

# HARVEY PUBLIC SCHOOLS

## 2016-17 ~ Professional Negotiations Agreement

The Board of Education of Harvey Public School District #38 and the Harvey Education Association do hereby agree that the education of children is their primary concern and will be promoted by both sides.

### RECOGNITION

The Harvey Public Schools Board of Education, hereinafter referred to as the Board, and the certified non-administrative personnel of the Harvey Public School District, hereinafter referred to as the Association, recognizes that teaching is a profession. The Board serves as the elected representatives of the people of the School District and the employer of the certified personnel. The Association represents the certified non-administrative personnel for the purpose of negotiation.

### SAVING CLAUSE

Should any article, section, or clause of this Contract be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this contract to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the contract if not affected by the deleted article, section, or clause.

### ARTICLE I ~ PROFESSIONAL SALARY

#### One Line Salary Schedule for 2016-17

#### 2016-17 Minimum Annual Salary ~ \$35,200

<u>BS</u>	<u>BS + 8</u>	<u>BS + 16</u>	<u>BS + 24</u>	<u>BS + 32</u>	<u>MA</u>	<u>MA + 16</u>	<u>MA + 32</u>	<u>PHD</u>
	+ \$600	+ \$600	+ \$600	+ \$600	+ \$1,800	+ \$600	+ \$600	+ \$600
\$35,200	\$35,800	\$36,400	\$37,000	\$37,600	\$39,400	\$40,000	\$40,600	\$41,200

Any teacher whose salary falls below the minimum annual salary on that teacher's applicable education lane will have his/her salary adjusted up to the minimum annual salary of that education lane.

No returning teacher shall receive less salary than the amount they would receive as a newly hired teacher with the same number of years teaching experience and on the same educational lane.

Newly hired teachers will be paid \$350.00 per year for each full year of acceptable teaching experience.

Returning teachers for the 2016-17 School year will receive a pay increase of \$1,300, which represents a \$950 increase in base salary and an experience increment increase of \$350.

**ARTICLE II ~ EXTRACURRICULAR & CO-CURRICULAR SALARY**

<b>Activity</b>	<b>Head</b>	<b>1<sup>st</sup> Asst.</b>	<b>2<sup>nd</sup> Asst.</b>	<b>7<sup>th</sup> &amp; 8<sup>th</sup></b>	<b>8<sup>th</sup> Gr.</b>	<b>7<sup>th</sup> Gr.</b>
<b>Football</b>	\$4,400	\$3,125	\$3,125	\$2,975	\$2,450	\$2,450
<b>Volleyball</b>	\$4,400	\$3,125	\$3,125	\$2,975	\$2,450	\$2,450
<b>Basketball (Boys &amp; Girls)</b>	\$4,400	\$3,125	\$3,125	\$2,975	\$2,450	\$2,450
<b>Wrestling</b>	\$4,400	\$3,125	\$3,125	\$2,975	\$2,450	\$2,450
<b>Baseball</b>	\$4,150	\$3,000	\$3,000	\$2,975	\$2,450	\$2,450
<b>Golf</b>	\$4,150	\$3,000	\$3,000	\$2,975	\$2,450	\$2,450
<b>Track</b>	\$4,150	\$3,000	\$3,000	\$2,975	\$2,450	\$2,450
<b>Speech</b>	\$4,150	\$3,000		\$2,450		
<b>FCCLA</b>	\$4,150	\$1,400				
<b>FFA</b>	\$4,150	\$1,400				
<b>Musical (2 Act Min.-Bi-Ann.)</b>	\$3,400	\$2,325				
<b>Tech Facilitator</b>	\$3,125					
<b>FBLA</b>	\$3,125					
<b>Yearbook</b>	\$3,125					
<b>Concessions Director (F &amp; W)</b>	\$3,125					
<b>HS Cheerleading (F &amp; W)</b>	\$3,125					
<b>Music (Vocal / Instr.)</b>	\$2,225	\$1,400				
<b>AdvancED SI Co-Chair (2)</b>	\$2,225					
<b>Junior Class Advisor (2)</b>	\$1,800					
<b>Newspaper</b>	\$1,800					
<b>Student Council</b>	\$1,800				\$ 475	\$ 475
<b>One Act Play</b>	\$1,800					
<b>SADD</b>	\$1,325					
<b>Science Club / Fair</b>	\$1,325					
<b>Academic Challenge (2)</b>	\$1,150					
<b>Weight Room Supervisor</b>	\$1,150					
<b>Destination Imagination</b>	\$ 650					

### ARTICLE III ~ HEALTH INSURANCE

The Harvey Public School District will participate in a group health insurance program for professional employees of the School District.

Professional employees of the School District who qualify for the insurance benefit will have the following options to choose from:

For the contract year 2016-17:

1. A Single Policy will be paid in full up to but no more than \$10,000 (\$6,845 in 2016-17).
2. A Single Plus Dependent Policy will be paid at approximately 83.5% of cost (\$10,075 in 2016-17).
3. A Family Policy will be paid at approximately 56.5% of cost (\$10,075 in 2016-17).

### ARTICLE IV ~ LIFE & LONG TERM DISABILITY

Income protection premium payment will be paid in full by the School District.

The Harvey School Board agrees to pay an amount up to but no more than 25% of the cost of life insurance.

### ARTICLE V ~ TEACHERS RETIREMENT ASSESSMENTS

The Board will pay the full 24.5% of TFFR (*Board Contribution = 12.75% plus Teacher Assessment = 11.75%*) in the 2016-17 school year.

### ARTICLE VI ~ LEAVE FOR TEACHERS

Leave for illness or sickness shall be granted at the rate of ten (10) days per year cumulative to seventy (70) days. Leave used each year shall be deducted from the accumulated total and any unused number of days shall be carried over into the next year until a total of 70 days results. All sick leave taken will be deducted as close to an actual percentage of the teaching day as possible (*1/2 hour = .08 day, 1 hour = .16 day, 1 HS block period = .25 day*).

If leave used exceeds two (2) days of successive absence, the Board may require a statement from a physician. When a diagnosis by a physician indicates the need for medical attention for any illness or health problem, the teacher shall be eligible for the benefit of sick leave privileges.

#### Sick Leave Bank

1. At the beginning of each school year, each returning certified staff member will donate one day of accumulated sick leave to the sick leave bank.
2. The record of the days in the bank and each certified staff member's accumulated sick leave days will be kept on active file by the Business Manager.
3. Withdrawals from the Sick Leave Bank:
  - a) A certified staff member may withdraw the sick leave they have contributed to the bank after their own accumulated sick leave has been used by notification of the School Administration and the President of the Harvey Education Association.
  - b) Additional withdrawals may be taken from the Sick Leave Bank by requesting the needed days and receiving approval by the Executive Committee of the Harvey Education Association and the notification of the Administration, up to 45 days. The Executive Committee shall be composed of the HEA President, the HEA Building Representatives, and the Building Principals. When the request for days involves a Building Principal, the Superintendent replaces the Principal on the Committee.
  - c) Sick leave days drawn from the Sick Leave Bank bear the same burden of proof with the Administration as personal sick days.

## ARTICLE VII ~ EMERGENCY LEAVE

Emergency leave may be allowed with approval of the Superintendent. Such emergency leave shall be deducted from the accumulated sick leave allowance. Medical or dental appointments may be considered as emergency leave.

1. Elective medical or dental procedures and hospitalization for a teacher or member of his household which can be scheduled during non-teaching hours does not qualify for sick leave.
2. Medical and dental appointments which must be made during teaching hours must be scheduled so as to take the least amount of teaching time as possible; i.e., early in the morning or late in the afternoon so that staff members may teach half the day.

## ARTICLE VIII ~ PERSONAL LEAVE

Leave for personal reasons shall be granted at the rate of three days per year. Unused days may be accumulated to a maximum of four. Unused, unaccumulated days will be reimbursed at the rate of \$95.00 per day at the completion of the school year. Additional days may be granted upon the discretion of the Superintendent, with the faculty member paying the cost of the substitute teacher, with the check to be filed with Administration before the personal leave is granted. The first additional day of personal leave granted will be at the current substitute cost as per the Employment, Personnel, and Policy Manual, *Payday Schedules*. Additional days, if granted, will be 1/183 of the certified staff member's instructional salary. The request for personal leave is to be arranged as early as possible or at least three days prior to the day requested. No more than two teachers from each building may be granted personal leave at the same time. Requests for personal leave during the final ten teaching days of school will not be considered. All personal leave taken will be deducted as close to an actual percentage of the teaching day as possible (*1/2 hour = .08 day, 1 hour = .16 day, 1 HS block period = .25 day*).

## ARTICLE IX ~ LEAVE (See Emergency Leave)

Leave may be granted with the approval of the Superintendent for the following:

1. Illness in the teacher's or spouse's immediate family.
2. Illness of close relatives, such as parents, brothers, sisters, and grandparents.
3. Death of an individual within the above categories.

Such leave is to be deducted from the accumulated sick leave total which the instructor has to his/her credit.

## ARTICLE X ~ ASSOCIATION LEAVE

The Harvey Education Association shall be granted six school days without pay to be used as Association leave for the purpose of sending its elected representative(s) to the state legislature. The Board will not grant professional leave to the HEA for this purpose. (*No more than two people are to leave on any one day*)

## ARTICLE XI ~ HIRING OF A SUBSTITUTE

High school and junior high teachers will be paid \$30.00 per class period (*prorated with minimum of 45 minutes*) when they substitute for another teacher. Elementary teachers will be paid \$20.00 per clock hour (*prorated with minimum of 30 minutes*). The scheduling of substitute teachers is to be done as early as possible to help those who do volunteer to better plan their school day. Teachers who do substitute are doing so on a voluntary basis.

## ARTICLE XII ~ REIMBURSEMENT FOR UNUSED SICK LEAVE

\$80.00 per day in excess of the 70 accumulated sick days, with the unused sick leave days accumulated each year will be paid at the completion of that year.

Upon resignation, retirement, or reduction in force of employment, teachers who have been in continuous employment with the Harvey Public School District for a minimum of fifteen (15) years will be paid for up to 35

days of accumulated sick leave at half of the current school year's substitute teacher pay rate. Only staff members ineligible for Early Retirement Policy DKDA will be eligible for sick leave payout. Notification of resignation must be received by May 1<sup>st</sup> of the year in which the employee resigns or retires. Payment will be made during the first July payroll period after the employee resigns, retires, or is RIFed.

### ARTICLE XIII ~ REIMBURSEMENT FOR CONTINUING EDUCATION

The Board will pay \$125 per semester hour for graduate work earned during the summer on a college campus or at another time as requested and approved by the Superintendent. The graduate credit must be earned in the major or minor area of teaching assignment or in another area as requested and approved by the Superintendent. Teachers taking advantage of this benefit must receive program or course approval in writing from the Superintendent. The Board will pay \$250 per semester hour to staff working on an approved and accredited Masters Degree Program. Request for reimbursement will be made upon proof of successful completion of the course and by written request to the Superintendent.

### ARTICLE XIV ~ GRIEVANCE/COMPLAINT COMMITTEE

Each September, the Association will establish a committee of three members at B.M. Hanson and Harvey High School buildings respectively. A grievance shall be defined as a violation of the negotiated agreement; a complaint shall be defined as a dissatisfaction with procedures and conditions of work not included in the negotiated agreement.

Procedure to file a grievance/complaint:

1. A person or persons must file a written, signed, grievance/complaint with the committee in the respective building. The name of the person or persons filing the grievance/complaint shall be kept confidential by the Committee.
2. The Committee will determine the validity of the grievance/complaint. If the grievance/complaint meets the criteria of the committee, the committee will approach the building Principal and try to solve the problem. The grievance/complaint will be presented in writing to the Principal, dated, and signed by members of the committee. The Principal will have ten (10) working days from the date the grievance/complaint is filed to respond to the grievance/complaint.
3. If the committee and building Principal cannot come to a satisfactory solution to the problem the Committee may bring the grievance/complaint to the Superintendent. The grievance/complaint will be presented in writing to the Superintendent, dated and signed by members of the committee. The Superintendent will have six (6) working days from the date the grievance/complaint is filed to respond to the grievance/complaint.
4. If a satisfactory solution cannot be reached with the Superintendent, the Committee may bring the grievance/complaint to the Board. The Business Manager must be notified to place the grievance/complaint on the Board agenda for the next regularly scheduled meeting of the Board. Such notification must be made a minimum of five (5) working days prior to the scheduled date of the Board meeting. Action taken by the Board shall be final.
5. A grievance/complaint must be filed with the building Principal within 30 days or less from the date of the incident causing the grievance/complaint. A grievance/complaint filed after the 30 days have expired are deemed rejected by the building Principal and Superintendent and may not be appealed to the Board of Education.

### ARTICLE XV ~ LEAVE OF ABSENCE

Teachers who have been in continuous employment for a minimum of six (6) years shall be eligible to apply for education or career exploration leave for a period of one school term. Written application must be made no later than March 1<sup>st</sup>.

1. Approval will only be granted if a satisfactory certified replacement can be found by the school administration.
2. No salary or fringe benefits during the time of the educational or career exploration leave shall be paid.

3. No more than two teachers may be granted an educational or career exploration leave during one school term.
4. A teacher is only eligible for an education or career leave during one school term.
5. Upon expiration of the education or career exploration leave, the teacher shall return to the same or similar position held prior to the leave.
6. A returning staff member will be placed at the same vertical level of experience on the salary schedule as of the year the staff member leave was granted.
7. The teacher will notify, in writing, the Superintendent, no later than March 1<sup>st</sup>, of intention to return or not return.
8. A teacher granted a leave under this article is not exempt from consideration for Reduction-in-Force (*RIF*) non-renewals.

**ARTICLE XVI ~ PROFESSIONAL DEVELOPMENT**

Staff members attending District sponsored and/or administratively approved professional development activities beyond the 183-day contract will be paid \$200.00 per in-service day up to a maximum of three days per year. Staff members who actively participate on the professional development committee will be paid a \$125.00 stipend per year.

**ARTICLE XVII ~ LIQUIDATED DAMAGES CLAUSE**

Once a contract is signed, it is assumed that teachers will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by the teacher, prior to the completion of the contract terms, results in damages to the School District which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate to reasonably anticipated damages, the following sum shall be paid by a teacher requesting a release from contract which is approved by the school board.

Release Requested During Period From:

May 15 <sup>th</sup> ~ June 30 <sup>th</sup>	\$ 300
July 1 <sup>st</sup> ~ July 15 <sup>th</sup>	\$ 600
July 16 <sup>th</sup> ~ July 31 <sup>st</sup>	\$1,000
August 1 <sup>st</sup> ~ August 15 <sup>th</sup>	\$1,200
August 15 <sup>th</sup> ~ End of Term	\$1,400

Nothing contained herein shall be construed to mean that the Board must release the teacher upon payment of the above amount. The school board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages.

**ARTICLE XVIII - MANAGEMENT'S RIGHTS CLAUSE**

All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's exclusive direction and control.

**ARTICLE XIX ~ SUPERVISORY DUTY**

Teachers assigned supervisory duty will receive a free lunch.

**ARTICLE XX – TEACHERS DRIVING BETWEEN BUILDINGS**

Teachers who are assigned duties at both buildings and who drive their personal vehicle between buildings will be paid \$3.50 per day for actual days driven.

**SUMMARY**

This agreement shall be effective, July 1, 2016, and shall automatically be renewed and will continue in force for one year unless either party gives notice to the other party not later than 120 days prior to the anniversary date of its desire to reopen certain provisions of this agreement and/or additions to this agreement, and to negotiate over terms of these provisions.

In the event a successor agreement is not agreed upon before the anniversary date of this agreement, all provisions of this agreement shall remain in full force and effect until a mutual agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the anniversary date of this agreement.

For the Harvey Education Association:

For the Board of Education:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Date