


# **NEGOTIATED AGREEMENT**

**2024-2025 & 2025-2026**

**HAY SPRINGS SCHOOL  
DISTRICT 81-0003**

**AND**

**HAY SPRINGS EDUCATION  
ASSOCIATION**

3-11-24  
ja 

**NEGOTIATED AGREEMENT 2024-25 and 2025-26**  
**BETWEEN**  
**HAY SPRINGS SCHOOL DISTRICT 81-0003**  
**AND**  
**HAY SPRINGS EDUCATION ASSOCIATION**

The Board and the Association recognize that the development of a quality educational program for the children attending the public schools of Hay Springs is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The Board and the Association, when the Association represents the majority of the eligible teaching staff, enter in this Agreement with mutual dedication, recognizing that the experience, creativity, and judgment of all parties are necessary to reach the educational needs of the community.

**NEGOTIATIONS PROCEDURES**

The two parties to this Agreement believe the following basic procedures are necessary for good faith bargaining to occur:

- Each party will name a negotiations team and indicate a spokesperson, such information to be given to the other party prior to the first session.
- Either party may request bargaining be opened by contacting the President or spokesperson of the other party.
- Meeting dates and times will be scheduled by mutual consent of the two parties.
- Facts, opinions, proposals, and counter-proposals will be freely discussed in good faith during the meetings.
- All participants shall treat each other professionally and respectfully during discussions and shall give due consideration to all proposals.
- Final agreements shall be reduced to writing and signed by both parties.

**ARTICLE I – RECOGNITION**

The Board recognizes the Association, when they represent the majority of Hay Springs Teachers, as the exclusive and sole collective bargaining representative for all teachers employed by the District. MAJORITY membership will be determined by those enrolled in NSEA by September 1 of each year. Teacher shall mean all certificated teaching personnel and other professional personnel employed by the district, but excluding administrators.

**ARTICLE II - TEACHER RIGHTS**

A. Nothing contained in this Agreement shall be construed to deny any teacher those rights provided under Nebraska law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

B. The Board will not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this Agreement.

3-11-24  
js  
(DR)

### **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.

The Association shall be limited to conducting association business to non-duty hours, such as prior to the start of the contract day, during duty free lunch, and at the end of the contract day. The Association shall be able to have contact with their representative for association business. The Association's representative shall report his or her presence in the building to the office.

3-11-24



## ARTICLE IV – SALARIES

### **A. Salary Schedule**

The salary of each teacher covered by this Agreement shall be determined by the salary schedules attached as **Appendix A**.

### **B. Initial Placement**

In hiring new teachers, the district retains the right to limit the number of years of experience accepted to a total of 5 years of prior experience. However, teachers will be placed on the schedule according to their degree level and graduate hour completed.

### **C. Horizontal Movement**

Credit for additional hours shall be credited on September 1 and movement on the salary schedule shall take place accordingly. Teachers will be limited in horizontal movement to two (2) degree columns per year. Courses to be used to move across the salary schedule must be a requirement or elective in an educational Master's Degree program or be presented to the Superintendent for approval prior to course enrollment.

### **D. Vertical Movement**

Teachers shall be placed on the proper vertical step in accordance with their experience in the district. Teachers are limited in any one year to a two-step movement. For example, a teacher may move two horizontal columns, or one vertical step and one horizontal column.

### **E. Extra Duty**

Where an agreement has been reached between an individual teacher and the district relating to the performance of extra-curricular duties, the salary shall be in accordance with the provisions of the extra duty/extra-curricular salary schedule attached as **Appendix C**.

## **ARTICLE V- INSURANCE**

### **A. Health Insurance**

The Board shall provide EHS (Educators Health Alliance) Blue Cross/Blue Shield preferred \$1200 Deductible Plan, with \$3,800 Deductible HSA- Eligible (Dual Option Choice) for all FTE teachers and ½ time or more will be prorated. The Board shall pay the full premium for each teacher for whichever of the four BC/BS plans they qualify for with single dental insurance. The plan the teacher qualifies for will be placed on individual teacher contracts along with the effective date of coverage which shall coincide with September 1 or the date of each teacher's initial date of employment.

During the 2024-2025 school year, if the total package (salary, fringe benefits and insurance) increase over 4% or for other budgetary reasons, then the Board will meet with the associations negotiating team to discuss alternatives, such as raising the deductible, eliminating paying full cost of insurance coverage or other such

3-11-24  
J DR

considerations. The decision shall be negotiated between the teacher negotiation team and the Board and determination will be made as soon as possible or prior to the February Board of Education meeting.

Premiums at the 5% discount rate are as attached in **Appendix B**

### **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 10<sup>th</sup> and ending on or about May 25<sup>th</sup> 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.

## **ARTICLE VII - TEACHER ASSIGNMENT**

A. All bargaining unit teachers shall be given written notice of their schedules for the forthcoming year on or before June 1st under two conditions, that all contracts have been returned and all teaching vacancies have been filled. Never-the-less, written notices will be given as soon as possible after these conditions have been completed.

B. Appropriate planning time for preparation of classes shall be provided to all teachers. Each high school teacher shall be provided with one regular class period for planning. Each Pre-School and elementary teacher will be provided 50 minutes of planning time per day. Teachers will remain at school during their planning time. 3-11-24

C. The board agrees that the primary responsibility of the teacher is to teach. The board shall organize the school day and work force to ensure that the teachers' skills are utilized to this end.

D. Teachers are allowed to volunteer for lunch duty for the semester (monitoring of students during the lunch period). As compensation for duties performed monitoring students during the lunch period – see **Appendix C**. Teachers may inform the office personnel if interested in volunteering for lunch duty. If a teacher is assigned lunch duty, the teacher will receive free lunch and may leave the school premises if needed during plan time.

## **ARTICLE VIII – LEAVES**

### **A. Sick Leave**

Sick leave allowance shall be available for all regular certified staff. Teachers shall be credited with 9 days (81 hours) of sick leave in a school year. No more than 40 unused days (360 hours) of sick leave may be carried over to the next school year.

Sick leave shall be for injury or illness, serious illness in the immediate family, or death in the immediate family. Immediate family includes spouse, mother, father, brothers, sisters, children, step-parents, step-children, in-laws, grandparents, and grandchildren.

An employee appointed after the beginning of the school year shall be entitled to sick leave days directly proportional to the number of days of service on the basis of 9 school days (81 hours) of sick leave per school year. Sick leave will be prorated for part-time teachers.

Teachers shall complete written documentation of sick leave upon return to work.

### **B. Personal Leave**

At the beginning of each school year each teacher shall be credited with 3 days (27 hours) of paid personal leave. No more than 2 days (18 hours) unused personal leave may be carried over to the next school year accumulated to a total of 5 days (45 hours). No more than 3 teachers may use personal leave on any one-day on a first approved basis. All personal leave requests will be submitted on Apta five working days in advance of leave request.

Personal leave may not be taken the day before or after a holiday, the first two weeks, or the last two weeks of the school year, the day of parent/teacher conferences, or scheduled in-service days. In case of emergencies, the Superintendent may waive the 5 days' notice or prohibited day requirement.

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 5 days (45 hours).

Leave will be taken in 1 hour increments if class coverage is needed and ½ hour increments if no class coverage is needed. (IE plan period, after school, etc.) In the event that an employee has exhausted their personal days available or if applicable their sick leave bank available, unpaid days MAY be granted by the administration. Docked pay days will be calculated using 1/162 as the formula recognizing that the cost to the district is higher than the calculation would indicate (sub pay, benefits etc). If the pay system is updated, this item MAY be updated at the next negotiations.

### **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.

3-11-24

jk (DP)

#### **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 Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or sexual orientation.

#### **B. Board Policy**

This agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy. The policy manual is available at [www.hshawks.com](http://www.hshawks.com).

3-11-24

### **C. Compliance between Individual Contract and Master Agreement**

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

### **D. Separability Clause**

If any of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **E. Covering Classes for Other Teachers**

Teachers shall not be required to cover a class for another certificated employee. In an emergency situation where no other alternative is available, however, a certificated employee having a planning period 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.

In the event students of a class are sent to various classes for supervision because there is no other alternative available, teachers supervising those students will receive compensation at the rate of \$20 per class period covered.

## **ARTICLE XI - PERSONNEL FILE**

### **A. File**

Any teacher shall have the right, upon request, to review and make copies of the contents of his/her personnel file(s).

### **B. Derogatory Material**

No material derogatory to a teacher's conduct, service, character, performance or personality shall be placed in the teacher's personnel file unless the teacher has had the prior opportunity to review the material. The teacher shall acknowledge that they had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the 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 2024-2025 school year and shall continue in effect 3-11-24 until the end of 2025-2026 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 2024-2025 or 2025-2026 school year respectively.

### 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.

TBD *March 11, 2024*

#### Hay Spring Teachers Association

By *Emma Strotheide*  
Association President

By *Jessie Anderson*  
Association's Chief Negotiator

#### Board of Education

By *[Signature]*  
Board President

By *Phil W Russell*  
Board's Chief Negotiator

By *[Signature]*  
Superintendent