

**2024-2027
NEGOTIATED AGREEMENT**

BETWEEN

THE WEST CENTRAL EDUCATION ASSOCIATION

AND

THE WEST CENTRAL BOARD OF EDUCATION

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Professional Agreement

This professional agreement is entered into this 14th day of April, 2025, by and between the West Central Education Association, hereinafter called the "WCEA" and the School Board of West Central School District #49-7, hereinafter called the "Board".

Recognition

The Board hereby recognizes the WCEA as the exclusive bargaining representative, pursuant to SDCL 3-18-3 for classroom teachers, counselors, librarians, special education teachers and other teachers whose position requires South Dakota State Education certification. Such recognition shall be continuous from year to year unless otherwise challenged. The term "teacher" when used hereinafter shall refer to any employee represented by the WCEA in the bargaining unit as above defined. Classified and administrative personnel who hold South Dakota teaching certificates are not included in the bargaining unit.

Definitions

School term shall be defined as the first day for teachers to report for duty up to and including the last day for teachers, except for special teachers and coaches whose contracts require attendance both prior to the first day and after the last such work day. The contract will be 180 days which includes in-service/professional development days.

Contract Issuance

Upon receipt of a written contract for the ensuing school year each employee shall be given 10 days to sign and return his/her contract. If an employee is nonrenewed the superintendent or the school board shall give written notice of nonrenewal pursuant to state law.

Professional Compensation

- A. *Salary Increase* – Salary increase for 2025-2026- All professional certified staff will receive a 2.5% increase over their 2024-2025 salary.
- B. *Activity payment* – Compensation for activities will be based upon the following guides. Years of service refers to teaching experience. Payment for the activity shall be added to the base salary and pro-rated by the number of months in the contract. If an activity is not completed, payment will be deducted from the remaining contract payments on a pro-rated basis. If a position is split, the percentage of dollar amount is split accordingly to the percentage of duties completed. If a coach takes time off during the season, without resigning their coaching position, the coach will be guaranteed the coaching position when s/he returns from leave.

Activity Payment			
Salary Guide			
Years of Experience	Co-Curricular Base	Years of Experience	Co-Curricular Base
0	\$45,000	11	\$50,300
1	\$45,500	12	\$50,600
2	\$46,000	13	\$50,900
3	\$46,500	14	\$51,200
4	\$47,000	15	\$51,500
5	\$47,500	16	\$51,800
6	\$48,000	17	\$52,100
7	\$48,500	18	\$52,400
8	\$49,000	19	\$52,700
9	\$49,500	20	\$53,000
10	\$50,000		

Athletics	Head Varsity	Varsity Assistant	Middle School	Middle School Assistant
Football	.12	.08	.05	.04
Basketball	.12	.08	.05	.04
Volleyball	.12	.08	.05	.04
Wrestling	.12	.08	.05	.04
Gymnastics	.10	.06		
Track	.12	.08	.05	.04
Cross Country	.10	.06		
Soccer	.10	.06		
Golf	.10	.06		
Softball	.10	.06		
Cheer	.06			

Activities	High School	High School Assistant	Middle School	District-wide
Oral Interp	.06		.04	
Debate/Speech	.06			
Yearbook	.04			
Quiz Bowl	.04		.03	
HOSA	.05			
Play	.05		.04	
One Act Play	.05			
Musical	.05	.03		
Choir Activities	.06			
Band Activities	.12	.02	.04	
Color Guard	.05			
FCCLA	.08			
FFA	.08			
Prom Advisor	.03			
National Honor Society	.03			
Educator's Rising	.05			
Destination Imagination				.03
Student Council	Duty of school counselor			

Band Activities include but are not limited to the following: pep band, marching band, jazz band, drum line, concerts, contests, all-state band, and all-state orchestra.

Choir Activities include but are not limited to the following: concerts, contests, all-state chorus, honors choir, show choir, and swing choir.

Any additional activities' pay schedule will be set by the Administration and School Board.

C. *Payment of Salary* – Teachers shall receive their pay semi-monthly on the 10th and 25th of the month. If either of those days falls on a weekend payday will be the Friday before the weekend.

D. *Teachers new to West Central Schools* – Formula for bringing teachers into the West Central Schools:

1. New teachers entering the system with no prior teaching service will be brought into the system on step 0 of the hiring schedule.

Years of Experience	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	\$53,500	\$54,500	\$55,000	\$57,000	\$58,000	\$59,000	\$60,000
1	\$54,000	\$55,000	\$55,500	\$57,500	\$58,500	\$59,500	\$60,500
2	\$54,500	\$55,500	\$56,000	\$58,000	\$59,000	\$60,000	\$61,000
3	\$55,000	\$56,000	\$56,500	\$58,500	\$59,500	\$60,500	\$61,500
4	\$55,500	\$56,500	\$57,000	\$59,000	\$60,000	\$61,000	\$62,000
5	\$56,000	\$57,000	\$57,500	\$59,500	\$60,500	\$61,500	\$62,500
6	\$56,300	\$57,300	\$57,800	\$59,800	\$60,800	\$61,800	\$62,800
7	\$56,600	\$57,600	\$58,100	\$60,100	\$61,100	\$62,100	\$63,100
8	\$56,900	\$57,900	\$58,400	\$60,400	\$61,400	\$62,400	\$63,400
9	\$57,200	\$58,200	\$58,700	\$60,700	\$61,700	\$62,700	\$63,700
10	\$57,500	\$58,500	\$59,000	\$61,000	\$62,000	\$63,000	\$64,000
11	\$57,800	\$58,800	\$59,300	\$61,300	\$62,300	\$63,300	\$64,300
12	\$58,100	\$59,100	\$59,600	\$61,600	\$62,600	\$63,600	\$64,600
13	\$58,400	\$59,400	\$59,900	\$61,900	\$62,900	\$63,900	\$64,900
14	\$58,700	\$59,700	\$60,200	\$62,200	\$63,200	\$64,200	\$65,200
15	\$59,000	\$60,000	\$60,500	\$62,500	\$63,500	\$64,500	\$65,500
16	\$59,300	\$60,300	\$60,800	\$62,800	\$63,800	\$64,800	\$65,800
17	\$59,600	\$60,600	\$61,100	\$63,100	\$64,100	\$65,100	\$66,100
18	\$59,900	\$60,900	\$61,400	\$63,400	\$64,400	\$65,400	\$66,400
19	\$60,200	\$61,200	\$61,700	\$63,700	\$64,700	\$65,700	\$66,700
20	\$60,500	\$61,500	\$62,000	\$64,000	\$65,000	\$66,000	\$67,000

The salary of a newly hired teacher cannot exceed that which a present West Central teacher earns with comparable years of experience and the same degree according to the column on the hiring schedule. However, the board may deviate from the schedule if necessary to fill vacant positions with qualified candidates.

2. New teachers entering the system with prior teaching service (credit will be granted for over 100 days of service) will be given a year's credit for experience gained on the following basis:
 - i. Credit will be granted for each year of teaching experience up to a maximum of twenty years.
 - ii. A maximum of twenty years teaching experience will be granted for the B.A., B.A. + 15, B.A. + 30, M.A., M.A. + 15, M.A. + 30, and M.A. + 45 columns on the hiring schedule. Therefore, a teacher coming into the system with twenty or more years of teaching experience will be placed on the twentieth step of the appropriate column of the hiring schedule.
 - iii. This formula will be strictly followed in compensating all new teachers coming into West Central School District. However, the board may deviate from the schedule if necessary to fill vacant positions with qualified candidates.
- E. *Payment Installments* – Teachers will be paid in 20 or 24 equal installments. If there is an obligation against the check (such as, but not limited to, overuse of sick leave) the check will not be issued until satisfactory arrangements have been made with the Business Office.
- F. *Summer Classes* – Teachers agreeing to teach summer classes will be paid by the hour with the hourly rate calculated as follows: contract salary divided by contract days = daily rate divided by 8 hours = hourly rate.
- G. *Additional Class Load* – Compensation for additional class load shall be .15 times the salary for the teacher agreeing to teach a class instead of taking a planning period.
- H. *Insurance Benefits* – For eligible employees, the district will pay the following amounts towards the district sponsored health plan: \$600.00 per month toward a single policy or \$750.00 per month toward a family policy. There will be no monetary benefit for those who do not take the insurance. The School District will pay the cost of a term life insurance plan with benefits of \$20,000 for each employee that is eligible and chooses to participate. Insurance rates will be considered financial in nature and as such will be negotiated whenever the financial portion of the negotiated agreement is opened.
- I. *Other Rates* – Mentor teacher, \$500; residential alternative setting, \$1,000, extended learning time and subbing for another teacher during prep time \$18.00 per hour.
- J. *Extended Contracts* – Teachers will be paid in the following manner when their duties are extended beyond the normal contract period: contract salary / contract days = daily rate x number of days on extended contract = additional salary.

Professional Advancement and Certification

- A. *Advancement* – Each teacher as they qualify for advancement as described in items B-F will receive additional compensation as noted in item G of this section. In order to receive this compensation on the current contract, an application must be completed with the appropriate attachments and submitted to the superintendent prior to September 1st.

- B. *BA + 15* – All credits including undergraduate, graduate (including master’s degree program) and Department of Education renewal credits earned that are to be used to advance to the BA + 15 column must have the approval of the superintendent. Application forms are available in the superintendent's office.
- C. *BA + 30* – In order to advance to the BA + 30 lane the credits employees obtain must meet the following criteria: out of the 30 total credits – 20 must be graduate level coursework in the K-12 related education field. Out of the aforementioned 20 graduate level credits – 8 of the credits need to be in the employee’s curriculum area(s). The superintendent will have the authority to waive the number of hours in areas where there are limited course selections. Application forms are available in the superintendent’s office.
- D. *MA* – When a teacher has completed an approved master’s degree program by January 1 of the current school term, he/she shall receive one half year's compensation of the attained step with the M.A. column. Application forms are available in the superintendent’s office.
- E. *MA + 15, MA + 30, and MA + 45* – The credits earned for the MA + 15, MA + 30, and MA + 45 lanes must be graduate credits, in the field of education, and have the approval of the superintendent. Application forms are available in the superintendent’s office.
- F. *Certificate Renewal* – A teacher's contract shall be declared invalid if the teacher does not renew the teaching certificate by the beginning of the school term.
- G. *Lane Compensation* –
 - 1. Additional \$1,000 to the BA salary for a BA + 15
 - 2. Additional \$500 to the BA + 15 salary for a BA + 30
 - 3. Additional \$2,000 to the BA + 30 salary for a MA
 - 4. Additional \$1,000 to the MA salary for a MA + 15
 - 5. Additional \$1,000 to the MA + 15 salary for a MA + 30
 - 6. Additional \$1,000 to the MA + 30 salary for a MA + 45

Summer Staff Development and Curriculum Development Proposals (K-12)

- A. Summer proposals for staff development and/or curriculum development shall be made in writing to the appropriate district-wide committee for consideration. Approval for such proposals will be made by the administration with recommendations from the appropriate committee membership.
- B. The board of education will provide \$18.00 per hour to individuals whose proposals are approved. Sixty hours will be the maximum amount of time allotted for any one proposal. The goal is to improve curriculum and instruction; not to provide full time summer employment. Proposals to design such things as lesson plans for existing courses would be discouraged.
- C. The proposal should include the following items:
 - 1. statement of need
 - 2. how the need was identified
 - 3. summary of the activities that will take place

4. anticipated outcome
5. projected amount of time necessary to complete the project
6. detailed estimate of anticipated cost to the district
7. plan for evaluating the outcome

Professional Dues and Payroll Deductions

The Board agrees to deduct dues for membership in the WCEA from a teacher's salary as said teacher individually and voluntarily authorizes the board to deduct. Any teacher may authorize the deduction of such membership dues through the WCEA representative. WCEA must submit membership authorizations to the Business Office by September 1. Later authorizations to the Business Office will not be accepted.

Teaching Assignments

- A. *Duty Hours* - The teacher's duty hours shall be from 8:00 a.m. to 3:50 p.m.
1. On Fridays, days of emergency dismissal, or on days preceding holidays or vacations, the teacher's day shall end 10 minutes after the students are dismissed. If the high school schedule allows students to be dismissed before elementary students, then high school teachers will be dismissed at the same time as elementary teachers.
 2. Any teacher may make arrangements with his/her immediate supervisor to leave earlier than the time set. Approval is required prior to leaving.
 3. Payment of contract day is considered from 8:00 a.m. to 3:50 p.m. regardless of early dismissal on Fridays, emergency dismissal, or on days preceding holidays or vacations.
 4. A typical full-time teacher's workday consists of eight (8) hours. Teachers hold a salaried, exempt position which means there may be occasions (such as meetings and committees) in which work required is longer than the typical day which will not be compensated.
- B. *Planning Period* - There shall be a planning period every day for each teacher in grades PreK-12 to be scheduled with the building principal.
- C. *Assignments* - Discussions of assignment change will occur as soon as possible between the administrator and affected teacher(s) prior to the change. The administrator will make the final decision.
- D. *Shared Staff* - When staff members are shared between different buildings, they will be responsible for only one class of students at a time.
- E. *Lunch Period* - Each teacher shall have twenty-five minutes away from students to eat lunch. This time will not be taken from planning time.

Duties

Teachers will be required to attend all meetings scheduled by administration when attendance is required unless excused due to conflicting assignments. Teachers excused from a meeting will be held responsible for information discussed or released at said meeting.

Classroom Instructor Cameras

The classroom instructor has the authority to initiate camera and audio abilities and recordings, with the exception of an emergency circumstance in which administration must utilize the camera. Any camera recordings will not be used for evaluation purposes, and teachers have the right to review all of their classroom recordings.

Open Houses

Teachers who work more than one open house may use the extra open house as a duty toward the second personal day.

Information Required for Personnel Records

- A. A personnel folder for each teacher will be kept in the superintendent's office. New teachers will be responsible for seeing that the following information is given to the superintendent's office for inclusion in the folders:
 - 1. A completed application form
 - 2. Copy of teaching certificate from the Department of Education
 - 3. Original or copy of college transcripts
- B. Each teacher shall be made aware of and shall have access to official personnel files kept at the Superintendent's office which relate to the teacher. The teacher may have a free copy of any material in the file upon request. In addition, the Board agrees that no material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge having read such material by signing the copy to be filed. The signature merely signifies that the teacher has read the material to be filed. Such signature does not mean agreement with the content. If the teacher does not agree with statements in the file, the teacher may submit a demurral statement of objection. This statement, to be signed by the teacher, shall be attached to the appropriate file copy within ten working days.
- C. Payroll files for items such as insurance applications, South Dakota Retirement Applications, Annuities, I-9s, w-4s, and other types of payroll deductions are kept in the Business Office.

Vacancies and Promotions

Any vacancy or new position for an educationally certified position in the district will be posted internally before being posted externally. Any interested teacher shall complete the application process. This in no way shall limit the Board in its consideration of all qualified applicants.

Absences and Leave

A. Sick Leave

- 1. If a teacher is unable to be on the job due to personal illness or disability, illness of an immediate family member, or bereavement the teacher may take sick leave with full compensation.

2. "Immediate family members" is defined as: spouse, children, parents, siblings, grandparents, grandchildren, and other permanent members of the household.
3. The teacher shall notify the superintendent's designee by 6:00 a.m. if not working that morning.
4. The time allowed for sick leave shall be twelve (12) days per school term with maximum accumulation of sixty (60) days. At the start of the 2024-2025 school year, those teachers that had more than 100 days of sick leave at the end of 2023-2024 school year, shall be granted a maximum accumulation of 100 days for the remainder of their employment with the district. Furthermore, at the implementation of the maximum accumulation, 220 days will be added to the sick leave bank balance during this one-time occurrence.
5. One-half day is the minimum sick leave period.
6. Teachers who are less than full-time will have their sick leave prorated accordingly, including the maximum accumulation.
7. Sick leave will not be carried in from previous schools outside of the district in which the teacher has been employed.

B. Parental Leave

1. The teacher shall notify their immediate supervisor of the beginning date of parental leave as early as possible. The leave shall have an approximate beginning and ending date.
2. A teacher is entitled to thirty (30) days off for the birth of their child or placement of a child in their care by adoption or foster care. A teacher's acquired sick leave may be used during the thirty (30) days. The thirty (30) days begins the day the baby is born or when the mother is certified by her physician as unable to work, or when the child is placed for adoption or foster care. The thirty (30) days are only allowed for contract days. For the calculation of the thirty (30) days, Saturdays and Sundays will be excluded; all other days, including days school is not in session, will be counted toward the thirty (30) day limit.
3. A teacher eligible for FMLA may take additional personal or unpaid leave in accordance with the district's FMLA policy.
4. A teacher eligible for FMLA may take FMLA leave to care for or bond with a newborn child or newly placed adopted or foster child intermittently with the employer's approval and must conclude within 12 months after the birth or placement.

C. Personal Leave

1. Teachers with 0-15 years of service at West Central will be granted one (1) personal day and those with 16+ years of service at West Central will be granted two (2) personal days.
2. Teachers can earn up to three (3) additional personal days subject to the following conditions.
3. Staff members shall submit a request for leave on the appropriate school district's absence/travel leave request form. The request must be submitted to the building

- principal and superintendent for approval at least three (3) working days in advance of the anticipated absence. In cases of emergency, the staff member shall make application as far in advance of the anticipated absence as possible.
4. One-half day leave is the minimum personal leave period.
 5. Teachers who are less than full-time will have their personal leave prorated accordingly.
 6. Leave shall not be granted on non-instructional days. Personal leave may be granted for days before or after a no school day; however, no more than 15% of the teaching staff per site may be absent at any one time.
 7. Personal leave may not be granted on any day when in the opinion of the administration the educational process would be unnecessarily disrupted.
 8. A leave request under this policy need not state the reasons for which leave is sought.
 9. Staff may work extra-curricular duties to qualify for a one (1) or two (2) additional personal leave days as defined below.
 - i. To qualify for a one (1) extra day of personal leave the staff member must work at least 8 hours of extra-curricular activities at no salary. Those working over 8 hours may submit a voucher to the business office to receive standard activity pay for the hours worked above 8.
 - ii. To qualify for two (2) extra days of personal leave the staff member must work additional hours to achieve a total of 16 hours. Those working over 16 hours may submit a voucher to the business office to receive standard activity for the hours worked above 16.
 - iii. The district administration will determine eligible events.
 - iv. The staff member shall submit a request for participating in the additional personal leave program prior to the beginning of each school year. Assignments for working extra-curricular activities will be made by the business office or its designee. Staff members who coach or advise two (2) or more activities will be given priority for selecting assignments. Any trading of assignments must be pre-approved by the business office or its designee.
 - v. If the administration cannot identify working assignments for a staff member, the staff member will not be penalized and will retain their personal day.
 10. A teacher who does not use any sick leave for the entire year will be granted one (1) personal day the following year.
 11. Those teachers who elect not to use their personal leave days shall be compensated at the rate of certified short-term substitute pay for each unused day, with a maximum of two (2) days per year.
 12. Staff members may choose to carryover one (1) unused personal day into the following school year instead of being compensated for the day; however, in any one year no more than six (6) days will be allowed for personal leave.

D. *Jury Duty*

1. Any teacher called to serve on the jury on a contract day shall receive full compensation and transfer the per diem received for such jury service to the school district.
2. Since jury service is a citizen's responsibility, the Board shall not assume expense entailed with such service.
3. Notice of call of jury duty shall be given the principal upon receipt of Notice from the Court.

E. *Legislative Leave*

1. A teacher may take legislative leave under the conditions herein provided:
2. Teachers shall not receive their teaching salary during the period they serve in the legislative session or when being paid for other legislative duties.
3. One-half day is the minimum legislative leave period.

F. *Professional Leave*

Professional leave with full compensation may be granted for teachers to attend professional development opportunities that the administration deems important to the educational program.

G. *Association Leave*

A total of five days will be granted to the WCEA for association business such as local, state, and national conferences or other business pertinent to association affairs. This may be taken in increments of no less than 1/2 day. A written request for leave must be submitted from the WCEA President to the Superintendent. WCEA will notify the district at least seven (7) calendar days in advance of taking leave.

H. *Other Absences not specified above*

Absences for circumstances or responsibilities not specified above must be approved by the Superintendent of Schools. In these instances, pay will be deducted at the daily contract rate from the teacher's wages.

I. *Authority*

The superintendent shall have the authority to make decisions relating to the interpretation and application of the above rules.

Sick Leave Assistance Plan

- A. A teacher who has exhausted their personal leave and sick leave may apply to use sick leave available through the sick leave assistance plan.
- B. Upon hire, all teachers will become members of the sick leave assistance plan. Teachers will contribute one (1) day of their sick leave in their third year, and one (1) day in their fifth year of employment.
- C. Teachers may not withdraw from the plan.

- D. As demands are placed on the plan, each participating teacher agrees to contribute the necessary days in uniform, equal installments, not to exceed two (2) days per year per teacher.
- E. Participants who are not drawing sick leave assistance from the plan and are unable to contribute the necessary days when called for must contribute the days when they become available.
- F. A teacher must exhaust his/her sick leave accumulation before requesting assistance from the sick leave plan. The Business Manager shall post the instructions and application on-line with all other leave request forms so they are accessible to staff.
- G. Application for sick leave assistance shall be reviewed by a committee consisting of the superintendent, business manager, building principals and one teacher from each building. The superintendent shall have the final authority for granting sick leave assistance.
- H. The superintendent and business manager are responsible for the decision-making process regarding the granting or denial of requests for sick leave assistance. Sick leave assistance may be granted for an employee's prolonged illness or an emergency medical situation.
- I. If a birth mother had a pregnancy related emergency prior to delivery, the employee may use up to five days from the sick leave assistance plan for maternity leave. The use of sick leave assistance must be within the period allowed as described in Parental Leave.
- J. The business manager or their designee will be responsible for keeping track of the sick leave bank.
- K. No assistance shall exceed a total of twenty (20) days the first year and thirty (30) days thereafter for any one (1) school year.
- L. A teacher shall draw from the plan only on his/her own personal illness or disability.
- M. Teachers shall not draw from the plan until they have made application for the plan and it is approved by the committee.
- N. The teacher shall receive full compensation while drawing from the plan.
- O. At the conclusion of each contract year, the Business Manager shall send a report to the WCEA indicating the balance of the sick leave bank.

Grievance Procedure

A. Definitions

- 1. A grievance is a complaint by the association, a teacher, or a group of teachers based on an unresolved employer/employee dispute or an alleged violation, misinterpretation or inequitable application of any provision of this agreement.
- 2. A "teacher" is any member or group of members of the negotiations unit as defined in the Recognition.
- 3. "Days" shall mean calendar days unless otherwise designated.
- 4. An "aggrieved person" is a member of the WCEA making the complaint.

5. "Party in interest" is the aggrieved person and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable resolution of grievances.
2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the 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.

C. Time Limits

1. If the employee does not file a grievance in writing within twenty (20) days after the employee knew, or should have known, of the action or condition which the grievance is based, the grievance shall be considered as having been waived.
2. Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

D. Procedure

1. Level I:
 - i. If an employee feels they have a grievance, they shall file the grievance in writing with their immediate supervisor.
 - ii. The immediate supervisor shall arrange a meeting with the aggrieved person within ten (10) days.
 - iii. Within twenty (20) days after the meeting, the immediate supervisor shall render a decision in writing to the aggrieved person and a copy thereof placed in the grievance file.
 - iv. If a grievance results from a decision by the superintendent or the board, it shall be initiated at Level II.
2. Level II:
 - i. If the aggrieved person is not satisfied with the decision concerning their grievance at Level I, or if no written decision has been rendered within twenty (20) days, the aggrieved person may file the grievance in writing with the superintendent within ten (10) days after the decision at Level I or thirty (30) days after the grievance was filed.
 - ii. The notice of appeal shall state the specific reason(s) and rationale why the grievant disagrees with the decision at Level I.

- iii. The superintendent shall arrange a meeting with the aggrieved person within ten (10) days.
 - iv. Within twenty (20) days after said meeting, the superintendent shall render his/her decision in writing to the aggrieved person and a copy thereof placed in the grievance file.
3. Level III:
- i. If the aggrieved person is not satisfied with the decision concerning their grievance at Level II or if no written decision has been rendered within twenty (20) days, the aggrieved person may file the grievance in writing with the Board within twenty (20) days of the decision at Level II or thirty (30) days after the grievance was filed.
 - ii. The notice of appeal shall state the specific reason(s) and rationale why the grievant disagrees with the decision at Level II.
 - iii. The Board shall schedule a hearing at the next regularly scheduled board meeting. The Board shall render a decision in writing within forty (40) days of the hearing to the aggrieved person and a copy thereof placed in the grievance file.
4. Level IV:
- i. If the aggrieved person is not satisfied with the disposition of the grievance at Level III or if no written decision has been rendered within the time period set forth in the preceding paragraph, he may, within twenty (20) days after receipt of the written decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to statute. The inclusion of this paragraph in this grievance procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

E. Rights of Teachers to Representation

- 1. Any party or parties in interest may be represented at all stages of the grievance procedure by his or her representative, or, at his/her option, by a representative(s) selected or approved by the WCEA.
- 2. No reprisals of any kind shall be taken by the Board or its representatives against any party in interest, the WCEA or its members, or any other participant, in the grievance procedure by the reason of such participation.

F. Miscellaneous

- 1. If, in the judgment of the WCEA, a grievance affects a group or class of teachers, the WCEA may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II.
- 2. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale.
- 3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and WCEA and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Meetings and hearings under this procedure shall include only the parties in interest, their designated or selected representatives, and witnesses. No meetings or hearings under this procedure shall be conducted in public. The vote on the Board's decision on Level III grievances shall be made in open session but the name of the aggrieved party shall not be disclosed.
6. When it is necessary for an aggrieved person and/or a representative(s) of the WCEA to attend a meeting or a hearing called during the school day, the Superintendent's Office shall notify the appropriate principals. If the end result of the grievance is that the district is at fault the employee may be credited back leave taken for those meetings.
7. Any material used by either party to clarify the grievance must be made available to the other party.
8. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Reduction in Force Policy

Whenever, in the judgment of the board, it is advisable to reduce positions in the district, the following procedures will be used:

- A. The board will attempt to communicate the situation confronting the district to the WCEA so as to allow a reasonable opportunity, not to exceed one week from the date of communication, to present possible alternatives such as early retirement, part-time contracts, substitute status contracts, and/or alternatives which could accomplish the same goal.
- B. In the event of a reduction in force, the following criteria may be used by the superintendent to determine the recommendation of the school board. The following criteria are not listed in order of importance:
 - a. Evaluations
 - b. Programs to be offered
 - c. Additional skills or certification above and beyond the required qualifications which would be of value to the district
 - d. State or federal laws that may mandate certain employment practices
 - e. Recommendations of administrative staff
 - f. Co-curricular activities
- C. When the above paragraph does not apply in the district, the Board hereby establishes the following criteria (not necessarily in order of priority) to be used in determining which teachers will be affected by reduction in force: student needs, financial condition of district, priority of programs, program competency, qualifications, certifications, longevity, education background and other relevant considerations.
- D. Recall, when and if openings occur after the before-mentioned layoffs occur, the laid-off

teachers shall be notified, within twelve (12) months and shall be granted an interview for that position. If the teacher is rehired, he/she will be placed on the salary schedule where he/she left off. The economic factor shall not be used as criteria in hiring for this position.

Evaluation Policy

The School Board will maintain an evaluation policy and the district staff will adhere to said policy.

Duration

The language provisions of this agreement shall be effective from July 1, 2025 to June 30, 2027 barring any change in state or federal mandates or funding sources.

The financial provisions of this agreement shall be effective from July 1, 2025 to June 30, 2026, barring any change in state or federal mandates or funding sources.

Unless otherwise specified, the contents of this agreement may not be re-negotiated during the term of the agreement except by mutual consent.

Authorization

This agreement shall be the accepted guide and policy for the WCEA and the Board of Education and these agreements shall take precedence and priority over all other policies and regulations made by the Board. In witness where of the parties thereto caused this agreement to be signed by their respective presidents and attested by their respective secretaries on the day and year written:

West Central Board of Education

By *Kristen McCallister*
Board President

By *Kristen Stinson*
Business Manager

Date 04-14-2025

West Central Education Association

By *Nancy Shadle*
WCEA President

By *Ashley Payne*
WCEA Treasurer

Date 03-28-25