

NEGOTIATED AGREEMENT

Parkston School District #33-3

Board of Education

and

Parkston Education Association

2022-23

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Negotiated Agreement

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

Personnel Records

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

Assignment, Reassignment and Transfer

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

Reassignment and Transfer

Any vacancy which occurs in the school district shall be posted by e-mail throughout the school district's system. "Current staff may apply before opening this position outside the school."

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

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

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

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

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

Involuntary Transfers

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

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

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

Duties of Teachers

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

1. All teachers will be on duty by 8:05 A.M. and in their assigned room. (with the exception of Item #5)
2. All teachers will supervise hallways during the passing of classes
3. Other supervisory duties will be assigned by the building principals i.e. study halls, supervision at assemblies, bus duty, etc.
4. All teachers will be expected to supervise students leaving the buildings and will be in their assigned rooms until 3:35 P.M. to confer with students. (Teachers with co-curricular duties at certain times of the school term will be exempt from this regulation so that they might supervise their assigned activity)
5. So that all staff may attend building staff -meetings, these meetings will be called by the principal at 7:50 A.M. or as needed.
6. Regarding attendance-high school teachers will not allow students into their class (after an absence) unless the student has an admit slip from the principal.
7. All teachers in the system are responsible for discipline and maintenance of order. This is not limited just to students in your particular class, room, or grade level.
8. All instructors will normally have a preparation period during the day. This period should be used for preparation.
9. Lounges are provided for coffee, lunch, or pop breaks. Classrooms are not appropriate for this purpose.
10. Personal business will be taken care of during off duty hours.

Probation and Evaluation

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

Appraisal of teaching services should serve three purposes:

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

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

Objectives

The evaluation program strives to accomplish the following objectives:

1. Establish cooperative work and communicative relationships between evaluated teachers and evaluator.
2. Specify the performance expectations of the evaluated teacher.
3. Establish both short and long term work goals.
4. Establish priority for the mutually agreed upon goals of performance.
5. Assess results of job performance by means of self-appraisal by the evaluated teacher and evaluation by the evaluator.
6. Establish appropriate follow-up actions needed for further improvement.
7. Establish and maintain records of monitoring and evaluation visitations, follow-up conferences and other evaluated teacher-evaluator contracts.

Evaluation of Professional Staff

Pursuant to SDCL 13-42-34 (*see page 30 of South Dakota Teacher Effectiveness Handbook 2013-2014.*) Teacher evaluations. Any public school district seeking state accreditation shall evaluate the performance of each certified teacher in years one through three not less than annually, and each certified teacher in the fourth contract year or beyond, not less than every other year by administrators certified in Teachscape.

Each school district shall adopt procedures for evaluating the performance of certified teachers employed by the school district that:

1. Are based on the minimum professional performance standards established by the Board of Education pursuant to § 13-42-33; (*see pg. 30 of SD Teacher Effectiveness Handbook.*)
2. Require multiple measures: Student Learning Objectives will be developed, approved by principals. B. Domains 1-4 from the SD Framework, specific components will be chosen yearly.
3. Serve as the basis for programs to increase professional growth and development of certified teachers; and
4. Include a plan of assistance for any certified teacher, who is in the fourth or subsequent year of teaching, and whose performance does not meet the school district's performance standards. (No high stakes employment decision are to be made until 2016-2017. See timeline on DOE website.)

The Parkston School District will utilize the model system for teacher evaluation that was created by the South Dakota's Commission on Teaching and Learning (*see SD Teacher Effectiveness Handbook 2013-2104 Pilot Project.*) This teacher evaluation model includes a focus on professional practices and a focus on student growth. See pg. 11-12 of SD Teacher Effectiveness Handbook 2013-2014 for details concerning evaluating practices to be followed.

Observation Schedule below: *Note dates were changed to semesters.*

Probationary Teachers: For teachers in years one through three of continuous employment:

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

Non-Probationary Teachers. Teacher in his or her fourth contract and beyond;

One (1) formal observation of professional practice per year. alternating with the Professional Growth Plan. The Professional Growth Plan shall be defined as goals designed to enhance the classroom environment.

Professional Growth Plan

- The principal and staff member shall mutually agree upon Professional Growth Plan by October 30th of the year the staff member is under this plan. The goal will be written, with descriptions of the goal, how it will be administered, progress monitoring including a time frame, and an explanation of how this goal will improve the students' learning. The goal should be reasonable, attainable, and measurable.
- On or before January 15, a midterm conference will be held to discuss progress toward the Professional Growth Plan.
- All Professional Growth Plans shall be completed and final conference/evaluation by the principal and staff member shall be held on or before April 10th.

(To implement this for the first year, we will draw half of the qualified staff to start the Professional Growth Plan. The following year, the other half of the qualified staff will be using the Professional Growth Plan. After the first year, the staff will be evaluated using the Professional Growth Plan after their first three full years of employment and then every other year after that. This paragraph can then be deleted.)

- Four (4) informal observations per year.
 1. Upon request, teachers will be allowed to retain their written evaluation for 5 school days before signing and returning to the administrator.
 2. Notwithstanding provisions contained in this policy, alternative types of evaluation (e.g., self-evaluation,) with teacher-administrator consent may be utilized. The final evaluation will be a compilation of the informal and formal evaluations.

Each teacher shall have the right to review his/her own personal file. If exception is taken by the teacher to any statement in his/her personnel file, he/she shall have the opportunity to prepare a demurral statement. This demurral statement shall be signed by the teacher. The administrator shall review and attach the demurral statement to the appropriate file copy and inform the evaluator or other responsible person of such action.

Non-Reemployment: Certified Personnel

Temporary Disengagement

In the event of a "Crisis" situation, the employee will be temporarily disengaged with pay from his/her responsibilities and requested to await further notices from the administration office. This action only simplifies the situation so as to maintain a proper environment for learning and in no way imputes contributory involvement to the employee. He/she may be reinstated to his/her responsibilities when advisable, or be notified of suspension when investigation so indicates.

Suspension

Where contributory involvement is ascertainable, by the Superintendent, the employee should be suspended without pay, pending an executive session hearing before the Board and a decision regarding further employment. The employee shall have full opportunity for defense against charges and to face any person who has made allegations.

If the final decision is not against the employee, he/she shall suffer no loss of pay for the period of suspension. In the event of civil or criminal litigation the welfare of the boys and girls shall be the only criterion on which continued employment is based.

Professional Growth

The School Board encourages faculty members to participate in their professional organizations, to attend professional meeting, summer schools, and make educational trips as finance will allow.

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

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

Separation

Teachers who for any reason intend to resign or who intend to retire are encouraged to indicate their plans to the superintendent of schools as early a date in the school year as possible. Resignations become effective at the end of the school year in which they are submitted. Resignations to become effective earlier than at the end of the school year require a release by the Board and must be considered on an individual basis. Resignations are to be submitted to the superintendent.

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

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

Staff Reduction

Whenever the judgment of the board determines it is advisable to reduce the number of teachers in the district, the following procedure will be utilized:

1. The board will communicate the situation confronting the district so as to allow the staff a reasonable opportunity, not to exceed 8 days from the date of communication, to present possible alternatives such as early retirement, normal attrition, part time contract, substitute

teaching, and/or other alternatives which could accomplish the same goals. It shall be understood that the board shall not be bound by the staff recommendations.

2. Positions held by persons not fully certified for their current teaching assignment will be open if the position is needed and will be available for a continuing contract teacher who is fully certified for the position and has been notified that their position has been eliminated.
3. If a position of a teacher is terminated due to staff reduction, the Board will determine which teacher or teachers are to be released using the following criteria, as applicable. This criterion is not necessarily in order of importance.
 - a. Student Needs
 - b. Financial Condition of the district
 - c. Certification
 - d. Qualifications
 - e. Longevity
 - f. Federal mandates
 - g. Recommendations of the administration
 - h. Evaluation
 - i. Educational Background
4. In making staff reductions involving professional staff members on continuing contract status, the Board will follow the provisions of state law.

Recall

For the purpose of this policy, notification of layoff by reduction in force will be pursuant to state law. The effective date of the layoff by reduction in force shall be June 30.

If a vacancy, in the position for which the laid off teacher(s) qualifies, occurs during the first or second fiscal year subsequent to the layoff, re-employment shall be extended to the teacher(s) in reverse order of lay off. If more than one staff member has the same recall date and is qualified for the open position, the board, in the selection process, may consider among other things recommendation of administrative staff, qualifications, years of service, and educational background.

A recalled teacher shall retain:

- 1) his/her position on the salary schedule not to include the time spent on lay off
- 2) previously accumulated sick leave benefits.

Notice of recall shall be sent by certified mail to the address furnished by the staff member to the Superintendent. Time period of notice of recall sent shall commence on the day the noticed is mailed.

Recall privileges cease when a staff member resigns.

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

Recall privileges will not apply to teachers under contract with another school district unless the recall is for a position for the school year immediately following the layoff year.

Substitute Teachers

Instructors in the school system will be paid at the rate of \$10.00 per 45-minute block when substituting during their preparation period. Instructors have the right to refuse an assignment to substitute during their preparation period.

Non-Contracted Hours

Non-Contracted Hours Teachers will receive \$30.00 per hour for summer school and summer committee work when the administration requires the teacher's attendance and \$20 per hour for after school study hall when the administration requires the teacher's attendance. Pending the funding source, the board holds the right to pay a higher rate than indicated here.

Lunchroom Duty

Lunchroom Duty \$7.50 per 30 minute period.

Board & Organization Rights

Whenever notice is required to be given by either of the parties to any Board-employee agreement, pursuant to any provision(s) of the agreement, either party may do so by telegram or registered letter at the following places:

- 1) If by an employee organization, to the President of the Board at the District Main Office.
- 2) If by the Board, to the President of the respective organization at his/her appropriate address as filed with the Board

Organization Rights

Any employee organization recognized by the Board may have the right to:

1. Use school buildings at all reasonable hours for meetings. Permission of the Principal or his/her designee shall be required.
2. Use school equipment, including typewriters, duplicating equipment, calculating machines and audio-visual equipment at reasonable times when such equipment is not in use. No equipment shall be removed from school property without approval by the Principal. An organization will pay for material used and any damage, loss, or theft of borrowed property.
3. Use inter-school mail facilities. Permission of the Principal or his/her designee shall be required.
4. Use space on an appropriate bulletin board in each school building. The location of such bulletin boards shall be agreed upon mutually by each organization and the Principal. Materials to be posted shall be in good taste.

Negotiations

The Board hereby recognizes the Parkston Education Association as the exclusive bargaining agent for all certified teachers, counselors, and librarians employed by the Parkston School District. During the negotiations with any employee organization, the Board and the employee organization shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the organization for inspection at reasonable times, information that is available to the public and the organization shall do likewise. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

Grievance Procedure Policy

Definitions

- A. The term "grievance" means a complaint by a teacher or a group of teachers based on an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies or rules of the state of South Dakota or the board, as they apply to the conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, ordinance, policy or rule is not a "grievance" and is not subject to this policy.
- B. The term "teacher" except, where otherwise indicated, is considered to apply to any certificated professional employee not classified as administrative personnel. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
- C. An "Aggrieved person" is the person or persons making the claim.
- D. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" when in this policy shall, except where otherwise indicated, means working school days.
- F. "Association" shall mean the Parkston Education Association
- G. "The Board" shall mean the Board of Education of the School District.

Principles

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

Time Limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement in writing.
- B. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable.
- C. The grievant(s) shall begin informal grievance procedures within 20 days after the grievant knew, or should have known, of the alleged action giving rise to the grievance.

Informal Procedures

If a teacher has a grievance, he/she should first discuss the matter with his/her principal, administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally. The teacher may pursue the matter with other administrators or supervisors if dissatisfied with the immediate supervisor's disposition. Association representatives may assist in his/her efforts to resolve the problem at all levels of the grievance procedure.

Formal Procedures

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

Rights of Participation

When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

Class Grievance

If a grievance affects a group of teachers, the grievant(s) and/or the association may begin the grievance process at level 1 2.

Waiver of Steps

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

Grievance Withdrawal

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

REPLY TO LEVEL ONE GRIEVANCE

Date of reply sent to aggrieved person: _____

NAME OF AGGRIEVED PERSON: _____

HOME ADDRESS: _____

SCHOOL: _____

DATE OF PRESENTATION OF GRIEVANCE TO PRINCIPAL:

DECISION OF PRINCIPAL:

SIGNED: _____

(Aggrieved Person)

REPLY TO LEVEL TWO GRIEVANCE

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

DATE OF REPLY SENT TO AGGRIEVED PERSON: _____

NAME OF AGGRIEVED PERSON: _____

HOME ADDRESS: _____

SCHOOL: _____

DATE OF SUBMISSION OF GRIEVANCE TO SUPERINTENDENT: _____

DECISION OF SUPERINTENDENT:

SIGNED: _____
(Superintendent)

Salary Guides

The Board believes that all teachers, supervisors, and administrators are professional employees who should be adequately compensated. Every reasonable effort will be made to maintain the organization and the administrative and supervisory personnel necessary to implement this policy.

It is the Board's intent to provide:

1. Sufficiently broad salary ranges for all administrative and supervisory positions to permit adequate compensation on the basis of both the responsibility involved and the performance of the individual.
2. Maximum salaries for administrators and supervisors, which can be earned only by way of continuing outstanding performance.

The Board reserves the right to deviate from the hiring schedule as it deems necessary to secure staff. The PEA will be notified if this occurs.

Salary

\$2,650.00 across the board with \$2,450.00 to the base salary

Base Salary – \$43,000.00

Initial Salary Determination

The initial salary determination of a teacher shall be a matter between that teacher and the District. When at all possible, the District will place teachers at the same salary as teachers employed by the district who have the same experience and education. The maximum years of experience allowed would be 10 years.

When it is not possible to place a teacher as stated above, due to the fact that there is not a teacher employed with that specific experience and education, the teacher will be placed with a salary that would be commensurate should there have been a teacher with that experience and education.

The District reserves the right to place the teacher at any experience level that is acceptable to the teacher.

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

Teachers may not be placed beyond their actual educational background. Educational background is in reference to the degrees and hours beyond such degrees of the respective teacher.

Salary Checks and Deductions

Employees may request that the school district business office withhold deductions from their checks for organizational dues, annuities, etc. All deductions requests must be in the business office before the

opening dates, which are either September 1 or January 1. (No new companies will be started in the district unless, a minimum of 10% of the district's employees join the new company.)

Payment of Salary

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

Pay date -Direct Deposit

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

Incentive Pay

After five (5) years of service to the district days of sick leave and/or personal leave beyond the accumulated sixty (60) will be bought back by the district on this basis:

- A. Bought back by the year
- B. Bought back at the rate of \$25.00 per day up to ten (ten) unused days

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

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

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

Inservice

Teachers will be paid \$125 per day for each pre-service days. This includes the organizational meeting with administration. There may be two days of pre-service.

Salary Checks and Provisions

The board will provide additional pay once a teacher attains one of the following education levels.

- B.A. + 15, - \$590 added to BA Salary
- M.A. - \$750 added to BA +15 salary
- M.A. + 15 - \$500 added to MA salary
- M.A. +30 semester hours - \$500 added to MA +15 salary.

1. The burden of proof as to degree and hours of credit shall lie with the instructor. All certificates and transcripts shall be on file in the elementary or high school office.
2. Any teacher who intends to complete additional hours after contract time must notify the Superintendent on or before June 1 of the previous school year. Upon completion of the hours and on or before the first payroll check, the teacher must provide proof of entitlement to advance.
3. In order to promote master level educators, all education master degree programs to include, but not limited to, counseling and guidance, special education, health and physical education, curriculum and instruction, educational administration, and the staff members field of study will be accepted. In order to receive approval on the salary schedule for the courses taken, an approved plan of study from the college of his/her choice will be submitted to the superintendent.
4. In order for an instructor to receive the payments under the B.A. + 15, M.A. + 15, and M.A. +30 semester hours, the additional fifteen (15) semester hours must consist of at least nine (9) semester hours in the individual's teaching field or a related field. Hours in a related field require prior written approval of the Superintendent. All hours carry graduate credit.
5. Master's Pay -An instructor will be paid on the master's degree in any area that they are certified to teach. i.e. If a teacher is certified to teach English, social studies and physical education and earns a masters degree in English, but, is assigned to teach physical education they would be paid at the master's level. *A teacher could be assigned to teach in any area in which they are certified.

Activity Personnel -Lane Movement

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

OASI and Teacher Retirement

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

INSTRUCTIONAL PERSONNEL

Single policyholders will be allowed the amounts (on chart below) per month per choice of their deductible. Married couples that are both employed by the district will have their entire family policy premiums paid up to twice the agreed upon amount.

The Board will discuss rate increases with the Association in July if there is an increase in the rates and a request is made.

Staff Insurance Premiums

Thru June 30, 2023

	2022-23	DISTRICT	EMPLOYEE	COBRA	RETIREE
	RATES	COST	COST	RATES	RATES
\$1,500.00 Deductible					
SINGLE	\$776.00	\$730.00	\$46.00	\$792.00	\$815.00
EMPLOYEE + 1	\$1,730.00	\$730.00	\$1,000.00	\$1,765.00	\$1,817.00
EMPLOYEE + CHILDREN	\$1,566.00	\$730.00	\$836.00	\$1,597.00	\$1,645.00
FAMILY	\$1,906.00	\$730.00	\$1,176.00	\$1,944.00	\$2,002.00
\$2,500.00 Deductible					
SINGLE	\$723.00	\$723.00	\$0.00	\$737.00	\$759.00
EMPLOYEE + 1	\$1,446.00	\$815.00	\$631.00	\$1,475.00	\$1,518.00
EMPLOYEE + CHILDREN	\$1,309.00	\$815.00	\$494.00	\$1,335.00	\$1,375.00
FAMILY	\$1,638.00	\$815.00	\$823.00	\$1,671.00	\$1,720.00
\$3,500.00 Deductible					
SINGLE	\$672.00	\$672.00	\$0.00	\$685.00	\$706.00
EMPLOYEE + 1	\$1,344.00	\$900.00	\$444.00	\$1,371.00	\$1,411.00
EMPLOYEE + CHILDREN	\$1,217.00	\$900.00	\$317.00	\$1,241.00	\$1,278.00
FAMILY	\$1,524.00	\$900.00	\$624.00	\$1,554.00	\$1,601.00

Insurance Options:

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

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

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

Dental Insurance

Single	\$31.58
Two-Party	\$62.10
Family	\$93.06

Vision Insurance

Single	\$9.34
Employee & Spouse	14.94
Employee & Children	\$15.25
Family	\$24.58

Retirement/Resignation

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

Teacher Protection

Threats

Any employee who is threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall be offered the fullest possible protection by the school district. He/she shall immediately notify his/her building principal or supervisor. The principal or supervisor shall then immediately notify the Superintendent's Office. Together they shall take immediate steps in cooperation with the employee to provide every reasonable precaution for his/her safety. Precautionary steps including any advisable legal action shall be reported to the Superintendent's office at the earliest possible time.

Leaves

SABBATICAL: One (1) year leave of absence for the continuing or furthering of educational experience at an accredited institution in his/her instructional area shall be granted by the administration and Board to a teacher who has been in the system a minimum of three (3) years upon request of that employee by May 1. No salary compensation shall be granted during the leave of absence period. Participation in school group health and disability insurance may be continued during the leave, but, the employee will be required to pay the full premium. In the second year after returning to District #33-3 the employee shall be reimbursed for the percentage of the District's insurance premium share in effect during the year of absence. Since the leave is used for the continuing or furthering of educational experience in his/her instructional area, the employee will receive credit for an experience step on the salary schedule during the year of absence. Accumulated days of sick leave will not be forfeited. It is recommended that no more than two (2) teachers be on leave at the same time.

If an instructor is granted a sabbatical, but cancels due to inability to attend, he/she must be able to produce adequate information to support his/her reasoning. In the event the position he/she vacated is still open, he/she may be reinstated at the discretion of the Board.

BEREAVEMENT: Employees of District #33-3 may obtain ---bereavement leave upon the death of an immediate member of the family. This leave is to consist of one (1) to four (4) teaching days per incident and to be administered by the principal and superintendent. This leave is not subject to sick leave. Attendance at funerals other than immediate family would come under the realm of personal leave. Additional days are to be deducted according to the length of contract. Those on extended contract will be reduced accordingly. Immediate family includes: spouse, children, (including miscarriages), parents of both, brothers and sisters of both, step-children, grandchildren,-grandparents of both, and spouses of children and spouses of brothers and sisters.

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

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

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

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

JURY: Any teacher called for jury duty during the school hours or is subpoenaed to testify in a hearing during school hours in a matter in which he/she is not a name party, shall be granted leave with pay for the days or parts of days such absence is required. One half of any per diem (not including mileage and food) received for jury duty or the designated subpoena absence shall be paid to the school (through the business manager) by the teacher. Such teacher shall notify the superintendent of schools of his/her designee of leave forty-eight (48) hours in advance of the necessity for taking jury leave.

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

FAMILY SICK: Sick leave days may be used in the event of illness in the employee’s immediate family. Immediate family shall include: spouse, children, parents, brothers, sisters or members of the teacher’s household. Sick leave will be allowed under the following conditions:

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

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

PERSONAL: The employee has three (3) days per year of personal leave that may be used. These days will be deducted from the employee’s sick leave. Personal leave is not accumulative. If the personal leave policy is abused, the Board may formulate a more definite policy. Excessive use of sick leave or personal leave will result in the deduction according to length of contract.

MILITARY LEAVE: The district employee may use up to three (3) days per year of their ten day allocation per the current school year to attend required/mandatory military service ie. drill or training exercises that are supported by military orders to attend. This leave does not apply to employees who voluntarily

choose to attend military training events, schools, or leadership opportunities for the purpose of their own military advancement.

INCENTIVE: After five (5) years of service to the district, days of sick leave and/or personal leave beyond the accumulated sixty (60) days will be bought back by the district on this basis:

- A. bought back by the year
- B. bought back at the rate of \$25 per day for days unused up to ten (10) days

LEAVE OF ABSENCE: A tenured teacher may request a leave of absence without pay for a period of up to one (1) school term. The request and reasons for needing the leave shall be presented to the Superintendent for presentation to the Board prior to February 1 of the year preceding the school, term affected by the leave unless an emergency would arise which the Board might consider at some other date. If a suitable replacement cannot be found or the Board in its sole discretion feels the teacher has not presented sufficient reasons to grant the leave, the decision will not be subject to the grievance procedure.

If the leave is approved, the teacher may continue to be a member of the school district health insurance plan by paying the full cost of the insurance each month in advance. A teacher who is returned to active employment from a leave of absence shall retain accumulated benefits and be placed on the same step and lane of the salary schedule to which he/she was entitled at the time the leave commenced. Unless specifically stated at the time the leave is granted or mutually agreed upon later, the teacher will be expected to return to work at the beginning of the next school term. It will be the teacher's responsibility to notify the Superintendent in writing on or before February 1 of his/her intention to return to the District or of terminating his/her employment status with the District. Upon completion of the leave, the Board will make a reasonable effort to return the teacher to the position held prior to the leave.

SHORT TERM LEAVE OF ABSENCE: If a short-term leave of absence is requested and approved by the Board of Education (more than one (1) week, but less than one (1) school term) in order for the teacher to continue to be a member of school district insurance plan, the teacher (after seven (7) days of a leave of absence without pay; commencing with the eighth day of leave without pay and continuing each day thereafter until the day of returning to his/her position) will be required to pay the school district the daily rate of the full cost of the health insurance plan / or 403B plan paid by the Parkston School District.

MATERNITY/ADOPTION: In case of a leave of absence due to an adoption or maternity, up to thirty (30) days of accumulated sick leave may be paid commencing on the date that the child is received or delivered.

Sick Leave Assistance Plan

1. Each school district employee beyond their second successive full term of employment and eligible for sick leave benefits may elect to participate in the District sick leave assistance plan established by this policy. The purpose of the plan is to aide employees who have exhausted all of their accumulated sick leave through extended absence due to prolonged illness or catastrophic accident.

2. The election to participate must be indicated no later than September 1, on a written form provided by the business manager, and each such election is valid only if the electing employee contributes not less than one of the employee's unused sick leave entitlement to the sick leave assistance plan. Upon such election, the employee shall be eligible to participate in the sick leave assistance plan without further contribution except as required in Item 6 below. If an employee does not elect to participate within the time limits specified, the employee is ineligible until the beginning of the next school fiscal year. When contributions to the plan have accumulated to a total of one hundred eighty (180) or more days, no more days will be added until the plan is depleted to sixty (60) days, except for new participants.
3. Administration of the sick leave assistance plan will be handled by a committee appointed by the School Board consisting of the following members: four (4) faculty members, two (2) classified employees, and one (1) administrator. Record keeping will be done by the business manager and the employee committee shall have the right to periodically examine the records during normal business hours. The committee shall establish guidelines to govern its decision-making process regarding the granting or denial of requests for withdrawals from the plan. The committee guidelines shall provide a basis for insuring that withdrawals from the plan under this policy are made available only to those applicants who have not abused sick leave, and provide that such withdrawal is made for prolonged illness or disability caused by a catastrophic accident.
4. Each participant who has used all of their sick leave (current and accumulated) and current or accumulated vacation time or personal leave may petition the sick leave assistance committee for sick leave assistance, only to be allotted in full day increments.
5. The maximum number of sick leave days which the sick leave assistance committee may provide to a participant is twenty (20) days annually. All requests for use of the bank must be submitted in writing to the Superintendent and must be supported by a written statement from the participant's personal physician. The Superintendent will forward the request to the committee for decision. The committee's decision will be forwarded to the Superintendent for distribution to the appropriate personnel.
6. Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. However, each participant who has received assistance from the sick leave assistance plan must re-establish participation for the next school fiscal year by following the procedure described in item 2 of this policy.
7. Days in the bank shall be withdrawn on a first-come, first-served basis and, if the total days in the bank are exhausted in any year, use of the bank ends for that year. Unused days in the plan (limited to 180 days) shall be carried over to the next school year.
8. The sick leave assistance committee shall annually make a written report to the Superintendent regarding the operation of the plan during the preceding year.

Elementary Music Director	0.0531	0.0598	0.0664
Journalism, Paper, Yearbook	0.0620	0.0753	0.0885
Prom Advisor	0.0248	0.0301	0.0354
Sideline Cheer - Football	0.0239	0.0266	0.0292
Sideline Cheer - GBB	0.0239	0.0266	0.0292
Sideline Cheer - BBB	0.0239	0.0266	0.0292
Competitive Cheer	0.0708	0.0797	0.0885
FCCLA Advisor	0.0797	0.0930	0.1062
FBLA Advisor	0.0354	0.0487	0.0620
Media Club Director	0.0885	0.1018	0.1151
Oral Interp	0.0327	0.0354	0.0381
FFA Advisor	0.0797	0.0930	0.1062
HOSA	0.0531	0.0664	0.0797
Educators Rising Advisor	0.0117	0.0146	0.0175
Debate	0.0743	0.0863	0.0982
Musical Director for Drama	0.0443	0.0509	0.0575
Drill Team Advisor	0.0443	0.0620	0.0797
RDTN Director	500.00		

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

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

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

NOTE: It was further agreed upon that both the PEA and Parkston School Board will continue to address this with our committee throughout next year in hopes of alleviating some of the difficulties and disparities that exist with newer coaches. (5.12.16)

Persons new to the district, who are receiving compensation under the Supplementary Salary

Schedule will be given the same experience credit as new teachers to the district receive for their teaching experience.

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

Coaching slots will include head coach and assistant needed in any sport including grades 7- 12. The number of assistants are at the discretion and recommendation of the activities director and approval of the administration and the school board.

Supplementary Salary Schedule

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

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

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

Activity trips: Coaches and activity directors will be encouraged to have a CDL at Parkston School District expense. They could then drive for their activity trips when the District's mini bus is available and the numbers of riders justify. The drivers would be paid for driving time.

Liquidated Damages

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

If the date the request is received by the Superintendent falls on or between May 15th and June 15th, the staff member will be required to pay \$600 to be released from their contract.

If the date the request is received by the Superintendent falls on or between June 16th and July 15th, the staff member will be required to pay \$850 to be released from their contract.

If the date the request is received by the Superintendent falls after July 15th, the staff member will be required to pay \$2,000 to be released from their contract.

If the date the request is received by the Superintendent falls after August 1st, the school board may deny the request.

The Board may waive this provision if circumstances warrant.

Supplementary Pay and Benefits

Additional Days

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

"New teachers to the district will be required to attend up to four days of orientation, which is unpaid."

Compensation- Special Education Classroom Instructor

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

Extra-Curricular Activities Pass

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

1. Only school personnel will be working, unless otherwise approved by the Board. However, school personnel will be given first priority for choice of assignment to include all paid activities. School personnel must choose the assignments by September 15th each year or immediately upon call for volunteers for unscheduled activities.
2. School personnel working a minimum of three (3) extra events will receive one (1) guest pass for school events.
3. School personnel working a minimum of five (5) extra events will receive two (2) guest passes for school events.
4. School personnel working a minimum of seven (7) extra events will receive three (3) guest passes for school events.
5. School personnel working a minimum of nine (9) extra events receive four (4) guest passes for school events.
6. Vacant slots will be filled by the administration from a list of the district's personnel. The assignment will be made by lot.
7. Admission to an event will not be charged to the spouse and children (high school or younger) of an employee who is responsible for coaching or directing the said event.
8. One (1) pass will be issued to each full-time custodian's spouse.
9. The pass will be honored for designated persons only.
10. The exception to this schedule will be timekeeper and bookkeeper for events plus chain handlers. This will not change from past practice.

Stipend for Colony Teachers

Certified teachers assigned full-time at either of the colonies will receive an additional stipend of \$2000 per year. The purpose of this stipend is to provide incentive to teach at a colony and for those unique costs associated with teaching at the colony.

Extra-Duties Cancelled

Should the season for an extra duty assignment be cancelled, for any reason, any time prior to the "official" start of said season, the parties shall reopen negotiations to determine appropriate compensation for that assignment.

Complaint Procedure

Purpose

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

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

Procedure

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

Complaint Form "A"

Date: _____

Name and Address of Person Making Complaint: _____

Date of Action Causing Complaint: _____

Name of Person(s) Being Complained Against: _____

Complaint: _____

(attached another sheet if necessary)

Supportive Evidence or Witnesses: _____

(attached another sheet if necessary)

(Signature of Person Making Complaint)

Effect of Agreement

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

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

The provisions of this agreement shall be effective as of the 1st day of July 2022, and shall continue and remain in full force and effect as binding on the parties until the 30th day of June, 2023. If a new and substitute agreement has not been duly entered into prior to June 30, 2022, the terms of this agreement shall continue in full force and effect until such substitute agreement is adopted, which shall then be fully retroactive to June 30, 2022.

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

Note: The board adopted and imposed the changes to the agreement above at the April 11th, 2022 board meeting.

This agreement is signed this _____ of _____, _____.
(day) (month) (year)

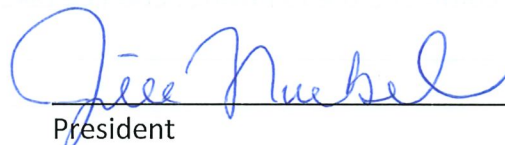
In witness thereof:

For the Parkston Education
Association

For the Parkston School Board,
District #33-3



President



President



Negotiations Chair Person

Business Manager

Complaint Form "B"

Date: _____

Date contacted about the complaint: _____

Response to complaint: _____

(Attach another sheet if necessary)

Supportive evidence or witnesses: _____

(Attach copies of materials if necessary)

Recommendation

_____ I recommend no record or further action be taken

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

_____ I recommend the following action be taken: _____

(Signature of Principal or Superintendent)

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

(Signature)

(Date)

Negotiations 2022

School Board & PEA Final Negotiations Package 2022-2023 School Year

1. **Salary**- \$2,650 to returning teachers of which \$2,450 will be added to the base salary which will become \$43,000

2. **Health Insurance Contributions** – Board will contribute the following to each Deductible Plan

\$1,500 Deductible - \$730.00 per month

\$2,500 Deductible - \$815.00 per month

\$3,500 Deductible - \$900.00 per month

3. **Insurance Options**

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

4. **Educators Rising Advisor Stipend**

Included in the Supplemental Salary Schedule below.

5. **Military Leave**

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

6. **New Supplemental Salary Schedule inserted on Page 29 & 30**

