

**COLLECTIVE BARGAINING
AGREEMENT**

between the

SOUTH PARK EDUCATION ASSOCIATION

and the

SOUTH PARK SCHOOL DISTRICT

2015-2020

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AGREEMENT

This Agreement made on this 14th day of January, 2016, is between the South Park Education Association (hereinafter the "Association") and the South Park School District of Allegheny County, Pennsylvania (hereinafter the "District"). The provisions of this Agreement shall become effective on January 14, 2016, unless otherwise expressly provided herein. The District and Association agree that this contract is the sole Agreement between their entities and that all former contracts or memorandums of understanding are now null and void.

SECTION I **RECOGNITION**

The District recognizes the Association as the sole and exclusive collective bargaining agent with respect to wages, hours, and other terms and conditions of employment for all employees covered by this Agreement. The term "employee", as used in this Agreement, applies to long-term substitutes and all individuals occupying jobs included in the bargaining unit as certified by the Pennsylvania Labor Relations Board in PERA-R-669-W.

SECTION II **SAVINGS CLAUSE**

Nothing contained herein shall be construed to deny or restrict to any professional employee such unqualified rights as he may have under the Public School Code of 1949, as amended, or any successor code, under the Public Employee Relations Act, or under other applicable laws. Such laws and regulations are hereby incorporated herein and made a part of this Agreement.

SECTION III **SEVERABILITY CLAUSE**

The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of this agreement.

SECTION IV **GRIEVANCE PROCEDURE**

The applicable procedure of this Agreement will be followed for the settlement of all grievances.

A. DEFINITIONS

1. Grievance

A "grievance" is hereby defined as: A complaint by an employee regarding the meaning, interpretation or application of any provision in this Agreement.

2. Aggrieved Employee

An "aggrieved employee" is the employee making the claim.

B. PROCEDURE

Step 1. Any employee who has a grievance shall discuss such grievance with said employee's principal in an attempt to settle the matter informally, within thirty (30) calendar days after the occurrence of the event giving rise to the grievance or when the employee reasonably should have known of its occurrence, whichever is first. If the grievance has not been satisfactorily resolved by such informal discussion, the aggrieved employee can present such grievance in writing on standard Step 1 grievance forms to the employee's principal within ten (10) working days after the informal discussion. The principal shall render a written decision within ten (10) working days after receipt of the Step 1 grievance form. If the principal's decision is not appealed, the grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal. If a grievance has not been satisfactorily resolved in Step 1, it can be presented in writing and processed in Step 2.

Step 2. A grievance, to be considered beyond Step 1, must be filed in writing on standard Step 2 grievance forms by the Association not later than ten (10) working days after the final Step 1 answer.

A grievance in Step 2 shall be discussed in an attempt at settlement at a mutually convenient time among the grievant, Association representative, and the chief school administrator and shall be answered by the District within ten (10) working days after the date of such meeting unless, by mutual written agreement, a different date for disposition is agreed upon.

The District's decision and the date thereof shall be recorded on the standard Step 2 grievance forms and a copy given to the aggrieved employee. A copy of the written answer shall also be given to the Association. If the District's decision is not appealed, that particular grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal.

Step 3. In order for a grievance to be considered further, it must be appealed by the Association in writing for a grievance mediation. The Association's representative shall notify the chief school administrator in writing within ten (10) working days of the Step 2 District's written response of its decision to appeal the grievance to mediation. The Association's representative shall arrange for a mediation hearing with the Pennsylvania Bureau of Mediation at the earliest available date. The Association and the District shall agree in advance of the mediation hearing as to whether the state mediator's report will be binding. This decision will be binding only if mutually agreed upon by both parties.

If the mediation is non-binding and the Association is not satisfied with the mediator's report, the grievance may be appealed to arbitration within twenty (20) working days after the mediator's report has been received by both the parties.

Step 4. Any grievance that has been processed in accordance with the provisions of the preceding Steps of this Section, but has not been satisfactorily settled, shall upon proper appeal, be submitted to arbitration in accordance with Section 903 of the Public Employee Relations Act. If within ten (10) work days (or a longer period if mutually agreed upon) after receipt of such written request, the parties are unable to agree upon an arbitrator, the Pennsylvania Bureau of Mediation shall be requested

to submit names of impartial arbitrators in accordance with the Act, or a request for a list of arbitrators may be made to the American Arbitration Association by mutual consent of the parties, in which case the parties shall proceed in accordance with the rules of the American Arbitration Association. The arbitrator shall submit his/her decision, in writing, within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employee involved and upon the parties of this Agreement. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall be limited in retroactivity to July 1 of the current budget with which the dispute was first presented as a grievance in writing. The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of this Agreement and shall limit his/her decision to the grievance presented for his/her decision in accordance with said Agreement.

C. YEAR-END GRIEVANCES

In the event a grievance is filed in writing at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure through Step 3 may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

Any grievance which, as of the effective date of this Agreement, has been presented in writing and is in the process of adjustment under the Grievance Section, may be continued to be processed under the grievance procedures of any successor agreement, and settled in accordance with the applicable provisions of this Agreement.

D. RIGHTS OF TEACHERS AND ASSOCIATION

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Association of a violation by the District of this Agreement. As the representative of the employees, the Association may process a signed grievance through the grievance procedure, including arbitration, in accordance with the Agreement or adjust or settle the same.

E. MISCELLANEOUS

1. Group Grievance

If a grievance affects a group or class of employees, the Association may submit such grievance in writing, within thirty (30) calendar days after the occurrence, signed by each aggrieved employee to the District's Step 2 representative on the standard group grievance form, and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all steps of the grievance procedure in accordance with this Agreement even though the aggrieved employee does not wish to do so, or it may adjust or settle the same. When the original grievance is resolved in the grievance procedure, the parties resolving such grievance shall review such pending claims in the light of the decision in an effort to dispose of them. If any such claim is not settled to the satisfaction of the parties, it shall then be considered as a separate grievance and processed in accordance with the applicable procedure and the applicable time limitations.

2. Forms

Forms for filing grievance, for minutes, and for taking appeals shall be prepared by the District upon approval by the Association. A copy of the grievance form is attached to the agreement.

3. Meetings and Hearings

All meetings, hearings, and other activity under this grievance procedure shall not be conducted in public. All activities shall be conducted outside of normal school hours except with permission of the Superintendent. In no event shall the employee suffer a loss in wages because of attendance at a meeting, hearing, or other activity under this grievance procedure.

4. Authorized Grievance Representatives

The Association and the District shall designate to each other as soon as practicable in each school year the designated representative(s) who shall be certified as the authorized grievance representative(s) for all grievance matters.

5. Failure to Respond

Failure on the part of either the District or the Association to respond at any level of the procedure will result in a favorable decision for the other party.

SECTION V
JUST CAUSE PROVISION

- A. No employee shall be in any event dismissed, disciplined or reduced in compensation without just cause, exclusive of extra-duty positions in Section XXI.
- B. Demotion of any professional employee shall be in accordance with the School Code (see Section 1151).
- C. Any employee may continue to be dismissed, discharged, or terminated for immorality, incompetency, intemperance, cruelty, persistent negligence, mental derangement, or persistent and willful violation of the school laws of this Commonwealth.
- D. Any employee may continue to be suspended and reinstated in accordance with Sections 1123, 1124 and 1125 of the Pennsylvania Public School Code of 1949, as amended, or any successor code.

SECTION VI
JOB PROTECTION

The sole causes for furloughs (layoffs) shall be substantial decline in enrollment, alteration or curtailment of program, and consolidation of schools.

The employer shall request an emergency certificate for affected employees who wish to avoid furlough. All costs incurred by an employee in earning credits to fulfill the requirements of the emergency certificate shall be paid by the employer.

Employees facing the possibility of layoff shall receive written notice of said possibility no later than sixty (60) days prior to the layoff date.

Provided further that an employee identified for furlough shall be retained in his/her position if more senior employees, not themselves identified for furlough, can be realigned into areas for which they are certified. This Section only goes into effect if straight line options have been exhausted.

SECTION VII

HOURS OF WORK AND WORK YEAR

A. SCOPE

This Section defines normal hours of work and shall not be construed as a guarantee of employment or continuation of employment for any period.

B. SCHEDULES

1. Work Year. The work year for members of the bargaining unit covered by this Agreement shall not be more than 191 work days, except that for teachers beginning their first year in the District the working days shall not be more than 193 (including two orientation) days. The work days shall be as follows:
 - a. One-hundred eighty-two (182) student days.
 - b. Not more than five (5) clerical/in-service days, each of which shall provide at least one-half (1/2) day for classroom preparation and completion of grades.
 - c. Not more than three (3) Professional Development days. The planning and scheduling of these days shall be done by the District Professional Development Committee in compliance with Act 178.
 - d. One (1) day each school year will be provided for teacher preparation time in the classrooms. This day will be scheduled immediately prior to the first In-service/Professional Development day of the school year. However, it may be completed any day beginning on August 1st and prior to the first Inservice/Professional Development day of the upcoming school year upon teacher written request with approval of the building principal.
 - e. For the 2015-2016 school year, Work Year language from the previous Collective Bargaining Agreement will be followed for all requirements and procedures. The above language will become effective for the 2016-2017 school year and for the remainder of the agreement.
2. Employee Work Day. The normal work day shall be not more than seven (7) hours and thirty (30) minutes of work beginning with the time an employee begins work as scheduled or assigned. Effective beginning the 2018-2019 school year, the normal work day shall be not more than seven (7) hours and forty-five (45) minutes of work beginning with the time an employee begins work as scheduled or assigned.

3. Lunch Period. Each full-time employee shall have thirty (30) minutes duty-free lunch during the employee work day. An employee may leave the building during his/her scheduled duty-free lunch period provided he/she notifies the individual designated by the building administrator to log employees in and out. Employee lunches must be scheduled within the scope of the student lunch periods. Exceptions to this must be agreed upon by the affected Association member, the Association President, and the District.
4. Preparation Time.
 - a. Classroom teachers shall normally, in addition to their lunch period, have one (1) daily preparation period in each unaltered work day (e.g., delayed opening, early dismissal, etc.) which shall be the equivalent of one (1) classroom period in length during which they shall not routinely be assigned to other duties. The teacher's preparation time shall not divide into more than one (1) period.
 - b. For the purpose of half-day kindergarten teachers, teachers will be given one-half (1/2) of a regular preparation period during each half of the day.
 - c. Elementary teaching staff shall receive additional preparation time during the lunch periods. Each staff member will be assigned to a non-paid duty for one week and have one-half hour duty-free time per day during the other week. All unpaid duties will be scheduled on a rotating basis. Teachers who are assigned to the paid playground duty position will not receive this additional duty-free time.
 - d. An employee who loses his/her assigned preparation time as a result of being assigned by the District for any of the reasons listed below, shall receive compensatory pay equal to the Class Coverage rate per Section XXI – Extra Duty Pay Scale.
 - i. To cover a class for another employee
 - ii. To cover a class for the Association President
 - iii. To attend I.E.P. meetings
 - iv. To represent the district in court as a result of a student or school matter where a teacher is subpoenaed
 - e. Class coverage will be first assigned to teachers on duty before assigning it to teachers on their preparation time. Only when it is impossible to use teachers on duty will class coverage be assigned to teachers on their preparation time. The loss of prep time will be first voluntary by certification area and then assigned on a rotational basis. One who volunteers on the basis of certification area fulfills his/her obligation in the current rotation.
 - f. If the number of class periods in the daily schedule is increased, there will be no reduction in the amount of preparation time.
5. Travel Time. Provisions for travel shall be included in scheduling of duties. No specialist shall be required to travel on prep time or scheduled lunch period.

6. Common Planning Time. Thirty (30) minutes per day shall be scheduled for grade level (common) planning time. Morning bus duty will be rotated among all professional staff to provide the thirty (30) minutes of planning time.

7. Cyber Education.

Cyber education is defined as the use of technology for the instruction of students who are separated by location from their instructor. "Separation by location" is defined as any instance where students receiving instruction and their instructor are not assigned to the same classroom or its equivalent.

Parameters for cyber education are as follows:

- a. Teachers will not be required to write or teach synchronous or asynchronous online components for classes taught in a traditional setting. Teachers who are asked to write online components will be provided compensation or given professional time during the school year, at the discretion of the Superintendent.
- b. The District will not reduce staff because of the use of online academic course offerings/distance learning.
- c. Cyber education courses shall not be used to provide instruction during a work stoppage or lockout that occurs in the District.
- d. All online and distance learning must be staffed by bargaining unit members. Exceptions to this are courses not offered by the District. In these instances, bargaining unit members must be used to staff these classes for the purpose of daily attendance and classroom management.
- e. Online courses offered for the purpose of credit recovery by students and online programs purchased by South Park School District for independent, unmonitored student remediation purposes are recognized by the Association as courses and programs outside of the professional work day. In these instances, the District will not be required to staff these courses and programs with bargaining unit members.
- f. To promote the success of the program and the professional, the professional employee shall be provided sufficient training to enable them to utilize the technology used by the District.
- g. Changes to cyber education during the terms of this agreement will be addressed and mutually agreed upon by a committee of the Association and the Superintendent and his or her designee.

The following categories of cyber education are recognized by the District and the Association:

- a. Eagle Academy

For the purpose of this section, the "Eagle Academy" shall mean the online cyber school provided by South Park School District. These courses

originate from a contracted provider and are delivered to students through the use of technology off-site.

Teachers staffing the Eagle Academy will be given one (1) period per day for up to every ten (10) students enrolled in the Eagle Academy. Should the enrollment of the Eagle Academy exceed ten (10) students, the teacher will be given one (1) additional period for up to every ten (10) students beyond the first ten (10) students.

b. Online Courses

For the purpose of this section, "Online Courses" shall mean courses which are written by South Park School District Bargaining Unit members and provided strictly to South Park students through the use of technology.

The average class size for online courses will be the average of the current and last two (2) year class sizes of any other class within that particular building and content area.

c. Distance Learning

For the purpose of this section, "Distance Learning" shall mean a class which originates from an off-site location and is delivered to students through the use of technology, but is facilitated by a South Park teacher who is responsible for daily attendance and classroom management. Employees who are selected to facilitate a distance-learning course will do so as one of their contractually obligated periods.

Students taking a distance learning class will not be placed in a classroom where the teacher is instructing other students.

d. Synchronous Distance Learning

For the purpose of this section, "Synchronous Distance Learning" shall mean a class which originates from South Park and delivers live instruction to South Park students and students outside of the district. Employees who are selected to teach a distance-learning course will do so as one of their contractually obligated instructional periods.

8. Parent Portal. Online grade books, grades, and homework/assessment information must be posted to the Parent Portal by the beginning of classes each work week.

9. Lesson Plans. Lesson plans will be submitted to the building principal by the beginning of classes each work week.

C. EXCEPTIONS

It is recognized that absenteeism by bargaining unit employees, failure of utilities, acts of God, and other legitimate operating reasons may require changes or adjustments in the arrangements provided above, but in no event will employees of this bargaining unit be required to work longer than the contractual work day without

extra pay computed at that employee's hourly rate, except as otherwise agreed herein.

D. OPEN HOUSE MEETINGS

One Open House meeting per year, scheduled to take place prior to the end of the first nine weeks' grading period, shall be mandatory for all employees unless excused by the Superintendent. All buildings will be dismissed two (2) hours early on the day of Open House. All teachers may leave at the end of students' dismissal.

E. PARENT-TEACHER CONFERENCE DAY

Parent-Teacher Conference Day will run from 11:30 AM to 7:00 PM with the expectation of one (1) half hour meal break for lunch. Effective beginning the 2018-2019 school year, Parent-Teacher Conference Day will run from 11:30 AM to 7:15 PM with the expectation of one (1) half hour meal break for lunch.

F. COUNSELORS' SCHEDULES

All counselors will work five (5) additional days beyond the regular school year for teaching staff. Each counselor will receive 100% of their individual prorated daily rate as payment. Counseling staff may be required to attend up to four (4) evening meetings at the discretion of the building principal. Counselors will be dismissed a proportionate amount of time as the evening meeting requires on the date of the meeting or the next instructional day. Counselors will receive one week notice prior to the evening meeting unless an emergency situation arises. Emergency evening meetings will be at the discretion of the Superintendent.

SECTION VIII
FACILITIES

It is the intention of the parties to establish a workplace environment free of tobacco use including e-cigarettes.

SECTION IX
SAFETY AND HEALTH

Employees shall not be required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in particular circumstances. The District shall comply with the provisions regulating safety hazards and fire in public school buildings and all other applicable laws with respect to the health, safety and welfare of its employees. In no event shall any employee of this bargaining unit be required to take part in any bomb, gun, or terrorist search.

SECTION X

RIGHTS OF PROFESSIONAL EMPLOYEES

A. REQUIRED (FORMAL) MEETINGS

Whenever an employee is formally notified in writing to appear before the Board, any committee thereof, Superintendent or his/her designee, or a supervisor, concerning his/her continuation of employment or other discipline, he/she shall be given a minimum of three (3) days notice and the reasons therefore, unless more immediate action is necessary.

The employee will have the right to have a representative of the Association present to advise and represent him/her during such appearance.

Nothing contained in this Section shall alter or change an employee's duty which is normally required by the employer/employee relationship.

When a professional employee's unsatisfactory rating is to be discussed with an Administrator, the employee shall have the right to have an Association representative present.

B. DETERMINATION OF GRADES

A classroom teacher shall have the responsibility to determine grades and make other appropriate evaluation of students in his/her charge. Such grades and evaluation shall not be changed by the District without some reasonable basis. The teacher will be consulted and provided with written notification regarding the reasons for the change.

C. EVALUATION OF EMPLOYEES

- | | |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Observation: | Can be informal or formal. It involves direct witnessing by an administrator of a teacher's performance while performing assigned duties. |
| Evaluation: | An assessment of the teacher's performance based on informal observation(s), documented performances, and at least one formal observation per year. |

1. Evaluation of employee work performance shall result from at least one written observation per school year. Included among the observations forming the basis of the evaluation shall be at least one formal classroom observation by the building principal, or in the case of Special Education teachers, the Director of Special Education and the building principal will complete the observation simultaneously. The building principal will complete the paperwork.
2. Classroom observations shall be performed during normal classroom instructional periods. The formal observation shall take place no later than May 1st. The teacher shall be notified through a pre-conference with the building principal that an observation is being made.
3. The employee shall receive a written report of every classroom observation within ten (10) school days following the classroom observation.

4. A conference shall be scheduled upon request of the employee or if required by the evaluator. Said conference shall take place within six (6) school days of the employee's receipt of the written classroom observation report.
5. If a written evaluation is rated unsatisfactory, the administrator shall note the areas needing improvement, why these areas need improvement, and suggestions for improvement as they pertain to the lesson observed. Subsequent observations leading to an evaluation will be based in part upon the improvement plan prepared by the evaluator and the employee. Subsequent evaluations will not occur within thirty (30) school days.
6. A second formal classroom observation for the purpose of reviewing an unsatisfactory rating may be requested by the employee and shall usually take place within thirty (30) school days from date of the first classroom observation.
7. It shall be the continuing policy of the District that no clandestine surveillance of employees will be utilized.
8. All certified teachers shall be rated Distinguished, Proficient, Needs Improvement or Failing using the PDE evaluation form at the time of contract ratification. Should a new PDE evaluation form become available during the terms of this contract, a committee consisting of three (3) South Park Administrators, plus the Superintendent, and three (3) SPEA Representatives shall meet to determine which evaluation form will be used through the expiry of the contract.

A Distinguished or Proficient rating accompanied by supportive documentation will indicate that a teacher's performance is acceptable for continued employment. A Needs Improvement or Failing rating must be accompanied by supportive documentation indicating that a teacher's performance is unacceptable. Prior to the initiation of an improvement plan, appropriate training, support, and assistance will be provided. If additional supportive documentation indicates continued unacceptable performance, an improvement plan(s) will be developed by the employee, the immediate supervisor, and an Association representative. Failure to meet the objectives of the improvement plan will result in a Needs Improvement or Failing rating for the employee. An employee meeting the objectives of the improvement plan(s) will no longer be rated as Needs Improvement or Failing.

All Level I Certified Teachers will be evaluated using the PDE evaluation form. Recommendation for Level II certification will be based upon the PDE evaluation forms. The teacher will submit documentation to PDE of six (6) Distinguished or Proficient evaluations. The District will verify to PDE that this information is correct.

The South Park Administration and Association shall form a joint committee to review Student Learning Objectives (SLOs) and expectations for teacher performance that will be used as indicators for the PDE evaluation form as necessary by mutual agreement of both parties. The committee shall consist of three (3) South Park Administrators, plus the Superintendent, and three (3) SPEA Representatives. The committee shall be responsible for formulating and

developing those indicators to be utilized for the PDE evaluation form and SLOs, and the amount of In-service, Professional Development or Act 80 time provided to staff to write individual SLOs. The committee shall be mutually co-chaired by the South Park EA and South Park Administration. The committee shall review its activities annually and make recommendations for local modifications.

9. No employee shall be observed during the first week of school, nor the last day prior to a leave of absence, nor the first day upon return from a leave of absence, nor the day directly before a school holiday, nor the day directly after a school holiday.

D. COMPLAINTS BY PARENT OR GUARDIAN

If a complaint by a parent or guardian to the District is to be retained in an employee's personnel record, the employee shall first be given an opportunity to respond to such complaint. There shall be no reprisals made against any student because of parental or other contact, or because of the exercise of responsibility pursuant to Act 195 by any person. At the request of the employee, the District will remove from the employee's personnel record, any such complaint after a period of three (3) years if no further complaints have been made against the employee during said three (3) year period.

E. DEROGATORY MATERIAL

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy. This copy, when filed, is to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material. At the request of the employee, the District will remove from the employee's personnel record any such material after a period of three (3) years if no further derogatory material has been added to the employee's personnel record during said three (3) year period.

F. PERSONNEL FILES

The District shall not establish any separate personnel file which is not available for the employee's inspection, except college references made prior to January, 1975, or if the employee signed a waiver of right to inspect references, then the District may refuse to allow the employee to inspect references made at any time. Such inspection of records shall be made at a mutually convenient time and place. Anecdotal records kept by an administrator for purposes of evaluation of employee performance and communication shall not be considered to be a component of a personnel file. These records shall not be kept without the employee's knowledge.

G. IMMUNIZATION AND/OR INOCULATION PROGRAMS

Any immunization or inoculation program offered to students by the District shall be made available on the same basis to employees covered by this Agreement.

H. REASONABLE FORCE

A teacher, while in the course of his/her duties as an employee of the District, may use reasonable force as necessary, to protect him/herself from attack or to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects in the control

of the pupil. Teachers shall, as soon as possible, report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Upon receipt by the principal or other immediate supervisor of said report, the principal or immediate supervisor shall, as soon as practicable, notify the Superintendent of said assault. The Superintendent shall supply upon reasonable request from the employee, Association, and/or legal counsel representing the employee, that information which he/she has in his/her possession relating to the District's investigation of the incident. All contacts with employees involved in an assault and concerning the incident will be made through the administrative staff.

I. SUBSTITUTE COVERAGE

The District shall make every possible effort to provide substitute teachers for teachers reporting off work. The immediate supervisor may assign teachers to cover a class in lieu of a scheduled preparation period in the event of an emergency or the unavailability of substitute teachers. Said assigned coverage shall be reimbursed as specified in Section XXI of the Extra Duty Pay Scale. The Association may request written affirmation from the person assigned to contact substitutes, confirming that a substitute teacher was unavailable.

J. ABILITY GROUPING

Teachers of grades K-8 inclusive shall not be assigned to the same ability group for longer than three (3) consecutive years without the consent of said teachers.

K. IQ AND ACHIEVEMENT TESTS

IQ and achievement tests shall not be corrected by bargaining unit personnel. The exception to this is one diagnostic test per elementary grade level per year may be corrected by bargaining unit personnel. The principal will recommend three (3) different assessments. A committee consisting of the principal, Director of Special Education, Superintendent, and three (3) Team Leaders will meet to determine which assessment will be given and corrected by bargaining unit personnel. Correction of these assessments will occur during an Inservice Day, will be no more than two (2) hours in length, and will be divided up among all teachers within that grade level. Special Education required testing and Title I required testing will be corrected by the teachers in charge of those students.

L. STUDENT TEACHERS - INTERN PROGRAM

Employee involvement in student teacher and/or intern programs shall be voluntary.

M. TAX SHELTERED ANNUITIES

Employees of the District are permitted to set aside a certain percentage of their income in a before-tax investment vehicle as entitled under Public Law 87-370 (Tax Sheltering Annuities) and Section 403B of the Internal Revenue Code. The annuity companies shall be determined by the Board.

N. DISTRICT ADVISORY COUNCIL

In an effort to maintain and/or establish open lines of communication, the District will establish a District Advisory Council, comprised of an equal number of volunteer representatives from each level. The District and the Association will select their own representatives. The Council will meet with the Superintendent on an as needed basis. Both parties will agree on the time and date in advance. The Council, upon agreement of a majority of members, will establish or disband committees as

necessary and make advisory recommendations to the Administration and/or School Board of Directors.

O. ASSIGNMENT OF DUTIES

A non-paid duty shall be defined as, but not limited to, a non-teaching duty during the school day when the staff member is required to supervise a homeroom, cafeteria, hallways, study hall, detention, bus duty, or In-School Suspension (ISS). Non-paid duties during the school day shall be first open to volunteers and then assigned on a rotational basis. Non-teaching duties shall be rotated equally throughout the year except as otherwise agreed. Duties such as homeroom, lunch, early morning hall duty, and study hall shall be assigned on a year-long basis.

SECTION XI
RIGHTS OF THE ASSOCIATION

A. INFORMATION

The District agrees to make available to the Association, in response to written request, any information legally available to the public.

B. RELEASE TIME FOR MEETINGS

Whenever any representative of the Association or any teacher is required by the Superintendent or his/her designee to participate during defined normal working hours (Section VII) in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

C. MEETINGS WITH THE SUPERINTENDENT

The Association's representative shall meet with the Superintendent once a month during the school year, unless cancelled by mutual consent, to review and discuss current school problems and practices and the administration of this Agreement.

D. RIGHT TO SPEAK AT MEETINGS

An Association representative may speak to the employees at the conclusion of any faculty meeting held after normal working hours. The Administrator in charge may, at his/her sole discretion, permit an Association representative to address the employees during normal working hours at the conclusion of a faculty meeting.

E. MAIL PRIVILEGE

The Association may place communications in the individual mail boxes of members of the bargaining unit covered by this Agreement. The placement of such communications by an Association representative shall be outside of normal working hours. No public political material shall be placed in mail boxes. A copy of any communication shall be submitted simultaneously to the building administrator.

F. USE OF SCHOOL BUILDING

The Association may make written application to the Superintendent for the use of a school building to conduct an Association meeting. Such application shall be made at least three (3) days in advance of the proposed meeting, shall designate a period outside of normal school hours, and the approximate time needed. Upon the approval of the Superintendent, to be given within three (3) days following the request (unless other times are mutually agreed upon), the Association may be

permitted to use designated facilities for an Association meeting. Such approval shall not be arbitrarily withheld. The Association shall reimburse the District for any cost involved.

G. BULLETIN BOARDS

The Association may use a bulletin board in the faculty lounge or teachers' room in each building. Such use shall be limited to Association business, and material for posting shall first be submitted to the Superintendent or his/her designee for compliance with the above requirement. No political or libelous material shall be posted.

H. ASSOCIATION LEAVE

A leave of absence with pay for a total of fifteen (15) working days per school term shall be granted to employees as designated by the Association to attend conferences and workshops of the PSEA-NEA or to conduct Association business. Not more than four (4) employees shall be on such leave at the same time. The Association shall reimburse to the District the cost of substitutes who replace employees on such leave.

I. SPECIAL EDUCATION

Teachers required to write I.E.P.s for students who have been identified for the exceptional children's program shall be governed by the following provisions:

1. The District shall provide in-service training to those employees whose assignments require them to teach students who have individualized educational programs (I.E.P.s) and to other faculty members as the District may require. Such in-service training for those employees whose assignments require them to prepare I.E.P.s shall focus on the provisions of the law, and shall be provided during the in-service days scheduled during the work year. Those special education teachers required to write I.E.P.s and/or test students shall be permitted to utilize the scheduled in-service days for those purposes. Where practicable, the in-service training will be devoted to one (1) day each year.
2. When any employee is required to participate in a conference, review, evaluation, re-evaluation, or any meeting as a result of the need to fulfill provisions of the law, such meetings shall be scheduled with the employee's consent and during the regular work day and work year. If such time(s) cannot be found within the regular work day and work year, then the employee shall be compensated for all additional time beyond the regular work day or year as described in Section VII, B, of this Agreement.
3. Each teacher assigned responsibility for the writing of I.E.P.s shall be provided time as indicated below for the writing of I.E.P.s. Said allocation of I.E.P. time shall be other than the normally scheduled preparation period referred to in Section VII, 4a. The District shall have the sole discretion to determine who develops I.E.P.s.

I.E.P. Writing Time (2015-2016 only)

Up to 10 I.E.P.s	2 Days
Up to 15 I.E.P.s	3 Days
Up to 20 I.E.P.s	4 Days
Up to 25 I.E.P.s	5 Days
26 or more I.E.P.s	6 Days

I.E.P. Writing Time

0 to 6 I.E.P.s	1 Day
7 to 12 I.E.P.s	2 Days
13 to 18 I.E.P.s	3 Days
19 to 24 I.E.P.s	4 Days
25 or more I.E.P.s	5 Days

One half day release time will be provided to write initial I.E.P.s for new students identified during the school year. The teacher and building administrator will agree on the dates for I.E.P. writing.

4. Each special education teacher will be allotted one half-day clerical release time per grading period for the purpose of updating student records and reports, I.E.P. maintenance, R.R. writing, updating student files, progress monitoring reports, and other similar assigned duties. The teacher and building administrator will agree on the dates for these days.
5. Teachers will not complete special education paperwork for students once they are placed outside the district full-time.
6. All special education teachers will receive their tentative caseloads by May 1st for the upcoming school year. A finalized caseload will be given to the special education teacher by August 1st. All revisions to the special education teacher's caseload will occur prior to the first in-service day if deemed necessary by the Director of Special Education. If there are any revisions to caseloads after the first in-service day, each case manager involved will receive one-half (1/2) clerical day per revision.
7. New NOREPs (Notices of Recommended Educational Placement) and changes in placement will be written by the Director of Special Education and given to the case manager at least two (2) school days prior to the I.E.P. meeting. Annual updates will be done by the case manager.

SECTION XII

PENNSYLVANIA DEPARTMENT OF EDUCATION MANDATED PROGRAMS

A. STUDENT ASSISTANCE PROGRAM

1. The core team for the Student Assistance Program (SAP) shall consist of at least the following: two (2) co-chairpersons, one (1) of whom is the building principal or assistant principal and the other a guidance counselor; and two (2) volunteers from building professional staff.
2. The core team shall be chosen from a written list of volunteers by the co-chairpersons and an Association officer. In the case where there are multiple applicants, the core team members will be chosen by the most senior volunteers in accordance with the professional seniority list. In cases where there are no volunteers, the assignments will be made as a duty by the building principal.

Those involuntarily assigned shall not serve more than one (1) year. Volunteer core team members shall not serve more than three (3) consecutive years. After the three (3) years have expired, members may continue their tenure as a core team member if no new volunteers apply.

3. All building principals will notify the staff electronically of all opening(s) on the core team by May 1st of each year. All building principals will seek staff interest via email. Interested staff applicants must notify their building principal in writing via email by May 15th of their interest in being a member of the core team.
4. All core team members must be trained. Training costs for up to three (3) members per year of the core team will be paid by the district.

B. INDUCTION

1. Support teachers shall be selected according to the minimum criteria established by the Professional Development Committee. Support teachers must have:
 - a. Tenure Status (minimum three years permanent employment in the South Park School District).
 - b. Pennsylvania Instructional Level II Certification.
 - c. A history of satisfactory evaluations.
 - d. A similar type of teaching assignment as the inductee.

Participation in the program shall be voluntary, unless circumstances necessitate involuntary participation. The Superintendent will conduct involuntary selection of teachers. If qualifications of support teacher applicants are equal, the support teacher who has served as a mentor most recently shall be eliminated.

2. Any teacher who serves on the District Induction Team as a support teacher will be reimbursed at either of the following rates of his/her choice:
 - a. The support teacher shall receive two (2) additional personal days to be used during the school year he/she served as a support teacher. These additional personal days are not subject to the restrictions set forth in Section XVIII of the Collective Bargaining Agreement, and may be used at any time during the school year.
 - b. In lieu of the two (2) additional personal days, the support teacher may choose to receive compensation at the rate of two times the prevailing maximum daily substitute rate of pay.
3. If the support teacher is changed by the District, written notification must be delivered to the support teacher prior to the beginning of the school year.

C. ACT 178 (PROFESSIONAL DEVELOPMENT)

1. A Professional Development Committee made up of an equal number of teacher representatives and District representatives shall be established to design the District Professional Development Plan.
2. Teacher representatives from each building level (elementary, middle school and high school) will be selected by the faculty of each corresponding building level.
3. The Professional Development Committee shall plan the use of Professional Development days. Input into the use of these days shall be taken from the members of the District Advisory Committee.

SECTION XIII
SUB-CONTRACTING

The Association agrees that Association membership on the part of the employees shall not cause or permit any employee to interfere with any arrangements entered into between the District and other Union or Association or non-union contractor which require cooperative efforts on the part of the contractor and the employees, providing such arrangements do not result in suspensions, layoffs, loss of regular working hours, wages, or termination of employment of employees who are part of the bargaining unit covered by this Agreement. The provisions of this Section shall not limit the right of the District to make such arrangements which eliminate extra curricular or other duties of members of the bargaining unit.

SECTION XIV
NON-DISCRIMINATION

It is the continuing policy of the District and the Association that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, sex, sexual preference, or any other reason prohibited by law.

SECTION XV
VACANCIES AND TRANSFERS

A. POSTING OF VACANCIES

For purposes of this Section, "vacancy" means a position which has become available as a result of the retirement, death, or dismissal of a current employee or as a result of the creation of a new or additional position.

Whenever vacancies arise, the District shall notify all Association members by email. Postings will also be placed in all school buildings during this period and shall include the specific assignment.

All vacancies, except long term substitute positions, shall be posted for three (3) working days, and any interested teacher shall have an opportunity to submit promptly his/her qualifications for consideration before the District fills such vacancy.

All suspended (laid off) and demoted employees shall be subject to first recall, provided they are certified to instruct in the area of the posted vacancy.

Vacancies shall be filled on the basis of qualifications, but preference shall be given to staff applicants. Seniority shall govern the selection from staff applicants. Evaluation of qualifications shall not be performed in an arbitrary and capricious manner.

B. TRANSFERS

A teacher may request a transfer to another building or another assignment. A newly hired teacher may not bid on an open position until they have been in the District for a minimum of two (2) years. An employee may apply for transfer to a vacant position with the clear understanding that such transfer is not guaranteed. The District shall act in good faith on such request, and shall notify the teacher of its decision in writing within sixty (60) calendar days. Transfer requests shall be considered by the District with other relevant factors in evaluating the possibility of accommodations. In cases where qualifications are equal, a request for transfer will be given to the most senior applicant. An employee shall not be transferred involuntarily for arbitrary reasons. If an involuntary transfer becomes necessary, the least senior employee shall be involuntarily transferred. In recognition of the responsibility of the District for efficient operations, it is understood and agreed that in all cases of requests for transfer the following factors as listed below shall be considered:

1. Appropriate certification;
2. Previous teaching experience in the area of transfer;
3. Earned college credits in area of teaching;
4. Ability to perform the work;
5. Physical fitness;
6. Teacher evaluation based on satisfactory, unsatisfactory.

Transfers during the year will not be granted if they would lead to the disruption of the educational program through multiple changes of stations. Any vacant positions which are posted during the regular school term will become available for employee transfer for the next school term. An employee may then apply to transfer to that position with all vacancies and transfer rights being honored at that time if the employee has completed two (2) continuous years of satisfactory service with the South Park School District.

C. DUAL CERTIFICATION

Where a teacher holds a dual certification but has not had an assignment in that area for ten (10) or more years, he/she shall not be unilaterally assigned full-time classroom teaching in such area without one (1) semester's prior notice, except under emergency, unanticipated resignation, or other conditions beyond the control of the District.

D. NOTIFICATION OF ASSIGNMENT

1. Definition of assignment: An assignment is the placement of a professional employee in a building, grade level, and/or subject field(s). Changes in assignment will only take place between the end of one school year and the beginning of the following school year.

2. Applications for assignments in addition to the normal schedule will be made available for each vacant assignment. Assignments of professional employees to building, grade level, and/or subject field will be based on certification, competency, and seniority.
3. Professional staff will be tentatively notified at the close of school of their assignment with final notice and schedule by August 1. Student, staff, or program changes may necessitate assignment revisions after August 1. If reassignments involve changes in grade or subject area and occur after August 15, affected employees will be released from duty for two (2) days of preparation time.

E. SENIORITY

1. Definition - Seniority shall mean the total length of continuous service of a temporary professional and/or professional employee (School Laws of Pennsylvania 1949), district-wide, in South Park School District. Full-time substitutes shall have no seniority rights whatsoever. Professional employees who are involuntarily reduced to less than full-time status shall continue to accrue seniority as if the employee were working full-time.
2. Continuous service shall be calculated as of the first day of work following the last day of hire in accordance with the following provisions:
 - a. There shall be no deduction for any time lost which does not constitute a break in continuous service.
 - b. Continuous service shall be broken by:
 - 1). Resignation - provided that if the employee is rehired within fifteen (15) days, the break in continuous service shall be removed.
 - 2). Discharge
3. Seniority List

The School District shall furnish each employee with a seniority list of all employees covered by this Agreement. The list will show the names of all employees in order of their seniority ranking. The list will be furnished not later than November 1 and revised not less than annually thereafter. An employee shall have a period of thirty (30) calendar days after posting in which to challenge the seniority list by notifying the School District and the Association in writing. Rankings not challenged within thirty (30) days may not be challenged thereafter. A committee consisting of three (3) representatives from the Association and three (3) from the School District shall meet within five (5) calendar days following the challenge period for the purpose of resolving challenges. Any challenges unresolved may be submitted to arbitration within fifteen (15) days of this meeting as provided in Section IV, Step 4.

Where the lists show more than one (1) employee with identical length of full-time service, his/her order of seniority in relation to each other will be determined by the employee's social security number. The employee with the highest numerical value of the last four (4) digits of his/her social security number will be listed as

most senior. Remaining employees will be slotted in descending numerical order based on the last four (4) digits. The employee with the lowest numerical value of the last four (4) digits will be listed as least senior. In cases where multiple employees have the same last four (4) digits, the order amongst these employees will be determined by lot. The particular method of chance or of casting of lots shall be determined by the seniority committee at the time.

SECTION XVI

LEAVES

A. MILITARY LEAVES

Military leaves shall be governed by applicable law.

B. SABBATICAL LEAVES OF ABSENCE

1. A teacher who has completed ten (10) years of satisfactory service as a professional employee of any school district of the Commonwealth of which at least five (5) years of service shall have been in South Park School District shall be entitled to a leave of absence for restoration of health, study, a classroom occupational exchange, professional enhancement, or, at the discretion of the District, for other purposes. Professional enhancement shall be granted only for purposes for which the employee is able to gain professional growth in his/her subject area or areas related to their professional assignment. Such leave of absence shall be for a half or full school term. A leave for professional enhancement shall not be split between two school years. The person on leave of absence shall receive one-half (1/2) of his/her regular salary during the period he/she is on sabbatical leave. The above sabbatical leave shall be subject to all the terms and conditions of Sections 1166 through 1171 of the Public School Code of 1949, as amended, or any successor codes.
2. A committee consisting of one (1) administrator, one (1) school board member, and two (2) teachers shall be formed to establish the criteria and guidelines with the Professional Development Committee for employees who request a professional enhancement leave. This committee shall work to set up a screening process for employees who request a professional enhancement leave. The Professional Development Committee shall review teacher requests for professional enhancement leave and make recommendations to the board for approval based on the criteria and guidelines established.

C. FAMILY AND MEDICAL LEAVE

The District shall comply with all requirements of the Family and Medical Leave Act of 1993 (FMLA) and its corresponding regulations. Nothing in this Agreement shall be construed to lessen or diminish the rights guaranteed to the employees under the FMLA. FMLA leave will run "stacked" with respect to sick and personal days at the employee's discretion. The employee will have the option to use or not use sick days and/or personal days prior to taking FMLA leave when applicable. Sick days for personal illness or the illness of a family member will be able to be applied prior to FMLA leave.

D. SICK LEAVE BANK

1. Membership

- a. The sick leave bank is voluntary for members of the bargaining unit, but only those participating by October 1 of each school year may benefit from the program.
- b. Each participating member will donate one (1) sick day for the initial membership enrollment. No fractional days may be contributed. An additional day, but not more than one (1) additional day, may be assessed in any contract year when the number of days available in the sick bank drops below one-half (1/2) the number of participants or when deemed necessary and approved by the Executive Board of the SPEA. Employees may donate up to three (3) days of unused sick leave per year at their discretion, provided the addition of such days does not increase the total number of days in the Sick Leave Bank to more than three times the number of employees in the Bargaining Unit as specified in Section XVI-D-4-b.
- c. Anyone deciding to participate in the program after the initial year must donate all sick days he/she would have been liable for from his/her initial year of employment or the beginning of this program.

2. Qualifications for Use

- a. Personal Accumulated Sick Leave - All personal accumulated sick leave must have been used before an individual is eligible for any sick leave bank days.
- b. Report of Physician - A physician's report substantiating the employee's illness or injury shall be presented to the Superintendent's office before the employee will receive any benefit from the sick leave bank.
- c. Waiting Period - For an employee to receive any benefit under this provision, the individual's period of illness or disability must continue for a number of consecutive, unpaid workdays following the exhaustion of all personal accumulated sick leave pertaining to the present illness or disability as prescribed in the following scale:

<u>Days of Personal Sick Leave</u>	<u>Waiting Period</u>
0 to 10 days	7
More than 10 days	6
More than 20 days	5
More than 30 days	4
More than 40 days	3
More than 50 days	0

- d. Type of Illness or Injury Included - Benefits from the sick leave bank will be available for single or continuing illness or injury.
- e. Review Board - All unusual cases shall be reviewed for final decision by a Review Board consisting of: an elementary, middle, and senior high school participating teacher appointed by the Association; an elementary, middle and senior high school administrator. The Review Board may involve others to resolve certain specific cases.

3. Application for Use

- a. The individual needing additional sick leave benefits beyond the accumulated personal sick leave shall direct a letter to the Superintendent, enclosing a medical report, confirming the illness or injury and stating forth the need for additional benefits. Unless extenuating circumstances are involved or the case must come before the Review Board or both, the applicant should receive an answer within one (1) week, including the total number of sick leave bank days available and the total number for which the applicant is eligible.
- b. Upon return to employment, the employee shall notify the Superintendent's office.

4. Benefits

- a. Number of Days of Eligibility - As long as the sick leave bank contains any available days, employees are eligible for sick leave bank entitlement equal to five (5) times the number of years of service in the South Park School District plus ten (10) days to a maximum of 100 days. When a total of one hundred (100) days of the Sick Leave Bank have been used by a member (cumulatively), his/her membership in the Sick Leave Bank shall expire. However, once a member has used the maximum number of days allotted under the Sick Leave Bank provisions of XVI-D-2-c, that member may rejoin the Sick Leave Bank as a new member, and his/her years of service, for the purpose of Sick Leave Bank entitlement, shall commence as one, and membership benefits will begin to accumulate again.
- b. Limitation of Total Size of Sick Bank - The total number of days in the sick bank shall never exceed three times the number of employees in the bargaining unit.
- c. Rate of Pay - All sick leave day benefits, both personal accumulated and sick leave bank, will be at the employee's daily rate, less usual deductions.
- d. Total Reimbursement - The total payment to any member utilizing the Sick Leave Bank shall not be more than 100% of the member's salary to which he/she would otherwise have been entitled. All payments from third parties to the member, including but not limited to Workman's Compensation, Disability Insurance, etc. shall be deducted from the normal rate of pay. The employee shall receive the difference between the third party payment and the amount the employee would otherwise have received from that pay period. This difference would be deducted from the employee's net income after retirement, social security, taxes, etc. have been calculated. Members must provide written notification of all such third party payments.

5. Implementation

Implementation of Sick Leave Bank provision of this Agreement may be postponed to the next school year by the Association due to inadequate participation. In such event, all days donated shall be restored to contributing teachers.

E. SICK LEAVE

Each employee shall be entitled to ten (10) days sick leave with pay per school term. All unused sick leave shall be cumulative. Employees may utilize up to five (5) sick days per year to care for an ill or injured spouse, child, or parent. These days will be recorded in Aesop or its successor in the appropriate category.

F. NOTIFICATION OF ACCUMULATION OF SICK LEAVE DAYS

Members of the bargaining unit covered by this Agreement shall be given a written accounting of accumulated sick leave days not later than August 1 of each year of this Agreement.

G. SICK LEAVE WITHOUT PAY

When an employee is absent from work because of disability, the employee shall not lose the right to return to work for assignment, provided said employee remains otherwise eligible, for a period of two (2) full semesters after the expiration of accumulated sick leave. After said accumulated sick leave is exhausted, if the employee selects to remain off the aforesaid two (2) semesters, said employee shall then report back to work on the first day of the school work year or the first day of the mid-year starting time, whichever time occurs after the expiration of the aforesaid two (2) semester periods. The date of returning to work as stated above shall be subject to change only by mutual agreement between the employee and the District in a written statement signed by the employee and the Superintendent.

H. RIGHT TO RETURN

When an employee is absent from work because of illness, he/she shall not lose his/her right to return for assignment to work for a period of one (1) year after expiration of accumulated paid sick leave, provided he/she remains otherwise eligible, subject to return dates as set forth in Section XVI, G.

I. DEATH LEAVE - IMMEDIATE FAMILY

An employee shall receive three (3) consecutive work days, at any one time in the event of death of his/her father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, son-in-law, daughter-in-law or near relative who resides in the same household, or any person with whom the employee has made his/her home. Said leave shall include the day of the funeral. Further, such leave is not provided where the death occurs during summer recess and more than three (3) calendar days from the start of the work year.

J. DEATH LEAVE - NEAR RELATIVE

Whenever a professional or temporary professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of School directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, and sister-in-law. At the discretion of the Superintendent, additional time may be granted without pay to employees in the event travel is required to attend a funeral on the day of interment.

K. LEGAL MATTERS

When an employee is requested by the District to appear in a legal proceeding, there shall be no loss in pay for time lost thereby.

L. JURY DUTY LEAVE

An employee who is called for jury duty in a court of law shall be excused from work for the days for which he/she is called to serve. Such employee shall receive for each such day for which he/she otherwise would have worked up to a limit of fifteen (15) per school year, the difference between the juror's fee the employee has received and the amount the employee would otherwise have received for such day. The employee will present proof of the call to jury duty and length of jury service and the jury fee received.

M. UNPAID LEAVE OF ABSENCE FOR EMERGENCY SITUATIONS

Professional employees may, at the discretion of the Superintendent, be granted unpaid leave of absence for a period of no longer than one (1) full school term. The employee must notify the School District at least thirty (30) days prior to the next school term of his/her intent to return or resign. At the discretion of the Superintendent, a short term unpaid leave may be granted for unavoidable or unexpected circumstances, provided, however, all accumulated personal leave has been exhausted prior to requesting said leave. The District shall honor any unpaid leave approved prior to the effective date of this agreement.

N. UNPAID LEAVE FOR EMERGENCY SITUATIONS FRINGE PAYMENTS

All District-granted leaves of absence shall be without fringe benefits for the duration of such unpaid leave of absence. During the term of said District-granted leave, said employee shall be permitted to continue premium payments for life insurance, medical and surgical coverage, and disability insurance at his/her expense.

**SECTION XVII
CHILD REARING LEAVE**

Employees shall be granted unpaid leave of absence for up to one year for the purpose of child-rearing under the following provisions:

- A. Such leave shall be consistent with applicable state or federal laws.
- B. In the case of pregnancy, an employee's leave shall begin on the date of the birth of the child. In the case of the adoption of a child or foster care, leave shall begin on the date the employee takes physical custody of the child. Child rearing leave will run concurrently with FMLA, sick leave, and personal leave where applicable.
- C. The employee may return to work on the first day of the school year, or the first day of the mid-year. If the employee elects to remain off work the entire one-year period, the employee shall return to work on the day exactly one calendar year from the date the leave began. If this date falls on a weekend or holiday, the employee will return to work on the next work day.
- D. The employee must notify the District sixty (60) calendar days prior to the return date for employment. Failure to notify the District of return to work will result in having the position declared open. The date of returning to work, as stated above, shall be subject to change only by mutual agreement between the employee and the District in a written statement signed by the employee and the Superintendent. The sixty

(60) calendar day notification period may be waived upon written request of the employee at the discretion of the Superintendent.

- E. The professional employee may continue insurance coverage during the leave of absence by submitting the monthly premium payments in advance of the due date to the Business Office.

SECTION XVIII

PERSONAL/EMERGENCY LEAVE

Three (3) personal/emergency leave days shall be available for each staff member for legal, religious, business, medical, or personal reasons. Personal/emergency leave days may accumulate to five (5) days. Accumulated days in excess of five (5) will convert to sick leave days at the end of the year. The following limitations apply:

- A. All requests except for emergency requests must be recorded in Aesop, or its successor at least five (5) school days prior to the effective day of leave stating the reason for the leave.
- B. The following number of maximum requests for personal leave may be honored from each building for any one day in order to avoid disruption of the education process:
 - a. High School 5
 - b. Middle School 5
 - c. Elementary Center 5

SECTION XIX
RATES AND METHODS OF PAY

- A. Effective February 26, 2016. Salary payments from September 1, 2015 until February 25, 2016 will be based on the previous Collective Bargaining Agreement salary schedule.

SOUTH PARK SCHOOL DISTRICT, 2015-2016
Education and Job Steps

Steps						
From	In					
Top	Contract	Bachelors	B+24	Masters	M+15	M+30
14	1	42,620	43,420	44,220	45,020	45,820
13	2	43,620	44,420	45,220	46,020	46,820
12	3	44,720	45,520	46,320	47,120	47,920
11	4	45,820	46,620	47,420	48,220	49,020
10	5	46,920	47,720	48,520	49,320	50,120
9	6	48,020	48,820	49,620	50,420	51,220
8	7	49,120	49,920	50,720	51,520	52,320
7	8	50,220	51,020	51,820	52,620	53,420
6	9	51,320	52,120	52,920	53,720	54,520
5	10	52,420	53,220	54,020	54,820	55,620
4	11	54,620	55,420	56,220	57,020	57,820
3	12	61,120	61,920	62,720	63,520	64,320
2	13	69,320	70,120	70,920	71,720	72,520
1	14	79,520	80,320	81,120	81,920	82,720
Top	15	92,500	93,300	94,100	94,900	95,700

B. Effective September 1, 2016:

**SOUTH PARK SCHOOL DISTRICT, 2016-2017
Education and Job Steps**

Steps						
From	In					
Top	Contract	Bachelors	B+24	Masters	M+15	M+30
14	1	43,293	44,093	44,893	45,693	46,493
13	2	44,193	44,993	45,793	46,593	47,393
12	3	45,093	45,893	46,693	47,493	48,293
11	4	46,193	46,993	47,793	48,593	49,393
10	5	47,293	48,093	48,893	49,693	50,493
9	6	48,393	49,193	49,993	50,793	51,593
8	7	49,493	50,293	51,093	51,893	52,693
7	8	50,593	51,393	52,193	52,993	53,793
6	9	51,693	52,493	53,293	54,093	54,893
5	10	52,793	53,593	54,393	55,193	55,993
4	11	54,993	55,793	56,593	57,393	58,193
3	12	61,493	62,293	63,093	63,893	64,693
2	13	69,693	70,493	71,293	72,093	72,893
1	14	79,893	80,693	81,493	82,293	83,093
Top	15	92,800	93,600	94,400	95,200	96,000

C. Effective September 1, 2017:

**SOUTH PARK SCHOOL DISTRICT, 2017-2018
Education and Job Steps**

Steps						
From	In					
Top	Contract	Bachelors	B+24	Masters	M+15	M+30
14	1	44,099	44,899	45,699	46,499	47,299
13	2	44,899	45,699	46,499	47,299	48,099
12	3	45,699	46,499	47,299	48,099	48,899
11	4	46,499	47,299	48,099	48,899	49,699
10	5	47,599	48,399	49,199	49,999	50,799
9	6	48,699	49,499	50,299	51,099	51,899
8	7	49,799	50,599	51,399	52,199	52,999
7	8	50,899	51,699	52,499	53,299	54,099
6	9	51,999	52,799	53,599	54,399	55,199
5	10	53,099	53,899	54,699	55,499	56,299
4	11	55,299	56,099	56,899	57,699	58,499
3	12	61,799	62,599	63,399	64,199	64,999
2	13	69,999	70,799	71,599	72,399	73,199
1	14	80,199	80,999	81,799	82,599	83,399
Top	15	93,100	93,900	94,700	95,500	96,300

D. Effective September 1, 2018:

**SOUTH PARK SCHOOL DISTRICT, 2018-2019
Education and Job Steps**

Steps						
From	In					
Top	Contract	Bachelors	B+24	Masters	M+15	M+30
14	1	45,020	45,820	46,620	47,420	48,220
13	2	45,720	46,520	47,320	48,120	48,920
12	3	46,420	47,220	48,020	48,820	49,620
11	4	47,120	47,920	48,720	49,520	50,320
10	5	47,820	48,620	49,420	50,220	51,020
9	6	48,920	49,720	50,520	51,320	52,120
8	7	50,020	50,820	51,620	52,420	53,220
7	8	51,120	51,920	52,720	53,520	54,320
6	9	52,220	53,020	53,820	54,620	55,420
5	10	53,320	54,120	54,920	55,720	56,520
4	11	55,520	56,320	57,120	57,920	58,720
3	12	62,020	62,820	63,620	64,420	65,220
2	13	70,220	71,020	71,820	72,620	73,420
1	14	80,420	81,220	82,020	82,820	83,620
Top	15	93,300	94,100	94,900	95,700	96,500

E. Effective September 1, 2019:

**SOUTH PARK SCHOOL DISTRICT, 2019-2020
Education and Job Steps**

Steps						
From	In					
Top	Contract	Bachelors	B+24	Masters	M+15	M+30
14	1	46,000	46,800	47,600	48,400	49,200
13	2	46,640	47,440	48,240	49,040	49,840
12	3	47,281	48,081	48,881	49,681	50,481
11	4	47,922	48,722	49,522	50,322	51,122
10	5	48,563	49,363	50,163	50,963	51,763
9	6	49,204	50,004	50,804	51,604	52,404
8	7	50,304	51,104	51,904	52,704	53,504
7	8	51,404	52,204	53,004	53,804	54,604
6	9	52,504	53,304	54,104	54,904	55,704
5	10	53,604	54,404	55,204	56,004	56,804
4	11	55,804	56,604	57,404	58,204	59,004
3	12	62,304	63,104	63,904	64,704	65,504
2	13	70,504	71,304	72,104	72,904	73,704
1	14	80,704	81,504	82,304	83,104	83,904
Top	15	93,500	94,300	95,100	95,900	96,700

F. LONGEVITY REQUIREMENTS

Each employee beginning his/her twentieth (20th) continuous and consecutive year or more of service in the South Park School District exclusive of military, sabbatical or sick leave shall have additional money added to his/her salary according to the following scale:

20 th – 24 th year	=	\$400 per year
25 th – 29 th year	=	\$500 per year
30 th + year	=	\$600 per year

G. METHOD OF PAY

Each employee covered by the provisions of this Agreement shall receive his/her annual salary in twenty-six (26) equal payments, paid every other Friday beginning with the first Friday in September. If the Friday payday falls on a holiday, the distribution of checks shall be made on the last day of work prior to the Friday payday. If the employee so desires, he/she shall receive, upon request, his/her salary for June, July and August in the second pay of June, providing the Superintendent is notified in writing by March 1 of that year.

SECTION XX
FRINGE BENEFITS

A. HEALTH CARE

1. Health Care Insurance

During the term of this Agreement, the District shall provide to employees the standard Allegheny County Schools Health Insurance Consortium health care insurance under the Blue Cross/Blue Shield PPOBlue plan of coverage. Should the PPOBlue plan cease to exist, both parties will negotiate to provide equivalent or better coverage from another carrier. The District will pay the full cost of the PPOBlue health care plan, less premium sharing amounts as listed in the table below.

Effective February 26, 2016. Health care premium shares from September 1, 2015 until February 25, 2016 will be based on the previous Collective Bargaining Agreement.

Premium shares, per month

	Multi-party	Individual
2015-16	120	40
2016-17	130	43
2017-18	140	47
2018-19	150	50
2019-20	160	53

2. Section 125 Account

- a. The District agrees to establish a Section 125 plan of the Internal Revenue Code which allows participants the option of deferring salary on a pre-tax basis to pay for medical premiums, medical co-pays and deductibles, prescription drugs, dental care, eye care, dependent care, and other qualifying expenses of such plans. The employer shall establish this benefit in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code, as amended, including the development of a separate plan document to be approved by the Association, and the filing of all initial and subsequent documentation required to maintain such a plan.
- b. The Flexible Spending Account program shall be implemented and administered by Kades-Margolis or the currently endorsed PSEA provider and their designated administrator and insurance carrier (currently Security Benefit Group).
- c. The District will establish a payroll deduction slot for the current vendor or their designated administrator and insurance carrier. The District will allow a 30 minute yearly information meeting in each building and an individual 15 minute personal counseling sessions with the 125 counselors to insure proper communication and sign up opportunities for all eligible employees. An employee may elect to withdraw or enroll from the plan on a yearly basis at times approved by the District, the Association, the plan administrator and the Internal Revenue Code.
- d. Employees, at their option, may choose to participate in said plan in accordance with the following provisions:
 - i. Employees must provide written notification, prior to the start of the plan year, of the amount they choose to contribute to a flexible spending account. Changes during the plan year will be allowed only when there is a change in employee or employee family status as defined by the IRS.
 - ii. The maximum contribution for each employee shall be the maximum amount allowable by law for the flexible spending accounts and up to the maximum dollar amount allowable under law for the dependent care accounts. The designated amount shall be deducted from the employee's salary through payroll deduction in equal installments over the period of the plan year.
 - iii. Employees must use the money designated for allowable expenses within the plan year. Any unused money within a plan year, up to the maximum amount allowable by law, may be rolled over to the next plan year. The District will change the plan document to allow for this rollover to occur beginning with the period of coverage for the 2016-2017 school year. Any amount over the maximum allowable by law or any rollover monies not used within the allowable rollover period will be forfeited. Employees shall have ninety (90) days following the conclusion of the plan year to submit any expenses within the plan year for reimbursement. Any forfeited balances shall be used by the employer to offset administrative costs of operating the plan.

- iv. The period of coverage shall be twelve (12) months or the entire length of any shortened plan year agreed upon by the parties. The period of coverage for the 2015-2016 school year shall remain as in the previous Collective Bargaining Agreement. The period of coverage for the 2016-2017 school year will be October through June. The period of coverage for each subsequent year of this agreement will be July through June.
- v. The participant must provide written substantiation of any claim prior to being reimbursed. Reimbursement shall be made once \$25 of claims have been submitted to the administrator and will only be made for claims incurred during the period of coverage. All aspects of reimbursement will be handled directly by the plan administrator, Security Benefit Group.
- e. The Association and employer will support all educational programs involving this product.
- f. The Association agrees that once the plan is established the District's only obligation thereunder will be to make the appropriate contributions. The Association agrees to save and hold harmless the District for any and all other claims that arise.

3. Health Care Option

The District agrees to pay each employee who does not apply for and receive the health care benefits set forth in Section XX-A above, a cash payment amounting to at least twenty-five percent (25%) of the applicable premium for the PPOBlue plan of coverage less the premium share amounts listed in the table above in A1. Said cash payment shall be made in the last paycheck in June in lieu of the District's paying any premium for such benefits during the period from the date of re-enrollment on the first inservice day in the Fall to the first inservice day in the Fall of the subsequent year, for each work year during the life of this Agreement.

4. Employee Assistance Plan (EAP)

The District shall provide an Employee Assistance Plan for members of the professional staff. The plan provided will be equivalent/comparable to the Healthforce plan. The District and the Association agree to jointly educate the staff regarding the components of the plan.

B. PREPAID DENTAL CARE PROTECTION

The following provisions apply to the PPOBlue plan participants:

- 1. Effective upon execution of any applications required and accepted by the carrier in accordance with normal insurance standards, the District shall provide to each eligible employee 100% of the cost of the standard Allegheny County Schools Health Insurance Consortium basic family dental care and riders A, B, C, and D, equivalent or better coverage provided by another carrier. This provision applies to employees who participate in the PPOBlue plan as described in Section XX (A) above.
- 2. The District agrees to pay each employee who does not apply for and receive the dental care benefits set forth in Section XX, B above, a cash payment amounting to at least twenty-five percent (25%) of the applicable premiums for said

entitlement. Said cash payment shall be made in the last paycheck in June in lieu of the District's paying any premium for such benefits during the period from the date of re-enrollment on the first in-service day in the Fall to the first in-service day in the Fall of the subsequent year, for each work year during the life of this Agreement.

C. VISION

The District shall provide the standard Allegheny County Schools Health Insurance Consortium vision plan for employees and family. The cost will be paid by the employee.

D. DESCRIPTION OF BENEFITS

The District shall provide to each employee a description of the insurance coverage provided under this Section as soon as reasonably possible after the same is received from the respective insurance carrier involved.

E. LIFE INSURANCE

The District shall provide each employee with \$50,000 of group term basic life insurance as designated by the School District Group Life Insurance Master Policy payable to his/her designated beneficiary.

F. CREDIT REIMBURSEMENT

Each employee, after permanent certification or Level II certification, will be paid seventy-five percent (75%) of the cost per credit for tuition expended by the employee. If an employee attends a university or college with a cost per credit less than the University of Pittsburgh, the reimbursement will be seventy-five percent (75%) of the employee's cost per credit for that university or college. If an employee attends a university or college with a cost per credit greater than the University of Pittsburgh, the maximum reimbursement entitlement is seventy-five percent (75%) of the prevailing cost for in-state graduate courses at the University of Pittsburgh. All reimbursement will be based upon the part-time student graduate credit rate.

1. All graduate courses must be previously approved by the Superintendent in writing.
2. In no event shall any reimbursement for credits be duplicated (ex: scholarship, federally funded program, grants, etc.)
3. A maximum of twelve (12) credits will be reimbursed in any one (1) year. A year is defined as a school year, commencing in late August/early September and ending in August (for summer courses). No more than six (6) credits will be reimbursed for the fall and spring semesters except in the case of an educational sabbatical.
4. The credits must be in the field of classroom assignment, of special value in the teacher's assigned area, as determined by the District, or required for a Masters/Masters Equivalent/Doctors program in Elementary Education, Secondary Education, or area of assignment.
5. Only credits with B or better grades, or P for Pass/Fail courses, or S for Satisfactory/Unsatisfactory courses will be reimbursed.

6. A member no longer employed by the District, other than retirement, will be required to pay back all credit reimbursement within ninety (90) days of terminating employment. The amount required to be paid back will be based on the calendar years of service after the reimbursement according to the following scale:
 - a. Within one calendar year after reimbursement – 100%
 - b. Between first and second year after reimbursement – 75%
 - c. Between second and third year after reimbursement – 50%
7. Prior to credit reimbursement, the employee will need to submit proof of payment such as a copy of a cancelled check, a copy of a credit card statement, or stamped paid receipt from the college or university, etc.

G. COURSES REQUIRED BY DISTRICT

When, however, a teacher is required and/or requested by the District to take any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions, the District shall pay the full cost of tuition and other reimbursable expenses incurred in connection therewith.

H. MILEAGE PAYMENT

Bargaining unit employees required to drive their personal car from school to school in the course of their assigned duties and who drive their personal car to conferences will be paid an amount equal to the IRS mileage rate. Liability insurance will be provided by the District, limited to the School District liability insurance master policy in effect for employees.

I. RETIRING EMPLOYEES

1. An employee who is permanently retiring because of age, years of service, or disability, under the provisions of the Public School Employees Retirement Act and/or the Early Retirement Incentive shall be entitled to a severance allowance based upon unused accumulated sick leave days at fifty dollars (\$50) per day for the first one hundred (100) accumulated days and seventy-five dollars (\$75) per day for each day beyond one hundred (100) days with no limit in days.
2. Any employee who is discharged for cause or any employee who fails to give at least sixty (60) days notice of an intent to retire, if required, shall not be eligible for severance allowance. In case of death, the teacher's beneficiary will receive payment for the entire severance allowance.
3. An employee will be eligible to take a retirement incentive after reaching superannuation as defined by the Pennsylvania State Employee Retirement System (PSERS). Otherwise, the minimum eligibility requirements will be reaching thirty (30) years of service in PSERS, seventeen (17) years of service in the South Park School District, and the maximum step in the current contractual salary schedule. The maximum eligibility requirements will be superannuation as defined by PSERS. Retirement must be by the end of the school year when reaching superannuation. All employees taking the incentive must be officially retiring through PSERS. No employees retiring under disability according to PSERS will be eligible for the incentive. The employee will need to submit notice of their intent to retire by January 1st of that calendar year.

4. The monetary retirement incentive will be one-fifth (1/5) of the teacher's final salary as listed on the salary schedule for that school year with a cap of \$16,500 per year. The monetary retirement incentive will be dispensed to each retiring employee for five years. The District will annually place the compensation in a 403b account designated for each retiree through Kaedes-Margolis.
5. For the 2015-2016 school year, any employee who has reached superannuation and any number of years beyond superannuation will also be eligible to receive the retirement incentive. For the 2015-2016 school year, any employee wishing to retire will need to submit notice of their intent to retire by February 29, 2016.

J. EMPLOYEE PAID BENEFITS

The School District must give written notice to all employees in the bargaining unit who are on unpaid leaves of absence or those who have retired and are receiving benefits from the Public School Employees Retirement System but are not yet sixty-five (65) of the option to continue their health care, dental care and vision coverage at the group rate by making payments to the Board Secretary on a monthly basis by the tenth (10th) day of each month.

SECTION XXI
EXTRA DUTY PAY SCALE

A. EXTRA DUTY ACTIVITIES

Effective for the applicable teacher work year for the school term as designated below, extra duty activities will be paid in accordance with the following schedule. Extra duty payments from September 1, 2015 until February 25, 2016 will be based on the previous Collective Bargaining Agreement Extra Duty Pay Scale.

Extra Duty Assignment	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Academic Games	\$1,481	\$1,521	\$1,563	\$1,606	\$1,650
Assistant	\$925	\$950	\$976	\$1,003	\$1,031
Middle School Assistant	\$925	\$950	\$976	\$1,003	\$1,031
Band Director	\$6,719	\$6,904	\$7,093	\$7,289	\$7,489
Assistant Director	\$2,475	\$2,543	\$2,613	\$2,685	\$2,759
1 st Marching Band Instructor	\$1,827	\$1,877	\$1,929	\$1,982	\$2,036
2 nd Marching Band Instructor	\$1,827	\$1,877	\$1,929	\$1,982	\$2,036
3 rd Marching Band Instructor	\$1,827	\$1,877	\$1,929	\$1,982	\$2,036
4 th Marching Band Instructor	\$1,827	\$1,877	\$1,929	\$1,982	\$2,036
Elementary	\$1,342	\$1,379	\$1,417	\$1,456	\$1,496
After School Bus Duty (Elementary Center)	\$1,434	\$1,474	\$1,514	\$1,556	\$1,599
Class Sponsors					
9 th Grade	\$578	\$594	\$611	\$628	\$645
10 th Grade	\$752	\$773	\$794	\$816	\$838
11 th Grade	\$1,203	\$1,236	\$1,270	\$1,305	\$1,341
12 th Grade	\$1,296	\$1,331	\$1,368	\$1,406	\$1,444
Department Chairperson					
(Can be split if mutually agreed upon)	\$2,278	\$2,341	\$2,405	\$2,471	\$2,539

Extra Duty Assignment	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Event Assignments	\$72	\$74	\$76	\$78	\$80
Instructional Rate (per hour) (including travel) (Homebound, Extended School Year, Required After-School Tutoring)	\$39	\$40	\$41	\$42	\$44
Instructional Leaders (Grades K - 8 + Specials) (13) (1 - Elem; 1 - Middle)	\$2,070	\$2,127	\$2,186	\$2,246	\$2,308
Job Placement	\$2,070	\$2,127	\$2,186	\$2,246	\$2,308
Newspaper High School (per issue)	\$196	\$202	\$207	\$213	\$219
Middle School (per issue)	\$196	\$202	\$207	\$213	\$219
Student United Nations	\$1,030	\$1,058	\$1,087	\$1,117	\$1,148
Interact Club	\$4,025	\$4,135	\$4,249	\$4,366	\$4,486
Playground Supervisor	\$1,666	\$1,711	\$1,758	\$1,807	\$1,856
Recreation Rate (per hour) (After school and including Club Activities and Curriculum Writing)	\$24	\$24	\$25	\$26	\$26
Stage Crew	\$1,318	\$1,355	\$1,392	\$1,430	\$1,469

Extra Duty Assignment	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Student Government					
High School	\$1,468	\$1,509	\$1,550	\$1,593	\$1,637
Middle School	\$1,087	\$1,117	\$1,148	\$1,179	\$1,212
Middle School Student Service Club	\$1,087	\$1,117	\$1,148	\$1,179	\$1,212
TSA (SPMS)	\$1,129	\$1,160	\$1,192	\$1,225	\$1,259
F1 (SPMS)	\$1,129	\$1,160	\$1,192	\$1,225	\$1,259
F1 (SPHS)	\$1,129	\$1,160	\$1,192	\$1,225	\$1,259
BOTS (SPHS)	\$1,129	\$1,160	\$1,192	\$1,225	\$1,259
Environmental Club	\$1,129	\$1,160	\$1,192	\$1,225	\$1,259
Yearbook Sponsor					
High School	\$3,146	\$3,233	\$3,322	\$3,413	\$3,507
Middle School	\$1,111	\$1,141	\$1,173	\$1,205	\$1,238
Class Coverage (per coverage)	\$28	\$29	\$29	\$30	\$31
Class Coverage (half period or less)	\$14	\$14	\$15	\$15	\$15
Musical Director	\$1,753	\$1,801	\$1,851	\$1,902	\$1,954
Assistant	\$1,048	\$1,077	\$1,106	\$1,137	\$1,168
Musical Coordinator	\$1,048	\$1,077	\$1,106	\$1,137	\$1,168
Technical Coordinator	\$1,048	\$1,077	\$1,106	\$1,137	\$1,168
Choreographer	\$550	\$565	\$580	\$596	\$613
Costumes	\$455	\$468	\$481	\$494	\$507
Drama Club Sponsor	\$2,521	\$2,591	\$2,662	\$2,735	\$2,811

B. METHOD OF PAYMENT FOR EXTRA-DUTY REIMBURSEMENT

1. Employees engaged in seasonal EDR (including the non-academic extracurricular positions) shall be reimbursed for said duties in equal amounts distributed pro-rata every other Friday, (as per Method of Payment, Section XIX, H), over the duration of the season.
2. Year-long extra-duty reimbursements (i.e., chairpersons, class advisors, etc.) will be paid in twenty-six (26) equal payments (as per Method of Payment, Section XIX, H).
3. All other payments for extra-duty reimbursements shall be added to the regular pay for that pay period. Payment for extra duties must be submitted by the Friday preceding the regularly scheduled Friday pay.

C. APPROVED ACTIVITIES

Teacher participation in extra-curricular activities shall be strictly voluntary and shall be compensated according to the rate of pay previously listed.

D. ACTIVITIES ADDED DURING THE TERM OF THIS AGREEMENT

It shall be the right of the Association to negotiate the rate of pay for any position which is considered to be academic in nature and which has been newly approved by the Board during the terms of this Agreement prior to the staffing of that activity. Positions shall be filled by a bargaining unit employee. However, if no bargaining unit member applies for the position, the Board may fill the position from non-bargaining unit personnel.

E. BUS DUTY

After school bus duty as an extra-duty assignment will be filled by a volunteer from the bargaining unit at the appropriate pay rate as set forth in this Section. If no employee volunteers, the District shall have the right to assign an employee from the bargaining unit to said duty. Such assignment shall be for at least one semester.

F. SELECTION OF PARTICIPANTS

In the event that such extra-curricular activities require the selection of participants in that activity, the person directing the activity shall have the sole and exclusive rights in selecting the participants.

G. DISTRICT RIGHTS

The Association and the District acknowledge that nothing agreed to in this Section shall limit the District's right to:

1. Eliminate or create an extra-duty position, consistent with rules and regulations of the Pennsylvania Department of Education.
2. Fill such extra-duty position with whomsoever it chooses, whether a bargaining unit employee or non-bargaining unit employee, as long as said position is filled in accordance with provisions of Section XV, VACANCIES AND TRANSFERS.
3. Set the duties to be performed for any such position and the times for their performance.

H. EVENT ASSIGNMENTS

At the beginning of each semester the positions for event assignments will be posted in accordance with Section XV, A. POSTING OF VACANCIES, of this Agreement. All interested faculty members shall sign up at that time for desired assignments. A pool of applicants will be created and assignments rotated among qualified applicants. If anyone fails to work when assigned, he/she will lose his/her position in the rotation. Failure to work three consecutive times will result in the person being dropped from the pool.

**SECTION XXII
MEMBERSHIP/DUES DEDUCTION**

A. MAINTENANCE OF MEMBERSHIP

All employees who are presently members of the Association in good standing in accordance with its Constitution and By-Laws, and all other employees who hereafter become members of the Association, shall, as a condition of employment, maintain their membership in the Association in good standing for the duration of the Agreement except as provided by Act 195. For the purpose of this Section, an employee shall not be deemed to have lost his/her membership in the Association in good standing until the Financial Secretary of the Association shall have determined that the membership of such employee in the Association is not in good standing and shall have given the District a notice in writing of that fact.

B. DUES CHECK-OFF

The District will deduct uniform and regular monthly dues, as designated by the Association in writing to the District, on the basis of individually-signed voluntary check-off authorization cards. A copy of such authorization card for the deduction of Association dues shall be furnished to the District. Cards must be submitted by the Association President to the Superintendent no later than the tenth (10th) day of October for payroll deduction. In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the pay of the following month, provided, however, that any accumulation of dues shall be limited to two (2) months.

C. FAIR SHARE

Each non-member in the bargaining unit represented by the South Park Education Association shall be required to pay a fair share fee as provided by Act 291 of 1988. The District and the Association agree to comply with all provisions of the law. The Association agrees to extend to all non-members the opportunity to join the Association.

D. INDEMNITY

The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of Sections XXII, A, B and C above, or in reliance on any list, notice, or assignment furnished under any of such provisions.

SECTION XXIII **PRIOR AGREEMENTS**

The terms and conditions established by this Agreement replace those which were or may have been established between the parties under any other agreement or agreements.

COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND MASTER AGREEMENT

Any individual contract between the Board and individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. This Agreement, during its duration, shall be controlling.

SECTION XXIV **RESPONSIBILITIES OF THE PARTIES**

The District (its officers and representatives at all levels) is bound to observe the provisions of this Agreement. The Association (its officers and representatives at all levels) is bound to observe the provisions of this Agreement. The parties' officers, representatives, agents and members shall deal fairly and reasonably with one another in all relationships under this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- A. There shall be no interference with the right of employees to become or to continue as members of the Association.
- B. There shall be no discrimination, restraint, or coercion against any employee because of membership in the Association.
- C. There shall be no Association activity on District time.
- D. There shall be no intimidation or coercion of employees into joining the Association or continuing their membership therein.

SECTION XXV **NO STRIKE/LOCKOUT**

During the terms of this Agreement, the District agrees there will be no lockouts and the Association agrees there will be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Association shall authorize, instigate, aid or condone any such activities.

SECTION XXVI **MANAGEMENT RIGHTS**

- A. Inherent Managerial Rights, as directed by the School Laws of Pennsylvania and as set forth in Section 702 of the Public Employee Relations Act (Act 195), are reserved to the District and its designated administrative staff. The District has the

responsibility for the selection, assignment, direction, supervision, evaluation, and management of all District employees.

- B. The Association recognizes the paramount responsibility of the District for the operation of the schools. The Association further recognizes the responsibility of the Superintendent and his/her administrative staff to carry out school policy as established by the Board. In addition, recognized channels of direct communication between the administration and the professional staff, outside the negotiations procedures, still do exist and should be adequate for most issues.

SECTION XXVII

REGULAR PART-TIME EMPLOYEES

The term "employee" as used in this Agreement, shall include regular part-time employees only to the extent set forth so that such employees shall receive only a pro-rata share of wages, certain fringe benefits, and certain other terms and conditions of employment to the extent such items are capable of division. A regular part-time employee who has all satisfactory ratings shall have the right to bid into a regular full-time position before the district seeks to hire a new employee for the full-time position, even if the part-time teacher does not have two (2) years of service in South Park School District.

A pro-rata share shall be computed by dividing the number of hours normally worked on a daily basis by the number of hours as stipulated in Section VII, B.2, Employee Work Day, with pro-rata applications for Section VII, B.3, Lunch Period, and Section VII, B.4, Preparation Time.

SECTION XXVIII

LONG-TERM SUBSTITUTES

The term "employee" as used in this Agreement shall include long-term substitutes. A long-term substitute is defined as an employee who works in a specific non-vacated position for one semester, one school term, or for more than forty-five (45) days in one semester. Notwithstanding any other provision of this Agreement, long-term substitutes will receive the following benefits, only as provided below.

- A. SALARY - the long-term substitute shall earn the following rates per day for the school years 2015-2016 to 2019-2020 as listed below:

2015 – 2016	One hundred eighty dollars per day	\$180.00
2016 – 2017	One hundred eighty-five dollars per day	\$185.00
2017 – 2018	One hundred ninety dollars per day	\$190.00
2018 – 2019	One hundred ninety-five dollars per day	\$195.00
2019 – 2020	Two hundred dollars per day	\$200.00

This rate shall commence on the forty-sixth day of work in any semester or the first day of employment if hired for a non-vacated position of one semester or one full school term.

- B. HEALTH CARE INSURANCE - the long-term substitute may purchase health care insurance, from District-provided options, at his/her own expense. The long-term substitute shall, upon selection of this coverage, pay for it through the payroll deduction method.
- C. LIFE INSURANCE - the long-term substitute shall be provided with group term life insurance in the amount of twenty-thousand dollars (\$20,000) only when employed for at least one semester.
- D. CREDIT REIMBURSEMENT - the long-term substitute shall not be eligible for credit reimbursement.
- E. LEAVES - the long-term substitute shall be eligible for three (3) days of paid leave per semester. Two of the paid leave days shall be classified as sick leave and one day as personal leave, jury duty, et al.

SECTION XXIX **TERMINATION**

Except as otherwise expressly provided herein, this Agreement shall begin effective the date of the parties' signatures to this Agreement, and remain in full force and effect until 12:01 AM, September 1, 2020. The parties will also meet on or after January 1, 2020, to negotiate the contract effective September 1, 2020.

SOUTH PARK EDUCATION ASSOCIATION

SOUTH PARK SCHOOL DISTRICT

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

SOUTH PARK SCHOOL DISTRICT
2005 Eagle Ridge Road
South Park, PA 15129

ASSOCIATION GRIEVANCE FORM

Step _____

Date Submitted _____

Grievance No. _____
(to be assigned by District)

Grievance: (Use additional sheets if necessary)

For the Association:

Signature: Grievance Chairperson

Date

District's Answer:

Signature: District Representative

Date

- 1) District copy
- 2) Association Copy