



KEYSTONE OAKS SCHOOL DISTRICT
1000 Kelton Avenue
Pittsburgh, PA 15216

BOARD OF SCHOOL DIRECTORS

SPECIAL VOTING MEETING
TUESDAY, AUGUST 22, 2017
7:30 PM

**KEYSTONE OAKS SCHOOL DISTRICT
SCHOOL DIRECTORS' CALENDAR OF COMING EVENTS**

August 22, 2017 – Special Voting Meeting

7:30 PM Meeting

- Call to Order – President
- Pledge of Allegiance
- **Mr. Kevin Gallagher – KOEA President**
- Public Comment
- Adjournment

BOARD PRESIDENT'S REPORT

August 22, 2017

Mr. Matthew Cesario

BOARD ACTION REQUESTED

I. KEYSTONE OAKS EDUCATION ASSOCIATION AGREEMENT

It is recommended that the Board approve the *Collective Bargaining Agreement* between the Keystone Oaks School District and the Keystone Oaks Education Association effective July 1, 2017 and ending June 30, 2020.

Collective Bargaining Agreement

between the

Keystone Oaks School District

and the

Keystone Oaks Education Association

2017 - 2020

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ARTICLE I

PREAMBLE

This Agreement entered into this 1st day of July, 2017 by and between the School District of Keystone Oaks, Pennsylvania, hereinafter called the "District" and the Keystone Oaks Education Association, hereinafter called the "Association."

The District has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relationships with its employees insofar as such practices and procedures are appropriate to functions and obligations of the District to retain the right effectively to operate in a responsible and efficient manner and are constant with the paramount interest of the District and its residents.

It is the intention of this Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain quality of services, to prevent interruption of work and interference with the efficient operation of the District and to provide an orderly and prompt method of handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the District by the statutes of the state of Pennsylvania except as negotiated in this agreement.

The Association and the Board agree that the best education possible for every child is the aim of the Keystone Oaks School District and that one of the ways to create an atmosphere conducive to learning is the establishment of mutual respect. The Board and the Administration agree not to publicly make comments about staff which may be interpreted to be derogatory, either individually or as a group. The Board and Administration further agree not to publicize or release publicly any information concerning personnel records without the employee's written consent.

WITNESSETH:

Whereas, the parties have reached certain understandings which they desire to confirm in the Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II

RECOGNITION

The District hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board, Case #PERA-B-527-W.

The parties have mutually agreed that regular part-time employees and long term substitute employees are part of the bargaining unit.

A regular part-time employee is an employee hired as a professional employee or temporary professional employee but whose work day is less than the work day established for full-time employees within Article VII of this Agreement. A regular part-time employee's salary shall be prorated, and he/she shall be entitled to full benefits.

A long term substitute employee is an employee who is temporarily replacing a professional employee or temporary professional employee for a semester or more. Long term substitute employees shall be entitled to the provisions of this Agreement except that they shall have no entitlement to a permanent position, shall not accumulate seniority, and may not pursue a grievance beyond Level Three.

ARTICLE III

TERM OF AGREEMENT

The term of this Agreement shall begin on July 1, 2017, and extend in force until June 30, 2020, or until such later date as may be mutually agreeable to both parties.

ARTICLE IV

IMPLEMENTATION OF AGREEMENT

Both parties agree to faithfully implement the provisions of this Agreement for the full life of the Agreement and, as a condition of the various provisions of this Agreement, the employees will not engage in withholding of services as defined by applicable law nor will the District conduct a lockout during the term of the Agreement.

ARTICLE V

PROFESSIONAL WORK YEAR

- A. The professional work year shall consist of 192 days. These days will include a maximum of 184 student days. The remaining days will be professional development days and clerical days as defined below.
- B. The remaining eight (8) scheduled days shall be divided as follows:
 - 1. Three (3) Professional Development Days;
 - 2. One (1) Clerical Day at the beginning of the school year, which will be scheduled on the day immediately prior to the first student day of school;

3. Two (2) Professional Development/Clerical Days will be placed at the end of the first and third grading periods respectively with grades due after the clerical day;
4. Two (2) Clerical Days: One at the end of the first semester and one at the end of the school year, either or both of which, may be completed off-site. For off-site clerical work, members must login to at least one district site (PowerSchool, Webmail, etc.) and submit a summary of work to their supervisor/principal by the end of the scheduled work day.
5. There are times due to weather or other circumstances that students may not attend 184 days but will attend no less than 180. In those circumstances where there are less than 184 student days in a school year, the lost instructional days will become clerical and/or professional development days. If clerical, these days may be in accordance with Article V.B.4.
6. Bargaining unit employees will be scheduled for Half-days on the following four (4) instructional days within the School Calendar:
 - a. The day before Thanksgiving recess;
 - b. The day before Winter recess;
 - c. The day before Spring recess; and
 - d. The Friday before Memorial Day.

On each of the above listed half-days, students will be in attendance beginning at the regular start time, and will attend on a reduced schedule as determined by the Superintendent or the Superintendent's designee. Once students have been dismissed bargaining unit employees will also be permitted to leave.

- C. Newly hired bargaining unit members will work two (2) additional days as induction/professional development days during their first year of employment with the District.
- D. Bargaining unit members who are assigned to continue performing their routine professional responsibilities beyond the 192-day work year and other professional time commitments, as expressed in this Article and elsewhere in this Agreement, shall be paid for additional days at their per diem rate.
- E. Parent Interaction Time – In addition to the 192 days described in Paragraph A of this Article, each professional employee owes the District six (6) additional hours solely for the purpose of interacting with parents. Four (4) hours of this time may be utilized by the principal in an open house format. The remainder of the time may be structured by the Superintendent and Association President so as to be meaningfully interactive and easily accountable to the building principal. Bargaining unit members who are precluded from performing this service by virtue of a conflicting assignment assigned by the District shall be excused by the Superintendent. The Academic Council shall make recommendations into the approved parent teacher interactions. Parent Interaction time will be prorated for

members who are out on an approved leave of absence or are employed after the first professional work day.

- F. Professional Responsibility for Curriculum Implementation – Bargaining unit members may be assigned responsibility to implement, evaluate, modify, and maintain a rigorous curriculum program established by Board policy with professional staff input. Assigned staff will be paid \$50.00 per hour for providing the service of reviewing and writing curriculum outside of the professional work day.
- G. Bargaining unit members who are required to participate in workshops, IEPs, seminars, or similar activities of a professional nature, beyond their contractual 192 days and other professional time commitments as expressed in this Article and elsewhere in this Agreement, shall receive additional compensation at a rate of \$50.00 per hour.

Assignment of bargaining unit members to these extra duties will be authorized by the Superintendent or his/her designee upon the recommendation of the building principals. Employee participation in these tasks shall be voluntary. The Superintendent's decision is final.

- H. The District may expand the school psychologist's and the guidance counselors' work year up to fifteen (15) days with the agreement of the employee. In the event the work year is expanded, the District shall notify the affected bargaining unit members of all additional workdays (including days at the conclusion of the work year and days prior to the beginning of the following work year) at least thirty (30) school days prior to the end of the school year. Additional workdays must be scheduled at the end of the school term or immediately prior to the beginning of a school term only. Additional workdays will be utilized in full or half day units, not hourly units. Pay for additional workdays will be at the per diem rate.
- I. Any assigned work which occurs outside of the regular work year or work day will be scheduled by mutual agreement between the employee and the Superintendent or his or her designee.

ARTICLE VI

PROFESSIONAL WORKING DAY

A. Length of Day

- 1. The working day shall consist of seven and one half (7 ½) hours which shall be consecutive and shall include a one-half (1/2) hour duty-free lunch period, during which time bargaining unit members may leave their building upon prior notification of the building principal or his/her designee. This one-half (1/2) hour shall occur between 10:45 A.M. and 1:15 P.M. Exceptions shall not be made for arbitrary and capricious reasons.

2. Each building principal will establish a daily schedule identifying an arrival time and a departure time. The arrival time and departure time will not be the same as the arrival and departure times of students, but will allow for professional bargaining unit members' presence before and after the school day. Arrival and departure times for professional staff shall be the same for each professional employee within each building. Exceptions may be granted for pre-established appointments, or emergencies, at the discretion of the building administrator. Professional bargaining unit members will make every effort to schedule appointments after the contractual workday.

B. Subject Preparations

Subject preparation is defined as a responsibility for an instructional unit such as a definite subject (identifiable by a specific course title and number) or a definite class or grade as at the elementary level (English/Language Arts, Mathematics, Science, Social Studies).

C. Planning/Preparation Time

1. A planning/preparation period is defined as a period of time during the working day when a professional employee is released from instructional duty or student contact and free from other responsibilities in order that such time shall be used in preparation or other related activities connected with the employee's performance.
2. Each employee shall be guaranteed one (1) established class period per day for planning/preparation. Multiple teaching preparations do not guarantee more than the one (1) planning/preparation period per day. In no event shall a planning/preparation period be less than forty (40) consecutive minutes. The period of planning/preparation time shall not conflict with a duty-free lunch. In no case will any professional employee be required to teach all periods in a day without a planning/preparation period.
3. In addition to one planning period and one duty-free lunch, itinerant staff required to travel between buildings will be given one additional period per day for travel.
4. District Inability to Provide a Substitute – The District assumes the responsibility for providing a substitute. In the event that District personnel are required to forfeit their one (1) daily guaranteed planning/preparation period or are required to cover two (2) academic classes in one (1) period, the affected employee shall be compensated \$50.00 per period for the first occurrence and \$75.00 for each subsequent occurrence in that month.

D. Non-instructional Duties

1. Non-instructional Duties: Those duties performed by the professional staff that are not part of the academic activities of the student body. These duties shall include all clerical tasks and supervisory situations where students are not involved in the academic portion of their day. Non-instructional duties shall include, but not be limited to, bus duty/morning supervision, in-school suspension, breakfast duty,

lunch duty, playground duty, homeroom, study hall, attendance, hall duty, locker patrol, team planning, student support, STEAM room supervision, or lavatory supervision. In the event that bus duty is assigned outside of the regular seven and one-half (7 ½) hour work day, said bus duty will be compensated at the rate outlined in Article XXVII.

- a. Non-instructional duties will be distributed among the professional staff and rotated as equitably as possible in each building. The staff shall be requested to prioritize their preference for such duties. Each principal will then distribute these duties in as fair and equitable a manner as possible, taking into consideration the desires of each staff member. In cases where it is appropriate to do so, the employee may be released from non-instructional duties during the workday to perform their professional responsibilities.
 - b. Due to the great variation of schedules and conditions throughout the District, principal and teacher may arrive at mutually acceptable arrangements concerning these duties.
2. Elementary Lunch/Playground Duty: Elementary teachers shall be assigned either lunchroom duty or recess duty. Every effort will be made to assign lunchroom and recess duty in as equitable a manner as possible with the same effort to assign those duties on a less frequent basis to teachers with a homeroom duty assignment. Elementary teachers will be given the opportunity to express a preference for lunchroom duty or recess duty.
 3. Bargaining unit members who are assigned a homeroom duty will not be assigned a morning or afternoon duty.

E. Meetings with Administrators

Bargaining unit members may be required to attend up to one hour of meetings per month with the building principal and up to one (1) hour with Central Administration outside of the regular working day. The maximum number of meeting per month will not exceed three (3).

F. Teaching Load

1. During the term of this contract, enrollment in any sixth (6th) through twelfth (12th) grade classes shall not exceed twenty-nine (29) students. Enrollment in excess of twenty-nine (29) students shall be permitted in accordance with paragraph three (3) herein. The maximum class enrollments of this paragraph shall not apply to band and chorus. In cases where a course may be team taught, class size/caseload will be determined by the number of students whom each teacher is responsible for assessing. Enrollment in any physical education course in any sixth (6th) through twelfth (12th) grade shall not exceed forty (40) students.

2. During the term of this contract, the enrollment in any elementary academic/regular classes, grades K-5, located in a single building shall not exceed twenty-three (23) students. Enrollment in excess of twenty-three (23) students in K-5 classes in a single building shall be permitted in accordance with paragraph three (3) herein. In cases where a course may be team taught, class size/caseload will be determined by the number of students whom each teacher is responsible for assessing.
3. The District shall pay a semester bonus of one thousand dollars (\$1,000.00) to bargaining unit members who are assigned to teach a class having an enrollment in excess of the class sizes detailed in the two (2) preceding paragraphs. To be eligible for the semester bonus specified herein, enrollment in excess of the levels detailed in the two preceding paragraphs must be maintained for one (1) grading period. An employee having more than one (1) class in excess of the class size limits shall receive a commensurate number of bonuses. An employee who only has a student for part of a semester will be paid only the percentage of the bonus that matches the percent of the semester.
4. Teacher complaints concerning class size will be heard by the Superintendent if the principal is unable to resolve the problem. The Superintendent's decision shall be final.
5. No teacher shall be assigned two (2) separate sections/preparations in one class period except as specified in Article VI-F-1 above. If a teacher is assigned two (2) separate preparations for one (1) established class period, that teacher shall receive the one thousand dollar (\$1,000.00) semester bonus.
6. Professional bargaining unit members who teach grade levels six (6) through twelve (12) and who work an eight-period workday will typically teach six (6) periods with at least one planning/preparation period and may also be assigned one duty period. With the exception of band, chorus, and special education (excluding direct instruction), any professional employee who teaches grade levels six (6) through twelve (12) who is required to teach seven (7) out of eight (8) periods shall also receive the one thousand dollar (\$1,000.00) semester bonus. No teacher within a certification shall be required to teach all seven (7) periods if any member within that certification is only teaching five (5) periods.

ARTICLE VII

EMPLOYEE EVALUATION

A. Evaluation Form

All communication from administration to employee shall be issued in a confidential manner.

1. The official evaluation form for professional bargaining unit members in the bargaining unit shall be PDE approved evaluation forms and shall be treated as a confidential document.
2. An evaluation committee shall be established consisting of the Superintendent or his/her designee and a minimum of two (2) administrators or designees of the Superintendent's choice, as well as the Association President or his/her designee and a minimum of two (2) bargaining unit members. The Committee shall meet at least once each semester at mutually agreed upon times to discuss the implementation of the PDE evaluation system. The Committee will work collaboratively however, adhering to PDE mandated procedures is the responsibility of the District.
3. It is the District's responsibility to provide all bargaining unit members with signed copies of all evaluations within fifteen (15) days after all data is received by PDE. Prior to the last day of the school year, bargaining unit members will have access to their evaluation form, unsigned, with whatever data is available at that time.

B. Observation

A minimum of one (1) observation per year shall be made for each professional employee. At the request of the employee, an additional observation may be made by another administrator selected jointly by the employee and the Superintendent. All observations will be conducted using the state approved model.

C. Conferences

1. A conference to discuss an observation must be held within five (5) school days after the observation date, and the employee shall be given a copy of the report prepared by his/her evaluator at least one (1) day before the scheduled conference. The employee may waive the one-day time limit. The report shall be treated as a confidential document and given in a manner designed to maintain the confidentiality of the document.
2. No observation report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee.
3. No employee shall be required to sign a blank or incomplete evaluation form.
4. An employee may have a KOEA representative, selected by KOEA leadership, present at an observation conference or evaluation conference. The KOEA representative shall participate as an observer only, and shall be provided a substitute, if necessary, for the period of the conference. The scheduling of the conference will be at the convenience of the administrator and the person being evaluated, with provision made for the participation of the KOEA representative.

5. It is the evaluating administrator's responsibility to share with the employee any unsatisfactory/failing job performance and/or duty, and areas that are in need of improvement, as per the PDE approved evaluation form. This information will normally be shared with the affected employee within five (5) working days of the observed and noted infraction.

6. Professional Performance Review Requiring Mentoring

Any employee who receives a final rating of failing, or receives a failing or needs improvement in any domain (as indicated on the PDE approved evaluation form) shall be required to participate in a program to help eliminate identified deficiencies in his/her job performance, subject to the following provisions:

a. An employee shall be granted adequate time to correct identified deficiencies in his/her job performance prior to receiving a second formal rating. It would not be inappropriate to issue a second consecutive unsatisfactory rating to a professional employee who has corrected deficiencies identified in an initial evaluation form, but who has engaged in other conduct, behavior, or inappropriate teaching methods which independently of the original deficiencies, would warrant issuance of an unsatisfactory rating.

b. A minimum of four (4) formal observations with conferences must have occurred prior to the issuance of a second formal rating. (See B above)

c. An Improvement Plan will be devised for the employee by the employee, building principal, Superintendent and/or his/her representative and a KOEA representative.

d. In order to correct deficiencies in an employee's job performance, the Improvement Plan will contain goals for the employee to accomplish and will specify the means by which the employee can attain his/her identified goals.

e. If cooperation and progress toward achieving the Improvement Plan's remediation goals is not evident and if the employee receives a second unsatisfactory rating, the provisions of the School Code may be applied. Should the District institute dismissal proceedings, the employee, at his/her option, may elect to proceed under the School Code or may choose arbitration as a method of contesting the dismissal.

7. The procedure described herein shall only apply to instances of alleged incompetence of a tenured or non-tenured employee within the meaning of 24 P.S. Section 11-1122.

D. Personnel File

1. A professional employee shall have the right, upon request, and in the presence of a representative of the District, to view the contents of his/her personnel file. The

review shall occur within 48 hours of notice to the District, providing the personnel secretary is not off sick or on vacation. If the secretary is ill or on vacation, the review shall occur within 48 hours of the secretary's return or replacement.

2. Confidential information, which shall include confidential college placement records, personal references, and other materials received or dispatched for pre-employment or post-employment evaluations, shall be clearly marked to separate it from the items which may be inspected by the employee.
3. Any employee may, upon request, have a representative of the Association and/or legal counsel present during his/her review of his/her personnel file. The employee shall have the right to make copies of each page of all material in his/her file at his/her expense.
4. Copies of any commendations, complaints or materials derogatory to the professional employee from parents, students, professional staff members or other members of the School District shall be given to the employee prior to or at the time of their inclusion in the employee's personnel file. If the employee elects to file a written response to any derogatory material, such response shall be permanently attached to the employee's record.
5. The employee shall have the right to have placed in his/her personnel file, with the approval of the Superintendent, a reasonable number of documents from parents, administrators, Board members, and the general public that the employee believes to be pertinent to his/her professional status and performance. Refusal by the Superintendent shall be grievable under the grievance procedure to Level Three.
6. Except for confidential references, the employee will have a copy of every item placed in his/her file after July 1, 1977. The employee will not, however, be provided with a copy of his/her own correspondence, or of documents described in 2 above.

ARTICLE VIII

PAID LEAVES OF ABSENCE

A. Accumulated Sick Leave Days

On the first day of the school year, each full-time employee shall be credited with a ten (10) day sick leave allowance. Each half-time employee will be credited with a five (5) day sick leave allowance. The unused portion of such allowance shall accumulate from year to year without limitation.

- New bargaining unit members who begin employment any time after the first day of the school year will have the sick leave allowance prorated.
- Sick days may be used in half or whole day increments.

- Upon the use of three (3) or more consecutive sick days, the District may require reasonable proof of personal or family illness.
- Up to five (5) days per year of an employee's accumulated sick leave may be used for family illness absence. Additional days for family illness may be granted by the Superintendent.
- If the District has cause to believe that a member is misusing/abusing sick leave, it may require proof of illness.

B. Contagious Diseases

In accordance with Section 1153, Public School Code: "When a Board of School Directors is compelled to close any school or schools on account of contagious diseases, the School District shall be liable for the salaries of the teachers of said school or schools for the terms for which they were engaged."

C. Emergency Days

In addition, up to four (4) emergency days may be taken per school year and charged against sick leave, provided a specific reason is given. The standard procedure of notifying the school that a substitute is needed will be followed.

D. Health and Safety

Bargaining unit members shall not be required to work in unsafe or hazardous conditions or to perform tasks which endanger their health and safety. Unsafe or hazardous conditions refers to the facilities in the District.

E. Legal Duty

Bargaining unit members who are called and serve as a juror for a County, State or Federal court shall be excused without deduction of salary provided that the employee pays over to the District any sum received for such service as a juror, exclusive of reimbursement for travel expenses.

Bargaining unit members subpoenaed to serve as a witness in a court proceeding shall be excused without deduction of salary for the time necessary to fulfill the obligations outlined in the subpoena, provided that the employee is not a party in interest in the legal proceeding. If the legal proceeding resulted from District employment, the employee will suffer no deduction of salary.

F. Bereavement Leave

1. Three (3) days leave will be granted for a death in the immediate family; including father, mother, brother, sister, spouse, child, grandparent, grandchild, parent-in-law, daughter/son-in-law, sister/brother-in-law, or near relative residing in the same household as the employee. When special circumstances so dictate, this

may be extended to five (5) days upon pre-approval of the Superintendent or his/her designee. The Administration will require notification of the relationship between the deceased and the employee.

2. Two (2) days for the death of a near relative.
3. A maximum of one (1) day for the death of a friend with bonds so close that good taste demands attendance at the funeral. Such absence must be pre-approved by the Superintendent or his/her designee.
4. Such time will not be deducted from sick leave.
5. In cases involving the immediate family as identified in paragraph 1 and when funeral/memorial arrangements are delayed, these days may be taken at a later time when verification is provided to the Superintendent or his/her designee.

G. Personal Leave

Bargaining unit members shall be granted three (3) personal leave days in each year of this Agreement.

1. Three (3) days' prior notification must be given.
2. Personal leave days may be taken on any day except the day before or the day after a holiday as determined by the District calendar, unless pre-approved by the Superintendent. Personal days may only be taken during the first instructional week of school with pre-approval of the Superintendent or his/her designee. Bargaining unit members who are denied a personal day will be provided with a written explanation for the denial.
3. Upon retirement any unused personal leave days will be converted to sick days. The retiring employee will be compensated per the contracted rate.

Personal leave days may accumulate to five (5). Additional unused personal days will be added to accumulated sick leave days in succeeding years.

H. Leave of Absence

An employee who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability not to exceed three hundred sixty-five (365) days commencing with the first day of leave. Such leave shall not be considered a break in service. A bargaining unit member on an unpaid leave of absence totaling ninety-seven (97) days or more will not be eligible for salary step advancement in the year subsequent to the bargaining unit member's return.

I. Sick Bank

Keystone Oaks Education Association shall be permitted to operate a sick bank for its membership on a per case basis for those members afflicted with a long term or chronic illness. There shall be no requirement for members to participate or restrictions on membership participation. K.O.E.A. shall govern the donated days and provide usage information in writing to the Superintendent. The sick bank cannot be used while on Workers' Compensation.

ARTICLE IX

UNPAID LEAVES OF ABSENCE

An unpaid leave of absence for Extended Personal Leave, or Long Term Disability may be granted to full-time and part-time bargaining unit members. Unless otherwise provided, unpaid leave status shall be subject to the following:

- Employee will receive no salary or insurance benefits (health care, dental, vision, disability, or life).
- Employee will retain all accumulated sick days and personal days as of the date of the leave.
- Upon return from leave, any additional sick or personal days will be prorated if the return to work is after the start of the school year.
- Leaves shall not be considered a break in service.
- Upon return from leave, employee shall, where possible, be returned to the position occupied at the commencement of the leave.
- A full-time or regular part-time employee who works for at least ninety-six (96) days in any school calendar year shall be entitled to a full year credit toward his/her salary step movement.

A. Extended Personal Leave

Unless otherwise provided for, Extended Personal Leave may be granted for a period not to exceed three hundred sixty-five (365) calendar days. An extension of this leave may be granted. The employee must request this leave, in writing, stating the purpose and beginning date of the leave.

If at all possible, the employee must provide three (3) months written notice prior to returning to his/her position.

Extended Personal Leave may be made available for the following purposes:

- **Personal Illness** – An employee who is unable to perform assigned duties due to personal illness, non-work related injury, or disability and who has exhausted all available sick days.
- **Personal/Professional Education** – Participation in exchange teaching programs, the Peace Corps, Teachers' Corps, or Job Corps as a full-time

participant in such programs; cultural travel; work programs related to the individual's teaching area; study at an accredited college or university.

- **Child Care** – For birth of a child, adoption of a child, or care of a sick or disabled child, outside of the provisions of the Family Medical Leave Act which is provided for separately.

B. Long Term Disability Leave

A professional employee who, because of sickness or accident, is unable to perform the duties of his/her occupation is eligible for disability protection benefits provided by the School District under the following conditions.

The District shall provide each professional employee a disability income policy providing for replacement income at 60% (sixty percent) of the employee's per diem pay rate per year.

- The employee will have a 30-day wait period before disability benefits begin. Bargaining unit members may use available sick days during this wait period.
- The employee will, after the 30-day period, be eligible for a two-year benefit period. Health sabbaticals shall not be taken consecutively with this leave.
- During the disability benefit period, the District shall continue all other benefits in effect at the time of the commencement of the disabling injury or illness for a one-year period. During the first year, any dental premium share must be made by the employee. Should the leave extend to the second year, the employee will pay health care premiums. Disability, for purposes of retirement reporting, will be considered extended sick leave. An employee on such disability leave will be permitted to purchase up to one year of credited service in the Pennsylvania Public School Employee Retirement System, to the extent such purchase is permitted by the retirement system. The employee will be required to pay the District's share of such purchase.
- Upon return from leave, the employee shall, where possible, be returned to the position occupied at the time of disability.

C. Family and Medical Leave

The Family and Medical Leave Act of 1993 will be administered in accordance with federal law and School Board Policy.

D. Workers' Compensation Leaves

1. When a work related injury occurs, an accident/incident report must be completed by the employee and filed with the buildings' nurse or administrator. When an employee's absence is due to injury incurred in the course of employment, the School District shall meet with the affected employee to discuss options. Upon request, the District will pay such employee the difference between his/her salary and the Workers' Compensation benefit, by use of the employee's accumulated sick leave days as calculated on the District's *Calculation of Deductible Sick Days*

Due to Workers' Compensation form. The District's obligation to comply with the employee's request shall be limited to two (2) consecutive months or for the duration of the employee's accumulated sick leave, whichever is greater.

2. If the employee does not choose to use available accumulated sick leave days, the employee shall receive only the protection and coverage provided under the Workers' Compensation and Occupational Disease Laws of the Commonwealth of Pennsylvania.
3. An employee who remains on Workers' Compensation and thus remains unable to work for a period of three (3) or more consecutive years may be subject to discharge on the basis of his/her continuing inability to work.
4. If an employee chooses to apply for the purchase of service credit for any portion of an unpaid absence due to injury as Special Sick Leave as provided by the Pennsylvania Public School Employees' Retirement System (PSERS), the District shall approve the application. The employee shall reimburse the School District for any payments (retirement contribution and interest, if any) the School District is required to make on behalf of the employee by virtue of its approval of the application for service credit for Special Sick Leave. A mutually agreed upon procedure for payment shall be reached between the District, PSERS and/or the employee.
5. The School District may require reasonable proof of disability sufficient to justify the employee's absence from work for the period claimed. If the employee does not qualify for Workers' Compensation, the employee's absence shall not be charged against sick leave.
6. Absences resulting from serious bodily injury incurred as a result of student assault or other violent student misbehavior for which the employee is blame-free shall not be deducted from sick leave.

ARTICLE X

TRANSFER – VACANCY

A vacancy shall be defined as any opening of any contractual position through resignation, retirement, leave of absence, and/or newly established position.

- A. All position vacancies governed under this Agreement as well as administrative positions which the District intends to fill shall be posted in all the District schools. During the summer months, such vacancies will be sent electronically using District email accounts. Each vacancy shall be posted for ten (10) calendar days from the time that the District determines that the position will be filled. Competencies, certificates, qualifications, and salary information will be included when applicable. The posting period may be waived upon mutual agreement by the parties.

- B. All transfers or appointments to vacancies shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status. In the event of an open vacancy, should more than one current professional employee apply for the vacancy, qualifications and experience will be the determining factor. However, each tenured employee who timely applies for a posted vacancy in writing shall be granted an interview provided that such employee has not received a rating of unsatisfactory on the PDE evaluation form within the past twenty-four (24) months. Qualifications for transfer or vacancy shall be determined by the legal requirements for the position and by predetermined specifications for the position.
- C. Where an employee has a preference for change in assignment, the request for such shall be submitted in writing to the Superintendent, where it will be maintained in an active file. Such written request shall state the reasons for the change and the qualifications to be considered in reviewing the request.
- D. A number of factors determine which requests for transfer may be granted. In every case, first consideration must be given to the best interests of the students in the schools. In order to protect these interests of students, it is essential that the best possible staff be maintained in each building of the District. For this reason, it is not possible to grant all requests for transfers. Voluntary transfers shall not be denied for arbitrary and capricious reasons. However, whenever it is compatible with the best interests of students, the welfare and wishes of bargaining unit members shall form the basis for transfers.
- E. When there is a change in assignment:
 - 1. The District will provide as much advance notice as possible of changes in assignment and will attempt to do so prior to the end of the school year.
 - 2. Involuntary transfers shall not be made for disciplinary, arbitrary or capricious reasons.
 - 3. An involuntarily transferred employee shall be given every opportunity to apply for reassignment to an area of his/her choice according to Article X, Section C.
- F. All applicants shall be notified in writing when said position has been filled. If they so desire, unsuccessful applicants may request a meeting with the Superintendent to discuss the basis of selection.
- G. The burden of maintaining competency in the areas of one's professional certificate rests with the employee. If an employee is transferred to a new assignment in which the employee lacks recent experience, the District will provide whatever assistance is necessary, in the judgment of the District, to enhance a smooth transition to the new assignment. This assistance may take the form of in-service training, opportunities for orientation, additional supervision, workshops, and/or seminars.
- H. Prior to an involuntary transfer, a properly certificated volunteer shall be sought by the District. If no suitably qualified volunteer is found then an involuntary transfer shall be

made according to seniority, in inverse order, with the least senior certified employee involuntarily transferred before a more senior employee. However, if an involuntary transfer would result in multiple staff reassignments and, consequently, significant classroom staffing disruptions, the District may involuntarily transfer a professional employee after meeting with the affected employee and the Association prior to initiating the involuntary transfer.

- I. If the District chooses to create any position, eliminate and/or combine any position vacancy, such information shall be shared with the Association as soon as is reasonably possible.

ARTICLE XI

RELEASE TIME

Professional activities for which release time may be requested as determined by policy are as follows:

1. Subject field meetings, workshops and /or conferences.
2. Evaluating committee or school survey.
3. Department of Education meetings and conferences.
4. Visitations within and outside the District.
5. Other activities considered desirable for the interest and welfare of the School District.

ARTICLE XII

PERSONAL AND ACADEMIC FREEDOM

The District and the Association agree that bargaining unit members will be entitled to full rights of citizenship, and no religious or political activities of any employee outside of school, or the lack thereof, will be grounds for any disciplinary action or discrimination with respect to the professional employment of such employee providing they do not violate the statutes, Constitution, or laws of the United States and the Commonwealth, and provided further that such does not interfere with the employee's responsibilities to and relationship with students and/or the school system.

No special limitations shall be placed upon study or investigation of ideas concerning man, human society, the physical and biological world and other branches of learning. Provided, however, that the District retains its sole discretion, unless otherwise limited in this Agreement or by law, to define and determine the educational program of the School District and to require teaching in accordance with sound professional standards and the requirements of the District.

Fairness in procedures and association will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XIII

PROFESSIONAL ASSIGNMENTS

A. Certification

No new employee shall be employed by the District for a regular professional assignment who does not have a Bachelor's Degree from an accredited college or university and a provisional or permanent certificate except as provided and permitted by law or regulation with the pre-approval of the Department of Education.

B. Notification of Teaching Assignment

All bargaining unit members shall be given written notice of their assignments for the forthcoming year by the last student day of the current school year. The notice shall include subjects, building and/or grade levels taught where applicable. Additionally, no later than two weeks prior to the first student day, the staff will receive an updated assignment which will include class rosters, schedule, and duty assignments. In the event that changes in assignments become necessary, all bargaining unit members affected shall normally be notified within five (5) working days.

ARTICLE XIV

STUDENT PLACEMENT AND EVALUATION

- A. If an employee or other professional believes that the placement of a pupil in a particular class or period is an inappropriate placement, the employee will take all necessary steps as required by School Board Policies and applicable law. The building principal will review this information with guidance personnel and the student's parents within two (2) school days.
- B. Academic Council will discuss and make recommendations for changes in District policy in the area of student control and scheduling.
- C. The District recognizes the professional employees' responsibility and right to assign homework and grades for the implementation of the curriculum. It shall be the professional employees' responsibility to develop policies relating to the percentage of the total grade that homework, participation, and citizenship receive. Professional employees' policies must comply with Board policies.

Professional staff is responsible for issuing grades: Administration shall not issue grades or credits except as permitted by law. Complaints about grades from students, parents, and others must be handled in a professional manner.

ARTICLE XV

INDIVIDUALIZED EDUCATION PROGRAMS/INCLUSION

A. Inclusion

The Keystone Oaks Education Association and the District support the opportunity for all children to experience, to the maximum extent possible, a sense of belonging in their community, with the goal of every child being educated to his/her fullest potential. Appropriate inclusion in District classrooms requires thoughtful planning by the IEP team, with consideration of a full continuum of placement options based on the IEP student's needs but mindful of the needs of all students.

In accordance with this belief, all teachers in receipt of an included child shall be in-serviced on the needs of the child according to his/her IEPs at District expense. Release time will be available for staff to collaborate, consult, plan, implement, assess, and meet with parents. Regular education teachers shall be included in the development of IEPs and shall have support for adaptations and necessary behavior management plans as defined in the IEPs. Paraprofessional support shall be available as deemed necessary by the IEP team.

B. Statutory Required Student Plans

1. Any employee who is required by the District to write IEPs, Behavior Plans, Chapter 15 Service Agreements, Truancy Elimination Plans, and Transition Plans will be trained.
2. Members of the IEP team, or other bargaining unit members who are required by the District to help develop IEPs, or others as mentioned in B1 above will not be required by the District to do so in a time period other than the employee workday. If an employee is required to write an IEP, or to give input into an IEP, other than during the employee workday, the said employee shall be compensated at his/her per diem rate.
3. The District shall provide in-service training to all professional employees involved with students having IEPs, or others as mentioned in B1 above, during the workday and work year. If in-service training attendance is required of an employee, other than in the workday and work year, such employee shall be compensated at his/her per diem rate.
4. In conformity with the intention of the regulations, standards, and court decision adopted for the implementation of IDEA, no employee shall be evaluated based on student attainment of goals outlined in an IEP.

5. Any meeting as a result of the need to fulfill the provisions of IDEA and/or other appropriate state and federal regulations and standards related to exceptional children and Chapter 15 handicapped children which is scheduled beyond the regular workday and work year for the purposes stated in this Article shall result in the employee or employees being paid additionally at his/her per diem rate.
6. When parents/guardians request to observe a student who has an IEP, the scheduling of such visitations shall be through the school principal and in coordination with the affected employee(s). All such visitations shall be in accordance with District Policy.
7. Planning time shall be arranged individually with the teacher, principal, and Supervisor of Special Education, using a combination of release time from daily duties (EXAMPLE: homeroom), release from some in-service time, release from some parent interaction time, an additional planning period during the school day, and the providing of substitutes. In extreme circumstances, when no other arrangements can be made, compensatory time and per diem pay may be granted for compliance with IEP writing requirements. In all cases, by November 5 the Supervisor of Special Education shall have a plan in effect with each professional involved for accommodating the writing and completion of the following documents, where required: IDEA documents, including IEP's; Reevaluation Reports, Positive Behavior Support Plans; Functional Behavioral Assessments; Educational Benefit Reviews; and Summary of Academic Performance documents. The time allotted for these documents shall remain at three (3) hours per document, but the District will make every effort to provide clerical, technical support and word processing to ameliorate the three (3) hour mandate. Any other documents that may be required by IDEA which are not listed herein, may be added to this section by mutual agreement between the Superintendent and Association President.

ARTICLE XVI

MAINTENANCE OF STUDENT CONTROL AND DISCIPLINE

The District and the bargaining unit members recognize a mutual responsibility for the enforcement of policies in regard to student discipline. The Superintendent, principals and bargaining unit members require the District's support in carrying out such policies. Further, all personnel share responsibility for proper control and behavior of students while they are under the legal supervision of the school. Full support of this policy shall be expected of all school personnel. The administration will return a written summary of discipline actions within a reasonable time, normally within five (5) instructional days. The Codes of Student Conduct will be reviewed annually by the building principal and Superintendent in consultation with the Association.

ARTICLE XVII

SENIORITY

A. Definition

Seniority, as herein used, shall mean the relative status of bargaining unit members with respect to total length of service with the District from the employee's first day of work as a temporary professional employee or professional employee following his/her last day of hire.

1. Seniority shall be district wide.
2. Seniority shall accrue to an employee according to years of service in any and all areas of his/her certification.
3. Seniority shall be determined on the basis of school years. An employee who works longer than the normal school year shall not be considered to have accumulated more seniority than an employee who works the normal year. Service rendered, however, on a part-time, temporary or emergency basis shall be counted as a fractional part of a school year.

B. Break In Service

1. An employee shall lose his/her seniority in the following instances:
 - a. Retirement
 - b. Resignation
 - c. Discharge for just cause
2. If a professional employee is reemployed by the district within one year after the date of break in service, the employee's previously earned continuous service shall be reinstated.
3. The employee shall not be entitled to credit for the period between the date of the break in service and the date of reemployment.

C. Accrued Seniority

Seniority will continue to accrue in the following instances:

1. The use of sick leaves or leaves of absence.

2. Time lost due to an occupational accident or occupational disease that occurs on the job, and which is compensable by applicable law; such time lost shall be added to continuous service.
3. In cases of an Association officer's requiring a leave of absence, not to exceed two (2) calendar years, to serve as a bona fide Association representative on Association business.
4. Periods of suspension unless limited by a decision of an appellate court within the Commonwealth of Pennsylvania.
5. Leaves of absence authorized by the provisions of this Agreement or specific leaves, paid or unpaid, that have been approved by the Board of School Directors.

D. Seniority List

On or before December 1 and on or before May 1 of each school year, the District shall furnish each employee with a Seniority List of all members of the Bargaining Unit. The list will show the names of all bargaining unit members along with their certifications in order of their seniority ranking. The District reserves the right to provide the list either electronically or in hard-copy form.

1. Past service to the District as a regular part-time employee or contract employee shall function as a tie-breaker to determine seniority ranking within an area of certification.
2. If a tie remains, a lottery will be conducted as a tie-breaker of last resort. Each potential furloughed shall be given a set of identical "chips" numbered 1-10. Each person shall randomly draw a "chip" from his/her set. The one (1) with the low number shall be furloughed. In the event that two (2) or more persons shall draw the same low number, the tied individuals, after replacing drawn "chips," shall continue to draw until only one (1) has the low number. In the event that more than one (1) position must be eliminated, a separate lottery shall be held for each position.
3. Ties will be broken formally only if the District notifies the bargaining unit members there is a need to do so.
4. An employee shall have a period of thirty (30) calendar days after receipt of the seniority list in which to challenge the list by notifying the District and the Association in writing. Rankings not challenged within thirty (30) days may not be challenged thereafter.
5. The District or its agents will investigate all reported inaccuracies and will make such adjustments as may be in order, posting an updated list immediately. If the employee is unable to resolve his/her dispute regarding placement on the seniority list, he/she may file a grievance.

ARTICLE XVIII

REDUCTION IN FORCE OF PROFESSIONAL EMPLOYEES

The District shall make every reasonable effort to reduce professional employees by attrition during the term of this Agreement. If reduction through attrition is not possible, then reduction of professional employees shall be done by reducing the employee who is least senior in the certification area designated for reduction.

ARTICLE XIX

NOTIFICATION OF CONFERENCES

- A. The employee is entitled to have a representative of the Association present to advise or represent him/her at any conference, interview or meeting which the District or his/her agent has convened concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto. In calling such a meeting, the District's principal shall provide, when possible, a twenty-four (24) hour notice advising the employee of the matters to be discussed. Should Central Administration call such meeting, a twenty-four (24) hour written notice shall be provided to the employee.

- B. An employee shall not be summoned to the school office to confer with a parent or other child advocate during the employee's preparation or planning period. Conferences will be scheduled within the 7½ hour contractual workday. For scheduled conferences, the employee will be advised of the name of the parent or child advocate and, if possible, the nature of the visit prior to the conference.

ARTICLE XX

EMPLOYEE TRAVEL EXPENSE

Bargaining unit members required to drive personal vehicles for authorized business of the District shall receive the allowable expense for mileage set by the Internal Revenue Code.

ARTICLE XXI

STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he/she may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations.

ARTICLE XXII

JUST CAUSE PROVISION

No professional employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

ARTICLE XXIII

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The District will agree to furnish access to public data in its existing form. The District cannot agree to do research. Release of information by the District is covered under Section 3601, Public School Code.

1. The Association shall have the right to reasonable use of the inter-school mail facilities and communication technology outside the scope of the working day inclusive of the duty-free lunch and planning period.
2. The Association shall have, in each school building, the right to use the bulletin board in each faculty lounge and/or faculty dining room. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
3. Duly authorized representatives of the Association shall be permitted limited use of technology belonging to the District. In cases where the time necessary to complete the job would exceed thirty (30) minutes, the Association shall provide one (1) day notice. In all cases, District work shall be given priority over that of the Association. The Association agrees to purchase its own paper and to make mutually satisfactory billing arrangements with the District for copies run.
4. The Association shall have the right to speak to the new bargaining unit members during their orientation day. It is understood that this orientation time is not part of the contracted employee work year.

B. Association President

It is mutually recognized that the Association President's performance of certain delegated functions benefit the District Administration and the Association. Therefore, the Association President shall be granted release time during the school day for the purpose of fulfilling the responsibilities of his/her office and conducting official Association business. The amount of release time shall not exceed one (1) period per day to be scheduled in coordination with the building principal.

C. Association Days

1. The District shall grant the Association twelve (12) employee days of release time for attendance at state and national conventions of PSEA and NEA respectively, and additional conferences designated by the Association. The Association may carry over six (6) such days to a maximum of twenty-one (21) days in any one year. The Association President will approve all Association leave days and will notify the personnel office in advance of the use of an Association day.
2. The Association will reimburse the District for the cost of a substitute when an Association day is taken. This payment will be made to the Business Office in a lump sum at the end of the school year.
3. Whenever any representative of the Association or any professional employee is required by law or by the District to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
4. An Association officer elected to PSEA/NEA office shall be granted additional days to fulfill the duties of said office. The state/national association will reimburse the District for the cost of a substitute, if necessary, when a day is utilized in this manner. Additional days will be mutually agreed upon by the parties.
5. Association officers/membership shall not be discriminated against in any manner for Association activities.

D. Distance Learning/Independent Study Courses

Recognizing a mutual desire to promote the highest level of educational excellence, the parties agree to the utilization of distance learning and independent study courses with the following limitations/determinants:

1. All programs/courses offered through distance learning will be monitored by a certificated bargaining unit employee and will be considered a class assignment when the bargaining unit member is responsible for grading the students in such classes. If the bargaining unit member is only monitoring and is not responsible for grading the students, such as monitoring the STEAM room at the secondary level, this will be considered a duty and not a class assignment.
2. The District may eliminate programs in accordance with the Pennsylvania School Code of 1949, as amended and related regulations. However, in no case may the District utilize distance learning if doing so will result in the subcontracting of bargaining unit positions.
3. Each independent study course must be facilitated by a properly certificated bargaining unit employee who shall be paid one-thousand dollars (\$1000) per

semester per independent study course unless the independent study course does not violate the workload provision of the contract.

4. Professional staff members shall not be required to facilitate independent study courses.
5. Professional staff members shall not be required to monitor distance learning; however, should no staff member volunteer to monitor the course, the District shall reserve the right to assign the staff member to monitor as long as doing so does not violate the workload provision.

Upon written request, the District shall provide the KOEA President with a list of distance learning program courses and the number of students enrolled in each program course, unless that information is otherwise set forth in the information routinely made available to him/her.

E. Surveillance

The District agrees not to engage in any form of arbitrary surveillance on its professional staff. Evaluation of bargaining unit members will be done in accordance with Article VII.

In the event that a complaint is filed and a police investigation is warranted, the District and the Association agree to cooperate with said police investigation.

F. Right to a Safe Work Environment

The District will provide a safe work environment in accordance with District Policy and applicable laws.

ARTICLE XXIV

MEET AND DISCUSS

It is understood and agreed that the District and/or Administration personnel representing the District and representatives of the Association shall “meet and discuss” on policy matters not subject to bargaining hereunder affecting wages, hours and terms and conditions of employment as well as the impact thereon upon written request by either party, but meetings are to be given five (5) school days in advance of meeting.

In addition to the above, the Association may select a liaison committee for each school building, consisting of not more than one (1) representative for every five (5) bargaining unit members in each school building, which committee shall meet with the school building principal on the same basis as above stated.

ARTICLE XXV

CURRICULUM LEADERS/DEPARTMENT LIAISONS

- A. **Curriculum Leaders:** The position of Curriculum Leader shall be established to promote subject area continuity, planned course continuity, professional growth, and to maintain or improve program quality. The District reserves the right, on an annual basis, to fill or not to fill the positions of Curriculum Leader at its discretion as determined by the Superintendent and his/her designee. Compensation will be three thousand dollars (\$3000.00) per year per Curriculum Leader position. In areas where the responsibility is split, the stipend will be split. The District reserves the right to remove anyone from these positions for failure to perform the essential duties outlined in position descriptions in Appendix B.

1. Kindergarten
2. Grade 1
3. Grade 2
4. Grade 3
5. Grade 4
6. Grade 5
7. English – Grades 6-8
8. English – Grades 9-12
9. Mathematics – Grades 6-8
10. Mathematics – Grades 9-12
11. Science – Grades 6-12
12. Social Studies – Grades 6-12
13. Business Education – K-12
14. Library Science – K-12
15. Technology Education – K-12
16. Foreign Language – K-12
17. Family and Consumer Science – K-12
18. Health and Physical Education – K-12
19. Visual Arts – K-12
20. Music – K-12

* Curriculum Leader Job Descriptions are attached in Appendix B of this Agreement.

* There will be a Special Education Liaison for the elementary level, a Special Education Liaison for the middle school level, and a Special Education Liaison for the High School Level.

- B. **Department Liaisons:** The positions of Department Liaisons shall be established to provide a non-supervisory leadership role for the department by maintaining a cooperative and communicative relationship with the building principal or direct supervisor. The District reserves the right, on an annual basis, to fill or not to fill the positions of Department Liaisons at its discretion as determined by the Superintendent and his/her designee. The District reserves the right to remove anyone from these positions for failure to perform the

essential duties outlined in position descriptions in Appendix C. Compensation will be one thousand dollars (\$1000.00) per year per Department Liaison position. In areas where the responsibility is split, the stipend will be split. Department Liaison positions shall exist as follows:

1. Academic Departments
2. Special Education K-5
3. Special Education 6-8
4. Special Education 9-12
5. Any other liaison position deemed necessary by the Superintendent and his/her designee.

Department Liaisons Job Descriptions are attached in Appendix C of this Agreement.

ARTICLE XXVI

SALARY SCHEDULES

17-18	BA:	B+24	M	M+12	M+24	M+36	M+48	M+60	PhD
1	43250	43500	44000	44250	44500	44750	45000	45250	45750
2	44250	44500	45000	45250	45500	45750	46000	46250	46750
3	45250	45500	46000	46250	46500	46750	47000	47250	47750
4	46250	46500	47000	47250	47500	47750	48000	48250	48750
5	47250	47500	48000	48250	48500	48750	49000	49250	49750
6	48250	48500	49000	49250	49500	49750	50000	50250	50750
7		49500	50000	50250	50500	50750	51000	51250	51750
8		51500	52000	52250	52500	52750	53000	53250	53750
9		52500	53000	53250	53500	53750	54000	54250	54750
10		53500	54000	54250	54500	54750	55000	55250	55750
11		56000	56500	56750	57000	57250	57500	57750	58250
12		61000	61500	61750	62000	62250	62500	62750	63250
13		65000	65500	65750	66000	66250	66500	66750	67250
14		72000	73000	73500	74000	74500	75000	75500	76500
15		79000	80000	80500	81000	81500	82000	82500	83500
16		88000	89000	89500	90000	90500	91000	91500	92500
Top		97500	99000	100000	101000	102000	103000	104000	105500

18-19	BA:	B+24	M	M+12	M+24	M+36	M+48	M+60	PhD
1	43750	44000	44500	44750	45000	45250	45500	45750	46250
2	44750	45000	45500	45750	46000	46250	46500	46750	47250
3	45750	46000	46500	46750	47000	47250	47500	47750	48250
4	46750	47000	47500	47750	48000	48250	48500	48750	49250
5	47750	48000	48500	48750	49000	49250	49500	49750	50250
6	48750	49000	49500	49750	50000	50250	50500	50750	51250
7		50000	50500	50750	51000	51250	51500	51750	52250
8		52000	52500	52750	53000	53250	53500	53750	54250
9		53000	53500	53750	54000	54250	54500	54750	55250
10		54000	54500	54750	55000	55250	55500	55750	56250
11		56000	56500	56750	57000	57250	57500	57750	58250
12		61000	61500	61750	62000	62250	62500	62750	63250
13		65000	65500	65750	66000	66250	66500	66750	67250
14		72000	73000	73500	74000	74500	75000	75500	76500
15		79000	80000	80500	81000	81500	82000	82500	83500
16		88000	89000	89500	90000	90500	91000	91500	92500
Top		98000	99500	100500	101500	102500	103500	104500	106000

19-20	BA:	B+24	M	M+12	M+24	M+36	M+48	M+60	PhD
1	44250	44500	45000	45250	45500	45750	46000	46250	46750
2	45250	45500	46000	46250	46500	46750	47000	47250	47750
3	46250	46500	47000	47250	47500	47750	48000	48250	48750
4	47250	47500	48000	48250	48500	48750	49000	49250	49750
5	48250	48500	49000	49250	49500	49750	50000	50250	50750
6	49250	49500	50000	50250	50500	50750	51000	51250	51750
7		50500	51000	51250	51500	51750	52000	52250	52750
8		52500	53000	53250	53500	53750	54000	54250	54750
9		53500	54000	54250	54500	54750	55000	55250	55750
10		54500	55000	55250	55500	55750	56000	56250	56750
11		56000	56500	56750	57000	57250	57500	57750	58250
12		61000	61500	61750	62000	62250	62500	62750	63250
13		65000	65500	65750	66000	66250	66500	66750	67250
14		72000	73000	73500	74000	74500	75000	75500	76500
15		79000	80000	80500	81000	81500	82000	82500	83500
16		88000	89000	89500	90000	90500	91000	91500	92500
Top		98500	100000	101000	102000	103000	104000	105000	106500

A. Definitions Pertaining to Salary Scale

1. "Year of Service" shall include total years of service to education as indicated on Form PDE-5018, Professional Personnel Record of the Pennsylvania Department of Education, except that Board policy may limit the credit given to individuals employed after October 1, 1977 for service in districts other than Keystone Oaks. This exception shall not be applied retroactively to current bargaining unit members of Keystone Oaks.

2. "B Columns" indicate personnel possessing a Bachelor's Degree from an accredited college or university and a proper College Certificate for teaching. Additional credit hours (Bachelor's+24) column is for personnel having completed

the minimum number of credit hours as indicated, with a grade of C or better or Pass in a Pass/Fail course.

3. "M Columns" indicate personnel possessing a Master's Degree from an accredited college or university or a certificate of equivalency from the Department of Education and a proper College Certificate for teaching. The columns indicated "M+" are defined as the earned Master's Degree and the appropriate number of credits earned after that degree was awarded, or the Master's Equivalent and the appropriate number of credits earned after the Master's Equivalent was awarded, both with grade C or better or Pass in a Pass/Fail course. To be eligible for consideration for "M+" columns and payment, credits must be graduate level credits as classified by the college or university where they are taken.
4. College level undergraduate credits will be accepted as qualifying for M+ columns when the following conditions have been met:
 - a. The employee has already received a Master's or Master's Equivalency Degree by attending an accredited college or university.
 - b. The courses taken are directly related to the employee's field or will result in a new certification.
 - c. The employee receives prior permission from the Superintendent.
 - d. The grade received shall be B or better or Pass in a Pass/Fail course.
5. Step 1 represents the entry level salary for new bargaining unit members entering into a contract or employed as long-term substitutes. Bargaining unit members with no experience recognized by the District will start at Step 1. Professional employees will progress along the salary scale with each year of experience.
6. Each professional employee, including long term substitutes, shall progress along the salary scale with each year of experience. Professional employees shall move horizontally on the salary step schedule each year consistent with applicable provisions of this Agreement.

B. Professional Employee Step Placement

1. The parties agree that the District, upon recommendation of the Superintendent, reserves the right to place a newly hired employee at any step of the salary schedule. In the event a newly hired employee is placed on a step other than Step 1 of the salary schedule, the District shall inform the Association of the step placement. If the Association inquires as to the reason for the recommendation of the Superintendent as to the step placement of a particular newly hired bargaining unit employee, the Superintendent will meet with the Association President to provide information supporting the recommendation. The District's step placement decision will not be subject to the Grievance procedure set forth in this Agreement.

2. Additional credits must be presented in official certified form to the Administrative Offices prior to October 1 or March 1 of the year when a change is requested. Courses not directly related to the employee's area of endeavor must have prior approval by the Superintendent.
3. The above schedules are for 192 days of professional service and other professional time commitments as expressed in Article V and/or VI and elsewhere in this Agreement. All additional days of professional service will be paid on a per diem basis. Per diem rate is the employee's salary on the above schedule divided by 192 days.
4. Each employee covered by this Agreement shall receive his/her annual salary in twenty-six (26) installments, as nearly equal as practicable. Upon written notice to the Business Office prior to May 15, he/she can receive his/her salary for June, July and August in the second pay of June.

C. Wage Deductions

The District agrees to deduct payments for the following upon written request. These payroll deductions may begin at any time during the year provided that the employee notifies the District before the first day of the month in which the payroll deduction is to commence.

1. Federal, state and local income taxes
2. FICA
3. Public School Employees Retirement System
4. ALCOSE Credit Union
5. Approved tax sheltered annuities
6. Automatic payments to checking accounts at major banks
7. PACE/Union dues
8. United Fund
9. Dental insurance premium
10. Medicare

The Parties agree that a voluntary deferred compensation arrangement will be established whereby any bargaining unit employee can authorize the District to directly deposit a portion of the bargaining unit employee's regular salary payment into a 403(b) Plan established by the District in accordance with applicable law. District agrees that it will make a simultaneous contribution into the bargaining unit employee's 403(b) Plan at a rate of ten (10%) percent of the employee contribution. By way of example, if an employee makes ten (10) contributions totaling one thousand (\$1,000.00) dollars the District will make simultaneous contributions which would equal one hundred (\$100.00).

Each employee who elects to participate in the 403(b) Plan will be required to execute a 403(b) Salary Reduction Agreement as mandated by law.

D. Retirement Allowances

An employee who retires after having completed at least ten (10) years of service as a professional employee with the District and/or other public school system or who retires because of disability, as established by the Pennsylvania Public School Employees Retirement System, shall be entitled to a retirement allowance based upon unused accumulated sick leave in accordance with the following provisions:

1. The amount of the retirement allowance shall be computed by multiplying \$50.00 times the number of sick leave days. Any personal days accumulated will be converted to sick leave prior to this computation. The minimum amount of the retirement allowance will be \$50.00 and the maximum will be \$12,500. The school district will deposit this money as a non-elective employer contribution to a 403(b) retirement account. There will be no direct cash option. Total contributions are limited to IRS Section 415 limits in the year of retirement. Excess contributions will be made to the employee's retirement account in the subsequent year up to the 415 limit. For administrative convenience under this agreement all district contributions into the 403(b) accounts shall be deposited into qualified 403(b) accounts established for each eligible employee through the PSEA approved vendor who shall be responsible for administering the program.
2. An employee who fails to provide at least ninety (90) days written notice of retirement prior to the end of the school year or who is discharged for just cause shall not be eligible for the retirement allowance. Ninety (90) days written notice may be waived, upon recommendation of the Superintendent, if the employee is forced to retire unexpectedly.
3. In case of death, the employee's beneficiary shall receive payment for the retirement allowance.

E. Long-term Substitutes

Long-term substitutes, regular part-time bargaining unit members, and underemployed bargaining unit members will be considered first when an appropriate full-time position for which they are certified becomes available.

ARTICLE XXVII

EXTRA DUTY COMPENSATION

A. General Guidelines for Extracurricular Activities

1. Notification and assignment of extracurricular positions will be consistent with Article X, A. Employee participation in extracurricular activities shall remain voluntary. Preference will be given to Association staff before outside personnel are considered. The District reserves the right to not fill extracurricular positions

or combine such positions. Furthermore, the District may also institute an old position or create a new one.

2. In cases where released time is stipulated for extracurricular assignments, such time shall be scheduled.
3. The District and the Association shall develop and publish specific procedures pertaining to the introduction of a new student activity or the reactivation of an old one in which students have shown renewed interest. Those procedures will be accessed through the building principal.
4. The Association retains the sole right to negotiate all salaries and/or payments for extracurricular assignments created during the term of this Agreement. In no event may a salary, payment, or benefit given to a non-bargaining unit member exceed the salary, payment, or benefit negotiated for professional Keystone Oaks bargaining unit members.
5. The District hereby agrees that any costs and/or liability which might arise from a sex discrimination suit, based on any inequality in salaries paid to males and females in the same sport or activity will be the sole responsibility of the District as to defense and penalties.
6. The Association does not accept liability for any person that the District hires to fill an extracurricular assignment who is not a member of the bargaining unit.
7. Salaries for the positions established by this agreement shall be paid in the following manner:
 - a. Fall Sports and Activities, which shall be defined as those sports or activities whose seasons are completed or nearly completed by the beginning of the winter recess, shall receive their compensation on the last pay date of November.
 - b. Winter Sports and Activities, which shall be defined as those sports or activities whose seasons are completed or nearly completed by the middle of February, shall receive their compensation on the last pay date of February.
 - c. Spring Sports and Activities, which shall be defined as those sports or activities whose seasons do not commence until after the beginning of the second semester, shall receive their compensation on the last pay date in May.
 - d. Year-long activities or sports, which shall be all those sports or activities not meeting the above definitions, shall receive one-third (1/3) of their compensation on the last pay date of November and one-third (1/3) of their

compensation on the last pay date in February and one-third (1/3) of their compensation on the last pay date in May.

- e. The District retains the right to pay non-bargaining unit employees at other times if necessary.
 - f. Payment of extra-duty compensation for all activities, including those not covered in this Agreement, shall be made in a separate payroll check including all appropriate deductions. A breakdown of multiple assignments shall be included with the check, payable by the last pay date in May.
8. The Keystone Oaks School District and the Association agree that the overriding concern of the District is the education of the students we serve, and agree that positions will not be created which are purely designed to promote athletic or extracurricular activities. It is further agreed that new bargaining unit members hired will be evaluated and chosen based on their value as teachers, not on their coaching and/or ability to promote an extracurricular activity.
9. Should an extension of a competitive season occur, sponsors and/or coaches shall be paid \$50 per week in addition to their extra duty compensation listed herein.
10. As Extracurricular and or Coaching positions become vacant the District and Association will meet to determine if the open Extracurricular and or Coaching position should be filled or eliminated taking into account the number of participants and district enrollment. The final decision will rest with the District.

B. Athletic Positions and Compensation

Compensation for professional employees engaged in coaching interscholastic sports shall be determined through a plan that takes into consideration the following criteria: number of participants, hours, additional responsibilities, injury risk, pressure, equipment responsibility and experience.

* For each year of this Agreement, each position/sport listed below will be paid the following amounts or pools of money. These amounts constitute the entire amount, and no hourly timesheets in addition to these amounts will be accepted unless otherwise specified herein. All individual stipends will be reviewed and approved annually by the board upon recommendation of the superintendent.

HEAD COACHES

Baseball	4,750
Basketball B	6,300
Basketball G	6,300
Cheerleaders	3,850
Cross Country	4,250
Football	8,350
Golf	4,250

Soccer B	4,750
Soccer G	4,750
Softball	4,750
Swimming B & G	5,800
Tennis B	4,200
Tennis G	4,200
Track B & G	6,300
Volleyball B	4,250
Volleyball G	4,250
Wrestling	6,300

ASSISTANT AND MIDDLE SCHOOL COACH SALARIES

Baseball	9,900	
Basketball B	15,700	includes MS
Basketball G	15,700	includes MS
Cheerleaders/Dance Team	6,450	includes MS
Cross Country	4,000	includes MS
Football	45,050	includes MS
Golf	2,800	
Soccer G	12,600	includes MS
Soccer B	12,600	includes MS
Softball	12,600	includes MS
Swimming (B & G)	7,400	includes MS
Tennis B	2,800	
Tennis G	2,800	
Track (B & G)	27,800	includes MS
Volleyball B	2,800	
Volleyball G	7,600	includes MS
Wrestling	13,200	includes MS

SUPPORT POSITIONS

Aquatics Coordinator	3,050	
Athletic Director	8,350	
Athletic Events Manager	4,700	
Weight room Coordinator	3,050	
Equipment Manager	4,670	
Elementary Intramurals	17,500 total	
(2 @ Middle School, 2 @ Dormont, 1 @ Aiken, 2 @ Myrtle)		

Summer/Preseason

The rate for summer/preseason work will be \$20.00/hour. Summer work compensation will be paid in the last pay in August. The maximum number of hours allotted for each sport must be preapproved by both the athletic director and the Superintendent or his/her designee. Coaches will be informed in advance how many hours will be approved and

will be paid in the last pay in August only for actual hours worked up to the maximum allotted.

C. Activities Positions and Compensation

Club and Activity Sponsors will be required to submit a monthly report to the appropriate building administrator. The monthly report will include monthly activities, date/time of monthly meetings and a roster of students in attendance at each meeting. Sponsors of clubs and activities that do not meet over the course of the entire year will receive a pro-rated stipend. The District retains the sole right to eliminate any activity or club if, over a two-year period, the average roster falls below twelve (12) students.

Clubs/Organizations

Each position will be compensated \$1,200 in each year of the Agreement. These amounts constitute the entire amount, and no hourly timesheets in addition to these amounts will be accepted unless otherwise specified herein.

Clubs \$1200

Academic Team
Adventure Club
Allies
Art
Best Friends (HS)
Best Friends (MS)
Caring Team
Environmental (HS)
Environmental (MS)
French
Math
Medical Careers
Modern Dance
National Honor Society
Pep
Robotics
SADD
Science
Spanish
Stage Crew
Student Senate (HS)
Student Senate (MS)
Strength
Technology

Any other qualifying group agreed upon by the parties.

Specialized & Support Positions

Compensation will remain the same for the length of the Agreement.

Activities that interfere with instructional time during the school day must be coordinated with the Principal.

Specialized and Support Positions

Bus Duty (before or after school)	1,450	each
8 HS/MS, 2 Aiken, 3 Dormont, 3 Myrtle		
Activities Coordinator (HS)	2,500	
Activities Coordinator (MS)	2,500	
Auditorium Coordinators	5,000	total
FBLA	1,700	
Junior/Senior Class Sponsor	3,050	
Keynote/Literary Magazine	1,700	total
Marching Band Director	5,000	
Marching Band Assistants	7,500	
Speech and Debate Team (High School)	3,050	total
Speech and Debate Team (Middle School)	3,050	total
Musical Director (Elementary)	2,000	
Musical Assistants (Elementary)	1,500	total
Musical Director (Middle School)	2,500	
Musical Assistants (Middle School)	5,000	total
Musical Director (High School)	3,000	
Musical Assistants (High School)	27,000	
Odyssey of the Mind	3,050	
PJAS High School	3,050	total
PJAS Middle School	3,050	
Varieties	3,050	
Yearbook (High School)	3,050	
Yearbook (Middle School 2 total pos.)	3,050	

ARTICLE XXVIII

ADDITIONAL EMPLOYEE BENEFITS

A. Life Insurance

The District agrees to provide term life insurance in the amount of fifty thousand dollars (\$50,000) for the term of the contract.

B. Medical Insurance

The District agrees to provide the Allegheny County Schools Health Care Insurance Consortium (ACSHIC) Community Blue Flex EPO to all professional employees during the term of this Agreement. Each bargaining unit employee who accepts medical insurance e.g., family, individual, husband and wife, etc., agrees to contribute the following amounts toward the cost of coverage:

2017-2018	7% of premium
2018-2019	8% of premium
2019-2020	9% of premium

If a professional employee wishes to partake in a PPO plan, the employee will pay the difference between the EPO plan and the PPO plan in addition to the premium contribution designated in that year.

If a professional employee waives health insurance, said employee will be paid one-third (1/3) the cost per year of the plan for which the employee is eligible, in which a payment of one-half (1/2) of the one-third (1/3) cost will be made in the last pay in February and one-half (1/2) of the one-third (1/3) cost will be made in the last pay in August. If an employee's spouse works for the District and said employee decides to elect coverage under the spouse, then said employee will not be entitled to the one-third (1/3) payment. Re-enrollment can only be accomplished at the open enrollment period unless there is a "change in circumstance" as defined by Federal Regulations.

The District shall arrange to have this payment deducted on a pretax basis.

E. Dental Insurance

The District agrees to continue to provide individual or full family dental care insurance to all employees under this Agreement for the term of this contract under the ACSHIC Dental Program.

The District shall assume the cost of this plan for the appropriate level of coverage, e.g., family, individual, husband and wife, etc., and the employee agrees to contribute the following amounts toward the cost of coverage:

2017-2018	7% of premium
2018-2019	8% of premium
2019-2020	9% of premium

If a professional employee waives dental insurance, said employee will be paid one-third (1/3) the cost per year of the plan for which the employee is eligible, in which a payment of one-half (1/2) of the one-third (1/3) cost will be made in the last pay in February and one-half (1/2) of the one-third (1/3) cost will be made in the last pay in August. If an employee's spouse works for the District and said employee decides to elect coverage under the spouse,

then said employee will not be entitled to the one-third (1/3) payment. Re-enrollment can only be accomplished at the open enrollment period unless there is a “change in circumstance” as defined by Federal Regulations.

The District shall make available the continuance of dental care insurance after retirement at the employee’s expense and will cease at age 65..

F. Vision Insurance

The District shall assume the cost of this plan for family vision care insurance to all employees under this Agreement for the term of this contract under the ACSHIC program and the employee agrees to contribute the following amounts toward the cost of coverage:

2017-2018	7% of premium
2018-2019	8% of premium
2019-2020	9% of premium

The District shall make available the continuance of vision insurance after retirement at the employee’s expense and will cease at age 65.

The District agrees to provide, at employee expense, the option for professional employees to purchase a more comprehensive vision insurance plan as available.

G. Medical Insurance Contracts

The insurance plans included in this Article are contracts between the District and each insurance carrier. The District’s responsibility under such plans is limited to premium payments and proper enrollment of eligible employees. In no case and under no circumstances shall the District be required to provide a cash settlement or any other substitute benefit in any form, in lieu of the insurance benefits provided in this Article. Disputes over benefit claims are between the employee and insurance carrier and shall not be subject to the grievance procedure.

H. Staff Development Options

Recognizing the need for ongoing employee professional growth to enhance and maintain a quality school system, the District will permit its employees to select from among the following options:

1. Partial Tuition Reimbursement

The District will reimburse bargaining unit employees for completion of college/university level courses in which they receive a grade of no less than B or Pass in a Pass/Fail course. The course may be pedagogical in nature or may relate to the subject area the employee is currently assigned to teach. Pursuit of additional degree/area of certification shall qualify for partial tuition reimbursement. The employee shall submit a

request for approval in writing, stating a description of the course and how it is related to either the curriculum or to stated staff development goals of the District. Course work must be taken at any Intermediate Unit or through an accredited college or university or online.

2. Using District Technology for Online Courses

The use of District computers to complete online courses will be permitted consistent with the following requirements:

- Must inform Superintendent of beginning date and concluding date of course and course title for prior approval either by email / letter / phone;
- Course must be related to current assignment or general professional education topics;
- All course work will occur outside of the identified working day; the one-half (1/2) hour duty-free lunch period may be utilized, but not the planning/preparation period;
- Computer use will be consistent with all established School Board Policies and District procedures;
- Teachers must inform their technical facilitator of course technology requirements prior to beginning course;
- If the course requires additional hardware and/or software, the course will not be permitted to be taken on District equipment;
- District related network maintenance will continue as scheduled; and
- District reserves the right to terminate this practice at any time, with respect to a specific staff member and/or the entire staff.

Upon course completion, the employee shall submit the necessary evidence of completion along with the cost of the tuition incurred. (The District shall determine the documentation required, and the cost of tuition shall not include activity fees, books, etc.). The District shall reimburse employees fifty percent (50%) of the tuition costs incurred. Payment to the employee will be made by separate check in the month following acceptance of the documentation. Employees who complete a degree or new certification must serve one year with the District prior to resigning.

3. Sabbatical Leave

The District agrees to follow all the provisions of Act 66 of 1996. Tuition reimbursement provisions as stated in 1 above also apply to course work taken during half-pay sabbatical leave.

4. National Board Certification Stipend

The District will provide a two thousand five hundred dollar (\$2500.00) annual stipend for National Board Certification as long as the certification is maintained by the employee while employed by the District.

ARTICLE XXIX

PROPERTY PROTECTION OF BARGAINING UNIT MEMBERS

- A. Members of the bargaining unit shall be reimbursed by the District for loss, damage or destruction to personal property, including but not limited to clothing, which occurs on school property. Written documentation of the loss must be submitted to their building principal and signed by that individual.
- B. Personal property, clothing or other items worn on the person, having a fair market value in excess of two hundred and fifty dollars (\$250) can only be brought onto or kept on the District's property with its prior permission. Fair market value shall mean the worth of the item at the time of the incident of loss or damage.
- C. Bargaining unit members are discouraged from bringing personal property of any nature into the school building during the employee's workday. If, however, such property relates to an instructional purpose, then the employee shall notify the building principal and the building principal shall notify the business office with description, approximate fair market value, security measures and time the property will remain in the building. Loss of jewelry is specifically excluded from property protection. Final determination of fair market value will be accomplished through the District's business office.
- D. In the event that an employee is paid all or part of the benefits provided in Article XXIX, Section A, and at any time the same employee recovers damages from a third party by virtue of the loss, damage to or destruction of the same personal property, the employee shall reimburse the District on account of its payments made in accordance with the provisions of Article XXIX, Section A.

ARTICLE XXX

WORKSHOPS

Bargaining unit members may submit applications to request permission to attend professional workshops, seminars and conferences at any time during the year. Applications must normally be submitted six (6) weeks prior to the date of the activity. However, should an employee become aware of an activity during the six (6) weeks prior to the date of the activity, an employee may submit an application to request permission to attend the activity. The application must be received by the Board of School Directors in time for the request to be either approved or rejected.

ARTICLE XXXI

MANAGEMENT RIGHTS

The District retains its exclusive rights to manage the education process and facilities and to direct the working forces, including but not limited to, the right to establish the standards of services, the utilization of technology, the organizational structure, the selection and direction of personnel, the development of educational programs, curriculum and policies within the District; the right to hire, suspend, assign, determine job content and ability and the right to relieve bargaining unit members from duty according to state statutes and due process requirements. It is expressly understood that the District retains all rights which it had prior to the execution of this Agreement whether exercised or not, except as otherwise provided in the Agreement.

ARTICLE XXXII

MAINTENANCE OF MEMBERSHIP

The District agrees that all bargaining unit members who are presently or who hereafter become members of the Association shall be subject to the "maintenance of membership" provisions as defined in Article II, Subsection (18) of the Public Employee Relations Act, Act 195.

ARTICLE XXXIII

MEMBERSHIP DUES DEDUCTIONS

A. Deduction from Salary

The District agrees to deduct dues from the salaries of members of the local Association, the Pennsylvania State Education Association and the National Education Association as said members authorize the District to deduct and transmit the monies by check promptly to the Keystone Oaks Education Association.

1. Deductions referred to in paragraph A above, will be made in ten (10) as nearly equal monthly installments.
2. Any professional employee who is hired after October 1 may have Association dues deducted beginning with his/her second computed paycheck.

B. List Supplied to District

No later than October 1 of each year, the Keystone Oaks Education Association will provide the District with a list of those bargaining unit members who have authorized the District to deduct dues for the Association in paragraph A above.

C. Reimbursement

The Association will reimburse the District \$2.00 per member per year to cover the cost of dues deduction. This payment will be made in a lump sum to the Business Office at the end of the school year.

D. Authorization Cards

The District will honor such authorization cards pursuant to the maintenance of membership agreement.

E. Fair Share

Each employee in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided in Act 84 of 1988. The District and the Association agree to comply with all provisions of Act 84. The Association agrees to indemnify and otherwise hold the District harmless for any judgments, costs and attorney's fees in connection with any claims, demands, suits or controversies filed or alleged against the District in connection with its compliance with Act 84.

F. Liability

No liability shall accrue against the District as a result of this Article except to the extent of monies actually deducted from bargaining unit members' salaries.

G. Deduction Card

Print Last Name First

Payroll Deduction Authorization Card

I hereby authorize the Keystone Oaks School District to deduct association dues (NEA, PSEA, KOEA) from my paycheck, such deductions to be made over the work year in ten (10) payments.

This authorization will remain in effect unless canceled in writing fifteen (15) days prior to the expiration of the Collective Bargaining Agreement.

Social Security Number

Signature

Date

ARTICLE XXXIV

ACADEMIC COUNCIL

An Academic Council will be created in each school building to address problems cooperatively with the building principal, to focus on academic issues that are building specific, and to set building standards and expectations for students, bargaining unit members, and administrators consistent with the terms of this Agreement. Minutes of Academic Council meetings will be kept on file in the principal's office and a copy submitted to the Superintendent for review. At all times, all actions of Academic Council must be aligned to District Policies and Procedures, and Strategic Plan. The following provisions will govern the structure and organization of the academic councils:

Purpose

The Academic Council in each building will serve as a steering committee to involve employees in the pursuit of academic excellence. This group will work as an equal partner with the principal to make recommendations about academic concerns within a building. When academic concerns in one building may have an impact on other buildings, the Superintendent and/or his/her designee will be involved in the discussion.

Academic excellence in broad terms includes, but is not limited, to the following concepts:

1. Assisting District administration in creating the conditions for professionalism to flourish.
2. Making recommendations on how to implement the goals and overall educational attainment strategies established by the District.
3. Setting standards for building level programs, study halls, attendance, student achievements, which must be aligned to District Policies, Procedures, and Initiatives, testing, scheduling, homework, parents, and/or special programs for all students at all levels.
4. Raising the expectations for all students so that a climate of work and achievement pervades every class and every student. The expectations for students for study, review, homework, skill development, content, testing, and/or projects will be uniform across departments and grade levels and will be accepted as a given by all students.
5. Setting outcome parameters and goals for what the Keystone Oaks student graduate should look like in terms of skills and knowledge, which must be aligned to the District's Graduation Requirement Policy.
6. Continuing to generate suggestions for the type of staff development to enable every professional to grow in a variety of teaching techniques, skill development

methods, and subject and skill area knowledge. This will be done in collaboration with the Superintendent and/or his/her designee.

7. Gathering data for building level decision making.
8. Inspiring creativity and enthusiasm.
9. Involving parents in meaningful roles in the school and promoting employee/parent communication and dialogue.
10. Making recommendations for the District Induction Plan and the Professional Development Plan shall be done through consultation with the Superintendent and/or designee and the Curriculum Leaders.
11. Using resources wisely and balancing them against expected results.
12. Promoting peer dialogue and collegiality in education.
13. Promoting the involvement of all bargaining unit members to become involved with students outside the classroom.
14. Focusing on teaching students the content and skills, not just content.
15. Promoting school spirit and student pride in Keystone Oaks.
16. Making recommendations relative to the use of parent/teacher interaction time will be decided by Academic Council in each building with the approval of the Superintendent and/or his/her designee.

Composition

All positions shall be voluntary.

A. Elementary/Middle Schools

Five employees

1. Two bargaining unit members elected by the faculty for a two-year period in alternating years.
2. One bargaining unit member selected by the Association for a two (2) year term.
3. One bargaining unit member selected by the building principal for a two (2) year term.
4. The building principal and/or assistant principal.

B. High School

Seven employees

1. Three bargaining unit members elected by the faculty for a two-year period in alternating years.
2. One bargaining unit member selected by the Association for a two (2) year term.
3. One bargaining unit member selected by the building principal for a two (2) year term.
4. The Principal and the Assistant Principal.

Meetings and Procedures

The building academic councils will meet on an as-needed basis and set the agenda according to the current needs. All agendas and minutes of meetings will be submitted to the Superintendent's office and the KOEA President and/or his/her designee.

Powers

The building academic councils can make recommendations to the employees, students, parents, and administration by a majority decision of the membership present that relate to the academic needs of the school building. Recommendations on discipline and attendance will also be considered. These recommendations must be aligned to the District's Policies, Procedures, and Strategic Plan.

ARTICLE XXXV

MISCELLANEOUS PROVISIONS

A. Separability

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

B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the District and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Maintenance of Standards

Conditions of employment, including working hours, extra compensation for duties outside of regular working hours, relief periods, leaves and general working conditions shall be maintained at existing standards in effect in the District, provided that such conditions shall be improved for the benefit of bargaining unit members as required by the provisions of the Agreement.

D. Printing Agreement

Copies of this Agreement shall be duplicated at equal cost to the District and the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all bargaining unit members now employed and hereafter employed.

E. Notice

Whenever any notice is required to be given by either of the parties to this agreement to the other party, pursuant to the provisions of this Agreement, either party shall do so by registered letter or any mutually agreed upon notification.

F. Memorandum of Understanding

The District and the Association agree to negotiate the terms and impact of any new programs/initiatives prior to implementation of said new programs/initiatives. Examples of programs/initiatives that fall under this Article would be block scheduling and alternative school proposals.

G. Supplemental Academic Programs

All District student-based supplemental academic programs operated outside of the regular school curriculum and hours, if renewed annually, will be payable at \$50.00 per hour. Such programs and initiatives may include, but are not limited to, District approved Tutoring, Summer School, Alternative Education and Homebound Instruction. Project Succeed will compensate its employees accordingly as long as it is an approved after-school program in the high school, but will operate independently of the District. All current bargaining unit employees will have the option of these positions prior to others. All information regarding the implementation of such programs will be kept in the District administration offices.

ARTICLE XXXVI

SCHOOL NURSES

The Keystone Oaks School District and the Association agree to maintain three full-time certified nurses, until such time as there is a vacancy in any of the nurse positions. In such event, the School District shall have the sole and exclusive right and authority to eliminate the vacant position(s). At no time, however, shall the District employ fewer certified nurses than required by

the Public School Code of 1949, as amended. At no time will a building be without a school nurse or a health paraprofessional.

ARTICLE XXXVII

MENTOR TEACHERS

Experienced teachers who volunteer their time and talent to help either the beginning teacher (defined as a temporary professional employee during his/her first year of employment in that capacity in Keystone Oaks) or the struggling teacher offer the District an invaluable service. Their support can promote and create the excellence which exists throughout the Keystone Oaks School District.

- A. Mentor teachers shall receive a \$725 stipend per year.
- B. By nature of the role, mentoring teachers will be working closely with the Administration, but nothing said or written by the mentoring teacher shall be used in the evaluation of a beginning teacher/struggling teacher to support or cause an unsatisfactory rating, nor shall any statement of a mentoring teacher be placed in a personnel file.
- C. Administration will provide guidelines and materials to the mentor teacher outlining their responsibilities within the mentor program.
- D. The Administration shall assign to each beginning teacher as defined herein a mentor during his/her first two years of employment as such with the District. Mentor teachers shall be assigned to struggling teachers consistent with Article VII of this agreement.

ARTICLE XXXVIII

WAIVERS

The parties agree that all negotiable items presented have been discussed during negotiations leading to this Agreement and that no additional negotiations in this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement unless mutually agreed to, in writing, by both parties.

IN WITNESS WHEREOF, the District has caused this Agreement to be signed by its President and attested by its Secretary and sealed, and the Association has caused this Agreement to be signed by its President and its Secretary, all on the day and year first written above.

(Signatures of Parties Appear on Next Page)

**KEYSTONE OAKS
SCHOOL DISTRICT**

President

Secretary

**KEYSTONE OAKS
EDUCATION ASSOCIATION**

President

Secretary

APPENDIX A

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may, from time to time, arise affecting members of the bargaining unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definition

A grievance shall be defined as a dispute which arises out of interpretation or application of a provision of this Agreement. A dispute which does not arise out of interpretation or application of this Agreement shall be resolved as set forth in Levels One through Three, and in such disputes the decision of the District shall be final and binding. "Days" referred to hereinafter shall mean school days.

C. Procedure

1. Time Limit

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

An employee with a grievance shall discuss it with his/her principal or immediate supervisor within five (5) days of the occurrence of the subject matter thereof. If the grievant is not satisfied with the disposition of the grievance, he/she may submit it in writing within five (5) days of receipt thereof with a copy to the Association.

4. **Level Two**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, not more than ten (10) days after submission at Level One, in writing, submit the grievance to the Superintendent. The Superintendent shall respond in writing to such grievance within five (5) days of receipt thereof with a copy to the Association.

5. **Level Three**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, not more than ten (10) days after submission at Level Two, submit the written grievance to the School Board. The Board shall act on the grievance within ten (10) days following receipt thereof.

6. **Level Four**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the Association may, within five (5) days after the aforementioned Board meeting, submit the grievance in writing to arbitration after a majority vote of the Keystone Oaks Education Association Executive Committee. The parties shall notify the Bureau of Mediation. Selection of an arbitrator shall proceed in accordance with Section 903 (1) of Act 195.

The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

Any aggrieved person shall be represented at Levels One, Two, and Three of the grievance procedure by a representative selected or approved by the Association. On a routine basis, grievance discussions will be conducted after school; but in other cases (example: arbitrations, etc.), release time shall be provided and a substitute provided, if necessary, to process the grievance. Such time shall be considered professional time and shall not be counted against the employee or the Association representative. Only the Association shall have the right to submit a grievance to arbitration.

Where a grievance arises which affects a group or class of employees within any one school building within the School District, the processing of said grievance is to commence at Level One. If a grievance arises which affects a group or class of employees in more than one school building within the School District, said grievance may commence at Level Two.

7. **Meetings and Hearings**

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

The decision of the arbitrator shall be confined exclusively to the dispute or grievance as submitted for determination and shall be within the provisions of this Agreement.

The arbitrator shall be without power or authority to add to, subtract from, modify, delete from, disregard, or replace any of the terms or provisions of the contract but must interpret the explicit language as it is stated.

The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law, or which are in violation of the terms of this Agreement.

The cost for services of the arbitrator shall be borne equally by the Association and the District. Any other expenses incurred shall be borne by the party incurring same.

GRIEVANCE REPORT

DATE: _____

Grievant(s) _____ Grievance Number _____

Occupation _____ Work Place _____

Bargaining Unit _____

Building Principal/Supervisor _____

Date of Alleged Grievance _____

Statement of Alleged Grievance:

Action Requested:

Article(s) or Exhibit(s) of Agreement under which grievance is entered:

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Bargaining Unit Designee

KEYSTONE OAKS SCHOOL DISTRICT

GRIEVANCE ACTION

Level One

Grievant(s) _____ Grievance Number _____

Date of Grievance Report _____

Decision of Employer Representative:

Date of Decision _____

Signature of Employer Representative

GRIEVANT RESPONSE

Level One

_____ I accept the above decision of the Employer Representative.

_____ I do not accept the above decision and request the Association to refer the grievance to Level Two.

Date of Grievant(s) Response _____

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Bargaining Unit Designee

The above grievance is hereby referred to Level Two by the KOEA.

Signature of Bargaining Unit Designee

Date

KEYSTONE OAKS SCHOOL DISTRICT

GRIEVANCE ACTION

Level Two

Grievant(s) _____ Grievance Number _____

Date of Grievance Report _____

Decision of Employer Representative:

Date of Decision _____

Signature of Employer Representative

GRIEVANT RESPONSE

Level Two

_____ I accept the above decision of the Employer Representative.

_____ I do not accept the above decision and request the Association to refer the grievance to Level Three.

Date of Grievant(s) Response _____

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Bargaining Unit Designee

The above grievance is hereby referred to Level Three by the KOEA.

Signature of Bargaining Unit Designee

Date

KEYSTONE OAKS SCHOOL DISTRICT

GRIEVANCE ACTION

Level Three

Grievant(s) _____ Grievance Number _____

Date of Grievance Report _____

Decision of Employer Representative:

Date of Decision _____

Signature of Employer Representative

GRIEVANT RESPONSE

Level Three

_____ I accept the above decision of the Employer Representative.

_____ I do not accept the above decision and request the Association to refer the grievance to Level Four.

Date of Grievant(s) Response _____

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Bargaining Unit Designee

The above grievance is hereby referred to Level Four (arbitration) by the KOEA.

Signature of Bargaining Unit Designee

Date

APPENDIX B

Keystone Oaks School District

POSITION DESCRIPTION

JOB TITLE: Curriculum Leader
REPORTS TO: Director of Curriculum

SUMMARY

The position of Curriculum Leader shall be established to promote subject area continuity, planned course continuity, professional growth, and to maintain or provide program quality.

Curriculum Leaders shall provide assistance to their colleagues. Specifically, newly hired tenured teachers and teachers who are new to a grade level or building shall receive necessary assistance from the appropriate grade level or content area curriculum leader, when the appropriate curriculum leader is assigned to the same building as the newly hired professional employee or re-assigned teacher. Otherwise, necessary assistance shall be provided by the Building Administrator. The Administration shall also provide assistance to each long term substitute teacher.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Functions as coordinator of the appropriate department/grade level;
- Maintains a cooperative and communicative responsibility with building principals;
- Assumes a leadership role non-supervisory for departments/grade levels;
- Leads the department/grade level in curriculum development and improvement;
- Leads the department in developing and updating a course of study guide and assists in its implementation;
- Develops and creates original materials to enhance instructional program K-12;
- Assists teachers, K-12 to correlate comprehensive programs with other subjects taught;
- Assists personnel in securing necessary equipment and supplies for instruction;
- Researches instructional materials, works with Director of Curriculum in textbook selection;
- Attends conferences, workshops, and meetings as requested by the Superintendent or designee;
- Attends the National Honor Society Induction Ceremony;
- Attends the Academic Dinner;
- Submits requisitions for the department/grade level as needed;
- Leads the department in the implementation of state regulations;
- Conducts and presides over monthly curriculum meetings for departments/grade levels;
- Serves on district-wide committees as appropriate;
- Serves as a liaison between the administration and the department/grade level;
- Others duties as assigned.

APPENDIX C

Keystone Oaks School District

POSITION DESCRIPTION

JOB TITLE:	Department Liaison Special Education Liaison
REPORTS TO:	Principal - Department Liaison Supervisor of Special Education – Special Education Liaison

SUMMARY

The position of Department Liaison and Special Education Liaison will assume non-supervisory leadership roles for the department or special education by maintaining a cooperative and communicative relationship with the Principal or Supervisor of Special Education.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist personnel in securing necessary equipment and supplies for instruction;
- Collects and disseminates information on behalf of the Principal or Supervisor of Special Education, and on occasion, other administrators;
- Attends the National Honor Society Induction Ceremony;
- Attends the Academic Dinner;
- Submits requisitions for the subject area/grade level as needed;
- Conducts and presides over department meetings as scheduled by the Principal or Supervisor of Special Education;
- Participates in the hiring process for positions for the department at the invitation of the Principal or Supervisor of Special Education;
- Attends meetings with the Principal or Supervisor of Special Education and shares this information with the department;
- Assists principals or Supervisor of Special Education with scheduling;
- Organizes and submits annual department budget to the Principal or Supervisor of Special Education.