

***NEGOTIATED AGREEMENT
FOR THE SCHOOL YEAR
2021-2022***

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

***AGREEMENT ISSUED BETWEEN
THE ELK POINT-JEFFERSON BOARD OF EDUCATION
AND
THE ELK POINT-JEFFERSON EDUCATION ASSOCIATION***

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**Effect of Agreement
2021-2022**

Complete Understanding: The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

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

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

Term of Agreement: The provisions of this agreement shall be effective as of July 1, 2021 and continue in effect until June 30, 2022. If a successor agreement is not arrived at, the terms of this agreement will remain in effect until a successor agreement is established and signed by both parties or until the completion of impasse procedure according to South Dakota Codified Law (SDCL) 3-18-8.1 and 3-18-8.2.

**Negotiated Settlement
2021-2022**

Salary

- Teachers shall receive a \$1000 increase to the base.
- Teachers at the top of the salary schedule shall receive their a 2021-2022 step
- Returning staff receive the 2021-2022 step
- Staff missing the 2017-2018 step will receive that step

SALARY SCHEDULE, HIRING SCHEDULE, AND EXTRA DUTY PAY REVIEW

- Three Elk Point-Jefferson School Administration, along with three EPJEA representatives, will review the current Salary Schedule, Hiring Schedule, and Extra Duty Schedule as listed in the Negotiated Agreement throughout the 2021-2022 school year.

ARTICLE I

GROUND RULES – NEGOTIATED SESSIONS

SECTION I

- Negotiations shall begin no earlier than March 1st and no later than the second full week of April.

ARTICLE III

REQUEST FOR LEAVE

SECTION II – EMERGENCY SICK LEAVE

In a situation of an employee, or member of their immediate family, dealing with an illness of a severe nature, the school board has the ability to grant extra sick days to all full-time employees of the Elk Point-Jefferson School District. Members of the immediate family shall mean parent, grandparent, child, brother, sister, spouse, parent of spouse, grandchild or wards of the employee. The board will set aside 50 sick leave days that can be drawn upon by any employee with committee approval. Staff must exhaust their own sick leave before using the emergency sick leave.

- 1) The individual must submit an application to the superintendent who will present the request to a committee comprised of two teachers, two administrators and two board members for review. The application must be accompanied sufficient medical documentation. The committee can approve up to a maximum of 10 days per individual not to exceed 50 days in a school year.

ARTICLE VI HOURS OF DUTY

- The workday for certified employees is normally 8 hours from 7:40 a.m. to 3:40 p.m. Staff working at or conducting school sponsored evening event may leave at 3:30 p.m. and upon dismissal of students. However, due to the nature of their professional employment, hours may vary at the discretion of the school administration due to staff meetings, graduation, IEP meetings, parent meetings, concerts and assemblies, and other duties as assigned. The arrival and departure times of teachers may be altered at the discretion of school administration on an emergency basis to meet the needs of the school district. Exceptions to the after-school time requirements will be permitted on days preceding weekends and holidays. Teachers may leave the building early with administrative approval and by signing out on the building office check-out sheet.

ARTICLE VII BARGAINING UNIT CONTACT INFORMATION SECTION I

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

Name of each bargaining unit employee

Home mailing address

Home phone or cell contact number

ARTICLE XIII SECTION IV – NEW TEACHERS

A teacher who is new to the district after the 2014-15 school year will be placed on the hiring schedule according to previous experience up to 10 years. A teacher with no experience will be placed at step 1. A year of experience is a year of completed teaching in an accredited public or private educational institution. Nothing less than a full year of full-time experience will be allowed for any contracted full-time teacher based on beginning date of contract. Years of experience at an accredited public or private educational institution will be used in hiring teachers whose contract takes affect the 2021-2022 school year and each year thereafter. The school district will not back-pay for teachers whose first contract was prior to the 2021-2022 school year.

A new teacher with one year of experience will be placed at step 2; a new teacher with two (2) years of experience will be placed at step 3, etc up to 10 years. A new teacher will only be given credit for years of immediate continuous experience in accordance with the hiring schedule up to 10 years.

If a new teacher has had half-time teacher experience, the teacher will receive one (1) year credit for experience accumulated during a continuous two (2) year time period. This language applies to all certified staff. This only applies to those being hired into full-time teaching status.

If a new teacher with past experience is hired but was not teaching in an accredited public or private educational institution last year, he/she will lose one (1) year of credit for every year that he/she has not been employed as a teacher. For example, if a teacher had ten years of immediate continuous experience and then did not teach for two (2) years, that teacher would receive credit for eight (8) years of experience and would be placed at step 9 of the salary schedule.

If a new teacher has left the teaching profession to pursue a Master's degree, and then returns immediately after achieving said degree, that teacher will not lose credit for past experience.

**ARTICLE XIV
SECTION II**

1. All qualified staff members are eligible for duties on this schedule.
2. Any extra pay position, not held by currently employed certified or classified staff members, will be made available and will be made known through email to all currently employed certified or classified staff members. Positions may be advertised outside the system at the same time. Those applicants interested in the position must submit an application through the district's internal application process. Qualified staff who submit an application will be interviewed. If extra pay positions remain unfilled after completion of the hiring process, school administration may fill the position with a qualified staff member if mutually agreed upon.
3. The head coach is in charge of his/her respective program, grades 7-12, and is expected to provide direction at all levels. In addition to overseeing the entire program, the head coach may have input into the selection or replacement of an assistant coach.

*The articles of this agreement had their numbering adjusted (June 2021) to accommodate the addition of a new article.

Cherie Noteboom, School Board President Date: 6/14/21

Melanie Norris, EPJEA Co-President Date: 6/14/21

Melissa Shanks, EPJEA Co-President Date: 6/14/21

ARTICLE I

GROUND RULES - NEGOTIATED SESSIONS

SECTION I

- 1) The Elk Point-Jefferson Board of Education, hereinafter referred to as the "board", recognizes the Elk Point-Jefferson Education Association, hereinafter referred to as the "association", as the exclusive bargaining agent for all full-time and part-time certified staff, exclusive of the superintendent, principals and business manager.
- 2) As in the past, the board shall have a designated spokesperson and the teacher association will have two spokespersons. Other representatives may speak at the table for purposes of clarification if so directed by the chief negotiator. All other conversation by undesignated representatives shall be considered incidental.
- 3) Negotiations shall begin no earlier than March 1st and no later than the second full week of April.
- 4) Negotiation meetings shall last no longer than 1½ hours, with time extension by mutual consent.
- 5) New agenda items shall not be introduced after the fourth meeting unless they are money issues tied to a South Dakota legislative session.
- 6) Each party shall have the right to caucus.
- 7) Tape recorders shall be allowed for in house use for the purpose of accurate accounting of proposals and both committees shall use the same tape and transcript. Tapes and transcripts will be destroyed after review.
- 8) Each party shall have the right to inform its respective groups.
- 9) Tentative Agreements: When tentative agreement is reached on an agenda item, the chief negotiators shall place their signature on these items with each party retaining one copy.
- 10) Agreements: When the parties reach an agreement, a written summary shall be prepared for information by the board and the members of the association.

SECTION II

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

SECTION III - JOINT NEGOTIATIONS COMMITTEE

The committee shall consist of the superintendent; not to exceed two board members from the Board of Education or its designated representatives; and not to exceed ten (10) teachers or 20% of the

teaching staff, whichever is greater. In addition, the board and employee organization shall each be entitled to have one resource or advisors present. *(Revised May 9, 2018)*

SECTION IV - OPENING NEGOTIATIONS

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

SECTION V - THE AGREEMENT

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

ARTICLE II

TUITION FUNDING PLAN

SECTION I

- A. The District will establish a tuition payment fund in order to make moneys available for graduate credit. The amount of the fund will be set at \$10,000 at the beginning of each contract year. The fund will remain at or will be replenished up to \$10,000 each year, but shall not exceed that amount.
- B. Payment from the fund will be limited to six credits per year per individual and will match the specific debt amount incurred by the staff member, not to exceed six credits or \$1008 per year. (\$168/credit) (Revised May 2020)
- C. The reimbursement amount in sections B and D.4 shall be calculated from the cost of university support (on-campus) graduate tuition at the University of South Dakota. The dollar amount in sections B and D.4 shall be adjusted prior to the start of each school year in order to reflect changes in tuition costs at the University of South Dakota.
- D. In order to receive any funding or payment from this fund, certified teachers must meet the following guidelines:
 - 1. The employee must hold a valid South Dakota teaching certificate as required by the State of South Dakota for one-half tuition.
 - 2. Upon completion of the credits, the staff member must submit a voucher and attach to that voucher documentation of a transcribed grade or completion of the course and a receipt of payment for the cost of the credit.
 - 3. Credits taken must be in content area of the teacher participating or approved by the Superintendent of School.
 - 4. The employee may apply for actual costs, up to \$1008 of District money per year.
 - 5. Reimbursement will take place upon completion of class and documentation of cost.
 - 6. This policy was effective July 1, 2002.
- E. All textbook costs, associated with courses in above coursework, will be reimbursed with an appropriate receipt.

SECTION II – SPECIAL PROJECTS FUND

- A. Purpose
 1. To provide financial reward for special, one-time, teacher-initiated academic and curricular projects.
 2. To provide a means for financial reward for administrative-assigned special assignments.
- B. Cost
 1. The Association would propose an initial pool of \$3,000.
- C. Eligibility
 1. All K-12 certified staff is eligible for special projects grants.
- D. Application
 1. Staff members wishing to be considered for special project grants will be required to submit a written proposal outlining the topic, scope and educational benefit of the proposed project, as well as the requested grant amount.
 2. A standing committee consisting of the superintendent, building principal and three teachers; (one elementary, one middle and one secondary) will determine the viability of proposals.
- E. Payment
 1. Payment will be made in the form of one check
 2. Project completion is required prior to payment.
- F. Sunset Clause
 1. Due to the uncertain nature of State funding in the South Dakota Schools, this grant program will be reconsidered in the event of budgetary constraints.

ARTICLE III

REQUEST FOR LEAVE

SECTION I - SICK LEAVE

All certified employees of the Elk Point-Jefferson School District 61-7 shall be entitled to ten days sick leave each fiscal year accumulative to 90 days.

- 1) Certified personnel employed for a time less than a normal period for employees in similar positions shall be allowed a number of days pro-rated with that allowed for a normal period of time.
- 2) Sick leave is herein defined to mean the absence of an employee because of illness, exposure to a contagious disease, or attendance upon a member of the immediate family. Attendance upon members shall be limited to ten days per year of sick leave unless extended through the discretion of the superintendent. Employees shall be entitled to leave without a deduction in pay if absent for one of the above reasons, such absence not to exceed the number of days allowable under one (1) above, except as herein provided.
- 3) Members of the immediate family shall mean parent, child, brother, sister, spouse, parent of spouse, grandchild or wards of the employee.
- 4) The interpretation of all leave policies will be in the hands of the superintendent.
- 5) The school board or administration may require a physician's statement certifying disability or illness.

- 6) Employees that have accumulated 90 sick days prior to a school year starting may turn in any days above 90 for buy back from the district at \$10 per day. This is to be paid out in the final check for the fiscal year.
- 7) For those employees that have less than the 90 day cap on sick leave at the start of a contract year, incentive pay will be offered to those that use 0 sick leave days by the end of the contract year. Incentive for those individuals will be \$100 per contract year, to be paid out in the final check for the fiscal year.

SECTION II – EMERGENCY SICK LEAVE

In a situation of an employee, or member of their immediate family, dealing with an illness of a severe nature, the school board has the ability to grant extra sick days to all full-time employees of the Elk Point-Jefferson School District. Members of the immediate family shall mean parent, grandparent, child, brother, sister, spouse, parent of spouse, grandchild or wards of the employee. The board will set aside 50 sick leave days that can be drawn upon by any employee with committee approval. Staff must exhaust their own sick leave before using the emergency sick leave.

- 1) The individual must submit an application to the superintendent who will present the request to a committee comprised of two teachers, two administrators and two board members for review. The application must be accompanied sufficient medical documentation. The committee can approve up to a maximum of 10 days per individual not to exceed 50 days in a school year.
- 2) The fifty days set aside by the school board do not accumulate from year to year.
- 3) In the event that the fifty days are exhausted, individuals may confidentially donate sick days with the approval of the school board. The superintendent will notify the staff of the situation and accept donations in a written form. The school board will approve all such donations.
- 4) Employees who are drawing from the plan when a new contract term begins will not qualify for the annual ten-day sick leave until they return to work on a full-time basis.

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

SECTION III - PERSONAL LEAVE

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

SECTION IV - PROFESSIONAL LEAVE

- 1) Teachers accompanying pupils or otherwise officially representing the school will not be counted absent from duty.

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

SECTION V - TEACHERS REQUEST FOR ABSENCE

- 1) If a teacher for any reason other than illness, personal leave, or professional leave, asks to have days off before the school term is over, at the discretion of the superintendent, these days shall be deducted from his/her regular salary at one (1) day's salary for each day absent.

SECTION VI - LEGAL COMMITMENTS (JURY-COURT DUTY)

- 1) Court and jury duty hold precedent over all other employment obligations in South Dakota. A school district's employees will be relieved from duty and their daily pay rate received for court duty will be either deducted from their regular salary or the employee will be required to remit the pay received for such duty to the district.

SECTION VII- WORKER'S COMPENSATION LEAVE

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

SECTION VIII - EXTENDED LEAVE PAY

After 21 continuous school days of being a substitute, the district will reimburse the substitute teacher at a rate of 1/175 of the base pay. Example: **base pay--\$41,300/175 = \$236. Fringe benefits will not be offered as part of the extended leave policy and the 21 continuous days must be accrued each year.**

SECTION IX - FAMILY MEDICAL LEAVE

- 1) Employees that do not work 1,250 hours per year are not eligible.
- 2) Employees must work 180 days and at least six (6) hours, 56 minutes per day to be eligible.

- 3) Employees that qualify may have a combined family and medical leave of 12 weeks of unpaid leave per year for the following:
 - a) The birth and first year care of child,
 - b) The adoption or foster placement of a child,
 - c) The illness of an employee's spouse, parent or child,
 - d) The employee's own illness.
- 4) The employee must first use and count toward the FMLA leave all available accrued paid leave including vacation, sick and personal leave, before using the unpaid leave.
- 5) If both husband and wife are employees of the district, the combined amounts (both employees) of FMLA leave for birth, adoption and family illness will be 12 weeks.
- 6) Personal illness for a husband and wife employees will be limited to 12 weeks each.
- 7) During the period of FMLA leave, the employee is entitled to the continuation of all fringe benefits. Employees will still earn sick days and vacation days while on the FMLA leave. The District will continue to pay its portion of the health insurance, and it will be the employee's responsibility to continue to pay his or her portion.
- 8) Employees must provide at least 30 days prior notice of the date when leave is to begin for birth, adoption or foster placement, if more than 6 weeks is requested. Emergencies and personal illness are not included.
- 9) Employees must provide certification from their health care provider.
- 10) The district will require medical certification to return from leave.
- 11) Failure to Return from Leave: Recovery of Health Premiums
If an employee fails to return to work after the leave period has expired (other than family or personal illness or other circumstance beyond control) then the employer may recover the premium expenditures extended during the leave period.

SECTION X – BEREAVEMENT

Two (2) days bereavement leave per year will be allowed to attend any funeral. If there is a death in the immediate family or extended family, up to five (5) days will be allowed from sick leave. Additional days will be at the discretion of the superintendent.

SECTION XI – SABBATICAL LEAVE

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

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

9. If more than one teacher applies the one who has the most seniority in the Elk Point-Jefferson School system will be given the first opportunity. (May 15, 2006)

ARTICLE IV

STUDENT TEACHER SUPERVISION

SECTION I

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

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

ARTICLE V

NOTIFICATION OF OPEN POSITIONS

SECTION I

Any teaching position that is open due to resignation, new positions, or non-renewal, will be made known through email to all currently employed personnel. Positions may be advertised outside the system at the same time. Those applicants, who wish to be considered and are qualified to fill the position, must submit an application (Section 1A) to the appropriate principal. Qualified staff who submit an application will be interviewed.

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

ARTICLE VI

HOURS OF DUTY

SECTION I

The workday for certified employees is normally 8 hours from 7:40 a.m. to 3:40 p.m. Staff working at or conducting school sponsored evening event may leave at 3:30 p.m. and upon dismissal of students. However, due to the nature of their professional employment, hours may vary at the discretion of the school administration due to staff meetings, graduation, IEP meetings, parent meetings, concerts and assemblies, and other duties as assigned. The arrival and departure times of teachers may be altered at the discretion of school administration on an emergency basis to meet the needs of the school district. Exceptions to the after-school time requirements will be permitted on days preceding weekends and holidays. Teachers may leave the building early with administrative approval and by signing out on the building office check-out sheet.

ARTICLE VII

BARGAINING UNIT CONTACT INFORMATION

SECTION I

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

Name of each bargaining unit employee

Home mailing address

Home phone or cell contact number

ARTICLE VIII

SECTION I

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

Name _____

Present Assignment _____

Present Telephone Number _____ Summer Telephone _____

Present Teaching/Coaching Assignment _____

Assignment (s) Requested _____

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

_____ Yes _____ No _____ Not Certain

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

_____ **Approved**

_____ **Not approved**

Principal Signature: _____

Date: _____

Superintendent Signature: _____

Date: _____

ARTICLE IX

STATE FUNDING AND TEACHER ACCOUNTABILITY

SECTION I

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

ARTICLE X

PAYMENT OF SALARY AND PRORATING

SECTION I

The Elk Point-Jefferson School employees are paid on a twelve-month basis. Teachers may elect to be paid on either a ten or twelve-month basis. Paychecks will be direct deposit on the 20th of each month if the teacher elects this process or delivered on or about the 20th of each month.

If the board of education accepts a teacher's resignation during the school year, the teacher is placed on worker's compensation, or is absent due to illness, the teacher will be paid in full for all days taught based on 175 days.

ARTICLE XI

INSURANCE & BENEFITS

SECTION I

The board of education will pay \$450 per month toward a health insurance policy of the employee's choice. If the employee eligible for the coverage wishes to enroll in a single plan with a monthly premium of more than \$450 or a family protection plan, the employee through payroll deduction will pay cost of the single or family plan in excess of \$450. Ten thousand dollars (\$10,000.00) life insurance coverage will be provided for the employee. If two (2) members of the family are employed by the district and eligible for coverage, and if family coverage is desired, the board will pay \$450 per month for each employee toward the family plan.

Eligibility:

- 1) All full-time certified personnel are eligible for individual protection coverage, with \$450 paid per month from September through August or the duration of the contract when terminated early.
- 2) Full-time is defined as 30 hours a week or more.
- 3) Employees working 22-30 hours a week are eligible for the group rate but are responsible to pay their own premiums.

SECTION II

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

SECTION III

The Elk Point-Jefferson School District will provide all staff members (includes coaches with contracts) with complimentary passes valid for employees, their spouse and children.

ARTICLE XII

LATE RESIGNATION PENALTY

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

From June 1 st through June 30 th	\$1,000.00
From July 1 st through the contract start	\$2,000.00
From the contract start date through the duration of the contract period {requires a two-week notice}	\$2,500.00

(Revised May 2019)

ARTICLE XIII

SUBSTITUTE PAY FOR CERTIFIED TEACHER

Certified teachers who substitute during their planning period will be reimbursed \$20.00 per class period.

ARTICLE XIV

SECTION I – SALARY SCHEDULE

Base Salary = \$ 41,300

Lane Change: BA = \$ 645 MA = \$ 795

Steps: Tier 1 (2-9) = \$ 445 Tier 2 (10-30) = \$ 475

STEP	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30
1	41,300	41,945	42,590	43,385	44,180	44,975
2	41,745	42,390	43,035	43,830	44,625	45,420
3	42,190	42,835	43,480	44,275	45,070	45,865
4	42,635	43,280	43,925	44,720	45,515	46,310
5	43,080	43,725	44,370	45,165	45,960	46,755
6	43,525	44,170	44,815	45,610	46,405	47,200
7	43,970	44,615	45,260	46,055	46,850	47,645
8	44,415	45,060	45,705	46,500	47,295	48,090
9	44,860	45,505	46,150	46,945	47,740	48,535
10	45,335	45,980	46,625	47,420	48,215	49,010
11	45,810	46,455	47,100	47,895	48,690	49,485
12	46,285	46,930	47,575	48,370	49,165	49,960
13	46,760	47,405	48,050	48,845	49,640	50,435
14	47,235	47,880	48,525	49,320	50,115	50,910
15	47,710	48,355	49,000	49,795	50,590	51,385
16	48,185	48,830	49,475	50,270	51,065	51,860
17	48,660	49,305	49,950	50,745	51,540	52,335
18	49,135	49,780	50,425	51,220	52,015	52,810
19		50,255	50,900	51,695	52,490	53,285
20		50,730	51,375	52,170	52,965	53,760
21		51,205	51,850	52,645	53,440	54,235
22		51,680	52,325	53,120	53,915	54,710
23		52,155	52,800	53,595	54,390	55,185
24			53,275	54,070	54,865	55,660
25			53,750	54,545	55,340	56,135
26			54,225	55,020	55,815	56,610
27			54,700	55,495	56,290	57,085
28			55,175	55,970	56,765	57,560
29			55,650	56,445	57,240	58,035
30			56,125	56,920	57,715	58,510

SECTION II - RETURNING FACULTY:

All returning faculty members will be placed on the salary schedule according to educational experience and years of immediate continuous experience.

SECTION III – HIRING SCHEDULE

STEP	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30
1	41,300	41,945	42,590	43,385	44,180	44,975
2	41,745	42,390	43,035	43,830	44,625	45,420
3	42,190	42,835	43,480	44,275	45,070	45,865
4	42,635	43,280	43,925	44,720	45,515	46,310
5	43,080	43,725	44,370	45,165	45,960	46,755
6	43,525	44,170	44,815	45,610	46,405	47,200
7	43,970	44,615	45,260	46,055	46,850	47,645
8	44,415	45,060	45,705	46,500	47,295	48,090
9	44,860	45,505	46,150	46,945	47,740	48,535
10	45,335	45,980	46,625	47,420	48,215	49,010

BASE SALARY: \$41,300

The vertical index of the salary schedule shall be divided into two (2) tiers. Tier 1 will include steps 2 through 9 with a \$445 increase per step. Tier 2 will include steps 10 through 30 with a \$475 increase per step. The maximum number of steps will be thirty (30). The horizontal index of the salary schedule will allow for five (5) lane changes as follows: BA to BA+15, \$645; BA+15 to BA+30, \$645; BA+30 to MA, \$795; MA to MA+15, \$795; MA+15 to MA+30, \$795. Lane changes will be based on college credit. A teacher can receive the benefit of a lane change if the proper credits are received before September 1 of the ensuing year.

After a Masters Degree has been attained, any graduate hours over the minimum of 32 will be counted towards MA+15. Anyone with 47 graduate credits who is not, currently, at MA+15 will be moved to that lane on the salary schedule.

SECTION IV- NEW TEACHERS:

A teacher who is new to the district after the 2014-15 school year will be placed on the hiring schedule according to previous experience up to 10 years. A teacher with no experience will be placed at step 1. A year of experience is a year of completed teaching in an accredited public or private educational institution. Nothing less than a full year of full-time experience will be allowed for any contracted full-time teacher based on beginning date of contract. Years of experience at an accredited public or private educational institution will be used in hiring teachers whose contract takes affect the 2021-2022 school year and each year thereafter. The school district will not back-pay for teachers whose first contract was prior to the 2021-2022 school year.

A new teacher with one year of experience will be placed at step 2; a new teacher with two (2) years of experience will be placed at step 3, etc up to 10 years. A new teacher will only be given credit for years of immediate continuous experience in accordance with the hiring schedule up to 10 years.

If a new teacher has had half-time teacher experience, the teacher will receive one (1) year credit for experience accumulated during a continuous two (2) year time period. This language applies to all certified staff. This only applies to those being hired into full-time teaching status.

If a new teacher with past experience is hired but was not teaching in an accredited public or private educational institution last year, he/she will lose one (1) year of credit for every year that he/she has not been employed as a teacher. For example, if a teacher had ten years of immediate continuous experience and then did not teach for two (2) years, that teacher would receive credit for eight (8) years of experience and would be placed at step 9 of the salary schedule.

If a new teacher has left the teaching profession to pursue a Master's degree, and then returns immediately after achieving said degree, that teacher will not lose credit for past experience.

ARTICLE XV

EXTRA PAY FOR EXTRA RESPONSIBILITY

SECTION I – EXTRA DUTY PAY

Based on Step 1 of Salary Schedule	Category	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Cat 8	Cat 9	Cat 10
\$ 41,300	Percent	13.00%	12.50%	10.50%	10.00%	7.50%	6.50%	6.00%	5.25%	2.75%	1.50%
	Salary	5369	5162.5	4336.5	4130	3098	2685	2478	2168.25	1136	620
	Cat 1	Head BBB Coach	\$ 5,369	Cat 5	Asst FB	\$ 3,098	Cat 8	JH Boys Track	\$ 2,168		
		Head GBB Coach	\$ 5,369		Asst Boys Track	\$ 3,098		JH Girls Track	\$ 2,168		
		Head VB Coach	\$ 5,369		Asst Girls Track	\$ 3,098		JH Volleyball	\$ 2,168		
		Head WR Coach	\$ 5,369					JH Football	\$ 2,168		
		Sports Performance Coordinator	\$ 10,738					JH Boys Basketball	\$ 2,168		
								JH Girls Basketball	\$ 2,168		
	Cat 2	Head FB Coach	\$ 5,163	Cat 6	Newspaper	\$ 2,685		JH Golf (Spring)	\$ 2,168		
		Head Boys Track	\$ 5,163		Yearbook	\$ 2,685					
		Head Girls Track	\$ 5,163								
		Head CC Coach	\$ 5,163								
	Cat 3	Asst BBB	\$ 8,673	Cat 7	Band	\$ 2,478	Cat 9	Web PPT Developer	\$ 1,136		
		Asst GBB	\$ 8,673		Jazz Band	\$ 2,478		Oral Interp	\$ 1,136		
		Asst VB	\$ 8,673		Vocal	\$ 2,478		National Honor Society	\$ 1,136		
		Asst WR	\$ 8,673		Show Choir	\$ 2,478		Accompanist (Music)	\$ 1,136		
		Cheer Advisor	\$ 4,337		One Act	\$ 2,478		MS Science Fair	\$ 1,136		
					School Play	\$ 2,478		HS Science Fair	\$ 1,136		
	Cat 4	Head Golf	\$ 4,130		Science Olympiad	\$ 2,478		JR Class Advisor	\$ 1,136		
		Head Golf	\$ 4,130					MS Student Council	\$ 1,136		
								HS Student Council	\$ 1,136		
								Cat 10	MS Mini Courses	\$ 620	

SECTION II

1. All qualified staff members are eligible for duties on this schedule.
2. Any extra pay position, not held by currently employed certified or classified staff members, will be made available and will be made known through email to all currently employed certified or classified staff members. Positions may be advertised outside the system at the same time. Those applicants interested in the position must submit an application through the district's internal application process. Qualified staff who submit an application will be interviewed. If extra pay positions remain unfilled after completion of the hiring process, school administration may fill the position with a qualified staff member if mutually agreed upon.
3. The head coach is in charge of his/her respective program, grades 7-12, and is expected to provide direction at all levels. In addition to overseeing the entire program, the head coach may have input into the selection or replacement of an assistant coach.

ARTICLE XVI

GRIEVANCE PROCEDURE

SECTION I - DEFINITIONS:

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

SECTION II - PRINCIPLES

- 1) The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may arise affecting the welfare or working conditions of teachers.
- 2) All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

- 3) Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association at any time.
- 4) Any certificated employee or group of employees has the right at any time to present any grievance to such persons or the Board through such channels as is hereby designated for that purpose.

SECTION III – TIME LIMITS

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

SECTION IV – INFORMAL PROCEDURES:

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

SECTION V – FORMAL PROCEDURES:

1) LEVEL ONE: SCHOOL PRINCIPAL

If the aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal written grievance to his/her principal who will arrange for a meeting to occur within fifteen (15) days after receiving the formal written grievance.

The principal shall, within fifteen (15) days after the meeting occurs, render a decision and rationale in writing to the aggrieved person with two (2) copies to the Association school representative.

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

A teacher, who is not directly responsible to a building principal, may submit his/her formal written grievance claim to the administrator to whom he/she is directly responsible. Said administrator shall carry out the aforementioned responsibility of the principal.

2) LEVEL TWO - SUPERINTENDENT

If an aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she shall, within five (5) days after the decision is rendered, file a written appeal for a hearing by the Superintendent.

The superintendent or his/her representative shall act for the administration at Level Two of the grievance procedure. Within fifteen (15) days after receipt of written appeal for a hearing by the Superintendent, the Superintendent shall meet with the aggrieved person and with a designated representative (if requested by the aggrieved person) for the purpose of resolving the grievance. The superintendent shall, within fifteen (15) days of the hearing render his/her decision and its rationale in writing to the aggrieved person.

3) LEVEL THREE – THE BOARD OF EDUCATION

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she shall within fifteen (15) days after receiving the Superintendent's written decision, refer the grievance to the Board.

At its next regularly scheduled meeting, or at a time agreed upon by the parties, the Board shall hold a hearing and consider the grievance.

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

4) LEVEL FOUR – DEPARTMENT OF LABOR

If after following the grievance procedure through the first three (3) levels the grievance remains unresolved, he/she may, within thirty (30) days after Board's written decision is received, appeal the grievance to the South Dakota Department of Labor. The inclusion of this paragraph in this grievance procedure shall not constitute waiver by either party of its right to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

SECTION VI – RIGHTS OF PARTICIPATION

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

SECTION VII - MISCELLANEOUS:

- 1) If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall begin at Level Two.
- 2) Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision made and its rationale.
- 3) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4) Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through building principals, the Association school representative, and the committee so as to facilitate operation of the grievance procedure.
- 5) The sole remedy available to any teacher for any alleged breach of this policy or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance procedure provided, however, nothing contained herein shall deprive any teacher, administrator or the Board of any legal right.
- 6) The interruption of regularly assigned classes or activities shall be avoided, and students shall not be included in any phase of the grievance procedure except with the mutual consent of both parties.
- 7) Meetings and hearings under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives. The vote on the Board's decision on Level Three grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.
(Revised July 2006)

STAFF COMPLAINTS AND GRIEVANCES

Request for Settlement of Grievance

LEVEL ONE

(To be completed by aggrieved person)

Date of Presentation to Principal: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Principal: _____

NATURE OF GRIEVANCE:

SETTLEMENT REQUESTED:

Signed: _____

Aggrieved Person: _____

ARTICLE XVII

STAFF REDUCTION

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

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

RECALL:

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

Recall privileges cease when a teacher resigns. Recall privileges will also cease if, upon being recalled, the teacher is properly certified for the position, and refuses the position or fails to notify the office of the superintendent within twenty calendar days after the mailing of a written notice of recall. Such mailing shall be sent certified mail return receipt requested to the last address furnished to the superintendent by the teacher.

LEGAL REFS. SDCL 13-43-6.4

ARTICLE XVIII

EARLY RETIREMENT

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

SCHEDULE FOR EARLY RETIREMENT PAYMENTS

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

ASPECTS OF THE POLICY:

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

- 1) The factors, which shall be used to determine the level of early retirement benefits, are age at retirement, years of service in the district, salary on the schedule, but not including any extra duty. The district will maintain a schedule of payments for these factors.
- 2) Payment of the net amount of the benefit will be in one (1) lump sum on the first pay period in July following the date of retirement or as mutually determined by the employee and the district and will be made at the same time as the retiree's last paycheck (June or August). Payment will be made to the SD Retirement System Special Pay Plan.
- 3) The written application, which is obtainable from the district, shall be submitted to the Superintendent no earlier than September 1 and shall be accepted no later February 1st. The board will act upon the applications at the regularly scheduled February board meeting. The applicant shall be notified within ten (10) days of the board action. Early retirement must coincide with the end of the school term. The chronologically older applicants will take precedence if there are more than two qualified applicants. Revised 6/17/08.
- 4) Retirement age for the purpose of this policy shall be determined as of September 1 following termination of employment.
- 5) Years of required service shall include service with the Elk Point-Jefferson School District 61-7, Elk Point District, or predecessor district.
- 6) Early retirement payment(s) shall be reduced by all required deductions under federal and state status.

- 7) Once employees choose early retirement and enter this program, they cannot return to full-time employment in the Elk Point-Jefferson School District 61-7.
- 8) A formal agreement must be signed by the retiree and the board of education.
- 9) A limit of two (2) eligible employees only, could retire in a given year. If there is not two (2) early retirements in a current year, the unused benefit will carry over into the next fiscal year. For budgeting purposes, this early retirement benefit is limited to a total of four (4) in any given year. The business manager will be responsible for managing the carry-over year(s). The oldest employee would retire first.

Application for Early Retirement is on the following page.

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

Name _____

Date of Birth: _____

Age as of September 1, 20____ Age: _____

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

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

_____ Payment to be made _____.

_____ Other arrangements (Describe number of payments and dates)

Signature

Date

FOR OFFICE USE ONLY

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

_____ X 50% = \$ _____
*Current Contract Salary Early Retirement Factor (%) Benefit Amount

*(Excluding extra duty pay)

Approved this _____ day of _____, 20____.

Business Manager

Chairperson of the Board

Superintendent

ARTICLE XIX

PROFESSIONAL STAFF EVALUATION POLICY

Elk Point-Jefferson School District 61-7

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

Other goals of the system are:

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

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

(Revised May 2019)

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

(Added May 2020)

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

Personnel Files

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

Elk Point-Jefferson School District
Classroom Teacher Summative Evaluation Report

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

Teacher: _____ Administrator: _____
 Position: _____ School Year: _____
 Date: _____ Track: _____ 1: Non-tenured (3 or less years)
 2: Continuing Contract (4 or more years)
 3: Teacher on plan of improvement

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

II. Evaluation of Current Level of Teacher Effectiveness

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

Comments & Recommendations:

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

Comments & Recommendations:

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

Comments & Recommendations:

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

Comments & Recommendations:

III. Additional Comments & Recommendations:

IV. Results of this Evaluation Process:

- _____ Contract renewal withheld pending further evaluation/First of two required evaluations
- _____ Meets district teacher performance standards – recommended for renewal
- _____ Does not meet district teacher performance standards – renewal contingent on successful completion of “Plan of Improvement”
- _____ Does not meet district teacher performance standards – not recommended for renewal

Administrator

Date

Teacher

Date

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

Summative Effectiveness Rating Categories:

Below expectations

Meets Expectations

Exceeds Expectations

Walkthrough Observation

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

Formal Observation/Evaluation

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

Summative Observation/Evaluation

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

Student Learning Outcome/Summative Scoring Matrix

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

SUMMATIVE TEACHER EFFECTIVENESS RATING CATEGORIES		
BELOW EXPECTATIONS	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS

JUDGMENT
RATING SUBJECT TO REVIEW

86% to 100% attained
 65% to 85% attained
 Less than 65% attained

Teacher Lesson Plan Guide for Formal Evaluation

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

Section I: Previous Student Knowledge

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

Items which must be included in your lesson plan:

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

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

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

Section II: Classroom Management

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

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

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

Standard(s): Standards should be recognized by students, i.e. included in the lesson. The standards listed are to be recognized as the “**Common Core**” or **state standards** for the particular content covered in the lesson or unit.

Section IV: Introduction

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

Introduction Assessment:

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

Section V: Body

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

Research Based Strategies/Engaging Students In Learning

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

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

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

Formative Assessment: (Information collected to modify presentation of content during learning.)

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

Section VI: Closure

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

Section VII: Student Reinforcement/Formative Assessment:

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

Section VIII: Summative Assessment/Culminating Projects

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

Lesson Plan Template

Chapter/Unit Title: _____ **Lesson/Content Topic:** _____

Period/Course: _____ **Instructor:** _____

Date: _____

Section I: Previous Student Knowledge

Narrative:

Materials:

Section II: Classroom Management

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

Objective(s):

Standard(s):

Section IV: Introduction

Introductory Technique/Topic:

Assessment of Introduction:

Section V: Body

Body:

Research Based Strategies:

Formative Assessment of Body:

Section VI: Closure

Section VII: Student Reinforcement/Formative Assessment:

Section VIII: Summative Assessment/Culminating Projects

Webb Leveling: Expectations for Student Performance

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

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

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

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

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