*WINNER SCHOOL DISTRICT 59-2*

*2026-2027*

*NEGOTIATED AGREEMENT*

WINNER SCHOOL DISTRICT
MISSION STATEMENT:

We are Warriors!
We have P.R.I.D.E.

- Prepared
- Respectful
- Involved
- Determined
- Empowered

**2026-2027 Negotiated Agreement**

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## Article I Recognition

### 1.1 Recognition

Pursuant to the provisions of SDCL 3-18-3, the School Board of School District 59-2, Winner, South Dakota, hereinafter referred to as the 'Board', recognizes the Winner Education Association hereinafter referred to as the 'Association' as the sole and exclusive representative of all regularly employed personnel whose position requires certification, hereinafter referred to as 'Members of the Bargaining Unit,' except for employees who devote more than 50 percent of their time to administrative duties.

## Article II Employment Conditions

### 2.1 Hiring Procedures

The Base Salary for members of the Bargaining Unit entering the Winner School District is the starting salary for new hires with no previous work experience in a similar position. The Superintendent will use the Hiring Schedule below to reflect previous work experience, advanced degrees, graduate credits earned, comparable assignment and accreditation of the school.

A newly hired Member of the Bargaining Unit may be given full credit for previous experience. If a Member of the Bargaining Unit is rehired into the School District, s/he will be given full credit for previous experience.

If a Member of the Bargaining Unit has taken early retirement and the Board or Superintendent requests him/her to return for a high need or unfilled position, the Member of the Bargaining Unit will not lose their early retirement and the cash payment schedule will not be affected.

# Hiring Schedule

Beginning with the 2026/2027 school year, hiring of new Members of the Bargaining Unit will follow the approved Hiring Schedule shown below, and include:

- Negotiated Base Salary - $46,500
- Graduate Credit Hours at $65.00 each,
- Master's Degree at $800,
- Year(s) of Experience at $300 per allowed year.

## 2.2 Graduate Credit Changes

New graduate credits for Members of the Bargaining Unit will be added to current salary at the Section 2.1 Hiring Schedule rate per allowed credit as long as the notification in Section 2.3 is followed.

## 2.3 Informing Administration – New Graduate Credits Completed

It will be the duty of each Member of the Bargaining Unit upon completion of graduate course work to inform the administration in writing by the September board meeting of the number of completed graduate credits. In order to promote master level educators, all graduate credits are limited to counseling and guidance, special education, health and physical education, curriculum and instruction, educational administration, the member of the bargaining unit's field of study, or are related to an endorsement awarded by the South Dakota Department of Education.

Graduate credits completed after the September Board of Education meeting, will not be effective for that school year, but can be added to the current salary the following year.

## 2.4 Salary

All Members of the Bargaining Unit are to be paid in accordance with the Section 10.1 Salary Schedule. Those with extended contracts shall receive additional salary on a pro-rated basis. A Member of the Bargaining Unit employed for more than half time shall be paid in accordance with the Section 10.1 Salary Schedule and shall be paid a salary and benefits proportionate to the amount of time employed.

## 2.5 Extra Assignment Duties

The taking of tickets at events shall be voluntary duty. At the onset of each school year, the administrator responsible for assigning the above duties shall call for volunteers from Members of the Bargaining Unit or the community who wish to perform such duties. The duty assignments shall be made from the list of volunteers. The timing and score keeping for events will be carried out by qualified Members of the Bargaining Unit. Assignment shall be made by meeting with the persons involved to determine the schedule. Persons who perform such duties shall be reimbursed in accordance with Section 4.6 of this agreement.

## 2.6 Payroll Deductions

Upon written authorization from the Member of the Bargaining Unit, the Board shall deduct from the salary of said member, and make remittance for, South Dakota Retirement Plan 457 (B), and any other program authorized by the Member. Such authorization shall remain in force, except upon written notification by the Member.

Payroll deductions must be authorized in writing. Annual insurance premiums in excess of the Board's contribution will be deducted from the paychecks of those Members of the Bargaining Unit electing to participate in the school's hospitalization plan. Members of the Bargaining Unit being paid on a ten-month basis may authorize deductions for premium increases from their June paychecks. If the Member chooses, s/he may pay for the July and August premium in excess of the Board's by personal check. Such payment will be due in the District Office on the first working day of each month. Failure of a Member of the Bargaining Unit to make such payment will result in the termination of the Member's hospitalization insurance. The business office must be notified by the first of the month if revisions are made in payroll deductions.

The Board will allow payroll deductions for South Dakota Retirement Plan 457 (B), group hospitalization insurance, vision/dental/life insurance, and the Winner School's Cafeteria Plan. Deductions may be indicated at any time but will be put into effect in either September or January.

**2.7 Extracurricular Assignments**

Members of the Bargaining Unit will not be required to gain more education for the purpose of accepting an extra duty assignment not currently held. Extracurricular assignments will be reflected in the current teaching contract. A Member of the Bargaining Unit wishing to be relieved of an extracurricular assignment shall notify the Superintendent no later than March 1st of the current school year; the extracurricular resignation will be accepted only if a suitable replacement has been hired. However, in no event shall a Member be required to continue participating in the extracurricular event for more than one season after his/her resignation has been submitted.

**2.8 Notification of Assignment**

Members of the Bargaining Unit will be given notice of their grade level/course assignment in their individual employment contract for the new school year. This notice shall be issued by April 15 of the current school year, regardless of the status of negotiations, and initialed by the principal and member of the bargaining unit. In the event changes in teaching assignments are necessary for the subsequent school year, these changes will be reflected in the new contract. In the event that a transfer is necessary after contracts have been issued, each Member of the Bargaining Unit affected will receive a stipend based on notification date. Notification between May 15 and June 15 will result in a $500 stipend; between June 16 and July 15 will result in a $1,000 stipend; between July 15 and the first contracted day will result in a $2,000 stipend.

## 2.9 Transfers

In the event an existing staff position or extracurricular position is vacated through death, retirement, resignation, termination, or in the event a new position is created by the Board, that position will be temporarily filled, and members of the Bargaining Unit who choose to apply will be given consideration for the position in the next contract year.

Members of the Bargaining Unit desiring changes in assignments, grade level, buildings, subjects, etc., must notify the Superintendent prior to March 1.
Approved requests will be reflected in the subsequent year's assignment. It is the responsibility of the Superintendent of Schools to notify Members of the Bargaining Unit of vacancies or new positions occurring during the school year as well as for the upcoming school year. A notice of open staff or extracurricular positions shall be emailed to each staff member of each building and posted on the district's website.

## 2.10 Workday

The normal workday for the Members of the Bargaining Unit shall be 7:45 to 3:45 on scheduled school days. On Student and Staff Fridays, the workday shall be 7:45 to 11:30, and resume from 12:30 until 3:30. Members of the Bargaining Unit shall be allowed to leave the building during their lunch period, if they are not on duty. Staff will not be allowed to leave the building during their planning period unless they have signed out with the person in charge. Three working days shall intervene between the end of the quarter and the time the grades must be submitted.

Section A

A teacher may be required to attend, outside the normal workday without additional compensation, up to four (4) hours of IEP meetings per year. After four (4) hours of IEP meetings outside of the normal workday, the employees will be compensated according to section 4.1.

Section B

A teacher may be required to attend, without additional compensation, up to four (4) meetings per year that are not covered under A. These meetings may last up to one hour beyond the regular workday. After four (4) meetings the employee will be compensated according to section 4.1.

## 2.11 Classroom Moves

Classroom moves are the responsibility of the Winner School District's Maintenance Department, not Members of the Bargaining Unit. Teachers are responsible for moving their personal supplies/equipment only.

### 2.12 Noon/Recess Duty

Teachers will be assigned noon duty. Noon duty teachers will receive a free lunch on days they are supervising lunch or noon recess. If scheduling permits, teachers will receive at least one free planning period each day. The principal will assign schedules as necessary for supervision of students.

### 2.13 School Calendar

The annual school calendar may be proposed by a calendar committee composed of three members of the Bargaining Unit, the Superintendent, and two Principals of the Superintendent's choice. The parties recognize that the Board of Education has the final authority in adopting a school calendar.

### 2.14 Student Teaching Assignments

Participation in student teaching assignments shall be voluntary for each Member of the Bargaining Unit. A written agreement between the member of the bargaining unit, the building principal, and the University (such as a University Student Teaching Form) will be signed by both the building principal and member of the Bargaining Unit who accepts a particular teaching assignment.

### 2.15 Certified Contract

Termination of contract, by a Member of the Bargaining Unit, notification between May 15 and June 15 will result in a $1000 penalty; between June 16 and July 15 will result in a $1,500 penalty; between July 16 and the first contracted day will result in a $2,500 penalty.

### 2.16 Agreement Dispersal

The employer will provide a copy of the negotiated agreement on the school web site. Newly negotiated items will be incorporated into the appropriate articles within the agreement and renumbered and/or re-lettered as needed not added as addendums.

## Article III – Leaves

### 3.1 Sick Leave

At the beginning of each school year, each Member of the Bargaining Unit will be granted twelve (12) days sick leave. Unused sick leave may be accumulated to a maximum of eighty-five (85) days. Any amount of sick leave days in excess of 85 days will be compensated to the teacher at a rate of $100 per day retroactive to the 2024-2025 school year. The reimbursement will be paid in the July payroll in a separate paycheck and subject to normal income tax and

social security. The reimbursement cannot exceed twelve (12) days. Sick leave may be utilized for personal illness/disability,
maternity/paternity/adoptive leave and for serious illness in the immediate family. A total of five days sick leave may be used for each death in the immediate family. Immediate family shall be defined as mother, father, grandparents, grandchildren, aunts, uncles, nephew, niece, spouse, child, stepchild or step parent, foster children, brother, sister, in-laws of any of the above, or death other than in the immediate family where there has been close association. The amount of time granted for each funeral shall be the decision of the administration, taking into consideration the distance to be traveled and other issues.

Serious illness shall mean any illness, which a physician would certify as being necessary for the Member of the Bargaining Unit to be in attendance with family members. The Superintendent reserves the right to request verification of the need for absence under provisions of this paragraph.

As a form of recognition for contribution to the district, employees voluntarily separating or retiring or those subject to reduction in force, or an employee who passes away during their employment after at least ten (10) years of continuous employment in the district shall receive a severance allowance of $75 a day up to 85 days or $6,375 maximum allowance. This would be retroactive to the 2024-2025 school year.

To receive the severance allowance, intention to separate from the District must be presented in writing to the Superintendent. The Member of the Bargaining Unit must complete the term of the existing contract or be released from the contract by the School Board.

**3.2 Sick Leave Bank**

1. A Sick Leave Bank shall be established for the purposes of aiding Members of the Bargaining Unit who have exhausted their accumulated sick leave through extended absence due to personal illness/disability or serious illness in the immediate family (immediate family and serious illness is defined in 3.1). The bank will contain unused sick days, which are voluntarily contributed by participating Members.
2. The deadline for sick leave bank enrollment will be by September 15th for each school year or within fifteen (15) days following employment.
3. Membership in the sick leave bank is made possible by contributing at least one (1) day of sick leave to the bank. Additional days of up to ten (10) per year may also be contributed by each member. Annual contributions to the bank must be finished by September 15 or within fifteen (15) days of employment. Donations to the bank by persons with the maximum accumulation of sick leave will make these donors eligible to again obtain regular sick leave days in order to maximize their accumulations. When contributions to the bank have accumulated to a total of two hundred fifty (250) or more days, except for new participants, no more days will be added until the bank is depleted to one hundred fifty (150) days, at which time those Members of the Bargaining Unit having accumulated sick leave shall contribute one additional day. Unused days in the bank shall be carried over to the next year. Use of bank days by participants shall be

limited to the school year in which the personal illness/disability or the serious illness in the immediate family began.

4. Administration of the sick leave bank will be handled by a committee of four (4) Members of the Bargaining Unit, appointed by WEA; two (2) classified employees, appointed by the classified staff; and two (2) administrators appointed by the Superintendent. Record keeping will be undertaken by the business office and the employee groups shall have the right to periodically examine the records during normal business hours. The business manager will make the initial evaluation of the number of days available from the sick leave bank, and the committee will grant or deny the request. Upon partial or full denial of a request for withdrawal of sick leave days, the employee may appeal the decision of the committee to the Superintendent who will then make the final decision on the appeal. The committee shall insure that withdrawals from the bank under this policy are for maternity/paternity/adoptive leave, prolonged illness/disability, bereavement, or serious illness in the immediate family.
    - Maternity/paternity/adoptive paid leave shall be limited to no more than six (6) weeks for normal vaginal delivery and eight (8) weeks for caesarean delivery per family, including the use of the Member of the Bargaining Unit's accumulated sick leave prior to receiving days from the sick leave bank. If a Member has not reached the maximum of sick leave days granted for the 6- or 8-week period, that Member may use the remainder of the days for medical appointments.
    - Prolonged illness/disability shall mean an illness that a physician would certify as being necessary to be absent from work or hospitalized. This would also cover a recurring treatment (weekly or monthly appointment) for an existing illness/disability.
    - The amount of time granted for bereavement shall be the decision of the administration, taking into consideration the distance to be traveled and other issues.
    - Serious illness shall mean any illness that a physician would certify as being necessary for the Member of the Bargaining Unit to be in attendance with family members. The Superintendent reserves the right to request verification of the need for absence under provisions of this paragraph.
    - Immediate family shall be defined as mother, father, grandparents, grandchildren, aunts, uncles, nephew, niece, spouse, child, stepchild or step parent, foster children, brother, sister, in-laws of any of the above, or death other than in the immediate family where there has been close association.
    - The amount of time granted for each funeral shall be the decision of the administration, taking into consideration the distance to be traveled and other issues. The Board of Education reserves the right to overrule the sick leave bank committee if the Board of Education discovers that the committee's action violates federal or state law.
5. All requests for use of the bank must be submitted in writing to the business office and must be supported by a written statement from the participant's personal physician as to the specific number of days the member will be required to be absent for that specific personal illness/disability or that of the immediate family members serious illness or disability. The business office will forward the request to the committee for a decision.
6. The maximum of sick leave days which the committee may provide to a participant is thirty-five (35) annually. Such additional sick leave days shall not be deducted from the recipient's future

accumulated sick leave; however, each participant who has received assistance from the sick leave bank must reestablish participation for the next school year.

7. When a Member of the Bargaining Unit is retiring at the end of the school year, the member may donate up to fifty (50) days of unused sick leave to the sick leave bank.

**3.3 Personal Leave**

The Board shall grant each Member of the Bargaining Unit no more than three (3) days of personal leave each year. The first two (2) days will be at no cost to the Member of the Bargaining Unit. The remaining day will be at the cost of a non-certified substitute. Any additional days will be deducted at a Member's daily rate of pay. Members of the Bargaining Unit requesting personal leave are not required to provide reasons for this leave.

Should an employee not use both (2) days granted per year, they may carry over one (1) day to the next year. No more than 4 days are allowed to be accumulated at any given time. Employees must designate if they wish to carry them over or cash them out by May 1st with the Business Office in writing.

No personal leave shall be granted in conjunction with holidays or during the last seven (7) classroom days of the current school year unless extenuating circumstances are proven by the Member of the Bargaining Unit making application. Generally speaking, extenuating circumstances will be those where the scheduling is beyond the control of the Member of the Bargaining Unit. If, however, the Member of the Bargaining Unit has control over the scheduling of the event, the same will not be considered an extenuating circumstance. The Superintendent of Schools shall make the final decision on leaves that fall under the category of extenuating circumstances. Family weddings and graduation situations will be approved. Any Member of the Bargaining Unit who has not used any and or all of their personal days shall receive $75 for each unused day. This payment shall be with the June payroll disbursement and subject to normal income tax, social security and SDRS deductions.

**3.4 Court and Jury Leave**

Any Member of the Bargaining Unit who is called to serve on jury duty, subpoenaed, or to testify in court will be granted release time and will be reimbursed under the following conditions: full pay will be given to the Member of the Bargaining Unit when all reimbursements received for such court and jury duty, except that granted for mileage, room and other expenses which are not a part of the daily wage that has been assigned to the school. This assignment shall be necessary only for those days the Member of the Bargaining would be absent from work.

**3.5 Leave of Absence**

An unpaid leave of absence for a period not to exceed one year will be granted to a Member of the Bargaining Unit for the purpose of education or when sick leave has been exhausted pursuant to the following conditions. The Board will make the same effort in finding a replacement as

with any other Member of the Bargaining Unit recruitment. If a replacement has not been found by June 1, the leave will not be granted. The Member of the Bargaining Unit on leave must confirm his/her intent to return from leave by March 1. Failure to do so will be a resignation. Upon returning, the Member of the Bargaining Unit shall be given the teaching experience s/he held prior to the leave. If the position becomes part of a RIF during the Member of the Bargaining Unit's absence, the Staff Reduction Policy will apply. Requests of people having special needs not addressed, above, will be considered on a case-by-case basis by a committee made up of three (3) representatives of the Board and two (2) representatives of the Bargaining Agent whose recommendation shall be acted upon by the full board.

**3.6 Professional Leave**

1. Members of the Bargaining Unit may be allowed compensated release time for attendance at conventions, institutions, workshops or other professional or educational meetings when approved by the Superintendent of Schools.
2. When making application for professional leave, the Member of the Bargaining Unit will inform the appropriate building personnel of their leave request. The Member of the Bargaining Unit will receive a response to the request within five (5) working days of the request. The leave book will be signed upon return by the Member of the Bargaining Unit.
3. Expenses shall be granted to each Member granted leave, consistent with Board policy.

**3.7 Association Leave**

In the event that the Association exercises its right to representation at or during mediation sessions, fact finding sessions, and grievances, no more than two Association representatives shall be excused without loss of salary. Members of the Bargaining Unit, if representation is requested by the Member of the Bargaining Unit, reserve the right to meet with administration after the normal workday.

**3.8 Substitutes**

In the event an on-duty Member of the Bargaining Unit is assigned by the office to fill in for an absent Member, they shall be paid $15 per class period.

**3.9 Activity Leave**

Activity leave may be granted to a Member of the Bargaining Unit when a spouse, son, daughter, stepchild, foster child, sibling, or grandchild is participating in a Winner School District event provided a suitable solution can be made to cover that individual's responsibility utilizing current staff at no cost to the district. If hiring a substitute is required, this cost will be paid by the Member of the Bargaining Unit unless a personal day is used. Notice of leave must be given at least 24 hours in advance and will be acted upon the same date it is received. A member will be required to complete a leave request if they will be gone prior to 2:30 p.m., even if another staff member is covering. If the

event is a one-time extracurricular activity, region, or state event, the Member of the Bargaining Unit may be granted activity leave.

### 3.10 Armed Forces Recognition Leave

Immediate family members will be allowed up to five (5) days of leave when a family member is being deployed or is returning from a deployment. Those days may be taken from sick leave. Personnel will need to complete a leave request indicating reason for leave.

### 3.11 Weather Leave

Weather leave may be granted to a Member of the Bargaining Unit when inclement weather causes concern for the safety of the Member of the Bargaining Unit to travel to or from home. This leave may be taken from the Member of the Bargaining Unit's sick leave.

### 3.12 Consultants, Judges, or Sports Officials Leave

Any Member of the Bargaining Unit who is asked to officiate at an SDHSAA district, region, or state event shall submit a request to the appropriate building personnel. Full pay will be given to the Member of the Bargaining Unit upon remittance of officiating pay, except for mileage, room, and other expenses that are not part of the daily wage assigned to the school. This assignment shall be necessary only for those days the Member of the Bargaining Unit would be absent from work.

## Article IV - Employee Compensation

### 4.1 Extracurricular Hiring Schedule

The Superintendent will use the approved Extracurricular Pay Schedule below. If a Member of the Bargaining Unit is rehired into the School District, s/he may be given full credit for previous experience.

Hourly rates of pay will be used when designated. The payment will then be computed by multiplying the hourly rate by the number of hours worked.

Any assignment not already addressed elsewhere in the negotiated agreement, which falls outside the regular workday, will be paid at the rate stated below or the assignment will be on a voluntary basis.

Extracurricular pay will be added into the individual's contracted amount and will be prorated into each paycheck.

All Extracurricular Hiring Schedule pay will remain at the 2015/2016 school year values.

Any individual who falls under the pay scale will be moved up to the Extracurricular Pay Schedule.

The board reserves the right to hire above the schedule if deemed necessary for high need or unfilled positions.

# Extracurricular Hiring Schedule

| | |
|---|---|
| **Activities Director** | $5,579.00 |
| **Middle School Activities Director** | $2,310.00 |
| **Basketball** | |
| Varsity Head Coach | $5,394.00 |
| Varsity Assistant Coach | $3,719.00 |
| C Team Coach | $2,541.00 |
| Middle School Coach | $2137.00 |
| Middle School Assistant Coach | $1,305.00 |
| **Football** | |
| Varsity Head Coach | $4,839.00 |
| Varsity Assistant Coach | $3,350.00 |
| Middle School Coach | $2,137.00 |
| **Wrestling** | |
| Varsity Boys Head Coach | $4,839.00 |
| Varsity Boys Assistant Coach | $3,350.00 |
| Middle School Boys Coach | $2,137.00 |
| Varsity Girls Head Coach | $4,839.00 |
| Varsity Girls Assistant Coach | $3,350.00 |
| Middle School Girls Coach | $2,137.00 |
| **Volleyball** | |
| Varsity Head Coach | $4,839.00 |
| Varsity Assistant Coach | $3,350.00 |
| Middle School Coach | $2,137.00 |
| Middle School Assistant Coach | $1,305.00 |
| **Track** | |
| Head Combined (Girls/Boys) Coach | $4,458.00 |
| Varsity Assistant Coach | $2,980.00 |
| Middle School Assistant Coach | $2,137.00 |
| **Cross Country** | |
| Head Combined (Girls/Boys) Coach | $3,719.00 |
| Assistant Coach | $2,137.00 |

**Golf**

Head Coach ..... $2229.00
Assistant Coach ..... $1,490.00

**Competitive Cheer and Dance**

Competitive Cheer Head Coach ..... $3,719.00
Competitive Cheer Assistant Coach ..... $2,137.00
Competitive Dance Head Coach ..... $3,719.00
Competitive Dance Assistant Coach ..... $2,137.00

**Softball**

Girls Softball Head Coach……....$2027.00
Girls Softball Assistant Coach……...$1,355.00

**Speech Activities**

Speech Activities Director ..... $1,490.00
Technical Director-All Plays Director ..... $2,229.00
All -School Play Director ..... $2,414.00
Contest One Play Director ..... $1,675.00
High School One Act Play Director ..... $1,490.00
Middle School One Act Play Director ..... $1,490.00
Oral Interpretation Head Advisor ..... $2,044.00
Oral Interpretation Assistant Advisor ..... $1,305.00

**Music Activities**

$5^{th}$-$12^{th}$ Grade Band Director ..... $5,579.00
Vocal High School Director ..... $2,229.00
Vocal Middle School Director ..... $2,229.00
Vocal Elementary School Director ..... $1,490.00

**Advisors**

Academic Banquet/National Honor Society Advisor ..... $2,229.00
Cheerleading Advisor (Football) ..... $1,068.00
Cheerleading Advisor (Girls/Boys Basketball) ..... $2,137.00
Middle School Cheerleading Advisor ..... $578.00
FCCLA Advisor ..... $2,229.00
FFA Advisor ..... $2,229.00
FFA Assistant Advisor ..... $1,490.00
Graduation Advisor……...…$745.00
HOSA Advisor ..... $1,490.00
Junior Class Advisor ..... $1,675.00
Lakota Club Advisor ..... $1,860.00

Quiz Bowl High School/Middle School ..... $745.00
Reading Olympics Middle School Advisor ..... $745.00
Reading Olympics/Brain Brawl Elementary School Advisor ..... $1,490.00
Special Teams Head Advisor ..... $2,044.00
Student Council Assistant High School/Middle School Advisor ..... $1,675.00
Student Council High School Advisor ..... $1,675.00
Student Council Middle School Advisor ..... $1,490.00
High School/Middle School Warriorette Advisor ..... $2,044.00
Yearbook Advisor ..... $4,089.00
Driver's Education Instructor ..... $23.00 per classroom hour
.....and $29.00 per hour driving
Summer School Certified Instructor ..... $23.00 per hour

**Other**

Concession Stand High School/Middle School Director _____ $5,579.00
Dual Credit E-Advisor _____ $1,490.00
School Improvement Committee Chair _____ $745.00
Science Fair Director _____ $745.00
Tutor/ IEP Meetings _____ $17.25 per hour outside the workday
Other assignments _____ $17.25 per hour

**4.2 Hospitalization Plan**

A six-member committee will be appointed to select the carrier for the hospitalization plan. Three members will be appointed by the WEA and three members by the Board. However, notwithstanding any recommendation from this committee, the Board of Education, in its sole discretion, will have absolute authority to select not only the carrier, but the hospitalization plan to be made with a cap of a $3500 deductible on a standard insurance plan.

The Winner School District will pay the single premium for the school's $1500/$2000/$3500 deductible hospitalization plan, carried by the Associated School Boards for each Member of the Bargaining Unit up to $700 starting the 2025-2026 school year.

In the event that the single premium increases above the District's maximum obligation, the WEA may seek from the carrier an increase in the deductible, but such changes shall not increase the District's obligation under this provision**.** Members of the Bargaining Unit may elect to use Plans A or Plan B or Plan C in accordance with the Winner School District's Schedule of Benefits.

Members who are of Medicare Eligibility Age will continue to receive the negotiated premium towards Medicare Supplement Plan(s) in lieu of the hospitalization plan. This is a taxable event.

### 4.3 Salary Payments/Banking Checks

The salary schedule shall be listed in Appendices. Members of the Bargaining Unit may choose to receive their salary on ten or twelve-month basis by notifying the business office prior to the first Friday in September. Members of the Bargaining Unit will receive their paychecks on the 20th of each month. Due to IRS rules, once the payment choice has been made, members of the bargaining unit cannot change until the next contract year.

All members of the Bargaining Unit will participate in the direct deposit payroll method. Changes to direct deposit must be made in person.

### 4.4 Employee Absence

Should a Member of the Bargaining Unit be absent from work without pay, among other appropriate remedies, s/he shall have deducted from her/his basic salary, the contractual amount divided by the number of days in session in the legal school term for each day missed.

### 4.5 Payment for Extra Duties Assigned

Payment for extra assignment duties include, but are not limited to:

a. Ticket taking and/or announcing at extracurricular events-to be paid at a rate of $40.00 per duty session.
b. Scorekeeper, Shot Clock Referee, and Timer-to be paid at a rate of $45.00 per duty session.
c. If a session exceeds three hours, an additional $15.00 per hour will be added to each worker's pay in both 'a' and 'b' above. If the announcer is also a worker from b. an additional $15 per session will be added.
d. Lunchroom/noon duty-free meal per duty day. Any extra assignment duties during scheduled vacations and on Sunday shall be the responsibility of the Board of Education.

### 4.6 Mileage Reimbursement

Any Member of the Bargaining Unit desiring reimbursement for travel expenses incurred in transporting students or other travel for a school function and using his/her personal vehicle must obtain written approval from the member's immediate supervisor prior to incurring the expense. If the prior written approval is granted, the Member will be reimbursed for the round-trip mileage from the appointed starting point to the destination at the State's approved mileage rate. The members of the Bargaining Unit incurring such expense will be reimbursed monthly for their expenses provided a voucher is submitted to the immediate supervisor on or before the last working day of the school month.

After approval, intra-district travel to fulfill contractual obligations will be reimbursed at the same rate. The District's prior approval travel form will be distributed by the Member of the Bargaining Unit's immediate supervisor by August 25th and filled out by the Member of the Bargaining Unit and returned to the immediate supervisor by September 1st. Members of the Bargaining Unit incurring such expenses will be reimbursed at the end of the school year, provided they voucher is submitted on or before the last working day of the school year.

## Article V-Grievance Procedures-Members of the Bargaining Unit

### 5.1 Definition

a. A 'grievance' is a claim by a Member or Members of the Bargaining Unit that there has been a violation, misinterpretation, or that inequitable application of a policy, rule or regulation of the Board as they apply to rates of pay, wages, hours of employment, or other conditions of employment.
b. The term 'Member or Members of the Bargaining Unit,' except where otherwise indicated, is considered to apply to any Member of the Bargaining Unit. The term 'Member of the Bargaining Unit' may include a group of Members of the Bargaining Unit who are similarly affected by a grievance.
c. An 'aggrieved person' is the person(s) making the claim.
d. A 'party in interest' is the person(s) making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the problem.
e. 'Association' shall mean the group recognized by the Board as the exclusive representative of the Members of the Bargaining Unit.
f. 'Board' shall mean the Board of Education of the Winner School District 59-2.

### 5.2 Purpose

a. The purpose of this procedure is to secure, as soon as possible at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the conditions under which Members of the Bargaining Unit render their professional services.
b. These procedures shall be kept as informal and confidential as may be appropriate at any level.
c. Nothing herein as contained shall be construed as limiting the right of any Member of the Bargaining Unit having a grievance to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association-at any time.
d. Any Member or Members of the Bargaining Unit shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose.

### 5.3 Time Limits

a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time limits specified may, however, be extended by the mutual agreement of both parties in writing.
b. In the event a grievance is filed at such time that it cannot be processed through all steps in this procedure by the end of the school year, the time limit set forth herein will be reduced to the end of the school year or as soon thereafter as it is practicable.

**5.4 Informal Procedure**

a. If a Member of the Bargaining Unit feels that s/he has a grievance, s/he should first discuss the matter with the administrator to whom s/he is directly responsible-in an effort to resolve the problem informally.
b. A committee composed of three Members of the Bargaining Unit, appointed by the President of WEA, and one school administrator, appointed by the Board, shall develop the forms referenced in Section 5.7 of this policy.

**5.5 Formal Procedure**

a. Level One--Immediate Supervisor
Whenever any Member or Members of the Bargaining Unit have a grievance, s/he or they shall meet informally with the immediate supervisor of the Member of the Bargaining Unit within twenty (20) working days after the alleged violation. The immediate supervisor shall set a meeting date as soon as possible; but, in any event, no later than seven (7) working days after the grievance has been filed. Within seven (7) working days after the meeting, the immediate supervisor shall serve a written disposition of the matter upon the Member of the Bargaining Unit and deliver a copy to the Superintendent and the Association.

b. Level Two--Superintendent of Schools
The Member of the Bargaining Unit may appeal the disposition made at Level One to the Superintendent or his/her official designee within seven (7) working days of the immediate supervisor's written disposition of the grievance. The Superintendent shall arrange with the Member of the Bargaining Unit for a meeting to occur as soon as possible, but not later than seven (7) working days following the referral. The Member of the Bargaining Unit and the Association shall be provided with the Superintendent's written response, including the reasons for the decision within seven (7) working days.

c. Level Three--Board of Education
Within seven (7) working days after receipt of the above disposition, the Member of the Bargaining Unit may, if the grievance remains unresolved, appeal the Board. The Board shall hold a formal hearing within ten (10) working days or at its next regularly scheduled meeting, whichever comes soonest, and serve a written disposition of the matter on the Member or Members of the Bargaining Unit within seven (7) working days after the hearing.

d. Level Four--Arbitration by Division of Labor

The Member of the Bargaining Unit may, if the grievance remains unresolved after the Board hearing, appeal in writing on forms prescribed by the Division and the Division shall conduct a formal hearing and issue a binding order covering the point raised.

### 5.6 Miscellaneous

a. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and reasons, therefore.
b. All documents, communications, and records dealing with the proceedings of the grievance, shall be filed separately from the personnel file of the grievant.
c. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through the Principals & the Association.
d. The sole remedy available to Member(s) of the Bargaining Unit for any alleged breach of the agreement or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance and arbitration procedures, provided however, that nothing contained therein shall deprive any Member of the Bargaining Unit, Administrators, or Board of any legal rights.
e. Time Limits. If the Members of the Bargaining Unit fail to appeal within the time limits established, the grievance shall be considered void. Likewise, if the employer fails to respond within the time limits, the grievance shall be advanced to the next level.
f. Class Grievance. Class grievance involving one or more Members of the Bargaining Unit or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association.
g. No Reprisals Clause. No reprisals shall be taken by the Board or the Administration against any Member of the Bargaining Unit because of the Member of the Bargaining Unit's participation in a grievance.

## Article VI - Staff Reduction Policy

### 6.1 Staff Reduction

Staff reduction occurs when the Board eliminates all or part of an existing position. In the event the Board determines that a staff reduction is necessary, the following guidelines will be considered.

1. An effort will be made to effect the staff reduction through normal attrition.
2. Positions held by persons with less than full certification for their current teaching assignments will be open to properly certified teachers who have been notified that their positions have been eliminated due to staff reduction.
3. If a position of a teacher is eliminated due to staff reduction, the Board will determine which teacher or teachers are to be released, considering the following criteria and not necessarily in order of preference;
    a. Recommendations of administrative staff.
    b. Certification endorsements.

c. Experience in the position.
d. Educational training.
e. Employee evaluation.
f. Years of employment with the district.
g. State and federal mandates, educational program needs.
h. Extracurricular activities.
i. Other relevant considerations.

4. Any Member of the Bargaining Unit laid off pursuant to this policy shall have recall rights to any position for which s/he is certified and qualified, for a period of one calendar year from the effective date of such layoffs. Members of the Bargaining Unit laid off shall be recalled to available positions in reverse order of their layoff. Those on layoff shall be notified of positions for which they are qualified and certified. They shall be notified by registered mail sent to the address on file with the Board of Education. Failure to respond in writing or in person to such notification within 20 days from the date of mailing shall result in the termination of the Member of the Bargaining Unit's right to recall.
5. Members of the Bargaining Unit who have been laid off shall not lose their accumulated benefits or position on the salary formula. Increment credit for the time spent on layoff will be allowed only if the Member of the Bargaining Unit was employed by another school district as a Member of the Bargaining Unit during the period of lay off. Lay off time will not count toward filling of continuing contract status.

## Article VII – Evaluation

### 7.1 Evaluation

The current evaluation policy is included as a negotiable section and is on file at the Superintendent's Office and with the respective building principals. The district will utilize the South Dakota Framework for Teaching for the teacher evaluation model.

a. In the event that a Member of the Bargaining Unit's assigned contractual teaching duties are under more than one administrator, the administrators will equally divide the evaluation of that Member so as not to overlap observations.

## Article VIII - Complaint Procedure

### 8.1 Purpose

Solutions to problems and improvement of Members of the Bargaining Unit's performance can only occur when all the facts are available to parents, Board and Members of the Bargaining Unit. This procedure is designed to provide a process for handling such problems.

a. All complaints regarding the performance of any Member of the Bargaining Unit shall be handled according to the following policy. Any Member of the Bargaining Unit, Administrator, or Board Member approached with a complaint shall inform the person(s) making the complaint of the proper method for registering said complaint. Complaints not filed following this policy will not be acted upon nor shall they be recorded or given any official recognition.
b. All complaints shall be in writing and signed by the party making the complaint. The complaint shall specify the person(s) involved, details of the alleged misconduct or reason for the complaint and supply any supportive evidence.

**8.2 Procedure**

a. Complaints against Members of the Bargaining Unit shall be filed with the building principal.
b. Upon receipt of a signed complaint against any Member of the Bargaining Unit, the principal shall meet privately with the Member of the Bargaining Unit and shall provide the Member of the Bargaining Unit with a copy of the complaint and discuss the complaint. The Member of the Bargaining Unit may respond to the complaint by completing Complaint Form B, which shall be attached to the complaint.
c. If the principal feels that the complaint is grounds for further action or if the complaint is to be made part of the Member of the Bargaining Unit's record, the Member of the Bargaining Unit must be informed of this fact in writing. A member of the Bargaining Unit so notified shall have the right to request a meeting with the Superintendent and the complaining party or the right to attach a written rebuttal to the complaint - or both. If the Member of the Bargaining Unit requests a meeting with the Superintendent and complaining party, the Member of the Bargaining Unit shall have the right to be accompanied by a representative of WEA or another person of their choice.
d. Any record or recommendation for further action issued from such a meeting shall be supplied the Member of the Bargaining Unit. Before a Member of the Bargaining Unit may be disciplined or reprimanded by the Board or its agents, the member of the Bargaining Unit shall be entitled to a hearing to be confronted by the person bringing the complaint; s/he shall have the right to cross examine and rebut and shall have the right to have a representative present.
e. Decisions of the Board may be appealed to the proper authorities.

## Article IX – Signatures

This negotiated agreement represents the complete understanding of the negotiated items between the WEA and the Winner School District Board. This agreement shall take effect July 1, 2025, and remain in full force through June 30, 2026, and shall be renewed and remain in effect and full force until such time as a new agreement has been negotiated, unless otherwise agreed in writing.

/s/ _____ /s/_____

WEA Representative Winner Board Representative

## Article X –All Appendices

### 10.1 Salary Schedule

- For the 2026/2027 school year, each Member of the Bargaining Unit will receive a $1,000 increase for each bargaining unit member's salary based off 2025-2026 salary. An additional one-time bonus of $1,000 to be paid in November.
- To stay in compliance with the accountabilities set forth by the state in the funding formula, in order to assure school districts are paying the required money to teachers, the Winner School District may pay all Members of the Bargaining Unit additional salary. This money will be paid to the Members of the Bargaining Unit without having to reopen negotiations.
- No current Member of the Bargaining Unit shall receive a salary less than the current base salary.
- For Members of the Bargaining Unit entering the Winner School District, the Superintendent will use the Section 2.1 Hiring Procedures.
- Beginning with the current school year, salary will be updated to include an increase for each additional graduate credit earned during or after the 2015/2016 school year, according to Section 2.1 Hiring Procedures.
- Years of experience are defined the years which a Member of the Bargaining Unit is allowed to bring to the District, in addition to the years of service in the District, all in accordance with section 2.1.
- The board reserves the right to hire above the schedule if deemed necessary for high need or unfilled positions.

**10.2 Complaint Form A**

Date _____
Name/Address/Phone of Person(s) Making Complaint: _____
_____
_____

Name of Person Being Complained Against:
_____

Specific Provisions of Contract or Policy Allegedly Violated:
_____
_____

Complaint:
_____
_____
_____
_____
_____
_____
_____
(Attach Additional Sheets If Necessary)

Supportive Evidence and/or Witness:
_____
_____
_____
_____
(Attach Additional Copies of Materials If Necessary)

Action Requested:
_____
_____
_____

Signature/Address/Phone of Person Making Complaint:
_____

**10.3 Complaint Form B**
Response of Person Being Complained Against

I have been informed of the complaint, have been given the opportunity to respond, and have been informed of the person's recommended action.

_____
Signature Date

Date contacted about complaint: _____

Response to complaint: _____
_____
_____
_____
_____
_____
(Attach Another Sheet If Necessary)

Supportive Evidence or Witness: _____
_____
_____
_____
_____
(Attach another Sheet If Necessary)

Recommendation

_____I recommend no record or further action be taken.

_____I recommend a record be maintained but no further action be taken regarding the complaint.

_____I recommend the following action be taken:

_____
_____
_____
_____
_____

_____
Signature of Superintendent Date

**10.4 STAFF GRIEVANCE FORM**

**WINNER SCHOOL DISTRICT 59-2**
**(In accordance with section 5.6 of Negotiated Agreement)**

Grievance Number_____
(Assigned by Administration)

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**LEVEL I – Immediate Supervisor**

Professional Staff Member Presenting Grievance: _____
Name

_____
Date of Incident

Description of Grievance:

Specific Provisions of Contract or Policy Allegedly Violated:

Remedy Sought:

_____ _____
Date Submitted Staff Member

_____
Date of Meeting Held With Aggrieved Party

Disposition of Grievance:

_____ _____
Date Administrator

---

**APPEAL TO LEVEL II – Superintendent:** Yes _____ No _____

_____ _____
Date Submitted Signature of Grievant

_____
Date of Meeting Held With Aggrieved Party

Level II Disposition:

_____ _____
Date Superintendent

---

**APPEAL TO LEVEL III – Board of Education:** Yes _____ No _____

_____ _____
Date Submitted Signature of Grievant

_____
Date of Meeting Held With Aggrieved Party

Level III Disposition:

_____ _____
Date President, Board of Education

---

**APPEAL TO LEVEL IV**

I wish to submit this grievance to the Director of Labor and Management Relations for arbitration: Yes _____ No _____

Settlement of the Dispute:

_____ _____
Date Signature of Grievant