

**Professional Negotiations Agreement**

**Between**

**The Chartiers Valley Board of School Directors**

**And**

**The Chartiers Valley Federation of Teachers**

**For The School Years 2017-2018 --- 2021-2022**

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## **SCHOOL BOARD POLICY 104**

### **NONDISCRIMINATION ON THE BASIS OF RACE, COLOR, SEX, RELIGION, MARITAL OR PARENTAL STATUS, NATIONAL ORIGIN, AGE OR HANDICAP**

IT IS THE POLICY OF THE CHARTIERS VALLEY SCHOOL DISTRICT NOT TO DISCRIMINATE ON THE BASIS OF RACE, COLOR, CREED, SEXUAL ORIENTATION, GENDER, RELIGION, MARITAL OR PARENTAL STATUS, NATIONAL ORIGIN, AGE, OR HANDICAP IN ITS EDUCATIONAL PROGRAMS, SERVICES, FACILITIES, ACTIVITIES OR EMPLOYMENT POLICIES AS REQUIRED BY TITLE IX OF THE 1972 EDUCATIONAL AMENDMENTS, TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED, SECTION 504 REGULATIONS OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 204 REGULATIONS OF THE 1984 CARL D. PERKINS ACT OR ANY APPLICABLE FEDERAL STATUTE.

FOR INFORMATION REGARDING PROGRAMS, SERVICES, ACTIVITIES AND FACILITIES THAT ARE ACCESSIBLE TO AND USABLE BY HANDICAPPED PERSONS OR FOR INQUIRIES REGARDING CIVIL RIGHTS COMPLIANCE CONTACT:

ASSISTANT SUPERINTENDENT FOR SCHOOL  
LEADERSHIP  
CHARTIERS VALLEY SCHOOL DISTRICT  
2030 SWALLOW HILL ROAD  
PITTSBURGH, PENNSYLVANIA 15220-1669  
(412) 429-2217

ADOPTED: August 12, 2008

CHARTIERS VALLEY SCHOOL DISTRICT



**PREAMBLE**

This Agreement, effective July 1, 2017, through June 30, 2022, is by and between the Board of Education of the School District of Chartiers Valley, Pennsylvania, hereinafter called "Board," and the Chartiers Valley Federation of Teachers, hereinafter called the "Federation".

**WITNESSETH:**

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

WHEREAS, the Articles and language of the following contract pertain to those employees who are members of the bargaining unit as certified by the Pennsylvania Labor Relations Board at PERA-R-84-479-W.

In consideration of the following mutual covenants, it is hereby agreed as follows:

\_\_\_\_\_  
President, CV Federation of Teachers

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Board of School Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, CV Federation of Teachers

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Board of School Directors

\_\_\_\_\_  
Date

## **ARTICLE I**

### **RECOGNITION**

#### **A. Unit**

The Board hereby recognizes the Federation as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit certified by the Pennsylvania Labor Relations Board as Case No. PERA-R-84-479-W to include all full-time classroom teachers, librarians, guidance counselors, curriculum coordinators, department heads, nurses, home and school visitors, psychologists, instructional practitioners, full-time substitutes and part-time reading specialists. A copy of said determination is attached hereto and made a part hereof, as though the same were set forth herein in length. Employees in the classification of Curriculum Leaders are excluded from the bargaining unit.

## **ARTICLE II**

### **NEGOTIATION OF A SUCCESSOR AGREEMENT**

#### **A. Deadline Date**

The parties agree to enter into collective bargaining over a successor Agreement no later than January 10, 2022. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

#### **B. Modification**

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

## **ARTICLE III**

### **RIGHTS OF PROFESSIONAL EMPLOYEES**

#### **A. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any professional employees such rights as he may have under the Public School Code of 1949, as amended, or the Public Employees Relations Act, Act 195, or other applicable laws and regulations.

B. Just Cause Provision

No professional employee shall be disciplined or reduced in rank or compensation without just cause.

C. Required Meetings, Hearings, or Conferences

1. Informal Meetings Building Level

When an employee is requested to attend an informal meeting with the building administrator, the meeting shall continue to be held as other informal meetings.

2. Formal Conference/Discipline Hearing

When an employee is summoned for a formal conference before the Superintendent or when such a conference/hearing could result in disciplinary action against the employee, the following guidelines shall be observed:

- a. Notification to all participants should be in writing.
- b. The notification shall include:
  - (1) Time, date, and place of the conference.
  - (2) Reason(s) for conference.
  - (3) Names of all individuals who will be present.
- c. A written summary prepared by the District will be sent to all participants.
- d. Whenever an employee is required to attend such a conference/hearing(s), he shall be entitled to be accompanied by a Federation representative.

D. Evaluation of Students

Teachers shall be notified of any change in grade, evaluation, promotion, or retention of any student.

E. Criticism of Employees

Any question or criticism by a supervisor or administrator of an employee or a teacher and/or the teacher's instructional methodology shall be made in confidence.

F. Federation Identification

No employee shall be prevented from wearing the official pin or displaying other membership identification of the Federation or its affiliates.

**G. Selection of Curriculum Leaders**

The administration will post all curriculum leader positions and will interview all interested and qualified teacher candidates for consideration for appointment to such curriculum leader positions. The appointment of curriculum leaders, including those from outside the Federation, shall be at the sole discretion of the Administration, and the Superintendent's decision shall be final and not subject to arbitration or other legal challenge.

**H. Personal Life**

The personal life of an employee is not an appropriate concern of the Board, except as it affects his or her professional responsibilities or involves matters of moral turpitude.

**ARTICLE IV**

**FEDERATION PRIVILEGES**

**A. Information**

The Board agrees, upon request, to provide to the Federation, within a reasonable period of time, the following information concerning the educational program and the financial resources of the district:

1. Annual financial reports.
2. Audits.
3. Minutes of board meetings.
4. Census data.
5. Individual and group health insurance premiums and experience figures.
6. Salary distribution schedule.

Each year the Federation will provide the Superintendent of Schools with an updated list of names of its officers, delegates, committee chairpersons and Federation representatives. Said list shall be delivered to the Superintendent at such time that said information is available to the Federation membership. The Federation will notify the Superintendent in writing of any changes in personnel in any of the aforementioned positions within a reasonable period of time following the new appointment.

**B. Released Time for Meetings with Administration**

Whenever any representative of the Federation, or any employee, participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.



C. Use of School Buildings

The Federation and its representatives shall have the use of the school buildings at all reasonable hours for meetings. The principal must be consulted and give approval for time and place.

D. Use of School Equipment

The Federation may have the use of school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Federation shall provide all materials and supplies incidental to use.

E. Use of Bulletin Boards

The Federation shall have the use of portions of all bulletin boards in each school building except bulletin boards within classrooms. Copies of materials to be posted shall be given to the building principal. All announcements or materials shall be identified as Federation materials and shall be kept current.

F. Mail Facilities and Mailboxes

The Federation shall have the use of the inter-school and school mailboxes. The Federation may also make use of the District's e-mail for Federation Officers for notification purposes, but it is understood by the parties that the use of the e-mail shall be in accordance with District policy as may be amended from time to time by the District in its sole discretion and shall apply to any electronic communication which employs the District's computer or internet services or e-mail. The Federation acknowledges that it has no right of privacy expectations in the use of District e-mail. The use of the e-mail by the Federation, in accordance with the above, shall be done on non-working hours, including during lunch.

G. Right to Speak at Meetings

At any faculty or professional meeting called by a building principal or administrator at the close of a school day, the building representative shall have the right to speak to the employees at the close of the principal's or administrator's agenda. The notice of the purpose of the meeting shall be given to the employees at least one day prior to the meeting.

H. Federation Days

The Board agrees to extend to the Federation ten Federation days to use to attend conferences and meetings. None of these days shall be granted where the conference or meeting is devoted on a school day, in whole or in part, to collective bargaining. Five additional days may be provided at the reasonable discretion of the Superintendent.

I. Agency Fee Payments

1. All employees covered by this Agreement who are not members of the Federation, commencing with the first workday in the 2017-2018 school year or thirty (30) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Federation, shall pay to the Federation each month their fair share of the costs of the services rendered by the Federation that are chargeable to non-members under state law.
2. Such fair share payment by non-members shall be deducted by the District from the earnings of the non-member employees and remitted to the Federation, provided, however, that the Federation shall submit to the District an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required by members of the Federation, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.
3. Upon receipt of said affidavit the District shall cooperate with the Federation to ascertain the names of all employee non-members of the Federation from whose earnings the fair share payments shall be deducted and their work locations. The District shall not be responsible for any failure to ascertain non-members of the Federation under this article.
4. The Federation shall prepare a notice containing the fair share fee information specified in Section 2 above, and advising that any non-member may object to the amount of the fee as allowed by law.
5. The Federation shall indemnify and hold harmless and defend the District, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of any action taken by the District for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

J. Direct Deduction of CSPE Contribution

Upon receipt of signed authorization of any member of this unit, the employer shall provide for deduction of contributions for the AFT Pennsylvania Committee to Support Public Education. Such deductions shall be remitted to the duly elected treasurer of the Federation on a monthly basis in a check made out to the fund.

## ARTICLE V

### TEACHING CONDITIONS

#### A. Secretarial Aides for Teacher Use

1. The Board agrees to provide reasonable full-time clerical support for teachers at all buildings.

#### B. Facilities for Employees

The Board shall make available, where possible, adequate restroom and lavatory facilities, a faculty lounge, and telephone facilities for employee use.

#### C. Changing Teacher Stations

1. Every effort will be made so that classroom teachers shall not be required to change subject area teaching stations more than once during the school day if building space permits.
2. Teaching stations will be assigned by the principal or assistant principal, with the recommendation of the department heads or Curriculum Leaders.

#### D. Parking Facilities

Where space is available, adequate parking facilities will be provided by the Board.

#### E. Reimbursement for Travel Expenses

1. The use of personal automobiles by teachers or nurses beyond their normal assignment will be reimbursed at the established I.R.S. rate during the term of this contract provided that prior permission is obtained. The same allowance shall be extended for the use of personal automobiles for field trips or other business of the district provided that prior permission has been obtained from the administration for such use.
2. The district's liability for an individual's use of a private automobile shall be a secondary insurance.

#### F. Safe Working Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employee attendance

shall not be required whenever student attendance is not required due to inclement weather or unsafe conditions.

G. Furloughs

Furloughs shall be for the reasons set forth in Section 1124 of the Public School Code of 1949, as amended.

Furlough disputes shall be exclusively resolved through the grievance procedure. Furloughs shall be by seniority as hereinafter defined.

Seniority as defined herein shall be used only for furlough purposes as set forth herein and shall mean the relative status of employees with respect to the total length of service with the present employer from the first day of work since the last break in seniority from employment. Seniority shall continue to accrue during furloughs and approved leaves of absence, paid or unpaid, whether taken before or after the effective date of this amendment. An employee working less than full time shall accrue seniority on a pro rata basis.

Seniority shall accrue while serving as a full-time substitute for a semester or longer in blocks of semesters if continuous and contiguous with permanent employment.

Any ties in seniority shall be broken by lottery. Once said ties are broken, the employees shall be bound during all future employment with the present employer by the result of said lottery.

The employer and the Federation shall prepare a seniority list based upon the above principle by May of each year. Once prepared, the list shall be posted for a period of ten (10) days. Any employee who disagrees with his seniority on said list shall notify the Federation within the posting period. The Federation shall, in conjunction with the employer, investigate said disagreement and shall meet with the employer concerning same.

If the employer and the Federation agree, the decision shall be final.

In the unlikely event that the employer and the Federation disagree, said issue shall be submitted to arbitration in accordance with the final step of the grievance procedure as set forth in Article XXII of the collective bargaining agreement.

Any dispute arising pursuant to this section shall be exclusively resolved through the grievance procedure in Article XXII of the collective bargaining agreement.

Seniority shall be broken by:

1. Resignation (other than a resignation for maternity purposes where the employee was rehired within two (2) calendar years of the resignation).
2. Retirement.



### 3. Discharge for just cause.

The Board, when furloughs occur, shall realign its staff so far as is possible so to insure that the most senior employees are retained, thus furloughing the least senior employees. The manner of realignment is solely within the discretion of the district, subject to the seniority preference language of Article V, Section J, and provided that the least senior employees are furloughed. Superintendent's decision is final.

Failure to accept realignment to a certificated area shall be grounds for discharge.

The realignment shall take place on July 15 of each year. Only certificates actually held on July 15th will be accepted. A letter from a college or university dated on or before July 15th certifying that all certification requirements are completed as of that date and certification has been applied for will also be accepted.

Employees who face layoff shall continue to be entitled to employment as replacement employees each year before any new employees may be hired into positions for which they are certified.

Professional employees who, as a result of furlough, accept employment as "replacement employees" shall continue to be professional employees and shall suffer no professional disadvantages. Replacement employees are professional employees filling vacancies as defined in Article XXI.A.

Recall from furlough shall be in inverse order of furlough, provided the employee is certified for the available position.

Failure or refusal to accept employment for a full-time bargaining unit position of one semester or longer shall be deemed a voluntary resignation, and that person shall be removed from the seniority and recall list. However, if a furloughed employee is attending a college or university, said employee may complete the course/semester.

## H. Ratings/Observations

### 1. Ratings

All final ratings will be "Satisfactory" or "Unsatisfactory". The PDE 426-428 Series rating forms will not have a numerical total. Numbers may be placed in the four categories but will not be totaled.

The rating system will follow the approved rating system designed by the Pennsylvania Department of Education in accordance with Act 82 of 2012, as amended. Any future changes to the Commonwealth's professional or temporary professional employee's evaluation system that impact salary in any manner to include but not be limited to step movement and that are not otherwise mandated to be implemented by law or by the Commonwealth acting pursuant to law will be

negotiated between the parties before implementation. This provision does not negate Article V section H 4c of this collective bargaining agreement.

2. Observations

- a. The District shall have the right to perform observations to assess employees in accordance with Pennsylvania Department of Education standards and additional observations as deemed necessary by the administration.
- b. No unscheduled observations will be conducted before September 20 or after May 20. A scheduled observation may be arranged before September 20 or after May 20. Employees must have lesson plans available for review by the building principal. Lesson plans must be available for review by the building principal at least three (3) days prior to each scheduled observation. Both parties agree to meet, if needed, and adjust this requirement for the new teacher evaluation system to be designed by the Pennsylvania Department of Education in accordance with Act 82 of 2012, as amended.
- c. If problems occur after the post observation conference regarding any category of the worksheet, these concerns will be addressed at the time they occur on a new observation form.
- d. Areas that are not observable prior to the time of the observation will be marked N/O (Not Observable).
- e. Post-observation conferences will occur within five (5) working days after the observation unless there are extenuating circumstances. Both parties must be in agreement with a postponement unless the postponement is due to the absence of one of the parties. The parties will agree to a rescheduled date at the time of postponement or upon return of the absent party.

3. Peer Assistance Team

a. Definition of Peer Assistance Team.

A team of professional colleagues who consent upon request of the Superintendent to provide supportive, constructive, collaborative service to an employee who either requests on his/her own or is determined to be in need of such service by the building administrator or immediate supervisor. This team does not evaluate but serves to enhance the opportunity for an employee to improve in the performance of his/her duties.

b. Process of Peer Assistance Team.

1. Building administrator, immediate supervisor notifies Superintendent that a peer assistance team is needed.
2. Superintendent determines the accuracy of request.
3. If necessary, invokes the team consisting of

Employee

Department Head or Curriculum Leader, if any

Building Administrator

Other individuals deemed pertinent by Superintendent upon consultation with Federation.

4. A mentoring program will be devised for the employee by the team. In order to correct deficiencies in an employee's job performance, the mentoring program will contain goals for the employee to accomplish and will specify the means by which the employee can attain those goals. When an unsatisfactory rating has not been issued, the mentoring program will contain a timeline, deemed reasonable by the Peer Assistance Team, to reflect improvement in performance.

4. Performance Review.

- a. An employee already undergoing the peer assistance process shall have been formally observed two times with follow-up conferences and proper documentation of those conferences prior to the issuance of an unsatisfactory rating. An unsatisfactory rating may be issued without a peer team being in place. After the unsatisfactory rating is issued, a peer assistance team will be established. Furthermore, when an unsatisfactory rating has been issued, the Superintendent, or his/her designee, shall set timelines for meeting the goals of the mentoring program to demonstrate progress toward the goals.
- b. If cooperation and progress toward achieving the mentoring program's remediation goals is not evident within the timeline established by the Superintendent or his/her designee and the employee receives a second unsatisfactory rating, the district will institute dismissal proceedings. Should such proceedings be instituted, the employee may elect to proceed under the school code or may choose arbitration to contest the dismissal.

- c. An employee who receives a summative evaluation resulting in an unsatisfactory rating will lose the next scheduled appropriate contractual raise. The contractual increase will be provided, retroactively, at such time as the employee is rated satisfactory.

I. Teaching Schedules

1. Work day.

- a. As set out in Article XVI, the workday for regular full-time employees shall be eight (8) continuous hours, inclusive of a 1/2 hour duty-free lunch. Such eight (8) hours shall be scheduled between 7:00 A.M. and 4:00 P.M., except pupil personnel staff (guidance counselors, psychologists, nurses, and ISTs) who may from time to time, upon reasonable notice, be assigned a flexible schedule of no more than eight (8) hours.
- b. No teacher shall be involuntarily assigned a split-time schedule.
- c. All employees shall be informed of their tentative assignments for the next school year by the end of the current school year.
- d. In the event that flexible schedules contemplated in (a) above cannot be staffed on a voluntary basis, any involuntary assignment shall be made only by inverse seniority among appropriate staff at the respective building level.
- e. The District will provide released time throughout the year for the following: writing IEPs, GIEPs, ERs, GWRs and 504 agreements; IEP and GIEP conferences; meetings to reopen IEPs and GIEPs; 504 conferences if teacher participation is required by the District.
- f. Each employee shall be available for up to eight (8) hours each year for Parent and IEP Conferences and Due Process Hearings outside of the normal work day without additional compensation. All hours used under this section shall be scheduled Monday through Thursday only, attached to a contractual school day and are not to exceed two (2) hours in length at any one time. At least one (1) week of notice will be provided, except in an emergency situation.
- g. Commencing with the 2014-2015 school year, the work day was increased by thirty (30) minutes for professional planning time at the beginning or end of each teaching day. The District recognizes that this time is for and to be used on professional collaboration to include, but not be limited to, co-teaching preparation, Project Based Learning and ISB Projects, and department



collaboration; however, the Building Principal and instructional cabinet may coordinate usage of the professional planning time at the beginning or end of each teaching day to address instruction at the building level on a pre-scheduled monthly basis up to a maximum of two (2) building meetings per month, excluding June, July, August and December, not to exceed six (6) per semester. Both parties will do this cautiously with the shared belief that the majority of this time should be utilized by the instructional staff to address self-identified needs. The decision as to whether to provide the professional planning time at the beginning or the end of the teaching day shall be a building-based decision.

2. Teaching Schedule- Elementary (K-5)

- a. In addition to the thirty (30) minute duty-free lunch, each teacher shall be provided a daily preparation period of forty (40) continuous minutes. A continuous thirty (30) minutes of grade level or departmental common planning time will also be provided, and must be conducted on-site unless pre-approved by the Building Principal. The District recognizes this time is for and to be focused on professional planning or collaboration. The Building Principal, or his/her designee, may observe or participate in any planning session.
- b. Elementary teachers (K-2 and 3-4-5) shall not be assigned lunchroom duties, playground duty, or nurse room duty; necessary morning internal traffic control may be assigned fairly.

3. Teaching Schedule- Special Education (K-12)

- a. In addition to the thirty (30) minute duty-free lunch, each special education teacher at the elementary (K-5) level shall be provided a daily preparation period of forty (40) continuous minutes. A continuous thirty (30) minutes of special education common planning time will also be provided and must be conducted on-site unless pre-approved by the Building Principal.
- b. In addition to the thirty (30) minute duty-free lunch, each special education teacher at the middle school (6-8) level shall be provided a daily preparation period of forty (40) continuous minutes and continue to have Team Planning as part of their middle school schedule.
- c. In addition to the thirty (30) minute duty-free lunch, each special education teacher at the High School (9-12) level shall be provided daily preparation periods in compliance with Article V Section I 5(c)(i). A continuous thirty (30) minute common planning time will also be provided and must be conducted onsite at a time to be determined by the Building Principal.

- d. The District recognizes this time is for and to be focused on professional planning or collaboration. The Building Principal, or his/her designee, may observe or participate in any planning session.

4. Itinerant Teachers

- a. Itinerant teachers may be assigned no more than five (5) teaching periods on days requiring travel at the elementary level. On non-travel days at the elementary level, and with all itinerant teachers at the middle and high school levels, the itinerant teacher may be assigned six (6) teaching periods.
- b. An employee's workday will be based upon the building (base building) to which the employee reports and signs in at the start of the workday.
- c. Itinerant employees shall attend faculty meetings and Open House for the base building as defined in (b) above.

5. Teaching Schedule- High School (9-12)

- a. In addition to a minimum thirty (30) minute duty-free lunch, each teacher shall be provided at least one continuous preparation period per day equivalent in length to a regular student class period.
- b. When and where the District maintains a seven (7) period schedule, the teaching schedule shall generally be five (5) preparations, twenty-five (25) teaching periods and five (5) noninstructional duty periods per week. From time to time, a teacher may be assigned additional instructional duties in lieu of non-instructional duties.
- c. When and where the District maintains a nine (9) period schedule, all periods shall be of equal length and the following shall govern construction of teaching schedules:
  - 1. In addition to a duty-free lunch period, employees shall be provided at least one (1) continuous preparation period per day equivalent in length to a regular student class period. The balance of the schedule shall be comprised of teaching periods and duty periods. An employee who teaches six (6) periods shall have two (2) continuous, but not necessarily contiguous, preparation periods per day each equivalent to a regular student class period.

2. Each lab shall be considered a teaching period. On days which a lab would cause an employee to have six (6) teaching periods, no duties will be assigned to the employee on that day.
3. The nine (9) period day shall only be maintained so long as the District uses the extra teaching periods as essential for graduation requirements, and does not use nine (9) period scheduling to accomplish reductions in staff.
4. Teachers assigned a six (6) period teaching schedule shall have no other assigned duty periods other than homeroom.
5. Up to one hundred percent (100%) of the High School employees (including Itinerant Employees) may be assigned a six (6) teaching period schedule. The District will not furlough any professional employee as a result of any employee teaching a six (6) period day. The District will be permitted to utilize paraprofessional employees in support roles in situations that are non-instructional and custodial only, such as, but not limited to: study hall, hall duty and cafeteria duty.
6. When six (6) period teaching schedules are necessary, volunteers will be utilized first. If there are not enough volunteers, reverse seniority shall be utilized to fill the remaining schedules (least senior first). In all cases, the employees involved must have the appropriate certification to teach the course.

6. Teaching Schedule- Middle School (6-8)

- a. In addition to a minimum (thirty) 30 minute duty-free lunch, each teacher shall be provided at least one (1) continuous preparation period per day equivalent in length to a regular student class period. An employee who teaches six (6) periods shall have an additional continuous preparation period per day equivalent to a regular student class period. These two (2) personal preparation periods would not necessarily be contiguous.
- b. During the term of this contract, a middle school schedule will be continued that incorporates the following:
  1. Home Room Period
  2. Preparation Period(s)
  3. Five (5) Teaching Periods
  4. Team Planning. The District recognizes this time is for and to be focused on professional planning and collaboration. The Building Principal, or his/her designee, may observe or participate in any planning session.

5. Appropriate Duty Periods that will meet a middle school philosophy (e.g. adviser-advisee, activities and customary building operation duties).

- c. Up to one hundred percent (100%) of the Middle School employees (including Itinerant Employees) may be assigned a six (6) teaching period schedule. The District will not furlough any professional employee as a result of any employee teaching a six (6) period day. The District will be permitted to utilize paraprofessional employees in support roles in situations that are non-instructional and custodial only, such as, but not limited to: study hall, hall duty and cafeteria duty.
- d. Teachers assigned a six (6) period teaching schedule shall have no other assigned duty periods other than homeroom
- e. When six (6) period teaching schedules are necessary, volunteers will be utilized first. If there are not enough volunteers, reverse seniority shall be utilized to fill the remaining schedules (least senior first). In all cases, the employees involved must have the appropriate certification to teach the course.

7. School Counselors and Psychologists Extended Schedules

- a. School Counselors and Psychologists may be scheduled to work up to a total of ten (10) additional days during June and August and will be compensated at their per diem rate. The days will be scheduled by the Administration after consultation with the School Counselors and/or Psychologists.
- b. With the agreement of the individual School Counselor or Psychologist, the District may schedule School Counselors or Psychologists for up to a total of five (5) additional days during the summer period. School Counselors and Psychologists so scheduled shall be compensated at their per diem rate for these days.

J. Teaching Schedule-Teacher Preference

- 1. Professional employees who have attained a seniority level of fifteen (15) years within the Charters Valley School District, including time for "transfer between entities," shall have the opportunity to select a schedule commensurate with their secondary certification, or a grade level or assignment appropriate to their elementary certification, on a seniority basis subject to the following limitations and conditions:
  - a. Such a selection does not cause any furlough, suspension, recall, demotion, or new hiring in staff, or any increased costs to the district, and



- b. The selection is consistent with the competencies of the employee, as determined by administrative evaluation, and the principal meets the eligible staff members to offer suggestions and/or rationale in relation to selection request, and
- c. Any challenge to the selection supported by appropriate rationale will be discussed between the Federation and the Superintendent, and
- d. The Superintendent's decision shall be final and not subject to arbitration or other legal challenge.

K. Medical Duties

No employee other than nurses shall be required to dispense any medication or to perform medical treatment to students. No employee shall be required to provide physical assistance or personal hygiene care to students on a regular basis.

L. Homework

The District and the Federation affirm that homework is an important component of the District's educational programs and that its use must be effectively developed and applied for the best advantage of each student. To assist in the implementation of an effective homework program the parties agree to the following:

- 1. Each employee shall, by no later than the first full week of the school year, establish a homework procedure which will be communicated to parents so that they may be aware of the employee's homework procedures and expectations. A copy of this procedure will be supplied to the building principal.
- 2. The District shall provide any training and/or technology necessary to implement the parent communication system. This shall be provided within a reasonable time following the development and approval of a parent communication system.

M. Non-Teaching Duties

Non-teaching duties, including but not limited to cafeteria duty, hall duty, computer room duty, locker duty, and bus duty, may be assigned to non-professional employees outside this bargaining unit provided that such assignments will not result in a reduction of staff. Assignment of employees to duties such as but not limited to tutoring, resource rooms, activity periods, and study halls will not be considered as teaching periods.

N. Flexible Teaching Schedule/Hybrid/Distance Learning

1. Flexible Teaching Schedule

- a. Flexible schedules may be used to accommodate students who are included in, but not limited to, homebound, additional classes, credit recovery, hybrid courses, on-line courses, distance learning, or other alternate education classes.
- b. The Superintendent, in his discretion, will identify those schools within the District wherein a flexible schedule will be offered, which will have an equivalent number of hours as assigned to teachers on a traditional schedule at the respective buildings wherein the flexible schedule is offered, and which will include any schedule that:
  1. Begins up to the equivalent of one (1) full period in length later than the start of the traditional school day and carries over one (1) full period in length beyond the end of the traditional school day; or
  2. Begins up to the equivalent of one (1) full period in length prior to the start of the traditional school day and concludes one (1) full period in length before the end of the traditional school day.
- c. For any building in which the flexible schedule is implemented, staffing of such courses will be on a voluntary basis.

2. Hybrid/Distance Learning Courses.

The District has the management right to utilize and implement technology in the provision of educational courses and its educational programs for its students, and the District specifically reserves all such rights unless limited by an express provision of this Section. Without diminishing the District's right to determine and establish the District's educational courses and programs and to implement technology, the following factors will apply in the implementation of Hybrid and Distance Learning Courses:

a. Hybrid Courses

1. Employees selected to instruct a hybrid class, which consists of a combination of classroom instruction and on-line instruction, will do so as one of their five (5) or six (6) contractually obligated teaching periods. The employees selected to instruct said course may not be pulled from their allotted

time/teaching period working on said course to cover any other classroom for any reason, including the absence of another employee.

2. The average class size for Hybrid courses will be the average of the current and last two (2) year class sizes of any other class within that particular building and content area.

b. Distance Learning

1. The District may assign, as an uncompensated duty, an employee to supervise the students in that program. The duty will include but not be limited to such routine activities as attendance policy implementation, maintaining classroom decorum and insuring that the necessary equipment is functioning. There will be no teaching or preparation responsibilities associated with this duty.
2. The duty assignment will be for a minimum of one (1) grading period. Once assigned, the employee will not be pulled for an alternate duty.

c. No Staff Reduction

The District agrees that there will be no direct reduction of the staff as the result of the implementation of any hybrid/distance learning course.

## **ARTICLE VI**

### **COMPENSATION**

A. Method of Payment

1. Each employee covered by the provisions of this agreement shall receive an annual salary in twenty-four (24) payments, paid on or before the 15th and 30th day of each month.
2. Employees may receive the balance of their contract salary to be paid on the final teacher day of each school year by submitting a letter requesting payment on or before May 1 to the Director of Finance and Operations.
3. Each employee shall receive his or her salary paid in the form of direct deposit in accordance with procedures established by the district. Employees shall receive a salary statement for each deposit.

4. Employees who return from any authorized, extended, unpaid leave of absence will be paid as follows:
  - a. Employees must notify Payroll of their date of return.
  - b. Beginning with the date of return, all days worked that comprise less than a full pay period will be paid on a per diem basis for that first pay period after return. Except as provided in subparagraph (c) of this Section, the balance of the remaining contract salary amount, as adjusted by the period of the unpaid leave of absence, less any per diem days paid under this provision will then be recalculated and spread equally over the pay dates remaining in the balance of the contract year.
  - c. Employees returning after May 15 will be paid an adjusted per diem rate for all days worked through the balance of the scheduled work year. The adjusted per diem rate shall be based on the contract salary amount as adjusted by the period of the unpaid leave of absence, less any amounts paid in the contract year prior to leave of absence. This may result in payments for each pay date which will not be equal for the balance of the contract year as provided in paragraph 1 of this section.
  - d. Days worked between the 1<sup>st</sup> and the 15<sup>th</sup> of the month will be paid on the 30<sup>th</sup>; days worked between the 16<sup>th</sup> and the end of the month will be paid in the following month on the 15<sup>th</sup>.
  - e. In no event shall any employee be paid more than the contract salary amount as adjusted by the period of the unpaid leave of absence.

**B. Step and Lane Advancement**

1. Employees must work at least forty-five (45) days of the school year to be eligible for advancement to the next step of the salary schedule. No employee shall receive more than one (1) such advancement per school year.
2. The salary schedule contains columns entitled master's degree plus a specified number of credits and PhD. The criterion for positioning on one of these columns is the accumulation of college or university credits subsequent to the attainment of the degree referred to in the column heading. Salary increment credits are to be graduate or undergraduate. The credits must be in the teacher's area of certification and/or in a new area of certification such as another teaching field or subject, counseling, supervisor, or administration. All other courses must have prior approval from the superintendent. Credits must be satisfactorily completed prior to their application

toward salary increment. Satisfactory completion means attainment of grade "C" or better or a "P" in a Pass/Fail course.

C. Furlough Benefits

When an employee is furloughed, he/she shall receive a one-time payment of \$2,400 as follows:

1. The employee may elect four (4) equal installments of \$600 payable October 30, January 30, March 30, and June 15, provided that the employee remains on furlough for the entire nine-week period. In the event an employee is recalled from furlough to either a full or part-time position, the payment shall be prorated or discontinued.
2. The employee may elect payment of \$200 per month to be applied toward fringe benefits.
3. An employee who elects to take a part-time assignment in lieu of furlough shall receive the same options as set forth in Paragraphs 1 and 2 above on a prorated basis.

D. Tuition Reimbursement

1. All professional and temporary professional employees are eligible for tuition reimbursement for work-related course work.
2. Tuition reimbursement will be applied to credits in the teacher's area of certification and/or in a new area of certification such as another teaching field or subject, counseling, supervisor, or administration with the prior approval of the superintendent. Credits must be satisfactorily completed prior to their eligibility for tuition reimbursement. Satisfactory completion means attainment of grade "B" or better or a "P" in a Pass/Fail course. Costs associated with National Board Certification, will not be included in tuition reimbursement and subject to the same parameters.
3. The maximum amount of total reimbursement from the district to those employees who apply for such reimbursement shall be the following amounts for each indicated year of the contract:

2017-2018	\$80,000
2018-2019	\$80,000
2019-2020	\$80,000
2020-2021	\$80,000
2021-2022	\$80,000

If there are more funds applied for than are available, the funds will be divided equally on a per credit/hour basis. Any funds not expended by June 30 of each year shall not be part of the next year's fund and will not be cumulative.

4. If after receiving tuition reimbursement, an employee's employment with the District is discontinued for any reason other than those specified in Paragraph D5 below, the employee shall reimburse the District for tuition reimbursement received by that employee in the following percentages in the indicated year following the tuition reimbursement:

1st year	100%
2nd year	67%
3rd year	33%

5. An employee who terminates his/her employment with the District for the following reasons shall not be obligated to reimburse in accordance with Paragraph D4 above:
  - a. The employee's spouse is relocated which requires the employee to establish a new residence in excess of a sixty (60) mile radius of the District's administrative offices.
  - b. An employee is unable to return to work and is declared disabled and begins receiving disability payments in accordance with PSERS Disability Retirement Requirements.
  - c. The death of the Employee.
6. The employee shall be eligible for reimbursement upon submission to the District of the official transcript showing compliance with the requirements of Paragraph D2 above along with proof of payment of the credits for the requested reimbursement. The District shall pay tuition reimbursement to an employee no later than July 31 for courses completed from July 1 of the preceding year to June 30 of the current year (for example, July 1, 2017 through June 30, 2018 payment to be made by July 31, 2018).

E. Credentials

It is the sole responsibility of the employee to maintain his or her proper certification.

F. National Board for Professional Teaching Standards Certification

The District will provide an annual stipend of \$2,400 for any employee in any lane who obtains National Board Certification (NBC) as awarded by the National Board for Professional Teaching Standards on or before December 31, 2014. The employee will continue receiving this stipend every year he/she retains such NBC. The stipend will be



pro-rated for the first year in which the certification is obtained from the date of the submittal to the District of proof of certification. In each subsequent year in which the teacher retains the certification, the stipend shall be paid on the same basis as the teacher's annual salary. In order to qualify for payment of the stipend, the employee must present proof to the District that he/she has obtained a valid NBC. The District will consider the original submitted as valid proof for the duration of the certification but retains the right to request the employee to present proof of the continued validity of the certificate at any time but not more than once a year. The employee shall present documentation to the District of the certificate's renewal at least ninety (90) days prior to its expiration.

The Federation may request that additional national certifications be added to the list of recognized certifications. Whether or not the requested addition is accepted by the District is within the sole discretion of the District, and the decision of the District shall be final and shall not be grievable.

Professional employees having National Board Certification as of July 1, 2009, and thereafter, will receive the agreed upon stipend retroactive to the date it was earned or July 1, 2009, whichever is later. Those professional employees earning a National Board Certification on or after September 1, 2010, and before January 1, 2015, will receive the stipend as per the collective bargaining agreement.

December 31, 2014, will be the last date to earn National Board Certification for supplement of salary. When a certification earned prior to January 1, 2015, expires, the supplement will discontinue.

**G. Number of Steps**

District agrees not to engage in any future attempts to increase the number of steps of the wage scale beyond eighteen (18) steps.

**ARTICLE VII**

**EXTRACURRICULAR ACTIVITIES**

The Board has the right to add or delete activities. If new activities are added, salaries will be negotiated. The scale(s) will be attached to this agreement as an appendage. The positions/functions of trainer, scorekeepers, timekeepers, ticket sellers, ticket collectors, and refreshment stand staff shall be excluded from and not subject to this agreement in any way.

**A. Activity Assignment**

No professional employee covered by this agreement shall be required to accept any ECA contract as a condition of employment for any other position within the school district.

The selection of a sponsor for an ECA position must be opened to faculty members.

Positions are only to be posted for the community after all intra-district posting sources have been exhausted.

The final selection remains with the school district except:

Individuals appointed to positions provided for by this agreement will be automatically reappointed each year unless otherwise acted upon by the Board of School Directors within ninety (90) days of completion of the activity.

B. Method of Payment

1. Year-long activity sponsors shall receive one-half payment in January and one-half payment in June.
2. Seasonal athletic/activity sponsors shall receive one-half payment at mid-season and one-half payment at the completion of the season. (The sponsor has the option of receiving full payment at the end of the season.)
3. Other activity sponsors shall be paid at the completion of the activity.

C. Extended Athletic Season

1. Extra games involving a full athletic team beyond the normal season shall be paid at the following rate:

Yearly Salary

$$\text{Regular Season (Weeks)} \times \text{Extended Season (Weeks)} = \text{Rate}$$

2. In the event that a portion of a team is involved in an extended season, the following formula will be used to establish the rate:

Yearly Salary

$$\text{Regular Season (Weeks)} \times \text{Extended Season (Weeks)} \times \% \text{ of team involved} = \text{rate}$$

D. Rules for Activity Participants

The sponsor of the activity will have the authority to make the decision concerning the student participation that has developed from participants who have violated or demonstrated conduct contrary to the established regulations of the activity or school district, or criminal code or laws of Pennsylvania. The decision may be appealed to the school principal. The final decision on any of these issues shall rest with the Superintendent.

E. Stipends

1. All extracurricular stipends will increase for each year of this agreement through and including the 2021-2022 school year according to the scale for extracurricular activities contained in the Appendix to this Agreement.
2. A Labor/Management Committee will be formed during the 2017-2018 school year and continue during the term of this Agreement to review the necessity of extracurricular positions/stipends and make upward adjustments as deemed appropriate to their respective responsibilities.

**ARTICLE VIII**

**RETIREMENT INCENTIVE**

The Employees Retirement Program set out below is offered to certificated professional employees of the Charters Valley School District on the terms and conditions set forth:

A. Eligibility.

To be eligible for the benefits provided, an employee must:

1. Be in current active employment by CVSD, or currently on sabbatical; and
2. Have at least fifteen (15) years of continuous full-time service in CVSD, within the PSERS; and
3. Employees will be eligible only prior to and during the year in which they attain "superannuation" (62 years of age, or 35 years of PSERS credited service, or 60 years of age with 30 years of PSERS credited service) or other eligibility for unreduced PSERS retirement; and
4. Actually retire pursuant to PSERS prior to the commencement of the ensuing year; and
5. Submit an irrevocable letter of resignation to the Superintendent no later than 4:00 P.M. prevailing time the first business day of April of each year.
6. Any employee who attains superannuation prior to having fifteen (15) years of continuous full-time service in the CVSD shall be eligible for this incentive the first year they fulfill both fifteen (15) years of full-time service in the CVSD and achieve superannuation eligibility.

7. Any employee who previously forfeited participation in Article VIII, Retirement Incentive under the terms of prior collective bargaining agreements between the parties shall have an additional opportunity to elect to retire during the 2010-2011 school year and to participate in the retirement incentive provided such employee otherwise qualifies for the incentive. The retirement benefits available to such employees will be governed by Subparagraph B of this Article. This includes employees who had not fulfilled fifteen (15) years of continuous service when they achieved superannuation eligibility.

**B. Monetary Incentive.**

**1. Amount of Monetary Incentive Payment**

- a. 2017-2022 Retirees: Eligible employees who submit a letter of retirement by the deadline contained in the contract for the period 2017-2018 through 2021-2022 shall receive an incentive with payment of \$200 for each year of continuous service with CVSD to a maximum of \$6,500, plus payment in the amount of \$140 for each accumulated and unused sick or personal day, up to a combined maximum of \$21,000 of payments for years of service and unused sick/personal days.
2. Transfer of Entities. Employees who become members of the Chartiers Valley professional staff as the result of the transfer of entities between the Allegheny Intermediate Unit 3 and the Chartiers Valley School District may include their service as professional employees with the IU as well as their service as Chartiers Valley School District professional employees to determine their eligibility status for application of B-1 above.
3. Payment. Payment shall be made in two (2) equal installments, no later than September of each year following the effective date of retirement. A tax-free vehicle (such as an IRS 457 Plan) shall be made available to the retiree. The provider of the tax-free vehicle will be chosen by mutual agreement of the Federation and the District.
4. Death of Retiree. The spouse, or the estate of the retiree if no spouse survives, shall receive the unpaid balance as a lump sum no later than the next installment date.

C. Benefits Incentive

1. Amount of Insurance Benefit Payment

- a. Beginning January 1, 2016, each retiree who retires during the term of this Agreement shall receive, for the purchase of insurance benefits, a payment for each year of continuous service within the CVSD in accordance with the below schedule:

2017-2022 Retirees:        \$400 per year of service.

- b. Employees who became members of the CVSD professional staff as the result of the transfer of entities between the Allegheny Intermediate Unit 3 and the CVSD may include their service as professional employees with the IU as well as their service as CVSD professional employees to determine their eligibility status for this section.

2. Continuation of Benefits

This benefit shall continue until:

- a. the retiree attains Medicare eligibility, or
- b. the retiree becomes gainfully employed and employer-paid benefits are available to the employee. Fully employee-funded eligibility does not satisfy this item; cafeteria plan eligibility for cash or benefits would satisfy this condition;
- c. the retiree is eligible for employer-paid coverages by way of spousal employment, on the same terms as in C.2.(b) above;
- d. should the retiree lose health benefits available under C.2.(b) or (c) above, the retiree will again be eligible for the District provided insurance benefits subject to the approval and the condition of the health care provider.

3. Coverages/Alternates. The contribution by the District will be applied to:

- a. Health Insurance Coverages
- b. Group Term Life
- c. Dental
- d. Vision

as presently provided pursuant to CVSD/CVFT contract, OR such alternate plans as may be agreed upon by CVSD/CVFT in the future.

4. Dependents/Type of Coverage. The District contribution may be applied only to the purchase of coverage of the same type and may be reduced as circumstances change

over the life of the agreement. Should circumstance warrant, and insurers permit an expansion of coverage, all additional costs will be paid by the retiree.

5. Death of Retiree. Subject to C7 below, dependents of a retiree shall be provided the same benefit after a retiree's death, for the period which would have continued under C2(a) above.
6. Unexpended Balances. The District's obligation is only to contribute to the purchase of coverage and payment of premiums. Retiree is not entitled to any payment of cash where premiums are less than the amount of money available to the retiree.
7. Employee Contribution. Before any premium is paid by the District, the retiree is obligated to contribute to the purchase of benefits a minimum of \$100.00 per month, or such equal or greater amount as may be provided under Act 23 of 1991 or any similar or successor provision. The District obligation shall be to pay, beyond the employee contribution, the balance of premiums up to the total amount the retiree is entitled to under this ERI.

D. Invalidation

In the event that this ERI program should be invalidated on ERISA, ADEA, or other grounds, the program shall be void from such date forward, but without adverse impact on existing retiree beneficiaries. Further, in such event, the parties shall attempt to renegotiate a substitute program free of the invalidating condition or conditions.

## ARTICLE IX

### EMPLOYEE/ADMINISTRATION LIAISON

A. Liaison Committee

The Federation, in conjunction with the building faculty, shall select a Liaison Committee for each school to discuss problems and practices and be active in the revision and/or development of building policies.

B. Implementation

1. Committees shall consist of not more than one (1) member for every ten (10) teachers in the school building.
2. Where a principal administers more than one building, it shall be the prerogative of the faculty members involved to determine the advisability of individual or joint committees.
3. Meetings between Liaison Committees and their building principals may be called by either party whenever deemed necessary.



4. Where no conflicts exist, such meetings shall be held during the normal school day.
5. A summary report of such discussions will be written by the parties and distributed to the faculties of the concerned buildings.
6. The Federation recognizes that ultimate policy decisions are vested in the Superintendent.

C. District Liaison Committee

Upon request by either party, a committee, not to exceed six (6) professional employees, shall meet with the Superintendent and/or designated staff representatives in order to review and discuss current school problems and practices affecting the majority of professional employees in the district.

D. Building Based Decision

1. In the event the District or the Federation suggests changes in the contract which affect only a particular and specific building, such suggested changes shall be discussed with the teachers assigned to that building. The Federation shall be advised of the suggested changes and shall be permitted to take part in the discussions with the teachers.
2. Following the discussion(s) identified above, the suggested changes shall be reduced to contract language form and copies provided to each building teacher and to the Union.
3. If it is determined to be necessary and/or desired, an additional meeting may be held with the teachers at the building to discuss the proposed change. The Union shall be permitted to take part in this discussion.
4. Changes, if any, resulting from the discussion shall be made to the written language and copies will be provided to each teacher and the Union.
5. Within ten (10) days following receipt of the written language of the change, the teachers will meet and vote by secret ballot, to accept or reject the change. Any vote required of the school shall be in accordance with applicable law.
6. Upon the affirmative vote of a majority of the teachers assigned to that building, the recommendation of the Superintendent and the majority vote of the Board of School

Directors, the change shall be made a part of the Labor Contract as it applies to that building.

## **ARTICLE X**

### **ILLNESS OR DISABILITY**

#### **A. Occupational Diseases and Injuries**

1. An employee who is absent due to injury (including assault) incurred in the course of his employment shall not have the absence(s) charged against his sick leave days. The Board shall pay to such employee the difference between his salary and benefits received under the Pennsylvania Workmen's Compensation Act for the duration of such absence while on temporary total disability, but not to exceed one (1) year. The employee shall continue his entire fringe benefits during this period.
2. If the employee is still off after the first year, the employee may use either of the following options:
  - a. Employee may check full salary and remit the Worker's Compensation check to the District by using one-third (1/3) of a sick day.
  - b. The employee may continue to accept the Worker's Compensation check and the District will pay one-third (1/3) of the salary. Under this option, retirement may not be paid.
3. Under either 1 or 2 above, no employee will receive compensation and benefits in any school year in excess of his or her entitlement according to the placement on the salary scale.

## **ARTICLE XI**

### **LEAVES OF ABSENCE**

#### **A. Personal Business Leave**

1. Three (3) days per year shall be designated as personal business days, which shall be converted to sick leave if unused. This leave may be used for matters of personal business which require the presence of the employee, and which cannot be scheduled outside of regular working hours. These personal business days may be used for confidential personal business without stating a reason. The days immediately prior to or following holidays and recesses shall require a reason. The Superintendent shall have the final discretion over such use of personal days.

2. On or after May 1, no more than 10% of staff at each of the elementary, middle, and high school levels may use such leave at any one time. The 10% limit shall apply separately to the primary, intermediate, middle, and high school levels. Such leaves shall be granted on a first come, first served basis. Requests beyond the 10% limit shall be within the sole and final discretion of the Superintendent.
3. Required participation at religious services which cannot be scheduled during non-working hours will be honored for personal leave. One (1) day shall not be charged against the three (3) personal business days. Any additional religious leave may be granted, but shall be chargeable to personal business leave.
4. Unused personal days shall accumulate to a total of not more than five (5) days. Any personal days beyond the five (5) days shall be converted to sick leave. Any request to utilize four (4) or more personal days consecutively must be submitted to the Superintendent in advance. The Superintendent retains sole discretion to permit an employee to schedule four (4) or more personal business leave days consecutively. Employees who wish not to accumulate their personal days must communicate their intent to the Human Resource Department no later than the last in-service day of the school year.

Requests for personal business leave shall be made in writing by the employee to the building principal at least five (5) days prior to the effective date of leave, stating the number of personal leave days desired. All leave requests will be returned with appropriate annotation-either "approved" or "disapproved" and dated.

In cases of emergency, leave shall be granted automatically; however, the employee requesting such emergency leave, must call his building principal or the Superintendent as soon as conveniently possible to inform him of the absence. A letter should be written to the Superintendent requesting approval of such leave immediately following return of work.

**B. Sick Leave**

1. Employees shall be given a written notice of accumulated sick leave days no later than the fifth day of each school year.
2. On the opening day of the school year, each employee shall be credited with a ten (10) day sick leave allowance. The unused portion of such allowance shall accumulate from year-to-year without limitation.
3. A physician's statement must be submitted for personal illness extending five (5) or more consecutive days before payment for illness can be approved.

### C. Sick Leave Bank

#### 1. Membership:

All employees shall have the option to become members of a Sick Leave Bank. Such membership shall be affected by the signing of an enrollment form by each individual. A copy of said form shall be forwarded to the District. Contributions to the sick bank are irrevocable and shall not be used in the calculation of retirement incentives.

#### 2. Indemnity:

The sole responsibility of the School District will be to transfer the designated days upon request. The Federation shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with (a) any of the provisions of the sick leave bank, or (b) any request of the Federation with respect thereto.

### D. Bereavement Leave

1. Whenever a professional or temporary professional employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of four (4) school days. The Board of Directors may, upon recommendation of the Superintendent, extend the period of bereavement leave of absence with pay in its discretion as exigencies of the case may warrant. Members of the immediate family shall be defined as follows: father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, stepparent, stepchild, legal guardian, or near relative who resides in the same household, or any person with whom the employee has made his or her home.
2. Whenever a professional or temporary professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of Directors may, upon the recommendation of the Superintendent, extend the period of bereavement leave of absence with pay in its discretion as exigencies of the case may warrant. A near relative shall be defined as: first cousin, aunt, uncle, niece, nephew, stepbrother, stepsister, half-brother, half-sister, brother-in-law, sister-in-law or grandparent-in-law.

### E. Legal Leave

1. When a professional employee is required to appear as a witness at a legal proceeding which is directly related to his professional duties, the professional employee's

absence shall be excused with pay. This does not apply when a professional employee is charged with and convicted of an act involving moral turpitude.

2. When required by subpoena to appear other than as a party in any legal proceeding which is not directly related to the employee's professional duties, the professional employee shall be paid his/her regular daily rate. The professional employee shall be required to forward any witness fees to the school district business office within two (2) weeks. The professional employee may be required to submit a copy of the subpoena.
3. An employee called for jury duty shall be compensated at his/her regular daily rate. The professional employee shall be required to forward any jury duty fees to the school district business office within two (2) weeks.

F. Maternity Leave

Female employees of the Charters Valley School District shall be provided with maternity leave, as a temporary disability, under the following provisions:

1. At least thirty (30) days prior to the proposed beginning date of the maternity leave, the employee shall submit a written request for maternity leave. The request shall contain the proposed beginning date as well as the proposed return date of the leave.
2. The beginning and return date for a maternity leave shall be determined jointly by the employee's physician and the employee upon the employee's physician's certification of pregnancy with a notification to the Board of the beginning date of the leave and a proposed date when the employee may return to work. If during the term of the leave, the employee's physician determines that the employee will be unable to assume her duties by the proposed return date, the physician shall notify the District of the reasons and advise the District of the new proposed return date. Physician notification to the District of the need to extend the leave and delay the employee's return must be provided at least thirty (30) days in advance of the change in return dates unless a medical need arises which prevents timely notification.
3. If the Board disagrees with the employee's physician's determination as to the proper beginning or ending date of a maternity leave, the Board shall provide a list of three (3) certified OB Gynecologists which shall be previously approved by the Federation. The employee shall select one (1) of these gynecologists and be examined by same at the Board's expense. The opinion of this gynecologist in consultation with the employee's physician shall be controlling as to the beginning or ending date of maternity leave.

4. The employee may use any or all of her accumulated sick leave days while on maternity leave.

If the employee chooses not to use accumulated sick leave, or if her accumulated sick leave expires during the maternity leave, she shall be permitted to continue any or all fringe benefits available by remitting the costs for these benefits to the Board.

5. Fringe benefits shall continue to be paid during the portion of the leave for which the employee is receiving regular salary. For unpaid periods of the leave, the employee may continue fringe benefits by remitting the appropriate group premium payment to the District by the 20th of the month for the next month's coverage.
6. On returning to service from maternity leave, the employee shall be returned to the same (or a similar position) she occupied prior to the leave. If that position no longer exists, the employee shall be given another position for which she is properly certificated consistent with Section 1125.1 of the School Code.

G. Visitation, Meetings, and Conferences

Teachers, officers, or members of an executive committee, of any education organization, upon request to the Superintendent, may be granted permission to visit classrooms of another school district, or attend meetings or conferences of an educational nature, without loss of pay. As a general rule no more than two (2) persons from the same department will attend any one meeting or conference.

H. International and Federal Programs

A leave of absence of up to two (2) years may be granted to any tenured employee, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps, as a full-time participant in such program; provided said employee states his/her intention to return to the school system. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

I. Sabbatical

Sabbatical leaves shall be granted in accordance with the Pennsylvania Public School Code and School Board policy as amended. Such amendments to School Board policy only being made in response to any legislative changes that might occur during the term of the contract.

J. Sabbatical Leave for Part-Time Employees

A year of half-time service will be credited as a year of full service for the purposes of computing eligibility for sabbatical leave. A professional employee requesting sabbatical



leave who has been teaching a half-time schedule shall be paid one-half (1/2) of the half time rate for said leave.

K. Maternal/Paternal/Adoptive Leave

Any male employee of the Chartiers Valley School District whose wife is pregnant or any female employee who is pregnant shall be entitled, without loss of compensation, to one (1) day of absence from school on the date of delivery of the child. Biological or adoptive parents shall be provided up to two (2) days of absence from school on or immediately following the date of return of the child to the home. Requests for such leave must be made in advance to the Superintendent of schools, and will be granted if the aforementioned events occur on regular days of school attendance.

In cases of emergency when advance notice cannot be given, a phone call to the building principal must be made as soon as possible to allow ample time to obtaining a substitute teacher for that day.

Additional absence may be authorized by the Superintendent of schools in the event of extenuating circumstances.

L. Disability Retirement Leave

Employees on PSERS Disability Retirement will remain on the seniority list, and will be deemed granted successive annual unpaid leaves, provided that the employee requests such leave in writing by May 30 of each year. They may purchase benefits, at their own expense, through District group plans. They may return to work only at semesters, and the District may realign, suspend, or demote as necessary to accommodate such returns.

M. Family Medical Leave

The District will at all times maintain a policy or policies of Family Medical Leave consistent with and as required by the Family Medical Leave Act of 1993.

## ARTICLE XII

### INSURANCE PROTECTION

A. Health Care Insurance

1. Options. The Board shall continue to provide health care insurance plan options to all full-time, active employees and their dependents for the term of the agreement through the Allegheny County Schools Health Insurance Consortium (ACSHIC) as provided below:

Option One

Allegheny County Schools Health Insurance Consortium (ACSHIC)  
Standard HMO

OR

Option Two

ACSHIC Standard PPO

An Alternate Plan Option

As subsequently agreed to by the Board and the Federation.

The Board also agrees to the following:

**a. Complete Annual Coverage**

For each full-time employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full 12-month period, commencing September 1 and ending August 31. When necessary, premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

**b. Inclusions**

Provisions of the health care insurance program shall be detailed in master policies and contract agreed upon by the Board and the Federation.

**c. Description to Employees**

The Board shall provide to each employee a description of the health care insurance coverage provided under this article.

2. Where two or more employees otherwise entitled to separate health care coverages are, by reason of relationship, qualified to be covered as a spouse or dependent of one or another of them, the District's obligation shall be only to provide coverage for one employee as the primary employee under each of the separate coverages. The employees shall designate which employee shall be primary.
3. All employees becoming eligible for Health Care Insurance as provided elsewhere in this agreement, shall be provided the Health Care Insurance Option that reflects the lowest premium cost to the District; if more than one plan is available, the lowest premium cost plan will be designated this base plan. The employee may choose another Health Care Insurance option as provided by paying the difference in the monthly premium.

4. All employee premium payments will be deducted from the end-of-the-month paycheck in the month prior to the month of coverage.
5. The Federation and the Board agree to establish, no later than April 1, 2018, a Committee to study changes to the existing Insurance Protection plans and alternatives to these plans with a goal of reducing the expenditures by the District for Employee Insurance Protection. It is agreed that the benefits of these changes will accrue to the District for the support and enhancement of educational programs.
6. The District agrees to adopt an IRS Code Section 125 plan to protect employee premium contributions, medical and other expenditures to the extent possible consistent with and subject to all applicable statutes and regulations as the same may be amended from time to time. The cost of the 125 Plan shall be divided evenly between the participating employee and the District.
7. All employees eligible for Health Care Insurance shall be provided the Allegheny County Schools Health Insurance Consortium (ACSHIC) Standard HMO (currently Highmark Keystone Blue HMO). Any changes made in this standard plan by the ACSHIC Trustees shall become part of the coverage under this section.
8. All employees enrolled in Health Care Insurance under this collective bargaining agreement shall pay the following monthly premium contribution:

Individual coverage:	1.25% of gross salary earned
All other coverages:	1.75% of gross salary earned

Gross salary earned under this section shall include only the base salary amount earned under the salary scales in the Appendices entitled "Faculty Salaries By Step and Grade."

9. Should the ACSHIC create a benefit design which costs less than the ACHISC Standard HMO while being comparable in benefit and network, the District and the Federation shall assemble a Labor/Management Committee (with equal representation selected by the respective parties) to study the matter and decide if a change in plan should be made. If, after due consideration, a tie vote is the resulting decision of the committee, the matter shall be resolved by binding arbitration, handled under Step 3 of Article XXII of this collective bargaining agreement. The arbitrator shall rule on the comparability of the plans involved.

Any savings derived by such a move shall be divided in the following proportions:

- 33% to be retained by the District;
- 33% to be returned to the Employees enrolled; and

34% to be placed into a fund, the sole purpose of which is to defray future cost increases in Health Care Insurance costs.

10. Should the ACSHIC adopt a Wellness program which results in premium savings to the District, the District and the Federation will meet to discuss how those premium savings will be shared with the participants in the Program.

**B. Dental Care Insurance**

The Board shall provide, at no cost to the employee, a Dental Care Insurance plan as offered by ACSHIC to include Basic Rider A and Riders B, C and D for all full-time active employees and their dependents for the term of the agreement. Any changes made in this standard plan by the ACSHIC Trustees shall become part of the coverage under this section.

**C. Vision Insurance**

The Board shall provide, at no cost to the employee, the ACSHIC Standard Vision Plan, currently the Davis Vision Plan, for all active employees and their dependents. Any changes made in this standard plan by the ACSHIC Trustees shall become part of the coverage under this section.

**D. Long-Term Disability**

The Board shall provide at no cost to the employee a long-term disability protection plan providing sickness and accident benefits for twenty-four (24) months in the amount of \$1,200 per month with a ninety (90) calendar day waiting period.

**E. Life Insurance**

The Board shall provide at no cost to the employee, a group life insurance program in the principal amount of \$32,000. The Board shall provide to each employee a description of the life insurance coverage under this article.

**F. Designation of Insurance Carriers**

With the specific exception of the ACSHIC insurance programs, the district may select and assign any insurance carrier at its sole discretion provided that the benefits provided remain the same.

**G. Health Care Insurance Buyout**

Any bargaining unit members who choose to drop their Health Care coverage (under Section A of this Article) shall receive the following incentive:

**Monthly Incentive**

Individual	\$300.00
All Others	\$300.00

In order to be eligible for this buyout, the employee must provide the following to the District on or before July 1 of each year: (1) written notice of his or her election to drop his or her Health Care coverage and (2) proof of coverage from another source.

Any employee choosing to drop the buyout and receive coverage shall do so normally at the beginning of the school year (July 1). In the case of a qualifying event (loss of coverage, change in marital status, birth or adoption of a child, or other event recognized by the insurance carrier as a catastrophic or significant change), the employee may return to his or her coverage effective the month after notice is given to the district.

H. Retired Employees

Retired employees may purchase the same fringe benefits as active employees, if permitted by the insurer, by remitting the proper group payment to the District by the 20th day of the month for the next month's coverage.

**ARTICLE XIII**

**MEMBERSHIP DUES DEDUCTIONS**

A. Deduction from Salary

The Board agrees to deduct dues from the salary of members of the Federation as said members authorized the Board to deduct and transmit the monies by check promptly to the Chartiers Valley Federation of Teachers.

1. Upon proper authorization from the employees, the school district agrees to deduct dues from Federation members' pay in twelve (12) equal monthly payments beginning in each September and ending in each August.

B. Membership List Supplied to Board

No later than September, the Chartiers Valley Federation of Teachers will provide the Board with an alphabetized, categorized list of those employees who have authorized the Board to deduct dues for the Federation in Paragraph A.1 above.

**ARTICLE XIV**

**VACANCIES- TRANSFERS**

A. Request for Transfer

Requests by a professional employee for a change in teaching assignment shall be made in writing, one (1) copy of which shall be filed with the Superintendent. The application shall set forth the reasons for the change, the school, grade or position sought, and the

applicant's academic qualifications. The Board and/or Administration shall retain such requests for one (1) year after the receipt thereof and shall not arbitrarily or capriciously deny such request. The refusal to grant such request shall be considered prima facie proper. The burden of proof of arbitrary or capricious refusal is upon the applicant.

**B. Posting of Vacancies**

Any position vacancies shall be posted with accompanying job descriptions and qualifications in each building at least ten (10) days prior to public announcement of such position.

Professional employees will receive announcements by mail of vacancies occurring during the period from the close of the school year to July 31. The Federation president and all prior applicants will be notified of vacancies occurring after July 31.

**C. Involuntary Transfers**

It is agreed that it is within managerial prerogative of the Administration and the Board to transfer employees; however, no employee shall be arbitrarily or capriciously involuntarily transferred. All involuntary transfers shall be considered prima facie proper. The burden of proof when it is alleged that the transfer has been arbitrary or capricious shall be on the employee.

**ARTICLE XV**

**COVERAGE DURING TEACHING ABSENCE**

**A. Provision of Substitutes**

When teachers are absent, every reasonable attempt will be made to provide a substitute who is certified in the absentee's field. A substitute list of special teachers will be established. Substitutes will be called the night before, if possible.

**B. Use of Regular Teachers**

An employee who is reassigned during his/her preparation period shall be compensated either by receiving \$25.00 for each preparation period during which he/she is reassigned or by being credited with one (1) period of time ("credited time") for each preparation period during which he/she is reassigned with such credited time to be applied toward the receipt of one (1) personal day. An employee who obtains six (6) periods of credited time during one (1) school year shall be entitled to one (1) additional personal day of his/her choosing to be used in accordance with this Agreement. Credited time must be approved by the Building Principal and an employee may not receive more than one (1) personal day pursuant to this section during each school year. All additional periods over six (6) periods of credited time will be at the \$25.00 per period rate. An employee who obtains credited time totaling less than six (6) periods in a school year will be paid \$25.00 per period for his or her credited time. The above provisions are subject to the exception that no compensation shall be provided when an employee is reassigned during his/her preparation period in the following circumstances:



1. A two (2) hour delay (scheduled or unscheduled);
2. A planned field trip;
3. A scheduled school assembly;
4. An employee's involvement in curriculum writing;
5. An external emergency impacting the district;
6. When an employee is provided release time to participate in any of the activities noted in Article V, I, 1, e; or
7. Any emergency drill.

## **ARTICLE XVI**

### **WORKYEAR- WORKDAY**

#### **A. School Work Year**

1. The employee work year shall be 190 days for the term of the agreement (2014-2017); not more than 182 of these days shall be instructional days.
2. Five (5) half days (3 ¼ continuous hours) shall be designated as clerical time to be scheduled to coincide with the beginning of the year and each report card period closing. This time shall be designated by the Superintendent and shall be part of the 190 day annual schedule.

#### **B. Employee Workday**

1. The workday for regular full-time employees shall be eight (8) continuous hours, inclusive of a ½ hour duty-free lunch. Such eight (8) hours shall be scheduled between 7:00 A.M. and 4:00 P.M., except that pupil personnel staff (guidance, psychologists, nurses, and IST) may from time to time, upon reasonable notice, be assigned a flexible schedule extending beyond those times, of eight (8) continuous hours.
2. No teacher shall be involuntarily assigned a split-time schedule.
3. All employees shall be informed of their tentative assignment for the next school year by the end of the current school year.
4. In the event of emergencies, all employees may be required to remain beyond regularly scheduled hours until all students are dismissed.

5. Extra Duty

- a. If an employee is required to report for duty before, or remain after, regular working hours, he shall receive additional compensation at his regular hourly rate or compensatory released time within the employee workday. Granting of compensatory released time shall be at the discretion of building principals. Compensatory time shall be granted in a block of time minus any time previously granted for such extra duty hours.
  - b. Employee attendance at open house, parental conferences and/or kindergarten orientation shall be required. Employee attendance at commencement programs shall be determined by the building principal.
  - c. The District may schedule a half day before Thanksgiving break for compensation of employee attendance at open house. The District may schedule a half day before winter break to compensate for employee attendance at building-wide or grade level activities approved by the Building Principal. If the District does not schedule a half day before the Thanksgiving break or prior to winter break, then approved compensatory time if any, including Kindergarten orientation, attendance at graduation and attendance at open house, shall only be taken on the last employee day of the school year.
6. On Fridays and on the day immediately preceding a major holiday, employees are permitted to leave school after the students are dismissed.
7. At the beginning of each school year, the building principal shall meet and discuss with the building faculty the scheduling of building meetings. No meetings will be scheduled in June, July, or August. The principal may schedule meetings as needed for that building. Such meetings shall be pre-scheduled for the entire school year and shall be up to sixty (60) minutes in time for each month. In the event that a meeting date must be rescheduled due to unforeseen circumstances, appropriate notification will be given to the staff. This time shall not be applicable to extra duty payments as per Article XVI, Section B.5(a) above.

**ARTICLE XVII**

**ADVISEMENT PROGRAM AT THE SECONDARY LEVEL**

The District will implement an Advisement Program at the Secondary Level as follows:

1. Each high school teacher may act as a student advisor and be assigned a list of students in accordance with the Advisement Program. The teachers will review student work in this program in order to assist the students in understanding their personal student achievement data, help the students set individual education goals, reflect on the progress

of attaining those goals, suggest interventions or resources that students should utilize in the event they are not making progress, review the career portfolio for required components, and report the status of student progress to the designated coordinator. The District will provide professional development time for high school teachers to review goals and portfolios and report the status to the designated coordinator. The amount of time to be used for this activity will be designated by the Superintendent and scheduled on in-service days or offered as professional development hours. After review of each student's work, the teacher shall turn in the work to the designated coordinator. The coordinator will handle delivery of the material to the teacher and the return of the material to the student.

2. The District may run an alternative bell schedule one (1) day each month, excluding June, July, August and December, in order to provide student seminars for the Advisement Program. Employees are not responsible for the planning, preparation or presentation of seminar topics. However, School Counselors may be selected, at the Superintendent's discretion, to present select topics during these events. When students attend a seminar, the employee who is otherwise responsible for those students during that time period shall remain with the students and assist with the supervision of those students during any such seminar.
3. The parties agree to establish an Advisement Program Committee for the purpose of researching and analyzing the coordination and implementation of the Advisory Program and making recommendations as to the Advisory Program. During the 2018-2019 School Year, the Committee shall meet and make recommendations. In-service training regarding this program may take place during that year. The parties agree that final decisions regarding the coordination or implementation of the Advisory Program rests with the Superintendent.
4. At the request of the District or the Federation, a similar committee may be formed to explore the possibility of expansion of this program to the Middle School. The recommendations of this committee may be implemented by mutual agreement of the parties.

## **ARTICLE XVIII**

### **ALTERNATE EDUCATION PROGRAM**

During the term of this Collective Bargaining Agreement, the District may choose to operate a full-day Alternative Education Pilot Program. The purpose of this program is to return students from outside placements to Charters Valley School District. The program shall include but not be limited to the following:

- a. The Alternative Education Pilot Program (AEPP) classroom will be managed and supervised by a professional bargaining unit employee who will monitor the room, direct students to appropriate resources, refocus students who are off-task, and will coordinate exercise and team-building activities.
- b. The certified teachers providing the on-line instruction to the AEPP classroom will issue grades. The District, when possible, will use District Faculty to supervise the on-line courses. However, to make this program financially solvent it may be necessary to use third party providers.
- c. The District will establish a committee to work jointly with the Federation to ensure that the AEPP remains focused on returning students who are placed outside of the Chartiers Valley School District and to prevent other students from leaving Chartiers Valley School District.

## **ARTICLE XIX**

### **MISCELLANEOUS PROVISIONS**

#### **A. Savings Clause**

Except as this agreement shall otherwise provide, all terms and conditions of employment agreed to under previous negotiations conducted and presently in Board Policy shall continue in effect under this agreement.

#### **B. The Collection, Maintenance and Dissemination of Teacher Records**

1. Employees shall have the right to review the contents of their personnel file and to obtain a copy of any documents therein. Exception to this policy shall be the confidentiality of pre-employment references. The time of review shall not interfere with assigned duties of the employee.
2. An employee shall have the right to submit a written commentary to any material placed in his or her file, and such written comment shall be attached to the item in question.
3. Derogatory or unfavorable material shall not be placed in a file unless the employee has first been given a copy of such material. The employee has a right to respond in writing, and to attach said response to the material and made part of his/her file.
4. No unsigned or improperly identified item shall be placed in an employee's file. Any material which cannot be verified shall not be placed in an employee's file.
5. Employees shall have the right to initial and date each page of any material in their file.

6. The examination of an employee's file shall be limited to qualified professional supervisory personnel and their confidential secretaries. Each file shall contain a record indicating who has reviewed it, date reviewed, and the reason for such review.

C. Summer Work

1. Secondary school guidance counselors and subject area coordinators will receive a per diem salary for additional days worked beyond the official close of the school calendar year. The employee workday shall be the same as specified under Article XVI, Section B.
2. The District, in its sole discretion, may decide to provide an on-line "Summer Academy" for District students and may decide to hire one or more coordinators for such Summer Academy. In the event that the District, in its sole discretion, decides to operate a Summer Academy and to hire one or more coordinators for such Summer Academy, the District shall pay such coordinator(s) a stipend of \$1,000. Should the District offer any other summer program for District students such programs will be subject to the contractual per diem rate.

D. Department Chair

1. Department chairpersons, head teachers and head nurse shall be compensated under "Department Chairperson" in the Appendix of this contract. These stipends will be increased in each year of this agreement according to the scale for extracurricular activities contained in the Appendix to this agreement.
2. Department chairpersons will receive either a duty period or equivalent time (the length of which will equal one (1) continuous period in the building to which they are assigned) daily to conduct and complete items necessary to the department chair position. Any department chairperson who does not have a scheduled department chair duty period or equivalent time each day will be compensated with an additional pro-rata share of his or her stipend.
3. Any department chairperson who cannot use a scheduled department chair duty period due to an assigned lab or class will receive an additional pro-rata share of his or her stipend.
4. Any department chairperson who is assigned an intern or a substitute will be required to use that intern or substitute to cover at least one (1) period per day so that the department chair is available to complete the department chair duties. Intern use will be according to PDE regulations and the guidelines of the intern's program.
5. Any individual who performs a portion of the department chair duties but is not a board approved department chairperson will receive a pro-rata share of the Department Chairperson stipend (1/total number of student attendance days) for all days performing department chairperson duties. One (1) day of the pro-rata share of the stipend will be paid for each amount of time equivalent to a normal preparation

period in which department chair duties are performed. The amount of such time for each task shall be projected by the District. The employee may request additional days, subject to District approval, if necessary to complete the task. Such duties include: interviewing candidates, scoring candidates' packets, checking inventory, coordinating orders and ordering materials. Other items not noted herein may be added by mutual consent of the parties.

6. Department chairperson utilization, scheduling, and additions or deletions will be at the discretion of the Superintendent.

E. Lunch Period Duties

For grade levels 6-12, in addition to those professional employees assigned to the lunch period as part of their regularly assigned duties, the District will be permitted to solicit volunteers to assist with the lunch period duties. Any such employee volunteering will do so in place of the employees' preparation period and will be entitled to receive a stipend in the same amount as the stipend provided in Article XV, Paragraph B.

F. Integration

This Agreement sets forth all covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by or be liable for any statement, representation, promise, inducement, or agreement not set forth herein. Attached to this Agreement and marked as Appendix E is a list of prior Memorandums of Understanding between the parties. The parties have reviewed each MOU set forth on Appendix E and agree that each such MOU has either been incorporated into this Agreement or is no longer relevant, and agree that each such MOU shall no longer be binding on either party. In the event that either party discovers the existence of a prior MOU that is not listed on Appendix E, the party locating such MOU shall provide written notice of the same (including a copy of the discovered MOU) to the other party within five (5) days of discovering the existence of such prior MOU, and an agent or representative of each party shall promptly meet to review and determine the continued applicability of each such MOU. Any prior MOU not listed on Appendix E shall be deemed to no longer be binding upon either party if the terms and conditions of such MOU have been otherwise incorporated into this Agreement or are no longer relevant. This Agreement spells out the total agreement in its entirety between the parties, including wages and all fringe benefits, and there shall be no other additions or changes during the term of the contract except as mutually agreed in writing between the District Superintendent, or his or her designee, and an authorized representative of the Federation. Notwithstanding anything to the contrary set forth above, this section F is not intended to terminate any existing past practices, which shall continue in full force and effect, and be binding on the parties. The District retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the Commonwealth and as provided in the Public Employees Relations Act.



## **ARTICLE XX**

### **NO STRIKE- NO LOCK-OUT PROVISION**

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

## **ARTICLE XXI**

### **OTHER EMPLOYEES**

#### **A. Definitions**

Vacancy: any position from which a regular professional or temporary professional employee may be absent, with or without excuse.

Long-term vacancy: any specific vacancy anticipated at the outset to continue at least one semester; or, with respect only to furloughed employees, at a specific vacancy anticipated to continue at least forty-five (45) days.

Long-term substitute: a substitute hired to fill a long-term vacancy.

Part-time employee: any employee hired or assigned (voluntarily or involuntarily) for one-half the regular workday and teaching schedules set forth in Article V.

Regular employee: a tenured or temporary professional employee as determined by law

#### **B. Coverage- Long-term Vacancies/Substitutes**

1. Furloughed regular employees are entitled to recall or assignment to long-term vacancies in accordance with law (certification, etc.).
2. Such assigned or recalled employees shall be provided full regular compensation, benefits, seniority, etc. as elsewhere provided by the Agreement.
3. Long-term substitutes other than regular employees shall be covered by the provisions of the Agreement as applicable except as set forth:
  - a. Such substitutes are not covered by Severance Article or the Vacancy - Transfer Article.

- b. Articles VI, XI and XII are applicable only as follows:

**VI. LTS Compensation**

(A) Method of Payment: compensation shall be paid on the same schedule as regular employees.

(B) Salary: shall be fixed at the beginning step of the teacher salary scale for the employee's appropriate degree column.

Step Advancement: there shall be no step advancement from year to year. Compensation shall remain at beginning step for the applicable year and degree, subject to the settlement letter in Grievance No. FT-140.

(C) "Furlough" Benefits: not applicable.

**XI. LTS Leave of Absence**

(A) (B) Personal Business Leave, Sick Leave: shall be provided, as set out, for full-year substitute; semester substitutes shall be entitled to one-half of the days provided. Allotted days shall not accumulate.

(C) (D) (E) Sick Leave Bank, Bereavement, Legal Leave: shall be provided as set forth.

(F) Maternity Leave: is available to female substitutes as follows:

1. At least thirty (30) days prior to the beginning date of leave the employees shall submit a written request for maternity leave.
2. The beginning date for a maternity leave shall be determined jointly by the employee's physician and the employee upon the employee's physician's certification of pregnancy with a notification to the Board of the beginning date of the leave.
3. Should the position the employee was hired to substitute for still be in need of a substitute (e.g., the permanent employee's leave has not expired) an employee may return to work when the employee's physician certifies to the employee's ability to assume her duties.
4. If the Board disagrees with the employee's physician's determination as to the proper beginning or ending date of a maternity leave, the Board shall provide a list of three (3) certified OB Gynecologists which shall be previously approved by the Federation. The employee shall select one (1) of these gynecologists and be examined by same at the Board's expense. The opinion of this gynecologist in consultation with the employee's physician shall be controlling as to the beginning or ending date of a maternity leave.
5. The employee may use any or all of her accumulated sick leave days while on maternity leave provided that in no event may she use sick days past the expiration date of the period for which she was hired.

6. If the employee chooses not to use accumulated sick leave, or if her accumulated sick leave expires during the maternity leave, she shall be permitted to continue any or all fringe benefits available by remitting the costs for these benefits to the Board.
7. Should the teaching assignment for which the full-time substitute has been hired expire during the term of the full-time substitute's maternity leave all obligations to the full-time substitute shall cease.

(K) Maternal/Paternal Leave: shall be available as set forth.

(G) (H) (I) Not applicable or available to such substitutes.

## **XII. LTS Insurance Protection**

(A) The Board shall provide only the following at no cost to the substitute:

1. Individual and Dependents Health Care/Base Plan as defined in Article XII, Section A and Life Insurance

OR

2. Individual coverage for

Health Care/Base Plan  
Dental Care  
Vision Care  
Income Protection  
Life Insurance

Employer contribution not to exceed the contribution that would have been paid under #1 above.

OR

3. Any portion of the coverages listed in (2) above at the option of the employee provided the employee is not covered by another similar policy. Employer contribution not to exceed the contribution that would have been paid under #1 above.
4. The employee may wish to pay the difference in cost for other Health Insurance options or for any of the other coverages.
5. All such coverage is subject to the premium contributions provisions of Article XII.

### **C. Coverage: Other Substitutes**

1. Other substitutes, if the vacancy continues for at least ninety (90) days, shall be entitled to retroactive adjustment of daily rate.

D. Coverage: Part-time Employees

1. Vacancies

All part-time jobs shall be posted and filled by seniority preference. If no employee bids a vacancy, the district may hire new employees. An employee may elect furlough in lieu of part-time employment.

2. Seniority

- a. Employees who elect a part-time position in lieu of a furlough shall receive full seniority.
- b. Employees who elect a part-time position and are not subject to furlough shall receive prorated seniority.
- c. Employees (a full-time and a part-time) may trade positions for a semester or a year with district approval. This trading may not affect any other employee's status or rights.

3. Fringe Benefits

- a. If a furloughed employee accepts part-time employment and/or if an employee accepts part-time employment to alter another employee's furlough, said employee shall receive the same benefits described in and on the terms set out in Article XII.
- b. Employees who volunteer for less than full-time positions shall be provided by the employer at no cost to the employee:

(1) Individual and Dependent Health Care/Base plan as defined in Article XII, Section A and Life Insurance

OR

(2) Individual coverage for:

Health Care/Base Plan  
Dental Care  
Vision Care  
Income Protection  
Life Insurance

Employer contribution not to exceed the contribution that would have been paid under #1 above.

and/or

(3) The employee may wish to pay the difference in cost for full family coverage for any of the plans.

(4) All such coverage is subject to the premium contribution provisions of Article XII.

4. Furlough Benefits

Part-time employee is eligible to participate in Article VI-C at the time of complete furlough.

**ARTICLE XXII**

**GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance

A "grievance" is hereby defined as a complaint regarding the meaning, interpretation or application of any provision of this Agreement.

2. Workday

A "workday," for the purpose of this article only, is defined to mean the calendar days of Monday through and including Friday, except where any of these days are observed by the grievant as a holiday.

B. Purpose

The purpose of this procedure is to obtain, at the earliest possible stage, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level.

C. Form

Grievances shall be made in writing on a form agreed to jointly by the employer and the Federation, and shall be available in sufficient quantity at the administrative office and through the Federation. A copy of the form is included in Appendix C.

D. Procedure

Step 1 -First Level Supervisor

An employee(s) with a grievance shall discuss such grievance with his designated supervisor in an attempt to settle the matter informally, within ten (10) calendar days after its alleged occurrence.

If a grievance has not been satisfactorily resolved through informal discussion, the employee must present the grievance in writing within five (5) calendar days hereafter to

the first level supervisor. The supervisor will give an answer in writing within five (5) calendar days. If the employee does not proceed with his grievance within the time limits described in Step 2, and no time extension is mutually agreed upon, the grievance shall be considered to be withdrawn.

#### Step 2 - Superintendent of Schools

If the Federation is not satisfied with the disposition of his grievance at Step 1, the Federation may submit a written appeal to the Superintendent on the form provided by the district, along with a copy of the decision of the first level supervisor. This appeal must be filed with the Superintendent within five (5) calendar days. After receiving the appeal, the Superintendent or his designee will meet with the Federation in an attempt to resolve the grievance. The Superintendent or his designee, within five (5) calendar days of his meeting with the Federation, shall give the employee and Federation his written decision. If the Federation does not proceed with his grievance to Step 3 within the time limits described in that step, and no time extension is mutually agreed upon, the grievance shall be considered withdrawn.

#### Step 3 – Arbitration

- a. If the Federation is not satisfied with the disposition of his grievance at Step 2, it may appeal to arbitration within five (5) calendar days after the Superintendent's decision is due to the Federation. A request for arbitration shall be initiated by the Federation serving upon the District a notice in writing of an intent to proceed to arbitration. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator; if the parties cannot voluntarily agree upon the selection of an arbitrator, they shall notify the State Bureau of Mediation of their inability to do so. Pursuant to Section 903 of Act 195, the State Bureau of Mediation shall then submit to the parties the names of seven (7) arbitrators. Each party shall alternatively strike a name until one remains. The District shall strike the first name. The person remaining shall be the arbitrator.
- b. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of the agreement. The decision or award of the arbitrator shall be final and binding upon the District, Federation and employee.
- c. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.



E. Group Grievance

If in the judgment of the Federation a grievance affects a group or class of teachers, the Federation may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall be commenced at Step 2 above.

F. Appropriate Level

If in the Federation's judgment an individual's grievance is beyond the control of the first level supervisor, the Federation shall contact the Superintendent to determine if the grievance may commence at Step 2 of the above.

G. Copies of Grievance Records

Each side to a grievance shall be entitled to copies of all documents used in the proceedings, and of endorsements of dates, times, and recipients' signatures required above. All documents, communications and records dealing with the grievance process shall be filed in a separate grievance file and shall not be filed in the personnel file of any participant.

H. Time of the Essence

Time periods as specified shall be of the essence in each instance, unless extended in writing by agreement, and failure to comply with same shall be deemed conclusively to constitute acceptance of the circumstances as they then exist, with prejudice; i.e., without right by the same grievant to revive or renew the same issue on the same or substantially the same circumstances.

I. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

J. Miscellaneous

1. The Federation shall have the right to attend every grievance hearing on all matters covered in this Agreement.
2. A grievance may be withdrawn by the Federation or by the aggrieved employee at any time, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any further grievance.
3. The settlement of any grievance shall state whether or not any precedent is set; i.e., it may or may not regulate future relationships between the Federation and the District.

4. Any individual employee or a group of employees shall have the right at any time to present grievances to the District up to Step 2, and to have them adjusted without the intervention of the Federation as long as the adjustment is not inconsistent with the terms of this collective bargaining agreement and provided further, that the Federation has been given an opportunity to be present at such adjustment. The Federation and District shall have the exclusive right to require arbitration.
5. The District may notify an aggrieved employee of its decision by certified mail sent to the employee's last known address, and this shall fulfill the decision notification requirements as set forth in any step of the grievance procedure described herein.
6. The parties recognize that the procedure must be utilized without fear or discrimination.
7. No employee necessary to a grievance hearing shall suffer a loss of pay for time spent during regularly scheduled working hours in attending hearings. The Federation will attempt to limit the number of employees involved under this clause. However, it is agreed that all such employees must actually testify and shall only remain at a grievance hearing for the period of time that the employee is actually testifying.
8. If both parties are in agreement, advisory mediation may be implemented prior to arbitration. Advisory mediation will be conducted pursuant to the Pennsylvania Bureau of Mediation guidelines.

## **ARTICLE XXIII**

### **INSTRUCTIONAL PRACTITIONERS**

#### **A. DEFINED:**

Instructional Practitioners are those certified employees engaged in instructional activity without traditional classroom assignments, and are recognized as Temporary Professional Employees or Professional Employees, as their status warrants at the time of hiring. Instructional Practitioners are assigned to a Lead Teacher, but may be assigned and engaged to replace Professional Employees and Temporary Professional Employees, including but not limited to their assigned Lead Teacher, who are temporarily absent from their regular assignments for periods ranging from a single period or less through a day or days. Instructional Practitioners shall be engaged and retained on an as needed basis as determined by the District. The job description for the Instructional Practitioner position is attached to this Agreement as Appendix D.

B. COMPENSATION:

Instructional Practitioners shall be paid an annual salary throughout the term of this Agreement in accordance with the following schedule:

2016-2017	\$22,500
2017-2018	\$23,300
2018-2019	\$24,100
2019-2020	\$24,900
2020-2021	\$25,700
2021-2022	\$26,500

C. SCHEDULE:

Instructional Practitioners will work a 193 day work year, which includes a three (3) day orientation program. The workday for Instructional Practitioners will be eight (8) continuous hours, inclusive of a ½ hour lunch. Such hours shall be scheduled between 7:00 AM and 4:00 PM. Except for replacing Temporary Professional and Professional Employees who are temporarily absent from their regular assignments, Instructional Practitioners shall not have a teaching schedule that is independent of their assigned lead teacher.

D. SICK and BEREAVEMENT LEAVES:

Instructional Practitioners will receive ten (10) sick days per school year; three (3) bereavement leave days for a death in immediate family; and one (1) bereavement leave day for a death of a near relative, as defined in the School Code; all in accordance with conditions and procedures found elsewhere in this Agreement. Instructional Practitioners are not eligible to participate in the Federation sick bank. Instructional Practitioners shall be entitled to receive \$100 for each sick day that is not used during the course of a school year or carried over to the following year if the Instructional Practitioner is retained.

E. PERSONAL LEAVE:

Instructional Practitioners will be afforded one (1) day of compensated personal leave, on the conditions and procedures recited elsewhere in this Agreement.

F. SENIORITY:

Instructional Practitioners will be credited with seniority in accordance with the School Code and the Agreement. In the event that an Instructional Practitioner is employed by the District in a professional or temporary professional employee position other than an Instructional Practitioner position, step placement for any such hire shall be determined by counting the employee's years of service with the District as an Instructional Practitioner, provided that salary placement shall not exceed Step 4 on the salary schedule.

G. **INSURANCE BENEFITS:**

Instructional Practitioners are entitled to receive only the following employer provided insurances: individual medical, individual dental, and individual vision coverage as provided to regular, full-time professional employees as specified in the Agreement. Instructional Practitioners shall be required to contribute to the cost of such insurance a sum equal to 1.25% of the gross salary earned by the Instructional Practitioner.

Each Instructional Practitioner who chooses to drop his or her individual health care coverage provided pursuant to the Agreement shall be eligible to receive the Health Care Insurance Buyout incentive available to individuals under Article XII G of this Agreement. In order to be eligible for this buyout, the Instructional Practitioner must provide timely notice to the District in accordance with the provisions set forth in Article XII G of the Agreement.

H. **NO OTHER BENEFITS OR COMPENSATION:**

Instructional Practitioners are entitled only to the compensation and benefits set forth in this Article and no others.

I. **NO EMPLOYMENT OF INSTRUCTIONAL PRACTITIONER IN EVENT OF FURLOUGH OF TEMPORARY OR PROFESSIONAL EMPLOYEE**

In the event of the furlough of Temporary Professional Employee(s) or Professional Employee(s) who are members of the Federation and who fill a position other than an Instructional Practitioner position, the Administration shall eliminate one (1) Instructional Practitioner position for each such Professional or Temporary Professional Employee member of the Federation who is furloughed.

**ARTICLE XXIV**

**CURRICULUM LEADERS**

A. **Curriculum Leader**

1. The Association acknowledges that the District in its sole discretion may establish Curriculum Leader position(s). Employees in the classification of Curriculum Leader are excluded from the bargaining unit and are not subject to this Agreement.
2. In the event of the furlough of temporary professional employee(s) or professional employee(s) who are members of Federation, the Administration agrees to eliminate one (1) Curriculum Leader position for each professional employee or temporary professional employee member of Federation who is furloughed.
3. Terms and conditions of employment and compensation for Curriculum Leaders are separate from this agreement.

4. Any Curriculum Leader who taught in CVSD immediately prior to accepting an appointment as a Curriculum Leader, and who is tenured as a professional employee and did not have a break in service, shall be credited with seniority in accordance with the School Code for time spent as a Curriculum Leader.

APPENDIX A

TEACHERS' SALARY SCALES

2017-18

STEP	BACHLOR	MASTERS	M+15	M+30	M+45	PHD
1	45,217	45,970	46,723	47,475	48,228	49,984
2	46,417	47,170	47,923	48,675	49,428	51,184
3	48,217	48,970	49,723	50,475	51,228	52,984
4	49,917	50,670	51,423	52,175	52,928	54,684
5	51,617	52,370	53,123	53,875	54,628	56,384
6	53,317	54,070	54,823	55,575	56,328	58,084
7	55,052	55,805	56,558	57,310	58,063	59,819
8	56,352	57,105	57,858	58,610	59,363	61,119
9	56,852	57,605	58,358	59,110	59,863	61,619
10	57,352	58,105	58,858	59,610	60,363	62,119
11	57,877	58,630	59,383	60,135	60,888	62,644
12	58,377	59,130	59,883	60,635	61,388	63,144
13	58,957	59,710	60,463	61,215	61,968	63,724
14	59,560	60,313	61,066	61,818	62,571	64,327
15	59,890	61,132	61,814	62,245	62,901	65,059
16	74,514	76,460	77,110	77,544	78,192	80,356
17	93,412	96,757	97,536	98,539	99,446	102,107
18	104,812	108,157	108,936	109,939	110,846	113,507



2018-19

STEP	BACHLOR	MASTERS	M+15	M+30	M+45	PHD
1	45,717	46,470	47,223	47,975	48,728	50,484
2	46,917	47,670	48,423	49,175	49,928	51,684
3	48,217	48,970	49,723	50,475	51,228	52,984
4	50,017	50,770	51,523	52,275	53,028	54,784
5	51,717	52,470	53,223	53,975	54,728	56,484
6	53,417	54,170	54,923	55,675	56,428	58,184
7	55,152	55,905	56,658	57,410	58,163	59,919
8	56,802	57,555	58,308	59,060	59,813	61,569
9	58,102	58,855	59,608	60,360	61,113	62,869
10	58,602	59,355	60,108	60,860	61,613	63,369
11	59,102	59,855	60,608	61,360	62,113	63,869
12	59,627	60,380	61,133	61,885	62,638	64,394
13	60,127	60,880	61,633	62,385	63,138	64,894
14	60,707	61,460	62,213	62,965	63,718	65,474
15	61,007	62,249	62,931	63,362	64,018	66,176
16	74,714	76,660	77,310	77,744	78,392	80,556
17	93,612	96,957	97,736	98,739	99,646	102,307
18	106,812	110,157	110,936	111,939	112,846	115,507

3.5

1.22  
220

1490

2019-2020

STEP	BACHLOR	MASTERS	M+15	M+30	M+45	PHD
1	46,217	46,970	47,723	48,475	49,228	50,984
2	47,417	48,170	48,923	49,675	50,428	52,184
3	48,717	49,470	50,223	50,975	51,728	53,484
4	50,017	50,770	51,523	52,275	53,028	54,784
5	51,817	52,570	53,323	54,075	54,828	56,584
6	53,517	54,270	55,023	55,775	56,528	58,284
7	55,252	56,005	56,758	57,510	58,263	60,019
8	56,902	57,655	58,408	59,160	59,913	61,669
9	58,552	59,305	60,058	60,810	61,563	63,319
10	59,852	60,605	61,358	62,110	62,863	64,619
11	60,352	61,105	61,858	62,610	63,363	65,119
12	60,852	61,605	62,358	63,110	63,863	65,619
13	61,377	62,130	62,883	63,635	64,388	66,144
14	61,877	62,630	63,383	64,135	64,888	66,644
15	62,207	63,449	64,131	64,562	65,218	67,376
16	74,914	76,860	77,510	77,944	78,592	80,756
17	93,812	97,157	97,936	98,939	99,846	102,507
18	108,762	112,107	112,886	113,889	114,796	117,457

2020-2021

	BACHLOR	MASTERS	M+15	M+30	M+45	PHD
1	46,717	47,470	48,223	48,975	49,728	51,484
2	47,917	48,670	49,423	50,175	50,928	52,684
3	49,217	49,970	50,723	51,475	52,228	53,984
4	50,517	51,270	52,023	52,775	53,528	55,284
5	51,817	52,570	53,323	54,075	54,828	56,584
6	53,617	54,370	55,123	55,875	56,628	58,384
7	55,352	56,105	56,858	57,610	58,363	60,119
8	57,002	57,755	58,508	59,260	60,013	61,769
9	59,002	59,755	60,508	61,260	62,013	63,769
10	60,302	61,055	61,808	62,560	63,313	65,069
11	61,602	62,355	63,108	63,860	64,613	66,369
12	62,102	62,855	63,608	64,360	65,113	66,869
13	62,602	63,355	64,108	64,860	65,613	67,369
14	63,127	63,880	64,633	65,385	66,138	67,894
15	63,457	64,699	65,381	65,812	66,468	68,626
16	75,114	77,060	77,710	78,144	78,792	80,956
17	94,012	97,357	98,136	99,139	100,046	102,707
18	110,712	114,057	114,836	115,839	116,746	119,407

2021-2022

	BACHLOR	MASTERS	M+15	M+30	M+45	PHD
1	47,217	47,970	48,723	49,475	50,228	51,984
2	48,417	49,170	49,923	50,675	51,428	53,184
3	49,717	50,470	51,223	51,975	52,728	54,484
4	51,017	51,770	52,523	53,275	54,028	55,784
5	52,317	53,070	53,823	54,575	55,328	57,084
6	53,617	54,370	55,123	55,875	56,628	58,384
7	55,452	56,205	56,958	57,710	58,463	60,219
8	57,102	57,855	58,608	59,360	60,113	61,869
9	58,752	59,505	60,258	61,010	61,763	63,519
10	60,402	61,155	61,908	62,660	63,413	65,169
11	62,052	62,805	63,558	64,310	65,063	66,819
12	63,352	64,105	64,858	65,610	66,363	68,119
13	63,852	64,605	65,358	66,110	66,863	68,619
14	64,352	65,105	65,858	66,610	67,363	69,119
15	64,682	65,924	66,606	67,037	67,693	69,851
16	75,314	77,260	77,910	78,344	78,992	81,156
17	94,212	97,557	98,336	99,339	100,246	102,907
18	112,712	116,057	116,836	117,839	118,746	121,407

**APPENDIX B**  
**EXTRACURRICULAR ACTIVITY STIPENDS**

Charlies Valley SD							
ACTIVITY	POSITION	BLD		1%	1%	1%	1%
Coaching Stipend		Bld	2016-17	2017-18	2018-19	2019-20	2020-21
							2021-22
Aquatic Director	HS		\$6,908	\$6,977	\$7,047	\$7,117	\$7,188
Baseball-Head Coach	HS		\$7,557	\$7,633	\$7,709	\$7,786	\$7,864
Baseball-Asst Coach	HS		\$4,634	\$4,680	\$4,727	\$4,774	\$4,822
Baseball-Head Coach	JR-H		\$3,429	\$3,463	\$3,498	\$3,533	\$3,568
Baseball-Asst Coach	JR-H		\$2,767	\$2,795	\$2,823	\$2,851	\$2,879
Basketball Boys-Head Coach	HS		\$9,497	\$9,592	\$9,688	\$9,785	\$9,883
Basketball Boys-Asst Coach	HS		\$4,750	\$4,798	\$4,845	\$4,894	\$4,943
Basketball Boys-Head Coach	JR-H		\$4,309	\$4,352	\$4,396	\$4,440	\$4,484
Basketball Boys-Asst Coach	JR-H		\$3,273	\$3,306	\$3,339	\$3,372	\$3,406
Basketball-Boys-Head Coach	MS		\$3,954	\$3,994	\$4,033	\$4,074	\$4,115
Basketball-Boys-Asst Coach	MS		\$3,649	\$3,685	\$3,722	\$3,760	\$3,797
Basketball-Girls-Head Coach	HS		\$9,497	\$9,592	\$9,688	\$9,785	\$9,883
Basketball-Girls-Asst Coach	HS		\$4,750	\$4,798	\$4,845	\$4,894	\$4,943
Basketball-Girls-Head Coach	JR-H		\$4,309	\$4,352	\$4,396	\$4,440	\$4,484
Basketball-Girls-Asst Coach	JR-H		\$3,273	\$3,306	\$3,339	\$3,372	\$3,406
Basketball-Girls-Head Coach	MS		\$3,954	\$3,994	\$4,033	\$4,074	\$4,115
Basketball-Girls-Asst Coach	MS		\$3,649	\$3,685	\$3,722	\$3,760	\$3,797
Cheerleading-Head Fall	HS		\$3,126	\$3,157	\$3,189	\$3,221	\$3,253
Cheerleading-Head Winter	HS		\$3,126	\$3,157	\$3,189	\$3,221	\$3,253
Cheerleading-Asst Fall	HS		\$1,930	\$1,949	\$1,969	\$1,988	\$2,008
Cheerleading-Asst Winter	HS		\$1,930	\$1,949	\$1,969	\$1,988	\$2,008
Cheerleading-Head Fall	MS		\$1,367	\$1,381	\$1,394	\$1,408	\$1,423
Cheerleading-Head Winter	MS		\$1,367	\$1,381	\$1,394	\$1,408	\$1,423
Cross country-Head	HS		\$3,898	\$3,937	\$3,976	\$4,016	\$4,056
Cross country-Asst	HS		\$2,375	\$2,399	\$2,423	\$2,447	\$2,471
Cross country-Head	MS		\$2,375	\$2,399	\$2,423	\$2,447	\$2,471
Equipment -fall	HS		\$4,304	\$4,347	\$4,391	\$4,434	\$4,479
Equipment -winter	HS		\$4,304	\$4,347	\$4,391	\$4,434	\$4,479
Equipment -manager	MS		\$2,541	\$2,566	\$2,592	\$2,618	\$2,644
Football-Head Coach	HS		\$10,685	\$10,792	\$10,900	\$11,009	\$11,119
Football-Asst Coach	HS		\$6,093	\$6,154	\$6,215	\$6,278	\$6,340
Football-Head Coach	JR-H		\$4,884	\$4,933	\$4,982	\$5,032	\$5,082
Football-Asst Coach	JR-H		\$4,065	\$4,106	\$4,147	\$4,188	\$4,230
Football-Head Coach	MS		\$4,636	\$4,682	\$4,729	\$4,776	\$4,824
Football-Asst Coach	MS		\$2,831	\$2,859	\$2,888	\$2,917	\$2,946
Golf Head Coach	HS		\$7,224	\$7,296	\$7,369	\$7,443	\$7,517
Golf Asst Coach	HS		\$2,718	\$2,745	\$2,773	\$2,800	\$2,828
Lacrosse Boys-Head Coach	HS		\$4,884	\$4,933	\$4,982	\$5,032	\$5,082
Lacrosse Boys-Asst Coach	HS		\$2,375	\$2,399	\$2,423	\$2,447	\$2,471
Lacrosse Girls-Head Coach	HS		\$4,884	\$4,933	\$4,982	\$5,032	\$5,082
Lacrosse Girls-Asst Coach	HS		\$2,375	\$2,399	\$2,423	\$2,447	\$2,471
Soccer-Boys-Head Coach	HS		\$7,338	\$7,411	\$7,485	\$7,560	\$7,636
Soccer-Boys-Asst Coach	HS		\$4,499	\$4,544	\$4,589	\$4,635	\$4,682
Soccer-Boys-Head Coach	JR-H		\$3,543	\$3,578	\$3,614	\$3,650	\$3,687
Soccer-Boys-Asst Coach	JR-H		\$2,767	\$2,795	\$2,823	\$2,851	\$2,879
Soccer-Boys-Head Coach	MS		\$3,543	\$3,578	\$3,614	\$3,650	\$3,687
Soccer-Boys-Asst Coach	MS		\$2,767	\$2,795	\$2,823	\$2,851	\$2,879
Soccer-Girls-Head Coach	HS		\$7,338	\$7,411	\$7,485	\$7,560	\$7,636
Soccer-Girls-Asst Coach	HS		\$4,499	\$4,544	\$4,589	\$4,635	\$4,682
Soccer-Girls-Head Coach	JR-M		\$3,543	\$3,578	\$3,614	\$3,650	\$3,687
Soccer-Girls-Asst Coach	JR-M		\$2,767	\$2,795	\$2,823	\$2,851	\$2,879
Softball Girls-Head Coach	HS		\$7,557	\$7,633	\$7,709	\$7,786	\$7,864
Softball-Girls-Asst Coach	HS		\$4,634	\$4,680	\$4,727	\$4,774	\$4,822
Softball Girls-Head Coach	JR-H		\$3,543	\$3,578	\$3,614	\$3,650	\$3,687
Softball-Girls-Asst Coach	JR-H		\$2,767	\$2,795	\$2,823	\$2,851	\$2,879
Strength Coach-Fall-Asst	HS		\$1,714	\$1,731	\$1,748	\$1,766	\$1,784
Strength Coach-Winter-Asst	HS		\$1,714	\$1,731	\$1,748	\$1,766	\$1,784
Strength Coach-Spring-Asst	HS		\$1,714	\$1,731	\$1,748	\$1,766	\$1,801



Strength Coach-Asst. Summer	HS	\$1,714	\$1,731	\$1,748	\$1,766	\$1,784	\$1,801
Swim Coordinator	HS	\$9,168	\$9,260	\$9,352	\$9,446	\$9,540	\$9,636
Swimming Asst. Coach	HS	\$2,850	\$2,879	\$2,907	\$2,936	\$2,966	\$2,995
Swimming Head Coach	MS	\$3,943	\$3,982	\$4,022	\$4,062	\$4,103	\$4,144
Swimming Asst. Coach	MS	\$1,871	\$1,890	\$1,909	\$1,928	\$1,947	\$1,966
Tennis Boys Head Coach	HS	\$3,429	\$3,463	\$3,498	\$3,533	\$3,568	\$3,604
Tennis Boys Asst. Coach	HS	\$2,375	\$2,399	\$2,423	\$2,447	\$2,471	\$2,496
Tennis Girls Head Coach	HS	\$3,429	\$3,463	\$3,498	\$3,533	\$3,568	\$3,604
Tennis Girls Asst. Coach	HS	\$2,375	\$2,399	\$2,423	\$2,447	\$2,471	\$2,496
Track Coordinator	HS	\$10,041	\$10,141	\$10,243	\$10,345	\$10,449	\$10,553
Track Coordinator	MS	\$5,432	\$5,486	\$5,541	\$5,597	\$5,653	\$5,709
Track Asst. Coach	HS	\$4,634	\$4,680	\$4,727	\$4,774	\$4,822	\$4,870
Track Asst. Coach	MS	\$2,491	\$2,516	\$2,541	\$2,566	\$2,592	\$2,618
Indoor Track Head Coach	HS	\$2,734	\$2,761	\$2,789	\$2,817	\$2,845	\$2,873
Indoor Track Asst. Coach	HS	\$1,928	\$1,947	\$1,967	\$1,986	\$2,006	\$2,026
Volleyball Girls Head Coach	HS	\$4,884	\$4,933	\$4,982	\$5,032	\$5,082	\$5,133
Volleyball Girls Asst. Coach	HS	\$2,375	\$2,399	\$2,423	\$2,447	\$2,471	\$2,496
Volleyball Girls Head Coach	MS	\$2,375	\$2,399	\$2,423	\$2,447	\$2,471	\$2,496
Volleyball Girls Asst. Coach	MS	\$1,871	\$1,890	\$1,909	\$1,928	\$1,947	\$1,966
Volleyball Boys Head Coach	HS	\$4,884	\$4,933	\$4,982	\$5,032	\$5,082	\$5,133
Volleyball Boys Asst. Coach	HS	\$2,375	\$2,399	\$2,423	\$2,447	\$2,471	\$2,496
Volleyball Boys Head Coach	MS	\$2,375	\$2,399	\$2,423	\$2,447	\$2,471	\$2,496
Volleyball Boys Asst. Coach	MS	\$1,871	\$1,890	\$1,909	\$1,928	\$1,947	\$1,966
Wrestling Head Coach	HS	\$8,905	\$8,994	\$9,084	\$9,175	\$9,267	\$9,359
Wrestling Asst. Coach	HS	\$4,750	\$4,798	\$4,845	\$4,894	\$4,943	\$4,992
Wrestling Head Coach	JR-H	\$3,954	\$3,994	\$4,033	\$4,074	\$4,115	\$4,156
Wrestling Asst. Coach	JR-H	\$2,848	\$2,876	\$2,905	\$2,934	\$2,964	\$2,993
Extended Season Stipend-Head		\$780	\$788	\$796	\$804	\$812	\$820
Extended Season Stipend-Asst.		\$389	\$393	\$397	\$401	\$405	\$409
Intramural Coordinator		\$8,989	\$9,079	\$9,170	\$9,261	\$9,354	\$9,448
Intramural Sponsor	HS	\$21.81	\$22.03	\$22.25	\$22.47	\$22.70	\$22.92
Intramural Sponsor	MS	\$21.81	\$22.03	\$22.25	\$22.47	\$22.70	\$22.92

Chartes Valley SD ACTIVITY	POSITION	BLD	Cost 2016-17	1% 2017-18	1% 2018-19	1% 2019-20	1% 2020-21	1% 2021-22
3-5 Alternative	Coordinator	HS	\$1,898	\$1,917	\$1,936	\$1,956	\$1,975	\$1,995
3-5 Alternative	Instructor	HS	\$31.18	\$31.49	\$31.81	\$32.12	\$32.45	\$32.77
Anime Club	Sponsor	HS	\$1,000	\$1,010	\$1,020	\$1,030	\$1,041	\$1,051
Art Club	Sponsor	HS	\$2,604	\$2,630	\$2,656	\$2,683	\$2,710	\$2,737
Band Marching	Director	HS	\$9,129	\$9,220	\$9,312	\$9,406	\$9,500	\$9,595
Band Marching	Associate	HS	\$5,855	\$5,914	\$5,973	\$6,032	\$6,093	\$6,154
Band Marching	Co-Asst	HS	\$4,436	\$4,480	\$4,525	\$4,570	\$4,616	\$4,662
Brain Teaser	Sponsor	MS	\$582	\$588	\$594	\$600	\$606	\$612
Business Activities	Director	HS	\$2,355	\$2,379	\$2,402	\$2,426	\$2,451	\$2,475
Charvalettes	Director	HS	\$3,994	\$4,034	\$4,074	\$4,115	\$4,156	\$4,198
Charvalettes	Asst Director	HS	\$2,395	\$2,419	\$2,443	\$2,468	\$2,492	\$2,517
Choral	Director	HS	\$1,367	\$1,381	\$1,394	\$1,408	\$1,423	\$1,437
Class-Sr.	Sponsor	HS	\$2,117	\$2,138	\$2,160	\$2,181	\$2,203	\$2,225
Class-Jr.	Sponsor	HS	\$2,117	\$2,138	\$2,160	\$2,181	\$2,203	\$2,225
Class-Soph	Sponsor	HS	\$2,117	\$2,138	\$2,160	\$2,181	\$2,203	\$2,225
Class-Fr.	Sponsor	HS	\$2,117	\$2,138	\$2,160	\$2,181	\$2,203	\$2,225
Dept. Chair		HS	\$3,133	\$3,164	\$3,196	\$3,228	\$3,260	\$3,293
Dance Chaperone	Chaperone	HS	\$31.17	\$31.48	\$31.80	\$32.11	\$32.44	\$32.76
Dance Chaperone	Chaperone	MS	\$30.24	\$30.54	\$30.85	\$31.16	\$31.47	\$31.78
Detention/monitor	Per Sem	HS	\$1,953	\$1,973	\$1,992	\$2,012	\$2,032	\$2,053
Detention/monitor	Annual	MS	\$1,953	\$1,973	\$1,992	\$2,012	\$2,032	\$2,053
Detention/monitor	Annual	IS	\$977	\$987	\$997	\$1,007	\$1,017	\$1,027
GSA	Sponsor	HS	\$1,200	\$1,212	\$1,224	\$1,236	\$1,249	\$1,261
VIDEO	Coordinator	District	\$3,118	\$3,149	\$3,181	\$3,212	\$3,245	\$3,277
Drama-Sponsor	Sponsor	HS	\$1,814	\$1,832	\$1,850	\$1,869	\$1,888	\$1,907
Drama-Asst	Assistant	HS	\$1,198	\$1,210	\$1,222	\$1,234	\$1,247	\$1,259
Drama-Sponsor	Sponsor	MS	\$1,352	\$1,366	\$1,379	\$1,393	\$1,407	\$1,421
First Robotic Team	Sponsor	HS	\$2,764	\$2,792	\$2,820	\$2,848	\$2,876	\$2,905
Literary Magazine	Sponsor	HS	\$1,816	\$1,834	\$1,853	\$1,871	\$1,890	\$1,909
French Club	Sponsor	HS	\$582	\$588	\$594	\$600	\$606	\$612
German Club	Sponsor	HS	\$582	\$588	\$594	\$600	\$606	\$612
Homebound	Instructor		\$31.18	\$31.49	\$31.81	\$32.12	\$32.45	\$32.77
Interact Club	Sponsor	HS	\$2,375	\$2,399	\$2,423	\$2,447	\$2,471	\$2,496
Intramurals	Sponsor	HS	\$3,792	\$3,830	\$3,868	\$3,907	\$3,946	\$3,985
Majorettes	Director	HS	\$3,477	\$3,512	\$3,547	\$3,582	\$3,618	\$3,654
Majorettes	Assistant	HS	\$1,657	\$1,674	\$1,690	\$1,707	\$1,724	\$1,742
Mock Trial/ Debate	Sponsor	HS	\$2,734	\$2,761	\$2,789	\$2,817	\$2,845	\$2,873
Musical	Director	HS	\$2,764	\$2,792	\$2,820	\$2,848	\$2,876	\$2,905
Musical	Asst Cor. D	HS	\$1,598	\$1,614	\$1,630	\$1,646	\$1,663	\$1,680
Musical ProG. Elem.			\$949	\$958	\$968	\$978	\$988	\$997
NAQT	Sponsor	HS	\$800	\$808	\$816	\$824	\$832	\$841
NHS	Sponsor	HS	\$1,723	\$1,740	\$1,758	\$1,775	\$1,793	\$1,811
NHS-Jr-Sponsor	Sponsor	MS	\$1,154	\$1,166	\$1,177	\$1,189	\$1,201	\$1,213
NHS-Jr-Advisor	Advisor	MS	\$578	\$584	\$590	\$596	\$601	\$607
Newspaper	Sponsor	MS	\$1,206	\$1,218	\$1,230	\$1,243	\$1,255	\$1,268
Renaissance	Coordinator	HS	\$780	\$788	\$796	\$804	\$812	\$820
SADD/Tenn Inst	Coordinator	HS	\$2,306	\$2,329	\$2,352	\$2,376	\$2,400	\$2,424
Saturday Detention Per Semester	Sponsor	HS	\$1,953	\$1,973	\$1,992	\$2,012	\$2,032	\$2,053
Sound/Stage/Light	Technician	H/M	\$228	\$230	\$233	\$235	\$237	\$240
Spanish Club	Sponsor	HS	\$582	\$588	\$594	\$600	\$606	\$612
STREAM	Sponsor	HS	\$1,200	\$1,212	\$1,224	\$1,236	\$1,249	\$1,261
Student Council	Sponsor	HS	\$3,907	\$3,946	\$3,986	\$4,025	\$4,066	\$4,106
Student Council	Sponsor	MS	\$1,953	\$1,973	\$1,992	\$2,012	\$2,032	\$2,053
Thespian Club	Sponsor	HS	\$1,542	\$1,557	\$1,573	\$1,589	\$1,605	\$1,621
Ult Frisbee	Sponsor	HS	\$1,000	\$1,010	\$1,020	\$1,030	\$1,041	\$1,051
United Nation Club	Sponsor	HS	\$944	\$953	\$963	\$973	\$982	\$992
Yearbook	Sponsor	H	\$2,053	\$2,074	\$2,094	\$2,115	\$2,136	\$2,158
Yearbook	Sponsor	M	\$1,230	\$1,242	\$1,255	\$1,267	\$1,280	\$1,293
Concerts	Choral	IS	\$224	\$226	\$229	\$231	\$233	\$235
Concerts	Instrumental	IS	\$224	\$226	\$229	\$231	\$233	\$235

Concerts	Orchestra	IS	\$224	\$226	\$229	\$231	\$233	\$235
Concerts	C/O/O	MS	\$224	\$226	\$229	\$231	\$233	\$235
Band Director	Director	MS	\$1,367	\$1,381	\$1,394	\$1,408	\$1,423	\$1,437
Orchestra Director	Director	MS	\$1,367	\$1,381	\$1,394	\$1,408	\$1,423	\$1,437
Orchestra/Jazz Band Director	Director	HS	\$1,367	\$1,381	\$1,394	\$1,408	\$1,423	\$1,437
Academic Study Hall Monitor	Monitor	MS	\$31.18	\$31.49	\$31.81	\$32.12	\$32.45	\$32.77
PSSA Prep		MS	\$31.18	\$31.49	\$31.81	\$32.12	\$32.45	\$32.77
Chess Club Sponsor	Sponsor	MS	\$582	\$588	\$594	\$600	\$606	\$612
Mentor Teacher (Per Semester)			\$258	\$261	\$263	\$266	\$268	\$271
Math Honor Society	Sponsor	HS	\$1,542	\$1,557	\$1,573	\$1,589	\$1,605	\$1,621
Dance troupe	Assistant	HS	\$1,657	\$1,674	\$1,690	\$1,707	\$1,724	\$1,742

**CHARTIERS VALLEY SCHOOL DISTRICT GRIEVANCE FORM**

**GRIEVANCE NUMBER:** \_\_\_\_\_

**BARGAINING UNIT:**

☐

CVFT

☐

CVSPA

☐

SPFPA

☐

CVESPA

1. The aggrieved individual(s) is (are) to complete the top portion and, in Step 1, the statement of the grievance where indicated under STEP 1. He / She (They) and his / her (their) representative must also sign their names where indicated. The name of the individual to whom the grievance is being submitted, along with the date it is being submitted, must be noted. The Human Resource Department will provide a number. This number can be entered when the grievance is filed (by calling the Human Resource Department for a number).
2. The individual to whom the grievance is submitted in STEP 1 must provide his / her response (STEP 1 - RESPONSE), check whether the grievance is DENIED or RESOLVED, sign it, and note the date it is returned to the union.
3. If the union wishes to appeal the grievance to Step 2, the union representative must complete the top portion of STEP 2, noting his / her name in the "Appealed By" block, who it is being sent to in Step 2 in the "Appealed To" block (this will be different for each union) and the date it is being appealed to Step 2.
4. The individual to whom the grievance is appealed to in STEP 2 must provide his / her response (STEP 2 RESPONSE), check whether the grievance is DENIED or RESOLVED, sign it, and note the date it is returned to the union.
5. Per the CVFT agreement, the unions' Step 3 appeal is to Arbitration. The CVFT must strike through STEP 3 and immediately proceed to STEP 4 - APPEAL TO ARBITRATION. The CVESPA and CVSPA must exhaust all steps before proceeding to Arbitration. (STEP 4 on the report).
6. Please PRINT all the information required except "signature" blocks where a handwritten signature is required. Each individual who responds in any step should make a copy for his / her records. For the District - if the grievance is resolved in any step, the original must be returned to the Human Resource Department where a full and final copy will be returned to the appropriate bargaining unit.

<b>STEP 2 - APPEAL:</b> Please provide additional comments as necessary.		
NOTE: If a separate document is used please note that and attach.		
Appealed By:	Appealed To:	Date Appealed:
<b>STEP 2 - RESPONSE:</b>		
NOTE: If a separate document is used please note that and attach.		
DENIED <input style="width: 40px; height: 20px;" type="checkbox"/>	RESOLVED <input style="width: 40px; height: 20px;" type="checkbox"/>	Date:
Signature of:		
<b>STEP 3 - APPEAL:</b> Please provide additional comments as necessary.		
NOTE: If a separate document is used please note that and attach.		
Appealed By:	Appealed To:	Date Appealed:
<b>STEP 3 - RESPONSE:</b>		
NOTE: If a separate document is used please note that and attach.		
DENIED <input style="width: 40px; height: 20px;" type="checkbox"/>	RESOLVED <input style="width: 40px; height: 20px;" type="checkbox"/>	Date:
Signature of:		
<b>STEP 4: APPEAL TO ARBITRATION:</b>		
		Date:
		Signature of:



Grievant(s):	Occupation / Building / Department:
Please Print	
Date / Time of Alleged Grievance:	Place of Alleged Grievance:
STEP 1: Complete statement of alleged grievance (including witnesses present), references to law or contract articles which provide the basis for the grievance, and redress requested:	
NOTE: If a separate document is used please note that and attach.	
Signature of Grievant(s)	Signature of Association Representative
Submitted to (Name of Principal / Supervisor):	Date Submitted:
STEP 1 - RESPONSE:	
NOTE: If a separate document is used please note that and attach.	
DENIED <input type="checkbox"/>	RESOLVED <input type="checkbox"/>
Date:	Signature of Principal / Supervisor:

## APPENDIX D

### CHARTIERS VALLEY SCHOOL DISTRICT

Approvals:

### JOB DESCRIPTION

Superintendent: \_\_\_\_\_

Date of Last Revision: \_\_\_\_\_

**POSITION TITLE:** INSTRUCTIONAL PRACTITIONER

**DEPARTMENT:** Determined by content area

**LOCATION:** High / Middle / Intermediate / Primary Schools.

**REPORTS TO:** Building Principal

**OBJECTIVE:** To assist and support the assigned master/lead classroom teacher in providing comprehensive instructional services in the content area specified; to assist students of varying capabilities and aptitudes to allow them to maximize their educational experience; to read, understand and apply all district policies and procedures uniformly; to help students overcome problems that may impede learning; to work with parents and guardians when students require special assistance and one to one involvement.

### **QUALIFICATIONS:**

1. Bachelor's degree in the content area required.
2. Valid Pennsylvania Department of Education certification.
3. Previous experience in public, private or specialized schools including student teaching.
4. Demonstrated ability to communicate (verbal and written) clearly with all stakeholders including the Board, Administration, Parents, students, etc.
5. Demonstrated knowledge of the content area as assessed by administration and the department head.
6. Working knowledge of computer software programs, including: email system and Microsoft Office including Word, Excel and Power Point; knowledge of current school technology is preferred.
7. Demonstrated knowledge of the principals and practices of educational systems, educational testing and measurement, and the psychology of learning.
8. Demonstrated ability to control a classroom of students.
9. Ability to perform all essential functions of the position with or without accommodation
10. Maintain a valid Pennsylvania State Drivers License with ability to travel to other schools within the confines of the District.

### **ESSENTIAL FUNCTIONS:**

1. Provides instructional support in the content area to students of varying ability and aptitude in compliance with district curriculum and PDE standards; insures understanding; assesses knowledge on a regular basis.

2. Assist in the Implementation of the curriculum as approved by the district; assist the classroom teacher in the development of lesson plans and be responsible for the implementation of the curriculum and the instruction of the students in the absence of the classroom teacher.
3. Assist in the Implementation of individual educational programs to meet special needs of students.
4. Develops a working knowledge of and regularly utilizes technology in presenting the districts curriculum; uses multi-media as necessary and available.
5. Assist the classroom teacher monitoring and interpreting student performance and protects confidentiality according to all regulations and guidelines.
6. Assist in the processing of referrals to appropriate school personnel for students who are struggling.
7. Schedules students and parents for individual conferences per building guidelines as needed.
8. Counsels students on individual needs and aids them in achieving objectives; Identifies and counsels potential problem and 'at risk' students.
9. Confers with parents and participates in parent / teacher conferences, evening parental informational meetings, open houses, pupil personnel meetings and whenever deemed necessary by administrators; serves as a resource for parents and parent groups.
10. Administers state and standardized tests.
11. Assist the classroom teacher to discover and develop special abilities of students; identifies special needs and aptitudes of students; works to resolve student educational handicaps.
12. Provides information about tutors, summer schools, and alternative education programs to students in need of assistance or credit recovery;
13. Consults with administration, teachers, and other school personnel as needed or appropriate.
14. Develops a positive relationship with parents, students and the community at large.
15. Attends in-service training and participates as a presenter when appropriate.
16. Discusses matters of student discipline with administrators as needed.
17. Completes duties assigned by building principal during scheduled duty periods and in compliance with the collective bargaining agreement.
18. Meets assigned schedules and reports to work on times specified; remains for the scheduled period of time.
19. Cover classes as a substitute when directed by the building Principal(s).
19. Performs other duties as directed by the building Principal or the Superintendent.

#### **ERGONOMICS:**

- |    |                          |                                       |
|----|--------------------------|---------------------------------------|
| 1. | Sitting:                 | 50% of the workday                    |
| 2. | Standing:                | 20% of the workday                    |
| 3. | Walking – Flat Surfaces: | 15% of the workday                    |
| 4. | Walking – Stairs:        | 5% of the workday                     |
| 5. | Bending:                 | 5% of the workday                     |
| 6. | <u>Lifting:</u>          | 5% of the workday                     |
|    | 0 – 10 lbs:              | 75% of the time lifting is occurring. |
|    | 11 – 20 lbs:             | 25% of the time lifting is occurring. |
|    | 21 – 30 lbs:             | 0% of the time lifting is occurring.  |
|    | 31 + lbs:                | 0% of the time lifting is occurring.  |

#### **TERMS OF EMPLOYMENT:**

Pennsylvania Criminal Record Check, Child Abuse Clearance and FBI Fingerprint Clearance required; physical and TB test requirements as mandated by the Pennsylvania Public School Code of 1949 as amended.

**EVALUATION:**

Evaluation will be completed annually by the Building Principal on instruments specified by PDE and in accordance with the Boards policy on evaluation of professional personnel.

## APPENDIX E

### MEMORANDUMS OF UNDERSTANDING

1. Revised Stipends - Marching Band Director, Charvallettes Sponsor, Marching Sponsor, Assistant Charvallettes Sponsor, Assistant Marching Band Sponsor, Auditorium Manager, and Athletic Chaperones (2008-2009)
2. Salary Payment After Return From Leave of Absence (3/15/2010)
3. Reassignment of Teacher During Preparation Period (10/26/2006)
4. Creation of Intramural Coordinator Position (5/06/2009)
5. Creation of National Junior Honor Society – NJHS (2/18/2010)
6. Creation of Brain Teasers Club (3/15/2010)
7. Department Head Stipends (11/22/2005)
8. Interpretation / Department Head Language (10/26/2005)
9. Changes in Observations and Evaluations (9/24/2007)
10. Teaching Schedule – Middle School (6-8) (5/20/2003)
11. Hybrid CIHS Statistics Class and Hybrid Economics Class (2009-2010)
12. Creation of Camp Invention and Virtual Academy Positions (2/10/2009)
13. On-Line Economics Class (2008-2009)
14. Creation of Blended Schools (Blackboard) Support Coach (2010-2011)
15. Creation of “Classrooms for the Future” Coaches (2009-2010)
16. Report Card, Lesson Plans, Teacher Observations (2001-2002)
17. Creation of Technology Coaching Positions (2007-2008)
18. Revision to Balance of Contract/Payroll Elections (2009-2010)
19. Creation of Lacrosse Coaches Stipend (2008-2009 school year)
20. Hourly Stipend for Curriculum Writing (06/23/2006)
21. Extended Uncompensated Leaves of Absence/Board Policy No. 339 (2010-2011)

