

# **AGREEMENT**

**between**

**PENNSBURY SCHOOL DISTRICT**

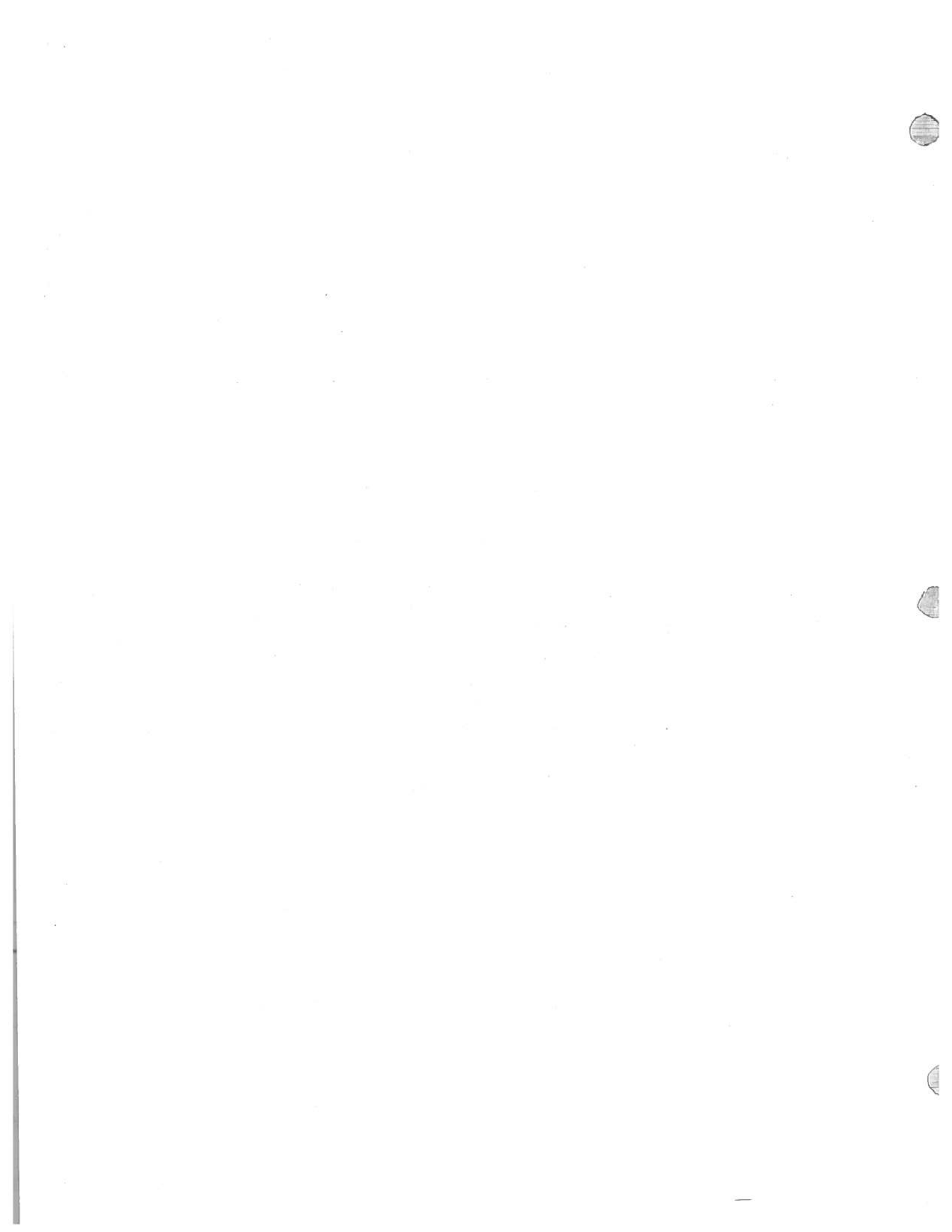
**and**

**PENNSBURY EDUCATION ASSOCIATION**

**2016 - 2021**



**Fallsington, Pennsylvania**



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ARTICLE I.

RECOGNITION

§1. The Board hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining and "meet and discuss" as those terms are defined in the Public Employee Relations Act for all Employees in the bargaining unit.

§2. This Agreement shall cover all Employees in the bargaining unit as certified by the PLRB in its Certificate of Representative dated January 20, 1972, Long-Term Substitutes, to the extent that Long-Term Substitutes are recognized in Article XXXVIII herein, ESL Teachers, Title I Teachers, and PAT Teachers.

ARTICLE II.  
SEPARABILITY

If any clause, sentence, paragraph or part of this Agreement, or the application thereof to any person(s) or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement and the application of such provision to other person(s) or circumstances where such other person(s) or circumstances are clearly not affected by the judgment, and shall be confined in its operation to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

ARTICLE III.  
CONSTRUCTION

The Association and the Board agree that this Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provision of the School Code or any other statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

ARTICLE IV.  
VESTED BOARD AUTHORITY

§1. The Board shall at all times exercise its exclusive authority to establish policy in all matters relative to the proper conduct of the public schools within its jurisdiction. All policies must promote effective and efficient educational programs.

§2. The operation and management of the District and the directions of its staff are vested in the Board in accordance with the Pennsylvania School Code. In accordance with the Pennsylvania School Code, the Board has, among other things, the right to operate the District, to direct the working force, to select its supervisory personnel, to hire new Bargaining Unit Members, to assign work and to discharge Bargaining Unit Members for cause.

ARTICLE V.  
SCHOOL YEAR

§1. The school year shall consist of the following:

2016-2017: No more than 180 pupil days and 191 teacher days.

- 2017-2018: No more than 181 pupil days and 190 teacher days.\*
- 2018-2019: No more than 181 pupil days and 190 teacher days.\*
- 2019-2020: No more than 181 pupil days and 190 teacher days.\*
- 2020-2021: No more than 182 pupil days and 190 teacher days.\*†

\* Easter Monday – District will be closed. Tuesday following President’s Day will be a pupil day.

† Thanksgiving Monday will be a pupil day.

If the school year is reduced below the designated number of pupil days by snow or emergency days, additional pupil days may be added to bring the total to designated number of pupil days.

§2. For 2016-2017: Three (3) teacher days are to be used for professional staff development. Professional staff may elect to substitute, without pay, District-approved or District sponsored summer and weekend workshops or curriculum activities for any or all "trade days". Professional staff who complete said workshop days by June 30th of 2017 will not be required to attend work on designated "trade days".

§3. Three (3) other teacher days shall be scheduled as follows: one (1) each after the first, second and third marking periods. These days will be used within District buildings for grade level, department or faculty meetings and for completing grades for the marking period. Any combination of grade level, department and/or faculty meetings will be limited to a total of one (1) hour.

§4. Remaining teacher days, as listed below by year, shall be scheduled for workshops as part of the District's calendar creation process, and they shall be non-pupil days whose use shall be determined by the Administration. One (1) day will be used prior to the opening of school for classroom and curriculum preparation, at least two (2) days during the school year as determined by Administration and one (1) day after the last student day.

- 2016-2017: Four (4) teacher days
- 2017-2018: Five (5) teacher days
- 2018-2019: Five (5) teacher days
- 2019-2020: Five (5) teacher days
- 2020-2021: Four (4) teacher days

§5. The Administration and the Association shall schedule one (1) teacher day as part of the District calendar creation process. This day may be scheduled before, during, or after the school term. Use of the additional day will be determined jointly by the District and the Association. "Determined jointly" means that the District and Association may collaborate on the use of a whole day, or that the District and Association may elect to each determine the use of one-half (1/2) of the day.



§6. A committee shall be established to develop and advise the Board of School Directors on the structure of the school calendar. This committee shall only be advisory, and the Board of School Directors is not bound by its recommendations. The committee shall consist of the Superintendent or his/her designee, any representatives of the District as designated by the Board, a representative from the Bargaining Unit from each school level in the District (elementary, middle, and high school), representatives of any other bargaining units of the District, and any other members as determined in the Board's sole discretion that would aid in the development of a calendar. Participation in this committee for bargaining unit representatives shall be voluntary.

#### ARTICLE VI. NORMAL WORK DAY

§1. The Bargaining Unit Member's normal work day shall consist of seven and one-half (7½) hours exclusive of before or after school meeting times, Monday through Friday.

§2. Effective with the 2006-2007 School Year, the student instructional day shall be increased by 10 minutes at each building level. The 10 minutes will be added to student schedules and will be part of the teachers' 7 ½ hour workday. The Superintendent will issue a memorandum at the beginning of each year delineating starting and finishing times of each work day for each level (elementary, middle and secondary schools).

§3. Bargaining Unit Members shall be available to parents and students for consultation after the last regularly scheduled class and as may be necessary after the normal work day. Such consultations and conferences are recognized as a professional responsibility and shall be encouraged by the Association.

§4. If a building has scheduled marking period conferences for evening hours, such time will be considered part of the normal work day as defined in sections 1 and 2 above, and the daytime schedule on that day or an adjacent conference day will be reduced accordingly.

§5. Included in this time frame will be a thirty (30) minute duty-free lunch period.

§6. Different work schedules may be established on a District-wide basis for special job categories.

§7. Building level meetings will begin as soon as possible after the student day. Except under unusual circumstances, meetings will not be held on Friday or days preceding a holiday.

#### ARTICLE VII. TEACHER SCHEDULES AND PREPARATION/CONFERENCE TIME

§1. The building Principal will divide the staff workload in as equitable a manner as possible.

§2. High Schools - Intensive Scheduling

A. A "teacher day" will consist of three (3) teaching periods, one duty-free preparation period equivalent in length to a teaching period, and a minimum thirty (30) minute duty-free lunch period. Except in isolated situations, principals will not request that Bargaining

Unit Members give up any portion of their preparation periods in order to provide class coverage for absent teachers. When possible, Bargaining Unit Members will not be assigned three (3) consecutive teaching periods. However, it is understood that this will not be possible for all Bargaining Unit Members.

Effective with the 2005-2006 school year, upon ratification of the Agreement, or as soon thereafter as is possible, two (2) weekly forty (40) minute EOP periods weekly will be part of the regular High School schedule in grades 9-12 for all teachers. EOP is not to be considered a "duty period" nor an extra period, and contacts made during EOP do not count toward the total contacts per day.

B. Of the three possible teaching assignments each teacher day, the number of different courses a teacher may be assigned to teach will not exceed two (2) during any marking period. A course is identified by a course number, e.g., 0230.

C. Rather than limiting the size of individual classes as provided in Article XLI, Class Size, it is agreed that teachers will not be assigned to teach more than eighty-four (84) students per teacher day. This provision shall supersede the provisions of Article XLI so long as intensive scheduling is in effect.

D. A teacher coordinator will be assigned to teach one or more classes each teacher day; the remainder of the day will be devoted to curriculum related matters and a preparation period (to be scheduled in accordance with Appendix A, Item O, Section 5). Of the three possible teaching assignments each day, teacher coordinators shall have the following number of semester length classes assigned to them, except for coordinators for guidance and school nurses, who have their duties adjusted so as to allow for the fulfillment of their duties as coordinators. (Two [2] marking period length classes equal one semester length class.)

Five (5) Teaching Assignments

(three one semester and two the other semester)

Business Education

Four (4) Teaching Assignments

(two one semester and two the other semester)

Family and Consumer Science

Foreign Language

Technology Education (Industrial Arts) Coordinator

Three (3) Teaching Assignments

(two one semester and one the other semester)

Art

Music

Two (2) Teaching Assignments

(one each semester)

Science

Reading

Social Studies

Math

English

E. For teacher coordinators with three (3) or five (5) teaching assignments, the principal will take into account the coordinators' workloads when assigning the greater and lesser semester teaching loads.

F. Teachers will not be assigned "duty periods," e.g., cafeteria duty, study hall monitor.

G. Teacher coordinators at the elementary level will receive minutes equivalent to the high school schedule for the purpose of performing their coordinator duties.

H. There will be no layoffs of currently employed staff based upon the effects of unification as well as intensive scheduling.

I. There will be no increase in the length of the "teacher day," except as provided in the collective bargaining agreement.

§3. Middle school classroom teachers shall in addition to a thirty (30) minute duty-free lunch period have five (5) preparation/conference periods per week. Teachers shall use these periods for such preparation/conference and no other purpose. Except in emergency situations, there will be no assignment of other duties in order that this time may be utilized for the designated purpose.

§4. Except in unusual situations, middle school classroom teachers will be assigned no more than two (2) different subject areas. A subject area shall be defined as an individual discipline such as English, reading, language arts, science, social studies, math.

§5. A normal daily classroom teaching load for middle school shall be five (5) teacher periods or equivalent modules.

§6. Elementary teachers shall, in addition to a thirty (30) minute duty-free lunch period, have preparation/conference time to no less than seventy (70) minutes per day on a five (5) day rotation. Except in emergency situations, there will be no assignment of other duties in order that this time may be utilized for the designated purpose. Said preparation/conference time for elementary teachers shall be scheduled within the student day. Special area subjects will be placed on a five (5) day rotation.

§7. The District will attempt to provide that elementary teachers' preparation/conference time shall be scheduled in minimum time blocks of twenty (20) minutes.

§8. It is mutually agreed that the provisions of Section 7 of this Article shall neither cause nor justify any changes in staff level, whether by means of layoffs or new hiring.

§9. Special Education teachers responsible for writing I.E.P.s shall be guaranteed a minimum of four (4) I.E.P. planning days per year. Special Education teachers may be granted more than the minimum at the discretion of the administration.

ARTICLE VIII.  
CLASS COVERAGE

§1. High School - Intensive Scheduling. In the event of the absence of a regular high school teacher from duty, where no substitute has been secured, the following sums for each half block covered will be paid to any Bargaining Unit Member performing the duties of the absent teacher, if such coverage results in the loss of the covering teacher's guaranteed preparation time during the week that the coverage occurs. Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the preparation period which is lost.

<u>Year</u>	<u>Rate per half block</u>
2016-2021	\$27.00

§2. Middle School. In the event of the absence of a regular middle school teacher from duty, where no substitute has been secured, the following sums for each period covered will be paid to any Bargaining Unit Member performing the duties of the absent teacher, if such coverage results in the loss of the covering teacher's guaranteed preparation time during the week that the coverage occurs. Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the preparation period which is lost.

<u>Year</u>	<u>Rate per half block</u>
2016-2021	\$27.00

§3. Elementary.

A. In the event a regular elementary classroom teacher is absent and no substitute has been provided, if the full class of the absent teacher is combined with another regular class, the teacher covering the double class shall receive compensation at the following rates per hour not to exceed the stated maximum for the full day. If the class is combined with more than one regular class, the teachers covering the combined classes shall share the applicable compensation equally.

<u>Year</u>	<u>Hourly Rate</u>	<u>Maximum Daily Compensation</u>
2016-2021	\$27.00	\$135.00

B. In the event an elementary special subject teacher (art, music, library or physical education) is assigned and scheduled to teach a regular elementary class and is absent and no substitute is provided, the regular classroom teacher covering the scheduled special period shall receive compensation at the following rates for such period if such coverage results in loss of the covering teacher's guaranteed minimum preparation time during the five or six-day rotation that the coverage occurs. (See Article VII, §6). Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the minimum preparation time which is lost.

<u>Year</u>	<u>Rate per half block</u>
2016-2021	\$27.00

§4. Assignment of Class Coverage. Class coverage will be assigned as equitably as possible. No Bargaining Unit Member shall have a right to be assigned to class coverage.

ARTICLE IX.  
AFTER-SCHOOL ACTIVITIES

§1. The Elementary and Middle School levels shall have one (1) mandatory after-school activity which will be Back-to-School Night and/or Open House. The High School level shall have two (2) mandatory after-school activities which will be two (2) Back-to-School Nights, one each semester, of not more than ninety (90) minutes in length. In the fall, the staff in cooperation with the building Principal will determine the scope of this activity by building and establish a date upon which the activity will be held.

§2. All other after-school activities will be voluntary. If there are not sufficient volunteers, staff members will be assigned by the Principal of the building by alphabetical order on a rotational basis to the extent needed as determined by the building Principal and approved by the Superintendent. No staff member shall be involuntarily assigned to "crowd control" or Saturday night "Sports Night."

§3. The maximum number of after-school activities any staff member will be required to attend will be three (3).

§4. Staff members may request issuance of a picture identification card which will entitle each staff member who requests such a card, upon display, to free admission. to after-school activities for which admission is charged and which involve school-sponsored performances by Pennsbury students. The preceding shall apply only to school sponsored activities which inure to the benefit of the Pennsbury Student Activity Fund. This section will not apply to "Sports Night" or to events which are conducted for the principal benefit of charities.

ARTICLE X.  
MEETINGS

§1. The number of meetings outside the normal work day shall not exceed thirteen (13) for the 2016-2017 school year. Beginning with the 2017-2018 school year, the number of meetings outside the normal work day shall not exceed seventeen (17). Prior notification of at least one (1) week shall be given except in emergencies, and a basic agenda shall be provided at least two (2) days in advance. These meetings shall begin at the close of the normal work day, except in the case of joint curriculum meetings which will begin at the earliest practical time as determined by the Bargaining Unit Member's building assignment at the end of that day. Required attendance shall not exceed the first hour of any such meeting, except for District-wide two hour required attendance meetings. (See Article XI, Section 1-D). The first thirteen (13) of these meetings may be used by the District for general purposes or to fulfill Act 48 credit requirements, and the final four (4) meetings must be structured to fulfill Act 48 credit requirements.

§2. Additional emergency meetings, beyond the seventeen (17) described in Section 1 of this Article, shall be at the discretion of the District Superintendent.

§3. Except for emergency meetings, there will be no after-school meetings on Friday or the day prior to a holiday.

§4. Any building meeting outside the normal work day at which building decisions are made or material discussed for which Bargaining Unit Members will be responsible after the meeting shall not be considered a "voluntary" meeting. Such decisions or material are to be included in the agenda of a required meeting.

§5. Voluntary meetings are those which Bargaining Unit Members attend based on their own needs. Such a meeting may be determined and scheduled by other Bargaining Unit Members or by administration, but the announcement of the meeting must clearly designate that it is a voluntary meeting.

ARTICLE XI.  
IN-SERVICE PROGRAMS AND WORKSHOPS

§1. Workshops:

A. Bargaining Unit Members attending workshops during evenings, weekends, or after the end of the school year will be reimbursed for such attendance at the following rates:

<u>Year</u>	<u>Rate per period</u>
2016-2021	\$25.00

Bargaining Unit Members attending workshops whose length or number of teachers attending would make the payment of the workshop hourly rate prohibitive, with the result that the workshops would not be held, may be reimbursed by a stipend, provided that the stipend is in multiples of \$25 and is at least equal to \$50.

B. Bargaining Unit Member presenters at workshops shall be paid at two (2) times the rate for attendees. This payment will be made for presentation time only and does not include any preparation time.

C. No payments will be made by the District for workshops where salary credit or CPE credit (except as stated in Article XVIII, Section 4) is received or payment is received from another source. The District may, at its sole discretion, offer selected workshops for which the District waives the requirements of this section.

D. A one and one-half (1-1/2) or two (2) hour District-wide afterschool workshop may be designated a required teacher workshop, provided that the number of required meetings beyond the school day is reduced on the following basis: a one and one-half (1-1/2) or two (2) hour workshop equal two (2) required meetings. Such a workshop will last no more than two (2) hours. At least four (4) weeks notice must be given for such a workshop.

§2. In-Service Courses and Seminars:

A. The District and the Association recognize that in-service courses and seminars offered by the District may be valuable educational tools for maintaining and increasing staff efficiency. Therefore, conduct of such courses and attendance by Bargaining Unit Members at such courses shall be encouraged by the District and the Association.

B. In furtherance of the preceding, the District may designate, in its discretion, courses and seminars for which credit for salary purposes shall be given. Bargaining

Unit Members participating in such courses, when approved for such credit and so designated by the District after the normal work day, shall receive credits for salary purposes as follows:

6 hours	1/2 credit
12 hours	1 credit
24 hours	2 credits
36 hours	3 credits

C. All in-service seminars offered by the District may be submitted to the Pennsylvania Department of Education for the sole purpose of determining if the program is acceptable to be used by the individual staff member towards his/her state certification. All staff members will be notified by the District of the Department of Education's decision regarding such programs. Such submissions shall be determined by the District Superintendent.

§3. The District will continue to maintain the right to determine the payment of fees and other expenses for in-service that occurs during any released time. Such determination will be based on the availability of funds and the needs of the District. No Bargaining Unit Member will have an inherent right to such payment or to such released time.

§4. Bargaining Unit Members shall be permitted to voluntarily meet in Focus Groups for a maximum of three (3) days during summer recess to fulfill Act 48 credit requirements, subject to District approval. Participation in Focus Groups held during summer recess or other independent professional development does not allow a Bargaining Unit Member to be excused from staff professional development during the school year.

## ARTICLE XII. SUMMER SCHOOL

§1. In order to provide for personnel planning after the school term, the professional staff will receive adequate notice as to selection of summer school staff.

§2. The following guidelines are established:

A. Tentative selection of summer school staff will have been effected before the Easter vacation, but in no event later than April 15.

B. The notice for filing applications for consideration will be forwarded to all staff members in order to provide for timely submission of applications.

C. All inquiries will receive proper notice as to disposition of their applications as follows:

- (1) Employment offers will be extended to those tentatively chosen for summer school positions.
- (2) Two (2) alternates will be chosen for each position to provide for employment offer rejection, changes in enrollment and similar issues.
- (3) Those who are selected will receive correspondence accordingly.

D. Selection for summer school staff will be based upon the following:

- (1) PDE teaching certification as required.
- (2) Successful teaching experience at appropriate levels and courses pertinent to the summer school program.
- (3) Successful previous summer school teaching experience with consideration to recency of summer school experience and continuity of recent experience.
- (4) Recommendations of the Summer School Director, appropriate building Principal(s) and appropriate Curriculum Coordinators.

E. The base salary for the general summer school teaching and Title I summer teaching positions will be four-thousand nineteen dollars (\$4,019) for the term of the contract. This salary is based on a six (6) week period of four (4) hours per day. For greater or lesser teacher schedules, the salary shall be prorated.

F. Bargaining Unit Members employed in the in-District summer school program who have accumulated sick leave days may utilize up to two (2) of such days in cases of personal illness or injury. Use of such leave shall be subject to the general provisions of Article XIV, Absence Policy, and shall also be subject to the specific provisions of Section 13 of that Article.

### ARTICLE XIII. PUPIL PERSONNEL SERVICES GUIDE

§1. A list of all pupil personnel services vacancies with the number of extra days of service shall be announced on or before May 1 by memorandum to professional staff members covered by the Agreement.

§2. Applicable information regarding duties, responsibilities, qualifications, and procedure for application shall be contained in the memorandum. Applicants not selected will receive appropriate correspondence.

§3. Members selected to work beyond the established school year, excluding summer school, will be paid for days worked at a daily rate equal to 1/191 of their annual base salary as determined by the Bargaining Unit Member's salary guide in effect. This payment is for work that has been Board approved and which is a continuation of the Bargaining Unit Member's regular assignment. This does not include summer school. Examples would be school psychologists, guidance counselors, etc.

§4. Starting and quitting times will be determined by the respective supervisors and the length of the work day will be governed by Article VI of this Agreement.

§5. Selection of individuals will be based upon experience, qualifications and service within the District.



ARTICLE XIV.  
ABSENCE POLICY

§1. Guidelines

The Board and the Association agree that absenteeism presents a disruptive force to continuity of the educational program and that each Bargaining Unit Member shall view attendance as a professional responsibility and it shall be encouraged by the Association.

A. All absences within the scope of this policy must first be approved by the immediate supervisor in order to receive salary payment. Such approval must be received prior to the absence except in cases of emergency.

B. Upon return to duties after an approved absence, and in cases of emergency without prior approval, each Bargaining Unit Member shall complete the required absence form in order to ensure payment for such absence. The immediate supervisor will approve, if applicable, such absence and will forward the documentation to the Payroll Department for proper payment.

Documentation attesting to the reason for absence may be requested. Failure to provide such documentation will result in loss of pay for the period of absence.

C. If it is necessary for a Bargaining Unit Member to be absent, he/she must inform AESOP of such absence as outlined in established building policies. Ample notification must be given in order to provide for a suitable replacement. Proper notification must be made of return to duty in order that the substitute may be so informed.

D. Absences beyond the provisions of this Agreement and extensions beyond accumulated allowable absence will require the approval of the Superintendent.

§2. Sick Leave and Personal Leave - Notification of Eligibility

By September 30 of each school year, Bargaining Unit Members shall be notified in writing of the number of their accumulated sick leave and personal leave days, including days for the current school year.

§3. School Business Leave

A. School business leave, without loss of pay, may be granted for the following reasons with proper District approval:

- (1) Graduate comprehensive exams
- (2) Certification - required trip to Harrisburg
- (3) Professional meeting
- (4) School sponsored trips
- (5) Member of an evaluation team
- (6) Visitation to other schools
- (7) Community projects

B. Proper documentation must accompany the leave request.

§4. Military Leave of Absence/Military Reserve Duty Leave

Upon request, a military leave of absence up to four (4) years, unless extended by law, shall be granted to Bargaining Unit Members immediately inducted into the Armed Forces of the United States. Reinstatement of such Bargaining Unit Members released under honorable conditions will be made in accordance with the Veterans Reemployment Act. Bargaining Unit Members, who are members of the military reserves or the Pennsylvania National Guard, shall be entitled to a leave of absence without loss of pay or benefits for up to fifteen (15) days per year while on state or federal military duty, except as otherwise provided by law. Military orders shall accompany requests for absence.

§5. Child Rearing Leave

A. A Bargaining Unit Member who is expecting or whose spouse is expecting the birth of a child, or who expects to adopt a child, and who wishes to continue employment following a period of absence taken for the purpose of rearing the child, shall be granted a child rearing leave of absence without pay.

B. A Bargaining Unit Member who wishes a child rearing leave of absence without pay must submit a request for such leave, in writing, to the office of the District Superintendent not later than forty-five (45) days prior to the proposed effective date of the child rearing leave.

C. The written request for child rearing leave shall specify the expected date of birth or adoption of the child and shall specify the proposed period of the leave.

D. Unless otherwise approved by the Board, all child rearing leaves shall be for at least one quarter (1/4) of a school year (ordinarily at least forty-five (45) days) and shall commence and terminate effective with the beginning of the quarterly marking periods as established at the secondary level for the school year involved. Child rearing leave begins at the conclusion of the disability period, if applicable; otherwise, when the child is born/adopted.

E. The maximum length of the leave on account of the birth or adoption of any one child shall be three (3) semesters, including the semester during which leave commences. If an additional pregnancy occurs during this leave, and an additional continuous period of leave is requested, an extension shall be granted for a maximum of four (4) additional consecutive quarters.

F. Approval of a request for child rearing leave shall be granted by Board action and shall specify the period of the leave, with such period being adjusted by the date of the birth or adoption.

G. A Bargaining Unit Member who has been granted a child rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A request for an early termination of an approved child rearing leave must be made in writing to the office of the District Superintendent at least thirty (30) days prior to the new termination date requested. Reinstatement at an early termination date is contingent upon the existence of a vacancy for which the Bargaining Unit Member is certified. A position which is filled by a long-term substitute is not considered a vacancy for purposes of early termination.

H. A Bargaining Unit Member who has been granted a child rearing leave of absence and who wishes to have the leave extended may request approval of an extension by making a written request for extension to the office of the District Superintendent.

I. A Bargaining Unit Member who has been granted a period of child rearing leave shall give notice of intention to return to the office of the District Superintendent. If the approved termination date is at the conclusion of the first or second quarter of the school year, notice should be given by September 15th; if the approved termination date is at the conclusion of the third semester, notice should be given by February 15th.

J. Upon termination of the leave and the return of the Bargaining Unit Member at a time other than the beginning of a semester, the District may place the Bargaining Unit Member into an assignment different from the assignment held prior to the leave. Upon the beginning of the next semester or the Bargaining Unit Member's return at the beginning of a semester, the Bargaining Unit Member shall return to the assignment held prior to the leave.

K. Bargaining Unit Members on authorized child rearing leaves of absence without pay, pursuant to this Article, shall not be considered to be active Employees of the School District during the period of the leave and shall not be entitled to any benefits, including, but not limited to salary, fringe benefits, sick leave, personal leave, or other types of paid benefits, which are granted active Employees. Bargaining Unit Members shall neither lose nor accrue seniority or salary step entitlement during the leave.

L. No Bargaining Unit Member shall be entitled to a period of absence or leave allowed or authorized under any other Article of this Agreement during any period of absence approved under this Article.

M. Bargaining Unit Members granted child rearing leave shall be allowed to remain a member of District group insurance plans, including life insurance, medical insurance, dental insurance, prescription drug insurance and vision insurance plans, during the leave at their own expense, subject to approval of the carrier(s), if they request that they be allowed to remain a member of the plans prior to beginning of the child rearing leave. Because the District pays premiums one month in advance, the Bargaining Unit Members must submit monthly premium payments to the Personnel Office at least one month in advance of the date that each premium payment is due.

N. The time limits expressed in this Section Five may be waived by written approval of the District Superintendent in the event of extenuating circumstances which the Superintendent, in his/her sole discretion, deems sufficient.

#### §6. Special Leave

A. A leave of absence without pay may be granted with the approval of the Superintendent for special reasons and not normally covered by the regular leave policy. Such special reasons would include election to state or federal legislative office, service to the government, upon request, for research projects and similar instances deemed appropriate by the District.

B. Bargaining Unit Members falling under this provision will continue to accumulate salary and allowable absence credits.

C. Assignments at time of reinstatement will be at the discretion of the District.

D. Following such leave, seniority for suspension purposes previously obtained shall not be lost, but seniority for suspension purposes shall not be deemed to have accrued during such leave.

§7. Sabbatical Leaves of Absence

A. Sabbatical leaves of absence will be granted in compliance with the applicable sections of the School Code, as amended.

B. Request for such leaves will be submitted to the Bargaining Unit Member's supervisor prior to March 1 of the current school year with proper documentation to substantiate this absence from duty. Such documentation shall include, but not limit itself to, evidence of acceptance at educational institution(s) with specific course outlines, physician(s) statement(s) attesting to the need for rest and/or- health restoration. For sabbatical leaves for professional development, the Bargaining Unit Member must maintain a minimum course load, or the equivalent, of at least nine (9) credit hours per semester. At the discretion of the Superintendent, this may include, by way of example, research or writing of a doctoral dissertation.

C. While on sabbatical leave for professional development, progress reports will be submitted. One (1) report shall be submitted at mid-term to the Superintendent. Further, a final report in approved form will be submitted within thirty (30) days after the end of the leave. In cases of rest and health restoration, appropriate physicians' statements will be submitted as required.

D. While on sabbatical leave of absence, the Bargaining Unit Member will not be engaged in any full-time remunerative employment without the permission of the District Superintendent.

E. Bargaining Unit Members on sabbatical leave will receive salary payments by the same method as full-time staff members. Exceptions to this method of payment will require the approval of the Superintendent.

§8. Jury Duty and/or Court Order Leave

A. The District will make salary differential payments to Bargaining Unit Members required to serve jury duty. Differential payment will be the difference between normal base pay and jury duty pay during the period of leave.

B. No payment will be made for jury duty which falls within non-school periods.

C. The Bargaining Unit Member will furnish his/her supervisor with a copy of the court order or subpoena and a statement from the Clerk of the Court attesting to the amount of jury duty monies to be paid.

D. The above provisions shall also apply to absence for reason of subpoena except where the Bargaining Unit Member is party to a suit, in which case there shall be no

salary payment or differential. This paragraph shall not apply to situations where the provisions of Article XXIII, Teacher Protection, are applicable.

§9. Advanced Study Leave

A. Bargaining Unit Members with five (5) years of successive teaching experience with the District may be granted an educational leave of absence without pay up to one (1) year to pursue graduate study at a recognized institution of higher learning.

B. Requests for leave shall be submitted by March 1 to the immediate supervisor who will process the leave order to obtain the necessary approvals. Documentation as to school registration shall accompany the request.

C. Salary credits shall be extended for this leave. Other benefits will be made as provided for in the State Code. Following such leave seniority for suspension purposes previously obtained shall not be lost, but seniority for suspension purposes shall not be deemed to have accrued during such leave.

D. Individuals granted such leaves must return to the District immediately upon expiration of the leave and shall serve in the District for at least one (1) year. The waiving of this provision will be at the discretion of the Board.

§10. Family Death

A. Whenever a Bargaining Unit Member shall be absent from duty because of a death in the immediate family of said Bargaining Unit Member, there shall be no deduction in salary for an absence up to five (5) days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandchild, parent-in-law or near relative who resides in the same household, or any person with whom the Bargaining Unit Member has made his/her home.

B. In the case of a near relative, there shall be no deduction in salary for absence on the day of the funeral. Up to two (2) additional days may be granted for the death of a near relative where the traveling distance exceeds a one hundred fifty (150) mile radius. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

§11. Family Illness Leave

Up to five (5) days' paid absence shall be extended to Bargaining Unit Members who must be absent from duty to attend a member of the immediate family, as defined in Section 11.A. above, who is ill. For good cause shown, the District Superintendent shall allow an additional day of such absence. Such absences will be considered sick leave.

§12. Sick Leave

A. In any school year whenever a Bargaining Unit Member is prevented by illness or accidental injury from following his/her occupation, the School District shall pay to said Bargaining Unit Member for each day of absence the full salary to which the Bargaining Unit Member may be entitled as if said Bargaining Unit Member were actually engaged in the performance of duty for a period of ten (10) days. Any such unused leave shall be cumulative from year-to-year in the School District of current employment or its predecessors without

limitation. All or any part of such accumulated unused leave may be taken with full pay in any one (1) or more school years. No Bargaining Unit Member's salary shall be paid if the accidental injury is incurred while the Bargaining Unit Member is engaged in remunerative work unrelated to school duties.

B. The term illness as used in this section shall, for the period of actual illness or disability, apply to and include pregnancy-related illness or disability. Leave for such illness or disability shall not be allowable nor paid for during any other period of absence or leave allowed or authorized under any other section of Article XIV of this Agreement.

### §13. Personal Leave

A. Three (3) days of paid personal leave will be granted, with prior notification, to individuals who could not have conducted such personal affairs after school hours. Bargaining Unit Members will be expected to exercise professional judgment concerning the use of these days.

B. Formal notification in writing for personal leave shall be made to the immediate supervisor. As with all other approved absences, upon return to duty the necessary absence forms will be completed by the Bargaining Unit Member in order to ensure proper payment.

C. Unused personal leave will not be cumulative. However, at the conclusion of each school year, unused personal leave shall be converted into unused sick leave and shall be credited to the Bargaining Unit Member's accumulated unused sick leave.

D. If a Bargaining Unit Member is requesting use of one (1) day immediately preceding or following a scheduled school vacation for non-emergency purposes, the Bargaining Unit Member shall notify the Superintendent or his/her designee ten (10) days in advance of the selected day. If a Bargaining Unit Member is requesting use of one (1) day immediately preceding and one (1) day immediately following a scheduled school vacation for non-emergency purposes, the Bargaining Unit Member shall submit a request in writing to the Superintendent or his/her designee at least ten (10) days in advance of the first selected day for approval of one (1) of the two (2) selected days. The Bargaining Unit Member shall indicate for which of the two (2) days approval is sought. Utilization of personal leave is limited to a maximum of ten percent (10%) of the membership of the bargaining unit on any single day. In the event that more than ten percent (10%) of the membership of the bargaining unit request the same day for personal leave, the earliest request(s) will be granted the day requested. In the event that excessive requests are made for particular days before or after holidays, or if a question shall arise concerning equitable application of this section, then the parties shall meet to resolve the questions involved.

### §14. Sick Leave Bank

A sick leave bank, the operation of which shall be jointly administered by the District and the Association and governed by the regulations attached hereto as Appendix A, Section B, shall be available for members of the bargaining unit on a voluntary basis.

Representatives of the Bargaining Unit and of the administration will collaboratively develop practical solutions to the current issues with the Sick Leave Bank. Any agreement reached shall be memorialized and made part of this Agreement through a

Memorandum of Understanding. If an agreement cannot be reached by July 1, 2017, the current Sick Leave Bank Regulations will remain in effect.

§15. Leave Pursuant to the Family and Medical Leave Act of 1993

Bargaining Unit Members are entitled to leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), pursuant to the conditions set forth in the District's policy implementing that Act. FMLA leave is not provided in addition to other leave available under this Article. Rather, it sets a minimum to the leave available to eligible Bargaining Unit Members for valid FMLA purposes. The District may require eligible Bargaining Unit Members who request FMLA leave to substitute leave to which they are otherwise entitled, as permitted by the District's FMLA policy. The District may designate any leave taken by an eligible Bargaining Unit Member for a valid FMLA purpose as FMLA leave.

ARTICLE XV.  
SUPPLEMENTAL CONTRACT SCHEDULES

§1. Athletic, Elementary and General Supplemental Contracts

Athletic, Elementary and General Supplemental Contract positions are listed in Appendix B attached hereto. The compensation rates for each school year shall be the same as the compensation rates in effect during the 2009-2010 school year and shall be listed in a separate Memorandum, signed by the parties, which shall be considered a part of this Agreement.

§2. Elementary Supplemental Contracts

Determinations of the uses and distribution of funds there among shall be made by the building Principal in consultation with the site based team, for additional services required for the efficient operation of the building and equipment. All such payments must have the prior approval of the District Superintendent or designee after they are tentatively determined within each building.

ARTICLE XVI.  
SALARY PAYMENT METHOD

§1. Bargaining Unit Members shall be paid in twenty-six (26) equal bi-weekly installments, each representing 1/26th of the Bargaining Unit Member's annual salary rounded to the nearest \$.01 per check. It is recognized that, in some school years, there are twenty-seven (27) bi-weekly periods. In those years, salary payments may be paid in twenty-seven (27) equal bi-weekly installments, each representing 1/27th of the Bargaining Unit Member's annual salary, or by appropriately adjusting pay periods, as agreed to by the parties.

§2. Payment in lump sum of remaining annual salary to individual Bargaining Unit Members may be made on the final pay in June in cases of emergency. Requests for lump sum payment shall be submitted in writing on or before the last pay in May.

§3. The District will continue to provide an option for direct deposit of paychecks.

ARTICLE XVII.  
SALARIES

§1. Notwithstanding any other provision of this Collective Bargaining Agreement to the contrary, salaries for 2016-2021 will be governed by the Salary Scale in Article XVII Section 11, with movement on the scale as follows:

2016-2017 – All Bargaining Unit Members on Step 0 through 9 of the 2015-2016 Collective Bargaining Agreement as of June 30, 2016 remain on step. All Bargaining Unit Members on Step 13 of the 2015-2016 Collective Bargaining Agreement as of June 30, 2016 are placed on Step 16. All Bargaining Unit Members on Step 10, 11, and 12 of the 2015-2016 Collective Bargaining Agreement as of June 30, 2016 will be properly placed on the scale in which there is no salary increase or decrease.

2017-2018 – No step

Annual step movement resumes for all Bargaining Unit Members commencing with a step movement at the beginning of the 2018-2019 school year.

§2. A Bargaining Unit Member who serves less than a full school year is entitled to receive a salary only in an amount that bears the same ratio to the established annual salary as the number of days worked bears to the number of days within the annual school term. Each day not worked shall reduce salary by a factor of 1/Total Number of Days.

<u>School Year</u>	<u>Total Number of Days</u>
2016-2017	191
2017-2021	190

§3. For purposes of determining salary step entitlement, a Bargaining Unit Member who works for at least one quarterly marking period (ordinarily 45 consecutive student days) but less than three quarterly marking periods (ordinarily 135 consecutive student days) shall receive credit for entitlement to one-half (1/2) of a step; a Bargaining Unit Member who works for three quarterly marking periods (ordinarily 135 consecutive student days) or more shall receive credit for entitlement to a full step. The question of whether a period of authorized absence constitutes a period of working for salary step entitlement purposes shall be determined by referring to the Absence Policy Article of this Agreement.

§4. In order to be eligible for change of salary column, a Bargaining Unit Member must submit a "Professional Employee Request for Contract Change," form PER-12, in person to the Personnel Office. All requests and documentation must be submitted by July 1st to be effective on the first pay of September or by November 1st for the change to be effective on the first pay of the second semester. The change in payment will not be retroactive.

§5. A Bargaining Unit Member who receives an unsatisfactory rating on the State-approved rating form (year 1) shall remain on the same step and column of the salary schedule in the next succeeding school year that he/she is present for duty (year 2), and shall receive the same salary in such next succeeding school year (year 2) as received during the school year to which the unsatisfactory rating applies (year 1). If the Bargaining Unit Member is rated satisfactory at the end of such next succeeding school year (year 2), then in the following school year (year 3), he/she shall be placed on the same step and at the same salary he/she would have received if there had been no unsatisfactory rating (year 1).



§6. For Bargaining Unit Members first beginning employment with the District as a permanent teacher or a long-term substitute (subject to Article XXXVIII, §3.A.1.) on or after July 1, 1995, the maximum step on the salary schedule that they may attain on the Inductee column is Step 5 and on the Instructor I column is Step 12. Effective with the 1998-99 school year, any such Bargaining Unit Members who are still on either of these two columns shall have his/her salary frozen at his/her 1997-1998 rate until he/she is eligible to move to the Instructor II column or higher, at which time he/she will move to the step to which he/she would have been entitled if not frozen.

§7. Salary Credit for Professional Courses

A. Degrees

Degrees will be honored without course review for salary purposes.

B. Salary Categories Other Than Degree Categories

This refers to post-baccalaureate or post-masters levels of training, and refers to semester hours of college level work beyond the basic degrees. It is recommended that prior to course registration, the Bargaining Unit Member review his/her course selection with the District in light of the following regulations.

a. Post-Baccalaureate Salary Categories

1. Courses may be either graduate or undergraduate but must be taken subsequent to receiving the Bachelors Degree, and must be taken at a state approved four (4) year baccalaureate degree granting institution unless prior written approval has been granted by the District.

2. All courses needed to meet professional certification requirements may be used for salary credit.

3. All courses that will contribute to the professional improvement of the Bargaining Unit Member or to mastery of his/her special area of the program will be approvable for salary purposes.

4. Except as provided for below, all Bargaining Unit Members employed with the Pennsbury School District between July 1, 1995 and July 1, 2006, who receive a temporary professional employee contract and/or professional employee contract shall have until June 30, 2009 to obtain a master's degree and have all credits previously attained count toward columnar movement in accordance with the parties' previous practices. Upon the showing of good cause, the Superintendent may extend the time for a Bargaining Unit Member to complete their master's degree Program beyond June 30, 2009.

5. All Bargaining Unit Members who receive the temporary professional employee contract or professional employee contract subsequent to July 1, 2006 shall be governed by the salary guides as stated in Article XVII B.b. Post-Master's Salary Categories.

6. All Bargaining Unit Members that were employed before July 1, 2006 as stated in paragraph 4 who failed to receive their master's degree prior to June

30, 2009 and do not receive an approved extension, may only move on the salary scale in accordance with Article XVII.B.b. Post Master's Salary categories.

7. This agreement shall not affect any other past practices or terms and conditions of the collective bargaining agreement. Bargaining Unit Members hired before 1995 will retain their right to move to B+55 and B+65 columns as per Article XVII, Section 9.

b. Post-Masters Salary Categories

1. Courses may be graduate or undergraduate but must be taken following the date of the Masters Degree, and must be taken at a state approved four (4) year baccalaureate degree granting institution unless prior written approval has been granted by the District.

2. All courses needed to meet professional certification requirements may be used for salary credit in these categories.

3. All courses that will contribute to the professional improvement of the Bargaining Unit Member or to mastery of his/her special area of the program will be approvable for salary purposes.

§8. Career Ladder

<u>Level</u>	<u>Required Degree Employed after July 1, 2000</u>	<u>Required Degree Employed before July 1, 2000</u>
Inductee	B	B
Instructor I	B+15	B+15
Instructor II	B+30 M	B+30 M
Professional Educator I *	B+45 & M M+10	B+45 & M M+10 B+45
Professional Educator II †	B+55 & M M+20	B+55 & M M+20 B+55
Advanced Professional Educator ‡	B+65 & M M+30	B+65 & M M+30 B+65

\* To move to Professional Educator I, must have: M+10 or B+45 including a masters; or for Bargaining Unit Members beginning employment with the District before July 1, 2000 as a permanent teacher or a long term substitute, B+45.

†To move to Professional Educator II, must have: M+20; or B+55 including a masters; or for Bargaining Unit Members beginning employment with the District before July 1, 1995 as a permanent teacher or a long-term substitute, B+55 and 25 years of service with the District.

‡To move to Advanced Professional Educator, must have: M+30; or B+65 including a masters; or for Bargaining Unit Members beginning employment with the District before July 1, 1995 as a permanent teacher or a long-term substitute, B+65 and 25 years of service with the District.

§9. National Board Certification. Bargaining Unit Members who attain "National Board Certification" status as defined by the National Board for Professional Teaching Standards, 1988 shall receive \$2,000 in the year of receiving the certification in recognition of the expenses incurred in the process of receiving this status. Additionally, those Bargaining Unit Members who have successfully attained "National Board Certification" shall receive as part of salary \$2,000 each subsequent year in addition to other raises attained during the life of this current agreement, so long as such certification is maintained.

§10. 2015-2016 Salary Scale (FOR REFERENCE ONLY)

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$45,628	\$47,502	\$50,137	\$52,014	\$53,889	\$56,110
1	\$48,030	\$50,003	\$52,777	\$54,752	\$56,725	\$59,064
2	\$49,345	\$51,284	\$54,007	\$56,356	\$58,304	\$60,620
3	\$50,961	\$52,898	\$55,605	\$58,325	\$60,257	\$62,952
4	\$52,899	\$54,829	\$57,930	\$60,642	\$62,566	\$65,686
5		\$56,761	\$60,255	\$63,357	\$65,279	\$68,404
6		\$58,831	\$62,271	\$65,738	\$67,642	\$71,135
7		\$61,627	\$65,454	\$68,912	\$70,828	\$74,717
8		\$63,191	\$67,210	\$70,671	\$72,776	\$76,870
9		\$64,755	\$68,967	\$72,429	\$74,722	\$79,022
10		\$68,263	\$72,488	\$76,083	\$78,764	\$83,481
11			\$80,321	\$82,688	\$84,472	\$88,963
12			\$82,557	\$85,207	\$87,493	\$93,118
13			\$86,478	\$89,466	\$92,310	\$99,204

An additional one thousand dollars (\$1,000) increment is awarded for doctorate.

An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in §9 of this Article."

§11. 2016-2017 Salary Scale

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$45,628	\$47,502	\$50,137	\$52,014	\$53,889	\$56,110
1	\$48,030	\$50,003	\$52,777	\$54,752	\$56,725	\$59,064
2	\$49,345	\$51,284	\$54,007	\$56,356	\$58,304	\$60,620
3	\$50,961	\$52,898	\$55,605	\$58,325	\$60,257	\$62,952
4	\$52,899	\$54,829	\$57,930	\$60,642	\$62,566	\$65,686
5	\$54,717	\$56,761	\$60,255	\$63,357	\$65,279	\$68,404
6		\$58,831	\$62,271	\$65,738	\$67,642	\$71,135
7		\$61,627	\$65,454	\$68,912	\$70,828	\$74,717
8		\$63,191	\$67,210	\$70,671	\$72,776	\$76,870
9		\$64,755	\$68,967	\$72,429	\$74,722	\$79,022
10		\$66,591	\$71,611	\$75,006	\$77,377	\$82,048
11		\$68,263	\$72,488	\$76,083	\$78,764	\$83,481
12		\$70,263	\$76,900	\$80,159	\$82,688	\$88,100
13			\$79,545	\$82,688	\$84,472	\$88,963
14			\$80,321	\$85,207	\$87,493	\$93,118
15			\$82,557	\$87,889	\$90,655	\$97,178
16			\$87,478	\$90,466	\$93,310	\$100,204

An additional one thousand dollars (\$1,000) increment is awarded for doctorate.

An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in §9 of this Article."

§12. 2017-2018 Salary Scale

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$46,628	\$48,502	\$51,137	\$53,014	\$54,889	\$57,110
1	\$49,030	\$51,003	\$53,777	\$55,752	\$57,725	\$60,064
2	\$50,345	\$52,284	\$55,007	\$57,356	\$59,304	\$61,620
3	\$51,961	\$53,898	\$56,605	\$59,325	\$61,257	\$63,952
4	\$53,899	\$55,829	\$58,930	\$61,642	\$63,566	\$66,686
5	\$55,717	\$57,761	\$61,255	\$64,357	\$66,279	\$69,404
6		\$59,831	\$63,271	\$66,738	\$68,642	\$72,135
7		\$62,627	\$66,454	\$69,912	\$71,828	\$75,717
8		\$64,191	\$68,210	\$71,671	\$73,776	\$77,870
9		\$65,755	\$69,967	\$73,429	\$75,722	\$80,022
10		\$67,591	\$72,611	\$76,006	\$78,377	\$83,048
11		\$69,263	\$73,488	\$77,083	\$79,764	\$84,481
12		\$71,263	\$77,900	\$81,159	\$83,688	\$89,100
13			\$80,545	\$83,688	\$85,472	\$89,963
14			\$81,321	\$86,207	\$88,493	\$94,118
15			\$83,557	\$88,889	\$91,655	\$98,178
16			\$88,478	\$91,466	\$94,310	\$101,204

An additional one thousand dollars (\$1,000) increment is awarded for doctorate.

An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in §9 of this Article."

§13. 2018-2019 Salary Scale

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$47,628	\$49,502	\$52,137	\$54,014	\$55,889	\$58,110
1	\$50,030	\$52,003	\$54,777	\$56,752	\$58,725	\$61,064
2	\$51,345	\$53,284	\$56,007	\$58,356	\$60,304	\$62,620
3	\$52,961	\$54,898	\$57,605	\$60,325	\$62,257	\$64,952
4	\$54,899	\$56,829	\$59,930	\$62,642	\$64,566	\$67,686
5	\$56,717	\$58,761	\$62,255	\$65,357	\$67,279	\$70,404
6		\$60,831	\$64,271	\$67,738	\$69,642	\$73,135
7		\$63,627	\$67,454	\$70,912	\$72,828	\$76,717
8		\$65,191	\$69,210	\$72,671	\$74,776	\$78,870
9		\$66,755	\$70,967	\$74,429	\$76,722	\$81,022
10		\$68,591	\$73,611	\$77,006	\$79,377	\$84,048
11		\$70,263	\$76,256	\$79,582	\$82,033	\$87,074
12		\$72,263	\$78,900	\$82,159	\$84,688	\$90,100
13			\$81,545	\$84,736	\$87,344	\$93,126
14			\$84,189	\$87,313	\$89,999	\$96,152
15			\$86,834	\$89,889	\$92,655	\$99,178
16			\$89,478	\$92,466	\$95,310	\$102,204

An additional one thousand dollars (\$1,000) increment is awarded for doctorate.

An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in §9 of this Article.”

§14. 2019-2020 Salary Scale

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$48,628	\$50,502	\$53,137	\$55,014	\$56,889	\$59,110
1	\$51,030	\$53,003	\$55,777	\$57,752	\$59,725	\$62,064
2	\$52,345	\$54,284	\$57,007	\$59,356	\$61,304	\$63,620
3	\$53,961	\$55,898	\$58,605	\$61,325	\$63,257	\$65,952
4	\$55,899	\$57,829	\$60,930	\$63,642	\$65,566	\$68,686
5	\$57,717	\$59,761	\$63,255	\$66,357	\$68,279	\$71,404
6	\$0	\$61,831	\$65,271	\$68,738	\$70,642	\$74,135
7	\$0	\$64,627	\$68,454	\$71,912	\$73,828	\$77,717
8	\$0	\$66,191	\$70,210	\$73,671	\$75,776	\$79,870
9	\$0	\$67,755	\$71,967	\$75,429	\$77,722	\$82,022
10	\$0	\$69,591	\$74,611	\$78,006	\$80,377	\$85,048
11	\$0	\$71,263	\$77,256	\$80,582	\$83,033	\$88,074
12	\$0	\$73,263	\$79,900	\$83,159	\$85,688	\$91,100
13	\$0	\$0	\$82,545	\$85,736	\$88,344	\$94,126
14	\$0	\$0	\$85,189	\$88,313	\$90,999	\$97,152
15	\$0	\$0	\$87,834	\$90,889	\$93,655	\$100,178
16	\$0	\$0	\$90,478	\$93,466	\$96,310	\$103,204

An additional one thousand dollars (\$1,000) increment is awarded for doctorate.

An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in §9 of this Article."



§15. 2020-2021 Salary Scale

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$49,628	\$51,502	\$54,137	\$56,014	\$57,889	\$60,110
1	\$52,030	\$54,003	\$56,777	\$58,752	\$60,725	\$63,064
2	\$53,345	\$55,284	\$58,007	\$60,356	\$62,304	\$64,620
3	\$54,961	\$56,898	\$59,605	\$62,325	\$64,257	\$66,952
4	\$56,899	\$58,829	\$61,930	\$64,642	\$66,566	\$69,686
5	\$58,717	\$60,761	\$64,255	\$67,357	\$69,279	\$72,404
6		\$62,831	\$66,271	\$69,738	\$71,642	\$75,135
7		\$65,627	\$69,454	\$72,912	\$74,828	\$78,717
8		\$67,191	\$71,210	\$74,671	\$76,776	\$80,870
9		\$68,755	\$72,967	\$76,429	\$78,722	\$83,022
10		\$70,591	\$75,611	\$79,006	\$81,377	\$86,048
11		\$72,263	\$78,256	\$81,582	\$84,033	\$89,074
12		\$74,263	\$80,900	\$84,159	\$86,688	\$92,100
13			\$83,545	\$86,736	\$89,344	\$95,126
14			\$86,189	\$89,313	\$91,999	\$98,152
15			\$88,834	\$91,889	\$94,655	\$101,178
16			\$91,478	\$94,466	\$97,310	\$104,204

An additional one thousand dollars (\$1,000) increment is awarded for doctorate.

An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in §9 of this Article."

ARTICLE XVIII.  
TUITION REIMBURSEMENT

§1. Bargaining Unit Members on Steps 0 through 16 of the Salary Schedule will be eligible for tuition refund for up to twelve (12) credits of courses paid by the Bargaining Unit Member up to a maximum of two thousand five hundred dollars (\$2,500) for each year of the Collective Bargaining Agreement.

§2. The following requirements will cover such tuition reimbursements:

A. Courses must be approved by the District prior to registration.

1. Courses in subject areas outside a Bargaining Unit Member's current assignment, other than those that are part of an approved and accredited master's degree, doctoral, or certification program, shall not be reimbursed and shall not count toward column movement, unless approved by the Superintendent or his/her designee.

a. Bargaining Unit Members shall be required to submit a letter of acceptance for the accredited master's degree, doctoral, or certification program prior to approval.

b. Bargaining Unit Members shall be required to submit a course list for the accredited master's degree, doctoral or certification program for tracking purposes.

B. Courses must be of post-baccalaureate or graduate study at a state approved 4-year baccalaureate degree granting institution.

1. For the 2016-2017 school year, the District shall create a list of five (5) institutions and shall exist outside of the Collective Bargaining Agreement and compiled by the District in its sole discretion ("Appendix XX"). Bargaining Unit Members may not take "on-line" courses from the institutions listed for reimbursement or credit.

2. Any request for credits for "on-line" courses through institutions listed on Appendix XX shall not be reimbursed and shall not count toward column movement, unless approved by the Superintendent or his/her designee.

3. Appendix XX shall be limited at all times to five (5) institutions. While Bargaining Unit Members may request credits for "on-line" courses through institutions not on the list, the Superintendent or his/her designee may deny such requests for institutions comparable with, or related to, those institutions on the list.

4. For the 2017-2018 and subsequent school years during the term of this Collective Bargaining Agreement, a committee consisting of representatives of the Association and the District will meet to discuss and approve a list of accredited institutions at which Bargaining Unit Members may take "on-line" courses. This list will exist outside of the Collective Bargaining Agreement and shall be approved annually by a committee consisting of representatives of the Association and the District. If the Association and the District cannot agree on the list of approved institutions, the list from the previous year will remain in effect. Until the 2017-2018 list is developed, the 2016-2017 exclusion list will remain in force, as will paragraphs 1., 2., and 3. above and paragraph 5. below. Bargaining Unit Members may apply for tuition reimbursement for "on-line" courses at institutions not on the approved list, however,

the Superintendent or his/her designee will consider such application and approve and deny it in his/her sole discretion.

5. While the 2016-2017 exclusion list remains in force, changes to this list shall be published annually by the District on or before March 1<sup>st</sup>. If the 2016-2017 exclusion list is not updated by the District, and the initial list of 2017-2018 has not yet been approved, the existing 2016-2017 exclusion list remains in effect.

6. Any Bargaining Unit Member who has been approved to enroll in a master's degree, doctoral, or certification program in an institution that is subsequently included on the exclusion list shall be permitted to complete that program.

C. Tuition reimbursement for courses as set forth in §2 B. above will remain applicable to all Bargaining Unit Members as provided in this Article, whether or not such courses are used to meet the continuing professional education requirement. In addition, tuition reimbursement shall apply to any registration fees for Continuing Professional Education (CPE) credits taken on the initiative of the Bargaining Unit Member.

D. A grade of "B" or better or its equivalent must be earned.

E. On salary steps 7 and above all courses must be on the graduate level except as provided in C. above.

F. The District may waive the above requirements at its discretion.

G. Reimbursement payments will be made within a reasonable period after appropriate transcripts and course payment receipts are submitted.

§3. Any additional credits earned during the school year beyond twelve (12) credits shall not be reimbursed, but may count towards column movement. Bargaining Unit Members shall only be permitted one (1) column movement per school year. Any credits earned and not used towards column movement are eligible to be used towards column movement in future years.

§4. If a Bargaining Unit Member is approved for education leave during work hours and the activity carries CPE credit, the registration fees will not be charged against the tuition reimbursement maximum.

§5. The District may, at its own discretion, offer payment of registration fees plus CPE hours as an incentive for attendance at a particular workshop or conference offering CPE hours. Such payment would not apply to the tuition reimbursement maximum. District-approved workshops with fees paid by grant funds do not apply to the tuition reimbursement maximum.

#### ARTICLE XIX. TUITION RECOVERY

§1. If a Bargaining Unit Member leaves the District within two years of the academic year in which they were reimbursed for a course(s), the Member shall repay one-hundred percent (100%) of the reimbursement to the District of the school year immediately prior to leaving the District and repay fifty percent (50%) of the reimbursement to the District for the second school year prior to leaving the District. For the purpose of this section, "school year" shall be defined as July 1 through June 30.

§2. Exceptions will be made for Bargaining Unit Members who leave because of retirement from the field of public education in the Commonwealth of Pennsylvania; serious illness or disability; relocation of a spouse or significant other to a location which would make it impossible or impracticable for the member to continue to work for the District, or to care for a sick parent, spouse, child, etc., as defined by the Family and Medical Leave Act. Documentation shall be required for all request for exceptions.

ARTICLE XX.  
RETIREMENT ALLOWANCE

§1. Bargaining Unit Members who retire from the District under the retirement provisions of the Pennsylvania Public School Employees Retirement System shall be eligible to receive a lump sum payment upon retirement in an amount equal to \$50.00 each day of unused allowable absence for each year of the contract.

§2. In the event that a Bargaining Unit Member shall die while in the employ of the District, his/her beneficiary shall be entitled to the above provision.

ARTICLE XXI.  
INSURANCE PROGRAMS

Except as provided below, the Board shall pay the premium cost for the following insurance programs:

§1. Life Insurance

A. Group Term Life Insurance in an amount equal to 100% of the base salary of the Bargaining Unit Member rounded to the nearest thousand dollars. Bargaining Unit Members employed prior to July 1, 1986 shall have an option to be exercised at retirement: (a) for the District to pay the premium cost for a two thousand five hundred-dollar (\$2,500) paid up policy of life insurance; or, (b) for the District to pay the premium cost of a five thousand-dollar (\$5,000) term policy effective until age sixty-five. Bargaining Unit Members employed on or after July 1, 1986 will be entitled for the District to pay the premium costs of a five thousand-dollar (\$5,000) term policy effective until age 65.

B. Any Bargaining Unit Member whose base salary is in excess of fifty thousand dollars (\$50,000) shall have the right, at his/her option, to waive the portion of life insurance in excess of fifty thousand dollars (\$50,000) face value by written request to the personnel office. Such voluntary waiver may be revoked at any time in writing and full life insurance will be restored as soon as administratively possible.

§2. Medical Insurance

A. Effective July 1, 2016, the District shall offer the following health benefit plans:

(1) Independence Blue Cross Personal Choice 20/30/70 plan (referred to as the benchmark plan).

(2) Independence Blue Cross Personal Choice 10/20/70 plan.

(3) Independence Blue Cross Personal Choice 20 plan.

(4) Keystone POS 15S 30/40 plan.

B. Effective January 1, 2017, the District shall offer the following health benefit plans:

(1) Independence Blue Cross Personal Choice 20/40/70 plan (referred to as the benchmark plan).

(2) Independence Blue Cross Personal Choice 10/20/70 plan.

(3) Independence Blue Cross Personal Choice 20 plan.

(4) Keystone POS 15S 30/40 plan.

C. All of the above health benefit plans shall be subject to the contributions or premium share provided below and the District will pay its share of the premium or provide self-insurance coverage for regular full-time Bargaining Unit Members and their eligible dependents.

(1) For those Bargaining Unit Members who subscribe to the 20/30/70 benchmark plan or the 20/40/70 benchmark plan, the following Bargaining Unit Member premium share will be contributed by way of payroll deductions for medical insurance:

2016-2017: 12%

2017-2018: 12%

2018-2019: 13%

2019-2020: 13%

2020-2021: 14%

(2) For those Bargaining Unit Members who subscribe to the Keystone POS 15S 30/40, the following Bargaining Unit Member premium share will be contributed by way of payroll deductions for medical insurance:

2016-2017: 7%

2017-2018: 7%

2018-2019: 7%

2019-2020: 7%

2020-2021: 7%

D. Bargaining Unit Members who elect a plan other than the benchmark plan will pay the applicable percentage of the benchmark plan in addition to 100% of the difference in costs between the benchmark plan and the plan in which they are enrolled. If that election is for a plan of lesser actuarial value, the Bargaining Unit Member will pay the applicable percentage of the lesser plan.

E. The contribution share for each succeeding year shall be effective July 1 of that year.

F. The maximum annual Bargaining Unit Member contribution to the benchmark plan will be as follows:

2016-2017: \$2,250  
2017-2018: \$2,250  
2018-2019: \$2,350  
2019-2020: \$2,450  
2020-2021: \$2,550

G. Cost sharing will be on a pre-tax basis unless Bargaining Unit Member elects otherwise.

H. For hospitalization under the PC 10/20/70 plan, the District will reimburse the Bargaining Unit Member seventy-five dollars (\$75) per day and a maximum of three hundred seventy-five dollars (\$375) per admission. For hospitalization under the PC 20/40/70 plan, the District will reimburse the Bargaining Unit Member two hundred dollars (\$200) per day and a maximum of one thousand dollars (\$1,000) per admission.

I. The District shall provide five tiered subscriber categories, consisting of single, married couple, family, parent/child and parent/children.

J. Should the Independence Blue Cross Personal Choice 20 (PC 20) plan trigger the Excise Tax under the Affordable Care Act, The District shall discontinue this plan as soon as practical.

### §3. Dental Insurance

The District has established the UCCI Flex Dental Plan as the base plan. Bargaining Unit Members will contribute a percentage of the monthly premium towards their dental coverage as follows:

2016-2021                      10% of total premium

Bargaining Unit Members electing coverage with a higher monthly premium than the base plan will pay the applicable percentage of the base plan as well as the difference in cost between the base plan and their elected plan. Cost sharing will be on a pre-tax basis unless the Bargaining Unit Member elects otherwise.

### §4. Prescription Drug Insurance

The Prescription Drug Plan, as agreed upon by the parties, will be the Independence Blue Cross Select Formulary Drug Plan \$15/\$30/\$50.

Bargaining Unit Members will contribute a percentage of the monthly premium towards their prescription coverage as follows:

2016-2021    10% of total premium

The plan will include a mail-order benefit with a three-month supply available for two (2) times the co-pay. Cost sharing will be on a pre-tax basis unless the Bargaining Unit Member elects otherwise. The School District will provide full family coverage in the foregoing program for each regular, full-time Bargaining Unit Member selecting such coverage.

§5. Vision Insurance

A. The Board will continue to make a Vision Insurance Plan ("the Plan") available to members of the bargaining unit. The details of the operation of the Plan shall be as set forth in a Board Policy concerning the Plan which shall not contradict the following:

B. The Plan shall be an Employee reimbursement plan whereby Bargaining Unit Members shall, upon presentation of appropriate documentation of incurred expenses, be reimbursed for approvable expenses for vision care incurred by a Bargaining Unit Member and/or eligible dependent(s) of a Bargaining Unit Member during the period July 1, 2016 through June 30, 2021 ("the coverage period").

C. The Plan shall require that "eligible dependents of a Bargaining Unit Member" shall be the same dependents of a Bargaining Unit Member who are eligible to be covered by the "benchmark" health plan offered by the District.

D. The maximum total reimbursement for the entire family unit (Bargaining Unit Member and dependent(s) as described in Paragraph C) shall be a total of seven hundred dollars (\$700) over the five (5) year coverage period. Any receipts dated July 1, 2016, to June 30, 2021, would be credited against the maximum of seven hundred dollars (\$700). The maximum total reimbursement amount for newly hired Bargaining Unit Members and/or his/her dependents shall be reduced by the following annualized amount for each year of this Agreement during which the newly hired Bargaining Unit Member was not employed. Individuals hired as one year Full-Time Substitutes or less will also receive a pro-ration of the vision available based on the following schedule.

2016-2017	\$140
2017-2018	\$140
2018-2019	\$140
2019-2020	\$140
2020-2021	\$140

E. The Plan shall provide that in order to be reimbursable, the event that gave rise to the approvable expense (i.e., performance of the eye examination or refraction, provision of the frame or lens, adjustment of glasses) shall have taken place during the coverage period.

F. The Plan shall provide that, as a minimum, the following expenses shall be approvable expenses for which reimbursement(s) may be made up to the maximum aggregate reimbursement amount of one hundred forty dollars (\$140) during the one (1) year coverage period.

- (1) The cost of eye examination and refractive services performed by a licensed doctor of medicine or osteopathy, including an ophthalmologist or a licensed optometrist, including, but not limited to case history, external and internal examination of the

eyes, testing visual acuity, determination of binocular measurement and prescribing corrective lenses.

- (2) The cost of post-refractive services of a licensed doctor of medicine or osteopathy, including an ophthalmologist, a licensed optometrist or licensed dispensing optician consisting of facial measurement and other determinations required for ordering lenses and/or frames, adjustment of glasses, and the cost of materials including frames and lenses (including single vision, bifocal, trifocal, aphakic, contact and/or tinted lenses or frames), or where required due to loss, damage or breakage to existing lenses or frames or where new or replacement lenses and/or frames are required because there is sufficient loss of visual acuity to warrant a new or changed prescription of lenses.

G. The following expenses shall not be approvable expenses of the Plan: The cost of sunglasses, medical or surgical treatment, drugs or other medications, services normally provided free of charge, any vision care service covered by existing District insurance policies, and services not included within the Plan as set forth in Board Policy concerning the Plan.

§6. Cafeteria Plan

The District and the Association agree to investigate the implementation of a cafeteria plan for fringe benefits during the term of this Agreement.

§7. Section 125 Plan

The Board will establish a Section 125 Plan in compliance with the provisions of Section 125 of the Internal Revenue Code. The Board will establish a qualified provision within the plan to allow monthly employee contributions for unreimbursed medical and dependent care expenses to be made on a pre-tax basis for federal tax purposes, as may be allowed by the Code at that time.

ARTICLE XXII.  
NON-REPRISAL

§1. For the purpose of this Article, the term "reprisal" shall mean an act of retaliation or intimidation taken or a threat to take such action against any person or persons for their lawful actions in support of the 2005-2006 labor dispute, or in opposition to the strike, or for their nonparticipation in the strike. No legal action or grievance shall be considered a reprisal nor shall any proportionate reduction in salary or supplemental compensation on account of work not performed be considered a reprisal.

§2. Neither the School Board nor the PEA nor any member, agent or representative thereof, nor any District Employee whatsoever, shall take any reprisal against any person or entity as set forth in Section one above during the term of this Agreement.

§3. During the 2005-2006 school year, the teacher work year will be reduced by six (6) days as a result of strike days not made up. Salaries will be prorated on the basis of 185/191 for the year. This salary adjustment shall not be considered a reprisal and is intended to take precedence over any inconsistent provision of the Agreement for the 2005-2006 school year.



ARTICLE XXIII.  
STUDENT DISCIPLINE

§1. The Board and the Association recognize a mutual responsibility for the enforcement of policies in regard to student discipline.

The Board shall support the Superintendent, principals and Bargaining Unit Members in carrying out such policies. Further, the Board through the Superintendent, holds all personnel responsible for proper control and behavior of students while under the legal supervision of the school. Full support of this policy shall be expected of all school personnel.

§2. Standards of Behavior

Since Bargaining Unit Members act in *loco parentis*, they are to maintain appropriate standards of behavior.

A. Bargaining Unit Members should provide an example of self-discipline and standards of behavior for students to emulate.

B. Bargaining Unit Members are expected to maintain order and courtesy within the school activities in which they participate.

C. Bargaining Unit Members must use firm authority or gentle restraint in order to develop an atmosphere for effective learning.

D. Bargaining Unit Members must assume personal responsibility to solve discipline problems when they arise; however, student behavior problems should be discussed with the Principal before they become serious.

E. Bargaining Unit Members must recognize limitations in disciplinary action, meting out only those actions that can be carried out.

§3. Suspension Procedures

Serious student misconduct may merit suspension. Suspension action is the prerogative of the Principal.

§4. Corporal Punishment

Corporal punishment is sanctioned in Pennsbury only as provided in the current discipline code, but physical contact is not specifically denied for purposes of defense or removal of students from the educational setting. Thus, while Bargaining Unit Members are not given authority to use indiscriminate physical punishment, physical restraint may be necessary under extenuating circumstances.

§5. Bargaining Unit Members shall receive prompt notification of a pupil in their classes who has severe physical and/or emotional problems within the recorded knowledge of the administration and other appropriate professional staff.

ARTICLE XXIV.  
BARGAINING UNIT MEMBER PROTECTION

§1. Purpose

To provide support for Bargaining Unit Members who are assaulted and/or injured while engaged in the proper performance of their duties within the scope of their employment.

§2. Reporting

In the event of an assault or injury, it is the Bargaining Unit Member's duty to notify his/her supervisor immediately so that the proper action may be taken by the School District. The Bargaining Unit Member shall cooperate with the District in completion of any reports.

§3. Assault

A. Where injuries are suffered as a result of an assault as described in Section 1 above, and the Bargaining Unit Member is thereby prevented from fulfilling his/her duties, upon certification from the physician, the District shall continue to make salary payments to the Bargaining Unit Member subject to the exceptions, reductions, and right of recovery outlined below.

B. Unless disapproved by the Superintendent, in writing and stating valid reasons for such disapproval, there shall be no deduction from allowable sick leave or personal leave during any such period of absence.

C. The amount of salary payment by the District shall be reduced by the amount of worker's compensation recovery, or by any insurance payments to the Bargaining Unit Member of any kind, whether on account of the absence or of the injury, unless such insurance payments are directly attributable to out-of-pocket expenses suffered by the Bargaining Unit Member such as medical bills, and shall also be reduced by the amount of any recovery in a law suit on account of the assault.

D. Where salary payments are made by the District prior to receipt of compensation via other sources, the District shall have a right of repayment by the Bargaining Unit Member for such excess payments by the District, and such excess payments may be recovered by future deductions from salary.

E. In cases of serious injury or extended absence on account of an assault, provisions may be made by the Board in addition to or in lieu of the provisions in this Policy at the discretion of the Board.

F. Where criminal proceedings are brought against a Bargaining Unit Member as a result of an assault occurring while the Bargaining Unit Member was engaged in the proper performance of his duties within the scope of his/her employment, the Board will furnish upon request legal counsel to defend him/her in such proceedings. The furnishing of counsel at any appellate proceedings shall be at the discretion of the Board.

G. The Board shall reimburse Bargaining Unit Members for the reasonable cost of any clothing or other similar uninsured personal property (not including automobiles) damaged or destroyed as a result of an assault suffered by that Bargaining Unit Member while he/she was acting in the proper discharge of his/her duties within the scope of his/her employment. Such payments are subject to the District's right of reduction and recovery where the Bargaining Unit Member receives compensatory payments from any other source.

§4. Injury

Absence due to injury incurred in the course of a Bargaining Unit Member's employment for which a Bargaining Unit Member is eligible for Workers' Compensation benefits shall not be charged against the Bargaining Unit Member's sick leave days, up to a maximum period of one (1) calendar year. The Bargaining Unit Member shall sign over all Workmen's Compensation payments to the District except for those payments received by the Bargaining Unit Member during the summer months.

§5. Childhood Illness

In the event a Bargaining Unit Member contracts a childhood illness and is prevented from fulfilling his/her, teaching duties, upon certification from a physician on forms provided by the District, the District shall continue to make salary payment to the Bargaining Unit Member, without deduction from sick leave entitlement. Childhood illnesses shall be defined as rubeola (measles), epidemic parotitis (mumps), varicella (chicken pox), and rubella (German measles), conjunctivitis (pink eye), scabies, and pediculosis.

ARTICLE XXV.  
PERSONAL PROPERTY FUND

§1. The District shall establish a fund of Five Thousand Dollars (\$5,000) in each year of this Agreement which shall be used as a source of reimbursement to Bargaining Unit Members, subject to the terms and conditions set forth in this Article, for the cost of replacing or repairing personal property which is damaged, destroyed or lost while the Bargaining Unit Member is acting in the proper performance of his/her duties.

§2. Claims for reimbursement for each school year shall be submitted, in writing, to the office of the District Superintendent, by May 15th of that school year. Claims occurring after May 15th shall be submitted in the next school year.

§3. The Bargaining Unit Member shall have the burden of establishing his/her claim by appropriate documentation, which shall include, but not be limited to, an affidavit of the Bargaining Unit Member, a copy of any police report that was made, a copy of any insurance related documents, such other reports as are available, and documentation of the value of the personal property involved.

§4. All claims will be determined at the end of the school year by a Personal Property Fund Committee consisting of two persons appointed by the District Superintendent and two persons named by the Association. In determining which claims shall be reimbursed, the following guidelines shall be applied.

A. No claim shall be paid where the Bargaining Unit Member's loss is found by the Committee to have resulted from the claimant's negligence or contributory negligence.

B. No claims will be paid for losses which have been or are reimbursed from any other source. If a claim is paid and reimbursement is later received, the Bargaining Unit Member shall refund the amount paid to the extent of the other-source reimbursement received.

C. No claim shall result in payment of reimbursement in excess of Five Hundred Dollars (\$500) for any losses resulting from a single incident or occurrence.

D. The total amount paid on account of all claims for one year shall not exceed the amount of the Personal Property Fund.

E. In the event that the allowable claims exceed the amount available in the Personal Property Fund, all claims shall be prorated.

F. In the event that the Committee is unable to reach agreement concerning any aspect of any claim or claims, such dispute shall be submitted to the Eastern Regional Director of the Pennsylvania Bureau of Mediation for resolution by him/her or his/her designee. His/her determination in such case shall be binding.

§5. It is expressly agreed that determinations made pursuant to the provisions of this Article shall be final and binding and that no provision of this Article nor any determination made or action taken hereunder shall be a proper subject for the Grievance Procedure of this Agreement or for arbitration pursuant to said Grievance Procedure.

#### ARTICLE XXVI. ASSIGNMENTS AND TRANSFERS

§1. The Board supports a practice of filling Bargaining Unit Member vacancies from within the District whenever possible. Effective July 1, 2005, this practice shall also be extended to supplemental contracts, subject to Board discretion in unusual cases.

§2. The District will annually, on or about February 1st, survey the Bargaining Unit to determine whether any Bargaining Unit Member desires a change in grade and/or subject assignment, or desires a transfer to another building or activity.

§3. In addition to responding to the annual survey, a Bargaining Unit Member who desires a change in grade and/or subject assignment or who desires transfer to another building or activity may file a written request for such change with the District Superintendent or designee at any time. Such requests will include the new grade(s) and/or subject(s) desired and the school(s) of transfer, in order of preference.

§4. Responses to the annual survey and requests for transfer will be reviewed at least annually in terms of known or projected vacancies for the following year. Consideration will be given to the Bargaining Unit Member's area of competence, years of experience, quality of teaching and other factors which reflect qualifications for effective performance.

§5. In case of administrative vacancies, an announcement shall be made through the proper administrative channels to publicize such vacancies in order that internal candidates may apply. During the school term, announcements will be posted on building bulletin boards. Applicable information regarding duties, responsibilities, qualifications, and procedure for application shall accompany the announcement.

§6. Since supplemental contracts are assigned on a year-to-year basis and are usually restricted to particular buildings, vacancies for supplemental contracts will be announced in the building where the vacancy exists. If the position is not filled after such announcement, the vacancy will be announced District-wide prior to employment of a non-Bargaining Unit Member. Applicable information regarding duties, responsibilities, qualifications, and procedures for application shall accompany the announcement.

§7. Known vacancies in Bargaining Unit positions shall be announced on or before May 30th of each year. When filling these vacancies, preference will be given to current Bargaining Unit Members over new hires. Filling of vacancies, assignments, reassignments, transfers, and promotions will be at the discretion of the Superintendent and will be based upon the educational needs of the District and maximum utilization of training and experience. However, in-District capability will be reviewed first versus outside candidates.

§8. Bargaining Unit Members who have served in a special education position for at least five school years and who possess a general education certificate may request (1) transfer to a non-special education teaching position or (2) rotation out of special education into a non-special education teaching position for one school year (with the right to return to a special education position after the one year rotation). The second option is subject to an appropriate general education position being available to rotate into. Such requests will be given consideration over new hires.

§9. In making involuntary assignments and transfers, the convenience and wishes of the individual Bargaining Unit Member will be considered.

§10. A Bargaining Unit Member shall be notified of a proposed transfer or reassignment at a scheduled conference and shall have the right of appeal to the District Superintendent.

**ARTICLE XXVII.**  
**DUE PROCESS**

§1. The Board and the Association expressly agree that the Board and the Administration shall have the right to discipline a tenured professional employee for cause.

§2. Disciplinary actions which the Board or Administration may take, provided that cause exists, shall include, but shall not be limited to, oral reprimand, written warning, written reprimand, suspension from employment duties with or without pay, demotion, unsatisfactory rating, dismissal for cause.

§3. No tenured Bargaining Unit Member shall be dismissed unless the District Superintendent shall recommend dismissal and a two-thirds (2/3) majority of the Board shall vote for dismissal at a public meeting of the Board.

§4. In determining whether cause exists for dismissal, that term shall specifically include just cause, or any conduct or action by a tenured Bargaining Unit Member which would lawfully provide a proper basis for dismissal pursuant to section 1122 of the Public School Code of 1949 and interpretations thereof by Pennsylvania Courts and/or the Secretary of Education.

§5. In the event that the District Superintendent shall recommend to the Board that a tenured Bargaining Unit Member be dismissed, that recommendation and the reasons therefor shall be transmitted in writing to the Board President and the Bargaining Unit Member involved.

Within ten (10) days after receipt by the Bargaining Unit Member involved of such recommendation, he/she shall elect in writing whether he/she elects to proceed Under sections 1121 through 1131 of the School Code or in accordance with the Grievance Procedure set forth in this Agreement, beginning at Step Five. Tenured professional employees whose dismissal for cause has been recommended may follow the Grievance Procedure or request a hearing pursuant to sections 1121 through 1132 of the School Code, but not both.

§6. This section shall apply to disciplinary actions only and shall not apply to retirements, suspensions, non-disciplinary transfers, non-disciplinary demotions, abandonment of contract, resignation, or other changes in tenured Bargaining Unit Member status which are initiated by the Bargaining Unit Member, or which are initiated by the Board for reasons other than for the purpose of discipline of an employee for cause.

### ARTICLE XXVIII. REORGANIZATION

§1. The District and the Association recognize that a grade reorganization involving a "middle school" concept occurred during the term of a previous contract. In the event of a similar grade reorganization which necessitates Bargaining Unit Member transfers or reassignments, the following procedures will be followed.

§2. The District will provide the professional staff with information concerning transfers, reassignments, or new assignments that may be necessitated by the grade reorganization and will thereafter survey the Bargaining Unit to determine Bargaining Unit Member preferences with regard to any new assignments created by the grade reorganization. The survey shall be so constructed as to allow three preferences to be expressed in order of preference.

§3. The District shall determine criteria for each such new assignment or reassignment, which may include required certification, a specified area of competence, years of service, a specified major field and/or prior experience in a particular subject or at a particular grade level. The information furnished to the Bargaining Unit Members shall specify the criteria for each new assignment or assignment created or effected by the grade reorganization.

§4. A Bargaining Unit Member who has expressed a preference for a particular reassignment or new assignment and who meets the criteria established for the new assignment or reassignment shall be assigned to the assignment.

§5. In the event that two or more Bargaining Unit Members who meet the assignment criteria express a preference for a given assignment, the order of their stated preference for that assignment shall be first considered. If two or more Bargaining Unit Members have expressed an equal level of preference for the assignment, Article XXV of this Agreement shall be followed.

§6. In the event that additional transfers are necessary after consideration has been given to stated preferences as set forth above, the District shall follow Article XXV of this Agreement in making such additional transfers.

ARTICLE XXIX.  
RESIGNATIONS AND CONTRACT FULFILLMENT

§1. Resignations submitted within a period of less than sixty (60) days of the effective date of resignation will not be honored unless a suitable replacement is acquired or the reason for termination is an incapacitating illness or physical disability.

§2. The Association will assume the responsibility of emphasizing this requirement to members during its membership meetings.

§3. Forfeiture of all benefits due the Bargaining Unit Member will be exercised as provided in the School Code.

ARTICLE XXX.  
GRIEVANCE PROCEDURE

§1. Definitions

A. A "grievance" shall mean a complaint by a Bargaining Unit Member or the Association (1) that there has been as to him/her or it a violation or inequitable application of any of the provisions of this Agreement, or (2) that he/she or it has been treated inequitably by reason of any act or condition which is contrary to established Board policy or practice governing or affecting Bargaining Unit Members, except that the term "grievance" shall not apply to any matter as to which the Board is without authority to act.

B. An "aggrieved person" is the person or persons making the complaint.

C. A "party of interest" is the person or persons making the complaint or any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

D. The term "days" when used in this Article shall mean working school days.

§2. General Procedures

A. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum. Failure to appeal the grievance at any steps of the Procedure within the prescribed time limits will make the grievance void. Failure on the part of the District in rendering decisions within the prescribed time limits will automatically appeal the grievance to the next step of the Procedure. By mutual agreement, extensions to time limits may be made at the various steps of the Procedure.

B. In the event a grievance is filed on or after June 1, the parties agree to make a good faith effort to resolve the issue prior to the end of the school term or as soon thereafter as is practical. In the event a grievance is filed so that sufficient time as stipulated under all levels of the Procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved in the new school term in September under the terms of this Agreement and this Article, and not under any succeeding agreement.

C. Upon selection and certification by the Association, the Board shall recognize a Grievance Representative in each building and the Association's Professional Rights and Responsibilities Committee.

D. At all steps of the Procedure after a grievance has been presented, at least one (1) member of the Association may attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

E. All grievances shall be presented as soon as practicable after the occurrence upon which the same is based but in no event later than ten (10) days if the same is not a salary grievance and thirty (30) days if the grievance arises from a salary issue. The failure to submit a grievance within such periods shall constitute a bar to further action thereon.

F. By mutual agreement, any steps of the Grievance Procedure may be waived in order to process the grievance at a higher step.

G. In the event of emergencies, at any step of the Grievance Procedure, designees may be appointed for those who represent the Board or the Association.

H. Resource persons may be utilized at various steps of the Grievance Procedure provided adequate notice is given by either party of such participation.

I. At his/her option, the aggrieved may appear at any step of the Procedure.

### §3. Grievance Steps

#### STEP ONE

The grievance shall be submitted orally to the Bargaining Unit Member's Principal or other immediate supervisor. Within two (2) days of receiving notification of such grievance, the aggrieved and the supervisor shall discuss the problem in an attempt to resolve the issue. Within three (3) days after such discussion the supervisor shall orally notify the aggrieved of the disposition of the grievance at a conference. In the event that the grievance is not settled within the above time limits, the aggrieved may within five (5) days after receiving the notice of disposition file a written grievance with his/her supervisor-with distribution of copies to be made by the Supervisor as follows:

- a. Supervisor
- b. Professional Rights and Responsibilities Committee Chairperson
- c. Director of Personnel
- d. Aggrieved

Grievances must contain the following information:

- a. Alleged violation, misapplication, or misinterpretation of the agreement and the date of occurrence.
- b. Section of the agreement or specific policy which was violated.



- c. Signature of the aggrieved and date of signature.
- d. Possible solution to settlement.
- e. If rejected, reasons for such rejection.

The Supervisor shall render a decision, in writing, within five (5) days of receipt of the written grievance.

### STEP TWO

If the grievance is not resolved at Step One, it may be appealed within five (5) days after receipt of a written decision. The appropriate District-Level Administrator shall act for the District and the Chairperson of the Professional Rights and Responsibilities Committee for the Association. If no settlement is reached within ten (10) days after submission to Step Two the decision may be appealed to Step Three.

### STEP THREE

If the grievance is not resolved at Step Two, it may be appealed within five (5) days after receipt of a written decision. The Superintendent and the President of the Association shall attempt to resolve the grievance within fifteen (15) days after submission to Step Three and if no settlement is reached, it may be appealed to Step Four within five (5) days after a written decision is rendered.

### STEP FOUR

The Board and the Association shall hold a hearing within fifteen (15) days after submission to Step Four. An answer will be rendered within fifteen (15) days after the hearing. This decision may be appealed to advisory arbitration within five (5) days of a written decision.

### STEP FIVE

Any grievance which is not satisfactorily disposed of in accordance with steps of the grievance procedure outlined above may be submitted to binding arbitration at the request of either party. Such arbitration shall be held in accordance with the following procedure:

f. Within ten (10) days after appeal to Step Five, the parties shall meet to select an arbitrator. If the parties do not meet and/or cannot voluntarily agree upon the selection of an arbitrator either party may notify the Pennsylvania Bureau of Mediation of their inability to do so. The Bureau of Mediation shall then submit to the parties the names of seven arbitrators. Each party shall thereafter alternatively strike a name until one name remains. The Board shall strike the first name. The person remaining shall be the arbitrator.

g. The arbitrator shall be without power to make any decision contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement. The Agreement shall be construed in accordance with law, and rules and regulations having the force of law. The arbitrator shall be without power to change the substance of any established Board policy, but shall rule solely on the equity of application of established policies. The Agreement shall not be construed to limit or interfere with the powers, duties and responsibilities of the Board or its policy making authority under applicable law.

h. Fees and expenses of the arbitrator shall be shared equally by the parties. The expenses of witnesses, including salaries, shall be borne by the party requiring testimony of such witness.

§4. Miscellaneous

A. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party of interest, any grievance representative, any member of the Professional Rights and Responsibilities Committee or any other participant in the grievance procedure by reason of such participation.

B. All grievance activity above the oral stage of Step One will be conducted outside of regularly scheduled normal work day. If it becomes necessary to conduct grievance meetings during school hours, Association costs including its members' salaries will be borne by the Association.

C. If, in the judgment of the Association, a grievance affects a group or class of Bargaining Unit Members in more than one (1) building, it may submit such grievance in writing directly to the appropriate District-Level Administrator.

D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be incorporated in said participant's personnel file.

E. Both parties will cooperate in the investigation of any grievance and will furnish pertinent information, upon reasonable request, to aid in resolving the grievance.

F. In the event any Bargaining Unit Member or the Association exercises any right of appeal to a Court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this procedure, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this procedure or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing if such an appeal is filed. In the event that the Court or agency defers to the grievance procedure, the grievance may subsequently be processed.

ARTICLE XXXI.  
DUES DEDUCTIONS

§1. It is agreed that the District will continue for the life of this contract the practice of professional dues collection through payroll deductions. The Association will furnish signature cards signed by the individual Bargaining Unit Member authorizing such professional dues collection for P.E.A., P.S.E.A. and N.E.A.

§2. Deductions shall be made from the first twenty (20) paychecks beginning in September.

§3. The Board shall remit to the Association at the end of each month all monies deducted during the month accompanied by a list of Bargaining Unit Members from whom the deductions were made and the amount of each deduction.

§4. The Association shall be responsible for submitting accurate information authorizing dues deduction and shall indemnify the Board against any claims against the Board as a result of its actions under the provisions of this Article.

§5. Employees in the bargaining unit who are not members of the Association shall be required to pay to the Association an Act 84 fee for services rendered as the exclusive bargaining agent.

A. For purposes of this section, the Act 84 fee shall mean the regular membership dues of the Association, less the cost for the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Association as the exclusive representative, as provided under Act 84 of 1988.

B. The District on or before September 15 of each year will provide the Association with a list of the names and addresses of all Bargaining Unit Members. The District will also provide the Association with the name and address of any Bargaining Unit Member hired after September 15, such notice to be provided within thirty (30) days after the date of hire.

C. By December 15 of each year of this Agreement, the Association shall provide the District with names of Bargaining Unit Members who are non-members of the Association, the amount of the fee, and a payment schedule for the deduction of the fee. For Bargaining Unit Members hired after September 15 of each year, the Association will provide the District with the amount of the fee and a payment schedule for deduction of the fee within thirty (30) days after receipt of notice of the Bargaining Unit Member's hiring, or by December 15, whichever is later. The District will deduct such fee from paychecks of each non-member in accordance with the schedule provided, and shall promptly transmit the amount deducted to the Association Treasurer.

D. The Association will indemnify, defend and hold 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 by the District to comply with the provisions of this section.

E. The Association agrees that regardless of the outcome of any challenges to the validity of indemnification clauses, PSEA and the Association will not assert the invalidity of the indemnification clause in sub-section D above as a defense to avoid obligations under the clause due to the implementation of the fee, and promise to pay any damages, claims, plaintiffs' attorneys fees awarded or any other type of liability which results from the District's compliance with the provisions of this section.

#### ARTICLE XXXII. MAINTENANCE OF MEMBERSHIP

Any professional Employee included in the unit for whom the Association has been certified as the exclusive bargaining agent by the Pennsylvania Labor Relations Board, and who is a member of this Association or who joins the Association after the effective date of this Agreement, must remain a member of the Association for the duration of this Agreement, provided that any such Employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement; provided further that in the event any Bargaining Unit Member, who is a member of the Association, terminates his/her employment with the Pennsbury School District on or before June 30 of any year of this Agreement, such person may resign from the Association during a period of fifteen (15) days prior to June 30 of that year.

ARTICLE XXXIII.  
ASSOCIATION RIGHTS AND PRIVILEGES

§1. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time, available public information concerning the educational program and the financial resources of the District, which shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Bargaining Unit and their students, or which may be necessary for the Association to process any grievance or complaint.

§2. Association Meetings

Meetings of Association groups within the school building or on school property shall require approval of the building Principal or other appropriate administrator after written request for the use of such facility. Such meetings shall be held after the regularly scheduled teacher day.

§3. Bulletin Board

The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal, but no approval shall be required, except for materials other than proper Association business.

§4. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes for legitimate Association business.

§5. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Article shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

§6. Board-Association Meetings

Subject to mutual cancellation, there shall be quarterly meetings of representatives of the Association, the Board of School Directors, the Administration, and the other bargaining units of the District to discuss topics related to curriculum, policy concerns, and other education-related issues. Such meetings shall not involve discussions related to grievance or bargaining-related issues.

ARTICLE XXXIV.  
ASSOCIATION BUSINESS

§1. A total of thirty-five (35) teacher days upon request with advance notice will be granted for Association business. The established policy will be adhered to in submission and processing of the Educational Leave Request.

§2. Educational Leave Requests for Association business will be submitted to the current president of the Association prior to submission to the particular building administrator.

ARTICLE XXXV.  
ASSOCIATION OFFICE LEAVE

§1. Upon receipt of a written request made not later than forty-five (45) days prior to the beginning of a school year, the Board will grant an Bargaining Unit Member a leave of absence, without salary or salary advancement and without continuance of benefits, to serve as a full-time elected State or National officer of an Education Association.

§2. During such leave, the Board shall not reimburse the Bargaining Unit Member for the cost of courses taken, nor will the Board continue its payments toward insurance programs.

§3. A Bargaining Unit Member shall not be subject to loss of seniority accrued prior to commencement of Association Office Leave; however, seniority shall not accrue during the period of such leave.

§4. A Bargaining Unit Member who is elected as a part-time State or National Education Association officer (such as Secretary-Treasurer, Treasurer, or member, PSEA Board of Directors) shall be granted up to twenty (20) days of release time to fulfill the responsibilities of that office, provided that the Association shall reimburse the District for the cost of obtaining a substitute for each such day of release time used. At the discretion of the District Superintendent, additional such days may be allowed.

ARTICLE XXXVI.  
WAIVERS

§1. The parties agree that all items presented by the Board and the Association during the negotiations leading to this Agreement have been discussed and that no additional negotiations will be conducted on any item during the life of this Agreement except as expressly provided in this Agreement.

§2. If any new position or salary category is expressly created by the Board during the term of this Agreement, compensation for this position or salary category shall be bargainable immediately in relation to established practice and shall be set by agreement of both parties. If agreement cannot be reached, the compensation will be arbitrable.

ARTICLE XXXVII.  
NO STRIKE/NO LOCKOUT

It is agreed by the Association and the Board that since this Agreement provides for the orderly and amicable adjustment of any and all disputes, differences and grievances, there shall be no resort to a strike, work stoppage or work slowdown during the term of this Agreement or any renewal thereof by the Association or by any group of Bargaining Unit Members therein because of any proposed changes in this Agreement or disputes over matters relating to this Agreement, or disputes over any other matters whatsoever. The Board will not engage in any lockout during the life of this Agreement.

ARTICLE XXXVIII.  
SUBSTITUTES

§1. Definitions

A. Substitute – A substitute is an individual who has been employed to perform the duties of a professional Employee during such period of time as the professional Employee is absent on sabbatical leave or for other legal cause authorized and approved by the Board.

B. Long-Term Substitute – A long-term substitute is an individual who is employed to replace a member of the bargaining unit who is absent due to having been granted a Military Leave of Absence, Child Rearing Leave, Special Leave, Sabbatical Leave of Absence, Association Office Leave or Advanced Study Leave, the approved duration of which leave is at least one quarterly marking period (ordinarily forty-five (45) consecutive student days). During each full quarter that a long-term substitute is thus employed as such a replacement he/she shall be considered a member of the bargaining unit upon the terms and conditions set forth in this Article. Upon employment, a substitute who qualifies for long-term substitute status shall be notified in writing of his/her qualification for long-term substitute status and of the effective date thereof.

C. Per Diem Substitute – A per diem substitute is an individual who is employed to replace a member of the bargaining unit (including a long-term substitute) who is temporarily absent for whatever period pursuant to School Business Leave, Military Reserve Duty Leave, Jury Duty and/or Court Order Leave, Family Death Leave, Family Illness Leave, Personal Illness or Injury Leave, or Personal Business Leave. A per diem substitute shall not be considered a member of the bargaining unit.

§2. Per Diem Substitutes Employed For More Than 20 Consecutive Days For Same Bargaining Unit Member

A. A per diem substitute who is employed to replace the same Bargaining Unit Member for twenty (20) consecutive days, and who thereafter continues to be employed for one or more consecutive days shall be paid the per diem rate equal to 1/191 of the salary amount applicable to the first step, first column of the salary schedule for each such consecutive day worked after the twentieth (20th) day.

B. Additionally, a per diem substitute who fulfills the above requirements shall receive a retroactive payment for the first twenty (20) days consisting of the difference between the rate paid on the twentieth (20th) day and the rate payable to the twenty-first (21st) day.

C. If the District predicts that a long-term absence may occur for which a per diem substitute would ordinarily be employed, it may, at its sole discretion, employ a person as a long-term substitute prior to the twentieth (20th) day of such absence. A decision of the District made under this subparagraph shall not be the subject of a grievance or of arbitration.

§3. Terms and Conditions of Employment of Long-Term Substitutes – During the period that a substitute is employed as a long-term substitute, all terms and conditions of employment set forth in this Agreement shall be applicable except as set forth below.

A. The following Articles or Subsections shall be applicable, but modified as follows:

(1) Salary shall be paid in accordance with Article XVI, Salary Payment Method, and Article XVII, Salaries, of this Agreement. Salary step placement shall be determined on the basis of degrees or credit earned and prior service as a professional employee, temporary professional employee or long-term substitute, provided, however, that no long-term substitute's placement on the salary schedule shall be higher than the 5th step and no such employee shall receive credit for degrees or credits earned in excess of the Instructor II column on the salary schedule. Article XVII, Section 8, Salary Credit for Professional Courses, shall be applicable, except that subsection B.b. shall not be applicable.

(2) Article XIV, Absence Policy, Section Twelve (12), sick leave entitlement shall be allotted pro-rata on the basis of consecutive quarterly marking periods (ordinarily 45 day periods) of employment. Unused sick leave shall accumulate to a maximum of ten (10) days and may be carried over into subsequent periods of employment as a long-term substitute. All or any part of such unused accumulated sick leave may be used during a subsequent period of employment as a long-term substitute.

(3) Article XIV, Absence Policy, Section Thirteen (13), Personal Leave entitlement shall be allotted pro-rata on the basis of consecutive quarterly marking periods (ordinarily 45 day periods) of employment. One quarter - 1 day; one half = 1.5 days; three quarters = 2 days; full year - 3 days.

(4) The maximum aggregate reimbursement amount under Article XX, Insurance Programs, Section Five (5), Vision Insurance entitlement, shall be pro-rated at the rate of thirty-five dollars (\$35.00) per quarter.

(5) Article XV, Supplemental Contract Schedules amounts, shall be pro-rated as appropriate.

(6) Article XVIII, Tuition Reimbursement, shall be available to long term substitutes in accordance with the following guidelines:

a. During each quarterly marking period of service completed as a long-term substitute, one (1) point of entitlement shall accrue.

b. Each point shall have a value of one quarter (1/4) of the tuition refund amount applicable annually for regular full-time Bargaining Unit Members. See Article XVIII.

c. No more than four (4) points may be used during any school year.

d. Points accumulated during a given school year shall not be carried over for use in subsequent school years, except as follows:

1. Long-term substitutes who earn points during a given school year may use points after the end of that school year for courses completed by the September 1st next following the end of that school year; and/or,

2. Long-term substitutes who are employed during the next school year as a long-term substitute may use points earned during the preceding school year, subject to the limitation that no more than four points may be used in any school year.

e. Points accumulated during a prior school year, which have not been used by the September 1st after the next school year, shall be lost. For example, points accumulated during the 1995-1996 school year must be used by September 1, 1997.

B. The following Articles or Subsections of this Agreement shall not be applicable:

- (1) Article XIV, Absence Policy, Section Four (4), Military Leave of Absence.
- (2) Article XIV, Absence Policy, Section Five (5), Child Rearing Leave.
- (3) Article XIV, Absence Policy, Section Six (6), Special Leave.
- (4) Article XIV, Absence Policy, Section Seven (7), Sabbatical Leave.
- (5) Article XIV, Absence Policy, Section Nine (9), Advanced Study.
- (6) Article XIX, Early Retirement Allowance/Retirement Allowance.
- (7) Article XXV, Assignments and Transfers.
- (8) Article XXVII, Reorganization.
- (9) Article XXXI, Dues Deduction, Section Five (5), Act 84 fee.
- (10) Article XXXV, Association Office Leave.
- (11) Article XXXIX, Reduction in Force.
- (12) Article XLII, Demonstration Teachers

C. The preceding shall not be construed to grant any rights or privileges to long-term substitute employees except as is expressly set forth therein. Long-term substitutes shall not be deemed to have accrued seniority for suspension (reduction in force) purposes by virtue of their employment as a long-term substitute.



ARTICLE XXXIX.  
REDUCTION IN FORCE

§1. The District will continue to follow past practice of recognizing the principle of seniority as the first priority in the event of any reduction in force. Recalls will occur in the reverse order of the reduction in force.

§2. In the event that the seniority of two or more professional employees is equal, the professional employee with the greatest length of total (whether or not it was interrupted) prior service to the District as a professional employee shall be considered senior.

§3. If two or more professional employees have equal seniority and equal prior service, the professional employee with the greatest length of service to the District as a long-term full-time substitute shall be considered senior.

§4. If two or more professional employees are equal in seniority, prior service to the District and prior service as a long-term full-time substitute to the District, the most senior shall be determined by lottery.

§5. Tenured professional employees who are recalled from suspension to fill temporary vacancies shall be covered by all the provisions of this Agreement and will be treated as regular employees during any such period of employment.

§6. The term "temporary vacancy," as used in this Article, for which professional employees have the right to recall, shall be defined as a professional position to be filled as a result of an approved military leave of absence, child rearing leave, special leave, sabbatical leave of absence, Association office leave or advanced study leave, the approved duration of which is at least one (1) quarterly marking period (ordinarily forty-five (45) consecutive student days).

§7. To be considered available to fill temporary vacancies as defined herein, suspended professional employees must submit to the Director of Personnel by no later than July 1st of each school year written notice of their current address and phone number and of their intent to accept a temporary vacancy when offered.

§8. Failure to comply with the notice requirement set forth above shall result in the professional employee losing his/her right to recall for that school year.

§9. A professional employee who refuses an offer of a temporary vacancy shall lose his/her right to recall for that school year.

§10. A professional employee who refuses an offer of a permanent vacancy shall lose his/her right to recall completely and permanently.

ARTICLE XL.  
TEACHER INDUCTION

§1. A Bargaining Unit Member who is required to attend an afterschool meeting in fulfillment of the provisions of the District's approved Teacher Induction Plan shall be compensated for time actually spent in such meeting, as follows:

Support Teacher - Workshop Rate as set forth in Article XI.  
Inductee - One-half (1/2) of the Workshop Rate set forth in Article XI.

§2. The Association shall continue, during the duration of this Agreement, to have a representative named by it on the District Induction Coordinating Council.

§3. Not later than June 1st of each school year the District shall distribute a form to all Bargaining Unit Members to solicit volunteers to become support teachers: The District shall choose support teachers in accordance with guidelines of the District Induction Plan.

#### ARTICLE XLI. CLASS SIZE

§1. The District will attempt to maintain maximum district-wide ratios of students (including mainstreamed special education students) to teachers as follows.

- a. Secondary 35 : 1 (7-12)
- b. Intermediate 31 : 1 (4-6)
- c. Primary 29 : 1 (K-3)

Effective September 1, 1996, such ratios shall be as follows:

- a. Secondary 34 : 1 (7-12)
- b. Intermediate 30 : 1 (4-6)
- c. Primary 28 : 1 (K-3)

§2. The Association agrees that increases in student enrollment, problems of transportation, lack of space or facilities, or other unusual conditions not now prevailing in the District may cause the above ratios to be exceeded for the duration of such unusual conditions.

§3. It is mutually agreed that any disputes or misunderstandings arising from the provisions of this Article will be dealt with by the Professional Staff Committee under the rules applicable to that body.

§4. It is mutually agreed that the provisions of this Article shall neither cause nor justify any changes in staff level, either by means of layoffs or new hiring.

#### ARTICLE XLII. DEMONSTRATION TEACHERS

§1. The District and the Association agree to the creation of a special classification of teacher known as Demonstration Teacher. The parties shall jointly develop guidelines, to include the additional duties referred to below, for implementing this program.

§2. To be eligible for designation as a Demonstration Teacher, the following criteria must be satisfied:

(1) Attained placement on the Professional Educator I, Professional Educator II, or Advanced Professional Educator columns.

(2) Completed at least seven (7) full years of satisfactory service as a permanent teacher of which at least three (3) years are service with the District.

(3) Recommended by a committee of teachers and administrators and approved by the District Superintendent.

§3. Bargaining Unit Members selected as Demonstration Teachers shall serve for one year, and can be reselected for one additional consecutive year, after which they must lose this designation for at least one school year. Demonstration Teachers shall receive a base salary for the year equal to not less than 102% nor more than 108% of the salary listed for their step and column placement. The exact percentage over and above the Bargaining Unit Member's base salary shall be determined annually by the Board, and shall apply uniformly for that year to all demonstration teachers. This additional percentage over 100% of the Bargaining Unit Member base salary shall not be applied to any other compensation received by a Demonstration Teacher, i.e., extracurricular or summer duties. The parties anticipate that Demonstration Teachers will not apply for any extended leave of absence, paid or unpaid, during the year they are designated. However, should such leave become necessary after being selected, the Bargaining Unit Member shall thereupon automatically revert to regular, non-Demonstration Teacher status and compensation (pro-rated). As part of being a Demonstration Teacher, a Bargaining Unit Member shall perform designated additional duties. The number of Demonstration Teachers in any one school year shall not exceed 20. For the term of this agreement, the Board and the PEA have agreed to compensation as follows:

2016-2021 104%

#### ARTICLE XLIII. TECHNOLOGY

§1. The Board and the Association recognize that under Act 195 and Act 88 the "utilization of technology" is designated a non-mandatory subject of bargaining about which the Board is obligated to meet and discuss at the request of the Association. The parties also recognize the obligation of the Board to bargain at the request of the Association, in accordance with law, the impact on Bargaining Unit Members of a managerial decision to implement or utilize technology.

§2. The Board, in exchange for the acceptance by the Association of its discretionary right to implement technology, pledges that such implementation will not result in the layoff or loss of job for any current Bargaining Unit Member.

§3. The parties mutually agree that this Agreement is not intended to and shall not be interpreted to prevent the use of technology in ways beneficial to the educational program, to the students, or to the productivity of the staff unless such intent is expressly stated.

§4. The Association recognizes that use of District computers is for the purpose of enhancing the educational process. This equipment is not to be used for the furtherance of private or business affairs unconnected with the educational process at Pennsbury School District. However, just as there is respect for the contents of a Bargaining Unit Member's desk and files, so there needs to be respect for the contents of a Bargaining Unit Member's computer files.

§5. Unless there is prior reason to believe that a Bargaining Unit Member is using a computer improperly, there will not be routine or random inspection of computers. Where required by law enforcement, court order, subpoena, etc., computers will be inspected as required. If the Administration is inspecting a computer for a potential disciplinary purpose, the

Bargaining Unit Member will be given notice and an opportunity for a PEA representative to be present.

§6. Distance learning, virtual schools, and other technological enhancements of the educational program will continue to be studied, as they become available and ready for practical implementation. The Association and Administration will continue an open dialogue concerning such developments.

ARTICLE XLIV.  
INDEX

The Index to this Agreement is not intended to be a substantive part hereof, and any of the terms set forth in the Index are inserted purely for convenience of reference and shall not be used to construe any part of this Agreement nor its meaning or effect.

ARTICLE XLV.  
DURATION AND TERMINATION

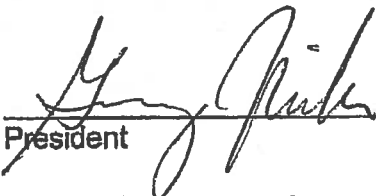
§1. This Agreement shall take effect on July 1, 2016 and shall remain in full force and effect until June 30, 2021.

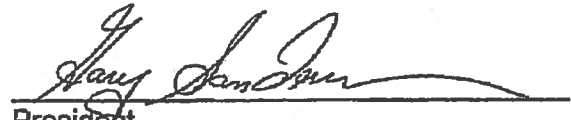
§2. Negotiations for a successor agreement shall commence on or about January 11, 2021.

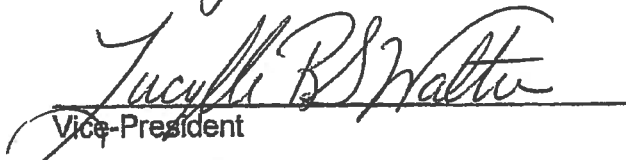
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed this 25<sup>th</sup> day of May, 2017, in Fallsington, Pennsylvania.

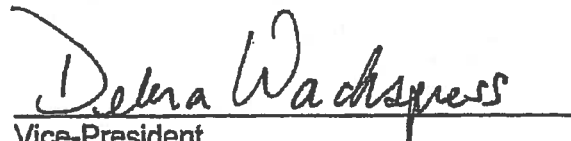
PENNSBURY EDUCATION ASSOCIATION

PENNSBURY SCHOOL BOARD

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Secretary

## APPENDIX A

### Memoranda of Understanding

This will confirm that the following Memoranda of Understanding have been agreed to by the District and the Association:

A. Subject: MAINTENANCE, REPAIR AND GROUNDSKEEPING

§1. The Administration of the Pennsbury School District will seek to schedule ongoing maintenance, repair and groundskeeping activities that are potentially noisy, distracting, or that create noxious fumes in such a manner as to minimize conflict with classes that are in progress.

§2. Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health or safety. In the event that a Bargaining Unit Member believes that a hazardous or unsafe condition exists in a District building and that as a result of such condition he/she is being required to perform tasks which may endanger his/her health or safety, he/she shall immediately report such condition to the applicable building Principal.

§3. If the described above in section two condition is not corrected within a reasonable period of time, the Association, on behalf of a Bargaining Unit Member who has reported such a condition, may initiate Meet and Discuss with the Board or a committee of the Board in accordance with the Pennsylvania Public Employee Relations Act, Act 195, concerning said condition. Said Meet and Discuss session shall be held within five (5) working days of receipt by the Board President of such request for Meet and Discuss.

§4. The Bargaining Unit Member shall continue to work pending conclusion of Meet and Discuss concerning the condition unless the condition presents a clear and present danger to his/her safety as certified to by an appropriate County, State or Federal Agency competent to determine whether the condition presents a clear and present danger to health or safety.

B. Subject: SICK LEAVE BANK REGULATIONS

§1. Membership in the Bank shall be voluntary, but the Bank shall not be initially put into effect unless 65% of the Bargaining Unit chooses to join. In the event that 65% membership cannot be obtained by December 1, 1975 the parties will meet and discuss possible modifications of these regulations.

§2. Initial applications for membership will be submitted to the PEA in writing. After the Bank is put into effect initially, Bargaining Unit Members may join only upon written application to the Bank Committee between May 15th and June 15th of the year preceding their membership. Newly hired Bargaining Unit Members may join no later than October 15 of the school year.

§3. Charter members will contribute one (1) accumulated day of sick leave to the Bank, or at their option, one (1) day of personal business leave. Except as otherwise provided in these regulations, an additional contribution of one (1) day shall be required of all members at the beginning of the second year and each subsequent year of Bank operation. Members joining in subsequent years will be required to contribute one (1) day for each year that the Bank

has been in operation, except newly hired Bargaining Unit Members who need contribute only one (1) day.

§4. Contributed days shall remain in the Bank and may not be withdrawn by a Bargaining Unit Member upon retirement or resignation from the District, or on resignation from the Bank, or otherwise, provided that if membership in the Bank at any time falls below 50% of the Bargaining Unit, Bank operation shall be suspended, except that those already receiving benefits may continue to receive such benefits up to the maximum withdrawal. The parties shall, at the request of either, meet and discuss concerning possible modifications of these regulations.

§5. In the event contributed days become depleted during the operation of the Bank, the Bank Committee may, at its discretion, assess further contributions against its members or suspend operation of the Bank until the beginning of the next school year.

§6. Bank benefits shall be available to any member under the conditions set forth in these regulations for illness or disability normally covered by sick leave. Bank benefits shall not be available to Bargaining Unit Members on child rearing leave or other long term leaves of absence, except extended sick leave, nor shall Bank benefits be available to Bargaining Unit Members under conditions where maternity leave would normally have been granted under past practice, except by majority vote of the Bank Committee.

§7. Initial withdrawal of Bank Benefits shall not commence until a member has exhausted all of his/her accumulated sick leave and ten (10) additional days of absence have been suffered without pay. If the loss of days is not consecutive, twenty (20) days of absence without pay is required prior to eligibility for withdrawal. By majority vote of the Bank Committee, required days of absence without pay may be reduced to not less than five (5) in any individual case for good cause.

§8. The Sick Leave Bank Committee shall consist of two (2) members of the Bargaining Unit, selected by the PEA, and two (2) members of the Administration or Board, selected by the Superintendent or the Board. The Committee shall grant requests for withdrawal of benefits from the Bank where they determine the requesting member meets the qualifications of the Bank regulations.

§9. Maximum withdrawal from the Bank in the initial year of membership for each Bargaining Unit Member shall be equal to the number of accumulated sick days of that Bargaining Unit Member on the day he/she joins the Bank. By majority vote of the Bank Committee, maximum withdrawal in individual cases may be increased for first and second year Bargaining Unit Members, respectively, to twenty (20) and twenty-five (25) days. In no event shall the maximum withdrawal exceed one hundred (100) days for any one illness. One illness shall mean continuous absence or absence not interrupted by sixty (60) days return to service (unless fewer than sixty (60) days return due to a new cause). In exceptional circumstances in the case of intermittent absences for the same illness, unused sick bank leave for that illness may be granted by the Bank Committee (up to the maximum).

§10. Maximum withdrawal in subsequent years of membership for each Bargaining Unit Member shall be increased by the sum of the number of unused personal days, and the number of unused sick leave days accrued in the prior school year, the maximum increase not to exceed thirteen (13) days (three (3) and ten (10) days respectively). In any event, maximum withdrawal shall be increased by one (1) day if an additional day is contributed, and shall continue to be limited to one hundred (100) days for any one illness.

§11. The Bank Committee may require of any Bargaining Unit Member using the Bank benefits a doctor's report, examination by a physician, progress reports on any illness, or such other steps as may be reasonably necessary to protect the integrity of the Bank and prevent abuse of its benefits.

The Board retains its right under the School Code to require a statement from a physician or other practitioner prior to payment of sick leave, whether or not payable out of Bank benefits.

§12. If the Bank accumulates one thousand five hundred (1,500) days as of September 1st of any year, further donations may be waived except for newly joining members.

§13. If relevant portions of this Sick Leave Bank are declared illegal or in violation of the School Code or other applicable statutes by any Appellate Court of last resort or other Court of competent jurisdiction, the Bank shall forthwith be dissolved or mutually amended to conform with such decisions. In the event of dissolution the days shall be returned pro rata to the members. On request of the PEA, the parties will meet and discuss concerning implementation of a new Bank complying with the legal requirements of such decision or opinion.

§14. Bank operation shall be suspended at the end of any school year in the event of substantially increased use of accumulated sick leave benefits among members of the Bank. An increased incidence of sick leave absence by the members in excess of 20% over 1973-74 levels shall, in the absence of an epidemic or other such discernible cause, be deemed conclusive evidence justifying such suspension. For Bargaining Unit Members hired subsequent to September 1973, base 1973-74 levels shall be calculated as the average sick leave usage by the Bargaining Unit in 1973-74. In the event of a suspension of Bank operation under the provisions of this section, the parties shall meet and discuss concerning appropriate modifications of these regulations to allow renewed operation of the Bank.

§15. At the discretion of the Bank Committee, any individual member of the Bank may be permitted to donate sick days from his/her own accumulated sick leave to any other Bank member who has exhausted his/her own sick leave and utilized his/her maximum withdrawal from the Bank. To provide for accurate record keeping by the District, all such transactions must be approved and documented in writing by the Bank Committee prior to the donation. Such donated days may not be subsequently repaid to the donor by the recipient. The maximum donation allowable by any one donor shall be two days per year. The maximum donation receivable by any one individual for any one illness shall be 50 days.

§16. All records pertaining to operation of the Bank shall be maintained by the Committee. Costs, if any, of such maintenance of records in excess of \$25.00 per year shall be shared equally by the Board and the PEA, and shall be approved by a majority of the Bank Committee.

C. Subject: INDIVIDUALIZED EDUCATIONAL PROGRAM

Whenever a Bargaining Unit Member is required to render services beyond the normal workday for the writing of new I.E.P.s, or for the annual revision of an I.E.P., or for a special education due process hearing or hearings, the Bargaining Unit Member shall be compensated for such additional services at the hourly rate for workshops set forth in Article XI.

D. Subject: DISCIPLINE

§1. The District agrees with the Association that learning can best occur in an atmosphere where student self-discipline prevails. Therefore, the District will make the continued improvement of discipline for the enhancement of learning a number one priority of this school community.

§2. The District will establish an Administration/Association Committee during the first year of this Agreement to study ways and means to effectively deal with disruptive students, particularly those who are at the elementary level and have not been identified as exceptional.

E. Subject: RESIDENCY

The District will continue its policy of a no residency requirement for employment in the Pennsbury School District during the term of this contract.

F. Subject: STATEMENT OF COMMITMENT

§1. It is the intention of the Pennsbury Education Association and of the Administration, through the District Superintendent, that during the term of this Agreement the quality and level of education imparted in the classroom and throughout the educational program shall be substantially upgraded through the efforts and commitment of all concerned.

§2. In order to accomplish this mutual objective it is intended that the members of the bargaining unit and of the Administration shall individually and collectively use their influence, abilities and best efforts to create, stimulate, maintain and enhance the educational atmosphere and emphasis of the highest possible caliber in the education of the students of the Pennsbury School District. It is agreed that such best efforts shall include renewed efforts by the parties to improved educational achievement of each student and to advances in personal and behavioral growth by each student. It is understood that such dedication will be reflected by the attitude and personal example set by all involved.

§3. It is further agreed that the parties to this memorandum will encourage each participant in the educational program to decrease absenteeism, to stimulate interest and achievement, and to promote an increased degree of cooperation among Bargaining Unit Members, administrators and students. It is the expectation of the parties that their commitment to these goals, as evidenced hereby, will result in improved educational and personal benefits to each student as well as an enhancement of the stature of public education in the Pennsbury Community.



G. [RESERVED]

H. Subject: SCHOOL AIDES

§1. No Bargaining Unit Member shall be assigned cafeteria duty, noon recess duty or recess duty that results from noon recess being changed to another time during the day.

§2. The Pennsbury School District will employ an aide or aides to provide clerical help to teachers in accordance with past practice. For the purpose of this Memorandum of Understanding, a "Middle School" shall be considered as a secondary level building.

I. Subject: ACADEMIC FREEDOM

§1. The District and the Association recognize as goals to seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of the respect for the dignity of the individual, for the Constitutions of the United States and the Commonwealth of Pennsylvania, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be transmitted best in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom is enjoyed.

§2. Freedom of individual expression, consistent with the obligation to respect the rights of all other parties, shall be fostered to safeguard the paramount interest of the schools in the learning climate for pupils.

§3. It is recognized that academic freedom is the right of the learner. Therefore, no arbitrary limitations shall be placed upon student study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, when pursued in accordance with Board policy, rules and regulations.

J. Subject: RELEASE TIME - ASSOCIATION PRESIDENT

§1. The Association President may be allowed additional release time for the purpose of conducting Association business, which shall not be considered a part of the thirty-five (35) teacher days of Association Business Leave provided for in Article XXXIV of this Agreement. Approval of such additional time shall be at the sole discretion of the applicable building principal and District Superintendent.

§2. If, and only if, the Association President is assigned to a high school building and if intensive scheduling is in effect, he/she shall be assigned to two consecutive teaching periods per day, which shall, if possible, be the first two periods of the day. The remainder of the day will be release time.

§3. If, and only if, the Association President is assigned to a middle school building, he/she shall be assigned to four consecutive teaching periods per day, which shall, if possible, be the first four periods of the day. The remainder of the day will be release time.

§4. If, and only if, the Association President is assigned to an elementary school building, he/she shall be entitled to release time to perform Association Business during the

work day, if mutually agreed to by the parties. The President shall suffer no loss in wages, benefits, or other contractual advantage as a result of such use.

K. Subject: SUPPLIES REIMBURSEMENT

All Bargaining Unit Members will be entitled to reimbursement for up to \$50.00 per year for supplies for their room or for teaching materials.

L. Subject: MUTUAL CHANGE OF INSURANCE PROGRAMS

The parties agree that the insurance programs contained in this Agreement may be modified by mutual agreement, provided that any such Agreement shall be in writing and signed by the parties.

M. Subject: SITE-BASED TEAMS

The Pennsbury School District and the Pennsbury Education Association recognize the value of the "site-based" concept. Each building's site-based team shall be governed by District-wide guidelines mutually developed by the District and the Association. Such guidelines shall remain in force unless a change is agreed to by both parties.

N. Subject: I. D. TAGS

I. D. tags will be replaced once during the term of the contract without cost to the Bargaining Unit Member if broken or damaged.

O. Subject: CURRICULUM COORDINATORS

§1. Based on District needs, curriculum coordinator positions may include but need not be limited to the following teaching areas: Art, Business Education, Computer Science, Foreign Language, Guidance, Family and Consumer Science, Industrial Arts, Science, School Nurses, and Social Studies.

§2. The District shall make every attempt to assign teaching periods as consecutive periods and shall attempt to schedule them at the beginning of the school day of the home school and, if possible, limit teaching assignments to one preparation.

§3. Curriculum coordinators shall have no collateral duties except a homeroom, and if a homeroom assignment is necessary, the coordinator's schedule shall include a first period class.

§4. The District shall attempt to assign coordinators to only one building for teaching purposes.

§5. The scheduling of one preparation period per day shall be flexible and at the discretion of the coordinator according to the needs and demands of the day.

§6. Each curriculum coordinator shall be supplied with a desk, a file cabinet, and designated secretarial assistance. Access to a telephone for coordinators use shall be provided. Curriculum coordinators shall not allow use of the telephone by other persons as it is restricted to use for coordinator duties.

§7. Whenever a coordinator is absent and a substitute is called, the District will attempt to schedule the same substitute teacher each time so as to promote continuity of instruction.

§8. Curriculum coordinators shall not be used as substitute teachers except in unusual circumstances. If there should be the need to use a coordinator as a substitute teacher, a report of that use shall be made in writing by the building administrator to the Director of Curriculum and Instruction.

§9. Curriculum coordinators will be invited to participate in the interviewing process for new teachers in their curriculum area.

§10. Workshop participation shall be paid at the workshop rate listed in Article XI, Section 1 of the collective bargaining agreement. Coordinators presenting at workshops after the end of the year as designated by the appropriate central office administrator shall be paid at the presenter rate listed in Article XI, Section 1, except for Guidance and Nursing, which shall continue according to past practice.

P. Subject: TEACHER COORDINATORS - ELEMENTARY LEVEL

§1. In accordance with the agreement between the Pennsbury School District and the Pennsbury Education Association, effective July 1, 2000, it is agreed that Article VII, Part 2, Paragraph G shall be interpreted to mean that a teacher coordinator assigned at the elementary level will receive an amount of time each school day to devote to coordinator's duties which is equivalent to the amount of time each school day a teacher coordinator assigned at the secondary or middle school level receives. The equivalency of time shall be substantially the same, allowing for the differences in class schedules between elementary, middle and secondary schools.

§2. It is further agreed that the teaching schedules of teacher coordinators whether assigned to elementary, middle, or secondary school will be adjusted to coincide with the language contained in Appendix A, Article O, Paragraphs 1, 4, 6, 7, 8, 9, and 10. In Appendix A, Article O, Paragraph 2 shall apply to elementary coordinators without the final phrase, "and if possible, limit teaching assignments to one prep." Paragraph 5 of Appendix A, Article O shall state that scheduling of prep time at each level shall be in accordance with the language governing prep time at that level and shall be flexible and at the discretion of the coordinator according to the needs and demands of the day.

§3. The District recognizes and agrees that Appendix A, Article O, Paragraph 7, when applied to a teacher coordinator at the elementary level, means daily absence necessitated by the coordinator's duties in addition to absence due to illness or emergency. Such daily absence necessitated by the coordinator's duties will be covered by a long-term substitute hired by the District, as needed, for half the normal school day or as close as possible to the amount of time that a teacher coordinator at the middle or secondary level is relieved from teaching duties.

Q. Subject: NATIONAL CERTIFICATION - COUNSELORS AND PSYCHOLOGISTS

§1. In accordance with the agreement between the Pennsbury School District and the Pennsbury Education Association, effective June 21, 2001, it is agreed that Article XVII, section 10 shall be interpreted to include staff who attain certification as a "National Certified School Counselor" as defined by the National Board for Certified School Counselors, or as a

"National Certified School Psychologist" as defined by the National Association of School Psychologists.


§2. Bargaining Unit Members who attain national certification as defined above shall receive \$2,000 in the year of receiving such certification but that amount shall be prorated based upon the date the certificate is received by the Office of Human Resources in relation to the school year. This is because these certifications have significantly lower costs to obtain than the National Board for Professional Teaching Standards national certification referenced in Article XVII.

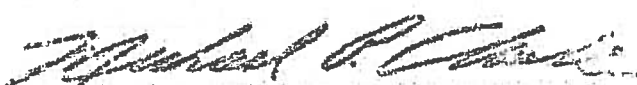
R. Subject: FULL-TIME RETIREES AND SUBSTITUTES AND PARTIAL POSITIONS AND ENTITLEMENT TO HEALTH BENEFIT COVERAGE

§1. The parties agree that a full-time substitute ("FTS") will be eligible to continue health care insurance through the summer per the terms of the Collective Bargaining Agreement between the Parties provided that the FTS has served a full school year (as set forth in Article V) as FTS for the District during the immediately preceding school year. For the purposes of this standard, the FTS must have commenced working for the District on or before the first (1<sup>st</sup>) regularly scheduled teacher work day of the immediately preceding school year.

§2. The Parties also agree that all Bargaining Unit Members who retire after the conclusion of the school year will be eligible to continue health care insurance through the months of July and August as per the terms of the Collective Bargaining Agreement between the parties. For example, Bargaining Unit Members who retire at the conclusion of the 2007-2008 school year will be eligible to continue health care insurance through July 2008 and August 2008 as per the terms of the Collective Bargaining Agreement between the parties.

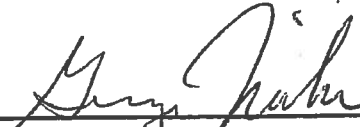
Agreed to this 25th day of May, 2017.

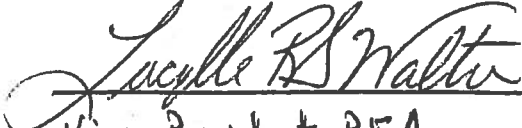
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
President PEA

  
\_\_\_\_\_  
Vice-President PEA

## Appendix "B" Supplemental Contracts

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### CURRICULUM COORDINATORS

Art K-12	\$5,268
Business Education 6-12	\$5,268
English/Library	\$5,268
Foreign Language	\$5,268
Family & Cons. Sci. 6-12	\$5,268
Technology Ed 6-12	\$5,268
Mathematics K-12	\$6,681
Music 6-12	\$5,268
Science 6-12	\$5,268
Social Studies K-12	\$6,681

### CURRICULUM COORDINATORS

English	\$2,708
Math	\$2,708
Science	\$2,708
Social Studies	\$2,708
Physical Education	\$2,708
Athletic Chairperson (9)	\$2,708
Foreign Language	\$2,708
Computer Science	\$2,708
Special Education	\$2,708

### PENNSBURY HIGH SCHOOL EAST OTHER

Computer Center	\$3,547
Student Government	\$2,013
Stage Manager	\$3,414
Newspaper	\$2,374
Dramatics	\$3,480
Assistant Dramatics	\$2,188
Yearbook - Business	\$2,707
Yearbook - Editorial	\$2,707
Forensics	\$3,480
Assistant Forensics	\$2,188
Literary Magazine	\$2,013
Mathletics	\$2,013
Marching Band Director	\$6,512
Marching Band Assistant (Supervisor)	\$3,521
Marching Band Assistant	\$2,855
Marching Band Assistant/Percussion	\$2,854
Jazz Band	\$3,480
Vocal Instructor - Drama	\$1,040
Instrumental Instructor - Drama	\$1,040
Jazz Choral Ensemble	\$3,480
Chess Team	\$1,547
Student Store Supervisor	\$1,627
Student Life	\$2,080

	National Honor Society	\$2,080
 <i>PENNSBURY HIGH SCHOOL WEST</i>		
<i>OTHER</i>		
	Dramatics	\$2,188
	Assistant Dramatics	\$1,547
	Stage Manager	\$2,294
	Student Council	\$1,840
	Newspaper	\$1,707
	Vocal Instructor	\$1,040
	Accompanist	\$521
	Jazz Band	\$2,080
	Student Life	\$1,040
 <i>CHARLES BOEHM</i>		
<i>CURRICULUM CHAIRPERSONS</i>		
	English	\$2,708
	Mathematics	\$2,708
	Science	\$2,708
	Social Studies	\$2,708
	Physical Education	\$2,708
	Computer Center Instructor	\$1,040
 <i>OTHER</i>		
	Dramatics	\$1,840
	Stage Manager	\$2,294
	Student Council	\$1,840
	Newspaper	\$1,773
	Equipment Manager	\$1,040
 <i>PENNWOOD</i>		
<i>CURRICULUM CHAIRPERSONS</i>		
	English	\$2,708
	Mathematics	\$2,708
	Science	\$2,708
	Social Studies	\$2,708
	Physical Education	\$2,708
	Computer Center Instructor	\$1,040
 <i>OTHER</i>		
	Dramatics	\$1,840
	Student Council	\$1,840
	Newspaper/Yearbook	\$1,773
	Stage Manager	\$2,294
	Equipment Manager	\$1,040
 <i>WILLIAM PENN</i>		
<i>CURRICULUM CHAIRPERSONS</i>		
	English	\$2,708

Mathematics	\$2,708
Science	\$2,708
Social Studies	\$2,708
Physical Education	\$2,708
Computer Center Instructor	\$1,040

*OTHER*

Dramatics	\$1,840
Student Council	\$1,840
Newspaper	\$1,773
Stage Manager	\$2,294
Equipment Manager	\$1.040

*ATHLETIC SUPPLEMENTAL  
CONTRACTS  
PENNSBURY HIGH SCHOOL  
FALL*

Boys' Cross Country	\$3,707
Girls' Cross Country	\$3,707
Boys' Assistant Varsity Cross Country	\$2,134
Girls' Assistant Varsity Cross Country	\$2,134
Varsity Football	\$6,841
Assistant Varsity Football	\$4,547
Sophomore Football	\$3,414
Varsity Golf	\$3,055
Varsity Hockey	\$4,947
Assistant Varsity Hockey	\$3,040
JV Hockey	\$2,921
Boys' Varsity Soccer	\$4,947
Assistant Boys' Varsity Soccer	\$3,240
Boys' JV Soccer	\$2,921
Girls' Varsity Tennis	\$4,441
Girls' Assistant Varsity Tennis	\$2,961
Girls' Varsity Volleyball	\$4,441
Girls' Assistant Varsity Volleyball	\$3,186
Girls' JV Volleyball	\$2,961
Varsity Cheerleading	\$2,774
JV Cheerleading	\$2,040
Freshman Football	\$3,374
Assistant Freshman Football	\$2,307
Freshman Field Hockey	\$2,413
Assistant Freshman Field Hockey	\$2,121
Freshman Soccer	\$2,413
Assistant Freshman Soccer	\$2,121

*WINTER*

Boys' Varsity Basketball	\$5,535
Boys' Assistant Varsity Basketball	\$3,801
Boys' JV Basketball	\$3,507
Girls' Varsity Basketball	\$5,535
Girls' Assistant Varsity Basketball	\$3,801

Girls' JV Basketball	\$3,507
Boys' Varsity Bowling	\$2,227
Girls' Varsity Bowling	\$2,227
Boys' and Girls' Varsity Swimming	\$6,854
Girls' Assistant Varsity Swimming	\$3,040
Assistant Varsity - Diving	\$3,040
Boys' Assistant Varsity Swimming	\$3,040
Boys' Winter Track	\$3,040
Boys' Assistant Winter Track	\$1,988
Girls' Winter Track	\$3,040
Girls' Assistant Winter Track	\$1,988
Varsity Wrestling	\$5,535
Assistant Varsity Wrestling	\$3,801
JV Wrestling	\$3,507
Varsity Cheerleading	\$2,774
JV Cheerleading	\$2,040
Boys' Freshman Basketball	\$2,761
Boys' Assistant Freshman Basketball	\$2,761
Girls' Freshman Basketball	\$2,761
Freshman Wrestling	\$2,761
Assistant Freshman Wrestling	\$2,121

*SPRING*

Varsity Baseball	\$4,947
Assistant Varsity Baseball	\$3,040
JV Baseball	\$2,921
Varsity Softball	\$4,947
Assistant Varsity Softball	\$3,040
Girls' JV Softball	\$2,921
Boys' Varsity Tennis	\$4,441
Boys' Assistant Varsity Tennis	\$2,961
Varsity Track	\$6,655
Boys' Assistant Varsity Track	\$3,040
Girls' Assistant Varsity Track	\$3,040
Girls' Varsity Soccer	\$4,947
Girls' Assistant Varsity Soccer	\$3,240
Girls' JV Soccer	\$2,921
Boys' Varsity Volleyball	\$4,441
Boys' Assistant Varsity Volleyball	\$3,186
Boys' JV Volleyball	\$2,961
Girls' Varsity Lacrosse	\$4,441
Girls' Assistant Varsity Lacrosse	\$3,186
Girls' JV Lacrosse	\$2,961
Boys' Varsity Lacrosse	\$4,441
Boys' Assistant Varsity Lacrosse	\$3,186
Boys' JV Lacrosse	\$2,961
Freshman Baseball	\$2,413
Assistant Freshman Baseball	\$2,121
Freshman Softball	\$2,413
Assistant Freshman Softball	\$2,121



	Cable TV Sports Manager	\$3,947
	Equipment Manager	\$4,268
	Varsity Weight Training	\$4,455
<i>OTHER</i>		
	Freshman Cheerleading	\$2,413
	Intramurals	\$1,040
<i>CHARLES BOEHM</i>		
<i>FALL</i>		
	Weight Football Unlimited	\$2,401
	Assistant Weight Football Unlimited	\$1,961
	Weight Football 110 lbs.	\$2,401
	Assistant Weight Football 110 lbs.	\$1,961
	Girls' Middle School Hockey	\$2,121
	Middle School Soccer	\$2,121
	Girls' Middle School Volleyball	\$2,121
<i>WINTER</i>		
	Boys' Middle School Basketball	\$2,121
	Girls' Middle School Basketball	\$2,121
	Middle School Wrestling	\$2,121
	Assistant Middle School Wrestling	\$1,773
<i>SPRING</i>		
	Boys' Middle School Baseball	\$2,121
	Boys' Assistant Middle School Baseball	\$1,773
	Girls' Middle School Softball	\$2,121
	Girls' Assistant Middle School Softball	\$1,773
	Co-Ed Middle School Track	\$2,121
	Assistant Co-Ed Middle School Track	\$1,773
<i>OTHER</i>		
	Middle School Cheerleading	\$2,121
	Middle School Athletic Trainer (1/3)	\$973
<i>PENNWOOD</i>		
<i>FALL</i>		
	Weight Football Unlimited	\$2,401
	Assistant Weight Football Unlimited	\$1,961
	Weight Football 110 lbs.	\$2,401
	Assistant Weight Football 110 lbs.	\$1,961
	Girls' Middle School Hockey	\$2,121
	Middle School Soccer	\$2,121
	Girls' Middle School Volleyball	\$2,121
<i>WINTER</i>		
	Boys' Middle School Basketball	\$2,121
	Girls' Middle School Basketball	\$2,121
	Middle School Wrestling	\$2,121
	Assistant Middle School Wrestling	\$1,773

SPRING

Boys' Middle School Baseball	\$2,121
Boys' Assistant Middle School Baseball	\$1,773
Girls' Middle School Softball	\$2,121
Girls' Assistant Middle School Softball	\$1,773
Co-Ed Middle School Track	\$2,121
Assistant Co-Ed Middle School Track	\$1,773

OTHER

Middle School Cheerleading	\$2,121
Middle School Athletic Trainer (1/3)	\$973

WILLIAM PENN  
FALL

Weight Football Unlimited	\$2,401
Assistant Weight Football Unlimited	\$1,961
Weight Football 110 lbs.	\$2,401
Assistant Weight Football 110 lbs.	\$1,961
Girls' Middle School Hockey	\$2,121
Middle School Soccer	\$2,121
Girls' Middle School Volleyball	\$2,121

WINTER

Boys' Middle School Basketball	\$2,121
Girls' Middle School Basketball	\$2,121
Middle School Wrestling	\$2,121
Assistant Middle School Wrestling	\$1,773

SPRING

Boys' Middle School Baseball	\$2,121
Boys' Assistant Middle School Baseball	\$1,773
Girls' Middle School Softball	\$2,121
Girls' Assistant Middle School Softball	\$1,773
Co-Ed Middle School Track	\$2,121
Assistant Co-Ed Middle School Track	\$1,773

OTHER

Middle School Cheerleading	\$2,121
Middle School Athletic Trainer (1/3)	\$973

MIDDLE SCHOOL INTRAMURALS

\$1,039

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