2026-2027
NEGOTIATED AGREEMENT

WALL EDUCATION ASSOCIATION

AND

WALL BOARD OF EDUCATION

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ARTICLE I

NEGOTIATED AGREEMENT

1.1 A written record of all negotiated agreements between the Board and the Wall Education Association shall be kept. Said agreements shall be incorporated into a signed negotiated agreement at the end of negotiations.

1.2 Copies of the Agreement - It shall be the responsibility of the Board to prepare copies of the agreement and it shall be the responsibility of WEA to ensure the agreement is distributed to all teachers.

1.3 There will be negotiations meetings that are jointly scheduled by the negotiating teams. The goal will be to have a minimum of one meeting a month beginning in the spring of the contract year.

1.4 Negotiation session shall be open to other teachers, other board members, and advisors for both parties. These observers shall have no speaking rights during negotiations, but may be granted these rights by consent of both parties.

1.5 Both parties understand South Dakota codified law will be followed in matters of negotiation, impasse, mediation, and fact finding.

ARTICLE II

EMPLOYMENT PRACTICES

2.1 The normal school workday, exclusive of time required for extra-duty and extra-curricular assignments, shall be determined by the alternative calendar set by the board, which will include a one-half (1/2) hour duty free lunch period. The actual time assigned shall be made by the principal or appropriate supervisor, involve teacher input, and shall be adjusted to meet the needs of the district. For one or two teacher schools the one-half (1/2) hour duty free lunch period may be waived and the teacher(s) schedule reduced by one-half (1/2) hour each day.

a. On the day prior to Thanksgiving, Christmas, and Easter Vacations the workday for teachers will end at the same time the students class day ends.
b. On an election day, teachers may leave when the last regular class is dismissed.
c. Deviation from the above policy for occasional requests may be approved by the principals and/or the superintendent.

2.2 For secondary teachers one period per day is set aside for preparation for class work, evaluation of pupil progress, pupil consultation, and staff conferences or its equivalent. These planning periods are to be conducted in the school building unless permission of the principal is obtained to do otherwise.

2.3 a. The salary contracted shall be paid in twelve (12) equal installments.
b. Each installment shall be made on the 20th of each month beginning in September, unless the 20th falls on a non school day. In such event, payment shall be on the last school day preceding.
c. At the written request of the teacher and the approval from the administration, the salary for the teacher's last contracted year may be paid in nine (9) equal installments. Requests need to be made prior to the issuance of contracts.
   - Pursuant to IRS rules, employees cannot change the manner of payment until the next school year.
d. The contract for the 2026-2027 school year includes 155 contract days, which includes 144 student contact days, 9 in-service days, and 2 parent-teacher conference days. The amount of contract days will be updated every year to match the official school calendar.
e. Two optional workdays are available to be worked and must be approved by the superintendent:
   - One (1) workday prior to the start of the August in-service.
   - One (1) workday designated as flexible as a "teacher choice day" to be used at the teacher's discretion.
   - Workday will be paid by voucher at a rate of $200 per day.

2.4 Extended Duty

a. If approved prior to work completed, teachers may be compensated at the rate of thirty dollars ($30) per hour or one hundred fifty dollars ($150) per day whichever is least.

b. Teachers may be assigned substitute duties for another class during their preparation period in the event a substitute cannot be hired. A voucher will be provided by the administrator when assigning the duty, and the teacher will be compensated at the rate of $30 per hour.

c. The K through 5th grade level teachers will serve as the K through 5th grade class advisors and will received $100 of extended duty pay each year.

2.5 Extra-duty activity pay will be paid in two installments. One installment to be paid in the pay period closest to the mid-point of the activity and the other installment to be paid in the pay period closest to the end of the activity pending upon completion of all obligations for that activity.

2.6 Evaluation Files -- Each employee shall have the right, upon request, to review the contents of said employee's evaluation file and to place therein written reactions to any of its contents. The employee shall have the right to make copies of any item in the file at the employee's expense and to be accompanied by a representative of the association during the review of their file. Evaluations will be copied with one copy given to the employee, and one copy filed in the employee's personnel file in the locked vault.

2.7 Failure to complete contract -- Teachers failing to complete the full term of their contract shall be eligible for compensation, benefits, and leaves at the same percentage of full benefit as the percentage of full term they completed. Dock day leave will be taken at a deduction based on the employee's total salary and benefit cost, prorated according to the number of contract days in the negotiated agreement.

2.8 a. In-service:

1. 32 hours (or 4 days) will be scheduled as in-service days during the school year.

2. Teachers shall attend in-service training sessions in the same proportion, as their contract is proportional to a full time contract.

b. Planning:

1. School administrators, with staff input, will be responsible for planning activities to accomplish the 32 hours (or 4 days) of staff development and may require Board input and approval.

2. Any activities planned for a non-school day will require at least four weeks of prior notice to participants.

3. Teachers absent from staff development days will have documentation included in the teacher file. Dock day leave will be taken at a deduction based on the employee's total salary and benefit cost, prorated according to the number of contract days in the negotiated agreement. Local staff development days will take preference over professional leave for scheduling purposes. The Superintendent

has the ability to allow teachers an opportunity to make-up the in-service day. The teacher would request an excused absence in writing prior to the missed in-service day.

2.10 CONTRACT JUMPING - if a teacher breaks or "jumps' a contract the teacher will pay the Board of education liquidated damages based on the following schedule: $1,500.00 if resignation is requested after June 1st; $2,000.00 after July lst; $2,500.00 after July 15th. These penalties will be placed on the teacher's contract. The teacher will pay the Board by personal check or withhold the amount from the teacher's last paycheck. Upon payment of the liquidated damages, the Board would release the teacher from their contract. The Board still reserves the right to request the State Secretary of Education to suspend the teacher's certificate for one year.

2.11 Background Checks – Contracts for any individual hired by the district will not be valid until they certify, through a background check, they have not been convicted of a crime involving moral turpitude, traffic in narcotics, a crime of violence, or a sex offense.

2.12 Evaluations

A. The purpose of evaluation is to improve the quality of the educational program by assisting staff to become more effective in working with students.

1. A probationary employee is one who is in their first, second or third year of employment at Wall. Continuing contract employees are those who have completed three consecutive years of service in the Wall School District and offered a fourth contract.

2. Probationary employees will be evaluated each semester, the first year of their service in the Wall School District. The first evaluation is to be completed by the end of the first semester and the second by April 15th. Evaluators will complete a minimum of two classroom observations prior to each evaluation.

3. Continuing Contract employees will be evaluated annually by April 15th. Evaluators will complete a minimum of two classroom observations prior to each evaluation.

B. When the written evaluation has been completed by the principal or supervisor, a conference will be held with the employee to discuss the evaluation. Evaluations will be signed by both the supervisor and the employee, and a copy given to the employee. Signing of the evaluation by the employee does not imply agreement, but merely indicates that the evaluation was discussed.

C. All employees will be notified prior to April 15th of intent to renew or non-renew their contract in accordance with SDCL 13-43-6.3 and/or 13-43-6.4. Second Semester evaluations will be conducted and completed by April 15th and will include a reference in one of the following categories: Recommended; Recommended with qualifications; or Not Recommended.

ARTICLE III

SALARY AND PROFESSIONAL GROWTH

3.1 The district will attempt to hire new employees utilizing the hiring guide, however the District reserves the right to hire new full-time certified employees above the hiring guide to secure the best qualified candidate, if the market so demands. In the event that the decision is made to offer a contract that is above the current hiring guide, the WEA President will be made aware of the offer and the rational.

- If the incoming teacher is not certified in the assignment area, the incoming teacher must complete five (5) hours of college credit each year working toward full certification.
- Credit earned must be academic related and not extra-curricular.
- The incoming teacher may be assigned a mentor teacher by the superintendent. The mentor may receive a stipend up to $500 per year.

3.2 In order for a teacher to move to the next lane on the hiring guide, they must earn the appropriate number of credit hours. Credit hours shall be defined as semester hours. Such credits shall be graduate credit unless approval, in advance, is granted by the Superintendent.

Proof of salary claims based on training and experience rests entirely with the teacher. Transcripts or other proof of credit earned shall be received by the Superintendent on or before the second Monday in September of each year in order to qualify for advancement under the current teaching contract.

3.3 Wall teaching staff placement on the hiring guide does not include automatic salary advancement from one school term to the next for any teaching staff member receiving a contract covering a school term extending beyond the term of this agreement. Teaching staff salary placement will be determined by the negotiated agreement covering the school term(s) covered by the contract. Individual teachers are subject to a freeze in salary, provided their final (annual) evaluation contains the supervisor's statement, "Recommended for continued employment with qualifications."

When issuing contracts to teachers for the ensuing year, but prior to reaching agreement with the WEA, the District shall issue contracts under the same terms and conditions as for the current year. Salary amounts may be changed (consistent with current agreement language) on teacher contracts as a result of changed assignments. An addendum will be issued to each teacher's contract, at the completion of negotiations, covering any change as a result of completed negotiations.

3.5 All teachers employed by the Wall School District for the first time shall be granted credit on the hiring guide for all years of experience up to and including nine (9) years, which is start on step ten (10) for approved teaching experience outside of the Wall School District. All teachers re-employed by the Wall School District will receive credit for all years of teaching experience within the Wall School District in addition up to nine (9) years of teaching experience outside the Wall School District.

3.6 The District will reimburse teachers for completed graduate credit or certification in a new discipline at the rate the course costs up to a maximum of $300.00 per fiscal year. The following guidelines apply:

1. The class for which credit is received must meet requirements for advancement on the salary schedule.
2. The class for which credit is received must meet requirements for teacher certificate renewal.
3. Documentation of successful completion of the class for which credit is received must be presented to the Superintendent within 6 months of the completion of the credit.
4. Teacher must be under contract and on job with the District prior to registration for the class.
5. Teacher must be under contract with the District when applying for reimbursement.
6. The employee will commit to teaching in the Wall School District for one year after receiving tuition help or they will pay back the money received.

3.8 Due to the state funding formula and the accountability set forth by the state in order to assure school districts are paying the required money to teachers, the Wall School District may pay teachers additional salary to adhere to the accountability set forth in the funding formula to stay in compliance with the funding formula. This money will be paid to the teachers without having to reopen negotiations. This may be done in order to stay in compliance with the accountabilities set forth by the state, in the funding formula.

ARTICLE IV
EXTRA DUTY SCHEDULE

4.1 Extra duty pay is determined by multiplying a percentage times a step on the extra duty salary schedule (see attached schedule). The step is determined by the number of years of contractual experience in the specific extra duty assignment in or outside of the Wall School District. The salary will be based on 1.0.F.T.E. NOTE: Specific extra duty assignment is defined as all experience relation to all levels of experience within a given activity. For example: Years of experience would be allowed for each year of experience within the activity (basketball) regardless of whether the experience was at the junior high level with boys or junior varsity level with girls.

The following list indicates the percentage to be used with each extra duty assignment. All of the extra duty assignments may or may not be needed during any given school term. When an attempt to fill a position is unsuccessful and the coach or director involved assumes the unfilled position then the WEA and the Administration shall determine any additional pay for that person.

EXTRA DUTY	PERCENTAGE
1. Head Football	10
2. Head Girls Basketball	10
3. Head Wrestling	10
4. Head Boys Basketball	10
5. Head Track	10
6. Head Volleyball	10
7. Head Cross Country	10
8. Head Golf Coach	10
9. Head MS Boys Basketball	8
10.Head MS Girls Basketball	8
11. Head MS Football	8
12. Head MS Wrestling	8
13. Head MS Volleyball	8
14. Assistant Football (1 or 2)	8.5
15. Assistant Girls Basketball	8.5
16. Assistant Wrestling	8.5
17. Assistant Boys Basketball	8.5
18. Assistant Track (1 - 3)	8.5
19. Assistant Volleyball	8.5
20. Assistant Golf Coach	8.5
21. Assistant Cross Country	8.5
22. Assistant MS Boys Basketball	6
23. Assistant MS Girls Basketball	6
24. Assistant MS Football	6
25. Assistant MS Volleyball	6
26. Student Council	6
27. Senior Class Advisor	1.5
28. Junior Class Advisors (2)	3
29. Sophomore Class Advisor	0.5
30. Freshman Class Advisor	0.5
31. 8th Grade Advisor	0.5
32. 7th Grade Advisor	0.5
33. 6th Grade Advisor	0.5
34. Drama Director	8
35. Assistant Drama Director	3.5

Extra Duty Schedule

Step	Pay
1	$45,000
2	$45,500
3	$46,000
4	$46,500
5	$47,000
6	$47,500
7	$48,000
8	$48,500
9	$49,000
10	$49,500

36. Yearbook	3
37. Music Director	6
38. FCCLA	4
39. FFA Advisor	10
40. National Honor Society	1
41. Activity/Athletic Director	17
42. Oral Interp	3
43. Concessions Director	6
44. Visual Arts Advisor	3

The listing of a position does not indicate it will necessarily be filled.

4.2 The Activity Director will not be assigned more than five teaching periods and one planning period during a seven period school day. The remaining time will be available for completing the responsibilities of the Activities Director. The District will pay the dues of the Activities Director to the South Dakota High School Activities Directors Association.

4.4 The Counselor will be compensated for twenty (20) extended contract days at the rate of his/her current salary / divided by 1300 hours to establish the teacher's hourly rate of pay. Each extended day is equal to eight hours. Contract current salary does not include extra duty pay.

4.5 Staff members assigned to extended contract days will have their extended contract salary included as part of their regular monthly salary. The principal will require documentation of the days worked.

4.6 The CTE Director will be compensated for twenty (20) extended contract days at the rate of his/her current salary / divided by 1300 hours to establish the teacher's hourly rate of pay. Each extended day is equal to eight hours. Contract current salary does not include extra duty pay.

ARTICLE V

LEAVES

5.1 Each employee shall be entitled to nine (9) sick leave days per school term without loss of pay. Sick leave shall be interpreted to mean personal illness, medical appointments, or illness or medical appointments of family members or deaths.

5.2 Sick leave may accumulate to a maximum of sixty (60) days.

5.3 A voluntary sick leave bank is provided for all full time teachers who have designated three (3) sick leave days to the sick leave bank. Any full time teacher may designate one of their entitled 9 days sick leave to the bank annually. Part time teachers who teach 1/2 time or more for a full school year shall be allowed to donate 1/2 day to the bank. Such designation must take place before the teacher's first regular pay check for the contract year.

Beginning with the 2018-2019 school year, contributions to the sick leave bank will be suspended for teachers who have designated three (3) consecutive sick leave days since the 2015-2016 school year. Once a teacher has met this requirement, their contributions will also be suspended, and they will be eligible for the sick leave bank benefit. When the sick leave bank drops below the minimum total of three-hundred (300) days, teachers may then designate one sick leave day to become eligible for its benefit.

Sick leave bank use is restricted to the long-term medical condition of the employee or their spouse, children, or parents. Sick bank days may not be used for appointments to physicians and dentists.

In order to withdraw days from the bank the employee must have:

a. Used all accumulated leave.
b. The medical condition shall have existed for at least two (2) consecutive unpaid days after all leave is exhausted. Does not apply to an ongoing illness or injury. Teachers can take leave in quarter increments.
c. A physician's verification of medical condition.

A committee made up of the superintendent, principal involved, and one teacher selected by the WEA will determine if the above criteria are satisfied. If the criteria are satisfied then sick bank days will be granted provided the medical condition is not the result of an elective medical procedure as described herein.

Employees opting to have (an) elective procedure(s) performed will not be allowed days from the sick leave bank for said procedure(s). The employee must provide documentation that the medical condition required immediate medical

attention that could not be reasonably postponed so as not to cause the employee to be absent from work. The committee will investigate all requests that may be brought because of medical procedures of an elective nature, asking for additional medical opinions, if necessary. The committee's decision is final and cannot be appealed.

This committee may grant up to 45 days from the bank. Application for sick bank days shall be made to the Superintendent. The committee may elect to override the 45 day maximum in certain deemed extreme circumstances.

Accumulation in sick bank is unlimited from year to year. Unused days shall be carried over into the next and succeeding years.

Teachers who are less than 1/2 time and fulfill the above requirements may request that the committee ask for voluntary contribution of sick leave days from teachers. Such sick leave will not exceed 22-½ days.

5.4 When accumulated sick leave days, voluntary sick leave bank days, and FMLA leave for an employee are exhausted, the employee may be placed on an unpaid leave of absence at the discretion of administration. If the employee does not qualify for an ADA leave of absence nor has any available FMLA leave remaining, the employee will be terminated from the District's group health insurance plan and offered COBRA health insurance coverage.

5.5 The Superintendent or his designee may require a physician's statement certifying the inability of the employee to perform their job function if any employee has an extended absence and is requesting sick leave for the absence. The Superintendent or his designee may require a physician's statement in any case where there is suspected abuse of any sick leave policy.

The Board may require a second medical opinion. If the Board requests a second medical opinion the Board or it's agent and the employee whose medical condition is in question shall agree on the doctor. The Board may grant or deny sick leave on the basis of the recommendations resulting from the second opinion. The fees charged to get the second opinion will be paid by the School District.

5.6 Each certified employee will be granted three (3) personal leave days per year. Personal leave is defined as leave used by the certified employee to attend to personal matters, which ordinarily could not be carried out at any time other than during school time. There shall be two (2) business days notice given to the administration before personal leave may be granted, with the exception of extreme emergency (determined by the supervisor). Use of personal leave is highly discouraged after May 1st. Request for personal leave after May 1st will be determined on a case by case basis by administration. If an employee has unused personal leave as of the last day of the school year, the unused personal days will roll over into the following year, with a maximum balance of 6 personal

days Any days remaining above the maximum 6 personal days will be converted sick days and can be used in subsequent years.

5.7 Only leave without pay may be granted immediately prior to or immediately following a vacation (including the first day and last day of the school term), except for unforeseen medical leave and extreme emergency (determined by the supervisor).

Employees covered by this agreement are entitled to up to five (5) "leave without pay" or "dock days" of additional leave in excess of the leave provided herein, so long as their leave is otherwise qualifying under another leave provision of this agreement, and they have complied with all of the requirements of that provision for taking the leave. Dock day leave will be taken at a deduction based on the employee's total salary and benefit cost, prorated according to the number of contract days in the negotiated agreement. This provision shall not apply and the employee is not allowed to take dock day leave if the employee is eligible for any other type of leave, including but not limited to leaves such as those provided in this agreement, the FMLA, and/or ADA. Employees who exceed the number of allowable dock days may be subject to adverse employment action.

5.8 Professional leave is available as provided in the School District Handbook of Policies.

5.10 The Superintendent may grant leaves of absence not previously covered in this agreement. Dock day leave will be taken at a deduction based on the employee's total salary and benefit cost, prorated according to the number of contract days in the negotiated agreement.

5.11 Part time teachers are eligible for leaves at the same percentage of full time they are employed.

ARTICLE VI

BENEFITS

6.1 Insurance

a. The district shall provide a group insurance plan. The benefits are as set forth in the Master Plan document on file in the Business Office. The district shall pay toward the premium for all full-time teachers hired prior to the 2012-13 school year who are covered by the family insurance plan the sum of $1,053.00, and $850.00 of the premium for those electing to participate in the single insurance plan. A teacher hired for less than a full yearly contract, their number of monthly premiums paid will be prorated according to the length of their contract. Teachers less than full time, but at or more than half time shall be eligible for premiums paid by the district the same as a full-time teacher. Teachers with less than half-time employment do not receive any benefits. Any new teachers to the district hired for the 2012-2013 school term and thereafter will receive $850.00 toward the single premium. Those new employees electing family coverage may apply the amount of the single premium toward the premium of the family policy.
b. A teacher that chooses Plan B or C single coverage will receive 50% of the monthly savings ($850 health insurance contribution minus Plan B or C's single coverage premium cost), with a maximum of $70 a month, into a Health Savings Account (HSA).

6.15 Dental

The District will pay 100% of the monthly premium for full-time teachers wishing to participate in the district's single dental plan. Teachers less than full time, but at or more than half time shall be eligible for premiums paid by the district the same as full-time teachers. The district shall provide a plan for family dental insurance coverage. Those employees electing family coverage may apply the amount of the single premium toward the premium of the family policy.

6.16 Vision

The district will pay 100% of the monthly premium for full-time teachers wishing to participate in the district's single vision plan. Teachers less than full time, but at or more than half time shall be eligible for premiums paid by the district the same as full-time teachers. The district shall provide a plan for family vision insurance coverage. Those employees electing family coverage may apply the amount of the single premium toward the premium of the family policy.

6.2 Per diem and Mileage Compensation:

Allowances for authorized trips will be at State rates for mileage, lodging, and meals. However, the board will reimburse employees for lodging over the state rate when it is in the best interest of the district.

Use of a personal vehicle for school business must be authorized by the teacher's immediate supervisor or the superintendent. In order to receive mileage, such trips must exceed 1 mile one-way and a voucher must be submitted during the month the trip was taken. If a school vehicle is available and the staff member request the use of their private vehicle, the rate will be paid at .23 cents a mile upon approval of the Superintendent.

6.25 If a teacher is required to travel three or more days on district business during a single billing period, the teacher may request to have 75% of the costs of mileage, meals, and lodging paid in advance. The Trust & Agency Account will be used for this purpose and the advance payment will require the approval of the Superintendent.

6.4 Sick Leave Compensation

Any teacher who has been employed by the Wall School District 51-5 for a minimum of ten (10) years will be paid for any sick leave days that have been accumulated above the maximum (Section 5.2).

Reimbursement will be determined by the following formula:

Surplus accrued days times the daily wage of a certified district substitute. Payment will be made at the June pay period of the contract year in which the surplus accrued.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Definitions:

a. A grievance is a complaint by a person or group of persons employed by the Wall School District #51-5, made either individually or by the association, that there has been a violation, misinterpretation, or inequitable application of any existing agreement, contract, policy, rule or regulation of the School Board as they apply to conditions of employment. Negotiations for, or a disagreement over a nonexistent agreement, contract, policy, rule or regulation is not a "grievance".
b. An "Aggrieved Person" is the person or group of persons making the complaint.
c. "Board" means the School Board of the School District.

d. "Days" shall mean business days unless otherwise specified.
e. The non-renewal of the teaching contract of a teacher in the first, second, or third full term of employment is not grievable as per SDCL 13-43 6.3.
f. A grievance shall not apply to any matter as to which the method of review has been prescribed by law.
g. A grievance shall not apply to any matter to which the Board is without jurisdiction or having the authority to act.

7.2 Purpose:

a. The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between employees and the District and to facilitate this purpose these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
b. Nothing herein contained shall be construed as limiting the rights of the employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having a grievance adjusted without the intervention of the employee association provided the adjustment is not inconsistent with the terms of any settlement with the employee association then in effect. The employee or the administrator involved in the grievance may be represented by a representative at such an informal discussion only by the mutual consent of the employee and the appropriate member of the administration.

7.3 Procedure:

a. It is important that grievances be processed as rapidly, as possible. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.
b. If appropriate action is not taken by the employee within the time limit specified, the grievance would be deemed settled on the basis of the disposition at the preceding level. The time limit specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in the Article.
c. If an employee does not file a grievance in writing with the principal or other supervisor within thirty (30) calendar days after the employee knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered as having been waived.
d. A supply of grievance forms shall be on file with the building principal, immediate supervisor, or the association.

7.4 Informal Procedures:

a. If an employee feels he/she has a grievance, he/she shall first discuss the matter with their supervisor, principal, or other administrator to whom he is directly responsible in an effort to resolve the problem.
b. If, after such discussion with the supervisor, principal, or other administrator, the employee is not satisfied with the disposition of the matter, the employee shall have the right to present the matter to and discuss it with the Superintendent.

7.5 Formal Procedures:

Level One: School Principal, Immediate Supervisor or Other Administrator.

a. If an aggrieved person is not satisfied with the disposition of his problem through informal procedures, he shall submit his claim in writing.
b. Three (3) copies of this written grievance shall be prepared by the employee and he shall send one copy each to the following: The supervisor, (principal or other administrator), Superintendent of Schools, and the School Board President.
c. An employee who is not directly responsible to a building principal may submit his formal written grievance claim to the administrator or supervisor to whom he is directly responsible and such administrator shall carry out the aforementioned responsibilities the same as a principal. Within ten (10) business days of the Business Manager's receipt of the grievance, the Board (or its designated agent) shall hear the grievance in open or executive session in accordance with the law. The Board shall notify the grievant of its decision within five (5) days of hearing the grievance. Any formal action will be made by Board motion in open session.

Level Two: Superintendent of Schools.

a. If an aggrieved person is not satisfied with the decision concerning his alleged grievance at Level One, or if no written decision has been rendered within ten business days, he may, within ten (10) working days after the decision is rendered or within twenty (20) working days after his formal presentation, file his alleged grievance with the Superintendent of Schools.
b. The Superintendent of Schools or his designee within ten (10) working days from the receipt of the written grievance shall meet with the aggrieved person for the purpose of resolving the grievance. The principal or appropriate administrator who is involved at Level One shall be notified and shall have the option of attending the meeting. Arguments and documentation of all parties shall be made in writing at the Level Two hearing and copies thereof shall be given to the Superintendent and the aggrieved. The Superintendent shall, within ten (10) business days after this meeting, render his decision in writing to the aggrieved person, the supervisor and the principal or other administrator.

Level Three: Board of Education

a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within ten (10) working days, he shall within ten (10) business days thereafter transmit it by letter to the Business Manager with a statement of reason why it is being appealed.
b. Within ten (10) business days of the Business Manager's receipt of the grievance, the Board (or its designated agent shall hold a hearing to consider the grievance). The Board shall make a final decision thereon at the following regular or special Board meeting.

Level Four: Department of Labor

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no written decision has been rendered within the time period set forth in the preceding paragraph, he or she may, within thirty (30) business days after receipt of the written decision of the board, or after receipt of the written decision of the Board, or within thirty (30) working days of the date when the decision is due, whichever is earlier, appeal to the department of Labor, pursuant to SDCL 3-18-15.2. The inclusion of this paragraph in this Grievance Procedure shall not constitute a waiver by either party of its right to dispute the authority of the Department of Labor to hear the appeal or render any particular decision.

Level Five: All other rights permitted by law.

7.6 Miscellaneous:

a. If, in the course of investigation of any grievance by representatives of the complainant, such investigation requires their presence in a school building; they shall report immediately to the principal of such building being visited and state their purpose for visiting.
b. Interruption of regularly assigned classes or activities shall be avoided and students shall not be included in any phase of the grievance procedure except with mutual consent of both parties.
c. Any party or parties in interest shall appear and may be represented at formal Levels I and II of the grievance procedure by two representatives. When the representatives are not members of the employee association, the employee association shall have the right to have one spokesperson present and to have that spokesperson state its views at the formal Levels I and II of the grievance procedure except when the aggrieved person specifically requests the exclusion of all but the parties in interest and their respective representatives. At Level III a maximum of three (3) representatives, one of who will be the spokesperson, may represent the aggrieved person or persons involved in a grievance.

d. If, in the judgment of the employee association, a grievance affects a group or class of employees, the association may submit such grievance in writing to the Superintendent directly and the procession of such a grievance shall be commenced at Level II. The employee association shall designate not more than two spokespersons for the association in processing such a grievance through the remaining levels of the grievance procedure. Provided, however, that the employee association shall not be permitted to file or process a grievance with respect to an incident or occurrence on which an employee or group has already initiated a grievance.

e. Meeting and at the presentation of the grievance to the school board. under this procedure shall not be conducted in public and shall include such parties and only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure. The vote on the Board's decision on Level III grievance shall be made in open session.

f. When it is necessary for a party or parties in interest to attend a Board meeting or at the presentation of the grievance to the school board called during the working day, the Superintendent shall so notify the party or parties in interest, principals or immediate supervisor, and the party or parties in interest shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

g. At all presentations of the grievance to the school board conducted under this procedure the aggrieved person and the administrative representative may call witnesses and present evidence that is relevant to the matter being considered. The Board may request that other witnesses be called for questioning by the parties.

ARTICLE VIII

STAFF REDUCTION POLICY

Whenever in the judgment of the Board it is advisable to reduce teaching staff in the district, the following procedure will be used.

8.1 The Board will use reasonable efforts to communicate the situation confronting the district to the staff as to allow the staff reasonable opportunity to present possible alternatives such as early retirement, normal attrition, part-time contract, contract for substitute teaching, and/or other alternatives which would accomplish the same goals.

8.2 No professional staff member protected by statutory continuing contract provision will be non-reemployed while qualified and certificated for a position held by a person temporarily or not fully certificated by the State Board of Education.

8.3 When fully certificated teachers with continuing contract status are to be laid off, the following criteria shall be used in determining which professional staff will be affected by the staff reductions: seniority, qualifications, evaluation records, priority of programs, and federal and state affirmative action requirements, as well as other relevant considerations.

8.4 The Board will notify the WEA of a possible reduction-in-force and may consider the association's recommendations if they are received within 14 days of the issuance of the notice.

8.5 The Board shall provide written notice to each teacher whose contract is not renewed due to a reduction-in-force by April 15th.

8.6 The Board recognizes the right of the Wall Education Association to make recommendations to the Board as to whether reduction in force should take place and how it is to be implemented.

8.7 The Board shall not be bound by recommendations from the Wall Education Association.

8.8 Recall - If the Board increases the number of teachers, reinstates a position or has any other vacancy within 1 year after serving notices of layoff to a teacher(s), the offer of reemployment shall be extended to teachers in those areas for which the teacher is certified and qualified. Said teacher(s) must respond in the affirmative to the Superintendent within 15 days of the receipt of the notice or recall or relinquish their recall rights. It will be the responsibility of the teacher to inform the Superintendent's office of changes in address or certification.

ARTICLE IX

VOLUNTARY SEPARATION INCENTIVE

9.0 Any new employee hired after July 1, 2010 or new employee for 2010-2011 school year and thereafter will not be eligible for this benefit.

9.1 Voluntary Separation Incentive

Full time teachers covered by this agreement, upon written application and approval by the Board of Education, may participate in a voluntary separation program.

9.2 Eligibility and Conditions

a. A full time teacher covered by this agreement, for the purposes of this program, is an employee working a minimum of twenty hours (20) per week and six (6) months per year.
b. Eligible employees must be at least fifty-five (55) years of age on or before September 1 of the intended school year of separation.
c. The employee must have had twenty (20) consecutive years of full time service with the district to be eligible under the voluntary separation incentive program.
d. Leaves of absence granted by the school board will not count as a consecutive year of service nor will it break the continuity of service (Leaves will act as if not having happened.... they neither count for years of service nor break continuity).
e. The employee will not be eligible unless they have been a full-time employee during the year the voluntary separation incentive is elected.
f. Applications must be submitted in writing by March 1 of the elected year of separation. School board acceptance of an employee's application for the voluntary separation program will be considered a voluntary resignation and termination of all the employee's continuing contract and employee rights and privileges.
g. It is not the intention of the district to prohibit the separating employee's rights for future employment with any other agency or organization or to limit or restrain their choice of future avocation.
h. The separation benefits set forth by this program can be received only one time by eligible employees.

9.3 Payment Formula

a. The voluntary separation incentive benefit is calculated by multiplying twenty-five thousandths (.025) times the mean of the last three annual salaries multiplied by the number of full time years of service in the district to a maximum of twenty (20) years.
b. In no event shall the incentive payment exceed the last annual salary of the employee. The board may negotiate with the individual on a final payment.

This payment would not be less than the payment formula in Sec. 9.3a (Payment Formula).

9.4 Payment Schedule

The voluntary separation incentive benefit will be paid in one installment to the SDRS Special Pay Plan on or about July 20th of the employee's voluntary separation.

9.5 Accrued Sick Leave

Eligibility and Conditions

a. The employee must have a minimum of twenty (20) years employment in the district.
b. The employee must be leaving the employment of the district on a voluntary basis or because of a staff reduction.
c. Accrued sick leave must be a minimum of sixty (60) days. The first accrued sick leave day eligible for severance benefit is the sixty-first (61) day.

9.6 Payment Formula

a. The accrued sick leave benefit is computed by the daily wage of a certified district substitute divided by two and multiplied by the positive difference between total accrued leave days and sixty (60).
b. When leave payments are less than $600, the payment will be made to the employee on or about June 20th.
c. When the accrued sick leave benefit is more than $600, the benefit will be paid in one installment to the SDRS Special Pay Plan on or about June 20th.

ARTICLE X

SEVERANCE BENEFITS

10.1 Severance Benefits

Full time teachers covered by this agreement are entitled to a severance benefit when approved by school board action.

10.2 Accrued Sick Leave
Eligibility and Conditions

a. Any teacher leaving the District for any reason will be paid $30.00 per day up to 60 days for unused sick leave to be paid in the June pay period.
b. Any retiring teacher receiving an accrued sick leave benefit that is $600 or more, the benefit will paid in one installment to the SDRS Special Pay Plan on or about June 20th.

10.3 Activity Pass

The employee will be given a lifetime pass to regular activity events held at the Wall High School. The pass can be revoked by specific action of the board of education. The pass will not be valid for special events such as playoffs sponsored by the South Dakota High School Activities Association.

Eligibility and Conditions

a. The employee must have a minimum of twenty (20) years employment in the district.
b. The employee must be at least fifty-five (55) years of age.
c. The employee must be leaving the employment of the district on a voluntary basis or because of a staff reduction.

10.4 Power House Key

The employee may register for a lifetime key to the Power House. This can be revoked by specific action of the board of education. Eligibility and Conditions:

a. The employee must have a minimum of (20) years employment in the district.
b. The employee must be at least fifty-five (55) years of age.
c. The employee must have retired from the Wall School District.
d. The employee must reside within the Wall School District.

ARTICLE XI

EFFECT OF AGREEMENT

11.1 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 mutual consent of the parties.

11.2 Individual Contracts - The terms and conditions of this Agreement shall be reflected in individual teacher's contracts.

11.3 Savings Clause - Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that 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.

11.4 Term of Agreement - The provision of this Agreement shall be effective as of the 1st day of July, 2026, and shall continue and remain in full force and effect as binding on the parties through the 30th day of June, 2027.

11.5 Recognition - Pursuant to the provisions of SDCL 3-18, the school board of School District #51-5, Wall, Pennington County, South Dakota, hereinafter referred to as the "Board", recognizes the Wall Education Association, hereinafter referred to as the "Association", as the sole and exclusive representative for all regularly employed classroom and special education teachers, counselors, and employed in the District. (revised 1986)

The Board agrees not to negotiate or to consult with any other employees' organization, individual employee, or group of employees with regard to negotiable items unless mutually agreed to by the parties.

Pursuant to SDCL 3-18-2 this recognition shall be continuous until questioned by the Board, labor or employee organization or employees. Any challenge to recognition must be processed pursuant to the provision of SDCL 3-18-5.

11.6 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the board, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this agreement and then only to the extent such limitations expressed herein are in conformance with the constitution and the provisions of the laws of the state and the constitution and laws of the United States.

2026-2027 HIRING GUIDE

	BA	B+12	B+24	M/BA+40	M+12/BA+52	M+30
LANE	**-**	**800**	**800**	**800**	**800**	**800**
STEP	**500**	**500**	**500**	**500**	**500**	**500**
1	46,500	47,300	48,100	48,900	49,700	50,500
2	47,000	47,800	48,600	49,400	50,200	51,000
3	47,500	48,300	49,100	49,900	50,700	51,500
4	48,000	48,800	49,600	50,400	51,200	52,000
5	48,500	49,300	50,100	50,900	51,700	52,500
6	49,000	49,800	50,600	51,400	52,200	53,000
7	49,500	50,300	51,100	51,900	52,700	53,500
8	50,000	50,800	51,600	52,400	53,200	54,000
9	50,500	51,300	52,100	52,900	53,700	54,500
10	51,000	51,800	52,600	53,400	54,200	55,000

This Agreement is signed this 13th day of April, 2026.

In witness thereof:

For the Wall Education Association

Rachel Kjerstad
President

Lorayna Paquselk
Secretary / VP

For the School Board School District #51-5

President

Business Manager