



**AGREEMENT**  
**NORTH EAST SCHOOL DISTRICT**  
**AND**  
**NORTH EAST EDUCATION ASSOCIATION**

**July 1, 2015 - June 30, 2019**

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**AGREEMENT BETWEEN  
NORTH EAST SCHOOL DISTRICT  
AND  
NORTH EAST EDUCATION ASSOCIATION  
FOR  
2015-2019**

**I. Recognition**

- A. The North East Education Association is hereby recognized by the North East School District, as the bargaining agent for the regularly employed full time teachers, guidance counselors, librarians, and nurses under regular contract, who collectively are to be known as the bargaining unit under conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.
- B. Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.
- C. Definitions of Abbreviations or terms used in this contract:
  - 1. Member or Members – Members of the bargaining unit as defined in paragraph A above.
  - 2. NEEA – North East Education Association
  - 3. District – North East School District
  - 4. Board – North East School District Board of School Directors
  - 5. Administration – Those persons employed as members of the District Administrative Staff. At present, this would include the Superintendent, Principals, and Assistant Principals.
  - 6. Superintendent – The regularly elected Superintendent of the North East School District.
  - 7. Day – The regular member employment day as provided in this contract. The exact times for beginning the contractual day may vary by building, but the length of the day is the same regardless of building.
  - 8. School Year – The adopted school calendar which provides for member employment days.
  - 9. Fiscal Year – The period starting July 1, of a typical year and ending June 30 of the following year.

**II. Term of Agreement**

The term of this agreement shall begin on July 1, 2015, and shall continue in full force and effect until June 30, 2019 or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

**III. Modification**

The parties agree that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

**IV. No Lock Out – No Strike Provision**

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this agreement to which the parties have agreed, the employer pledges that it will not conduct, or cause to be conducted, a lock out during the term of this agreement and the bargaining agent pledges that the employees herein defined will not engage in a strike (as that term is defined in Act 195) during the term of this agreement.

**V. Grievance Procedure**

It is in the interest of the general public, and in the interest of the school children that both employer and employees serve, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances which arise out of the interpretation of this agreement shall be resolved in accordance with the grievance procedure as follows:

**A. Definitions**

**1. Grievance**

A "grievance" shall mean a complaint by a member or members of the unit that there has been an alleged violation, misinterpretation, or misapplication of a term or terms of this agreement. The NEEA may process a grievance through all levels even when an aggrieved member does not wish to do so.

**2. Grieving Employee**

A "grieving" employee is a person or persons making the claim.

**3. Days**

The term "days" when used in this procedure shall, except where otherwise indicated, mean member employment days; thus weekend or vacation days are excluded.

B. Procedure

1. Time Limits

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
- b. The time limit specified may be extended by mutual agreement in writing.
- c. Presentation of the grievance shall be within ten (10) days of the time when a member has knowledge of the alleged grievance. Time limits may be reduced at any level by mutual agreement between the grievant and the supervisor, Superintendent or the Board. The time limits set forth herein shall continue through the summer vacation period until the grievance is resolved except the district's response shall be increased to fifteen (15) days for the months of June and July (once the school year is concluded). The term "days" during the summer vacation period shall mean calendar weekdays, excluding weekends and holidays.
- d. Failure of the grieving member to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any further appeal concerning the particular grievance.
- e. Receipt of the grievance and answer thereof at each level shall be recognized by the initialing and dating of both copies of the grievance by the appropriate parties or their representative.

2. Level One – Immediate Supervisor

- a. Any member or members may present his/their grievance to his/their immediate supervisor. Such grievance shall be in writing and must state specifically (1) that the grievance procedure is being invoked; (2) the nature of the grievance; and (3) the specific terms of the contract on which the grievance is based. The grieving employee may appear alone or with a representative of the bargaining agent.
- b. Within five (5) days of the receipt of the grievance, the immediate supervisor shall inform the grieving member of his decision and shall provide same with a brief statement in writing of the reason.

3. Level Two – Superintendent

- a. If the grieving member is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered, he shall file the grievance in writing concurrently with the Superintendent and the bargaining agent within five (5) days after the decision at Level One or ten (10) days after the grievance was presented. If a representative is to appear, this shall be designated in the written appeal or in the initial conference.
- b. Within ten (10) days of receipt of said appeal, except in case of emergency or absence, the Superintendent shall conduct a hearing.
- c. The immediate supervisor of the grieving member who rendered a decision on Level One shall be given notice and the opportunity to be present and participate in the hearing.
- d. Within eight (8) days of the hearing, except in case of emergency or absence, the Superintendent shall inform the grieving member and the bargaining agent of his decision and shall provide the same with a brief statement in writing of the reason for the decisions.

4. Level Three – School Board

- a. If the member is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within eight (8) days after the grievance was delivered to the Superintendent, the grievant shall, within five (5) days after a decision was delivered to the Superintendent, request in writing a hearing by the Board. The Board or a committee of the Board shall conduct a hearing no later than fifteen (15) days after receiving the request, providing the grievance has not been resolved.
- b. Within ten (10) days of the hearing, the Board shall inform the grieving member and bargaining agent of its decision and shall provide same with a written statement of the reason for the decision.

5. Level Four - Arbitration

The Association shall, within twenty (20) days of receipt of notification of the disposition of the grievance or within thirty (30) days of the hearing under Level Three, notify the Board in writing of his desire for binding arbitration of the grievance. The Board and the Association will within ten (10) days of such notification begin selection of an arbitrator. Further provisions for the binding arbitration procedure shall be as stated in Section 903, Act 195.

C. Miscellaneous

1. Assistance

A grieving member may seek and use the assistance of two (2) designated representatives in the presentation and for appeal of any grievance at Level two and above. He/they may also use professional legal counsel in the presentation and for appeal of any grievance. The costs incurred by the grieving member of the unit will be borne by that member of the unit.

2. Unobstructed Use

It shall be the firm policy of the Board to assure to every member the unobstructed use of the grievance procedure without fear of reprisal and without prejudice in any manner to his/their professional or employment status.

D. Discipline

Subject to the following provisions, no employee covered by this Agreement shall be disciplined except for just cause.

1. This Section does not apply to long term substitutes (i.e., those without a professional employee's contract or a temporary professional employee's contract) or to temporary professional employees. Such employees do not have access to the grievance procedure in disciplinary matters.
2. For professional employees, "just cause" shall be deemed to exist in cases involving discharge, if, under the Public School Code and interpretive court and tenure appeal decisions, the employee could have been lawfully dismissed by the District.
3. Should a grievance under this Section involving a dismissal be processed to arbitration, once an arbitrator concludes that the facts are such that a professional employee could have been lawfully dismissed under the Public School Code and related interpretive authorities, he shall have no authority to modify the penalty of discharge or to reinstate the employee.

VI. Separability

If any provision of this agreement or any application of this agreement to any member or members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



**VII. Compliance Between Individual Contract and Master Agreement**

If an individual contract of a member contains any language inconsistent with this agreement, this agreement shall be controlling.

**VIII. Expenses**

A. Copies of this agreement will be furnished to all members plus ten (10) extra copies given to the association president. The cost of preparation being shared equally by the Board and the association for a total of 150 copies.

B. All expenses of the bargaining agent shall be borne by the bargaining agent.

**IX. Association Rights**

A. Bulletin Boards

The bargaining agent shall have in each school building the right to supply, install, and maintain a bulletin board of reasonable size in each faculty room as directed by the principal. Copies of all materials shall be given to or examined by the principal prior to posting.

B. Mail Facilities

The bargaining agent shall have the right to use school mail and electronic mail facilities within the District. A copy of all materials shall first be given to the building principal.

C. Leave

Up to five days (total per year) with pay shall be available for representatives of the Association to attend conferences or conventions of state and national affiliated organizations. The Association shall reimburse the District for the cost of substitutes. The Association President shall designate who may use those days for Association business. Those using the days must give two weeks' advance notice.

**X. Transportation Reimbursement**

A member shall be compensated at the established District rate for use of his/her own automobile on school related activities which are given prior approval by the Superintendent and the Board.

## **XI. Notification of Teaching Schedule**

Each principal shall meet with each member in his/her building and discuss a tentative schedule before the end of each school term. In the event that changes in tentative schedules are made, all members affected will be notified. The members will be consulted before revision, if possible. All members shall receive notice of their tentative schedules for the forthcoming year no later than August 1.

## **XII. Vacancies and Transfers**

- A. Within ten (10) member employment days after a vacancy becomes official in a professional position, extracurricular, or athletic coaching assignment, between the first and last member employment days of the regular school calendar, the administration shall place notice of same in the various building administrative offices and faculty rooms for a period of seven (7) member employment days. This notice shall include a description of the vacancy to be filled and the desirable qualifications. Members shall indicate their interest in a particular vacancy in writing within the aforementioned seven (7) day period by forwarding same to the principal who will transmit it to the Superintendent. The member shall set forth the position or assignment requested and his/her qualifications. The Superintendent shall reply to all of these communications within an additional seven (7) member employment days.
- B. When a vacancy as described in "A" above becomes official outside of the regular school year calendar, the notice as defined in "A" above shall be posted as defined in "A" above and shall be transmitted through the school e-mail addresses. A phone call and/or text notification will be transmitted by the One Call system alerting members that a posting has been sent to the school e-mail address. A copy of any such notice shall be mailed on the same day as the original posting to the President of the Association. Interested members shall apply as indicated in "A" above, and their response in writing or electronically must be received at the school district business office within seven (7) calendar days from the date of mailing of the notice. The Superintendent shall reply to all of these communications within an additional seven (7) calendar days.
- C. If the original posting results in a subsequent vacancy, the posting notification process as defined in "B" above shall be used except that interested members response must be received at the school district business office within three (3) calendar weekdays. This section would apply to all subsequent vacancies as a result of the original posting.
- D. The time limits outlined in this subsection shall be waived in case a vacancy occurs during the month of August in order to provide adequate staffing for the opening of school.
- E. Member applicants with equal or greater qualifications shall receive a position before outside applicants. The senior member shall receive the position if his/her qualifications are equal or greater. Extracurricular and athletic positions are excluded in this paragraph.

- F. The administration will receive and consider requests for transfers at any time. A "Transfer" shall be defined as a change of grade level, subject area, and/or building. The following factors must enter into every transfer whether requested or involuntary:
1. Full knowledge of member involved before the fact.
  2. Reduction of force, decreased enrollment and revision of curriculum.
  3. Certification and capability to handle the new or "transferred" position.
  4. The right to appeal to the Board of School Directors or any committee thereof when the member is dissatisfied with the transfer or planned transfer.

### **XIII. Membership Dues Deduction**

- A. The Board shall deduct from the salary of the member, membership dues of the association and transmit the deductions to the association provided the Board has been presented with an authorization form signed by the individual members authorizing such deductions.
- B. The monies deducted in accordance with Paragraph A of this Article shall be transmitted to the association on a monthly basis.
- C. The association shall indemnify, defend and save the Board harmless against all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken by the Board in reliance upon the payroll deduction authorization forms submitted by the association to the Board.
- D. All payroll deduction authorization forms shall be collected and approved by the association, which shall submit same to the Board. These authorization forms shall remain in effect until the expiration of the present agreement between the North East School Board and the North East Education Association.
- E. Payroll deduction authorization forms shall be printed at the expense of the association in the following form and presented to the Board by the end of the third week of October to qualify for deductions. The Board will be notified before the third week of October of the amount of yearly dues to be deducted while this agreement is in effect.
- F. The monies will be deducted in fifteen (15) equal consecutive installments starting with the first pay of November of each year covered by this agreement.

**PAYROLL DEDUCTION AUTHORIZATION FORM**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

BUILDING \_\_\_\_\_

I, the undersigned, a professional employee of the North East School District, authorize the North East School District to deduct regular membership dues from my salary as certified by the authorized officers of the North East Education Association. This authorization is to remain valid until the expiration of the present agreement between the North East School Board and the North East Education Association or any extension thereof unless a written revocation is given to the North East School Board and the North East Education Association during the fifteen (15) day period prior to the expiration date of the present agreement.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Approved by the North East Education Association.

BY \_\_\_\_\_

**XIV. Fair Share Language**

- A. Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.
- B. The School District and the Association agree to comply with all provisions of said law.
- C. The Association agrees to extend to all nonmembers the opportunity to join the Association.
- D. If any legal action, including but not limited to a grievance, is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case.
- E. The Association agrees in any action so defended, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article.

**XV. Wages, Salary and Other Employee Provisions**

The parties agree that wages, salaries and other employee provisions to be affected by this agreement are accurately reflected in the Appendix made part of this agreement, and that all items set forth in the Appendix shall remain in force for the period of this agreement. In the event that the terms of this agreement shall be extended as provided in Article II of this agreement and in the event that such mutually agreed upon changes result in a condition of such extension, then a revised Appendix shall be executed by the parties and attached to and made part of this agreement.

**XVI. Information**

- A. The Board agrees to furnish the Association president, upon request, five (5) copies of the agenda and the Board minutes and one (1) copy of the Tentative Budget, the Final Budget, Master Group Insurance Contract, and the Annual Financial Report.
- B. The Board will make available to the Association, during regular business hours, all public records and the public documents. During such regular business hours members of the Association, during their non-working hours, shall have the right to inspect and have copies made of such public records. The Association shall reimburse the Board for any such copies of the District's cost per sheet.
- C. One letter per year by the Association president shall serve to assure the timely receipt of the agendas and the Board minutes each month.

**XVII. Inservice Orientation**

All newly employed members will attend an orientation meeting for the purpose of disseminating information. Copies of handbooks, agreements, the teaching schedule where applicable, schedule of paydays, and other appropriate material shall be distributed and explained at this meeting. The Association president shall be invited to attend this meeting and shall be permitted to make a brief presentation.

**XVIII. Use of Buildings**

The Association and its representatives shall be allowed the free use of school buildings at reasonable hours for meetings with the approval of the building principal, and in accordance with the established use of building procedures, upon two (2) days notice. Any changes from these requirements must be approved by the administration.

**XIX. Notice of Salary Form**

- A. The Board shall notify each member prior to August 1, on a suitable form, the member's position with regard to salary notices for the coming year. A duplicate form shall be placed in each member's personnel file. The information contained on this form shall include school year, type of contract, effective date of employment (if new employee), salary schedule (if established), step number, salary (if established) and accumulated sick leave.
- B. Upon appointment of a member by the Board to a supplemental position, the Board will execute a "Professional Employee Supplemental Contract." This contract will include the effective date, the position to which appointed, the term of agreement, and the supplemental salary. This contract will be signed in duplicate by the member and the Board. One copy will be given to the member and the other copy will be placed in the member's personnel file in the District.

**XX. Personnel File**

- A. No material derogatory to a member's conduct, service, character, or personality shall be placed in his/her personnel file unless the member has had an opportunity to review such material. Any copies of correspondence to the member or involving the member shall be filed in the member's personnel file only if originals or copies have been given to the member. The member shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent, or his designee, and attached to the file copy.
- B. The member, at a prearranged time, shall be permitted to examine all material in his file, with the exception of letters of recommendation relative to his employment in this District. The member shall indicate in a written memo, to be placed in his file, that he has examined same.
- C. The member shall have the right to make a copy of the material in his file with the exception of letters of recommendation relative to his employment in this District, using the copying facilities in the school office at the cost of the employee requesting the copy.

**XXI. Complaint Procedure**

Any complaint serious enough to be noted in the member's personnel file regarding a member, made to any member of the administration by any parent, student, or other person, shall be promptly investigated and called to the attention of the member. The member shall be given an opportunity to respond to and/or rebut such complaint. Every effort shall be made by the administration to arrange a meeting or conference between the complainant and the member if requested by either party. The member shall have the right to be represented by the Association and/or counsel at any meetings or conference regarding such complaints.

**XXII. Meetings and Hearings**

Whenever any member is requested to meet with any administrator, the member will attend. Such meetings will be scheduled within the regular work day. When the meeting relates to disciplinary action or potential disciplinary action against the member, unsatisfactory evaluations, or employee assistance plans, the member may request at any time that a maximum of two designated representatives attend. When representatives attend, the meeting may be scheduled outside of the regular work day.

**XXIII. Effective Date**

This agreement is made and entered into this 18<sup>th</sup> day of February, 2016 and by and between the North East School District and the North East Education Association.

NORTH EAST SCHOOL DISTRICT

NORTH EAST EDUCATION ASSOCIATION

By Jane M. Blystone, Ph.D.  
Dr. Jane M. Blystone, President

By Patrick S. Fordyce  
Patrick S. Fordyce, President

# 715010

## APPENDIX

### I. A. Salary Schedule

<b>2015-2016</b>		
STEP	BACH	MAST
1	42,783	43,880
2	43,506	44,604
3	44,247	45,345
4	44,885	45,984
5	45,439	46,537
6	45,964	47,061
7	46,753	47,850
8	48,057	49,155
9	49,510	50,607
10	50,322	51,419
11	51,204	52,303
12	52,082	53,179
13	52,634	53,733
14	53,168	54,265
15	53,731	54,828
16	54,542	55,640
17	55,405	56,502
18	56,314	57,412
19	57,459	58,556
20	58,546	59,646
21	60,000	61,100
22	61,900	63,000
23	63,900	65,000
24	65,900	67,000
25	67,900	69,000
26	69,900	71,000
27	71,900	73,000
28	73,965	75,229

STEP	<b>2016-2017</b>		
CONVERSION	STEP	BACH	MAST
15-16	1	42,800	43,900
1	2	43,800	44,900
2	3	44,800	45,900
3	4	45,800	46,900
4	5	46,800	47,900
5&6	6	47,800	48,900
7	7	48,800	49,900
8	8	49,800	50,900
9	9	50,800	51,900
10	10	51,800	52,900
11	11	52,800	53,900
12	12	53,800	54,900
13&14	13	54,800	55,900
15&16	14	55,800	56,900
17	15	56,800	57,900
18	16	57,800	58,900
19	17	58,800	59,900
20	18	60,000	61,100
21	19	61,900	63,000
22	20	63,900	65,000
23	21	65,900	67,000
24	22	67,900	69,000
25	23	69,900	71,000
26	24	71,900	73,000
27&28	25	73,965	75,229



2017-2018		
STEP	BACH	MAST
1	43,300	44,400
2	44,300	45,400
3	45,300	46,400
4	46,300	47,400
5	47,300	48,400
6	48,300	49,400
7	49,300	50,400
8	50,300	51,400
9	51,300	52,400
10	52,300	53,400
11	53,300	54,400
12	54,300	55,400
13	55,300	56,400
14	56,300	57,400
15	57,300	58,400
16	58,300	59,400
17	59,300	60,400
18	60,500	61,600
19	62,400	63,500
20	64,400	65,500
21	66,400	67,500
22	68,400	69,500
23	70,400	71,500
24	72,400	73,500
25	74,465	75,729

2018-2019		
STEP	BACH	MAST
1	43,800	44,900
2	44,800	45,900
3	45,800	46,900
4	46,800	47,900
5	47,800	48,900
6	48,800	49,900
7	49,800	50,900
8	50,800	51,900
9	51,800	52,900
10	52,800	53,900
11	53,800	54,900
12	54,800	55,900
13	55,800	56,900
14	56,800	57,900
15	57,800	58,900
16	58,800	59,900
17	59,800	60,900
18	61,000	62,100
19	62,900	64,000
20	64,900	66,000
21	66,900	68,000
22	68,900	70,000
23	70,900	72,000
24	72,900	74,000
25	74,965	76,229

- I. B. 1. All members shall be given one (1) year of credit for each year or  $\frac{3}{4}$  or greater fraction thereof employed in the local district except for 2016-2017. The step of a member during the 2015-2016 year will be converted to a new 2016-2017 step per the above conversion schedule.
- 2. Professional employees, to be employed with experience outside of the local district, shall be placed on a step according to the years credited through negotiations between that individual and the Board.
- 3. All members who were on Step 28 of the salary schedule during the 2014-2015 school year and have continued employment with the district in the 2015-2016 school year, shall receive a \$1,000.00 one-time employer contribution which shall be paid by August 31, 2016 to the member's individual 403(b) plan account.

## **II. Days of Employment**

- A. The negotiated annual salary is based upon 186 days of employment. If additional days are scheduled in the calendar, they will be paid on the basis of 1/186 of the annual salary for each day worked. If additional days are contracted with members, compensation will be on the basis of 1/186 of the annual salary for each day worked. In the event the members work less than 186 days or take unpaid or unauthorized leaves of absence, then said members shall have such days deducted from their salary at the rate of 1/186 times said salary for each day.
- B. Included in the 186 days there will be two (2) inservice member work days: one (1) day prior to the first student day and one (1) day at the close of the first semester. Said work days will be strictly for clerical and room preparation.

## **III. Teacher Day**

The length of the school day for all members shall be 7-1/2 hours effective on the day of signing of this agreement. This is the amount of time that exists between the starting time and finishing time as set by the Board and includes one-half hour of duty-free lunch time. Any change from this requirement for individual cases must be approved by administration.

- A. In addition to the time required above, members shall attend such administrative or inservice meetings as may be called by their immediate supervisor. This period of time shall not exceed one (1) hour per month and shall be worked as an immediate extension of the work day. There shall be no more than four (4) meetings per month with a minimum of 15 minutes per meeting. Members shall be notified 24 hours prior to said meetings except in a bona fide emergency situation.
- B. Any member employed by the District for homebound instruction, adult education, summer school, driver training, homework help, or detention duty beyond the contractual day or year, shall be paid at the rate of \$21 per hour.
- C. Any member employed by the District who participates in a workshop outside the contractual day or year and not addressed by Appendix A, Item X-B School Visitations and Educational Conferences, shall be paid at the rate of \$21 per hour for all hours in attendance.

Any member employed by the District who organizes, conducts, or supervises a workshop with prior approval by the Board of School Directors, will be paid at the rate of \$24 per hour. Excluded shall be Department Heads who organize, conduct, or supervise a workshop within their department.

- D. Member participation in Sections B and C will be strictly voluntary.

- E. All workshops offered by the Board shall be advertised by the Superintendent or designee and posted in each school for at least ten (10) days prior to selection of personnel to participate.
- F. Teachers who desire to participate in these workshops shall notify the Superintendent or designee prior to the closing date listed in the advertisement.
- G. The District agrees to provide preparation time to teachers as reflected by past practice. The parties recognize that the exact amount of such time, and its scheduling, is subject to change by the District, but the preparation period will be continuous and, on average over a two-week period, at least equal the time of an academic period per day when school is in session.

Shared Itinerant Teachers: The parties recognize that special circumstances can arise as it relates to shared itinerant teachers. In instances where a teacher has to teach classes in multiple buildings, the teacher will weekly receive the allotted time for preparation based on the length of the preparation period in the building where they teach a majority of their classes. The time allotted, in these instances, may not be continuous but will never be less than 30 minutes at one time on any given day. Teachers in this classification are not to be assigned any other duties excluding home room.

Secondary Scheduling: The parties recognize that the District may in the future discontinue "block scheduling". Although they recognize the District's right to change the student schedule, should the District elect to do so, planning time shall be adjusted such that no fewer than 300 minutes per week is provided on an average over a two-week period.

For as long as the block schedule currently in effect remains, up to 30 minutes of the current 87 minutes of daily plan time may be used for assignment to non-teaching duties. These non-teaching duties will be assigned at the beginning and/or end of the scheduled plan time.

#### **IV. Payment**

- A. All payroll disbursements shall be made by direct deposit. Each member shall receive his/her annual salary in twenty-six (26) equal payments.
- B. Members may elect to choose to take a lump sum distribution of their remaining accrued salary for the summer months by notifying the administration office in writing by April 15. Any of these members could withdraw these requests no later than May 15. This amount shall be payable on the first pay in June.

**V. Increments Beyond Master's Degree or Master's Equivalency**

- A. Additional \$300 increments shall be added beyond the master's degree or master's equivalency for each six graduate semester hours of credit up to a maximum of eight (8) increments. Graduate study must be approved by the Superintendent before it is started if additional salary increments are expected to be established. Generally, graduate study should be directed toward doctoral study, certification, and improvement or enrichment of classroom instruction.
- B. Any member may substitute a maximum of twelve (12) I.U.#5 inservice credits to count toward the maximum of eight (8) increments beyond the master's degree or master's equivalency. In no case shall the District count more than twelve (12) I.U.#5 inservice credits in determining the number of increments a member shall be credited.
- C. Graduate credit received before employment in the District must be evaluated by the Superintendent if these credits are to apply toward additional salary increments. Only graduate credits earned after the master's degree or master's equivalency is granted will be considered for additional salary increments.
- D. The additional salary increment will be effective in September upon assurance by the member that the credits have been earned. This must be confirmed by submission of an official transcript and/or inservice credit letter prior to December 1. These transcripts will become a permanent part of the school record and will not be returned to the member.
- E. Any member wishing to receive money for credits above the master's degree or master's equivalency must file a notice of intent in writing before April 1 of the school year preceding the school year in which the additional salary is expected. No penalty is attached for anyone who does not carry out the intent. Failure to file this notice of intent prior to April 1 will result in the increments under this section being delayed until the following school year.
- F. Each member who has earned a doctorate will receive an additional \$300 increment in addition to the increments described in "A" above.

**VI. Retirement Severance Payment**

- A. North East School District shall pay to members who have been employed in this District for the last ten (10) years, a severance payment of \$50 per year for all the years in the District. Maximum payment will not exceed \$2,000.
- B. In addition to the above provision, each member who retires with twenty (20) or more years of service in this District may convert unused sick days at the following rate:  
  
\$125 per day of unused sick leave to a maximum of \$25,000.

- C. The member, to be eligible for payment under this section, must notify administration that he or she is retiring from the profession, under the options of the Pennsylvania Public School Employees' Retirement System. Members retiring at the conclusion of a school year must submit a letter of retirement no later than March 1<sup>st</sup> during that school year. If the member does not submit a letter of retirement by March 1<sup>st</sup>, then retirement severance payments will be delayed until July of the following year.
- D. Amounts due shall be paid as follows:
  - 1. Lump sum payment, if the total amount due is less than \$5,000.
  - 2. Payment to a qualified HRA, if the total amount due is \$5,000 or more.
  - 3. Lump sum payments may be set aside, in whole or in part, for monthly hospitalization payments if the retiree remains enrolled in the District's health insurance program.

The option selected will become effective immediately after the last day of service. Lump sum payments will be made with a separate check.

Should a member die while employed in this District and be qualified by having his/her last eight (8) years of service in this District, the severance payment will be a separate check with the member's final check.

## **VII. Tuition Refund**

- A. Incentive pay for additional college training or inservice credit approved by the Intermediate Unit #5 Inservice Council and/or the Department of Education for a member's professional improvement or certification will be paid at the actual cost up to \$75 per semester hour, up to 15 credits per year.
- B. Additional college training will be paid at the actual tuition cost up to the current cost per semester hour at Edinboro University of Pennsylvania, up to 15 credits per year if prescribed and directed by the principal and in consultation with the Superintendent and teacher.
- C. Additional college training will be paid at the actual tuition cost up to the current cost per semester hour at Edinboro University of Pennsylvania, up to 21 credits per year if part of an approved master's degree program at any accredited college or university.

- D. Any member wishing to receive payments for credits must file a letter of intent in writing indicating an estimated number of credits to be secured. This must be submitted before April 1 of the school year preceding the school year in which payment is to be made. No penalty is attached for anyone who does not carry out his intent. This applies whether the actual amount is greater or less than the estimated amount in the letter of intent.
- E. Payment for credit earned by any member will be paid to that member on the basis of the member's official transcript or inservice credit letter. Upon receipt of the transcript or inservice credit letter, payment will be made within 60 days.
- F. The provisions of this Article do not apply to members holding a master's degree or master's equivalency.
- G. All transcripts and inservice credit letters submitted in accordance with this Article shall become a permanent part of the school record and shall not be returned to the member.
- H. A member who has been reimbursed for tuition expenses by the district must remain with the district in satisfactory employment for a minimum of 2 years following the date of the last reimbursed amount. Should the employee leave prior to the 2 year period, the employee must reimburse the district for any amount that has been reimbursed for tuition expenses while an employee of the school district.

## **VIII. Insurance**

### **A. Life Insurance**

The North East School District will pay the entire cost of the premium for a \$30,000 life insurance policy with accidental death and dismemberment provision for all members employed full time. The benefit of the policy will be payable in full to the designated beneficiary in accordance with the terms of the policy.

### **B. Health Care Insurance**

1. Subject to Paragraphs 2, 3 and 4 below, the District shall pay the premiums for health insurance coverage for the individual members and their dependents.

Coverage shall be in accordance with that provided by Blue Cross, Blue Shield Preferred Blue Plan, or equal, outlined in the Plan Agreement between the North East School District and Blue Cross, Blue Shield effective July 1, 2014, with the following modifications:

- Emergency room visit co-pay of \$75 effective July 1, 2016
  - Specialist office visit co-pay of \$30 effective July 1, 2016
  - Specialist office visit co-pay of \$35 effective July 1, 2017
  - Specialist office visit co-pay of \$40 effective July 1, 2018
  - Physician office visit co-pay of \$30 effective July 1, 2018
  - In-network deductible of \$300/\$600 for individual/family effective July 1, 2017
  - In-network deductible of \$350/\$700 for individual/family effective July 1, 2018
  - Prescription drug co-pays of \$10 for generic, \$30 for brand and \$50 for non-formulary drugs effective July 1, 2016. Mandatory use of mail order for maintenance drugs, mandatory use of generic drugs and mandatory use of Premier 2012 prescription drug network effective July 1, 2016.
2. In the case of an employee with fewer than two (2) years of service who enrolls in dependent coverage, the District will pay 50% of the cost of such coverage and the employee shall pay 50% through payroll deduction. This paragraph is no longer applicable effective August 31, 2016.
  3. Employees enrolled for individual coverage and enrolled for dependent coverage and not covered by Paragraph 2 above shall pay the following through semi-monthly payroll deduction:

Year	Individual	Family
2015-16	\$40/month	\$45/month
2016-17	\$40/month	\$55/month
2017-18	\$45/month	\$60/month
2018-19	\$50/month	\$65/month

4. Members that elect to waive coverage in the District's health insurance plan as both a primary or dependent participant shall receive an additional salary of \$175.00 per month in 2015-2016, \$116.67 per month in 2016-2017, \$58.34 per month in 2017-2018 and \$0.00 per month in 2018-2019. Members may re-enroll in the plan at any time without penalties or restrictions.

C. Dental Care Insurance

1. The District shall pay the full premium for the following coverage for the individual members:
  - a. Coverage shall be in accordance with that provided by Benefit Administrators, Inc., as outlined in the Master Agreement between the North East School District and Benefit Administrators, Inc. effective February 1, 2008 with edited date of June 1, 2014. The maximum benefit will be \$1,500 per year based on a calendar year.
  - b. Periodontics – a 50% benefit to a yearly maximum of \$1,000.
  - c. Orthodontics benefits will be paid up to 50% or a lifetime maximum of \$1,500 for dependent children up to age 19.
2. A member may elect to subscribe to 1.a., 1.b. and 1.c. for his or her dependents.
  - a. In the case of a member with less than two (2) years of service in the District, the Board will pay 50% of the cost of such coverage.
  - b. The Board will pay 100% of the cost of such coverage for members with more than two (2) years of service in the District.

D. Vision Care

1. The District shall pay the full premium for the following coverage for the individual members:
  - a. Coverage shall be in accordance with that provided by Opti Choice Gold as outlined in the Plan Agreement between the North East School District and Davis Vision/Highmark Fashion Focus Gold effective July 1, 2003.
2. A member may elect to subscribe to 1.a. for his or her dependents.
  - a. In the case of a member with less than two years of service in the District, the Board will pay 50% of the cost of such coverage.
  - b. The Board will pay 100% of the cost of such coverage for members with more than two (2) years of service in the District.



E. Retired Employees

Retired members shall be permitted to retain health care insurance coverage as a member of the unit group until age 65 by paying their own premium in accordance with regulations established by the District.

F. Section 125 Program

The North East School District shall establish the Security Flex Program. Security Benefit will be the 125 administrator and insurance carrier in accordance with the provisions of Section 125 of the Internal Revenue Code. Employees may voluntarily participate in the Flexible Spending Account to pay for dependent care and unreimbursed medical expenses in accordance with the provisions of Section 125 of the Internal Revenue Code.

North East School District will establish a payroll deduction slot for Security Benefit. An employee may elect to withdraw or enroll from the plan on a yearly basis at times approved by the District, the plan administrator and the Internal Revenue Code.

IX. Athletic Salaries

A. 1. The following shall be the indexing for all activities listed:

		A	B	C	D
		0 YEARS	1 YEAR	2 YEARS	3 YEARS OR MORE
JANUARY POSTING	POSITION	80%	85%	90%	100%
FOOTBALL	HEAD	0.8	0.85	0.9	1.0
	1 <sup>ST</sup> ASST.	0.56	0.595	0.63	0.7
	ASST.	0.48	0.51	0.54	0.6
	ASST.	0.48	0.51	0.54	0.6
	ASST.	0.48	0.51	0.54	0.6
	ASST.	0.48	0.51	0.54	0.6
	ASST.	0.48	0.51	0.54	0.6
BOYS & GIRLS	HEAD	0.52	0.5525	0.585	0.650
CROSS COUNTRY	ASST.	0.336	0.357	0.378	0.42
	ASST.GR7/8	0.336	0.357	0.378	0.42
VOLLEYBALL	HEAD	0.56	0.595	0.63	0.7
	1 <sup>ST</sup> ASST.	0.392	0.417	0.441	0.49
	ASST.GR7	0.36	0.3825	0.405	0.45
	ASST.GR8	0.36	0.3825	0.405	0.45

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
		<b>0 YEARS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS OR MORE</b>
<b>JANUARY POSTING</b>	<b>POSITION</b>	<b>80%</b>	<b>85%</b>	<b>90%</b>	<b>100%</b>
BOY'S GOLF	HEAD	0.296	0.3145	0.333	0.37
GIRL'S GOLF	HEAD	0.296	0.3145	0.333	0.37
BOY'S SOCCER	HEAD	0.536	0.5695	0.603	0.67
	ASST.	0.36	0.3825	0.405	0.45
GIRL'S SOCCER	HEAD	0.536	0.5695	0.603	0.67
	ASST.	0.36	0.3825	0.405	0.45
WEIGHT TRN Summer (Based on 200 hrs)		0.13328	0.14161	0.14994	0.1666
WEIGHT TRN Fall (Based on 200 hrs)		0.13328	0.14161	0.14994	0.1666
FALL CHEERLEADING	HEAD	0.24	0.255	0.27	0.30
	ASST. VSTY	0.11	0.116875	0.12375	0.1375
	ASST. JV	0.08	0.085	0.09	0.10

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
		<b>0 YEARS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS OR MORE</b>
<b>MAY POSTING</b>	<b>POSITION</b>	<b>80%</b>	<b>85%</b>	<b>90%</b>	<b>100%</b>
BOY'S BASKETBALL	HEAD	0.8	0.85	0.9	1.0
	1 <sup>ST</sup> ASST.	0.56	0.595	0.63	0.7
	ASST.	0.48	0.51	0.54	0.6
	ASST.	0.48	0.51	0.54	0.6
	ASST.	0.48	0.51	0.54	0.6
GIRL'S BASKETBALL	HEAD	0.8	0.85	0.9	1.0
	1 <sup>ST</sup> ASST.	0.56	0.595	0.63	0.7
	ASST.GR7	0.48	0.51	0.54	0.6
	ASST.GR8	0.48	0.51	0.54	0.6
SWIMMING	HEAD	0.72	0.765	0.81	0.9
	ASST.	0.44	0.4675	0.495	0.55
	ASST.	0.44	0.4675	0.495	0.55

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
		<b>0 YEARS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS OR MORE</b>
<b>MAY POSTING</b>	<b>POSITION</b>	<b>80%</b>	<b>85%</b>	<b>90%</b>	<b>100%</b>
WRESTLING	HEAD	0.72	0.765	0.81	0.9
	1 <sup>ST</sup> ASST.	0.48	0.51	0.54	0.6
	ASST.	0.4	0.425	0.45	0.5
WINTER CHEERLDG	HD BKBALL	0.24	0.255	0.27	0.30
	HD WRESTL	0.16	0.17	0.18	0.20
	ASST.	0.08	0.085	0.09	0.10
	ASST.	0.08	0.085	0.09	0.10
INTRAMURALS	DIRECTOR	0.52	0.5525	0.585	0.65
	PER HOUR	0.002096	0.002227	0.002358	0.00262
ATHLETICS	DIRECTOR	0.92	0.9775	1.035	1.15
	ASST.	0.72	0.765	0.81	0.9
WEIGHT TRN Winter (Based on 200 hrs)		0.13328	0.14161	0.14994	0.1666

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
		<b>0 YEARS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS OR MORE</b>
<b>OCTOBER POSTING</b>	<b>POSITION</b>	<b>80%</b>	<b>85%</b>	<b>90%</b>	<b>100%</b>
TRACK	HEAD	0.8	0.85	0.9	1.0
	1 <sup>ST</sup> ASST.	0.44	0.4675	0.495	0.55
	ASST.	0.4	0.425	0.45	0.5
	ASST.	0.4	0.425	0.45	0.5
BASEBALL	HEAD	0.536	0.5695	0.603	0.67
	ASST.	0.36	0.3825	0.405	0.45
SOFTBALL	HEAD	0.536	0.5695	0.603	0.67
	ASST.	0.36	0.3825	0.405	0.45
WEIGHT TRN Spring (Based on 200 hrs)		0.13328	0.14161	0.14994	0.1666

Index for Weight Trainer is based on 200 hours for each PIAA sport season +200 hours for summer weight training.

Any dispute in this area shall be limited to the amount of the salary when the grievance procedure is used. The sole consideration for decision of an arbitrator shall be the amount of money which is due and payable to the aggrieved party.

2. Payment

Payment for coaching a sport shall be made in equal installments per the following schedule:

Fall Sports (3 Payments)

Payment 1 = First Pay in September

Payment 2 = First Pay in October

Payment 3 = First Pay in November

Winter Sports (4 Payments)

Payment 1 = Second Pay in November

Payment 2 = Second Pay in December

Payment 3 = Second Pay in January

Payment 4 = Second Pay in February

Spring Sports (3 Payments)

Payment 1 = Second Pay in March

Payment 2 = Second Pay in April

Payment 3 = Second Pay in May

In the event a sport season is shortened due to reasons beyond the school district's control, payment will be prorated on the basis of the season completed.

3. Any member who is promoted within a specific sport shall suffer no loss in pay due to such a promotion.
4. When an athletic responsibility is fulfilled by a member, the Table in this Article and rates of pay will apply. These rates will apply only as a minimum when members fill any of these positions. The Board may grant more than the minimum based on merit to any individual without increasing the minimum totally in the entire schedule. Final payment for these responsibilities will be made upon satisfactory completion of the responsibilities upon request by the member and with the approval of the building principal as to satisfactory completion of the duties and responsibilities incumbent to the athletic activity.

It is understood that assignments in this Article do not have protection under tenure and each appointment is for a one (1) year period. The Athletic, Extra-Curricular and Department Head positions will be declared vacant and posted when activities have been completed.

Posting will occur in January, May, and October. It is also further understood that the positions in this Article are not hereby established, authorized, or continued and that salaries as stated are applicable only if, when, and so long as the Board authorizes the positions and has members assigned to them.

5. Head Varsity Coach, the Athletic Director, and Principals are responsible for reporting unsatisfactory work or negligence of duties to the Superintendent of schools. If the school district concludes that the circumstances necessitate suspension of the employee pending a decision of the Board of School Directors, a written notice of the suspension will be furnished to the employee and to the Association.

**Extra Curricular Salary Schedule**

- B. 1. The following shall be the indexing for all activities listed:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>0 YEARS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS OR MORE</b>
<b>HIGH SCHOOL ACTIVITY</b>	<b>80%</b>	<b>85%</b>	<b>90%</b>	<b>100%</b>
AFS	0.08	0.085	0.09	0.10
BAND DIRECTOR	0.536	0.5695	0.603	0.67
BAND EXTRA	0.24	0.255	0.27	0.30
BAND 1 <sup>ST</sup> ASST	0.48	0.51	0.54	0.60
BAND 2 <sup>ND</sup> ASST	0.24	0.255	0.27	0.30
BOWLING	0.08	0.085	0.09	0.10
SENIOR CHORUS	0.12	0.1275	0.135	0.15
COLOR GUARD	0.24	0.255	0.27	0.30
DANCE TEAM	0.24	0.255	0.27	0.30
ECOLOGY CLUB	0.08	0.085	0.09	0.10
FBLA	0.16	0.17	0.18	0.20
FCCLA	0.16	0.17	0.18	0.20
FRESHMAN CLASS	0.08	0.085	0.09	0.10
HELPING HANDS (EXCEL)	0.08	0.085	0.09	0.10
JUNIOR CLASS	0.304	0.323	0.342	0.38
LIFESMARTS	0.12	0.1275	0.135	0.15
LITERARY MAGAZINE	0.08	0.085	0.09	0.10
MODEL U.N.	0.08	0.085	0.09	0.10
MUSICAL DIRECTOR	0.328	0.3485	0.369	0.41
MUSICAL INSTR DIRECTOR	0.272	0.289	0.306	0.34
MUSICAL VOCAL DIRECTOR	0.272	0.289	0.306	0.34
MUSICAL STAGE MANAGER	0.272	0.289	0.306	0.34
NATIONAL HONOR SOCIETY	0.08	0.085	0.09	0.10
NEWSPAPER	0.264	0.2805	0.297	0.33

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>0 YEARS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS OR MORE</b>
<b>HIGH SCHOOL ACTIVITY</b>	<b>80%</b>	<b>85%</b>	<b>90%</b>	<b>100%</b>
PEP CLUB	0.08	0.085	0.09	0.10
H/S PJAS	0.304	0.323	0.342	0.38
H/S SCIENCE OLYMPICS	0.08	0.085	0.09	0.10
SENIOR CLASS	0.304	0.323	0.342	0.38
SENIOR PLAY DIRECTOR	0.216	0.2295	0.243	0.27
SENIOR PLAY ASST DIRECT	0.16	0.17	0.18	0.20
SENIOR PLAY STAGE MGR	0.16	0.17	0.18	0.20
SOPHOMORE CLASS	0.12	0.1275	0.135	0.15
SOUND & LIGHTING MGR	0.24	0.255	0.27	0.30
HS STUDENT COUNCIL	0.24	0.255	0.27	0.30
TECHNOLOGY STUDENT ASSOC	0.08	0.085	0.09	0.10
VOCAL ENSEMBLE	0.12	0.1275	0.135	0.15
HS YEARBOOK	0.44	0.4675	0.495	0.55

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>0 YEARS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS OR MORE</b>
<b>MIDDLE/ELEM ACTIVITY</b>	<b>80%</b>	<b>85%</b>	<b>90%</b>	<b>100%</b>
M/S BAND	0.12	0.1275	0.135	0.15
BUILDERS CLUB	0.12	0.1275	0.135	0.15
BUILDERS CLUB	0.12	0.1275	0.135	0.15
M/S CHORUS	0.12	0.1275	0.135	0.15
ELEMENTARY MUSIC	0.04	0.0425	0.045	0.05
MIDDLER	0.12	0.1275	0.135	0.15
MIDDLER	0.12	0.1275	0.135	0.15
M/S PJAS	0.08	0.085	0.09	0.10
M/S SCIENCE OLYMPICS	0.08	0.085	0.09	0.10
SPELLING BEE	0.08	0.085	0.09	0.10
M/S STUDENT COUNCIL	0.12	0.1275	0.135	0.20
M/S YEARBOOK	0.12	0.1275	0.135	0.20
M/S YEARBOOK	0.12	0.1275	0.135	0.20

Any dispute in this area shall be limited to the amount of the salary when the grievance procedure is used. The sole consideration for decision of an arbitrator shall be the amount of money which is due and payable to the aggrieved party.

B. 2. Payment

- a. Payment for advising an activity shall be made within two (2) pay periods following the end of the activity.
- b. Advisors of year long activities shall have the option to receive 50% of their advisor's salary on the second pay in December and the balance on the first pay period in June.
- c. Whenever an activity not listed above shall be recognized by the Board, the advisor's compensation shall be negotiated by the bargaining agent.

C. Department Heads

One department chair will be considered for each of the following areas:

<u>Grades K-5</u>	<u>Grades 6-12</u>	<u>K-12</u>
ELA/Reading	English	Electives
Math	Math	
Science	Science	
	Social Studies	

Recommendations shall be made annually to the board of directors by the administration with regard to filling these positions. The salary for each position shall be 0.10 of the index

D. Indexing of Athletic, Extra-Curricular and Department Heads' Salary

2015 - 2016	Index Salary shall be \$6,214
2016 - 2017	Index Salary shall be \$6,245
2017 - 2018	Index Salary shall be \$6,276
2018 - 2019	Index Salary shall be \$6,307

X. Temporary Leaves of Absence

A. Personal Leave of Absence

- 1. Each member shall be granted three (3) days of unrestricted absence per year for personal reasons without loss of pay. These days must be taken in whole day units. Except for emergency situations, no leave shall be granted under this section during the first five pupil days or the last five pupil days in the school calendar. Except for emergency situations, written notice shall be given to the Superintendent at least two (2) member employment days in advance of taking leaves under this section.

2. On any given day, no more than 12% of the total members shall be absent under subsection 1 above, to protect the normal functioning of the District. In the event that the total member requests exceed 12% for any given day under subsection 1, permission shall be granted on the basis of first request and the personal situation involved. Seniority will be used as tie-breaker if required.
3. Personal days requested the day before or after a vacation or holiday will be limited to no more than 12% of the staff per building. Leaves shall be granted annually, beginning the first member day, on the basis of first request with seniority as a tie-breaker if required.
4. Unused personal days may be accumulated to five (5) personal days which may be used in any year.
5. Unused personal days in excess of the five (5) days shall be added to accumulated sick leave days at the end of each school year.

**B. School Visitation and Educational Conferences**

Upon approval by the Board, up to three (3) days for the purpose of visiting schools or attending meetings or conferences of an educational nature may be granted with full pay. The Board will reimburse the member for reasonable expenses including registration fees, meals, lodging and transportation. Cost of this program excluding substitute costs shall not exceed \$6,000 per school year. The Board will furnish the association with periodic reports (November 1, April 1 and June 30) listing all expenditures and current balances.

**XI. Unpaid Leaves of Absence**

**A. Military Leave**

A military leave of absence shall be granted as provided in the Pennsylvania School Code.

**B. Maternity Leave, Child Care and Adoption Leave**

1. Maternity leave of absence without pay shall be granted to all members upon request and presentation of a physician's statement. The time of commencement of such leave should be determined between the member (on the physician's advice) and the Superintendent, taking into consideration the best interests of the students, the school and the member.



2. A member shall be entitled, upon written request, to a leave of absence for the purpose of adopting an infant child (i.e. one (1) year of age or less). The time of commencement of such leave should be determined between the member and the Superintendent, taking into consideration the following: (a) date of defacto custody of said infant child, (b) legal requirements of the appropriate adoption agency, and (c) the best interests of the students, the school and the member.
3. A non-paid leave of absence shall be granted any member for the purpose of child care. This leave shall begin upon request of the member with the Superintendent's approval, pending Board approval, and shall not exceed twenty-four (24) months in length. This leave shall commence at the beginning or end of semesters, except in an emergency situation.
4. When requested, such leave will be granted for a period of up to four (4) full consecutive semesters so that the time of return shall coincide with the beginning of the school term or semester. In the event of the death of the child, the teacher may terminate the leave upon presentation of a sixty (60) day notice requesting same.
5. The member, upon return from a maternity leave of absence or a leave of absence for adoption purposes, shall be entitled to return to the same position or to a position equal to the former position. Notification of plans to resign or return shall be submitted in writing at least sixty (60) days prior to the expiration of the leave, except in an emergency situation.
6. No increments or other benefits shall accrue during this leave period. The member shall, however, be entitled to the same seniority, unused sick leave and credit toward sabbatical eligibility as when the leave commenced.
7. If a member finds it necessary to resign the position for maternity/adoption reasons, he/she may apply for re-employment within a period of three (3) years. Priority will be given this application if a vacancy exists in a position for which he/she is certified and his/her past services have been satisfactory.

C. Professional Study Program Leave and/or International or Federal Program Leave

An unpaid leave of absence of up to one school year may be granted with Board approval to any member upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities or International or Federal Program leaves. This leave should be limited to one member in each category in any one school year, with Board approval. No increments or other benefits shall accrue during this leave. The member or members shall, however, be entitled to the same seniority, hospitalization benefits, and life insurance benefits providing this is agreeable

with the insurance carrier in each instance. Unused accumulated sick leave and credit toward sabbatical leave shall remain in the member's record at the same amount as when the leave commenced. Upon return from such leave, he/she shall be returned to the same position he/she held when the leave was granted, if such position still exists, if the member so desires. In the event the member does not return to this District for a period of one (1) year after the completion of this leave, the member will reimburse the District for funds expended during the leave for hospitalization benefits and life insurance benefits.

D. Legal Leave

A teacher called for jury duty or subpoenaed as a witness in any proceeding arising out of district employment to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation, or remit to the Board all payments for such duty and receive full pay for the days lost for such reasons. However, the Board shall not be obligated to pay a teacher for any time lost during which said teacher was giving testimony against or participating in any action against the school district if said action was instituted by the teacher or association.

**XII. Illness or Disability**

A. Accumulative Sick Leave Days

Accumulated sick leave days shall be granted in accordance with the Pennsylvania School Code.

B. Leave of Absence

A member who is unable to teach because of personal illness or disability and who has exhausted all sick leave and/or other benefits available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. Requests for renewal shall be submitted in writing by the member. The leave may be renewed up to one (1) year at the discretion of the Board.

If, at the end of the leave, the member is mentally and physically capable of performing teaching duties as determined by his/her attending physician and a physician or physicians selected by the Board, he/she shall be assigned to a position for which he/she is certified provided such a position is available or to the first available position for which he/she is certified. No increments or other benefits shall accrue during this leave. Expenses for physicians incurred by the member will be borne by that member and expenses for physicians incurred by the Board will be borne by the Board.

C. Days Not Charged

Absence due to a job related injury which qualifies for entitlement under the Pennsylvania Workmen's Compensation Act shall not be charged against the member's sick leave days beyond one (1) week as defined in the Pennsylvania Workmen's Compensation Act. The Board shall pay the member the difference between 75% of his base salary and the benefits received under the Pennsylvania Workmen's Compensation Act and/or Social Security benefits. Such entitlement shall be limited to a period of 18 months or for the period of entitlement under Pennsylvania Workmen's Compensation, whichever is less. If a member, after a period of 12 months of benefits under the above provision, becomes eligible for disability retirement, then salary payments shall not extend beyond the date of such eligibility.

**XIII. Sabbatical Leave**

Sabbatical Leave shall be granted in accordance with the Pennsylvania School Code.

**XIV. Evaluation**

Professional Personnel Evaluation shall be conducted in accordance with the Pennsylvania School Code.

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