COLLECTIVE BARGAINING AGREEMENT

between

THE PARKLAND SCHOOL DISTRICT

and

THE PARKLAND EDUCATION ASSOCIATION

September 1, 2022

to

August 31, 2025

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Article 1 -- RECOGNITION

The Parkland Education Association, hereinafter called the "Association," is hereby recognized by the Parkland School District, hereinafter called "Employer," as the exclusive and sole certified bargaining agent for all members of the bargaining unit, hereinafter called "Members." These "Members" shall also include substitutes for a temporary vacancy who are hired by the Employer for a period intended to last at least ninety (90) days or more. However, benefits for substitutes for a temporary vacancy are specified in Article 29.

Article 2 – TERM

The term of this Agreement shall begin on September 1, 2022, and shall continue in full force and effect until August 31, 2025.

Article 3 – CALENDAR

For the term of this Agreement, the number of teacher days for all Members, except those newly hired, shall not exceed 190 days.

For newly hired Members, the number of teacher days in the year hired shall not exceed 198 days.

Members shall not be required to attend school when all the schools of the Employer are closed and students are told not to report for classes because of inclement weather. These days may be made up at the discretion of the Board, and Members shall be required to attend as part of the contracted days.

Employer is keenly aware of the importance of providing ongoing professional development opportunities for staff Members. Consistent with this belief, the Employer provides an extensive array of professional offerings throughout each school year. During the term of this Agreement, Members who participate in and earn professional development credit hours through the Parkland Academy in excess of the required annual hours may accumulate the hours from year to year. The accumulated hours may be used to satisfy the requirement for additional professional development hours assigned by the Employer due to weather-related or other situations that occur because of changes made to the school calendar.

Employer agrees that accumulated hours may carry over from the expired predecessor Collective Bargaining Agreement into this Contract, but the carryover may only be used due to weather-related or other situations that occur because of school calendar changes.

Article 4 – SCHOOL DAY

The length of the school day shall not exceed 7-1/3 hours, including lunch, unless circumstances arise which are beyond the control of the Employer and which necessitate a lengthening of the school day.

In addition, all Members covered by this Contract may be required, without additional compensation, to spend no more than nineteen (19) hours per school term, as directed by the Employer, for activities such as faculty meetings, open houses, and parent-teacher conferences.

Article 5 – NOTIFICATION OF TEACHING ASSIGNMENT

All Members shall be given a written notice of their tentative teaching assignment for the forthcoming year, not later than August 1, preceding the start of the contract year.

Article 6 – EVALUATION OF STUDENTS

The Member shall maintain the responsibility for grading students. It shall also be the Member's responsibility to maintain adequate records of students' grades. No subject grade will be changed without the consent of the Member.

Members shall explain their grades and attend a conference, arranged at a mutually agreeable time, between the principal, the guidance counselor, and the parent or guardian.

Article 7 – POSTING OF VACANCIES

All full- or part-time professional vacancies, covered by Exhibit "A," shall be advertised by email to all Members at least five (5) business days in advance of the deadline for application and by posting the following information on the Employer's intranet system, with a copy to the Association President:

1. job title
2. qualifications
3. salary range, when available
4. procedure for application
5. time limit for applications

Vacancies covered by Exhibits "B", "C" and "D" will be advertised under any one of the following circumstances:

1. when an incumbent vacates the position for any reason; or
2. when the Employer elects to create a vacancy in the position by not appointing or reappointing an incumbent.

Under such circumstances, such vacancies shall be advertised by email to all Members at least five (5) business days in advance of the deadline for application and by posting the following information on the Employer's intranet system, with a copy to the Association President:

1. Extra duty contract title.
2. Qualifications.
3. Compensation.
4. Procedure for application.
5. Time limit for application.

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 Employer. Postings for newly created positions will be posted for ten (10) days.

Article 8 – TRANSFERS

Transfer shall be defined as a change in assignment in area of certification or building. Any Member may, in writing, request a transfer to a vacancy. Interested Members must apply within ten (10) calendar days (newly created positions) or five (5) calendar days (existing positions) after said posting. No vacancy shall be filled prior to the end of the ten (10) days or five (5) days as described above.

On or before March 1, a request for transfer to another assignment for the following school year shall be made in writing, each year, to the Superintendent, with a copy to the principal of the building where a vacancy may exist. The request shall include the reasons for requesting the transfer. Qualified Members who request a transfer shall be given first consideration.

Requests by a Member for a transfer to a position different from the Member's current assignment shall be given a written reply by the Assistant Superintendent.

Any involuntary transfer or assignment shall be made only after a meeting between the Member involved and the Assistant Superintendent, at which time the Member shall be notified of the reason for the transfer. An involuntary transfer or reassignment shall be made only if there are no qualified applicants employed by Employer who are acceptable to the Employer's program needs. In the event that a Member objects to the transfer or assignment, the Member may request a meeting with the Superintendent. Notice of an involuntary transfer shall be given to the Member by August 1, except in the case of an unexpected or unavoidable termination of employment, leaves of absence, or unanticipated enrollment changes. Seniority will be considered, but will not be the sole criterion for selection.

The selection of personnel to fill a vacancy shall be made at the Employer's discretion and shall not be subject to the grievance procedure. Such selection will be determined in the best interest of the educational program of the Employer.

The procedure of Member transfer shall be subject to the grievance procedure.

Article 9 – RESIDENCY

Residency of Members shall not be a condition of employment or advancement with the Employer.

Article 10 – NON-DISCRIMINATION IN PROGRAMS AND EMPLOYMENT POLICY

The Employer is an equal opportunity employer and does not discriminate on the basis of race, color, religion, national origin, age, marital status, sex, sexual orientation, or non-relevant disability in activities, programs, or employment practices.

To make inquiries concerning this policy or for information regarding civil rights or grievance procedures, contact the Employer equal rights officer, Assistant Superintendent, Parkland School District, 1210 Springhouse Road, Allentown, PA at 610-351-5505.

Article 11 – OBSERVATION AND EVALUATION OF MEMBERS

All observations of the work performance of the Member shall be done openly. Prior notification of an observation by an administrative/supervisory staff Member shall be given when a teacher effectiveness observation is being conducted, but no prior notification will be necessary in the case of differentiated supervision observations. In the case of a teacher effectiveness observation, there will be good faith attempts made to mutually agree upon the time of the teacher effectiveness observation. Within seven (7) school days of the observation, the supervisor or administrator shall discuss the observation results with the Member and present the Member with a written copy of the same observation results. The file copy shall be signed by the Member as having been received. Evaluations of temporary professional and professional employees will use a form authorized pursuant to Pennsylvania law and the Pennsylvania Department of Education. The Member may opt to attach comments in a separate document to the Employer Pennsylvania Classroom Teacher Rating Form as specified by the Commonwealth of Pennsylvania.

Article 12 – JUST CAUSE

Members shall not be disciplined, reprimanded, demoted, or discharged without just cause, except that the discharge provision of this article shall exclude Members who have not been granted tenure.

Any disciplinary action by administrators shall not be administered in the presence of students. Any disciplinary action by administrators shall not be administered in the presence of another Member, unless the accompanying Member is an officer or building representative of the Association. The proscription against disciplining Members in the presence of others shall not apply in the event of a disciplinary hearing or in a situation where the Employer's Board is required to legally take disciplinary action against a Member.

In discharge cases, any grievance filed must be accompanied by a notarized statement from the Member(s) that he/she will proceed exclusively through the steps of the grievance procedure.

Article 13 – REQUIRED MEETINGS OR HEARINGS

Whenever any Member is required by law to appear before the Board of School Directors concerning the continuation of his/her employment, the Member shall have the option of having an Association representative and/or legal counsel present to advise the Member during such a meeting.

Article 14 – PREPARATION TIME

Teachers in grades K-5 will receive one uninterrupted 45-minute prep period 7 out of 8 days and one uninterrupted 45-minute data planning period 1 out of 8 days with transition time not to exceed 10 minutes of that 45-minute data planning period. There shall be no more than 2 data planning periods in a month.

Teachers in grades K-5 will receive one uninterrupted 15-minute block of time attached to their lunch period 8 out of 8 days.

If half-day Kindergarten is offered by the Employer, Kindergarten Teachers will continue to receive two 30-minute blocks of uninterrupted prep time 7 out of 8 days and two 30-minute blocks of uninterrupted data planning periods 1 out of 8 days.

Special Education Teachers will receive one 35-minute block of uninterrupted prep time 8 out of 8 days and one 20-minute block of uninterrupted prep time in the am or pm 8 out of 8 days.

The above is based on a 4-day cycle. When cycles are interrupted by early dismissal, late start, emergency and in-service days, or during cycles when scheduled special programs or extenuating circumstances make it impractical to schedule the allotted Prep/Data time for that cycle, the Prep/Data time will be prorated for that cycle.

Total minutes of uninterrupted Prep-time in an 8-day cycle:

Grades K-5 = 435; Special Subject = 280; Special Ed. = 440; Special Subject Teachers, Guidance Counselors, and Nurses assigned to Elementary Schools receive 35 minutes, at a minimum, of uninterrupted prep time 8 out of 8 days.

When daily schedules are interrupted by early dismissal, late start, emergency, and in-service days, or during cycles when scheduled special programs or extenuating circumstances make it impractical to schedule the allotted Prep time for that cycle, the Prep Time will be prorated for that cycle.

A. Full-time middle school and senior high school classroom teachers, special subject teachers, special education teachers, guidance counselors and nurses will be provided with preparation periods under the same conditions as outlined under Section 1. For the middle schools (Grades 6-8), five (5) preparation periods per week and a minimum of one (1) uninterrupted team meeting will be provided. Any uninterrupted team meeting will be in addition to the guaranteed preparation time specified above. For the high school (Grades 9-12), a minimum of seven (7) preparation periods per calendar week will be provided.

B. Part-time teachers who are employed 50% of the school day or more at the elementary level, or three (3) periods a day or more at the secondary level, shall have preparation time/periods prorated according to their approved schedule.

C. Qualifying teachers who are not provided with preparation time as outlined in Sections 1, 2, or 3 above, will be provided with a form to complete and file with the principal that indicates the amount of time not provided, and the Member will be provided with compensatory preparation time to be spent in the school(s) to which they are assigned.

Preparation time shall be defined as time spent on planning classroom lessons, correcting student work, developing classroom activities, displays or other educational or student-related activities within the school setting. This time may also be used at the teacher's discretion for team, department, or other school-related meetings in the building.

Article 15 – HORIZONTAL SALARY SCHEDULE ADVANCEMENT

A. Banked Credits – For the purposes of this Collective Bargaining Agreement, banked credits constitute Superintendent-approved courses that have not been applied for column movement.

Notwithstanding the foregoing, Members will have the opportunity for utilizing banked credits for application for horizontal movement. In the event they do not use banked credits from Fresno or Antioch for application for horizontal movement on or before January 31, 2016, such Members would lose such banked credits earned at Fresno or Antioch.

A Member who completes the requirements for a higher level on the salary schedule in Exhibit "A" and in compliance with Article 18 and Article 19 shall be moved to that level in September.

A Member must complete all coursework and submit the required Horizontal Salary Schedule Advancement Request Forms for the horizontal movement being requested. All forms must be submitted to the Superintendent or the Superintendent's designee no later than January 31 of the prior contract year for which horizontal movement is being requested.

The official transcripts and passing grade must be submitted prior to September 5 of the advancement year for advancement to be granted.

Article 16 – PRIOR SERVICE CREDIT

Experienced Members employed by the Employer shall receive some credit for prior service as a full-time professional or temporary professional employee with the Employer or another public school system.

Prior service shall be evaluated by the Superintendent and any credit for prior service shall be agreed upon prior to the time of hiring by the applicant and the Employer or its designee.

Article 17 – TRAVEL ALLOWANCE

Travel allowance shall be paid on a rate per mile basis upon submission of an itemized account of said travel. The rate per mile shall be set at the prevailing IRS rate. Travel allowance shall be paid only to Members who are required to travel between schools because of their regularly scheduled teaching assignment and who have prior approval for travel reimbursement from the Superintendent.

Article 18 – TUITION REIMBURSEMENT

The Employer will reimburse a Member for additional credits earned as follows:

A. A Member must hold a bachelor's degree.

B. The Superintendent or designee must approve or disapprove courses prior to the Member having registered and paid for the course at the college or university.

C. No more than nine (9) credits for reimbursement shall be taken per year, September 1 to August 31.

D. An additional three (3) credits may be approved providing the Member is enrolled in a bona fide college or university master's or doctoral degree program and the credits will be applied to the degree program of the Member.

E. A Member taking courses towards his/her permanent certification or first Master's degree as recognized on the salary schedule (Exhibit A) shall be reimbursed only for tuition costs at 100% of the Kutztown University rate and 20% of the difference between a higher rate charged by a college/university and the Kutztown rate in effect when the Member registers. A Member taking an approved course(s) toward advancement beyond the Master's degree column on the salary schedule (Exhibit A) must be enrolled in an approved degree granting program (Master's, Doctorate, National Board) and shall be reimbursed only for tuition costs at 50% of the Kutztown University rate for each course. Payment shall be made three times during the contract year: In October (for courses completed in the summer); in January (for courses completed in the first semester); and in June (for courses completed in the second semester), providing the Member has received a grade of "B" or better. To be eligible for reimbursement, the Member shall submit, by the first business day of the month of requested reimbursement, a copy of the paid bill, as verified by the college or university, and evidence of the grade.

F. No reimbursement will be made to a Member not under contract to the Employer on October 1 of the year during which reimbursement is due unless the Member has been

suspended (furloughed) and has not been notified prior to receiving written approval for the course(s).

G. A Part-time Member will be eligible for tuition reimbursement. (See Article 30.)

H. Whenever a Member has received tuition reimbursement for coursework, the Member will have an obligation to repay to the Employer fifty percent (50%) of the reimbursement that was paid if the Member terminates his or her employment with the Employer within one (1) calendar year from the date of completion of the course(s) or repay twenty-five percent (25%) of the reimbursement that was paid if terminating employment within two (2) calendar years from the date of completion of the coursework.

I. For purposes of this provision, the termination date shall be the last day of employment with the Employer.

J. A Member terminating their employment with the Employer for the following reasons shall be exempt from the preceding reimbursement requirements: retirement through PSERS, dismissal or furlough by the Employer, non-return to employment following childrearing or general leave of absence, medical disability, and/or sabbatical leave for restoration of health.

K. If the Superintendent requests that a Member participate in a course, such course shall be approved for reimbursement.

L. Only courses that are pre-approved by the Parkland School District can be used for horizontal movement and tuition reimbursement. (As per sections E, K, or M for applicable coursework.)

M. A Member requesting to take graduate level courses that are not part of an approved National Board Teacher's Certification Program, Additional Master's Degree, or Doctoral Program needs to obtain approval from the Superintendent or designee.

Article 19 – CREDITS/PROFESSIONAL EDUCATION COMMITTEE

A. Credits

Credits to be counted as master's +15, master's +30, master's +45, master's +60 or doctorate on the salary schedule shall be earned after the master's degree or equivalency is awarded.

For any Member hired after September, 1992, an earned master's degree (not equivalency) is required for movement beyond the master's column on the salary schedule, and additional credits to be counted for movement on the salary schedule shall be earned after the master's degree.

Credits to be counted for advancement on the salary schedule must be approved by the Superintendent prior to taking the course. (Refer to contract language in Article 15 and Article 18.)

B. Committee for Professional Education

The following provisions shall be in compliance with Act 48. The committee shall be called the Parkland School District Professional Education Committee.

1. Composition:

a. Association: Bargaining unit membership shall consist of ten (10) Members. This shall include the President (or designee appointed by the President), the Vice President (or a designee appointed by the President), and eight (8) Members elected by Members. Two (2) individuals shall be elected by elementary Members, two (2) shall be elected by middle school Members, two (2) shall be elected by high school Members, and two (2) shall be educational specialists elected by educational specialists. The Association shall be responsible for conducting these elections. The terms of the President and the Vice President (or designees) shall be the same as their terms of office.

b. District: District Members shall total five (5) administrators and up to five (5) Individuals chosen by the Board.

Article 20 – PERSONAL/EMERGENCY LEAVE

Three (3) days of leave shall be provided to each Member during each year of the Contract to cover personal and emergency reasons for absence. Any such unused leave shall be cumulative from year to year, without limitation; however, a Member may not use more than five (5) days in any one year without the approval of the Superintendent.

Prior to the use of personal days by a Member, notification shall be given to the Superintendent, in writing, as outlined below:

1. Use of one (1) or two (2) days — forty-eight (48) hours in advance of the dates of intended use, if possible;

2. Use of three (3) or more consecutive days — five (5) working days in advance of the dates of intended use. This notification requirement may be adjusted if an emergency situation makes it impossible for the Member to meet the requirement.

For the final fifteen (15) student days of the school term, days may only be taken upon approval of the Superintendent for emergency reasons, or for circumstances which are deemed to be beyond the control of the Member. Personal leave shall not be granted on a workshop or early dismissal day, as published in the school calendar without the approval of the Superintendent.

Not more than 10% of the faculty in any one building shall be absent for personal leave on the same day except for days approved by the Superintendent for emergency reasons or for circumstances which are deemed to be beyond the control of the Member. Note: In the event of a death of a family member the Pennsylvania School Code Section 1154 provides the following information:

**Three (3) days for immediate family are provided by the code. One (1) day is provided for first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

**Member of the immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee had made his home.

These school code provided days are in addition to the days described above.

Article 21 – SICK LEAVE

A. Accrued

Sick leave shall be credited for each Member as follows:

Ten (10) days per year shall be available as provided in Section 1154 of The School Laws of Pennsylvania.

In addition, if the ten (10) days earned in the current year, as outlined above, are exhausted, additional sick leave days shall be made available to a Member as follows:

> Upon completion of the twenty-first (21st) year of service and continuing through the thirty-first (31st) year of service — three (3) additional days per year.
>
> Upon completion of the thirty-first (31st) year of service and beyond, four (4) additional days per year.

These additional days are not cumulative and shall not be counted when computing retirement reimbursement.

Sick leave shall not accrue while a Member is on a sabbatical leave or other approved leave of absence.

Sick leave shall be prorated for Members who do not work a full school term. Members who have used more than the allotted/accumulated days prior to resignation or leave shall be subject to per diem deductions as defined in Article 33.

B. Childbirth

A Member is eligible to use accrued sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, according to the provisions of law. However, requests for sick leave under this provision must be supported by a statement from the Member's physician. Normally not more than six (6) weeks of sick leave may be taken under this provision without detailed supporting evidence from the Member's physician and/or the Employer's medical director or Employer-approved licensed physician.

C. Use of Sick Leave for Family Illness

Members shall be allowed to use accrued sick leave to take time off from work for the illness of an immediate family member. Immediate family members shall include the following:

> Parents, including step-parents or persons who stood in the place of the parent and performed parental duties and responsibilities; spouse as defined by the laws of this Commonwealth; children, including step-children, foster children, and legal wards; siblings, including step-siblings; and any relatives, either by blood or marriage, living in the Member's household.

The maximum amount of family sick leave that a Member may use for minor or brief periods of disability is limited to five (5) work days in a school year. For each day of leave utilized, the accrued sick days of the Member shall be reduced.

Article 22 – LEAVE OF ABSENCE FOR PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE FOR RESTORATION OF HEALTH

Members who have completed ten (10) years of satisfactory service in a school system of this Commonwealth and have served continuously with the Employer for a period of at least five (5) years shall be granted a leave of absence for professional development/sabbatical leave for restoration of health, not exceeding one (1) year. The Member shall notify the Employer sixty (60) days prior to the start of professional development leave.

Thereafter, one (1) leave of absence for professional development or sabbatical leave for restoration of health shall be granted after each seven (7) years of service.

Members on either a leave of absence for professional development/sabbatical leave for restoration of health shall receive a salary equal to one-half (1/2) the annual salary to which they would have been entitled had they remained in the school system that year.

Members on leave of absence for professional development/sabbatical leave for restoration of health shall not be entitled to accrue sick leave or personal leave.

Members shall make such periodic written reports to the Employer as may be required at the time of granting such leave.

The period of the leave of absence for professional development/sabbatical leave for restoration of health, as approved, shall be included in the teacher's years of experience in working for the Employer for determination of annual salary to be paid to such Member upon return from leave. The Pennsylvania School Laws shall govern the Employer and the Member regarding leave of absence for professional development/sabbatical leave for restoration of health.

Article 23 – LEAVE OF ABSENCE

A. Leave for Study

The Employer shall grant a Member a leave of absence, without pay, for graduate study for one (1) school term. The Member shall notify the Employer sixty (60) days prior to the start of such leave, and the Member shall also notify the Employer sixty (60) days prior to the anticipated day of return. Said leave shall correspond with the beginning of the term or semester or end of the term or semester, as the case may be, as defined by the school calendar. Upon return to the Employer, the Member shall be assigned to a position which is the same or similar in nature and for which the Member is properly certified. No salary or fringe benefits shall be paid to a Member on leave.

School activities which the Member had been coaching or directing are not paid while on leave of absence and any supplementary contracts for positions held are not guaranteed upon the Member's return.

Members wishing to attend graduate schools having trimester calendars may apply for special leave consideration from the Employer.

B. Childrearing Leave

The Employer shall grant a childrearing leave of absence to any Member at the termination of their temporary disability or sick leave due to pregnancy and childbirth of the Member, or the Member's spouse, or at the time of adoption of a child. This leave will be granted for a maximum of up to one and one-half (1½) school terms.

Requests for childrearing leave shall be submitted approximately sixty (60) days prior to the date of delivery, or adoption, whenever possible, and requests shall specify the anticipated date of return to teaching. Furthermore, the Member shall notify the Superintendent, in writing of the intention to return at least sixty (60) days prior to the requested return date. The return date shall

correspond with the beginning of the term, mid-term, or the beginning of a marking period, as defined by the school calendar. The Member is not guaranteed a return to the exact position he or she left.

Members on leave will not be paid salary or fringe benefits, except that a Member will be reimbursed for courses begun prior to the starting date of the leave, as defined in Article 18.

Provided each respective master contract shall permit, a Member who has been granted childrearing leave shall be entitled to pay to the Employer the premiums attributable to life, health, and accident insurance coverage available under this contract. This insurance coverage shall continue only for the period for which each such premium due to the respective insurance company has been paid by the Member.

C. Workers' Compensation Panel

1. Panel of Physicians

To the extent and in the manner permitted by the following, the Association and the District agree that in order to ensure that a Member's medical treatment will be paid for by the District, or the District's insurance company, the Member must select from one of the licensed physicians or practitioners of the healing arts identified as "Designated Physicians" of the Parkland School District. The Member must continue to visit one of the listed providers identified as "Designated Physicians" for ninety (90) days from the date of the Member's first visit. If the Member does not comply with this requirement, the District or District's insurance company will be relieved from liability for payment of services rendered during this period.

2. Terms Concerning the Implementation of the Worker's Compensation Designated Physician's Panel

The Association recognizes and agrees that the District has posted a list of at least six (6) health care providers, at least three (3) of which are physicians, and no more than four (4) of which are coordinated care organizations (CCO). The Association acknowledges that they have been presented by the District with written notice setting forth the Member's rights and duties under Section 306(f.1)(1)(l) of the Pennsylvania Workers' Compensation Act. The Association further acknowledges that a Member has the right to seek emergency medical treatment from any provider, and further understands that the Member who needs subsequent non-emergency treatment must utilize a designated provider for the remainder of the ninety (90) day period.

Article 24 – ASSOCIATION LEAVE DAYS

A. Leave Days: The Employer shall grant fifteen (15) days of leave during each school term in order to permit the Association to send its representatives to conferences of PSEA. The total leave shall be limited to fifteen (15) days during each school term for all, not each, employee-representative of the Members. Such leave will be granted with pay. The Association President shall notify the Superintendent's office twenty-four (24) hours prior to the intended use of these days. In addition, no duty periods shall be assigned to the Association President.

B. Time Release President: The position of Association President shall be entitled to half-time release from professional duties to conduct Association and/or district related business during the work day without loss of wages, benefits, or other contractual advantages of a full-time Member. The President's work schedule will be developed by the administration each contract year and will be determined based upon the needs of the students and/or district. All terms and conditions of employment shall be as if the President were a full-time Member. All efforts will be made by the district to return the President to his/her vacated position should the presidency term end. However, if the vacated position is unavailable, the administration agrees to meet to discuss possible options with the outgoing President. The final decision will be the prerogative of the administration and shall not show any union animus.

Article 25 – MEDICAL PROGRAM

A. Medical Coverage

The Employer will provide medical coverage as provided by the Lehigh County School Consortium plan for Lehigh County schools, for each Member and his/her family, upon execution of the required forms. However, the Employer reserves the right to choose an alternate insurance carrier or plan as long as the coverage is comparable to the existing plan.

The Employer will provide separate contracts in cases where both husband and wife are eligible for coverage under this article, if necessary to provide equal benefits to both Members.

B. Major Medical Coverage

During the term of this Agreement, the Employer will make available the following plans to eligible Members that will have out-of-pocket maximums equivalent to the highest permissible individual and multiple party deductibles pursuant to federal and state law:

1. PPO6 100/80 (Core Health Plan) – The Board will offer the PPO6 100/80 plan providing for an individual in-network deductible of $500; a family in-network deductible of $1,000; 100% coinsurance in-network; 80% coinsurance out-of-network; and a $20 office visit copayment and $35 emergency room copayment, waived if admitted.

a. During the 2022-2023 school year, the following will be the Member's premium contributions: Single $120 per month; Multiple Party $240 per month.

b. During the 2023-2024 school year, the following will be the Member's premium contributions: Single $135 per month; Multiple Party $270 per month.

c. During the 2024-2025 school year, the following will be the Member's premium contributions: Single $155 per month; Multiple Party $310 per month.

2. PPO $750 100/80 – The Board will offer the PPO $750 100/80 plan providing for an individual in-network deductible of $750; a family in-network deductible of

$1,500; an individual out-of-network deductible of $1,500; and a family out-of-network deductible of $3,000; 80% after deductible; retail clinic visit $40 copayment; primary care provider office visit $20 copayment; special office and virtual visits $40 copayment; and urgent care center visits $40 copayment; and emergency room services $100 copayment, waived if admitted.

a. During the 2022-2023 school year, the following will be the Member's premium contributions: Single $50 per month; Multiple Party $100 per month.

b. During the 2023-2024 school year, the following will be the Member's premium contributions: Single $65 per month; Multiple Party $130 per month.

c. During the 2024-2025 school year, the following will be the Member's premium contributions: Single $85 per month; Multiple Party $170 per month.

d. Deductions for healthcare will be based upon 24 pays and mandatory payroll deductions will be charged against the first two (2) pays per month.

C. Prescription Drug Insurance Coverage

The Employer will provide prescription drug insurance coverage for each eligible Member and eligible dependents as follows:

Type	2022-2023	2023-2024	2024-2025
Brand Non-Preferred	$75 (copayment)	$90 (copayment)	$105 (copayment)
Brand Preferred	$50 (copayment)	$65 (copayment)	$80 (copayment)
Generic	$15 (copayment)	$15 (copayment)	$20 (copayment)
Mail Order Drugs (90-day supply) Brand Non-Preferred	$135 (copayment)	$150 (copayment)	$165 (copayment)
Mail Order Drugs (90-day supply) Brand Preferred	$75 (copayment)	$85 (copayment)	$95 (copayment)
Mail Order Drugs (90-day supply) Generic	$30 (copayment)	$40 (copayment)	$50 (copayment)

D. Vision Care

The Employer will contribute toward the cost of an eye examination by a licensed vision care practitioner, and/or toward the cost of lenses prescribed by a vision care practitioner and actually purchased by the Member for his/her own use and/or dependent(s) for their own use.

The maximum reimbursement shall be Two Hundred Fifty Dollars ($250) toward expenses for each contract year.

E. Dental Coverage

The Employer will pay 100% of the premiums for dental care coverage as provided by the Lehigh County School Consortium prepaid dental care plan for Lehigh County schools, for each Member and his/her family, upon execution of the required forms. However, the Employer reserves the right to choose an alternate insurance carrier or plan as long as the coverage is comparable to the existing plan.

The Member shall have the right to elect the Dental PLUS Program as an alternate plan in lieu of the dental care coverage provided by the Lehigh County School Consortium prepaid dental plan; however, such plan will be provided at a cost to the Employer not to exceed the cost of the Employer's basic dental care coverage. Enrollment shall be subject to Dental PLUS regulations.

F. Medical/Prescription/Dental Opt Out Provision

In the event that: (1) an eligible Member declines participation in the Employer's health benefit plan for medical and prescription benefits, but elects dental benefits; (2) or the eligible Member declines participation for medical, prescription, and dental benefits during the open enrollment process or as otherwise provided in the District's Section 125 plan, the Member shall be eligible to receive One Thousand Five-Hundred Dollars ($1,500) per plan year, less legally required withholdings/taxes, payable over twenty-six (26) pays. In the event the Section 125 plan permits an eligible Member to decline participation for any reason (including a qualifying event) after open enrollment or sometime during the middle of the plan year, the One Thousand Five-Hundred Dollars ($1,500) will be prorated. Further, should a Member leave the employ of the District and not serve an entire year, the One Thousand Five-Hundred Dollars ($1,500) would be prorated in accordance with the Section 125 plan. It is understood that a Member can only decline

participation in the health benefit plan if the Member is eligible for coverage under another health benefit plan or spousal plan coverage.

District reserves the right to audit and/or investigate the existence of spousal coverage and further has the right to seek certification from the Member regarding the extent of spousal coverage received. Reinstatement in the Employer's health benefit plan is restricted to a qualifying event as set forth in the District's benefit plan or open enrollment.

G. Changes in Dependent Coverage

Election of any change in dependent coverage shall be made, in writing, by August 10 of each year, or within thirty (30) days of any qualifying event. Payment shall be made through payroll deductions calculated on a twelve (12) month basis.

H. Benefits Program/Excise Tax Language

In the event that any health benefit plan offered by the District exceeds the threshold requirements for any excise tax, penalty, or other form of tax under the Affordable Care Act the parties will agree that such tax, penalty, or other form of tax under the Affordable Care Act will be shared equally between the Association and the District on a 50%/50% basis. The Member's share of such tax, penalty, or other form of tax under the Affordable Care Act shall be made through mandatory payroll deductions.

I. Section 125 Plan/Flexible Spending Account

During the term of this Agreement, so long as permitted under the Internal Revenue Code of 1986, as amended, the Employer agrees to sponsor a plan pursuant to the Internal Revenue Code, Section 125 Plan/Flexible Spending Account, and its regulations promulgated thereunder, to: (1) permit eligible Members to elect to participate in any one of the Employer-sponsored health benefit plans described herein; (2) pay his or her share of the premiums determined above on a pre-Federal income and FICA basis; (3) permit eligible Members to pay for other eligible benefits as established by the Section 125 Plan/Flexible Spending Account on a pre-Federal income and

FICA basis; or (4) decline participation. The parties agree that as a condition for the creation and implementation of this Section 125 Plan/Flexible Spending Account, the Member shall not incur any administrative or legal costs for the creation of the Section 125 Plan/Flexible Spending Account or the maintenance of the Section 125 Plan/Flexible Spending Account.

Article 26 – LIFE INSURANCE

The Employer shall pay the premium for term life insurance for each Member in the amount of fifty thousand dollars ($50,000) for the term of this Agreement.

All benefits and requirements are subject to the forms and provisions of the master contract entered into between the Employer and the insurance carrier.

Article 27 – DISABILITY PLAN

The Employer will pay for a short-term disability and a long-term disability program for each active Member that provides for the following benefits:

A. Short-term disability:

Weekly benefit: 66-2/3% of covered earnings

Maximum: $1,250

Minimum: $25

Date benefits begin:

Accident: the greater of accumulated sick leave or 15th day

Sickness: the greater of accumulated sick leave or 15th day

Benefit duration: 11 weeks

B. Long-term disability:

Monthly benefit: 66-2/3% of covered earnings

Maximum: $5,000

Minimum: $100

Elimination period: the greater of 90 days or accumulated sick leave; 0 day residual

Maximum benefit duration: for disabilities occurring before age 60, 5 years

Dual definition of disability: unlimited partial disability

Own occupation test: 36 months; then any occupation

Earnings test: 80%; indexed at 7.5%

While the Member is on disability as designated by the insurance carrier, the Employer will continue to contribute the Employer's share of contributions to the Public School Employees' Retirement System (PSERS) for a one (1) year period as if the Member were earning 100% of the Member's contractually required earnings, so long as permitted by law and consistent with PSERS' regulations governing "special sick" leaves. Members are not required to return to employment to pay their share of PSERS contributions during the first year of disability. Members

out on disability leave will make monthly contributions of their share of PSERS through the Employer's Business Office. (Failure to do so will put the Member's year of service towards PSERS in question.)

The Board will provide its share of premiums for the Employer's health benefit program (medical coverage, dental, vision, and prescription benefits) in addition to the provision of life insurance for a period of up to two (2) years of disability. The commencement of the two (2) year period will be as of the date of disability. Members will be required to pay their share of the health benefit premiums in effect in accordance with the Collective Bargaining Agreement then in effect for the duration of the two (2) year period. This will be based upon the Employer's Business Office receiving timely reimbursements for the Member's share of health benefit premiums based upon a methodology determined by the Employer's Business Office. After the two (2) year period, Members may apply for a one year leave of absence without pay or benefits within thirty (30) days after the expiration of disability leave. Members may then purchase health benefit/life insurance coverage at the equivalent cost paid by the Employer to the insurance provider for this one (1) additional year. At the conclusion of this three (3) year disability period for health benefits, Members will be eligible to exercise their right for the continuation of health benefits and/or life insurance premiums pursuant to COBRA. The disability program will provide up to five (5) years of disability payments, even if the Member resigns or retires, conditioned on continued approval of the insurance carrier.

It is understood, however, that all of the foregoing is subject to any approval requirements of the insurance provider or requirements of the insurance provider.

Article 28 – RETIREMENT BENEFIT

A. Unused Sick Leave and Personal Leave

In the Member's year of retirement, the Member shall receive a sum of Seventy-Five Dollars ($75) times the accumulated number of unused sick leave and personal leave days under the following conditions:

1. The Member will have completed twelve (12) years of teaching experience with the Employer.

2. The Member will have notified the Employer in writing of his/her intent to retire prior to January 15 of the calendar year retirement shall become effective. The Employer agrees to waive the five (5) day limit for the use of personal days up to a maximum of ten (10) personal days for Members who do NOT meet the January 15 notice provision.

3. The Member shall have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance.

In the event of the Member's death, after having completed twelve (12) years of service with the Employer, the Member's estate shall receive a sum of Seventy-Five Dollars ($75) times the accumulated number of unused sick leave and unused personal leave days.

This payment shall be made within sixty (60) days of retirement as a non-elective Employer contribution into a Code Sections 403(b) and/or 457(b) tax-sheltered annuity account, in accordance with Code Sections 403(b) and 457(b) plans. This account shall be established by the eligible Member from the list of providers available from the Employer, prior to the Employer contribution. These will be considered Employer non-elective contributions and will be subject to an amount up to and equal to the limits established by law for such accounts. Further, if the compensation exceeds the limits established for such contracts in the year of separation of service, the Employer shall cause to be contributed as a non-Employer, non-elective contribution to one or more annuity contracts described in Code Sections 403(b) and 457(b) in an amount up to and equal to the established limits for such contributions and in subsequent years for a period of not more than five (5) years or until the benefit amount is exhausted. In order for such contributions to be

made, all Members will be required to acknowledge and agree that if the Member is deemed to be in constructive receipt of any of the monies contributed or intended to be contributed to Code Sections 403(b) and/or 457(b) annuity contracts that they will reimburse the Employer for any withholding taxes and any interest thereon, in which the Employer may be required to pay as the result of such constructive receipt. Alternatively, at the request of the Employer, the Members shall pay such taxes directly to the IRS or the Pennsylvania Department of Revenue. Further, the Member will agree to indemnify and hold harmless the Employer, its agents, employees, and board members from any claim, which the Internal Revenue Service or the Pennsylvania Department of Revenue could assert with respect to this specific provision of the Collective Bargaining Agreement and the transactions described herein.

All Members who have accumulated less than One Thousand Dollars ($1,000) will receive cash compensation, and all others will receive the benefit in the form of a non-elective Employer contribution.

B. Medical Coverage

Members who retire shall be provided coverage under the Employer's medical, dental care, major medical, and prescription drug plans in effect, until attainment of age sixty-five (65) or until Medicare eligible age, but in no event beyond age sixty-seven (67), under the following conditions:

1. The Member will have accumulated fifteen (15) continuous years of credited Public School Employees' Retirement System service with the Employer.

2. The Member shall have attained the age of fifty-three (53) prior to the Effective Date of retirement, or

3. The Member will have accumulated thirty (30) years of credited Public School Employees' Retirement System service, with a minimum of fifteen (15) continuous years of service with the Employer.

4. The Member shall have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance. Premiums will be paid by the Employer for the retired Member only. Premiums for dependent or spousal coverage may be paid to the Employer by the Member.

Article 29 – BENEFITS FOR SUBSTITUTES FOR A TEMPORARY VACANCY

The benefits specified here shall be the only ones provided until the last day of employment as a substitute for a temporary vacancy in any given school year.

Medical/major medical/dental/prescription drug coverage — as defined in Article 25

Vision care — as defined in Article 25

Life insurance coverage — as defined in Article 26

Sick leave — prorated, not cumulative from school year to school year

Personal days — 3 days per year prorated - 1 1/2 days per 90-day period employed - not cumulative

Childrearing leave and other leaves of absences are not provided for substitute for a temporary vacancy.

Disability benefits are not provided for substitutes for a temporary vacancy.

Substitutes for a temporary vacancy shall not be considered professional or temporary professional employees as defined in The School Laws of Pennsylvania.

A. Prior Service Credit

1. Substitutes for temporary vacancies shall receive credit on the salary schedule for each full year of continuous service with the Employer as a substitute for a temporary vacancy, up to a maximum of three (3) years.

2. Prior service as a substitute for a temporary vacancy with the Employer will be counted in computing salary if the Member is employed as a temporary professional or professional employee.

3. Members employed as substitutes for a temporary vacancy, as defined in Article 1, shall receive some credit for prior service only if they had been employed as a full-time professional or temporary professional employee with the Employer. The amount of credit shall be agreed upon, prior to the time of hiring, by the applicant and the Employer or its designee.

4. Members employed by the Employer as substitutes for a temporary vacancy shall receive some credit for prior service as a full-time professional or temporary professional

employee in a public school. The amount of credit shall be agreed upon, prior to the time of hiring, by the applicant and the Employer or its designee.

5. Prior service as a substitute for a temporary vacancy with the Employer or other districts shall not be counted in computing salary when a Member is employed as a substitute for a temporary vacancy, except as outlined in Section 1.

Article 30 – BENEFITS FOR PART-TIME MEMBERS

Members who are employed on a part-time basis as temporary professional employees or professional employees will be provided with certain benefits, as shown below:

Benefit	**Professional or temporary professional working less than or equal to fifty percent** of the time**	**Professional or temporary professional working more than fifty percent* of the time**
Medical Program	None	As defined in Article 25 of the negotiated contract
Life Insurance	None	As defined in Article 26 of the negotiated contract
Retirement Benefit	As defined in Article 28 of the negotiated contract	As defined in Article 28 of the negotiated contract
Personal Leave/ Emergency Leave	Prorated, based on the number of hours worked during the day and as defined in Article 20 of the negotiated contract.	Prorated, depending on the number of hours worked during the day and as defined in Article 20 of the negotiated contract.
Sick Leave	Prorated, depending on the number of hours worked during the day. These days are cumulative on a full-day equivalent basis.	Prorated, depending on the number of hours worked during the day. These days are cumulative on a full-day equivalent basis.
Salary	Prorated — based upon salary schedule	Prorated — based upon salary schedule
Tuition Reimbursement	As defined in Article 18 of the negotiated contract	As defined in Article 18 of the negotiated contract

During the term of this contract, credit on the salary schedule for full years of service with the Employer, after September 1, 1987, will be provided as follows:

A. Members working fifty percent (50%) of the time or more, will receive one year of credit on the salary schedule for each year of service.

B. Members working less than fifty percent (50%) of the time will receive one year of credit on the salary schedule for each two years of service.

No other benefits will be provided for Members who are employed on a part-time basis as temporary professional employees or professional employees.

Members who are employed on a part-time basis as substitutes for a temporary vacancy will be provided with the following benefits in the negotiated contract:

Benefit	**STVs working less than or equal to fifty percent** of the time**	**STVs working more than fifty percent* of the time**
Salary	Prorated—based upon the salary schedule	Prorated—based upon salary schedule
Credit on the Salary Schedule	None	As defined in Article 29, Section 2 of the negotiated contract.

No other benefits will be provided for Members employed on a part-time basis as substitutes for a temporary vacancy.

* More than fifty percent of the time shall be interpreted to mean that the Member has assignments which are in excess of eighteen hours and twenty minutes per week on a regularly scheduled (non-periodic) basis for a period of no less than three consecutive months.

** Fifty percent of the time shall be interpreted to mean that the Member has assignments which are equal to eighteen hours and twenty minutes per week.

Article 31 – ADDITIONAL TEACHING COMPENSATION

During the term of this contract, compensation for teaching beyond the school day shall be paid as follows:

$42.00 per hour for each year of the contract.

Those Members teaching homebound students shall receive Six Dollars ($6.00) per trip for each year of the contract.

The Employer reserves the right to reduce, retain, extend, or abolish any or all "Additional Teaching Compensation" programs.

This article shall not pertain to Exhibits "B" and "C."

Article 32 – REGULATIONS — INTERSCHOLASTIC ATHLETICS

The Employer has the sole authority to determine the extent of the interscholastic athletic program and the number, distribution, and selection of coaches with the Employer. If a new position is created, the salary for that position shall be negotiated in the succeeding contract. The scheduled salary shall represent the total compensation paid the Member for that duty.

Salaries shall be paid on the following dates and in the following manner:

Fall sports - payable one-half at the midpoint of fall sports, as determined by the Employer, and one-half the second payday in November.

Winter sports - payable one-half at the midpoint of winter sports, as determined by the Employer, and one-half the second payday in March.

Spring sports - payable one-half at the midpoint of spring sports, as determined by the Employer, and one-half the second payday in May.

A coach not wishing to accept a contract for the ensuing year shall advise the Employer within sixty (60) days prior to the start of practice for that sport. If the Employer wishes to appoint a different person to a coaching position, the incumbent shall be advised by the principal of the school where the Member coaches, at least sixty (60) days prior to the start of practice. Upon written request, the incumbent shall be entitled to a conference with the Superintendent.

Article 33 – PAYROLL

A. Payroll Distribution

There shall be twenty-six (26) bi-weekly pay periods in all years of the contract. In the event that the calendar would result in twenty-seven (27) pay periods, there shall be three (3) weeks between the twenty-sixth (26^{th}) pay of one contract year and the first (1^{st}) pay of the next contract year. The first (1^{st}) pay of the new term shall be the second Friday school is in session.

Members shall have the option of receiving a lump sum payment for the remaining salary of the contract year on the next payday following the close of the term. Requests for lump sum payments must be made in writing to the Director of Business Administration by June 1.

For Members receiving regular pays during the months of July and August, payroll vouchers shall be mailed on Thursdays immediately preceding the pay day.

The daily rate of pay for each Member shall be the quotient of the Member's salary divided by the number of annual required work days for the Member.

B. Direct Deposit

Members will be paid via mandatory direct deposit to the Member's designated account.

Article 34 – NO STRIKE — NO LOCKOUT PROVISION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act, Act 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that it will not sanction, participate in, or encourage a strike (as that term is defined in Act 195—Section 301-9) during the terms of this Agreement, and the Employer pledges that it will not sanction, participate in, or encourage a lockout during the terms of this Agreement.

Article 35 – SENIORITY/SUSPENSION/RECALL

When the Employer finds it necessary to reduce the number of professional staff, Members shall be suspended as outlined in the Pennsylvania School Code, as amended, in inverse order of seniority, on the basis of continuous full-time employment with the Employer in any or all areas of certification.

Members who are full-time professional employees who are demoted to part-time employees shall receive full-time seniority, except that a full-time professional employee who is voluntarily demoted to part-time shall receive prorated seniority.

Seniority for service rendered on a part-time basis shall be prorated as a fractional part of a school year.

Seniority shall continue to accrue during suspension and all approved leaves of absence.

When it appears a reduction in staff is necessary, the Employer shall meet with the President of the Association prior to the notification of the Member(s) involved, for the purpose of discussing possible methods of avoiding Member suspension(s). This meeting shall be held no later than August 1 of each year. The Employer shall notify the Member(s) and the Association President thirty (30) calendar days prior to the furlough/suspension.

The final determination of the number of Members to be suspended shall be reserved to the Employer and shall not be subject to the Grievance Procedure or arbitration under the terms of this contract. When the professional staff is to be reduced, the Employer shall realign its professional staff so as to insure that more senior Members are provided with the opportunity to fill positions for which they are certificated and which are being filled by less senior Members as long as such realignment would be in the best educational interest of the students.

Members cannot exercise seniority rights into a subject in which they are not certified or into guidance or administrative/supervisory positions.

Suspended Members shall be reinstated on the basis of their seniority within the Employer. No new appointment shall be made in the subject area from which the Member was suspended while there is a suspended Member available who is properly certified to fill the vacancy.

Should there be more than one (1) Member with exactly the same number of days of seniority in the same area of certification, the Member whose name appears last in the school board minutes of the meeting at which these Members were initially hired, shall be considered the least senior Member. Conversely, the first name that appears in the school board minutes shall be considered the most senior Member of the group.

A recalled position shall be defined as a Member vacancy or vacancy in excess of ninety (90) student day duration.

Recalled Members shall be compensated commensurate with their credited years of experience and current step on the Employer's salary schedule.

Suspended Members may refuse a substitute for a temporary vacancy position. If the suspended Member refuses a permanent position for which the suspended Member has proper certification, the Member's name will be stricken from the recall list and this refusal shall be considered as a resignation from employment with the Employer and the Member shall be so notified.

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

Suspended Members must annually, at the anniversary date of the suspension, report to the Superintendent's office, in writing, his/her current address and his/her intent to accept the same or similar position when offered. It shall be the responsibility of the suspended Member to notify the Superintendent's office, in writing, of any address change.

Members who are suspended will be given the opportunity to place their name on the approved day-to-day substitute list and when used as a substitute, will be compensated at the approved daily substitute rate. Suspended Members may substitute in a teaching position within their area of certification or 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.

In the event that any provision of this seniority and recall article shall be in conflict with any provision of the School Laws of Pennsylvania, as the same may be amended from time to time, the School Laws shall prevail.

Article 36 – FAIR SHARE

A. Any Member covered by this Agreement who is a member of the Association, or who joins the Association during the term of this Agreement, shall remain a member of the Association for the duration of this Agreement, provided that any such Member may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement.

B. Any Member covered by this Agreement who is not a member of the Association shall be required to pay to the Association an amount equal to the fair share fee as defined in Act 84 of 1988. It is understood that the Employer's function for fair share collection shall be entirely ministerial.

C. Notwithstanding the provisions of Section 1 and 2 above, any Member covered by this Agreement who is a member of and adheres to the established and traditional tenets or teachings of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the union; provided, however, that each such Member shall be required to pay, in lieu of a fair share fee to the union, a sum equal to the fair share fee to any of the following non-religious charitable organizations which are exempt from taxation under Section 501(c) (3) of the Internal Revenue Code:

A list of five (5) charities is on file with the Employer and the Association.

D. In the event of any dispute whatsoever over the provisions of this Article or the compliance by any person or party with the requirements of this Article, the dispute shall be resolved in accordance with the applicable provisions of Act 84 of 1988.

E. The Association shall indemnify and save the Employer harmless from all claims, suits,-judgements, including legal fees, costs and expenses or from other forms of liability resulting from the Employer's compliance with this Article. The Association and the Employer agree to comply with all requirements of law relevant to agency shop/fair share. Copies of all reports or

documents filed with the Secretary of Labor and Industry pursuant to agency shop law shall simultaneously be given to the Secretary of the Employer's Board of School Directors.

F. In the event that any part of this provision is contrary to the provisions of law, then only that part of this provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation. The parties acknowledge and agree that this fair share fee provision as of June 27, 2018, is no longer enforceable as the result of the United States Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*.

Article 37– GRIEVANCE PROCEDURE

The parties of this Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement will provide for a four-step process which is described in the following paragraphs:

A. Step I: The Member, Members, or Association initiating the alleged grievance shall present the grievance, in writing, to the building principal within twenty (20) school days of its occurrence. The building principal shall reply to the grievance, in writing, within twenty (20 school days after initial presentation of the grievance.

B. Step II: If the action in Step I fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Superintendent, within fourteen (14) school days, unless dropped by the grievant. The Superintendent shall respond in writing within fourteen (14) school days.

C. Step III: If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Employer's Board of School Directors within thirty (30) calendar days, unless the parties mutually agree to conduct a Step III grievance hearing. In either event, the Employer's school board shall respond in writing within six (6) school days after the next regular Employer's school board meeting.

D. Step IV: If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, the Association shall have the option of referring the grievance to binding arbitration as provided in Section 903 of the Act.

If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Employer's school board shall be final.

Failure of an administrator to respond to a grievance shall move the grievance to the next step. Failure on the part of the Member or Association to respond to the appropriate administrator

shall make the grievance void with the right reserved by the Member or the Association to refile the grievance.

Grievances may be filed during the summer months, after the regular school term, as defined by the Employer's calendar. However, the number of days specified above for the filing of and replies to the grievance shall include only weekdays and shall exclude holidays and weekends.

Grievances are to be filed on the appropriate forms developed by the Employer and the Association.

The Association may submit a grievance in writing which affects a group of Members to the Superintendent, providing the affected aggrieved person(s) is a party to the action. The Superintendent shall have fourteen (14) school days to respond to a group grievance.

Article 38 – COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements were arrived at by the parties after the exercise of that right and opportunity set forth in this Agreement which represents the complete agreement of both parties.

If any article or provision of this contract is in conflict with any provision of The School Laws of Pennsylvania as may be amended from time to time or any other state or federal statute, these laws shall prevail.

Article 39 – WAIVER CLAUSE

Each party to this Agreement hereby waives the right to require the other party to negotiate concerning wages, hours, and other terms and conditions of employment during the term of this Agreement.

Article 40 – DUTIES FOR TRAVELING TEACHERS

Members traveling between buildings during the school year as part of their work schedule to buildings during the school day shall receive 30 minutes of travel time. This 30 minutes of time will not be included as preparation time or as part of a Member's duty-free lunch. The 30 minutes will be considered part of the contracted 7 1/3 hours work day as detailed in Article 4, except when daily schedules are interrupted by early dismissal, late start, emergency, and in-service days, or during days when special programs or extenuating circumstances make it impractical to schedule the allotted travel time for that day and thus travel time may be abbreviated.

EXHIBIT "A"
SALARY SCHEDULE

National Board for Professional Teaching Standards

Members who have already obtained National Board Certification and have received horizontal movement are grandfathered provided they maintain their National Board Certification. Members who have completed National Board Certification prior to September 1, 2014, would earn horizontal movement for completing their certification. In addition, Members who obtain National Board Certification after September 1, 2014, will receive a one-time stipend of $3,500 upon completion and verification that National Board Certification was obtained. Newly hired Members who already have achieved and maintained National Board Certification will be eligible for the $3,500 stipend.

Members who participate in the National Board Certification program will receive reimbursement at the rate of 95% of the cost of obtaining and maintaining such certification. Members will be required to work for the Employer for a period of one (1) year following the completion of the National Board Certification Program, unless the Member is prevented medically from fulfilling job functions with the Employer. In the event that a Member does leave the employ of the Employer during the one (1) year period following successful completion of the National Board Certification Program, the Member shall be required to refund the amount of reimbursements received under this Subsection or any compensation received pursuant to this Subsection. The Employer reserves the right to deduct this sum from any final payments that may be due to the Member.

EXHIBIT "A"

SALARY SCHEDULE 2022-2023

STEP	BACH	PERM	MAST	M+15	M+30	M+45	M+60	DOCT
1	59,375	63,938	67,439	71,264	75,089	78,914	82,739	86,564
2	59,575	65,495	68,996	72,821	76,646	80,471	84,296	88,121
3	59,775	67,052	70,553	74,378	78,203	82,028	85,853	89,678
4	59,975	68,609	72,110	75,935	79,760	83,585	87,410	91,235
5	60,174	70,166	73,667	77,492	81,317	85,142	88,967	92,792
6	60,374	71,723	75,224	79,049	82,874	86,699	90,524	94,349
7	61,371	73,280	76,781	80,606	84,431	88,256	92,081	95,906
8	62,371	74,837	78,338	82,163	85,988	89,813	93,638	97,463
9	64,370	76,394	79,895	83,720	87,545	91,370	95,195	99,020
10	66,371	77,951	81,452	85,277	89,102	92,927	96,752	100,577
11	68,371	79,508	83,009	86,834	90,659	94,484	98,309	102,134
12	70,371	81,065	84,566	88,391	92,216	96,041	99,866	103,691
13	72,374	82,622	86,123	89,948	93,773	97,598	101,423	105,248
14	74,371	84,179	87,680	91,505	95,330	99,155	102,980	106,805
15	76,371	85,736	89,237	93,062	96,887	100,712	104,537	108,362

The numbers in the step column do not refer to years of service. They indicate step and are shown for line identification.

EXHIBIT "A"

SALARY SCHEDULE 2023-2024

STEP	BACH	PERM	MAST	M+15	M+30	M+45	M+60	DOCT
1	61,180	65,743	69,244	73,144	77,044	80,944	84,844	88,744
2	61,380	67,300	70,801	74,701	78,601	82,501	86,401	90,301
3	61,580	68,857	72,358	76,258	80,158	84,058	87,958	91,858
4	61,780	70,414	73,915	77,815	81,715	85,615	89,515	93,415
5	61,979	71,971	75,472	79,372	83,272	87,172	91,072	94,972
6	62,179	73,528	77,029	80,929	84,829	88,729	92,629	96,529
7	63,176	75,085	78,586	82,486	86,386	90,286	94,186	98,086
8	64,176	76,642	80,143	84,043	87,943	91,843	95,743	99,643
9	66,175	78,199	81,700	85,600	89,500	93,400	97,300	101,200
10	68,176	79,756	83,257	87,157	91,057	94,957	98,857	102,757
11	70,176	81,313	84,814	88,714	92,614	96,514	100,414	104,314
12	72,176	82,870	86,371	90,271	94,171	98,071	101,971	105,871
13	74,179	84,427	87,928	91,828	95,728	99,628	103,528	107,428
14	76,176	85,984	89,485	93,385	97,285	101,185	105,085	108,985
15	78,176	87,541	91,042	94,942	98,842	102,742	106,642	110,542

The numbers in the step column do not refer to years of service. They indicate step and are shown for line identification.

EXHIBIT "A"

SALARY SCHEDULE 2024-2025

STEP	BACH	PERM	MAST	M+15	M+30	M+45	M+60	DOCT
1	63,065	67,628	71,129	75,129	79,129	83,129	87,129	91,129
2	63,265	69,185	72,686	76,686	80,686	84,686	88,686	92,686
3	63,465	70,742	74,243	78,243	82,243	86,243	90,243	94,243
4	63,665	72,299	75,800	79,800	83,800	87,800	91,800	95,800
5	63,864	73,856	77,357	81,357	85,357	89,357	93,357	97,357
6	64,064	75,413	78,914	82,914	86,914	90,914	94,914	98,914
7	65,061	76,970	80,471	84,471	88,471	92,471	96,471	100,471
8	66,061	78,527	82,028	86,028	90,028	94,028	98,028	102,028
9	68,060	80,084	83,585	87,585	91,585	95,585	99,585	103,585
10	70,061	81,641	85,142	89,142	93,142	97,142	101,142	105,142
11	72,061	83,198	86,699	90,699	94,699	98,699	102,699	106,699
12	74,061	84,755	88,256	92,256	96,256	100,256	104,256	108,256
13	76,064	86,312	89,813	93,813	97,813	101,813	105,813	109,813
14	78,061	87,869	91,370	95,370	99,370	103,370	107,370	111,370
15	80,061	89,426	92,927	96,927	100,927	104,927	108,927	112,927

The numbers in the step column do not refer to years of service. They indicate step and are shown for line identification.

EXHIBIT "B"
ATHLETIC STIPENDS

		Stipend 22-23	Stipend 23-24	Stipend 24-25
	Points	392.02	403.39	415.09
SPORT				
CROSS COUNTRY				
Head Varsity	15	5,880	6,051	6,226
Assistant	9	3,528	3,631	3,736
FOOTBALL				
Head Varsity	30	11,761	12,102	12,453
Assistant	18	7,056	7,261	7,472
GOLF				
Head Varsity	11	4,312	4,437	4,566
HOCKEY				
Head Varsity	15	5,880	6,051	6,226
Assistant	9	3,528	3,631	3,736
TENNIS GIRLS				
Head Varsity	11	4,312	4,437	4,566
SOCCER BOYS				
Head Varsity	15	5,880	6,051	6,226
Assistant	9	3,528	3,631	3,736
SOCCER GIRLS				
Head Varsity	15	5,880	6,051	6,226
Assistant	9	3,528	3,631	3,736
VOLLEYBALL GIRLS				
Head Varsity	14	5,488	5,647	5,811
Assistant - JV	8	3,136	3,227	3,321

BASKETBALL BOYS				
Head Varsity	27	10,585	10,892	11,207
Assistant	16	6,272	6,454	6,641
BASKETBALL GIRLS				
Head Varsity	27	10,585	10,892	11,207
Assistant	16	6,272	6,454	6,641
SWIMMING				
Head Varsity	22	8,624	8,875	9,132
Assistant	13	5,096	5,244	5,396
WRESTLING				
Head Varsity	22	8,624	8,875	9,132
Assistant	13	5,096	5,244	5,396
CHEERLEADING				
Head Varsity	17	6,664	6,858	7,057
Assistant - Varsity	11	4,312	4,437	4,566
BASEBALL				
Head Varsity	17	6,664	6,858	7,057
Assistant	11	4,312	4,437	4,566
SOFTBALL				
Head Varsity	17	6,664	6,858	7,057
Assistant	11	4,312	4,437	4,566
TRACK				
Head Varsity	21	8,232	8,471	8,717
Assistant	13	5,096	5,244	5,396

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TENNIS BOYS				
Head Varsity	11	4,312	4,437	4,566
VOLLEYBALL BOYS				
Head Varsity	14	5,488	5,647	5,811
Assistant - JV	8	3,136	3,227	3,321
LACROSSE BOYS				
Head Varsity	15	5,880	6,051	6,226
Assistant	9	3,528	3,631	3,736
LACROSSE GIRLS				
Head Varsity	15	5,880	6,051	6,226
Assistant	9	3,528	3,631	3,736
EQUIPMENT MANAGER				
Head	22	8,624	8,875	9,132
ASSISTANT TO THE ATHLETIC DIRECTOR				
Fall	13	5,096	5,244	5,396
Winter	13	5,096	5,244	5,396
Spring	13	5,096	5,244	5,396
POWER LIFTING				
Head Varsity (Coach PHS)	5	1,960	2,017	2,075
Assistant (Coach MS)	5	1,960	2,017	2,075
WINTER TRACK				
Head Varsity	5	1,960	2,017	2,075
INTRAMURALS				
Maximum of 75 hours per sport	Per Hour	22.98	23.65	24.34

EXHIBIT "C"
STUDENT ACTIVITY STIPENDS

		Stipend 22-23	Stipend 23-24	Stipend 24-25
ACTIVITY	**Points**	165.97	170.78	175.73
MUSIC				
HS Stage Band	30	4,979	5,123	5,272
HS Marching Band	30	4,979	5,123	5,272
Marching Band Coordinator	17	2,821	2,903	2,987
Marching Band Assistant	15	2,490	2,562	2,636
Marching Band Assistant	15	2,490	2,562	2,636
Marching Band Assistant	15	2,490	2,562	2,636
Indoor Percussion Advisor	16	2,656	2,732	2,812
Indoor Colorguard Coordinator	16	2,656	2,732	2,812
MS Band Director (2)	30	4,979	5,123	5,272
Elem. Concert Band Coordinator	23	3,817	3,928	4,042
HS Orchestra	30	4,979	5,123	5,272
MS Orchestra (2)	23	3,817	3,928	4,042
HS Chorus	30	4,979	5,123	5,272
MS Chorus (2)	30	4,979	5,123	5,272
Elem. Chorale Coordinator	23	3,817	3,928	4,042
PERFORMING ARTS				
Children's Show - Director	23	3,817	3,928	4,042
Children's Show - Producer	10	1,660	1,708	1,757
Children's Show - Technical Director	13	2,158	2,220	2,284
Children's Show - Prop & Stage Advisor	9	1,494	1,537	1,582
Children's Show - Costume Manager	7	1,162	1,195	1,230
Children's Show - Choreographer	6	996	1,025	1,054
Children's Show - Vocal Director	6	996	1,025	1,054
HS Play - Director	23	3,817	3,928	4,042
HS Play - Producer	10	1,660	1,708	1,757
HS Play - Technical Director	17	2,821	2,903	2,987
HS Play - Prop & Stage Advisor	9	1,494	1,537	1,582
HS Play - Costume Manager	5	830	854	879
Spring Musical - Director	30	4,979	5,123	5,272
Spring Musical - Producer	10	1,660	1,708	1,757
Spring Musical - Technical Director	17	2,821	2,903	2,987
Spring Musical - Prop & Stage Advisor	9	1,494	1,537	1,582
Spring Musical - Costume Manager	9	1,494	1,537	1,582
Spring Musical - Choreographer	9	1,494	1,537	1,582
Spring Musical - Assistant Vocal	12	1,992	2,049	2,109
Spring Musical - Assistant Instrumental	12	1,992	2,049	2,109

Spring Musical - Accompanist	9	1,494	1,537	1,582
Box Office Manager	12	1,992	2,049	2,109
Non-Theatrical Technical Event Advisor	17	2,821	2,903	2,987
HS Auditorium Equipment Manager	13	2,158	2,220	2,284
MS Spring Musical Director (2)	15	2,490	2,562	2,636
MS Spring Musical Vocal Director (2)	6	996	1,025	1,054
MS Fall Play Director (2)	8	1,328	1,366	1,406
Stagecraft - Middle School Fall (2)	6	996	1,025	1,054
Stagecraft – Middle School Spring (2)	9	1,494	1,537	1,582
Assistant to the Director of	32	5,311	5,465	5,623
Visual & Performing Arts				
PUBLICATIONS/MEDIA				
TV Studio High School	27	4,481	4,611	4,745
TV Studio Middle School	16	2,656	2,732	2,812
TV Studio Elementary	9	1,494	1,537	1,582
Newspaper Senior High	21	3,485	3,586	3,690
Newspaper Middle School	14	2,324	2,391	2,460
Yearbook Senior High	27	4,481	4,611	4,745
Yearbook Middle School (2)	14	2,324	2,391	2,460
Literary Magazine	9	1,494	1,537	1,582
CLASS ADVISORS/STUDENT COUNCIL				
Senior Class Advisor	20	3,319	3,416	3,515
Junior Class Advisor	18	2,987	3,074	3,163
Sophomore Class Advisor	17	2,821	2,903	2,987
Freshman Class Advisor	17	2,821	2,903	2,987
Student Council Senior High	20	3,319	3,416	3,515
Student Council Middle School	11	1,826	1,879	1,933
Student Council Elementary	9	1,494	1,537	1,582
American Sign Language Honor Society	6	996	1,025	1,054
Art Honor Society	6	996	1,025	1,054
English Honor Society	6	996	1,025	1,054
French Honor Society	6	996	1,025	1,054
German Honor Society	6	996	1,025	1,054
Latin Honor Society	6	996	1,025	1,054
National Honor Society	20	3,319	3,416	3,515
National Math Honor Society	6	996	1,025	1,054
Science Honor Society	6	996	1,025	1,054
Social Studies Honor Society	6	996	1,025	1,054
Spanish Honor Society	6	996	1,025	1,054
International Thespian Society	6	996	1,025	1,054

CLUBS AND ACTIVITIES				
Fashion Club	9	1,494	1,537	1,582
Interact Club	9	1,494	1,537	1,582
Aerial Technology Club	6	996	1,025	1,054
Amnesty International	6	996	1,025	1,054
Architecture Club	9	1,494	1,537	1,582
Chess Club and Team	16	2,656	2,732	2,812
Child Development Club	6	996	1,025	1,054
Club Med	9	1,494	1,537	1,582
Coding Club	6	996	1,025	1,054
Computer Club Advisor	9	1,494	1,537	1,582
Conservation Club	9	1,494	1,537	1,582
Cooking Club	9	1,494	1,537	1,582
Dance Team Advisor - District	23	3,817	3,928	4,042
Dance Team Assistant	15	2,490	2,562	2,636
Dance Team Assistant	15	2,490	2,562	2,636
Dance Team Assistant	15	2,490	2,562	2,636
Debating	16	2,656	2,732	2,812
Performing Arts Club Advisor	16	2,656	2,732	2,812
Empowerment Club	6	996	1,025	1,054
Engineering Club Advisor	16	2,656	2,732	2,812
Entrepreneurship Club	6	996	1,025	1,054
Festival of the Arts Club Advisor (2)	9	1,494	1,537	1,582
French Club	9	1,494	1,537	1,582
Future Business Leaders America	9	1,494	1,537	1,582
Future Teachers of America	6	996	1,025	1,054
Gay Straight Alliance (GSA)	6	996	1,025	1,054
GEO Club Grassroots Environmental	9	1,494	1,537	1,582
German Club	9	1,494	1,537	1,582
Girls Who Code	6	996	1,025	1,054
Multi-Cultural Leadership Club	9	1,494	1,537	1,582
Interpreter's Club	6	996	1,025	1,054
Investing Club	6	996	1,025	1,054
Italian Club	6	996	1,025	1,054
Key Club	16	2,656	2,732	2,812
Latin Club	9	1,494	1,537	1,582
Leo Club	16	2,656	2,732	2,812
Love and Care Club	6	996	1,025	1,054
Maker's Club	6	996	1,025	1,054
Math Counts/24 Challenge	9	1,494	1,537	1,582
Mathematics Team	9	1,494	1,537	1,582

Mock Trial Club	9	1,494	1,537	1,582
National History Day Club	13	2,158	2,220	2,284
History Day Middle School (2)	12	1,992	2,049	2,109
PALS Club	9	1,494	1,537	1,582
Parkland Cares	6	996	1,025	1,054
Parkland Players	9	1,494	1,537	1,582
Parkland Production Club	9	1,494	1,537	1,582
Parkland Physics Club	6	996	1,025	1,054
Photography Club	6	996	1,025	1,054
Political Science Club Advisor	9	1,494	1,537	1,582
Psychology Club	6	996	1,025	1,054
Red Cross Club Advisor	9	1,494	1,537	1,582
SADD Advisor	9	1,494	1,537	1,582
Scholastic Scrimmage	16	2,656	2,732	2,812
School Spirit Club	6	996	1,025	1,054
Science Fair Club	9	1,494	1,537	1,582
Science Fair Middle School (2)	12	1,992	2,049	2,109
Science Olympiad	9	1,494	1,537	1,582
Sign Language Club Advisor	9	1,494	1,537	1,582
Spanish Club	9	1,494	1,537	1,582
STEMM Club	6	996	1,025	1,054
STEP Club	6	996	1,025	1,054
Student Senate	9	1,494	1,537	1,582
TedEd Club	6	996	1,025	1,054
Tri-M Music Honors Society	6	996	1,025	1,054
Trojans for Life	6	996	1,025	1,054
UNICEF Club	6	996	1,025	1,054
Veg Club	6	996	1,025	1,054
What's Cool About Manufacturing	6	996	1,025	1,054
Yoga Club	6	996	1,025	1,054
SPORTS CLUBS AND ACTIVITIES				
Fitness Team	13	2,158	2,220	2,284
Ice Hockey Club Advisor	16	2,656	2,732	2,812
Ski Club	9	1,494	1,537	1,582
Student Athletic Trainer	9	1,494	1,537	1,582
OTHER				
Builder’s Club	6	996	1,025	1,054
Environmental Lab Consultant	6	996	1,025	1,054
Parkland S.E.R.V.E. Coordinator	10	1,660	1,708	1,757
Middle School S.A.P. Coordinator (2)	6	996	1,025	1,054

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In the event that new student activity and/or club is created, the advisor(s) will receive up to 30 hours of pay at the intramural rate for the first and second years of the club, if the club is approved by the Board. During the third year of the club/activity's existence, assuming Board approval, the amount will be either bargained during the next Contract negotiations, but during the third year, it would be a minimum of 6 points per year.

EXHIBIT "D"
DEPARTMENT CHAIRPERSON/TEAM LEADER/MENTOR STIPENDS

During the term of this contract, department chairperson/team leader will be paid as follows:

	2022-2023	2023-2024	2024-2025
Core Curricular Areas	3,673.68	3,780.22	3,889.85
Special Education	3,673.68	3,780.22	3,889.85
Special Curricular Areas (grades 6-12)	3,673.68	3,780.22	3,889.85
Middle School team leader	2,441.35	2,512.15	2,585.00
Elementary	2,441.35	2,512.15	2,585.00

MENTOR STIPENDS

During the term of this contract, stipends for a mentor working with a full-time teacher, or a teacher employed for fifty percent (50%) of the time or more, for a full year, will be paid as follows:

2022-2023	2023-2024	2024-2025
2,198.73	2,262.49	2,328.10

Mentors working with part-time teachers employed for less than fifty percent (50%) of the time, or with teachers for half of the school term, will be paid one-half (1/2) of the stipend.

IN WITNESS WHEREOF, This Agreement has been executed by the parties hereto this 26th day of October, A.D., 2021.

ATTEST:

Board Secretary

PARKLAND SCHOOL DISTRICT

By: _____
President

ATTEST:

PARKLAND EDUCATION ASSOCIATION

By: _____
President

MEMORANDUM OF UNDERSTANDING

RETIREMENT PROGRAM

The parties recognize the questions surrounding the legality of the provisions of Article 28 — RETIREMENT BENEFIT, concerning the medical benefit cutoff age of sixty-five (65). Should either party determine that the legality of this provision requires the current language to be modified, that party shall be entitled to require the other party to bargain appropriate changes. Any such request to bargain will not constitute a reopening of any other provision of the collective bargaining agreement. If the parties are unable to agree on a revision, the dispute will be submitted to binding arbitration as provided by Article 903 of the Act.

MEMORANDUM OF UNDERSTANDING

ALTERNATIVE MEDICAL COVERAGE

During the term of the contract, the Employer and the Association shall jointly review the offering of alternative plans for medical coverage provided under Article 25 of the Agreement. Any such alternative plan(s) offered to Members shall be done on a voluntary basis, without any additional cost to the Member, and after joint review and consent of the parties, which shall not be unreasonably withheld by either party.

MEMORANDUM OF UNDERSTANDING

UNSATISFACTORY RATING

This Memorandum of Intent is to confirm the intention of the parties with regard to the issuance of an unsatisfactory rating.

1. It is agreed that this Memorandum only allows an unsatisfactory rating which results in no gain in salary to be grieved. Any other unsatisfactory rating shall not be subject to the grievance procedure unless the Collective Bargaining Agreement otherwise permits unsatisfactory ratings to be grieved.

2. It is agreed that it is only the year-end unsatisfactory rating that can cause no gain in salary to occur. Accordingly an unsatisfactory rating in the middle of the school year or a satisfactory rating in the middle of a school year after an unsatisfactory rating cannot affect salary levels.

3. It is agreed that the salary adjustment for anyone who has received an unsatisfactory rating and then receives a satisfactory rating shall be as follows:

a. If the employee is on a step on the salary schedule other than Maximum, that employee, in the year after receipt of a satisfactory rating, shall move one step from the step he/she was on in the year of the unsatisfactory rating. For example: 2007-2008 Step 2. Unsatisfactory rating at year end.

2008-2009 No raise in salary. Receive satisfactory rating.

2009-2010 Move to Step 3 of the 2009-2010 salary schedule (subject to the agreed upon salary schedule structure)

b If the employee is on the Maximum step, that employee, in the year after receipt of a satisfactory rating, shall receive the salary set forth on the schedule for that year.

MEMORANDUM OF UNDERSTANDING

RETROACTIVITY

All changes incorporated into this contract, other than wages and contribution towards health premiums and vision care reimbursement, shall be effective on the date the contract is signed, unless specifically stated otherwise in the contract. Salaries and wage rates contained in Exhibits “A” through “D”, the contribution towards health care premiums in Article 25, and vision care reimbursement in Article 25, shall be effective September 1, 2007, for persons currently employed at the date the contract is signed. Rates as listed in Article 31 shall be effective following the signing of the contract. New salaries and wage rates shall be included in the pay for the pay period during which the contract is signed. All retroactive adjustments shall be completed no later than 45 days after the payment of new salaries and wages.

[During the term of the September 1, 2016, and August 31, 2019, Collective Bargaining Agreement, this Retroactivity Memorandum of Understanding will have no force or effect.]

MEMORANDUM OF UNDERSTANDING

ELEMENTARY TEAM LEADER

Members asked to fulfill the functions of an Elementary Team Leader, which would involve duties including, but not limited to, the ordering of supplies, curriculum recommendations and Team coordination, shall no longer be compelled to engage in such duties, and such duties will remain vested exclusively with the Building Principals.

MEMORANDUM OF UNDERSTANDING

EMERGENCY MEDICAL TECHNICIAN COURSE

The Parkland Education Association agrees to allow the Emergency Medical Technician course to be taught by members of the Cetronia Ambulance Corp. when no Association members are certified as an EMT or are willing to teach the course. The Association concedes that one member of the Cetronia Ambulance Corp. will be paid as an instructor each time the course is taught as the Cetronia Ambulance Corp. will be providing the necessary equipment and other instructional materials.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE PARKLAND EDUCATION ASSOCIATION
AND THE PARKLAND SCHOOL DISTRICT

WHEREAS, the Parkland Education Association (Association) is the exclusive bargaining agent representing all teachers, dental hygienists, home and school visitors, counselors, and school nurses;

WHEREAS, the Parkland School District (District) currently operates brick and mortar school sites, as well as a cyber program;

WHEREAS, the District's cyber program is designed to provide students who reside within the District programmatic opportunities subject to the restrictions set forth in this document;

WHEREAS, the District will continue to implement a cyber program known as Parkland Cyber Learning Program (PCLP), or another cyber learning program with District teachers as mentors or instructors when applicable.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. District will not solicit students to participate in the PCLP and/or the online learning program of Edgenuity or a similar entity to students in the District unless: (a) any regular non-identified traditional District student(s) who state(s) that he/she is leaving or considering to leave to participate in a cyber school or charter school; (2) the students are enrolled in a non-public, parochial, or independent school; (3) the students are currently attending a cyber school or participating in a cyber school program; (4) the students are attending a charter school or are matriculated to attend a charter school program; (5) the parents/guardians of a student(s) or if the student approaches the District to withdraw from either their homeschooling, charter school, cyber school, parochial, independent, or non-public school program; (6) the student has received a recommendation of cyber instruction for either a student with an IEP, GIEP, or 504 plan; or (7) the students are currently or likely to be homeschooled students.

2. If a student or a parent requests PCLP via temporary medical placement (TME), a placement in PCLP will be dependent on the time of year as courses are scheduled by the District Administration. The District shall duly advertise in an effort to assign or identify an Association member to actually participate in the homebound instruction. If none apply and the time of year is feasible for enrollment, the District may use the online learning program for a student who is out of the District's regular program as a result of medical reasons.

3. The District may use the online learning program as an alternative for students who will be expelled, are expelled, or are suspended by the District or in cases where students are incapable of TME due to severe illness.

4. The District may use PCLP for the purposes of credit recovery, summer school, dual enrollment programs, and supplemental courses that are not being taught by the District as of the date of the entry into this Memorandum of Understanding can be delivered through the PCLP program or by Edgenuity, but when a course has requests that would reach the Board approved class size guidelines as they may change from time to time, a credentialed member of the Bargaining Unit may instruct the class subject to availability, within the discretion of the District Administration. On the other hand, courses that supplant existing courses or programs otherwise taught by the District, including but not limited to AP Economics and other similar courses using District faculty members, the District can avail itself of the PCLP program or employees of Edgenuity or another third party provider, subject to the provisions of Pennsylvania law.

5. The District and the Association will meet at least once annually to discuss and/or reevaluate the PCLP and the degree to which Association Bargaining Unit Members will be delivering aspects of the PCLP. The District and the Association will annually review the cyber provider's curriculum and its alignment with the District-approved courses. The District and the Association agree that Association Bargaining Unit Members who will deliver online instruction will do so within the District's class size guidelines, as they may be modified from time to time. Nothing in this language shall be deemed to mean that the District agrees that class size is indeed a mandatory subject of bargaining or that the class size guidelines are going to be incorporated into the Collective Bargaining Agreement.

6. The District and the Association agree that any disputes or disagreements regarding the interpretation of this Memorandum of Understanding shall be subject to the Collective Bargaining Agreement's grievance procedure.