

AGREEMENT  
BETWEEN THE  
SOUTHERN LEHIGH EDUCATION ASSOCIATION  
AND THE  
SOUTHERN LEHIGH SCHOOL DISTRICT

September 1, 2016 – August 31, 2020

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**PART 1**  
**UNION / EMPLOYER RELATIONS**  
**AGREEMENT**

THIS AGREEMENT entered into by and between SCHOOL DISTRICT OF SOUTHERN LEHIGH (hereinafter referred to as the "Employer") and SOUTHERN LEHIGH EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

WITNESSETH:

The parties hereto, intending to be legally bound hereby, mutually agree as follows:

**1. RECOGNITION**

The Association, which was duly certified on December 18, 1970, by the Pennsylvania Labor Relations Board following a joint request for certification and as amended in 1988, is recognized by the Employer as the bargaining agent for such of Employer's public employees comprising all teachers, librarians, school counselors, nurses, dental hygienists and psychologists (hereinafter referred to as "Employees") but excluding supervisors, first level supervisors and confidential employees as defined in the Public Employee Relations Act (1970 July 23, P.L. 563; 43 P.S. 1101.101 et seq.), hereinafter referred to as the "Act".

Annually, the Association will notify the District Superintendent of the names of the newly elected officers.

**2. TERM OF AGREEMENT**

This Agreement shall be effective as of September 1, 2016, and shall continue in full force and effect through August 31, 2020. Nothing herein contained shall prevent the parties from mutually agreeing, in writing, to extend the effective date of this Agreement.

**3. NO STRIKES AND NO LOCKOUTS**

There shall be no strikes, stoppages of work, slowdowns, lockouts or any other interference with performance of assigned work or duties of whatsoever nature during the term of this Agreement, or any extension thereof, it being expressly agreed that the sole remedy for any disputes that may arise shall be through and by utilization of the grievance procedure set forth in Union/Employer Relations, Article 5, Grievance Procedure.

#### **4. EMPLOYER'S RESERVATION OF RIGHTS**

It is specifically agreed that all negotiable matters have been discussed during the negotiation of this Agreement. During the term of this Agreement no additional negotiations will be held, unless provided for specifically herein or pursuant to Act 195 of 1970, and Act 88 of 1992 as amended.

The Employer reserves the right to alter, change or modify all other matters, conditions or benefits, unless otherwise provided herein or pursuant to Act 195 of 1970, and Act 88 of 1992 as amended.

#### **5. GRIEVANCE PROCEDURE**

A. Recognizing that reconciliation and disposition of grievances is in the best interests of the school children and the general public whom both Employer and Employee serve, all grievances which may arise out of the interpretation of the provisions of this Agreement shall be resolved as expeditiously as possible in accordance with the following procedure:

Step 1. The aggrieved Bargaining Unit Member will first discuss the grievance with the principal or immediate superior or a designated representative with the objective of resolving the matter informally.

In the event that informal discussions with the principal or the individual's immediate superior or a designated representative do not resolve the grievance, or if no meeting takes place within the time frame after a reasonable effort; the aggrieved Bargaining Unit Member shall file a grievance, in writing, on the proper form by presenting such grievance to the building principal within fifteen (15) school days after the alleged occurrence. The grievance shall identify the specific article(s) and line number(s) of the contract that is (are) alleged to have been violated. The building principal shall reply in writing, to the employee with respect to such grievance within ten (10) school days after receipt of the written grievance.

Any employee initiating an alleged grievance, at his or her request, may be represented by the Association at any stage of the grievance procedure.

Step 2. If the grievance is not resolved by step 1 to the satisfaction of the employee, the grievance may be referred to the superintendent or to his designated representative within ten (10) school days following the building principal's reply. The superintendent or his designated representative shall reply, in writing, to the employee with respect to such grievance within ten (10) school days after the matter has been referred to him.

The superintendent or his designated representative must provide the grievant and his representative an opportunity to present the grievance if the grievant requests it.

Step 3. If the grievance is not resolved by step 2 to the satisfaction of the employee, the grievance may be referred to the Board of Education at its first regular meeting occurring ten (10) days or more after the superintendent's reply. The Board of Education shall reply, in writing, to the employee within ten (10) days following the meeting at which the grievance has been referred. A Board level hearing may be held by mutual agreement of the parties.

Step 4. If the grievance is not resolved by step 3 to the satisfaction of the Southern Lehigh Education Association, the grievance may be referred to an arbitrator for a binding decision pursuant to Section 903 of the Act within ten (10) school days after the Board's response in accordance with step 3.

#### B. Time Limit

(i) If the grievance extends beyond the school year, then district office days instead of school days shall be applicable in calculating the above time limitations.

(ii) School days shall mean those days during the normal school calendar that the employee is present on the job.

(iii) Time limits may be extended or contracted by mutual agreement in writing.

#### C. Miscellaneous

(i) All meetings and hearings under this procedure shall not be conducted in public and shall only include such parties in interest and their designated representatives and persons who give relevant testimony.

(ii) A group grievance may be initiated through the president of the SLEA as an association grievance if said grievance affects a group, or class, of Bargaining Unit members. Such grievance shall commence at the lowest level or with the supervisor having jurisdiction over all members of the group.

## **6. PROFESSIONAL DUES DEDUCTION**

A. The District shall deduct from the salary of the professional employees membership dues of the Association and transmit the deductions to the Association provided the District has been presented with cards signed by the individual professional employees authorizing such deductions.

B. The monies deducted in accordance with Section A of this Article shall be transmitted to the Association on a bi-weekly basis.

C. The Association shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the District in reliance upon the payroll deduction authorization cards submitted by the Association to the District.

D. All payroll deduction authorization cards shall be collected and approved by the Association which shall submit the same to the District.

E. Payroll deduction authorization cards shall be printed at the expense of the Association and presented to the District by the end of the third week of October to qualify for full deductions during the school year. For those professional employees hired for the second semester of the school year, the form shall be presented to the District by the end of the last full week in February to qualify for dues deductions during the second half of the school year, ending June 30.

### **F. Fair Share Deductions**

(i) Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided by law.

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

(iii) The Association agrees to extend to all nonmembers the opportunity to join the Association, and to fully inform them of all options in that regard.

(iv) 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 bear the expense of the School District's defense. The School District and the Association will each suggest a maximum of three (3) attorneys in an attempt to mutually agree upon a single selection. If after discussion there is no mutual agreement, then the School District will have the final decision of its counsel. The School District agrees to give the Association immediate notice of any such legal action brought against it, and the parties agree to cooperate fully with each other in the defense of the case.



(v) 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. However, 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 obligations under this Article.

(vi) The Association shall provide the District with a copy of the data for the calculation of the amount of the fair share fee to be deducted.

(vii) The Association shall provide annually a list of employees in each membership and/or fair share fee category.

## **7. DISCRIMINATION**

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, political affiliation, and place of residence.

## **8. JUST CAUSE**

No professional employee shall be disciplined, discharged, and/or reduced in compensation without just cause. 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 will be made available to the professional employee and the Association.

## **9. VALIDITY**

If any clause, sentence, paragraph or part of this Agreement be adjudged by any State or Federal order or by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

## **SCHOOL DISTRICT OF SOUTHERN LEHIGH**

Date: \_\_\_\_\_ By: \_\_\_\_\_

## **SOUTHERN LEHIGH EDUCATION ASSOCIATION**

Date: \_\_\_\_\_ By: \_\_\_\_\_

## **PART II**

### **WORK DAY, YEAR, POSITIONS AND SENIORITY**

#### **1. WORK DAY**

The length of a work day for all professional employees shall be seven and one-half (7½) hours, inclusive of a lunch period.

#### **2. THE SCHOOL YEAR**

The Employer shall determine the school calendar. The employee shall work a maximum of 191 days per year (four of which may, or may not, be made up as a result of closings) at the discretion of the Board. During the initial year of their employment, teachers new to the district shall work a maximum of 195 days. The school year shall normally occur between September 1 and June 30.

In addition, all professional employees covered by this Agreement may be required, without additional compensation, to spend no more than twelve (12) hours per school year as specifically assigned by the Administration beyond the seven and one-half (7½) hour school day for work-related duties such as, but not limited to, open house, faculty meetings, bus duty, science fairs, parent-teacher conferences and PTA meetings. Any assigned hours over the twelve (12) hours per school year will be compensated at the homebound instruction rate.

The Administration may require, without additional compensation, Professional Employees to spend an additional three (3) hours per Contract year in an activity. The choice of this activity shall be at the discretion of the Administration.

Inservice / Professional Development days will consist of 6 hours of instruction with 1.5 hours designated for lunch and travel between buildings.

#### **3. DEDUCTION FRACTION**

The deduction fraction for chargeable daily absences for the duration of this Agreement shall be on a per diem rate (calculated to be 1/191 of the employee's salary) during the life of the Agreement. Teachers new to the district in each year of this Agreement will be subject to salary deduction at the per diem rate (calculated to be 1/195 of the employee's salary for only their first year of employment). During the first year's orientation, two (2) hours on one of the designated days shall be provided to the Southern Lehigh Education Association for an Association/Membership Awareness program.

#### **4. PART-TIME PROFESSIONAL EMPLOYEES**

Part-time professional employees shall receive the following compensation and benefits:

A. 37.5 hours per week is considered full time.

B. Part time is considered to be anyone who has an established schedule with the District to work less than 37.5 hours per week.

C. Any part-time professional employee whose established schedule places them above the required hours threshold for participation in the District-sponsored health insurance Plan shall receive pro-rated medical, dental and prescription drug, vision, life insurance and income protection coverages. In addition, all part-time employees shall receive pro-rated sick leave, personal leave, emergency leave, funeral leave and tuition refund as set forth in the collective bargaining Agreement. All other terms of the Agreement shall apply.

D. Part-time professional employees will be given one year of service credit for each year of part-time professional service to the Southern Lehigh School District.

#### **5. GUIDANCE COUNSELORS, SPEECH THERAPISTS, TECHNOLOGY COACHES AND SCHOOL NURSES**

The Guidance Counselors shall work a guaranteed minimum of 10 days in addition to their regularly scheduled school year and be compensated at the per diem rate (as calculated in Article 3 above). The additional 10 days are to be scheduled by the appropriate building principal.

Technology Coaches and Speech Therapists may be assigned up to 10 days in addition to their regularly scheduled school year and will be compensated at the per diem rate (as calculated in Article 3 above). These additional 10 days will be scheduled by mutual agreement.

School Nurses may be assigned up to 3 days in addition to their regularly scheduled school year and will be compensated at the per diem rate (as calculated in Article 3 above). The additional three days are to be scheduled by mutual agreement.

Professional Employees who work beyond the regularly scheduled school year shall receive compensation after the date they have worked. The Employer agrees to pay Professional Employees who work beyond their regularly scheduled school year within one pay period after the date the Professional Employee has submitted to the Employer a time sheet which indicates the time worked.

## **6. READING SPECIALIST(S) AND INSTRUCTIONAL SUPPORT TEAM (IST)**

Any Reading Specialist(s) and/or IST professional employees required to work beyond the regularly scheduled school year of 191 days shall be compensated at the per diem rate (as calculated in Article 3 above) for up to 30 days, or more days if by mutual agreement. The additional days are to be scheduled by the district/appropriate supervisor. All other terms and conditions of employment are defined by the collective bargaining Agreement.

Professional Employees who work beyond the regularly scheduled school year shall receive compensation after the date they have worked. The Employer agrees to pay Professional Employees who work beyond their regularly scheduled school year within one pay period after the date the Professional Employee has submitted to the Employer a time sheet which indicates the time worked.

## **7. SCHOOL PSYCHOLOGISTS**

Any Psychologist required to work beyond the regularly scheduled school year of 191 days shall be paid at the per diem rate (as calculated in Article 3 above) for up to 40 days, or more if by mutual agreement. The additional days are to be scheduled by the district/appropriate supervisor. All other terms and conditions of employment are defined by the collective bargaining Agreement.

Professional Employees who work beyond the regularly scheduled school year shall receive compensation after the date they have worked. The Employer agrees to pay Professional Employees who work beyond their regularly scheduled school year within one pay period after the date the Professional Employee has submitted to the Employer a time sheet which indicates the time worked.

## **8. NOTIFICATION OF ASSIGNMENT**

All employees shall be given written notice of their anticipated assigned buildings and subject assignments for the following September no later than the last day of June. In the event that changes in buildings or assignments are made due to unforeseen circumstances or changes in conditions, all affected employees shall be notified of the new assignments.



## **9. POSTING OF VACANCIES**

All full- or part-time professional vacancies shall be advertised by posting the following information on the District website and conveying by District email to all employees :

- A. job title
- B. qualifications
- C. salary range, when available
- D. procedure for application
- E. time limit for applications

An attempt will be made by the Superintendent or his/her designee to post vacancies as they occur.

Postings shall be required only for positions which are available for one full semester or more. Postings shall not be required when the person who previously held the position has not given sixty (60) days of written notification to the District.

Extracurricular vacancies will be posted, as they occur, on the District website and conveyed by District email to all employees , giving information listed in A, B, C, D, and E above.

Any member of the bargaining unit may apply for the position. The selection of the person to fill the vacancy shall be made at the sole discretion of the Employer, and its decision shall be final and binding.

## **10. REDUCTION IN FORCE AND SENIORITY**

If and when the Employer shall deem it necessary to reduce the professional staff, the following shall apply:

If the furlough(s) cannot be avoided through normal attrition, members shall be retained on the basis of seniority rights acquired through continuous employment in the Southern Lehigh School District in any or all areas of certification. Seniority shall include those years taught in the districts which have been consolidated into the Southern Lehigh School District. Full seniority will accrue to involuntarily demoted part-time employees. Seniority shall continue to accrue during furloughs and all approved leaves of absences. Members of the bargaining unit shall be permitted to exercise seniority rights only after tenure is granted.

Members of the Bargaining Unit cannot exercise seniority rights into any area in which they are not certified.

Should there be more than one (1) employee with exactly the same number of days of seniority in the same area of certification, the individual whose name appears



last in the school board minutes of the meeting at which these employees were initially hired shall be considered the least senior employee. Conversely, the first name that appears in the school board minutes shall be considered the most senior employee of the group.

If it appears a reduction in staff is necessary, the Employer shall meet with the Bargaining Agent prior to the notification of the employee(s) involved, for the purpose of discussing possible methods of avoiding employee furloughs. This meeting shall be held no later than August 1 of each year. The Employer shall also give at least thirty (30) calendar days advance notice of layoff/suspension to the employee(s) involved and to the Bargaining Agent.

The final determination of the number of professional employees to be furloughed, according to Section 1124 of the PA School Code, shall be reserved to the Employer and shall not be subject to the Grievance procedure or arbitration under the terms of this contract.

Furloughed teachers annually, at the anniversary date of the furlough, must report to the Employer in writing his/her intent to accept the same or similar position when offered. It shall be the responsibility of the furloughed employee to notify the Employer, in writing, of any address change.

A recall position shall be defined as 1) a professional vacancy; or 2) an opening in excess of 90 teacher-day duration. Recalled employees shall be compensated at their current salary placement.

Furloughed employees shall have the right to refuse full-time substitute positions.

Furloughed employees will be recalled in the inverse order of their furlough when a recall position exists for which they are certified. No new appointment shall be made in a subject area when there is a certified furloughed employee available who has had prior teaching experience in the subject area.

If a furloughed teacher refuses a recall position offered for which the furloughed teacher has proper certification, the name will be stricken from the recall list. Upon request, furloughed teachers will be placed on the day-to-day substitute teacher list in the areas of their certification, and compensated at the then current daily rate.

Employees who are furloughed shall be given the opportunity to substitute on a day-to-day basis in a Bargaining Unit position outside the area of their certification when a certified substitute cannot be secured by the Employer, providing that there is no violation of the Professional Personnel Certification and Staffing Policies and Guidelines of the Pennsylvania Department of Education, as may be amended.



A furloughed employee who is enrolled in a day-time college program during the period of furlough and who is recalled shall be given the option of delaying his/her return to service until the end of the current semester.

No furloughed employee shall be prevented from engaging in another occupation during the period of furlough.

## **11. SCHEDULING/ASSIGNMENT OF DISTANCED EDUCATION AND ONLINE EDUCATIONAL COURSES**

In the event that an Employee is selected or assigned to teach a Distanced Education or an Online Education course during the normal workday, such class or course will be counted as a regular teaching period. The number of teaching periods or sections shall be increased for every thirty (30) students enrolled in the online course.

## **PART III COMPENSATION**

### **1. SOUTHERN LEHIGH SALARY SCHEDULE**

The **wage pool** for the 2015-2016 contract year will be multiplied by the agreed-upon percentage rate plus the shared future factor to determine the **total salary pool** for the 2016-2017 contract year.

The **base pool** for **2016-2017** will be calculated and adjusted for any difference between the number of bargaining unit members from the 2015-2016 contract year as of October 1, 2015 compared to the 2016-2017 contract year as of October 1, 2016. This adjustment to the **wage pool** will be calculated by multiplying the difference in bargaining unit members by \$65,000 per member and adding or subtracting this value from the 2015-2016 **wage pool** to determine the **base pool**.

The amount paid to the bargaining unit, including any applicable step movement, shall be:

- 2016-2017: 2.75% increase (*including step and column*) + shared future factor
- 2017-2018: 2.75% increase (*including step and column*) + shared future factor
- 2018-2019: 2.75% increase (*including step and column*) + shared future factor
- 2019-2020: 2.75% increase (*including step and column*) + shared future factor



In subsequent years, the wage pool for the preceding year will be determined by multiplying the October 1 matrix from the preceding year by the salary schedule from that year and comparing to the current year's October 1 wage pool. This pool will similarly be adjusted for any changes in bargaining unit members to determine the base pool. The base pool will then be multiplied by the agreed upon percentage rate plus the shared future factor to determine the total salary pool for the current contract year.

The Employer will provide the preceding year's teacher matrix and the current year's teacher matrix, and will provide an analysis of teacher movement. The preceding year's wage pool, the adjusted base pool, the total salary pool, and the documentation required for the shared future factor parameters will also be provided within ten business days after October 1 of the current contract year.

The parties shall confirm in writing their agreement on these above referenced figures each year within 5 school days of receipt of the data set forth above. Should there be a disagreement over any of these figures, that disagreement will be subject to the grievance procedure set forth in Union / Employer Relations, Article 5.

Once the salary pool has been agreed upon, the Association shall establish a salary schedule for the current contract year by filling in each block with an annual salary figure based on the total salary pool, utilizing the procedures set forth by the Association and shall provide the schedule to the Employer within ten school days of receipt of the documentation required above.

Once a salary schedule has been established by the Association and reviewed and approved by the Employer, the parties shall attach the schedule to this Agreement. Any adjustment to individual salaries will be made retroactive to the start of the contract year and paid in a lump sum no later than the first pay in November.

Should the parties be unable to agree on the actual salary schedule within fifteen school days of its submission by the Association to the District, a disagreement will be deemed to exist. Either party may then request binding arbitration by notifying the other within 10 school days of the disagreement date. A request to the Pennsylvania Bureau of Mediation for a list of arbitrators will be made by the notifying party immediately thereafter. The arbitration concerning this issue only shall proceed as follows:

1. Within 15 school days of the receipt of the request to arbitrate each party shall submit to the other the version of the salary schedule that it wishes to be attached to the contract.
2. The selected arbitrator shall be required to choose either the Association's version or the District's version of the salary schedule. The parties shall attach the schedule selected by the



Arbitrator to this Agreement. Any adjustment to individual salaries will be made retroactive to the start of the contract year and paid in a lump sum no later than the first pay in November.

Definitions:

Wage Pool - Calculated by multiplying the salary schedule by the matrix containing the bargaining unit members.

Base Pool - The wage pool adjusted for changes to the number of bargaining unit members at \$65,000 per member.

Total Salary Pool - Calculated by multiplying the base pool by the agreed upon percentage plus the shared future factor.

Salary Schedule - The grid that has the salary for each block based on step and education.

Matrix - The placement of each bargaining unit member into a grid based on step and education.

Examples:

Example One: Loss of bargaining unit members

Year One Matrix

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	1	1	15	5	1
1	0	0	5	2	0
2	6	5	5	1	0
3	8	2	3	0	0
4	12	1	2	0	0
					75

Year One Salary Schedule

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	70000	75000	82000	83000	85000
1	62000	67000	74000	75000	77000
2	58000	63000	70000	71000	73000
3	54000	59000	66000	67000	69000
4	50000	55000	62000	63000	65000

### Year One Wage Pool

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	70000	75000	1230000	415000	85000
1	0	0	370000	150000	0
2	348000	315000	350000	71000	0
3	432000	118000	198000	0	0
4	600000	55000	124000	0	0
					5006000

### Year Two Matrix

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	1	1	15	6	1
1	6	5	5	1	0
2	8	2	3	0	0
3	12	1	2	0	0
4	5	0	0	0	0
					74

Comparing the Year One Matrix to the Year Two Matrix shows a *decrease* of one Bargaining Unit member. This dictates a *decrease* in the Year One Wage Pool to determine the Base Pool:

- Year One Matrix = 75 Bargaining Unit Members
- Year Two Matrix = 74 Bargaining Unit Members

$$\$5,006,000 - \$65,000 = \$4,941,000$$

The base pool is then multiplied by the agreed upon percentage (plus the shared future factor):

$$\$4,941,000 * 3.1\% = \$153,171$$

This is added to the base pool to achieve the Total Salary Pool (\$5,094,171) to be distributed to the Year Two Matrix to determine the Salary Schedule for Year Two.

### Year Two Salary Schedule

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	71286	76286	83286	84287	86286
1	63286	68286	75286	76287	78286
2	59286	64286	71286	72287	74286
3	55286	60286	67286	68287	70286
4	51286	56286	63286	64287	66286

### Year Two Wage Pool

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	71286	76286	1249290	505722	86286
1	379716	341430	376430	76287	0
2	474288	128572	213858	0	0
3	663432	60286	134572	0	0
4	256430	0	0	0	0
					5094171

### Example Two: Addition of bargaining unit members

#### Year One Matrix

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	1	1	15	5	1
1	0	0	5	2	0
2	6	5	5	1	0
3	8	2	3	0	0
4	12	1	2	0	0
					75

#### Year One Salary Schedule

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	70000	75000	82000	83000	85000
1	62000	67000	74000	75000	77000
2	58000	63000	70000	71000	73000
3	54000	59000	66000	67000	69000
4	50000	55000	62000	63000	65000

### Year One Wage Pool

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	70000	75000	1230000	415000	85000
1	0	0	370000	150000	0
2	348000	315000	350000	71000	0
3	432000	118000	198000	0	0
4	600000	55000	124000	0	0
					5006000

### Year Two Matrix

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	1	1	15	6	1
1	6	5	5	1	0
2	8	2	3	0	0
3	12	1	2	0	0
4	7	0	0	0	0
					76

Comparing the Year One Matrix to the Year Two Matrix shows an *increase* of one Bargaining Unit Member. This dictates an *increase* in the Year One Wage Pool to determine the Base Pool:

- Year One Matrix = 75 Bargaining Unit Members
- Year Two Matrix = 76 Bargaining Unit Members

$$\$5,006,000 + \$65,000 = \$5,071,000$$

The base pool is then multiplied by the agreed upon percentage (plus the shared future factor):

$$\$5,071,000 * 3.1\% = \$157,201$$

This is added to the base pool to achieve the Total Salary Pool (\$5,228,201) to be distributed to the Year Two Matrix to determine the Salary Schedule for Year Two.

### Year Two Salary Schedule

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	71700	76700	83700	84700	86701
1	63700	68700	75700	76700	78701
2	59700	64700	71700	72700	74701
3	55700	60700	67700	68700	70701
4	51700	56700	63700	64700	66701

### Year Two Wage Pool

	Bachelor	Bachelor +15	Masters	Master +15	Doctorate
Top	71700	76700	1255500	508200	86701
1	382200	343500	378500	76700	0
2	477600	129400	215100	0	0
3	668400	60700	135400	0	0
4	361900	0	0	0	0
					5228201

Placement on the salary schedule (step and column) at the time of hire shall be at the discretion of the District.

### Equivalency of Graduate Study Increment Payments to the Laws of the State of Pennsylvania

Acceptance of any or all Graduate Study Increment payments by any professional employee shall be construed to indicate acceptance by that employee of the equivalency of this program and the salary payments involved to the provisions of the laws of Pennsylvania concerning salary payments on account of a Master's or higher degree and to the provisions of the District salary schedule.

## 2. STEP PROGRESSION CHART

<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Top	Top	Top	Top	Top
1	Top	Top	Top	Top
2	1	Top	Top	Top
3	2	1	Top	Top
4	3	2	1	Top
5	4	3	2	1
6	5	4	3	2
7	6	5	4	3
8	7	6	5	4
9	8	7	6	5
10	9	8	7	6
11	10	9	8	7
12	11	10	9	8
13	12	11	10	9
14	13	12	11	10

## 3. SHARED FUTURE MODEL

### OVERVIEW

Both the Association and District are aware that many factors directly and indirectly affect the district's current and future financial health. In previous contract negotiations, both parties had to arrive at their own estimate of how these future factors would trend, and then determine how the trend in these factors would affect the District's ability to offer a wage increases over the course of the entire contract duration.

The "Shared Future" Model is a first attempt to allow the actual magnitude and direction of some of these unknown factors to influence the size of the annual Association total salary increase percentage. This contract is the first to introduce the concept of the "Actual Cost" model to the Association's raise (discussed in detail in another section). Under this model, the District and Association have agreed to a "Base Raise Percentage" or BRP of 2.75%, 2.75%, 2.75% and 2.75% over the four years of this contract. The "Shared Future" model will modify the BRP for the Association in each of the contract's four years, by either increasing or decreasing the actual Association raise percentage from the BRP values stated above.

The BRP will be modified by calculating a "Shared Future Factor" or SFF. The SFF is a percentage modifier that will be added to the BRP to determine the Associations "Corrected Raise Percentage" or CRP for each of the four years.

The SFF is determined by a calculation that will be outlined below. The calculation of SFF is based on changes in three "Factors". These "Factors" are the Districts PSERS contribution rate from one year to the next, the change in healthcare costs each year from the preceding year, and the percentage change in the Districts total local revenue.

For example, in the first year of the contract, the base raise percentage or BRP is 2.75%. The "Shared Future" model will generate a SFF which will be added to the BRP to generate the "Corrected Raise Percentage" or CRP. The CRP can vary by AT MOST 0.25% above or below the BRP value. So in the first year of the contract, the CRP can be as low as 2.50% or as high as 3.00%. This is a key point to understand; under no circumstances can the SFF calculation add more than 0.25% to the BRP or subtract more than 0.25% from the BRP.

BRP – Base Raise Percentage, set at contract start, and equal to 2.75%, 2.75%, 2.75% and 2.75% in the four years of this contract

SFF – Shared Future Factor, calculated in October of each year of the contract, and based on a calculation that takes into account several factors that influence district financial health

CRP – Corrected Raise Percentage – Actual percentage raise to be used in "Actual Cost" accounting method to determine total teacher salary cost increase for the year. Calculated in October of each year.

$CRP = BRP + SFF$  (Where SFF can be either a positive or negative value)

SFF (Shared Future Factor) Calculation

The SFF is based on the changes in three key "future factors". These future factors will be

1. Change in the District's PSERS contribution percentage
2. Change in the District's health care costs
3. Change in the District's total local revenue in dollars

Further clarification is provided below

1. Change in Districts PSERS contribution percentage – The District contributes to the state run PSERS retirement program each year. This contribution is a percentage of the total teacher payroll. The state determines this percentage each year. This factor will look at the CHANGE in this PSERS percentage,



specified by the state each year, in each year of the contract. For instance, if the District pays 8.6% of payroll into PSERS in one year, and the following year, the state sets this rate at 10.2%, then the CHANGE in this rate is

$(10.2 - 8.6)$  or 1.6, and the value of 1.6 will be used in the SFF calculation

2. Change in Districts health care costs – This is a measure of the percentage change in the average cost of healthcare coverage per member of the Association, year over year. The details of this calculation are shown below, but in general, this factor is an attempt to determine by what percentage health care costs have risen each year as compared to the previous year.
3. Change in the District's total local revenue – This is the percentage change in the total local revenue dollars taken in by the District from all LOCAL SOURCES. The exact sources that will be used are outlined below.

#### **4. SFF CALCULATION MODEL**

The SFF model is designed to take the three factors specified above and generate the ANNUAL "Shared Future Factor" or SFF. There is no negotiation of this value on a year-to-year basis. The value of SFF is calculated based on a model outlined below. This model is agreed to by both the Association and the District, and is implemented in an Excel spreadsheet. This spreadsheet calculation was jointly created by the efforts of the Association and District, and each party will have a copy at the time this contract is approved by both sides. Neither side may modify the spreadsheet during the lifetime of this contract, unless each side agrees to a change.

Each of the three factors (PSERS, health care, and local revenue) used in the SFF calculation works in the same way. In each case, the SFF model is using the CHANGE in each of these factors from one year to the next. The SFF model ALWAYS uses the change from the previous year to the current year. The model NEVER uses the change over a multi-year period for a calculation. For instance, the model will NEVER compare 2016 to 2018 to determine the "change" in a factor.

For each of the factors, there is a "change" in the change at which there will be NO effect on the SFF. This value at which there is NO effect on the SFF is known as the "Factor Tipping Point" or FTP. If the change in the factor is exactly equal to the FTP, then there is NO contribution by this factor to the SFF, and therefore this factor will neither increase nor decrease the Base Raise Percentage or BRP. If the change in the factor is GREATER than or LESS than the FTP, then this factor will begin to affect the SFF, and depending on the factor, this will either increase or decrease the SFF, and ultimately the total corrected raise given to the Association (the CRP).



Put into words meant to express this in a clear conversational way, the PSERS tipping point would be described thusly; "If the increase in the District's PSERS contribution rate goes up by exactly 1.75% from one year to the next, then the Association's salary raise pool will NOT be affected by this factor. If the rate goes up by MORE than 1.75%, then the Association's salary raise pool will get smaller, and if the PSERS rate goes up by LESS than 1.75%, the Association's salary raise pool will get larger".

Each of the three factors (PSERS, Health Care and Local Revenue) of the SFF will be described in detail below.

#### SFF Model Factor One – PSERS Contribution

The first factor used in the SFF model is the PSERS contribution rate for the District. This factor is the TOTAL rate paid by the District, as a percentage of Association payroll.

This SFF factor will be explained in DETAIL below. The other two factors (health care and local revenue) work in the same general way, and will therefore be described in less detail.

This is a capture from the actual SFF spreadsheet. Each item in this section of the spreadsheet is numbered 1 thru 7. These numbers will be used to describe each item below:

PSERS SFF	1	PSERS Tipping Point % Change	1.75
	2	PSERS Actual % Change	1.75
	3	PSERS Factor Multiplier	0.30
	4	PSERS Raw SFF	0.00
	5	PSERS SFF Increase Cap (%)	0.30
	6	PSERS SFF Decrease Cap (%)	0.30
	7	PSERS SFF	0.00

(1) PSERS Tipping Point % Increase – The tipping point is the change in the PSERS contribution percentage where there will be no positive or negative effect on the Association's raise percentage. So if the PSERS contribution rate goes up by exactly 1.75%, there will be no effect on the Association's raise pool. If it goes up by more than this value, the Association's raise will get smaller, and if it goes up by less than this amount, the raise will be larger.

(2) PSERS Actual % Increase - This is calculated to be the ACTUAL change in the District's contribution rate from the previous year to the current year. This factor is calculated as follows

Current years district PSERS contribution rate as percentage of payroll - previous year's District contribution rate as percentage of Association payroll.

This rate is the total percentage rate paid by the District BEFORE any reimbursements by the state.

PSERS Factor Multiplier – After the actual % increase in PSERS is calculated (item 2 above), this increase must be multiplied by some “factor multiplier” to produce a value for the Factor SFF. Since the PSERS increase % might be on the order of 0% to 5%, and the factor SFF must map into the +/-0.3% range, this multiplier must be some number less than 1.0. The actual value of this number is arbitrary, and not based on any calculation. This factor was agreed to by the Association and District. The larger this number, the more quickly the SFF is affected by changes in the PSER rate. For this contract, this value is set to 0.30 for all four years. NOTE: This multiplier may be a positive or negative number to produce the correct result in the other two factors ; Health Care is a positive multiplier and Local Revenue is a negative multiplier.

- (3) PSERS Raw Factor RPM – This is the value of the PSERS factor SFF BEFORE any caps are applied. This is the amount that PSERS is contributing to the overall SFF. This factor is simply calculated as

$$((\text{PSERS rate this year} - \text{PSERS rate last year}) - \text{PSERS Tipping Point}) * \text{PSERS Factor Multiplier}$$

PSERS Factor SFF Increase Cap – This is a cap on how much the PSERS Factor SFF can increase in a positive manner. If the RAW SFF factor is LESS THAN 0.3, then this cap DOES NOTHING. If the PSERS Factor SFF is greater than 0.3, then this factor will ultimately cap the PSERS Factor SFF to a value of 0.3.

- (4) PSERS Factor SFF Decrease Cap – This is a cap on how much the PSERS Factor SFF can decrease. If the RAW PSERS SFF Factor is GREATER THAN -0.3 (i.e. a value of -0.2 is GREATER than -0.3), then this cap DOES NOTHING. If the PSERS Factor SFF is LESS THAN -0.3 (i.e. a value of -0.4 is LESS than -0.3), then this factor will ultimately cap the PSERS Factor SFF to a value of -0.3

- (5) PSERS Factor SFF – This the final value for the PSERS Factor RPM after all the caps have been applied. THIS VALUE CAN NEVER BE LESS THAN -0.3 or GREATER THAN 0.3.

## RPM Model Factor TWO – Health Care Contribution

The Health Care contribution Factor works in exactly the same way as the PSERS factor outlined above. It has all the same 7 numbered items as the PSERS factor. There are however some differences:

Health Care SFF	1	Health Care Tipping Point % Change	6.00
	2	Health Care Actual % Change	8.00
	3	Health Care Factor Multiplier	0.075
	4	Health Raw SFF	-0.15
	5	Health Care SFF Increase Cap (%)	-0.30
	6	Health Care SFF Decrease Cap (%)	-0.30
	7	Health Care SFF	-0.15

This factor is based on the percentage change in Health Care costs. Unlike PSERS, where the factor is looking at the increase in the RATE of PSERS contribution, the Health Care Factor is looking at the percentage increase in actual health care costs vs. the Health Care Factor "tipping point".

Because the number of members in the association can change from one year to the next, a direct comparison of TOTAL health care costs cannot be done from one year to the next. Instead, a comparison of the "Average Member Health Care Cost" (AMHCC) will be done to determine the percentage healthcare has gone up.

AMHCC for any given year is done by determining the total health care cost for the Association on Sept 15<sup>th</sup> of each year. This cost is determined by summing up the cost for each Association member, and then dividing by the total number of FTE's used in this summation.

For the purposes of this factor, the percent change in AMHCC (PC\_AMHCC) is calculated as follows

$$\text{PC\_AMHCC} = ((\text{Current Year AMHCC} - \text{previous year AMHCC}) / \text{Previous year AMHCC}) * 100$$

Note that PC\_AMHCC is item 2 in the table above.

The Healthcare RAW SFF Factor (item 4 above) is then calculated as

$$(\text{PC\_AMHCC} - \text{Health Care Tipping Point \% Increase}) * \text{Health Care Factor Multiplier}$$

The Health care factor has all the same multipliers and caps in place that the PSERS cap does. After these caps are applied, the final Health Care SFF is determined as item 7 above.

### RPM Model Factor Three – Total Local Revenue

This is the third and final factor used to calculate the SFF. This factor is based on the percentage growth in local revenue from one year to the next.

Local Revenue SFF	1	Local Revenue Tipping Point % Change	2.95
	2	Local Revenue Actual Change %	4.00
	3	Local Revenue Multiplier	-0.20
	4	Local Revenue Raw SFF	0.21
	5	Local Revenue SFF Increase Cap (%)	0.30
	6	Local Revenue SFF Decrease Cap (%)	-0.30
	7	Local Revenue SFF	0.21

The local revenue is the sum of the following revenues. The numbers in the parenthesis behind each local revenue source below are the Pa. Revenue Accounting Codes. These are cited so there can be no ambiguity about which revenue numbers are used, and to insure that this calculated factor uses official audited values for revenue:

1. Local real estate tax revenue (6111)
2. Local interim real estate tax revenue (6112)
3. Earned Income (6151)
4. Realty Transfer tax (6153)
5. Delinquent taxes (6400)
6. Investment Earnings (6500)

Therefore, the Total Local Revenue (TLR) is (using the numbered items from above)

$$TLR = 1 + 2 + 3 + 4 + 5 + 6$$

To help clarify this calculation, during the 2010/2011 year, these taxes totaled about \$38.5 million dollars

The percentage change in the TLR (PC\_TLR) is calculated as

$$PC\_TLR = ((Current\ Year\ TLR - Previous\ year\ TLR) / Previous\ Year\ TLR) * 100$$

This should produce a number that represents the percentage increase in local revenue from one year to the next. Finally the Total Local Revenue SFF is calculated as

$(PC\_TLR - \text{Local Revenue Tipping Point \% Increase}) * \text{Local Revenue Multiplier}$

Like all the other RPM Factors, this factor is capped to produce an effect no larger than +/- 0.3 percent.

TOTAL OVERALL SFF (Based on the three SFF contributions from above)

Total Overall SFF is the total change to be applied to the BRP (Base Raise Percentage). This factor is equal to the SUM of the three factor SFF's (from PSERS, Health Care and Total Local Revenue), with a Cap of +/- 0.25% applied.

The Total Overall RAW SFF (i.e. the SFF before any caps are applied) is defined as

$$\text{Overall RAW SFF} = \text{PSERS SFF} + \text{Healthcare SFF} + \text{Local Revenue SFF}$$

The Final Overall SFF is the Overall Raw SFF capped to a value no LARGER than 0.25% and no smaller than -0.25%.

DETAILED EXAMPLE 1: The following example shows the complete calculation.  
Several of the calculation characteristics will be discussed

BRP (Base Raise Pct)

3.10

PSERS SFF	1	PSERS Tipping Point % Change	1.75
	2	PSERS Actual % Change	1.75
	3	PSERS Factor Multiplier	0.30
	4	PSERS Raw SFF	0.00
	5	PSERS SFF Increase Cap (%)	0.30
	6	PSERS SFF Decrease Cap (%)	-0.30
	7	PSERS SFF	0.00

Health Care SFF	1	Health Care Tipping Point % Change	6.00
	2	Health Care Actual % Change	8.00
	3	Health Care Factor Multiplier	0.075
	4	Health Raw SFF	-0.15
	5	Health Care SFF Increase Cap (%)	0.30
	6	Health Care SFF Decrease Cap (%)	-0.30
	7	Health Care SFF	-0.15

Local Revenue SFF	1	Local Revenue Tipping Point % Change	2.95
	2	Local Revenue Actual % Change	4.00
	3	Local Revenue Multiplier	-0.20
	4	Local Revenue Raw SFF	0.21
	5	Local Revenue SFF Increase Cap (%)	0.30
	6	Local Revenue SFF Decrease Cap (%)	-0.30
	7	Local Revenue SFF	0.21

Overall RAW SFF	0.060
OVERALL SFF Increase CAP	0.250
OVERALL SFF Decrease Cap	-0.250
Overall SFF FINAL	0.060

CRP (Corrected Raise Pct) 3.160 <--- BRP + Overall SFF Final

PSERS SFF - The tipping point for this factor is 1.75% for all four years of the contract. In this example, the PSERS contribution has gone up exactly 1.75%. Because this increase is EXACTLY equal to the tipping point, THERE IS NO EFFECT AT ALL ON THE RAISE PERCENTAGE. PSERS Raw SFF (line 4) is 0%, and therefore the final capped value is 0%.

Health Care SFF – The tipping point for health care is 6% annual increase in each year of the contract. In this case, the actual increase was 8%. This means the costs incurred by the District for health care are 2% higher than the tipping point. This results

in a Healthcare SFF of -0.15%. Since this value is less than the 0.3% upper cap and greater than the -0.3% lower cap, NO cap is applied.

Local Revenue SFF – The tipping point for this factor is 2.95%. Since local revenue actually went up by 4.5%, this results in a Local Revenue Raw SFF of 0.21%. This means that this value will contribute to an increase in the teachers increase. Since 0.21% is within the +/- 0.3% cap, there is no cap applied.

Overall SFF – The Overall RAW SFF is the sum of the three factors. For this case, the RAW SFF is 0.060%. This percentage is within the cap limits of +/- 0.25%, so NO capping is done to this value. This value is then added to the BRP for this year, to yield an overall CRP of 3.16%.

DETAILED EXAMPLE 2: The following example shows the complete calculation. Several of the calculation characteristics will be discussed

BRP (Base Raise Pct)	2.80		
PSERS SFF	1	PSERS Tipping Point % Change	1.75
	2	PSERS Actual % Change	3.25
	3	PSERS Factor Multiplier	0.30
	4	PSERS Raw SFF	-0.45
	5	PSERS SFF Increase Cap (%)	0.30
	6	PSERS SFF Decrease Cap (%)	-0.30
	7	PSERS SFF	-0.30

Health Care SFF	1	Health Care Tipping Point % Change	6.00
	2	Health Care Actual % Change	9.00
	3	Health Care Factor Multiplier	0.075
	4	Health Raw SFF	0.23
	5	Health Care SFF Increase Cap (%)	0.30
	6	Health Care SFF Decrease Cap (%)	-0.30
	7	Health Care SFF	-0.23

Local Revenue SFF	1	Local Revenue Tipping Point % Change	2.95
	2	Local Revenue Actual % Change	5.50
	3	Local Revenue Multiplier	-0.20
	4	Local Revenue Raw SFF	0.51
	5	Local Revenue SFF Increase Cap (%)	0.30
	6	Local Revenue SFF Decrease Cap (%)	-0.30
	7	Local Revenue SFF	0.30

Overall RAW SFF	-0.225
OVERALL SFF Increase CAP	0.250
OVERALL SFF Decrease Cap	-0.250
Overall SFF FINAL	-0.225

CRP (Corrected Raise Pct) 2.575 <--- BRP + Overall SFF Final

PSERS SFF - The tipping point for this factor is 1.75% for all four years of the contract. In this example, the districts PSERS contribution has gone up 3.25%. Since this increase is LARGER than the tipping point, and because the PSERS multiplier is a positive number, this results in a negative PSERS SFF. The value for the PSERS Raw SFF is -0.45. This value is outside the cap limits of +/- 0.3%. Therefore, the PSERS SFF is capped to a value of -0.3%.

Health Care SFF – The tipping point for health care is 6% annual increase in each year of the contract. In this case, the actual increase was 9%. This means the costs incurred by the district for health care are 3% higher than the tipping point. This results in a Healthcare SFF of -0.23%. Since this value is within the +/- 0.3% cap limit, NO cap is applied.

Local Revenue SFF – The tipping point for this factor is 2.95%. Since local revenue actually went up by 5.5%, and because the Local revenue Multiplier is a negative number, this results in a Local Revenue Raw SFF of +0.51%. Since this value is OUTSIDE the cap limits of +/- 0.3%, this value is capped to +0.3%.

Overall SFF – The Overall RAW SFF is the sum of the three factors. For this case, the RAW SFF is -0.225%. This percentage is within the cap limits, so NO capping is done to this value. This value is then added to the BRP of 2.8% for this year, to yield an overall CRP of 2.575%.



### DETAILED EXAMPLE 3

The following example shows the complete calculation. Several of the calculation characteristics will be discussed

BRP (Base Raise Pct) 2.80

PSERS SFF	1	PSERS Tipping Point % Change	1.75
	2	PSERS Actual % Change	2.70
	3	PSERS Factor Multiplier	0.30
	4	PSERS Raw SFF	0.29
	5	PSERS SFF Increase Cap (%)	0.30
	6	PSERS SFF Decrease Cap (%)	0.30
	7	PSERS SFF	-0.29

Health Care SFF	1	Health Care Tipping Point % Change	6.00
	2	Health Care Actual % Change	9.00
	3	Health Care Factor Multiplier	0.075
	4	Health Raw SFF	-0.23
	5	Health Care SFF Increase Cap (%)	0.30
	6	Health Care SFF Decrease Cap (%)	0.30
	7	Health Care SFF	-0.23

Local Revenue SFF	1	Local Revenue Tipping Point % Change	2.96
	2	Local Revenue Actual % Change	3.10
	3	Local Revenue Multiplier	-0.20
	4	Local Revenue Raw SFF	0.03
	5	Local Revenue SFF Increase Cap (%)	0.30
	6	Local Revenue SFF Decrease Cap (%)	0.30
	7	Local Revenue SFF	0.03

Overall RAW SFF -0.480  
 OVERALL SFF Increase CAP 0.250  
 OVERALL SFF Decrease Cap -0.250  
 Overall SFF FINAL -0.250

CRP (Corrected Raise Pct) 2.550 <--- BRP + Overall SFF Final

PSERS SFF - The tipping point for this factor is 1.75% for all four years of the contract. In this example, the districts PSERS contribution has gone up 2.7%. Since this increase is LARGER than the tipping point, and because the PSERS multiplier is a positive number, this results in a negative PSERS SFF. The value for the PSERS Raw SFF is -0.29. Since this value is within the +/- 0.3% cap limit, no cap is applied.

Health Care SFF – The tipping point for health care is 6% annual increase in each year of the contract. In this case, the actual increase was 9%. This means the costs

incurred by the district for health care are 3% higher than the tipping point. This results in a Healthcare SFF of -0.23%. Since this value is within the +/- 0.3% cap limit, NO cap is applied.

Local Revenue SFF – The tipping point for this factor is 2.95%. Since local revenue actually went up by 3.1%, and because the Local revenue Multiplier is a negative number, this results in a Local Revenue Raw SFF of +0.03%. Since this value is within the cap limits of +/- 0.3%, this value is not capped.

BRP (Base Raise Pct) 3.1

PSERS SFF	1	PSERS Tipping Point % Change	1.75
	2	PSERS Actual % Change	1.75
	3	PSERS Factor Multiplier	0.3
	4	PSERS Raw SFF	=(E4-E5)*E6
	5	PSERS SFF Increase Cap (%)	0.3
	6	PSERS SFF Decrease Cap (%)	-0.3
	7	PSERS SFF	=IF(E7>E8,E8,IF(E7<E9,E9,E7))

Health Care SFF	1	Health Care Tipping Point % Change	6
	2	Health Care Actual % Change	6
	3	Health Care Factor Multiplier	0.075
	4	Health Raw SFF	=(E12-E13)*E14
	5	Health Care SFF Increase Cap (%)	0.3
	6	Health Care SFF Decrease Cap (%)	-0.3
	7	Health Care SFF	=IF(E15>E16,E16,IF(E15<E17,E17,E15))

Local Revenue SFF	1	Local Revenue Tipping Point % Change	2.95
	2	Local Revenue Actual % Change	2.95
	3	Local Revenue Multiplier	-0.2
	4	Local Revenue Raw SFF	=(E20-E21)*E22
	5	Local Revenue SFF Increase Cap (%)	0.3
	6	Local Revenue SFF Decrease Cap (%)	-0.3
	7	Local Revenue SFF	=IF(E23>E24,E24,IF(E23<E25,E25,E23))

Overall RAW SFF  
OVERALL SFF  
Increase CAP  
OVERALL SFF  
Decrease Cap  
Overall SFF FINAL

=E10+E18+E26  
0.25  
-0.25  
=IF(B28>B29,B29,IF(B28<B30,B30,B28))

CRP (Corrected Raise Pct)

=B2+B31

<--- BRP + Overall SFF Final

Overall SFF – The Overall RAW SFF is the sum of the three factors. For this case, the RAW SFF is -0.48%. This percentage is OUTSIDE the cap limits of +/- 0.25%, so the Overall SFF is capped to -0.25. This value is then added to the BRP of 2.8% for this year, to yield an overall CRP of 2.55%.

SPREADSHEET FORMULAS – For auditing, spreadsheet formulas shown below

## **5. HOMEBOUND INSTRUCTION REMUNERATION**

The hourly rate of remuneration to a teacher for the performance of homebound instruction shall be \$43.44 as modified below:

- 2016-2017: 2.75% increase + shared future factor
- 2017-2018: 2.75% increase + shared future factor
- 2018-2019: 2.75% increase + shared future factor
- 2019-2020: 2.75% increase + shared future factor

In addition to the hourly reimbursement rate of such instruction, a travel reimbursement (at the rate published by IRS at the time of travel) will be paid for each mile of travel required by such instruction in excess of the usual miles traveled by the teacher in the performance of regular duties.

## **6. DRIVERS' EDUCATION**

The hourly rate of remuneration for performance of after school or summer drivers' education instruction shall be \$43.44 as modified below:

- 2016-2017: 2.75% increase + shared future factor
- 2017-2018: 2.75% increase + shared future factor
- 2018-2019: 2.75% increase + shared future factor
- 2019-2020: 2.75% increase + shared future factor

## **7. TRAVEL REIMBURSEMENT**

When an employee is obliged to provide, at his own expense, an automobile other than for traveling to and from home and school in pursuance of assigned duties or to attend designated conventions, conferences, etc., such employee shall be reimbursed at the rate published by IRS at the time of travel.

## 8. SUBJECT AREA AND OTHER EDUCATIONAL LEADERS

Subject Area Leader pay shall be determined from a base rate corresponding to the amount of curriculum work in that area as follows:

		<u>2015-2016</u>
Level 1 (Base)	1 - 4 courses:	\$ 2,498
Level 2	5 - 10 courses:	\$ 3,101
Level 3	11+ courses:	\$ 3,583

and will be modified as follows:

- 2016-2017: 2.75% increase + shared future factor
- 2017-2018: 2.75% increase + shared future factor
- 2018-2019: 2.75% increase + shared future factor
- 2019-2020: 2.75% increase + shared future factor

### A. The curricular area categories:

- Level 1: Library Science, Middle School Science and Middle School Social Studies
- Level 2: Elementary Science, Elementary Social Studies, Middle School Language Arts, Middle School Math, High School Social Studies, and Family and Consumer Sciences
- Level 3: Art, Business Computers and Information Technology (BCIT), Music, Physical Education/Health, Technology Education, World Language, Elementary Language Arts, Elementary Math, High School Language Arts, High School Math and High School Science

### B. Individuals who manage an extensive bid process and budgeting will receive an additional stipend of \$500 per year. At this time, it is agreed that this includes Art and High School Science only.

### C. Other Educational Leaders' pay shall be determined as follows:

	<u>2015-2016</u>
Health Services Leader (1)	\$2654
Guidance Leader (1)	\$2654
Special Education Leader K-6	\$2389
Special Education Leader 7-8	\$2389
Special Education Leader 9-12	\$3184

and will be modified as follows:

- 2016-2017: 2.75% increase + shared future factor
- 2017-2018: 2.75% increase + shared future factor
- 2018-2019: 2.75% increase + shared future factor
- 2019-2020: 2.75% increase + shared future factor

- D. Preparation for in-service activities shall be assigned and contracted with appropriate compensation, separate from this section and the monies allocated to its implementation, by the Curriculum Department.

## **9. NATIONAL BOARD CERTIFICATION**

Professional employees who attain "National Board Certification" status, as defined by the National Board for Professional Teaching Standards, shall be reimbursed a maximum of two thousand five hundred dollars (\$2,500) for expenses incurred in the process of receiving such certification. Professional employees who earn and maintain National Board Certification shall receive a stipend in the amount of two thousand dollars (\$2,000) for each year the employee maintains this national certification in addition to their salary as set forth on the salary schedule during the life of this Agreement, beginning with the contract year in which the certification is awarded.

## **10. MENTOR TEACHERS**

Each employee who serves as a mentor teacher in Employer's induction plan established pursuant to the requirements of 22 Pa. Code Section 49.16 during the term of this Collective Bargaining Agreement shall receive as compensation an annual stipend of \$700.

Each Employee who serves as a mentor teacher as specified above for multiple inductees shall, instead of the compensation stated above, receive compensation as follows:

For two inductees, an annual stipend of \$1400.

For three inductees, an annual stipend of \$2100

## **11. INTRAMURAL SALARY SCHEDULES**

The director of an intramural activity shall submit to the building administrator for approval a schedule indicating the number of sessions, tentative dates, and the length of each session. Sessions shall normally be one and one-half (1½) hours in length. On this basis, remuneration shall be at the rate of:

For 2015-2016: \$54.34 per session and will be modified as follows:

- 2016-2017: 2.75 % increase + shared future factor
- 2017-2018: 2.75 % increase + shared future factor
- 2018-2019: 2.75 % increase + shared future factor
- 2019-2020: 2.75 % increase + shared future factor

However, depending upon the unique needs of the program or the building, the building administrator may shorten or lengthen the session by one-quarter (1/4) hour increments. In such cases remuneration shall be adjusted accordingly.

## 12. EXTRACURRICULAR ACTIVITIES SALARY SCHEDULE

The increase to each stipend will be as follows:

- 2016-2017: no increase
- 2017-2018: 2.75% increase + shared future factor
- 2018-2019: no increase
- 2019-2020: 2.75% increase + shared future factor

<b>ATHLETICS</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>
Head Baseball	7894				
Assistant Baseball	4738				
Head Boys or Girls Basketball	9192				
Asst. Boys or Girls Basketball	5516				
Jr. High Boys or Girls Basketball	5056				
MS Head Basketball – Boys or Girls	4136				
MS Asst. Basketball – Boys or Girls	2758				
Cross Country	6273				
Assistant Cross Country	3763				
MS Cross Country	2863				
Head Football	10816				
Assistant Football	6489				
MS Head Football	4868				
MS Asst. Football	3244				
Golf	5407				
Head Field Hockey	7895				
Assistant Field Hockey	4738				
MS Head Field Hockey	3552				
MS Asst. Field Hockey	2368				
Rifle	4109				

Asst. Rifle	2465				
Head Boys or Girls Soccer	7895				
Assistant Boys or Girls Soccer	4738				
Head Volleyball	6273				
Assistant Volleyball	3763				
Swimming	7864				
Assistant Swimming	4738				
Head Softball	7894				
Assistant Softball	4738				
Head Track	7894				
Assistant Track	4738				
Winter Track	4109				
MS Head Track	2823				
Head Wrestling	9192				
Assistant Wrestling	5516				
Jr. High Wrestling	5056				
Jr. High Asst. Wrestling	4136				
Boys or Girls Tennis	5407				
Head Lacrosse (Boys or Girls)	6273				
Asst. Lacrosse (Boys or Girls)	3763				
MS Head Volleyball	2823				
MS Asst. Volleyball	1881				
HS Head Cheerleading – Fall	2226				
HS Head Cheerleading – Winter	2226				
HS Assistant Cheerleading- Fall	1335				
HS Competition Cheerleading	4183				
MS Cheerleading - Fall	1335				
MS Cheerleading- Winter	1335				
<b>NON-CLASS RELATED</b>					
Stage – Senior HS	1151				
AV & Stage – MS	1738				
Class Advisor – Freshman	1092				
Class Advisor – Sophomore	1200				
Class Advisor – Junior	1968				
Class Advisor – Senior	2257				
Debate Team	2646				
HS Newspaper	2131				
HS Yearbook	3663				
Student Senate Advisor – MS	1509				
Student Senate Advisor – HS	2646				
Honor Society	1196				
Junior Honor Society	1196				

Drama	2497				
Key Club	2323				
Varsity Club	1940				
SADD	1664				
Scholastic Scrimmage	1692				
Ecology Club	1428				
FBLA	1768				
Technology Student Assoc. Advisor	1768				
HS Broadway Musical Director	3626				
Robotics Club	2497				
Teen Counseling	2227				
Indoor Color Guard	1975				
Dance Team	3084				
<b>CLASS RELATED</b>					
Band – MS	3710				
Band – Senior HS	8822				
Choral Music – MS	2276				
Choral Music – Senior High	4238				
Orchestra – MS	1423				
Orchestra – Senior HS	2382				
Band Front	4372				



## **PART IV**

### **MEDICAL, DENTAL, PRESCRIPTION AND OTHER BENEFITS**

#### **1. MEDICAL, DENTAL AND PRESCRIPTION COVERAGE**

a. The Employer shall provide a choice of three current Lehigh County Schools Consortium PPO Plans (PPO 4, PPO 6 and PPO 7), or their equivalents, with respect to each full-time employee including eligible dependents as defined in the said Plans and who, as a person other than the head of the household, is not fully covered under another plan with similar or better benefits and the cost of which is paid by another employer.

The District may, at its discretion, offer additional plans to be available, if offered, on a voluntary basis. Professional employees, eligible for such District group coverage, shall have a seminar/workshop presented by the provider(s) of these alternate programs prior to a designated open enrollment period. The employee may voluntarily change from the indemnity medical insurance during this open enrollment period and must remain in this alternate program until the next enrollment period. The employee may, after that one year period, and during subsequent enrollment periods, return to the group indemnity medical insurance without pre-existing condition(s). The exception to this, for any of the programs, would be if the professional employee experiences any family status change (a "qualifying event") during the plan year. This employee may reenroll, after providing proof of the family status change(s), (i.e., Marriage, Divorce, Death of a dependent, Birth or adoption, etc.) into the other medical insurance program.

b. The Employer shall continue Dental Plus dental coverage, or its equivalent, to the employees currently in the bargaining unit, including eligible dependents, as well as currently participating retirees and their participating dependents, during the appropriate enrollment periods. There shall be no new enrollment in the Dental Plus plan. Dental Plus will be extended to include any dependents as prescribed by federal law. Any premium costs of Dental Plus, or its equivalent, in excess of the premium for the traditional Dental program shall be borne by the individual employee.

c. The Employer shall provide a three-tier (10/30/55) prescription drug insurance coverage as provided by the Lehigh County Consortium Prescription program or its equivalent for each member and his/her family including any dependents as prescribed by federal law subject to a co-pay up to:

\$55.00 per prescription for brand name prescriptions,  
\$10.00 per prescription for generic prescriptions,  
\$30.00 per prescription for formulary brand name prescriptions.

d. The Employer shall offer to employees the Lehigh County Consortium Mail Order Drug Program or its equivalent at a co-pay up to:

\$100.00 per prescription for brand name prescriptions,  
\$20.00 per prescription for generic prescriptions,  
\$50.00 per prescription for formulary brand name prescriptions.

Employees will be required to utilize the Lehigh County Consortium Mail Order Drug Program for maintenance-type drugs for ongoing or chronic conditions following the employee's purchase of his/her first refill of the prescription.

e. If, during the term of this Agreement, the Plans under which the employee is otherwise covered, including but not limited to Dental Plus, expires or is discontinued on a no-cost basis or is terminated for any reason whatsoever, then such employee and dependents will be included under the Employer's current Plans, requiring that an employee complete a written application for coverage, which would be effective as soon as possible under the Employer's Plan.

## **2. EMPLOYEE MEDICAL INSURANCE CONTRIBUTION**

Employees participating in the District-sponsored medical plans shall be required to contribute the amounts below per month. Election of any change in dependent coverage shall be made in writing during the annual open enrollment period or within thirty (30) days of any qualifying event. Payments shall be made through payroll deduction. The amounts specified below shall be valid for the life of this Agreement.

PPO 4 Monthly Premium Share	2016-2017	2017-2018	2018-2019	2019-2020
Single	\$25	\$25	\$35	\$45
Parent & Child	\$50	\$60	\$80	\$95
Parent & Children	\$55	\$70	\$95	\$115
Couple	\$60	\$75	\$110	\$125
Family	\$75	\$85	\$110	\$130

PPO 6 Monthly Premium Share	2016-2017	2017-2018	2018-2019	2019-2020
Single	\$5	\$10	\$10	\$15
Parent & Child	\$10	\$15	\$20	\$30
Parent & Children	\$15	\$20	\$30	\$40
Couple	\$15	\$25	\$35	\$45
Family	\$20	\$30	\$40	\$50

PPO 7 Monthly Premium Share	2016-2017	2017-2018	2018-2019	2019-2020
Single	\$0	\$0	\$0	\$0
Parent & Child	\$0	\$0	\$5	\$5
Parent & Children	\$0	\$0	\$5	\$10
Couple	\$0	\$0	\$5	\$10
Family	\$0	\$0	\$5	\$10

In the event the parties to the Agreement cannot agree upon a Plan that eliminates the need for ACA Excise Tax, the Excise Tax will be split evenly by the District and the bargaining unit members who receive benefits under the Plan.

### 3. VISION PROGRAM

The Employer shall make available a vision care program which provides coverage for employees only. An employee may be reimbursed up to \$520 over the four year term of this Agreement for the costs of an examination by a licensed vision care practitioner and the purchase of eyeglass lenses and frames. Reimbursement shall be made subsequent to the submission to the Business Office of a receipt for the examination and/or lenses or frames that is less than one (1) year old. Once an employee has been reimbursed a total of \$520 or the costs of exams, glasses, and/or frames, the employee shall not be entitled to any additional reimbursement for such purchases for the balance of the four year Agreement. In the event that the parties decide to continue the terms and conditions of the 2016-2020 Agreement while they bargain their successor agreement, the parties agree that they will make a preliminary determination of the vision benefits to be made available to the employees during the pendency of their negotiations. In order to be reimbursed for vision care, all receipts must be turned in to the Business Office no later than one year from the date of vision care.

#### **4. INCOME PROTECTION**

Employees less than sixty-five (65) years of age who became sick and disabled, or who become disabled as a result of an accident during the term of this Agreement shall, beginning with the thirty-first (31<sup>st</sup>) day of disability as defined in the insurance plan selected by the Employer or the cessation of accumulated sick leave, which occurs later, be entitled to the sum of sixty percent (60%) of their monthly salary up to a maximum of \$ \$2,500 per month while totally disabled, with said benefits payable to age sixty-five (65).

The above coverage shall be subject to the limitations of the insurance policy chosen by the Board of Education.

#### **5. DEATH BENEFIT**

Employees shall be covered by a death benefit of \$50,000 with \$50,000 additional accidental death and dismemberment protection without cost to the employee.

If an employee is over age 70 on the effective date of his insurance, the amount of life insurance and the accidental death and dismemberment insurance for such employee shall be 50% of the amount for which he would otherwise be eligible in accordance with this schedule.

For an employee under age 70, the amount of life insurance and the accidental death and dismemberment insurance shall be reduced by 50% upon attainment of his 70<sup>th</sup> birthday.

#### **6. TAX-SHELTERED ANNUITIES AND INDIVIDUAL RETIREMENT ACCOUNTS**

The Employer agrees to make payroll deductions for employees who desire and authorize such deductions for tax-sheltered annuities and individual retirement accounts in accordance with District guidelines and requirements of the company and/or bank.

The Employer reserves the right to establish criteria for eligible financial institutions.

#### **7. SAVINGS BOND DEDUCTION**

The Employer agrees to make payroll deductions for employees who desire and authorize such deductions for the purchase of United States Savings Bonds

## **PART V**

### **TIME OFF**

#### **1. EMERGENCY DAY AND PERSONAL DAY**

A. Emergency Day – An employee, during the course of the school year, shall be eligible for two (2) emergency days of leave without loss of salary. For the purpose of this clause, the day will begin at 8:00 p.m. preceding the work day for which the emergency day is being used. An emergency day is a day upon which some unforeseen happening occurs which calls for immediate action such as, but not limited to, (1) immediate family\* illness requiring hospitalization or doctor's care, (2) accidents occurring either personally or within the immediate family\*, (3) fire, (4) flood or any other unforeseen happening which can be construed as an emergency. As emergencies cannot be predicted prior to their occurrence, it shall be the responsibility of the employee involved to forward the written documentation for the emergency day's leave to the district superintendent stating, therein, the reason within five (5) school days.

B. Personal Day – Each member of the Bargaining Unit is entitled to two (2) personal days of absence without loss of pay during each school year. If unused, such days shall be cumulative from year to year. No more than five (5) days may be taken in any contract year except with the approval of the superintendent. Requests for more than one (1) personal day are to be submitted to the professional employee's building principal at least 24 hours prior to said personal days. If qualified substitutes are not available, the administration reserves the right to limit the number of professional employees requesting personal days on any particular day to 10% of the professional employees per building. Personal days shall not be taken immediately before or after school holidays or the first ten (10) or the last ten (10) contracted days of the school term except with the approval of the superintendent.

#### **2. SICK LEAVE PROGRAM**

Professional employees shall receive sick leave at the rate of ten (10) days per year for either personal or family illness, which, if not used, will accumulate and may be used for personal illness in successive years.

\*Family:        1) father, mother, husband, wife, son, daughter or  
                      2) near relative who resides in the same household or  
                      3) any person with whom the person has made his/her home.

#### **3. FUNERAL LEAVE**

Whenever a full-time employee shall be absent from duty to arrange, to attend and/or to travel to funeral or memorial services for a member of the immediate family of said employee, there shall be no deduction in the salary of said employee for an

absence or absences not in excess of five (5) school days within a period of ten (10) days of the death. This inclusionary period may be extended with the approval of the Superintendent. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, grandparent or near relative who resides in the same household, or any person with whom the employee was living at the time of death or any step-relative corresponding to those immediate family members named above. "Step-relative" shall be defined as one of the above-listed family members genetically related to an employee's spouse from a previous relationship, or an adopted person of an employee's spouse from a previous relationship.

Whenever a full-time employee shall be absent from duty because of death of a near relative of said employee, there shall be no deduction in the salary of said employee for an absence not to exceed two (2) school days to arrange, to attend and/or to travel to funeral or memorial services. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent-in-law.

#### **4. PROFESSIONAL ABSENCES**

Professional employees must give sixty (60) days' notice of intent to leave employment in order to run for or to serve in public or political office. The employee shall retain all seniority obtained prior to his or her leaving employment. Seniority shall accumulate for the period of said absence. Said leave of absence shall extend for one (1) year or the term of office, whichever is greater.

#### **5. CHILDREARING LEAVE**

##### **A. Childrearing Leave**

The Employer shall grant unpaid Childrearing Leave to any member of the Bargaining Unit, excluding all categories of substitutes, in accordance with the provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended, and other applicable state and federal laws and/or regulations. A verifying physician's statement shall be required by the Employer and must be attached to the employee's written request for childrearing leave. The Employer, at its expense, will provide the employee on Childrearing Leave, subject to the approval and limitations of the carriers, continued coverage of term life and medical insurance benefits through the end of the month during which childbearing disability ends.

The Employer shall grant unpaid Childrearing Leave to any member of the Bargaining unit, excluding all categories of substitutes, for up to twelve (12) months renewable for up to an additional twelve (12) months subject to the return from leave provision. Childrearing Leave shall commence on the day following the last day of the disability related to the pregnancy period or, in the case of adoption, on the day of



placement for adoption. The Employer will, subject to the approval and limitations of the carrier, maintain the employee on childrearing leave in the insurance groups for term life insurance and medical insurances provided that the employee remits to the Business Office the amount of the billing for the employee's coverage within thirty (30) days of receipt of said bill. Failure to remit such payments in a timely fashion may result in loss of coverage.

#### **B. Return from Leaves**

The exact leave duration, including starting date and returning date from a Childrearing Leave shall be determined by the Superintendent or his/her designee after consulting with the employee. The Employee may, upon requesting a period of childrearing leave, request a duration of one semester, the balance of the current semester, one full school year, or the remainder of the school year once release to work has been secured from the attending physician. The employee shall notify the Superintendent, in writing, of the intention to return to duty for the next school year or request a second period of childrearing leave for the next school year no later than the preceding April 1 or thirty (30) days after a birth/adoption if it occurs after the preceding April 1. An employee may return sooner if approved by the Superintendent.

### **6. ASSAULT**

A professional employee shall not lose any sick leave days or salary for a period up to twenty working days because of an injury resulting from an unprovoked assault on a professional employee while in the classroom or on an assigned duty. The District will make whole an employee's salary for any compensation not made up by workman's compensation. Said employee will not make more than one hundred percent of their normal salary during that twenty-day period. A doctor's certificate may be required at the discretion of the superintendent.

## **PART VI**

### **RETIREMENT PROGRAM**

#### **1. REQUIREMENTS**

A. Minimum age 55 or 30 years of service.

B. Minimum of 15 years of service in the Southern Lehigh School District (years need not be consecutive).

C. The employee has not taken a professional development leave or any other leave as authorized by Section 1166 of the School Code as amended during any of the preceding seven years. This requirement shall not include sabbatical leaves for restoration of health.

D. The employee retires between the period September 1, 2016 and 12:00 noon on August 15, 2020.

## **2. BENEFITS**

The employee (and dependents, if so chosen) will receive the current Medical, Dental and Prescription or equivalent coverage in effect at the time of the Employee's retirement providing said coverage is available. Coverage will continue under the Plan currently in effect for the active membership until the specified amount is exhausted. When the employee reaches Medicare eligible age, all coverage shall end and the balance of the Specified Amount shall revert to the District.

Coverage shall be continuous until the specified amount is exhausted or Medicare-eligible age is reached, whichever comes first.

All benefits under this section will cease upon the death of the Employee provided Medicare-eligible age has been reached.

## **3. FUNDING**

A. The cost for benefits as specified above will be funded by the District at a rate equal to the expenditure that the District would have incurred if the employee had taken a sabbatical for professional development. If applicable, one-half of any annual National Board Certification stipend will be added to this amount. This expenditure shall hereafter be referred to as "Specified Amount" and will be modified by the following parameters:

- The employee retires 4 or more years PRIOR to the point that said employee is eligible for full retirement benefits as defined by PSERS = 140% of specified amount.
- The employee retires 1-3 years PRIOR to the point that said employee is eligible for full retirement benefits as defined by PSERS = 120% of specified amount.
- The employee retires during the year that said employee is eligible for full retirement benefits as defined by PSERS = 110% of specified amount.
- The employee retires 1-3 years AFTER the point that said employee is eligible for full retirement benefits as defined by PSERS = 80% of specified amount.



- The employee retires 4 or more years AFTER the point that said employee is eligible for full retirement benefits as defined by PSERS = 60% of specified amount.

\*\*\*Full retirement is defined by PSERS as:

- Any age, provided one has 35 years of PSERS- eligible service.
- Age 60, provided one has 30 years of PSERS- eligible service.
- Age 62, one can retire with one or more years of PSERS- eligible service.

<i>Retirement Date</i>	<i>PSERS Full Benefits Date (any age with 35 years of service; age 60 with 30 years of service; age 62 with at least one year of service)</i>	<i>Correct contractual percentage of Specified Amount</i>
<b><i>2016-2017 Contract Year</i></b>	<i>2020-2021 or later 2017-2018; 2018-2019; 2019-2020 2016-2017 2013-2014, 2014-2015, 2015-2016 2012-2013 or earlier</i>	<i>&gt; 3 contract years prior - 140% 1-3 contract years prior - 120% Same contract year - 110% 1-3 contract years after - 80% &gt; 3 contract years after - 60%</i>
<b><i>2017-2018 Contract Year</i></b>	<i>2021-2022 or later 2018-2019, 2019-2020, 2020-2021 2017-2018 2014-2015, 2015-2016, 2016-2017 2013-2014 or earlier</i>	<i>&gt; 3 contract years prior - 140% 1-3 contract years prior - 120% Same contract year - 110% 1-3 contract years after - 80% &gt; 3 contract years after - 60%</i>
<b><i>2018-2019 Contract Year</i></b>	<i>2022-2023 or later 2019-2020, 2020-2021, 2021-2022 2018-2019 2015-2016, 2016-2017, 2017-2018 2014-2015 or earlier</i>	<i>&gt; 3 contract years prior - 140% 1-3 contract years prior - 120% Same contract year - 110% 1-3 contract years after - 80% &gt; 3 contract years after - 60%</i>
<b><i>2019-2020 Contract Year</i></b>	<i>2023-2024 or later 2020-2021; 2021-2022; 2022-2023 2019-2020 2016-2017, 2017-2018, 2018-2019 2015-2016 or earlier</i>	<i>&gt; 3 contract years prior - 140% 1-3 contract years prior - 120% Same contract year - 110% 1-3 contract years after - 80% &gt; 3 contract years after - 60%</i>

B. The District shall deduct from the Specified Amount the cost of the employee's monthly premiums for the coverage's specified in Section 2 above.

C. In addition to the Specified Amount, credits representing interest earned on each retiree's Specified Amount (as reduced for prior payments of monthly premiums) shall be used to partially or fully offset the expenditures for monthly premiums. The credits shall be determined by the Business Office and the procedure for performing the calculations shall be available for inspection in the Business Office.

#### **4. TERMINATION OF BENEFITS**

A. If the Specified Amount, plus credits, is depleted prior to the retired Employee reaching the age of Medicare eligibility, the Employee shall have the option of paying for the premiums for the benefits outlined in Section 2 at his/her own expense until the Employee's age of Medicare eligibility is reached.

B. If the retired employee should die prior to exhausting the Specified Amount, his/her spouse shall be given the option of continuing the benefits outlined in Section 2 until the Specified Amount is exhausted

C. When the Specified Amount is exhausted, all benefits under this program cease for both the retired employee and spouse.

D. The retired employee and spouse shall have no vested rights to the Specified Amount plus credits. For illustrative purposes, if 1) coverage as outlined in Section 2 is no longer available; 2) the retired employee chooses to withdraw from this program at any time; or 3) the retired employee dies prior to exhausting the Specified Amount and the spouse decides not to continue coverage as provided in B above, the program ceases for that employee and his/her spouse with no rights to the Specified Amount, credits, or any portion thereof.

E. No benefits will be paid, nor any continuance of coverage be allowable under the District Plan(s), following the death of the Employee and his/her spouse at the Employee's time of death.

#### **5. SEVERANCE PAY**

Upon retirement Professional Employees shall receive severance pay in the amount of \$30.00 per day for all unused sick leave. These payments shall be subject to the following conditions:

A. The employee will have completed fifteen (15) years of service within the District.

B. Prior to April 1 of the year retirement shall become effective, the employee shall submit a letter of retirement.

C. The employee shall have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance. Payment of said severance pay will be made during the month of July following retirement, or no later than one month after the last day of employment during the school year, provided notice is given by April 1. If notice is given after April 1, payment will be made during the month of December of the same calendar year following retirement.

The Employer shall establish a plan document, which shall specify at least three 403(b) providers. The number of providers shall be determined by the District. The Employer shall make every effort to secure plan providers that will ensure that Employees may transfer funds among the providers on the provider list without any penalty.

Payment shall be made as an employer contribution into a 403(b) tax-sheltered annuity account, in accordance with IRC 403(b) (3). This account shall be established by the eligible Employee from the list of plans available from the District, prior to the District contribution. Failure to establish an account will result in forfeiture of the benefit. All Employees who have accumulated less than one thousand (\$1,000.00) dollars will receive cash compensation, and all others will receive the benefit in the form of a non-elective employer contribution.

D. The Employer shall pay all accumulated leave benefits to Employees by March 15 of the calendar year following severance from service with the district.

## **PART VII**

### **GRADUATE STUDY PROGRAM**

#### **1. TUITION REIMBURSEMENT FIRST MASTER'S DEGREE-- GENERAL**

Under the following conditions the Southern Lehigh School District will reimburse District Professional Employees for tuition costs for pre-approved courses taken up to and including the employee's first Master's degree during active employment (not including leaves) up to a maximum of twelve (12) credits, or equivalent, per Contract year provided no more than six (6) credits, or equivalent, are taken in any semester.

A. Employees may submit courses or programs of study to the ACMC (Advanced Course Management Committee) for preapproval at any time. Upon completion of the first year of employment in the District, the Bargaining Unit Member will be eligible for reimbursement for preapproved courses which will be paid upon commencement of the second year of employment, provided he/she is under a valid contract at the time each preapproved course is started and reimbursement has been approved. The ACMC may not approve coursework for reimbursement that has been completed or in progress; it may approve tuition reimbursement for programs that include future coursework or future courses themselves from the point of application approval forward.

B. It is the Professional Employee's responsibility to submit his/her application for tuition reimbursement together with a transcript, or other appropriate documents, showing the date of the course, course number, college or university, grade received, and a receipt of tuition payment to the District Superintendent. It is also the Professional Employee's responsibility to submit the Graduate Increment Application Form when eligible for a graduate study increment.

C. A recommendation for reimbursement will be made by the District Superintendent, where possible, at the next meeting of the Board of School Directors. Reimbursement to the applicant shall be made no later than 10 working days following the said School Board meeting.

D. A grade of "B" or better in a course or a "B" average in a program is necessary for reimbursement. Specifically, this does not include "B-".

## **2. TUITION REIMBURSEMENT- POST-MASTER'S DEGREE – GENERAL**

Under the following conditions, the Southern Lehigh School District will reimburse District Professional Employees for tuition costs for preapproved courses taken following the first master's degree during active employment (not including leaves) up to a maximum of six (6) credits, or equivalent, per contract year.

A. Employees may submit courses or programs of study to the ACMC (Advanced Course Management Committee) for preapproval at any time. Upon completion of the first year of employment in the District, the Bargaining Unit member will be eligible for reimbursement for preapproved courses which will be paid upon commencement of the second year of employment, provided he/she is under a valid contract at the time each preapproved course is started and reimbursement has been approved. The ACMC may not approve coursework for reimbursement that has been completed or in progress; it may approve tuition reimbursement for programs that include future coursework or future courses themselves from the point of application forward.

B. It is the Professional Employee's responsibility to submit his/her application for tuition reimbursement together with a transcript, or other appropriate documents, showing the dates of the course, course number, college or university, and grade received. A receipt, itemized to show payment of the course's tuition, must be included. This submission must be forwarded to the Superintendent's Office.

C. A recommendation for reimbursement will be made by the District Superintendent, where possible, at the next meeting of the Board of School Directors. Reimbursement to the applicant shall be made no later than 10 working days following approval at said School Board Meeting.

D. A grade of "B" or better in a course or "B" average in a program is necessary for reimbursement. Specifically, this does not include a "B-".

### **3. GRADUATE INCREMENT**

Pre-approved Courses may be submitted for Tuition Reimbursement that are not accepted by the college or university as fulfillment of requirements for a Master's degree or Doctorate degree. Although eligible for tuition reimbursement when pre-approved by the ACMC, these courses are not eligible for graduate increment.

Courses eligible to be used for purposes of Graduate Increment must be pre-approved by the ACMC and accepted by the college or university as partial fulfillment of requirements leading to a Certification program, Master's, Second Master's Degree or Post-Master's degree.

The Professional Employee must be enrolled in an approved Certification, Master's, Second Master's Degree or Post-Master's Degree program offered by one of the institutions listed as an approved provider below.

When a new hire is made, he/she may be compensated at a level that takes into consideration credits that have been accumulated at a postgraduate level at the District's option. That coursework or a new Program may be considered for approval by the District. New post-hire coursework or a new Program must be given approval by the ACMC.

All documents requesting graduate increment must be received in the Superintendents Office prior to September 15<sup>th</sup> in order that salary adjustments may be made retroactive to September 1, the beginning of the contract year, and the only day upon which graduate increment may be effective. Graduate increment must be requested by the Professional Employee to be granted.

### **4. THE ADVANCED COURSE MANAGEMENT COMMITTEE**

A. The Committee shall be comprised of: one (1) Central Office Administrator, one (1) member from the Southern Lehigh School Board, and two (2) members selected by the Southern Lehigh Education Association. The purpose of the ACMC will be to approve courses or programs of study by District Bargaining Unit members that will benefit the District, or disapprove same. Courses and programs of study may be approved solely for tuition reimbursement or for tuition reimbursement and graduate increment. The ACMC will also ensure that the coursework is taken through an approved provider (listed below).

A Substitution of members is permitted to allow the smooth function of the Committee. It is intended that there be no delay to applications if members are absent.

B. Minutes of each meeting will be kept and available to each of the constituent groups represented, housed in the Central office and available for examination by District personnel.

C. The ACMC will meet (at least) one time per month to address concerns relevant to this section.

D. The ACMC's decisions are binding upon all parties and all approvals must be approved by a majority vote (at least three members) of the ACMC, or a majority vote of those members who are present when the vote occurs.

E. Professional Employees may appear before the Committee for further explanations of the Employee's request.

F. Applications for course approvals, from approved providers, will be made through the building Principals and forwarded directly to the ACMC. The building Principal will forward to the ACMC the application within 1 week of receipt of the application from the Employee.

The ACMC will notify the Employee of acceptance or denial of the application within 1 week of the monthly meeting of the ACMC.

G. The ACMC may approve courses or a Program from a non-approved provider upon request by a Professional Employee, who will be responsible to provide documentation and justifications for such approvals subject to evaluation and approval/disapproval by the ACMC.

H. The ACMC may approve for reimbursement for courses that will not qualify for salary increment. Such approvals will be forwarded to the Superintendent. If a course is approved under this provision, the District will pay for the course at the time of approval by the ACMC and no grade, other than passing, is required.

I. The Employee will reimburse the District for non-completion of the course.

J. The monies allowed under Section H (above) will be apportioned by the Board annually and may not be exceeded.



## **5. APPROVED PROVIDERS**

The following is a list of approved providers under this section and is subject to the review by the ACMC at any time.

1. The Pennsylvania State University
2. De Sales University
3. Kutztown University
4. Moravian University
5. Muhlenberg University
6. Cedar Crest College
7. Temple University
8. Lafayette University
9. Lehigh University
10. Wilkes University
11. East Stroudsburg State University

The ACMC may recommend adding or deleting providers, preserving the right of a Professional Employee already enrolled in a course(s) from that deleted provider to finish a course or Program without disqualification from tuition reimbursement or graduate increment. Should the ACMC approve coursework from a non-approved Provider, that Provider shall be considered approved for that particular coursework.

## **6. TUITION REFUND DOLLARS AND PENALTIES**

Any Professional who has received benefits under this section and who voluntarily leaves the District's employment without one year's active service following the end of the course or courses shall be liable to repay all tuition benefits received for that course or courses taken in the preceding twelve months. The Superintendent may consider the suspension of this section in cases involving extenuating circumstances. The Superintendent's decision is final and binding upon all parties and is not precedent-setting.

## **7. RATE OF REIMBURSEMENT FOR GRADUATE INCREMENT ELIGIBLE COURSES**

The rate of reimbursement per credit for courses under this Program shall be the rate charged by Kutztown University per credit + 20% of the difference between the Kutztown tuition per credit rate and any other institution's tuition per credit rate.

**PART VIII**  
**CYBER OPTION**

To the extent and in the manner permitted by the following, the Association and the District agree that eligible District students may participate in the cyber option offered by the District in partnership with Virtual Learning Network (VLN) or similar vendor.

**1. Reservation of Rights**

The District and the Association agree that the Association has not waived its exclusive right to bargaining unit work, and agrees that it will not assert in any forum or circumstance that the cyber option through VLN or similar vendor waives the Association's right to assert its exclusive right to bargaining unit work.

**2. Terms Concerning the Implementation of the Cyber Option**

- A. The District will not openly advertise the cyber option to children in the district unless they are currently attending a cyber charter school or they approach the district office to withdraw to attend a cyber charter school.
- B. The District may use the cyber option as an alternative for students that will be expelled.
- C. The District may use the cyber option for a student who is out for extended medical reasons.
- D. The District will give a special diploma showing, and the transcripts will reflect that, the student graduated from cyber option.
- E. The District will not expand the cyber option program beyond these limits without the approval of the Association

**3. Preservation of Bargaining Unit Positions**

The District and the Association agree that no bargaining unit positions will be reduced or eliminated as a direct result of the District's implementation of the cyber option through VLN or similar vendor.

**PART IX**  
**GUEST MANDARIN CHINESE PROGRAM INSTRUCTOR(S)**

1. This section sets forth the terms and conditions of the Guest Mandarin Chinese Program Instructor(s) through the University of Pittsburgh, Confucius Institute and Wuhan University of China, as arranged through the



Berks County Intermediate Unit, with the District for a period beginning on or about August 1, 2016 and continuing until, or until the District, in its opinion, secures a qualified Teacher to fill the position.

2. To the extent and in the manner permitted by the following, the Association and the District agree that the Guest Mandarin Chinese Program Instructor will perform all duties associated with the District program and position.

3. Purpose of the Position: The District and the association agree that the Guest Mandarin Chinese Instructor Program position is due to a temporary but emerging need for such a position to assist the District with direct student instruction in this highly specialized field.

4. Remuneration: The District and the Association agree that this position will not be compensated in accordance with the salary schedules of the Collective Bargaining Agreement as they relate to the manner by which bargaining unit employees are compensated. For purposes of this section alone, the Guest Instructor will not be assessed union dues or be considered as a fair share member, nor be considered a member of the bargaining unit, nor enjoy or be entitled to any of the rights, benefits or protections offered by such membership in the bargaining unit.

5. Reservation of Rights to Bargaining Unit Work: The District agrees that the Association has not waived its exclusive right to bargaining unit work by virtue of this section.

6. Preservation of Bargaining Unit Positions: The District and the Association agree that no foreign language bargaining unit positions will be permanently eliminated due to declining enrollment as a direct result of the increasing enrollment in this Guest Mandarin Chinese Instructor Program.

7. Acknowledgement of Practice and Precedent: The District and the Association agree that this section will in no way set a precedent or create a past practice in the event that the District fills the Mandarin Chinese Program Instructor position on a regular basis.

8. The District will advertise for qualified Chinese teacher(s) annually in the manner consistent with current hiring procedures. Evidence of compliance will be submitted to the Association. Advertising will be done by January 31 for the next school year.

Southern Lehigh School District  
Center Valley, PA

Reference Number \_\_\_\_\_

Date Submitted \_\_\_\_\_

Grievance Report Form – Step I

Grievance Initiated by: \_\_\_\_\_ Work Place \_\_\_\_\_

Bargaining Unit: (SLEA) \_\_\_\_\_

First-Level Supervisor \_\_\_\_\_

Date and Nature of Alleged Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievance Relates to Contract Section(s) and/or Line No. \_\_\_\_\_ To Line No. \_\_\_\_\_

Action Desired: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Received by: \_\_\_\_\_ Date Received \_\_\_\_\_

\_\_\_\_\_

Decision by First Level Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative's Signature \_\_\_\_\_

Received by: \_\_\_\_\_ on \_\_\_\_\_

(Signature)

(Date)

Southern Lehigh School District  
Center Valley, PA

Reference Number \_\_\_\_\_  
(Fill in from original grievance report form)

Grievance Report Form – Step II

Step I Grievance Action was initiated on \_\_\_\_\_  
(Date)

Bargaining Unit: (SLEA) \_\_\_\_\_

Name and Title of Supervisor responsible for Step I decision: \_\_\_\_\_

Employee's Statement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date Received \_\_\_\_\_

\_\_\_\_\_

Step II  
Decision

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Representative's Signature \_\_\_\_\_

Received by: \_\_\_\_\_ on \_\_\_\_\_  
(Signature) (Date)

Southern Lehigh School District  
Center Valley, PA

Reference Number \_\_\_\_\_  
(Fill in from original grievance report form)

Grievance Report Form – Step III

Step II Grievance Action was initiated on \_\_\_\_\_  
(Date)

Bargaining Unit: (SLEA) \_\_\_\_\_

Name and Title of Supervisor responsible for Step I decision: \_\_\_\_\_

Employee's Statement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date Received \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Step III  
Decision

Employer Representative's Signature \_\_\_\_\_

Received by: \_\_\_\_\_ on \_\_\_\_\_  
(Signature) (Date)