Agreement

Between
THE PENN HILLS SCHOOL DISTRICT
and
THE PENN HILLS
EDUCATION ASSOCIATION

November 27, 2018
through
June 30, 2021

260 Aster Street
Pittsburgh, PA 15235
Allegheny County
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PREAMBLE

This Collective Bargaining Agreement, dated November 27, 2018 between the PENN HILLS SCHOOL DISTRICT, (hereinafter called the “School District”), and the PENN HILLS EDUCATION ASSOCIATION, (hereinafter called the “Association”), is entered into in accordance with Article IX of Act 195 and Act 88 of the General Assembly of the Commonwealth of Pennsylvania, dated July 23, 1970.

ARTICLE I. TERM

A. Duration. The term of this Agreement, (hereinafter called the “current contract term), begins November 27, 2018 and expires on June 30, 2021. The School District and the Association may, by a duly executed extension agreement, provide for the term to a later expiration date.

B. Modification. Mutual Respect. The School District and the Association each declare that this Collective Bargaining Agreement embodies their entire settlement concluded in negotiations conducted in full compliance with the letter and spirit of Act 195 and Act 88. Accordingly, except as to any subject or subjects on which Act 195 and Act 88 may specifically require discussions during the contract term, the parties agree that the only negotiations upon which either party may insist between the date of this Agreement and the expiration of the current contract term are negotiations of an Agreement for the subsequent term.

C. Notices. Any notices provided for in this Agreement shall be addressed as follows:

Notices to the School District:

PENN HILLS SCHOOL DISTRICT
260 Aster St.
Pittsburgh, PA 15235

Notices to the Association:

PENN HILLS EDUCATION ASSOCIATION
250 Aster Street
Pittsburgh, PA 15235
D. **Rental Fee.** The Association agrees to pay to the School District the sum of Fifty Dollars ($50.00) per month for the use of an office assigned within the district so assigned to the use of the Association.

E. **Negotiations for Subsequent Contract.** Either party which shall desire to enter into negotiations with the other concerning bargain able issues provided for in Act 195 of the 1970 General Assembly and Act 88 of 1992 shall furnish written notice to the other party.

F. **Printing Agreement.** Copies of the Agreement shall be printed or shared electronically at the shared expense of the Board and the Association on a format similar to the printing of the previous contract. Decisions pertaining to the contract for printing services or electronic sharing shall conform to the current purchasing procedures of the School District.

**ARTICLE II. RECOGNITION**

The School District recognizes the Association as the employee organization certified by the Pennsylvania Labor Relations Board to be the exclusive and sole collective bargaining representative for all of the following Professional Employees in the unit: including art, music, speech, and physical education teachers; full-time certified elementary, secondary, and vocational classroom teachers; librarians, guidance counselors, nurses, behavior specialists, school psychologist, administrative assistants, and staff development. Excluded from the Bargaining Unit are all non-certified and non-licensed employees; all classified non-instructional personnel; all instructional supervisors; and management personnel.

The term “Professional Employee,” when used in this Agreement, denotes an employee who is a member of the collective bargaining unit aforesaid.

The Association recognizes the paramount responsibility of the Board of School Directors for the thorough and efficient operation of the Penn Hills School District under the appropriate laws of the Commonwealth, the legal and supervisory authority of the elected Board of School Directors, and the delegation of administrative functions to the management staff.

The School District and the Association recognize their responsibilities toward each other, to the community, and to the students for communicating, bargaining and carrying out their individual responsibility toward the implementation of a challenging and productive educational climate.
The administration of this Agreement is a matter of joint concern of both the School District and the Association.

For the duration of the 2018-2021 contract, vacant positions (staff development or singleton positions) that may become vacant due to attrition may be eliminated at the discretion of management upon consultation with the Association.

ARTICLE III. ASSOCIATION, RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. Information. The School District agrees to furnish to the Association in response to requests, available information to which any citizen or resident of the School District is now, or hereinafter, entitled to, by virtue of the School Code and other enactments of the General Assembly dealing with the citizen’s right to know. The Association’s request for such information will be delivered in writing, signed by the President of the Penn Hills Education Association, to the Superintendent at least five (5) working days prior to time of need. It is agreed that only such requests involving information readily available and not imposing an undue burden on the resources of the School District shall be honored. Any additional information which may be necessary for the Association to process any alleged grievance or complaint shall be made available by the Board.

B. Released Time for Meetings. Whenever any representative of the Association or any Professional Employee is mutually scheduled and approved by the district and association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, s/he shall suffer no loss in pay. Released time will extend for sufficient travel time to and from the meeting. Persons taking undue advantage will suffer a prorated loss of pay as determined by the Superintendent with proper justification.

C. Use of School Buildings. The Association and its representatives shall have the right to use school buildings during normal operational hours for meeting provided the use of the buildings does not conflict with already scheduled school functions. Requests for use shall be submitted to the local principal, and to avoid community conflicts, through the Facilities and Services office; subject, however, to the same rules, regulations, and restrictions, scheduling fees and costs which are imposed upon the citizens of the School District generally.

D. Bulletin Boards. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge, and/or teacher’s room. By mutual agreement, the Association shall also be assigned adequate space on the bulletin board in the
local school office for Association notices. Copies of all materials posted on such bulletin
boards shall be shown to the building principal and/or administrative staff, and shall bear the
signature of the person who is taking responsibility for the contents of the item so posted along
with the date. All such items shall be removed from the bulletin board(s) by the building
representative at the end of the effective period mutually established by the building principal
and building representatives.

E. **Mail Facilities and Mail Boxes.** The Association shall have reasonable use of
the interschool mail facilities, district computers and email and school mailboxes. However,
school materials and administrative reports shall be given priority in the event of conflict.

F. **Relationships of the Association and the School District.** In order to formalize
relationships of the Association and the School District to the highest level of mutual
cooperation, the Association agrees to the following:

1. The officers and membership of the Association agree to wholeheartedly
commit their efforts and support to the School District goals, personnel, and
educational program of the district in such a way as to most effectively improve
the level of excellence and educational opportunities for all pupils.

2. The school administration and the Association will initiate for the School Board
a procedure to select and properly recognize the outstanding elementary school
teacher-of-the-year, middle school teacher-of-the-year, the outstanding
secondary teacher-of-the-year, and the outstanding professional service
employee-of-the-year. Such selections shall be mutually agreed to by the
administration and the Association by May 1 of each school year and shall be
based upon criteria that embrace most outstanding attributes of the teaching
profession.

G. **Released Time for Association President.** In order to provide sufficient time to
the administration of this contract and to assist in maintaining a wholesome educational climate
in which children may learn, the President of the Penn Hills Education Association will be
assigned a 5/7 daily instructional day including one (1) planning period. The workday shall be
scheduled to the mutual satisfaction of the District and the Association.

In the event the President-elect is in a position that the release time would
necessitate the cost of additional staff, the District has the right to reassign the President for the
term of his/her office to a position in which the release time can be accommodated to eliminate any need for additional staff. Prior to such reassignment, the District shall meet with the Association to discuss possible assignments. The President can exercise his/her option to return to his/her original position.

H. **Right to Representation.** The building representative and/or local Association officer shall have the right to be present and represent any member of the Bargaining Unit provided such representation is requested by the Professional Employee.

I. **Leave-of-Absence-without-Pay for State or National Association Activities.** A leave of absence without pay or benefits of up to two (2) years shall be granted to one (1) employee, upon application, for the purpose of serving as president/president-elect, uniserv representative, or their equivalencies, of State or National Education Associations. The employee shall notify the District of his/her intent to take leave for this purpose at least ninety (90) days before the opening of the school year. Such notice shall set forth the duration of the leave, and the leave period shall begin on the first day of the employee school year. If said employee returns to the School District, s/he shall advance to the next step on the salary schedule.

**ARTICLE IV. NO STRIKE - NO LOCKOUT**

A. **Joint Responsibility of School District and Association.** Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act 195 and Act 88.

B. **Responsibility of Professional Employees.** During the current contract term, no Professional Employee shall either individually or as a part of concerted action engage in a strike or picketing against the Penn Hills School District as those terms are used in Articles III, XI, and XII of Act 195.

C. **Responsibility of the Association.** The Association agrees that it will not strike, as that term is defined in Act 195 or Act 88, during the term of this Agreement.

D. **Responsibility of the School District.** During the current contract term, the School District shall not conduct a lockout.
ARTICLE V. GRIEVANCE PROCEDURE

A. Definitions. For all purposes of this procedure, the following terms shall have their meanings set forth below unless the context clearly requires otherwise.

1. “Administration” shall mean the Superintendent, staff directors, principals, coordinators, and instructional supervisors, who work primarily with faculty.
2. “Aggrieved person” is the person (or persons) alleging the claim.
3. “Grievance” is defined as an official complaint by a member (or members) of the Bargaining Unit regarding the meaning, interpretation or application of any provision in this Agreement.
4. “Day” shall mean a calendar day of twenty-four (24) hours excluding Saturdays, Sundays, holidays, and recesses during the school year, but including weekdays during the summer recess.

B. Procedure.

Level 1.

The Professional Employee shall raise shall meet and discuss his/her alleged grievance orally with his/ her building administrator or appropriate supervisor within five (5) days of alleged occurrence, who will, in turn, respond orally within two (2) days.

Level 2.

If the Professional Employee is not satisfied with the results of Level 1, s/he must file a written appeal via the association to the District within five (5) days, listing the nature of the event, time, personnel involved, section of the contract allegedly violated, and other appropriate information. The appropriate division Director, or his/her designate, will set a time and place for a meeting with the aggrieved person and his/her representative from the Association within ten (10) days of the receipt of the written statement. A decision will be rendered in writing within five (5) days after the conclusion of the meeting.

Level 3.

If the aggrieved person is not satisfied with the results of Level 2, s/he may submit his/her written appeal via the association within five (5) days to the Superintendent of Schools, or his/her designate, who will convene a formal conference, including staff representatives, Association representatives, the
aggrieved person, and/or members of the Board of School Directors, within fifteen (15) days of the receipt of the written appeal. A written decision will be rendered within five (5) days after the hearing.

Level 4.

If the grievance has not been settled at Level 3, the Professional Employee may make a written request to the Association to refer the grievance to arbitration. If the Association decides to have the grievance arbitrated, it must inform the School District of its intention to arbitrate, in writing, within fifteen (15) days after the date of the decision at Level 3. In order to refer the matter to arbitration, the Association shall file the notice with the Bureau of Mediation in the manner and form provided by the rules of the Bureau of Mediation. Thereafter, all proceedings shall be governed by the rules of the Bureau of Mediation, including, but not limited to, the selection of an arbitrator. In the event the parties are unable to select by mutual agreement an arbitrator from the lists of the Bureau of Mediation, the arbitrator shall be administratively appointed by the Bureau of Mediation.

C. Arbitration. The arbitrator shall have no authority to alter, change, vary, amend, or modify any term of the collective bargaining Agreement. The decision of the arbitrator must be within the scope of his authority and confined to the grievance as submitted for his determination. The expense and compensation of the arbitrator shall be borne equally by the School District and the Professional Employee, or, if the Professional Employee is a member of the Association, by the Association.

D. Group Grievance. If the grievance affects a group or class of Professional Employees in the Bargaining Unit, the Association may submit such grievance in writing directly at Level 2, provided that for the preservation of the record, sequence and specificity of testimony, one (1) employee is designated as grievant-of-record. The grievance procedure will then proceed as indicated above.

E. Association Participation. Any aggrieved person may be represented at all levels of the grievance procedure by a representative of the Association and/or PSEA counsel. When a Professional Employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
F. **Right to Counsel.** When either the Association or district elects to have counsel present at any level of the grievance procedure, s/he/they must so advise the other party of such intent at least three (3) days prior to the date of hearing.

**ARTICLE VI. JUST CAUSE PROVISION**

No Professional Employee shall be disciplined, publicly reprimanded, discharged or reduced in rank or compensation without just cause following a ninety (90) day probationary period for new hires. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action shall be made available to the Professional Employee involved, and with his/her consent, the Association.

**ARTICLE VII. SEPARABILITY CLAUSE**

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 the law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE VIII. NON-DISCRIMINATION**

A. **General Commitment.** It is the continuing policy of the School District and of the Association that the provisions of this Agreement shall be applied to all Professional Employees without regard to race, color, religious creed, sex, marital status, age, handicap, or national origin. (Reference: School District Policy)

B. **Act 195 and Act 88 Rights.** Neither the School District nor the Association shall discriminate against any Professional Employee because of the exercise of rights declared for such employee in Act 195 and Act 88 or because of such Professional Employee’s forbearance from the exercise of such rights.

C. **Association Membership.** The School District shall not discriminate against any Professional Employee on the basis of his/her membership in the Association or his/her Association activities, which do not conflict with his/her teaching duties or with the terms of
this Agreement. The School District shall not discriminate against any Professional Employee because of his/her forbearance from such membership or activities.

ARTICLE IX. PROTECTION OF PENNSYLVANIA STATUTORY LAW

The parties have not included in their collective bargaining those provisions of Pennsylvania Statutory Law, including the Pennsylvania School Code, which establish wages, hours, and other terms and conditions of employment and which, but for such statutory enactments, would be subjects of compulsory collective bargaining under the terms of Act 195 and Act 88. Although some matters provided for by statute are briefly referred to in this Agreement, it is the intention of the parties to avoid incorporating statutory provisions as terms of the Agreement. This exclusion does not detract from the continuing commitment of the parties to adhere to those provisions of Pennsylvania Statutory Law which govern the rights, duties, and immunities of the parties and of the Professional Employees, and which have not been repealed by Act 195 or Act 88. Accordingly, when terms and conditions of employment of Professional Employees, or minimal standards, are mandated by statute, such terms, conditions and standards, though not part of this Agreement, will be observed.

ARTICLE X. PROFESSIONAL QUALIFICATIONS, TRANSFERS, & ASSIGNMENTS

A. Qualifications. All candidates for professional positions will be considered for employment by the Penn Hills School District only after having satisfied those requirements for such positions as set forth in the Pennsylvania School Code, and/or in certification regulations of the Pennsylvania Department of Education.

B. Transfer of Professional Employee.

1. It is important that School District personnel be assigned where they have the greatest opportunity to succeed in their work, to fulfill their personal and professional interests and aspirations, and to make the maximum contribution to the ongoing educational program of the Penn Hills School District. However, the pupils in all grade levels, and in all schools, deserve the advantage of competent, experienced, highly qualified teachers; and such criteria must be considered in determining the assignment of professional personnel.

2. Vacancies in positions in the Organization of the Penn Hills School District that are a part of the Bargaining Unit will be filled by candidates who give promise of making the most effective contribution to the educational program. To promote
balance in the staff, the Superintendent’s Office will maintain a list of Professional Employees who wish consideration when there occur opportunities for transfer to other assignments in the Bargaining Unit. Professional Employees who wish to appear on this list shall make their desire known in writing through their principal to the appropriate Director, and may file one (1) copy of said request with the Association. Such written notice shall set forth the reasons for the request for transfer consideration, the school, grade, or position sought, and the employee’s qualifications. The School District shall acknowledge the receipt of all written requests within thirty (30) calendar days of the date on which the request was received by the appropriate Director.

3. All professional personnel will keep the Central School District office informed regarding any changes in their professional status, certification, additional professional activities, and qualifications.

4. Involuntary transfer is defined as a transfer from one grade to another, from one building to another, or from one area of certification to another without employee consent. Involuntary transfers will only be made when current staff outnumbers positions available in grade, subject, building, or area of certification. When it becomes necessary to effect an involuntary transfer, a conference shall be held between the Professional Employee and the appropriate Director, and/or his/her designate, to explain the reason for the transfer. The decision for the transfer shall be based upon the following criteria:
   a.) Evaluation of the Professional Employee’s qualifications and past performance
   b.) Present grade level or area of certification taught
   c.) Position open. When the above criteria are substantially equal, then length of service in the School District shall prevail and the least senior Professional Employee shall be transferred. In the review and necessity of such a transfer, volunteers will be sought and given due consideration.

   All provisions under Section 1125.1 of the School Code as it applies to this section of the Agreement will be observed.
C. **Notice of Assignments.** Tentative assignments for all Professional Employees will be made available in writing by July 1 of that school year. All Professional Employees shall be given a written notice of their assignment and tentative schedule for the forthcoming year, including room and building assignment for elementary teachers, and in the case of unified studies, an assignment of major subject areas ten (10) days prior to the opening of the next school term. In the event changes are made in any teaching schedule subsequent to the ten (10) day written notice, the teacher affected will be notified.

**ARTICLE XI. POSTING OF VACANT POSITIONS**

A. All vacant positions in the Organization of the Penn Hills School District will be posted by the Superintendent of Schools to each building principal and Bargaining Unit representative of each building, subject to the provisions set forth in subsections below. Such postings will indicate the nature of the opening, the duties, qualifications required, and the person to whom the application shall be presented.

B. **Posting of Professional Positions.**

1. Those vacancies involving full-time professional positions occurring in the District during the period from September 1 of a school year through the second Tuesday of June of the same school year will be posted to the Bargaining Unit.

2. Those vacancies involving full-time professional positions occurring in the District after the second Tuesday of June through the August Board of School Directors’ meeting will be posted once in July and once in August. Notification of these postings will be accomplished via email or via mailing based on member selection on the annual summer check out form. Vacancies occurring after the August posting will be presented during in-service days, and an attempt to fill these vacancies prior to the first day of school will be made.

3. Employees requesting transfers shall be given first consideration for the next school year in filling full-time professional vacancies in those buildings to which their transfer request applies provided such transfer requests are for compatible professional positions. In order, however, to maintain a balance of staff throughout the District, no more than ten percent (10%) of the staff in any one building will be given consideration for inter-building transfer in a school.
year. Position transfers within the building shall not be considered in the tabulation of the ten percent (10%) limitation.

C. Supplemental Positions. All supplemental salary positions may be posted upon receipt of the notice of resignation, recommendation of the supplemental committee to remove a sponsor/coach, and/or termination of Association membership. Furloughed employees have the right to refuse a supplemental contract during the period of their furlough and the right to the immediate return of that contract when reinstated. The reinstated employee shall be entitled to resume the supplemental duties and to earn the proportionate salary for the time remaining on the supplemental contract. If the employee does not return to the supplemental position within one (1) year from the date of furlough, this entitlement ends.

D. Resignation. It is incumbent upon all Professional Employees who wish to tender their resignation that they do so in compliance with the Pennsylvania School Code and their contract with the Penn Hills School District. This compliance requires that employees notify the School District of their intended resignation at least sixty (60) days prior to the termination of employment.

ARTICLE XII. PROFESSIONAL EMPLOYEE EVALUATION DATA

A. Evaluations of Professional Employees will be accomplished on the current State rating form. Without exception the District may use, as part of the teacher evaluation process, any evaluation form approved by the Pennsylvania Department of Education.

The performance and contribution of every Professional Employee in the Bargaining Unit will be evaluated and all observations or evaluations will be performed only by properly certified persons, authorized to rate or evaluate by the Pennsylvania School Code of 1949, as amended.

B. Evaluation Procedure. Formal evaluations of Professional Employees shall be based upon observations of at least thirty (30) minutes unless otherwise agreed to by the Professional Employee. Professional Employees to be observed shall schedule a pre-conference, observation, and a post-conference. The use of mechanical audio and/or video devices may be used with permission of the Professional Employee.

A conference to discuss the results of the observation shall be scheduled within two (2) days of the observation. The duration of the conference shall be no longer than thirty
(30) minutes. A copy of the observation report shall be made available to the Professional Employee at the conference.

In the event an observation is unsatisfactory, a conference will be scheduled within two (2) days. The Professional Employee and the administrator will jointly determine a procedure for addressing the unsatisfactory observation and schedule a follow-up observation within two (2) weeks. The Professional Employee also has the option at this point to request that the next highest level administrator make the post observation/rating, and the results of the follow-up observation, however accomplished, shall be documented and attached to a copy of the original unsatisfactory observation prior to placement in the Professional Employee’s personnel file.

C. Personnel File.

1. Review of Contents. A Professional Employee shall have the right upon request to review the contents of his/her personnel file in the presence of the appropriate division director, and to make copies of any such documents contained therein at his/her own expense with the exception of confidential college credentials and college rating forms. The Professional Employee shall be entitled to have a representative of the Association accompany him/her during such review.

2. Documentation. Except for personal references, academic credentials, and other similar documents of a confidential nature, the individual personnel file of the Professional Employee shall be the sole documentation of such person for purposes of employment, advancement, and promotion in this District and with any other prospective employer.

3. Derogatory Materials. Materials that could be considered derogatory to an employee’s conduct, character, service, or personality, but felt to be pertinent to the employee’s personnel file by the Superintendent, or his designate, shall be placed in the employee’s personnel file and made available to said employee, who then shall have the opportunity to respond to such communication in writing. The employee statement shall be attached to the applicable document(s) for any future conference where said employee shall have the right to be represented by the Association and counsel.
ARTICLE XIII. CORRECTIONAL ACTION BY SCHOOL DISTRICT

A. Discipline. This Article provides certain procedural safeguards applicable when the School District, in the administration of discipline, imposes on a Professional Employee a penalty of dismissal, reprimand, or other penalty not prohibited by the Pennsylvania School Code. When dismissal is involved, the School District will follow the requirements of this Article as well as the Pennsylvania School Code dealing with dismissal. Matters giving rise to the administration of discipline, such as misconduct, intemperance, neglect of duty, disregard of rules and other matters, are to be distinguished from matters bearing on evaluation of performance and dealt with elsewhere in this Agreement.

B. Disciplinary Action. After a conference between the local supervisor and employee in which the facts and circumstances have been examined, and disciplinary action is warranted, it will follow a sequence which provides the employee with ample opportunity to modify the circumstances which caused such action unless these circumstances are of a magnitude which require an immediate correctional response. The general sequence would consist of an initial stage where an oral warning would be given the employee utilizing the progressive discipline form; a second phase where a formal letter of reprimand would be given to the employee from the Superintendent of Schools, or his designate, setting forth the infraction and possible consequences of continued infractions and would be made a part of the employee’s record for three (3) years and shall be expunged at that time, unless it is included in the professional evaluation; and a third phase in which a formal conference with the appropriate Director, local supervisors, the Association, and the party involved would review the case. If further disciplinary action need be taken, it may involve an additional written reprimand or a suspension, or both.

Further infractions will be reviewed and action taken appropriate to Sections B and C of this Article. This procedure will be waived in considering those employee matters, which may constitute immediate grounds for dismissal and are prescribed in the School Code.

C. Dismissal. When the School District determines that proceedings for dismissal under the Pennsylvania School Code are necessary, it shall furnish written notice of this fact to the Professional Employee and to the Association. If the School District also concludes that the circumstances necessitate a suspension of the Professional Employee pending the decision of the
Board of School Directors, the notice shall indicate the beginning date of the suspension. The Professional Employee may elect a conference or may await the hearing provided by the School Code. If a conference is elected, the School District’s notification of ultimate disposition following the conference will indicate whether the School District shall proceed with the statutory proceeding, whether the penalty shall be commuted or whether the disciplinary action shall be retracted altogether.

D. Notification of the Employee and the Association. Promptly following the imposition of any written form of discipline to the employee, the School District will notify the Association in writing. This notification will indicate the alleged cause, the dates and times of any specific incidents considered material and the form of penalty imposed.

E. Abuse of Fringe Benefits, Working Hours, and Conditions of this Agreement. Members of the Bargaining Unit, who misuse fringe benefits, working hours, or terms and conditions of this Agreement, where applicable, shall have their salary deducted on a prorated basis. Loss of pay for abuse of working hours shall be prorated on a quarter-hour basis, and each employee shall be given an oral warning on the first offense, a written warning on the second offense, and shall receive a deduction in pay on the third abuse for the first, second, and third, and further abuses of the same offense. These deductions will continue until two consecutive school years have elapsed with no further infractions.
ARTICLE XIV. PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

A. Safe Working and Learning Environment. The Penn Hills Education Association and the Penn Hills School District mutually have an interest in and a responsibility for the promulgation of a safe and healthful environment in which employees and students may work and learn. Employees shall not be required to work in conditions considered unsafe and/or hazardous by the Department of Labor and Industry.

B. Code of Discipline and Responsibilities. See the most recent edition of the Code and Discipline and Responsibilities Policy. The School District and the Association mutually agree to monitor and implement the current student discipline policy, and upon mutual agreement between the School District and the Association, a committee would be formed comprised of representation from the Board, administration, bargaining unit, community, and student body to review and study said policy. Recommendations from the committee would then be brought to the attention of the Board.

C. Vandalism and Personal Injury Reimbursement. The School District shall reimburse the Professional Employee for any loss (exclusive of normal wear), damage, or destruction of personal property, clothing, or personal attire worn at the time of the incident or worn to school that day by the employee while on duty in the school, on the school premises, or on a school-sponsored activity when the damage can be directly attributed to a school function. Personal property, excluding clothing and accessories worn by the employee, must be registered with the building principal before such property is brought on District premises in order to qualify for this reimbursement coverage.

The reimbursement will be fair value of the item at the time of the incident and will be to whatever extent the damages are not paid by the employee’s personal insurance or the person or persons responsible for the loss, up to a maximum of Five Hundred Dollars ($500.00) per incident.

D. Employee Responsibility for Safety. If a Professional Employee, through improper operation of equipment or in disregard of established safety policy, causes to bring injury to students, other staff members, or other persons on school premises, or on school-sponsored activities, s/he shall be subject to the provisions set forth in the School Code.

E. Performance of Health Services. No Professional Employees, except nurses, shall be required in any manner to perform any type of health services except in emergency
situations. The school nurse must have written permission and instructions from the attending physician before giving any student a prescribed medication.

ARTICLE XV. REIMBURSEMENTS

A. Conventions and Travel Allowance. Professional Employees authorized by the School District to attend educational conferences and conventions or to make trips on behalf of the School District shall be reimbursed for reasonable expenses incurred.

The School District shall pay the Internal Revenue Services (IRS) rate per mile during the life of this contract, if the Professional Employee is required to use his/her own personal automobile. If any other form of transportation is used by the Professional Employee, the School District shall reimburse the employee one hundred percent (100%) of the cost incurred by said employee, based upon the recommendation of the Superintendent, subject to the approval of the Board of School Directors.

B. Use of Personal Car. No Professional Employee shall be required to transport students except in the case of the Home and School Visitors, who will be required by the School District to transport students.

C. Tuition Reimbursement. Professionals on levels 1 through 5 will receive $750 per year toward the Pennsylvania Department of Education mandated 24 credits needed for permanent certification. Credits accrued beyond the permanent certification (24 credits) and applicable to a certified Master’s degree program (25th credit up to Master’s + 10) will receive reimbursement at the rate of $3,000 per year, to a maximum of $15,000 for those teachers on levels 1 through 5. Any level increase and related salary increase, as a result of additional credits, will not be effective until the following September. Each professional employee who receives reimbursement for educational credit shall remain with the School District for a period of one school year after completing course work for which a stipend is to be paid. In the event a professional employee does not remain with the School District for a period of one school year after completing such coursework, the professional employee must repay the School District for any credit reimbursement paid during the previous year of employment.
ARTICLE XVI. PROFESSIONAL DEVELOPMENT

A. Textbook Recommendations. Recommendations for textbook adoption will be accepted from textbook review committee(s) and/or departments/grade levels. Recommendations should be processed through department chairperson(s) to administrators and Director(s) for presentation to the District's Curriculum Committee and consideration for approval by the Superintendent and the Board of School Directors in accordance with Section 803 of the Pennsylvania School Code.

Faculty participation shall be on a voluntary basis.

B. District Sponsorship in Conferences and Conventions. The School District will sponsor certain selected participation in conferences and conventions according to the following guidelines:

1. Professional Employees will be permitted to participate in approved workshops, seminars, and/or conferences during the school year.

2. Professional Employees, who are on the official programs of recognized State or National organizations as active participants, may be permitted to attend appropriate conferences, conventions, or workshops. Thirty (30) teacher days of released time shall be provided by the School District during the school year for attendance at State and/or National conventions of PSEA and NEA.

4. Under limited circumstances, when approved by the Superintendent’s office under a general benefit to the district, teachers may attend certain meetings or interschool visitations at their own expense.

5. The School District may request a professional staff member to attend in-service programs at district expense.

6. Representatives of the Association will meet with the Superintendent, or his designate(s), at appropriate times and provide input on district in-service programs and the school calendar.
ARTICLE XVII. FACULTY-ADMINISTRATOR COUNCIL

The faculty and administration shall each select their respective representatives to a faculty-administrator council for each building, which shall meet with the building principal at least once per month. This committee shall be configured to include sufficient representation by departments/grade level in the elementary, middle and high schools. The committee shall discuss local school problems and practices and take an active role in the revisions or development of building policies. The meeting shall be held within the confines of the workday but shall not interfere with the teacher’s planning period, except 1) in emergency situations; 2) at the discretion of the faculty-administrator council; 3) on a voluntary basis. Written agenda items for such meetings shall be mutually exchanged between the faculty representative and the administrative representative.

ARTICLE XVIII. SUPERVISION OF DAILY ACTIVITIES

A. Elementary. Elementary teachers will not be required to supervise lunchroom or recess activities. All duties will be scheduled as equitably as possible among the assigned staff.

B. Middle. Middle school teachers will not be required to supervise recess activities. The School District agrees that duties include but are not limited to cafeteria duty, hall duty, and homeroom supervision will be scheduled as equitably as possible among the assigned staff.

C. High school. The School District agrees that duties include but are not limited to cafeteria duty, hall duty, metal detector, and homeroom supervision will be scheduled as equitably as possible among the assigned staff.

ARTICLE XIX. TEACHER WORK YEAR

The Professional Employee work year shall be 190 days (4 clerical days; 5 in-service days; and 1 conference day).

It is clearly understood and agreed to by the Association, the administration, and the Penn Hills Board of School Directors that the intent of Article XIX in the present contract is to make time available for administrators and department chairpersons to meet with the professional staff.
Sixty (60) additional teacher minutes per month may be required by the administration for the purpose of meetings whose substance is absolutely essential to the effective functioning of the individual buildings. These specific meetings must fit the following definitions and/or parameters:

**Staff Meetings** –
a meeting between administration and professional staff to disseminate, discuss, train and collect vital data essential to that individual building. An agenda will be available to all staff members one (1) week prior to the meeting.

**Curriculum Development/Training Meetings** –
shall be called for a legitimate or emergency purpose and shall require attendance by only those staff members involved with teaching that particular subject area. An agenda will be provided for all staff members one (1) week prior to the meeting.

**Departmental Meetings** –
shall be called for a legitimate or emergency purpose at the discretion of the department chairperson, and shall require attendance for only those staff members involved with teaching that particular subject area. An agenda will be provided for all staff members one (1) week prior to the meeting. To avoid any conflict in scheduling department meetings, curriculum meetings, and/or staff meetings occurring on the same date, the date will be mutually agreed to by the principal and the department chairperson.

**PTA Meetings and Open House Functions** –
shall be required by only those staff members whose grade level is directly involved. The sixty (60) minute time limitation may be waived to accommodate these functions.

**Emergency Meetings** –
shall be defined as meetings called to resolve, correct, or make teachers aware of a school occurrence or situation of an unexpected nature. It is possible that the sixty (60) minute condition will be waived in case of extenuating circumstances. Teachers absent from school on meeting dates for any contractually authorized leave/reason shall not be required to make up the meeting time; however, that individual will be responsible for the materials presented at the meeting.
It is further understood that the sixty (60) minutes per month, exclusive of December and June, are not cumulative, may not be banked, and may only be used within that particular month. These meetings are not intended to be time fillers, meetings just to have a meeting, nor is it necessary to account for every minute of the sixty (60). Any topic, which does not meet the above definition, will not constitute the need for a meeting. The sixty (60) or portion of the sixty (60) should be used when or if it is needed. If, in a given month or months, no meeting is deemed necessary by the administration or department chairpersons, then a meeting will not be held. Common sense should prevail.

ARTICLE XX. TEACHING HOURS

A. **Length of Employee Day.** The length of the employee day shall be no more than seven and one-half (7-1/2) hours. Special variations to the length of the school day within the buildings shall be reviewed through the faculty-administrator councils but shall not be inconsistent with general School District practices.

B. **Duty Free Lunch.** All Professional Employees shall receive a thirty (30) minute duty free lunch period. Employees may leave the building during their scheduled duty free lunch period and preparation period provided such departure has been registered with the building principal’s office.

C. **High School Preparation Period.** All High School Professional Employees shall have five (5) preparation periods per week during the student day, except where emergency conditions may require the principal to temporarily assign a Professional Employee to duties necessary to sustain the district’s educational program.

D. **Middle School Preparation Period.** All Middle School Professional Employees shall have five (5) preparation periods per week during the student day, except where emergency conditions may require the principal to temporarily assign a Professional Employee to duties necessary to sustain the district’s educational program.

E. **Elementary Preparation/Conference Time.** All elementary Professional Employees shall be entitled to a thirty (30) minute preparation period during each student day. All elementary Professional Employees shall have in addition one hundred and fifty (150) minutes of preparation/parent conference time weekly. The building principal may, under
emergency conditions, temporarily assign a Professional Employee to duties necessary to sustain the district’s educational program.

F. Substitute Teacher Coverage. In an attempt to provide a backup plan for the coverage of classes because of the extreme shortage of substitute teachers, the following is an agreement between the School District and the Association:

- In the event a Professional Employee is required to work an additional assignment in lieu of the planning period of such Professional Employee, by virtue of a lack of available substitute teachers who would otherwise fill the vacancy in the said additional assignment, that, in lieu of the planning period of the said Professional Employee, the Professional Employee shall be compensated for working the additional duty assignment. Study Hall will no longer be a contact for the purposes of application of remuneration for loss of a preparation period. The remuneration to be provided shall be one sick day added to a teacher’s accumulated sick leave for every six (6) planning periods lost in order to provide class coverage due to absences and lack of available substitute teachers.

- Nothing contained in this section shall restrict or otherwise abridge the rights of the employer the use of the teacher’s planning period time when an emergency exists.

- Nothing contained in this section shall operate to deprive the employer of the right to reassign persons on duty assignments outside of the classroom such as hall patrol, cafeteria duty, etc., to assignments in the classroom except when such assignments would create hazardous unsupervised conditions in said halls and/or cafeteria.

- It is further understood that no existing class shall be increased in size in order to assimilate students being dispersed in lieu of a substitute teacher.

- The first and most desirable solution is to utilize certified teachers from a substitute list. The School District agrees to continue to advertise in order to rebuild a list adequate in number for a district our size.

- The School district will continue to employ certified teachers as floaters to be assigned as appropriate by the building principals.
• On the days when there are not sufficient substitutes the Association and the School District will utilize a variety of methods in an attempt to provide class coverage.
  1. Seek volunteers willing to cover a class in lieu of another assigned duty.
  2. Creativity of Teachers to redistribute students of an absent colleague.
  3. Teachers on the late schedule (Linton) arriving early and willing to cover a class prior to regular assignment.
  4. Teachers on the early schedule (Linton) willing to cover a class after their regular assignment.
  5. Other approved plans as developed by individual departments, pods, etc.

Please Note: Number 2 is a violation of the current collective bargaining agreement. This can only be utilized if all parties agree to use this method.

• Compensation for class coverage during a previously scheduled duty period or in addition to an original schedule as described in items #1 through #5 will be one-sixth \((1/6)^*\) of a sick day. In the event that a teacher has five (5) teaching periods in an eight (8) period day and a staff development period and this teacher is used to cover a period due to a teacher’s absence, etc., no compensation will be received. In the event that a teacher has six (6) teaching periods in an eight (8) period day and is asked to cover a class period due to a teacher’s absence, etc., compensation will be forthcoming.

• The administration will not switch the duty and planning period to avoid this payment.

• Administrators, guidance counselors and other certified teachers serving the School District may be utilized by the building principal based upon availability.

G. **I.E.P. Preparation.** The School District shall provide substitute coverage for those teachers involved in the development, preparation and conferencing of the IEP (Individualized Education Program) in accordance with Public Law 94-142. Arrangements for said substitute coverage will be made through the building principal.
ARTICLE XXI. SENIORITY AND SUSPENSION

A. Seniority

1. Definition. Seniority shall mean the length of service from the employee’s first day of work as a Bargaining Unit member following the last date of hire.

2. Seniority Lists. The School District shall furnish each employee with seniority list of all employees in his/her classification covered by this Agreement. The lists will show the names of all employees in order of their seniority ranking including date of hire and certification. The lists will be furnished not later than October 1 and revised not less than annually thereafter. An employee shall have a period of thirty (30) calendar days after posting in which to challenge the seniority list by notifying the School District and Association in writing. Rankings not challenged within thirty (30) days may not be challenged thereafter. A committee consisting of three (3) representatives from the Association and three (3) from the School District shall meet within five (5) calendar days following the challenge period for the purpose of resolving challenges. Any challenges unresolved may be submitted to arbitration within fifteen (15) days of this meeting. Where the list shows more than one (1) employee with identical length of full-time professional service, their order of seniority in relation to each other shall first be determined by their total length of service, which would include their accumulated experience as a letter of agreement employee, and then by lot. The particular method of chance or of casting of lots shall be determined by the seniority committee at that time.

3. Break-In-Service. An employee’s seniority shall be lost and an employee’s name removed from the seniority list by any of the following: a) retirement; b) resignation; c) discharge for cause; or d) failure to report.

B. Suspension. The District may suspend employees in accordance with the provisions of Section 11-1124 of the Public School Code of Pennsylvania, as amended, and Act 97 of the General Assembly. All grievances or arbitrations with regard to suspension(s) will be processed in the following manner:

1. Procedure. If it becomes necessary to suspend employees, the School District will align the staff in order that the least senior employee or employees will be
affected. Employees being considered for suspension shall then be notified at least sixty (60) days in advance. (Following realignment, the District shall furlough the least senior employee or employees from the Class B seniority list first.) By April 8 of each year, the School District will inform the Association of its intended staff reductions and realignments for the next school year, if any. The Association will review the proposed reductions/realignments for compliance with the collective bargaining agreement, and notify the School District of any disagreements. By April 22, the School District will submit the same or revised plan to the Association and to all affected Professional Employees. Challenges to the plan may be filed until May 20 and not thereafter.

Employees being considered for suspension in the next school year shall be notified no later than the last professional day of the present school year. Where unforeseeable circumstances make it impossible for the District to comply with notification by the last professional day of the previous school year, affected professional staff shall be entitled to work as substitute teachers at a per diem rate to furlough for a period of sixty (60) days.

Suspension procedure and timelines are retained but clarified:
April 8 – deadline for District to inform Association of intended staff reductions and realignment for the next school year
April 22 – deadline for District to submit same or revised staffing plan to the Association and to all affected professional employees
May 20 – deadline for Association to present challenges of Administrative staffing plan

A committee consisting of three (3) representatives from the Association and three (3) from the School District shall meet within five (5) calendar days following the challenge period for the purpose of resolving challenges. Any challenges unresolved may be submitted to arbitration in accordance with Step 4 the grievance procedure within fifteen (15) calendar days of this meeting.
The committee will reconvene within ten (10) calendar days of the request by either party for the purpose of resolving disputes arising from unforeseen staffing changes such as resignations, leaves, returns, etc. In any event, the committee will meet not later than August 20 each work year. Unresolved disputes shall be submitted to arbitration as provided in Step 4 of the grievance procedure within fifteen (15) calendar days of said meeting. Where unforeseeable circumstances make it impossible for the District to comply with the sixty (60) day notice, affected employees shall be entitled to work as substitute teachers at a per diem rate prior to furlough for a period of time equivalent to the number of days short of the sixty (60) day notification period. Professional employees will make every effort to appraise the District of application for new certification, where feasible.

2. **Conditions.** Suspensions and/or furloughs of Professional Employees shall not be capriciously undertaken to increase class size.

3. **Benefits.** The School District shall provide life and health care insurance for suspended employees and dependents for a period of three (3) months following the suspension.

4. **Demotions.** Employees reduced to less than full-time status shall suffer no reduction in benefits. Salary shall be reduced in proportion to the reduction of employment.

5. **Reinstatement.** Suspended employees shall be reinstated on the basis of their seniority. No new appointment shall be made while there is a suspended employee available who is properly certificated to fill such vacancy, or for whom the District secures, at the employee’s request, a waiver of certification requirement from the Department of Education. For the purpose of this subsection, positions from which Professional Employees are on approved leaves-of-absence shall also be considered temporary vacancies. To be considered available, a suspended Professional Employee must annually report to the governing Board in writing his/her current address and his/her intent to accept the same or similar position when offered. If a suspended employee is in attendance in a college program during a period of suspension and is recalled,
s/he shall be given the option of delaying his/her return to service until the end of the said employee’s current semester.

6. **Deletion of Certification.** When an employee requests deletion of certification in an area which the employee has not taught during the previous ten (10) years, the School District will approve such requests. Realignment of an employee will not be required where the employee has requested, prior to any notice of suspension, deletion of certification.

7. **Compliance.** Except as provided herein, all provisions of the School Code shall apply. When all procedures of suspension have been followed as outlined, failure of the appropriate Professional Employee to accept assignment, in order to effectuate the above-stated procedures, will constitute a break-in-service.

C. **Maintenance of Membership.** The School District agrees that all employees who have joined the Association, or who may join the Association in the future, must remain members for the life of this collective bargaining agreement, as provided in Article III, Section 301 (18) of the Public Employee Relations Act 1970.

**ARTICLE XXII. OTHER EMPLOYEE BENEFITS AND CONDITIONS OF EMPLOYMENT**

A. **Half-Day Sick, Half Day Personal, and Half-Day Emergency.** Most schools in the Penn Hills School District operate on an 8 period day. Therefore, if any staff member, bound by the Collective Bargaining Agreement, takes a half-day sick, personal, or emergency day they must be present in school for 4 periods. If a person takes a half-day sick, personal, or emergency day in the beginning of the school day, they must be in school and prepared to start their day by 5th period of that school day. If a person takes a half-day sick, personal or emergency day to end their day, they must be present the first 4 periods. It is mutually agreed upon that the half-day point of the school day is the conclusion of 4 periods for high school and middle school and 11:45 for elementary school. If in the event of a 2-hour delay schedule the half day begins and ends at the conclusion of 4 periods at the high school and middle school and at 1 pm at the elementary school. The procedure for taking a half-day sick, personal, or emergency day is the same as taking a full day of sick, personal or emergency leave.
B. **Personal Leave Days.** The School District will grant two (2) days of personal leave per year without reason for all Professional Employees. Such leave may be cumulative to a maximum of five (5) days. The total number of employees cannot exceed eighteen (18) members, or four percent (4%) of the bargaining unit, whichever is greater. Beyond five (5) accumulated personal days, the remaining will be converted to sick leave.

In order to provide competent substitutes for ongoing educational activities, such leave shall be applied for on the appropriate form to the Superintendent or designee through the building principal and the appropriate division director at least three (3) days ahead of the leave day. The personal leave day may be used on a clerical day at the end of the school year to attend summer school classes and/or travel to the place where such classes are to be held provided the employee has properly checked out with his/her building principal. The School District will waive its limitation for leave requested on this day.

C. **Emergency Leave Days.** All Professional Employees shall be entitled to two (2) emergency days per year. It is agreed that emergency absence cannot be used to cover personal sick leave purely for recreational purposes, job interviews in other organizations, or work activities for which the Professional Employee will be paid by someone else.

Professional employees will no longer have to disclose the reason for emergency day usage. Unused emergency days may be redeemed for payment at the daily substitute rate, payable in July.

D. **Legal Absence.** If an employee is required to attend a legal proceeding resulting from the performance of his/her duties as an employee of the School District, or is requested to attend a legal proceeding by the School District, s/he shall suffer no loss in pay or accumulated sick leave.

E. **Temporary Military.** The School District and the Association agree to abide by the guidelines of P.L. 546, No. 111.

F. **Service Connected Disabilities.** The School District will pay full salary for a period of fifty (50) working days to each member of the Bargaining Unit who cannot work because of an injury incurred on the job. Such salary shall consist of his/her normal entitlement under the provisions of Worker’s Compensation insurance, plus the difference between his/her School District salary and Worker’s Compensation.
The benefit will be based on written communication from the physician in charge who must certify the inability of the employee to work.

Employees may be requested to assume limited responsibilities if the employee's condition for limited duty is certified by a physician and verified by a School District physician.

G. **Jury Duty.** In the event that any employee is selected for jury duty, the District shall pay the difference over and above the jury duty compensation and the employee's current salary.

H. **Professional Library.** The Penn Hills School District agrees to budgetary provide a fund in the amount of Three Thousand Two Hundred Dollars ($3,200.00) for each year of this contract for the purchase of professional books, materials, and services for teachers in the District.

The collection will be maintained by the Professional Development Staff.

I. **Leaves for Professional Employees.**

1. **Sabbatical Leaves of Absence.** Refer to Pennsylvania School Code, Sections 1166, 1167, 1169, 1170, 1171.

2. **Military Service in Time of War or National Emergency.** Refer to Pennsylvania School Code, Sections 1176, 1177, 1178, 1179, 1180, 1181, and Section 3301. Professional Employees who have served in the military service of the United States before entering the teaching profession shall have One Hundred Dollars ($100.00) added to the amount of their contract for each year of military service up to a maximum of Six Hundred Dollars ($600.00). However, this compensation shall not exceed the maximum amount provided in the salary schedule.

3. **Child Care Leave-of-Absence-without-Pay.**
   a) A child care leave-of-absence-without-pay per child of not more than one (1) year shall be granted by the School District upon application by the member of the Bargaining Unit. All such child care leaves will be authorized for appropriate termination on the day preceding the first teacher day of the next academic year following the leave period and then placed on the next step of the salary schedule. Professional Employees
must submit their request for leave at least sixty (60) days prior to the beginning date of their leave.

b) An employee wishing to return to duty from leave shall notify the School District at least sixty (60) calendar days prior to the beginning of the next school year.

c) Employees may use their accumulated sick leave while on maternity leave provided such sick leave days are used during the initial period of absence.

d) Upon returning from leave, the employee shall be returned to the same position s/he occupied prior to the leave, provided such position still exists.

e) An employee is permitted to continue any or all fringe benefits available to the Bargaining Unit by remitting the costs of these benefits to the School District on or before the first day of each month.

f) An employee may request a leave-of-absence-without-pay for purposes of child care and/or adoption. The employee must follow the same timeframe as outlined in paragraphs a, b, d, and e of this section. The employee will not have the option of using sick leave during the conditions of this particular leave.

g) Family Medical Leave Act

The School District shall comply with the requirements of the Family and Medical Leave Act of 1993 and its corresponding regulations.

4. Leave-of-Absence-Without-Pay. The School District will provide one (1) year leave-of-absence-without-pay under the following conditions:

a) The leave must be for Board approved reasons.

b) The teacher must have tenure, a minimum of two (2) years’ service in the Penn Hills School District, and possess an Instructional II or permanent certificate.

c) The teacher must indicate intentions to return for the following term by the end of March.

d) No more than twelve (12) employees shall be eligible for such leave in any one year.
e) An employee is permitted to continue any or all fringe benefits available to the Bargaining Unit by remitting the full district costs of these benefits to the School District on or before the first day of each month.

J. Sick Leave

1. The School District agrees that Professional Employees shall not be required to present a doctor’s excuse unless such absences is three (3) or more days of consecutive absence or the absence due to illness occurs the day immediately preceding or following a District closure as indicated on the official Penn Hills Calendar for the current school year.

2. In conformity with Section 1154, paragraph (a) of the Pennsylvania School Code each professional employee is entitled to ten (10) sick days per full school year that such shall be cumulative from year to year.

3. Unused sick days. Cash payment is $100 per day to a maximum of 300 days. The amount owed the retiree will be paid at the rate of $500 per month following the receipt of all base and attendance incentives.

4. Professional Employees will be furnished a written statement of their accumulated sick leave by September 15 of each year.

5. The School District and the Association have agreed to maintain the current sick leave bank.

K. Death Benefit Privileges. The School District provides three (3) days authorized paid absence for a death in the immediate family, including father, mother, sister, brother, son, daughter, wife, husband, parent-in-law, or near relative who resides in the same household. Additional days leave may be granted at the discretion of the Superintendent of Schools. One (1) day authorized paid absence is granted for the death of a near relative. One (1) day authorized paid absence is extended to include death of a close friend. In the event of the death of a student in the Penn Hills School District, a representative of the faculty of the building attended by the student shall be selected by the faculty-administrator council to attend the funeral. In the event of the death of a Professional Employee in the Penn Hills School District, the Association President, or his/her designated representative, shall be authorized to attend the funeral. Death leave is not to be deducted from any accumulated sick leave.
ARTICLE XXIII. INSURANCE

A. Governing Provisions. This Article identifies the types of group insurance coverage provided, some of the basic benefits, some rules of eligibility and the allocation of cost between the Professional Employee and the School District. Except as expressly provided for in this Article, the governing provisions are those contained in the contract of insurance which the School District shall negotiate with the carrier or carriers selected by it. Explanatory handbooks will be prepared by the carriers or by the School District and distributed to Professional Employees.

B. Eligibility of Coverage. For persons employed as Professional Employees in both the current contract term and the preceding school year, eligibility for coverage continues unbroken. For newly hired Professional Employees, eligibility begins on the first day of October of the school year and ends the thirtieth day of September in the next succeeding year for District paid personal coverage.

C. Basic Benefits.

1. Each Professional Employee shall receive in his/her first year of employment a face life, accidental death and dismemberment insurance policy in the amount of one and one-half times his/her salary, whichever is greater, at School District expense. Upon retirement, each Professional Employee’s life insurance will be reduced to Five Thousand ($5,000.00) at School District expense.

2. Hospitalization. Beginning with the second month of service in the School District, the School District shall pay the premium for hospitalization as determined by the Allegheny County Schools Health Insurance Consortium for this contract period under the categories of individual; family; parent and child; parent and children; and husband and wife. Each employee with hospitalization will be assessed a premium contribution of:

   Effective July 1, 2017; 10% of premium

2018-2019 the July 1, 2017 contribution rate will remain in effect and equal 10% of the employer contribution for the life of this agreement with no net difference in 2019-2020 and 2020-2021

To be divided over 12 months through payroll deduction. New teachers hired effective July 1, 2014 or later will be assessed a premium contribution of 10%
of premium each year. Benefits provided annually in the group hospitalization plan shall be the same as those in effect as offered by the Allegheny County Schools Health Insurance Consortium. All employees will convert to the Select Blue Point of Service Program. In the event the husband and wife are employees of the District, only one such employee shall be entitled to subscribe under this plan. In the event that the spouse carrying the primary coverage is suspended (furloughed), the primary coverage will immediately revert to the alternate spouse. Employees covered by this collective bargaining Agreement who do not participate in this hospitalization coverage will receive a payment of 40% of premium, payable in July of each of the years of the contract. This will only apply to employees that have spouses working outside of the District.-

3. Liability Insurance. All Professional Employees will receive liability insurance protection to a maximum of One Million Dollars ($1,000,000.00).

4. Vision Care. The School District will offer the standard ACSHIC vision care package at one half employee cost and the other half at employer cost for either the single or the family plan for the duration this contract.

5. The Insurance Committee will be made up of an equal number of members of the Association and the School District. This Joint Committee shall also have the latitude to explore and recommend other insurance options, which would be mutually beneficial. If the Allegheny County Schools Health Insurance Consortium should move toward a different insurance provider or different coverage, the Insurance Committee may need to make the adjustment also, provided that benefits are no less than offered in the current program.

D. Description to Employees. The School District shall provide to each employee a description of the health care insurance coverage provided under this Article no later than October 15 of the first year of the Agreement, which shall include a clear description of conditions and limits of coverage as listed above. Subsequent descriptions will be made available only to new employees or upon request from individual employees.

E. Termination of Employee’s Insurance. All coverage ceases on the last day of the calendar month in which the last day of work occurs, excepting that employees completing their contractual year will sustain coverage until September 30 of the succeeding school year.
unless such employee is immediately employed by another employer who provides similar coverages. In such instances, insurance coverage will be terminated on the effective date of the new employer’s insurance program providing its effective date occurs before September 30. Furloughed employees should refer to Article XXI, Section B (3).

F. Dental Insurance. The School District will pay the full family premium for all employees who have been employed by the School District for a period of one (1) month. The preventive coverage is one hundred percent (100%) with a maximum benefit of Fifteen Hundred Dollars ($1,500.00) per calendar year and Fifteen Hundred Dollars ($1,500.00) per course of orthodontia treatment. In the event that the husband and wife are employees of the District, only one such employee shall be entitled to subscribe under this plan. In the event the spouse carrying the primary coverage is suspended (furloughed), the primary coverage will immediately revert to the alternate spouse.

The School District will offer at one-half employee cost to increase the annual plan maximum for preventive coverage to Two Thousand Dollars ($2,000.00) and the orthodontia maximum to Two Thousand Dollars ($2,000.00). Professional Employees covered under this bargaining Agreement who choose not to participate in the dental coverage offered by the District will receive One Hundred Dollars ($100.00) in July for each year of the contract period.

G. Contributory Life Insurance. The School District agrees to allow retirees to buy group life insurance at the prevailing cost for inactive employees. This rate will change on a yearly basis, and retired employees will be billed yearly for the cost of the contributory life insurance.

ARTICLE XXIV. INCOME PROTECTION

A. Employees Covered. All employees who have been employed by the School District for a period of ninety (90) working days shall be eligible for income protection described in Section F, providing:

1. All sick leaves available to the individual employee requesting the benefit has been utilized.
2. In cases involving occupational accidents, the employee has utilized his/her disability leave as described under Article XXIII, Section E, in this contract.

3. The employee has not requested sabbatical leave, or any of the leaves-without-pay provided for in this contract for the same period.

B. Coverage Period. A daily benefit will be paid beginning with the first work day following expiration of all accumulated leave but not prior to the fourth work day of disability and continuing for as long as one (1) school year (not to exceed a total of one hundred ninety (190) work days).

C. Limit of Daily Allowance. The total daily benefits of this plan plus those benefits paid either under Worker's Compensation or the Pennsylvania School Employee's Disability Retirement Program or the total Social Security allowance for the employee and his/her dependents, or any combination of these programs, cannot exceed seventy percent (70%) of the daily wage paid at the time the disability occurs.

D. Continuation of Other District Benefits. The School District shall continue to pay all benefits, except for the premium contribution, provided for in Article XXIV, Section C and F of this contract for a period of twelve (12) calendar months following the first day of the month after the employee has been placed on disability income provided the sum of the cost of benefits plus those described in Section C, plus the disability income does not exceed the net pay received by the employee at the time the disability occurs. If this sum does not exceed the net pay, the employer's responsibility for benefits will be reduced to an amount equal to the net pay. The employee may, after this twelve (12) month period, continue in contract benefits at his/her own expense for a period of one (1) year.

E. Certification of Disability Eligibility. All employees requesting income protection benefits must provide the School District with a statement from a physician indicating the inability of the employee to continue in his/her role as a Professional Employee in the District. This statement and application for disability earnings will be administratively accomplished on forms developed by the School District.

F. Schedule of Benefits. Upon termination of regular sick leave, and if applicable, termination of any leave granted for occupational accidents, but in no event prior to the fourth week day of sickness disability, daily benefits for each week day of disability will be paid at
the rate of Seventy-Five Dollars ($75.00) per weekday up to a maximum of one hundred ninety (190) work days.

ARTICLE XXV. SPONSORSHIP OF SCHOOL LIFE ACTIVITIES, NON-ATHLETIC/ATHLETIC

A. Sponsorship of School Life Activities, Non-Athletic. The School District and Bargaining Unit agrees to the development of a base amount per supplemental. New supplemental positions will have a base amount agreed upon by the School District and Bargaining Unit. Basic procedures for administering the program include the following:

1. See attached Schedule, Appendix 2 for Supplemental Contracts and Additional Wages. No supplemental salary will be reduced/increased after a supplemental contract has been signed without the approval of the supplemental committee.

2. The School District and Association mutually agree to establish a new Supplemental Committee model that includes equal representation from Administration and the Association. This new committee will evaluate current supplemental positions against current student interest. Moving forward, the supplemental committee will present to the board for approval by June 30 annually a comprehensive list of supplemental positions being recommended for the following year.

3. Supplemental sponsors will complete reporting forms. These forms will be completed annually at the midpoint and end of a supplemental. The midpoint form will identify satisfactory performance or areas for improvement. Areas for improvement will be assessed on the final evaluation. If a principal recommends removal of a sponsor, the supplemental committee will review the recommendation and supporting documentation. The supplemental committee will determine if the sponsor should continue in the position.—

B. Sponsorship of School Life Activities, Athletic. The School District and Bargaining Unit agrees to the development of a base amount per organized interscholastic athletic program. New organized interscholastic athletic program positions will have a base
amount agreed upon by the School District and Bargaining Unit. Basic procedures for administering the program include the following:

1. See attached Schedule, Appendix 2 for Supplemental Contracts and Additional Wages. No supplemental salary will be reduced/increased after a supplemental contract has been signed without the approval of the supplemental committee.

2. A committee composed of the Superintendent or district designee(s), the Athletic Director, and designated representatives of the Penn Hills Education Association or PHEA designee(s) will meet as necessary in the spring or summer to evaluate new athletic activities carrying supplement, and to reassess the compensation of on-going activities.

3. Head varsity coaches may be hired or replaced at the discretion of the School District; however, the basic salaries for head coaches will be determined by previous base salaries and PSBA recommendations.

4. Head varsity coaches may be employed at a higher salary without changing the assistant’s salary level as figured on the basis of the percentage value.

5. With the exception of varsity head coaching positions, employees covered by this agreement shall receive first consideration for positions of employment dealing with supplemental contracts. The District may hire an applicant outside of the bargaining unit upon establishing that said applicant is better qualified than the applicants from within the bargaining unit. Vacancies should be filled on the basis of competency, experience/length of service, qualifications of the applicant, and other factors deemed relevant by the Administration and the School Board. The right to make these determinations shall be vested in the Administration and the Board of School Directors.

6. The base compensation cooperatively established for each sport will be used as a basis for figuring the assistant coaches supplemental salary structure. These salaries will be paid at the following percentage values for the sport:
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</tr>
<tr>
<td>8th Grade Head</td>
<td>45%</td>
</tr>
<tr>
<td>8th Grade General Assistant</td>
<td>40%</td>
</tr>
</tbody>
</table>

*Except as noted in #4 hereinbefore

7. Head varsity coach, the Athletic Director, and principals are responsible for evaluating coaches.

8. Scouting opportunities will be assigned equitably through cooperation between the Athletic Director and the varsity coaches. Assumed scouting duties will be paid at an hourly rate indicated on the Schedule, Appendix 2.

9. All supplemental salary positions shall be posted upon receipt of the notice of resignation recommendation of supplemental committee to remove a non-varsity head coach, and/or termination of the position by the PHEA member. If a resignation occurs within two (2) weeks of the start of the season or during the season, the coach could be held up to 30 days in the position in order to find a replacement. All supplemental salary positions held by non-bargaining unit members, except for head varsity coaching positions, which may be hired or replaced at the discretion of the School District, shall be posted annually at the conclusion of the school year.

C. **Hourly Rate Values.** The School District agrees to the hourly rates indicated on the attached Schedule, Appendix 2.
D. **Summer Supplemental Salaries.**

1. **General Provisions.** Once this contract extension with modifications is ratified and Board approved, a universal overtime rate of $30.00 per hour will be paid for all administratively approved professional activities completed beyond the normal school day thereafter, including summer. Hours for supplemental, summer work completed by School Counselors, Home School Visitors/Social workers, Nurses, Librarians, Psychologists, and other professionals as designated by Administration will be Board approved annually prior to the last day of the current school year.

2. Weekly Supplemental Salary Schedule for term of contract is shown on the attached Schedule, Appendix 2.

E. **Special Education Stipend.**

The stipend will be eliminated; however, the practice of two (2) supplemental clerical days for all special education teachers, including gifted, will be preserved.

F. **Age 60 Stipend.** All employees who reach age sixty (60) between September 1 and December 31, or have accumulated twenty-nine and one-half (29.5) years of service of June 30, of which twenty (20) years have been in the District, and will qualify for retirement benefits, will receive an annual stipend as indicated on the attached Salary Schedule, to be paid commencing September of that school year. This determination will be calculated by the year-end PSERS retirement report. Specifically, if the report indicates 29.5 years of service or higher, the employee will qualify for said stipend commencing September the next school year. For those employees who reach age sixty (60) between January 1 and August 31, the stipend will be prorated and paid monthly beginning with the following school year. In no case shall an employee be paid more than five (5) annual stipends. The granting of this stipend will not be limited by those maximum salaries as indicated on the adopted salary schedules.

G. **Department Chairpersons.** Department chairpersons shall be paid an annual stipend as indicated on the attached Schedule, Appendix 2 for responsibilities associated with these selected positions.

H. **Club and Club-Related Activities.**

As of July 1, 2019, a universal overtime rate of $30.00 per hour will be paid for all related work completed thereafter.
ARTICLE XXVI. PERSONAL FREEDOM

The personal and private life of any Professional Employee is his/her concern except as it may be proven to adversely affect the educational program according to the School Code. Each Professional Employee shall be entitled to full rights of citizenship and no religious, political, or social activities, or the lack thereof, shall be grounds for any discipline, intimidation, or discussion with respect to the professional status of the employee, provided the activities do not violate any local, State, or Federal Law.

ARTICLE XXVII. IN-SCHOOL TEACHING POSITIONS AND ALTERNATIVE EDUCATION TEACHING POSITIONS

The School District will employ two (2) professional employees for in-school suspension teaching positions.

ARTICLE XXVIII. PAYROLL DEDUCTION FOR PROFESSIONAL DUES AND MAINTENANCE OF MEMBERSHIP

Payroll Deduction for Professional Dues. The School District will make pay-roll deductions for professional dues for members of the Bargaining Unit. These deductions shall be made only upon written authorization from the employee to the Personnel Office of the School District by October of the first year of the contract. Exceptions to the October 15 deadline will be made for new employees or employees returning to the District from the various leaves. All dues will be collected on equal monthly installments for a period of ten (10) months.

ARTICLE XXIX. FAIR SHARE

1. Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.

2. The School District and the Association agree to comply with all provisions of said law.

3. The Association agrees to extend to all nonmembers the opportunity to join the Association.
4. If any legal action is brought against the School District as a result of any actions, it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association’s expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.

5. The Association agrees in any action so defended, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action, which may arise as a result of any willful misconduct by the School District or as a result of the School District’s failure to properly perform its obligation under this Article.

ARTICLE XXX. SALARY SCHEDULES

(Refer to Appendix 1)

APPENDIX 1. SALARY SCHEDULE FOR 2017-2018 will remain in effect for the duration of the extension and will not be altered. Compensation will be handled as follows:

2018-2019 One (1) step movement or two (2) % salary increase for those on Step 19 or higher.

2019-2020 Salary Freeze with one-half (1/2) step recognition with no salary increase.

2020-2021 Salary Freeze with one-half (1/2) step recognition with no salary increase.
ARTICLE XXXI. TEACHING SCHEDULES

A. High School

1. Teaching Load. Every effort shall be made to balance the class period workload among the High School teaching employees. The normal teaching load shall be six (6) teaching periods, one (1) duty period, one (1) preparation period and a homeroom or homeroom-time assignment in an eight (8) period day. Duties shall be assigned on an equitable basis. Unusual professional assignments not conforming to the above criteria will be rotated on a yearly basis among the staff based upon available areas of teacher certification and student enrollment patterns. Professional assignments within the occupational services and vocational curricula will be scheduled into six (6) teaching periods or as dictated by student enrollment without the rotation provision. New teachers hired effective July 1, 2014 or later may have seven (7) teaching periods.

2. Preparations. Preparation at the High School level is defined as a professional assignment within a subject area that has different subject content and/or is taught at different grade levels. A course in one subject area that is taught at one grade level shall be considered one preparation regardless of the ability level of the students in different classes. It is understood that every effort will be made to limit the teaching preparations of High School teachers to three (3) preparations per semester or per year, dependent upon the specific instructional assignments. Teachers may volunteer to teach additional preparations as their areas of interest or expertise may dictate. The assignment of more than three (3) preparations per semester, per year, will be rotated among the staff based upon available areas of teacher certification and student enrollment patterns. Course preparations within the special education and physical education curricula are not included within this provision. Laboratory assignments, recitation periods, and the like, which are assigned to a teacher as part of an adopted curricular course will not be considered as a separate preparation.

3. Classroom Assignments. Administrators of the High School will schedule the majority of the classroom teacher's assigned classes within a building in no
more than two (2) teaching stations per day. Specifically excluded from the configuration of two (2) teaching stations are homeroom assignments, study hall stations, tutorial stations, business education stations, science laboratories, computer laboratories, physical education instructional stations, home economics and like areas that require the permanent or continued utilization of equipment to maintain the instructional program. An effort will be made to assign High School itinerant resource personnel or educational program specialists in no more than two (2) teaching stations per building. The rotation of multiple room assignments in excess of two (2) teaching stations per teacher will be rotated on a yearly basis in so far as the development of the building master schedules will permit.

B. Middle School

1. Teaching Load. Every effort shall be made to balance the class period workload among the middle school teaching employees. The normal teaching load shall be six (6) teaching periods, one (1) duty period, one (1) preparation period and a homeroom or homeroom-time assignment in an eight (8) period day. Duties shall be assigned on an equitable basis. The following assignments, but not limited to, common planning time, team time, professional development, and curriculum writing may be included and assigned in lieu of a duty. Unusual professional assignments not conforming to the above criteria will be rotated on a yearly basis among the staff based upon available areas of teacher certification and student enrollment patterns. New teachers hired effective July 1, 2014 or later may have seven (7) teaching periods.

2. Preparations. Preparation at the middle school is defined as a professional assignment within a subject area that has different subject content and/or is taught at different grade levels. A course in one subject area that is taught at one grade level shall be considered one preparation regardless of the ability level of the students in different classes. It is understood that every effort will be made to limit the teaching preparations of middle school teachers to three (3) preparations per semester or per year, dependent upon the specific instructional assignments. Teachers may volunteer to teach additional preparations as their
areas of interest or expertise may dictate. The assignment of more than three (3) preparations per semester, per year, will be rotated among the staff based upon available areas of teacher certification and student enrollment patterns. Course preparations within the special education and physical education curricula are not included within this provision. Laboratory assignments, recitation periods, and the like, which are assigned to a teacher as part of an adopted curricular course will not be considered as a separate preparation.

By April 8 annually, and as part of the Administration’s notification to the Association of its’ intended staffing plan for the next school year, the Administration will also share master schedule implications in terms of assigned periods, should there be any expected changes. Any changes to the number of periods in the school day must be mutually agreed upon in writing by both parties.

Open Grievances -- the Association agrees to withdraw all open grievances presented at Level I prior to October 16, 2018, save a grievance specific to the Linton Master Schedule which will be addressed in an arbitration hearing scheduled for December 5, 2018.

ARTICLE XXXII. TEACHING CONDITIONS

Class Size. The Association and Administration agree to minimize class size at all appropriate educational levels. The Association and Administration recognize that from time to time an imbalance of teaching sections, frequent changes in teaching stations, and a high number of students per class may occur. An employee may refer such conditions regarding the above to the Executive Board. The Executive Board shall meet with the Superintendent or his designee for planning purposes to deal with the issue of class size.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27th day of November, 2018.

FOR THE PENN HILLS SCHOOL DISTRICT:

Mrs. Erin Vecchio
President, Board of School Directors

Dr. Nancy Hines
Superintendent

Ms. Eileen Navish
Director of Business Affairs

ATTEST:

[Signature]
Board Secretary

FOR THE PENN HILLS EDUCATION ASSOCIATION:

Ms. Rodlyn Chio, President

Mr. Stephen Zera, Vice President

ATTEST:
## APPENDIX 1  SALARY SCHEDULE AND LEVEL PLACEMENT

### 2017-2018

2018-2019 (One (1) step movement or 2% added to step 19)
2019-2020 (1/2 Step Movement/ 0 monetary change)
2020-2021 (1/2 Step Movement/ 0 monetary change)

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# APPENDIX 2  SUPPLEMENTAL SALARY SCHEDULE

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**OTHERS**

| Trainer | Both | Fall, Winter | 9230.78 |
| Trainer | Both | Fall, Winter | 1676.36 |
| Trainer | Both | Winter       | 1676.36 |
| Trainer | Both | Winter       | 1069.22 |
| Trainer | Both | Spring       | 1676.36 |
| Athletic Coord | Linton | All Sports | 7522.17 |
| Ticket Manager | Both | All Sports | 3051.86 |
| Football | Both | Site Mgr    | 556 |
### SALARY SCHEDULE - NON-ATHLETIC SUPPLEMENTAL CONTRACTS FOR SPECIALISTS

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Refer to contract for full descriptions.