

**Collective Bargaining Agreement**

*between the*

**Keystone Oaks School District**

*and the*

**Keystone Oaks Education Association**

**2020 – 2026**

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**ARTICLE I**

**PREAMBLE**

This Agreement entered into this 1<sup>st</sup> day of July, 2020 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 student 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 a bargaining unit member which may be interpreted to be derogatory, either individually or as a group, except when immediate corrective action needs to be taken. 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 No. PERA-R-527-W and amended PERA-U-18-58-W.

Definitions:

Bargaining Unit Member – all employees covered by this agreement as defined above.

Professional employees – employees that are certified as and perform duties as:

Teacher  
Counselor  
Certified School Nurse  
Librarian  
School Psychologist

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 permanent employee or temporary 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 permanent employee or temporary 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, 2020 and extend in force until June 30, 2026, 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**

### **WORK YEAR**

A. The work year shall consist of 193 days. These days will include a maximum of 184 student days. The remaining days will be professional development days, conference days and clerical days as defined below.

B. The remaining nine (9) scheduled days shall be divided as follows:

1. Three (3) Professional Development Days. The district has the option for bargaining unit members to complete any of these remotely per V.B.4.
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; The district has the option for bargaining unit members to complete either of these remotely per V.B.4.
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 remotely. For remote 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 remote 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 Early Dismissals 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 Early Dismissals, 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 after consultation with the Association President or the Association President's designee. Once students have been dismissed bargaining unit employees will also be permitted to leave. For contractual and pay purposes, these days are considered full days of work.

7. One (1) Parent/Teacher Conference Day

C. Bargaining unit members who are assigned to continue performing their routine professional responsibilities beyond the 193-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.

D. In addition to the 193 days described in Paragraph A of this Article, each bargaining unit member owes the District six (6) additional hours solely for the purpose of interacting with parents at the discretion of the building principal.

## **ARTICLE VI**

### **WORK DAY**

#### **A. Length of Day**

1. The working day shall consist of seven and one half (7 1/2) hours which shall be consecutive and shall include a one-half (1/2) hour duty-free lunch, 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 10:30 AM. and 1:30 P.M. Exceptions shall not be made for arbitrary and capricious reasons.
2. Each building principal will establish a daily schedule identifying a start time and an end time for each employee within the building. The start time and end time will not be the same as the start and end times of students but will allow for bargaining unit members presence before and after the school day. Start and end times will be agreed upon by the employee, the building principal, the Association President or his/her designee(s), and the Superintendent or his/her designee(s) and adjusted as needed. Exceptions may be granted for pre-established appointments, or emergencies, at the discretion of the building administrator. 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. Planning/preparation time is defined as a period of time during the school day when a bargaining unit member is released from instructional duty or student interaction 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. In no event shall planning/preparation time be less than forty (40) consecutive minutes per day and shall not conflict with a duty-free lunch. In no case will any professional bargaining unit member employee be required to teach all periods in a day without planning/preparation time.
3. In addition to planning/preparation time and one duty-free lunch, itinerant professional employees required to travel between buildings will be given an additional thirty minutes per day for travel.

### D. Non-instructional Duties

1. Non-instructional Duties are those duties performed by the bargaining unit members 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: student personalized learning time, student interaction time, activities scheduled by teachers and mutually agreed upon by administration during the blocks of time designated as personalized learning time, 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 1/2) hour work day, said bus duty will be compensated at the rate outlined in Article XXVIII.
  - a. Non-instructional duties will be distributed among bargaining unit members and rotated as equitably as possible in each building. The bargaining unit members shall be requested to prioritize their preference for such duties. Each principal will then distribute these duties as fairly and equitably as possible, based on students' needs. 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.
4. Non-instructional duty assignments will be agreed upon collaboratively between the building level principal and a KOEA building representative(s) at the beginning of each semester.

#### E. Meetings with Administrators

Bargaining unit members may be required to attend up to one meeting per month, between September and May. These meetings will not exceed one hour in length, and will occur outside of the normal workday.

#### 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, orchestra 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 stipend 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 stipend 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 stipends. An employee who only has a student for part of a semester will be paid only the percentage of the stipend 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. Administration will attempt to not assign to a teacher two (2) separate sections/preparations at one time. If a teacher is assigned two (2) separate preparations at one time, that teacher shall receive the one thousand-dollar (\$1,000.00) semester

stipend. This does not include differentiated instruction of the same course to meet the students' needs or specially designed instruction.

6. Bargaining unit members who teach grades 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, orchestra, 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 stipend. 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. The parties will revisit the number of periods per day and stipends if necessary.

First semester stipends in this article will be paid by the end of February. Second semester stipends in this article will be paid by the end of June.

## **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) formal observation per year shall be made for each bargaining unit member. At the request of the employee, an additional formal 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. In addition to formal observations, building and central administrators may conduct routine walkthroughs, as needed, for managerial purposes. The use of these walkthroughs for evaluation purposes will be reviewed by the evaluation committee at least once annually.

## **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 time 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 need 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.

## **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.

1. New bargaining unit members who begin employment any time after the first day of the school year will have the sick leave allowance prorated.
2. Sick days may be used in half or whole day increments.
3. Upon the use of three (3) or more consecutive sick days, the District may require reasonable proof of personal or family illness.
4. Accumulated sick leave may be used for family illness absence. Additional days for family illness may be granted by the Superintendent.
5. If the District has cause to believe that a member is misusing/abusing sick leave, it may require proof of illness.
6. Any bargaining unit member hired who previously worked for another Pennsylvania Public School District immediately prior to Keystone Oaks, shall be eligible to transfer no more than twenty-five (25) sick days from their prior employer.

#### **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. When the school is not compelled to close, the use of bargaining unit members' sick days will be outlined in the Staff Handbook in coordination with school district policy and administrative procedures.

**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. Bargaining unit members may use more than 4 emergency days with approval from the Superintendent or his/her designee.

**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. Bargaining Unit members covered by this Agreement shall receive death in family paid leave as follows:
  - a. A maximum of three (3) days of leave will be granted for a death in the immediate family; including parents, siblings, spouse, child, grandparent, grandchild, parent-in-law, child-in-law, sibling-in-law, or near relative residing in the same household as the employee, or any person with whom the employee has made his/her home. When special circumstances so dictate, this may be extended to five (5) days upon pre-approval of the Superintendent or his/her designee.
  - b. A maximum of two (2) days for the death of a near relative. A near relative shall be defined as first cousin, a parent's sibling, or sibling's child.
  - c. A maximum of one (1) day for the death of a friend with bonds so close that good taste demands attendance at the funeral.

2. The Administration will require notification of the relationship between the deceased and the employee. The employee will indicate the relationship using the District's call-off system.
3. Such time will not be deducted from sick leave.
4. In cases involving 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(s). 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:

1. Employee will receive no salary or insurance benefits (health care, dental, vision, disability, or life).
2. Employee will retain all accumulated sick days and personal days as of the date of the leave.
3. 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.
4. Leaves shall not be considered a break in service.
5. Upon return from leave, employees shall, where possible, be returned to the position occupied at the commencement of the leave.
6. 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:

1. 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.
2. Personal/Professional Education, participating 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.
3. Child Care for a 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 bargaining unit member 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.

1. 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.
2. 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.
3. 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 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.
4. 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 employees 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 contributions 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, voluntary or involuntary transfer, and/or a 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 bargaining unit member 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 prefers 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, the 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 bargaining unit members 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 or if they are no longer being considered. 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. If the District chooses to create any position, eliminate and combine any position vacancy, such information shall be shared with the Association as soon as is reasonably possible.

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

## **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 a bargaining unit member believes that the placement of a pupil in a particular class or section 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. The District recognizes bargaining unit members with instructional responsibilities have a right to assign homework and grades for the implementation of the curriculum. It shall be the bargaining unit members responsibility to develop their syllabi and grading rubric. These employees' syllabi and grading rubric must comply with Board policies. Bargaining unit members with instructional responsibilities are

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 PLANS

#### **A. Inclusion**

The Keystone Oaks Education Association and the District support the opportunity for all students to experience, to the maximum extent possible, a sense of belonging in their community, with the goal of every student 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 student shall be inserviced on the needs of the student according to his/her IEP's 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, School Attendance Improvement Plan, and Transition Plans will be trained.
2. 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.
3. 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.
4. Each bargaining unit member who is a fulltime (FTE=1) special education teacher, a fulltime (FTE=1) speech/language teacher, or a fulltime (FTE=1) gifted education teacher will receive in addition to his/her forty (40) minute plan time, a forty (40) minutes of special education plan time for accommodating the writing and completion of all necessary documents associated with students' IEP's and GIEP's and for consulting with other faculty who are associated with the students' IEP's/GIEP's, at a minimum of three (3) days per week. More days may be added during the week with consultation with the building principal and the Superintendent and/or designee and the Association President. Any

teacher not designated as a fulltime teacher for the above-referenced positions (FTE less than 1) will be given prorated plan time that will be agreed upon by the Superintendent and the Association President. Any other documents not considered necessary under IDEA, 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(s) 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 bargaining unit member 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 bargaining unit member is re-employed 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 leave 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 furlougee 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 BARGAINING UNIT MEMBERS**

The District shall make every reasonable effort to reduce bargaining unit members by attrition during the term of this Agreement. If reduction through attrition is not possible, then reduction of bargaining unit members 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, twenty-four (24) hours' notice advising the employee of the matters to be discussed. Should Central Administration call such meeting, twenty-four (24) hours 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 time. Conferences will be scheduled within the seven and a half (7.5) 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 bargaining unit member 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 bargaining unit member shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. When the District must place a bargaining unit member on administrative leave, it will conduct any fact-finding in as timely a manner as possible, keeping the Association President informed during each step of said fact-finding.

## **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 time.
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 benefits 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 forty (40) minutes 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 bargaining unit member 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. Synchronous and Asynchronous Teaching**

Recognizing a mutual desire to promote the highest level of educational excellence, the parties agree to the utilization of synchronous and asynchronous teaching with the following limitations/determinants: outlined below. For purposes of this article, synchronous is defined as virtual learning that occurs in real time with the instructor and class. Asynchronous is defined as learning that occurs virtually but not simultaneously with the instructor and class.

When a teacher is providing instruction in a single preparation subject to students in the hybrid cohort, which includes students who are physically present in the classroom at the same time when students are participating virtually through the fully synchronous cohort, the teaching will constitute only one preparation. Additional planning time may be granted to those teachers referenced herein at the discretion of Administration.

1. All synchronous and asynchronous teaching offered will be monitored by a certificated bargaining unit employee and will be considered a class assignment when a 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, 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 synchronous and asynchronous teaching if doing so will result in the subcontracting or furloughing of bargaining unit positions.
3. Professional employees shall not be required to monitor synchronous and asynchronous courses; however, should no professional employee volunteer to monitor the course, the District shall reserve the right to assign a professional employee to monitor as long as doing so does not violate the workload provision.
4. Upon written request, the District shall provide the KOEA President with a list of synchronous and asynchronous courses including the number of students enrolled in each course, unless that information is readily available.

#### **E. Surveillance**

1. The District agrees not to engage in any form of arbitrary surveillance on a bargaining unit member. If an administrator views or observes synchronous or asynchronous instruction by a bargaining unit member, the administrator will provide advance notice to the bargaining unit member and provide feedback in accordance with Article VII. Evaluation of bargaining unit members will be done in accordance with Article VII.
2. 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.

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**

**WAGES**

**A. Salary Schedule**

All bargaining unit employees covered by this Agreement shall receive his/her annual salary in twenty-six (26) installments, as nearly equal as practicable. Upon written notice to Business Office prior to May 15, he/she can receive his/her salary for June, July and August in the second pay of June. The below schedules are for 193 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 schedule below divided by 193 days.

**SALARY SCALE FOR ALL BARGAINING UNIT MEMBERS 2020-2021**

20-21	B	B+24	M	M+12	M+24	M+36	M+48	M+60	PhD
1	44,250	44,500	45,000	45,250	45,500	45,750	46,000	46,250	46,750
2	45,250	45,500	46,000	46,250	46,500	46,750	47,000	47,250	47,750
3	46,250	46,500	47,000	47,250	47,500	47,750	48,000	48,250	48,750
4	47,250	47,500	48,000	48,250	48,500	48,750	49,000	49,250	49,750
5	48,250	48,500	49,000	49,250	49,500	49,750	50,000	50,250	50,750
6	49,250	49,500	50,000	50,250	50,500	50,750	51,000	51,250	51,750
7		50,500	51,000	51,250	51,500	51,750	52,000	52,250	52,750
8		52,500	53,000	53,250	53,500	53,750	54,000	54,250	54,750
9		53,500	54,000	54,250	54,500	54,750	55,000	55,250	55,750
10		54,500	55,000	55,250	55,500	55,750	56,000	56,250	56,750
11		56,000	56,500	56,750	57,000	57,250	57,500	57,750	58,250
12		61,000	61,500	61,750	62,000	62,250	62,500	62,750	63,250
13		65,000	65,500	65,750	66,000	66,250	66,500	66,750	67,250
14		72,000	73,000	73,500	74,000	74,500	75,000	75,500	76,500
15		79,000	80,000	80,500	81,000	81,500	82,000	82,500	83,500
16		88,000	89,000	89,500	90,000	90,500	91,000	91,500	92,500
Top		98,500	100,000	101,000	102,000	103,000	104,000	105,000	106,500

**SALARY SCALE FOR ALL BARGAINING UNIT MEMBERS 2021-2026 BACHELORS +24**

<b>Step</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
1	45,000	45,500	47,500	51,000	52,000
2	46,000	46,500	48,500	52,000	53,000
3	47,000	47,500	49,500	53,000	54,000
4	48,000	48,500	51,500	54,500	55,500
5	49,000	49,500	53,000	56,000	57,000
6	50,000	50,500	54,500	57,500	58,500
7	51,000	51,500	56,000	59,000	60,000
8	53,000	53,500	57,500	60,500	61,500
9	54,000	54,500	59,000	62,000	63,000
10	55,000	55,500	60,500	63,500	64,500
11	56,500	57,000	62,000	65,000	66,000
12	63,500	63,500	63,500	66,500	67,500
13	65,500	65,500	65,500	68,000	69,000
14	72,500	72,500	72,500	73,500	74,500
15	79,500	79,500	79,500	80,500	81,750
16	88,500	88,500	88,500	89,500	90,750
17	100,500	101,500	102,500	106,000	107,500

### **Mental Health Therapist Salary**

Prior to the ratification of this collective bargaining agreement between both parties, all Mental Health Therapists were receiving compensation and benefits according to the Memorandum of Understanding (MOU) by and between the Keystone Oaks School District and the Keystone Oaks Education Association, PSEA/NEA agreed upon on March 17, 2020; the Mental Health Therapists will receive compensation according to this agreement once ratified.

The Mental Health Therapists will receive insurance benefits listed in Article XXIX.B, C and D, which will apply from the 2021-2022 school year onward.

#### **B. Bargaining Unit Member Step Placement**

1. Step 1 represents the entry level salary for new bargaining unit members entering into a contract or employed as long term substitutes. Professional employees with no experience recognized by the District will start at Step 1. Bargaining unit members, including long term substitutes, will progress one step in the salary scale with each year of experience, consistent with applicable provisions of this Agreement.
2. The parties agree that the District, upon recommendation of the Superintendent, reserves the right to place a newly hired bargaining unit member at any step of the salary schedule. This right extends to the placement of bargaining unit members newly added to the scale. In the event a newly hired bargaining unit member 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 member, 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 the Agreement.

#### **C. Definitions Pertaining to Educational Attainment Beginning in 2021-2022**

1. Professionals that have not yet received their mandatory 24 credits in pursuance of their level 2 certificate will earn \$500 less in annual salary relative to the B+24 wage scale presented above in Article XXVI, Section A.
2. All bargaining unit members who have earned a Master's Degree from an accredited college or university or a certificate of equivalency from the Department of Education receive an additional annual salary as outlined in the chart below, relative to the B+24 wage scale presented above in Article XXVI, Section A.
3. Additional graduate credits earned after that degree or equivalent will also receive additional salary relative to the B+24 wage scale presented above in Article XXVI,



Section A., as below. Course grades must be B or better or Pass in a Pass/Fail Course.

**Annual Salary Adjustments for Added Credits**

Steps	B	M	M+12	M+24	M+36	M+48	M+60	PhD
1 to 13	-500	500	750	1,000	1,250	1,500	1,750	2,000
14 to 16		1,000	1,500	2,000	2,500	3,000	3,500	4,000
17		1,500	2,250	3,000	3,750	4,500	5,250	6,500

\*Based on educational attainment, an Employee can earn one of the above stipends. These stipends will be divided and paid on the same schedule as salary. If any of these educational levels are attained during a year, the adjustment will be prorated.

Members who have earned their National Board Certification will receive \$3,000 in additional annual salary. Those individuals who have earned their National Board Certification will be required to provide ten hours of professional development, to their colleagues in collaboration with District administration. Should these ten hours of professional development occur outside of the normal workday, the individual who earned their National Board Certification and is providing the professional development will not be eligible for additional compensation.

4. College level undergraduate credits will be accepted as qualifying for additional salary as defined herein 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 current areas of certification 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. 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.

**D. 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. Dental insurance premium
9. Medicare
10. Any other deduction agreed to by the District and the Association

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) dollars.

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.

#### **E. Retirement Allowances**

A bargaining unit member who retires after having completed at least ten (10) years of service as an 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.

#### **F. Staffing and Retirees**

On an annual basis, on or after March 1<sup>st</sup>, the Association may request a meeting to discuss student enrollment, potential staffing changes, and any retirement incentive the District may be considering.

#### **G. Additional wages and benefits**

Members of the bargaining unit who were employed during the 2020-2021 school year and continue to be employed as of the effective date of this Agreement, who began the 2020-2021 school year at step 17 of the pay scale, and who were classified at Masters +12, Masters+24, Masters+36, Masters+48, Masters+60, or PhD., shall receive a one-time lump-sum payment in the form of a stipend, subject to any and all applicable deductions, in the first pay period of the 2021-2022 school year, which will occur in September 2021. The lump sum payment will be based upon the differential in the Annual Salary Adjustments for Added Credits applicable for the years 2021-2022 through 2024-2025 as compared the Adjustments which were applicable during the 2019-2020 school year. Said lump sum stipend will not be provided for any period beyond the 2024-2025 school year. The payment, once made to the affected employee, shall not be subject to reduction in the event said employee ceases employment with the District any time prior to the completion of the 2024-2025 school year.

By way of example, an employee who began the 2020-2021 school year at step 17 of the pay scale, and who was classified at Masters +36, shall receive a one-time lump-sum payment in the amount of \$3,000 (\$750 differential in the Annual Salary Adjustments for Added Credits multiplied by four (4) years).

## H. Signing Bonus

All current employees within the bargaining unit who were employed during the 2020-2021 school year shall receive a Signing Bonus subject to any and all applicable deductions, comprised of One (1%) Percent of the 2020-2021 base pay which was applicable to the employee, but not inclusive of any column movement which may have occurred in the interim based upon receipt of additional credits. Said Signing Bonus payment shall be made no later than May 31, 2021.

## ARTICLE XXVI

### ADDITIONAL COMPENSATIONS

1. **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 bargaining unit members input. Assigned bargaining unit members will be paid \$50.00 per hour in the 2020-2021 school year, \$49.00 per hour in the 2021-2022 school year, \$48.00 per hour in the 2022-2023 school year, \$47.00 per hour in the 2023-2024 school year, \$46.00 per hour in the 2024-2025 school year, and \$45.00 per hour in the 2025-2026 school year and thereafter for providing the service of reviewing and writing curriculum outside of the professional work day at the direction of Administration. Grade Level/Department Leaders who are involved in the curriculum review/process, and who are being compensated in accordance Article XXVII, shall not be eligible for the compensation provided in this paragraph.
2. **Participation in Workshops, IEPs, Seminars** - Bargaining unit members who are required to participate in workshops, IEPs, seminars, or similar activities of a professional nature, beyond their contractual 193 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 in the 2020-2021 school year, \$49.00 per hour in the 2021-2022 school year, \$48.00 per hour in the 2022-2023 school year, \$47.00 per hour in the 2023-2024 school year, \$46.00 per hour in the 2024-2025 school year, and \$45.00 per hour in the 2025-2026 school year and thereafter.
3. **Expansion of Work Year** - The District may expand any bargaining unit members' work year up to fifteen (15) days with the agreement of the employee. However, Mental Health Therapists may be required to work outside of the regular school year in an amount not to exceed two hundred twenty-five (225) days. 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. Due to the nature of the position, Mental Health Therapists may receive shorter notice. Additional workdays must be

scheduled at the end of the school term or immediately prior to the beginning of a school term only. Additional work days will be utilized in full or half day units, not hourly units. Pay for additional work days will be at the per diem rate. 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.

4. **District Inability to Provide a Substitute** – The District assumes the responsibility for providing a substitute. In the event that bargaining unit members are required to forfeit their daily guaranteed planning/preparation time or are required to cover two (2) academic classes at one (1) time, the affected bargaining unit member shall be compensated \$50.00 per occurrence.
5. **Supplemental Academic Programs** - All District student-based supplemental academic programs operated outside of the regular school curriculum and day, if renewed annually, will be payable at \$50.00 per hour in the 2020-2021 school year, \$49.00 per hour in the 2021-2022 school year, \$48.00 per hour in the 2022-2023 school year, \$47.00 per hour in the 2023-2024 school year, \$46.00 per hour in the 2024-2025 school year, and \$45.00 per hour in the 2025-2026 school year and thereafter. Such programs and initiatives may include, but are not limited to, After School 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.
6. **Mentors** - Mentors as set forth in Article XXXVIII shall receive a \$725 stipend per year.
7. **Statutory Required Student Plans**

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 B.1 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 according to Paragraph 2 herein above.

The District shall provide in-service training to all bargaining unit members involved with students having IEPs, or others as mentioned in Paragraph 2 herein 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 according to Paragraph 2 herein above.

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 students and Chapter 15 handicapped students 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 according to Paragraph 2 herein above.

All synchronous or asynchronous learning assigned or required outside of the regular work day or year will be in accordance with Paragraph 2 herein above.

## **ARTICLE XXVII**

### **GRADE LEVEL/DEPARTMENT LEADERS**

The positions of Curriculum Leader / Department Liaison shall be maintained and compensated in the 2020-2021 school year as described in the Keystone Oaks Education Association Collective Bargaining Agreement 2017-2020 and thereafter abolished and replaced with the following positions:

#### **Grade Level/Department Leaders**

The District reserves the right on, an annual basis, to fill or not to fill these positions at its discretion as determined by the Superintendent and his/her designee. The District reserves the right annually to retain the same employee for a position or declare a position filled without being subject to the grievance process. The District reserves the right to remove anyone from these positions for failure to perform the essential duties outlined in the position descriptions.

Grade Level/Department Leaders will be compensated at \$2,250 annually.

When Grade Level/Department Leaders are involved with the development of curriculum through a formal curriculum review process, as directed by the Administration, those leaders will be compensated an additional \$750 annually. If such process is completed less than or greater than an annual basis, such compensation will be prorated through collaboration with the Superintendent and/or his/her designee and the Association President.

It is at the discretion of the Administration to determine how many Grade Level Leaders would be involved in a curriculum review process at the Elementary Level. If at the elementary level there is more than one curriculum review occurring at the same time, then a Grade Level Leader who may be involved with more than one review will be compensated an additional \$750 annually.

It is at the discretion of the Administration to determine that another individual, other than Department Leader, should be involved in a curriculum review in an academic area that is

combined with other areas. In this case, it will only be the individual directly involved in the review who will be eligible for the \$750.

Leaders:

Grade Level:

- Kindergarten
- First
- Second
- Third
- Fourth English/Language Arts and Social Studies
- Fourth Mathematics and Science
- Fifth English/Language Arts and Social Studies
- Fifth Mathematics and Science

Grade level leaders will cover Elementary Title I and ESL for their grade levels.

Departments:

- Middle School English/Language Arts
- Middle School Mathematics

- English 9 – 12
- Mathematics 9 – 12
- Science 6 – 12
- Social Studies/Secondary ESL 6 – 12

- Special Education K – 5
- Special Education 6 – 8
- Special Education 9 - 12

- STEAM/Computer and Data Science/Technology Education K – 12
- Humanities (Art and Music) K -12
- Wellness (Physical Education and Family Consumer Science) K - 12
- Student Services (Counselors/Psychologists/Nurses/Mental Health Therapists) K – 12
- Library/Career Advisor/Business/World Language K – 12

\*All bargaining unit members will be represented by a grade level or department leader.

## ARTICLE XXVIII

### EXTRA DUTY COMPENSATION FOR EXTRACURRICULAR ACTIVITIES AND INTERSCHOLASTIC ATHLETICS

#### A. General Guidelines

1. Throughout this article extracurricular activities and interscholastic athletics will collectively be referred to as activities and their sponsors and coaches will collectively be referred to as positions. When referring specifically to extracurricular activities, it will be so stated.
2. Notification of activities positions will be consistent with Article X, A. Employee participation in these activities shall remain voluntary. Association staff will be notified before outside personnel are considered. The best available candidate will be assigned to the position. The District reserves the right to not fill positions or combine such positions. Furthermore, the District may also institute an old position or create a new one.
3. Extracurricular activities are defined as those activities that are not wholly associated with a District course. The activity should extend beyond the work and topics covered in the course syllabus and participation should not be required as part of the grading rubric.
4. In cases where release time is stipulated for assignments herein, such time shall be scheduled.
5. 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 Keystone Oaks Education Association bargaining unit members.
6. 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 activity will be the sole responsibility of the District as to defense and penalties.
7. 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.



8. Salaries for the positions established by this agreement shall be paid in the following manner:
  - a. Fall Activities, which shall be defined as those 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 Activities, which shall be defined as those activities whose seasons are completed or nearly completed by the first pay date of February, shall receive their compensation on the last pay date of February.
  - c. Spring Activities, which shall be defined as those activities whose seasons occur predominantly after Winter Activities, shall receive their compensation on the last pay date in May.
  - d. Year-long activities, which shall be all those 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 include all appropriate deductions. A breakdown of each assignment shall be included with the pay stub.
  - g. 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 activities. It is further agreed that new bargaining unit members hired will be evaluated and chosen based on their professional credentials, not on their coaching and/or ability to promote an activity.
9. Should an extension of a competitive season occur the head coach shall be paid \$100 per week in addition to their extra duty compensation listed herein. A pool equal to \$100 multiplied by the max number of paid assistants, as indicated in D.6 below, shall be distributed among any paid assistants for an extension of the competitive season per week.

For example, if a 2-week extension of a competitive season occurs, the head coach shall receive \$200 (2 x \$100) in additional compensation. If the max number

of assistants in D.6 below is 4, then a pool of \$800 (2 weeks x 4 max asst. x \$100) shall be distributed among any paid assistants.

10. As positions become vacant the District and Association will meet to determine if the open position should be filled or eliminated considering the number of participants and district enrollment. The final decision will rest with the District.
11. 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.

**B. Support Positions and Compensation**

For each year of this Agreement, each position listed below will be paid the following amounts or pools of money.

Aquatics Facilitator	3,050
Athletic & Activities Programs Facilitator *	13,000
Events Facilitator *	4,700
Weight room Facilitator	3,050
Auditorium Facilitator	5,000
Bus Duty (before or after school) **	1,450

\* For audit purposes, the athletic & activities facilitator and events facilitator must be separate individuals.

\*\* This stipend reflects the total amount paid to the bargaining unit member if he/she performs this duty for the entire school year. This amount does not reflect payment for a bargaining unit member who performs this duty periodically throughout the year.

**C. Positions and Compensation**

1. Positions are established annually by the Board on recommendation from the Superintendent according to Board policies 122 (Extracurricular Activities) and 123 (Interscholastic Athletics).
2. In 2020-2021, compensation will be frozen at 2019-2020 levels. From 2021-2022 onward, compensation will be per the Five Star system detailed in Section D.
3. Activities that interfere with instructional time during the school day must be coordinated with the Principal.

4. Sponsors will be required to submit a monthly report to the appropriate building administrator as defined in administrative procedures. Sponsors of clubs and activities that do not meet over the course of the entire year, as evidenced by their monthly reports, will receive a pro-rated stipend. Additionally, if a sponsor fails to submit two consecutive reports, the District has the right to remove the sponsor and advertise the position.
5. The District retains the sole right to eliminate any activity if, over a two-year period, the average roster, meaning the actual number of students attending meetings as verified through a sign-in sheet, falls below twelve (12) students. If an activity is eliminated due to low enrollment, that activity, if restarted, must go through reinstatement as a new activity. Previous Star status, assistants assigned, or pay shall not apply.

**D. The Five Star System**

The data used for determining Star Score for the upcoming school year will be collected for the previous school year by the District, except in the case of 2021-2022 which will be based on data collected for 2019-2020. The Superintendent or their designee and the President of the Association or their designee shall meet to discuss the collected data prior to the Superintendent making an official recommendation to the Board.

An activity's Star status will be confirmed at the start of its season or school year. Should the criteria dictate a change in Star status from the previous year, the previous Star status will be retained, but will be changed the following year if it has not reverted to its previous level. Proposed level changes will be reported to the association and head coaches/sponsors as soon as they are determined. The school board will note all level changes at the regular board meeting where the assignment is approved. In no event will a change in star status result in retroactive changes to prior years' salaries.

1. All board approved positions will be considered by the board for Star status.
2. Compensation for employees in these positions shall be determined through a plan that takes into consideration the following criteria:
  - 1) Number of participants
  - 2) Hours of time required outside of the normal workday
  - 3) Equipment and materials responsibility
  - 4) Max # of assigned paid assistants – as detailed below in Section 6.
  - 5) Revenue generated for the District from admissions and/or rental income for regular KO based events hosted by an activity in which the activity participates.

All positions will be ranked on these five criteria and a total Star score will be calculated as detailed in Appendix B.

3. Each head coach or sponsor will then be compensated as follows in each applicable year of the Agreement:

<u>Star Score</u>	<u>Salary</u>
5	\$8,500
4	\$6,500
3	\$5,000
2	\$3,000
1	\$1,500

4. If there are discrepancies in Star / salary assignment between equivalent boys and girls activities, the higher Star / salary is applied to both.
5. Each head coach or sponsor will also be given a pool of money to distribute amongst assistants if applicable according to item 6. That pool is calculated as follows:

$$(\text{Head coach or sponsor salary}) * (\text{Max \# of assigned paid assistants}) * (0.5)$$

A head coach or sponsor may choose to increase the pool of money for assistants by reducing his / her salary, with board approval. A head coach or sponsor may not reduce the pool of money in order to increase his / her salary. All head coaches of a District funded High School Varsity sport, under jurisdiction of the PIAA or WPIAL, will be compensated at a minimum of a 3 Star rating.

6. The max # of assigned paid assistants for the following currently operating activities are shown. For all other existing or newly added activities, the default value is zero unless otherwise voted on by the Board of School Directors.

<u>Activity</u>	<u>Assts</u>	<u>Activity</u>	<u>Assts</u>
Baseball (HS)	2	Musical (HS)	6
Basketball B (HS)	1	Soccer B (HS)	2
Basketball B (MS)	1	Soccer B (MS)	1
Basketball G (HS)	1	Soccer G (HS)	2
Basketball G (MS)	1	Soccer G (MS)	1
Cheer (HS) *	1	Softball (HS)	1
Cross Country (HS)	1	Softball (MS)	1
Football (HS)	6	Swimming B & G (HS)	1
Football (MS)	2	Tennis B (HS)	1
Golf (HS)	1	Tennis G (HS)	1
Intramurals (Aiken)	1	Track B & G (HS)	4

Intramurals (Dormont)	1	Track B & G (MS)	3
Intramurals (MS)	1	Volleyball B (HS)	1
Intramurals (Myrtle)	1	Volleyball G (HS)	1
Marching Band	3	Volleyball G (MS)	1
Musical (Elementary)	2	Wrestling (HS)	1
Musical (MS)	4		

\*Excluding dance position

7. The max number of paid assistants as outlined in item 6 above is for Star calculations. The actual number of assistants may be more or less as long as the total pool of money going to assistants for each activity remains the same.

## ARTICLE XXIX

### 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 medical insurance as per the Allegheny County School Health Insurance Consortium (ACSHIC) Community Blue Flex EPO to all bargaining unit members 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:

2020-2021	9% of premium
2021-2022	10% of premium
2022-2023	10.5% of premium
2023-2024	11.25% of premium
2024-2025	12% of premium
2025-2026	13% of premium

If an 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 an 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.

**C. 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:

2020-2021	9% of premium
2021-2022	10% of premium
2022-2023	10.50% of premium
2023-2024	11.25% of premium
2024-2025	12% of premium
2025-2026	13% of premium

If an 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.

**D. 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:

2020-2021	9% of premium
2021-2022	10% of premium
2022-2023	10.50% of premium
2023-2024	11.25% of premium

2024-2025	12% of premium
2025-2026	13% 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 employees to purchase a more comprehensive vision insurance plan as available.

**E. Staff Development Options**

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

**1. Partial Tuition Reimbursement**

The District shall reimburse bargaining unit members ninety percent (90%) of the tuition costs incurred for graduate study if a grade of "A" is achieved, and fifty percent (50%) if a grade of "B" is achieved. The total reimbursement shall not exceed \$6,000 per year. Any grade lower than a "B" will receive no compensation. Bargaining unit members must not be rated Needs Improvement or Failing (based upon the most recent evaluation at the end of the grading period for which the bargaining unit member is seeking reimbursement) unless the coursework is part of a Performance Improvement Plan. Coursework must be completed through an accredited institution and applicable to required certification in Pennsylvania. Prior to participating in any graduate study program for the purpose of partial tuition reimbursement, the bargaining unit member 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. Payment to the bargaining unit member will be made by separate check in the month following acceptance of the documentation. Bargaining unit members who complete a degree or new certification must serve one year with the District prior to resigning or return the reimbursement to the District.

**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;
- 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 time may be utilized, but not the planning/preparation time;
- 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.

### 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.

## ARTICLE XXX

### **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 XXXI**

### **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 apply 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. Attendance at conferences are at the discretion of the Superintendent and/or his/her designee.

## **ARTICLE XXXII**

### **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 XXXIII**

### **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 XXXIV

### MEMBERSHIP DUES DEDUCTIONS

#### 1. 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 bargaining unit member who is hired after October 1 may have Association dues deducted beginning with his/her second computed paycheck.

#### 2. 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.

#### 3. 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.

#### 4. Dues Deduction Authorization

The District will honor such authorization pursuant to the maintenance of membership agreement. Per Act 195, this authorization will remain in effect unless canceled in writing fifteen (15) days prior to the expiration of the Collective Bargaining Agreement.

#### 5. 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.

## ARTICLE XXXV

### 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 shared with the Superintendent and Association President for review. Minutes will be shared with individual bargaining unit members upon request. 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. Professionalism
2. District Goals
3. Building Standards and Expectations
4. Graduation Requirements
5. Professional Development and District Induction
6. Data Collection
7. Building Morale and School Pride
8. Parent Communication and Interaction
9. Building Resources
10. Student Activities and Athletics

### **Composition**

All positions shall be voluntary. Elections will take place every two years. Any vacancies will be appointed by the building administrator in collaboration with KOEA building representatives until the next scheduled election.

#### **A. Elementary**

(Five employees)

1. One elected bargaining unit member representing primary grade teachers for core subjects (K-2).
2. One elected bargaining unit member representing intermediate grade teachers for core subjects (3-5).
3. One elected bargaining unit member representing special area teachers (K-5).
4. One elected bargaining unit member representing Special Education and non-teaching professionals.
5. One building administrator.

## **B. High School**

(Seven employees)

1. One elected bargaining unit member representing the English Department.
2. One elected bargaining unit member representing the Math Department.
3. One elected bargaining unit member representing the Science Department.
4. One elected bargaining unit member representing the Social Studies Department.
5. One elected bargaining unit member representing elective teachers.
6. One elected bargaining unit member representing Special Education and non-teaching professionals.
7. One building administrator.

## **C. Middle School**

(Five employees)

1. One elected bargaining unit member representing sixth grade teachers for core subjects and Special Education.
2. One elected bargaining unit member representing seventh grade teachers for core subjects and Special Education.
3. One elected bargaining unit member representing eighth grade teachers for core subjects and Special Education.
4. One elected bargaining unit member representing elective teachers and non-teaching professionals.
5. One building administrator.

## **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. The building academic councils can make recommendations regarding 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. Meeting Agendas will follow the format below:

### **I. Old Business:**

- A. Review of last meeting's notes
- B. Resolution of Unresolved Issues

### **II. New Business:**

- A. Presentation of new issues
- B. Resolution of new issues

### **III. Recommendations:**

- A. For the current school year
- B. For future school years

## ARTICLE XXXVI

### **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 upon request, 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. New Initiatives**

The District and the Association agree to meet and discuss 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. Partial Payment of Stipends**

Any and all stipends, including but not limited to Extra Duty Compensation for Extracurricular Activities and Interscholastic Athletics, payment for Curriculum/Department Leaders/Department Liaisons, and any other stipend constituting additional compensation which is not paid at an hourly rate, will be paid on a prorated basis in the event the employee performing such duties provides such service for less than the established full period of the activity or service. By way of example, if the employee provides only 6 months of services for an activity which is based upon a 9-month period (September through May), the employee shall be eligible to receive only two-thirds (2/3) the full amount of the applicable stipend.

If the Board approves, by way of official vote, that a stipend is to be given and an event(s) occurs that is beyond the District's reasonable control, then the stipend shall not be prorated and the full amount will be given. Events beyond the District's reasonable control shall include: riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion. The Superintendent shall have full discretion to determine if modifications, such as postponement and/or other changes can be made to continue the duty and stipulate full compensation of the stipend. For example, if an event can be held at a later date, but the individual receiving the stipend refuses or cannot complete the duty at that later date, the individual will only receive a prorated portion of the stipend.

## **ARTICLE XXXVII**

### **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 XXXVIII

### MENTORS

Experienced bargaining unit members who volunteer their time and talent to help either the beginning bargaining unit members or the struggling bargaining unit members offer the District an invaluable service. Their support can promote and create the excellence which exists throughout the Keystone Oaks School District.

A. By nature of the role, mentors will be working closely with the Administration, but nothing said or written by the mentor shall be used in the evaluation of a beginning bargaining unit member/struggling bargaining unit member to support or cause an unsatisfactory rating, nor shall any statement of a mentor be placed in a personnel file.

B. Administration will provide guidelines and materials to the mentors outlining their responsibilities within the mentor program.

C. The Administration shall assign to each beginning bargaining unit member as defined herein a mentor during his/her first two years of employment as such with the District. Mentors shall be assigned to struggling teachers consistent with Article VII of this agreement.

## ARTICLE XXXIX

### 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.

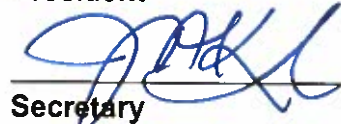
IN WITNESS WHEREOF, the District has caused this Agreement to be signed by its President and attested by its Secretary and sealed, and the Association has caused this Agreement to be signed by its President and its Secretary, all on the day and year first written above.

(Signatures of Parties Appear on Next Page)

KEYSTONE OAKS  
SCHOOL DISTRICT

  
\_\_\_\_\_

President

  
\_\_\_\_\_

Secretary



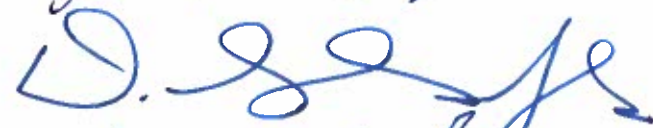
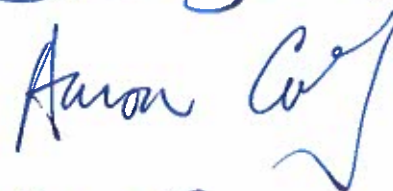

KEYSTONE OAKS  
EDUCATION ASSOCIATION

  
\_\_\_\_\_

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 the interpretation or application of a provision of this Agreement. A dispute which does not arise out of the 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.

#### 7. Representation

Any aggrieved person shall be represented at Levels One, Two, and Three of the grievance procedures 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.

#### 8. 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 the 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.

## APPENDIX B

### DETAILED FIVE STAR CALCULATIONS

#### i. Definitions

1. Number of participants – Final number of participants reported by the principal to the board
2. Hours of time required outside of the normal workday - for practices, competitions and preparation, which may include offseason preparation, as determined by principal, and reported annually to board
3. Equipment and materials responsibility. Selected from the below list by the superintendent.
  - a. No responsibility – 1
  - b. Basic expense items – 2
  - c. Moderate expense and / or minor long-lived items – 3
  - d. High expense and / or moderate long-lived items – 4
  - e. High expense and / or high long-lived items and / or frequent uniform care – 5
4. Max # of assigned paid assistants – as previously detailed in Article XXVIII D.6.
  - a. Activity is not shown – 1
  - b. 1 Assistant – Score 2
  - c. 2 Assistants – Score 3
  - d. 3 Assistants – Score 4
  - e. > 3 Assistants – Score 5

#### ii. Scoring Criterion –They are assigned a score as follows:

1. Number of participants – Activities that will be cancelled for the upcoming school year due to low 2 average year enrollment will first be removed from the list. Quintiles\* will be computed on the remaining distribution of participant numbers per each activity.

For example, if quintiles 0.2, 0.4, 0.6, 0.8 and 1 are calculated for the distribution, the upper limit of each quintile may be 14, 17, 20, 30, and 100. An activity with 14 or less participants will be assigned a 1. Activities with 17, but greater than 14 participants will be assigned a category 2 and so on.

2. Hours of time required outside of the normal workday – Quintiles\* will be computed on the distribution of total hours in the same manner as described above for participation category assignment.

3. Equipment and materials responsibility. Scoring as assigned.
4. Max # of assigned paid assistants. Scoring as assigned.
5. Revenue – Activities that generate no revenue for the District from admissions and/or rental income will be assigned a 1. Quartiles\*\* will be calculated on the remaining distribution.

For example, if quartiles 0.25, 0.5, 0.75, and 1 are calculated for the distribution, the upper limit of each quartile may be \$2500, \$4000, \$9000, and \$19000. An activity generating revenue equal to or less than \$2500 will be assigned a 2. Activities with revenue of \$4000, but greater than \$2500 will be assigned a category 3 and so on.

iii. **Star Calculation** – Each activity will have its Star rating calculated in this way:

1. The scores for items 2-5 above will be added together and multiplied by 2.
2. The result will be added to the score from item 1 above.
3. This result will be divided by 9.
4. This result will be rounded to the nearest whole number.
5. This result is its final Star calculation.

\* The upper limit of each quintile can be calculated using the Microsoft Excel function:

PERCENTILE.INC(range,0.2)  
PERCENTILE.INC(range,0.4)  
PERCENTILE.INC(range,0.6)  
PERCENTILE.INC(range,0.8)  
PERCENTILE.INC(range,1)

\*\* The upper limit of each quartile can be calculated using the Microsoft Excel function:

PERCENTILE.INC(range,0.25)  
PERCENTILE.INC(range,0.5)  
PERCENTILE.INC(range,0.75)  
PERCENTILE.INC(range,1)