SANBORN CENTRAL SCHOOL DISTRICT 55-5

THIS AGREEMENT, made and entered into this <u>14th day of April, 2015</u>, by and between <u>Shane Gross</u>, a duly certified teacher for the State of South Dakota and being a lawful holder of certificate <u>74823-0</u>, hereinafter designated as "Teacher", and the Board of Education of Sanborn Central School Dist. 55-5, Sanborn County, South Dakota, hereinafter designated as "District:".

WITNESSETH:

That the Teacher agrees to teach in the public schools of the District for a term subject to the school calendar negotiated by the District with the formal bargaining representative, the Sanborn Central Education Association. Such services are being rendered in the capacity of HS Ag Teacher (9 mo + 20 days) 50% Sanborn Central/ 50% Woonsocket.

That the amount of compensation shall be increased if a higher salary schedule is negotiated between the District and the Bargaining Representative.

SCHOOL TERM	2015-2016	EXTRA DUTY SALARY	\$2,575.00	
DEGREE/STEP	ВА	HEALTH INS. ADJUSTMENT	Τ	
BASIC SALARY	\$36,311.40	TOTAL YEARLY SALARY	\$38,886.40	

The parties hereto agree that all provisions of the school laws of the State of South Dakota, the regulations of the District, and the provisions of the Negotiated Agreement are understood to be a part of this contract.

The District will accept a resignation (1) because of pregnancy; (2) because of illness; (3) because the spouse's work is transferred to another geographic area which is beyond reasonable commuting distance of the Sanborn Central Schools; or (4) by mutual consent of the District and the Teacher.

If the employee submits the letter of resignation and appropriate sum to the district between June 1 and June 30, the sum of \$750.00 shall accompany the letter of resignation; if the letter of resignation is submitted between July 1 and July 31, the sum of \$1,000.00 shall accompany the letter of resignation; if the letter of resignation is submitted between August 1 and prior to date teachers are to report for preschool in-service, the sum of \$1,500.00 shall accompany the letter of resignation; if on or after the 1st day of preschool in-service, the sum of \$2,000.00 shall accompany the letter of resignation. It is hereby agreed that the amounts herein provided are presumed to be the damage for breach of obligation where it is in impractical or extremely difficult to fix actual damage, pursuant to SDCL 53-9-5, to be paid directly or to be withheld from any monies due the Teacher; OR filing a written complaint with the State Superintendent requesting revocation of the certificate according to SDCL 13-42-12.

(initial) I wish to be paid over ten (10) months for work performed during the 2015-16 school year.

(initial) I wish to be paid over twelve (12) months for work performed during the 2015-16 school year. I understand that pursuant to IRS rules that after I have made the above election I cannot change the manner of payment until the next school year.

IN WITNESS WHEREOF, the District, by and through its President and Business Manager and with approval by the Board by a majority vote, has caused this contract to be executed and offered in duplicate for the District prior to its submission to the Teacher employed as of the regular April school board meeting and shall be binding upon the parties upon execution by the Teacher and filing a copy in the District Office on or before **April 20, 2015 by 4:00 pm.** For teachers not employed as of the regular April school board meeting, this contract may be issued by the superintendent and signed by the teacher prior to approval by the Board.

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PRESIDENT, BOARD OF EDUCATION

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5-11-15

DATE

SANBORN CENTRAL SCHOOL DISTRICT 55-5

THIS AGREEMENT, made and entered into this 15 day of April, 2016, by and between Shane Gross, a duly certified teacher for the State of South Dakota and being a lawful holder of certificate 74823-0 , hereinafter designated as "Teacher", and the Board of Education of Sanborn Central School Dist. 55-5, Sanborn County, South Dakota, hereinafter designated as "District:".

WITNESSETH:

That the Teacher agrees to teach in the public schools of the District for a term subject to the school calendar negotiated by the District with the formal bargaining representative, the Sanborn Central Education Association. Such services are being rendered in the capacity of HS Ag Teacher (9 mo + 20 days) 50% Sanborn Central/ 50% Woonsocket.

That the amount of compensation shall be increased if a higher salary schedule is negotiated between the District and the Bargaining Representative.

SCHOOL TERM	2016-2017	EXTRA DUTY SALARY	\$3,175.00	
DEGREE/STEP	ВА	HEALTH INS. ADJUSTMENT		
BASIC SALARY	\$40,787.00	TOTAL YEARLY SALARY	\$43,962.00	
*Base \$36,625,00/ 176 da	vs: 20 extra days at \$208.10 each.			

The parties hereto agree that all provisions of the school laws of the State of South Dakota, the regulations of the District, and the provisions of the Negotiated Agreement are understood to be a part of this contract.

The District will accept a resignation (1) because of pregnancy; (2) because of illness; (3) because the spouse's work is transferred to another geographic area which is beyond reasonable commuting distance of the Sanborn Central Schools; or (4) by mutual consent of the District and the Teacher.

If the employee submits the letter of resignation and appropriate sum to the district between June 1 and June 30, the sum of \$750.00 shall accompany the letter of resignation; if the letter of resignation is submitted between July 1 and July 31, the sum of \$1,000.00 shall accompany the letter of resignation; if the letter of resignation is submitted between August 1 and prior to date teachers are to report for preschool in-service, the sum of \$1,500.00 shall accompany the letter of resignation; if on or after the 1st day of preschool in-service, the sum of \$2,000.00 shall accompany the letter of resignation. It is hereby agreed that the amounts herein provided are presumed to be the damage for breach of obligation where it is in impractical or extremely difficult to fix actual damage, pursuant to SDCL 53-9-5, to be paid directly or to be withheld from any monies due the Teacher; OR filing a written complaint with the State Superintendent requesting revocation of the certificate according to SDCL 13-42-12.

(initial) I wish to be paid over ten (10) months for work performed during the 2016-17 school year. (initial) I wish to be paid over twelve (12) months for work performed during the 2016-17 school year. I understand that pursuant to IRS rules that after I have made the above election I cannot change the manner of payment until the next school year.

IN WITNESS WHEREOF, the District, by and through its President and Business Manager and with approval by the Board by a majority vote, has caused this contract to be executed and offered in duplicate for the District prior to its submission to the Teacher employed as of the regular April school board meeting and shall be binding upon the parties upon execution by the Teacher and filing a copy in the District Office on or before April 22, 2016 by 4:00 pm. For teachers not employed as of the regular April school board meeting, this contract may be issued by the superintendent and signed by the teacher prior to approval by the Board.

PRESIDENT, BOARD OF EDUCATION

Report: Teacher Compensation Prior Year/Current Year Comparison

From 2016 to 2017

District Number: 55005

District Name: Sanborn Central 55-5

		FY16		FY17
<u>Last Name</u>	FTE	Total Compensation	FTE	Total Compensation
Coulthard, Barbara	0.59	\$27,893	0.60	\$30,562
Danek, Candace	1.00	\$49,560	1.00	\$53,376
Danek, Richard	1.00	\$54,293	1.00	\$58,067
Easton, Jenny	1.00	\$40,376	1.00	\$44,889
Farmer, Marci	1.00	\$41,464	1.00	\$45,965
Farrell-Poncelet, Susan	1.00	\$43,185	1.00	\$48,627
Flatten, Corey	1.00	\$44,528	1.00	\$48,874
Foster, Rachael	1.00	\$47,074	1.00	\$51,933
Gross, Shane	1.00	\$47,383	1.00	\$48,171
Harless, John	1.00	\$45,831	1.00	\$50,690
Knigge, Jeannette	1.00	\$45,219	1.00	\$49,780
Larson, Jennifer	1.00	\$48,050	1.00	\$53,541
Mccain, Timothy	1.00	\$49,294	1.00	\$53,871
Miller, Jenna	1.00	\$37,652	1.00	\$40,836
Moody, Robin	1.00	\$47,477	1.00	\$51,762
Moody, Tracy	1.00	\$49,381	1.00	\$53,705
Moore, Krista	1.00	\$47,509	1.00	\$51,667
Ogle, Debbie	1.00	\$50,110	1.00	\$52,861
Reimer, Jill	1.00	\$50,970	1.00	\$55,352
Sanderson, Paula	1.00	\$49,511	1.00	\$52,386
Schmit, Cheryl	1.00	\$48,688	1.00	\$52,890
Total FTE/Compensation:	20.59	\$965,448	20.60	\$1,049,805
Average Compensation:		\$46,889		\$50,961

DistrictName	LastName	FirstName	FTE16	ContractSalary16	TotalBenefitCost16	TotalTeacherCompensation16
Sanborn Central 55-5	Coulthard	Barbara	0.59	24,477	3,416	27,893
Sanborn Central 55-5	Danek	Candace	1	37,995	11,565	49,560
Sanborn Central 55-5	Danek	Richard	1	42,195	12,098	54,293
Sanborn Central 55-5	Easton	Jenny	1	35,425	4,951	40,376
Sanborn Central 55-5	Farmer	Marci	1	36,425	5,039	41,464
Sanborn Central 55-5	Farrell-Poncelet	Susan	1	32,625	10,560	43,185
Sanborn Central 55-5	Flatten	Corey	1	33,825	10,703	44,528
Sanborn Central 55-5	Foster	Rachael	1	36,395	10,679	47,074
Sanborn Central 55-5	Gross	Shane	1	36,311	11,072	47,383
Sanborn Central 55-5	Harless	John	1	35,025	10,806	45,831
Sanborn Central 55-5	Knigge	Jeannette	1	34,395	10,824	45,219
Sanborn Central 55-5	Larson	Jennifer	1	36,995	11,055	48,050
Sanborn Central 55-5	McCain	Timothy	1	37,995	11,299	49,294
Sanborn Central 55-5	Miller	Jenna	1	33,025	4,627	37,652
Sanborn Central 55-5	Moody	Robin	1	36,795	10,682	47,477
Sanborn Central 55-5	Moody	Tracy	1	38,395	10,986	49,381
Sanborn Central 55-5	Moore	Krista	1	36,425	11,084	47,509
Sanborn Central 55-5	Ogle	Debbie	1	38,395	11,715	50,110
Sanborn Central 55-5	Reimer	Jill	1	39,595	11,375	50,970
Sanborn Central 55-5	Sanderson	Paula	1	38,395	11,116	49,511
Sanborn Central 55-5	Schmit	Cheryl	1	38,395	10,293	48,688

FTE17	ContractSalary17	TotalBenefitCost17	TotalTeacherCompensation17
0.6	26,877	3,685	30,562
1	41,995	11,381	53,376
1	46,195	11,872	58,067
1	39,425	5,464	44,889
1	40,425	5,540	45,965
1	37,625	11,002	48,627
1	37,825	11,049	48,874
1	40,395	11,538	51,933
1	36,625	11,546	48,171
1	39,025	11,665	50,690
1	38,395	11,385	49,780
1	41,995	11,546	53,541
1	41,995	11,876	53,871
1	35,931	4,905	40,836
1	40,795	10,967	51,762
1	42,395	11,310	53,705
1	40,425	11,242	51,667
1	42,795	10,066	52,861
1	43,595	11,757	55,352
1	42,395	9,991	52,386
1	42,395	10,495	52,890

SANBORN CENTRAL SCHOOL DISTRICT 55-5 Increases in compensation to non-teaching positions.

	2016		2017		
	Contracts	raises	Contracts		
<u>Administration</u>					
Supt. (retired 2016)	84,045.00				
HS Prin 2016 to	40,000.00				
Supt/HS Prin 2017	п		72,500.00		
Elem/MS Prin	53,585.00	3,000.00	56,585.00		
Business Mgr	38,215.00	3,000.00	41,215.00		
School-support Speciali	<u>sts</u>				
Speech Therapist	39,995.00	4,000.00	43,995.00		
PreSchool Teacher	33,995.00	4,000.00	37,995.00		
Classified Staff					
Custodian	28,400.00	1,450.00	29,850.00		
Kitchen Mgr	27,800.00	1,400.00	29,200.00		
Hourly Staff (classified)		\$1.50	per hour		
Includes paraprofessionals,					
library aid, kitchen help	, and				
janitoral help.					

The superintendent retired at the end of the 2015-16, HS principal took over the Supt/HS prin position for the 2016-17 year.

		SANBOR	N CENTRAL S	CHOOL DISTRIC	CT 55-5		
Projected	dexpenditure	es for tead	cher compens	ation (at the t	ime contracts offer	red) and actual Teacher Compe	ensation
			Projected	Projected	Proj 2017	Actual 2017	
Last Name	First	FTE 17	Salary	Benefits	Compensation	Compensation	
Coulthard	Barbara	0.59	26,877.00	3,699.00	30,576.00	30,562.00	14.00
Danek	Candace	1	41,995.00	11,880.00	53,875.00	53,376.00	499.00
Danek	Richard	1	46,195.00	12,454.00	58,649.00	58,067.00	582.00
Easton	Jenny	1	39,425.00	5,529.00	44,954.00	44,889.00	65.00
Farmer	Marci	1	40,425.00	5,666.00	46,091.00	45,965.00	126.00
Farrell-Poncelet	Susan	1	37,625.00	11,284.00	48,909.00	48,627.00	282.00
Flatten	Corey	1	37,825.00	11,311.00	49,136.00	48,874.00	262.00
Foster	Rachael	1	40,395.00	11,662.00	52,057.00	51,933.00	124.00
Gross	Shane	1	36,625.00	11,147.00	47,772.00	48,171.00	(399.00)
Harless	John	1	39,025.00	11,475.00	50,500.00	50,690.00	(190.00)
Knigge	Jeannette	1	38,395.00	11,389.00	49,784.00	49,780.00	4.00
Larson	Jennifer	1	41,995.00	11,880.00	53,875.00	53,541.00	334.00
McCain	Timothy	1	41,995.00	11,880.00	53,875.00	53,871.00	4.00
Miller	Jenna	1	37,025.00	5,054.00	42,079.00	40,836.00	1,243.00
Moody	Robin	1	40,795.00	11,716.00	52,511.00	51,762.00	749.00
Moody	Tracy	1	42,395.00	11,935.00	54,330.00	53,705.00	625.00
Moore	Krista	1	40,425.00	11,666.00	52,091.00	51,667.00	424.00
Ogle	Debbie	1	42,795.00	11,989.00	54,784.00	52,861.00	1,923.00
Reimer	Jill	1	43,595.00	12,099.00	55,694.00	55,352.00	342.00
Sanderson	Paula	1	42,395.00	11,935.00	54,330.00	52,386.00	1,944.00
Schmit	Cheryl	1	42,395.00	11,935.00	54,330.00	52,890.00	1,440.00

Sanborn Central 55-5

Missed Accountability #1: A school district's total teacher compensation must increase by eighty-five percent of the increase in state aid to general education funding that the school district received for fiscal year 2017. (SDCL 13-13-73.6)

Total Compensation FY2016

\$965,448

Target Total Compensation FY2017

\$1,052,828

Reported Total Compensation FY2017

\$1,049,805

Financial Penalty to FY18 State Aid: \$51,400

The following presents the next steps for submitting an application for a waiver to avoid the financial penalty:

i. Fill out waiver application found in the Annual Financial Report program. Waiver application must be printed and postmarked by Friday, November 3rd, 2017. Please send to the Department of Education at

South Dakota Department of Education Attn: Kathryn Blumhardt 800 Governors Drive Pierre, SD 57501

Include all supporting documentation with sensitive information redacted to be reviewed with your waiver application. Sensitive information includes, but is not limited to, personally identifiable student information, social security numbers, and bank account information. For further information see http://doe.sd.gov/accountabilityboard/.

- ii. The School Finance Accountability Board (SFAB) will meet on Thursday, November 16th, 2017 and Friday, November 17th, 2017 to consider the waiver applications. School districts will have an opportunity to present testimony and supporting documentation at this meeting. The recommendations of the School Finance Accountability Board will be forwarded to the Joint Committee for Appropriations for final action. Further information regarding specific presentation times will follow after the waiver applications have been received by the Department of Education.
- iii. If the appeal is denied, notice of the decision will be delivered to the school district within five business days of the meeting. The school district may appeal the board's decision to the secretary of education within 15 days of the notice of denial. The secretary will issue a decision within 30 days of receipt of the appeal. (ARSD 24:44:01:08, 24:44:01:09)