

***NEGOTIATED AGREEMENT  
FOR THE SCHOOL YEAR  
2023-2024***

**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 2023-2024**

**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, 2023 and continue in effect until June 30, 2024. 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.

## **Negotiated Settlement 2023-2024**

### **Salary**

- Returning certified staff and ESP will receive a **6.5%** increase to their individual salary.
- ESP staff impacted received an education/experience credit to get to hiring schedule pay.
- If someone is hired with the same experience/education the district has a responsibility to ensure continued employed employees, make at least the same amount of the new hires.
- Base hiring salary will increase to **\$46,328 (6.5% increase)**
- Extra duty pay schedule salary will remain at \$41,300 for the 2023-2024 school year.

## **ARTICLE I GROUND RULES – NEGOTIATED SESSIONS SECTION I**

### **4. Negotiations will be held with the following process:**

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 2 hours, with time extension by mutual consent—This will apply to the evening meetings, not the Saturday meetings.

**ARTICLE III  
REQUEST FOR LEAVE  
SECTION VIII – EXTENDED LEAVE PAY**

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. Example: base pay -- **\$46328/180**  
**= 257.38**. Fringe benefits will not be offered as part of the extended leave policy and the 21 continuous days must be accrued each year.

**ARTICLE III  
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 10 days.

**ARTICLE VI  
HOURS OF DUTY  
SECTION 1 (Certified and ESP)**

1. **The workday for certified employees.....office check-out sheet**
2. The workday for ESP is normally 7.5 hours from 7:30 am to 3:30 pm with a thirty minute lunch. Starting in the 23-24 school year, ESP will remain clocked in during their lunch break. This will then result in working a 40; hour week if arriving at 7:30 am and working through to 3:30 pm. ESP wishing to leave the building for lunch will be required to clock out and back in upon return. ESP that works evening hours will be paid at their hourly rate. This can include, but not 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 other school district. Exceptions to the after-school time requirements will be permitted on days preceding weekends and holidays.

**ARTICLE X**  
**PAYMENT OF SALARY AND PRORATING**  
**SECTION 1) (Certified only)**

The Elk Point-Jefferson school employees are paid on a twelve -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 is placed on worker's compensation, or is absent due to illness, the teacher will be paid in full for all days taught based on 180 days.

**ARTICLE XI**  
**INSURANCE AND BENEFITS (Certified and ESP)**  
**SECTION I**

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 \$485) toward the district's group health insurance policy of their choice from the current board offered insurance plans. IF the employee eligible for the 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 plan with a premium less than the single with \$2000 deductible, they will be allowed to apply the difference to an HSA card.

Ten Thousand dollars (\$10,000.00) life insurance coverage will be provided for the employee.

**Eligibility:**

- 1) All full-time 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 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**

### **Release from Contract**

Penalties to read the following:

- From June 1st through June 30th \$1000
- From July 1st through the contract start \$2000
- From the contract start date through the duration of the contract \$3000
  - {Requires two week notice}

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, (c) doctor recommendation.

## **ARTICLE XIII**

### **SUBSTITUTE PAY FOR CERTIFIED TEACHER AND ESP**

Certified teachers who .....period.

ESP that are pulled from their daily routine to cover for a certified staff member will be paid a \$30 flat rate to sub for a teacher out of the building. The coverage would be a minimum of 20 minutes and not exceed a maximum of 90 minutes to receive full compensation.

This compensation could be paid out in December and June not as a bonus but as a possible extra duty to not be considered overtime pay.

**ARTICLE XIV**  
**SECTION III - Hiring Schedule**

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	46,328	47,014	47,701	48,548	49,395	50,241
2	46,801	47,488	48,175	49,022	49,869	50,715
3	47,275	47,962	48,649	49,496	50,343	51,189
4	47,749	48,436	49,123	49,970	50,816	51,663
5	48,223	48,910	49,597	50,444	51,290	52,137
6	48,697	49,384	50,071	50,918	51,764	52,611
7	49,171	49,858	50,545	51,392	52,238	53,085
8	49,645	50,332	51,019	51,866	52,712	53,559
9	50,119	50,806	51,493	52,339	53,186	54,033
10	50,625	51,312	51,999	52,845	53,692	54,539

**ARTICLE XIV-A (Certified Only)**  
**SALARY**  
**SECTION V – Specific Teacher Contract**

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

**ARTICLE XIV-B (ESP only)**  
**SALARY**  
**SECTION I**

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 credits of college	6-9 years add 1.00 to their tier
Tier 3: 16.00	Associate's degree	10+ add 2.00 dollars to their tier
Tier 4: 17.00	Bachelor's Degree	
Tier 5: 18.00	Master's Degree	

The following assignments in receive a **\$0.50** increase

- **Personal Cares Team**
- **1:1 aides**

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

**SECTION II – 12 MONTH PAY**

ESP will be paid their wage over a 12-month period. ESP works 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.



## **ARTICLE XV**

### **EXTRA PAY FOR EXTRA RESPONSIBILITY (Certified and ESP)**

#### **SECTION II**

1. All qualified staff members are eligible for duties on this schedule.
2. Any open extra pay position, ~~not held by currently employed certified staff or ESP members,~~ 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 dollars for a mentorship program in our activities.
  - \$1,000 a year for (2 mentees)
  - Must apply for approval and final approval will be given by the superintendent of schools.
  - \$250 will be given to the mentor.
  - \$250 will be given to the mentee.

## **ARTICLE XV**

### **EXTRA PAY FOR EXTRA RESPONSIBILITY**

#### **SECTION III – ADDING TO EXTRA DUTY SCHEDULE/CHANGING CATEGORIES**

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.
- 4) The Athletic/Activities director will determine if they should bring it to the board of education.
- 5) The board will listen to the discussion item when requested by the athletic/activities director.

- 6) 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.
- Note: The same steps will be applied when determining category changes for extra duties. If a category changes for an extra duty, the change will not take place until the next school year.

**ARTICLE XVI (CERTIFIED, ESP)**

**GRIEVANCE PROCEDURE**

**SECTION 1, ITEM 8 REPRESENTATION RIGHTS**

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 representations is the employee's responsibility to initiate.

Tim Steady, School Board President

Date: 5-8-23

Melanie Roush, EPJEA Co-President

Date: 5/9/23

Paula McMahon, EPJEA Co-President

Date: 5/11/23

## **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<sup>st</sup> and no later than the second full week of April.
- 4) Negotiations will be held with the following process:  
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 2 hours, with time extension by mutual consent—This will apply to the evening meetings, not the Saturday meetings.

(Adopted, 2023)

- 5) New agenda items shall not be introduced after the third meeting unless they are money issues tied to a South Dakota legislative session.
- 6) Each party shall have the right to caucus.
- 7) 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.
- 8) Each party shall have the right to inform its respective groups (i.e. certified, educational support professionals, board)

- 9) 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.
- 10) Agreements: When the parties reach an agreement, a written summary shall be prepared for information by the board and the members of the association.
- 11) Items affecting both certified and ESP can be agreed upon at the latest meeting.

## **SECTION II (Certified and ESP)**

The negotiations by the board or its designated representatives and the employee organization or its designated 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.

## **SECTION III - JOINT NEGOTIATIONS COMMITTEE (Certified and ESP)**

1. Board and Certified  
The committee shall consist of the superintendent; not to exceed two board members from the Board of Education or its designated 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 resource or advisors present. *(Revised May 9, 2018)*
2. Board and Educational Support Professionals (ESP)  
The committee shall consist of the superintendent; not to exceed two 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 resource or advisors present.

## **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.

## **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 credits per year per individual and will match the specific debt amount incurred by the staff member, not to exceed six credits or \$1008 per year. (\$168/credit) (Revised May 2020)
- 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:
  - 1. The employee must hold a valid South Dakota teaching certificate as required by the State of South Dakota for one-half tuition.
  - 2. 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.
  - 3. Credits taken must be in the content area of the teacher participating or approved by the Superintendent of School.
  - 4. The employee may apply for actual costs, up to \$1008 of District money per year.
  - 5. Reimbursement will take place upon completion of class and documentation of cost.
  - 6. This policy was effective July 1, 2002.

- E. All textbook costs, associated with courses in above coursework, will be reimbursed with an appropriate receipt.

## **SECTION II – SPECIAL PROJECTS FUND (Certified only)**

### **A. Purpose**

1. To provide financial reward for special, one-time, teacher-initiated academic and curricular projects.
2. To provide a means for financial reward for administrative-assigned special assignments.

### **B. Cost**

1. The Association would propose an initial pool of \$3,000.

### **C. Eligibility**

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

### **D. Application**

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

### **E. Payment**

1. Payment will be made in the form of one check
2. Project completion is required prior to payment.

### **F. Sunset Clause**

1. 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 III 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 days (80 hours) sick leave each fiscal year accumulative to 90 days (720 hours).

- 1) 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.
- 2) 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 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 (1) above, except as herein provided.

3) Members of the immediate family shall mean parent, child, brother, sister, spouse, parent of spouse, grandchild or wards of the employee.

4) The interpretation of all leave policies will be in the hands of the superintendent.

5.) The school board or administration may require a physician's statement certifying disability or illness.

6.) Returning employees (Certified and ESP) that have accumulated 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).

7.) For those employees (Certified and ESP) that have less than the 90 day (720 hour) cap on sick leave at the start of a contract year, incentive pay will be offered 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 \$100 per contract year, to be paid out in the final check for the fiscal year.

## **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 a severe nature, the school board has the ability to grant extra sick days to all full-time employees 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. The board will set aside 50 sick leave days (400 hours) that can be drawn upon by any employee with committee approval. Staff must exhaust their own sick leave before using the emergency sick leave.

1. The individual must submit an application to the superintendent who will present the request to a committee comprised of two teachers (one certified and one ESP), two administrators and two board members for review. The application must be accompanied by sufficient medical documentation. The committee can approve up to a maximum of 10 days (80 hours) per individual not to exceed 50 days (400 hours) in a school year.
2. The fifty days (400 hours) set aside by the school board do not accumulate from year to year.
3. In the event that the fifty days (400 hours) are exhausted, individuals may confidentially donate sick days with the approval of the school board. The superintendent will notify the staff of the situation and accept donations in a written form. The school board will approve all such donations.

4. Employees certified (or ESP) who are drawing from the plan when a new contract term begins will not qualify for the annual ten-day (80 hours) sick leave until they return to work on a full-time basis.

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

### **SECTION III - PERSONAL LEAVE (Certified and ESP)**

- 1) All full-time employees certified (or ESP) shall receive three (3) days (24 hours) non-cumulative personal leave per year. The superintendent must approve such absence five (5) days in advance. There will be allowances made in case of emergencies at the discretion of the superintendent.
- 2) All three days (24 hours) of personal leave will be with pay and are not considered part of the sick leave days.
- 3) Any person (certified or ESP) with personal days unused at the end of the year will be paid \$150 per unused day, up to three (3) personal days (24 hours).

### **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 direction.
- 3) 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.
4. 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 basis of reimbursement for meals and lodging.

### **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.



## **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 10 days.**

## **SECTION VII- WORKER'S COMPENSATION LEAVE (Certified and ESP)**

- 1) Worker's Compensation Leave -- Injury Leave.  
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 and 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.  
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 and 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.

## **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. Example: base pay -- \$46328/180 = 257.38. Fring benefits will not be offered as part of the extended leave policy and the 21 continuous days must be accrued each year.

## **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 a 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.

## **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 from sick leave. Additional days will be at the discretion of the superintendent.

## **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. (May 15, 2006)

## **ARTICLE IV STUDENT TEACHER SUPERVISION (Certified Only)**

### **SECTION I**

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 as soon as 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 V NOTIFICATION OF OPEN POSITIONS (Certified and ESP)**

### **SECTION I**

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 (Section 1A) to the appropriate principal. Qualified staff who submit an application will be interviewed.

Staff will also be allowed to confidentially submit an application (Section 1A) 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 VI**

### **HOURS OF DUTY**

#### **SECTION I (Certified and ESP)**

1. The workday for certified employees is normally 8 hours from 7:40 a.m. to 3:40 p.m. Staff working at or conducting school sponsored evening event may leave at 3:30 p.m. 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 and assemblies, and other duties as assigned. The arrival and departure times of teachers 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. 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 7:30 am to 3:30 pm with a thirty minute lunch. Starting in the 23-24 school year, ESP will remain clocked in during their lunch break. This will then result in working a 40; hour week if arriving at 7:30 am and working through to 3:30 pm. ESP wishing to leave the building for lunch will be required to clock out and back in upon return. ESP that works evening hours will be paid at their hourly rate. This can include, but not 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 other school district. Exceptions to the after-school time requirements will be permitted on days preceding weekends and holidays.

## **ARTICLE VII**

### **BARGAINING UNIT CONTACT INFORMATION( CERTIFIED and ESP)**

#### **SECTION I**

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<sup>st</sup> and February 1<sup>st</sup>:

Name of each bargaining unit employee

Home mailing address

Home phone or cell contact number

**ARTICLE VIII**

**SECTION I (Certified and ESP)**

**Elk Point-Jefferson School District  
Transfer/Reassignment Request**

Name \_\_\_\_\_

Present Assignment \_\_\_\_\_

Present Telephone Number \_\_\_\_\_ Summer Telephone \_\_\_\_\_

Present Teaching/Coaching Assignment \_\_\_\_\_

Assignment (s) Requested \_\_\_\_\_

Are you fully certified for the new subject/grade area?

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Certain

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

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\_\_\_\_\_ **Approved** \_\_\_\_\_ **Not approved**

**Principal Signature:** \_\_\_\_\_

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

**Superintendent Signature:** \_\_\_\_\_

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

## **ARTICLE IX**

### **STATE FUNDING AND TEACHER ACCOUNTABILITY (Certified Only)**

#### **SECTION I**

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 outlined in the funding formula. The district base salary will be increased without reopening negotiations.

## **ARTICLE X**

### **PAYMENT OF SALARY AND PRORATING**

#### **SECTION I (Certified Only)**

The Elk Point-Jefferson school employees are paid on a twelve -month basis. Paychecks will be direct deposited on the 20<sup>th</sup> of each month if the teacher elects this process or delivered on or about the 20<sup>th</sup> of each month.

If the board of education accepts a teacher's resignation during the school year, the teacher is placed on worker's compensation, or is absent due to illness, the teacher will be paid in full for all days taught based on **180** days.

#### **Section II (ESP Only)**

The Elk Point-Jefferson School ESP are paid on a ten-month basis. Paychecks will be direct deposit on the 20<sup>th</sup> of each month if ESP elects this process or delivered on or about the 20<sup>th</sup> of each month.

## **ARTICLE XI**

### **INSURANCE & BENEFITS (Certified and ESP)**

#### **SECTION I**

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 \$485) toward the district's group health insurance policy of their choice from the current board offered insurance plans. IF the employee eligible for the 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 plan with a premium less than the single with \$2000 deductible, they will be allowed to apply the difference to an HSA card.

Ten Thousand dollars (\$10,000.00) life insurance coverage will be provided for the employee.

Eligibility:

- 1) All full-time 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 30 hours a week or more.
- 3) Employees working 22-30 hours a week are eligible for the group rate but are responsible to pay 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.

## **SECTION II**

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.

## **SECTION III**

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 XII**

### **RELEASE FROM CONTRACT (Certified only)**

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 monies due the teacher, or the teacher may pay a sum as liquidated damages as per the following schedule if such termination occurs:

- a. Penalties to read the following:
  - i. From June 1<sup>st</sup> through June 30<sup>th</sup> \$1000
  - ii. From July 1<sup>st</sup> through the contract start \$2000
  - iii. From the contract start date through the duration of the contract period {Requires two 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, (c) doctor recommendation.

(Revised 2023)

## **ARTICLE XIII**

### **SUBSTITUTE PAY FOR CERTIFIED TEACHER AND ESP**

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 for a certified staff member will be paid a \$30 flat rate to sub for a teacher out of the building. The coverage would be a minimum of 20 minutes and not exceed a maximum of 90 minutes to receive the full compensations.

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 XIV-A**

### **SALARY AND HIRING SCHEDULE (Certified only)**

#### **SECTION I – RETURNING TEACHERS**

All returning professional certified staff will receive a 6.5 % increase over their current salary.

#### **SECTION II – ADDITIONAL CREDITS**

Individual teacher 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 1 of the ensuing year.**



### SECTION III – HIRING SCHEDULE

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	46,328	47,014	47,701	48,548	49,395	50,241
2	46,801	47,488	48,175	49,022	49,869	50,715
3	47,275	47,962	48,649	49,496	50,343	51,189
4	47,749	48,436	49,123	49,970	50,816	51,663
5	48,223	48,910	49,597	50,444	51,290	52,137
6	48,697	49,384	50,071	50,918	51,764	52,611
7	49,171	49,858	50,545	51,392	52,238	53,085
8	49,645	50,332	51,019	51,866	52,712	53,559
9	50,119	50,806	51,493	52,339	53,186	54,033
10	50,625	51,312	51,999	52,845	53,692	54,539

**Adopted 2023**

### 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.

- 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.
- New teachers entering the system with prior teaching service will be given a year's credit for experience gained on the following basis:
  - Credit will be granted for each year of teaching experience, up to a maximum of ten years.
  - A maximum of ten years teaching experience will be granted for BA, BA +15, BA +30, MA, MA +15, MA +30 columns on the hiring schedule.
  - 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.

## **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.

(Adopted 2023)

### **ARTICLE XIV-B SALARY (ESP only)**

1. Returning ESP: All returning ESP staff will receive 6.5% 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 credits of college	6-9 years add 1.00 to their tier
Tier 3: 16.00	Associate's degree	10+ add 2.00 dollars to their tier
Tier 4: 17.00	Bachelor's Degree	
Tier 5: 18.00	Master's Degree	

The following assignments in receive a \$0.50 increase.

- Personal Cares Team
- 1:1 aide

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

- 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.

(Adopted 2023)

3. **School Closure:** In the event of inclement weather or other unforeseen reason, 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.

4. **Early Out, Late Start, or Full Day Inservice** In the event of an in-service which 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.

#### 5. 12 Monthly Payments

ESP will be paid their wage over a 12-month period. ESP works 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.

(Adopted 2023)

## ARTICLE XV

### 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
\$ 41,300	Percent	13.00%	12.50%	10.50%	10.00%	7.50%	6.50%	6.00%	5.25%	2.75%	1.50%
	Salary	\$5,369	\$ 5,163	\$4,337	\$4,130	\$3,098	\$2,685	\$2,478	\$2,168	\$ 1,136	\$ 620
<b>Cat 1</b>	Head BBB Coach	\$ 5,369	<b>Cat 5</b>	Asst FB (4)	\$3,098	<b>Cat 8</b>	JH Boys Track	\$2,168			
	Head GBB Coach	\$ 5,369		Asst Boys Track	\$3,098		JH Girls Track	\$2,168			
	Head VB Coach	\$ 5,369		Asst Girls Track	\$3,098		JH Volleyball (2)	\$2,168			
	Head WR Coach	\$ 5,369		Asst Softball	\$3,098		JH Football (2)	\$2,168			
	Sports Performance Coordinator	\$10,738		Asst Cross Country	\$3,098		JH BBB (2)	\$2,168			
							JH GBB (2)	\$2,168			
<b>Cat 2</b>	Head FB Coach	\$ 5,163	<b>Cat 6</b>	Newspaper	\$2,685		JH Golf (Spring)	\$2,168			
	Head Boys Track	\$ 5,163		Yearbook	\$2,685						
	Head Girls Track	\$ 5,163									
	Head CC Coach	\$ 5,163	<b>Cat 7</b>	Band	\$2,478	<b>Cat 9</b>	Web PPT Developer	\$1,136			
	Head Softball Coach	\$ 5,163		Jazz Band	\$2,478		Oral Interp	\$1,136			
				Vocal	\$2,478		NHS	\$1,136			
<b>Cat 3</b>	Asst BBB (2)	\$ 4,337		Show Choir	\$2,478		Accompanist (Music)	\$1,136			
	Asst GBB (2)	\$ 4,337		One Act	\$2,478		MS Science Fair (2)	\$1,136			
	Asst VB (2)	\$ 4,337		School Play	\$2,478		HS Science Fair (2)	\$1,136			
	Asst WR (2)	\$ 4,337		Science Olympiad	\$2,478		JR Class Advisor (2)	\$1,136			
	Cheer Advisor	\$ 4,337					MS Student Council (2)	\$1,136			
							HS Student Council (2)	\$1,136			
<b>Cat 4</b>	Head Boys Golf	\$ 4,130									
	Head Girls Golf	\$ 4,130					<b>Cat 10</b>	MS Mini Courses	\$ 620		

#### SECTION II

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 dollars for a mentorship program in our activities.

1. \$1,000 a year for (2 mentees)
2. Must apply for approval and final approval will be given by the superintendent of schools.
3. \$250 will be given to the mentor.
4. \$250 will be given to the mentee.

**(Revised 2023)**

### **Section III**

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 Athletic/Activities director will determine if they should bring it to the board of education.
- 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.
  - o Note: The same steps will be applied when determining category changes for extra duties. If a category changes for an extra duty, the change will not take place until the next school year.

**(Adopted 2023)**

## ARTICLE XVI (Certified, ESP)

### GRIEVANCE PROCEDURE

#### SECTION I - DEFINITIONS:

1. A *grievance* is a complaint by a teacher, or group of teachers or ESP, 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, 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 representations is the employee's responsibility to initiate.

## **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 certificated 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.

## **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 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.

#### **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.

#### **SECTION V – FORMAL PROCEDURES:**

##### **1) LEVEL ONE: SCHOOL PRINCIPAL**

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.

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.

The Business Manager and/or Human Resources Director shall keep on file grievances processed.

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**

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.

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**

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.

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.

The decision of the Board shall be rendered in writing within fifteen (15) days after the hearing.

## **4) LEVEL FOUR – DEPARTMENT OF LABOR**

If after following the grievance procedure through the first three (3) levels the grievance remains unresolved, he/she may, within thirty (30) days after Board's written decision is received, appeal the grievance to the South Dakota Department of Labor. The inclusion of this paragraph in this 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.

## **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.

## **SECTION VII - MISCELLANEOUS:**

1) If, in the judgment 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.

(Revised July 2006)

## STAFF COMPLAINTS AND GRIEVANCES

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 XVII

### STAFF REDUCTION (Certified Only)

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 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.

### **RECALL:** (Certified ONLY)

Recall shall be conducted in inverse order of lay-off. For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. The teacher subject to reduction in force shall provide a list of positions they wish to be considered for and are qualified to fill. If, during the first two fiscal years subsequent to the lay-off, 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 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 XVIII**

### **EARLY RETIREMENT (Certified only)**

Early retirement will be granted to the six teachers eligible for retirement in the school year 2015-16 at 50% of the annual salary not including extra duty. The six teachers eligible for this benefit can exercise the option to retire at any time up to age 62. No other employees are eligible for the early retirement benefit.

#### **SCHEDULE FOR EARLY RETIREMENT PAYMENTS**

<b>RETIREMENT AGE (September 1)</b>	<b>PERCENT OF ANNUAL SALARY PAID TO INDIVIDUAL TEACHER</b>
62	50%
61	50%
60	50%
59	50%
58	50%
57	50%
56	50%
55	50%

#### **ASPECTS OF THE POLICY:**

The three teachers eligible for early retirement during the 2017-18 school year electing early retirement may do so under the following conditions:

1) The factors, which shall be used to determine the level of early retirement benefits, are age at retirement, years of service in the district, salary on the schedule, but not including any extra duty. The district will maintain a schedule of payments for these factors.

2) Payment of the net amount of the benefit will be in one (1) lump sum on the first pay period in July following the date of retirement or as mutually determined by the employee and the district and will be made at the same time as the retiree's last paycheck (June or August). Payment will be made to the SD Retirement System Special Pay Plan.

- 3) The written application, which is obtainable from the district, shall be submitted to the Superintendent no earlier than September 1 and shall be accepted no later February 1<sup>st</sup>. The board will act upon the applications at the regularly scheduled February board meeting. The applicant shall be notified within ten (10) days of the board action. Early retirement must coincide with the end of the school term. The chronologically older applicants will take precedence if there are more than two qualified applicants. Revised 6/17/08.
- 4) Retirement age for the purpose of this policy shall be determined as of September 1 following termination of employment.
- 5) Years of required service shall include service with the Elk Point-Jefferson School District 61-7, Elk Point District, or predecessor district.
- 6) Early retirement payment(s) shall be reduced by all required deductions under federal and state status.
- 7) Once employees choose early retirement and enter this program, they cannot return to full-time employment in the Elk Point-Jefferson School District 61-7.
- 8) A formal agreement must be signed by the retiree and the board of education.
- 9) A limit of two (2) eligible employees only, could retire in a given year. If there is not two (2) early retirements in a current year, the unused benefit will carry over into the next fiscal year. For budgeting purposes, this early retirement benefit is limited to a total of four (4) in any given year. The business manager will be responsible for managing the carry-over year(s). The oldest employee would retire first.

Application for Early Retirement is on the following page.

**APPLICATION FOR EARLY RETIREMENT  
ELK POINT-JEFFERSON SCHOOL DISTRICT 61-7  
Due by February 1, 20\_\_**

Name \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Age as of September 1, 20\_\_ Age: \_\_\_\_\_

I wish to apply for Early Retirement benefits provided by the Elk Point-Jefferson School District 61-7.

I have selected the following option for receiving payment of Early Retirement benefits.

\_\_\_\_\_ Payment to be made \_\_\_\_\_.

\_\_\_\_\_ Other arrangements (Describe number of payments and dates)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

**FOR OFFICE USE ONLY**

Years of service in the Elk Point-Jefferson School District 61-7 \_\_\_\_\_

\_\_\_\_\_ X \_\_\_\_\_ 50% \_\_\_\_\_ =

\$

\*Current Contract Salary

Early Retirement Factor (%)

Benefit Amount

\*(Excluding extra duty pay)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Chairperson of the Board

\_\_\_\_\_  
Superintendent

**ARTICLE XIX-a (Certified only)**  
**PROFESSIONAL STAFF EVALUATION POLICY**  
**Elk Point-Jefferson School District 61-7**

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.

**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.

**Summative Evaluation:** The Charlotte Danielson Model for Effective Teaching including the observable 8 will be used to evaluate staff. All teachers in their first year (track 1 non-tenured) of employment in the Elk Point-Jefferson School District will be evaluated a minimum of two times during the school year. All teachers in their second and third year (track 1 non-tenured) of employment in the Elk Point-Jefferson School district will be evaluated a minimum of once during the school year. All continuing contract teachers that are in year 4 or more (track 2) will be evaluated every other year. (Revised May 2019)

Walkthroughs (informal observations) will be conducted throughout the year and will be used to complete the Elk Point-Jefferson School District Classroom Teacher Summative Evaluation Report for a teacher in their non-evaluation year. (Added May 2020)

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 copy will become a part of the teacher's file. Observation of the teacher is the responsibility of the direct supervisor.

**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.



# 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.

## I. Observations:

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

## II. 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					
<b>1.c. Selecting Instructional Outcomes</b>					
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					
<b>2.c. Managing Classroom Procedures</b>					
2.d. Managing Student Behavior					
2.e. Organizing Physical Space					
Overall Rating					

Comments & Recommendations:

	Unsatisfactory	Basic	Proficient	Distinguished	N/O
3.a. Communicating with Students					
<b>3.b. Using Questioning and Discussion Techniques</b>					
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
<b>4.a. Reflect on Teaching</b>					
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:

III. Student Growth Rating

IV. Professional Practice Rating

V. Summative Effectiveness Rating Categories:

                      
Below expectations

                      
Meets expectations

                      
Exceeds Expectations

VI. Additional Comments & Recommendations:

VII. Results of this Evaluation Process:

                                      
Administrator

                                      
Teacher

                      
Date

                      
Date

## Walkthrough Observation

- Unannounced - five to ten minutes in length
- Focused on the "Observable Eight"
- Feedback is initially informal in nature
- Results included on the formal evaluation

## Formal Observation/Evaluation

- Announced - one class period in length
- Lesson plan in advance
- Focused on the four components (1a, 2d, 3c, 4c), but inclusive of all others

## Summative Observation/Evaluation

- Considers all activities inclusive of informal and formal observations, conferences with the teacher, professional interactions, and assorted job duties both in and out of the classroom.
- Conducted in concurrence with the second semester formal evaluation.

## Student Learning Outcome/Summative Scoring Matrix

ABOUT

PRACTICE

GROWTH





SUMMATIVE

PILOTS

REQUIREMENTS

SUMMATIVE MATRIX


SUMMATIVE SCORING MATRIX

		PROFESSIONAL PRACTICE RATING			
		UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
STUDENT GROWTH RATING	HIGH				
	EXPECTED				
	LOW				

SUMMATIVE TEACHER EFFECTIVENESS RATING CATEGORIES

BELOW EXPECTATIONS	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS
--------------------	--------------------	----------------------

JUDGMENT


RATING SUBJECT TO REVIEW

## The Student Growth Rating

One of three ratings determined by the percentage of goal attainment.

LOW	Less than 65% attained
EXPECTED	65% to 85% attained
HIGH	86% to 100% attained

### The Student Growth Rating

One of three ratings determined by the percentage of goal attainment.

LOW	Less than 65% attained
EXPECTED	65% to 85% attained
HIGH	86% to 100% attained

### The Student Growth Rating

One of three ratings determined by the percentage of goal attainment.

LOW	Less than 65% attained
EXPECTED	65% to 85% attained
HIGH	86% to 100% attained

## 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, manipulative, 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.

**Standard(s):** 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, “O.K. 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 which they are expected to comprehend the information presented, 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**

How will your lesson conclude? Will you restate the most relevant points of the discussion? Are students to do any further investigation on their own such as reading from the textbook or other source of information? At minimum your closure should bring students back to the objective for the lesson for them to directly question themselves on their new ability or content understanding. (Again, repeat your objective at the end of the lesson.)

**Section VII: Student Reinforcement/Formative Assessment:**

Provide the assignment for reinforcement of material. Will instructions for assignment completion be clarified? Will a sample of problems from the assignment be expounded upon for clarity in assignment completion? Will the exercises assigned be of a basic, proficient, or advanced level?

**Section VIII: Summative Assessment/Culminating Projects**

Briefly describe how the content/material presented will be measured through a type of summative assessment, i.e. chapter test, culminating project, etc.

## Lesson Plan Template

**Chapter/Unit Title:** \_\_\_\_\_ **Lesson/Content Topic:** \_\_\_\_\_

**Period/Course:** \_\_\_\_\_ **Instructor:** \_\_\_\_\_

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

### **Section I: Previous Student Knowledge**

Narrative:

Materials:

### **Section II: Classroom Management**

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

Objective(s):

Standard(s):

### **Section IV: Introduction**

Introductory Technique/Topic:

Assessment of Introduction:

### **Section V: Body**

Body:

Research Based Strategies:

Formative Assessment of Body:

### **Section VI: Closure**

### **Section VII: Student Reinforcement/Formative Assessment:**

## Section VIII: Summative Assessment/Culminating Projects

### Webb Leveling: Expectations for Student Performance

ACQUIRE		USE		EXTEND	
LEVEL 1: Recall	LEVEL 2: Skill/Concept	LEVEL 3: Strategic Thinking	LEVEL 4: Extended Thinking		
Recall of a fact, information or procedure	Use information or conceptual knowledge, two or more steps, etc.	Requires reasoning, developing a plan or sequence of steps, some complexity, more than one possible answer	Requires an investigation, time to think and process multiple conditions of the problem		
<input type="checkbox"/> Memorize <input type="checkbox"/> Recall <input type="checkbox"/> Perform Procedures <input type="checkbox"/> Conduct Investigations <input type="checkbox"/> Demonstrate/Explain	<input type="checkbox"/> Perform Procedures <input type="checkbox"/> Conduct Investigations <input type="checkbox"/> Demonstrate/Explain <input type="checkbox"/> Demonstrate Understanding <input type="checkbox"/> Communicate Understanding <input type="checkbox"/> Analyze/Investigate	<input type="checkbox"/> Demonstrate Understanding <input type="checkbox"/> Communicate Understanding <input type="checkbox"/> Analyze/Investigate <input type="checkbox"/> Conjecture <input type="checkbox"/> Generalize <input type="checkbox"/> Prove <input type="checkbox"/> Analyze Information <input type="checkbox"/> Evaluate	<input type="checkbox"/> Conjecture <input type="checkbox"/> Generalize <input type="checkbox"/> Prove <input type="checkbox"/> Analyze Information <input type="checkbox"/> Evaluate <input type="checkbox"/> Solve <input type="checkbox"/> Non-routine/make connections <input type="checkbox"/> Apply concepts/make connections, <input type="checkbox"/> Generate/create		

NOTE: Although verbiage may indicate a lesson is written at a higher cognitive level, one must also consider the rigor (cognitive demand) and engagement expected of students. Examples:

Example 1: Students asked to create a list during a lesson would be demonstrating understanding at a Level 1, not a Level 4 as the verb *create* would indicate. A lesson written at a Level 4 would ask the students to create an original artifact that demonstrates higher order thinking skills.

Example 2: Asking students to solve a problem would be a Level 2 sample of communicating understanding. Having students solve a problem, explain the sequence of steps and prove their solution would be a Level 3 sample of communicating understanding.

Refer to the Descriptors and Questions for Webb Leveling guide for further details.



ARTICLE XIX-b (ESP)

Elk Point-Jefferson  
Educational Support  
Professionals  
Summative Evaluation Report  
And  
Rubric

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?

Employee	Position
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
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98	98
99	99
100	100

KEY	U - Unsatisfactory	B - Basic	P - Proficient	D - Distinguished	ND - Needs Development	NA - Not Acceptable
<b>A. WORK HABITS</b>						
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 assignments on time						
6. Handles interruptions or pressures and remains productive						
7. Demonstrates flexibility						
<b>B. RELATIONSHIP WITH OTHERS</b>						
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						
<b>C. DEPENDABILITY</b>						
1. Maintains a good attendance record						
2. Is on time and ready to work						
3. Meets deadlines placed on work assignments						
<b>D. ATTITUDE</b>						
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						
<b>E. PROFESSIONAL SKILLS</b>						
1. Demonstrates dedication and loyalty to students and staff						
2. Maintains confidences						
3. Demonstrates professional growth by asking questions						
4. Demonstrates a good role model for children and others						
5. Wears appropriate apparel for the position						
<b>F. STUDENT MANAGEMENT SKILLS</b>						
1. Reinforces student behavioral expectations consistently						
2. Maintains dignity of the student at all times						
3. Offers encouragement when appropriate						
<b>G. OTHER</b>						
1. Demonstrates adequate training for position						
2. Follows appropriate safety standards						
<b>NOTE:</b> (ND and NA marks must be explained and attached to this evaluation.) (Must follow up with three-month evaluation)						
<b>SUGGESTIONS FOR GROWTH:</b>						
<b>COMMENTS:</b>						
<b>PROG ADMIN COMMENTS:</b>						
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 demoral statement to this evaluation						
Date	Signature of Employee					
Date	Signature of Principal				Title	
Date	Signature of Program Administrator					



Domain 1 - Planning and Preparation				
Knowledge of Content	Basic: 2			Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4	
	Conveys knowledge of content that is inaccurate and out of date; does not correct errors made by students. Does not access resources available to increase knowledge of content.	Conveys knowledge that is accurate and current; corrects errors made by students. Does have a broad base of knowledge to answer questions. Makes real-life connections with curriculum, as well as interdisciplinary connections.	Conveys knowledge that is accurate and current; corrects errors made by students. Does have a broad base of knowledge to answer questions. Makes real-life connections with curriculum as well as interdisciplinary connections.	
Instructional Technology	Basic: 2			Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4	
	Has limited awareness of the definition of instructional and assistive technology, where appropriate.	Brings observations and concerns to the educational team where technology, instructional and assistive, where appropriate, may be beneficial.	Stays current on best practices for instructional and assistive technology, where appropriate and shares knowledge with educational team.	
Inclusion and Best Practices	Basic: 2			Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4	
	Has no understanding of inclusion as it relates to the students in various educational settings.	Can implement best practices and strategies to facilitate inclusion of students with disabilities.	Can serve as a resource and model what encourages collaboration when including students in general education classrooms.	
Promoting Student Independence	Basic: 2			Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4	
	Is unable to use best practices and/or inclusive strategies that promote student independence.	Knows and implements best practices and/or inclusive strategies which can promote student independence.	Can implement and encourage collaboration of educational team on promoting student independence.	
The Instructional Plan	Basic: 2			Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4	
	Has limited knowledge and understanding of the roles and responsibilities of preparing, implementing, and evaluating the instructional plan.	Has knowledge and understanding of the roles and responsibilities of preparing, implementing, and evaluating the instructional plan, and can monitor and adjust the instructional plan based on student needs.	Seeks out additional information and resources to provide training and support to others as it relates to the instructional process.	

# Domain 2 - Supports Classroom Environment

Domain 2 - Supports Classroom Environment			
Environment Respect and Rapport	Basic 2		Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4
A Culture of Learning	Interactions, both between the Para and the students, and among students, are negative, inappropriate, or insensitive to the students' cultural backgrounds, and/or characterized by sarcasm, putdowns, or conflict.	Interactions, both between the Para and the students, and among students, reflect general warmth and caring, and are polite and respectful of the cultural and developmental differences among groups of students.	Interactions, both between the Para and the students, and among students, are highly respectful, and reflect genuine warmth/caring toward individual. As a result of the direct support from the Para, students maintain high levels of civility among themselves.
	Para contributes to a negative culture for learning, characterized by a low commitment to content, low expectations for student achievement, and little or no student pride in work. Para does not engage the students in work.	Para has an understanding and is able to assist in the implementation of a variety of strategies that reinforces a culture of high expectations and genuine commitment to content, with students demonstrating pride in their work.	Para supports high levels of student engagement by demonstrating passion for content & reinforcing a culture of learning in which all share a belief of the importance of learning.
Classroom Procedures	Basic 2		Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4
	Para fails to sort the teacher and students in the implementation of the classroom routines and procedures.	Para assists the teacher and student with implementing classroom routines and procedures that allow for little instructional time to be lost.	Para assesses the teacher and student with the seamless operation of classroom routines and procedures.
Managing Student Behavior	Basic 2		Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4
	Para has limited knowledge and is unable to demonstrate a variety of strategies that reinforce positive student behavior. Para does not assist to resolve any behavioral issues which may arise.	Para demonstrates knowledge of strategies that reinforce positive student behavior, using a student's or a class's behavior support plan. Implements behavior plans appropriately and consistently. The Para's response to student misbehavior is appropriate and respectful to students.	Para is constantly monitoring student behavior and intervenes in a positive manner before behaviors escalate. Para's response to a student's misbehavior is sensitive to individual student needs. Para demonstrates a variety of strategies which reinforce positive student behavior. Standards of conduct are clear.

# Domain 3 - Instruction

	Basic: 2			Distinguished - 4	
	Un satisfactory - 1	Proficient - 3	Score	Un satisfactory - 1	Proficient - 3
Use of Assessment	Para does not utilize assessment in assisting instruction. Does not monitor student progress. Does not ensure that students are aware of assessment criteria. Does not use assessment data to adjust instruction. Does not check for understanding when working with students.	Para assesses the teacher occasionally in monitoring students' progress and providing students with feedback. Occasionally, checks for student understanding when they work with students using basic "yes/no" questions.	Score	Para facilitates students self monitoring and self assessment of their own learning. Para provides students and teachers with high quality feedback from a variety of sources.	Score
Instructional Delivery	Un satisfactory - 1 Para has limited knowledge and understanding of roles and responsibility of implementing the instructional plan.	Basic: 2 Para has basic knowledge and understanding of roles and responsibility of implementing the instructional plan.	Proficient - 3 Para is clear about the purpose of the lesson or unit, implements it effectively and collaborates with the teacher to implement the instructional plan. Students demonstrate understanding of the instructional purpose of the lesson.	Distinguished - 4 Para makes the purpose of the lesson or unit clear, implements it effectively, and collaborates with the teacher to implement and enhance the instructional plan. Students are able to identify and articulate the instructional purpose and how it is applicable to the real world.	Score
Instructional Techniques	Un satisfactory - 1 Para does not vary instructional techniques to accommodate the variety of student learning styles.	Basic: 2 Para offers minimal variation in instructional techniques to accommodate the variety of student learning styles.	Proficient - 3 Para consistently varies instructional techniques to accommodate the variety of student learning styles. Instructional delivery is differentiated for students.	Distinguished - 4 Para varies instructional techniques, materials, and/or resources to best meet all student learning styles. Instructional delivery is differentiated for students. Para uses an extensive repertoire of strategies and seeks additional resources from the school.	Score
Oral & Written Language	Un satisfactory - 1 Para's spoken and written language is not clear and concise. Spoken or written language may contain grammatical errors. Vocabulary is not appropriate to student's ages.	Basic: 2 Para's spoken and written language is not always clear and concise. Vocabulary is not always appropriate to students' ages.	Proficient - 3 Para's spoken and written language is clear and concise. Vocabulary is appropriate to student's ages and interests.	Distinguished - 4 Para's spoken and written language is concise and expressive, with well-chosen vocabulary that enriches the lesson.	Score





Domain 4 - Professionalism and Self Reflection				
Professional Relationships	Basic-2			Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4	
	Para maintains basic relationships with colleagues and administrators in order to fulfill required duties.	Para's professional relationships with colleagues and administrators are characterized by mutual respect and cooperation to meet the needs of the students.	Para's professional relationships with colleagues and administrators are characterized by mutual respect and cooperation. Para takes initiative in assuming a supportive and leadership role among faculty.	
Participation in School Activities	Basic-2			Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4	
	Para lacks participation in school based activities when specifically asked. Para is unable to perform the duties and responsibility for which he/she was originally hired based on program needs.	Para demonstrates a desire to participate in school projects and activities, including school based professional development opportunities. Para willingly performs the duties and responsibility for which he/she was originally hired based on program needs.	Para takes a leadership role in school projects and activities and school based professional development and makes a substantial contribution in the development and delivery of these activities. Para actively and successfully performs the duties and responsibility for which he/she was originally hired based on program needs.	
Integrity and Ethical Conduct	Basic-2			Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4	
	Para does not display appropriate standards of ethical behavior in interactions with colleagues, students, administrators, and community. Derogatory confidentiality requirements.	Para displays high standards of ethical behavior in interactions with colleagues, students, administrators, and community and generates confidence at all times.	Para takes a leadership role in the maintenance of the highest standards of ethical behavior in interactions with colleagues, students, administrators and community.	
Knowledge of District Requirements	Basic-2			Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4	
	Para is unable to explain various laws and relevant district policies and relate it to the everyday aspects of the position.	Para knows, understands, and can explain the guidelines of the law and the responsibilities of each of them relate to their everyday experiences as a paraprofessional. Para is a model for other team members.	Para is very knowledgeable about the laws and relevant district policies and the responsibilities as a paraprofessional.	
Reflection & Professional Development	Basic-2			Score
	Unsatisfactory - 1	Proficient - 3	Distinguished - 4	
	Para does not reflect on their own professional practice and needs feedback regarding performance. Does not participate in District Professional Development opportunities.	Para reflects on their own professional practice and does participate in District Professional Development opportunities. Regularly accepts feedback regarding performance to modify instruction.	Para documents reflection on their own professional practice and maintains all mandated District Documentation. Seeks professional development opportunities independently to enhance their own learning and to stay ahead of trends in education. Seeks out feedback from a variety of sources, uses the information to improve instruction, and provides information on the effectiveness of the changes.	

## APPENDIX A - 2

### 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: \_\_\_\_\_

- 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)

#### I. Evaluation of Current Level of Paraprofessional Effectiveness

<b>Domain 1: Assisting with Planning and Preparation</b>	Unsatisfactory	Basic	Proficient	Distinguished	N/O
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 Resource and Materials					
1.e. Providing Assistance with Coherency of Lessons					
1.f. Providing Assistance with Assessment					
<b>Overall Rating</b>					

<b>Domain 2: Classroom Environment</b>	Unsatisfactory	Basic	Proficient	Distinguished	N/O
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					
<b>Overall Rating</b>					



<b>Domain 3: Instructional Support</b>	Unsatisfactory	Basic	Proficient	Distinguished	N/O
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					

<b>Domain 4: Professional Responsibilities</b>	Unsatisfactory	Basic	Proficient	Distinguished	N/O
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					

II. Recommended Areas for Future Growth:

III. Administrator's Comments:

IV. 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 performance 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