

**HARVARD EDUCATION ASSOCIATION AND HARVARD BOARD OF EDUCATION**  
Negotiated Agreement  
For **2022-23** School Year

PREAMBLE

This agreement is made and entered into this **16<sup>th</sup> day of December, 2021**, by and between the Board of Education and the School District of Harvard in the county of Clay in the State of Nebraska (hereinafter referred to as the “Board” or “District” as the context may require) and the Harvard Education Association (hereinafter referred to as the “Association.”) on behalf of all Certificated Instructional Staff of Harvard Public School.

The Harvard Education Association and the Harvard Board of Education have agreed to the following changes for the **2022-23** school years.

1. The Base Salary shall be \$37,750 for 2022-23. Insurance deductible will remain at \$850 or equivalent level.
2. Compensation for teachers who must come early or stay late for meetings exceeding contract hours will change from \$15.00 to \$20.00 as outlined #5 under Special Compensation.
3. The district will increase pay for unused sick days from \$25/day to \$50/day as outlined in #6 under Special Compensation.
4. Add the Assessment Coordinator to Extra Duty schedule similar to a Head Varsity Coach. Add National Honor Society to Extra Duty Schedule at 1%.
5. Change Drug Free Youth to TeamMates.
6. Change SAT team Chairperson (1 Elem and 1 MS/HS) to 3% of the Base salary per year and the SAT team members (2 or 3 at Elem and 2 or 3 at MS/HS) to 1% of the Base salary per year (add clarifying language for # of people at each level).
7. Clean up language - Acellus replaces Odysseyware, eliminate Golf, add MCPA (Multi-Cultural Parent Association) to FDL, eliminate Webpage Design from Journalism/Yearbook sponsor, eliminate Fair from Science Fair/Olympiad sponsor.

If any of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

This contract shall be effective as of the beginning of the **2022-23** school year and shall continue in effect until the end of the **2022-23** school year. If a new and substitute contract has not been duly entered into prior to the end of the **2022-23** school year, the terms of this contract shall continue in full force and effect until such substitute contract is adopted, which shall then be fully retroactive to the beginning of the **2023-24** school year.

## SALARY AND SALARY SCHEDULE 2022-23

**Base Salary: \$37,750**

### Horizontal movement:

Graduate hours in the teacher's field or courses designed to help all teachers improve their instructional abilities for Harvard Public School will be credited toward horizontal movement on the salary schedule. Graduate hours received from the state-required course in human relations will also count toward horizontal movement. Teachers are limited to three horizontal column advancements per two consecutive school years.

### Vertical movement:

Vertical movement shall align with years of experience where movement is possible except for teachers with one or fewer years of experience as outlined below.

### Employment of Teachers with One or Fewer Years of Experience:

Harvard Public School shall hire teachers with one or fewer years of experience at Step three, and freeze them vertically until their years of experience catch up with their placement.

### Employment of Experienced Teachers:

When Harvard Public School hires experienced teachers, they shall be given full credit for years of experience and educational hours earned.

### Salary Schedule Index:

4 X 4 (See Appendix A and Appendix A1)

The salary schedule for certificated employees hired after the 2013-2014 school year will reflect the elimination of the BA+45 and BA+54 columns as reflected in Appendix A. All employees hired before the 2014-15 school year will still be able to utilize these columns as reflected in Appendix A1.

There shall be a stipend of \$500 paid to each certificated employee to commemorate each multiple 5 year anniversary of employment in the Harvard School District. This stipend shall be paid with the December payroll in the year following the successive 5 year anniversary as long as the employee is still employed by the district. For example, a teacher shall receive \$500 in December of the year following their 5<sup>th</sup> year of teaching service, their 10<sup>th</sup> year of teaching service, etc.

Teachers can pursue a Master's degree in any educational related field from any Nebraska based college or university upon written approval from the Superintendent (this is to provide written evidence that the district was aware of the plan and institution). The courtesy of a presentation to the Board of Education is appreciated. If there is a request for a degree outside of these parameters, it will be brought before the board for approval.

## INSURANCE

The District shall provide for each Certified Contracted Employee the Educators Health Alliance \$850 P.P.O. Health Insurance Plan provided by Blue Cross/Blue Shield of Nebraska. The District shall pay the full premium for this coverage. Each Certified Contracted Employee shall select at the beginning of each school year (by August 1st) from the Employee, Employee with Child(ren), Employee and Spouse, or Employee, Spouse, and Child(ren) tier of insurance. The District shall provide for each Certified Contracted Employee the Nebraska Educators Health Alliance individual PPO 100% A, 75% B with 50% C coverage Dental Plan provided by Blue Cross/Blue Shield of Nebraska. For those Certified Contracted Employees who are married with both the spouses employed by the District, the District shall provide the Employee, Spouse, and/or Child family dental premium. Further, for all other Certified Contracted Employees may elect to obtain Dental Insurance for any of the other three tiers by paying the difference in premium (selected plan minus individual plan) for such plan through payroll deduction. The premiums for health and dental insurance are paid to the insurance company and will not be paid as cash or salary to the employee in place of the health and dental insurance coverage.

## LONG TERM DISABILITY

Long Term Disability Insurance is provided.

Long Term Disability premiums will be made on a post-tax method of paying. The District shall reimburse the employee in the form of salary to cover the premium.

## ADOPTED GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise concerning the interpretations, application, or meaning of the terms and conditions of employment in this school district. An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the district's employees.

### A. Definitions

Grievance: Any claim or claims by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of any District policies covering terms and conditions of employment including but not limited to, the terms of this agreement.

Grievant: Teacher, group of teachers, or the Association making the claim as provided in the paragraph above.

Time Limits: All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year; the time limits shall consist of all week days Monday through Friday. The number of days

indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.

Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant and the grievant's designated representatives. If the grievant chooses to not have a representative assist them, the Association shall have the right to be present as provided in Section B of this procedure. All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure. Hearings before the board shall be closed, at the discretion of the grievant.

#### B. Association Representation

A grievant shall have the right to have Association representatives present to represent the grievant at each level of the grievance procedure. Where a grievant chooses to not have a representative assist them, the Association, at its discretion may have representatives present for any meetings, appeals or other proceedings relating to a grievance which has been formally presented. Nothing herein shall be construed as limiting the right of any teacher to discuss their grievance informally with their immediate supervisor and having the grievance adjusted informally.

The Association shall be notified in writing of the issues and the settlement before any settlement becomes effective. The settlement shall not be inconsistent with the terms of the Negotiated Agreement.

#### C. Reprisals

No reprisals of any kind shall be taken against any employee who utilizes this grievance procedure.

#### D. Withdrawal of a Grievance

An employee may withdraw their grievance at any level of the procedure without fear or reprisal from any party. Where the Association feels that the issues involved should be resolved, the Association may assume the grievance at the point discontinued by the individual and proceed through the remainder of the procedure.

#### E. Advanced Step Filing

The grievance shall be initially filed at the level where the decision resulting in the grievance was made.

## F. The Procedure

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

Step 1. The grievant shall present the grievance in writing to the employee's principal. A hearing shall be held within three (3) working days. Within two (2) days of the hearing, the principal shall provide a written answer to the grievance.

Step 2. If not resolved at Step 1, the grievant may appeal the decision to the Superintendent. The Superintendent shall arrange for a hearing with the grievant within five (5) days of receipt of the appeal. Each party shall have the right to call such witnesses as deemed necessary to develop the facts pertinent to the grievance. The Superintendent will have four (4) days from the date of the hearing to provide the grievant and the Association with a written decision.

Step 3. If the grievance is not resolved at Step 2, the grievant may appeal the grievance in writing to the Board president. Within ten (10) days from the date the appeal is received the Board president shall schedule a hearing on the grievance before the Board of Education. The hearing shall be held not later than thirty (30) days from the receipt of the appeal. Each party shall have the right to call such witnesses, as it deems necessary to develop facts pertinent to the grievance. The Board will have five (5) days from the date of the hearing to notify, in writing, the grievant and the Association of the Board's decision.

Step 4. If the grievant is not satisfied with the disposition of the grievance at Step 3, or if a written decision has not been rendered within the time provided, the grievant within thirty (30) days of the Board's reply may notify the Board, in writing, of the intent to submit the grievance to binding arbitration. The arbitrator shall be chosen by the parties and shall be a person mutually acceptable to the Board and the Association. If the Board of Education and the Association are unable to agree on an arbitrator within ten (10) days after receipt of notice, an arbitrator shall be sought from the American Arbitration Association. The arbitrator shall have no power to alter the terms of any negotiated agreement, but shall be empowered to include in any award such financial reimbursements or remedies judged by the arbitrator proper to resolve the grievance. No evidence or positions shall be submitted to the arbitrator by either party that was not previously disclosed to the other party. The cost of the arbitrator shall be equally borne by the Board and the grievant. All other expenses shall be borne by the party incurring the expense. The decision of the arbitrator shall be binding upon both parties.

## NEGOTIATED LEAVE POLICIES

### PERSONAL LEAVE: TWO (2) DAYS

At the beginning of each school year, each teacher shall be credited with two days of paid personal business leave. Unused personal leave may accumulate to five (5) days total. (See Appendix C for unused personal day compensation.) Notification to the superintendent for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies). Teachers will use their best professional judgment when requesting personal leave.

### PROFESSIONAL LEAVE: ONE (1) DAY

At the beginning of each school year, each teacher shall be credited with one (1) day of paid professional leave. Unused leave shall not accumulate. Notification to the superintendent for professional leave shall be made at least five (5) days before taking such leave. Additional professional leave may be granted at administrative discretion.

- a. Head athletic / activity sponsors and assistants shall be allowed to use professional leave to attend state competition in their areas. One (1) day per individual head / assistant sponsorship assignment will be granted.
- b. One (1) day of professional leave shall be allowed for attendance at NEA/NSEA activities.

### SICK LEAVE:

A teacher is credited with twelve (12) sick leave days when the new school year starts. At no time may any teacher have more than 52 such days.

Sick leave may be used for:

- a. Personal illness
- b. Maternity/Paternity/Adoption—leave shall be taken from sick leave with maximum of thirty-five (35) days.
- c. Emergency/Severe illness in immediate family—ten (10) days per illness from accumulated sick leave at administrator's discretion. Immediate family shall include teacher's spouse, children, grandchildren, teacher's parents, son-in-law, daughter-in-law, parent, parent-in-law, brother, sister, brother-in-law, and sister-in-law. Two (2) days per illness will be allowed for aunt, uncle, nieces, nephews, and grandparents.
- d. A total of five (5) days of accumulated sick leave will be allowed at the birth of healthy grandchild/grandchildren.
- e. Bereavement leave not to exceed five (5) days.

### SICK LEAVE BANK:

On request to the Superintendent all certified staff members will be eligible to receive additional sick leave days that can be donated from other certified staff members. A request may only be made when ALL leave has been exhausted (sick, personal, etc). Donor's accumulated sick leave must not fall below 20 days after the donation. Per request, each donor may only donate 3 days maximum. More than one request per year from the same employee will be brought to the board for approval. A certified staff member who requests days from the sick leave bank and is denied or dissatisfied may appeal to the Board.

APPENDIX B

EXTRA DUTY PAY SCHEDULE 2022-23 \$37,750 (Regular Base Salary / School Year)  
shall be used as the base for this schedule.

Teachers shall be notified in writing of their proposed extra duty assignments at the time contracts are issued. Up to three (3) years experience gained outside the Harvard Public School may be allowed to apply to the extra duty schedule. Percentages mean the pay is based on a percentage of the regular pay base.

	0	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	Experience Level
Head Track (Boys and Girls)	10%	11%	12%	13%	14%	15%	
Head Football	10%	11%	12%	13%	14%	15%	
Head Girl's Basketball	10%	11%	12%	13%	14%	15%	
Head Boy's Basketball	10%	11%	12%	13%	14%	15%	
Head Volleyball	10%	11%	12%	13%	14%	15%	
Head Wrestling	10%	11%	12%	13%	14%	15%	
Head Cross Country	10%	11%	12%	13%	14%	15%	
<del>Golf</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	
Musical Drama Dir.	10%	11%	12%	13%	14%	15%	
Musical Music Dir.	10%	11%	12%	13%	14%	15%	
<b>Assessment Coordinator</b>	<b>10%</b>	<b>11%</b>	<b>12%</b>	<b>13%</b>	<b>14%</b>	<b>15%</b>	
Drama (Head)	6%	7%	8%	9%	10%	11%	
Speech (Per person, Not more than 2)*	3.5%	4%	4.5%	5%	5.5%	6%	
*If one person does the job, he/she shall receive an additional 2%.							

Junior High Coaches:	\$1,200	Wrestling
	\$ 750	Football
	\$ 750	Boys Basketball
	\$ 750	Volleyball
	\$ 750	Girls Basketball
	\$ 750	Track

## APPENDIX B (Continued)

The following extra duty positions are paid a percentage of the base and do not increase with experience.

Varsity Assistant Coach	7.5%
One each in: Volleyball, Boys Basketball, Girls Basketball and Wrestling	
Two in: Football, Track (Varsity Assistant Track Coach if one 9%)	
Junior High Assistant Coach	1%
(Football and three others assigned as needed at Superintendent's discretion.)	
Musical Producer	2%
Drama Assistant	6% (may split into 2 positions of 3% each)
Annual / Journalism/ <del>Webpage Design</del>	15% split between assigned sponsors with their proposed split approved by Supt.
Vocal/Instrumental Music	15%
Vocal/ Instrumental Music Assistant	\$1,500
Student Council Sponsor	3.5%
FBLA Sponsor	3.5%
Electric Car Club Sponsor	5%
<del>TeamMates (DFY)</del>	2%
<del>National Honor Society</del>	1%
Science <del>Fair</del> /Olympiad Sponsor	1%
Math Club Sponsor	3.5%
Spanish Club Sponsor	1%
FDL / <del>MCPA</del> Sponsor	1%
Special Education Coordinator	6%
Math Counts	1%
Honors Night Coordinator	1%
Quiz Bowl (1 each Elem, JH & HS)	1.25% each
Powerlifting Sponsor	\$750



APPENDIX B (Continued)

**The following extra duty positions are paid according to dollar amounts shown.**

Senior Class	\$120.00	(1 Sponsor)
Junior Class Sponsor	\$150.00	(1 Sponsor)
Jr. Class Prom Sponsor	\$285.00	(1 Sponsor)
Sophomore Class	\$ 80.00	(1 Sponsor)
Freshman Class	\$ 80.00	(1 Sponsor)
Eighth Grade	\$ 50.00	(1 Sponsor)
Seventh Grade	\$ 50.00	(1 Sponsor)
Summer Weight Program	\$1,700.00	(To be divided among the coaches involved.)

**The following extra duties are paid to school personnel for home sporting events that occur outside of regular school hours.**

Ticket selling	\$15.00 per person per shift*
Varsity Score Book Keeper (For Volleyball, Basketball, and Wrestling - Official book)	\$15.00 per game or match
Varsity Clock Keeper (For Volleyball, Basketball, Wrestling & Football)	\$15.00 for timekeeper \$10.00 for separate score keeper, if necessary)
Weight Room/Gym Sponsors	\$10.00 per hour after 4:00 p.m.
Football statisticians	\$15.00 per person

\* Pay for these extra duties for conference and/or district tournaments held in Harvard will be distributed from the tournament receipts once they are received. The activities director determines length of shifts.

\* The assignment of extra duties for home sporting events will be offered to school personnel before being offered to non-school personnel. Exceptions will be made for non-school personnel that currently are serving in these capacities, but once they relinquish their duties a replacement will be sought first from school personnel. If no school personnel are interested in a timely manner, the district will proceed to fill the position by any means possible.

