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 2026-2027 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

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 – The parties recognize that the District requires timely notice of a teacher's resignation or failure to perform under contract in order to recruit, hire, and place qualified replacement personnel before and during the school year. The parties further recognize that the actual damages suffered by the District as a result of late resignation or abandonment are difficult or impossible to calculate with precision. Accordingly, the parties agree that the following liquidated damages amounts represent a reasonable estimate of the District's actual damages and are not intended as a penalty. If the resignation is made after June 1 but before June 15, $1500.00 will be deducted from the employee's last paycheck. If the resignation is made after July 1st, but before July 15th, $2,500.00 will be forfeited to the school district. If the resignation is after July 15, $3,500.00 will be forfeited to the school district. If a resignation is made during the school year, the employee will forfeit $5,000.00 to the school district. All resignations 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. If liquidated damages cannot be covered by the final paycheck, the resigning teacher will have 30 days to pay for liquidated damages, the district may instead file an ethics complaint against the teacher's certificate.

2.5 Involuntary Transfer – The appropriate principal(s) or other administrator(s) shall discuss potential involuntary transfers which occur after teachers have signed their contracts with individual teachers before the involuntary transfer is made. Such discussion will include the reason(s) for such transfer.

If an involuntary transfer is deemed necessary by the principal(s) or other administrator(s), the teacher so affected shall have the opportunity to consult the Superintendent prior to any transfer being completed; however, the decision of the Superintendent shall be final in this regard and the teacher will be informed of the reason(s) for the decision in writing. If there is an involuntary transfer, the employee may appeal to the board president.

Article III

Employee Compensation and Fringe Benefits

3.1 Full Experience Credit – Each certified employee **will** be awarded one year for each year of teaching experience up to twelve (12) years. 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, 2026, will be moved to July 1, 2027. See attached schedule in Appendix D.

3.5 Extra-curricular Activity Pay – The salary schedule for extra-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 year-long extra-curricular activities will be paid in two-part increments per semester of completing the activity (example – FFA). Payment of salaries for extra-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. Extra-curricular duties are assigned at the discretion of the Board, and may be removed at the Board's discretion. Teachers do not have an expectation of continuing to perform extra-curricular duties from year-to-year.

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 in accordance with this agreement. The Board will pay $895 per month for each employee enrolled, through the 2026-2027 School Year. Insurance will be renegotiated for the 27-28 school year. All employees paid insurance payments will be pretax whenever possible. NEA will appoint a 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 upon resignation. If an employee is terminated for cause, they are not entitled to payment of unused sick leave. 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. The course must be approved by the Superintendent 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 $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 are not provided by the school. Requests must be submitted to the business office within two weeks of purchase, with appropriate receipts.

3.11 Extra Duty Pay – The Board will pay any teacher that takes on a full year class during their prep time one seventh (1/7) of the base salary for that class. This would not count for teachers that take an additional study hall.

3.12 Sub Pay for Certified Staff – Staff will be paid $30.00 each time they give up their prep time to cover a class for another staff member. This only applies during the staff member's prep time. Any combining of classes will not count towards this pay. Staff that this affects must fill out and submit a timesheet to the business office within the pay period subbing occurred to be eligible for this payment.

3.13 A teacher may be placed on a plan of assistance not to exceed one year. The teacher will be advised in writing relative to the areas in which improvement is necessary. The plan will have teacher-initiated scheduled check-ins and measurable, attainable, and objective goals.

3.14 The attached contract will be used for all certified staff's employment.

3.15 Complimentary Activity Pass – The Newell School Board shall issue a complimentary individual activity pass to all certified personnel.

3.16 Weight Room – The weight room family user fee will be waived for certified employees' use.

3.17 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.

3.18 Employee Retention Incentive – Returning teachers will receive an annual $400 incremental increase.

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 well as any leave permitted under 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, who are in or beyond their second full term of employment by the Newell School District 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 15 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.

Employees who are members of the sick bank shall be allowed five (5) days out of the sick leave bank per occurrence for the death of an immediate family member. Bereavement days are not required to be taken consecutively.

Immediate family is defined as employee's spouse, mother, stepmother, father, stepfather, legal guardian, children, stepchildren, son-in-law, daughter-in-law, grandchildren, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, aunts, uncles, nieces, nephews, grandparents, the parents/legal guardians and grandparents of employee's spouse, an individual who is a permanent resident in the employee's home, or any person for whom the employee has specific legal responsibility.

A pregnancy loss, failed fertility treatment, or surrogacy loss is eligible for bereavement leave. Employees must submit documentation upon request.

Up to two (2) days per contract year shall be allowed to attend funerals of close friends or relatives not covered by the above language.

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. If a request is made of the committee, they must grant the leave with a two-thirds majority vote.

b. Requests for use of the Bank will be reviewed by the Committee. The Committee will prepare a written notification to the requestion teacher approving or denying the application.

c. The Committee may not grant Bank days if the Bank does not have available days.

d. 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.

e. The Bank will be administered in accordance with the American with Disabilities Act and Family and Medical Leave Act requirements.

Withdrawals from the Bank:

f. A contributing teacher must complete an application for Bank days and submit it to the Business Manager no later than five (5) working days after all available sick days are exhausted.

g. 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.

h. 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 is 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.

i. 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.

j. Any bank days granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.

k. 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. Staff need to receive supervisor permission one calendar week ahead of time to extend holiday weekends by a day before/after holiday is had. Examples include: Labor Day, Thanksgiving, Christmas, President's Day, and Easter.

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

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

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

4.4 Parental Leave of Absence – Absence due to pregnancy-related disability or illness shall be treated as sick leave. After two (2) weeks absence, additional sick leave, if available, will be granted if confirmed by a physician. The district shall grant parental leave and will allow the employee to use up to 16 days of the sick bank as long as (1) the individual is a member of the sick bank, (2) there are over 300 days left in the bank, and (3) only after all other leave is exhausted.

4.5 Leave of Absence – A leave of absence, without pay, of up to one (1) year may be granted by the Board to any certified employee who has a reasonable need for such leave. Employees requesting a leave of absence shall submit the request in writing to the Board no later than April fifteenth (15th). The Board's decision will be final.

4.6 Duty Hours – Teachers will be in attendance during regular duty hours. Regular duty hours are defined as thirty minutes before the school day and fifteen minutes after school ends, unless otherwise scheduled, by the Board. 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. Teachers are required to attend events as chaperones and mentors for events which include their entire class participation. Events are defined as, but not limited to, school concerts, STEAM night, and literacy night. Teachers are required to attend all meetings called by their building principal or the superintendent, unless excused by their supervisor who has called the meetings. 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. Teachers will be compensated for these events through a pay rate of $40 per event, up to $160 a year. This must be submitted within the pay period the event occurred.

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. An in-service day counts as full contract day which is 8.5 hours, if attended in full. If you are unable to make it to in-service, staff must take a full contract day off with the appropriate leave.

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.

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.

4.10 Contract Days - The total number of contract days for a given school year are equal to the Board approved school calendar for the contracted school year.

4.11 Unpaid Leave – Staff may only use unpaid leave after all forms of accrued leave are spent. Unpaid leave will only be granted upon prior approval by the Superintendent. Staff members must obtain such approval from the Superintendent at least two weeks in advance prior to the intended date of absence. For each day of unpaid leave of absence, the staff member utilizing the leave will be charged 1/# of contract day of their total contract amount plus daily substitute teacher pay. The Superintendent may grant leave without advanced notice in extreme situations at his or her discretion.

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

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 South Dakota Department of Education and South Dakota law. Teachers in or beyond their fourth (4th) year of employment with the district will be evaluated on a two year rotation. 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 in accordance with the requirements of South Dakota law.

6.3 Procedure - The staff will be observed by administrators and supervisors on a regular basis with both scheduled and unscheduled visits to the classroom. A summative evaluation will be developed and shared with each staff member by March 15th or codified law, whichever is first 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. Failure by the staff member to sign the evaluation does not nullify the evaluation or in any way limit the actions the board may take regarding nonrenewal or termination of the teacher's contract. 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 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 13 day of July 2026.

In witness thereof:

For the Newell Educational Association

Kyle Lubben
President

Chaz McCann
Secretary

For the Newell School District Board

President

APPENDIX A
2026-2027 Hiring Schedule

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

Hiring Schedule/Lane 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. At the time of hire, employees will be classified for placement on the placement grid at the tier warranted by their years of relevant experience. However, no new employee will be placed at a higher rate of pay than an existing employee with the same relevant experience.

Years of Experience	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20
0	46201	46551	46901	47251	47601	48601	48951	49301
1	46601	46951	47301	47651	48001	49001	49351	49701
2	47001	47351	47701	48051	48401	49401	49751	50101
3	47401	47751	48101	48451	48801	49801	50151	50501
4	47801	48151	48501	48851	49201	50201	50551	50901
5	48201	48551	48901	49251	49601	50601	50951	51301
6	48601	48951	49301	49651	50001	51001	51351	51701
7	49001	49351	49701	50051	50401	51401	51751	52101
8	49401	49751	50101	50451	50801	51801	52151	52501
9	49801	50151	50501	50851	51201	52201	52551	52901
10	50201	50551	50901	51251	51601	52601	52951	53301
11	50601	50951	51301	51651	52001	53001	53351	53701
12	51001	51351	51701	52051	52401	53401	53751	54101

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			$11.85 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 subject to mandatory bargaining under state law. The absence of or disagreement with existing policies, rules, or regulations, or any complaint regarding matters not subject to mandatory bargaining under state law is not a grievance.

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 or the right to file the grievance is waived.

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.

Step 3: Within ten (10) days of receiving the written grievance, supporting documentation, 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 representatives from NEA (if desired by the person aggrieved) 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.

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.

Appendix C
Certified Teacher Contract

TEACHER'S CONTRACT

THIS CONTRACT is made by and between the board of the Newell School District, #9-2 referred to herein as the "Board" and "District" respectively, and _____, a legally qualified teacher, referred to herein as the "Teacher".

The Board agrees to employ Teacher above named in the schools of the District for a school year, which shall begin on or about _____, and conclude on or about _____.

1. Teacher's salary for the contract period will be _____ and will be payable in _____ equal installments. The first installment shall be payable on the _____ day of September, 20__, and the remaining installments shall be payable as outlined in Appendix D – Pay Schedule of the Newell 9-2 Negotiated Agreement 2026-2027.

2. Teacher will abide by the District's and Administration's policies, rules, regulations and directives and all state and federal statutes, rules, and regulations. Teacher's duties are subject to assignment by the Administration. Teacher agrees to devote full time during days of school to his/her position in all respects and to perform the assigned duties diligently and faithfully to the best of his/her professional ability. Teacher certifies he/she will hold a valid South Dakota teacher's certificate for the period of time specified by this Contract or be alternatively authorized to teach according to the administrative rules of the Department of Education for the State of South Dakota, and that such certificate or authorization duly qualifies Teacher to teach the subject and grades and to fill the position covered by this Contract.

3. In addition to the teaching duties set forth herein, Teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and Teacher or by Teacher's duly authorized bargaining agent.

4. A majority of the Board members may terminate this contract at any time for any of the following reasons:

    A. breach of the terms of this contract;
    B. poor performance;
    C. incompetency;
    D. gross immorality;
    E. unprofessional conduct;
    F. insubordination;
    G. neglect of duty, or;
    H. the violation of any policy or regulation of the school district.

Termination or nonrenewal under this contract shall be governed by applicable provisions of South Dakota statute.

5. Upon termination of this contract for just cause, or upon Teacher's release from this contract, the compensation paid or to be paid hereunder shall be an amount that bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to the number of days of service in the contract year. Teacher shall refund any unearned fractional portion of an installment paid but not earned prior to termination of the contract.

6. Upon termination of this contract, Teacher shall immediately return all District property to the District.

7. Any penalty for resignation by the Teacher from this contract will be governed by the terms as agreed upon by the District and the Teacher's duly authorized bargaining agent.

8. This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security, and any legally required deductions and deductions based on benefit elections.

9. Teacher shall report to the District within 24 hours any arrest, criminal charge, or criminal conviction of Teacher. Teacher shall report to the District within 24 hours any filing against the Teacher of South Dakota law regarding child abuse and/or neglect.

10. The compensation set forth in this agreement shall be subject to such adjustments as the Board and Teacher or Teacher's duly authorized bargaining agent may agree upon from time to time.

11. Teacher's failure to return a signed copy of the contract to the Superintendent of Schools or Business Manager of the District on or before May 15, 2026 shall constitute a rejection of this offer of employment.

By: _____ Date: _____
Teacher

By: _____ Date: _____
Board President

By: _____ Date: _____
Business Manager

Appendix D
Pay Schedule

PAY PERIOD	# WEEKS	PAY DATE	ACTUAL PAYDAY
June 7 - June 20	2	1-Jul	1-Jul
June 21 - July 4	2	15-Jul	15-Jul
July 5 - 25	3	1-Aug	3-Aug
July 26 - Aug 8	3	15-Aug	17-Aug
Aug 9 - Aug 22	2	1-Sep	1-Sep
Aug 23 - Sept 5	2	15-Sep	15-Sep
Sept 6 - Sept 19	2	1-Oct	1-Oct
Sept 20 - Oct 10	3	15-Oct	15-Oct
Oct 11 - Oct 24	2	1-Nov	2-Nov
Oct 25 - Nov 7	2	15-Nov	16-Nov
Nov 8 - Nov 21	2	1-Dec	1-Dec
Nov 22 - Dec 5	2	15-Dec	15-Dec
Dec 6 - Dec 26	3	1/1/2027	4-Jan-27
Dec 27 - Jan 9	2	1/15/2026	15-Jan
Jan 10 - Jan 23	2	1-Feb	1-Feb
Jan 24 - Feb 6	2	15-Feb	16-Feb
Feb 7 - Feb 20	2	1-Mar	1-Mar
Feb 21 - Mar 6	2	15-Mar	15-Mar
Mar 7 - 20	2	1-Apr	1-Apr
Mar 21 - Apr 10	3	15-Apr	15-Apr
Apr 11 - 24	2	1-May	3-May
Apr 25 - May 8	2	15-May	17-May
May 9 - May 22	2	1-Jun	1-Jun
May 23 - June 5	2	15-Jun	15-Jun
June 6 – June 26			