

NEGOTIATED AGREEMENT

2019-20

HARRISBURG SCHOOL BOARD

AND

HARRISBURG EDUCATION ASSOCIATION

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Article I - Recognition

1.1 RECOGNITION - Pursuant to the provisions of SDCL 3-18, the School Board of School District #41-2, Harrisburg School District, Harrisburg, South Dakota, hereinafter referred to as the "Board," recognizes the Harrisburg Education Association, hereinafter referred to as the "Association," as the sole exclusive representative for all certified teachers **who have signed teacher contracts. , with the exception of certified teaching assistants and substitute teachers.**

~~In addition, classified, independent, and administrative positions are not recognized by this agreement. Classified positions are listed within the classified negotiated agreement. Independent positions include: guidance counselor, social worker, sign language interpreter, classroom teacher for the blind, behavioral specialist, speech therapist, physical therapist, occupational therapist, psychologist, nurse (RN or LPN), technology (who do not use a teaching certificate in the course of employment), theater, transportation, library coordinator, communications director, and administrative/business office positions. Administrative positions include: superintendent, business/HR manager, principal, curriculum director, special education director, activities director, advanced/EL director, innovative programs director, fine arts director, assistant principal, assistant special education director, and assistant activities director.~~

For the purpose of this agreement, "Full-time" teachers are defined as those who work an average of 30 hours per week during the contract year. "Part-time" teachers are those who work less than 30 hours per week on the average.

Article II - Grievance

1.1 DEFINITIONS

- A. A "grievance" is a complaint by a teacher or a group of teachers based upon an alleged violation, misinterpretation, or inequitable application of any existing agreements, contracts, ordinances, policies, rules, or regulations of the school district, as they apply to a condition of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, ordinance, policy, rule, or requisition is not a "grievance" and is not subject to this section.
- B. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
- C. An "aggrieved person" is the person or persons making the claim.
- D. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" when used in this Article shall mean calendar days except for Saturdays, Sundays, legal holidays, and vacation days. Summer break is not considered vacations days.

2.2 PRINCIPLES

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of teachers.
- B. Nothing contained herein shall be construed as limiting the right of any teacher to discuss the problem informally with the appropriate administrator or with any appropriate representative of the Association at any time.
- C. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- D. Any certificated teacher or group of teachers has the right at any time to present a grievance to such persons or Board through such channels that are designated for that purpose.
- E. Forms for filing a grievance shall be included in the negotiated agreement so as to facilitate the grievance procedure.

2.3 STRUCTURE

The Association shall maintain a grievance committee hereinafter referred to as the "committee", which may be broadly representative of teaching levels and areas and shall be constituted in such a manner as may be determined by the Association.

2.4 TIME LIMITS

- A. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

- B. It is required that a teacher file a grievance within twenty (20) days after the teacher knew or should have known of the alleged violation or the grievance is waived.

2.5 INFORMAL PROCEDURES

If a teacher has a grievance, he/she shall first discuss the matter with his/her principal, administrator, or supervisor to whom he/she is directly responsible in an effort to resolve the problem informally.

2.6 FORMAL PROCEDURES

A. Level One - School Principal

1. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she must submit his claim as a formal written grievance to his/her principal within the time limit specified above.
2. The principal shall within five (5) days render his/her decision and its rationale in writing to the aggrieved person. A duplicate copy will be placed in the aggrieved persons mailbox for the grievance committee.
3. A teacher who is not directly responsible to a building principal may submit his/her formal written grievance claim to the administrator to whom he/she is directly responsible. Said administrator shall carry out the aforementioned responsibility of the principal.

B. Level Two - Superintendent of Schools

1. If the aggrieved person is not satisfied with the disposition of grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance in writing, he/she must file the formal written grievance with the Association's committee within three (3) days after the decision at Level One.
2. Within ten days after receiving the formal written grievance, the committee shall provide an opportunity for the aggrieved person to meet with the committee for the purpose of reviewing the grievance, and the committee shall give to the aggrieved person a written opinion, regarding the merits of the case.
3. Within three (3) days after receiving the committee opinion, the aggrieved person must file a written appeal with the committee for a meeting with the Superintendent of Schools. Within two (2) days of its receipt, the committee, through its chairman, shall submit appeal to the Superintendent.
4. The Superintendent of Schools or his/her representative shall act for the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written appeal the Superintendent shall meet with the aggrieved person and with representatives of the committee for the purpose of resolving the grievance.

The Superintendent shall within three (3) days of the meeting render his/her decision and its rationale in writing to the aggrieved person, with a copy to the committee.

5. Representatives of the Association's committee shall have the right to attend and participate, with aggrieved party's written permission, in the meeting of the Superintendent.

C. Level Three - School Board

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within three (3) days after he/she has first met with the Superintendent he/she must file the grievance again with the Association's Committee within five (5) days after a decision by the Superintendent.
2. After receiving such further appeal, the committee, through its chairman, may refer the grievance to the Board. An effort will be made to schedule a special Board meeting with all members present. If this is not possible, the grievance will be considered at the next regular meeting.
3. After receiving the written appeal, the Board shall:
 - (1) render a decision;
 - (2) appoint a fact finder to review the grievance and its processing to this point and to report to the Board prior to its meeting with the aggrieved person and with representatives of the committee for the purpose of resolving the grievance;
 - or (3) appoint a committee, or third party, to hear the grievance and render a decision. The decision of the Board or designee shall be rendered in writing within five (5) days.

D. Level Four - Appeal

1. If after following the grievance procedure enacted by the governing body, the grievance remains unresolved, it may be appealed within thirty (30) days as provided by state statute.
2. Neither party waives the right to contest the decision of the hearing body on appeal.

2.7 RIGHTS OF PARTICIPATION

- A. No reprisal of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.
- B. All parties in interest may be represented at all levels of the informal and formal grievance procedure by persons of their own choosing.
- C. Any teacher, or group of teachers, shall have the right at any time to present grievances to their employer and to have such grievances decided upon without the intervention of the formal representative as long as the decision is not inconsistent with the terms of any settlement with the formal representative then in effect; provided that the formal representative has been given opportunity to be present at such decision.

2.8 MISCELLANEOUS

- A. Decisions rendered at all levels of the formal grievance procedures shall be in writing setting forth the decisions and its rationale.

- B. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- C. See "Appendix C" for initiating grievance form.
- D. All other forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through him/her and the building principals.
- E. If the grievance affects a group or class of teachers, the Association may submit such grievance on their behalf.
- F. A grievance may be withdrawn at any level without establishing precedent.

Article III - Leaves

3.1 THE FAMILY AND MEDICAL LEAVE ACT (FMLA). Provides qualifying teachers with up to 12 weeks of unpaid, job protected leave per rolling calendar year. It also requires that their group health benefits be maintained during the leave. The Harrisburg School District will abide by this federal law and apply its negotiated leave policies with it when addressing what will be considered paid leave and its length.

3.2 **GENERAL** - Request and approval for paid and unpaid leaves, ~~other than sick leave (3.3)~~ shall be made to the Superintendent or designee. Teachers shall not obtain nor pay their own substitute. Teachers must exhaust all **applicable** available paid leave prior to utilizing leave without pay. **All sections in Article III- Leaves refer to full-time employees. If a type of leave is available to part-time employees, it will be noted within the specific section.**

3.3 **SICK LEAVE**- If a teacher is unable to perform assigned duties due to personal illness, the teacher may take sick leave upon notice to the administrator. Sick leave will be deducted in increments of ¼ day, ½ day, ¾ day, or full day.

A full-time teacher, one who works 30 hours or more on the average during the school term or beyond shall be given ten (10) days sick leave each school year. Any unused sick leave may accumulate to a maximum of eighty-five (85) days.

A part-time teacher one who works on the average between 20-30 hours per week during the school year or beyond shall be given six (6) days each school year. A day, in this situation, will be defined to equal the number of hours the respective teacher works in their normal day. Any unused sick leave may accumulate to a maximum of twenty-five (25) days.

Both full-time and part-time teachers will receive compensation for each unused day of sick leave over the allowed allotted accumulation. Such compensation is at a rate of ~~\$65~~ \$40 per day to be paid out on the last payroll date in June for the previous school year.

The Superintendent may request physician certification, at the teacher's expense, if the need for absence is more than three (consecutive) days. All teacher and School District responsibilities under the FMLA apply while sick leave is utilized.

A teacher shall be required to submit to a health examination, at the District's expense, if it is in the opinion of the School Board that it is necessary to confirm the teacher's capability to perform the essential functions of his/her assigned duties.

3.4 **MATERNITY/PATERNITY/ADOPTION LEAVE** - If a leave of absence is for the birth or adoption of a child, teachers ~~may have the ability to~~ utilize their acquired sick leave for compensation while absent from work.

Birth mothers ~~may~~ utilize up to a maximum of thirty (30) sick leave days for a vaginal delivery or forty (40) sick leave days if a cesarean delivery is required. Use of such days commence the day the baby is born or when the mother is medically required to be off work, by her physician, prior to the birth. Such days must be continuous from the point of commencement and are only allowed for days absent during the contract year. This period of time may not be extended due to vacation days or school cancellations days, however sick leave will not be deducted for such days. **In the event the**

mother depletes all paid sick leave before reaching the allotted sick leave time referenced above, the mother will be deducted \$200 per day following the last day of available leave used until a total of 30 (days) is reached. If additional time is needed beyond the thirty (30) days, the daily deduction will be at the mother's per diem rate.

Fathers ~~may~~ utilize up to a maximum of ten (10) sick leave days for the birth of a child. Use of such days commence the day the baby is born, must be continuous, and are only allowed for days absent during the contract year. This period of time may not be extended due to vacation days or school cancellations days, however sick leave will not be deducted for such days.

Each adoptive parent of a child the age of ~~0-12 0-3~~ months may utilize up to a maximum of **thirty (30) ~~twenty (20)~~** sick leave days. Each adoptive parent of a child age ~~13-60 3-60~~ months may utilize up to a maximum of **twenty (20) ~~ten (10)~~** sick leave days. Use of such **paid** days commence within forty (40) days) of the placement of the child, must be continuous, and are only allowed for days absent during the contract year. This period of time may not be extended due to vacation days or school cancellations days, however sick leave will not be deducted for such days. Use of sick leave, for adoption compensation purposes, is limited to once per contract year.

Following the same guidelines above, part-time teachers who work on the average, 20-30 hours per week, shall receive 1/2 the amount of paid leave as stated above.

All teacher and School District responsibilities under the FMLA apply while this leave is utilized.

3.5 FAMILY ILLNESS – Family member is defined as spouse, child, mother, father, mother-in-law, father- in-law, or any member of the teacher's household. ~~If the family member does not meet the definition as set forth in this area the requested leave may be granted and will be considered leave without pay.~~ Two days per illness shall be allowed each teacher because of illness of a family member. An additional five (5) days may be allowed upon presenting the Superintendent a written request from the family doctor certifying the necessity of the presence of the teacher at the bedside of the family member. **In extenuating circumstances, requests may be made to the School Board for additional days beyond what was granted by the Superintendent.** The maximum number of days allowed in any one school year shall be ten (10). All days utilized shall be deducted from the teacher's sick leave. **Leave may be granted for a family member who is not listed above. If approved, sick leave may not be used and any available personal leave must be exhausted before taking leave without pay.**

Following the same guidelines as above, part-time teachers who work, on the average, 20-30 hours per week, shall receive the following amounts: One (1) day per illness, up to an additional three (3) upon Superintendent or designee approval, and five (5) days maximum per contract year.

All teacher and School District responsibilities under the FMLA apply while this leave is utilized.

3.6 JURY DUTY - Any teacher called to serve on jury duty will be permitted to serve and receive his/her regular salary and in turn forfeit to the school district the compensation paid for serving, less mileage and other allowable expenses.

3.7 LEGAL LEAVE - Any teacher subpoenaed by the court system as a witness shall be released from work to appear in court if arrangements are made in advance with the Superintendent. The days in which testimony is given will not be deducted from the teacher's personal or sick leave, nor will it affect the teacher's eligibility for the attendance bonus. If a teacher must appear in court due to

his/her being a party in the case, then the first day will not be deducted from the teacher's sick leave, nor will it affect the teacher's eligibility for the attendance bonus. Any additional days shall be deducted from personal leave first, followed by sick leave or leave without pay and shall affect the teacher's eligibility for the attendance bonus.

- 3.8 PERSONAL - Each school year, each full-time teacher receives two (2) days of personal leave and each part-time teacher working 20-30 hours per week, on the average, receives one (1) personal day. Requests for such leave shall be in writing to the Superintendent or designee at least three (3) days prior to the day(s) of absence. In the event that sick leave is exhausted, personal leave must be used prior to taking leave without pay. Personal leave will be granted without inquiry except if requested during the last ten (10) days of school. During such days, the request must be submitted in writing, to include reasoning, and will only be granted by administration on a case by case basis.

The Superintendent or designee need not allow more than one (1) teacher personal leave, per building, on any given day.

Full time teachers may roll over up to two (2) whole personal days to the next contract year for a maximum of four (4) personal days to use. A part-time teacher may roll over one (1) whole personal day to the next contract year for a maximum of two (2) personal days to use.

Personal leave will be deducted in increments of $\frac{1}{4}$ day, $\frac{1}{2}$ day, and $\frac{3}{4}$, or a full day.

- 3.9 **PROFESSIONAL LEAVE** – Teachers will be granted **paid professional leave to attend professional meetings. Leave shall be approved or disapproved by their immediate supervisor based on the potential benefits to the teacher’s classroom and students. If a request is not approved for professional leave pay purposes, the teacher can request personal leave. ~~paid leave to attend professional meetings when requested by their immediate supervisor. The leave will require the superintendent or his designee’s approval. Leave shall be approved or disapproved on potential benefits to the teacher’s classroom and students. There will be no deduction from sick leave for approved professional leave. Teachers may be approved unpaid leave to attend professional meetings in which they themselves initiate.~~**

- 3.10 FAMILY BEREAVEMENT – The teacher’s family is to be defined as brother, sister, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, aunt, uncle, grandchildren, grandparents (to include “great” and beyond), spouse’s grandparents (to include “great” and beyond), or any other member of the teacher’s household. Five days of bereavement leave shall be allowed in each case of a death in the teacher’s family. The first two (2) days shall not be taken from the teacher’s sick leave but the remaining three (3) days, if taken, shall be taken from sick leave. All other bereavement leave requests, not addressed in the negotiated agreement, must be approved and will be deducted from personal leave first, followed by sick leave. If all other available paid leave is exhausted, a teacher may request leave without pay.

Following the same guidelines as above, part-time teachers who work, on the average, 20-30 hours per week, shall receive the following amounts: Three (3) days total, the first shall not be taken from sick leave, however the remaining two (2), if used, will be taken from sick leave.

- 3.11 IMMEDIATE FAMILY BEREAVEMENT – The teacher’s immediate family is defined as parent, spouse, or child. In cases of immediate family, the first five (5) days of bereavement leave will not be taken from sick leave. The next five (5) days, if taken, will be taken from sick leave. If additional days are required beyond ten (10), the Superintendent needs to receive a statement from the teacher’s

physician stating the it is not recommended that he/she return to work. The additional days utilized during this period of time will be paid up through the first ten (10) and deducted from sick leave. All other days beyond this will be considered Leave without Pay.

Following the same guidelines as above, part-time teachers who work, on the average, 20-30 hours per week, shall receive the following amounts: Six (6) days total, the first three (3) shall not be taken from sick leave, however the next three (3), if used, will be taken from sick leave.

- 3.12 LEAVE OF ABSENCE - Any teacher may apply for this leave. The teacher must present to the Superintendent and the Board for their approval, a written request for leave with rationale why he or she feels the leave should be granted.

The length of leave may be up to one year. The teacher must notify the Superintendent of intention to return at the end of the leave within 60 days prior to the end of the leave or March 1, whichever is sooner. The teacher will have the opportunity to return to a position in which he/she is certified to teach. Failure to notify the Superintendent to return shall terminate the teacher's employment relationship with the district.

Any variation in notice deadlines shall be changed when and only when there is a mutual written agreement between said teacher and the Board.

- 3.13 SICK LEAVE BANK - The purpose of the Sick Leave Bank (Bank) is to provide additional paid leave for full or part-time teachers who have exhausted their accrued sick leave benefits as the result of a catastrophic illness or injury. The Bank serves as a depository into which participating teachers may voluntarily contribute days for allocation to other participating teachers. The purpose of the Bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when teachers lose compensation as the result of a catastrophic illness or injury.

The Bank is established through the voluntary contribution of one (1) sick leave day each school year. Contributing these days establishes membership in the Bank and eligibility for withdrawal. A contribution form must be completed no later than September 1 each year to qualify for withdrawal within that same school year. Eligibility is discontinued upon termination (voluntary or involuntary) of employment or death. No payment of benefits will be made to terminated teachers or beneficiaries.

Administration of the Bank

1. The bank will be administered by a committee (Committee) agreed upon by HEA and the Superintendent and comprised of the Business/HR Manager, an additional representative from Administration, one School Board Member and two HEA members. Each representative shall name an alternate. *Please note all information regarding sick bank requests will be shared with the sick bank committee, including medical information.
2. The HR Department will be responsible for convening the Committee, coordinating donations, processing requests, and maintaining appropriate related records.
3. Requests for use of the Bank will be reviewed by the Committee. The Committee will prepare a written notification to the requesting teacher approving or denying the application.
4. The Committee may not grant Bank days if the Bank does not have available days.
5. An application shall be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the teacher fails to provide any requested documentation. If denied, an application may be resubmitted.
6. The Bank will be administered in accordance with the Americans with Disabilities Act and Family and Medical Leave Act requirements.

Withdrawals from the Bank

1. A contributing teacher must complete an application for Bank days and submit it to Human Resources no later than five (5) working days after all available sick leave is exhausted.
2. Applications must be accompanied by a statement from a licensed health care provider that includes the beginning date of the condition, a description of the illness or injury, and prognosis for recovery. Required paperwork under FMLA would suffice if also requested.
3. The Committee will render a written decision to the teacher within five (5) working days of the request. In determining catastrophic illness or injury, the following definition will be used: A severe medical condition which requires a teacher's absence from work for a prolonged period of time and which results in a substantial loss of income because of the exhaustion of all earned sick leave. A qualifying illness or injury might include, but is not limited to cancer, major non- elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitation, of extended duration, and require the services of a licensed health care provider.
4. The amount of sick leave granted for each request will be determined by the Committee but cannot exceed a maximum of twenty (20) working days. No teacher may receive more than twenty (20) Bank days in a twelve- month period.
5. Any Bank leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.
6. Bank leave may be used only for personal injury or illness of the teacher, not family members.
7. Use of the Bank leave is considered under the provisions of the FMLA for a serious health condition of oneself and any use is included in the twelve (12) weeks of leave provided under this Act, if applicable.

Appeal Procedure- In the event that a teacher is denied benefits from the Bank, he/she may submit a written appeal to the Superintendent within ten (10) working days of receiving the denial. A written response shall be issued within ten (10) working days from the date of the appeal.

- 3.14 **WORKER'S COMPENSATION** - In the event a teacher is eligible for worker's compensation disability benefits, the teacher shall, at his/her option, receive either sick leave pay or workers' compensation pay. Should the teacher choose to receive sick leave pay, sick leave days shall be deducted during the period of absence.

In the event the teacher chooses to receive worker's compensation, any payments from workers' compensation shall be retained by the teacher. The period of absence shall not be deducted from the teacher's accumulated sick leave days and all benefits shall continue to accrue.

Absences due to being injured on the job will not affect the teacher's attendance bonus.

All teacher and School District responsibilities under the FMLA apply while this leave is utilized.

- 3.15 **MILITARY LEAVE**- Teachers of the School District who qualify as members of an armed forces reserve component, to include the Army and Air National Guard, will be granted military leave of absence from their employment in accordance with the USERRA and the following established policy:
- a) Teachers will be paid the difference in salary if their military pay is less than their average daily pay through the School District.
 - b) Part-Time teachers will be paid proportionately.

Article IV - Teacher Workday

- 4.1 The teacher's normal workday shall consist of eight hours.
- 4.2 Teachers in the Middle/Senior High (grades 6-12) will have a minimum of one preparation period each day for each full day of employment but not to exceed five different subject preparations in any one workday. Elementary teachers will have preparation periods during the time their students are attending music, physical education, library, art, or guidance classes. Special area teachers (art, music, physical education, guidance, library, special education, reading and math specialists) will have preparation time each day at least equal in length consecutively to the minimum amount of preparation time given to elementary teachers, if at all possible, determined by the Superintendent.
- 4.3 In-service meetings shall be scheduled within the teacher's workday. Allowance will be made for curriculum related items.
- 4.4 In January the superintendent or his designee will involve representatives who are approved by the association (maximum of three) in determining the school calendar. The school board will make the final determination of the school calendar.
- 4.5 LUNCH DUTY - Teachers that are assigned, by the administration, to supervise students while they eat lunch in the cafeteria will be entitled to their lunch without charge for that respective day.
- 4.6 OPEN HOUSE - All teachers are to participate in Open Houses and Orientations which are scheduled each year, but not to exceed two per year, outside the contracted days and hours. They may be scheduled prior to the start, but no more than ten (10) business days, of a school term.
- 4.7 TEACHER WORK DAY – All teachers are to attend a teacher work day right after the end of the school year.
- 4.8 REQUIRED IMMUNIZATION – If in the event the South Dakota Department of Health recommends staff be immunized, or show proof of immunization for a particular disease in order for him/her to be in contact with students, staff must produce evidence of immunization or immunity of that disease prior to reporting for work. Staff will not be paid for time off beyond the use of available personal days used during the time they are absent gaining either the immunization, evidence of immunization, or the incubation period required for the particular disease.

Article V - Professional Compensation

- 5.1 PAYMENT OF SALARY - Teacher payroll shall be distributed on the 15th and 30th of each month. If the normal payroll date occurs on Saturday or Sunday, payroll will be distributed on the preceding Friday. All teacher salaries will be paid over a twelve (12) month basis. The first payroll date will be on September 15th, and the last payroll date will be August 30th.

A teacher may deviate from the above-stated number of pay periods per year for retirement purposes only. A teacher may select to receive his/her compensation based on a nine-month plan. The nine-month plan is from September through May. If a teacher desires to use the nine-month pay plan, he/she must inform the Superintendent in writing prior to March 1st of the current school year.

- 5.2 PRIOR SERVICE CREDIT - A maximum of twenty (20) years of experience may be applied on the salary schedule. Years are defined as time worked in a regular certified teaching position at a K-12 state accredited school/district or a state approved program in which the school/district is located.

Each year of prior teaching service or partial year of one semester or 90 days or more shall correspond to a step on the schedule. Credit will not be granted for less than one semester or 90 days service in a school term.

A teacher with no prior teaching service shall be placed on step one of the salary schedule. The Board reserves the right to offer a hire bonus in the event of an emergency situation. The Superintendent will notify the Association president when such a circumstance exists.

- 5.3 EDUCATION CREDIT – Lanes in the Salary Schedule will be determine based on the number of graduate credits earned. All credits must be graduate level; however, undergraduate credit may be acceptable upon advance approval of the Superintendent if and only if it is determined that the course work is in the area the teacher is presently teaching within the Harrisburg District.

Current teachers may request to change lanes on the Salary Schedule by providing transcripts of the number of the graduate credits earned. This must be submitted to the Human Resource office by September 1st if such change is to take place for the current year.

- 5.4 NATIONAL BOARD CERTIFICATION – A teacher who has obtained certification by the National Board for Professional Teaching Standards shall receive a payment of \$1,000.00 from the school district for a five-year period of time after they have obtained their certification.

- 5.5 INSURANCE –

HEALTH -The District will offer health insurance for eligible teachers, those who work 30 hours or more per week, and provide the following amounts towards participation in the Insurance Benefits Options. \$670 for Family, \$595 for Employee + Spouse, \$575 for Employee + Child(ren), and \$520 for Single coverage.

VISION - Teachers eligible for health insurance may elect to participate in the group vision plan available. For those not participating in the group health coverage, the District will contribute up to \$25 per month for vision. For those who do participate in health insurance,

the option to join the group vision plan is available at full cost to the teacher.

DENTAL - Teachers eligible for health insurance may elect to participate in the group dental plans available. For those not participating in the group health coverage, the District will contribute up to \$85.10 per month for dental. For those who do participate in health insurance, the option to join the group dental plan is available. The District will contribute up to \$31.30 for those on the single health plan. Those on an employee + spouse, employee + child(ren), and family health plans are responsible for the entire cost of the dental plan.

Eligible teachers who choose not to participate in health, dental, nor vision, may elect to be paid \$50 per month in lieu of insurance.

For teachers who are not eligible for health insurance, but do work 10 -29 hours per week, the District will contribute up to \$150 per month towards dental and/or vision. If such teachers chose not to participate in either dental or vision, they may elect to be paid \$25 per month in lieu of insurance.

Teacher portions, the total cost minus the District contribution, will be deducted through payroll deduction each paycheck. In the event a teacher does not have a paycheck or enough to pay through payroll deduction, they shall pay the District directly for their portion.

In the event current insurance coverages/variables i.e. deductibles, plan offerings, etc. need to be changed to help control costs, the District, along with representatives from the Association shall meet and discuss such potential changes. Recommendations from this group will be given to the School Board who will make the final determination of the District's insurance plans.

In the event an eligible teacher becomes no longer eligible for health insurance, the option to continue coverage is available under COBRA. Examples of loss of eligibility include, termination (voluntary or involuntary), reduction of hours, layoff, death, or bankruptcy under Title II of U.S. Code. Anyone eligible for insurance who is on FMLA leave will no longer be eligible once FMLA is exhausted due to a reduction of hours. Once a teacher returns to work and meets the eligibility requirements for insurance, insurance under the group plan will be reinstated.

The district will also provide \$20,000 in Life & AD&D coverage to all full-time employees.

- 5.6 SALARY - A salary schedule expresses policy which the Board follows in determining all teacher salaries. The Board reserves the right to refuse to grant a salary increase to any teacher if there is reason(s) stating a teacher is not doing a satisfactory job.

The salary schedule for teachers appears in Appendix A.

- 5.7 ACTIVITY PASSES – Each member of the instructional staff who has signed a contract will be issued one complimentary activity pass. The staff member may earn a second activity pass by working one activity. The staff member will not be paid for working this activity nor he/she pay for the activity pass. The staff member may earn additional passes for their family by working a

second extra-curricular event. (Family is defined as spouse and children under the age of nineteen). Elementary teachers assisting with supervision at the Elementary Concerts will be given credit for working an activity. This will allow them to earn the second activity pass. A person working an activity beyond the one needed to earn the second activity pass will be paid at the authorized rate.

5.8 TRAVEL EXPENSES - Upon submitting a voucher to the Superintendent, and receiving approval, travel expenses for a teacher traveling for the school district will be paid according to a rate set at the July Board meeting each year.

5.9 EXTRACURRICULAR ACTIVITY PAY SCHEDULE - The Extracurricular Activity Pay Schedule for teachers appears in Appendix B.

In the event an extracurricular activity coach/advisor is absent for an extended period of time due to a medical reason, the following formula will be used to calculate pay: If more than 50% of student interaction days of that activity are attended, the full salary according to Appendix B shall be paid. If less than 50% is worked, it will be paid out on a per diem basis. The percentage of time calculated will be at the discretion of the Activities Director and/or Superintendent.

5.10 IN-DISTRICT TRAVEL REIMBURSEMENT – Teachers who are authorized to utilize their own vehicle to travel between the district’s buildings will be compensated as follows:

- Mileage rates are set by the School Board each year and cannot be less than the current state rate.
- Proper paperwork requesting reimbursement must be submitted at the end of each semester
- Maximum reimbursement in any one day will be one round trip total

5.11 EXTRA DUTY PAY –

The Board shall pay \$30.00 per night per worker for the following positions:

- a. Middle School time keeper
- b. Middle School score keeper
- c. Ticket seller
- d. Dance chaperone
- e. Volleyball line judge
- f. **Official for 7, 8, 9, and junior varsity athletic contests
(unless official is registered and assigned by the SD Officials Organization, then official will be paid at the SDHSAA rate.)**
- g. Supervisor

The Board shall pay \$40.00 per night per worker for the following positions:

- h. High School time keeper
- i. High School score keeper
- j. Bus chaperone: will be paid according to the following schedule when a student fan bus is assigned by administration to attend an athletic activity. Each chaperone must complete a form indicating the exact time the bus arrived back at the school parking lot. Fan buses are not to stop at any place other than the destination of the athletic activity except in emergency situations or with advance administration approval.

0-3 hours:	\$20
Greater than 3 hours up to 4 hours	\$25
Greater than 4 hours up to 5 hours	\$30
Greater than 5 hours	\$35

- k. When officiating two or more events in a row on the same day the pay will be \$60.00.
- l. When score-keeping, time-keeping, and line judging two or more events in a row on the same day pay will be \$15.00 for each additional Middle School and \$20 for each High School Event after the first event.
- m. Covering classes: When any High School/Middle School/Elementary teacher utilizes their preparation period to cover another teacher's class they will be compensated \$15.00.
The length of time covered should be no less than 50% of the period in order to be compensated. Each teacher must complete a form indicating the date, period, etc. of the class they covered and submit it to the Superintendent in order to be compensated.
- n. Pay for Saturday School will be \$50.00. If no students show up, then the pay will be \$25.00 for that day unless the teacher could be informed prior to arriving to work that day.
- o. When judging oral interpretation and/or debate contests, pay will be \$10.00 per round. If judging a tournament that is held on a Friday and Saturday, an additional \$20.00 will be paid.

A list of the ticket-selling positions will be made available to the teaching staff at pre-school workshop days each school year. All teachers will be asked to volunteer and to list their names adjacent to respective nights. The Activities Director will inform the staff at pre-school workshop days as the number of times each teacher needs to list his/her name. If volunteers do not complete the list by the end of pre-school workshop days, the Activities Director will assign the teacher's name to an event. Efforts will be made to equalize the number of activities for each teacher. The Activities Director will complete the total list by the conclusion of the first full week of school. It then becomes the responsibility of the assigned teacher to find a replacement if that assigned individual cannot be present for work.

Each teacher will receive payment in December and payment in May for the extra duty work. The December payment will be for extra duty work performed through November. The May payment will be for extra duty work performed from December through the end of the school year.

- 5.12 TAX SHELTERED ANNUITIES - A teacher has the opportunity of entering into an amendment to his existing contract reflecting a reduction of salary for the contract term to purchase a tax-sheltered annuity. Such amendment request shall be at no cost to the Board. The Board has the option to limit the maximum number of companies allowed to be utilized through payroll deduction.

Each teacher that desires payroll deduction for a tax-sheltered annuity must present a written statement from himself/herself and from the organization approved for tax-free status by the

5.13 FLEXIBLE SPENDING ACCOUNTS - Concerning the Section 125 Plan deductions: if at the end of the plan's annual term, there is money left over from participating individual teachers' contributions, the left-over money will be used to offset the administrative expenses associated with this plan.

5.14 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its teachers' dues for continuing membership in the Association, as said teachers individually and voluntarily authorize the deduction of such membership dues.
- B. If the Association changes the dollar amount of its membership dues, the Association will give the Board fifteen (15) days written notice prior to the effective date of such change. The Association agrees to advise the Board, through the district's business office, of the amount of dues of each Association member wishing dues deduction or any change therein.
- C. Pursuant to authorization set forth in Section A above, deductions will be made in consecutive installments commencing with the first payroll in September. Deductions will be made in either 20 equal installments or in 24 equal installments. For additional authorizations for dues deduction which are received by the district's business office after September 15 of the current year, deductions will be pro-rated over the remaining deduction period referred to above.

5.14 CONTRACT: PARTIAL PAYMENT - Whenever a teacher is absent from work and such absence is approved by the administration and such reason is not applicable to LEAVES as defined in the Master Negotiated Agreement, the following will be applicable:

For each full day of absence, the teacher's salary will be reduced by the fraction of one divided by the total number of contract working days teachers are to be on the job that respective school year.

5.15 ATTENDANCE BONUS - A teacher will receive a bonus of \$500 if he/she is not absent from work for the entire school year unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the teacher's family or the first five days for teacher's immediate family.

A teacher will receive a bonus of \$250 if he/she is not absent from work for no more than one day for the entire school year unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the teacher's family or the first five days for teacher's immediate family.

A teacher will receive a bonus of \$150 if he/she is not absent from work for no more than two days for the entire school year unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the teacher's family or the first five days for teacher's immediate family.

A part-time teacher will receive a bonus of \$150 if he/she is not absent from work for the entire school year unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the teacher's family or the first five days for teacher's immediate family.

A part-time teacher will receive a bonus of \$100 if he/she is not absent from work for no more than one day the entire school year unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the teacher's family or the first five days for teacher's immediate family.

A part-time teacher will receive a bonus of \$60 if he/she is not absent from work for no more than two days the entire school year unless the absence is due to administrative-approved professional leave, jury duty, workmen compensation, the first two days of absence for bereavement leave due to the death of a member of the teacher's family or the first five days for teacher's immediate family.

The teacher will receive this bonus on the last payroll date in June of the corresponding school year.

Determination of absence for attendance bonus:

A teacher's absence will be determined by the accumulation of hour(s) one is absent from the school work day as determined by the administration.

If a teacher is 30 minutes or less late for work or leaves 30 minutes or less early from work, such amount of time will be at the discrimination of the administration if it counts towards absenteeism.

The absenteeism will be determined as follows:

120 minutes or less:	No absenteeism
121-240 minutes:	One half day of absenteeism
241-480 minutes:	One day of absenteeism

5.16 EARLY RETIREMENT

~~1. Any certified teacher, working half-time or more, of the Harrisburg School District is eligible for~~

~~Voluntary Early Retirement provided that:~~

- ~~a. The teacher is in or beyond the twelfth (12th) year of continuous employment with the Harrisburg School District immediately prior to applying for voluntary early retirement.~~
- ~~b. The teacher shall have attained the age of fifty five (55) and not have exceeded the age of sixty one (61) on or before June 30 in the year in which an application is submitted for early retirement.~~
- ~~c. Upon completion of the 2018-19 Negotiated Agreement, this plan as written will discontinue.~~

~~Any teacher whose application is approved shall receive compensation according to the following schedule:~~

EARLY RETIREMENT SCHEDULE

Age at June 30	Percentage of Salary Payable (Last year of service)	Number of Semi-annual Installments
61	80%	10
60	80%	10
59	80%	10
58	80%	10
57	80%	10
56	80%	10
55	80%	10

~~2. The benefit paid to each teacher shall be in accordance with the teacher's final salary with the Harrisburg School District, excluding extracurricular pay unless the teacher directed an activity for five (5) consecutive years up to and including the year in which early retirement is granted. Then, the last year's extracurricular pay will be factored into the early retirement calculation. The benefit shall be payable in ten (10) equal semi-annual installments. The first installment shall be paid on the first payroll date after July 1st immediately following retirement, with subsequent payments every six months thereafter. The first installment may, at the teacher's option, be delayed until the first payroll date after July 1st, one year after retirement. No interest shall be paid. All payments are subject to all payroll deductions as required by law.~~

~~3. In order to qualify for voluntary early retirement benefits hereunder, the teacher shall notify the Superintendent in writing not later than February 1st of the year in which retirement shall occur that he/she is retiring and desires to take part in the district's early retirement program. The applicant shall be notified of the decision of each application~~

~~within thirty (30) days or not later than March 1st of the year in which retirement shall occur. Early retirement must coincide with the end of the school term.~~

- ~~4. In the event a teacher entitled to a benefit hereunder shall die while all or part of such benefit remains unpaid, such unpaid benefit or part thereof shall be in accordance with subsection two (2) aforementioned, to the beneficiary designated in writing by the teacher on a form prescribed by the Harrisburg School District. (See Appendix D). In the event that no beneficiary exists said unpaid benefit shall be paid to the estate of the deceased.~~
- ~~5. No more than 4% of the Harrisburg School District's budget allocated for teacher salaries can be withdrawn in any one year for early retirement compensation.~~
- ~~6. If application for early retirement reflects that more than 4% of the Harrisburg School District's budget for teacher salaries is needed for that year, each teacher electing early retirement for that year shall have his/her benefit reduced to a prorata share of 4% maximum allocation.~~
- ~~7. Definition of Retirement—"Retirement" as used in this policy shall mean severance of active employment with the Harrisburg School District.~~
- ~~8. Definition of Half-time Teacher—"Half-time teacher" as used in this policy shall mean a certified teacher who has a half-time contract with the Harrisburg School District in which he/she works at least one-half day every day or one full day every other day for the entire 175-day school year.~~

~~5.16-5.17~~ COMPENSATION FOR PROFESSIONAL TRAINING—On non-contract days (anything outside 180 contract days, i.e. Summer and Saturdays) teachers who are involved in professional training that is requested by the district, will be compensated \$150.00 per day and mileage per the rate set by the Board at the annual July meeting if a personal vehicle is used. The Superintendent must approve use of personal vehicle for mileage reimbursement. If the professional training is less than one day, the rate will be prorated.

Article VI - Employment Security

6.1 PROFESSIONAL STAFF EVALUATION POLICY

A. PURPOSE

The purpose of evaluation of professional staff is to improve the quality of the education program by assisting staff to become more effective. Information gained during the teacher evaluation process shall be used to enhance individual identified needs.

B. GOALS

Goals of the system are:

1. The evaluation process will be positive in nature.
2. The evaluation will further pursue educational excellence.
3. The evaluation will identify and support the characteristics and qualities of excellent leaders.
4. The evaluation will formalize a communication between the staff and the administrator.
5. The evaluation will be a tool for self-improvement.
6. The evaluation will pertain to job duties as defined in the teacher's job description.
7. The evaluation will allow a teacher to develop and pursue meaningful goals.

C. FREQUENCY

The following will apply for each teacher that is employed under contract.

- a) Professional staff employed in the district from one to three consecutive years will be evaluated each year using the South Dakota Standards for Teaching (The Danielson Framework).
 - a. There shall be a minimum of two (2) formal classroom observations for each teacher with at least one observation being announced. Informal observations may be done at the discretion of the supervisor and evidence collected may be used in the formal evaluation.
 - b. The parties agree to use the Danielson Framework rubrics for the informal and formal evaluations.
- b) Professional staff employed in the district for four or more years consecutively will be evaluated each year on rotation using one of two evaluation methods.
 - a. Formal Evaluation: The teacher will have a minimum of one (1) formal classroom observation. Informal observations may be done at the discretion of the supervisor and evidence collected may be used in the formal evaluation.
 - i. The parties agree to use the Danielson Framework rubrics for the informal and formal evaluations.
 - b. Professional Growth Plan: The teacher will choose one of the four professional growth plan options. Under this plan, the teacher will develop and submit his/her goal by Sept. 20. Three (3) conferences will be held during the school year with a supervisor. The first conference must be held by October 1 and the final conference held by April 1.
 - i. Instructional Improvement Plan
 - ii. Curriculum
 - iii. Professional Development Presentations
 - iv. Peer Observation
- c) At the discretion of their supervisor, professional staff members can be formally evaluated at any time.

D. PROCEDURE FOR FORMAL EVALUATIONS:

The formal evaluation for all teachers recognized in this agreement, with the exception of ~~certified librarians, district or building instructional coaches and middle school or high school technology integrationists~~, will be performed through the Frontline www.mylearningplan.com website. If an evaluation is recorded, the recording will be uploaded on the Frontline www.mylearningplan.com as an artifact.

The evaluation tool that will be used will align itself with the requirements as set by the State of South Dakota and a committee made of board members, administration and HEA members. Any changes from the Charlotte Danielson tool to another evaluation tool needs to be approved by board members, administration, and the HEA negotiations team. Any changes made to the Danielson tool during the current school year cannot take effect until the following school year. Each announced formal evaluation shall proceed with a pre-conference which occurs prior to the observation. Each formal evaluation will be followed by a conference between the supervisor and teacher. Such conference is to occur within ten (10) teaching days after the conclusion of the last formal evaluation observation. Prior to the conclusion of the conference, the teacher and school administrator shall electronically acknowledge the evaluation form, which merely indicates that the teacher and school administrator are aware of the contents of the formal evaluation. 23

Each teacher shall have the right to upload a demurral statement to the signature page of the evaluation tool.

E. USE OF THE RESULTS OF THE EVALUATIONS AND OBSERVATIONS:

The results of the evaluations and observations are to be used by the school administrator and the teacher to improve the quality of instruction. They will also be used to determine future employment in the school district. A recommendation for employment considerations will be completed and become part of the final evaluation.

Plan of Improvement – A plan of improvement must meet the following criteria:

- Effective Dates
- Performance Goal(s)
 - Goals must include specific concerns/deficiencies to be addressed
 - Goals must be measurable
- Action Steps for Each Performance Goal(s)
 - The specific tasks/duties the teacher must complete with timelines for each step

F. MISCONDUCT INCIDENT REPORT:

This form will be utilized with a teacher when it becomes necessary to inform the individual of an incident or situation which needs to be quickly corrected. This report will become part of the evaluation process and will be placed in the individual's file.

6.2 CO-CURRICULAR PERFORMANCE EVALUATION

A. Purpose: The supervision and evaluation of Activity Advisors and Coaches is a key element in improving the quality of student extra-curricular experiences in the Harrisburg School District. It is a goal of the Harrisburg School District to have students experience high-quality activities and sports as a part of their education.

The evaluation shall be a joint process that includes both the evaluator and the person being evaluated. Head Varsity Coaches and Advisors will evaluate Assistant Advisors/Coaches/Directors that they directly supervise. The middle school coaches will be evaluated by the Assistant Activities Director. The Activities Director or Principal will indicate retention or dismissal on the document. The process will provide a framework for communication between the staff member and evaluator involved in the evaluation process. The evaluator and the staff member will work together with the Activities Director to improve the activity and enhance professional growth.

B. Frequency: Each Activity Advisor/Coach (HS and MS) will have a prescheduled evaluation of one practice/rehearsal and one formal event during and/or at the end of their season or scheduled calendar of event(s).

C. Procedure: The formal evaluation for all Activity Advisors and Coaches, will be performed through the TalentEd Perform Online evaluation process. Any changes from the Perform tool to another evaluation tool needs to be approved by board members, administration, and the HEA negotiations team. Any changes made to the tool during the current school year cannot take effect until the following school year. The evaluator will meet annually with the Activity Advisor/Coach. Discussion will be held on the goals for the activity/sport, practice schedules, specific needs of activity/sport during its season or scheduled calendar of event(s) and complete a formal evaluation and meet with the Activity Advisor/Coach to go over it within one month of the end of the season.

D. Areas Subject to Evaluation:

1. Advisor/Coach demonstrates effective planning, organization and preparation skills
2. Advisor/Coach demonstrates quality performance oriented coaching
3. Advisor/Coach understands and uses Motivation Theory
4. Advisor/Coach understands and uses Practice Theory
5. Advisor/Coach understands and uses Reinforcement effectively
6. Advisor/Coach uses effective interaction, communication and management skills
7. Personal and Professional qualities

E. Use of the Results of the Evaluation: The purpose of the evaluation of Activity Advisors/Coaches shall be for improvement of performance, assessment of performance, assessment of professional growth and determination of further assignment.

F. Misconduct Incident Report: This form will be utilized with an Activity Advisor/Coaches when it becomes necessary to inform the individual of an incident which needs to be corrected. This report will become part of the evaluation process and may be placed in the individual's file.

6.3 PERSONNEL FILE - Each teacher shall have the right, upon request, to review the contents of said teacher's personnel file. The teacher shall have the right to make copies of any item in the file. Confidential recommendations may not be viewed by the teacher. No materials regarding the teacher's conduct, service, character, personality and performance shall be placed in the teacher's personnel file unless the teacher has had the opportunity to read the material. The materials shall be signed and dated by the teacher, which indicates only that the teacher is aware of the contents and does not necessarily denote agreement. The teacher shall have the right to respond to any material placed in his/her personnel file. The personnel files, as referred to in this agreement, are located in the Superintendent's office.

6.4 PROFESSIONAL TRANSFER/INVOLUNTARY REASSIGNMENT – The superintendent or designee will post a list of all existing school vacancies in the business office, on the web site and over e-mail as soon as possible after the opening occurs.

By January 31 of each school year, teachers will be asked to list each of the different jobs or schools that they would want to be considered for if an opening exists for the following school year.

A certified teacher who desires a transfer to the positions available should submit a written request to the superintendent of schools.

Criteria for approval of a certified teacher transfer request will be made upon the best interests of the school district as determined by the superintendent. Overall district seniority will be considered.

In the determination of involuntary transfers and reassignments, the following criteria shall be considered:

- D Volunteers shall be considered for all positions where involuntary transfers might be made.
- D Individual qualifications and experience.

An involuntary transfer or reassignment shall be made only after a meeting between the certified teacher and the principal(s) involved. At this meeting the certified teacher shall be notified of the reason or reasons for the transfer or reassignments.

If, at this meeting, the certified teacher objects to the transfer or reassignment, the certified teacher may

appeal in writing to the superintendent.

The superintendent or the superintendent's designated representative shall meet with the certified teacher to discuss an appeal to an involuntary transfer or reassignment. At the certified teacher's option, a representative of the association may be present at this meeting. Certified teachers being involuntarily transferred or reassigned because of the realignment or redistribution of the school populations shall have preference over teachers seeking voluntary transfers or reassignments in regard to choice among those positions which are vacant. Teachers entitled to preference have the responsibility of notifying their right to exercise such preference at the time they request a transfer to a vacant position.

Excluding those in the current capacity prior to the 2016-17 Negotiated Agreement, no person will supervise a member of his or her immediate family (to include parent, spouse, or child). In the event it is in the best interest of the District and such situation would occur, effort will be made to transfer of one member as soon as practical to a vacancy for which he/she is qualified for without a decrease in pay.

- 6.5 LATE RESIGNATION - In the event a teacher submits a resignation after signing a contract and/or before the contract is fulfilled, the Board may accept the resignation and declare liquidated damages. Once the resignation is submitted to the Superintendent of schools, the resignation may not be withdrawn and will be presented for action by the School Board. The Superintendent may begin immediately, after receipt of resignation, to advertise for a replacement.

The liquidated damages will be in the following amounts:

- A. If the resignation is submitted to the Superintendent in the month of May, the assessment will be \$500.
- B. If the resignation is submitted to the Superintendent in the month of June, the assessment will be \$750.
- C. If the resignation is submitted to the Superintendent in the month of July, the assessment will be \$1,000.
- D. If the resignation is submitted to the Superintendent in the month of August, the assessment will be \$1,500 and the teacher shall remain employed until a replacement is hired. The Board may choose to deny or accept the resignation and declare liquidated damages.
- E. If the resignation is submitted to the Superintendent during the months of September through May for the present school term, the assessment will be \$2,000 and the teacher shall remain employed until a replacement is hired. The Board may choose to deny or accept the resignation and declare liquidated damages.
- F. New teachers who have a signed contract, but fail to fulfill one day of work and break such contract are at the risk of the Board recommending to the State's Department of Education the revocation of the respective teacher's license.

If the resignation is submitted to the Superintendent between July 1 and September 15 inclusive, the appropriate payment must accompany the written resignation.

The Board may choose not to accept the resignation and require the teacher fulfill the contract. If the teacher fails to complete the contract, he/she does it at the risk of the Board recommending to the proper authority with the state's Department of Education that respective teacher's license be revoked.

The School Board may waive the penalty fees due to circumstances involved with an individual

teacher's resignation.

6.6 REDUCTION IN FORCE - Whenever, in the judgment of the Board, it is advisable to reduce staff in the District because of a concern for student needs, financial condition of the District, priority of programs, or program elimination, the following will be used:

- A. In making staff reductions involving teachers, the Board will follow provisions in state statutes.
- B. No teacher in or beyond the fourth consecutive term of employment with the school district will be non-reemployed while qualified and certified for a position held by a person temporarily or not fully certified by the State Department of Education.
- C. When paragraph B does not apply in the district, the Board hereby establishes the following criteria (not necessarily in order of priority), any of which may be used in determining which professional staff will be affected by staff reduction: student needs, financial conditions of the district, priority of programs, program elimination, recommendations of administrative staff, evaluation records, competency, qualifications, certification, longevity, educational background, federal and state affirmative action requirements, as well as other relevant considerations.

6.7 RECALL - For the purpose of this policy, the effective date of a lay-off by reduction-in-force shall be June 30. If during the first fiscal year subsequent to the time a teacher is laid off because of reduction-in-staff a vacancy occurs in a subject area which a laid off teacher is qualified to teach, or may become qualified to teach by August 15, re-employment shall be extended to the teacher in reverse order of lay-off if following conditions are met.

If the laid-off teacher plans to become qualified by August 15, a course outline of the college credit to be earned must be submitted to the Superintendent of schools prior to June 15 or offer of employment is void and section 6.4 is implemented. If respective teacher fails to enroll in classes or complete the course(s) prior to the beginning of the school term, the contract for the ensuing school year is void and appropriate penalty as outlined in section 6.4 must be followed.

When more than one staff member has the same recall date and is qualified for the open position, the Board may consider, among other items, recommendations of administrative staff, qualifications, years of service, and educational background in selecting the person to be hired.

A recalled teacher shall retain previously accumulated sick leave benefits.

Recall privileges cease when a staff member resigns. Recall privileges will also cease if, upon being recalled, the staff member fails to report within 20 calendar days after the mailing of a written notice of recall. Such notice shall be sent by certified mail to the last address furnished to the Superintendent by the staff member, and the 20-day period shall commence to run on the day the notice is mailed. Recall privileges will not apply to teachers under contract with another school district unless that recall is for anticipated position(s) in the ensuing year.

Article VII - Effect of Agreement

- 7.1 COMPLETE UNDERSTANDING - The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.
- 7.2 INDIVIDUAL CONTRACTS- The terms and conditions of this agreement shall be reflected in individual contracts.
- 7.3 SAVING CLAUSE- Should any part of this agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from the agreement. The remaining parts shall be in full force.
- 7.4 TERM OF AGREEMENT – The provisions of this agreement shall be effective the 15th day of August, 2019 to the 15th day of August, 2020.
- 7.5 SALARY INCREASE- See Appendix A (\$1,500 increase)

This agreement is signed this _____.

In witness thereof:

For the Harrisburg Education
Association

For the School Board,
School District #41-2

President Date

Board Chairman Date

Negotiation Chairman Date

Negotiation Chairman Date

APPENDIX A

TEACHER SALARY SCHEDULE 2019-20 HARRISBURG SCHOOL DISTRICT

STEP	BA	BA+15	BA+40/MA	MA+15	MA+30/Spec	Ed.D
Year 1	43,650	44,650	46,650	47,650	48,650	49,650
2 through 5	44,650	45,650	47,650	48,650	49,650	50,650
6 through 10	46,650	47,650	49,650	50,650	51,650	52,650
11 through 15	47,650	48,650	50,650	51,650	52,650	53,650
16 through 20	48,650	50,650	52,650	53,650	54,650	55,650
21 through 25	48,650	52,650	54,650	55,650	56,650	57,650
26 through 30	48,650	55,650	57,650	58,650	59,650	60,650
31 and beyond	48,650	55,650	60,650	61,650	62,650	63,650

The salary schedule is negotiated between the School Board and the Harrisburg Educational Association (HEA).

APPENDIX B
Harrisburg School District #41-2
Extra-Curricular Pay Schedule
Fiscal Year 2019-20

Percentages are calculated on BA (1st Step):

\$ 43,650

		\$43,650	\$44,960	\$46,308	\$47,698	\$49,128	\$50,602
EXTRA DUTY CATEGORY	RATE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Head F-Ball	0.15	\$6,548	\$6,744	\$6,946	\$7,155	\$7,369	\$7,590
Head B-Ball	0.15	\$6,548	\$6,744	\$6,946	\$7,155	\$7,369	\$7,590
Head V-Ball	0.15	\$6,548	\$6,744	\$6,946	\$7,155	\$7,369	\$7,590
Head Wrestling	0.15	\$6,548	\$6,744	\$6,946	\$7,155	\$7,369	\$7,590
Head Track	0.15	\$6,548	\$6,744	\$6,946	\$7,155	\$7,369	\$7,590
Head Sideline Cheer	0.13	\$5,675	\$5,845	\$6,020	\$6,201	\$6,387	\$6,578
Head Golf	0.12	\$5,238	\$5,395	\$5,557	\$5,724	\$5,895	\$6,072
Head Cross Country	0.12	\$5,238	\$5,395	\$5,557	\$5,724	\$5,895	\$6,072
Head Soccer	0.12	\$5,238	\$5,395	\$5,557	\$5,724	\$5,895	\$6,072
Head Tennis	0.12	\$5,238	\$5,395	\$5,557	\$5,724	\$5,895	\$6,072
Head Gymnastics	0.12	\$5,238	\$5,395	\$5,557	\$5,724	\$5,895	\$6,072
Head Competitive Cheer	0.12	\$5,238	\$5,395	\$5,557	\$5,724	\$5,895	\$6,072
Head Competitive Dance	0.12	\$5,238	\$5,395	\$5,557	\$5,724	\$5,895	\$6,072
Asst. F-Ball	0.10	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,060
Asst. B-Ball	0.10	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,060
Asst. V-Ball	0.10	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,060
Asst. Wrestling	0.10	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,060
Asst. Track	0.10	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,060
Asst. Golf	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Asst. Cross Country	0.10	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,060
Asst. Soccer	0.08	\$3,492	\$3,597	\$3,705	\$3,816	\$3,930	\$4,048
Asst. Tennis	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Asst. Gymnastics	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Asst. Competitive Cheer	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Asst. Competitive Dance	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Fitness Rm Director- Sessions 1,2,3 (School)	0.07	\$3,056	\$3,147	\$3,242	\$3,339	\$3,439	\$3,542
Fitness Rm Director- Session 4 (Summer)	0.10	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,060
Concessions	0.14	\$6,111	\$6,294	\$6,483	\$6,678	\$6,878	\$7,084
Asst. Concessions	0.03 0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Choir Director All State Choir Director	0.14	\$6,111	\$6,294	\$6,483	\$6,678	\$6,878	\$7,084
Asst. Choir Director Asst. Music Director	0.09	\$3,929	\$4,046	\$4,168	\$4,293	\$4,422	\$4,554
Show Choir Director	0.12	\$5,238	\$5,395	\$5,557	\$5,724	\$5,895	\$6,072
Asst. Show Choir Director	0.08	\$3,492	\$3,597	\$3,705	\$3,816	\$3,930	\$4,048
Head Marching	0.12	\$5,238	\$5,395	\$5,557	\$5,724	\$5,895	\$6,072
Asst. Marching Band	0.11	\$4,802	\$4,946	\$5,094	\$5,247	\$5,404	\$5,566
Marching Percussion	0.08	\$3,492	\$3,597	\$3,705	\$3,816	\$3,930	\$4,048
Pep/Jazz Band Director	0.10	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,060
Color Guard	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Musical Director	0.09	\$3,929	\$4,046	\$4,168	\$4,293	\$4,422	\$4,554
Asst. Musical Director	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Dramatics Advisor	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
One Act Play	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
HS Variety Show Director	0.03	\$1,310	\$1,349	\$1,389	\$1,431	\$1,474	\$1,518

APPENDIX B CONTINUED

FCCLA	0.13	\$5,675	\$5,845	\$6,020	\$6,201	\$6,387	\$6,578
Asst. FCCLA	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
FFA	0.10	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,060
Asst. FFA	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
DECA Advisor	0.04	\$1,746	\$1,798	\$1,852	\$1,908	\$1,965	\$2,024
Educator's Rising Advisor	0.04	\$1,746	\$1,798	\$1,852	\$1,908	\$1,965	\$2,024
HOSA Advisor	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Debate	0.15	\$6,548	\$6,744	\$6,946	\$7,155	\$7,369	\$7,590
Asst. Debate	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Oral Interp.	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Asst. Oral Interp.	0.04	\$1,746	\$1,798	\$1,852	\$1,908	\$1,965	\$2,024
Improv Advisor	0.03	\$1,310	\$1,349	\$1,389	\$1,431	\$1,474	\$1,518
NHS	0.08	\$3,492	\$3,597	\$3,705	\$3,816	\$3,930	\$4,048
Quiz Bowl	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
Student Council- HS	0.10	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,060
12th Grade Advisor	0.03	\$1,310	\$1,349	\$1,389	\$1,431	\$1,474	\$1,518
11th Grade Advisor	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
MS F-Ball	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
MS B-Ball	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
MS V-Ball	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
MS Wrestling	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
MS Track	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
MS Cross Country	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
MS FCCLA	0.03	\$1,310	\$1,349	\$1,389	\$1,431	\$1,474	\$1,518
MS Show Choir	0.04	\$1,746	\$1,798	\$1,852	\$1,908	\$1,965	\$2,024
MS Chorus Events/per year	0.03	\$1,310	\$1,349	\$1,389	\$1,431	\$1,474	\$1,518
MS Band Events/per year	0.03	\$1,310	\$1,349	\$1,389	\$1,431	\$1,474	\$1,518
MS Drama	0.04	\$1,746	\$1,798	\$1,852	\$1,908	\$1,965	\$2,024
Asst. MS Drama	0.02	\$873	\$899	\$926	\$954	\$983	\$1,012
MS Oral Interp.	0.06	\$2,619	\$2,698	\$2,778	\$2,862	\$2,948	\$3,036
MS Student Council	0.04	\$1,746	\$1,798	\$1,852	\$1,908	\$1,965	\$2,024
Annual - HS	0.11	\$4,802	\$4,946	\$5,094	\$5,247	\$5,404	\$5,566
Annual - MS	0.04	\$1,746	\$1,798	\$1,852	\$1,908	\$1,965	\$2,024
Annual - Elementary	0.02	\$873	\$899	\$926	\$954	\$983	\$1,012
Elementary Music Concert*	0.01	\$437	\$450	\$463	\$477	\$491	\$506
Ag Ed: Summer 2/9		\$9,607					
Asst. Ag Ed: Summer		\$5,000					
Summer Web Page Work		\$300					
Videography		\$3,000					

* Number set by Superintendent

** Pay is per Season

The Superintendent or Superintendent's designated representative is authorized to accept previous applicable experience when placing new hires on this Extra-Curricular Pay Schedule.

APPENDIX C

REQUEST FOR SETTLEMENT OF GRIEVANCE

LEVEL ONE

(To be completed by aggrieved person)

Date of presentation to principal: _____

Name of aggrieved person: _____

Home address: _____

School:

Principal:

NATURE OF GRIEVANCE:

SETTLEMENT REQUESTED:

Signed:

Aggrieved person

REPLY TO LEVEL ONE GRIEVANCE

Date reply sent to aggrieved person: _____

Name of aggrieved person: _____

Home address: _____

School:

Date of presentation of grievance to Principal:

Reply of Principal with rationale:

Signed

Principal

APPENDIX D

HARRISBURG INDEPENDENT SCHOOL #41-2 EARLY RETIREMENT DESIGNATION OF BENEFICIARY

The teacher shall be responsible for filing this designation form with the business manager. The designation may be changed by the teacher at any time, provided a new form is completed and submitted to the business manager by the teacher.

I understand that the payment option cannot at any time be altered.

I also understand that it is my duty to inform the business manager of the Harrisburg School District of any change of address of my beneficiary or me.

PRIMARY BENEFICIARY(IES) (WILL SHARE EQUALLY IF MORE THAN ONE IS LISTED)

Name Relationship

Address City State Zip

Name Relationship

Address City State Zip

Name Relationship

Address City State Zip

CONTINGENT BENEFICIARY(IES) (Benefit will be paid to this beneficiary(ies) if no primary beneficiary survives.)

Name Relationship

Address City State Zip

Name Relationship

Address City State Zip

Subscribed and sworn to before me

This _____ day of _____, _____.

Notary public _____

My commission expires on _____

Date: _____ Teacher's signature _____