follows appropriate safety standards						

Note: ND and NA marks must be explained and attached to this evaluation.

Must follow up with a three-month evaluation.

Suggestions for Growth:

Comments:

Prog. Admin. Comments:

I have read the contents of this evaluation and understand that my signature does not necessarily indicate agreement. I have a right to attach my demurral statement to this evaluation.

Date

Signature of Employee

Date

Signature of Principal

Title

Date

Signature of Program Administrator

ELK POINT-JEFFERSON SCHOOL DISTRICT
Paraprofessional Summative Evaluation Report

The following Summative Evaluation Report is based on Administrative observations, feedback to the paraprofessional, conferences, and related professional interactions. It is understood that activities occurring prior to this evaluation are considered part of the formative supervisory process, while this document serves as the summative report.

 Paraprofessional

 Administrator

 Position

 School Year

 Date

KEY: A-Distinguished (Exceeds district expectations) B-Proficient (Meets district expectations) C-Basic (Meets minimal requirements. Improvement is necessary) D-Unsatisfactory (Unsatisfactory performance) N/O-Not Observed

1. Evaluation of Current Level of Paraprofessional Effectiveness

<u>Domain 1: Assisting with Planning and Preparation</u>	Unsatisfactory	Basic	Proficient	Distinguished
1.a. Demonstrating Knowledge of Subject Content				
1.b. Demonstrating Knowledge of Students				
1.c. Providing Assistance with Organizing Learning Groups				
1.d. Providing Assistance with Locating Resources and Materials				
1.e. Providing Assistance with Coherency of Lessons				
1.f. Providing Assistance with Assessment				
Overall Rating				

<u>Domain 2: Classroom Environment</u>	Unsatisfactory	Basic	Proficient	Distinguished
2.a. Assisting in Maintaining Respect and Rapport				
2.b. Assisting in Maintaining a Culture for Learning				
2.c. Assisting with Classroom Procedures				
2.d. Assisting with Maintaining Student Behavior				
2.e. Assisting with Organizing Physical Learning Space				
Overall Rating				

<u>Domain 3: Instructional Support</u>	Unsatisfactory	Basic	Proficient	Distinguished
3.a. Using Common Language				
3.b. Reinforcing Learning				
3.c. Engaging Students				
3.d. Providing Assistance with Students				
3.e. Demonstrating Flexibility and Responsiveness				
Overall Rating				

<u>Domain 4: Professional Responsibilities</u>	Unsatisfactory	Basic	Proficient	Distinguished
4.a. Supporting in Classroom				
4.b. Collecting and Recording Student Data				
4.c. Maintaining Cooperative Relationships				
4.d. Growing and Developing Professionally				
4.e. Showing Professionalism				
Overall Rating				

2. Recommended Areas for Future Growth:

3. Administrator's Comments:

4. Results of this Evaluation Process Conclude (Insert Name):

_____ Meets district paraprofessional performance standards - **recommended for renewal**

_____ Does not meet district paraprofessional performance standards - **renewal contingent on successful completion of Plan of Improvement**

_____ Does not meet district paraprofessional standards - **not recommended for renewal**

Special Education Teacher

Date

Paraprofessional

Date

The signature indicates the paraprofessional has read the report. It does not necessarily indicate concurrence.

Special Education Director

Date

ARTICLE IV

REQUEST FOR LEAVE

SECTION I - SICK LEAVE (CERTIFIED AND ESP)

All certified and educational support professionals of the Elk Point-Jefferson School District 61-7 shall be entitled to ten (10) days (80 hours) sick leave each fiscal year accumulative to 90 days (720 hours).

- h. Personnel employed for a time less than a normal period for employees in similar positions shall be allowed a number of days prorated with that allowed for a normal period of time.
- i. Sick leave is herein defined to mean the absence of an employee because of illness, exposure to a contagious disease, or attendance upon a member of the immediate family. Attendance upon members shall be limited to ten (10) days (80 hours) per year of sick leave unless extended through the discretion of the superintendent. Employees shall be entitled to leave without a deduction in pay if absent for one of the above reasons, such absence not to exceed the number of days allowable under one (!) above, except as herein provided.
- j. Members of the immediate family shall mean parent, child, brother, sister, spouse, parent of spouse, grandchild, or wards of the employee.
- k. The interpretation of all leave policies will be in the hands of the Superintendent.
- l. The School Board or Administration may require a physicians' statement certifying disability or illness.
- m. Returning employees (Certified and ESP) that have accumulated ninety (90) sick days (720 hours) prior to a school year starting will be paid out by the business office on the first paycheck of the next school year at \$10 per day (per 8 hours).
- n. For those employees (Certified and ESP) that have less than the ninety (90) day (720 hour) cap on sick leave at the start of a contract year, incentive pay will be paid out by the business office to those that use 0 sick leave days (0 hours) by the end of the contract year. The incentive for those individuals will be **\$150** per contract year, to be paid out in the final check for the fiscal year.

TA:

Board Representative: *Tom Mark*
Board Representative: *Tony Galy*
Negotiations Committee: *Melanie Nouns*
Negotiations Committee: *Barb King*
Negotiations Committee:

Date: *4-18-26*
Date: *4-18-26*
Date: *4/18/26*
Date: *4/18/26*
Date:

ARTICLE IV

REQUEST FOR LEAVE

SECTION II - EMERGENCY SICK LEAVE (CERTIFIED AND ESP)

In a situation of an employee certified (or ESP) or member of their immediate family dealing with an illness of severe nature, the School Board has the ability to grant extra sick days to a full-time employee of the Elk Point-Jefferson School District. Members of the immediate family shall mean parent, grandparent, child, brother, sister, spouse, parent of spouse, grandchild, or wards of the employee.

Certified staff and ESP who are members of the bank and who have exhausted their accumulated personal and sick leave may make withdrawals from the sick leave bank, provided there are sufficient days in the bank. A qualified physician's verification of the need for additional sick leave is mandatory.

Each certified staff member may be granted a maximum of ten (10) days (80 hours) per request from sick leave bank **in any contract year.** Such days shall be dispersed in the following manner:

3. These days are to be used for personal illness or disability and/or members of the immediate family illness or disability. Members of the immediate family shall mean parent, grandparent, child, brother, sister, spouse, parent of spouse, grandchild, or wards of the employee.
4. Application shall be accomplished by a qualified physician's statement. The application will be submitted to the Superintendent who will present the request to a committee composed of two members of the Education Association, two Administrators, and two Board members for review. Additional days may be granted by the Superintendent upon application by the employee.

At the conclusion of each contract year, the business office shall send a report to the Elk Point-Jefferson Education Association (EPJEA) indicating the status of the sick bank leave.

Sick Leave Bank

7. Initial Contribution for New Employees

- a. All newly-hired employees shall contribute one (1) day from their accrued sick leave to the Sick Leave Bank. This contribution must be made within two (2) weeks of the employee's start date for the school year.

8. Initial Contribution for Returning Employees

- a. All staff will receive a request to donate a day to the bank within the first two (2) weeks of school starting.

9. Eligibility Requirement

- a. Employees must have contributed at least one (1) day (8 hours) to the Sick Leave Bank in order to be eligible to apply for and receive Sick Leave Bank.

10. Minimum Balance Requirement

- a. The Sick Leave Bank shall maintain a minimum balance of fifty (50) days (400 hours). If the total number of available days falls below fifty (50) days (400 hours), the District may request additional voluntary contributions from participating employees.

11. Non-Interference and Application Process

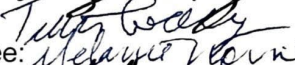
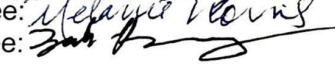
- a. Members of the committee or administration should not discourage those applying for the Sick Leave Bank. All applications shall be reviewed and determinations made solely by the Sick Leave Bank Committee. Applications can be found in the shared folder or picked up from the business manager.

12. Committee Authority

- a. The Sick Leave Bank Committee shall have full authority to review applications and determine eligibility and the number of days (hours) awarded, consistent with established guidelines and procedures.

**It is important to note that the School Board and committee is under no obligation to grant emergency sick leave and each case will be viewed according to its merit.

TA:

Board Representative: 
Board Representative: 
Negotiations Committee: 
Negotiations Committee: 
Negotiations Committee:

Date: 4-18-26
Date: 4-18-26
Date: 4/18/26
Date: 4/18/26
Date:

ARTICLE XII

INSURANCE AND BENEFITS (CERTIFIED AND ESP)

SECTION I - INSURANCE AND BENEFITS

The Board of Education will provide to the employee the insurance dollar amount equivalent of a single policy with deductible of \$2000 per month (currently \$696.80) toward the district's group health insurance policy of their choice from the current Board offered insurance plans. If the employee eligible for coverage wishes to enroll in a plan with a monthly premium of more than the cost of a single deductible, the employee through payroll deduction will pay the cost of the single or family plan in excess of the single plan. If two (2) members of the family are employed by the district and eligible for coverage, and if coverage is desired, the Board will pay for both individuals as two single plans with a premium less than the single with a \$2000 deductible. They will be allowed to apply the difference to an HSA card.

Ten thousand dollars (\$10,000) life insurance coverage will be provided for the employee.

Eligibility:

5. All full-timed certified and ESP personnel are eligible for individual protection coverage, with the cost of a single plan at the \$2000 deductible, paid per month from September through August or the duration of the contract when terminated early.
6. Full-time is defined as thirty (30) hours a week or more.
7. Employees working 22-30 hours a week are eligible for the group rate but are responsible for paying their own premiums.
8. ESP will be responsible for their insurance premiums, above the individual plan with a deductible of \$2000, during the months of July and August, if not actively working for the district during that time.

TA:

Board Representative: *T. J. [Signature]*
 Board Representative: *T. J. [Signature]*
 Negotiations Committee: *Yelami [Signature]*
 Negotiations Committee: *Bob P. [Signature]*
 Negotiations Committee: *Shelby [Signature]*

Date: *4-18-26*
 Date: *4-18-26*
 Date: *4/18/26*
 Date: *4/18/26*
 Date: *4/18/26*

ARTICLE XII

INSURANCE AND BENEFITS (CERTIFIED AND ESP)

SECTION II - INSURANCE AND BENEFITS

The school district will offer a vision plan similar to the current Delta Dental plan. The vision plan is not included in the current health care package. The employee is responsible for payment.

The Education Association requests that the school examine alternative dental insurance plans and present a range of options at the 2027 negotiation session. The Board responds that this is doable; however, the negotiations timeline does not line up with dental opportunities as those must be signed by April 1st. If we want this to happen, we would have to have language negotiations done well before this deadline.

TA:

Board Representative: *Tony Mow*
 Board Representative: *Tim Beady*
 Negotiations Committee: *Melanie Novis*
 Negotiations Committee: *Zak Brown*
 Negotiations Committee:

Date: *4-18-26*
 Date: *4-18-26*
 Date: *4/18/26*
 Date: *4/18/26*
 Date:

ARTICLE XV-A

SALARY AND HIRING SCHEDULE (CERTIFIED ONLY)

SECTION I - RETURNING TEACHERS

All returning professional certified staff will receive a **1.4%** increase of their **individual** salary (2024-2025 school year). If someone is below their hiring step, their individual salary will be adjusted to that step.

Base hiring salary will increase by \$204 to \$48500 and hiring formula numbers will increase by corresponding steps.

The hiring salary schedule was thrown off by a percentage increase over the past several years. This indicates that incoming employees would receive higher pay in their educated lanes. We audited the hiring formula (see Article XV-A, Section III - Hiring Schedule).

Yearly after negotiations, the business manager will audit existing employees to ensure all employees are at a minimum at their corresponding hiring schedule. This will be done to ensure those being hired will not make more money than an existing employee per Section IV - New Teachers.

TA:

Board Representative:	<i>Tom Mow</i>	Date:	<i>4-18-26</i>
Board Representative:	<i>Timothy Beady</i>	Date:	<i>4-18-26</i>
Negotiations Committee:	<i>Melanie Moring</i>	Date:	<i>4/18/26</i>
Negotiations Committee:	<i>John P.</i>	Date:	<i>4/18/26</i>
Negotiations Committee:		Date:	

TA:

Board Representative:	<i>Tom Mow</i>	Date:	<i>4-18-26</i>
Board Representative:	<i>Timothy Beady</i>	Date:	<i>4-18-26</i>
Negotiations Committee:	<i>Melanie Moring</i>	Date:	<i>4/18/26</i>
Negotiations Committee:	<i>John P.</i>	Date:	<i>4/18/26</i>
Negotiations Committee:	<i>Shelly P.</i>	Date:	<i>4/18/26</i>

ARTICLE XV-A

SALARY AND HIRING SCHEDULE (CERTIFIED ONLY)

SECTION III - HIRING SCHEDULE

4. Base hiring salary will increase by \$204 to \$48500 and hiring formula numbers will increase by corresponding steps.
 - a. The hiring salary schedule was thrown off by a percentage increase over the past several years. This indicates that incoming employees would receive higher pay in their educated lanes. We audited the hiring formula and have the corresponding correct hiring formula below. This reflects a \$475 difference between hiring steps and the negotiated language for education lane changes.
5. Extra duty pay schedule will remain at \$41,300 for the 2026-2027 school year.
6. New hiring table as a result:

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$48,500	\$49,145	\$49,790	\$50,585	\$51,380	\$52,175
2	\$48,975	\$49,620	\$50,265	\$51,060	\$51,855	\$52,650
3	\$49,450	\$50,095	\$50,740	\$51,535	\$52,330	\$53,125
4	\$49,925	\$50,570	\$51,215	\$52,010	\$52,805	\$53,600
5	\$50,400	\$51,045	\$51,690	\$52,485	\$53,280	\$54,075
6	\$50,875	\$51,520	\$52,165	\$52,960	\$53,755	\$54,550
7	\$51,350	\$51,995	\$52,640	\$53,435	\$54,230	\$55,025
8	\$51,825	\$52,470	\$53,115	\$53,910	\$54,705	\$55,500
9	\$52,300	\$52,945	\$53,590	\$54,385	\$55,180	\$55,975
10	\$52,775	\$53,420	\$54,065	\$54,860	\$55,655	\$56,450

TA:

Board Representative: *Tom M...*
Board Representative: *Timothy...*
Negotiations Committee: *Melanie M...*
Negotiations Committee: *John R...*
Negotiations Committee: *Shelly...*

Date: *4-18-26*
Date: *4-18-26*
Date: *4/18/26*
Date: *4/18/26*
Date: *4/18/26*

ARTICLE XV-B

SALARY (ESP ONLY)

SECTION I - SALARY (ESP ONLY)

3. Returning ESP: All returning ESP staff will receive 1.4% increase funding over their current salary.
4. All new ESP will be hired according to the following hiring table. Degrees and earned credits must be in an education-related field.

Hourly Wage Upon Hire	Education	Years of Experience
Tier 1: \$15.00	High School Graduate	3-5 years add \$0.50 to their tier
Tier 2: \$15.50	+15 College Credits	6-9 years add \$1.00 to their tier
Tier 3: \$16.00	Associate's Degree	10+ years add \$2.00 to their tier
Tier 4: \$17.00	Bachelor's Degree	
Tier 5: \$18.00	Master's Degree	

The following assignments receive a \$0.50 increase.

- 4) Personal Cares Team
- 5) 1:1 Aide
- 6) Behavior Assistance Training (BAT)

In addition, all ESP staff are expected to attend in-services unless otherwise told not to by district Administration.

Due to believed issues with the Co-op being able to uphold the training of the Behavior Assistance the Education Association proposes corrective language to meet the needs of both the Education Association and the Board.

Personal Cares Team

2) 1:1 Aide - Behavior Assistance Training

- a) Training provided by an educational resource such as, but not limited to, an area Co-op, SDEA in the way of Behavioral Training for accelerated behaviors.
 - i) Any ESP willing to take the course and apply appropriately in their job requirements can participate in said training.
 - ii) The training should be an equivalent of a certified teacher 2 credit class (30 hours minimum required for completion credit).
 - iii) Training to be completed through the first semester of a school year (not a one and done). Can be completed during conference days, teacher work days, or in-service days.
 - iv) The \$0.50 increase to the ESP salary is contingent upon the completion of the full course not retroactive.
 - v) Proof completion of course is required for pay raise.
- 5. The salary of a newly-hired ESP cannot exceed that which a present EPJ ESP earns with a comparable years of experience and the same degree according to the column on the hiring schedule.
- 6. School Closure: In the event of inclement weather or other unforeseen reasons, the Superintendent may delay the start of school or call for early release. If school is delayed or let out early, ESP employees will be paid the difference to complete their normal shift. If school is canceled, employees will not be paid for that respective day unless they work due to the request of their supervisor, or permission is granted to work from the supervisor. Employees may elect to use vacation or personal leave to compensate for no work. Employees, unless otherwise directed or given permission to work, are not to report to work if school is delayed or closed.
- 7. Early Out, Late Start, or Full Day In-Service or Conferences: In the event of an in-service white requires an early release, a late start, or is all day, staff must be given the opportunity to attend the in-service, as it pertains to their job description or be assigned other duties. On conference days when school is dismissed at 12:30, classified staff will remain in the building working at the direction of their supervisory staff member. They

will work until 5:00pm to earn the comp day that is granted after the completion of conferences.

8. 12 Monthly Payments: ESP will be paid their wage over a 12-month period. ESP work 8 hour days that coincide with the school calendar. If ESP can't be at work, they will be charged sick days or personal days, and when out of both sick and personal days, their monthly check will be adjusted accordingly.

Yearly after negotiations, the business manager will audit existing employees to ensure all employees are at a minimum at their corresponding hiring schedule. This will be done to ensure those being hired will not make more money than an existing employee per Section IV - New Teachers.

TA:

Board Representative:	<i>Tony Mory</i>	Date:	<i>4-18-26</i>
Board Representative:	<i>Tracy Beary</i>	Date:	<i>4-18-26</i>
Negotiations Committee:	<i>Melani Norn</i>	Date:	<i>4/18/26</i>
Negotiations Committee:	<i>Zach B</i>	Date:	<i>4/18/26</i>
Negotiations Committee:		Date:	

Zach B 04/18/26
Melani Norn 4/18/26
Tracy Beary 4-18-26
Tony Mory 4-18-26
Shells B 4-18-26

ARTICLE XVI

EXTRA PAY FOR EXTRA RESPONSIBILITY

SECTION IV - LONGEVITY PAY

Extra duty salaries will be determined by increasing the “Base Salary” by \$400 per year of service in that position after their second year of the position.

Salary increases will start at three (3) years of service and if they are a **current employee** in the school district. **If you are a retired employee of the district, you will be allowed to continue utilizing the longevity scale.**

Currently employed community members will be placed on year 3 of the new schedule and then be frozen after the 2024-2025 school year.

Extra Duty Employees prior to FY 2025 will be placed on this agreement based on years of experience.

If an extra duty employee switches positions, returns to a position, or moves categories, experience is not given.

All lane changes or title changes revert to the base years of experience. **See fixed erroneous number in red.**

	Base Salary	Increase	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Cat 8	Cat 9	Cat 10
Year	41300	0	13%	12.5%	10.5%	10%	7.5%	6.5%	6%	5.25%	2.75%	1.5%
1-2	41300	0	\$5369	\$5163	\$4337	\$4130	\$3098	\$2685	\$2478	\$2168	\$1136	\$620
3	41700	400	\$5421	\$5213	\$4379	\$4170	\$3128	\$2711	\$2502	\$2189	\$1147	\$626
4	42100	400	\$5473	\$5263	\$4421	\$4210	\$3158	\$2737	\$2526	\$2210	\$1158	\$632
5	42500	400	\$5525	\$5313	\$4463	\$4250	\$3188	\$2763	\$2550	\$2231	\$1169	\$638
6	42900	400	\$5577	\$5363	\$4505	\$4290	\$3218	\$2789	\$2574	\$2252	\$1180	\$644
7	43300	400	\$5629	\$5413	\$4547	\$4330	\$3248	\$2815	\$2598	\$2273	\$1191	\$650
8	43700	400	\$5681	\$5463	\$4589	\$4370	\$3278	\$2841	\$5622	\$2294	\$1202	\$656
9	44100	400	\$5733	\$5516	\$4631	\$4410	\$3308	\$2867	\$2646	\$2315	\$1213	\$662
10	44500	400	\$5785	\$5563	\$4673	\$4450	\$3338	\$2893	\$2670	\$2336	\$1224	\$668

11	44900	400	\$5837	\$5613	\$4715	\$4490	\$3368	\$2919	\$2694	\$2357	\$1235	\$674
12	45300	400	\$5889	\$5663	\$4757	\$4530	\$3398	\$2945	\$2715	\$2378	\$1246	\$680
13	45700	400	\$5941	\$5713	\$4799	\$4570	\$3428	\$2971	\$2742	\$2399	\$1257	\$686
14	46100	400	\$5993	\$5763	\$4841	\$4610	\$3458	\$2997	\$2766	\$2420	\$1268	\$692
15	46500	400	\$6045	\$5813	\$4883	\$4650	\$3488	\$3023	\$2790	\$2441	\$1279	\$698
16	46900	400	\$6097	\$5863	\$4925	\$4690	\$3518	\$3049	\$2814	\$2462	\$1290	\$704

ARTICLE XIX-A

PROFESSIONAL STAFF EVALUATION POLICY (CERTIFIED ONLY)

SECTION I - PROFESSIONAL STAFF EVALUATION POLICY

The purpose of evaluation of professional staff is to improve the quality of the education program by assisting staff to become more effective in working with students. Information gained during the teacher evaluation process shall be used to enhance individual identified needs.

The evaluation tool that will be used will align itself with the requirements as set by the state of South Dakota and a committee of Board members, Administration, and EPJEA members. Any changes from the Charlotte Danielson tool to another evaluation tool is to be approved by Board members, Administration, and the EPJEA Negotiations Team. Any changes made to the Danielson tool during the current school year cannot take effect until the following school year.

Other goals of the system are:

- 8) The evaluation process will be positive in nature.
- 9) The evaluation will be made to maintain quality education for the students.
- 10) The evaluation will identify and support the characteristics and qualities of excellent leaders.
- 11) The evaluation will formalize a communication between the staff and the principal.
- 12) The evaluation will be a tool for self-improvement to both staff and the principal.
- 13) The evaluation will pertain to job duties as defined in the teacher's job description.
- 14) The evaluation will allow a teacher to develop meaningful goals.

At the conclusion of the evaluation process for the school year, the teacher and direct supervisor shall sign the approved form acknowledging receipt of a copy and that they have reviewed the contents. The principal shall file a copy of the signed written evaluation form with the Superintendent and the teacher will also receive a copy. Such a copy will become a part of the teacher's file. Observation of the teacher is the responsibility of the direct supervisor.

Professional staff employed in the District from one (1) to three (3) consecutive years will be evaluated each year using the South Dakota Standards for Teaching (Charlotte Danielson

Framework) or a Danielson-based rubric aligned to the job description if other than a classroom teacher. The following processes are based on how long a staff member has been employed with Elk Point-Jefferson School District. Unannounced Walk-Throughs, Professional Goals, Professional Growth Plans (PGPs), and Danielson's Evaluation Frameworks (Domains 1-4) are tools that will be used at various stages of employment. Walk-Through visits are unannounced classroom observations.

Documentation and feedback will be provided in all situations. Observations from these walk-throughs will be discussed as a part of the final summative conference. Each teacher has the right to upload a demerital statement to the signature page of the evaluation tool.

Teachers in 1st through 3rd years - Annually

- Provide artifacts for Domains 1 and 4 upon request within five (5) working days.
- Have 4 unannounced walk-throughs per year, 2 first semester and 2 second semester.
- Post-walk-through feedback will be provided within ten (10) school days.
- Teachers will acknowledge walk-throughs within ten (10) school days of receiving feedback
- 1 formal evaluation (40-55 minute class period)
- Final summative conference

Teachers in 4th year and beyond will alternate between Option A and B

Option A: Professional Growth Plan (PGP)

The teacher will choose one of the four (4) options below. Under this plan, the teacher will develop and submit their goal by September 20. Two (2) conferences will be held with the Administrator: one to review the goal proposal and one at the end of the year (a post-goal feedback meeting) to evaluate the success of the goal.

- Instructional Improvement Plan
- Curriculum

- Professional Development Presentations
- Peer Observations
 - The primary purpose of peer observations is to foster professional growth through observation, dialogue, and reflection. Teachers may explore instructional strategies, classroom management techniques, and content delivery methods in a supportive environment.
 - Selection of Participants:
 - 6. Teachers shall select observation partners by mutual agreement. Both the observer and the observed teacher must consent to the observation.
 - 7. Participation is voluntary unless included as part of an individual plan of improvement.
 - 8. Teachers are encouraged to choose peers whose practice aligns with the specific skills or strategies they wish to develop.
 - 9. Teachers are encouraged to observe colleagues across different grade levels, subjects, or instructional approaches when possible to broaden learning opportunities.
 - 10. Administrators may provide pairing suggestions upon request but shall not mandate specific observation partners.
 - Observation Process:
 - 4. A pre-observation conversation may be held to identify focus areas.
 - 5. Observations shall be scheduled at a mutually convenient time.
 - 6. A post-observation discussion shall occur to reflect on instructional practices and potential next steps.
 - Confidentiality:

2. All notes, discussions, and feedback from peer observations are confidential and shall not be shared with administrators or included in personnel files. Teachers may voluntarily include reflections in their professional portfolios.

■ **Administrator's Role:**

2. Administrators shall not select observers, dictate observation content, or request copies of peer-observation notes. Peer observations remain separate from the formal teacher evaluation process.

- Post goal feedback meeting

Option B: Walkthroughs

- Provide artifacts for Domains 1 through 4 upon request within 5 working days
- Two (2) unannounced walkthroughs
- Post walkthrough feedback will be provided within ten (10) school days
- Teachers will acknowledge walkthroughs within ten (10) school days of receiving feedback
- Final summative conference

Personnel Files: Certified personnel shall have the right to examine their personnel files at a mutually agreed upon time not to exceed 24 hours, to be accompanied by an association representative in such examination, and to make copies of any material in the file. No material entered into an employee's file may be used in any proceeding unless the employee has had the opportunity to review and initial it.

Board Representative: *Tony M...*
Board Representative: *Tony M...*
Negotiations Committee: *Melanie Harris*
Negotiations Committee: *Bob Harris*
Negotiations Committee:

Date: *4-18-26*
Date: *4-18-26*
Date: *4/18/26*
Date: *4/18/26*
Date:

ARTICLE XIX-B

EDUCATIONAL SUPPORT PROFESSIONALS SUMMATIVE EVALUATION REPORT AND RUBRIC (CLASSIFIED ONLY)

SECTION I - SUMMATIVE EVALUATION REPORT

ELK POINT-JEFFERSON SCHOOL DISTRICT Educational Support Professionals Summative Evaluation Report and Rubric

6. Paras will be evaluated by their supervising teacher two (2) times a year. Evaluations will be done corresponding with the end of the 1st quarter and end of the 3rd quarter.
7. ESP (Paras) will be evaluated with an online platform such as Bullseye.
8. They will be notified by email when evaluations are complete.
9. ESP (Paras) will acknowledge the evaluations within ten (10) days of receiving.
10. Paras' Special Education Director will be notified by email when the Direct Supervisor completes para evaluations.

Signed:

Board Committee:	<u>T. Mory</u>	Date:	<u>4-18-26</u>
Board Committee:	<u>T. Mory</u>	Date:	<u>4-18-26</u>
EA Representative:	<u>William Mory</u>	Date:	<u>4/18/26</u>
EA Representative:	<u>Sam Mory</u>	Date:	<u>4/18/26</u>
EA Representative:	<u>Shelly John</u>	Date:	<u>4/18/26</u>