

Negotiated Agreement
for
2021-2022
between
Vermillion School District
&
Vermillion Education
Association

A circular logo featuring a stylized tanager bird in profile, facing right. The bird is pink with a grey outline. The word "TANAGERS" is written in a grey, sans-serif font along the bottom arc of the circle. A small copyright symbol (©) is located near the bottom right of the circle.

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SEPARATE NEGOTIATED DOCUMENT

All negotiated agreements between the Vermillion Education Association and the Vermillion School Board shall be collected and compiled into a separate document or negotiated agreement. Said agreement shall contain mutually accepted negotiated items for the 2021-2022 school year.

SCOPE OF NEGOTIATIONS-PROFESSIONAL NEGOTIATIONS POLICY

ARTICLE I - RECOGNITION

The Vermillion School Board formally recognizes the Vermillion Education Association as the representative of the certified personnel of the district. (Any and all references to "certified school district employees," "certified staff," "teacher," and "certified personnel" in this negotiated agreement refer to non-administrative certified personnel and employees who are issued individual teaching contracts as defined in SDCL 13-43-6).

The Association may not discriminate in its membership in accordance with SDEA-NEA policy, or any other criteria as defined by the federal government.

Formal recognition shall entitle the Association to reasonable use of school bulletin boards, payroll deduction of membership dues within legal procedures, interschool and intra-school mail service, and the use of school facilities for meetings.

ARTICLE II

A. OBTAINING OBJECTIVES

The process described in this agreement is dependent on mutual understanding and cooperation. It, therefore, requires a free and open exchange of views with all parties participating in deliberations leading to policy decisions. Both parties agree to meet at reasonable times and places and to negotiate in good-faith effort to reach agreement on matters of mutual concern.

B. REPRESENTATION

Members of the School Board or their designated representatives, and representatives named by the Association shall meet for the purpose of negotiation and seeking agreement. Neither party will attempt to exert control over the other's selection of its representatives.

Consultants may be called upon by either party and utilized in the negotiation of any matter being considered by the negotiation teams.

C. SUBJECTS OF NEGOTIATION

The negotiation teams shall consider policies, which affect 'rate of pay, wages, hours of employment, or other conditions of employment' as spoken to in SDCL 3-18-3.

D. DIRECTING REQUESTS

Requests from the Association for meetings of the negotiation's teams shall be made in writing directly to the Board. Requests from the Board shall be made in writing directly to the president of the Association. Within ten (10) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place within fifteen (15) days of the receipt of the request.

Additional meetings shall be agreed upon by the negotiation teams and may be necessary to complete consideration of agenda items. Meetings shall be scheduled to avoid conflicts with school duties of Association representatives, or release time shall be arranged when meetings are held during school hours.

E. STUDY COMMITTEES

The procedure for changing matters, which are subject to negotiation after close of negotiations has occurred, may be initiated through use of a study committee consisting of the superintendent and VEA president. A presentation supporting the proposed change will be made before this committee. If a proposed change needs implementation prior to the next negotiations session, this may be effectuated by agreement of the superintendent, VEA president, and VEA negotiation team, subject to ratification by the school board and the Vermillion Education Association. All items dealing with negotiations shall come back to the negotiation's table for final approval at the next annual negotiation session.

ARTICLE III – SETTLEMENT

When a tentative settlement is reached by the negotiating teams, it shall then be made in writing and submitted to the Association and the Board for approval. Provisions of the settlement shall be reflected in the individual contract or statement of conditions of service as submitted to the employees.

ARTICLE IV – IMPASSE

In case of an impasse, failure to reach an agreement in negotiations, either party may request the South Dakota Labor Department to intervene. Nothing shall prohibit the parties to such an impasse from adopting any other procedure to facilitate a settlement that may be mutually agreeable.

GRIEVANCE PROCEDURE FOR CERTIFIED PERSONNEL

ARTICLE I - DEFINITIONS

- A. A "grievance" is a complaint by a teacher, or group of teachers, based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, policies, rules or regulations of the school district, except that the term "grievance" shall not apply to any matter as to which the method of review is prescribed by law, or the board is without authority to act. Negotiations for, or a disagreement over, a nonexistent agreement, policy, rule, or regulation, is not a "grievance" and is not subject to this procedure.
- B. The term "teacher" applies to any certified professional employee and may include an individual, or group of teachers.
- C. An "aggrieved person" is the person or persons making the claim.
- D. "Board" shall mean the School Board, Vermillion School District 13-1.
- E. "Association" shall mean the Vermillion Education Association recognized by the school board as representing teachers in the district.
- F. The term "days" when used in this policy shall, except where otherwise indicated, mean school days.

ARTICLE II - PURPOSE

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.

ARTICLE III - PROCEDURE

- A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken by the teacher within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement of the aggrieved and the School Board designee provided the time extension is requested within the time limits provided in the Article.
- B. Classroom activities shall not be interrupted, and every effort shall be made to avoid the involvement of students in all phases of grievance procedure.
- C. The person or persons taking the action and/or their selected representatives may be present at every step of the procedure and shall be present at the request of the Board or its designee.
- D. 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 the reason of such participation.

- E. When it is necessary for an aggrieved person and/or a representative(s) of the Association to attend a meeting or a hearing called by the Superintendent during the school day, the Superintendent's Office shall notify the appropriate principals. The aggrieved person and the representative(s) shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- F. The Board agrees to make available to the aggrieved person and his/her representative information, which is in its exclusive possession, or control and which is relevant to the issue raised by the grievance.
- G. Information relating to an employee grievance will be stored in a separate grievance file not the employees' file.

ARTICLE IV - INFORMAL PROCEDURES

- A. If a teacher feels he/she has a grievance, he/she shall first discuss the matter with his/her supervisor, principal, or other administrator, to whom he/she is directly responsible in an effort to resolve the problem. If the grievance is against his/her immediate supervisor, the aggrieved person may discuss the issue with the next person in the chain of command. In beginning informal procedures, the aggrieved person should be mindful of Article VI, Item B time limits for proceeding at Level One below.
- B. If, after such discussion with the supervisor, principal, or other administrator, the teacher is not satisfied with the disposition of the matter, he/she shall have the right to present the matter to and discuss it with the Superintendent.

ARTICLE V - FORMAL PROCEDURES

LEVEL ONE - School Principal, Immediate Supervisor or another Administrator

- A. If an aggrieved person is not satisfied with the disposition of his problem through informal procedures, he/she shall submit his/her claim in writing within the time limits set forth herein. See Article VI, Item B.
- B. Three (3) copies of this written grievance shall be prepared by the teacher, and he/she shall send one (1) copy to each of the following: Supervisor, principal, or other administrator, Association President, and the Superintendent of Schools.
- C. A teacher who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator or supervisor to whom he/she is directly responsible, and such administrator shall carry out the aforementioned responsibilities the same as a principal. The administrator, within ten (10) days, shall render his/her decision in writing to the aggrieved person.

LEVEL TWO - Superintendent of Schools

- A. If an aggrieved person is not satisfied with the decision concerning his/her alleged grievance at Level One, he/she may, within five (5) days after the decision is rendered in writing, file his/her alleged grievance with the Superintendent.
- B. The Superintendent of Schools or his/her designee within ten (10) days from the receipt of the written grievance shall meet with the aggrieved person for the purpose of resolving the grievance. The principal or appropriate administrator who was involved at Level One shall be notified and shall have the option of attending the meeting. Arguments and documentations of all parties shall be made in writing at this level, and copies thereof shall be given to the Superintendent, and all interested parties. The Superintendent shall within five (5) days after the meeting, render his/her decision in writing to the aggrieved person, the supervisor, principal, or other administrator, and the Association President.

LEVEL THREE – School Board

- A. If the aggrieved person is not satisfied with the decision concerning his/her alleged grievance at Level Two, he/she shall, within five (5) days, refer the grievance with argumentation and reason in writing to Level Three. Copies will be sent to the Association President, supervisor, principal or other administrator, Superintendent, Business Manager, and the President of the School Board.
- B. At the next regular meeting, or within twenty (20) calendar days, the Board (or its designated agent) shall consider the grievance or may designate a committee which may or may not include Board members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board shall make a final decision thereon at the following regular or special board meeting. After the meeting, the Board shall notify the aggrieved in writing of its decision.

LEVEL FOUR - is provided for in SDCL 3-18-15.2

- A. This appeal must be made within thirty (30) calendar days.

ARTICLE VI - MISCELLANEOUS

- A. If, in the course of investigation of any grievance by representatives of the complainant, and such investigation requires their presence in a school building, they shall report immediately to the principal of such building being visited and state the purpose of the visit.
- B. If a teacher does not file a grievance in writing pursuant to Article V, Level One, Item B, within thirty (30) calendar days after the teacher knew of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
- C. Grievance forms shall be on file with the building principal and/or the immediate supervisor as well as being linked on the school district webpage.

SUPPLEMENTAL ABSENCES AND LEAVES POLICY RULES

The following supplemental rules apply to various absence and leaves policies:

1. Immediate family shall be defined as including parent, brother, sister, husband, wife, child, ward, grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law or guardian or person who assumed responsibility for the certified staff member's upbringing.
2. Contract year shall be defined as the total number of working days counted in the calendar.
3. When the policy calls for substitute pay to be deducted from the teacher's salary, it shall be computed according to the substitute pay policy then in effect.
4. When the policy calls for the daily rate of pay of the teacher to be deducted, this shall be computed by multiplying the contract salary of the teacher by a fraction which has as its numerator the number of days to be deducted and as its denominator the number of days in the contract year.
5. Requests for leave should be made to the building principal or other administrator to which the teacher is assigned in Weblink. These requests should be submitted to the principal well in advance of the anticipated absence so that substitutes can be obtained.
6. Teachers shall notify the principal of the need for a substitute. Teachers will not obtain nor pay for their own substitute.
7. Whenever a teacher is unable to report to work due to weather, he/she shall notify the building principal and may have the option of applying the lost time to personal leave. If the teacher has exhausted their personal leave, then the substitutes pay will be deducted from the teacher's salary.
8. Teachers who fulfill part of a year's contract shall have their leave benefits prorated according to that fractional part of the contract year that they teach.
9. A teacher new to the system must have reported to work and begun performing the assigned duties before qualifying for any leave benefits.
10. A record of leave used and the amount to be accumulated into the next school term is available to the teacher on Weblink and is backed up on the Cloud.

COMPUTING LEAVE TIME

In all policies where days are referred to, they shall be converted to hours using eight (8) hours to constitute one (1) day. Any deduction of a full day, even with a shortened schedule for that day, will be counted as 8 hours. Any leave occurring at the end of a normal workday will use 4:00pm as the end time when calculating leave hours. Deductions of leave will be made by rounding to the nearest 0.25-hour increment. Deductions of 0.5 hours or less will not be counted if no substitute is needed.

FUNERAL/BEREAVEMENT LEAVE

A teacher may take up to three (3) consecutive workdays with full compensation for funeral leave due to death in the teacher's immediate family, provided that the approval of the building principal, or his/her designee, is obtained. After that, an additional twelve (12) days may be used, upon the approval of the principal, for bereavement of that death which will be taken from the employee's accumulated sick leave.

A teacher may take up to one (1) workday with full compensation for funeral leave due to death where there has been a close association, provided that the approval of the building principal, or his/her designee, is obtained. After that, an additional four (4) days may be used for bereavement of that death which will be taken from the employee's accumulated sick leave.

JURY DUTY, SUBPOENAS, LAWSUITS AND PAY

Section 1: A certified staff employee called for jury duty during school hours or required by subpoena to give testimony in a hearing during school hours, before any judicial, legislative, or administrative tribunal, shall be granted leave with pay for the days, or parts of days, such absence is required. Staff shall report to work if they are released from Jury Duty prior to 3:00. Such certified staff employee shall notify the superintendent and/or principal as soon as practical for the necessity of taking such legal leave.

Section 2: In the event a civil lawsuit is brought against a certified staff employee for actions/omissions arising out of the scope of his/her employment, leave with pay and fringe benefits will be granted for the days, or parts of days, which necessitate his/her absence from work. Nothing in this section impairs the school district's right to proceed with dismissal proceedings against employee pursuant to SDCL 13-43-15.

Section 3: In the event criminal charges are filed against a certified staff employee by local, state, or federal law enforcement agencies, the school board may suspend a teacher with pay and fringe benefits pending final disposition of the criminal charges. This action in no way imputes contributory involvement to the employee and/or guilt on the part of the employee. The certified staff member shall be fully reinstated in his/her employment status in the following events: (1) when all charges are dismissed or (2) when acquitted or found innocent of the charges. Nothing in this section impairs the school district's right to proceed with dismissal proceedings against employee pursuant to SDCL 13-43-15 at any time.

Section 4: Before any certified staff employee is dismissed from his/her duty, all rights granted to the certified staff member pursuant to South Dakota Codified Law (SDCL) 13-43-15, the policies and/or negotiated provisions of the school district and the South Dakota state and federal constitutions shall be fully extended to said employee.

LEAVE OF ABSENCE

A leave of absence without pay for more than twenty (20) workdays but not to exceed one (1) year may be granted by the School Board to teachers in the Vermillion School District for:

1. Serving as an officer of SDEA or NEA;
2. The birth of a child;
3. Recuperating from serious illness after sick leave and sick leave bank options have been exhausted;
4. The purpose of caring for a child, spouse, or parent who is seriously ill;
5. The purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities;
6. The purpose of accompanying a spouse who may also be on a leave of absence;
7. The purpose of satisfying an adoptive agency requirement that adopting parent remain home for a length of time; and,
8. For any reasons wherever the best interests of the teacher and the school district demonstrate approval that such a leave should be granted.

The teacher granted a leave of absence, at his/her option, may continue payments on health, life, and dental insurance for the duration of such leave at his/her own expense.

Upon return from a leave of absence, the teacher shall be granted the same or similar position for which he/she is qualified and shall be placed on the salary schedule at the same position he/she was entitled to at the time the leave was granted. If the leave was for one semester or longer, the teacher shall return at the beginning of the school year or at the beginning of the second semester.

Requests for a leave of absence longer than twenty (20) days must be made in writing to the superintendent by May 15th or the day contracts are due to be returned, whichever is earlier, if the request is for the first semester or entire year. If the request is for the second semester, it must be submitted no later than November 1st.

A teacher who is on a leave of absence for a period longer than twenty (20) days must notify the superintendent no later than March 15th of his/her intention to return or not to return to work the following school term. Failure to submit a written notification will indicate termination from employment with the district.

Leaves without pay for twenty (20) workdays or less during a school year will be at the discretion of the superintendent.

The dates that are herein may be waived pursuant to item 8 above.

MATERNITY LEAVE

Illness/disability policies will apply to maternity. Maternity will be treated the same as any temporary disability.

MILITARY LEAVE

1. Vermillion School District employees who are members of the "reserve component of the armed forces" are strongly encouraged to fulfill military training/active-duty requirements that are optional when school is not in session.
2. Vermillion School District employees who are not members of the "reserve component of the armed forces" may be granted military leave of absence by the superintendent upon receipt of a formal written request with supporting documentation.
 - a. An employee will be paid, at full compensation, up to three (3) days.
 - b. Up to an additional seven (7) days will be paid by the district an amount equal to the difference between the daily military compensation and the employee's daily rate of pay if the employee's daily rate of pay exceeds the daily military compensation.
 - c. Additional days without compensation may be granted to the employee upon approval of the superintendent.
3. The provisions of state and federal law regarding restoration to employment and benefits will be honored.

PERSONAL LEAVE

There may be personal conditions or circumstances, which may require teacher absence for reasons other than those provided for in Professional Leave. A teacher shall receive three (3) personal leave days each contract year with full compensation. A teacher with greater than ten (10) years employment as a teacher with the Vermillion School District may receive one (1) additional personal leave day each year by trading two (2) current year sick leave days with written request. Prior year accumulative sick leave or sick leave bank days may not be used for this purpose. There must be at least two (2) sick leave days remaining for the teacher to trade days for purposes of this policy.

Personal leave will be granted upon request in writing to the building principal contingent upon availability of a substitute. No more than fifteen percent (15%), rounded up to the nearest whole number, of the teachers in each building may use personal leave per day, the days before and after a break of three (3) or more days.

Additional days may be granted without pay upon request in writing to the building principal for special circumstances that come up in peoples' lives.

Up to one (1) day of unused personal leave may be carried over to accumulate to no more than four (4) personal days for the next year. Up to four (4) days may be compensated at a rate of \$50 per day for unused personal leave days. Any other remaining unused and not reimbursed days or half-days will be credited to the employee's accumulated sick leave at the end of the contract year.

POLITICAL LEAVE

Upon request, any teacher shall be allowed political leave. Political leave shall be defined as leave that may occur when a teacher at a school district is elected to public office which would meet during part of a school year. An example would be the State Legislature. Pay would be deducted for the time missed for such leave.

PROFESSIONAL LEAVE

1. Professional leave shall be defined as absence from duties for the purpose of participation in an educational activity determined by the administration to be in the interest of the district and consistent with program goals and objectives; and when such activity is not provided in the district and/or not available on non-teaching days.
2. Approval of participation may be granted by the administration for one or more teachers when such leave conforms to the definition of part 1 of this section. Attendance by more than one teacher is permitted when the benefit of such participation is determined to be to the educational enhancement of the district.
3. The cost of the substitute teacher required by the teacher's absence from the assignment will be borne by the district. Travel, meals, lodging, and fees may also be borne by the district when approved by the building principal.
4. Visitation in another school may be allowed as professional leave provided the visitation is for specific educational purposes which would be for the improvement of a present program or, benefit of a program that could be considered for possible adoption into or improvement of the school district's curriculum.
5. A written report, including recommendations as to further participation, must be filed with the building principal and a verbal report shall be presented to the teacher's co-workers, if requested by the principal.
6. Two (2) days of professional leave, with pay, may be granted to all teachers with an additional day being granted to attend a regional or national meeting. Additional days, with pay, may be granted by the administration for professional development.
7. Association officers and representatives may have, with administrative approval, additional day(s) for the purpose of attending the State Delegate Assembly of SDEA, SDEA Executive Board meetings, and other similar Association business.

SICK LEAVE, FAMILY ILLNESS, AND SICK LEAVE BANK

If a certified staff member is unable to perform duties due to personal illness or disability, the certified staff member may take sick leave with full compensation. The certified staff member shall be allowed ten (10) days sick leave per contract year in addition to prior accumulated sick leave days. Such leave shall be available beginning the first contract day. Any unused sick leave may be accumulated from one year to the next with a limit of 179 days. Absences shall be credited to such leave upon the teacher notifying the building principal.

A certified staff member shall be permitted to use sick leave for serious illness in the immediate family. Such leave will be allowed upon a notice to the principal. Ten (10) days of sick leave per year may be used interchangeably for personal illness and/or family illness without penalty.

A qualified physician's statement verifying the necessity for continuous days of absence beyond three (3) successive days may be required.

Certified staff members shall automatically contribute one (1) day during the first year of employment to the sick leave bank which will allow the staff member to be eligible for sick leave bank benefits. If the bank runs low, staff members will be given the opportunity to contribute sick days to the bank. Upon retirement, if the certified staff member has been with the school district for at least eighteen (18) years of service, the staff member will receive a maximum of \$10.00 per day reimbursement to a maximum of 179 days of accumulated sick leave. A maximum of ten (10) % of the retiring certified staff member's unused sick leave will then be credited to the sick leave bank.

Certified staff who are members of the bank and who have exhausted their accumulated personal and sick leave may make withdrawals from the sick leave bank, provided there are sufficient days in the bank. A qualified physician's verification of need for additional sick leave is mandatory.

Each certified staff member may be granted a maximum of ten (10) days from the sick leave bank in any contract year. Such days shall be dispersed in the following manner:

1. These days are to be used for personal illness or disability and/or child and/or spouse illness or disability.
2. Application shall be accompanied by a qualified physician's statement. Additional days may be granted by the superintendent upon application by the employee.

When a certified staff member becomes a full-time administrator, membership in the sick leave bank shall cease. A part-time administrator's membership in the sick leave bank shall be pro-rated according to the percentage of time the employee contract designates as certified staff responsibilities. Any days contributed by such administrator shall be deducted from the bank and returned to the administrator.

At the conclusion of each contract year, the business office shall send a report to the Vermillion Education Association (VEA) indicating the status of the sick leave bank.

TEMPORARY DISABILITY/ILLNESS FOR CERTIFIED STAFF

After all a school district employee's leave and sick bank days have been exhausted, the district's Short-Term Disability Insurance will be available. Any additional workdays missed will be at full pay deduct and handled with the Short-Term Disability Insurance.

CALENDAR NEGOTIATIONS

The school board will set calendar for the next school term (will listen to advice from VEA).

CALENDAR AMENDMENT

The School Board will establish the school calendar and stay within the 179 contracted days. Staff members should refer to this calendar when making arrangements for trips and vacations. In the rare event that an amendment to the school calendar occurs which would interfere with a scheduled vacation/holiday, but not including amendments to the end of the school year, the following policy would be used.

Employees with previous travel plans over the impacted vacation/holiday should:

1. Inform their building principal in writing of the conflict and provide evidence of a prior planned trip (i.e., tickets, reservations). This must be submitted within five (5) working days from the date the School Board approves the calendar change.
2. If the employee has personal day(s) remaining they will be granted personal leave for said day(s) pending approval from the building principal and completion of the leave form.
3. If the employee does not have personal day(s) remaining they will be granted leave with sub deduct for said day(s) pending approval from the building principal and completion of the leave form.

The employee will not be charged a personal day and sub deduct for the same day.

In the event of an election challenge and change to the start date of the school calendar, the school board will design a new school calendar reflective of the change in start date as well as other resulting changes to the school calendar without consultation with Vermillion Education Association.

DUTY-FREE PREPARATION TIME

1. Scheduling:

Within the workday, each certified staff member shall have an average amount of duty-free preparation time approximately equal in length to a standard teaching period. The specific schedule for the workday shall be set by the site administrator with the intent of giving equal amounts of duty-free preparation time to all certified staff within a building. All certified special education staff will have duty-free preparation time commensurate with other certified staff within that building.

2. Additional Classes Needed:

Upon prior approval from the superintendent, if a certified staff member agrees to teach a class as part of their regular teaching schedule in lieu of his/her duty-free preparation time, the compensation for that class will be determined by the respective teacher's daily rate of pay divided by the number of daily class periods, excluding duty-free lunch, multiplied by the number of days the class is taught by the respective teacher.

3. Substitute Teaching During Duty-Free Preparation Time:

When acting as a substitute teacher or substitute administrator during a teacher's duty-free preparation time, the teacher will be paid \$20.00 per hour, rounded to the nearest 0.25-hour increment.

DUTY-FREE LUNCH

Duty-free lunch is a goal of the school district which is approximately 30 minutes in length. There are times when normally assigned or hired lunch supervision personnel are absent. In those instances, the principal may assign teachers to assist with supervision with those assigned teachers receiving \$10 per time for this periodic assignment.

TEACHING DAY

The normal duty hours for instructional staff are from 8:00 a.m. through 4:00 pm with 0.25 hours of flextime available at the end of each day. Flex time will be defined as any professional work being done in or out of the school building. Adjustments to the regular work schedule may be made, within the framework of an 8-hour workday, if it is in the best interest of the students. These adjustments may only be made with administrative approval.

HIGH SCHOOL SCHEDULE ADJUSTMENT

A high school teacher's daily schedule may be altered to teach classes before or after normal school hours when student needs will be served thereby. Even though the administration may assign teachers' classes and schedule during normal school hours (8:00 a.m. to 4:00p.m.), mutual consent of the teacher and principal with approval by the superintendent is required to alter a teacher's schedule to earlier or later than normal school hours. The amount of time added to a teacher's day either before or after normal school hours will be reduced by a corresponding amount of time within normal hours for each day so altered. The total required amount of student contact time for a teacher shall remain the same. Example: If a teacher's schedule is adjusted to one hour earlier than the normal day to teach an "early bird" class, the teacher's time requirement for the day may end one hour earlier.

VEA PRESIDENTS TIME ALLOWED TO PERFORM DUTIES

The VEA President, during his/her term of office, will be required to attend all staff meetings and meet the obligations of the classroom assignment. The VEA President will have permission to use other unscheduled time during normal duty hours to conduct VEA business with VEA members as deemed necessary.

TICKET SELLER OR ACTIVITY SUPERVISOR

Each teacher shall serve as an activity ticket seller or activity supervisor for one event each year. In turn, the teacher will receive two adult passes that allows admittance to all qualifying events for the respective school year.

ADDITIONAL ACTIVITIES COMPENSATION

Additional activities are those items that are for student instruction but do not appear on the extra-duty pay schedule. Pay rates for such additional activities need to be agreed upon between the VEA President and the Superintendent of Schools prior to implementation. These agreed upon items will then be presented for formal approval at the next annual negotiation session.

The following items have been approved at the formal negotiation session for the 2005-2006 agreement:

- A. Administrative fee for driver's education: \$150.00
- B. Summer instrumental music lessons: \$12.75 per hour
- C. Summer classroom instruction: average daily rate of pay from present contract. If daily summer session is not a formal length school day, such day's length to be pro-rated based on an eight-hour working day. (Ex.: four hours equals one-half (50%) daily rate of pay).

The following item has been approved at the formal negotiation session beginning summer 2016.

- Driving part of driver's education: \$130.00 per student

DUE DATE FOR CREDIT HOURS

Teachers must submit an official transcript of new graduate credit hours to be used in calculating their salary ***by September 5th***.

CONTRACT PAYMENT DATE UNIFICATION

Internal Revenue Code section 409A, effective date January 1, 2008, may present adverse tax consequences for employees who have 10-month employment contracts but are choosing to receive their pay over 12 months. Therefore, the following policy is adopted in accordance with IRS guidelines to avoid nonqualified deferred compensation tax consequences.

All certified staff may elect to be paid over either (i) a 10-month period beginning in September and ending in June of a school year, or (ii) a 12 month period beginning in September and ending in August of a school year. Nine months' pay options will no longer be permitted beginning with the 2008-2009 school year. Pay date will be the 20th day each month unless said date falls on a weekend or a day school is not in session, in which cases the pay date will be moved to the latest day prior thereto that school is in session.

Any and all elections for 10 month or 12 month pay options must be received in writing from each certified staff member to the School District Business Office at 17 Prospect, Vermillion, South Dakota no later than the last business day for the district business office up to noon on December 31, 2007, for the 2008-2009 school year. In the event a certified staff member does not make an election on or before December 31, 2007, said certified staff member will be paid over a 12-month period for the 2008-2009 school year and successive school years until an election is timely made. Any subsequent change in election must be received no later than December 31st of the calendar year prior to that in which the next school year begins. Once an election is made for a specific school year, it must remain irrevocable until a timely election is received for a subsequent school year. Exception: Certified staff that retire may, in the sole discretion of the School Board, receive remaining salary payments in one lump sum in June following the end of the school year provided that written notification of impending retirement is received no later than March 1st and is approved by the School Board no later than April 1st of the year in which election to retire is made. This request is subject to the certified staff member fulfilling employment contract obligations. Newly hired certified staff must make written election on or before June 30th, i.e., before a new staff member's work period technically begins on July 1st. Failure to make such an election will result in a new hire being paid over a 12-month period. Certified staff newly hired after June 30th will be paid over a 12-month period for the first school year of employment. A written election prior to December 31st of that year is then required to designate 10 month or 12-month pay election for the successive school year. If election is not then timely made, the employee will be paid over 12 months for successive school year(s) until a timely election is made.

EXTRA DUTY ASSIGNMENTS

Extra duty assignments are an integral part of a teacher's contract of employment.

To resign from one or more scheduled extra duty assignments listed on the upper portion of an individual's contract shall be considered a resignation from the entire contract.

When a teacher requests to be released from one or more extra duty assignments that are listed on the upper portion of his/her contract, such action requires agreement by the teacher and the school board.

IRS – SECTION 125

The Vermillion School District shall make available to each certified staff member the option to enroll in an IRS – Section 125 plan (full flexible spending plan). Such a plan would allow the certified staff to deduct the cost of medical, dental and/or cancer insurance premiums prior to taxation. The plan would also allow the certified staff member to designate an amount to be deducted from the member's paycheck prior to taxation to be used for non-reimbursable medical expenses and childcare costs. The certified staff member who elects to enroll in such a plan may choose to enroll in any part or parts of the plan.

The staff member who elects to enroll in this plan shall be responsible for paying the monthly cost to the plan's administration. The Vermillion School District will be allowed to select the plan administrator.

INSURANCE

Medical and dental insurance are available on a group plan, which provides for the employee. Below outlines the cost to the employee for single coverage effective July 1, 2021:

Medical Insurance (Single Coverage):

Hills \$2,000 Deductible Plan	\$19.25 per month
Plains \$4,000 Deductible HSA Plan	\$83.44 per month District Contribution

Dental Insurance (Single Coverage):

Basic Plan	District pays monthly premium.
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Employee plus one and family medical plans available at additional cost to employee. The district will also offer an enhanced and family dental plan with the employee responsible for all premium costs above the basic single plan.

SALARY POLICY

The salary for current teachers will minimally include pay from the previous employment year. Any salary increases for the current teaching staff will be determined through the negotiations process. In addition, individual teachers that are currently on staff will receive additional salary increases upon attaining sufficient graduate degree or credits at specific interval categories as follows:

BA+15 credits	\$300
Master's degree	\$1000
MA+15	\$400
MA+30	\$400

New teachers employed by the Vermillion School District will be placed on or above the Vermillion School District Hiring Schedule according to their prior years of full-time teaching experience. The school board will set the hiring schedule. Full-time is considered a minimum of twenty hours per week during a full employment year or forty hours per week for a minimum of 100 days in the employment year.

Only graduate level education credits earned from an accredited college or university for courses in the teacher's area of instruction, educational methods, educational core courses, technology, curriculum, or educational administration will qualify for determination of number of college credits earned beyond BA and MA degrees.

In the event that a certified employee (teacher) must take undergraduate course(s) in order to meet state of South Dakota changes to teaching requirements, said course(s) may be eligible for "determination of number of college credits earned beyond BA and MA degrees" if approved by the superintendent prior to taking the course(s). Approved course(s) will then be treated as graduate level credits subject to the same rules as graduate level credits.

Returning teachers, for the 2020-2021 school year, will receive \$1125.00 flat salary increase according to their individual pro-rated FTE.

HIRING PRACTICE

All future employees of the district holding a four-year teaching certificate shall be employed as far as possible in conformity with the salary schedule, i.e., new employees will receive a salary comparable with the current teacher staff based on experience and education.

However, extraordinary circumstances may occasionally arise that require deviation from such comparable hiring practice as follows, not necessarily in order of consideration:

- a. When the advertisement of teacher vacancies with the South Dakota Teacher Placement Center and/or other advertising agencies fails to produce qualified applicants,
- b. When a vacancy occurs due to a resignation after the last monthly June school board meeting, or,
- c. When a vacancy opens that the school board in its sole discretion deems hard to fill.

Whenever one or more of the above conditions exists, the district may offer market compensation in hiring of new staff members based on education, experience, and/or market conditions using normal hiring procedures.

VEA President will be notified upon implementation of this provision.

VERMILLION SCHOOL DISTRICT
Hiring Schedule for the 2021-2022 School Year

Step	BA Salary	BA+15 Salary	MA Salary	MA+15 Salary	MA+30 Salary
Base +1	41400	41700	42700	43100	43500
2	41650	41950	42950	43350	43750
3	41900	42200	43200	43600	44000
4	42150	42450	43450	43850	44250
5	42400	42700	43700	44100	44500
6	42700	43000	44000	44400	44800
7	43000	43300	44300	44700	45100
8	43300	43600	44600	45000	45400
9	43600	43900	44900	45300	45700
10	43900	44200	45200	45600	46000

IEP OR COMMITTEE MEETINGS PAY OUTSIDE OF DISTRICT CONTRACTED HOURS

All IEP or committee meetings will be conducted during school district contracted hours whenever possible. In the event these meetings are held outside contracted hours, teachers will be paid a pro-rated regular contract salary in 0.25-hour increments for only these meeting times. Payment will be processed by rounding to the nearest 0.25-hour increment. The administrator attending the meetings will sign the pay request for each teacher to verify participation in the meeting. Time accumulated will be turned in within three business days and paid monthly. Extension allowed if administrator fails to process the time sheet on time.

SPECIAL EDUCATION IEP SUMMER PAYMENT

All special education duties, such as IEP meetings, staff meetings; staff training, etc., that were formerly conducted after school hours will be conducted during school hours whenever possible. Such duties conducted during the summer months shall be considered extra duty assignment and shall be paid the number of hours times the teacher's daily rate of pay. Meeting time will be calculated by rounding to the nearest 0.25-hour increment. However, all meetings will be counted for a minimum of 1 hour.

ONE-TIME STATE AID FUNDING POLICY

The Vermillion School Board and the Vermillion Education Association agree that one-time state aid funding for education shall not be considered as funding for the salary policy because it cannot be guaranteed from school year to school year.

In the event that State Aid for education is granted as one-time monies for teacher compensation, that money will be designated as one-time teacher bonuses. The funds will be distributed equally among all certified staff members according to their FTE status. Any such monies will not be considered as salary which means it will not have any impact on future salary calculations.

DISTRICT EARLY RETIREMENT PROGRAM

The following early retirement program will remain in effect only for those employees who have currently qualified for early retirement eligibility and those other employees who will qualify for such eligibility over the ensuing 2016-2017, 2017-2018, and 2018-2019 school years until said eligibility ceases. Early retirement benefits are limited to current 2015-2016 school year salaries for all affected employees.

1. To be eligible for early retirement benefits, teachers must meet all the following conditions:
 - Be at least 55 years of age and no older than 62 years of age (not have reached their 63rd birthday) as of December 31st following the final fiscal year of employment in determining the age of the employee,
 - have had ten (10) years of full-time service in the Vermillion School District immediately prior to entering this program,
 - written application to enter the early retirement program must be submitted to the School Board prior to April 1st of the year in which they elect to retire,
 - early retirement must coincide with the end of the school term.

Teachers who retire between their 55th and 65th birthdays but who have less than 10 consecutive years of full-time service in the Vermillion School District may continue to participate in the district's group health insurance program under the conditions outlined in #10 below.

2. Retiring teachers who do not qualify for the district early retirement payment but meet all the other retirement qualifications of the policy must submit a written application to retire prior to April 1st of the year in which they elect to retire in order to have the option to request final payroll payment to be made in June.
3. A formal agreement must be signed by the retiree and the school board. Such agreement to include the designation of a beneficiary.
4. Once teachers choose early retirement and enter this program, they cannot return to full-time employment in the Vermillion School District 13-1; provided, however, that an early retiree can be employed at administrative staff's discretion as a substitute teacher or part-time classified employee after 26 weeks of complete separation of employment in any capacity.
5. The teacher with the most years of experience in the Vermillion School District shall receive first consideration for early retirement benefits in the event that early retirement elections exceed funds available.
6. Early retirement payments will be made on the basis of seventy percent (70%) for 2016-2017, sixty percent (60%) for 2017-2018, and fifty percent (50%) for 2018-2019. Salary shall be defined as the 2015-2016 contracted salary of the teacher electing early retirement, exclusive of extracurricular payments where the teacher has not directed the activity for five consecutive years, including the year in which early retirement is granted. There will be only one early retirement payment per retiree, made on the June payroll date. The early retirement payment shall be paid into an employer directed non-ERISA

403(b) plan in the name of the retiree in accordance with the annual maximum deposit limits of such post-retirement contributions as outlined in IRS Code.

7. If an early retired certified staff employee dies prior to receiving payment of early retirement benefits, payment will be made to the designated beneficiary.
8. The school board shall withhold all deductions as required by law.
9. A teacher who has been dismissed through the Reduction in Force policy of the district may apply prior to May 1st of the dismissal year for early retirement benefits in accordance with the master contract.
10. Teachers who are granted early retirement benefits may continue to participate in the district's group health insurance program under the following conditions:
 - a. Early retiree shall pay one hundred percent (100%) of the premium cost for his/her participation for coverages available per the "Insurance" provision of the Negotiated Agreement.
 - b. The monthly premium shall be paid by each early retiree at such time and in such a manner as required by the business manager of the district.
 - c. If an early retiree maintained dependent coverage at the time of early retirement, such coverage may be continued hereunder. No dependent coverage may be added after the date of retirement.
 - d. The district's group coverage shall cease on the sixty-fifth (65th) birthday of the retiree. If a dependent reaches the age of sixty-five (65) before the retiree, the plan shall be reverted to an individual plan for the retiree only.
 - e. The retiree, at age sixty-five (65) or older, must convert to an individual policy at the time of retirement.
 - f. If an early retiree dies and the spouse was not a teacher of the district eligible for group health insurance, the spouse shall lose coverage under the district's group plan within sixty (60) days of such death, unless the spouse is eligible for continuing group coverage under federal mandated law COBRA.

EVALUATION OF CERTIFIED TEACHERS

A. Purposes.

The purposes of the teacher evaluation will be for the improvement of instruction, improvement of methods used for instruction, and recommendations for continued employment. The purpose of goals or professional learning plans are to give the teacher and the evaluator an opportunity to select areas for professional growth, affording the teacher an opportunity to use self-evaluation to improve areas of instruction.

B. Frequency.

The following will apply for each teacher that is employed under contract:

(a) Probationary teacher (teacher within three full years of teaching for the district).

Each teacher will have a minimum of one formal evaluation per year, unless said teacher or administrator requests evaluation more frequently. The evaluation will be completed by March 1st.

(b) Continuing contract teacher (teacher beyond three full years teaching for the district).

Each teacher will have a minimum of one formal evaluation every other school year, unless said teacher or administrator requests evaluation more frequently. The evaluation will be completed by March 1st.

(c) Formal evaluation.

A formal evaluation must include a minimum of 30 minutes of classroom observation or visitation. (See: Attached Evaluation Report)

(d) Informal evaluation.

Informal evaluations for probationary or continuing contract teachers can be utilized throughout the school year. Any teacher or evaluator may request additional evaluations, as found desirable in the best interests of the teacher or the school district within 10 teaching days of the request.

C. Procedures.

The formal evaluation will be completed and stated in written form by the appropriate evaluator. The evaluation instrument is to include the following rating scale:

A. Distinguished – (Exceeds district standards).

B. Proficient – (Meets district's standards).

C. Basic – (Improvement is needed. Development of professional growth goals is mandatory. Failure to achieve professional growth goals is caused to receive a subsequent "Unsatisfactory" rating).

D. Unsatisfactory - (Unsatisfactory performance and will be placed on a plan of assistance).

N/O. - (Not observed).

Each formal evaluation will be preceded by a pre-conference and followed by a post-conference between the evaluator and teacher. In the pre-conference, each party will discuss specifics to be observed and will follow the Formal Evaluation Report form. The post-conference is to occur

within ten (10) teaching days after the conclusion of the formal observation. Professional growth goals will be developed and/or continued at this post-conference.

The evaluator may make as many informal observations as he/she deems necessary during each semester of the school year. Informal classroom observations may be made without advance notice to the teacher. If an informal observation brings to light any problems or deficiencies, the evaluator shall write a summary of the observations which will be discussed with the teacher within five (5) working days after the informal observation. This written informal summary may become the basis for conducting a formal observation and may be included as part of the formal evaluation.

Whenever an unsatisfactory item is indicated on the formal evaluation by the evaluator, the Vermillion School District's Plan of Assistance needs to be developed by the evaluator within twenty (20) teaching days after the conference. The plan shall be implemented by the teacher. The plan is to provide guidance to the teacher on how to overcome the area indicated as unsatisfactory. (See: Attached Plan of Assistance)

The teacher and the evaluator shall sign the evaluation form which indicates that both evaluator and teacher are aware of the contents of the evaluation. Copies of the evaluation are to be distributed to the teacher, evaluator, and superintendent. Copies of the evaluation are to be filed in the building principal's office and the office of the superintendent.

Evaluations for head and assistant athletic coaches will be conducted by the athletic director at least once per year. Evaluations for other activity personnel will be conducted by an administrator at least once per year.

D. Domains of evaluation.

All teachers employed by the school district shall be evaluated on the following domains that have been derived from the Danielson Framework for Teacher, 2011

- I. Planning and Preparation,
 - II. The Classroom Environment,
 - III. Instruction, and
 - IV. Professional Responsibilities.
- (See: Attached Framework for Teaching Evaluation Criteria)

E. Use of results.

Results of the evaluations are to be used to improve the quality of instruction and to determine status for continued employment.

F. Review Procedures.

A formal evaluation performed by an evaluator with a teacher is subject to review by request of the teacher. The following are the procedural steps in the review procedure:

1. Any teacher desiring a formal evaluation review must first submit concerns about the formal evaluation in writing to the evaluator within ten (10) teaching days after the post-conference. Failure to timely request a formal evaluation review results in waiver of the review process.

2. If the teacher's concerns are not resolved at this level, the request for the formal evaluation review may then be passed on to the next higher administrative level, culminating at the superintendent level.

LIQUIDATED DAMAGES/RESIGNATION

A teacher who requests to be released from a signed contract will, in the event the resignation or request for release is accepted or approved by the school board, be responsible for liquidated damages to the school district according to the following schedule:

- Contract return deadline through June 15th - \$1000
- June 16th through July 16th - \$1500
- After July 17th - \$2000

When damages are paid, the teacher shall be released from his/her position. The assessing of these liquidated damages shall be the sole remedy utilized by the district relating to contract action.

The above liquidated damages shall not be assessed if the release request is due to personal illness, family illness, or the transfer of a spouse (a spouse's own decision to change employment and/or job location is not considered involuntary).

PERSONNEL FILES

No materials derogatory to the teacher's conduct, service, character, personality, and performance shall be placed in the teacher's official employment/personnel file unless the teacher has had the opportunity to read the material. The material shall be signed and dated by the teacher indicating that s (he) has read it. The teacher shall have the right to respond to any material placed in her/his official employment/personnel file.

Certified personnel shall have the right to examine their official employment/personnel files at any reasonable time, to be accompanied by an Association representative in such examination and to make one copy of any material in the file. No material entered an employee's official employment/personnel file may be used in any proceeding unless the employee has had the opportunity to review and initial it.

For purposes of this policy, official employment/personnel file shall mean only those files that are contained and held in the Administration Building of the Vermillion School District.

STAFF REDUCTION

Staff reduction occurs when the Board eliminates an existing position held by a certified teacher. In the event the Board determines that a staff reduction is necessary, the following process will be followed:

1. If possible, the reduction will be affected through normal attrition.
2. If the reduction cannot be affected through normal attrition, the Association will be notified in writing of the planned reduction and allowed 14 days to present possible alternatives to the Board.
3. If a position is eliminated due to staff reduction, the Board will determine which teacher or teachers are to be released after applying the following criteria, listed in order of importance:
 - I. Certification and Qualification: Appropriate certification and qualification for area of assignment
 - II. Performance: Professional effectiveness as reflected by the teacher's most recent written evaluations, not to exceed three
 - III. Educational background: Advanced degrees and coursework beyond the bachelor's degree in the area of assignment
 - IV. Seniority: Years of professional experience with the Vermillion School District

In the event that two or more employees are equally qualified under the four criteria set forth above, then the decision shall be based on recommendation of the building principals.

4. Positions held by persons with less than full certification for their current teaching assignment will be open to a teacher properly certified for the assignment who has been notified that his or her position has been eliminated and who has requested to be considered for that position.
5. A teacher who has been notified that his or her position has been eliminated shall notify the Board of any positions for which he or she wishes to be considered and for which he or she can qualify and certify.

STAFF RECALL

If, during the first school year subsequent to the date a certified teacher is laid off because of staff reduction, a vacancy occurs in grade, subject areas, and activities in which the nonrenewed teacher had been teaching or is qualified to teach, reemployment will be extended to the teacher using the same criteria contained in the staff reduction policy that were implemented for the teacher's nonrenewal, listed as follows in order of importance:

I. Certification and Qualification: Appropriate certification and qualification for the area of assignment;

II. Performance: Professional effectiveness as reflected by the teacher's most recent written evaluations, not to exceed three;

III. Educational background: Advanced degrees and coursework beyond the bachelor's degree in the area of assignment, and

IV: Seniority: Years of professional experience with the Vermillion School District.

In the event that two or more teachers having recall status are equally qualified under the four criteria set forth above, then the recall decision shall be based on recommendation of the building principals.

A recalled teacher shall retain previously accumulated sick leave benefits, unless previously compensated for such benefits upon staff reduction nonrenewal.

Recall privileges cease when a teacher resigns. Recall privileges will also cease if upon being recalled the teacher fails to report to execute a written SDCL 13-43-4 contract within twenty (20) calendar days after the mailing of a written notice of recall. Such notice of recall shall be sent by certified mail to the last address furnished to the superintendent by the teacher, and the twenty (20) day period shall commence to run on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district.

TRANSFERS, REASSIGNMENTS, AND VACANCIES-CERTIFIED STAFF

Transfers (appointment to a different building) and reassignments (change in grade and/or subject assignment at the same building) are either voluntary or involuntary.

Transfers and reassignments are usually necessary because of certified staff retirements, resignations, terminations, or variances in student enrollment. When a vacancy occurs, certified staff members will be given an opportunity to volunteer or request a transfer or reassignment.

VOLUNTARY TRANSFERS/REASSIGNMENTS

Notification of vacancies will be e-mailed to current certified staff and posted on the school district website.

Teachers who desire a transfer (appointment to a different building) or reassignment (change in grade and/or subject assignment at the same building) shall file a written request to the appropriate building principals with a copy to the superintendent within 48 hours of the email notice and website posting, utilizing the form contained in Appendix E.

All denials of transfer/reassignment requests shall be provided utilizing the form contained in Appendix F and shall include rationale for the denial. The administrator will consider but is not limited to the following items as the transfer/reassignment decision is made:

1. Certification and qualification of the teacher as compared to the job criteria and any minimum requirements for the position to be filled;
2. The availability of a certified and qualified replacement for the position vacated by the transferring/reassigned teacher;
3. The opportunity for professional growth for the teacher;
4. The length of service of the teacher in the Vermillion School District, and
5. Certification and qualifications of the teacher as compared to those of other candidates.

INVOLUNTARY TRANSFERS/REASSIGNMENTS: Whenever an involuntary transfer or reassignment is anticipated, the administration shall ask for volunteers from the teaching staff before an involuntary transfer or reassignment is made. Administration will consider but not be limited to the following items as the involuntary transfer/reassignment is made:

1. Student and curriculum needs;
2. The length of service of the teacher in the Vermillion School District;
3. Certification and qualifications of the teacher as compared to the job criteria and any minimum requirements for the position to be filled, and
4. Certification and qualifications of the teacher as compared to those of other candidates with the same seniority.

An involuntary transfer/reassignment shall be made only after a meeting between the teacher involved and the administrator at which time the teacher shall be notified utilizing the form contained in Appendix F of the reasons for this transfer. The teacher may, if so desired, have a representative present.

Negotiated Agreement

The following documents represent changes to the Negotiated Agreement between the Vermillion Education Association and the Vermillion School District Board of Education for 2021-2022. These changes shall be incorporated into the Negotiated Agreement and presented to each staff member governed under said agreement. Copies of the 2021-2022 Negotiated Agreement will be available on or about August 12, 2021.

The signatures below verify the accuracy of the changes in the 2021-2022 Negotiated Agreement.



VEA Chief Negotiator



VEA President

8-4-2021
Date



School Board Chief Negotiator



School Board President

8-5-2021
Date

Appendix A

2021-2022 Calendar

Dates	Event
8/17, 8/18	Full-day 8/17, Full-day 8/18 Preschool In-service
8/19	First Day of School
9/7	Labor Day
9/25	Full Day In-service
10/8, 10/9	Conferences
10/12	Native American Day
11/25, 11/26, 11/27	Thanksgiving Vacation
12/22	Begin Christmas Vacation, last day before break
1/7	Classes Resume
1/18	Martin Luther King Day
2/11, 2/12	Conferences
2/15	Presidents Day
3/11, 3/12	Spring Break
4/2	Good Friday
4/5	Easter Monday
5/20 (Thursday)	Last Day of School

1. 179-day teaching calendar to include parent/teacher conferences.
2. 2 full days of preschool in-service (8/17, 8/18).
3. 173 student contact days, 2 Preschool days, 2 cumulative in-service days, 3 parent/teacher evenings = 179 days.
 - a. Cumulative in-service days as follows:
 1. 9/25 – full day
 2. 10/9 – 2pm – 4pm
 3. 2/12 – 2pm – 4pm

Appendix B
Extra Duty Activities
(NOTE: Spring 3-Act Play and Musical Alternate Years)

TIER 1: COACHING ASSIGNMENT (HEAD \$4,500, ASSISTANT \$3,000, 9TH GRADE (NOT ALL SPORTS HAVE 9TH) \$2,500):

BOYS' BASKETBALL -- **PROPOSED**
 HEAD COACH: \$4,500
 ASS'T COACH: \$3,000
 9TH GRADE COACH: \$2,500

BOYS' & GIRLS' TRACK -- **PROPOSED**
 HEAD COACH: \$4,500
 (3) ASS'T COACH: \$3,000
 POLE VAULT \$1,500

GIRLS' BASKETBALL --
 HEAD COACH: \$4,500
 ASS'T COACH: \$3,000
 9TH GRADE COACH: \$2,500

VOLLEYBALL --
 HEAD COACH: \$4,500
 ASS'T COACH: \$3,000
 9TH COACH: \$2,500

FOOTBALL --
 HEAD COACH: \$4,500
 (2) ASS'T COACH: \$3,000
 (2) 9TH GRADE COACH: \$2,500

WRESTLING --
 HEAD COACH: \$4,500
 ASS'T COACH: \$3,000

GYMNASTICS --
 HEAD COACH: \$4,500
 ASS'T COACH: \$3,000

TIER 2: COACHING ASSIGNMENT (NO ASSISTANT FOR GOLF AND TENNIS):

BOYS' BASKETBALL -- **PROPOSED**
 MS COACH: \$2,000

GIRLS' SOCCER -- **PROPOSED**
 HEAD COACH: \$3,000
 ASS'T COACH: \$2,200

GIRLS' BASKETBALL --
 MS COACH: \$2,000

BOYS' TENNIS --
 HEAD COACH: \$2,800

FOOTBALL --
 MS COACH: \$2,000

GIRLS' TENNIS --
 HEAD COACH: \$2,800

BOYS' & GIRLS' CROSS COUNTRY
 HEAD COACH: \$3,250
 ASS'T COACH: \$2,200

BOYS' & GIRLS' TRACK --
 (3) MS COACH: \$2,000

BOYS' GOLF --
 HEAD COACH: \$3,000

VOLLEYBALL --
 MS COACH: \$2,000

GIRLS' GOLF --
 HEAD COACH: \$3,000

WRESTLING --
 MS COACH: \$2,000

BOYS' SOCCER --
 HEAD COACH: \$3,000
 ASS'T COACH: \$2,200

STRENGTH & CONDITION COACH
 FALL \$2,100, SPRING \$2,100, SUMMER \$2,100, WINTER \$2,100

MISCELLANEOUS - -

ART CLUB - - **PROPOSED**
HIGH SCHOOL: \$300

ACTIVITIES & Ass't DIRECTOR - -
HEAD - on contract
ASSISTANT - on contract

CLASS ADVISORS - -
SENIOR CLASS: \$325 EACH (2 ADVISORS)
JUNIOR CLASS: \$525 EACH (2 ADVISORS)
SOPHOMORE CLASS: \$325
FRESHMEN CLASS: \$325

DANCE TEAM - -
HEAD COACH: \$2,400
ASS'T COACH: \$900

CHEER ADVISOR - -
HEAD COACH: \$2,600

DEBATE - -
HEAD COACH: \$3,500
ASS'T COACH: \$2,000

FALL PLAY - -
HEAD ADVISOR: \$1,600
ASS'T ADVISOR: \$630

FCCLA - -
HIGH SCHOOL: \$300

INSTRUMENTAL - -
HIGH SCHOOL: \$5,000
MIDDLE SCHOOL: \$2,205

MARCHING BAND FLAGS - -
HIGH SCHOOL: \$945

YEARBOOK - -
HIGH SCHOOL: \$2,400

MATH CLUB - - **PROPOSED**
HIGH SCHOOL: \$300

MATH COUNTS - -
MIDDLE SCHOOL: \$900

WINTER PLAY - -
HEAD ADVISOR: \$1,600
ASS'T ADVISOR: \$630

SPRING PLAY (BI-YEARLY) - -
HEAD ADVISOR: \$1,600
ASS'T ADVISOR: \$630

MUSICAL (BI-YEARLY) - -
HEAD ADVISOR: \$2,600
(3) ASS'T ADVISOR: \$1,335

NATURAL HELPERS - - \$900
NATURAL HONORS SOCIETY - - \$900
ORAL INTERP. - -

HIGH SCHOOL, HEAD ADVISOR: \$1,800
HIGH SCHOOL, ASS'T: \$1,200

MIDDLE SCHOOL: CURRENTLY WE DO NOT HIRE ANYONE FOR THIS POSITION

QUIZ BOWL - -
HIGH SCHOOL: \$900

SCIENCE CLUB - -
HIGH SCHOOL: \$300

SCIENCE CLUB/SCIENCE OLYMPIAD - -
MIDDLE SCHOOL: \$900

STUDENT COUNCIL - -
HIGH SCHOOL: \$1,200
MIDDLE SCHOOL: \$1,100

VOCAL MUSIC - -
HIGH SCHOOL: \$3,600
MIDDLE SCHOOL: \$2,670 & \$630
ELEMENTARY (5/7, 1/7, 1/7): \$700

Note:

Salary increases -

Year - 1-3 - increase 5% @end of year 3

Year - 4-6 - increase 5% @end of year 6

Year - 7-9 - increase 5% @end of year 9

Year - 10-12 plus - increase 5%, then cap @end of year 12

*Grandfather all current staff in place

*Salary schedule reevaluated every four years. (2018, 2022, etc.)

Appendix C

Title I Teachers

SALARY:

The formula for calculating teacher's salaries in the Vermillion School District would be used to calculate their salary with the current base.

Years of service would be based on the years of service they have brought with them since 2001-2002.

Appendix D

SALARY SCHEDULE – Historical Data

Approved February 9, 1987

To qualify for MA+15 or MA+30 category, the teacher must submit evidence of credit taken at an institution that has an approved post-master's degree program (Educational Specialist or Doctors Degree) with exceptions subject to the approval of the superintendent. Courses taken must be acceptable for this post-master's degree. At least one-half of these credit hours must have been taken in the field(s) in which the teacher is presently assigned. Such evidence to be submitted to the business office by September 1st to be eligible for change in the salary schedule.

Approved March 30, 1987

Step 1 on the 1987-1988 salary schedule has been eliminated and step 2 is the base salary. Individuals hired with 0- or 1-year experience will be placed on step 2. This change does not affect the placement or progression of staff currently on the salary schedule.

Approved May 5, 1989

Salary Schedule

The negotiated agreement for the 1989-1990 school year will require certified staff to remain on their current salary step for the 1989-1990 school year. An additional \$900 has been added to the 1988-1989 salary amount for all full-time certified staff. This agreement does not affect future movement on the salary schedule for step or lane advancement. Example: if a staff member is on BA, Step 7 (\$17,000) during the 1988-1989 school year, the individual will remain on BA, Step 7 for the 1989-1990 school year with a salary increase of \$900 (\$17,000 + \$900) BA, Step 7 at \$17,900.

Extra Duty

Coaches and activities staff will remain on the same step they are currently on for the 1989-1990 school year. The salary will be adjusted to reflect the appropriate percentage of the increase salary schedule amount at that step.

Approved July 9, 1991

Credit applied for movement on salary schedule

All course credit applied for movement on the salary schedule (BA+15, MA, MA+15, and MA+30) will be minimum of "B" grade or "pass" for pass/fail courses, "Satisfactory" for satisfactory/unsatisfactory courses or minimum grade point level required in the graduate programs in which the individual is enrolled.

SALARY SCHEDULE – Historical Data continued

Approved January 8, 2001

Based on past practices, teachers in the Vermillion School District were either not credited for a year of experience due to a one-time freeze or had an extra year credited due to the practice of hiring at step 2. In implementing this salary schedule for teachers currently teaching in the Vermillion School District, years of experience were determined as:

Hired in 1989-90 or before – current step +1

Hired after 1989-90:

- a) No previous experience – current step – 1
- b) One-year previous experience – current step
- c) All others – current step + 1

Approved December 11, 2006

The salary formula was changed for the 2006-2007 school year based upon the following:

- 1. \$1000 base increase. (\$25,000 base for 2006-2007 school year)
- 2. \$250 per year local experience pay.
- 3. \$40 per new college credit.
- 4. \$400 per new college degree for Master and Doctorate degrees.

Approved May 12, 2008

This item was removed for 2008-09 contract year:

College Credit Levels

Experience pay will be limited to the following credit increments and apply to the formula above and to the formula for Teachers working under Vermillion School District initial contract beginning 2006-2007 and after:

0-16 credits – 12 years
17-32 credits – 16 years
33-48 credits – 20 years

49-64 credits – 24 years
65-90 credits – 28 years
Doctorate – no limit

Approved June 14, 2010

The salary formula was changed for the 2010-2011 school year based upon the following:

- 1. \$200 base increase. (\$28,900 base for 2010-2011 school year)
- 2. \$100 year of experience.
- 3. Additional \$22 per college credit. (for up to 10 credits per year at the \$40 rate)
- 4. \$62 per new college credit.
- 5. \$730 per new college degree for Master and Doctorate degrees.

SALARY SCHEDULE – Historical Data continued

Approved May 2, 2012

The salary formula was changed for the 2012-2013 school year based upon the following:

1. \$200 base increase. (\$29,100 base for 2012-2013 school year)
2. \$0 year of experience.
3. Additional \$22 per college credit. (for up to 10 credits per year at the \$40 rate)
4. \$62 per new college credit.
5. \$730 per new college degree for Master and Doctorate degrees.
6. One-time signing bonus for returning teachers for the 2012-2013 year only with the understanding that if they do not fulfill the entire year all dollars will be returned to the district:
 - i. \$575.00 – 20 or more years;
 - ii. \$525.00 – 10 through 19 years;
 - iii. \$475.00 – 5 through 9 years, and
 - iv. \$425.00 – 1 through 4 years.

Approved June 10, 2013

The salary formula was changed for the 2013-2014 school year based upon the following:

1. \$900 base increase. (\$30,000 base for 2013-2014 school year)
2. \$0 year of experience.
3. \$62 per college credit.
4. \$730 per new college degree for Master and Doctorate degrees.

Approved July 14, 2014

The salary formula was changed for the 2014-2015 school year based upon the following:

The salary for current teachers will minimally include pay from the previous employment year. Any salary increases for the current teaching staff will be determined through the negotiations process. In addition, individual teachers that are currently on staff will receive additional salary increases upon attaining sufficient graduate degree or credits at specific interval categories as follows:

Hiring Schedule	\$31,500.00 base for the 2014-2015 school year
BA+15 credits	\$300
Master's degree	\$500
MA+15	\$300
MA+30	\$300

When calculating payment for the above amounts, a teacher will receive the greater of:

1. Amount paid for credits within each category prior to the 2014-15 school year, or,
2. Amount indicated in the appropriate credit payment category above.

SALARY SCHEDULE – Historical Data continued

Current teachers will initially be placed on or above the Vermillion School District Hiring Schedule based on this salary and college credits earned beyond BA and MA degrees.

Approved May 11, 2015

The salary formula was changed for the 2015-16 school year based upon the following:

Hiring Schedule \$32,500.00 base for the 2015-16 school year

Returning teachers, for the 2015-2016 school year, will receive a 4% salary increase according to their individual pro-rated FTE.

Approved June 13, 2016

The salary formula was changed for the 2016-17 school year based upon the following:

Hiring Schedule \$37,500.00 base for the 2016-17 school year

Returning teachers, for the 2016-2017 school year, will receive a \$5000 salary increase according to their individual pro-rated FTE.

Extra duty activities, freeze activity pay at current year (2015-2016) amounts for 2016-2017.

Approved November 30, 2016

The salary formula was changed for the 2016-17 school year based upon the following:

Hiring Schedule \$38,500.00 base for the 2016-17 school year

Approved May 8, 2017

The salary formula was changed for the 2017-18 school year based upon the following:

Hiring Schedule \$38,500.00 base for the 2017-18 school year

Returning teachers, for the 2017-2018 school year, will receive a one-time \$525 salary bonus according to their individual pro-rated FTE.

Extra duty activities, freeze activity pay at current year (2016-2017) amounts for 2017-2018.

SALARY SCHEDULE – Historical Data continued

Approved May 14, 2018

The salary formula was changed for the 2018-19 school year based upon the following:

Hiring Schedule	\$39,080 base for the 2018-19 school year
Master's degree	\$800

Returning teachers with master's degree, for the 2018-2019 school year, will receive catch-up pay to get them to above master's degree.

Returning teachers, for the 2018-2019 school year, will receive 1.5% salary increase plus \$300 salary according to their individual pro-rated FTE.

Extra duty activities:

Salary increases –

Year - 1-3 - increase 5% @end of year 3

Year - 4-6 - increase 5% @end of year 6

Year - 7-9 - increase 5% @end of year 9

Year - 10-12 plus - increase 5%, then cap @end of year 12

*Grandfather all current staff in place

*Salary schedule can be revisited in the future

Approved May 15, 2019

The salary formula was changed for the 2019-20 school year based upon the following:

Hiring Schedule	\$40,000 base for the 2019-20 school year with upper row being base & 1.
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Returning teachers, for the 2019-2020 school year, will receive 2.6% salary increase according to their individual pro-rated FTE.

Longevity Bonus (One-time payment – not added to salary)

15-19 years	\$200
20-24 years	\$300
25-29 years	\$400
30 plus	\$500

If the 2019-2020 school is your 15th year, you are eligible.

Payment is to be made in November payroll.

With the understanding that if they do not fulfill the entire year, all money will be returned to the district.

SALARY SCHEDULE – Historical Data continued

Approved May 11, 2020

Due to public k-12 education funding uncertainties resulting from the COVID-19 pandemic that are to be addressed during an anticipated summer 2020 special legislative session to be called by the South Dakota governor, the Vermillion School Board and the Vermillion Education Association agree as follows:

1. Teacher contracts of employment will initially be issued to and returned from teachers based on 2019-2020 compensation amounts.
2. Upon conclusion of the mentioned special legislative session, contract addendums will be issued to and returned from teachers reflecting compensation based upon the resulting actual k-12 public education funding availability: (a) If k-12 funding increases or remains the same as last year's, teacher contract addendums will reflect the actual k-12 funding percentage increase up to two percent, or if no increase, indicate no change from the initially issued contract; (b) If k-12 funding decreases between zero and two percent from last year's, teacher contract addendums will reflect no change from the initially issued contract (c) If k-12 funding decreases between two percent and six percent from last year's, that decrease will be shared equally between the district and the teachers having the teacher contract addendums reflecting a maximum two percent decrease, (d) if k-12 funding decreases more than six percent from last year's, teacher contract addendums will reflect a two percent decrease, (e) if teacher contracts are decreased, ½ day will be reduced from the contract for each one percentage (in .50% increments) of decrease in salary for the 2020-2021 school year, and (f) The hiring schedule will follow the following formula: current funding amount minus 1% to maintain a difference between new hires and returning staff members.
3. In the event that additional money from the state or federal for school year 2020-2021, independent from the state budget, is available to use for compensation of staff, negotiations will be reopened to discuss appropriation of funds.
4. The Appendix H Negotiations Guidelines Item J will apply to all negotiation items not settled by May 1st, 2020 EXCEPT those contained in 1 and 2 above.
5. The Vermillion School Board and Vermillion Education Association will meet following conclusion of the mentioned special legislative session to determine contract addendum compensation based on 1 and 2 above.

Returning teachers, for the 2020-2021 school year, will receive 2.0% salary increase according to their individual pro-rated FTE.

SALARY SCHEDULE – Historical Data continued

Approved April 22, 2021

The salary formula was changed for the 2021-22 school year based upon the following:

Hiring Schedule	\$41,400 base for the 2021-22 school year
Master's degree	\$1000
MA+15	\$400
MA+30	\$400

A teacher currently at the master's degree level would receive a salary increase of \$200 from their 2020-2021 salary.

A teacher currently at the MA+15 level would receive a salary increase of \$300 from their 2020-2021 salary.

A teacher currently at the MA+30 level would receive a salary increase of \$400 from their 2020-2021 salary.

Returning teachers, for the 2021-2022 school year, will receive \$1125.00 increase according to their individual pro-rated FTE.

One time amendment to payment for unused Personal Leave. For the school year 2020-2021, the District agrees to compensate employees for unused Personal Leave at \$75.00 per day, due to COVID-19 Pandemic.

Extra duty activities:

Remove 2020-2021 Extra Duty Pay Schedule. To be paid over 12 months per contract language.

Remove Coteau \$1500 Insurance Plan and change HAS amount to \$83.44 per month.

Appendix E
VERMILLION SCHOOL DISTRICT
Transfer/Reassignment Request

Name of Employee: _____

Present Assignment: _____

Present Telephone Number: _____

Summer Telephone Number: _____

Present School: _____

Number of Years in Present Assignment: _____

Assignment(s) Requested: _____

(1) Building _____ Grade _____ Subject _____

(2) Building _____ Grade _____ Subject _____

(3) Building _____ Grade _____ Subject _____

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

_____ Yes _____ No _____ Not Certain

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

Signature of Employee

Date

Appendix F
VERMILLION SCHOOL DISTRICT
Transfer/Reassignment Approval or Denial

Name of Employee: _____

Present Assignment: _____

Present Building: _____

Assignment(s) Requested: _____

(1)	Building _____	Grade _____	Subject _____
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(2)	Building _____	Grade _____	Subject _____
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(3)	Building _____	Grade _____	Subject _____
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Reasons for Approval or Denial:

Signature of Principal

Date

Appendix G

FULL FORCE AND EFFECT CLAUSE

Any other articles or portions thereof, not the subject of a proposal by either party shall remain in full force and effect with the exception of any necessary date changes.

Appendix H

2020-2021 NEGOTIATIONS GUIDELINES

- A. In accordance with SDCL 3-18, the board recognizes the Vermillion Education Association/SDEA/NEA as the official representative for all employees as defined in Article 1, paragraph one of the negotiated agreement.
- B. The parties agree to enter into negotiations pursuant to SDCL 3-18. Negotiations by the parties shall be conducted in good faith. Such obligation does not compel either party to agree to a proposal or require the making of a concession but shall require a statement or rationale for any position taken by either party.
- C. Neither party shall have any control over the selection of the negotiators or representatives of the other party. The parties mutually pledge that their representatives will be authorized to make proposals and consider proposals in the course of negotiations. Each party shall determine its own chairperson and/or spokesperson. The spokesperson may request that another team member speak to present information or an explanation during a negotiations session.
- D. Either party may utilize the services of outside consultants and may call upon professional and legal representatives for advice during negotiations.
- E. Negotiations sessions shall be held at times and locations mutually acceptable to both parties. Prior to adjournment, the time, location, and agenda of the next session shall be determined by mutual agreement.
- F. An initial meeting will be held by March 15th to discuss the concerns of the school board and the association. Formal proposals may be exchanged during the initial meeting. All formal proposals will be exchanged at the second meeting with no additional proposals added unless agreed upon mutually.
- G. Either party may request caucuses when necessary.
- H. The notes of the negotiations session shall be taken and typed by each bargaining unit as necessary. Any tentative agreement shall be written to be initialed and dated by both parties prior to the conclusion of that meeting.
- I. At the completion of the negotiations process, both parties shall submit all tentative agreements to each body for normal ratification.
- J. If negotiations are not settled by May 1st, contracts will be issued pursuant to law, SDCL 3-18-8.2.
- K. If impasse is declared, either party may proceed according to law, SDCL 3-18-8.1. If the Department of Labor conciliating proves unsuccessful, either party may resort to the fact-finding process as provided in SDCL 60-10.2.