

**NEGOTIATED AGREEMENT**

**LENNOX SCHOOL DISTRICT 41-4**

**AND**

**LENNOX EDUCATION  
ASSOCIATION**

**JULY 1, 2020– JUNE 30, 2021**

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# Article I Negotiated Agreement

## Article I

### Negotiated Agreement

The terms and conditions set forth in this agreement represent the full and complete understanding on all items negotiated. If any item, section or clause of this agreement is held to be invalid by operation of the law or by tribunal of completed jurisdiction, or if complying with enforcement of an item or part should be restrained by such tribunal, the remainder of agreements shall remain in full force and effect from the effective date of **July 1, 2020 - June 30, 2021**

If a successor agreement has not been reached by such date, the parties agree that the terms and conditions of employment as represented herein shall continue in effect until the adoption of a successor agreement or until the completion of impasse procedure according to SDCL 3-18-8.1 and 3-18-8.2.

Signatures attest that this agreement is an accurate account of items negotiated and agreed upon. Copies of this agreement will be furnished to all certified employees by the school district.

Wendy Reische  
Lennox Education Association President

6-12-2020  
Date

[Signature]  
Lennox School Board President

6-18-2020  
Date

[Signature]  
Lennox School Board/Chief Negotiator

6-11-2020  
Date

## **Article II Statement of Recognition**

Recognition and challenge of recognition shall be conducted in a manner consistent with the rules and regulations promulgated by the Commissioner of Labor in accordance with SDCL 3-18-8.1 through 3-18-8.2. See also 60.101 through 60.105 and 60A220 through 60A240.

The Lennox School District 41-4 Board of Education recognizes the Lennox Education Association as the exclusive representative of all certified teachers for the purpose of representation in respect to rates of pay, wages and hours of employment; provided that any individual employee, or a group of employees, shall have the right at any time to present grievance to their employer and to have such grievances adjusted without the intervention of the formal representative as long as the adjustment is not inconsistent with the terms of any settlement with the formal representative then in effect. (SDCL 3-18-3)

## **Article III Specific Teacher Contracts**

### ***A. Specific Teacher Contracts***

The school board shall issue teacher contracts which specify exactly what grades or what subject area each teacher is required to teach.

1. Said contracts will also specify which extra duties the teacher is expected to handle; such duties as Pep-A-Graph advisor, yearbook advisor, play advisors and all forms of coaching to be included.
2. It shall be expected that when an emergency arises, the administration and board shall have the power to make necessary adjustments in teaching/activity assignments, providing the teacher is informed at the earliest possible date.
  - a. An emergency can be declared whenever a significant change in class size is discovered; tragedy to an instructor occurs or some completely unexpected situation occurs which causes a readjustment in classes. This situation can be declared if there is a teacher resignation after contracts have been signed.
  - b. If such situation of reassignment comes after August 1<sup>st</sup>, the affected teacher will be reimbursed personal classroom related expenses up to \$250 upon approval by the superintendent of schools.

*Reference: Code 401.4 Certified Employee Individual Contracts  
Code 401.12 Certified Employee Assignment and Transfer*

### ***B. Liquidating Damages***

All certified staff represented by the LEA who desire release of a signed contract for an ensuing school year shall be governed under the following conditions:

1. Certified staff notifying the district of their intention to resign their position with the district by April 1 will be paid \$350. Certified teachers who have been notified of non-renewal will not be eligible.
2. Certified staff requesting release after signing a contract for the following school year through May 31 shall be released from their contract upon remitting payment of a five hundred dollar (\$500) certified check payable to the Lennox School District 41-4 as liquidated damages.
3. Certified staff requesting release June 1-June 30 shall be released from their contract upon remitting payment of a one thousand dollar (\$1,000) certified check payable to the Lennox School District 41-4 as liquidated damages.
4. Certified staff requesting release July 1 –July 31 shall be released from their contract upon remitting payment of a one thousand five hundred dollar (\$1,500) certified check payable to the Lennox School District 41-4 as liquidated damages.
5. Certified staff requesting release August 1 to the end of the school year shall be released from their contract upon remitting payment of a two thousand (\$2,000) certified check payable to the Lennox School District 41-4 as liquidated damages.
6. Certified staff whose spouse is transferred out of the greater Sioux Falls metropolitan area after August 1 shall be released from their contract after written confirmation from the spouse's employer. The certified staff must remit the liquidated damages in the amount of five hundred (\$500), by certified check, PRIOR to the release of their contract.
7. Certified staff have the option, upon written request, to have the liquidated damages deducted from their pay check.
8. There shall be NO liquidated damages for certified staff requesting release from their contract for reasons of health to self, spouse, or minor child, if verified in writing to the superintendent of schools from the certified staff's doctor that said instructor is unable to complete his/her contract due to health condition(s) of self, spouse or that of a minor child. The Lennox School District 41-4 reserves the right to request a second medical opinion at the district's expense.

*Reference: Code 401.13 Certified Employee Resignation and Contract Release*

### ***C. Non-Renewal of Teacher Contract.***

SDCL 13-43-6.3

Until a teacher is in or beyond the fourth (4<sup>th</sup>) consecutive term of employment as a teacher with the school district, a school board may or may not renew the teacher's contract. The superintendent or chief executive officer shall give written notice of nonrenewal by April fifteenth (15<sup>th</sup>) but is not required to give a further process or a reason for nonrenewal

After a teacher is in or beyond the fourth (4<sup>th</sup>) consecutive term of employment as a teacher with the school district SDCL 13-43-6.1 and 13-43-6.2 apply to any nonrenewal of the teacher's contract. On or before April fifteenth (15<sup>th</sup>), the superintendent or chief executive officer shall notify the teacher and the school board in writing of the recommendation to not renew the teacher's contract.

Acceptance by the teacher of an offer from the district to enter into a new contract with the teacher shall be in the manner specified in the offer. Failure of a teacher to accept the offer in the manner specified constitutes the termination of the existing contract between the teacher and the district at the end of its term.

*Reference: Code 401.15 Certified Employee Dismissal*

## **Article IV Teacher Pay and Benefits**

### **A. Salary**

The salary for the one (1) year contract shall be for one hundred eight-one (181) days, of which four (4) days shall be in-service, one (1) shall be a classroom work day and one hundred seventy-six (176) student contact days. There will be a \$2,000 increase for the 2020-2021 school year. The increase does not include horizontal and vertical growth which will be added to the contract dollars to be included as the teacher's total accumulation.

Less than full-time employees are expected to attend the in-services and the orientation, and shall be paid their daily rate of pay at a full day's per diem, as determined by their contract. Any shared staff needing to attend additional pre-school in-service days shall be compensated their daily rate of pay for their time spent, i.e. a four (4) hour building meeting equals payment of one-half (½) of their daily rate.

1. Salary Increases 2020-2021: \$2000 salary increase. Less than full-time employees will receive a prorated salary increase. (181 teacher contract days)
2. Horizontal and vertical growth increases or extra-curricular dollars will be added to each teacher's salary.

### **B. Hiring Provisions**

The Board of Education, at their discretion, may grant credit for salary placement purposes for all or part of the actual teaching experience of a teacher who has not been employed in the Lennox School District 41-4 during the preceding school year.

Upon determination of the total years of experience, degree status, and educational advancement to be brought into the system, the teacher shall receive the same salary as existing lowest paid employees with the same experience, degree status, and educational advancement per the below salary/hiring schedule.

Additionally, each year all teachers will be compared to the salary/hiring schedule and will be increased to the same salary listed on the salary/hiring schedule equivalent to their total years of teaching experience and education level if their salary does not at least equal or exceed the stated amount.

**Lennox School District  
Salary/Hiring Schedule  
2020-21**

Increment After Year 10	\$200.00				
BA+ Increment	\$500.00				
MA Increment	\$1,900.00				
MA +	\$75.00	per credit hour			
Specialist Increment	\$2,000.00				
<b>Year</b>	<b>BA</b>	<b>BA + 12</b>	<b>BA + 24</b>	<b>MA</b>	<b>Specialist</b>
1	\$43,400.00	\$ 43,900.00	\$ 44,400.00	\$ 46,300.00	\$ 50,550.00
2	\$43,400.00	\$ 43,900.00	\$ 44,400.00	\$ 46,300.00	\$ 50,550.00
3	\$43,400.00	\$ 43,900.00	\$ 44,400.00	\$ 46,300.00	\$ 50,550.00
4	\$43,400.00	\$ 43,900.00	\$ 44,400.00	\$ 46,300.00	\$ 50,550.00
5	\$44,400.00	\$ 44,900.00	\$ 45,400.00	\$ 47,300.00	\$ 51,550.00
6	\$44,400.00	\$ 44,900.00	\$ 45,400.00	\$ 47,300.00	\$ 51,550.00
7	\$44,400.00	\$ 44,900.00	\$ 45,400.00	\$ 47,300.00	\$ 51,550.00
8	\$44,400.00	\$ 44,900.00	\$ 45,400.00	\$ 47,300.00	\$ 51,550.00
9	\$44,400.00	\$ 44,900.00	\$ 45,400.00	\$ 47,300.00	\$ 51,550.00
10	\$44,400.00	\$ 44,900.00	\$ 45,400.00	\$ 47,300.00	\$ 51,550.00
11	\$44,600.00	\$ 45,100.00	\$ 45,600.00	\$ 47,500.00	\$ 51,750.00
12	\$44,800.00	\$ 45,300.00	\$ 45,800.00	\$ 47,700.00	\$ 51,950.00
13	\$45,000.00	\$ 45,500.00	\$ 46,000.00	\$ 47,900.00	\$ 52,150.00
14	\$45,200.00	\$ 45,700.00	\$ 46,200.00	\$ 48,100.00	\$ 52,350.00
15	\$45,400.00	\$ 45,900.00	\$ 46,400.00	\$ 48,300.00	\$ 52,550.00
16	\$45,600.00	\$ 45,100.00	\$ 46,600.00	\$ 48,500.00	\$ 52,750.00
17	\$45,800.00	\$ 45,300.00	\$ 46,800.00	\$ 48,700.00	\$ 52,950.00
18	\$46,000.00	\$ 45,500.00	\$ 47,000.00	\$ 48,900.00	\$ 53,150.00
19	\$46,200.00	\$ 45,700.00	\$ 47,200.00	\$ 49,100.00	\$ 53,350.00
20	\$46,400.00	\$ 45,900.00	\$ 47,400.00	\$ 49,300.00	\$ 53,550.00
21	\$200.00 increments thereafter				

The Board of Education reserves the right to offer increased compensation for vacant positions that are difficult to fill. Additionally, the Board of Education will make an effort to use a hiring bonus as the initial offer of increased compensation. If a hiring bonus is unsuccessful in filling the difficult to fill teaching position, an increase in salary above other employees with the same experience, degree status and educational advancement will be offered.



**C. Extra Pay Schedule**

All supervisor, director, and/or coaching contracts shall be inclusive with teaching contracts unless the individual is a lay person. Lay individuals will be issued separate contracts appropriate to their assignment as determined by the superintendent.

The following extra pay will be paid to those involved in the activity. Salaries will be based on the following:

**EXTRA PAY SCHEDULE**

This schedule represents time outside the school day.

<b>ACTIVITY</b>	<b>PAY</b>
<b>FOOTBALL</b>	
Head Varsity Coach	\$4,000
Varsity Assistant	\$2,700
Middle School	\$1,800
<b>BOY'S BASKETBALL</b>	
Head Varsity Coach	\$4,000
Varsity Assistant	\$2,700
Freshman	\$2,350
Middle School	\$1,800
Assistant Middle School (upon superintendent approval)	\$1,500
<b>GIRL'S BASKETBALL</b>	
Head Varsity Coach	\$4,000
Varsity Assistant	\$2,700
Freshman	\$2,350
Middle School	\$1,800
Assistant Middle School (upon superintendent approval)	\$1,500
<b>WRESTLING</b>	
Head Varsity Coach	\$4,000
Varsity Assistant	\$2,700
Middle School	\$1,800
<b>TRACK</b>	
Head Varsity Coach	\$4,000
Varsity Assistant	\$2,700
Middle School	\$1,800
<b>VOLLEYBALL</b>	
Head Varsity Coach	\$4,000
Varsity Assistant	\$2,700
Freshman	\$2,350
Middle School	\$1,800
<b>CROSS COUNTRY</b>	
Head Varsity Coach	\$4,000
Varsity Assistant	\$2,700
<b>GOLF BOYS</b>	

Head Varsity Coach	\$2,900
Varsity Assistant	\$1,600
<b>GOLF GIRLS</b>	
Head Varsity Coach	\$2,900
Varsity Assistant	\$1,600
<b>TENNIS BOYS</b>	
Head Varsity Coach	\$2,900
<b>TENNIS GIRLS</b>	
Head Varsity Coach	\$2,900
<b>OTHER ACTIVITIES</b>	
Strength Training Coach	\$4,000
Cheer Coach	\$3,250
Lenkota Advisor	\$2,850
Pep-A-Graph Advisor	\$2,850
FCCLA Advisor	\$1,500
FFA Advisor	\$1,500
FFA Assistant Advisor	\$850
Debate	\$4,000
Debate Assistant	\$1,650
Academic Bowl	\$1,500
HOSA	\$1,500
<b>CLASS ADVISORS</b>	
Jr. Class Prom Chair	\$900
HS National Honor Society	\$600
HS Student Council Advisor	\$1,000
MS Student Council Advisor	\$300
HS Homecoming Advisor	\$300
<b>DRAMA ACTIVITIES</b>	
Oral Interpretation	\$1,050
HS Drama Director – Fall Play	\$1,600
HS Drama Director – Spring Play	\$1,600
One-Acts Director	\$900
MS Oral Interpretation	\$900
<b>MUSIC</b>	
LHS Vocal Music Contest	\$450
Pep Band	\$1,150
Jazz Band	\$800
Jr. High Jazz Band	\$800
Marching Band	\$2,050
Assistant Marching Band	\$1,550
MS Band Contest	\$1,000
LHS All State Chorus	\$450
Show Choir	\$900
Summer Band Lessons (per student)	\$45
<b>DUTIES</b>	
Saturday Detention	\$35

Assigned Detention after 4:00 pm	\$10
Coverage for absent staff members at all levels (except for SDEA delegates), requested by administration, shall be paid \$10 per primary class or per half block at the middle school/high school level.	\$10
<b>OTHER</b>	
Summer Speech Therapy and Special Needs Tutoring (per hour)	\$20
DIAL Screening-after school hours (per hour)	\$17
Birth-Three -home care after school hours (per hour)	\$17
Driver's Education-Driving (per pupil)	\$145
Driver's Education-Classroom session-30 hours not to exceed 4 classes (per class)	\$940
Teacher Mentor	\$500
Technology Integrationist – after school hours (per hour and must have superintendent approval)	\$22
Summer Credit Recovery Program	\$75/per course taken
<b>MISCELLANEOUS</b>	
Helping at Track meet	\$35/night
Helping at Cross Country meet	\$30/night
Clock Keeper(varsity events-including B events)	\$25/night
Home Scoreboard	\$25/night
Duties assigned by administration to be held beyond contract hours	\$17/hour

The Board of Education desires that a five percent (5%) raise on base salary be given to each director, supervisor, coach with four years of experience every four (4) years for twelve years (12). For example: Coach/director/supervisor five percent (5%) raise in year four (4), eight (8) and twelve (12). This provision is limited to those coaches, supervisors, directors, who have not received said raise under any previous negotiated agreements.

The set pay dollar amount for Extra Pay positions may be divided among different staff members upon approval of the superintendent. Notification of the split must be made by September 1 of each school year to the superintendent and business manager in writing.

#### ***D. Horizontal Growth***

Education advancement on the salary schedule shall take place by meeting the following requirements:

1. All college/university course work or master's program shall be graduate level education courses with prior written approval by the district's superintendent.
2. Intent of educational advancement must be submitted to the superintendent's office in writing **on or before June 1** on the approved form. Written validation of such educational advancement (in the form of official transcripts) must be in the superintendent's office **by September 10**. In the event such validation is not received on or before October 1 of said school year, the teacher shall reimburse the

school district for any increase received due to educational advancement and shall have their contract so modified.

**Horizontal Growth Stipends:**

BA+12	\$ 500.00
BA+24	\$ 500.00
MA	\$1,900.00
MA+ per credit	\$ 75.00
Specialist	\$2,000.00

Lennox School District 41-4 certified teachers shall be provided different avenues for educational advancement on the contracted salary schedule.

**Master's Degree**

Lennox School District 41-4 certified teachers who are enrolled in an approved university education master's degree program shall be paid on the appropriate lanes (BA+12, BA+24) per the Negotiated Contract for all course work approved by the university toward the master's degree program. The master's degree program shall be validated in writing from the university and submitted to the superintendent's office **on or before June 1** on the specified form. The Master's degree is acceptable from all state approved university educational programs.

**Specialist's Degree**

Lennox School District 41-4 certified teachers who are enrolled in an approved university education specialists degree program shall be paid \$75.00 per credit hour per the Negotiated Contract for all course work approved by the university toward the specialists degree program. The above program shall be validated in writing from the university and submitted to the superintendent's office **on or before June 1** on the specified form. The specialist degree is acceptable from all state approved university educational programs.

**Certification Renewal**

Teachers who are **not** working toward an approved master's must comply with the following:

1. Each educational advancement on the salary shall be twelve (12) hours of college graduate level course work in K-12 related educational fields.
2. For each twelve (12) hours, at least six (6) must be taken in the teacher's area of teaching or endorsed area. An endorsed area shall be any area listed on a teacher's teaching certificate.
3. The remaining hours toward educational advancement on the salary schedule must be related to the teacher's curricular assignment. Some examples may include (but are not limited to) technology education, school administration, guidance and counseling, curriculum and instruction, special education and courses addressing teaching strategies and learning theories.

Teachers who have **completed** their master's program must comply with the following:

Educational advancement on salary shall occur with each one (1) hour of college graduate level course work in K-12 related educational fields up to a maximum of thirty (30) hours or a specialist degree.

*Referenced: Code 401.7 Certified Employee Wages & Hiring Schedule  
Code 401.10 Certified Employee Continued Education Credit*

### ***E. Salary Schedule Advancement***

The salary increase shall be as follows:2020-2021: \$2,000 Less than full-time employees will receive a prorated increase for a contract of one hundred seventy-six (176) student days and one hundred eighty-one (181) teacher work days.

If a teacher is not doing a satisfactory job of teaching in this school system, they will receive a written statement of the problem and the probable action from the principal. After a plan of assistance has been implemented without progress being made within sixty (60) days, the school board reserves the right to refuse to grant an increment to any teacher.

Professional Growth/ Educational Incentive-National Certification:

The teacher must apply **IN ADVANCE** by no later than September 10 for the incentive and establish written criteria as determined by the National Certification Board.

A staff member who successfully completes and receives National Teacher Certification shall be compensated \$1,000 in addition to any stipend provided by the State of South Dakota or the federal government, per year for five (5) years beginning August 1 of the next school year after receiving said certification. This stipend shall be paid at the end of the school year (June 20 payroll) upon verification.

*Reference: Code 401.10 Certified Employee Continued Education Credit  
Addendum I: Certified Staff Advancement on Salary Schedule Request Form*

### ***F. Extra Duty Pay Procedure***

Payment for all duties on the Extra Duty Pay Schedule (C) shall be made monthly. Payment shall be issued on standard payroll check under a separate code with all taxes withheld. Extra duty pay requests must be in the business office no later than the fifth (5<sup>th</sup>) of the month the extra duty is to be paid.

### ***G. Payment Options***

Payment options offered according to Board Policy 400.32 ten (10) Month vs twelve (12) Month Compensation Election for Certified Staff.

*Reference: Code 400.32 Non-Qualified Deferred Compensation Plan  
Code 400.32 Addendum Non-Qualified Deferred Compensation Plan  
Addendum VIII 10 Month vs. 12 Month Compensation Election Form*

## ***H. Health Insurance***

The Board of Education of the Lennox School District 41-4 will adopt a health insurance plan selected by the Lennox Board of Education. All information relevant to benefits available is explained in the booklet provided to each certified employee.

1. **Premiums:**

The school district shall pay \$890/per month of a family health insurance premium or \$456/per month for a single insurance premium. The school district's share of premiums paid shall be determined on the basis on an employee's full-time equivalency.

2. **Dual Employment:**

When a husband and wife are both employed by the school district, the premium paid by the district will be the sum of the district's share of the premium for each employee (certified or classified), not to exceed the full cost of the insurance premium; or each individual employee may choose the single coverage.

3. **Health Savings Accounts:**

Upon enrollment with a High Deductible Health Plan (HDHP), employees will have the option to enroll in a Health Savings Account (HSA). The school district will contribute five hundred (\$500) per year into an employee's HSA. This payment will be made every October in conjunction with the regular school board meeting that month.

The district is not cognizant of all requirements of the Affordable Care Act. When said requirements and regulations become known to the district, it will be necessary for the district to implement same without reopening negotiations

## ***I. Dental Insurance***

The Board's contribution for the dental insurance premium will be limited to twenty-five (\$25.00) of the single or family coverage premium.

## ***J. Fringe Benefits***

Dental Insurance for employees working twenty (20) hours or more per week (dental insurance only) and for employees working thirty (30) hours or more a week (health insurance only) will be calculated on a pro-rated basis. Calculations will be made as follows: **20-29** hours per week equals 50% of the district's contribution (dental only); 30-39 hours per week equals 75% of the district's contribution; forty (40) hours per week equals 100% of the district's contribution.

Employees working thirty (30) hours or more per week will receive 100% of the district's contribution for the health insurance.

In the event that there are increases in medical premiums, said increases will be withheld from staff member paychecks as per policy with the June paycheck for ten (10) month employees and with the July paycheck for twelve (12) month employees.

The district is not cognizant of all requirements of the Affordable Care Act. When said requirements and regulations become known to the district, it will be necessary for the district to implement same without reopening negotiations

### ***K. Long Term Disability Insurance***

If officially requested by the Lennox Education Association, the Board of Education will agree to sponsor a long-term disability insurance group. However, Lennox School District 41-4 will pay no fees or premium payments whatsoever to or for membership or coverage of any group members. All finances involved will be the sole responsibility of the members covered by such insurance.

### ***L. Sick Leave***

1. Incoming certified teachers shall be granted sick leave of twenty (20) days, prorated according to length of time on the job, for their first year of teaching.
2. Returning certified teachers shall be granted ten (10) additional days each year to accumulate with any unused sick leave from previous years.
3. Sick leave can accumulate to a maximum of ninety (90) days.
4. Sick leave can be used only during the school year.
5. A certified teacher may use accumulated sick leave for care of an ill family member. "Family" shall be defined as parent, parent-in-law, child, spouse, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter in-law, grandchild, grandparent and grandparent-in-law. Certified staff will be granted one (1) day for a brother-in law, sister-in-law, niece or nephew.
6. A certified teacher may use one (1) sick day in the event their daycare is closed due to sickness.
7. A certified teacher's absence in excess of two (2) consecutive days will be credited as sick leave only upon the presentation of a physician's written statement, if requested by the administration, that the illness was of sufficient seriousness to prevent the teacher from working and the period of time must be so specified.
8. After a certified teacher has been granted the maximum number of days allowed for sick leave that he/she is entitled to under the sick leave provisions in the schedule, the employee may submit a leave request for emergency leave to be approved by the superintendent. Once all applicable leave has been exhausted, approved absences will be leave without pay.  
In the event that a certified teacher has used accumulated sick leave and is compelled, for health reasons, to miss work or be confined either at home or in the hospital for an extended time, a certified teacher may request days from the sick leave assistance program, provided the certified teacher has contributed to said program in the school year the leave is being requested.

9. If a certified teacher is on maternity/paternity leave or the child/spouse of a certified teacher has a prolonged illness, and has exhausted all sick days and personal days, said teacher may use an additional twelve (12) days of emergency leave. The employee will be charged one day's substitute pay for each day of this leave.
10. Employees are not paid for unused sick leave upon termination or resignation of employment.

### ***M. Unused Sick Leave Payment***

Certified staff shall be granted a one hundred fifty (\$150) bonus if none of their available sick leave is used by the end of the school year. The one (1) day contributed to the sick leave assistance program shall not be counted as a sick day used for the purpose of payment under this section.

### ***N. Sick Leave Assistance Program***

1. A Sick Leave Assistance Program shall be established which contains days contributed by a certified teacher of District 41-4 represented by the LEA. All certified teachers working more than twenty (20) hours per week and who contribute to the assistance program shall be eligible to request additional sick leave.
2. To be eligible to participate in the program, contributions of one (1) to five (5) days must be given.
  - a. A personnel form will be filled out at the beginning of each year to indicate the number of days you are contributing that year (including 0) and returned to the business manager **by September 10**.
  - b. New certified teachers in the system represented by the LEA may join within **thirty (30) days** of employment.
  - c. If needed the LEA may request more days to be contributed to restore any or all of those used.
3. In the event of a prolonged illness of any certified teacher who **exhausts** his/her sick leave, the certified teacher may request days from the bank **not to exceed forty (40) days in one (1) school year**. Unused days granted under the sick leave assistance program in a given year shall revert back to the sick leave assistance program.
4. The Sick Leave Assistance Program shall not be used to care for members of the teacher's family or for maternity leave.
5. The application for sick leave shall be submitted to the business office which will forward copies to the sick leave assistance committee. Application for sick leave assistance shall be reviewed by the LEA Sick Leave Program Committee composed of three (3) members appointed by the LEA.

The LEA Committee **must have a written statement from the applicant's doctor stating the medical need** and the date the certified teacher may return to work. -The



committee shall meet to consider the requested leave and inform all appropriate parties of its decision in writing.

6. The application should be prepared in quadruple --one copy for the building administrator, one copy for the LEA, one copy for the individual requesting sick leave assistance and one copy to the business office.
7. The maximum number of days to be used from the assistance program by all members shall not exceed a total of **one hundred sixty (160) days** per year. Distribution of days shall be determined by the timeliness of the application, by who applies first as determined by the LEA Committee and the receipt of the application by the business manager.

*Reference: Addendum II Application for Sick Leave Assistance*

#### ***O. Family Medical Leave Act***

The Lennox School District 41-4 shall abide by and comply with all applicable provisions of the Federal Family Medical Leave Act and amendments thereto and provide said benefits to the certified staff. The district administrative offices shall maintain and distribute, upon written request, the current regulations as instituted by federal statute(s).

*Reference: Code 400.17 Family and Medical Leave Act (FMLA Leave)*

#### ***P. Personal Leave***

The Lennox School District 41-4 Board of Education will provide two (2) days of personal leave if classroom substitutes are available. Personal leave is not to be used in less than one half (1/2) day increments. Personal leave may be used to extend a vacation or holiday period, but not during the first five (5) or last five (5) student contact days of the school year. A teacher may request an exception to the five (5) day rule upon principal and superintendent approval. To cancel a personal day, teachers must provide one (1) business day notice.

A teacher may choose to carry over one (1) of their personal days to the next year. In no such year shall there be more than three (3) personal days used. Staff must notify the business manager by June 1 if they choose to be paid for a personal day or their day will automatically carry over to the following year. Days to be paid or carried over will be done in full or ½ day increments only.

#### ***Q. Unused Personal Days Payment***

Certified staff shall be granted a one hundred twenty-five dollar (\$125.00) bonus for each of their personal days that are not used by the end of the school year. A limit of two (2) unused personal days will be paid out per school year.

#### ***R. Emergency Leave***

Absences due to personal reasons created by unforeseen circumstances not already covered in other areas of authorized leave may be taken as emergency leave by the employee. Such leave may be granted after all sick days and personal days have been exhausted or when other forms of leave do not apply to the needs of the employee. The employee will have deducted from their pay one (1) day substitute pay for each day of this type of absence. Emergency leave is

subject to the approval by the immediate supervisor, then the superintendent. Up to five (5) days of emergency leave may be used per school year.

Three (3) of the five (5) days of emergency leave, may be used to extend a vacation or holiday period; however, they will be considered leave without pay. The employee will have deducted from their pay one (1) day at their daily rate for each day of this type of absence. Days used to extend a vacation or holiday period may not occur during the first five (5) or last five (5) student contact days of the school year. This is meant to be a limited process and should not be an annually reoccurring event.

#### ***S. Activities Leave***

A certified teacher may use one (1) day of leave to attend an activity sponsored by the South Dakota Activities Association for a state event or a Special Olympics event in which a Lennox student(s) is/are participating. In addition to this day, parents of Lennox students participating in an activity sponsored by the South Dakota Activities Association, for a state event or a Special Olympics event in which their child is participating, shall receive one (1) additional day of activities leave. Activities leave is not to be used for travel time to an event.

#### ***T. Professional Leave***

Each certified teacher is entitled to two (2) days professional leave annually, subject to their immediate supervisor's approval, who will then forward to the superintendent for approval.

"Whenever a certified teacher desires to attend an annual professional association meeting, the school board may authorize attendance at such meetings without loss of pay from regular salary, provided such attendance shall not take the certified teacher away from regular duties to exceed two (2) consecutive school days during any school term."

#### ***U. Sabbatical Leave***

Unpaid sabbatical leave shall be granted to a certified teacher, after their fourth (4<sup>th</sup>) consecutive year in the district, to further education, conduct research or to travel. The certified teacher would return to the certified teacher's former teaching position, taking up vertically on the salary level where the teacher left off, but allowing horizontal movement. The certified teacher shall continue to be under group insurance coverage subject to full payment of monthly premiums during the leave by the certified teacher. This leave shall be granted in increments of one (1) year or could be a short-term leave varying from four (4) to nine (9) weeks. The one (1) year increment and the short-term increment can each be used once in a ten (10) year period. If a short-term sabbatical is requested, then approval is contingent upon obtaining a qualified replacement for the duration of the sabbatical. A written request must be submitted to the immediate supervisor by March 15.

#### ***V. Bereavement Leave***

1. Ten (10) days shall be allowed, per occurrence, in the teacher's family to be defined as spouse and child
2. Five (5) days shall be allowed, per occurrence, in the teacher's family to be defined as a parent, brother, sister, daughter-in-law, son-in-law, parent-in-law, brother-in-law, sister-in-law, grandchild, grandparent and grandparent-in-law.

3. Leave for a maximum of three (3) days per work year shall be allowed to attend the funeral of other persons close to the teacher.

***W. Legislative Leave of Absence***

The board shall grant a leave of absence, without pay, to any certified teacher who is elected to state legislature. This shall be effective for all workdays that the state legislature is in session.

***X. Lobbying Leave***

Lobbying efforts with prior approval by the superintendent will be allowed for one (1) day per certified teacher per building if substitutes are available. No more than four (4) certified teachers district-wide and no more than one (1) certified teacher from any attendance center will be allowed to take leave to lobby on any one (1) day.

***Y. Association Leave***

The Board will grant the Lennox Education Association up to a total of five (5) days for association leave to members approved by the Association and only if classroom substitutes are available. The leave may be taken in increments of not less than a half (½) day. The leave is not accumulative, and a written request must be submitted to the superintendent for approval.

***Z. Civic Leave***

A certified teacher may be excused, at the discretion of the superintendent, to discharge civic responsibilities in which the teacher has achieved leadership. A maximum of two (2) days shall be granted to any teacher for this purpose in any year, nor shall the total number of days in any year exceed ten (10) for the combined staff.

***AA. Jury Duty***

Certified teachers may serve on jury duty and the deduction for his/her absence shall be the amount of the fee received for the jury duty, or the employee may submit the jury reimbursement to the district and no deduction shall be made from the employee's salary.

***BB. Comp. Time***

Certified teachers who serve on district committees shall be allowed to leave at the close of the student day on the days the committee is meeting (excluding LEA meetings and negotiations).

***CC. Annuities***

Tax Sheltered Annuities 403(b) are offered to all Lennox School District employees according to the District Plan Document. Please call the Lennox School District Business Office for Plan Document details.

*Reference: Code 401.6 Certified Employee Leave Benefits  
Code 401.8 Certified Employee Benefits  
Code 401.9 Certified Employee Group Insurance Benefits*

## Article V Grievance Procedure

### A. *Definition*

The word "grievance" as used in the Agreement shall mean a complaint by a certified teacher, group of certified teachers or the Association based upon an alleged violation, misinterpret or inequitable application of any existing agreements, contracts, policies, rules or regulations of the Lennox School District.

The term "certified teacher" is to mean any certified professional employee not classified as administrative personnel.

### B. *Principles*

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 certified teachers.

All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.

Nothing herein contained shall be construed as limiting the right of a certified teacher having problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the association at any time.

Any certified teacher or group of certified teachers has the right at any time to present any grievance to such persons or board through such channels as are hereby designated for that purpose.

All written and printed matter dealing with the processing of a grievance will be filed separately from the personnel files of the certified teacher and shall not be used in any evaluation or disciplinary action.

### C. *Informal Level*

If a certified teacher has a grievance, he/she shall meet with the immediate supervisor in an effort to resolve the problem informally within twenty (20) days of the incident.

### D. *Formal Level*

1. IMMEDIATE SUPERVISOR. If the grievance remains unresolved at the informal level, the grievant/association may present the grievance within twenty (20) working days to the immediate supervisor in writing. The immediate supervisor shall set a meeting date as soon as possible, but in any event, no later than **ten (10) working days** after the grievance has been filed. Within **ten (10) working days** after the meeting, the immediate supervisor shall serve a written decision and the reasons therefore upon the party and parties involved and the association.
2. SUPERINTENDENT OF SCHOOLS. If the grievance remains unresolved at the immediate supervisor level, the grievant may refer the grievance to the superintendent within **ten (10) working 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 **ten (10) working days** after receipt of said disposition. **Within ten (10) working days** after the meeting, the grievant/association shall be provided with the superintendent's written response, including the reasons for the decision.

3. SCHOOL BOARD. Within **ten (10) working days** after receipt of the above disposition, if the grievance remains unresolved, the grievant may appeal to the school board. The board shall hold a formal hearing within **fifteen (15) working days** and serve a written disposition of the matter on the party or parties and the LEA within **fifteen (15) working days** after the hearing.
4. DIVISION OF LABOR AND MANAGEMENT RELATIONS. If the grievance remains unresolved, the grievant may appeal in writing to the Division of Labor and Management Relations within thirty (30) working days of the date of the written board decision.

#### ***E. Time Limits***

Since it is important that grievances be processed as rapidly as possible, the number of working days indicated at each level should be considered at maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

In the event a grievance is filed at such a time that it cannot be processed by the end of the school year, the time limits set forth herein may be reduced, by mutual agreement, so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as is practical.

Unless mutually agreed, if the certified teacher fails to appeal within the time limits established, the grievance shall be considered void. Likewise, if the employer fails to respond within the time limits, the grievance shall be considered resolved based upon the requested remedy.

#### ***F. Class Grievance***

Class grievance involving one or more certified teacher or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association as provided in the FORMAL LEVEL of this article.

#### ***G. Representation***

Nothing in the Negotiated Agreement shall deny or restrict the grievant the right to have grievances adjusted with or without the involvement of the LEA at all levels provided that the adjustment of the grievance is not inconsistent with this Negotiated Agreement and provided that the LEA representative has been given an opportunity to be present at all levels, if requested by the grievant or the L. E. A.

#### ***H. Grievance Withdrawal***

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

***I. Days Defined***

The term "days" when used in this Article shall mean calendar days not including Saturdays, Sundays, legal holidays or summer breaks.

***J. Waiver of Steps***

In the event the requested remedy is beyond the power of the immediate supervisor to grant, the grievance may be filed initially with the superintendent as provided in the FORMAL LEVEL 2 of this Article.

*Referenced: Code 400.14 Staff Complaints and Grievances*

**Article VI Transfers**

***A. Professional Transfer Policy***

1. During the school year, the business office shall post a list of all existing certified teacher position openings within five (5) days after such positions become available.
2. A certified teacher who desires a transfer to the positions available should submit a written request to the contact person listed on the posting.
3. Position openings that occur during summer months shall be advertised according to the district's hiring policy. Certified teachers requesting a transfer to said positions shall provide a written request to the contact person listed on the posting.
4. Certified teachers who complete a personnel transfer request for possible openings in the summer will be notified if openings occur.
5. Criteria for approval of a certified teacher transfer request will be made upon the best interests of the school district as determined by the superintendent. Overall district seniority will be considered.

***B. Involuntary Transfer/Reassignment Policy***

1. In the determination of involuntary transfers and reassignments, the following criteria shall be considered:
  - a. Individual qualifications and experience
  - b. The requirements of the position to be filled and the best interests of the students of the school district.
  - c. Volunteers shall be considered for all positions where involuntary transfer might be made.
2. An involuntary transfer or reassignment shall be made only after a meeting between the certified teacher and the principal(s) involved. At this meeting the certified teacher shall be notified of the reason or reasons for the transfer or reassignment.

3. If, at this meeting, the certified teacher objects to the transfer or reassignment, the certified teacher may appeal in writing to the superintendent.
4. The superintendent or the superintendent's designated representative shall meet with the certified teacher to discuss an appeal to an involuntary transfer or reassignment. At the certified teacher's option, a representative of the association may be present at this meeting.
5. Certified teachers being involuntarily transferred or reassigned because of the realignment or redistribution of the school populations shall have preference over teachers seeking voluntary transfers or reassignments in regard to choice among those positions which are vacant.

*Reference: Code 401.12 Certified Employee Assignment and Transfer  
Addendum III Transfer/Reassignment Request Form*

## **Article VII Reduction in Force**

### ***A. Staff Reduction in Force Procedures***

When, in the sole, exclusive and final judgment of the board, upon the recommendation by the administration, a reduction in certified teachers is deemed necessary, the administration shall attempt to accomplish same by attrition if said attrition occurs before April 15. The education association shall be notified that a reduction in force may occur. The LEA's recommendations will be considered by the administration if received within fourteen (14) days of issuance of the notice.

In the event reduction in certified teachers cannot be adequately accomplished by attrition and given the necessity to hire and/or maintain the most competent and qualified certified teachers available, the following will be done:

1. Positions held by persons with less than full certification for their current teaching assignment (defined as a holder of an Authority to Act-a substitute or limited certificate) shall be deemed open if the position is desired, as set forth in writing, by a continuing-contracted certified teacher who has been notified that his/her position has been reduced.
2. In the event that a full-time and fully certified teacher's position is terminated due to staff reduction, the following criteria, not necessarily in order of priority, shall be utilized by the board of education or its designee to determine which certified teacher shall be reduced:
  - a. professional preparation
  - b. certification
  - c. administrative recommendation (i.e. evaluations, competency)
  - d. accreditation standards
  - e. community priorities as they relate to curriculum and extracurricular offerings
  - f. department/school/curriculum/student needs,

- g. years of experience in the Lennox School District
- h. experience in the area to be taught
- i. local, state and federal mandates

### ***B. Recall Policy***

1. If the administration is contemplating the layoff of any certified employee covered by this contract for the following year, the administration shall notify the certified employee pursuant to state law.
2. Any certified employee not rehired under this provision will be placed on a tentative certificated candidate list for a period of two (2) years. Entry on this list will ensure consideration for any position for which the former certified employee is qualified to teach.
3. A certified employee recalled shall have all benefits, to which he/she was entitled at the time of termination, restored effective on the date a new contract begins, following recall.
4. The certified employee will be placed at the salary level for the certified employee's position according to the certified employee's experience and education at the time his/her employment was terminated. No experience shall be allowed during the certified employee's termination because of reduction in force.
5. The above policy applies only to full-time certified teachers and former full-time certified teachers who have been reduced to part-time status at the direction of the board of education.

*Referenced: Code 401.17 Certified Staff Reduction in Force*

## **Article VIII Lennox District Evaluation of Teacher Performance**

The core purpose of teacher evaluation should be to strengthen the knowledge, skills, dispositions, and classroom practices of professional educators. This goal serves to promote student growth and learning while also inspiring great teachers to remain in the classroom. Comprehensive systems of continuous teacher education and professional growth help teachers master content, refine their teaching skills, critically analyze their own performance and their students' performance, and implement the changes needed to improve teaching and learning. Comprehensive performance assessment systems provide targeted support, assistance, and professional growth opportunities based on teachers' individual needs as well as the needs of their students, schools, and districts. The teacher evaluation process will also provide an effective means by which administrators can make recommendations concerning the continued employment of personnel to the board of education.

In accordance with South Dakota Codified Law and Administrative Rules, the performance standards to be used as a basis for evaluating teacher performance shall be aligned with the



Charlotte Danielson Framework. The evaluation requirements include that each teacher be assigned a professional practice rating; a student growth rating based on attainment of student learning objectives; assigned a summative effectiveness rating based on the combination of their professional practice rating and student growth rating; that it will be used to guide professional growth; and provides clear, timely, and useful feedback, including feedback that identifies needs and guides professional development. The summative effectiveness rating assigned to each certified teacher shall be in one of the following categories: Below Expectations, Meets Expectations, or Above Expectations.

At a minimum in accordance with this agreement, a certified teacher in years one through three will be formally evaluated at least once a semester, and a certified teacher in their fourth year and beyond will be formally evaluated at least once a year. Not more than ten (10) working days after the observation, the evaluator will hold a conference with the teacher to present the formal written evaluation, unless, a longer time period is extended by mutual consent of the teacher and evaluator. Each teacher shall have the right to attach a demurral statement to the signature page of the evaluation tool. The demurral statement must be attached to the evaluation with twenty (20) working days of the post-observation/annual conference unless the time period is extended by mutual consent of the teacher and the evaluator.

Each certified teacher will be required to write a Student Learning Objective (SLO) which will target a goal(s) of student growth. The Student Learning Objective will reflect a rigorous, yet realistic expectation of student growth that can be achieved during the instructional period; be written by the teacher and approved by the evaluator; and include district, school, or teacher developed and/or adopted assessments. The SLO shall be submitted by October 1; on or before January 31 a midterm conference will be held to discuss progress towards the SLO; and the results of the SLO attainment will be reported to evaluator by the end of the school year.

If determined by the evaluator that a certified teacher in their fourth year and beyond need a Plan of Assistance, such plan shall consist of: a list of the deficiencies; a list of specific objectives or outcomes that the teacher will be expected to carry out to affect the required improvements; a commitment by the teacher to specific positive actions to be taken to correct the deficiencies; a specific description of the types of assistance to be offered by the evaluator; and a timeline for the completion of the plan of assistance.

The educator's personnel file will be kept in the district central office and will contain business office information, correspondence and a copy of each evaluation. The file will be in the custody of the superintendent. The educator may review the file at any time during office hours. An association representative may accompany the educator or someone designated by the educator in such a review and may obtain copies of any material in the file. No materials derogatory to the educator's conduct, service, character, personality or performance shall be placed in the educator's personnel file unless the educator has had the opportunity to read the material. The materials shall be signed and dated by the teacher indicating he/she has read them.

*Reference: Code 401.11 Certified Employee Evaluation  
Addendum IV Plan of Assistance*

## **Article IX Duty Free Lunch**

A duty free lunch period of at least twenty-five (25) minutes may be offered to each certified teacher.

## **Article X Violence Policy**

Any employee injured as the result of violent acts related to any school situation shall be provided salary, benefits for one calendar year and medical costs as per the school district's insurance policy guidelines. No deductions from accumulated leaves will be made.

## **Article XI Issuance of Paychecks**

All certified teachers paid over a twelve (12) month period shall be paid on the twentieth (20<sup>th</sup>) of the month beginning in September and ending in August. Certified teachers paid over a ten (10) month period shall be paid on the twentieth (20<sup>th</sup>) of the month beginning in September and ending in June. In the event that the twentieth (20<sup>th</sup>) day falls on a weekend or bank holiday, paychecks shall be issued on the Friday preceding the weekend or holiday.

## **Article XII Dues**

Certified teachers may elect to have Association dues (NEA/SDEA/LEA/Political Action) payroll deducted. **Notification for deduction can be made two times a year, either by September 10 or by February 10 to the business office; or, within fifteen (15) days of their first day of employment.**

## **Article XIII Early Retirement**

1. All certified teachers employed with the Lennox School District 41-4 as of school year 2015-2016 will remain eligible for the district's Early Retirement Plan per the provisions listed below. Any voluntary separation of service from the Lennox School District after school year 2015-2016 and prior to attaining the age requirements and other provisions of the Early Retirement Plan will disqualify these same certified teachers from the Early Retirement Plan. All certified teachers employed after school year 2015-2016 will not be eligible for the Early Retirement Plan.
2. Any certified teacher who is in or beyond the certified teacher's fifteenth (15) year of continuous employment in Lennox School District 41-4 immediately prior to entering the program and who has attained the minimum age of fifty-four (54) years on or before June 30 of any school year may elect for the early retirement benefit. Certified teachers electing early retirement shall receive a cash benefit in accordance with the following schedule based on the age of the certified teacher.

### EARLY RETIREMENT BENEFIT

<u>Age on June 30</u>	<u>Percentage of Number of Semi-</u>	<u>Installments</u>
-----------------------	--------------------------------------	---------------------

Annual Salary Payable.

54-61

80%

6

3. The benefit paid to each certified teacher shall be in accordance with the certified teacher's final salary with the district, excluding extra duty pay or extended pay. The benefit shall be payable in six (6) equal semi-annual installments. The first installment shall be after July 1 immediately following retirement, with subsequent payments every six (6) months thereafter. These payments will be made into an Employer Sponsored Non-Erisa 403(b).
4. In order to qualify for early retirement benefits, the certified teacher shall notify the superintendent in writing of his/her intention to retire not later than February 1 of the year in which retirement shall occur. The applicant shall be notified of the decision of such application within thirty (30) days or no later than March 1 of the year in which retirement shall occur. Early retirement must coincide with the end of the school term.
5. In the event a certified teacher entitled to a benefit shall die while all or part of such benefit remains unpaid, such unpaid benefit or part thereof shall be paid in accordance with subsection two (2) aforementioned, to the beneficiary designated in writing by the certified teacher on a form prescribed by the school business office. In the event that no beneficiary exists said unpaid benefit shall be paid to the estate of the deceased.
6. Any certified teacher electing early retirement may continue participation in the school district's group health and dental insurance program according to the rules and regulations established by the district's insurance carrier. Such participation may continue until age sixty-five (65). The certified teacher selecting early retirement must pay one hundred percent (100%) of the premium for single or family coverage. The school will not contribute to the payment of health or dental insurance premiums nor annuities for retired certified teachers. Said insurance premium payments to be paid by the certified teacher shall be done in accordance with the rule promulgated by the school district and/or the insurance carrier.
7. Early retirement benefits will not be paid to any person who has retired prior to the 1989-90 school year.
8. No more than two percent (2%) of the school's budget for instructional salaries can be withdrawn in any one (1) year from the early retirement fund. If the number of applicants who apply for early retirement reflect more than two percent (2%) of the district's general fund budget for instructional salaries; the certified teacher(s) who applied last, as established by their dated application, shall be the first to be denied the opportunity to retire early.
9. A signed agreement between the Board of Education, Lennox School District 41-4 and the retiree shall be consummated.

*Reference: Addendum V Application for Early Retirement*

## **Article XIV Job Sharing**

Job sharing may be proposed by certified teachers of the school district by filing a detailed plan prior to March 1<sup>st</sup>. The job sharing plan must be approved by the principal and the superintendent. Certified teachers sharing a position shall be granted the same rights and privileges as other part-time teachers with salary and benefits paid in proportion to the amount of time taught. The full position must exist within one building, and only one team is allowed per primary/elementary (PreK-5, middle (6-8) and high school (9-12). Certified teachers in the specialties area (i.e., speech, Title I, music, special education, etc.) may also apply. These applications will be handled in the same manner as regular classroom teacher applications. The positions must be shared daily or on alternate days of the week, whatever is deemed in the best interests of students.

Job Sharing Teachers will be issued (one hundred eighty) (180) day contracts with the FTE determined by the amount of time they will be teaching during the job sharing school year. All accumulated leave and additional leave provided will be converted to the determined FTE. All other benefits will be paid in proportion to their determined FTE.

For example: A one hundred eighty (180) day .5 FTE contract would be issued to a teacher who was teaching half (1/2) time. A .5 FTE teacher with forty (40) days accumulated sick leave will have forty (40) .5 FTE sick days at the start of their job sharing school year. The additional ten (10) days granted for sick leave will be ten (10) - .5 FTE sick days and personal leave will be two (2) - .5 FTE personal days. If a .5 FTE teacher chooses to work ninety (90) whole days instead of 180 - .5 days to fulfill their contract, each of the ninety (90) days will be considered two (2) work days or two (2) leave days if a form of leave is being used.

A .5 FTE teacher would receive half (½) of the Board share of health and dental insurance each month.

Certified teachers wishing to leave job sharing and return to a full-time position must notify the superintendent in writing prior to May 1. This request should only be submitted if a full-time position is available in the district. If, for any reason, a job sharing position loses one of the participants during the year, the other teacher will assume a full-time position. Certified teachers in job sharing will not lose previously earned seniority. Upon returning to full-time status all leave and benefits will also revert back to full-time status. This can include teachers that are on the Lennox School District's substitute list.

Please follow steps 1-4 listed below for processing job sharing applications. The application can be denied or rejected at any time during the application process by the principal, superintendent or board of education:

1. Certified Teachers - Complete the application form and give to your immediate supervisor no later than March 1 of the year preceding the request of job sharing.

2. Principal - Review the application, note comments, and, if approved sign, and forward to the superintendent.
3. Superintendent - Review the application, note comments, and, if approved, sign and forward to the school board for their approval no later than the April school board meeting.
4. School Board - Act on the request for job sharing and forward to the business office. Notify certified teachers involved.

*Reference: Addendum VII Application for Job Sharing*

**Certified Staff Advancement on Salary Schedule  
Request Form**

Name: \_\_\_\_\_ Grade (circle one) K-8 or 9-12

School Site: \_\_\_\_\_ Subject: \_\_\_\_\_ (for 6-12)

Course(s) List course(s) by course name	Credit(s) Indicate number of credits	Relates to Teaching Assignment	
		Directly	Indirectly

I request to move from \_\_\_\_\_ to \_\_\_\_\_ upon completion of last course listed above.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Certified teacher's signature)

**NOTE: Verification of completion (original transcripts) must be in superintendent's office by September 10.**

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Superintendent's signature)

**NOTE: If enrolled in an approved Masters program, please attach the approved course listing provided by the college or university and the teacher will automatically have an approved course listing for advancement.**

Authorized to be moved to the following salary step: \_\_\_\_\_

**NOTE: A new form is necessary for each horizontal movement of twelve (12) hours on the salary schedule.**

**Form reference: Negotiated Agreement-Advancement on Salary Schedule Lane Changes**

**LENNOX SCHOOL DISTRICT 41-4  
APPLICATION FOR SICK LEAVE ASSISTANCE**

To: Sick Leave Assistance Committee

From: \_\_\_\_\_ (employee)

I hereby request \_\_\_\_\_ days from the Sick Leave Assistance Program.

A statement from my doctor is attached.

Employee Signature \_\_\_\_\_

Date of Application \_\_\_\_\_

\*\*\*\*\*

The request of \_\_\_\_\_ (employee) for days to be drawn from the Sick Leave Assistance Program was:

\_\_\_\_ Granted

\_\_\_\_ Denied

Dated \_\_\_\_\_ this day of \_\_\_\_\_ 20\_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_

Teacher Representatives \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LENNOX SCHOOL DISTRICT 41-4  
TRANSFER/REASSIGNMENT REQUEST FORM**

Name of Certified Teacher \_\_\_\_\_

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

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

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

Present School \_\_\_\_\_

Assignment (s)

Requested \_\_\_\_\_

Reason (s) for Request \_\_\_\_\_

\_\_\_\_\_

Certified Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

(1) Building \_\_\_\_\_ Grade \_\_\_\_\_ Subject \_\_\_\_\_

(2) Building \_\_\_\_\_ Grade \_\_\_\_\_ Subject \_\_\_\_\_

(3) Building \_\_\_\_\_ Grade \_\_\_\_\_ Subject \_\_\_\_\_

Are you fully certified for the new subject/grade area? \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Uncertain

Reason(s) for Approval/Denial

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Current School Site Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

Requested School Site Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_



**EVALUATION – PLAN OF ASSISTANCE**

Date \_\_\_\_\_

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I. BACKGROUND INFORMATION

Teacher's Name \_\_\_\_\_

Teaching Assignment \_\_\_\_\_ School

\_\_\_\_\_

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II. STATEMENT OF DEFICIENCY

OBJECTIVES AND OUTCOMES OF THE PROGRAM TO BE FOLLOWED

III ASSISTANCE TO BE OFFERED

IV TIME LINE FOR COMPLETION

V FINAL EVALUATION

**LENNOX SCHOOL DISTRICT 41-4  
EARLY RETIREMENT DESIGNATION OF BENEFICIARY**

This designation may be changed at any time. A new designation should be filed if you become married or divorced, or if your spouse or other beneficiary dies. This designation revokes any prior designation.

I understand that the payment option I have selected cannot at any time be altered.

I also understand that it is my duty to inform the district business office of any change of address of my beneficiary or me.

---

PRIMARY BENEFICIARY (IES) (WILL SHARE EQUALLY IF MORE THAN ONE LISTED)

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_ Zip Code \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_ Zip Code \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_ Zip Code \_\_\_\_\_

---

CONTINGENT BENEFICIARY (IES)  
(Benefit will be paid to the Beneficiary or Beneficiaries if no Primary Beneficiary survives)

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_ Zip Code \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_ Zip Code \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_ Zip Code \_\_\_\_\_

Applicant signature \_\_\_\_\_ Date \_\_\_\_\_

**LENNOX SCHOOL DISTRICT  
APPLICATION FOR EARLY RETIREMENT PAY OPTION**

To be completed and sent to the Business Office along with the completed Early Retirement Designation of Beneficiary form.

Date \_\_\_\_\_

Name (Last, First, Middle) \_\_\_\_\_

Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Age as of June 30, 20\_\_ / Age \_\_\_\_\_

Years of Service \_\_\_\_\_

In accordance with Board Policy, I hereby stipulate that I have resigned from my staff position effective \_\_\_\_\_ for purposes of early retirement. Therefore, I request that the early retirement cash benefit in the amount of \$ \_\_\_\_\_ be granted and paid to me in \_\_\_\_\_ equal installment(s).

Furthermore, I request that the first installment be made to me on or about July 20, 20\_\_; the second on or about January 20, 20\_\_.

\_\_\_\_\_ Under conditions of the Board Policy for early retirement, I hereby request continued participation in the Group Insurance Plan until such time I notify the Business Office of cancellation or am no longer eligible for membership as outlined in the Group Insurance Plan. It is understood that all insurance premiums will be the responsibility of the insured.

\_\_\_\_\_ I do not wish to continue participation in the Group Insurance Plan upon early retirement. I have read the attached early retirement policy of the Lennox School District 41-4 and agree to abide by rules established herein.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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TO BE COMPLETED BY THE BUSINESS OFFICE

Payment Computation

Number of Payments	Date of Payments	Amount of Payments
1 <sup>st</sup>	_____	\$ _____
2 <sup>nd</sup>	_____	\$ _____
3 <sup>rd</sup>	_____	\$ _____
4 <sup>th</sup>	_____	\$ _____
5 <sup>th</sup>	_____	\$ _____
6 <sup>th</sup>	_____	\$ _____

Superintendent \_\_\_\_\_ Date \_\_\_\_\_

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

**LENNOX SCHOOL DISTRICT  
APPLICATION FOR JOB SHARING  
Request Form**

Teacher (1) \_\_\_\_\_

School \_\_\_\_\_

Assignment \_\_\_\_\_

Teacher (2) \_\_\_\_\_

School \_\_\_\_\_

Assignment \_\_\_\_\_

ATTACH EXPLANATION SHEETS AS NEEDED TO ANSWER SECTIONS BELOW.

**SECTION I**

Briefly describe points of teacher compatibility.

**SECTION II**

Please address sharing of teacher tasks

1. Methods of accomplishing this division-(please include tentative schedule)

**SECTION III**

How will the following be addressed?

- |                             |                       |
|-----------------------------|-----------------------|
| 1. Faculty meetings         | 8. IEP meetings       |
| 2. Report cards             | 9. Concerts           |
| 3. Parent conferences       | 10. Teacher Aide time |
| 4. Parties                  | 11. Recess/Bus duty   |
| 5. Field trips              | 12. Bulletin boards   |
| 6. Open house               | 13. Lesson plans      |
| 7. First/Last day of school |                       |

**SECTION IV**

How will you establish regular communications with principals, parents and other staff?

SECTION V

Acknowledgement of proposed Job Share Plan

Teacher (1) Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher (2) Signature \_\_\_\_\_ Date \_\_\_\_\_

SECTION VI

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments:

Superintendent Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments:

School Board President Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments:

**10 MONTH VS 12 MONTH COMPENSATION ELECTION AND  
CONTRACT PAYMENT DATE UNIFICATION**

All certified staff may elect to be paid over either a 10 month period beginning in September and ending in June of a school year, or a 12 month period beginning in September and ending in August of a school year. Pay date will be the 20<sup>th</sup> day of each calendar month or on the Friday proceeding if the 20<sup>th</sup> falls on a weekend.

Any and all elections for 10 month or 12 month pay options must be received in writing from each certified staff member to the School District Business Office at 305 W 5<sup>th</sup> Ave., Lennox, South Dakota no later than the last business day for the district business office up to noon on June 30, 2018, for the 2018-2019 school year. In the event a certified staff member does not make an election on or before June 30, 2018, said certified staff member will be paid over a 12 month period for the 2018-2019 school year and successive school years until an election is timely made. Any subsequent change in election must be received no later than June 30<sup>th</sup> of the calendar year prior to that in which the next school year begins. Once an election is made for a specific school year, it will remain irrevocable until a timely election is received for a subsequent school year.

The following form is all that is required to effectuate the election:

**COMPENSATION ELECTION**

I, \_\_\_\_\_, hereby elect to receive my contract compensation for the 2018-2019 school year over the following time period:

10 Month

12 Month

This shall remain irrevocable until a timely election is received for a subsequent school year on this \_\_\_\_\_ day of \_\_\_\_\_ according to the policy.

\_\_\_\_\_  
Employee Signature