

Article I

Recognition

Pursuant to the provisions of SDCL 3-18, the School Board of School District 09-2, Newell, South Dakota, hereinafter referred to as the "Board" recognizes the Newell Educational Association, hereinafter referred to as the "Association" as the sole and exclusive representative for all regularly employed certificated personnel, except for the Superintendent and Principal, for the 2024-2025 school year.

- 1.1 The Board agrees not to negotiate with any other certified employees with regard to negotiable items unless otherwise provided for in this agreement, or unless mutually agreed to by the parties during the term of this Agreement. No consultation with employees shall occur to circumvent the authority of the Association.
- 1.2 Certified Employee shall mean teacher, special education instructors, coaches, and/or counselors who hold a valid South Dakota teaching or CTE certificate.
- 1.3 The two parties will exchange initial proposals after the new health insurance information is available and prior to the regular April Board of Education meeting.

Article II

Employee and Association Rights

- 2.1 Meetings, Notices, and General Information – On approval of the Superintendent, the Association may be granted the right to the following:
 - a. The use of school buildings for meetings, if available.
 - b. The use of employee mailboxes, inter-school mail, the daily bulletin, and school bulletin boards for the purpose of internal communications.
 - c. The use of school equipment, e.g., computers, and copy machines.
- 2.2 Personnel File – Each employee shall have the right, upon request, to review the contents of said employee's permanent personnel file. Each employee will be

Newell 9-2 Negotiated Agreement 2024-2025

notified when something is placed in their personnel file and will have 14 working days to include a written response to anything placed in their file. The employee shall have the right to make copies of any item in the file and to be accompanied by a representative of the Association during the review of the file. A single personnel file shall be located in the Business Manager's Office.

- 2.3 Vacancies – All vacancies or new positions will be emailed to all current staff. Such postings will include grade, subject, building, and qualifications. Current employees may apply for any listed vacancy. In considering such applications, the principal shall consider the evaluations and certification of the applicant as well as the needs of the position. The principal will afford an interview to current employees.
- 2.4 Liquidated Damages – An employee may be released from a signed contract before the beginning of the school term under the following conditions. If the application for release is made after June 15 but before July 1, \$1000.00 will be forfeited to the school district. If application for release is made after July 1st, but before July 31st, \$2,000.00 will be forfeited to the school district. If application for release is after August 1st, \$3,000.00 will be forfeited to the school district. If an application for release is made during the school year, the employee will forfeit \$5,000.00 to the school district. All applications for release after July 1st will be accompanied by a check for the appropriate amount. MILITARY CLAUSE: In the case of a Permanent Change of Station (PCS) of a teacher's spouse, liquidated damages will be waived. The teacher will be required to stay with the district for up to 30 days after notification, or when a suitable replacement is found, whichever comes first.
- 2.5 Sexual Harassment– The Board and Association recognize the existence of the Newell School District 9-2 sexual harassment policy located on the following website:
 - https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/1547973/ACAA_Sexual_Harassment.pdf.

Article III

Employee Compensation and Fringe Benefits

- 3.1 **Full Experience Credit** – Each certified employee **may** be awarded up to twelve steps (12) of credit for teaching experience outside the district based **on** administration's recommendation. Any employee who is terminated as a result of reduction in force shall, if reemployed by the district, return at the rate of pay of their last contract with the district.
- 3.2 **Hiring Schedule** – The hiring schedule shall be as set forth in Appendix A, which is incorporated in this agreement.
- 3.3 **Payroll Installments** – All certified staff shall be paid over 12 months.
- 3.4 **Pay Periods** – Salaries will be paid to certified employees on the first (1st) and fifteenth (15th) of each month, with the exception of January and/or July whereby the first (1st) payday will be the first weekday of January and/or July after the 1st. If a regular payday falls on a Saturday or Sunday, payday will be the preceding Friday. All certified employees will be paid Direct Deposit through the bank of their choice.
- 3.5 **Co-Curricular Activity Pay** – The salary schedule for co-curricular activities shall be as set forth in Appendix A and incorporated in this agreement. A list of activities and payment schedule will be given to all advisors by August 1st prior to the start of any activity. Payment of salaries for co-curricular activities will be paid upon completion of that activity with the exception of activities director, who will be paid in each regularly scheduled pay period. When duties for each activity have been completed to the satisfaction of the activities director, the activities director will submit an invoice to the business manager. The salary will then be paid to the employee on the next regular payroll date.
- 3.6 **Hospitalization and Major Medical** – Only current employees and their families of the Newell School District, other than Cobra, can receive or be a part of the Newell School District Health Group Insurance. Each employee who so desires, shall be provided hospitalization and major medical insurance. The Board will pay \$731 for each employee enrolled, through the 2024-2025 School Year. Insurance will be renegotiated for the 25-26 school year. All employees paid insurance payments will be pretax whenever possible. NEA will appoint a

Newell 9-2 Negotiated Agreement 2024-2025

committee to work with the Board to provide input in order to help keep premium costs to a minimum. Upon severance of employment with the district, an employee may continue, at their own expense, as a member of the group insurance(s) for up to, but not more than 18 (eighteen) months. The Board's obligation to pay health insurance premiums will end on June 30th for employees no longer under contract with the district. The district will not pay compensation for employees opting to not use the district supplied insurance.

- 3.7 Unused Sick Leave – Unused sick leave will be paid to certified employees for upon termination of employment for any reason. Unused sick leave shall be figured at a rate of \$85.00 per day with a maximum of seventy (70) days (595 hours). To qualify, one must leave the system after successfully starting his/her fourth (4rd) full school term contract. In the event of the death of the employee, any accumulated funds owed him/her shall be paid to his/her beneficiary.
- 3.8 Graduate Credit Pay – The board will reimburse up to fifty (\$50.00) dollars per semester hour, for elective semester hour and one hundred (\$100.00) dollars for courses needed to fulfill a work assigned course, up to a staff total of four thousand (\$4,000.00) dollars from September 1st to August 31st each year for teachers to update their skills in certified areas that would enhance primary academic responsibilities and/or classroom management upon approval of the superintendent. Course must be approved prior to the course being taken. All classes must be graduate level classes. A copy of a grade sheet or transcript and a receipt for the cost of the credit must accompany a written request for graduate credit pay compensation. This request must be delivered to the Superintendent/CEO of schools and must be made by September 1st. If over the \$4,000, then the money will first be paid to the courses taken to fulfill a work assignment and then the remaining balance will be divided equally to the elective courses.
- 3.9 Lane Change Request – Requests for lane changes must be presented, in writing, to the superintendent of schools **by** March 1st for the following school year. Transcripts pertaining to the Lane Change Request must be submitted by September 30th before the Lane Change Request will be processed for the upcoming school year.
- 3.10 Classroom Supply Re-imbursement – Teachers may request up to fifty (\$50) dollars per school year as re-imbursement for classroom teaching supplies that

Newell 9-2 Negotiated Agreement 2024-2025

are not provided by the school. Requests must be submitted to the business office by the last day of the school year, with appropriate receipts.

- 3.11 Extra Duty Pay – The Board will pay any teacher that takes on a full year class during their prep time one seventh (1/7) of the base salary for that class. This would not count for teachers that take an additional study hall.
- 3.12 Sub Pay for Certified Staff – Staff will be paid \$30.00 each time they give up their prep time to cover a class for another staff member. This only applies during the staff member's prep time. Any combining of classes will not count towards this pay. Staff that this affects will need to fill out and submit a timesheet to the business office within a week from time of subbing.
- 3.13 The School Board may place a teacher in his/her fourth or subsequent year of employment in the District, whose work is not satisfactory, on one year's probation upon the recommendation of administrators and approval of the School Board. In such case, the teacher shall remain at the same salary for the year just completed. A teacher may be placed on probation not to exceed one year. If a situation should develop involving a possible recommendation of probationary contract, or non-renewal of contract, the principal will inform the teacher that he/she is classified as ON NOTICE. The teacher will be advised in writing relative to the areas in which improvement is necessary. ON NOTICE status applies to teachers who are in their fourth or subsequent year of employment in the District. Dismissal of certified staff will be based upon the following eight criteria:
 1. Plain violation of contract
 2. Gross immorality
 3. Incompetency or neglect of duty
 4. Poor performance
 5. Unprofessional conduct
 6. Insubordination
 7. Violation of any policy or regulation of the school district
 8. Neglect
- 3.14 The attached contract will be used for all certified staff's employment.

Newell 9-2 Negotiated Agreement 2024-2025

3.15 School Board may give new hires up to \$2000.00 signing bonus regardless of experience. Signing bonus would be limited to the budgetary limits. <https://casetext.com/statute/south-dakota-codified-laws/title-13-education/chapter-43-employment-of-teachers/section-13-43-61-signing-bonus-moving-expenses-or-tuition-reimbursement>

Article IV

Leave and School Day

4.1 Sick Leave – Each employee shall be entitled to eighty-five (85) sick leave hours per school term without loss of pay. Sick leave shall accumulate to five hundred and ninety-five (595) hours, meaning that an employee may not have available more than six hundred and eighty (680) hours of sick leave in any school year. Sick leave shall be interpreted to mean personal illness or illness or death of (immediate) family members as defined by the (Family Medical Leave Act).

4.2 Sick Leave Bank - A voluntary sick leave bank has been established for all eligible employees who are in or beyond their second full term of employment by the Newell School District under the following conditions and provisions:

- a. Employees shall become eligible to draw from the sick leave bank when they have completed one full year of employment.
- b. Each participating employee shall contribute one, two, or three days of sick leave per year to the bank. The deadline for sick leave bank enrollment or withdrawal shall be on September 15th of each year. To participate, you must contribute at least one day prior to enrollment date. You may add up to a maximum of three days prior to the last school day of the year. Eligible employees declining to become participants in the bank by September 15th shall be ineligible for participation later in that contract year.
- c. This pool is for the protection of individual participating employees during a long term extended illness or disability, causing an absence from regularly assigned duties, which extends beyond the number of sick leave days, which an individual participating employee has accumulated. The use of this pool will begin on the first duty day after an individual's accumulated sick leave days and personal leave have been exhausted, at which time the participating employees may draw up to 30 days of sick

Newell 9-2 Negotiated Agreement 2024-2025

leave from the bank per year. The use of sick leave pool days by participants shall be limited to the contract year.

- d. The Superintendent will handle the administering of the days from the sick leave bank. All requests for use of the bank must be submitted in writing to the Superintendent and must be supported by a written statement from the employee's personal physician. The absence for which the pool days are requested must be of such nature that absence is unavoidable during the school year and absence from duties is necessitated.
- e. Leave may be granted, from the sick leave bank, on a short-term basis, to current contributing members of the sick leave bank for emergency sick leave, when all other leave has been exhausted. An employee may draw the number of days the employee has contributed to the sick leave bank up to 5 days, per incident. This clause may not be used for personal leave. Use of this clause will be denied to the employee when the total number of days accumulated in the sick leave bank has diminished to 90 days. Once an employee's total contributed days have been used by the employee, they may no longer use the short term clause, but are still eligible for the extended illness.
- f. Persons withdrawing days from the bank are not required to replace these days except as a regular contributing member of the bank. A person resigning, retiring, withdrawing from membership in the bank or declining to make contributions as required shall not be able to withdraw previously contributed days.
- g. Days in the bank shall be withdrawn on a first come, first served basis, and if the total days in the bank are exhausted in any year, use of the bank is ended for that year. Unused days in the bank shall be carried over to the next succeeding school year.
- h. The sick leave bank shall not be used to extend maternal/paternal leave, but may be used for pregnancy related illnesses.
- i. The sick leave bank shall be used for personal illness as well as immediate family members, such as children, spouse, and parents, or if an employee is the primary caregiver of a relative.
- j. The sick leave bank may be used for emergency bereavement leave when an employee has exhausted all other leave days. The employee must be a current contributing member of the sick leave bank and may draw up to 5 days from the sick leave bank or draw the number of days the employee has contributed to the sick leave bank, for this emergency bereavement.

Newell 9-2 Negotiated Agreement 2024-2025

E.g. If an employee has contributed 3 days to the sick leave bank, then that employee may use 3 days.

4.3 Leave – Each certified employee will be granted forty-two and one half (42.5) hours per year of personal leave. This leave is not accumulative. Personal Leave is defined as leave used by the certified employee to attend to personal matters or to attend to business that ordinarily could not be carried out at any time other than during school time. If personal leave days are not used, the certified employee will be paid for the unused personal leave days at certified substitute pay.

In addition, a total of thirty-four (34) hours professional leave will also be granted upon the pre-approval of the employee's immediate supervisor with thirty (30) days' notice, substitute secured, and proof of attendance for professional development or to increase the employee's knowledge and/or skill as a teacher, certified staff, coaches, and advisors.

Personal Leave granted immediately prior to or immediately following a vacation will be authorized by administration four (4) working days prior to vacation, with the exception of emergency. Once personal leave is approved it cannot be taken away.

If a staff member has scheduled hour(s) of leave and school is cancelled for any reason, the hours school was not in session will be returned to staff member if employee retracts the leave within 24 hours.

4.4 Parental Leave of Absence – Absence due to pregnancy-related disability or illness shall be treated as sick leave. After two (2) weeks absence, additional sick leave, if available, will be granted if confirmed by a physician.

The Newell School District, in compliance with the Family and Medical Leave Act of 1993 (FMLA), will provide up to twelve (12) weeks of unpaid family/medical leave to employees eligible for such leave. The District will comply with the provisions of the FMLA and any rights or benefits contained within working agreements which exceed any right or benefits contained in the FMLA. FMLA approved leave shall occur concurrently with any/all applicable paid leave policies granted pursuant to the respective working agreement. All available sick and personal leave will be used before unpaid leave is granted.

Newell 9-2 Negotiated Agreement 2024-2025

The District will not interfere with, restrain, or deny the exercise of any right provided by the FMLA and will not discharge or discriminate against any employee for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or related to the FMLA.

Employees may file a complaint with the U.S. Department of Labor or may bring a private action to enforce the employee's rights under the FMLA.

- 4.5 Leave of Absence – A leave of absence, without pay, of up to one (1) year may be granted by the Board to any certified employee who has a reasonable need for such leave. Employees requesting a leave of absence shall submit the request in writing to the Board no later than April fifteenth (15th). The Board's decision will be final.
- 4.6 Duty Hours – Teachers will be in attendance during regular duty hours. Regular duty hours are defined as 7:30 am to 4:00 pm, unless otherwise scheduled. In the event of scheduled school evening activities at which staff attendance is required, members may leave when classes end on the day of the scheduled event and return for the event. Duty hours on a part-time contract will be scheduled consecutively during the school day unless mutually agreed upon by the instructor and the school district.
- 4.7 In-Service Days - All certified staff are contracted to attend all scheduled in-service days regardless of their FTE status.
- 4.8 Doctor's Note- If an employee is gone for more than two days in a row, he/she may be required to present a doctor's note but the school will reimburse the medical fees incurred.
- 4.9 Entering Leave Requests- Leave requests must be entered in the leave program within twelve (12) hours AFTER returning unless the superintendent waives the time limit. If not entered within twelve (12) hours after returning, substitute teacher's pay will be deducted from the employees' paycheck.

ARTICLE V Reduction in Force

- 5.1 It is recognized that when reductions in force occur, the certification and qualifications for a particular position, grade level, or subject matter area must be considered. It is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff whenever economic necessity or

Newell 9-2 Negotiated Agreement 2024-2025

enrollment dictates. To accomplish this, the Board of Education will take into consideration input from the School Administration, NEA, Community planners, Business Manager, and any other agency as may offer valid input. The Board of Education must give reasonable consideration to the size of the decrease in revenue or students when reducing staff in accordance with this Article. The final decision is the sole responsibility of the Board members. In order to promote an orderly reduction of personnel when the education program, curriculum, or staff is curtailed, the Board of Education will institute the following procedure:

- 5.2 Layoff Procedure - Certified employees shall be released based upon any of the following: evaluations, certification, current position including coaching or advising, adaptability, academic and professional preparation, and seniority.
- 5.3 Re-employment Rights - Notice of release under this Article shall be given in accordance with the provisions of SDCL 13-43.
 - a. Teachers shall be recalled in inverse order of release for new positions opening for which they are certified. Recall privileges cease when the staff member either voluntarily resigns or upon being recalled, fails to affirm reappointment within fifteen (15) days of notification to the staff member's last known address.
 - b. Each staff member released under the provisions of this Article shall have his/her name placed on a recall list. That recall list shall be maintained by the Board of Education for a period not to exceed one (1) year. A staff member who has been released and not recalled within one (1) year shall lose his/her rights to recall. The rights to be recalled during the one (1) year period will not be lost by an employee due to acceptance of other employment during the recall period.
 - c. New staff members will not be employed until all staff members eligible to be recalled under the above paragraphs have been given an opportunity for recall.
 - d. Any employee who was previously assigned to a full-time position and declines to accept recall to less than a full-time position will not lose their one (1) year recall status.

- e. Upon severance of employment with the district, an employee may continue, at their own expense, as a member of the group insurance(s) for up to, but not more than 18 (eighteen) months.

ARTICLE VI

Newell School Evaluations

6.1 Purpose of the evaluation - The purposes of the evaluations are to improve performance and to keep the Newell Board of Education informed on the quantity and quality of the work being accomplished by its staff. The evaluations will also be used to determine whether the employee will be rehired for the coming year. It is recognized by the Board of Education, the administrative staff, and the teaching staff that formal evaluations are only a part of the evaluation process. Evaluation is an ongoing process. Informal observations, parent/teacher relationships and communications, student/teacher relationships and communications, and many other factors are, along with formal evaluation, a part of the total evaluation process.

6.2 Frequency of evaluations The frequency of the evaluations will meet the requirements set forth by the Newell Board of Education. Teachers in or beyond their fourth (4th) year of employment with the district will be evaluated on a two year rotation as set forth within the guidelines of South Dakota codified law: 13-42-34. Teachers in their first (1st), second (2nd), or third (3rd) year of employment by the district will be evaluated a minimum of one (1) time per school term. Each teacher will receive a formal evaluation rating based on the South Dakota Framework for Teaching under the (8) domains chosen from the Framework as a measurement for professional growth.

SD Codified L § 13-42-34. Teacher evaluations. Any public school district seeking state accreditation shall evaluate the performance of each certified teacher in years one through three not less than annually, and each certified teacher in the fourth contract year or beyond, not less than every other year. Each school district shall adopt procedures for evaluating the performance of certified teachers employed by the school district that:

- (1) Are based on the minimum professional performance standards established by the Board of Education pursuant to § 13-42-33;
- (2) Require multiple measures;

Newell 9-2 Negotiated Agreement 2024-2025

- (3) Serve as the basis for programs to increase professional growth and development of certified teachers; and
- (4) Include a plan of assistance for any certified teacher, who is in the fourth or subsequent year of teaching, and whose performance does not meet the school district's performance standards.

Source: SL 2010, ch 94, § 2

- 6.3 Procedure - The staff will be observed by administrators and supervisors on a regular basis with both scheduled and unscheduled visits to the classroom. A summative evaluation will be developed and shared with each staff member by March 15th of each year. The evaluation tool and guidelines will meet all state and local requirements. Once the written evaluation is shared with the staff member, both the staff member and supervisor must sign the evaluation. A copy will be made and given to the staff member and the original will be placed in that staff member's personnel file. Staff members will have 14 working days to file a written response to any evaluation.
- 6.4 Areas subject to evaluation - The areas subject to evaluation shall be those listed on the evaluation forms and all areas of responsibility as contracted for between the staff member and the Newell School Board of Education. These evaluation forms will be developed to follow the State Board of Education rules and local expectations.
- 6.5 Uses of the results of the evaluation - The results of the evaluation will be used to keep the Newell Board of Education informed on the quantity and quality of the work being accomplished by its staff. The evaluations, along with other factors will be used in determining whether the employee will be given the same assignment, be assigned to another area, or not be hired for the coming school year.

ARTICLE VII

Effect of Agreement

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

Newell 9-2 Negotiated Agreement 2024-2025

- 7.2 Individual Contracts - The terms and conditions of this agreement shall be reflected in individual contracts or employment agreements.
- 7.3 Savings Clause - Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then the article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 7.4 Copies of the Agreement - It shall be the responsibility of the Association to prepare and print copies of this Agreement. The Association shall provide each member of the bargaining unit a copy of this agreement.
- 7.5 This negotiated agreement between the Newell Education Association of the Newell School District and the Newell Board of Education as dated below shall supersede and make null and void all other negotiated agreements between the certified employees of the Newell School District and the Newell Board of Education adopted prior to the above date.

The Agreement is signed this _____ day of _____ 20_____.

In witness thereof:

For the Newell Educational Association

For the Newell School District Board

President

President

Secretary

APPENDIX A

2024-2025 Hiring Schedule

This hiring schedule may be used to determine the starting point of any employee who begins service with the school district as well as returning teachers. The board may allow up to twelve steps of certified experience for new hires.

Lane/Step Changes

For every ten (10) credits that are earned past the employee's current degree, the district will pay an additional \$350 per year, up to 40 credits for a Bachelor's Degree and up to 20 credits for a Master's Degree. An increase of \$1,000 will be given to teachers that move from a Bachelor's Degree to a Master's Degree. For the 2024-2025 School Year, certified employees will receive a \$6000 raise with no longevity experience step for the 24-25 school year. Steps will be renegotiated for the 25-26 school year. Teachers will be eligible for an educational step increase.

Steps	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20
0	45000	45350	45700	46050	46400	47400	47750	48100
1	45400	45750	46100	46450	46800	47800	48150	48500
2	45800	46150	46500	46850	47200	48200	48550	48900
3	46200	46550	46900	47250	47600	48600	48950	49300
4	46600	46950	47300	47650	48000	49000	49350	49700
5	47000	47350	47700	48050	48400	49400	49750	50100
6	47400	47750	48100	48450	48800	49800	50150	50500
7	47800	48150	48500	48850	49200	50200	50550	50900
8	48200	48550	48900	49250	49600	50600	50950	51300
9	48600	48950	49300	49650	50000	51000	51350	51700
10	49000	49350	49700	50050	50400	51400	51750	52100

Newell 9-2 Negotiated Agreement 2024-2025

11	49400	49750	50100	50450	50800	51800	52150	52500
12	49800	50150	50500	50850	51200	52200	52550	52900
13	50200	50550	50900	51250	51600	52600	52950	53300
14	50600	50950	51300	51650	52000	53000	53350	53700
15	51000	51350	51700	52050	52400	53400	53750	54100
16	51400	51750	52100	52450	52800	53800	54150	54500
17	51800	52150	52500	52850	53200	54200	54550	54900
18	52200	52550	52900	53250	53600	54600	54950	55300
19	52600	52950	53300	53650	54000	55000	55350	55700
20	53000	53350	53700	54050	54400	55400	55750	56100
21	53400	53750	54100	54450	54800	55800	56150	56500
22	53800	54150	54500	54850	55200	56200	56550	56900
23	54200	54550	54900	55250	55600	56600	56950	57300
24	54600	54950	55300	55650	56000	57000	57350	57700
25	55000	55350	55700	56050	56400	57400	57750	58100
26	55400	55750	56100	56450	56800	57800	58150	58500
27	55800	56150	56500	56850	57200	58200	58550	58900
28	56200	56550	56900	57250	57600	58600	58950	59300
29	56600	56950	57300	57650	58000	59000	59350	59700
30	57000	57350	57700	58050	58400	59400	59750	60100
31	57400	57750	58100	58450	58800	59800	60150	60500
32	57800	58150	58500	58850	59200	60200	60550	60900
33	58200	58550	58900	59250	59600	60600	60950	61300
34	58600	58950	59300	59650	60000	61000	61350	61700
35	59000	59350	59700	60050	60400	61400	61750	62100
36	59400	59750	60100	60450	60800	61800	62150	62500
37	59800	60150	60500	60850	61200	62200	62550	62900
38	60200	60550	60900	61250	61600	62600	62950	63300
39	60600	60950	61300	61650	62000	63000	63350	63700
40	61000	61350	61700	62050	62400	63400	63750	64100
41	61400	61750	62100	62450	62800	63800	64150	64500

Extra-Curricular Salaries

Extra-Curricular Salary Schedule:

Starting with the base salary in 2021-2022 returning coaches/advisors will receive 2% up to 10 years. Extra-curricular supervisors are eligible for up to \$50.00 per year for required coursework. Supervisors must successfully complete the coursework and submit a voucher to the business office.

Position	Current	3% raise	1	2	3	4	5	6	7	8	9	10
Athletic Director	7070	212.1	7282.1	7427.74	7576.30	7727.82	7882.38	8040.03	8200.83	8364.84	8532.14	8702.78
FFA Advisor	6929	207.87	7136.87	7279.61	7425.20	7573.70	7725.18	7879.68	8037.27	8198.02	8361.98	8529.22
Head Basketball	3219	96.57	3315.57	3381.88	3449.52	3518.51	3588.88	3660.66	3733.87	3808.55	3884.72	3962.41
Head Wrestling	3219	96.57	3315.57	3381.88	3449.52	3518.51	3588.88	3660.66	3733.87	3808.55	3884.72	3962.41
Head Volleyball	3219	96.57	3315.57	3381.88	3449.52	3518.51	3588.88	3660.66	3733.87	3808.55	3884.72	3962.41
Head Track, Cross Country	2879	86.37	2965.37	3024.68	3085.17	3146.87	3209.81	3274.01	3339.49	3406.28	3474.40	3543.89
Head Football	2625	78.75	2703.75	2757.83	2812.98	2869.24	2926.63	2985.16	3044.86	3105.76	3167.87	3231.23
Head Golf	2540	76.2	2616.2	2668.52	2721.89	2776.33	2831.86	2888.50	2946.27	3005.19	3065.30	3126.60
Assistant Basketball	2185	65.55	2250.55	2295.56	2341.47	2388.30	2436.07	2484.79	2534.48	2585.17	2636.88	2689.62
Assistant Wrestling	2015	60.45	2075.45	2116.96	2159.30	2202.48	2246.53	2291.46	2337.29	2384.04	2431.72	2480.35
Assistant Volleyball	2015	60.45	2075.45	2116.96	2159.30	2202.48	2246.53	2291.46	2337.29	2384.04	2431.72	2480.35
Assistant Football	2015	60.45	2075.45	2116.96	2159.30	2202.48	2246.53	2291.46	2337.29	2384.04	2431.72	2480.35
Assistant Track, Cross Country	2180	65.4	2245.4	2290.31	2336.11	2382.84	2430.49	2479.10	2528.69	2579.26	2630.84	2683.46
Assistant Golf	2015	60.45	2075.45	2116.96	2159.30	2202.48	2246.53	2291.46	2337.29	2384.04	2431.72	2480.35
Drama/Fall Production	1658	49.74	1707.74	1741.89	1776.73	1812.27	1848.51	1885.48	1923.19	1961.66	2000.89	2040.91
MS Drama	912	27.36	939.36	958.15	977.31	996.86	1016.79	1037.13	1057.87	1079.03	1100.61	1122.62
Middle School Head Coach	1496	44.88	1540.88	1571.70	1603.13	1635.19	1667.90	1701.26	1735.28	1769.99	1805.39	1841.49
Assistant MS Coach	1022	30.66	1052.66	1073.71	1095.19	1117.09	1139.43	1162.22	1185.47	1209.18	1233.36	1258.03
Oral Interpretation	998	29.94	1027.94	1048.50	1069.47	1090.86	1112.68	1134.93	1157.63	1180.78	1204.40	1228.48
One Act Play	912	27.36	939.36	958.15	977.31	996.86	1016.79	1037.13	1057.87	1079.03	1100.61	1122.62
Yearbook	1000	30	1030	1050.60	1071.61	1093.04	1114.91	1137.20	1159.95	1183.15	1206.81	1230.95
Knowledge Bowl	748	22.44	770.44	785.85	801.57	817.60	833.95	850.63	867.64	884.99	902.69	920.75
Pep Band	758	22.74	780.74	796.35	812.28	828.53	845.10	862.00	879.24	896.82	914.76	933.06
NHS Advisor	520	15.6	535.6	546.31	557.24	568.38	579.75	591.35	603.17	615.24	627.54	640.09
Junior Class Advisor	520	15.6	535.6	546.31	557.24	568.38	579.75	591.35	603.17	615.24	627.54	640.09
Junior Class Advisor	520	15.6	535.6	546.31	557.24	568.38	579.75	591.35	603.17	615.24	627.54	640.09
Supervision of Non-Assigned Co-Curricular Activities	\$10.50 per hour											

Appendix B

Grievance Procedure

A grievance, for the purposes of this procedure, is a complaint by an employee or group of employees based upon an alleged violation, misinterpretation, or inequitable application of any existing policies, rules, or regulations of the school district as they apply to conditions of employment or of any provisions of this agreement. The absence of or disagreement with existing policies, rules, or regulations is not a grievance and is subject to annual negotiation under the negotiations policy.

The purpose of this procedure is to secure, at the lowest possible administration level and in a timely manner, equitable solutions to the problems which may arise affecting the welfare or working conditions of employees.

It is required that an employee file a written grievance within twenty (20) calendar days after the alleged violation.

Informal Procedures: If an employee has a grievance, he/she should first discuss the matter with his/her principal, administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally. If, after such discussion, the employee is not satisfied with the resolution of the matter, he/she shall have the right to have the Newell Educational Association assist him/her in further efforts to resolve the problem informally with that supervisor.

Formal Procedures: If an aggrieved person is not satisfied with the solution to his/her problem through the informal process, he/she may submit his/her claim as a formal written grievance following this process:

Step 1: The aggrieved person shall submit their written grievance, including documentation to show proof that the informal procedure was followed, to the Newell Educational Association Human Resources Committee.

Step 2: Within ten (10) days, the Committee will meet and discuss the matter and make a recommendation to the Superintendent either in support or opposition to the informal solution. If the grievance is against the superintendent the process moves directly to Step 5. Furthermore, if the grievance is against the superintendent, the Committee's recommendation does not go to the superintendent but to the board.

Newell 9-2 Negotiated Agreement 2024-2025

- Step 3: Within ten (10) days of receiving the written grievance, supporting documentation, and recommendation from the NEA Human Resources Committee, the Superintendent will respond to the grievance in writing. During the ten (10) day period, the Superintendent will meet with the aggrieved person, any supervisor or other staff member involved, and the Human Resources Committee to determine the best solution to the grievance.
- Step 4: If the aggrieved person is not satisfied with the Superintendent's response, they may appeal the solution in writing to the Superintendent's office for inclusion on the next regular Board of Education meeting agenda. The appeal must include a written appeal, all documentation from previous attempts at solving this grievance, and other important information. Only documentation submitted at the time of appeal will be used for the hearing.
- Step 5: The Board of Education may appoint a fact finder to review the grievance and its processing to this point and report to the Board prior to its meeting with the aggrieved person and with the Human Resources Committee for the purpose of resolving the grievance.
- Step 6: At the next regularly scheduled Board of Education meeting, the Board will hold a hearing and render a decision. That decision will be made available to the aggrieved person in writing within five (5) days after the meeting.
- Step 7: If the aggrieved person is not satisfied with the decision made by the Board of Education, they can submit an appeal to the Newell Educational Association that his/her grievance be submitted to the Department of Labor. The Department of Labor will conduct a hearing and shall issue an opinion covering the points raised.

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

All parties involved may be represented at all levels of the formal grievance procedure by persons of their own choosing.

Newell 9-2 Negotiated Agreement 2024-2025

When an employee is not represented by the Newell Educational Association, the Association shall have the right to be present and to state its views at all stages of the procedure except during executive session of the Board of Education.

Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale.

All documents, communications, and records dealing with the processing of a grievance shall be in writing setting forth the decisions and its rationale.

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

However, if a grievant initiates an action in duly constituted court of law, this procedural policy shall not be available unless directed by said court.

All parties are responsible for their own documentation. Evidence must be submitted at the appropriate levels and new documentation and evidence shall not be introduced throughout the process other than meeting notes, written responses, and written appeals. All parties have the right to request certain documentation that has been added after the initial grievance be eliminated from the procedure.