

NEGOTIATED CONTRACT

between the

BALTIC TEACHERS' ASSOCIATION

and the

**BALTIC SCHOOL DISTRICT #49-1
BOARD OF EDUCATION**

BALTIC, SOUTH DAKOTA

**2020-2021
SCHOOL TERM**

NEGOTIATION GROUND RULES

A. The Baltic Board of Education and the Baltic Teacher's Association do hereby agree to the following ground rules for negotiations:

1. The Board of Education's negotiation team shall consist of no more than five representatives. The Teacher's Association shall consist of no more than five representatives. Changes in negotiation teams shall be allowed with 48 hours notice to be given.
2. Negotiation sessions shall be closed to all except the representative negotiation teams. Any releases to the public shall be joint releases with each party having an opportunity to express its point of view.
3. Negotiation sessions shall be held at a mutually agreeable site and time. Each session shall not be longer than 90 minutes in length unless an extension of time is mutually agreed upon.
4. The date in time of the next negotiation session shall be determined at the close of the session.
5. It is that responsibility of each negotiation team to keep their own records. No electronic recording devices will be allowed. Records shall be reviewed at the next negotiation meeting to verify mutual understandings.
6. At the first meeting, each party shall simultaneously present a written proposal. The negotiating teams shall have the authority from their representative groups to make tentative agreements, not be simply messengers to the parent group.
7. Each party shall be allowed to call for a caucus of its negotiating team when it is felt necessary to do so.
8. Each party shall present all of its negotiation proposals prior to the end of the 2nd session. After the 2nd session, no new items or areas of negotiations may be proposed unless mutually agreed upon by both parties.
9. The head negotiator for the BTA and the head negotiator or designee of the School Board will exchange in writing any proposed changes in the ground rules with the changes to be agreed upon and the ground rules finalized prior to the first negotiation meeting.

B. These ground rules shall continue to remain in full force and effect through June 30, 2021.

ARTICLE I

TEACHER'S CONTRACTS

- A. Extra duties, for which each teacher will be responsible, will be stated in the teacher contract.
- B. In assigning teachers to classroom duties and extra-curricular activities, the administration will notify teachers in person, by telephone, or by certified mail of any proposed changes in their assignments and seek and consider their reactions to the change. It is understood, however, that the Board retains all authority to reassign teachers.
- C. If it becomes necessary to change a teacher's classroom or extra duty assignment after June 15th and the teacher decides to resign rather than accepting the new assignment, no penalty will be assessed if resignation is submitted within five (5) days of receiving notification of the new assignment. No penalty will be waived if the resignation is received fourteen (14) days, or less, before the start of school or practice, which ever comes first. However, the Board may waive the penalty if the teacher establishes to the satisfaction of the Board that there are extenuating circumstances relating to the extra duty assignment that led to the resignation.
- D. All school personnel are expected to be fully prepared to perform their duties as outlined in their individual contracts and this negotiation agreement.

ARTICLE II

TEACHER DAY

- A. The school day assignment shall consist of a minimum of eight (8) hours of regular school assignments and of such other activities and duties as the principal and superintendent may consider necessary. These activities and duties may include such items as parent-teacher conferences, open-houses, and similar school functions. Such assigned duties shall not be with additional compensation, unless they are provided for in the adopted extracurricular salary supplement.
- B. The teacher day shall be eight (8) hours in length with work times to be set by the School Board. In the event that staff meetings are scheduled before or after school outside the regular workday, the teachers may leave after students' dismissal prior to 3:45PM on the day of a morning meeting or the day following an afternoon meeting. In these events, teachers may not leave prior to the departure of the buses and must notify office staff of their departure. On days preceding holidays or vacations, the teachers' day will end fifteen minutes after the first school's student dismissal time. On Fridays, teachers may leave at 3:30PM. On days of emergency dismissal, the teacher's day will end as directed by the superintendent or designee.
- C. Teachers shall be in their rooms and available to students, parents and administrators at least fifteen (15) minutes after dismissal unless extracurricular assignments or professional or departmental meetings conflict.
- D. Teachers may be assigned to the following duties: lunchroom supervision, recess supervision, lunch hour supervision, detention supervision, morning duties supervision, elementary music program supervision, chaperone bus trips, ticket takers/seller duty, and other duties, which may be assigned by the building principal.

ARTICLE III

TERMINATION OF CONTRACT

- A. Requests for approval to terminate a contract must be submitted to the Superintendent of Schools in writing.
- B. Teachers who fail to complete the provision of this contract shall forfeit liquidated damages as follows: if after May 15th, he/she shall be penalized \$300, if after June 10th he/she shall be penalized \$500.00, if after July 10th he/she shall be penalized \$1000.00, and after August 10th, \$2000.00. The Board of Education may waive the penalties for breaking a contract if the teacher establishes to the satisfaction of the board that there are extenuating circumstances (such as, but not limited to, personal illness, family illness, or the transfer of the spouse).
- C. When the liquidated damages are paid by check to the Business Manager, the teacher will be released from his/her contract and the Board of Education will not have the right to utilize the provisions of SDCL 13-42 on revocation of teacher's certification. However, if the damage fee is not paid within fifteen (15) calendar days of the Board of Education accepting the teacher's resignation, the Board of Education shall have to right to utilize the provisions of SDCL 13-42 on revocation of teaching certification.
- D. When figuring salary for teachers who terminate or teachers who are hired during the year, the number of contract days will be divided into the teacher salary to determine the daily rate of pay. The hourly rate of pay will be determined by dividing the daily rate of pay by 8.
- E. When figuring sick, personal, and other leaves for teachers who terminate or teachers who are hired during the school year, a proportional number of days will be figured. (Example: Worked 75 days of the school term, then terminates-75 divided by 177 = 42.37% times 11 sick leave days = 4.66 days of sick leave entitlement.) In the case of a teacher who terminates his/her contract prior to fulfilling the provisions of the contract and who has used more than the allotted sick leave as calculated above, said teacher must reimburse the school district for the leave days in excess of the allotment. The amount of reimbursement shall be determined as follows: Said teacher's hourly rate of pay multiplied by the number of hours in excess of the allotted leave. If this reimbursement is not paid within fifteen (15) calendar days of the Board of Education accepting the teacher's resignation, the Board of Education shall have the right to utilize the provisions of SDCL 13-42 on revocation of certificate.

ARTICLE IV

GRIEVANCE PROCEDURE POLICY

A. DEFINITIONS:

1. A “grievance” is a complaint by an employee or a group of employees based upon an alleged violation, misinterpretation, or inequitable application of any existing negotiated policies, rules, or regulations of the school district or any of the provisions of this agreement. The absence of or disagreement with existing policy, rules, or regulations is not a “grievance”.
2. The term “employee” is any full-time or part-time person receiving compensation for services rendered to the Baltic School District, # 49-1 Board of Education. The term “employee” may include a group of employees who are similarly affected by a grievance.
3. An “aggrieved person” is the person or persons making the claim.
4. A “party of interest” is the person or persons making the claim and any person or persons action might be taken in order to resolve the problem.
5. The term “days”, when used in this policy shall mean calendar days.
6. “Association” shall mean the Baltic Education Association.
7. The “Board” shall mean the Board of Education of the Baltic School District #. 49-1.

B. PRINCIPALS:

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 employees.
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 employee having a problem to discuss the matter informally with any member of the administration or with any representative of the Association at any time.

C. TIME LIMITS:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. In the event a grievance is filed, at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced by mutual agreement, so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as is practicable.
3. To make this Grievance Procedure applicable, a formal grievance must be filed within fifteen (15) days of the time when the aggrieved person had or should have had knowledge of the alleged grievance.

D. INFORMAL PROCEDURES:

1. If any employee has a grievance, he/she should first discuss the matter with his/her supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.

E. FORMAL PROCEDURES:

1. Level I: Supervisor

- a. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal written grievance to his/her immediate supervisor on the "Request for Settlement of Grievance" form. The Request must include the specific Article or policy that is being grieved.
- b. Within five (5) days after the supervisor's receipt of the grievance, he/she shall render a decision and communicate the decision and its rationale in writing to the aggrieved person
- c. And employee 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. Said administrator or supervisor shall carry out the aforementioned responsibility of the principal.

2. Level II: Superintendent of Schools

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, he/he may file the grievance in writing to the Superintendent within five (5) days after the decision at level 1. The Superintendent shall arrange a meeting with the aggrieved person and his/her representative, if any, within five (5) days. Within five (5) days after said meeting, the Superintendent will render his/her decision in writing to the aggrieved party and his/her representatives, if any.

3. Level III: Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level II, the grievance may be filed in writing with the board within five (5) days after the decision at Level II. At its next regularly scheduled meeting or at any time mutually agreed to by the parties, the board shall hold a hearing on the grievance. The Board of Education may designate a person to present the administrator's viewpoint of the grievance at the hearing. The decision of the Board will be rendered in writing within five (5) days after the hearing when the board conducts it. If there is more than one grievance to be heard by the board, the Board shall not be required to hear all grievances submitted to it at the same meeting, but may postpone the hearing on a grievance until the mutually acceptable date of a subsequent board meeting.

4. Level IV: Department of Labor

If the aggrieved person is not satisfied with the disposition of the grievance at a Level III, he/she may, within thirty (30) days after receipt of the written decision of the board, appeal to the Department of Labor pursuant to SDCL 3-18-15.2. The inclusion of this paragraph shall not constitute a waiver by each party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

F. MISCELLANEOUS:

1. Any party or parties of interest may be represented at formal Levels I, II, and III of the grievance procedure personally and by representative (s). When the representative is not a member of the employee association, the employee association shall have the right to have one spokesperson present and to have that spokesperson state its view at the formal Levels I, II, and III of the grievance procedure.
2. If a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level II. The employee association shall designate a spokesperson for the association in processing such a grievance. However, the employee association shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing of grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared by the Superintendent and given appropriate distribution with inclusion in the negotiating agreement.
5. Meetings and hearings under this procedure shall not be conducted in public and shall include such parties in interest and their designated or selected representative, heretofore referred to in this Grievance Procedure.
6. When it is necessary for a party or parties in interest to attend a meeting or a hearing called during the working day, the Superintendent's office shall so notify the party or parties in interest, principal and immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
7. At all hearings conducted under this procedure, the aggrieved person and the administrative representative may call any witness which they desire and may present any evidence that is relevant to the matter being considered. Each party may request that their witnesses be called for questioning by the parties.
8. In the course of investigation of any grievance by representatives of the complainant, if such investigation requires their presence in a school building, they shall report immediately to the office of such building being visited and state the purpose of the visit.
9. Interruption of regularly assigned classes or activities shall be avoided.
10. If the administration or board fails to comply with the provided time frames, the aggrieved party may move the grievance to the next level as if an adverse decision has been rendered.
11. A grievance may be withdrawn at any level without establishing a precedent.

BALTIC SCHOOL DISTRICT 49 – 1

Request for Settlement of a Grievance

LEVEL I

(To be completed by aggrieved person)

Date of Presentation to Principal: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Principal: _____

Date Violation Occurred: _____

* Nature of Grievance: _____

* Relief Sought: _____

Signed: _____

(Aggrieved Person)

* If additional space is needed, attach additional sheets.

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Reply to Level I Grievance

Date Reply Sent to Aggrieved Person: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Date of Presentation of Grievance to Principal/Immediate Supervisor: _____

Reply of Principal/Immediate Supervisor: _____

[illegible]

Signed: _____

(Principal/Immediate Supervisor)

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Request for Settlement of a Grievance

LEVEL II

(Copies Are Request for Settlement Grievance –Level I and Reply must be attached.)

Date of Presentation to Superintendent: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Date of Reply to Level I Grievance: _____

State Reasons for Submission of Grievance to Level II _____

Signed: _____
(Aggrieved Person)

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Reply to Level II Grievance

(Copies of Request for Settlement of Grievance-Level I and Reply must be submitted.)

Date Reply of Superintendent Sent to Aggrieved Person: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Date of Submission of Grievance to Superintendent: _____

Decision of Superintendent: _____

Signed: _____
(Superintendent)

BALTIC SCHOOL DISTRICT 49 – 1

Request for Settlement of a Grievance

LEVEL III

(Copies all the all Previous Request for Settlement and Reply must be attached.)

Date of Submission to Board President: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Date of Reply of Superintendent to Level II Grievance: _____

State Reasons for Submission of Grievance to Level III _____

Signed: _____
(Aggrieved Person)

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Reply to Level III Grievance

LEVEL III

Date of Submission to Board President: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Date of Request for Settlement of Grievance-Level III: _____

Decision of the Board of Education: _____

Signed: _____
(President of the Board or Designee of the Board)

BALTIC SCHOOL DISTRICT 49 – 1

Withdrawal of Grievance

Date of Withdrawal: _____

Name of Aggrieved Person: _____

Home Address: _____

School: _____

Present Level of Grievance: I II III (Circle One)

Date on Which Grievance Was Submitted at This Level: _____

Request for Withdrawal:

I hereby request that the above grievance be withdrawn from further consideration without prejudice or record. I acknowledge that I may not re-open this grievance.

Signed: _____
(Aggrieved Person)

ARTICLE V

LEAVE POLICIES

INTRODUCTION:

The following information pertains to staff members who are contracted as 100% FTE. Those staff members who are contracted for less than 100% FTE will receive leave based on a prorated basis, which will take into consideration the number of hours per week that individual works and the percent of FTE the teacher is contracted for. (A teacher workday is defined as being 8 hours in length.)

FAMILY AND MEDICAL LEAVE:

The School District shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993 (FMLA) as authorized by P.L. 103-3. The Superintendent shall administer this policy adopted by the Board of Education, setting forth the rights and procedures granted by the Act, and shall ensure compliance with this policy either personally, by delegation, or by some combination of personal supervision and delegation.

- A. For purposes of this policy and an employee's right to take leaves under the Family and Medical Leave Act and District Policy, full-time certified staff employed by the District for twelve months is deemed "eligible employees" and are covered under this policy.
- B. Family and Medical Leave Act provides qualifying employees up to twelve (12) weeks of unpaid, job protected leave per year. It also requires that their group health benefits be maintained during the leave. The Baltic School District will abide by the federal law and apply the negotiated leave policies below when addressing what will be considered paid leave and its length.
- C. An employee must use all accumulated paid leave concurrently with FMLA leave. At the conclusion of those twelve weeks, an employee who fails to return to work will have their employment with the Baltic School District terminated. In that case, the district will cease contributing its portion of health insurance benefits, and the person may only remain on the health plan by using COBRA, and they will be solely responsible for payment of the health insurance premium.

SICK LEAVE:

- A. Teachers will accrue two days of sick leave for the first two months of employment in each school year and one day for each remaining month of the school year not to exceed 11 days in a school year. Teachers will begin accruing sick leave upon completion of one full-day of work for the district. Teachers may borrow from sick leave they expect to accumulate during the contract year. Upon termination prior to the end of the contract, however, such borrowed leave shall be considered a deduction at the teacher's daily rate of pay in the final payment to the teacher. Staff members who are under contract for less than 177 days will have sick leave prorated to nearest hour for the amount of time they are under contract. Sick leave may be accumulated to 50 days. No employee shall be entitled to more than 61 sick leave days at anytime.
- B. Each day of unused leave will be worth \$10 at the time the teacher terminates his/her employment in Baltic School District up to 50 days. After a teacher accumulates a total of 50 days, he/she will be paid \$20 per day for those days of unused sick leave over 50 days on or about June 20th of the school year. If a teacher resigns or his or her contract is terminated prior to the end of the teacher's current contract, the teacher will be compensated for the prorated amount of unused sick leave for that contract year and

will be paid for unused sick leave accumulated prior to the current contract year as stated above.

C. Sick leave may be used for:

- 1) Any actual period of temporary disability caused by, or contributed to, by personal illness or injury, which prevents an employee from performing his or her usual duties.
- 2) Medical, dental, and vision appointments of the employee.
- 3) Illness or medical condition in the immediate family and medical, dental and vision appointments related to the illness or medical condition that necessitates the employee's absence.
- 4) Whenever possible, employees should give 30 days' advance notice of plans to take sick leave for elective medical or surgical procedures or for childbirth.

Sick leave is not to be used to provide daycare for children/grandchildren in situations when a daycare is closed, not available, or when the child's/grandchild's parents have work, vacation, appointments, and/or other commitments. In these cases, personal leave and/or days without pay should be requested by a staff member.

If a staff member initiates sick leave and there is a snow day with no school—the snow day would be a non-contract day to be made up at a later date, therefore, a staff member would not have a full sick leave day deducted from their total leave.

If a staff member initiates sick leave and there is a late start/early dismissal for inclement weather, in-service, or other special event, the day counts as a full contract day, therefore, a staff member would have a full sick leave day deducted from their total leave.

- D. Unlimited accumulated sick leave with full pay shall be granted to teachers because of an illness including doctor or dentist appointments of a child (to include biological, adoptive, foster, or step child) or spouse. Up to ten (10) days per year of accumulated sick leave with full pay shall be granted because of an illness including doctor and dentist appointments for a parent or any other member of the teacher's immediate family. Immediate family to be defined as: parent, parent-in-law, brother, sister, grandchild, grandparent, teacher's son/daughter-in-law, or any other member of the teacher's immediate household.
- E. A teacher who is absent for an entire day of school will be deducted one day (8 hours) of leave regardless of the number of hours school is in session on that day. This includes, but is not limited to, early dismissal days before vacations and late starts or early dismissals due to inclement weather. If a teacher who is absent on a day that is extended for Parent-Teacher Conferences (which counts as two days of the teacher contract days) then two days (16 hours) of leave will be deducted. If a teacher is absent on a day that is extended for Parent-Teacher Conferences when conferences are run over two days (each day would count as 1.5 contract days) then 1.5 days (12 hours) would be deducted. If a different format is used for Parent-Teacher Conferences, then the superintendent will determine the number of leave hours to be deducted. This policy will also apply to personal, emergency, and bereavement leave.
- F. One (1) hour is the minimum sick leave; however, teachers will not be docked if they have the approval of the building principal to leave after school is dismissed. Upon return from any sick leave day(s), the employee will be required to fill out and sign a form provided by their supervisor. The administration may require proof of doctor's appointment time and date.

- G. The superintendent and/or Board of Education may require a “certificate of health examination”. The superintendent and employee shall mutually agree upon a choice of doctor to perform the certificate of health examination. If the superintendent and employee do not agree, then the Baltic School Nurse shall choose the doctor. The Board of Education agrees to pay the cost of the certificate of health examination and any costs for lab fees and/or tests, x-rays, etc., if it is not paid by the employee’s health insurance. However, it is agreed to the Board of Education is not responsible for any hospitalization costs and/or hospitalization fees resulting from a certificate of health examination. Up to one day will be allowed with no deduction in sick leave for the employee to have to certificate of health examination, and the District may require it be done in the summer or other non-instructional time. However, any additional days will be charged against the employee’s sick leave. If the employee uses all of their sick leave before a certificate of health is issued, they may apply for an additional leave of absence as is set forth elsewhere in this contract.

PRE-DETERMINED TEMPORARY DISABILITY LEAVE:

- A. Sick leave benefits for pre-determined temporary disability leave (such as, but not limited to surgery, tooth extraction, etc.) shall be granted for the period of medical confinement occurring during the time of regular contract work period pursuant to the following provisions:
1. Except as modified in this section, all policies, rules, and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for pre-determined temporary disability leave. Sick leave benefits for pre-determined temporary disability leave, to the extent of any employee’s accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be that time medically indicated for termination and re-commencement of duties.
 2. An employee shall notify the Superintendent as soon as the necessity for taking sick leave becomes known to the employee. When possible, said notice shall be given at least two (2) weeks prior to the anticipated date of leave.
 3. Following a pre-determined temporary disability leave, the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal teaching duties, and that date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.
 4. The determination of whether and/or when the employee is capable of returning to work after the pre-determined temporary disability, and whether his/her health and work efficiency will be adversely affected, upon the employee’s return to work shall be made in consultation with the employee, his/her principal, the superintendent, and the employee’s physician, and may also be in consultation with a physician of the School Districts own choosing. The School District Physician shall be at the District’s expense.

MATERNITY/PATERNITY/ADOPTION LEAVE:

- A. Teachers are allowed to utilize a maximum of thirty (30) accumulated sick days for paid maternity leave upon the birth of a child. This 30-weekday period will commence on the first week day following the day when the newborn baby comes home from the hospital. The first 30-weekday period of time that is eligible to be paid is only those weekdays that fall within the school year. School year is defined as that period of time that falls between the first day of school with students and the last day of school with students. If

the birth of a child occurs outside of the school year, the 30-weekday period shall commence as explained above, and all weekdays outside the school year will count as part of the 30-weekday period. Only during the school year may the 30-weekday period be extended due to vacation days and school cancellation days.

- B. A teacher may request paid maternity leave days related to an illness of the baby and/or mother in addition to what is stipulated in Sections A and B above. Such a request must be accompanied by a physician's statement clearly indicating the medical reason why additional days are recommended. The district shall have the right to request an independent physician's opinion on the need for additional days with the cost of obtaining this opinion the responsibility of the district.
- C. Teachers are allowed three (3) days of well baby/mother paternity leave that will be deducted from sick leave. Paternity leave days must be used within 12 weeks following the day when the newborn baby comes home from the hospital.
- D. Teachers may request additional days of unpaid maternity/paternity leave not to go beyond 12 weeks from the date of the birth of the child as per the Family Medical Leave Act.
- E. In cases where both spouses are employed by the district, the combined total of FMLA leave for both eligible employees for the birth of a child shall be limited to twelve (12) weeks.
- F. In the case of an adoption of a child under the age of 36 months, adoption leave will be the same as maternity and paternity leave for the natural birth of a child.
- G. For employees who work less than full-time in terms of days, maternity/paternity leaves will be proportional to the number of days worked compared to full-time employees.
- H. In no situation will the number of paid maternity/paternity leave days exceed the number of sick leave days the employee has accumulated with the district.

PROFESSIONAL LEAVE:

- A. Professional leave shall be defined as absence from duties as required under the terms of the contract for the purposes of participation in an educational activity not provided in the district and/or not available on non-teaching days.
- B. Employees may apply for and maybe granted professional leave at the discretion of the principal/supervisor, subject to the review by the Superintendent and whose decisions shall be final and not subject to a grievance.
- C. Each year the district shall allocate a fixed dollar amount for the payment of expenses related to professional leaves. The board shall fix the dollar amount.
- D. In the event and employee is granted professional leaves, the district shall pay the cost of the substitute teacher and shall notify the employee when the application is approved of the dollar amount of other expenses which will be reimbursed by the district.
- E. Visitation in another school may be allowed as professional leave provided the visitation is for a specific educational purpose, which would be for the improvement, benefit, and possible adoption in the school district. A written report, including recommendations as to further visits or study of the school, may be filed with the building principal and a verbal report may be presented to the teacher's co-workers if requested by the principal.

PERSONAL LEAVE:

- A. The teacher shall receive two (2) personal leave days each contract year. Personal leave will be taken off sick leave. The teacher need not declare a reason for requesting personal leave.
- B. Personal leave days shall be non-accumulative.

- C. Personal leave will be granted upon request in writing to the building principal on a form provided by the principal.
- D. Unless otherwise approved by the Superintendent of Schools, personal leave will not be granted during the first five days of school or during the last five days of school.
- E. When applying for personal leave during parent-teacher conferences or in-services, the teacher must declare the reason for requesting leave. The superintendent shall have the authority to approve or deny the personal leave, and his/her decision shall be final and not subject to Article IV-Grievance Procedure Policy.
- F. Certified staff members desiring to use such leave shall submit their written request on a leave application form to their supervising principal's office at least five (5) working days in advance of anticipated absence, except in cases of emergency, for approval by the Superintendent of Schools.
- G. Up to two (2) teachers (no more than 1 per building) may be granted personal leave on any day, determined on a first-come, first-serve basis, unless otherwise approved by the Superintendent of Schools.
- H. One (1) hour is the minimum personal leave period.
- I. Teachers may sell back unused personal leave to the district at a rate of \$75 per day to be paid with the regular June paycheck. Personal leave can only be sold back to the district in whole day increments with a day defined as 8 hours. At the conclusion of each school year, teachers who did not use personal leave must declare whether they wish to be compensated \$75 per day for the unused personal leave. If they choose to be compensated, one day will be deducted from the sick leave days the teacher can carryover to the next school year for each day the teacher sold back to the district, or the teacher may decline compensation and carryover the sick leave to the next school year.

EMERGENCY LEAVE

- A. Full-time teachers shall receive two days (16 hours) of emergency leave each contract year. Part-time teachers shall receive a pro-rated number of hours of emergency leave each contract year.
- B. Emergency leave will be deducted from sick leave.
- C. Emergency leave shall be non-accumulative.
- D. Emergency leave may only be taken in one-hour increments.
- E. If a teacher knows in advance they need to use emergency leave, they must submit a Leave Request Form on which they clearly indicate the nature of the emergency. In situations in which it is not possible to request emergency leave in advance, the teacher must complete a Leave Report Form immediately upon return on which the nature of the emergency must be clearly described.
- F. The Superintendent of Schools will then either approve or deny the use of emergency leave. The Superintendent may request additional information or documentation in order to make an informed decision on whether to grant emergency leave. If the use of emergency leave is denied, the teacher may then request the leave be changed to personal leave or, if the teacher has previously used their personal leave, unpaid leave.
- G. Emergency leave is intended to be used in situations in which other leave policies do not apply, and in which the teacher has very little control over whether they must be absent from school. It is not intended for use when the business could have been handled outside of school time, or when the teacher's actions directly lead to the absence.

MILITARY LEAVE:

- A. Any teacher who is called to active duty with their military guard or reserve unit will be granted a leave of absence for the duration of the military activation of their unit. At the conclusion of military duty, the teacher will be returned to the former position or a similar position for which the person is certified. A similar position will be assigned only if the return to the original position would cause a disruption in the educational process of the students. In the event the total gross military pay the teacher receives during his or her military leave is lower than the total gross pay the teacher would have received from the School District during the same period of time, the teacher will receive the School District contract salary and forfeit military pay to the district for the period of the absence. In the event the total gross military pay is higher than the School District gross pay, the teacher will receive regular military pay and forfeit the School District contract salary for the period of the absence. Reimbursements the teacher receives for travel and living expenses such as mileage, meal, and housing allowances shall not be considered as part of the military pay and shall remain the property of the teacher.
- B. Sick Leave, Family and Medical Leave, Professional Leave, Personal Leave, Jury Duty Leave, and Bereavement Leave may not be used with this Military Leave.
- C. Employees of the School District who qualify as members of a “reserve component” to include the Army and Air National Guard and the Reserves will be granted leave of absence from their employment with the district in accordance with the following established procedures:
 - Baltic School District employees who are members of the “reserve component of the armed forces” will be granted military leave of absence by the superintendent upon receipt of a formal written request.
 - Baltic 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.
 - Employees requesting military leave for training or due to activation will obtain a written order or letter from the Commander of their Reserve or National Guard unit showing the dates of the training period or activation. Upon receipt of the written order or letter to the employee, the employee shall immediately (within seventy-two hours of receipt by the employee) submit to the superintendent or his/her designee a copy of the written order or letter which states the employee must be absent from work due to training or activation and the dates of the training or activation.

JURY DUTY/COURT APPEARANCE LEAVE:

- A. Employees who are subpoenaed to testify in court in a case in which they are not a party or who are summoned during a workday for jury duty will be paid the difference between jury duty pay or witness fees received and the employee's written daily rate of pay. The employee shall retain any fee paid for mileage to or from the court site.
- B. An employee will not forfeit and/or lose any leave time because of jury duty or court appearance in which they are not a party.

BEREAVEMENT LEAVE:

- A. Five (5) days shall be allowed for each death in a teacher's immediate family. Immediate family to be defined as: spouse, son, daughter, parent, parent-in-law, brother, sister, grandchild, grandparent, teacher's son/daughter-in-law, or any other member of the teacher's immediate household. In the preceding definition, step relatives and adoptive relatives shall be included and foster relatives shall be excluded.

- B. Two (2) day's shall be allowed for each death in a teacher's family for other than "immediate family members". Family members are to be defined as: brother/sister-in-law, spouse's grandparent(s), and teacher's aunt(s)/uncle(s), teacher and spouse's niece/nephew, teacher's spouse's aunt/uncle and the teacher's first cousin.
- C. One (1) day shall be allowed each year to attend the funeral of a friend close to the teacher. Leave must have the written approval of the principal.
- D. Such bereavement leave days will be non-cumulative and shall be separate from the teacher's sick leave.
- E. Additional bereavement leaves may be granted subject to the approval of the Superintendent. Such additional bereavement days shall be deducted from the teacher's sick leave.
- F. One-hour will be the minimum bereavement leave period. If the entire school, or class, has the option of using bereavement leave, an amount of time set by the superintendent will not be deducted from the teacher's bereavement leave.
- G. Bereavement leave for immediate family members may be taken in non-consecutive days with the approval of the Superintendent if the request is directly related to the passing of an immediate family member such as a funeral that occurs on a date sometime after the passing. The teacher must submit a written request to the Superintendent explaining how the non-consecutive days are related to the passing of the immediate family member.

EXTENDED UNPAID LEAVE:

- A. Upon written request, a leave of absence of up to one (1) year without pay or benefits may be granted, upon board approval, to any employee. All sick leave and all other benefits shall not be accrued if the leave is given and accepted.
- B. With the exception of leaves based upon personal illness, family illness, or child-rearing adoption which shall commence on the date designated by the board, all extended leaves shall commence and return shall be at the beginning of the employment year.
- C. Unless otherwise approved by the Superintendent, employees who request an extended unpaid leave shall do it on or before April 1st. Said request will be made to the Superintendent of Schools.
- D. Teachers granted this leave must advise the Superintendent of Schools in writing on or before February 1st if they do not intend to return for the next school year.
- E. Any leave of absence beyond the original leave must be separately requested and approved by the Board of Education.

SHORT TERM UNPAID LEAVE:

- A. All full-time teachers may be granted up to ten (10) short term unpaid leave day (s) per year upon Superintendent approval. Unpaid leave may only be used after all paid leave is exhausted.
- B. Request for this leave must be: 1. In writing; 2. Have the reason clearly stated, and 3. Be submitted to the Superintendent of Schools on or before the first day of each month.
- C. Teachers who are granted unpaid leave will forfeit one hour of pay for every hour missed with fractions of hours rounded up. Article V-Sick Leave-Section D applies to unpaid leave also. Forfeiture of pay will occur with the June paycheck. For teachers who selected the 12-month pay option, if the June paycheck is less than the amount to be deducted, then the difference will be deducted from the July paycheck, and if necessary, from the August paycheck. For teachers selecting the 10-month pay option, if the June

paycheck is less than the amount to be deducted, then the difference will be deducted from the May paycheck, and if necessary, the April paycheck

- D. This leave may be used immediately before and/or after vacation days or holidays.
- E. This leave may be used in conjunction with personal leave.
- F. Denial by the Superintendent of a request made pursuant to this provision shall not be subject to a grievance.

RETIREE HEALTH CARE PLAN:

- A. The Baltic School District Health Care Plan shall permit retirees from certified teaching positions to remain in the School District group insurance plan under the following conditions:
 - 1. The retiree must be eligible for benefits under the Rule of 85 of the South Dakota Retirement System.
 - 2. The retiree must be a benefited employee of the School District for a minimum of 72 cumulative months immediately prior to retirement and be an active member of the School District's Health Care Plan for the 72 months immediately prior to retirement. The retiree has 30 days subsequent to the last day of employment to elect to remain on the plan. A retirement electing to discontinue coverage must sign a waiver to that effect. The benefits will be the same for the retiree and active employees. The coverage is limited to the retired employee only. Spouses and/or dependents of retirees are not eligible to remain on the health plan.
 - 3. A continuation of benefits may be purchased after retirement by plan participants who have qualified for participation and such continuation must terminate at age 65, or at the time the retiree participant becomes entitled to Medicare. (In the event that the Federal Government changes the entitlement age for Medicare, this Plan will abide by the Federal Government.) Coverage will terminate if the retiree is eligible for coverage under another group health care plan. If medical coverage is terminated, late application for enrollment shall not occur.
 - 4. The retiree will pay 100% of the health care cost. Premium payments must be submitted to the School District Business Manager's office not later than the 15th of the month preceding the month of coverage. Nonpayment of premiums shall result in immediate loss of coverage. Multiple month advance payments will be accepted.

ARTICLE VI

SALARY

- A. For school year 2020-21 school year, all 1.0 FTE teachers will receive a 3.0% salary increase. If a teacher's FTE changes or a teacher changes salary classifications, they will receive an adjusted salary increase or decrease according to other sections of this agreement. The base salary on the hiring schedule will increase from \$39,587 to \$40,126. The number of contract days will be ~~177~~180. A hiring schedule (see Attachment A) will be used to determine the salary for new teachers. Of the 180 contract days, at least three days will be for staff development, staff meetings or teacher work time (non-student contact days). During the three staff development days, teachers will be guaranteed 4 hours of work time prior to the start of school year during which there are no scheduled curriculum or staff development activities.
- B. The Board may also consider the special training of any teacher at anytime it is for the best interests of the Baltic School District. The Board may change, or deviate from, any or all factors in its hiring schedule when considering a contract. The interpretation of the hiring schedule and its applications to individual cases will rest with the school board. (April, 1985)
- C. For the 2020-21 school year, the district will pay the agreed upon amount towards the group health insurance plans as listed in Attachment D. No cash payment will be made to the person(s) not enrolled in the school group health insurance plan.
- D. All teachers will receive \$20 per hour for curriculum and staff development activities approved in advance by the school administration. Prior experience in schools, up to 10 years, may determine the proper place on the hiring schedule. New teachers to the school district may be placed on the hiring schedule according to certified teaching experience, upon proper verification. One semester or more of certified teaching experience, or ½ year or more teaching experience for a complete school year, will be counted as a full year. (Example: Two (2) and one-half (½) years would be counted as three (3) years.) Experience must have been in the past fifteen (15) years. No non-degree teaching credit will be given.
- E. Each teacher will be placed in one of five salary classifications; BA, BA + 12, BA + 24, MA/National Teacher Board Certification (NTBC), and MA + 15 based upon the education level of the teacher. When placing a new teacher in the appropriate salary classification or when determining whether a teacher qualifies to move to a higher salary classification, the following guidelines will be used:
 - 1. College credit completed beyond the BA degree must be graduate credit in the particular subject field in which said teacher is presently teaching unless otherwise approved by the Superintendent.
 - 2. The college credit desired to be taken during the contract term or summer session for movement to a higher salary classification must receive approval from the Superintendent prior to class registration.
 - 3. To qualify for the MA+15 salary classification, the 15 credit hours must be earned following the award of the MA degree.
 - 4. Any teacher who plans to advance to a new salary classification must notify the Superintendent in writing by April 1st of the present school year. Proof of education level rests entirely with the teacher. The Superintendent must receive official transcripts of credit no later than September 10th of the following school year. Written sworn statements relative to experience must be received by the same day. If a teacher fails to meet either of the deadlines set out above, the teacher shall not enter a new salary classification until the following school year.

5. The increments to move from one salary classification to another shall be as follows: BA to BA + 12, \$375; BA + 12 to BA + 24, \$750; BA + 24 to MA/NTBC, \$1250; MA/NTBC to MA/NTBC + 15, \$1,500.
- G. Whenever a change of salary classification occurs, said teacher's salary shall be determined by adding the annual negotiated salary increase plus the appropriate increments listed in Section F-5 above provided, however, that said teacher has not received less than the annual negotiated salary increase (reference Sections A and B above).
- H. The salary on each contract shall be paid on the 20th of each month unless the payment date falls on Saturday, Sunday, or Monday bank holiday. In that event, the payment shall be made on the last non-bank holiday week day prior to such Saturday, Sunday, or Monday bank holiday.
- I. Teachers will have the option of being paid over 10 months (September-June) or 12 months (September-August). Teachers will be paid over 12 months unless they notify the business manager in writing by September 1st that they wish to be paid over 10 months.
- J. Flexible Benefits Plan within the context of Section 125 of the Internal Revenue Code will be available to teachers. The teacher must notify the business manager by May 15th if they want this benefit or if they want to change this benefit.
- K. The Administration will make every effort to avoid regular classroom teachers substituting for other teachers. However, if a teacher is required by the administration to substitute for another teacher, the teacher will be compensated as outlined in Compensation for Lost Preparation Time guidelines (See Attachment C).
- L. If school starts late because of weather or any other reason, teachers will report 30 minutes before the scheduled start time.
- M. If part-time or job-sharing teachers are required to work additional hours for parent/teacher conferences or in-service meetings, they will be paid an hourly compensation rate of \$15 per hour. They will not be paid for any additional time involving regular staff meetings, parent meetings, or IEP meetings.
- N. If it appears the district will fail to meet teacher compensation accountability regulations, the School Board will reopen negotiations to increase salary and/or benefits so as to meet accountability regulations.

ARTICLE VII
EXTRA-CURRICULAR PAY

A.	<u>ACTIVITY</u>	<u>Work Rating</u>
	Head Boys Basketball	11%
	Head Girls Basketball	11%
	Head Football	10%
	Assistant Boys Basketball	7%
	Assistant Girls Basketball	7%
	Band director	6%
	C Team Basketball (if third coach)	4%
	Head Boys and Girls Golf	8%
	Assistant Boys and Girls Golf	5%
	Head Boys and Girls Track	10%
	Head Volleyball	10%
	Head Boys and Girls Cross Country	8%
	Assistant Football	6.5%
	Assistant Boys and Girls Track	5%
	Assistant Boys and Girls Cross Country	4%
	Annual	5%
	Annual (if give class period)	2.5%
	Oral Interp (if one coach)	2%
	Weight Coach	3%
	Assistant Volleyball	6.5%
	C Team Volleyball (if third coach)	4%
	Prom	2%
	Concessions (2)	3.3%
	Concessions (if one person assumes both positions)	6.1%
	Ass't Concessions for FB only (if one person does both concessions)	.5%
	Drama-One Act Play	4%
	Drama-Three Act Play	5%
	Chorus	2%
	Cheerleader Coach	5%
	7 th & 8 th Cheerleader Coach	2%
	7 th & 8 th Boys Basketball	4%
	7 th & 8 th Girls Basketball	4%
	7 th & 8 th Football	3%
	FCCLA	6.5%
	FFA	4%
	7 th & 8 th Boys Track	2%
	7 th & 8 th Girls Track	2%
	7 th & 8 th Volleyball	3%
	National Honor Society	1.5%
	7 th & 8 th Oral Interp	1.5%
	7 th & 8 th Drama (per play)	2%
	HS Quiz Bowl	2%
	JH Quiz Bowl	1.5%
	Robotics	3%
	Beverage/Snack Coordinator	1%

- B. An extra-curricular hiring schedule shall be established (See Attachment A). Changes in the extra-curricular hiring schedule shall be negotiated on an annual basis.
- C. An employee's starting extra-curricular salary will be determined by multiplying the amount on the hiring schedule corresponding to the years of experience in that activity times the work rating for that activity.
- D. Up to 10 years of extra-curricular experience may be brought in. Years of experience will only be counted for experience in grades 7-12 or higher.
- E. Increases in extra-curricular salaries shall be negotiated on an annual basis.
- F. Extra-curricular salaries will increase 2.0% from 2019-20 to 2020-21.
- G. The Board may also consider the special training of any teacher at any time it is in the best interests of the Baltic School District. The Board may change any or all factors in the extra-curricular hiring schedule when considering a contract. The interpretation of the extra-curricular hiring schedule and its applications to individual cases will rest with the school board.
- D. If an extra-curricular staff member requests a sabbatical from their extra-curricular duty and the request is granted, the staff member's salary will be the same as the year prior to the sabbatical plus the negotiated increase in extra-curricular salaries. If a staff member is out of service for more than the approved sabbatical, their salary upon return will be determined by the extra-curricular hiring schedule.
- D. If a sport is supposed to have both a head and an assistant coach and no assistant coach is found the board will negotiate with the head coach an appropriate work rating to cover the assistance duties. The administration will determine on a yearly basis whether there are enough participants in sports/activities to justify sponsoring a C team or adding additional coaches/supervisors, and in oral interp to justify a 2nd coach (co-coach).
- E. The following rates shall apply to any individual assigned to extra duties:
- | | |
|--|--|
| Chaperone bus: | \$25.00 |
| Chaperone dance | \$15 per hour with a 3 hour maximum |
| Supervise elementary concert | \$15 per hour with a 3 hour maximum |
| Saturday School | \$50 |
| Selling tickets: | \$20 per night, \$40 for BB doubleheader |
| Driving big bus to own activity: | \$35.00 |
| Referee: | \$25 per game |
| Volleyball line judge | \$15 per match for junior high and "C" matches, and \$20 per match for JV and varsity matches. |
| Timer at home JV or varsity athletic events: | \$20 per game/match |
| Scorer at home JV or varsity athletic events: | \$20 per game/match |
| Drive School Vehicle other than bus to Activity with students: | \$15.00 |
| "C" basketball and volleyball coach (if ass't coach and not a 3 rd coach) | \$35 per game |
- F. In order to be paid for duties listed in Section E, teachers must submit a voucher to the business manager, with vouchers submitted by the first day of a month paid on the regular payday on or about the 20th of the month.
- G. The administration will have the right to require the coach or adviser to: 1.) Drive the bus to their own event/game if they are the holder of a valid Commercial Drivers License (CDL); and 2.) Drive a school vehicle to their own event/game if they are the holder of a valid driver's license.
- H. The School Board reserves the right to waive the provisions of the established extra duty pay schedule and to pay above or below this schedule in unusual circumstances in order to insure that timely delivery of extra duty services to its students. When unusual circumstances occur, the position will be offered first to current staff members. The board's right to waive the established pay schedule shall be limited to individuals who are not current staff members.
- I. Certified teachers, their spouses, and their school-aged children will be admitted free to all home activities.

Section J: If an activity season is totally cancelled, then the coach/advisor would be compensated 25% of the pay for that activity. If an activity season is partially cancelled, then the coach/advisor would receive a pro-rated portion of their extra-curricular pay, but not less than 25% of the pay for that activity. The pro-rated amount would be calculated as described in new Section L.

Section K: Extra-curricular pay will be paid over the course of each activity season with the first payment being 25% of the pay for that activity. The remaining pay will be divided equally over the remaining payments for that specific activity with the final payment at the conclusion of the activity season contingent on the activities director certifying that all required and expected tasks and responsibilities have been satisfactorily completed. The first payment will be made in the paycheck in the month following the first day of the activity. For example, if the first day of volleyball practice is August 10th, the first volleyball payment will be with the September paycheck. Subsequent payments will be made in consecutive months with the final payment included in the next regularly scheduled paycheck. (It was agreed that a committee would be formed to consider each activity and arrive at the number and timing of payments for each activity.)

L. Absences from Extra Pay/Extra Duty Assignments: An individual with an extra pay/extra duty assignment as listed in Article VII is expected to complete the full responsibilities of the position. If, after signing a contract to perform an extra duty assignment, circumstances arise that prevent the person from fulfilling any of the extra duties, said person shall be placed on leave without pay from the extra duty assignment.

In addition, if a person who is under contract for an extra pay/extra duty position misses fourteen (14) consecutive calendar days of practice/coaching/extra duty responsibilities, the person will be placed on leave without pay from the extra pay/extra duty position. The person will be compensated from the start of the extra pay/extra duty activity to the date of the leave. If the person is able to return to the extra pay/extra duty position during the course of the school year or activity season, the person may do so, and compensation for the extra pay/extra duty will resume for the remainder of the assignment.

The administration shall have the right to request documentation from a doctor that the employee is able to return to the position. If the administration requests such documentation, the district will be responsible for any insurance co-payments or co-insurance costs.

The daily rate of pay for the position shall be calculated by dividing the total compensation as indicated on the employee's contract by the number of days in the activity. The number of days in the activity shall be the number of calendar days from the first day of practice of the activity to the last day of the activity. For activities in which there are state-qualifying events at the end of a "regular season," the last day of the activity will be the first day of the state-qualifying event. For example, the last day of basketball season will be the day of the first round of region basketball games.

A replacement will be hired, if possible, for the period of the absences of the person on leave from the extra pay/extra duty position. The replacement will receive a rate of pay to be negotiated between the replacement and the administration that shall not exceed the rate of pay of the person being replaced.

M. When an extra-curricular assignment is added to a contract after the teaching contract was approved, the pay for the assignment will be divided into equal installments based on the number of remaining paychecks for that employee for that contract year beginning with the month the contract addendum is approved by the school board. Compensation for extra duty assignments for people not currently having a certified teaching contract will be paid in equal installments as arranged with the business manager, but in no situation will the final installment be paid until the extra-curricular duties are fully completed as confirmed by the activities director.

ARTICLE VIII

SCHOOL CALENDAR COMMITTEE

- A. A committee will be comprised of two teachers, (one from the elementary building, and one from the secondary building appointed by the Baltic Teachers' Association) one Board of Education member, one administrator, the Activities Director (non-voting member), one member of the non-certified staff, one parent with an elementary age child and one parent with high school age child all of whom are to be appointed by the School Board President. Parents cannot be current teachers in the Baltic School District or current members of the Baltic Board of Education.
- B. This committee will meet to recommend a school calendar for the following year to the Baltic Board of Education. Every effort should be made to have this completed by the regular April Board of Education meeting.

ARTICLE IX

MISCELLANEOUS

- A. The Baltic Board of Education and the Baltic Teachers Association have agreed to use the Baltic School District Summative Evaluation Form for Tenured and Non-Tenured Teachers in accordance with South Dakota State Law based on Charlotte Danielson's Framework for Teaching.
- B. When a teaching or extra-curricular position becomes open, the position will be advertised by e-mail to all Baltic certified teachers, who shall be given a minimum of two calendar days to apply for the position after which the position may be filled at the discretion of the administration. The two-day minimum may be waived at the discretion of the administration when an immediate opening occurs and the failure to fill the position in a timely manner would result in a degradation of services to students or harm to school programs.

ARTICLE X

REDUCTION-IN-FORCE (RIF)

STAFF REDUCTION

Whenever in the judgment of the Board it is advisable to reduce staff in the district, the Board may consider the following, not necessarily in order of priority, any of which may be used in determining which staff members will be non-renewed: financial condition of the district, priority of programs, program elimination, recommendations of administrative staff, evaluation records, competency, qualifications, certification, longevity, educational background, continuing contract status, federal mandates, and any other relevant consideration. In making staff reduction involving professional staff member, the Board will follow the provisions of SDCL 13-43-6.1, 13-43-6.2, 13-43-6.3, and 13-43-6.4.

RECALL

For the purpose of this policy, the effective date of a lay-off by reduction in force shall be June 30. If, during the first fiscal year subsequent to the time a continuing contract teacher is laid off because of reduction in staff and a vacancy occurs in the grade, subject area and activities in which a laid-off teacher had been teaching or is qualified to teach, reemployment shall be extended to the teacher in reverse order of lay-off. When more than one staff member has the same recall date and is qualified for the open position, the Board may consider, among other things, recommendations of administrative staff, qualifications, years of service and educational background in selecting the person to be hired. A recalled teacher shall retain previously accumulated sick leave benefits, unless they have been compensated for those days in accordance with the negotiated agreement. A recalled teacher's salary will be their previous year's salary plus the negotiated salary increase for the certified teaching staff, with this also applying to extra-curricular recalls. If, due to a RIF there is a one-year break in employment whether in teaching, extra-curricular activities or both, a recalled teacher or extra-curricular advisor/coaches' salary will be their last year's salary plus the negotiated increase for the year of reemployment.

Recall privileges cease when a staff member resigns. Recall privileges will also cease if, upon being recalled, the staff member fails to report within 20 calendar days after the mailing of a written notice of recall. Such notice shall be sent by certified mail to the last address furnished to the Superintendent by the staff member and the 20-day notice shall commence to run on the day the notice is mailed. Recall privileges shall not apply to teachers under contract with another school district unless that recall is for anticipated positions for the ensuing school year.

Article XI

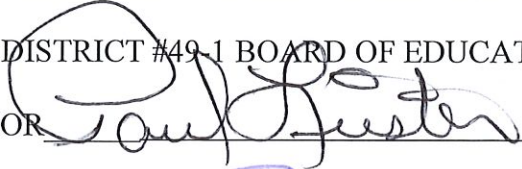
DOCUMENT AUTHORIZATION

In witness whereof the parties hereto cause this contract to signed by their respective president all on the day and year written.

All articles in this document shall be in full force and effective through June 30, 2021.

BALTIC SCHOOL DISTRICT #49-1 BOARD OF EDUCATION

HEAD NEGOTIATOR

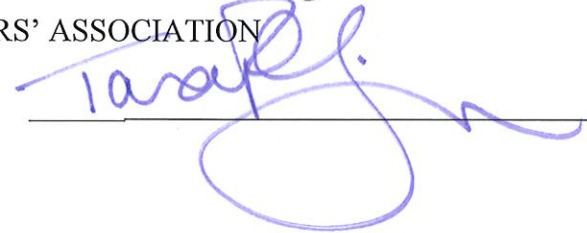


DATE

12/7/2020

BALTIC TEACHERS' ASSOCIATION

REPRESENTATIVE



DATE

11/24/20

Baltic School District								
ATTACHMENT A: Hiring Schedule for 2020-2021								
<u>Experience</u>	<u>BA</u>	<u>BA +12</u>	<u>BA+24</u>	<u>MA/NTBC</u>	<u>MA/NTBC+15</u>			
0	40,880	41,255	42,005	43,255	44,755			
1	41,330	41,705	42,455	43,705	45,205			
2	41,780	42,155	42,905	44,155	45,655			
3	42,230	42,605	43,355	44,605	46,105			
4	42,680	43,055	43,805	45,055	46,555			
5	43,130	43,505	44,255	45,505	47,005			
6	43,580	43,955	44,705	45,955	47,455			
7	44,030	44,405	45,155	46,405	47,905			
8	44,480	44,855	45,605	46,855	48,355			
9	44,930	45,305	46,055	47,305	48,805			
10	45,380	45,755	46,505	47,755	49,255			
A teacher who achieves National Teacher Board Certification will be moved to the MA/NTBC column. To qualify for the MA+15 column, the 15 hours must be earned following the award of the MA degree.								
ATTACHMENT A1: Extra-Curricular Hiring Schedule for 2020-2021								
Extra-curricular salary calculated by multiplying the salary corresponding to the years of experience in the activity times the work rating.								
Changes in the extra-curricular hiring schedule will be negotiated between the District and BTA.								
Employees do not receive an extra-curricular salary increase for moving across the hiring schedule to a higher education level.								
<u>Experience</u>								
0	32,955							
1	33,405							
2	33,855							
3	34,305							
4	34,755							
5	35,205							
6	35,655							
7	36,105							
8	36,555							
9	37,005							
10	37,455							

ATTACHMENT B

BALTIC SCHOOL DISTRICT Sick Leave Assistance Fund

1. A Sick Leave Assistance Fund will be established which contains sick days contributed by employees of the Baltic School District. Any school district employee eligible for sick leave benefits may elect to participate in the Sick Leave Assistance Fund through the donation of at least one (1) day of sick leave. An employee may contribute additional days up to five (5) per year at any time. To remain eligible for assistance from the Fund, an employee must contribute at least one (1) sick leave day per year until the teacher has been a participant for a period of five (5) consecutive years. At that point, the participating employee becomes vested in the Fund and is no longer required to contribute a day per year in order to remain eligible for the benefits of the Fund.
2. A Sick Leave Assistance Fund contribution form will be distributed at the beginning of each school year on which employee will indicate the number of days he or she wishes to contribute to the Fund that year (including 0, which indicates the employee is vested in the Fund or he or she does not wish to participate that year). The form must be returned to the business manager by September 10th of each year. New employees to the school district may join within fifteen (15) days of employment. Any employee choosing not to participate will not be given another opportunity until the beginning of the following school year.
3. In the event of prolonged illness that exhausts the sick and personal leave of any employee who has chosen to participate in the Fund, the employee may request additional sick leave days not to exceed thirty (30) in one school year from the Sick Leave Assistance Fund. Such additional sick leave days shall not be deducted from the recipients' future accumulated sick leave. Unused days granted from the Sick Leave Assistance Fund in a given year shall revert back to the Fund.
4. Applications for additional sick leave days shall be submitted in triplicate with the original given to the superintendent, a copy to the business manager, and a copy retained by the applicant. The business manager will distribute copies of the application to members of the Sick Leave Assistance Fund Review Committee.
5. A Sick Leave Assistance Fund Review Committee shall be appointed at the beginning of each school year and will be comprised of two members appointed by the Baltic Teachers' Association, and one administrator and one member of the classified staff (if the classified staff is allowed to participate in the fund) to be appointed by the superintendent.
6. The Sick Leave Assistance Fund Review Committee will meet during the first week of May to consider all requests for additional sick leave days. The Committee may request additional information including, but not limited to, a written statement from the applicant's doctor stating the medical need and the date the employee may or was able to return to work. All appropriate parties shall be informed in writing of the Committee's decision.
7. The total number of additional sick leave days distributed from the Fund in any given year may not exceed one-half (1/2) of the total number of days in the Fund in that year. Any days granted are equivalent to the type of day contributed by the employee receiving additional days. For example, if a half-time employee contributes one 4-hour day to the Fund, any additional days granted that employee should also be 4-hour days.
8. After an employee exhausts his or her sick and personal leave, any additional sick or personal leave days shall be without pay. Forfeiture of pay will occur with the June paycheck. For teachers who selected the 12-month pay option, if the June paycheck is less than the amount to be deducted, then the difference will be deducted from the July paycheck, and if necessary, from the August paycheck. For teachers selecting the 10-month pay option, if the June paycheck is less than the amount to be deducted, then the difference will be deducted from the May paycheck, and if necessary, the April paycheck.
9. The School District will donate 20 days to the fund with the days to be paid back once the fund accumulates to 100 days.
10. The classified staff and administrative staff are also eligible to participate in the Sick Leave Assistance Fund.

ATTACHMENT C

Compensation for Lost Preparation Time

While the Baltic School District does not have a policy that governs teacher preparation time, an effort will be made by the administration to provide teachers with time to prepare to educate the students of Baltic. There are times, however, when circumstances are such that teachers lose some of their prep time. In such circumstances, teachers will be compensated for lost prep time using the following guidelines.

1. Prep time is defined as scheduled time during the day when the teacher has no direct supervision of students. At the secondary school, prep time is the time labeled as “prep” on the class. At the elementary school, prep time includes the time when students are attending “special” classes, which include vocal music, physical education, counseling, library and computers. Elementary recess is not considered to be prep time. Prep time does not include the time from 7:45am to the beginning of school and from end of school to 3:45, and it does not include lunch period. It also does not include such times when teachers have scheduled responsibilities and are asked to assume other duties.
2. Teachers will be compensated for lost prep time at a rate of \$20.00 per hour, with an hour defined as 60 minutes. One secondary block period will be considered 1.5 hours of prep time.
3. At the secondary school, if the schedule permits two prep periods per day, teachers will be compensated only if they lose both of their prep periods in the same day, in which case the teacher will be compensated for one hour of lost prep time.
4. At the elementary school, teachers will be compensated for ½ hour of lost prep time for each time they lose prep time due to a “special” class being cancelled and that “special” class is not subsequently rescheduled that school week.
5. The minimum amount of lost prep time for which a teacher may request compensation is ½ hour. Teachers may not accumulate lost prep time of less than ½ hour.
6. The teacher is responsible to complete an “Extra Duty Pay” voucher, have it cosigned by his or her principal, and submit it to the business manager.
7. Vouchers submitted by December 1st will be paid with the December paycheck, and those submitted after December 1st will be paid with the June paycheck.
8. These guidelines do not prohibit the administration from assigning teachers to extra duties.
9. These guidelines replace the current policy of allowing a teacher to leave after students have been released when the teacher has lost prep time.

Attachment D-Group Health Insurance Plan: 2020-2021 School Year			
Pheasant (\$1,000/\$2,000)	Monthly Premium	District Share	Employee Share
Single	\$618.49	\$568.49	\$50.00
Employee + One	\$1,236.98	\$568.49	\$668.49
Family	\$1,855.47	\$568.49	\$1,286.98
Couteau (\$1,500/\$3,000)	Monthly Premium	District Share	Employee Share
Single	\$588.37	\$553.37	\$35.00
Employee + One	\$1,176.74	\$568.49	\$608.25
Family	\$1,765.11	\$568.49	\$1,196.62
Hills (\$2,000/\$4,000)	Monthly Premium	District Share	Employee Share
Single	\$573.31	\$553.31	\$20.00
Employee + One	\$1,146.62	\$568.49	\$578.13
Family	\$1,719.94	\$568.49	\$1,151.45
Rushmore HSA (\$2,800/\$5,600)	Monthly Premium	District Share	Employee Share
Single	\$518.11	\$508.11	\$10.00
Employee + One	\$1,036.21	\$568.49	\$467.72
Family	\$1,554.32	\$568.49	\$985.83