

MASTER CONTRACT
HARLAN COMMUNITY SCHOOLS
And
HARLAN EDUCATION ASSOCIATION

FOR
SCHOOL YEAR 2022-2027

Preamble

The Board of Directors of the Harlan Community School District hereinafter referred to as the “Board”, and the Harlan Education Association, hereinafter referred to as the “Association”, recognize that the mutual responsibility of the parties is to provide a quality education for children and youth of the School District.

Whereas, the Board of Education of the Harlan Community School District and the Harlan Education Association agree to negotiation in good faith. The parties have reached certain understandings which are confirmed in this Agreement. It is agreed as follows:

Article I: RECOGNITION

- A. The Board of Education of the Harlan Community School District hereby recognizes the Harlan Education Association, the ISEA and it’s authorized agents as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (No. 324) issued by the PERB on the 17th day of September, 1975, whether under contract, or to be employed by the Board of Education of the Harlan Community School District. Such representation shall cover all personnel assigned to newly created professional positions unless the new positions are deemed by the Board of Education to be administrative or supervisory in scope.
- B. The Harlan Educational Association recognizes the Board of Education of the Harlan Community School District as the duly elected representatives of the people and agrees to negotiate only with the Board of Education through the negotiating agent or agents officially designated by the Board to act on its behalf.

Article II: GRIEVANCE PROCEDURE

DEFINITION OF A GRIEVANCE

A grievance is the infliction of wrong or hardship on a person. In the school setting, the essential ingredients are a policy procedure or contractual provision, and one or more employees who claim that there has been a violation, misinterpretation of the policy, procedure, or contractual provision. In a grievance action the aggrieved (one who has been wronged) claims that he/she was denied something to which he/she was entitled under established school board policies.

“Grievances should be distinguished from complaints”, according to a 1966 statement by the National Educational Association. Any act of an administrator which arouses the ire or objection

of a teacher may be the ground for a complaint. The teacher may disagree with the principal's evaluation of his/her teaching or may resent the way the principal talked to him/her.

A complaint, however, is not a grievance unless there is a claim that an administrator has denied the complainant something to which he/she had a right under the rules of the teacher handbook, policies of the Board of Education, or contractual provisions. In other words, in a grievance action, the aggrieved claims that the guarantee of some right, or benefit provided in a policy, procedure, or contractual provision has not been honored.

GOAL

The goal of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may arise affecting certified personnel.

WHO MAY INITIATE A GRIEVANCE

- A group of educators having the same grievance.
- An aggrieved person under contract with the school system.
- An aggrieved person accompanied by another person.

STRUCTURE OF FORMAL APPEAL

In the event that the matter is not resolved informally, there are three additional steps of formal appeal:

1. Immediate supervisor or his/her appointee.

If the grievance occurs within a building, the aggrieved shall file the grievance with the building administrator or his/her appointee. If the grievance arises from an action of an authority higher than the principal or a school or department head, the aggrieved may present such grievance to the appropriate person.

2. The Superintendent or his/her appointee.
3. Arbitration.

STEP I

Prior to the filing of a written statement, the aggrieved person must ask for and receive time for an informal discussion. This meeting should be an attempt to resolve the grievance in a businesslike manner. (This conference must be held in the office of the Administrator.)

If a grievance is resolved in this step, it is recommended that no record be forwarded to the Superintendent's Office.

STEP II

In the event that the matter is not resolved informally, a grievance should be filed, in writing, as soon as possible, but not to exceed ten (10) contract days, excluding Saturday, Sunday and

school holidays, following the act or condition which is the basis for the grievance. The problem must be submitted as a grievance to the building principal if a teacher is involved.

The administration shall state his/her decision in writing, together with his/her supporting reasons, and shall furnish a copy to the aggrieved within ten (10) days after receiving the grievance in writing.

STEP III

After receiving the decision of his/her administrator, the aggrieved may appeal the decision to the Superintendent or his/her appointee within three (3) contract days.

After the delivery of the appeal, the Superintendent or his/her appointee shall investigate the grievance and shall give all persons who participated in Step II a reasonable opportunity to be heard. Upon request of either the Administrator or the aggrieved, all persons will meet at the same time.

The Superintendent or his/her appointee must give his/her decision, in writing, together with his/her supporting reasons, to the aggrieved and to his/her administrator. This decision must be given within ten (10) contract days after he/she personally receives the grievance, excluding Saturday, Sunday, and school holidays, unless the aggrieved or the Superintendent calls for a hearing in which case there will be an extension of five (5) contract days.

STEP IV

- (a) If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance or to discuss the merits of submitting the grievance to arbitration.
- (b) If the aggrieved person determines that the grievance is meritorious, the aggrieved may submit the grievance to arbitration within five (5) school days.
- (c) Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Superintendent and the aggrieved shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of three arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.
- (d) The arbitrator so selected shall confer with the representatives of the school district and the aggrieved and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and conclusions on the issues were submitted. The arbitration hearing shall be scheduled not later than sixty (60) days following the date on which the request for arbitration was submitted to the superintendent. The arbitrator shall be without power or violation of the terms of this Agreement. The decision of

the arbitrator shall be submitted to the Superintendent and the aggrieved and shall be final and binding on the parties.

- (e) The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the parties.

RIGHTS OF EMPLOYEES TO REPRESENTATION

1. No aggrieved at any stage of the grievance procedure will be required to meet with any administrator without representation from the Association or its appointed designee if desired.
2. No reprisal of any kind shall be taken by the Board, by any member of the Administration, or by the Association or its affiliate organization against any party in interest or any other participant in the grievance procedure by reason of such participation.
3. Released Time. When it is necessary for a teacher and Association representative (who have filed a grievance) to attend a meeting called by an administrator or an arbitrator, said teachers shall be released without loss of compensation for the meeting time.

MISCELLANEOUS

1. Separate Grievance File. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. Meetings and Hearings. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore, referred to in this article. A tape recorder may be used if both parties agree.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be an acceptance of the decision.

Article III: ASSOCIATION RIGHTS

A. USE OF FACILITIES

The Association and its members shall have the right to make use of school buildings and facilities at reasonable hours for meetings and any and all office equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. The Association must get the approval of the building principal prior to the use of building and space desired.

B. COMMUNICATIONS

The Association shall have the right to post notices of activities and matters of Association concern on existing bulletin boards, in each school building in areas designated for employee use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association may use the employee's mailboxes for communications with employees.

C. ACCESS TO MEMBERS

Duly authorized representatives of the Association and the State affiliate organization shall be permitted to transact official Association business on school property at the end of the last class period, providing said meeting does not interfere with any previously scheduled activities.

D. INFORMATION

The Board agrees to furnish, on Association request, all financial information required by PERB rules and regulations.

E. RELEASED TIME

Whenever any representative of the Association or any employee participates during normal school hours in negotiations, grievance proceedings, conferences or meetings called by the Superintendent of Schools, a mediator or arbitrator, he/she shall suffer no loss in pay or other benefits.

F. BOARD POLICIES

The Board agrees to email copies of School Board Agenda when Board materials are emailed. The Board will not make a policy change on a matter clearly defined in the law as a negotiable item until it is discussed with the Association and agreed upon by both parties.

Article IV: MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the School District and the Board of Directors which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

Article V: SALARIES

SCHEDULE (see Schedule)

- A. To qualify for advancement from one horizontal salary classification to another on the basis of training, a certified transcript of credits earned shall be presented to the Administrative offices by September 1 of the school year in which said advance is to become effective. At that time a new contract will be written.

All hours for advancement beyond the B + 12 column must be graduate hours in the field of education or staff must prove curricular relevance to their building administrator or superintendent. The B + 36 remains closed.

All certified staff who have been at the bottom of the salary schedule for one year will receive a stipend of 3% of the base salary. In addition to the 3% stipend, following an employee's completion of 18 years of service to the HCSD, the employee will receive a stipend of 1% per year for each additional year of service up to a maximum of 14% (including the 3% stipend). This 1% stipend shall begin with the 2006-2007 school year, and regardless of the number of an employee's years of service, no employee shall receive more than a 1% stipend during the 2006-2007 school year. These stipends are compensation for years of service to the District and are not considered to be a bonus. These longevity payments will be added to and become a part of the salary schedule effective July 1, 2015.

- B. Official transcript, grade card, or letter from the college registrar carrying the name of the course, the number of semester hours of credit, the date of completion of the course, and bearing the signature of the registrar will be accepted as evidence.
- C. Salary adjustments to salary schedule (see Schedule) shall be effective with the September 2022, 2023, 2024 pay period.
- D. An employee who fails to submit proof of certification to the Superintendent by at least the day prior to the first payday of the school year or by the date the individual's prior certification has expired will not receive any compensation until the required certification is received by the District. This provision on withholding compensation does not affect in any way the right of the District to commence contract termination proceedings under Iowa Code Chapter 279.

CREDIT FOR EXPERIENCE

Teachers new to the district shall be placed on the salary schedule according to their years of experience and education. New teachers starting their first teaching position after graduation may be started on Step 1. The District may place new hires on the salary schedule up to three steps above their current level of experience. Employees shall serve a probationary period as specified in Iowa Code Section 279.19.

Article VI: CONTRACT TERMS

- A. Contract Terms. This contract is for 190 days. The 190 day contract will include: three (3) Teacher Work Days; eleven (8) Staff Development Days and four (4) Teacher Choice Days. (*Teacher Choice days are defined as any day other than a Student Day, Work Day, or Staff Development Day that the teacher wishes to count as a contract day.*) When establishing the school calendar, a ½ work day will be scheduled at the end of the 1st and 3rd quarters and a full work day will be scheduled before the first student day of the year. At the end of each semester there will be a full work day on the calendar, and each teacher must choose one of those two work days to fulfill their contractual obligation.
- B. Extended Contracts. The schedule is based upon a one hundred ninety (190) day contract. Any employee who contracts for professional work not listed on the professional services schedule will be paid 1/190 of the regular base salary for each additional day of work.

Article VII: SICK LEAVE

ACCUMULATIVE BENEFITS

Sick leave is accumulative up to 120 days at the rate of 12 days the first year, 13 days the second year, 14 days the third year, 15 days the fourth year, 16 days the fifth year, and 17 days for succeeding years.

Article VIII: SICK LEAVE BANK

SICK LEAVE BANK

A. CREATION

- Enrollment – prior to September 15th, or within 20 days of hire date, whichever is first.
- Enrollment – joint responsibility between the Board and the HEA
- Management – committee of five (2 HEA members, 2 Board of Education members, Board Secretary) will oversee the Bank.

B. ELIGIBILITY

- Any employee not eligible for long term disability who is a member of the bank and who has depleted their sick leave.

C. CONTRIBUTIONS

- Each participating member will contribute one sick leave day
- When bank is depleted members may contribute one (1) day as needed
- Number of bank days will never exceed the number of participants
- Donated days will not be returned to the donors

D. USE

- Bank may be used in case of life-threatening, terminal illness, or serious injury requiring hospitalization or long term care of employee, spouse or child (after depleting of sick leave)
- Use of bank for parental care is limited to 15 days total
- Serious, long term illness does not include maternity
- Application must be made to the committee for use of bank days
- Sick leave days plus bank days will never exceed 180 days
- Any one individual is not eligible for more than 150 sick leave bank days during any consecutive two year period.

Article IX

TEMPORARY LEAVES OF ABSENCE WITH FULL PAY

ASSOCIATION LEAVE

Up to six (6) days shall be available for representatives of the Association. The cost of teacher substitutes will be school board expenses. Article X

EXTENDED LEAVE OF ABSENCE FOR EDUCATIONAL IMPROVEMENT

A leave of absence, without pay, of up to one (1) year may be granted with Board approval to tenured employees for the purpose of engaging in study or work related to academic responsibilities. While on extended leave the employee's interest in the retirement funds and placement of the salary schedule shall be frozen. While no additional benefits will be provided by the employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the employee shall be placed at the same vertical position on the salary schedule for which he/she was eligible at the time the leave commenced. NOTE: Application for such leave must be applied for prior to July 1, and is subject to the approval of the Board of Education.

Article XI

EMERGENCY BUSINESS LEAVE

Leave for business which cannot be conducted outside school hours (evenings, weekends or vacation) may be granted to teachers by the approval of the Superintendent of Schools. For each day absent, one day may be deducted from accumulated sick leave, or the cost for substitutes may be deducted.

Article XII

JURY DUTY

An employee who is called for Jury Duty shall be allowed to serve in that capacity without loss of pay. Any money paid to the employee above their expenses shall be returned to the school.

Article XIII

PROFESSIONAL LEAVE

Such leave to attend professional meetings or visit another school may be granted by the Superintendent of Schools. Such leave shall be with pay, but must be cleared well in advance.

Article XIV

FAMILY ILLNESS, BEREAVEMENT, AND OTHER FUNERAL LEAVES

A. Immediate Family Defined

Immediate family is defined as spouse, child (step, adopted, foster, legal guardian relationship), mother, father, step-parent, brother, sister, grandchildren, grandparent, mother-in-law and father-in-law, and step relatives of the same degree.

Any other relationship not defined above is considered non-immediate family.

B. Family Illness

In the event of an illness within the immediate family, an employee can be granted up to ten (10) days of absence. Family Illness leave can be taken for illness, injury, or medical treatment. The days taken will be deducted from the employee's sick leave. An absence longer than 48 hours will require a statement from the attending physician as proof of illness. If the employee's sick leave is exhausted, the employee may use personal days or these days will be employee salary dock days.

C. Bereavement

Employees may be allowed up to a maximum of five (5) days per occurrence per year without deduction in pay for death of a parent, spouse or child (step, adopted, foster, legal guardian relationship). Employees may be allowed up to a maximum of three (3) days per occurrence per year without deduction in pay for the death of an immediate family member as defined above, with inclusion of daughter-in-law and son-in-law. The days taken will be deducted from the employee's sick leave. If the employee's sick leave is exhausted, the employee may use personal days or these days will be employee salary dock days.

D. Substitute Pay Deduction for Additional Days of Family Illness and Bereavement

After 5 days of bereavement leave per occurrence per year or after ten days of family illness per year, whichever applies, the cost of a substitute in the amount equal to the daily substitute rate, FICA, and IPERS will be deducted even if no substitute is required. Such leave must require the prior approval of the administration. Superintendent may approve an extension of bereavement leave and family illness leave for immediate family, upon written request, due to extenuating circumstances until sick leave is exhausted. If the employee's sick leave is exhausted, the employee may use personal days or these days will be employee salary dock days.

E. Other Funeral

Up to 1 additional day per year is allowed to use in the event of the death of a friend or relative outside the employee's immediate family, as defined above. The days taken will be deducted from the employee's accumulated sick leave. Employees may accumulate up to 2 days of other funeral leave. If the employee's sick leave is exhausted, the employee may use personal days or these days will be employee salary dock days.

After a maximum of 2 days, when accumulated, per year of other funeral leave, the cost of a substitute in the amount equal to the daily substitute rate, FICA, and IPERS will be deducted even if no substitute is required. Such leave must receive the prior approval of the employee's building principal and superintendent. If the employee's sick leave is exhausted, the employee may use personal days or these days will be employee salary dock days.

F. Tracking

Family Illness, bereavement and other funeral days will be tracked in hours and 1 day is equivalent to the hours each individual employee works in a day.

If the employee's sick leave is exhausted, the employee may use personal days or these days will be employee salary dock days.

Bereavement leave taken out of sick leave shall not disqualify the employee's accumulation of his or her personal day.

Article XV

PERSONAL LEAVE

Each employee shall be eligible for three (3) personal leave days per year, accumulative up to a maximum of five (5) days. Personal leave days taken during the first seven (7) school days or the last fifteen (15) school days of the school year shall be requested a minimum of twenty (20) days in advance. Requests for all other personal leave shall be made to the building administrator at least forty-eight (48) hours in advance. No more than ten percent (10%) of the teachers of each building may take personal leave on any given day, requests up to the 10% limit will be granted based on the chronological order of their receipt.

Any teacher who used no sick leave or dock day during any school year shall be eligible for one additional day of paid personal leave the following year. This additional day of personal leave shall be subject to the same conditions as aforementioned for personal leave. (The sick leave bank donation shall not count as using a sick day). Bereavement leave taken out of sick leave shall not disqualify the employee's accumulation of his or her personal day.

Article XVI

STATE SPONSORED COMPETITION LEAVE

Employees, with children enrolled in the Harlan Community School District participating in Pre-K through 12th grade school sponsored state competitions, shall be allowed two days per year to attend the day of the scheduled event. Employees will be granted 1 day with no deductions during their absence. The second day would be taken with a deduction equal to the daily substitute teacher rate including FICA and IPERS even if no substitute is required.

Article XVII

MATERNITY LEAVE

Six weeks of maternity leave for a mother may be charged to sick leave. The date of this six calendar week time period (42 calendar days) shall begin with the birth of the child. Any time after that period will require a physician's approval.

Article XVIII

SAFETY PROVISIONS

A committee will be appointed to address safety provisions. These provisions will either be a part of the staff handbook or Board policy. This committee will report to the Board with recommendations by March 1, 2023.

Article XIX

DUTY-FREE LUNCH PERIODS

The Board shall provide each teacher in the school system a minimum 25-minute duty-free lunch period.

Article XX

TEACHER WORK DAY

When establishing the school calendar, a ½ work day will be scheduled at the end of the 1st and 3rd quarters and a full work day will be scheduled at the end of each semester.

Article XXI

DURATION PERIOD

This Agreement shall be effective the 1st day of July 2022 and shall continue in force and effect until the 30th day of June 2027.

During the term of this agreement, all articles shall remain under the current contract, except for the following: The parties agree Article V Salaries shall be open to negotiate base wages for the 2023-24 Master Contract and all following contract years.

The first pay period and benefit package will convene on September 1, 2022. Pay for the months of June, July and August of any year is based on work performed under the salary schedule for the previous school year.

Article XXII

INCLEMENT WEATHER - HOURS

In the event of a late start or early dismissal for inclement weather, the teacher's workday hours will reflect the same changes as that of the student's day.

Article XXIII

PROFESSIONAL DEVELOPMENT

One (1) day will be added to the first year contract of each new teacher to the district. The time will be added prior to the start of the school year to allow for professional development activities.

Article XXIV

COLLABORATION TIME

A. Teachers will be required to participate in at least 36 hours annually of teacher driven collaboration time to deliver educational programs and assess student learning, or to engage in peer review pursuant to section 284.8 subsection 1.

B. Designated professional development (as long as practitioner collaboration is a substantial component of this professional development) or professional learning community time shall count toward the required 36 hours.

C. Individual educator preparation time shall not count as collaboration time.

Article XXV

INTENSIVE ASSISTANCE PROCESS LANGUAGE: The HEA and the Board agree to continue conversations during the upcoming school year to come to mutual agreement.

Article XXVI

SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective Presidents, attested by their respective Co-Chief Negotiators, and their signatures placed thereon, all on the 20th day of April, 2022.

Association

Board of Education

By: _____
Its President

By: _____
Its President

By: _____
Its Co-Chief Negotiator

By: _____
Its Chief Negotiator

By: _____
Its Co-Chief Negotiator

2022 - 2023 Base = \$33,787 (1.00)

Step	Nurse	Nurse BA
1		.75 .80
2		.785 .835
3		.82 .87
4		.855 .905
5		.89 .94
6		.925 .975
7		.96 1.01
8		.995 1.045
9		1.00 1.05
10		1.035 1.08