

THURSDAY, NOVEMBER 19, 2009
11:00 A.M.

NO. 3

#25243

SPEARFISH EDUCATION
ASSOCIATION,
Petitioner and Appellant,

vs.

SPEARFISH SCHOOL DISTRICT
#40-2 and BOARD OF EDUCATION,
Respondent and Appellee.

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(FOR APPELLANT)

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(FOR APPELLEE)

The Honorable Randall L. Macy
Fourth Judicial Circuit
Lawrence County

(CIV 08-574)

STATEMENT OF ISSUES

- I. Whether the circuit court erred in reversing the South Dakota Department of Labor's determination that the Spearfish School District #40-2 and Board of Education violated, misinterpreted and/or inequitably applied the negotiated agreement by failing to pay the new hires according to the imposed agreement.**

The circuit court reversed the Department of Labor's determination that Appellee Spearfish School District #40-2 and Board of Education had violated, misinterpreted and/or inequitably applied the negotiated agreement by failing to pay the new hires according to the imposed agreement.

RELEVANT STATUTES: SDCL 3-18-2
SDCL 3-18-3
SDCL 3-18-8.2

RELEVANT CASES: Martinmaas v. Engelmann,
2000 SD 85, 612 NW2d 600
Wessington Springs Education Association v.
Wessington Springs School District #36-2,
467 NW2d 101 (SD 1991)

- II. If the circuit court erred in reversing the South Dakota Department of Labor's determination that the Spearfish School District #40-2 and Board of Education violated, misinterpreted and/or inequitably applied the negotiated agreement by failing to pay the new hires according to the imposed agreement, whether the South Dakota Department of Labor erred in its remedy for said violation, misinterpretation and/or inequitable application.**

The circuit court did not reach this issue as it reversed the Department of Labor's determination that Appellee Spearfish School District #40-2 and Board of Education had violated, misinterpreted and/or inequitably applied the negotiated agreement by failing to pay the new hires according to the imposed agreement.

RELEVANT STATUTES: None

RELEVANT CASES: Bon Homme County Commission v. AFSCME,
Local 1743A,
2005 SD 76, 699 NW2d 441
Cox v. Sioux Falls School District 49-5,
514 NW2d 868 (SD 1994)
Rininger v. Bennett County School District,
468 NW2d 423 (SD 1991)