

May 27, 2021

# **Agreement**

**between the**

**Southmoreland  
School District**

**And**

**Southmoreland  
Education Association**

*Effective 2020-2021 school year through 2023-2024 school year.*

## TABLE OF CONTENTS

ARTICLE I RECOGNITION.....	2
ARTICLE II RESPONSIBILITY OF PARTIES TO AGREEMENT.....	2
ARTICLE III TERMS OF AGREEMENT.....	3
ARTICLE IV NO LOCK-OUT NO-STRIKE PROVISION.....	3
ARTICLE V HOURS OF EMPLOYMENT .....	3
ARTICLE VI GRIEVANCE PROCEDURE.....	5
ARTICLE VII RETRAINING.....	6
ARTICLE VIII SCHEDULING .....	6
ARTICLE IX INDIVIDUALIZED EDUCATION PROGRAMS .....	7
ARTICLE X VACANCIES AND TRANSFERS.....	7
ARTICLE XI FULL-TIME SUBSTITUTE TEACHERS AND REGULAR PART-TIME EMPLOYEES .....	10
ARTICLE XII SENIORITY .....	11
ARTICLE XIII FURLOUGH .....	12
ARTICLE XIV JUST CAUSE .....	13
ARTICLE XV EVALUATION.....	13
ARTICLE XVI PERSONNEL FILE.....	14
ARTICLE XVII CRITICISM OF TEACHERS .....	15
ARTICLE XVIII TEAM LEADERS.....	15
ARTICLE XIX EXTRACURRICULAR ACTIVITIES .....	15
ARTICLE XX ASSOCIATION RIGHTS AND PRIVILEGES .....	16
ARTICLE XXI REQUIRED MEETINGS OR HEARINGS .....	17
ARTICLE XXII SEPARABILITY .....	18
ARTICLE XXIII DISCRIMINATION.....	18
ARTICLE XXIV WAGES AND SALARY PROVISION .....	19
ARTICLE XXV OTHER EMPLOYEE BENEFITS.....	25
ARTICLE XXVI STATUTORY SAVINGS.....	29
ARTICLE XXVII MANAGEMENT RIGHTS .....	29
ARTICLE XXVIII EFFECT OF AGREEMENT AND MODIFICATION.....	30
ARTICLE XXIV EFFECTIVE DATE AND SIGNATURES .....	31
NON-ATHLETIC SUPPLMENTAL SALARIES .....	36
ATHLETIC SUPPLEMENTAL SALARIES.....	37

**ARTICLE I  
RECOGNITION**

The Southmoreland Board of Education hereby recognizes the Southmoreland Education Association PSEA/NEA as the exclusive representative for collective bargaining for all professional employees included in the bargaining unit as certified and determined under the provision of Pennsylvania Law (Act 195) providing for collective bargaining for public employees (PERA-R-445-W), dated April 22, 1971.

**ARTICLE II  
RESPONSIBILITY OF PARTIES TO AGREEMENT**

- A. Every reasonable effort should be put forth by the Board, the Association, the Administration, and the teachers to improve levels of efficiency and productivity of educational and teaching processes.
- B. The Board shall continue to review, study, and effectuate improved teaching methods, plans, programs, projects, curriculum, and other innovative means to improve schools and education and training of students. However, the Board recognizes that no single processor model of instruction should become the sole criterion for individual or program evaluation. The Board shall continue to participate when and where feasible and practicable, with governmental units and agencies – local, state, and federal – in such innovative means as it deems necessary to accomplish the improved qualities of education.
- C. A Joint Committee consisting of four (4) representatives each from the Board and the Association shall be established as soon as practical after ratification of this Agreement.
  - 1. The Committee shall meet quarterly at the request of either party to discuss such matters as teaching techniques, curricular improvements, pupil testing, evaluation, and other matters that will be valuable to the educational program of the Southmoreland School District.
  - 2. The agendas for these meetings will be formulated in advance by the Superintendent and a designated Association representative to allow all parties adequate preparation time.

**ARTICLE III  
TERMS OF AGREEMENT**

The term of this Agreement shall begin on July 1, 2020 and shall continue in full force and effect until June 30, 2024 or until such later date as the two (2) parties may hereinafter mutually agree. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto. Where this contract provides for any increase in insurance benefits, or new insurance program(s), such increase or new program(s) shall become effective with carrier approval. The employer shall be responsible for contracting within three (3) business days after the signing of this contract.

**ARTICLE IV  
NO LOCK-OUT NO-STRIKE PROVISION**

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions to which the parties have agreed, the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement, and the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement.

**ARTICLE V  
HOURS OF EMPLOYMENT**

- A. The school calendar shall provide for one hundred eighty (180) teaching days, four (4) In-service days, and two (2) clerical days.
- a. One (1) clerical day will be scheduled by the employee, for a total of seven and one-half (7 ½) hours before the first day of in-service and instruction. This seven and one-half (7 ½) hour period may be scheduled as a single seven and one-half (7 ½) hour day or by 90-minute increments to total seven and one-half (7 ½) hours.
  - b. One (1) clerical day will be scheduled by the district following the last day of instruction.
  - c. Of the in-service days, one shall be either a day of in-service or an equivalent of seven (7) one (1) hour work sessions not to exceed one (1) per month during the school term.

No teacher will be required to work more than eight and one-half (8 1/2) hours in a given school day, except in the cases of Meet the Teacher Night and Parent-Teacher Conferences. The teacher may work nine and one-half (9 1/2) hours on a voluntary basis when requested to do so by the building administrator. Also, the one (1) hour may be used in lesser amounts of not less than fifteen (15) minutes per day. The additional hours will generally be used for, although not limited specifically to: tutorial sessions, building

meetings, parent conferences, bus duty, curriculum writing, and other activities necessary to the operation of the school and school district.

Teachers will be notified as early as possible. If a conflict arises, accommodations will be made between the teacher and administrator regarding the scheduled time. Additional time will not be scheduled on a Friday, or the day before a holiday. The notice will include the amount of the one (1) hour to be used and the duty assignment.

- B. It shall be the obligation of all employees to attend one (1) "Meet the Teacher Night" annually as well as one (1) evening of Parent-Teacher Conferences. Said meetings shall be held in the evening for two (2) hours and three (3) hours respectively. The two (2) hour "Meet the Teacher Night" session and the three (3) evening hours of Parent-Teacher Conferences will be determined by the administration and posted after being voted upon during the normal Board voting process to accept the proposed yearly District calendar to ensure sufficient planning time for professional staff. As compensatory time for "Meet the Teacher Night" attendance, school shall be dismissed two (2) hours earlier than regular dismissal time on the last day prior to the Thanksgiving holiday break. As compensatory time for the three (3) mandatory evening hours for Parent-Teacher Conferences scheduled in November nearest to the Veteran's Day holiday, employees will complete their obligatory hours from 8 a.m. until noon (12 p.m.) the following day, which must immediately precede a non-school day.
1. Individuals who do not participate in one (1) "Meet the Teacher Night" due to illness will be charged  $\frac{1}{2}$  sick day when a medical excuse is provided. Specific to "Meet the Teacher Night", employees may report to "Meet the Teacher Night" after a sick day with no penalty.
  2. Individuals who do not participate in one (1) "Meet the Teacher Night" and do not provide a medical excuse will be charged  $\frac{1}{2}$  personal day.
- C. The Board of Education of the Southmoreland School District requires that each teacher be present for duty seven and one-half ( $7\frac{1}{2}$ ) consecutive hours each school day, except in the case of "Meet the Teacher Night" and Parent-Teacher Conferences.
- D. Total time specified in this clause shall include one half ( $1/2$ ) hour duty-free lunch period. Employees may leave the building during the duty-free lunch period with notification to the Principal or Principal's designee.
- E. The schedule for any day when students are dismissed prior to their regular dismissal time will be determined by the Administration after consultation with the President of the Association, except in cases of emergency.
- F. A "half day" (both AM and PM), for the purposes of this agreement shall be defined as three (3) hours and forty-five (45) minutes from the commencement of the teacher's workday.

**ARTICLE VI  
GRIEVANCE PROCEDURE**

- A. It is in the interest of the general public and in the interest of the school children that both employer and employee serve that grievances be reconciled and disposed of as expeditiously as possible.
- B. The parties agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the three (3) step grievance procedure described below after informal verbal discussion with the immediate supervisor.

Step 1.

- a. Person or persons initiating the alleged grievance during the school year shall present the grievance, in writing and on a form provided by the employer, to the first level supervisor (High School Principal, Middle School Principal, Elementary Principal, or Primary Center Principal) within twenty (20) business days after its occurrence or when the grievant knew or should have known of its occurrence. During the period of time between the last working day of a school year and the first working day of the subsequent school year, if the necessary signatories are not available, the Superintendent or designee and the Association President or designee may mutually agree to suspend the twenty (20) business day timeline until such a time that the necessary parties are available to attempt to resolve the grievance.
- b. The first level supervisor shall reply in writing to the grievance within ten (10) business days after initial presentation of the grievance. The Superintendent shall be considered the first level supervisor for those areas in which he/she has direct responsibility: i.e. salary, etc.

Step 2.

If the action in Step 1 fails to resolve the grievance within ten (10) business days to the satisfaction of the affected parties, the grievance shall be referred to the Superintendent, whose decision shall be in writing.

Step 3.

If the action in Step 2 above fails to resolve the grievance within twenty (20) business days to the satisfaction of the affected parties, they may, at the discretion of the Southmoreland Education Association Executive Committee within ninety (90) business days, submit the grievance to binding arbitration as provided in Section 903 of Act 195.

C. Rights of Teachers to Representation

1. Any aggrieved person shall be present at all steps of the grievance procedure, except where the exigencies of the situation dictate otherwise, and may be represented by himself/herself or at his/her option, by a representative selected or approved by the Association.
2. When a teacher is not represented by the Association, the Association shall have the right to be present and to participate in the process at the time of adjustment at each step of the grievance procedure.

**ARTICLE VII  
RETRAINING**

- A. The Board and the Association agree to attempt to fill with current staff possible vacancies within the bargaining unit. However, it is the responsibility of the professional employees to anticipate future potential vacancies.
- B. The Board agrees to reimburse the actual cost of this re-certification process up to the limits set forth in Article XXIV.C.2. The course of study shall be submitted by the employee to the Superintendent for prior approval before commencing the program. The employee will then be eligible for consideration for any future vacancies. However, vacancies will be filled according to Article X.

**ARTICLE VIII  
SCHEDULING**

- A. Teacher schedules, class size, and course offering shall be assigned as equitably as possible.
- B. Teachers shall be given a specific grade level, and teaching assignments, via email no later than August 1<sup>st</sup>. Tentative class lists which will include specific grade level and teaching assignments notifications will be made via School Messenger no later than August 10<sup>th</sup>.
- C. All teachers shall, in addition to their lunch period, have a daily preparation period during which they shall not be assigned to any other duties, except in cases of emergency.
- D. The secondary school day shall include a maximum of six (6) hours and fifteen (15) minutes of instructional time. No secondary teacher shall be required to teach more than eight (8) periods per day, inclusive of an intervention period, except in case of emergency.

- E. In Grade K-5, specialists, also known as itinerant teachers, will be scheduled to teach each homeroom as dictated by the master schedule.
  - a. Classroom teachers in K-5 will be scheduled for a maximum of three (3) PLC meetings in a six (6) day cycle during a time when they are not otherwise scheduled for their daily preparation period or their lunch.
  - b. Elementary teachers shall not be assigned duties during periods when specialists are teaching except in emergencies.
- F. Itinerant teachers may be used as deemed necessary to meet the instructional needs of students in the event of staff shortages.

**ARTICLE IX  
INDIVIDUALIZED EDUCATION PROGRAMS**

- 1. Teachers designated by the Superintendent to write Individualized Education Programs (IEPs) under Individuals with Disabilities Education Act (IDEA) 2004 will be compensated at the rate of pay for extra work (Article XXIV.F) if assigned over and above the regular school day, or be given release time. Compensation and/or release time must be pre-approved by the Superintendent or the superintendent's designee.
- 2. In scheduling students with Individualized Education Programs, the District will adhere to the Least Restrictive Environment (LRE) and Educational Placement for Students with Individualized Education Programs (IEPs) policy of the Pennsylvania Department of Education. Students with Individualized Education Programs will be scheduled in classrooms with their non-disabled peers on an equitable basis.

**ARTICLE X  
VACANCIES AND TRANSFERS**

A vacancy shall be defined as a new or vacated existing professional position created by or approved by the Southmoreland Board of School Directors.

A transfer of position shall be defined as: a move between buildings, a change between grade levels Kindergarten through eighth (8<sup>th</sup>) grade, or a change between certified areas.

- A. Posting of Vacancies
  - 1. Whenever a vacancy arises and has been approved by the Board of Education, the Superintendent shall promptly notify the Association and post notice for no less than ten (10) calendar days before the position is filled. Positions shall be posted with accompanying job description, qualifications, and salary, if applicable. Interested applicants must have their written requests to be considered for the



vacant position to the Office of the Superintendent on or before the date and time stated on the position advertisement.

2. During those periods when school is not in session, notification of vacancies shall be made to the professional employee by means of a memo included with his/her biweekly paycheck or separately via United States Mail. A fourteen (14) calendar day posting period shall begin on the Friday when the paycheck is due to be delivered to the employee or by the postmark on the envelope if delivered separately via United States Mail.

B. Filling of Vacancies Via Voluntary Transfer

1. When a present employee is bidding for any bargaining unit vacancy against non-employee applicant, the board agrees to fill the position with the bargaining unit member. A professional vacancy created by or approved by the Southmoreland School Board that occurs on or after August 1<sup>st</sup>, will be advertised according to Article X.A. If an existing employee is awarded the position, the employee will not actually fill the position until the subsequent school year.
2. In the event a bargaining unit member applies for transfer and is denied, the district will bear the burden of proof that it is beneficial to the students and/or academic programs to deny said voluntary transfer. This will be provided in writing to the employee. Employees shall suffer no loss in rights, benefits, or privileges as a result of a transfer or request for transfer. When a request for a voluntary transfer to a vacant position has been denied based on the outlined criteria, the employee must be notified by meeting with their supervisor and association representative. If the employee is not satisfied with the result of the meeting, the employee may:
  - a. Schedule a meeting with his/her immediate administrative supervisor to review the transfer and personally present his/her case within five (5) days.
  - b. The administrative supervisor will give written notice of the decision to the teacher within two (2) days of the meeting as scheduled in part "a" above.
  - c. If the decision of the immediate supervisor is not acceptable to the employee, he/she may, within ten (10) days of the decision, appeal said decision to the Superintendent. The decision of the Superintendent will be supplied in writing to the employee.
3. In the event that realignment is necessary to prevent a furlough of a bargaining unit member, this section will be subject to the terms of Article XIII.

C. Involuntary Transfers

When an involuntary transfer is deemed necessary, the following procedure shall be used:

1. Qualified volunteers shall be considered first.
2. A meeting between the bargaining unit member, their representative and administration must occur to notify someone of involuntary transfer or reassignment by July 1<sup>st</sup>, preceding the school year in which the transfer or reassignment is to be affected unless a vacancy occurs after that date. In such event that a position becomes available after July 1<sup>st</sup>, but before August 1<sup>st</sup>, persons to be transferred must be notified within five (5) business days of Administration becoming aware of the vacancy via a meeting with the bargaining unit member, representative, and administration. During this meeting the district shall bear the burden of proof that the involuntary transfer was in the best interest of the students and/or academic programs. Reasoning shall be provided in writing to the member within ten (10) business days.
3. Involuntary transfers or reassignments may not be made for arbitrary or capricious reasons.
4. When notice of an involuntary transfer has been received by a professional employee, the employee may:
  - a. Schedule a meeting with his/her immediate administrative supervisor to review the transfer and personally present his/her case within five (5) business days.
  - b. The administrative supervisor will give written notice of the decision to the teacher within ten (10) business days of the meeting as scheduled in part "a" above.
  - c. If the decision of the immediate supervisor is not acceptable to the employee, he/she may, within ten (10) business days of the decision, appeal said decision to the Superintendent.
  - d. If the decision of the Superintendent is not satisfactory to the employee, he/she may within ten (10) business days appeal to the Board.

D. Scope and Responsibility

1. This Agreement section titled "Vacancies and Transfers" shall apply only to vacancies occurring or transfers made within the bargaining unit.
2. If the process set forth in "Posting of Vacancies, Filling of Vacancies, Voluntary and Involuntary Transfers" is adhered to, then the decision of the Board shall be final and binding.

3. An involuntary transfer shall not be made more than once in a three (3) year period unless the transfer is necessary to comply with Article XIII. However, an individual that has been involuntarily transferred may request a transfer should a position become available within the three (3) year timeframe.
4. The bargaining unit member shall be compensated for reasonable preparation time to make the necessary change, but this time will not exceed fifteen (15) hours at the non-curricular rate.
5. When a bargaining unit member is involuntarily transferred per the terms of this section. The District shall provide assistance to move the unit members personal teaching equipment and materials to the new classroom/location. This **must** be completed by one week prior to the first in-service day of the year.

#### **ARTICLE XI**

#### **FULL-TIME SUBSTITUTE TEACHERS AND REGULAR PART-TIME EMPLOYEES**

- A. The Employer hires regular part-time professional employees who work on a regular basis throughout the course of the school year but who only work on a part-time basis. The Employer hires long-term substitute teachers, also known as full-time substitute teachers, to fill the positions of any professional employees who are on any kind of leave that extends for more than eighty-nine (89) consecutive days in one (1) school year.
- B. Full-Time Substitutes
  1. A full-time substitute teacher, also known as long-term substitute teacher, is a substitute hired to teach for more than eighty-nine (89) consecutive days in the same position.
  2. It is understood, agreed, and stipulated by the parties that full-time substitutes, also known as long-term substitutes, shall not accrue seniority rights while employed as substitutes.
  3. Full-time substitutes, also known as long-term substitutes, receive their assignments and appointments by letter from the employer.
  4. Full-time substitutes, also known as long-term substitutes, are required to have proper certification from the Department of Education as full-time permanent teachers.
  5. Full-time substitutes, also known as long-term substitutes, work the same daily hours as full-time permanent teachers.

6. Full-time substitutes, also known as long-term substitutes, assume the same assignments as full-time permanent teachers.
  7. Full-time substitutes, also known as long-term substitutes, are required to attend parent-teacher conferences and in-service days the same as full-time permanent teachers.
  8. Full-time substitutes, also known as long-term substitutes, prepare lesson plans and determine students' grades as part of their duties, the same as full-time permanent teachers.
  9. Full-time substitutes, also known as long-term substitutes, may be observed by their supervisors according to the same standards and procedures as those used for evaluating full-time permanent teachers.
  10. It is understood, agreed, and stipulated that no employee shall achieve the status of long-term substitute, also known as full-time substitute, unless and until said employee has been employed for more than eighty-nine (89) consecutive days in one (1) school year in the same position, or unless said employee has prior assurance of an assignment of at least eighty-nine (89) consecutive days.
- C. Regular Part-Time Employees
1. A regular part-time employee is a professional who is employed for at least one-half (1/2) day, three and one half (3 ½) hours on a regular part-time basis.
  2. Regular part-time employees shall perform all duties required of regular full-time employees and shall be extended a regular teaching contract.
- D. It is understood, agreed, and stipulated that all regular part-time employees and long-term substitutes, also known as full-time substitutes, shall be represented by the Bargaining Unit.

## **ARTICLE XII SENIORITY**

- A. Seniority as herein used shall mean the relative status of employees with respect to total length of service with the District.
- B. The parties agree that during the term of this agreement, the seniority list as posted and accepted on October 15 of each school year shall be the official order of seniority for all bargaining unit members employed by the District prior to that school year. Beginning with the 1987-1988 school year, length of service shall be the total service with the District from the employee's first day worked since last date of hire. Employees who

share the same first day worked shall be placed on the seniority list based on the results of a lottery system.

- C. Seniority shall continue to accrue during furlough and sabbaticals covered under the School Code and all Board approved leaves.
- D. Regular part-time professional employees
  - 1. An employee who has been furloughed and recalled to a part-time position, or an employee demoted to a part-time position, shall accrue seniority as if he was employed full-time.
  - 2. An employee who initially accepts a position of permanent employment on a part-time basis will accrue seniority on a pro-rata basis. In the event that said employee is furloughed and later recalled to a permanent position on a part-time basis, seniority will continue to accrue on a pro-rata basis.
- E. Seniority will continue to accrue during a leave (not to exceed two (2) years) which has been granted to an Association member, in order that he/she may serve as a State or National Officer of the Association.
- F. Any vacancy that occurs due to resignation, discharge, leave of absence, etc. shall first be subjected to the terms of Article X.
- G. A seniority list shall be posted by October 15 of each school year which shall include the date hired and indicate the seniority for each employee as of the date of the signing of the Agreement.
- H. Each employee shall have a period of thirty (30) business days after the posting of the yearly up-to-date seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest will be considered after thirty (30) business days of the posting of the seniority list, and the list shall be considered as final.

The Board or its agents will investigate all reported inaccuracies and make such adjustments as may be in order. The Board or its agents will reply in writing within ten (10) business days after receipt of the employee's letter and explain in detail the findings of the investigation which they have made and the decision which they have reached and shall post the updated list within thirty (30) business days. If the employee is unable to resolve his/her dispute regarding placement on the seniority list, the employee may file a grievance.

### **ARTICLE XIII FURLOUGH**

In the event of furlough, the District agrees to realign the total professional staff so as to retain the employee with the highest District seniority who is also properly certificated, thereby furloughing the least senior person possible.

#### **ARTICLE XIV JUST CAUSE**

The Board and the Association agree that no professional should be disciplined or deprived of any professional advantage without just cause.

#### **ARTICLE XV EVALUATION**

- A. Prior to filling any observation form or evaluation report on an employee's performance of his/her professional duties, the employee's immediate supervisor shall confer with the employee.
- B. The immediate supervisor and said employee shall confer no later than five (5) business days following the date of the observation or evaluation.
- C. At least one (1) business day prior to the conference, the employee shall be given a copy of any observation form or evaluation report.
- D. No observation form or evaluation report shall be placed in the employee's file prior to the conference with his/her immediate supervisor.
- E. An employee who has been transferred involuntarily into a subject area in which he/she has not taught for the preceding five (5) years, and who receives a rating of "failing" or "needs improvement" in the first year of the new assignment, shall be placed on a Plan of Improvement which will include the assignment of a mentor to be agreed upon by the Administration and the Association.
- F. When an employee receives an unsatisfactory rating, he/she shall be evaluated by a higher-level administrator. The latter evaluation shall also be placed in the employee file.
- G. A classroom observation period shall be defined as a time segment between fifteen (15) and forty-five (45) minutes. Following each period of classroom observation, the immediate supervisor must complete the approved evaluation form.
- H. Evaluation reports shall be provided on the PDE provided form and will include when pertinent:
  - 1. Strengths of the employee as evidenced during the period since the previous report, as noted on the data collection instrument.

2. Areas where the employee could improve as evidenced during the period since the previous report, as noted on the data collection instrument.
  3. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein a need for improvement has been indicated.
  4. Administration has duty to provide opportunities to implement suggestions for improvement.
- I. The District will utilize the evaluation model as developed by the Pennsylvania Department of Education and as aligned with Chapter 49 of the School Code, described in detail in The Pennsylvania Bulletin, Vol. 43, No. 25, June 22, 2013.
1. The rating tool consists of the one-page rating form used by LEAs to record the results of the data collection process which provides for a potential overall rating of Failing, Needs Improvement, Proficient or Distinguished. The rating form sets numeric values for these four rating levels on a zero to three-point scale.
  2. The rating tool includes descriptions of the four areas or domains set forth in Act 82 for teacher observation and practice. The four domains are as follows: planning and preparation; classroom environment; instruction; and professional responsibilities. The rating tool provides descriptions of educator performance or behavior at the four different rating levels in the four areas or domains.
  3. The district will establish an evaluation committee to discuss and review the PDE educator evaluation system and its provisions and guidelines. The committee will be comprised of district selected members and association selected members. The committee will not exceed eight members with equal representations from each of the selecting groups. The criteria for the elective elements or evaluation criteria not established by PDE shall be mutually developed and agreed upon.

## **ARTICLE XVI PERSONNEL FILE**

Employees shall have the right, upon request, to review the contents of their personnel file. An employee may request a copy, at his/her expense, of any material in his/her file. Upon request, an appointment will be arranged during office hours. The location of the personnel file of each employee shall be in the District Office. The employee may be accompanied by any representative he/she chooses during a review of his/her personnel file.

No material derogatory to an employee's conduct, services (except observations and ratings), character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material and respond thereto in writing. A copy of such response shall be attached to the original material.

The examination of an employee's file shall be limited to authorized personnel.

**ARTICLE XVII  
CRITICISM OF TEACHERS**

Criticism by a Supervisor, Administrator, or Board Member of a teacher and/or his, instructional methodology shall be made in confidence and not in the presence of students, parents, and other professional employees, or in any public gathering.

Likewise, no teacher shall criticize any school employee in the presence of students, parents, or in any public gathering.

**ARTICLE XVIII  
TEAM LEADERS**

- A. The Southmoreland School District and the Southmoreland Education Association believe that a clearly defined and articulated instructional program enhances student learning. To facilitate the articulation process, the Board has created the position of Team Leader. These individuals are neither curriculum writers nor administrators. Rather, they are members of the professional staff who are responsible for coordinating the efforts of either a curricular team or a grade level team of their colleagues in analyzing, developing, implementing, and evaluating instructional programs and resources, and assist in identifying potential security concerns.
- B. Team Leaders shall: coordinate curriculum or grade level team meetings during "Act 80" release time, in-service sessions and/or PLC Meetings; during team meetings, assign tasks to team members; communicate with other Team Leaders concerning areas of common interest or need; monitor progress of team tasks between curriculum sessions; inform principals of team progress on areas relevant to particular buildings or grade levels; identify in-service, facility, and material needs based on team input; submit a year-end report on team progress and/or completed materials as requested.
- C. Members of the professional staff may volunteer for Team Leader responsibilities, or they may be asked by colleagues or Administrators to serve. Team Leaders must be recommended by the Superintendent and are appointed yearly by the Board.

**ARTICLE XIX  
EXTRACURRICULAR ACTIVITIES**



The Board and the Association agree that extracurricular activities are worthwhile. Participation in extracurricular activities shall be voluntary but encouraged by both the Board and the Association. Extracurricular activities shall be defined as meaningful activities beyond the normal teaching duties – instruction and supervision.

Non-athletic extracurricular positions, or positions which may in the future become open, shall be offered to qualified members of the bargaining unit first. Qualifications shall be set at the time of posting by the administration and the board.

Varsity head coaching positions which may become open, shall be offered to qualified members of the bargaining unit first. Qualifications shall be set at the time of posting by the administration and the board.

Other athletic coaching positions shall be first posted to the bargaining unit members for 10 business days. Qualifications shall be set at the time of posting by the administration and the board with input from the varsity head coach.

In a case where a bargaining unit member is not available to fill any extra-curricular position, a non-bargaining unit member shall fill the position and be compensated at the salary specified in the agreement.

The board of education reserves the right to set job related qualifications for the aforementioned supplemental positions, and also the right to open supplemental positions as they see fit.

Agreed upon salaries for non-athletic and athletic supplemental contracts are shown in Appendices C and D.

## **ARTICLE XX ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The non-profit use of public school facilities shall be made available to the Association upon request to the Superintendent or his duly authorized designee provided that said facilities are not already scheduled.
- B. The use of the bulletin boards in the faculty room is permitted, provided the source of the material displayed is identified.
- C. The President of the Association shall receive, prior to each meeting, a copy of the agenda for the monthly meeting of the Board of Education.
- D. Conferences of Affiliates – Association Days

Up to eight (8) days for representatives of the Association to attend conferences or conventions of state and national affiliated organizations will be allowed at their own expense. The Association will assume the cost of substitute teachers.

E. Dues and Maintenance of Membership

1. The Board agrees to deduct dues from the salaries of professional employees who are members of the Southmoreland Education Association and authorize this deduction. Deductions will be made in as nearly equal installments as practicable during the school year. Monies deducted will be promptly transmitted to the Association. The Association will provide the Board with a signed authorization from the employees who have authorized dues and PACE deductions by October 15 of the school year.
2. All present professional employees who are members of the Association at the time this agreement is executed, and who voluntarily become members of the Association after the date of this agreement shall maintain membership as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.
3. Any professional employee that is not a member of the association holding a professional position covered by the scope of this agreement shall be entitled to all rights and privileges associated with this agreement per Janus v. AFSCME council 31.
4. The Association agrees to extend to all non-members the opportunity to join the Association.
5. 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. 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.
6. The Association agrees to indemnify and save the Board, Administration, and employees, and including each individual School Board Member, Administrator, and employee harmless against all claims, demands, costs, suits, or other forms of liability including, back pay, daily wages, and all court or administrative agency costs that may arise out of or by reason of, action by the Board or Administration for the purpose of complying with this provision or article of this Agreement.

**ARTICLE XXI  
REQUIRED MEETINGS OR HEARINGS**

- A. Whenever a professional employee is required to appear before the School Board concerning his/her professional status, the employee shall be given written notice of the

greater of either five (5) business days or what is required by the School Code and the right to have an Association representative present to represent him/her, if requested. (A dismissal requires ten (10) to fifteen (15) days notice. SC1127, as does a demotion SC1151)

- B. Whenever a professional employee is required to appear before the Administration for a Loudermill hearing which could result in the employee's dismissal he or she will be given five (5) business days notice and the right to have an Association representative be present if requested. An employee may waive the right to attend said hearing in writing.
- C. Whenever a professional employee is required to appear before the Administration or an investigator for an investigatory (Weingarten) interview (one which asks the employee to defend or explain his/her conduct that could lead to disciplinary action) he/she shall be given notice before the interview begins and the right to require an Association representative be present if requested.
- D. (1) Whenever a professional employee is required to meet with his/her Administrative superiors, and it is not an investigatory interview of that employee, but for other reasons including but not limited to: giving of instructions or training, corrections of work techniques, reminders of work requirements, or an investigation of some other employee or person or entity or of a complaint initiated by the employee, the employee shall be required to attend without advance notice or the right to an Association representative, but if during the course of the interview, the employee reasonably believes that he or she has become the subject of potential discipline, the he or she has the right to request an Association representative be present.
- (2) At the beginning of the meeting, the Administrator will announce the purpose of the meeting and limit his or her questions or statements to that subject. If the employee begins to comment on other matters, the Administrator will state that subject is not the purpose of this meeting, and we do not have to discuss that at this meeting.

## **ARTICLE XXII SEPARABILITY**

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

## **ARTICLE XXIII DISCRIMINATION**

The Association and the Board shall not discriminate against any professional employee on the basis of race, creed, color, national origin, sex, age, disability or lawful concerted activities for

the purpose of collective bargaining mutual aid and protection, bargaining collectively, or refraining from any or all such activities, in accordance with the laws of the United States and the Commonwealth of Pennsylvania.

#### **ARTICLE XXIV WAGES AND SALARY PROVISION**

The parties agree that wages and salaries to be affected by this Agreement are accurately reflected in the attached appendices, and that schedule of wages and salaries set forth shall be the schedule which shall remain in force for the period of this Agreement. In the event that the term of this Agreement shall be extended as provided in Article III, and in the event that such mutually agreed upon changes result in a condition of such an extension, then a revised schedule shall be executed by the parties and attached to and made part of this Agreement. The salary for a Non-School Code professional employee shall be the sole discretion of the Board.

##### **A. Method of Pay**

1. Each employee shall receive his/her annual salary commencing with the first pay in September and will be paid in twenty-six (26) installments every other Friday thereafter. The amount to be received, in equal installments, will be equal to the quotient arrived at from dividing the yearly salary by the number of pays in a given salary year. Should a future pay schedule of every other Friday necessitate twenty-seven (27) pays, employees will be provided notice by the business office prior to the start of the school year.
2. An employee who requests that his/her summer pay be paid in one (1) lump sum shall be paid on the first pay after the last day of school, providing that:  
The employee must request lump-sum payment by notifying the business office, in writing, no later than April 1<sup>st</sup>.

##### **B. Training-Experience Step**

1. Every temporary professional employee shall be placed on the proper training-experience step of the Southmoreland School District salary scale.
2. A professional employee who has experience in another school system when employed in the Southmoreland School District may be placed on the proper step of the Southmoreland salary schedule. The employee may be given credit for each year of experience (under valid certificate) up to the maximum salary for the certificates and degrees he/she holds. No employee having one (1) or more years of successful experience in another Pennsylvania Public School District be paid less than the second step on the Southmoreland School District salary schedule.

3. The Board and a prospective teacher shall mutually agree at the time of election to a proper step and salary. There shall be no further recourse.

C. Compensation for Credits Beyond the Last Degree

1. The Southmoreland School District shall pay amounts as remuneration for credits as listed below.

- a. It is emphasized that totals are cumulative; i.e. applicable towards increments mandated in the scale for professional employees who have earned a Master's Degree or equivalent, not in addition to this increment.
- b. Credits must be taken in the subject area being taught or in a related area. Education courses are considered to be in a related area. Credits earned through participation in workshops and/or in service days shall be included in this category. Credits in any other area must have prior written approval of the Superintendent.
- c. The number of credits taken during the school term (semester) shall not exceed twelve (12).
- d. If the employee leaves the District and secures full-time employment with another entity for the periods of time immediately following the year in which the District paid for the credit set forth below, the employee shall reimburse the District or have deducted from any remuneration, including accumulated wages or other monies due, as follows:
  1. If within twenty-four (24) months: one hundred percent (100%) of amount paid by the District,
  2. If more than twenty-four (24) months and up to thirty-six (36) months, then fifty percent (50%) of the amount paid by the District; and,
  3. If more than thirty-six (36) months, then no reimbursement is due.
- e. An official communication from the institution awarding credit must be filed with the Chief School Administrator as evidence of completion on or before September 1 of his/her evaluation and recommendation.

2. Compensation earned will be at actual cost per credit up to the following amount:
  - a. After September 1, 2020 - \$290
  - b. After September 1, 2021 - \$325
  - c. After September 1, 2022 - \$325

d. After September 1, 2023 - \$350

Credits earned beyond the initial twenty-four (24) will be compensated as per Article XXIV.C.2. For the first one through twenty-four (1-24) credits beyond the initial Bachelor's Degree, employees will earn fifty dollars (\$50) per credit.

3. The employee must receive a grade of "C" or better in the courses taken and must provide a receipt from the university or college at which the course was taken, as the means of verifying cost per credit in order to receive reimbursement. The Superintendent may waive the grade requirement in situations which he deems exceptional.
4. Credit reimbursement shall be made within a sixty (60) calendar day period following March 1<sup>st</sup> and/or September 1<sup>st</sup> submission deadline in a separate check and issued as a one-time payment which shall not be added to the base salary.

D. Retirement Allowance

1. Any bargaining unit member who retires while an employee of the Southmoreland School District, in accordance with retirement policies of the Public School Code, Section 1122, and the policies of the Southmoreland School District, shall be entitled to receive certain additional compensation at the time of retirement. The amount and type of compensation is delineated in Article XXIV.D.2. – D.3.
2. An employee who has completed at least fifteen (15) years of service with the Southmoreland School District or twenty (20) years of combined service as a professional employee with another District and Southmoreland School District who retires while this agreement is in effect shall receive the following into a non-elective 403(b) account of the District's choosing, whose plan documents shall be shared with the Association:
  - 2020-2021 school year seventy dollars (\$70) for each unused sick day, up to a maximum of two hundred and forty-five (245) days.
  - 2021-2022 and 2022-2023 school years seventy-five dollars (\$75) for each unused sick day, up to a maximum of two hundred and forty-five (245) days.
  - 2023-2024 school year seventy-five dollars (\$75) for each unused sick day, up to a maximum of two hundred and fifty-five (255) days.
3. Upon the death of a bargaining unit member, said payment in E.2. above, shall be made to his/her beneficiary or estate.

E. Extracurricular Activities

1. Each bargaining unit member employed in any extracurricular position listed in Appendices C. and D. shall be compensated according to the non-athletic and athletic supplemental salary schedules. Compensation for coaches, beyond the last event of the regular season will be \$20 per day of practice/competition not to exceed the WPIAL/PIAA regular scheduled season and playoff schedule. Head coaches will report practice dates and coach participation for post-season to the athletic director.
2. Payment for such activities will be made at the completion of the activity, and any professional employee holding any of these positions shall be in attendance for the duration of all practices, activities, and events except in case of absence approved by the Administrator.
3. These positions do not have protection under tenure, and each appointment may be renewed or terminated each year.
4. It is further understood that the wages, positions, and salaries as stated are applicable only if and when the employer authorizes the staff assigned to the position.
5. If new positions are created in extracurriculars, minimum salaries will be negotiated.

F. Rate of Pay for Extra Work

Professional employees who are approved to perform curricular or instructional services such as teaching night school, summer school, and students who are home-bound, shall be compensated at the following rate:

2020-2021 school year \$25 per hour  
2021-2022 school year \$29 per hour  
2022-2023 school year \$30 per hour  
2023-2024 school year \$30 per hour

Professional employees who are approved to supervise the weight room, detention, bus duty and other non-curricular or non-instructional services will receive fifteen dollars (\$15) per hour through the term of the Agreement.

G. Travel Pay

Any member of the bargaining unit who must travel during the course of his or her duties shall be reimbursed at the rate allowable by the Internal Revenue Service.

H. Fringe Benefits

1. Hospitalization

A. Health Insurance Plan

1. Westmoreland Intermediate Unit #7 Health Insurance Consortium Option PPO G to be continued in effect for the duration of the contract term, the premium cost of which shall be paid as follows:
  - a. Ninety two percent (92%) by the Board and eight percent (8%) of the 2019-2020 premium rates, paid, pretax by the employee, effective the first pay of September 2020 through the last pay of August 2021.
 

Ninety-one and three quarters percent (91.75%) by the Board and eight and one quarter percent (8.25%), paid, pretax by the employee, effective the first pay of September 2021 through the last pay of August 2023.

Ninety one- and one-half percent (91.5%) by the Board and eight and one half percent (8.5%), paid, pretax by the employee, effective the first pay of September 2023 through the last pay of August 2024.
  - b. Notification of benefit cost for the coming year will be made to the employees within one week of the time the district becomes aware of consortium costs.
2. In addition to the above plan, Westmoreland Intermediate Unit #7 Health Insurance Consortium Option PPO B at all similar levels (Single members and all others) shall be offered for the duration of the contract term at no cost to the employee. An employee shall have the option to elect the plan change according to the insurer's open enrollment policies.

2. Life Insurance

Group Term Life Insurance Policy shall be provided by the employer for all employees in the amount of the following rate (subject to Insurance Underwriter's approval).

2020-2021 school year \$35,000  
 2021-2022 school year \$45,000  
 2022-2023 school year \$45,000  
 2023-2024 school year \$45,000

3. Dental Coverage



The Board shall provide at no cost to the professional employee dental insurance equivalent to coverage provided during 2006-07 fiscal year. Full coverage in accordance with the terms of the dental plan stated above will be provided for the individual employee and family as appropriate. (Subject to Insurance Underwriter's approval). The term equivalent shall mean equal to or better than coverage provided by School Claims Service.

4. Vision Care Coverage

The Board shall provide at no cost to the professional employee Family Vision Care coverage equivalent to coverage provided during the 2006-07 fiscal year. The term equivalent shall mean equal to or better than coverage provided by School Claims Service.

5. The employer reserves the right to change insurance carriers for coverages 1 through 4 in this paragraph, provided the benefits are equal to or better than existing coverages; however, the Association will be given a thirty (30) day period to examine the benefits and make comments, but shall not have veto rights.

I. Compensation & Benefits for Full-Time Substitutes and Regular Part-Time Employees

1. Regular part-time employees shall receive the same salary as regular full-time employees in accordance with the negotiated contract, pro-rated.
2. Full-time substitute teachers, also known as long-term substitute teachers, shall be paid five thousand dollars (\$5,000) less than the annual starting salary listed in the school year salary schedules attached hereto.
3. Regular part-time employees and full-time substitute teachers, also known as long-term substitute teachers, shall be provided to the employee, hospitalization, major medical, life, dental, and vision insurances for the individual as provided by Article XXIV.

In the event that a full-time substitute teacher has assurance of an assignment of at least eighty-nine (89) consecutive days, five (5) sick days will be awarded in the same manner as they are awarded to full-time employees. When the position continues for more than eighty-nine (89) consecutive days, sick days will accumulate in the following manner:

90-117 days – Add 1 sick day  
118-135 days – Add 1 sick day  
136-153 days – Add 1 sick day  
154-171 days – Add 1 sick day  
172-185 days – Add 1 sick day

4. Regular part-time employees and full-time substitute teachers, also known as long-term substitute teachers, shall receive one (1) personal day per year.

J. Waiver of Hospitalization Benefits

1. An employee whose spouse also works in the school district and who is covered by a spouse's hospitalization plan may elect to accept one thousand five hundred dollars (\$1,500) per year in lieu of coverage. This provision will not apply to any employee who becomes married after July 1, 2009.
2. An employee whose spouse works outside the school district and is covered by the spouse's hospitalization program may elect to accept two thousand dollars (\$2,000) per year in lieu of coverage. With the participation of 15% of employees covered under this contract, the benefit will increase to \$4500.
3. Employees choosing this option shall notify the Business manager no later than May 1 for election in the following contract year. In the event 15% do not participate, notification will be made to allow opportunity for parties to withdraw their interest. If the 15% criteria is met the incentive offered for the year will remain in effect for the fiscal year, regardless of decrease in percentage.
4. Payment in lieu of benefits will be prorated and paid on the second pay of each month.
5. Employees wishing to re-enter the plan due to life changing event, shall notify the business office of their intent.

**ARTICLE XXV  
OTHER EMPLOYEE BENEFITS**

The parties agree that other employee benefits to be provided under this agreement are accurately reflected below and made part of this Agreement. Any changes in other employee benefits to which the parties may agree, conditioned upon a change in the terms of this Agreement, as provided in Article III, shall be evidenced by a revised list of benefits which shall be executed by the parties and attached hereto and made part of this Agreement.

A. Notification of Accumulation of Sick Leave

1. Teachers shall be given a written accounting of accumulated sick leave days, years of service, and salary step not later than September 30 of each school year.
2. Sick leave shall be credited to the employee on the first in-service day in accordance with the provisions of the School Code. A sick day shall be defined as paid sick leave, usable by the employee to (1) recuperate from illness or (2) seek medical care, for as long as the employee's leave allows, or (3) provide care for a spouse, child or parent of employee or spouse, or member of the employee's household for up to ten (10) business days in a school year.

3. A medical excuse may be required after the 3<sup>rd</sup> consecutive day of absence.

B. Extended Uncompensated Sick Leave

The Board shall grant leave without compensation to any tenured employee who, because of a single catastrophic accident or illness, uses all of his/her accumulated sick leave in accordance with the following terms:

1. If sick leave is totally exhausted after the first day of work in the contract year, the employee shall be placed on unpaid sick leave through the following June 30.
2. If sick leave is totally exhausted after January 1, the employee shall be placed on unpaid sick leave until the following January 1.

C. Personal Leave Days

1. Two (2) personal leave days per year, shall be provided for all members of the professional staff, to be used at the discretion of the employee. Effective with the start of the 2022-2023 work year, one (1) additional personal leave day shall be provided for employees who have reached fifteen (15) or more years of service, totaling three (3) per year for these members. One (1) of the ten (10) sick days received by a member of the professional staff each year may also be used as an additional personal day following the exhaustion of any/all accumulated personal days.
2. The Superintendent or designee shall be notified by the employee at least forty-eight (48) hours in advance of the date requested of a personal day when possible. The Superintendent may, at his discretion, waive this requirement.
3. A maximum of ten percent (10%) of the total staff at the elementary level (K-5) and ten percent (10%) of the staff at the secondary level (6-12) will be granted a personal day(s) on any given date(s). Written dated requests will be considered on a year-to-year basis and will be granted on a first-come, first-service basis. Requests to utilize more than 3 personal days consecutively must be made in writing and delivered in person to the superintendent or his designee
4. Unused personal days will accrue as sick leave unless written notice is submitted to the business office by the end of business on June 15<sup>th</sup> requesting that the days are carried over as personal days. An employee may bank up to two (2) unused personal days in a year, allowing for a maximum balance of four (4) personal days in a school year. Personal days in excess of four (4) days will be accrued in the employees sick leave bank

D. Emergency Day

A professional employee shall be granted one (1) emergency day. The employee shall have direct correspondence with his/her immediate supervisor indicating the reason for his/her absence request at the time of that request.

#### E. Parental Leave

A parental leave not to exceed one (1) year in length shall be granted to professional employees for the purpose of rearing children recently born or adopted. However, upon request, the Board may grant an additional period of time. The employee shall provide the Superintendent with a minimum of thirty (30) days' notice at the beginning of said leave and a minimum of thirty (30) days' notice at the end of such leave.

While on parental leave, no salary shall be paid to said employee. The employee shall be entitled to continue insurance benefits at his or her own expense by remitting the cost to the District.

Employees may use accumulated sick leave while disabled during pregnancy. All fringe benefits shall apply during the period of such disability at no cost to the employee.

In cases where a pregnancy should terminate by medical complications, the bargaining unit member requesting leave retains the right to terminate the parental leave with thirty (30) days' notice to the employer.

The employee shall be entitled to resume his/her former position or a substantially equivalent position and shall enjoy all rights and privileges to which the employee was entitled at the commencement of such leave.

#### F. Legal Leave

Bargaining unit members called for Jury Duty or subpoenaed by the Court for school-related business shall be granted leave for the Court for this purpose. An employee shall be paid the difference between his/her per diem salary and the amount received by him/her for such duty. The employee shall suffer no loss of salary, benefits, or other contractual advantage as a result of such leave.

Additionally, bargaining unit members subpoenaed to court for reasons other than those stated, who have prior approval by the Superintendent, shall receive approved leave with or without pay, at the discretion of the Superintendent.

#### G. Sabbatical Leave

1. Sabbatical leaves of absence for restoration of health shall be granted to any professional employee as outlined in Act 66 of 1996, which amended School Code provisions. Professional employees while on sabbatical leave of absence shall retain all rights granted as though they were in daily attendance.

2. An employee taking a sabbatical leave of absence for the purpose of restoration of health shall submit medical verification in writing indicating the need for the sabbatical. Prior to returning to full service, the employee must submit medical verification in writing indicating that the employee is able and capable of performing the job responsibilities to which the employee is assigned.
3. Upon return from a sabbatical leave, for restoration of health, the employee will be placed on the salary schedule at the level the employee would have achieved had the employee remained in full service.
4. The employee will be returned to the same position held prior to the sabbatical leave of absence for restoration of health. In the event that this position no longer exists upon the employee's return, a similar position will be assigned.

#### H. Leave for Professional Development

A Professional Development Leave shall be granted at the sole discretion of the Board consistent with Act 66 of 1996, which amended the School Code sabbatical provisions. Eligibility, the application and documentation process; and the employee and employer commitment shall be the sole determination of the Board.

#### I. Classroom Occupational Exchange Leave

A classroom occupational exchange shall be granted at the sole discretion of the Board consistent with Act 66 of 1996, which amended the School Code sabbatical provisions. Eligibility, the application and documentation process; and the employee and employer commitment shall be the sole determination of the Board.

#### J. Bereavement

1. Whenever an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary for said employee for an absence not in excess of five (5) consecutive calendar days, beginning on the calendar day after the day of passing and one (1) of which is the day of interment or cremation. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, daughter-in-law, son-in-law, grandchild, step-parent(s), and step-children or near relative who resides in the same household, or any person with whom the employee has made his home. The Superintendent may extend the period of absence, with pay, at its discretion as the exigencies of the case warrant.
2. Up to three (3) consecutive calendar days at one (1) time shall be granted to an employee in the event of the death of a grandparent. The Superintendent may extend the period of absence, with pay, at its discretion as the exigencies of the case warrant.

3. Whenever an employee is absent because of the death of a near relative of the employee or his/her spouse, there shall be no deduction in salary of said employee for an absence not in excess of one (1) calendar day. The Superintendent may extend the period of absence, with pay, at its discretion as the exigencies of the case warrant. The definition of near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

**ARTICLE XXVI  
STATUTORY SAVINGS**

This agreement shall not be construed to deny or restrict any professional employee from such rights as he/she may have under the Public School Code of 1949, as amended, or the Public Employee's Relations Act, commonly known as Act 195.

**ARTICLE XXVII  
MANAGEMENT RIGHTS**

Nothing in this agreement shall be construed to deny or restrict the District from such rights as the District may have under the Public School Code of 1949, as amended, or the applicable labor relations laws, including Act 195 of 1970 and Act 88 of 1992.

The Association recognizes the right and authority of the District to administer the business of the District and in addition to other functions and responsibilities which are required by law. The Association recognizes the District has the full right and responsibility to direct the operations of the District, to promulgate rules and regulations and to exercise the prerogatives of management which include but are not limited to the following which are not modified by the express terms of this Agreement or Acts 195 or 88.

1. To manage and direct its employees including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, discipline for just cause subject to applicable law and the express terms of this Agreement.
2. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed.
3. To determine the District's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes.
4. To determine the size and composition of the work force in the District's organizational structure.
5. To determine when a job vacancy exists, the duties to be included in all job descriptions and the standards of quality and performance to be maintained.

6. To maintain the security of records and other important information.
7. To determine the overall budget.
8. To maintain and improve the efficiency and effectiveness of the District's operations.
9. To determine and implement necessary actions in emergency situations.

**ARTICLE XXVIII  
EFFECT OF AGREEMENT AND MODIFICATION**

- A. The parties mutually agree that the terms and conditions expressly set forth in this Agreement represent the full and complete understanding, agreement and commitment between the parties hereto, and that such Agreement has been reached voluntarily without undue or unlawful coercion, influence, or force by either party.
- B. All items included within this Agreement shall not be subject to renegotiation or a duty to bargain again until negotiations for a new agreement commence in accordance with the provisions of Act 195. This Agreement shall not be modified in whole or in part during its term unless the parties mutually agree in writing to negotiate to alter, amend, supplement or modify it, with said change only by a written instrument duly executed by both parties.

**ARTICLE XXVIV  
EFFECTIVE DATE AND SIGNATURES**

This Agreement is made and entered into this 27<sup>th</sup> day of May, 2021 by and between the Southmoreland School District and Southmoreland Education Association.

**SOUTHMORELAND SCHOOL  
DISTRICT**

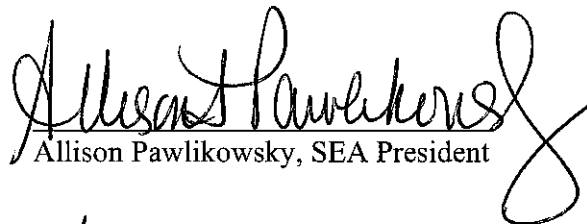
**SOUTHMORELAND EDUCATION  
ASSOCIATION**

BY:

BY:



Michelle Williams, Board President



Allison Pawlikowsky, SEA President



Vince Mascia, Superintendent



Kim Kelley, SEA Vice President



Margaret Tarasan, Board Secretary



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") made this 19<sup>th</sup> day of August, 2021, by and between the SOUTHMORELAND SCHOOL DISTRICT ("District") and the SOUTHMORELAND EDUCATION ASSOCIATION ("Association") (referred to collectively as "the Parties").

WHEREAS, the Parties entered into a Collective Bargaining Agreement ("CBA") effective 2020-2021 through 2023-2024; and

WHEREAS, the Association is the exclusive representative for employees in the bargaining unit; and

WHEREAS, the District offers an Extended School Year ("ESY") program staffed by bargaining unit employees for the benefit of eligible students with disabilities; and

WHEREAS, rate of pay for ESY teachers is set by Article XXIV, Section F of the CBA – Rate of Pay for Extra Work; and

WHEREAS, Article XXIV, Section F provides a \$25.00 hourly rate of pay for the 2020-21 school year and a \$29.00 hourly rate of pay for the 2021-22 school year; and

WHEREAS, the District offered, and bargaining unit employees accepted, a higher rate of pay for summer 2021 ESY in order to fully staff the program; and

WHEREAS, the Parties wish to memorialize this one-time increase in the hourly rate for ESY teachers without establishing a precedent or practice.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. ESY teachers shall be paid an hourly rate of \$35.00 for teaching during the District's summer 2021 ESY program.
2. The Parties agree that this Memorandum of Understanding shall not become a part of the Agreement, does not establish a practice between the parties, and will not be cited as precedent of any alleged practice by either side. Either Party may cite this Memorandum of Understanding in order to enforce its terms.
3. By signing this Memorandum of Understanding, the Parties hereto acknowledge that they understand this Agreement and enter into it voluntarily and that there are no written or oral understandings or agreements that are not set forth herein. This represents the Parties' full understanding on this issue.
4. Any disputes regarding this agreement shall be enforceable through the grievance procedure of the Collective Bargaining Agreement.

(signatures on next page)

IN WITNESS WHEREOF, the Parties hereto have set their hand(s) and seal(s) the date first above.

ATTEST:

**SOUTHMORELAND SCHOOL DISTRICT**

Margaret Parasian  
Secretary

By: Michelle Williams  
Board President

**SOUTHMORELAND EDUCATION ASSOCIATION**

By: Alicia Pawelkowsky  
President