

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 2025-2026 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

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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 1** but before **June 15, \$1500.00** will be **deducted from the employee's last paycheck**. If application for release is made after July 1st, but before July **15th**, **\$2,500.00** will be forfeited to the school district. If application for release is after **July 15**, **\$3,500.00** 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 **will** be awarded **one (1) step for each year of teaching experience** up to twelve steps (12) of credit. 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. **However, if payday falls on a holiday or weekend, the following business day will be the pay date.** This will ensure only 2 paydays per month. There will not be any special adjustments for January 1st or July 1st. The previously scheduled payday for June 30, 2025, will be moved to July 1, 2025. See attached schedule in Appendix D.
- 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 **\$828** for each employee enrolled, through the 2025-2026 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

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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

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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. **Teachers are required to attend events as chaperones and mentors for events which include their entire class participation.**
- 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 **Administration** 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 **plan of assistance** upon the recommendation of administrators. **The teacher will have the opportunity to appeal to the school board prior to final approval.** In such case, the teacher shall remain at the same salary for the year just completed. A teacher may be placed on **plan of assistance** 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 **plan of assistance**. The teacher will be advised in writing relative to the areas in which improvement is necessary. **Plan of assistance** 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.
- 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>
- 3.16 Complimentary Activity Pass – The Newell School Board shall issue a complimentary individual activity pass to all certified personnel.
- 3.17 Weight Room – The weight room family user fee will be waived for certified employees' use.
- 3.18 Pay for Additional Coursework – Any current teacher required by the District to accept a different area of instruction for which the PRAXIS test must be taken will have the test after obtaining written approval by the Superintendent prior to testing and be reimbursed the cost of the successful test upon providing proof of all attempts and results.
- 3.19 Employee Retention Incentive – For every five (5) years of completed service with the Newell School District, teachers will receive a \$1,000 bonus to be paid on September 1st of the next school year. This bonus will commence in the 2025-2026 school year and employees will qualify for the bonus when they reach their next 5-year milestone in the District.

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 - The purpose of the Sick Leave Bank (Bank) is to provide additional leave for full or part-time teachers, for all eligible employees who are in or beyond their second full term of employment by the Newell School District

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who have exhausted their accrued sick days as the results of a catastrophic illness or injury. The Bank serves as a depository into which participating teachers contribute days for allocation to other participating teachers. The purpose of the Bank is not to provide unlimited paid sick days for any medical reason, but to alleviate the hardship caused when teachers lose compensation as the result of a catastrophic illness or injury. The Bank is established through the voluntary contribution of up to three (3) sick leave days each school year. Contributing these days establishes membership to the Bank and eligibility for withdrawal. All teachers will be considered to contribute unless an opt-out form is completed no later than September 1 each year. Eligibility is discontinued upon termination (voluntary or involuntary) of employment or death. No payments of benefits will be made to terminated teachers or beneficiaries.

Administration of the Bank:

- a. The bank will be administered by a committee agreed upon by the NEA and the Superintendent. The committee will be comprised of the Business Manager, a representative from administration, and two NEA members. Each representative will name an alternate. All information regarding the sick leave bank requests will be shared with the sick bank committee, including medical documentation of the condition being considered.
- b. The Human Resources department will be responsible for convening the Committee, coordinating donations, processing requests, and maintaining appropriate related records.
- c. Requests for use of the Bank will be reviewed by the Committee. The Committee will prepare a written notification to the requesting teacher approving or denying the application.
- d. The Committee may not grant Bank days if the Bank does not have available days.
- e. An application shall be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the teacher fails to provide any requested documentation. If denied, an application may be resubmitted.
- f. The Bank will be administered in accordance with the American with Disabilities Act and Family and Medical Leave Act requirements.

Withdrawals from the Bank:

- g. A contributing teacher must complete an application for Bank days and submit it to Human Resources no later than five (5) working days after all available sick days are exhausted.

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- h. Applications must be accompanied by a statement from a licensed health care provider that includes the beginning date of the condition, a description of the illness or injury, and the prognosis for recovery. The required paperwork under FMLA would suffice if also requested.
- i. The Committee will render a written decision to the teacher within five (5) working days of the request. In determining catastrophic illness or injury, the following definition will be used: a severe medical condition that requires a teacher's absence from work for a prolonged period and which results in a substantial loss of income because of the exhaustion of all earned sick leave. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.
- j. The number of sick days granted for each request will be determined by the Committee but cannot exceed a maximum of twenty (20) working days for personal use, or ten (10) days for a spouse or child. No teacher may receive more than twenty (20) bank days in a twelve-month period.
- k. Any bank days granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.
- l. Use of the Bank days is considered under the provisions of the FMLA for a serious health condition, and any use is included in the twelve (12) weeks of leave provided under this Act, if applicable.

Appeal Procedure – In the event a teacher is denied benefits from the Bank, he/she may submit a written appeal to the Superintendent within ten (10) working days of receiving the denial. A written response shall be issued within ten (10) working days from the date of the appeal.

4.3 **Leave** – Certified employees may use up to 25.5 hours of sick leave per year for personal leave after the initial 17 hours of personal leave have been utilized. 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.

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

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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.

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.

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- 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. **The administration will provide professional development opportunities during applicable in-services to allow certified employees to obtain continuing education contact hours. The cost of the Continuing Education Contact Hours (CECH) will be paid by the certified employee. Personal or sick leave must be used for absences, and pre-approved by the employee's immediate supervisor.**
- 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 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

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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;
- (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

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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.
- 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

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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

2025-2026 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 2025-2026 school year, certified employees will receive a \$500 raise with no longevity experience step for the 25-26 school year. Steps will be renegotiated for the 26-27 school year. Teachers will be eligible for an educational step increase. 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	45500	45850	46200	46550	46900	47900	48250	48600
1	45900	46250	46600	46950	47300	48300	48650	49000
2	46300	46650	47000	47350	47700	48700	49050	49400
3	46700	47050	47400	47750	48100	49100	49450	49800
4	47100	47450	47800	48150	48500	49500	49850	50200
5	47500	47850	48200	48550	48900	49900	50250	50600
6	47900	48250	48600	48950	49300	50300	50650	51000
7	48300	48650	49000	49350	49700	50700	51050	51400
8	48700	49050	49400	49750	50100	51100	51450	51800
9	49100	49450	49800	50150	50500	51500	51850	52200
10	49500	49850	50200	50550	50900	51900	52250	52600
11	49900	50250	50600	50950	51300	52300	52650	53000

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12	50300	50650	51000	51350	51700	52700	53050	53400
13	50700	51050	51400	51750	52100	53100	53450	53800
14	51100	51450	51800	52150	52500	53500	53850	54200
15	51500	51850	52200	52550	52900	53900	54250	54600
16	51900	52250	52600	52950	53300	54300	54650	55000
17	52300	52650	53000	53350	53700	54700	55050	55400
18	52700	53050	53400	53750	54100	55100	55450	55800
19	53100	53450	53800	54150	54500	55500	55850	56200
20	53500	53850	54200	54550	54900	55900	56250	56600
21	53900	54250	54600	54950	55300	56300	56650	57000
22	54300	54650	55000	55350	55700	56700	57050	57400
23	54700	55050	55400	55750	56100	57100	57450	57800
24	55100	55450	55800	56150	56500	57500	57850	58200
25	55500	55850	56200	56550	56900	57900	58250	58600
26	55900	56250	56600	56950	57300	58300	58650	59000
27	56300	56650	57000	57350	57700	58700	59050	59400
28	56700	57050	57400	57750	58100	59100	59450	59800
29	57100	57450	57800	58150	58500	59500	59850	60200
30	57500	57850	58200	58550	58900	59900	60250	60600
31	57900	58250	58600	58950	59300	60300	60650	61000
32	58300	58650	59000	59350	59700	60700	61050	61400
33	58700	59050	59400	59750	60100	61100	61450	61800
34	59100	59450	59800	60150	60500	61500	61850	62200
35	59500	59850	60200	60550	60900	61900	62250	62600
36	59900	60250	60600	60950	61300	62300	62650	63000
37	60300	60650	61000	61350	61700	62700	63050	63400
38	60700	61050	61400	61750	62100	63100	63450	63800
39	61100	61450	61800	62150	62500	63500	63850	64200
40	61500	61850	62200	62550	62900	63900	64250	64600
41	61900	62250	62600	62950	63300	64300	64650	65000

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. **During the 2025-2026 school year, the base pay for extra-curricular salaries will be increased by \$200.** 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	7270	218.1	7488.1	7637.86	7790.62	7946.43	8105.36	8267.47	8432.82	8601.47	8773.50	8948.97
FFA Advisor	7129	213.87	7342.87	7489.73	7639.52	7792.31	7948.16	8107.12	8269.26	8434.65	8603.34	8775.41
Head Basketball	3419	102.57	3521.57	3592.00	3663.84	3737.12	3811.86	3888.10	3965.86	4045.18	4126.08	4208.60
Head Wrestling	3419	102.57	3521.57	3592.00	3663.84	3737.12	3811.86	3888.10	3965.86	4045.18	4126.08	4208.60
Head Volleyball	3419	102.57	3521.57	3592.00	3663.84	3737.12	3811.86	3888.10	3965.86	4045.18	4126.08	4208.60
Head Track, Cross Country	3079	92.37	3171.37	3234.80	3299.49	3365.48	3432.79	3501.45	3571.48	3642.91	3715.77	3790.08
Head Football	2825	84.75	2909.75	2967.95	3027.30	3087.85	3149.61	3212.60	3276.85	3342.39	3409.24	3477.42
Head Golf	2740	82.2	2822.2	2878.64	2936.22	2994.94	3054.84	3115.94	3178.26	3241.82	3306.66	3372.79
Asistant Basketball	2385	71.55	2456.55	2505.68	2555.79	2606.91	2659.05	2712.23	2766.47	2821.80	2878.24	2935.80
Assistant Wrestling	2215	66.45	2281.45	2327.08	2373.62	2421.09	2469.51	2518.91	2569.28	2620.67	2673.08	2726.54
Assistant Volleyball	2215	66.45	2281.45	2327.08	2373.62	2421.09	2469.51	2518.91	2569.28	2620.67	2673.08	2726.54
Assistant Football	2215	66.45	2281.45	2327.08	2373.62	2421.09	2469.51	2518.91	2569.28	2620.67	2673.08	2726.54
Assistant Track, Cross Country	2380	71.4	2451.4	2500.43	2550.44	2601.45	2653.47	2706.54	2760.67	2815.89	2872.21	2929.65
Assistant Golf	2215	66.45	2281.45	2327.08	2373.62	2421.09	2469.51	2518.91	2569.28	2620.67	2673.08	2726.54
Drama/Fall Production	1858	55.74	1913.74	1952.01	1991.06	2030.88	2071.49	2112.92	2155.18	2198.29	2242.25	2287.10
MS Drama	1112	33.36	1145.36	1168.27	1191.63	1215.47	1239.77	1264.57	1289.86	1315.66	1341.97	1368.81
Middle School Head Coach	1696	50.88	1746.88	1781.82	1817.45	1853.80	1890.88	1928.70	1967.27	2006.62	2046.75	2087.68
Assistant MS Coach	1222	36.66	1258.66	1283.83	1309.51	1335.70	1362.41	1389.66	1417.46	1445.80	1474.72	1504.22
Oral Interpretation	1198	35.94	1233.94	1258.62	1283.79	1309.47	1335.66	1362.37	1389.62	1417.41	1445.76	1474.67
One Act Play	1112	33.36	1145.36	1168.27	1191.63	1215.47	1239.77	1264.57	1289.86	1315.66	1341.97	1368.81
Yearbook	1200	36	1236	1260.72	1285.93	1311.65	1337.89	1364.64	1391.94	1419.78	1448.17	1477.13
Knowledge Bowl	948	28.44	976.44	995.97	1015.89	1036.21	1056.93	1078.07	1099.63	1121.62	1144.06	1166.94
Pep Band	958	28.74	986.74	1006.47	1026.60	1047.14	1068.08	1089.44	1111.23	1133.45	1156.12	1179.25
NHS Advisor	720	21.6	741.6	756.43	771.56	786.99	802.73	818.79	835.16	851.87	868.90	886.28
Junior Class Advisor	720	21.6	741.6	756.43	771.56	786.99	802.73	818.79	835.16	851.87	868.90	886.28
Junior Class Advisor	720	21.6	741.6	756.43	771.56	786.99	802.73	818.79	835.16	851.87	868.90	886.28
Middle School Student Council	250	7.5	257.5	262.65	267.90	273.26	278.73	284.30	289.99	295.79	301.70	307.74
High School Student Council	250	7.5	257.5	262.65	267.90	273.26	278.73	284.30	289.99	295.79	301.70	307.74
Head of Science Fair	250	7.5	257.5	262.65	267.90	273.26	278.73	284.30	289.99	295.79	301.70	307.74
Supervision of Non-Assigned Co-Curricular Activities	\$11.50 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.

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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 that his/her grievance be submitted to the Department of Labor. **Any teacher shall have the right at any time to present any grievance through this procedure or may do so without the intervention of the formal representative as allowed by SDCL 3-18-3.** 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.

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

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.

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Appendix C **Certified Teacher Contract**

Newell School District Teacher Contract

THIS CONTRACT, made this _____ by and between NEWELL SCHOOL DISTRICT 9-2, Butte County, South Dakota, termed SCHOOL DISTRICT, and, termed

WITNESSETH: For and in consideration of performance of provisions hereof, SCHOOL DISTRICT employs _____ as a teacher in school system of SCHOOL DISTRICT.

TEACHER hereby exhibits a South Dakota teacher's certificate No._____. And represents same to be a valid certificate to teach the courses and grades in the school(s) subject hereof. Said certificate or copy thereof shall be filed in administrative office of SCHOOL DISTRICT prior to making payment under this CONTRACT.

Term of TEACHER'S employment hereunder commences on the x/xx/xxxx, and ends on or about x/x/xxxx the inclusive, subject to school calendar and modifications of same as adopted by School Board of SCHOOL DISTRICT.

SCHOOL DISTRICT agrees to pay TEACHER for employed services the annual sum of \$xx,xxx to be divided into 24 semi-monthly payments of \$ xxxx.00. Any payments shall be minus such withholdings as provided by law and those mutually agreed upon by the parties.

TEACHER is hereby employed as a _____ and as consideration for salary stated in Paragraph 5, hereof, TEACHER agrees to perform duties as assigned according to this CONTRACT, state and federal laws, rules of the South Dakota Board of Education, and School Board rules, regulations and policies, including policies respecting pre-school and post-school term duties, all of which are incorporated by reference and made part hereof.

School Board retains authority to assign duties. Parties are not precluded hereby from making secondary agreement governing extracurricular duties as assigned by School Board and to be performed by TEACHER for additional compensation.

The TEACHER agrees that in the event he or she requests to be released from this CONTRACT after June 1st but before July 1st said TEACHER to pay said SCHOOL DISTRICT the sum of one thousand five hundred dollars (\$1,500.00) after July 1st, but before July 31st, said TEACHER to pay said SCHOOL DISTRICT the sum of two thousand five hundred dollars (\$2,500.00). If requested for release from this CONTRACT is made after August 1st, but before August 19th, said TEACHER to pay said SCHOOL DISTRICT the sum of three thousand five hundred dollars (\$3,500.00). If requested for release from this CONTRACT is made after August 19th, said TEACHER to pay said SCHOOL DISTRICT the sum of five thousand five hundred dollars (\$5,000.00). All applicants for release after June 15th will be accompanied by a check for the appropriate amount.

This CONTRACT is offered pursuant to SDCL 13-43, and shall become a binding contract when signed by President of School Board and Business Manager of SCHOOL DISTRICT and when accepted and signed in duplicate by TEACHER and returned by TEACHER to SCHOOL DISTRICT.

In Witness Whereof, SCHOOL DISTRICT hereby issues these presents, executed in duplicate by President of School Board and Business Manager, effective the date first above stated and TEACHER accepts, signed in duplicate, and returns on date herein stated. TEACHER acknowledges receipt of completed edition hereof.

TEACHER PRINT NAME

TEACHER SIGNATURE

DATE

BOARD CO-CHAIRMAN PRINT NAME

BOARD CO-CHAIRMAN SIGNATURE

DATE

SUPERINTENDENT PRINT NAME

SUPERINTENDENT SIGNATURE

DATE

Appendix D

Pay Schedule

<u>PAY PERIOD</u>	<u># WEEKS</u>	<u>PAY DATE</u>	<u>ACTUAL PAYDAY</u>
June 8 - June 21	2	1-Jul	1-Jul
June 22 - July 5	2	15-Jul	15-Jul
July 6 - 19	2	1-Aug	1-Aug
July 20 - Aug 9	3	15-Aug	15-Aug
Aug 10 - Aug 23	2	1-Sep	2-Sep
Aug 24 - Sept 6	2	15-Sep	15-Sep
Sept 7 - Sept 20	2	1-Oct	1-Oct
Sept 21 - Oct 4	2	15-Oct	15-Oct
Oct 5 - Oct 25	3	1-Nov	3-Nov
Oct 26 - Nov 8	2	15-Nov	17-Nov
Nov 9 - Nov 22	2	1-Dec	1-Dec
Nov 23 - Dec 6	2	15-Dec	15-Dec
Dec 7 - Dec 20	2	1/1/2026	2-Jan-26
Dec 21 - Jan 10	3	1/15/2026	15-Jan
Jan 11 - Jan 24	2	1-Feb	2-Feb
Jan 25 - Feb 7	2	15-Feb	16-Feb
Feb 8 - Feb 21	2	1-Mar	2-Mar
Feb 22 - Mar 7	2	15-Mar	16-Mar
Mar 8 - 21	2	1-Apr	1-Apr
Mar 22 - Apr 4	2	15-Apr	15-Apr
Apr 5 - 25	3	1-May	1-May
Apr 26 - May 9	2	15-May	15-May
May 10 - May 23	2	1-Jun	1-Jun
May 24 - June 6	2	15-Jun	15-Jun