

Todd County Education Association (TCEA) AGREEMENT

2021 - 2022

Todd County Board of Education
and the
Todd County Education Association

Approved:
by TCEA
and by Todd County School Board

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PREAMBLE

The parties to this agreement, the Todd County Board of Education (the Board) and the Todd County Education Association (the Association) firmly believe that a quality education is a fundamental right of every child, that all children can learn and that the Board and the Association have the joint responsibility to preserve and foster the right of all students to succeed. We enthusiastically share a commitment and a responsibility to provide an excellent education for all students in the Todd County School District.

ARTICLE I - PURPOSE

Section 1 - Parties: This Agreement, entered into between the employer, School Board of Todd County School District 66-1, hereinafter referred to as the School Board, and the Todd County Education Association, the employee hereinafter referred to as exclusive representative, pursuant to and in compliance with SDCL 3-18-1 thru 3-18-17 to provide for the terms of rate of pay, wages, hours of employment, or other conditions of employment for teachers during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 - Recognition: In accordance with SDCL 3-18-2 and 3-18-5 the School Board recognizes the Todd County Education Association as the exclusive representative of teachers as prescribed in SDCL 3-18-2 and employed by the School Board, whose exclusive representative shall have those rights and duties as prescribed by SDCL 3-18-2 and 3-18-3.

ARTICLE III - DEFINITIONS

Section 1 - Terms and Conditions of Employment: Shall mean those matters in respect to rates of pay, wages, hours of employment, or other conditions of employment. (SDCL 3-18-3).

Section 2 - Teacher: Shall mean all persons employed by the School Board as certified teachers.

Section 3 - Daily Rate of Pay: Daily rate of pay shall be 1 / the number of days in the basic contract plus any additional contracted days (i.e. extended days for summer employment) per day of the total contract amount.

Section 4 - Calendar Day: A calendar day is defined as a working day.

ARTICLE IV - TEACHER AND ASSOCIATION RIGHTS

Section 1 - Transaction of Official Association Business: Representatives of the Association will be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with nor interrupt normal school operations.

The request for use of the building in question shall be forwarded to the building principal in advance of the time and place of all such meetings and/or activities.

The Association may use school equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

Section 2 - Review of Personnel File:

(1) Each teacher, upon request, may review the contents of his/her personnel files excluding credential packets and data supplied by universities and other employers that are of a confidential nature. A representative of the Association may, upon request from the teacher, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items:

- a. All teacher evaluation reports and recommendations;
- b. Official transcript(s) of academic records to be supplied by the teacher;
- c. Evidence of certification to be supplied by the teacher; and

(2) No documentary material related to an employee's conduct, performance, character or personality will be placed in the personnel file unless the employee has received a copy of the document(s). The employee shall acknowledge that he/she has received a copy of the document(s) by affixing his/her dated signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Failure by the teacher to sign and date acknowledgment of receipt in the presence of an administrator and witness, documented

by the administrator and a witness, shall constitute a waiver by the teacher of his/her right to sign the acknowledgment. The employee shall also have the right within ten school days to submit a written answer to such material which shall be reviewed, signed and dated by the immediate supervisor or his/her designee and attached to the file copy(ies).

(3) A teacher to be investigated and/or reprimanded, or disciplined in writing has the right to third party representation of their choice at any point during any investigative interview. If the teacher requests such representation, the Association shall provide the same as soon as possible, but in no case longer than two (2) working days. If a teacher is being interviewed regarding the activities of another teacher in a disciplinary matter, the teacher being interviewed may request that an Association representative be present.

Section 3 - Building Accessibility: When school is not in session, each teacher shall be given access to the building at reasonable times by arranging such access in advance with the building principal.

ARTICLE V - OPENING NEGOTIATIONS

The Todd County Board of Education (hereinafter referred to as the "Board") and the Todd County Education Association (hereinafter referred to as the "Association") hereby enter into the following agreements regarding negotiations.

Section 1 - Opening Negotiations: Upon request of either party to open negotiations, a mutually acceptable meeting date shall be set not more than thirty days following the request. Areas of concern and/or concepts and specific proposals shall be in writing and made available to the other side not later than at the time of the first negotiations session. No additional proposals may be presented (except for counter proposals, clarification, etc.) later than the first meeting unless the parties mutually agree to negotiate the items. Meetings shall be held at times and places mutually agreed to and shall not exceed three hours unless mutually agreed upon.

Section 2 - Team Membership: Each team shall consist of no more than three members, unless the parties mutually agree. Either team may use resource persons for making a presentation on a specific topic.

Section 3 - Ground Rules: At the first meeting ground rules shall be established. Ground rules to be addressed may include but are not limited to open versus closed sessions, length of bargaining sessions, press releases, release of information and the presence of observers.

Section 4 - Agreements: When an agreement is reached by the parties, it shall then be reduced to writing and submitted for consideration by the Board and the members of the Association. If ratified by the Association and the Board, it shall be entered into the official Minutes of the Board and thereupon constitute a revision of school district policies.

A copy of the agreement will be made available on the Todd County School District website.

ARTICLE VI - HOURS OF SERVICE

Section 1 - Basic Day: The normal teacher's day inclusive of lunch shall be eight (8) hours.

Section 2 - Building Hours: The normal building hours for teachers will be 8:00 a.m. to 4:00 p.m. provided the teacher(s) is/are not required to be there due to staff meetings, IEP meetings, parent nights and other similar responsibilities such as TAT or when an administrator needs to meet with a parent and/or student and teacher. The specific hours at any individual building may vary according to the needs of the education program of the school district.

Section 3 - Additional Activities: Teachers who participate in Central Office approved trainings, activities or assigned committee meetings that occur outside the normal work day will be paid a flat rate of \$30.00 per hour as long as federal funds are allowable and available through the appropriate funding sources. This excludes parent meetings regarding students and parent teacher conferences that are already included in the calendar.

The business manager and superintendent will determine if funds are available. The \$30.00 per hour payment may be reduced or eliminated, depending on fund availability. Decision to reduce or eliminate this amount is not eligible for the grievance process.

ES/MS/HS - Reimbursement for loss of planning time as a result of the absence of another teacher shall be provided at the rate of \$30.00 per planning period lost during the school year. Reimbursement for loss of plan period shall be at end of each quarter.

Section 4 - Deteriorated Working Conditions/Inclement Weather: Any time school is dismissed before school starts due to deteriorated working conditions or inclement weather, teachers shall not be required to report to their duty stations. Any time the beginning of school

is delayed due to deteriorated working conditions or inclement weather, teachers are expected to report to their duty stations 30 minutes before classes begin. If the teacher cannot report at the designated time, he/she is to contact the principal/head teacher and report to his/her duty station as soon as the trip can be safely made. When school is dismissed early due to deteriorated working conditions or inclement weather, certified staff will be allowed to leave after the last student departs. The determination of deteriorated working conditions or inclement weather is a judgement decision and will be made by the Superintendent. This decision is not subject to complaint or grievance. Should certified staff be needed to supervise students, a rotating duty schedule will be established.

Section 5 - Collaborative and Planning Time: The School Board and TCEA agree that an important consideration in school improvement is the wise allocation of time to both direct instruction of students and to professional activities such as enhancing curriculum, learning new instructional strategies, and analyzing student data.

Such professional activities require flexible configurations - teams, partners, and individuals.

Each school will submit, as part of their schedule, weekly allocations of Collaborative and Planning Time. The specific allocation of this time (whether team, partner, or individual based) will be determined in partnership with the Administrator, Building Leadership Team, and Collaborative Work Groups.

ARTICLE VII – LENGTH OF SCHOOL YEAR

Section 1 - Contractual “Duty” Days: Contractual “duty” days are those as determined by the school calendar when the certified staff are fulfilling professional responsibilities. The calendar and the hiring guide for the compensation for those contracted “duty” days are based upon there being 184 duty days for teachers having previously taught in the District and 188 for teachers beginning their employment within the District. As any changes for the 184 days for returning teachers and 188 for new teachers through either an increase or decrease in “duty” days affects the issue of teacher compensation through the hiring guide, any change from the 184 and 188 will necessitate negotiations with respect to the hiring guide as the number of days for which teachers are to be employed and compensated directly affects the teachers’ rate of pay. Extension of any individual contract for summer employment will qualify that individual only for additional pay and not for other benefits.

ARTICLE VIII - LEAVES AND ABSENCES

Section 1 - Personal Time Off (PTO):

(1) At the beginning of each school year, all full-time teachers will be credited with twelve (12) days of Personal Time Off (PTO) for the year. Teachers on less than a full-time contract shall have PTO equal to the percentage of time for which contracted in proportion to a full time contract. Teachers on extended contracts shall have PTO added at the rate of $[12/\text{contract days}] \times [\text{additional days}]$. In order to be eligible for the yearly PTO allowance, the new or returning teacher in the District must have completed at least one day of teaching service providing educational services to students in the classroom, except instructional coaches. Should a new teacher not complete at least one day of teaching service, the new teacher has the option of taking unpaid leave and shall be entitled to the yearly PTO allowance after completing at least one day of teaching service. Should a returning teacher not complete at least one day of teaching service, the returning teacher may use accumulated leave during the period of absence. If the teacher has no accumulated leave the teacher has the option of taking the first two scheduled days of service as days of unpaid leave and/or paid leave days and the teacher shall on the third scheduled day of service (if the teacher did not work on the first two days) be entitled to the yearly PTO allowance provided a physician certifies that the person is medically unable to be at work on the third scheduled day of service.

If the employee is eligible for Family Medical Leave Act Leave, paid leave days taken are required to be applied against the number of days to which the employee is entitled pursuant to the Family Medical Leave Act. The teacher shall make the election to take paid leave for FMLA leave purposes or unpaid FMLA leave at the commencement of the leave and shall notify the business office of the election. In no instance shall the teacher be entitled to more leave days than that afforded through accumulated paid leave or the twelve (12) weeks of FMLA leave, whichever is greater, for FMLA qualifying reasons.

(2) Commencing with the 1994-95 school year, all teachers beginning their employment within the District may accumulate unused sick leave to a maximum credit of ninety (90) days. All teachers employed within the District during the 1993-94 school year may accumulate up to one hundred ten (110) days. Each employee shall be notified at the beginning of his/her contract year as to how many accumulated days of leave he/she has to his/her credit.

(3) Holidays occurring during excused PTO absences will not be considered deductible from PTO.

(4) PTO Buy Back: PTO Buy Back: The district shall pay \$50.00 per day, up to a maximum of 100 days, for unused PTO leave when a teacher resigns his/her position. In addition, for any teacher who has more than the maximum carry-over PTO days at the end of the school year, the district shall pay the teacher’s daily rate per day that is over the maximum carry-over, up to a maximum of five (5) days.

(5) Sick Leave Bank (Voluntary): Teachers are eligible to participate in the Sick Leave Bank.

(6) Requests for PTO must be made at least 3 days in advance of the day(s) requested unless it's for an illness or other emergency, and then the leave request must be submitted upon the employee's return. PTO will not be granted on the days preceding or following holidays or on In-service days unless it is for illness or other emergency and approved by the Supervisor/Building Administrator.

(7) Failure to submit PTO leave requests in accordance with the timelines may result in non-approval of the leave or approval as Leave Without Pay. If the leave is taken and not approved, additional disciplinary action may occur, including LWOP for the time missed and additional suspension without pay.

(8) No more than 3 consecutive days of PTO may be taken without the express written consent and authorization of the superintendent. Exceptions to this requirement are sub paragraph 3 above and funeral/bereavement leave.

Section 2 - District Growth Leave: There will be instances when school administration deems it beneficial to the Todd County School District that full time teacher's attendance at conferences/ workshops is necessary either as participants or presenters. If the staff member is a speaker or presenter in this instance, any remuneration above expenses and daily rate of pay may be kept by the employee.

Section 3 - Sabbatical Leave:

(1) All teachers shall be eligible for one (1) year study leave within their general preparation area after completing no less than five (5) years of professional service, three (3) of which must be in the Todd County School District. Approval by the Board of Education is required. The following year the teacher must return to the Todd County School System and render at least two (2) consecutive years of satisfactory service.

(2) Further considerations:

- a. Only two (2) staff members may be granted sabbatical leave during any one year period.
- b. Application for sabbatical leave shall be presented to the teacher-administration liaison committee for initial screening not later than the 3rd Monday in February and a recommendation then made from the committee to the Superintendent for final approval by the 3rd Monday in March.
- c. Horizontal movement will be allowed as earned. All fringe benefits available to regular teachers shall also be available to teachers on sabbatical leave.
- d. If the teacher fails to fulfill the contractual obligation on his/her own accord the liquidated damages provision (Article XIII, Section 5) shall be applicable. No liquidated damages, however, shall be required for the second year after return from sabbatical if the teacher resigns his/her position during the period when contracts are due as stated on the contract for the following year.
- e. District housing of a comparable size and quality will be made available to the teacher upon his/her return if they did occupy District housing at the beginning of the sabbatical leave. However, no current employee will be required to vacate housing to make housing available. The first available housing will be assigned.

Section 4 - Permissive Leave:

- (1) All teachers shall be allowed permissive leave at the discretion of the Superintendent.
- (2) Permissive leave shall be defined as leave for reasons not covered in any of the above policies.
- (3) Permissive leave shall be docked at full pay based on the daily rate of pay.
- (4) Denial by the Superintendent of a request for permissive leave shall not be subject to a grievance.

Section 5 - Civic Duty Leave:

(1) Court & Jury Duty: Any school employee who is called to serve on court and jury duty or subpoenaed as a witness in a school related court case will be granted time and paid at his/her daily rate during the absence provided the employee assigns to the District all compensation received for such duty, except that granted for mileage, room and other expenses which are not a part of the daily wage. This assignment shall be necessary only for those days the employee would be absent from work during his/her contract period.

(2) Election Board Duty: To be treated the same as court and jury duty.

(3) Political Leave:

- a. All full-time regular teachers shall be allowed political leave at the discretion of the superintendent if there is a qualified substitute available and if the absence of the employee would not seriously hinder the on-going program of the school.
- b. Political leave shall be defined as leave that would occur when an employee of a school district is elected to a public office which would meet during a part of the school year. EXAMPLE: State Legislature, Tribal Council.
- c. Political leave shall be unpaid leave and no salary or other benefits.

Section 6 - Leave Without Pay: The employee shall be on leave without pay when an employee does not report to work while school is in session and the cause does not legitimately fall under another leave category. Reasons for this may be because of inclement weather, car trouble, being away from the district, etc. Nothing within this provision precludes an employee from being subject to discipline (in addition to loss of pay) when the reason for the employee's absence is not a legitimate reason (such as inclement weather or car trouble, etc.).

Section 7 - Leave of Absence:

(1) A leave of absence of up to two (2) years may be granted without pay and benefits (i.e. district paid insurance, etc.) to any teacher upon application for the purpose of pregnancy related disabilities extending beyond the birth of a child/children, child rearing, child adoption, serving as an association officer, or foreign or military teaching programs.

(2) A teacher who is unable to teach because of personal illness or disability and who has exhausted all accumulated paid sick leave available may be granted, upon request, an additional leave of absence without pay or benefits for the duration of such illness or disability up to one (1) year. Denial of a leave of absence pursuant to this provision (Section 11(2)) shall not be subject to the grievance procedure.

(3) The Administration shall make a reasonable effort to return a teacher who has been on an extended leave of absence to the same or comparable position, if one exists, or any other position mutually agreed to by the employee and administration. There is no guarantee that any teacher can be returned to an employment position within the Todd County School District or to a specific building, grade level, or special assignment at the conclusion of a period exceeding one semester in length.

(4) The Board shall not be obligated to reemploy any teacher returning from an approved leave of absence at the beginning of a school year or at mid-year of a school year at the conclusion of a leave of absence granted pursuant to this section.

(5) All requests for leave of absence will be applied for and granted or denied in writing. The teacher must apply for the leave at least forty (40) days prior to its commencement, except in cases of emergency or urgency.

(6) The teacher must notify the Board in writing of his/her intention to return from such leave or file a request for renewal for such leave on December 1st, or March 1st, whichever date falls in the last semester of the leave. This requirement will be stated on the leave form. Failure to comply with this notification shall constitute voluntary teacher resignation from Board employment. Exceptions to this procedure may be made by the board in cases of emergency.

(7) No benefits will accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave, the teacher's unused sick leave benefits, seniority and salary increments which had been accumulated at the time the leave commenced will be returned to her/him.

Section 8 - Military Duty Leave: Any personnel called to serve for Military Reserves, National Guard, etc. for temporary duty or training, shall be granted time off without pay.

Section 9 - Association Leave: Representatives of the local association may be granted leave during the school day or during the school year to conduct official association business, provided such business cannot be conducted outside the student school day. Unless the employee's attendance is required by the Board or administration, the leave shall be either unpaid leave, or deducted from PTO at the employee's option. The Association will pay the cost of the substitute pay or supplemental aide pay- for days missed for conferences, training.

ARTICLE IX - EVALUATION POLICY

The evaluation policy that will be utilized by the Todd County School District is the Charlotte Danielson Framework for Teaching.

Section 1 - Philosophy: The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both novice and experienced employees for the purpose of improving teaching and student learning. Therefore, to this end, the following procedures are being implemented to accomplish these goals.

During the first week of school, the principal/director shall orient all new employees regarding evaluative procedures and instruments. (Appendix F). The employee's immediate supervisor shall conduct the evaluation unless the Superintendent assigns another administrator to conduct the evaluation.

Nothing within the evaluation procedure prohibits or limits the right of an administrator to place a teacher on a plan of assistance at any time should in the opinion of the administrator there be a need to do so in order that a teacher is notified of administrator concerns regarding teacher performance and desired improvement.

Section 2 - Evaluation Procedures: The effectiveness of all Todd County School District teachers will be evaluated using multiple measures based on both professional performance and student growth. The particular steps, provisions and requirements shall be amended to comply with the regulations issued by the South Dakota Department of Education whenever such regulations are issued.

The Board and Association agree that implementing a professional evaluation system and providing teachers with evidence-based feedback requires all participants in the process to comply with the requirements outlined in the South Dakota Teacher Effectiveness Handbook published by the SD Department of Education dated February, 2015, as amended. This handbook will supplement master agreement language when the master agreement is silent on an issue, but the master agreement shall take precedent in all other cases, or when the two documents contradict one another.

The District has adopted all 22 Components of the Charlotte Danielson Framework for Teaching, however they may not all be evaluated each year. A minimum of one component from each of the 4 domains will be determined collaboratively between administration and certified staff.

(1) Each teacher will receive a minimum of one walkthrough observation the first semester and one walkthrough observation the second semester. Both will be documented with date/time and if requested, feedback to the teacher about what was observed/noticed from the walkthrough observations.

(2) Guidance Counselors will be evaluated using the Guidance Counselor evaluation tool (see Appendix G) and will not receive walkthrough evaluations.

(3) Each teacher will receive one formal classroom lesson observation per school year. All teachers will receive a classroom lesson observation.

(4) Special Education teachers will receive one IEP meeting observation or classroom lesson observation per school year.

(5) Each teacher will set an assessment growth goal, as designated by the building principal.

(6) Each teacher will meet with the administrator in a post lesson observation conference to discuss the walkthrough observation data and the classroom lesson observation.

(7) Teachers in their first three years of employment in the Todd County School District will be evaluated each year with a Summative Effectiveness Rating assigned. Data from the walkthroughs, formal classroom lesson observation and progress on the SLO will form the basis for this rating.

(8) Teachers in their fourth and subsequent years will be evaluated with a Summative Effectiveness Rating every other year, unless the administrator deems the teacher in need of a Summative Evaluation Rating every year. Walkthrough observations and classroom lesson observation may yield concerns/deficiencies that necessitate an experienced teacher to be evaluated every year.

Best practice would support a maximum of three days between each of the phases of the observation. Particularly in the case of the pre-observation conferences and the observation. If the timeframe is much longer than that, a teacher's plans may have to change. Similarly, following an observed lesson, it is important to conduct the conference while the events of the lesson are still relatively fresh in the minds of both people. However, it should not feel rushed. The post observation conference will be held within five (5) school days or based on the agreeable timeline by both the observer and the teacher, but no more than 10 school days after the observation.

A copy of the evaluation will be signed by the employee and the administrator conducting the evaluation and will be given to the employee after the conference. No employee will be required to sign a blank or incomplete evaluation form. Such employee signature does not imply agreement with the contents. In the event that the employee feels the evaluation or plan of assistance was incomplete or unjust, the employee may file the objections in writing at the conference and have them attached to the evaluation report placed in the personnel file(s).

TCEA and the Board recognizes and acknowledges that it is important to collaborate in developing the criteria of the evaluation procedure for teachers and both parties agree to work together in any changes made to the process, procedures and criteria of the evaluation of teachers.

Section 3 - Evaluation Record Review: Any written evaluation of the performance of an employee shall, after review by the employee and a conference between the employee and evaluator, be signed and dated by both parties. A copy of the evaluation shall be given to the employee, a copy placed in the employee's personnel file along with any written rebuttal. (see Article IV- Section 3). At least once every two (2) years, an employee shall have the right to indicate to their immediate supervisor those documents and/or other materials in the file that may be obsolete or otherwise inappropriate to retain and they shall be destroyed. If the immediate supervisor is not in agreement, then the matter may be subject to grievance. However, if a grievance is undertaken, the decision of the Board shall be final and is not subject to appeal to the Department of Labor.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1- Definitions:

(1) A "grievance" is a complaint by a teacher or a group of teachers covered under the negotiated agreement upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies, rules, or regulations of the school district or of the State of South Dakota. The absence of policy, or disagreement with, existing agreements, contracts, ordinances, policies, rules or regulations is not a "grievance" but may be subject to negotiations.

(2) An "aggrieved teacher" is the teacher (or teachers) who is directly affected and, therefore, will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Also, the Association may submit a grievance on behalf of the teacher, provided all teachers are equally affected. Association grievances will commence in writing at Level Two.

(3) The term "teacher" may include a group of teachers who are similarly affected by a grievance.

(4) A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

(5) The term "days" when used in these Articles shall, except where otherwise indicated, mean calendar days.

(6) Association shall mean the group recognized by the Board as the exclusive representative of the particular employee unit.

(7) Board shall mean the Board of Education of the Todd County School District.

Section 2 - Purposes:

(1) The purpose of this procedure is to secure, as soon as possible, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or conditions of professional services of teachers.

(2) These proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

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

(4) Any certificated professional employees or group of employees shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose.

Section 3 - Time Limits:

(1) 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 limits specified may, however, be extended by mutual agreement in writing.

(2) In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as thereafter as is practical.

(3) It is required that a teacher file a written grievance pursuant to Section 5 within 15 days after the date the teacher knew or should have known of the alleged violation. Failure by the teacher to file the written grievance within said time frame shall constitute a waiver by the teacher to file a grievance related to the alleged violation. The day following the event giving rise to a grievance, and the day following any notice as required is received shall be day 1 for time line purposes.

Section 4 - Informal Grievance Procedures: If a teacher feels that he/she has a grievance, he/she will, in writing, inform administration that the teacher is initiating the Informal Grievance Procedure prior to filing a written grievance pursuant to Section 5 discuss the matter with his/her principal, or administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally. Neither the teacher nor principal/administrator/supervisor shall have a representative present during the meeting. Upon agreement between the teacher and principal/administrator/supervisor a mutually agreed upon third person may be present during this meeting; however, the informal meeting shall be required even should the teacher and administrator not agree as to the presence of a third person or who that third person may be.

If the grievance is resolved at the informal level, the resolution shall be in accordance with the negotiated agreement. TCEA shall be notified in writing of the resolution within five (5) days of the resolution being reached. The teacher shall write the notice to be received by TCEA, and the teacher's signature and signature of the principal/administrator/teacher shall signify mutual resolution has been reached. The teacher shall be responsible for providing a copy of the signed resolution to TCEA.

Section 5 - Formal Grievance Procedures:

(1) Level One - Director/School Principal:

- a. 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, identifying the alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies, rules, or regulations of the school district or of the State of South Dakota, the facts related to the grievance and stating the reason(s) why he/she does not agree with the disposition at the informal level.
- b. The principal shall meet again with the aggrieved person, and within ten (10) days of receipt of the written grievance render his/her decision and the reasons thereafter in writing to the aggrieved person, with a copy for his/her file and a copy for the Association Building Representative.
- c. A teacher who is not directly responsible to a building principal may submit his formal written grievance claim to the administrator to whom he/she is directly responsible. Said administrator shall carry out the aforementioned responsibilities of the principal.

(2) Level Two - Superintendent of Schools: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, and/or if no decision has been rendered within ten (10) days after presentation of the grievance in writing, he/she may appeal the formal written grievance to the Superintendent of Schools. The appeal shall state with specificity what portion(s) of the principal's disposition that the employee is appealing and shall state and explain why the employee disagrees with the principal's disposition. Within ten (10) days after receipt of the written appeal, the Superintendent or Superintendent's designee shall meet jointly with the aggrieved person and the principal. Within ten (10) days of the meeting(s), the Superintendent shall render his/her decision in writing to the employee, the principal and the Association.

(3) Level Three - Board of Education: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, within ten (10) days of receipt of the Level Two decision, or within ten (10) days after the time period for the Level Two decision to be issued has expired (and no extensions being granted) and no decision has been rendered, the aggrieved person may appeal to the Board of Education. The appeal shall state with specificity what portion(s) of the Superintendent's disposition that the employee is appealing and shall state and explain why the employee disagrees with the Superintendent's disposition or related to the circumstances resulting in a Level Two decision not having been rendered within the specified time frame. The Board shall conduct a hearing on the grievance within thirty (30) days of receipt of the grievance and shall render a decision within twenty (20) days of the hearing.

(4) Level Four – Appeal to the Department of Labor : If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within thirty (30) days of the Board receipt of the grievance, the aggrieved person may appeal the decision to the South Dakota Department of Labor, Division of Labor and Management.

Section 6 - Rights of Teachers to Participate:

(1) No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.

(2) Any party in interest may be represented at Levels One, Two and Three of the formal grievance procedure by a person of his/her own choosing. When a teacher is not represented by the Association, the Association shall have the right to be present at Level Three of the procedure (except during the time the Board may elect to go into executive session).

Section 7 - Miscellaneous:

(1) Decisions rendered at Level One, Level Two or Level Three shall be in writing setting forth the decision and the reasons therefore.

(2) Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through building principals, and the Association Building Representative, so as to facilitate operation of the grievance procedure.

(3) The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any teacher, administrator, or Board of any legal right.

ARTICLE XI - TEMPORARY DISENGAGEMENT, SUSPENSION AND DISMISSAL

Section 1 - Temporary Disengagement: In the event of a "crisis" situation, and at the direction of the superintendent, the employee will be temporarily disengaged from their responsibilities with pay and await further notice from the superintendent or their designee. 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. To the extent reasonable under the circumstances, the superintendent's decision should be rendered as to reinstatement, recommendation for suspension without pay or recommendation for discharge, within thirty (30) days of the temporary disengagement. The thirty (30) days may be extended if in the opinion of the superintendent additional time is necessary and appropriate under the circumstances. Within twenty (20) days of the disengagement the employee may submit, in writing, the employee's version of the facts related to the incident resulting in the temporary disengagement.

Section 2 - Suspension: Where there is reasonable suspicion of employee misconduct, the employee may be suspended with pay by the Superintendent pending an executive session hearing before the Board and a decision regarding further employment. After investigation of the situation, if the Superintendent determines that a suspension without pay is appropriate discipline, the Superintendent may impose the same for up to ten (10) days, which decision may be grieved by the employee through the Grievance Procedure. If the decision is for termination or nonrenewal of the employee's contract, the Superintendent shall make that recommendation to the Board of Education which shall have the authority to accept, modify or reject the recommendation. The employee shall have full opportunity for defense against charges and to face any person who has made allegations, as allowed by SDCL Ch. 3-18 and SDCL Ch. 13-43. If any counsel is to be present, both the employee and the Board have the right to be represented for advice, at their own expense, concerning legal rights and possible legal outcomes.

ARTICLE XII - INDIVIDUAL TEACHER CONTRACTS

Section 1 - Contents of Contract: The contract shall specify the date at which the school term will begin, the term of employment, the general teaching assignment based on teacher certification, the semi-monthly wages, and the time of payment thereof. Such contract shall be signed in duplicate and one copy filed in the Office of the Business Manager and the other retained by the teacher. Such contract, including supplemental contracts, may be issued covering any period of years, not to exceed three, over which a teacher holds a certificate that will remain valid without renewal. (ref: SDCL 13-43-6).

Section 2 - Supplemental Contract:

(1) There shall be separate supplemental contracts for extracurricular assignments as identified on Schedule B, which are separate and apart from curricular assignments contracts. The continuing contract law shall be applicable to extracurricular/supplemental contracts for certified teachers which includes those with Authority to Act or Alternative Certification (i.e., three years of experience in an extracurricular/supplemental assignment before continuing contract (tenure) status is acquired.) All supplemental positions will be paid the first pay period following the completion of their activity with approval of administration.

(2) The reassignment/transfer policy (Article XII, Section 4), is not applicable to supplemental contract area. If after four weeks of advertising a supplemental cannot be filled, the appropriate administrator may assign an individual to the supplemental contract area. In the event an individual has been assigned to a supplemental contract, he/she may write an appeal to the superintendent within seven (7) calendar days stating the reasons for the appeal. The superintendent shall respond with a decision within seven (7) calendar days after receiving the appeal. The response must have reasons stated by the superintendent. The decision of the superintendent may be appealed to the school board within seven (7) days after the individual receives it. The decision of the board will be final.

(3) The District reserves the right to utilize individuals other than teaching staff for extracurricular/ supplemental assignments and duties.

Section 3 - Adjustments and Terms: If individual contracts (whether Certified Employee or Supplemental) are required by law to be issued during negotiations, mediation, declaration of impasse, fact-finding and/or before agreement has been reached, between the Board and the Association, they shall be issued on the conditions of the existing TCEA Master Agreement, with a rider stating that any change will be updated. Upon completion of negotiations process pursuant to SDCL 3-18 the provisions of each individual contract shall be adjusted to comply with the terms and conditions of the final TCEA Master Agreement.

Section 4 - Reassignments and Transfers:

(1) The District maintains the right to reassign duties of employees to positions for which the employee is certified. If a reassignment is made after contracts are issued and prior to June 30, the employee shall receive a \$500 stipend. If the employee is reassigned in July, the employee shall receive a \$750 stipend. If the employee is reassigned in August (and September, up to the first day of classes), the employee shall receive a \$1,000 stipend. If the employee is reassigned after classes commence, the employee shall receive a \$1,250 stipend. If the reassignment is made after classes have begun, the person assigned shall have a maximum of 10 days to accept or reject the assignment (during which time the teacher shall be in the reassigned class). If the reassignment is made, the teacher shall, in writing, to the Board President, Superintendent, or Business Manager, accept or decline the reassignment within 10 days after having received notice of the reassignment. Should the teacher choose to decline the reassignment, the written notice of that decision shall constitute a letter of resignation effective 30 days after the rejection of assignment. Once written notice of the teacher's decision to decline the reassignment is received by the Board President, Superintendent or Business Manager, the teacher may not rescind that written decision without the express approval of the Board of Education. Failure by the teacher to give required written notice within the specified time frame shall constitute acceptance by the teacher of the reassignment. Should the teacher decline the reassignment in the manner and as set forth above, the board waives the right to receive liquidated damages.

A reassignment shall be defined, as any change to the signed contract including the date at which the school term will begin, the term of employment, the teaching assignment.

(2) An employee wishing to transfer to a different position for the subsequent school year shall make the request in writing, including the employee's current position, desired position, reason for the request and how the transfer would benefit the District in general and the students in particular. The superintendent shall approve or deny the request. If denied, the reason(s) shall be stated in writing. The teacher may appeal a denial to the Board, whose decision shall be final and is not subject to a grievance.

(3) During the school year, all teaching staff vacancies in curricular areas (as compared to supplemental duties) shall be promptly posted on the school district's HR web based platform.

Section 5 - Liquidated Damages Provision: Should an instructional staff member resign at a time other than that of contract renewal (i.e., by the contract return date as stated on the contract), board approval will be required to dissolve the contract. Board approval does not constitute mutual agreement to terminate the contract unless a provision in (1)(a)-(b) below is applicable and the Board approves the resignation request.

(1) If a resignation is tendered by a teacher for any reason and after the teacher has signed a contract for the ensuing school year, the board may accept the resignation of a professional staff member provided:

- a. The letter of resignation is submitted to the Board President, Superintendent, or Business Manager and accompanied by a cashier's check which will be retained by the board as liquidated damages if the resignation is approved. Liquidated damages are as follows if the letter of resignation is received:
 - (i) On or before June 1st, \$500.00;
 - (ii) Between June 1st and June 30th, inclusive, \$1,000.00;
 - (iii) Between July 1st and July 31st, inclusive, \$1,500.00;
 - (iv) Between August 1st and the day prior to the teacher's first day of contractual responsibilities for the school year, inclusive, \$2,000.00;
 - (v) \$3,000.00 on and after the first day of the teacher's contractual duties for the subsequent school year.
- b. The Boards' final decision under (2) (a) will be based on what, in their judgment, is in the best interest of the district. Criteria for resignation acceptance may include, but is not limited to, time of request, availability of a replacement, and reason for request.

ARTICLE XIII - COMPENSATION AND FRINGE BENEFITS

Section 1 - Impact of Federal Funding: Because such a large percentage of District funds are received from the federal government, and the amount which the District is to receive is usually not known during the negotiations period, the parties may negotiate the contract except the amount of raise applicable to the salary schedule and supplemental schedule as would otherwise normally be the case, and upon confirmation from the federal government as to the amount of federal money to be received, at the initiation of either party, the Board and Association shall commence negotiating the amount of raise applicable to the salary schedule and supplemental schedule. Nothing within this provision restricts the right of either party to declare impasse prior to negotiations commencing on the salary and supplemental schedules.

Section 2 - Hiring Guide:

- (1) Base salary for new teachers shall be determined by the current hiring guide as adopted by the Board of Education (See attached Schedule A).
- (2) Salary for returning teachers will be determined through negotiations each year.

Section 3 - Pay Day: All teachers under contract shall be paid semi-monthly. In the event the 15th or last day of the month fall on a weekend or holiday, payment will be issued on the last working day prior to these days except December. Deductions for unexcused absences will be based on the daily rate of pay. In the event a teacher is leaving the employment of the District, the teacher can, upon request prior to June 15th, receive the balance of his/her contractual wages with his/her final paycheck in June.

Direct Deposit will be required for all employees beginning with the September payment. If an employee does not have an account with a financial institution, the District at the employee's expense will purchase debit cards and salary will be downloaded to the account accordingly.

Section 4 - Lunch Tickets: Teachers will be provided a free non-reimbursable lunch ticket for 20 meals when kids are present and the food program is in operation during the 2021-2022 school year.

Section 5 - Activities Supplement:

- (1) It is necessary that all teachers will have to share in the supervising and directing of a wide variety of out-of-class-activities. The duties are inherent in teaching. It is not possible to equalize these duties among teachers, but some of the assignments are of such importance and make such demands on the time and energies of the teachers to whom they are assigned, that extra payments are provided by the salary schedule in compensation. (See Activities Supplement attached Schedule B).
- (2) Application for Supplemental Contracts: Application for supplemental contracts can be made to the building principal with selection based on the following criteria:
 - a. performance in the activity,
 - b. experience in the activity,
 - c. length of service in the District,
 - d. certified teacher, and
 - e. certification in coaching area.
- (3) Job Descriptions: Job descriptions for all supplemental positions must be on file in the office of the appropriate principal/activities director with approval of the school board. Job descriptions for the supplemental activities shall be developed by the activities director, approved by director or principal and be on file with the Human Resource Director by November 1st of each year.

Section 6 - Travel Allowance:

- (1) Mileage: The district will provide transportation whenever possible to enable certified employees to carry out their duties, but in the event private automobiles must be used, the owner shall be reimbursed at the rate per mile set by the State of South Dakota. When travel is on non-paved roads by full-time traveling personnel, the rate for mileage on such roads shall be 125% of the State rate.

Meals and Lodging: The cost of out-of district meals and lodging shall be reimbursed under the rate set by the State of South Dakota.

Section 7 - Insurance and Annuities:

- (1) Group Health: The district will pay up to a maximum of \$670 per month for a single health plan premium and up to \$995 per month toward the premium for a 2-party health plan or a family health plan. Each employee may select coverage from the plans and deductibles that are available to the district, and shall notify the Business Manager of his/her selection.

Prior to the 2007-2008 school year, any individual and his or her spouse who both work for the district shall be eligible for 100% family coverage.

Beginning with the 2007-2008 school year any individual and his or her spouse who both work for the district shall be eligible for \$1340 toward a 2-party health plan or a family health plan.

Commencing with the 2004-2005 school year, should a married couple work for the district as teachers and have no children under the age of 26, each teacher may receive up to a maximum of \$670 per month to be applied to a 2-party health plan.

Teachers may elect to participate in the Section 125 Program applicable to health care premium deductions.

District insurance coverage for individuals, 2-party plans, or family plans, shall continue until August 30 for those individuals who retire with twenty (20) or more years of service in the district. For closeout purposes, employment on the first working day of a month shall be construed as credit for a full month. June 30 shall be the last day for these employees.

(2) Tax-Sheltered Annuity: Any certified employee may designate up to the legal amount for a tax-sheltered annuity program.

Section 8 - National Board of Professional Teaching Standards: The Todd County School District will give an annual stipend of \$1,000 for five years for staff who successfully pass the National Board of Professional Teaching (NBPT) standards test while employed within the District. This stipend will be paid during the first pay period in September upon the District's receipt of a signed voucher turned in by the employee.

ARTICLE XIV – DURATION


Section 1 - Term and Reopening Negotiations: The TCEA Agreement, as modified by the above listed items, shall remain in full force and effect for a period commencing on July 1, 2021 and ending on June 30, 2022.

Section 2 - Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, and school district policies, rules or regulations concerning terms and conditions of employment inconsistent with the provisions.

Section 3 - Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

TODD COUNTY
EDUCATION ASSOCIATION



President



Teacher Negotiator

TODD COUNTY
BOARD OF EDUCATION



President



Chief Board Negotiator

Todd County School District Hiring Guide

	BA	MA
(0)	\$46,000	\$47,500
(1)	\$46,500	\$48,000
(2)	\$47,000	\$48,500
(3)	\$47,500	\$49,000
(4)	\$48,000	\$49,500
(5)	\$48,500	\$50,000
(6)	\$49,000	\$50,500
(7)	\$49,500	\$51,000
(8)	\$50,000	\$51,500
(9)	\$50,500	\$52,000
(10)	\$51,000	\$52,500

Each returning certified teacher who completed the entire 2020-2021 contract year will receive an increase of 5% to their individual teaching contract, excluding all other forms of compensation or benefits for the 2021-2022 school year. Teachers with late entry in the prior year will receive a prorated increase based on days completed in the 2020-2021 school year.

Each certified staff member will receive a \$500 longevity stipend paid at Staff Recognition Night or during the month of May for every 5 years of service to the district, beginning 2015 as the starting timeline. Thus, as an example, if an employee has been with the district 5 years, they get \$500; when they have been with the district 10 years, they get \$500; when they have been with the district 15 years, they still only receive \$500.

TCSD Teacher Evaluation Schedule

Timeline	Procedure	Forms/Resources	TCEA Agreement Article IX
September 15	Administrator provides training of the TCSD Evaluation System. Administrator provides training on MAPS Growth Goals and SLOs.	<ol style="list-style-type: none"> 1. TCSD Teacher Evaluation Schedule 2. TCSD Evaluation Document 3. Four - Identified Framework for Teaching Components 	<p>Each building principal will identify 4 components, one from each domain, each year that will be evaluated.</p> <p>All teachers will receive a minimum of one, 3 minute walkthrough observation the first semester and one, 3 minute walkthrough the second semester with communication.</p>
Throughout the year	Administrator conducts walkthrough observations each semester as outlined in the negotiated agreement. All teachers receive walkthrough observations regardless of whether or not the experienced teacher is scheduled to be evaluated that year.	<ol style="list-style-type: none"> 1. Four - Identified Framework for Teaching Components 2. Guiding Principles and Expectations 3. Rubric for lesson observation 	<p>All teachers will receive a minimum of one, 3 minute walkthrough observation the first semester (two the first quarter and two the second quarter) and a minimum of one the second semester.</p> <p>Guidance Counselors will be evaluated using the Guidance Counselor evaluation tool and will not receive walkthrough observations.</p> <p>Each classroom and special education teacher will set a MAPS Growth Goal or SLO, as designated by the building principal.</p>
By March 15	Administrator conducts classroom lesson observation.	4. Rubric for Classroom Lesson Observation	<p>General education classroom teachers will receive one scheduled classroom lesson observation per school year.</p> <p>Special education teachers will receive one IEP meeting observation or scheduled classroom lesson observation per school year.</p>
	Administrator and teacher engage in a post lesson observation conference to discuss the walkthrough observation data and classroom lesson observation. Both contribute to the overall assignment of a Charlotte Danielson Professional Practice Rating.	<ol style="list-style-type: none"> 1. Teacher Evaluation Form 2. Walkthrough observation data 3. Classroom Observation Rubric 	Each teacher will meet with the administrator in a post lesson observation conference to discuss walkthrough observation data and the classroom lesson observation.
By last contract day	Administrator and teacher engage in a conference to determine a Student Learning Objective Growth Rating and the Summative Effectiveness Rating.	<ol style="list-style-type: none"> 1. Teacher Evaluation Form 2. As needed, Plan of Assistance 	<p>Teachers in their first three years of employment in the Todd County School District will be evaluated each year with a Summative Effectiveness Rating assigned. Data from the walkthroughs, classroom lesson observation and progress on the MAPS Growth Goal or SLO will form the basis for the evaluation rating.</p> <p>Teachers in their fourth and subsequent years will be evaluated with a Summative Effectiveness Rating every other year, unless the administrator deems the teacher in need of a Summative Evaluation Rating every year.</p>

TODD COUNTY SCHOOL DISTRICT GRIEVANCE FORM

NAME OF GRIEVANT: _____

POLICY, RULE OR REGULATION VIOLATED: _____

GRIEVANCE NUMBER: _____ DATE OF ALLEGED VIOLATION: _____

Description:

Remedy Requested:

Signature of Grievant: _____ Date: _____

LEVEL ONE

Date Rec'd: _____ Initial: _____ Reply Date: _____ Initial: _____

Admin Disposition: _____ Denied: _____ Granted: _____

Reason:

Signature of Admin: _____ Date: _____

LEVEL TWO

Date Rec'd: _____ Initial: _____ Reply Date: _____ Initial: _____

Admin Disposition: _____ Denied: _____ Granted: _____

Reason:

Signature of Superintendent: _____ Date: _____

LEVEL THREE

Date Rec'd: _____ Initial: _____ Reply Date: _____ Initial: _____

Admin Disposition: _____ Denied: _____ Granted: _____

Reason:

Signature of Board President: _____ Date: _____

TODD COUNTY SCHOOL DISTRICT SUPPLEMENTAL SCHEDULE

1. For extra duty assignments as listed below, staff shall receive extra pay above the adopted salary schedule for those activities actually held. The assignments are not guaranteed in that if in the opinion of the Board there is an insufficient number of students in the activity to justify the activity during the school year the Board may suspend the activity and should the activity be suspended the District is not obligated nor required to pay the employee pursuant to the supplement schedule. If the activity began but was not completed the employee shall be paid on a pro-rated basis. The listed percentage shall be applied to the appropriate step in the BA Column of the Hiring Guide
2. All extra duty assignments are paid as a percentage of current base salary.
3. The District reserves the right to utilize individuals other than teaching staff for extracurricular/supplemental assignments and duties. Every effort will be made to utilize certified teaching staff for supplemental assignments. In the event that no certified staff have applied for the supplemental positions, then the openings will be posted for the public.
4. The supplemental contract is null and void if the activity is cancelled or will be prorated if the entire season is not completed.

Elementary Positions		Middle School Positions		High School Positions	
Head Teacher	9.0%	Activities Director	8.50%	Band/Choir	9%
Activities Director	5.30%	Concessions	8.40%	Head Coach Golf (boys)	7.5%
Head Basketball	4.70%	Student Council	7.90%	Head Coach Golf (girls)	7.5%
Head Wrestling	3.70%	Achievement Seminar (2)	7.40%	Head Coach Football	12.60%
Head Track	3.60%	MS Head Football	6.80%	Head Coach Cross Country (boys/girls)	12.60%
Assistant Coach	2.70%	MS Head Wrestling	6.50%	Head Coach Boys Basketball	12.60%
Dance Advisor	2.10%	MS Head Volleyball	5.30%	Head Coach Girls Basketball	12.60%
Sicangu Club	2.10%	MS Head Track	4.70%	Head Coach Volleyball	12.60%
Cross Country Club	2.10%	8th Grade Basketball	7.0%	Head Coach Wrestling	12.60%
Boys Cheerleading Advisor	2.10%	7th Grade Basketball	7.0%	Head Coach Track	12.60%
Assistant Boys Cheerleading Advisor	2.0%	6th Grade Basketball	7.0%	Assistant Coach Football (3)	9.50%
Girls Cheerleading Advisor	2.10%	Asst. MS Football (2)	4.20%	Assistant Coach Cross Country	9.50%
Assistant Girls Cheerleading Advisor	2.0%	Asst. MS Wrestling	4.00%	Assistant Coach Boys Basketball	9.50%
		Asst. MS Volleyball (2)	5.00%	Assistant Coach Girls Basketball	9.50%
		Asst. MS Track	4.50%	Assistant Coach Volleyball	9.50%
		Cheerleading Fall	4.70%	Assistant Coach Wrestling	9.50%
		Cheerleading Winter	4.70%	Assistant Coach Track (3)	9.50%
		Jr. National Honor Society	4.00%	Freshman Girls BB Coach	8.00%
		Acalympics Advisor	2.0%	Freshman Boys BB Coach	8.00%
		Choral Advisor	2.0%	Cheerleading Fall	9.50%
		STEM Club Advisor	2.10%	Cheerleading Winter	9.50%
		Art Club Advisor	2.10%	Concessions	9.50%
		Sicangu Club	2.10%	Student Council	7.80%
				Yearbook	6.80%
				Spring and One-Act Play Advisor	5.30%
				National Honor Society	5.80%
				Senior Class Advisor	5.00%
				Junior Class Advisor (2)	3.00%
				Sophomore Class Advisor	2.00%
				Freshman Class Advisor	2.00%
				Visual Arts Advisor	4.00%
				Science Fair District Coordinator	3.70%
				STEM Advisor	2.70%

			Sicangu Club Advisor	5.30%
			Oral Interp/Debate/Ind. Events Advisor	5.30%
			Club Advisor Rodeo	5.00%
			Club Advisor Baseball	5.00%
			Club Advisor Archery	2.10%
			Dance Advisor	2.10%
			LNI Knowledge Bowl Advisor	2.10%
			Districtwide Drama/One Act Play Advisor	9.5%
			Districtwide Assistant Drama/One Act Play Advisor	8.0%
			Golf Advisor	2.10%
			Cross Country Club Advisor	2.10%
			Choreographer Advisor	2.10%
			Live Stream Advisor	9.0%

TODD COUNTY SCHOOL DISTRICT

POLICY FOR STAFF REDUCTION/RECALL

If in the judgment of the District it is necessary or may be necessary to reduce the number of instructional staff employees within the District, the following procedure will be used:

- (1) The District will use reasonable efforts to communicate the situation to the certified staff so as to allow the staff up to ten days from the date of communication to present possible alternative suggestions and recommendations to a reduction in force.
- (2) No teacher will be laid off as a result of a reduction in force if the teacher is certified for a position held by another teacher employee who does not have full certification (i.e., when employed under an Authority to Act).
- (3) If paragraph B does not apply or if two or more fully certified teachers would be able to fill the position held by an employee who does not have full certification, the following criteria may be considered by the District when determining which teacher will be laid off due to staff reduction. These criteria are not in order priority but rather a list of factors all of which may be considered by the District: student needs, priority of programs, program elimination, evaluations, administrative recommendations, certification and endorsements, employee's educational development (classes, workshops, etc. after initial certification), professional employment history, length of employment within the District, federal and state requirements, and other factors as deemed relevant by the District. If after consideration of all factors, and the factors being equal then seniority shall determine the order.
- (4) In any District action involving reduction in force, the District will adhere to the provisions of State law.

RECALL POLICY - For purposes of the recall policy, the effective date of a reduction in force to which recall may apply is the date of the Board's determination to not renew the contract of a teacher due to reduction in force. Recall rights shall commence as the date of the Board's determination and shall end one year after that Board decision.

If during that twelve month period a vacancy occurs in the grade, subject areas and activities in which the teacher who has been laid off due to reduction in force is certified to teach and has been teaching, or taught within the previous five years, an offer for re-employment shall be given to the teacher. If two or more teachers have the same recall rights (as determined by the effective dates), the criteria within the Reduction in Force Policy shall be considered by the District when determining which teacher is afforded the opportunity for re-employment.

Notice of recall shall be mailed by certified mail to the last address furnished to the Superintendent by the teacher. If the teacher does not accept the offer for re-employment in writing and present that acceptance to the District within 20 calendar days of teacher's receipt of the notice of recall, recall rights shall terminate. If a teacher has recall rights under this provision but is under contract with another elementary or secondary school, these recall rights do not apply unless the recall is for the school year following the teacher's current contract with the other school. Recall rights shall also terminate if a teacher submits a resignation to the District after receiving notice of the District's determination to not renew the contract due to reduction in force.

A recalled teacher shall retain previously attained accumulated sick leave benefits.

TODD COUNTY SCHOOL DISTRICT EVALUATION DOCUMENTS

Todd County School District: Teacher Evaluation Form

Teacher:

Total # of years teaching:

Position:

Total # of years in the district:

School Year:

Evaluator:

Initial Meeting: Charlotte Danielson Components and SLO Setting Date: __/__/__

Charlotte Danielson Component(s) (minimum of one per domain) focus for the year:

Domain 1: Planning and Preparation	Domain 3: Instruction
<input type="checkbox"/> 1a: Demonstrating Knowledge of Content and Pedagogy Focus:	<input type="checkbox"/> 3a: Communicating with Students Focus:
<input type="checkbox"/> 1b: Demonstrating Knowledge of Students Focus:	<input type="checkbox"/> 3b: Using Questioning and Discussion Techniques Focus:
<input type="checkbox"/> 1c: Setting Instructional Outcomes Focus:	<input type="checkbox"/> 3c: Engaging Students in Learning Focus:
<input type="checkbox"/> 1d: Demonstrating Knowledge of Resources Focus:	<input type="checkbox"/> 3d: Using Assessment in Instruction Focus:
<input type="checkbox"/> 1e: Designing Coherent Instruction Focus:	<input type="checkbox"/> 3e: Demonstrating Flexibility and Responsiveness Focus:
<input type="checkbox"/> 1f: Designing Student Assessments Focus:	
Domain 2: Classroom Environment	Domain 4: Professional Practices
<input type="checkbox"/> 2a: Creating an Environment of Respect and Rapport Focus:	<input type="checkbox"/> 4a: Reflecting on Teaching Focus:
<input type="checkbox"/> 2b: Establishing a Culture for Learning Focus:	<input type="checkbox"/> 4b: Maintaining Accurate Records Focus:
<input type="checkbox"/> 2c: Managing Classroom Procedures Focus:	<input type="checkbox"/> 4c: Communicating with Families Focus:
<input type="checkbox"/> 2d: Managing Student Behavior Focus:	<input type="checkbox"/> 4d: Participating in a Professional Community Focus:
<input type="checkbox"/> 2e: Organizing Physical Space Focus:	<input type="checkbox"/> 4e: Growing and Developing Professionally Focus:
	<input type="checkbox"/> 4f: Showing Professionalism Focus:

Post-observation Conference Date: ____/____/____ Final Evaluation Date: ____/____/____

Charlotte Danielson Component(s) Level Performance:

	COMPONENT LEVEL PERFORMANCE				
	Unsatisfactory (1 point)	Basic (2 points)	Proficient (3 points)	Distinguished (4 points)	Points

Total Points	
Average (total points/# of goals)	

Charlotte Danielson Professional Practice Rating:

- ☐ Unsatisfactory (1.00 TO 1.40 average)
☐ Basic (1.50 TO 2.49 average)
☐ Proficient (2.50 TO 3.49 average)
☐ Distinguished (3.50 TO 4.00 average)

Projected Student Learning Objective (SLO): _____

Actual Student Learning Objective (SLO): _____

Student Learning Objective Growth Rating:

- ☐ Low (less than 65% attained)
☐ Expected (65% to 85% attained)
☐ High (86% to 100% attained)

Directions: Using the scoring matrix below, classify overall teacher performance by combining the professional practice rating and student growth rating into an overall performance rating of Exceeds Expectations, Meets Expectations or Below Expectations.

Summative Effectiveness Rating:

		Charlotte Danielson Professional Practice Rating			
Student Learning Objective Growth Rating		Unsatisfactory	Basic	Proficient	Distinguished
	High	<input type="checkbox"/> meets expectations	<input type="checkbox"/> meets expectations	<input type="checkbox"/> exceeds expectations	<input type="checkbox"/> exceeds expectations
	Expected	<input type="checkbox"/> below expectations	<input type="checkbox"/> meets expectations	<input type="checkbox"/> meets expectations	<input type="checkbox"/> exceeds expectations
	Low	<input type="checkbox"/> below expectations	<input type="checkbox"/> below expectations	<input type="checkbox"/> meets expectations	<input type="checkbox"/> meets expectations

Narrative Comments (garnered through walkthroughs, observations, and evaluations)

Results of this evaluation process conclude that the above named teacher be:

____ Recommended for renewal for the upcoming school year.

____ Recommended for renewal for the upcoming school year on a Plan of Assistance.

____ Recommended for non- renewal for the upcoming school year.

Teacher

Date

Administrator

Date

The results and recommendations of this summative evaluation report were shared by the district administrator with the teacher being evaluated. Signature by the teacher may not indicate agreement with the content of the evaluation.

Todd County School District

Counselor Evaluation Form

Name: _____

Date: _____

School: _____

Evaluator: _____

Title: _____

Employee Status:

Probationary ____

Continuing Contract ____

LEGEND

D - Distinguished

P - Proficient

B - Basic

U - Unsatisfactory (Additional comments required)

I. Domain I: Planning and Preparation

1. _____ Accepts responsibility for the accomplishment of building and district goals which are identified as appropriate for guidance counseling.
2. _____ Contributes to team planning as needed by the counseling assignment.
3. _____ Provides for the involvement of parents in the counseling process, including, the review by parents of the student's career and educational plan in grades 9-12.
4. _____ Establishes priorities and uses time effectively in meeting the needs of students.

Comments: _____

II. Domain II: The Environment

1. _____ Demonstrates respect, consideration and fairness to students.
2. _____ Develops a relationship with the school staff which encourages the use of the counselor as a consultant and resource.
3. _____ Meets counseling needs of students with special interests, abilities and special learning needs.

4. _____ Listens carefully to provide appropriate services to students, staff and parents.
5. _____ Assists students in the development of a positive self-concept and awareness of their own feelings, attitudes and values.

Comments _____

III. Domain III: Delivery of Services

1. _____ Helps students access opportunities and alternatives available to them in the school community.
2. _____ Involves parents and other interested community people in the Guidance/Counseling process.
3. _____ Utilizes community organizations and agencies in providing activities and support services for students and parents.
4. _____ Assists students in the development of educational plans to achieve career goals.
5. _____ Teaches students how to develop and apply decision-making and problem-solving skills.
6. _____ Provides opportunities and strategies for students to develop skills in relating to others.
7. _____ Assists students in accepting responsibility for their behavior.
8. _____ Makes appropriate referrals for students who need special help.
9. _____ Helps students evaluate progress in reaching personal and educational goals.
10. _____ Assists students to develop an appreciation and understanding of individual differences among people.
11. _____ Helps students develop a positive cultural and ethnic identity.

Comments _____

V. Domain IV: Professional Responsibilities.

1. _____ Uses guidance and counseling practices which reflect current knowledge of the profession.
2. _____ Seeks, obtains and demonstrates continual improvement of professional skills and knowledge.
3. _____ Maintains confidentiality as needed and appropriate within the framework of professional responsibilities.
4. _____ Promotes the spirit and intent of rules and regulations of the school and the school system.
5. _____ Shares responsibility, with all employees, for promoting the educational goals and district exit outcomes.

Comments: _____

In what ways has the counselor met, failed to meet or exceeded the performance goals and objectives during the evaluation period? (Explain using additional pages as needed.)

GENERAL COMMENTS

Supervisor's recommendations:

- ☐ Program of Assistance for Improvement
- ☐ Recommend for Renewal of Contract
- ☐ Recommend Non-Renewal of Contract

Supervisor's Signature

Date

Counselor's Signature

Date

Complete in triplicate: Original for Personnel Services, Copy for counselor, Copy for supervisor.