

NEGOTIATED AGREEMENT

2020-21, 2021-2022

HAY SPRINGS SCHOOL DISTRICT 81-0003

AND

HAY SPRINGS EDUCATION ASSOCIATION

C. Grievance Procedure

Informal Resolution. The parties believe that it is usually most desirable for an employee and their immediate supervisor to resolve problems through free and informal communications. When requested by the employee, a representative of the Association may assist in this informal resolution. However, when the grievance remains unresolved, then the grievance shall be processed as follows:

Step 1. The grievant shall present a written grievance to the employee's Principal within thirty (30) days of the event giving rise to the grievance.

A meeting with the Principal shall be held within three (3) days of the filing of the grievance. The Principal shall provide a written answer to the grievance within two (2) days of the meeting.

Step 2. If not resolved at Step 1, the grievant may appeal the Principal's decision by filing a written appeal with the Superintendent within five (5) days of receipt of the Principal's decision. The Superintendent and/or their designee shall arrange for a meeting with the grievant within five (5) days of receipt of the appeal. The Superintendent shall issue a written decision within four (4) days of the date of the meeting.

Step 3. If not resolved at Step 2, the grievant may appeal the Superintendent's decision by filing with the Board president a written appeal within five (5) days of receipt of the Superintendent's decision. The Board president shall schedule a hearing on the grievance before the Board of Education within ten (10) days from the date the appeal is received. The hearing shall be held no later than thirty (30) days from receipt of the appeal. Each party shall have the right to call such witnesses as it deems necessary to develop facts pertinent to the grievance. The Board shall issue a written decision within five (5) days from the date of the hearing to both the grievant and the Association.

The parties agree that use of the grievance procedure herein is discretionary and is not a condition to presenting a claim for violation or variance of this agreement or an individual employment contract before a court of competent jurisdiction. No reprisals of any kind shall be taken against any employee who utilizes this grievance procedure. An employee may withdraw their grievance at any level of the procedure without fear of reprisal from any party.

ARTICLE III - ASSOCIATION RIGHTS

A. Association Use of District Property

The Association shall be allowed the use of the school buildings for meetings, providing that such use does not result in unscheduled maintenance costs, in which case an appropriate fee for that use will be negotiated between the parties to this Agreement.

The Association shall be allowed the use of school equipment including computers, copiers, audio-visual equipment, and standard office equipment, provided that the Board may assess the Association a reasonable fee for expendable supplies consumed during such use.

The Association shall be allowed to make reasonable use of the school's communication system, including teachers' mailboxes, intercom, teacher bulletins, etc. Such use shall not cause unnecessary interruption of the education program of the school.

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teacher with single dental insurance. The effective date of coverage shall coincide with September 1 or the date of each teacher's initial date of employment.

Note: During the 2020-21 school year ONLY, the Board will pay the full cost of insurance coverage as needed by each teacher for whichever of the four BC/BS categories of the plan they qualify for, Employee, Employee and Child(ren), Employee and Spouse, and Employee, Child (ren) and Spouse. During the 2021-22 school year, insurance will be paid as per the agreement.

The Board will determine additional funding for insurance for the 2021-22 school year. Insurance amounts will be placed on the individual teacher contracts each year. Premiums at the 5% discount rate are as attached in Appendix C.

If the board elects to eliminate paying the full cost of insurance coverage during the 2021-22-year agreement, the Board will meet with the association's negotiating team to discuss alternatives like raising the deductible or other such considerations. If BC/BS increase cause the total package for 2021-22 to exceed 4% then the board will consider raising the deductible to \$1200. The decision shall be negotiated by the teacher negotiation team and the Board and determination will be made at the February board of education meeting.

B. Complete Annual Coverage

For each teacher who remains in the employment of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period.

ARTICLE VI - TERMS OF EMPLOYMENT

A. Teacher's Contract

Upon initial employment, the teaching contract issued to employee's subject to this Agreement shall be on a contract form recommended by the Commissioner of Education.

B. Release from Contract

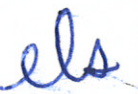
Any teacher who makes a written request to the Board may be given an extension up to May 15 to return their contracts under the condition the Board may advertise their position from the date the contract was due, and continue advertising up to the day the contract is returned.

C. Annual Employment Period

The annual employment period for bargaining unit teachers shall be 162 contract days, which includes a minimum for 153 student days, and nine in-service days to begin on or about August 10th and ending on or about May 25th with work days' subject to the school calendar of each school year.

D. Work Day

Certified staff work day will be the equivalent of a nine-hour day with thirty minutes granted for lunch.



Teachers who have accumulated 40 days (360 hours) of sick leave may convert two days (18 hours) sick leave for one day (9 hours) of personal leave not to exceed two additional personal leave days each year. The maximum number of personal days a teacher may use in any one school year is 4 days (36 hours).

C. Professional Leave

Professional leave will be granted by Superintendent approval on a case by case basis, with advanced notice for approval a minimum of two weeks prior to the professional development activity.

D. Jury Duty

Teachers called into jury duty shall be paid their regular pay in addition to any expense reimbursement they receive while serving on the jury.

E. Relationship of the Family and Medical Leave Act of 1993 (FMLA) to Local Leave Policies

The provisions of FMLA may not be used to reduce or eliminate any leave benefits granted elsewhere in this contract. Likewise, no provision of any local leave shall be used to reduce or eliminate any provision of FMLA. Immediate family shall be defined as spouse, child, or parent (or as otherwise defined in Article IX section C). All bargaining unit members returning from an FMLA leave will be returned to their previous position or assignment without any reduction in any term or condition of employment.

FMLA leaves may be taken as a continuous leave of 12 weeks, intermittent leaves of no less than one week and/or reduced leaves of either hours per day or days per week. The leaves will be structured to accommodate those who have different daily, weekly, monthly, or semester schedules. The school district's contribution to all fringe benefits (H & A, LTD, Vision, Life, etc.) will continue through the duration of the contract at the same level as if the person was normally employed.

ARTICLE IX - PART-TIME TEACHER PROVISIONS

A. Part-time employees shall be provided the same salary, benefits and leave available to full-time employees on a pro-rated basis.

B. Part-time teachers shall not be required to cover a class for another teacher. In an emergency situation where no alternative is available, however, a part-time teacher having a planning period or scheduled non-duty time during the day may be asked by an administrator to cover a class. Compensation shall be paid at the rate of \$20 per class period covered.

ARTICLE X - MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this

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contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent or the superintendent's designee and attached to the file copy.

C. No Separate File

Although the Board agrees to protect the confidentiality of personal reference, academic credentials, and other similar personnel records, it shall not establish any separate personnel file(s) that are not available to the teacher for inspection.

ARTICLE XII- DURATION OF AGREEMENT

This contract shall be effective as of the beginning of the 2020-21 school year and shall continue in effect until the end of 2021-22 school year. If a new contract has not been duly entered into prior to the end of the contract, the terms of this contract shall continue in full force and effect until such new contract is adopted, which shall then be fully retroactive to the beginning of the 2022-23 school year.

ARTICLE XIII - DOCUMENT AUTHORIZATION


In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on this day and year March 9th, 2020.

Hay Spring Teachers Association

By 
Association President

By _____
Association's Chief Negotiator

Board of Education

By 
Board President

By 
Board's Chief Negotiator (Superintendent)



contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent or the superintendent's designee and attached to the file copy.

C. No Separate File

Although the Board agrees to protect the confidentiality of personal reference, academic credentials, and other similar personnel records, it shall not establish any separate personnel file(s) that are not available to the teacher for inspection.

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ARTICLE XIII - DOCUMENT AUTHORIZATION

In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on this day and year March 9th, 2020.

Hay Spring Teachers Association

By _____
Association President

By Jodie L. Hawth
Association's Chief Negotiator

Board of Education

By Wanda Johnson
Board President

By A. Russell Lett
Board's Chief Negotiator (Superintendent)

Appendix A Salary Schedule for 2020-21, 2021-22 Academic Years

2020-21 Certified staff Salary Schedule											
Base Salary	\$ 36,700	BA	BA+9	BA+18	BA+27	MASTERS	MA+9				
Exp Step	% Factor	100%	104.5%	109.0%	113.5%	118.0%	122.5%				
0	1	100%	\$36,700	\$38,352	\$40,003	\$41,655	\$43,306	\$44,958	\$46,609	\$48,261	\$49,912
1	2	104.5%	\$38,352	\$40,003	\$41,655	\$43,306	\$44,958	\$46,609	\$48,261	\$49,912	\$51,564
2	3	109.0%	\$40,003	\$41,655	\$43,306	\$44,958	\$46,609	\$48,261	\$49,912	\$51,564	\$53,215
3	4	113.5%	\$41,655	\$43,306	\$44,958	\$46,609	\$48,261	\$49,912	\$51,564	\$53,215	\$54,867
4	5	118.0%	\$43,306	\$44,958	\$46,609	\$48,261	\$49,912	\$51,564	\$53,215	\$54,867	\$56,518
5	6	122.5%	\$44,958	\$46,609	\$48,261	\$49,912	\$51,564	\$53,215	\$54,867	\$56,518	\$58,170
6	7	127.0%	\$46,609	\$48,261	\$49,912	\$51,564	\$53,215	\$54,867	\$56,518	\$58,170	\$59,821
7	8	131.5%	\$48,261	\$49,912	\$51,564	\$53,215	\$54,867	\$56,518	\$58,170	\$59,821	\$61,473
8	9	136.0%	\$51,564	\$53,215	\$54,867	\$56,518	\$58,170	\$59,821	\$61,473	\$63,124	\$64,776
9	10	140.5%	\$53,215	\$54,867	\$56,518	\$58,170	\$59,821	\$61,473	\$63,124	\$64,776	\$66,427
10	11	145.0%	\$54,867	\$56,518	\$58,170	\$59,821	\$61,473	\$63,124	\$64,776	\$66,427	\$68,078
11	12	149.5%	\$56,518	\$58,170	\$59,821	\$61,473	\$63,124	\$64,776	\$66,427	\$68,078	\$69,730
12	13	154.0%	\$58,170	\$59,821	\$61,473	\$63,124	\$64,776	\$66,427	\$68,078	\$69,730	\$71,382
13	14	158.5%	\$59,821	\$61,473	\$63,124	\$64,776	\$66,427	\$68,078	\$69,730	\$71,382	\$73,034

2021-22 Certified staff Salary Schedule											
Base Salary	\$ 37,400	BA	BA+9	BA+18	BA+27	MASTERS	MA+9				
Exp Step	% Factor	100%	104.5%	109.0%	113.5%	118.0%	122.5%				
0	1	100%	\$37,400	\$39,083	\$40,766	\$42,449	\$44,132	\$45,815	\$47,498	\$49,181	\$50,864
1	2	104.5%	\$39,083	\$40,766	\$42,449	\$44,132	\$45,815	\$47,498	\$49,181	\$50,864	\$52,547
2	3	109.0%	\$40,766	\$42,449	\$44,132	\$45,815	\$47,498	\$49,181	\$50,864	\$52,547	\$54,230
3	4	113.5%	\$42,449	\$44,132	\$45,815	\$47,498	\$49,181	\$50,864	\$52,547	\$54,230	\$55,913
4	5	118.0%	\$44,132	\$45,815	\$47,498	\$49,181	\$50,864	\$52,547	\$54,230	\$55,913	\$57,596
5	6	122.5%	\$45,815	\$47,498	\$49,181	\$50,864	\$52,547	\$54,230	\$55,913	\$57,596	\$59,279
6	7	127.0%	\$47,498	\$49,181	\$50,864	\$52,547	\$54,230	\$55,913	\$57,596	\$59,279	\$60,962
7	8	131.5%	\$49,181	\$50,864	\$52,547	\$54,230	\$55,913	\$57,596	\$59,279	\$60,962	\$62,645
8	9	136.0%	\$50,864	\$52,547	\$54,230	\$55,913	\$57,596	\$59,279	\$60,962	\$62,645	\$64,328
9	10	140.5%	\$52,547	\$54,230	\$55,913	\$57,596	\$59,279	\$60,962	\$62,645	\$64,328	\$66,011
10	11	145.0%	\$54,230	\$55,913	\$57,596	\$59,279	\$60,962	\$62,645	\$64,328	\$66,011	\$67,694
11	12	149.5%	\$55,913	\$57,596	\$59,279	\$60,962	\$62,645	\$64,328	\$66,011	\$67,694	\$69,377
12	13	154.0%	\$57,596	\$59,279	\$60,962	\$62,645	\$64,328	\$66,011	\$67,694	\$69,377	\$71,060
13	14	158.5%	\$59,279	\$60,962	\$62,645	\$64,328	\$66,011	\$67,694	\$69,377	\$71,060	\$72,743

Appendix B 2020-21 Extra Duty Schedule					Base	\$36,700	
2020-21 Sports Activities & Coaching							
Experience	Total % of Base @ + 1.%/year	AD	2020-21 #	Total % of Base @ + .5%/year	FB VB CC BBB GBB WR TK & Golf	2020-21 #	
0	40.00%	\$ 14,680.00		9.00%	\$3,303.00		
1	41.00%	\$ 15,047.00		9.50%	\$3,486.50		
2	42.00%	\$ 15,414.00		10.00%	\$3,670.00		
3	43.00%	\$ 15,781.00		10.50%	\$3,853.50		
4	44.00%	\$ 16,148.00		11.00%	\$4,037.00		
5	45.00%	\$ 16,515.00		11.50%	\$4,220.50		
6	46.00%	\$ 16,882.00		12.00%	\$4,404.00		
7	47.00%	\$ 17,249.00		12.50%	\$4,587.50		
8	48.00%	\$ 17,616.00		13.00%	\$4,771.00		
New Coaches and all existing coaching staff will begin on the scale with a maximum of three years experience.							
Experience	Total % of Base @ + .25%/year	Assistants coaches	2020-21 #	Total % of Base @ + .1%/year	Jr. High Head FB, VB, WR, BBB, GBB, TK	2020-21 #	
0	6.00%	\$ 2,202.00		3.00%	\$ 1,101.00		
1	6.25%	\$ 2,293.75		3.10%	\$ 1,137.70		
2	6.50%	\$ 2,385.50		3.20%	\$ 1,174.40		
3	6.75%	\$ 2,477.25		3.30%	\$ 1,211.10		
4	7.00%	\$ 2,569.00		3.40%	\$ 1,247.80		
5	7.25%	\$ 2,660.75		3.50%	\$ 1,284.50		
6	7.50%	\$ 2,752.50		3.60%	\$ 1,321.20		
7	7.75%	\$ 2,844.25		3.70%	\$ 1,357.90		
8	8.00%	\$ 2,936.00		3.80%	\$ 1,394.60		
9	8.25%	\$ 3,027.75		3.90%	\$ 1,431.30		
10	8.50%	\$ 3,119.50		4.00%	\$ 1,468.00		
Assingments		% of Base	Total Dollars	% Inc. /Yr Exp.	Max Experience	Max %	Max Dollars
Music Sponsor		8.0%	\$2,992.00	0.1%	10	9.0%	\$ 3,303.00
FBLA Sponsor		8.0%	\$2,936.00	0.1%	10	9.0%	\$ 3,303.00
FFA Sponsor/Advisor		8.0%	\$2,936.00	0.1%	10	9.0%	\$ 3,303.00
Concession Manager		9.0%	\$3,303.00	0.1%	10	10.0%	\$ 3,670.00
Speech		6.0%	\$2,202.00	0.1%	10	7.0%	\$ 2,569.00
Drama Sponsor-One Act		5.0%	\$1,835.00	0.1%	10	6.0%	\$ 2,202.00
Sponsor -All School Play		3.0%	\$1,101.00	0.1%	10	4.0%	\$ 1,468.00
Junior			\$700.00				
Student Council			\$450.00				
Senior			\$400.00				
National Honor Society			\$300.00				
HS Quiz Bowl			\$300.00				
JH Quiz Bowl			\$300.00				
Annual			\$300.00				
Sophomore			\$300.00				
Freshman			\$300.00				
8th			\$300.00				
7th			\$300.00				
6th			\$300.00				
Lunch Duty Stipend /Sem			\$300.00				
DL Teaching /class/Sem			\$250.00				
Friday School \$/Hr. Certified Staff			\$30/Hr				
K-6th After School \$/Hr. Certified			\$30/Hr				

Appendix B 2021-22 Extra Duty Schedule					Base	\$37,400.00
2021-22 Sports Activities & Coaching						
Experience	Total % of Base @ + 1%/year	AD	2021-22 #	Total % of Base @ + .5%/year	FB VB CC BBB GBB WR TK, & Golf	2021-22 #
0	40.00%	\$ 14,960.00		9.00%	\$3,366.00	
1	41.00%	\$ 15,334.00		9.50%	\$3,553.00	
2	42.00%	\$ 15,708.00		10.00%	\$3,740.00	
3	43.00%	\$ 16,082.00		10.50%	\$3,927.00	
4	44.00%	\$ 16,456.00		11.00%	\$4,114.00	
5	45.00%	\$ 16,830.00		11.50%	\$4,301.00	
6	46.00%	\$ 17,204.00		12.00%	\$4,488.00	
7	47.00%	\$ 17,578.00		12.50%	\$4,675.00	
8	48.00%	\$ 17,952.00		13.00%	\$4,862.00	
New Coaches and all existing coaching staff will begin on the scale with a maximum of three years experience.						
Experience	Total % of Base @ + .25%/year	Assistants coaches	2021-22 #	Total % of Base @ + .1%/year	Jr. High Head FB, VB, WR, BBB, GBB, TK	2021-22 #
0	6.00%	\$ 2,244.00		3.00%	\$ 1,122.00	
1	6.25%	\$ 2,337.50		3.10%	\$ 1,159.40	
2	6.50%	\$ 2,431.00		3.20%	\$ 1,196.80	
3	6.75%	\$ 2,524.50		3.30%	\$ 1,234.20	
4	7.00%	\$ 2,618.00		3.40%	\$ 1,271.60	
5	7.25%	\$ 2,711.50		3.50%	\$ 1,309.00	
6	7.50%	\$ 2,805.00		3.60%	\$ 1,346.40	
7	7.75%	\$ 2,898.50		3.70%	\$ 1,383.80	
8	8.00%	\$ 2,992.00		3.80%	\$ 1,421.20	
9	8.25%	\$ 3,085.50		3.90%	\$ 1,458.60	
10	8.50%	\$ 3,179.00		4.00%	\$ 1,496.00	
Assingments	% of Base	Total Dollars	% Inc. /Yr Exp.	Max Experience	Max %	Max Dollars
Music Sponsor	8.0%	\$2,992.00	0.1%	10	9.0%	\$ 3,303.00
FBLA Sponsor	8.0%	\$2,992.00	0.1%	10	9.0%	\$ 3,303.00
FFA Sponsor/Advisor	8.0%	\$2,992.00	0.1%	10	9.0%	\$ 3,303.00
Concession Manager	9.0%	\$3,366.00	0.1%	10	10.0%	\$ 3,740.00
Speech	6.0%	\$2,244.00	0.1%	10	7.0%	\$ 2,618.00
Drama Sponsor-One Act	5.0%	\$1,870.00	0.1%	10	6.0%	\$ 2,244.00
Sponsor -All School Play	3.0%	\$1,122.00	0.1%	10	4.0%	\$ 1,496.00
Junior		\$700.00				
Student Council		\$450.00				
Senior		\$400.00				
National Honor Society		\$300.00				
HS Quiz Bowl		\$300.00				
JH Quiz Bowl		\$300.00				
Annual		\$300.00				
Sophomore		\$300.00				
Freshman		\$300.00				
8th		\$300.00				
7th		\$300.00				
6th		\$300.00				
Lunch Duty Stipend /Sem		\$300.00				
DL Teaching /class/Sem		\$250.00				
Friday School \$/Hr. Certified Staff		\$30/Hr				
K-6th After School \$/Hr. Certified		\$30/Hr				

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