

SOUTHMORELAND EDUCATION ASSOCIATION

SOUTHMORELAND
SCHOOL DISTRICT

COLLECTIVE BARGAINING AGREEMENT

2024-2025

2025-2026

2026-2027

2027-2028

2028-2029



“CULTIVATING
LIFELONG LEARNERS
READY FOR AN EVER-
CHANGING WORLD”

www.southmoreland.net
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**ARTICLE I
RECOGNITION**

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

**ARTICLE II
RESPONSIBILITY OF PARTIES TO AGREEMENT**

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

**ARTICLE III
TERMS OF AGREEMENT**

The term of this Agreement shall begin on July 1, 2024 and shall continue in full force and effect until June 30, 2029 or until such later date as the two (2) parties may hereinafter mutually agree. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto. Where

this contract provides for any increase in insurance benefits, or new insurance program(s), such increase or new program(s) shall become effective with carrier approval. The employer shall be responsible for contracting within three (3) business days after the signing of this contract.

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

A. No Lockout / No Strikeout Provision

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195 of 1970 and as has been or may be subsequently amended by the Pennsylvania State Legislature. As a condition of the various provisions to which the parties have agreed, the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement, and the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement.

B. Separability

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

C. Statutory Savings

This Agreement shall not be construed to deny or restrict any professional employee from such rights as he/she may have under the Public School Code of 1949, as amended, the Public Employee's Relations Act, commonly known as Act 195, or any other statute of the United States or Commonwealth of Pennsylvania that may be applicable.

D. Discrimination

The Association and the Board shall not discriminate against any professional employee on the basis of race, creed, color, national origin, sex, age, disability, or lawful concerted activities for the purpose of collective bargaining mutual aid and protection, bargaining collectively, or refraining from any or all such activities, in accordance with the laws of the United States and the Commonwealth of Pennsylvania.

**ARTICLE V
GRIEVANCE PROCEDURE**

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

Step 1.

- a. Person or persons initiating the alleged grievance during the school year shall present the grievance, in writing and on a form provided by the employer, to the first level supervisor (High School Principal, Middle School Principal, Elementary Principal, or Primary Center Principal) within twenty (20) business days after its occurrence or when the grievant knew or should have known of its occurrence. During the period of time between the last working day of a school year and the first working day of the subsequent school year, if the necessary signatories are not available, the Superintendent or designee and the Association President or designee may mutually agree to suspend the twenty (20) business day timeline until such a time that the necessary parties are available to attempt to resolve the grievance.
- b. The first level supervisor shall reply in writing to the grievance within ten (10) business days after initial presentation of the grievance. The Superintendent shall be considered the first level supervisor for those areas in which he/she has direct responsibility: i.e. salary, etc.
- c. Any grievance arising out of a situation in which the Association and District agree the immediate supervisor is without authority to act shall be submitted in writing to the Superintendent with a copy going simultaneously to the involved immediate supervisor(s). The processing of such a grievance shall commence at Step Two and may follow through all remaining levels of the grievance procedure. All timelines from Level Two throughout the remainder of the grievance procedure shall remain in effect.

Step 2.

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

Step 3.

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

C. Rights of Teachers to Representation

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

**ARTICLE VI
WORK YEAR AND HOURS OF EMPLOYMENT**

A. Work Year

1. The school calendar shall provide for one hundred eighty (180) teaching days, four (4) in-service days, and (2) clerical days for a total of 186 days.
 - a. One (1) clerical day will be scheduled by the employee, for a total of seven (7) hours before the first day of in-service and instruction. This seven (7) hour period may be scheduled as a single day, or by increments to total seven (7) hours.
 - b. One (1) clerical day will be scheduled by the District on the next business day immediately following the last day of instruction.
 - c. Of the in-service days, one (1) shall be either a day of in-service or an equivalent of seven (7) one (1) hour work sessions not to exceed one (1) per month during the school term as further described in subsection d, below.
 - d. At the District's discretion, one (1) in-service day may be converted to its hours equivalent, namely seven (7) hours and employees shall be expected to complete pre-approved professional development. Said professional development may be completed by employees at their own pace and schedule. A final in-service day shall be scheduled for the day following the last clerical day after student days are over and employees who have completed their full allotment of professional

development shall be excused from attending.

e. Extended Days:

- i. The teacher may be asked to work eight and one-half (8 ½) hours up to seven (7) times in accordance with subsection c, above, when requested to do so by the building administrator. The seven (7) one (1) hour extended days may be used in lesser amounts of not less than fifteen (15) minutes per day. The additional hours will generally be used for, although not limited specifically to: tutorial sessions, building meetings, parent conferences, bus duty, curriculum writing, and other activities necessary to the operation of the school and school district.
- ii. Teachers will be notified as early as possible, but not less than one (1) week prior to the extended day, unless there is an emergency. If a conflict arises, accommodations will be made between the teacher and administrator regarding the scheduled time. Additional time will not be scheduled on a Friday, or the day before a holiday. The notice will include the amount of the one (1) hour to be used and the duty assignment.

B. Work Day

The Board of Education of the Southmoreland School District requires that each teacher be present for duty seven and one-half (7 ½) consecutive hours each school day, except in the case of "Meet the Teacher Night" and Parent-Teacher Conferences.

C. Meet the Teacher / Parent-Teacher Conferences

1. It shall be the obligation of all employees to attend one (1) "Meet the Teacher Night" annually as well as one (1) evening of Parent-Teacher Conferences. Said meetings shall be held in the evening for two (2) hours and three (3) hours respectively.
 - a. The two (2) hour "Meet the Teacher Night" session and the three (3) evening hours of Parent-Teacher Conferences will be determined by the administration and posted after being voted upon during the normal Board voting process to accept the proposed yearly District calendar to ensure sufficient planning time for professional staff.
 - b. As compensatory time for "Meet the Teacher Night" attendance, school shall be dismissed two (2) hours earlier than regular dismissal time on the last day preceding a holiday break (i.e., Thanksgiving Break, Winter Recess, Spring Recess).

- i. Individuals who do not participate in "Meet the Teacher Night" due to illness will be charged one-half ($\frac{1}{2}$) sick day when a medical excuse is provided.
 - ii. Specific to "Meet the Teacher Night", employees may report to "Meet the Teacher Night" after a sick day with no penalty.
 - iii. Individuals who do not participate in "Meet the Teacher Night" and do not provide a medical excuse will be charged one-half ($\frac{1}{2}$) personal day.
- c. As compensatory time for the three (3) mandatory evening hours for Parent-Teacher Conferences scheduled in November nearest to the Veteran's Day holiday, employees will complete their obligatory hours from 8 a.m. until noon (12 p.m.) the following day, which must immediately precede a non-school day.

D. Lunch Period

Total work day hours specified in this Article shall include a one half ($\frac{1}{2}$) hour duty-free lunch period. Employees may leave the building during the duty-free lunch period with notification to the Principal or Principal's designee. Any employee who has provided such notification shall sign out in the main office when leaving the building and sign in upon their return to the building.

E. Extended Work Year

1. Any and all positions created in order to staff the District's extended school year for eligible students shall follow the posting and hiring procedures found in this Agreement in Article VIII, Section C.
2. All extended school year staff shall be entitled to compensation for scheduled hours worked and one (1) hour of preparation time daily at one-and-a-half ($1\frac{1}{2}$) times the curriculum rate. The preparation shall occur outside of the extended school year working hours for each day that the extended school year is in session.

F. Flexible Instructional Days

In the event that the District has applied for and received approval to have Flexible Instructional Days as a method for adjusting the work year due to emergent conditions, the District shall use all available Flexible Instructional Days before requiring staff and students to make up any work day that is cancelled due to emergent circumstances.

**ARTICLE VII
TEACHING CONDITIONS**

A. Scheduling

1. Teacher schedules, class size, and course offering shall be assigned as equitably as possible.
2. Teachers shall be given a specific grade level and teaching assignments, via email no later than August 1st, and tentative class lists which will include specific grade level and teaching assignments. Notifications will be made via School Messenger no later than August 10th.
3. Preparation Period:
 - a. For the purposes of this section, instructional staff shall be defined as including, but not limited to: teachers, speech and language, etc.; and non-instructional staff shall be defined as including but not limited to: certified school nurses, school counselors, etc.
 - b. All instructional staff shall, in addition to their duty-free lunch period, have a daily uninterrupted preparation period that is equivalent in duration to a usual class period during which they shall not be assigned to any other duties, except in the case of emergency.
 - c. All non-instructional staff shall, in addition to their duty-free lunch period, have a daily preparation period that is equivalent in duration to a usual class period during which they shall not be assigned to any other duties, except in the case of emergency. It is understood and agreed that, due to the on-call nature of their position, the preparation period for non-instructional staff may not be uninterrupted.
4. The secondary school day shall include a maximum of six (6) hours and fifteen (15) minutes of instructional time. No secondary teacher shall be required to teach more than eight (8) periods per day, inclusive of an intervention period, except in case of emergency.
5. In Grade K-5, specialists, also known as itinerant teachers, will be scheduled to teach each homeroom dictated by the master schedule.
 - a. Classroom teachers in K-5 will be scheduled for a maximum of three (3) PLC meetings in a six (6) day cycle during a time when they are not otherwise scheduled for their daily preparation period or their lunch.

- b. Elementary teachers shall not be assigned duties during periods when specialists are teaching except in emergencies.
6. Itinerant teachers may be used as deemed necessary to meet the instructional needs of students in the event of staff shortages in exchange for renumeration as outlined in Article VII, Section B, below.

B. Coverage of Classes

1. If a staff member is absent from their duties and no substitute is available, the building administrator shall request employees to cover the absent employee's professional responsibilities. Such requests shall be subject to the following provisions:
 2. At the High School and Middle School:
 - a. Coverage shall first be assigned to any volunteers on a rotating basis.
 - b. In the event there are insufficient volunteers, the administrator will assign an employee to cover the class on a rotating basis with teachers who are not assigned a class for the period of need.
 - c. All employees, regardless of volunteer status, who do not receive a preparation period shall be compensated for one hour at curriculum rate in effect for the school year.
 - d. Bargaining unit members that absorb students from another classroom in a period that disrupts the regularly planned instruction for that period shall be compensated for one (1) hour at the curriculum rate in effect for the school year.
 3. At the Elementary and Primary School:
 - a. All bargaining unit members that do not receive their preparation period shall be compensated for one (1) hour at the curriculum rate in effect for the school year.
 - b. All bargaining unit members absorbing students and providing planned instruction to those students from an absent bargaining unit member's class shall be compensated for two (2) hours at the curriculum rate in effect for the school year.
 - i. Any such absorption of students from another class shall be of the same grade level as the bargaining unit member's class.

- ii. A bargaining unit member shall only absorb students to provide coverage from one absent bargaining unit member on any given day.
4. Any bargaining unit member not assigned to a grade level who is directed to assume the professional responsibilities of an absent bargaining unit member for the entire professional day, which causes the bargaining unit member to miss at least three (3) scheduled classes, shall be compensated for two (2) hours at the curriculum rate.
5. All bargaining unit members who are eligible for compensation for providing class coverage shall submit an “Extra-Curricular Activities Payroll Time Report” to their respective building principals at the conclusion of each week for which payment is owed. Compensation for class coverage shall be included in the member’s normal paycheck.

C. Safe Working Conditions

1. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. The employer agrees to abide by all federal, state, and local safety laws and regulations.
2. Employees will notify their Building Principal and Director of Facilities and Operations of any unsafe conditions in their classrooms or on school property. Notifications must be completed on the online maintenance portal.
3. The District shall, jointly with the Association, develop Crisis Response Teams in each building for responding to situations where individuals create an unsafe working environment. These Crisis Response Teams will be comprised of teachers, administrators, counselors, security, and support staff. All members of these Crisis Response Teams will be formally trained in de-escalation techniques.
4. The District shall reimburse employees the replacement cost (not to exceed \$200 annually) for damage or destruction of clothing or personal property used in the performance of his or her duties in the school or on school premises when the employee is the victim of an assault, and is not reimbursed by the assailant.

D. Online and Alternative Learning Platforms

1. Definitions:

For the purposes of this agreement, the following definitions shall apply:

- a. Traditional Instruction is the instruction of the whole set of students simultaneously and in the immediate location of the instructor.

- b. Online Learning is the use of technology to instruct students that are separated from the immediate location of the instructor.
- c. Synchronous Instruction is instruction where the content is delivered by the instructor and received by students simultaneously.
- d. Asynchronous Instruction is instruction where the content is delivered by the instructor through means that allows the students to receive the instruction at a later date or time, but within the time constraints of the course syllabus.
- e. Hybrid Learning is the use of technology to provide asynchronous instruction to one set of students, while simultaneously providing instruction to another set of students in the immediate location of the instructor.
- f. Dual-Format Instruction is the use of technology to provide synchronous instruction to one set of students, while simultaneously providing instruction to another set of students in the immediate location of the instructor.

2. Implementation:

The District and Association agree that the various methods of Online Learning may be necessary to provide continuing education to the students of the District in both short-term and long-term emergency situations. However, to ensure appropriate rigor, the following conditions apply:

- a. Long-term Emergency Situations:
 - i. The District may direct the bargaining unit to provide whole-class online learning via synchronous instruction or asynchronous instruction only.
 - ii. The District shall provide training to the bargaining unit regarding “best practices” and technological assistance for teaching via synchronous instruction or asynchronous instruction prior to the implementation of the District’s chosen instructional model.
 - iii. If the District and/or the Association wishes to change the mode of instruction, it shall meet with the other party to determine the best course of action for the students and staff. Any changes to instructional models must adhere to state regulations and reporting guidelines.
- b. Short-term Emergency Situations:

- i. The District may direct the bargaining unit to provide whole-class online learning via asynchronous instruction or online learning only.
 - ii. The District shall provide reasonable time for bargaining unit members to prepare for remote learning in short-term emergency situations, provided they are known in advance of the emergency, such as in the event of predicted severe weather.
- c. Individual Circumstances and Non-Emergency Situations:
- i. Any bargaining unit member assigned to teach a class via online learning shall do so through synchronous instruction, with said class(es) being counted toward the teacher's course load.
 - ii. At no time shall a bargaining unit member be directed to teach a class using dual-format instruction; all bargaining unit members shall have only one audience at a time for which instruction shall be provided.
 - iii. If the District and Association identify a course that would benefit from dual-format instruction, and a bargaining unit member voluntarily agrees to teach that course within their regular schedule, that bargaining unit member would be compensated for one (1) hour at the curriculum rate for each instructional day.
 - iv. Any bargaining unit member directed to provide online learning via remote instruction to an individual or individuals in a class that otherwise is receiving traditional instruction (i.e.: homebound instruction) shall be compensated for one (1) hour at the curriculum rate for each instructional day if the bargaining unit member does not have a dedicated instructional period or duty related to online instruction.
- d. Southmoreland Online Learning Academy (SOLA)
- i. The District may use technological means to provide classes, courses, or instruction through cyber education provided that:
 - a. The use of cyber education shall not be used to demote, reduce in scope, furlough, non-renew, eliminate, or divert any bargaining unit member or bargaining unit positions,
 - b. The use of cyber education shall not be used to reduce, eliminate, or transition the current curricular offerings from the traditional setting to the cyber education setting,

- c. The use of cyber education shall not be used as an alternative to expanding the current curricular offerings of the District in the traditional classroom setting, and
 - d. The Association reserves the right to request to bargain with the District in the event the Association desires to reclaim any and all such bargaining unit work associated with SOLA.
- ii. If the District seeks to provide a space within the District building(s) where cyber education students may work during the regular school day, the student(s) must be monitored by staff within the building.
 - a. No bargaining unit member shall be directed to monitor a SOLA student(s) during their preparation period or duty-free lunch.
 - b. Any bargaining unit member present in a room used for cyber education shall be considered a monitor only and have no instructional responsibilities for the course content.
 - iii. In the event a student with an Individualized Education Plan chooses SOLA as their preferred method of receiving instruction and a bargaining unit member is assigned as the case manager, the IEP team will convene to determine the level of services appropriate for online instruction.

E. Outside Credits / Dual Enrollment

- 1. The District may offer outside credit programs for its students with the following limitations:
 - a. The course or its equivalent is not currently offered through the District's internal curriculum, or is not offered due to insufficient enrollment, or the course cannot fit in a student's schedule;
 - b. The course or its equivalent was not removed from the District's internal curriculum within the past three (3) years for reasons other than insufficient enrollment;
 - c. No bargaining unit member or bargaining unit position shall be demoted, reduced in scope, furloughed, non-renewed, or eliminated as a result of the District's offering of dual enrollment programs.

**ARTICLE VIII
RIGHTS OF EMPLOYEES**

A. Just Cause

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

B. Criticism of Teachers

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

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

C. Vacancies and Transfers

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

A transfer of position shall be defined as: a move between buildings, a change between grade levels Kindergarten through fifth (5th) grade, or a change between certified content areas that the bargaining unit member is currently teaching.

1. Posting of Vacancies

- a. Whenever a vacancy arises and has been approved by the Board of Education, the Superintendent shall promptly notify the Association and post notice for no less than ten (10) calendar days before the position is filled. Positions shall be posted with accompanying job description, qualifications, and salary, if applicable. Interested applicants must have their written requests to be considered for the vacant position to the Office of the Superintendent on or before the date and time stated on the position advertisement.
- b. During those periods when school is not in session, notification of vacancies shall be made to the professional employee by electronic means and by the District's messaging system notifying staff to check their District-provided email.

2. Filling of Vacancies Via Voluntary Transfer

- a. When a present employee is bidding for any bargaining unit vacancy against non-employee applicant, the board agrees to fill the position with

the bargaining unit member. A professional vacancy created by or approved by the Southmoreland School Board that occurs on or after August 1st, will be advertised according to Article VIII, Section C, Subsection 1. If an existing employee is awarded the position, the employee will not actually fill the position until the subsequent school year.

- b. In the event a bargaining unit member applies for transfer and is denied, the district will bear the burden of proof that it is beneficial to the students and/or academic programs to deny said voluntary transfer. This will be provided in writing to the employee. Employees shall suffer no loss in rights, benefits, or privileges as a result of a transfer or request for transfer. When a request for a voluntary transfer to a vacant position has been denied based on the outlined criteria, the employee must be notified by meeting with their supervisor and association representative. If the employee is not satisfied with the result of the meeting, the employee may:
 - i. Schedule a meeting with his/her immediate administrative supervisor to review the transfer and personally present his/her case within five (5) days.
 - ii. The administrative supervisor will give written notice of the decision to the teacher within two (2) days of the meeting as scheduled in part “a” above.
 - iii. If the decision of the immediate supervisor is not acceptable to the employee, he/she may, within ten (10) days of the decision, appeal said decision to the Superintendent. The decision of the Superintendent will be supplied in writing to the employee.
- c. In the event that realignment is necessary to prevent a furlough of a bargaining unit member, this section will be subject to the terms of Article VIII, Section D.

3. Involuntary Transfers

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

- a. Qualified volunteers shall be considered first.
- b. A meeting between the bargaining unit member, their representative and administration must occur to notify someone of involuntary transfer or reassignment by July 1st, preceding the school year in which the transfer or reassignment is to be affected unless a vacancy occurs after that date. In

such event that a position becomes available after July 1st, but before August 1st, persons to be transferred must be notified within five (5) business days of Administration becoming aware of the vacancy via a meeting with the bargaining unit member, representative, and administration. During this meeting the district shall bear the burden of proof that the involuntary transfer was in the best interest of the students and/or academic programs. Reasoning shall be provided in writing to the member within ten (10) business days.

- c. Involuntary transfers or reassignments may not be made for arbitrary or capricious reasons.
- d. When notice of an involuntary transfer has been received by a professional employee, the employee may:
 - i. Schedule a meeting with his/her immediate administrative supervisor to review the transfer and personally present his/her case within five (5) business days.
 - ii. The administrative supervisor will give written notice of the decision to the teacher within ten (10) business days of the meeting as scheduled in part “a” above.
 - iii. If the decision of the immediate supervisor is not acceptable to the employee, he/she may, within ten (10) business days of the decision, appeal said decision to the Superintendent.
 - iv. If the decision of the Superintendent is not satisfactory to the employee, he/she may within ten (10) business days appeal to the Board.

4. Scope and Responsibility

- a. This Agreement section titled “Vacancies and Transfers” shall apply only to vacancies occurring or transfers made within the bargaining unit.
- b. If the process set forth in “Posting of Vacancies, Filling of Vacancies, Voluntary and Involuntary Transfers” is adhered to, then the decision of the Board shall be final and binding.
- c. An involuntary transfer shall not be made more than once in a three (3) year period unless the transfer is necessary to comply with Article VIII, Section D. However an individual that has been involuntarily transferred may request a transfer should a position become available within the three (3) year timeframe.

- d. The bargaining unit member shall be compensated for reasonable preparation time to make the necessary change, but this time will not exceed fifteen (15) hours at the non-curricular rate.
- e. When a bargaining unit member is involuntarily transferred per the terms of this section. The District shall provide assistance to move the unit members personal teaching equipment and materials to the new classroom/location. This must be completed by one week prior to the first in-service day of the year.

D. Furlough and Recall

In the event a furlough or recall of professional staff becomes necessary, the District agrees to furlough, realign, and recall staff in accordance with the requirements of the Pennsylvania School Code of 1949, as amended, and other applicable state and federal law and regulation, as may be amended. A copy of the most recent version of the relevant School Code provision(s) shall be attached to this Agreement as Appendix E.

E. Seniority

1. Seniority as herein used shall mean the relative status of employees with respect to total length of service with the District.
2. The parties agree that during the term of this agreement, the seniority list as posted and accepted on October 15 of each school year shall be the official order of seniority for all bargaining unit members employed by the District prior to that school year. Beginning with the 1987-1988 school year, length of service shall be the total service with the District from the employee's first day worked since last date of hire. Employees who share the same first day worked shall be placed on the seniority list based on the results of a lottery system.
3. Seniority shall continue to accrue during furlough and sabbaticals covered under the School Code and all Board approved leaves.
4. Regular part-time professional employees
 - a. An employee who has been furloughed and recalled to a part-time position, or an employee demoted to a part-time position, shall accrue seniority as if he were employed full-time.
 - b. An employee who initially accepts a position of permanent employment on a part-time basis will accrue seniority on a pro-rata basis. In the event that said employee is furloughed and later recalled to a permanent position on a part-time basis, seniority will continue to accrue on a pro-rata basis.

5. Any vacancy that occurs due to resignation, discharge, leave of absence, etc. shall first be subjected to the terms of Article VIII, Section C.
6. A seniority list shall be posted by October 15 of each school year which shall include the date hired and indicate the seniority for each employee as of the date of the signing of the Agreement.
7. Each employee shall have a period of thirty (30) business days after the posting of the yearly up-to-date seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest will be considered after thirty (30) business days of the posting of the seniority list, and the list shall be considered as final.

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

F. Retraining

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

G. Individualized Education Programs

1. Teachers designated by the Superintendent to write Individualized Education Programs (IEPs) under Individuals with Disabilities Education Act (IDEA) 2004 will be compensated at the rate of pay for extra work (Article XIV, Section G) if assigned over and above the regular school day, or be given release time. Compensation and/or release time must be pre-approved by the Superintendent or the superintendent's designee.
2. In scheduling students with Individualized Education Programs, the District will adhere to the Least Restrictive Environment (LRE) and Educational Placement for Students with Individualized Education Programs (IEPs) policy of the

Pennsylvania Department of Education. Students with Individualized Education Programs will be scheduled in classrooms with their non-disabled peers on an equitable basis.

H. Evaluation

1. Prior to filling any observation form or evaluation report on an employee's performance of his/her professional duties, the employee's immediate supervisor shall confer with the employee.
2. The immediate supervisor and said employee shall confer no later than five (5) business days following the date of the observation or evaluation.
3. At least one (1) business day prior to the conference, the employee shall be given a copy of any observation form or evaluation report.
4. No observation form or evaluation report shall be placed in the employee's file prior to the conference with his/her immediate supervisor.
5. An employee who has been transferred involuntarily into a subject area in which he/she has not taught for the preceding five (5) years, and who receives a rating of "failing" or "needs improvement" in the first year of the new assignment, shall be placed on a Plan of Improvement which will include the assignment of a mentor to be agreed upon by the Administration and the Association.
6. When an employee receives an overall unsatisfactory rating on their final evaluation, he/she shall be evaluated by a higher-level administrator. The latter evaluation shall also be placed in the employee file.
7. A classroom observation period shall be defined as a time segment between fifteen (15) and forty-five (45) minutes. Following each traditional observation, including pre-observation, post-observation conference, and follow-up walk-through, the immediate supervisor must complete the approved evaluation form.
8. Evaluation reports shall be provided on the PDE provided form and will include when pertinent:
 - a. Strengths of the employee as evidenced during the period since the previous report, as noted on the data collection instrument.
 - b. Areas where the employee could improve as evidenced during the period since the previous report, as noted on the data collection instrument.
 - c. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein a need for

improvement has been indicated.

- d. Administration has duty to provide opportunities to implement suggestions for improvement.
9. The District will utilize the evaluation model as developed by the Pennsylvania Department of Education and as aligned with Chapter 49 of the School Code, as amended.
 - a. The rating tool consists of the one-page rating form used by LEAs to record the results of the data collection process which provides for a potential overall rating of Failing, Needs Improvement, Proficient or Distinguished. The rating form sets numeric values for these four rating levels on a zero to three point scale.
 - b. The rating tool includes descriptions of the four areas or domains set forth in Act 82 for teacher observation and practice. The four domains are as follows: planning and preparation; classroom environment; instruction; and professional responsibilities. The rating tool provides descriptions of educator performance or behavior at the four different rating levels in the four areas or domains.
 - c. The district will establish an evaluation committee to discuss and review the PDE educator evaluation system and its provisions and guidelines. The committee will be comprised of district selected members and association selected members. The committee will not exceed eight members with equal representations from each of the selecting groups. The criteria for the elective elements or evaluation criteria not established by PDE shall be mutually developed and agreed upon.
 10. Multiple sources of data (walkthroughs, observations, anecdotal data) will be used in the summative evaluation process.
 11. The evaluation process be focused on professional growth and shall not be used in a punitive, disciplinary, or retaliatory manner.
 12. All employees, except for those on the traditional supervision cycle, shall be given the choice of supervision available through the Professional Growth and Evaluation Program. The District shall not infringe nor otherwise attempt to influence the employee's decision. Employees can be placed into the Traditional Observation Cycle in consecutive years based upon summative evaluation data.

I. Personnel File

1. Employees shall have the right, upon request, to review the contents of their personnel file. An employee may request a copy, at his/her expense, of any

material in his/her file.

- a. Upon request, an appointment will be arranged during office hours.
 - b. The location of the personnel file of each employee shall be in the District Office.
 - c. The employee may be accompanied by any representative he/she chooses during a review of his/her personnel file.
2. No material derogatory to an employee's conduct, services (except observations and ratings), character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material and respond thereto in writing. A copy of such response shall be attached to the original material.
 3. The examination of an employee's file shall be limited to authorized personnel.

ARTICLE IX

FULL-TIME SUBSTITUTE TEACHERS AND REGULAR PART-TIME EMPLOYEES

A. Definitions

The Employer hires regular part-time professional employees who work on a regular basis throughout the course of the school year but who only work on a part-time basis.

The Employer hires long-term substitute teachers, also known as full-time substitute teachers, to fill the positions of any professional employees who are on any kind of leave that extends for more than eighty-nine (89) consecutive days in one (1) school year.

B. Full-Time Substitutes

1. A full-time substitute teacher, also known as long-term substitute teacher, is a substitute hired to teach for more than eighty-nine (89) consecutive days in the same position.
2. It is understood, agreed, and stipulated by the parties that full-time substitutes, also known as long-term substitutes, shall not accrue seniority rights while employed as substitutes.
3. Full-time substitutes, also known as long-term substitutes, receive their assignments and appointments by letter from the employer.
4. Full-time substitutes, also known as long-term substitutes, are required to have proper certification from the Department of Education as full-time permanent teachers.

5. Full-time substitutes, also known as long-term substitutes, work the same daily hours as full-time permanent teachers.
6. Full-time substitutes, also known as long-term substitutes, assume the same assignments as full-time permanent teachers.
7. Full-time substitutes, also known as long-term substitutes, are required to attend parent-teacher conferences and in-service days the same as full-time permanent teachers.
8. Full-time substitutes, also known as long-term substitutes, prepare lesson plans and determine students' grades as part of their duties, the same as full-time permanent teachers.
9. Full-time substitutes, also known as long-term substitutes, may be observed by their supervisors according to the same standards and procedures as those used for evaluating full-time permanent teachers.
10. It is understood, agreed, and stipulated that no employee shall achieve the status of long-term substitute, also known as full-time substitute, unless and until said employee has been employed for more than eighty-nine (89) consecutive days in one (1) school year in the same position, or unless said employee has prior assurance of an assignment of at least eighty-nine (89) consecutive days.
11. The District shall not arbitrarily move a substitute placed in a position to a different position for the purpose of circumventing the qualification of the individual for long term substitute status.
12. In the event that a substitute is placed in a position that is not expected to extend for more than eighty-nine (89) days and therefore qualify for long-term substitute status, and the placement of said substitute is extended such that the substitute does serve in the same position for more than eighty-nine (89) days in the same school year; compensation for said substitute as a long-term substitute will be retroactive to the first day of placement.
13. Full-time substitutes, also known as long-term substitutes, who desire to leave a long-term assignment prior to its end date shall provide the District with at least two (2) weeks notice.

C. Regular Part-Time Teachers

1. A regular part-time employee is a professional who is employed for at least one-half (1/2) day, three and one-half (3 ½) hours on a regular part-time basis.

2. Regular part-time employees shall perform all duties required of regular full-time employees and shall be extended a regular teaching contract.

D. Representation

It is understood, agreed, and stipulated that all regular part-time employees and long-term substitutes, also known as full-time substitutes, shall be represented by the Bargaining Unit.

**ARTICLE X
TEAM LEADERS**

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

**ARTICLE XI
EXTRACURRICULAR ACTIVITIES**

- A. The Board and the Association agree that extracurricular activities are worthwhile. Participation in extracurricular activities shall be voluntary, but encouraged by both the Board and the Association. Extracurricular activities shall be defined as meaningful activities beyond the normal teaching duties – instruction and supervision.
 1. Non-athletic extracurricular positions, or positions which may in the future become open, shall be offered to qualified members of the bargaining unit first.

Qualifications shall be set at the time of posting by the administration and the board.

2. Varsity head coaching positions which may become open, shall be offered to qualified members of the bargaining unit first. Qualifications shall be set at the time of posting by the administration and the board.
 3. Other athletic coaching positions shall be first posted to the bargaining unit members for 10 business days. Qualifications shall be set at the time of posting by the administration and the board with input from the varsity head coach.
 4. In a case where a bargaining unit member is not available to fill any extra-curricular position, a non-bargaining unit member shall fill the position and be compensated at the salary specified in the agreement.
 5. The board of education reserves the right to set job related qualifications for the aforementioned supplemental positions, and also the right to open supplemental positions as they see fit.
- B. Agreed upon salaries for non-athletic and athletic supplemental contracts are shown in Appendices B and C.

ARTICLE XII ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of Facilities

1. The non-profit use of public school facilities shall be made available to the Association upon request to the Superintendent or his duly authorized designee provided that said facilities are not already scheduled.
2. The use of the bulletin boards in the faculty room is permitted, provided the source of the material displayed is identified.

B. School Board Agendas

The President of the Association shall receive, prior to each meeting, a copy of the agenda for the monthly meeting of the Board of Education.

C. Conferences of Affiliates – Association Days

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

D. Dues and Maintenance of Membership

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

E. Information

The District agrees to provide information to the Association, in response to requests and in accordance with its responsibilities under Act 195 of 1970, or as it may be amended in the future, in a reasonable time frame, not to exceed ten (10) business days, unless an extension is mutually agreed-upon by the parties.

**ARTICLE XIII
REQUIRED MEETINGS OR HEARINGS**

- A. Whenever a professional employee is required to appear before the School Board concerning his/her professional status, the employee shall be given written notice of either five (5) business days or what is required by the School Code, whichever is greater, and the right to have an Association representative present to represent him/her, if requested (A dismissal requires ten (10) to fifteen (15) days notice [SC1127], as does a demotion [SC1151]).
- B. Whenever a professional employee is required to appear before the Administration for a Loudermill hearing which could result in the employee's dismissal he or she will be given five (5) business days notice and the right to have an Association representative be present if requested. An employee may waive the right to attend said hearing in writing.
- C. Whenever a professional employee is required to appear before the Administration or an investigator for an investigatory (Weingarten) interview (one which asks the employee to defend or explain his/her conduct that could lead to disciplinary action) he/she shall be given notice before the interview begins and the right to require an Association representative be present if requested.
- D. (1) Whenever a professional employee is required to meet with his/her Administrative superiors, and it is not an investigatory interview of that employee, but for other reasons including but not limited to: giving of instructions or training, corrections of work techniques, reminders of work requirements, or an investigation of some other employee or person or entity or of a complaint initiated by the employee, the employee shall be required to attend without advance notice or the right to an Association representative, but if during the course of the interview, the employee reasonably believes that he or she has become the subject of potential discipline, then he or she has the right to request an Association representative be present.
- (2) At the beginning of the meeting, the Administrator will announce the purpose of the meeting and limit his or her questions or statements to that subject. If the employee begins to comment on other matters, the Administrator will state: that subject is not the purpose of this meeting, and we do not have to discuss that at this meeting.

**ARTICLE XIV
WAGES AND SALARY PROVISION**

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

shall be executed by the parties and attached to and made part of this Agreement. The salary for a Non-School Code professional employee shall be the sole discretion of the Board.

A. Method of Pay

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

B. Training-Experience Step

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

C. Compensation for Credits Beyond the Last Degree

1. The Southmoreland School District shall pay amounts as remuneration for credits as listed below:
 - a. It is emphasized that totals are cumulative; i.e. applicable towards increments mandated in the scale for professional employees who have earned a Master's Degree or equivalent, not in addition to this increment.
 - b. Credits must be taken in the subject area being taught or in a related area. Education courses are considered to be in a related area. Credits earned through participation in workshops and/or in service days shall be

included in this category. Credits in any other area must have prior written approval of the Superintendent.

- c. The number of credits taken during the school term (semester) shall not exceed twelve (12).
- d. If the employee leaves the District and secures full-time employment with another entity for the periods of time immediately following the year in which the District paid for the credit set forth below, the employee shall reimburse the District or have deducted from any remuneration, including accumulated wages or other monies due, as follows:
 - i. If within twenty-four (24) months: one hundred percent (100%) of amount paid by the District,
 - ii. If more than twenty-four (24) months and up to thirty-six (36) months, then fifty percent (50%) of the amount paid by the District; and,
 - iii. If more than thirty-six (36) months, then no reimbursement is due.
- e. An official communication from the institution awarding credit must be filed with the Chief School Administrator as evidence of completion on or before September 1 of his/her evaluation and recommendation.

2. Compensation earned will be at actual cost per credit up to the following amount:

- a. After September 1, 2024: \$350
- b. After September 1, 2025: \$375
- c. After September 1, 2026: \$400
- d. After September 1, 2027: \$425
- e. After September 1, 2028: \$450

3. The employee must receive a grade of "C" or better in the courses taken and must provide a receipt from the university or college at which the course was taken, as the means of verifying cost per credit in order to receive reimbursement. The Superintendent may waive the grade requirement in situations which he deems exceptional.

4. Credit reimbursement shall be made within a sixty (60) day period following the March 1 and/or September 1 submission deadline, in a separate check and issued as a one-time payment which shall not be added to the base salary.

D. Retirement Allowance

1. Any bargaining unit member who retires while an employee of the Southmoreland School District, in accordance with retirement policies of the

Public School Code, Section 1122, and the policies of the Southmoreland School District, shall be entitled to receive certain additional compensation at the time of retirement. The amount and type of compensation is delineated in Article XIII, Section D, Subsections 2 and 3.

2. An employee who has completed at least fifteen (15) years of service with the Southmoreland School District or twenty (20) years of combined service as a professional employee with another District and Southmoreland School District who retires while this agreement is in effect shall receive the following into a non-elective 403(b) account of the District's choosing, whose plan documents shall be shared with the Association:

Ninety dollars (\$90) for each unused sick day, up to a maximum of two hundred and fifty (250) days.

3. Upon the death of a bargaining unit member, said payment in Section D, Subsection 2, above, shall be made to his/her beneficiary or estate.

E. Early Retirement Incentive

The parties agree that each year of this Agreement they shall engage in discussions regarding whether the Board shall offer an Early Retirement Incentive to the Association's employees. The discussions shall begin no later than January 10, and in the event the Board agrees to offer an Incentive, the matter shall be approved by public vote no later than the February Board meeting.

F. Extracurricular Activities

1. Each bargaining unit member employed in any extracurricular position listed in Appendices B and C shall be compensated according to the non-athletic and athletic supplemental salary schedules. Compensation for coaches or sponsors, beyond the last event of the regular season will be twenty-five dollars (\$25) per day of practice/competition not to exceed the WPIAL/PIAA regular scheduled season and playoff schedule. Head coaches or sponsors will report practice dates and coach participation for post-season to the athletic director or immediate supervisor.
2. Payment for athletic activities and marching band will be made in two (2) equal payments.
 - a. The first payment shall be made on the regular pay date immediately following the mid-point of the season, which shall be determined prior to the beginning of the activity by the appropriate supervisor for the activity.

- b. The second payment shall be made on the regular pay date following the conclusion of the activity and verification that any and all such issued equipment has been collected.
 - c. Any professional employee holding any extracurricular positions shall be in attendance for the duration of all practices, activities, and events except in case of absence approved by the Administrator.
 3. Payment for all other supplemental positions will be made once the duties have been fulfilled.
 4. These protections do not have the protection under tenure, and each appointment may be renewed or terminated each year.
 5. It is further understood that the wages, positions, and salaries as stated are applicable only if and when the employer authorizes the staff assigned to the position.
 6. If new positions are created in extracurriculars, minimum salaries will be negotiated.
 7. Splitting Extracurricular Positions
 - a. Subject to approval by the Board of Directors and Head Coach or Sponsor, any Assistant Coach or Sponsor position may be split in terms of responsibility and salary.
 - b. When an Assistant Coach or Sponsor position is split, each Assistant Coach or Sponsor shall receive one-half ($\frac{1}{2}$) the salary listed in Appendix B or C as appropriate.
 - c. Assistant Coaches shall be made aware of any such position splitting prior to posting, or prior to being approved by the Board of Directors, so any applicant may be made aware of the split and withdraw their application for consideration for a position which has been split, should they so choose.

G. Rate of Pay for Extra Work

1. Professional employees who are approved to perform curricular, instructional, or supervisory services in which the employee is responsible for instruction, safety, and/or well-being of students shall be compensated at the following rates:

2024-2025 school year: \$31.00 per hour

2025-2026 school year: \$31.50 per hour

2026-2027 school year: \$32.00 per hour

2027-2028 school year: \$32.50 per hour
2028-2029 school year: \$33.00 per hour

2. Professional employees who are approved for non-curricular or non-instructional services, and not directly supervising students, will receive sixteen dollars (\$16) per hour through the term of the Agreement.

H. Travel Pay

Any member of the bargaining unit who must travel during the course of his or her duties shall be reimbursed at the rate allowable by the Internal Revenue Service at the time of travel. This includes travel for coaching responsibilities, club activities, and other necessary travel for extracurricular activities and supplemental contracts.

I. Fringe Benefits

1. Hospitalization

- a. Westmoreland Intermediate Unit #7 Health Insurance Consortium Option PPO G to be continued in effect for the duration of the contract term, the employee's premium share of which shall be paid, pre-tax through payroll deduction, as follows:
 - i. Eight and three-quarter percent (8.75%) effective the first pay of September 2024, through the last pay of August 2025.

Nine percent (9.00%) effective the first pay of September 2025, through the last pay of August 2026.

Nine and one-quarter percent (9.25%) effective the first pay of September 2026, through the last pay of August 2027.

Nine and one-half percent (9.50%) effective the first pay of September 2027, through the last pay of August 2028.

Nine and three-quarter percent (9.75%) effective the first pay of September 2028, through the last pay of August 2029.
 - ii. Notification of benefit cost for the coming year will be made to the employees within one week of the time the district becomes aware of consortium costs.
 - iii. In the event that the parties fail to agree to a successor agreement prior to the expiration of this agreement, the actual premium share cost in dollars to each employee as calculated in subsection a.i, above, shall remain in effect and sunset upon such time that a successor agreement

has been ratified between the parties.

- b. In addition to the above plan, Westmoreland Intermediate Unit #7 Health Insurance Consortium Option PPO B at all similar levels (Single members and all others) shall be offered for the duration of the contract term at no cost to the employee. An employee shall have the option to elect the plan change according to the insurer's open enrollment policies.

2. Life Insurance

Group Term Life Insurance Policy shall be provided by the employer for all employees in the amount of fifty thousand dollars (\$50,000) (subject to Insurance Underwriter's approval).

3. Dental Coverage

The Board shall provide at no cost to the professional employee dental insurance equivalent to coverage provided during 2023-2024 fiscal year. Full coverage in accordance with the terms of United Concordia as provided through the Westmoreland County Healthcare Organization (WCHO) will be provided for the individual employee and family as appropriate. (Subject to Insurance Underwriter's approval). The term equivalent shall mean equal to or better than coverage provided during the 2023-2024 fiscal year.

4. Vision Coverage

The Board shall provide at no cost to the professional employee vision insurance coverage equivalent to coverage provided during the 2023-2024 fiscal year. Full coverage in accordance with the terms of National Vision Administrators (NVA) as provided through the Westmoreland County Healthcare Organization (WCHO) will be provided for the individual employee and family as appropriate. (Subject to Insurance Underwriter's approval). The term equivalent shall mean equal to or better than coverage provided during the 2023-2024 fiscal year.

5. Reservation of Rights

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

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

1. Regular part-time employees shall receive the same salary as regular full-time employees in accordance with the negotiated contract, pro-rated.

2. Full-time substitute teachers, also known as long-term substitute teachers, may be paid five thousand dollars (\$5,000) less than the annual starting salary listed in the school year salary schedules attached hereto.
3. Regular part-time employees and full-time substitute teachers, also known as long-term substitute teachers, shall be provided to the employee, hospitalization, major medical, life, dental, and vision insurances for the individual as provided by Article XII, Section I.
4. In the event that a full-time substitute teacher has assurance of an assignment of at least eighty-nine (89) consecutive days, five (5) sick days will be awarded in the same manner as they are awarded to full-time employees. When the position continues for more than eighty-nine (89) consecutive days, sick days will accumulate in the following manner:
 - 90-117 days – Add 1 sick day
 - 118-135 days – Add 1 sick day
 - 136-153 days – Add 1 sick day
 - 154-171 days – Add 1 sick day
 - 172-185 days – Add 1 sick day
5. Regular part-time employees and full-time substitute teachers, also known as long-term substitute teachers, shall receive one (1) personal day per year.

K. Waiver of Hospitalization Benefits

1. An employee whose spouse or parent works outside the school district and is covered by the spouse's or parent's hospitalization program may elect to accept four thousand dollars (\$4,000) per year in lieu of coverage.
2. Employees choosing this option shall notify the Business manager no later than May 1 for election in the following contract year.
3. Payment in lieu of benefits will be prorated and paid on the second pay of each month.
4. Employees wishing to re-enter the plan due to a life changing event, shall notify the business office of their intent.

**ARTICLE XV
LEAVES OF ABSENCE**

The parties agree that other employee benefits to be provided under this agreement are accurately reflected below and made part of this Agreement. Any changes in other employee benefits to which the parties may agree, conditioned upon a change in the terms of this Agreement, as

provided in Article III, shall be evidenced by a revised list of benefits which shall be executed by the parties and attached hereto and made part of this Agreement.

A. Compensated Sick Leave

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

B. Uncompensated Sick Leave

The Board shall grant leave without compensation to any tenured employee who finds it necessary to take an extended leave from his/her professional duties in accordance with the following terms:

1. If the extended leave begins after the first day of work in the contract year, but before January 1, the employee shall be placed on unpaid sick leave through the following June 30, or at an earlier date of the employee's choosing.
2. If the extended leave begins after January 1, the employee shall be placed on unpaid sick leave until the following January 1, or at an earlier date of the employee's choosing.
3. The employee may, at his/her election, reserve up to five (5) of his/her accumulated paid sick leave days for use upon returning from any extended unpaid sick leave, including from Family Medical Leave Act (FMLA) leave.
4. The parties agree that in any such uncompensated leave, the employee may elect to continue benefits at the employee's expense but shall not be entitled to the same.
5. Sick Leave Donation Plan:
 - a. When a District employee is absent on account of a catastrophic or long-term illness or disability, the District will, upon written request from the Association, enter into a voluntary sick leave donation plan conforming to the sample at Appendix D, unless the parties agree to a different form.

- b. The Association/PSEA/NEA agrees in any actions so defended, to indemnify and hold the District harmless for any monetary damages the District may be liable for as a consequence of its compliance with this Article, except that it is expressly understood that this save harmless provision shall not apply to any legal actions which may arise as a result of any misconduct on the part of the District.

C. Personal Leave Days

1. Three (3) personal leave days per year shall be provided for all members of the professional staff, to be used at the discretion of the employee. Effective with the start of the 2022-2023 work year, one (1) additional personal leave day shall be provided for employees who have reached fifteen (15) or more years of service, totaling four (4) per year for these members. One (1) of the ten (10) sick days received by a member of the professional staff each year may also be used as an additional personal day following the exhaustion of any/all accumulated personal days.
2. The Superintendent or designee shall be notified by the employee at least forty-eight (48) hours in advance of the date requested of a personal day when possible. The Superintendent may, at his or her discretion, waive this requirement.
3. A maximum of ten percent (10%) of the total staff at the elementary level (K-5) and ten percent (10%) of the staff at the secondary level (6-12) will be granted a personal day(s) on any given date(s). Written dated requests will be considered on a year-to-year basis and will be granted on a first-come, first-service basis. Requests to utilize more than 3 personal days consecutively must be made in writing to the superintendent or his designee.
4. Unused personal days shall accrue to a maximum of six (6) days. Employees will automatically carry forward all unused personal days from one work year to the next. Personal days in excess of six (6) days will be accrued as sick leave at the end of the work year.

D. Parental Leave

1. A parental leave not to exceed one (1) year in length shall be granted to professional employees for the purpose of rearing children recently born or adopted. However, upon request, the Board may grant an additional period of time. The employee shall provide the Superintendent with a minimum of thirty (30) days' notice at the beginning of said leave and a minimum of thirty (30) days' notice at the end of such leave.
2. While on parental leave, no salary shall be paid to said employee. The employee shall be entitled to continue insurance benefits at their own expense by remitting the cost to the District.

3. Employees may use accumulated sick leave while disabled during pregnancy. All fringe benefits shall apply during the period of such disability at no cost to the employee.
4. In cases where a pregnancy should terminate by medical complications, the bargaining unit member requesting leave retains the right to terminate the parental leave with thirty (30) days' notice to the employer.
5. The employee shall be entitled to resume his/her former position or a substantially equivalent position and shall enjoy all rights and privileges to which the employee was entitled at the commencement of such leave.

E. Legal Leave

1. Bargaining unit members called for Jury Duty or subpoenaed by the Court for school-related business shall be granted leave for the Court for this purpose.
 - a. An employee shall be paid the difference between his/her per diem salary and the amount received by him/her for such duty.
 - b. The employee shall suffer no loss of salary, benefits, or other contractual advantage as a result of such leave.
2. Bargaining unit members subpoenaed by the court for school related issues during non-working days shall be compensated at the daily per diem rate.
3. Bargaining unit members subpoenaed to court for reasons other than those stated above, who have prior approval by the Superintendent, shall receive approved leave with or without pay, at the discretion of the Superintendent.

F. Sabbatical Leave

1. Sabbatical leaves of absence for restoration of health shall be granted to any professional employee as outlined in Act 66 of 1996, which amended School Code provisions. Professional employees while on sabbatical leave of absence shall retain all rights granted as though they were in daily attendance.
2. An employee taking a sabbatical leave of absence for the purpose of restoration of health shall submit medical verification in writing indicating the need for the sabbatical. Prior to returning to full service, the employee must submit medical verification in writing indicating that the employee is able and capable of performing the job responsibilities to which the employee is assigned.
3. Upon return from a sabbatical leave, for restoration of health, the employee will be placed on the salary schedule at the level the employee would have achieved had the employee remained in full service.

4. The employee will be returned to the same position held prior to the sabbatical leave of absence for restoration of health. In the event that this position no longer exists upon the employee's return, a similar position will be assigned.

G. Leave for Professional Development

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

H. Classroom Occupational Exchange Leave

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

I. Bereavement Leave

1. Whenever an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary for said employee for an absence not in excess of five (5) consecutive business days, beginning on the business-day after the day of passing. One (1) of the five (5) days may be reserved for a memorial service that would take place at a later date.
 - a. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, daughter-in-law, son-in-law, grandchild, step-parent(s), and step-children, or near relative who resides in the same household, or any person with whom the employee has made his home.
 - b. The Superintendent may extend the period of absence, with pay, or allow for an unconventional arrangement of days, at their discretion (ex., for a Memorial Service six weeks later in which travel is necessary, and the employee may request to use two days after the passing, and three for travel and the service).
2. Up to three (3) business days shall be granted to an employee in the event of the death of a grandparent, brother-in-law, or sister-in-law of said employee. The Superintendent may extend the period of absence, with pay, or allow for an unconventional arrangement of days, at their discretion.
3. Whenever an employee is absent because of the death of a near relative of the employee or his/her spouse, there shall be no deduction in salary of said employee

for an absence not in excess of one (1) business day.

- a. The definition of near relative shall be defined as first cousin, aunt, uncle, niece, or nephew.
- b. The Superintendent may extend the period of absence, with pay, or allow for an unconventional arrangement of days, at their discretion.

J. Association Leave

1. An unpaid leave of absence for one (1) year, unless mutually agreed upon to extend, but in no event a time of greater than two (2) years will be granted to any bargaining unit member for the purpose of serving as an officer or staff member of PSEA at no cost to the District.
2. All seniority to which a bargaining unit member was entitled at the time of his/her leave commenced will be held in suspension and shall be restored at the end of said leave as if there were no intervening leave, and the member will be assigned an equivalent position upon his/her return. In all other respects, the member shall not be entitled to continuation of fringe benefits (unless continued at the individual's sole expense), allotment of paid time off or salary step credit for the duration of the Association Leave.

ARTICLE XVI MANAGEMENT RIGHTS

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

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

1. To manage and direct its employees including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, discipline for just cause subject to applicable law and the express terms of this Agreement.
2. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed.

3. To determine the District's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes.
4. To determine the size and composition of the work force in the District's organizational structure.
5. To determine when a job vacancy exists, the duties to be included in all job descriptions and the standards of quality and performance to be maintained.
6. To maintain the security of records and other important information.
7. To determine the overall budget.
8. To maintain and improve the efficiency and effectiveness of the District's operations.
9. To determine and implement necessary actions in emergency situations.

ARTICLE XVII
EFFECT OF AGREEMENT AND MODIFICATION

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

**ARTICLE XVIII
EFFECTIVE DATE AND SIGNATURES**

This Agreement is made and entered into this 24th day of June, 2024 by and between the Southmoreland School District and Southmoreland Education Association.

SOUTHMORELAND SCHOOL
DISTRICT

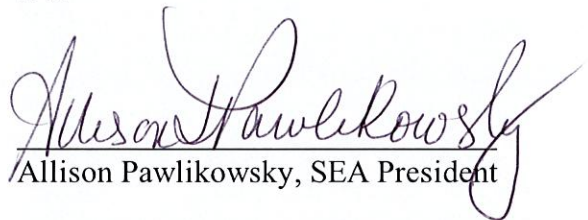
SOUTHMORELAND EDUCATION
ASSOCIATION

BY:

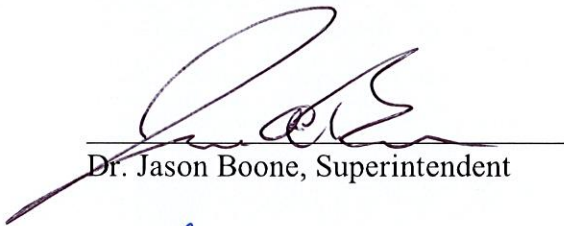
BY:



Duane Frund, Board President



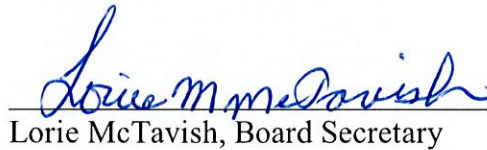
Allison Pawlikowsky, SEA President



Dr. Jason Boone, Superintendent



Kimberly Kelley, SEA Vice President



Lorie McTavish, Board Secretary

NOTES

**APPENDIX A
SALARY SCHEDULES**

<u>Bachelor's Salary Schedule</u>					
Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$47,150.00	\$49,196.00	\$51,163.16	\$53,336.67	\$55,574.37
2	\$47,931.40	\$49,799.00	\$52,318.83	\$54,715.21	\$56,957.56
3	\$48,380.21	\$50,424.00	\$52,885.70	\$55,067.76	\$57,379.08
4	\$48,641.00	\$51,076.00	\$53,521.80	\$55,940.21	\$58,337.64
5	\$49,320.00	\$51,755.00	\$53,924.57	\$56,345.44	\$58,842.17
6	\$50,253.84	\$52,469.00	\$54,879.22	\$57,296.05	\$59,786.38
7	\$50,640.00	\$53,225.00	\$55,600.03	\$57,830.00	\$60,533.03
8	\$51,327.08	\$53,912.00	\$56,292.74	\$58,862.09	\$61,514.10
9	\$51,761.00	\$54,346.00	\$58,264.12	\$59,326.14	\$61,988.15
10	\$53,261.00	\$55,846.00	\$59,563.74	\$61,655.74	\$63,594.61
11	\$55,526.00	\$58,611.00	\$61,145.08	\$63,209.00	\$65,090.41
12	\$59,103.00	\$62,443.00	\$65,150.00	\$67,136.26	\$68,800.78
13	\$65,750.00	\$69,055.00	\$72,250.00	\$74,750.00	\$75,866.11
14	\$74,250.00	\$75,000.00	\$78,457.78	\$79,849.00	\$83,146.29
15	\$81,132.00	\$83,767.00	\$86,450.15	\$88,675.00	\$90,575.79

<u>Master's Salary Schedule</u>					
Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$48,545.00	\$50,980.00	\$52,802.52	\$54,999.58	\$57,260.00
2	\$49,861.69	\$51,596.00	\$54,138.70	\$56,408.74	\$58,518.45
3	\$50,306.59	\$52,234.00	\$54,463.04	\$56,665.61	\$58,992.71
4	\$50,512.54	\$52,898.00	\$54,820.58	\$57,132.33	\$59,399.94
5	\$51,217.71	\$53,591.00	\$55,025.42	\$57,584.52	\$59,634.39
6	\$52,203.67	\$54,320.00	\$56,253.99	\$58,270.86	\$60,883.49
7	\$52,479.02	\$55,090.00	\$57,209.03	\$59,593.69	\$62,339.43
8	\$53,289.06	\$55,766.00	\$58,291.25	\$61,000.00	\$63,900.00
9	\$54,000.21	\$56,241.00	\$59,164.12	\$61,400.00	\$64,246.16
10	\$54,499.91	\$57,741.00	\$60,463.74	\$62,404.74	\$65,215.02
11	\$57,366.00	\$60,506.00	\$62,145.08	\$64,161.40	\$66,676.14
12	\$60,998.00	\$64,338.00	\$66,150.00	\$68,000.00	\$69,580.99
13	\$67,515.00	\$70,950.00	\$73,250.00	\$76,000.00	\$77,625.58
14	\$74,750.00	\$76,025.00	\$79,457.78	\$81,749.01	\$84,780.55
15	\$83,397.19	\$85,847.00	\$87,450.15	\$90,000.00	\$92,591.38

<u>Doctorate Salary Schedule</u>					
Step	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1	\$49,795.00	\$52,230.00	\$54,052.52	\$55,999.58	\$58,309.73
2	\$51,111.69	\$52,846.00	\$55,388.70	\$57,658.74	\$59,559.15
3	\$51,556.59	\$53,484.00	\$55,713.04	\$57,665.61	\$59,881.27
4	\$51,762.54	\$54,148.00	\$56,070.58	\$58,132.33	\$60,265.92
5	\$52,467.71	\$54,841.00	\$56,275.42	\$58,584.52	\$60,850.00
6	\$53,453.67	\$55,570.00	\$57,503.99	\$59,520.86	\$62,000.00
7	\$53,729.02	\$56,340.00	\$58,459.03	\$60,980.65	\$63,577.91
8	\$54,539.06	\$57,016.00	\$59,541.25	\$62,317.61	\$65,262.60
9	\$55,250.21	\$57,491.00	\$60,414.12	\$62,650.00	\$65,534.76
10	\$55,749.91	\$58,991.00	\$61,713.74	\$64,172.82	\$66,714.31
11	\$58,616.00	\$61,756.00	\$63,395.08	\$65,612.92	\$68,476.68
12	\$62,248.00	\$65,588.00	\$67,400.00	\$69,250.00	\$70,976.23
13	\$68,765.00	\$72,200.00	\$74,500.00	\$77,250.00	\$79,469.59
14	\$75,789.51	\$78,789.51	\$80,707.78	\$82,999.01	\$86,065.00
15	\$84,647.19	\$87,097.00	\$88,700.15	\$91,176.19	\$93,500.13

**APPENDIX B
NON-ATHLETIC SUPPLEMENTAL SALARIES**

Position	2024-25	2025-26	2026-27	2027-28	2028-29
<i>Clay Trap Supervisor</i>	\$1,950.00	\$1,950.00	\$1,975.00	\$2,000.00	\$2,025.00
<i>Assistant Clay Trap Supervisor</i>	\$1,450.00	\$1,450.00	\$1,475.00	\$1,500.00	\$1,525.00
<i>E-Sports Coordinator</i>	\$1,500.00	\$1,500.00	\$1,550.00	\$1,600.00	\$1,650.00
<i>Senior High Interact Club</i>	\$1,015.00	\$1,047.00	\$1,065.00	\$1,085.00	\$1,147.00
<i>Elementary Band</i>	\$2,133.00	\$2,133.00	\$2,175.00	\$2,218.00	\$2,262.00
<i>Elementary Chorus</i>	\$2,133.00	\$2,133.00	\$2,133.00	\$2,133.00	\$2,133.00
<i>Middle School Band</i>	\$2,315.00	\$2,315.00	\$2,361.00	\$2,408.00	\$2,456.00
<i>Middle School Chorus</i>	\$2,000.00	\$2,000.00	\$2,042.00	\$2,085.00	\$2,129.00
<i>NJHS sponsor</i>	\$ 700.00	\$ 714.00	\$ 750.00	\$ 765.00	\$ 780.00
<i>Middle School Student Council</i>	\$1,650.00	\$1,683.00	\$1,716.00	\$1,750.00	\$1,785.00
<i>Middle School Yearbook</i>	\$1,200.00	\$1,400.00	\$1,428.00	\$1,456.00	\$1,485.00
<i>Marching Band</i>	\$5,244.00	\$5,348.00	\$5,454.00	\$5,563.00	\$5,674.00
<i>Marching Band Assistant</i>	\$1,975.00	\$2,014.00	\$2,054.00	\$2,200.00	\$2,244.00
<i>High School Band</i>	\$2,600.00	\$2,652.00	\$2,705.00	\$2,759.00	\$2,814.00
<i>Jazz Band</i>	\$1,950.00	\$1,989.00	\$2,028.00	\$2,068.00	\$2,109.00
<i>Band Equipment Hauler</i>	\$ 750.00	\$ 765.00	\$ 780.00	\$ 795.00	\$ 810.00
<i>Band Equipment Hauler Assistant</i>	\$ 400.00	\$ 408.00	\$ 416.00	\$ 424.00	\$ 432.00
<i>Marching Band Instructor</i>	\$1,420.00	\$1,450.00	\$1,500.00	\$1,550.00	\$1,581.00
<i>Marching Band Instructor</i>	\$1,420.00	\$1,450.00	\$1,500.00	\$1,550.00	\$1,581.00
<i>Marching Band Instructor</i>	\$1,420.00	\$1,450.00	\$1,500.00	\$1,550.00	\$1,581.00
<i>Marching Band Instructor</i>	\$1,420.00	\$1,450.00	\$1,500.00	\$1,550.00	\$1,581.00
<i>Senior High Chorus</i>	\$4,150.00	\$4,150.00	\$4,150.00	\$4,150.00	\$4,233.00
<i>Homecoming</i>	\$ 550.00	\$ 561.00	\$ 600.00	\$ 612.00	\$ 624.00
<i>Senior High News</i>	\$1,265.00	\$1,290.00	\$1,315.00	\$1,341.00	\$1,367.00
<i>Senior High Student Council</i>	\$1,870.00	\$1,907.00	\$1,945.00	\$1,983.00	\$2,022.00

Position	2024-25	2025-26	2026-27	2027-28	2028-29
<i>NHS</i>	\$ 1,075.00	\$ 1,096.00	\$ 1,200.00	\$ 1,250.00	\$1,275.00
<i>Senior High Yearbook</i>	\$ 3,100.00	\$ 3,400.00	\$ 3,500.00	\$ 3,600.00	\$3,683.00
<i>Video/TV Coordinator</i>	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$1,581.00
<i>Stage Director</i>	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$2,091.00
<i>Stage Director</i>	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$2,091.00
<i>Musical Director</i>	\$ 2,000.00	\$ 2,040.00	\$ 2,100.00	\$ 2,150.00	\$2,193.00
<i>Musical Producer</i>	\$ 2,000.00	\$ 2,040.00	\$ 2,100.00	\$ 2,150.00	\$2,193.00
<i>Class Sponsor – 12</i>	\$ 1,660.00	\$ 1,693.00	\$ 1,726.00	\$ 1,760.00	\$1,795.00
<i>Class Sponsor – 12</i>	\$ 1,660.00	\$ 1,693.00	\$ 1,726.00	\$ 1,760.00	\$1,795.00
<i>Class Sponsor – 11</i>	\$ 1,660.00	\$ 1,693.00	\$ 1,726.00	\$ 1,760.00	\$1,795.00
<i>Class Sponsor – 11</i>	\$ 1,660.00	\$ 1,693.00	\$ 1,726.00	\$ 1,760.00	\$1,795.00
<i>Class Sponsor - 10</i>	\$ 985.00	\$ 1,004.00	\$ 1,024.00	\$ 1,044.00	\$1,064.00
<i>Class Sponsor - 10</i>	\$ 985.00	\$ 1,004.00	\$ 1,024.00	\$ 1,044.00	\$1,064.00
<i>Class Sponsor - 9</i>	\$ 985.00	\$ 1,004.00	\$ 1,024.00	\$ 1,044.00	\$1,064.00
<i>Class Sponsor - 9</i>	\$ 985.00	\$ 1,004.00	\$ 1,024.00	\$ 1,044.00	\$1,064.00
<i>YEA</i>	\$ 1,100.00	\$ 1,213.00	\$ 1,243.00	\$ 1,300.00	\$1,326.00
<i>Director Info. Services / District Newsletter</i>	\$ 3,072.00	\$ 3,072.00	\$ 3,072.00	\$ 3,072.00	\$ 3,133.00
<i>TSA/Robotics</i>	\$ 1,657.00	\$ 1,700.00	\$ 1,750.00	\$ 1,803.00	\$1,839.00
<i>Grade K Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>Grade 1 Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>Grade 2 Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>Grade 3 Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>Grade 4 Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>Grade 5 Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>Grade 6 Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>Grade 7 Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>Grade 8 Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>MS Specials Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>HS Math Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>HS Social Studies Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>HS Language Arts Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>HS Science Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
<i>HS Specials Team</i>	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00

**APPENDIX C
ATHLETIC SUPPLEMENTAL SALARIES**

Position	2024-25	2025-26	2026-27	2027-28	2028-29
<i>Assistant Athletic Director</i>	\$ 3,400.00	\$ 3,500.00	\$ 3,650.00	\$ 3,800.00	\$ 3,800.00
<i>Athletic Director</i>	\$10,553.00	\$10,700.00	\$10,900.00	\$11,165.00	\$11,400.00
<i>Baseball Head Coach</i>	\$ 5,000.00	\$ 5,200.00	\$ 5,381.00	\$ 5,550.00	\$ 5,675.00
<i>Baseball Assistant</i>	\$ 3,450.00	\$ 3,519.00	\$ 3,589.00	\$ 3,660.00	\$ 3,733.00
<i>Baseball MS Head Coach</i>	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,060.00	\$ 3,121.00
<i>Baseball MS Assistant</i>	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,652.00
<i>Boys Basketball Head Coach</i>	\$ 7,250.00	\$ 7,395.00	\$ 7,542.00	\$ 7,700.00	\$ 7,854.00
<i>Boys Basketball Assistant</i>	\$ 4,300.00	\$ 4,386.00	\$ 4,473.00	\$ 4,562.00	\$ 4,653.00
<i>Boys Basketball MS Head Coach</i>	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,060.00	\$ 3,121.00
<i>Boys Basketball MS Assistant</i>	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,652.00
<i>Cheerleader Head</i>	\$ 5,200.00	\$ 5,304.00	\$ 5,410.00	\$ 5,600.00	\$ 5,712.00
<i>Cheerleader Assistant</i>	\$ 3,900.00	\$ 3,978.00	\$ 4,057.00	\$ 4,057.00	\$ 4,138.00
<i>Game Manager</i>	\$ 1,500.00	\$ 1,600.00	\$ 1,750.00	\$ 1,900.00	\$ 1,950.00
<i>Girls Basketball Head Coach</i>	\$ 7,250.00	\$ 7,395.00	\$ 7,542.00	\$ 7,700.00	\$ 7,854.00
<i>Girls Basketball Assistant</i>	\$ 4,300.00	\$ 4,386.00	\$ 4,473.00	\$ 4,562.00	\$ 4,653.00
<i>Girls Basketball MS Head Coach</i>	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,060.00	\$ 3,121.00
<i>Girls Basketball MS Assistant</i>	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,652.00
<i>Cheerleader MS</i>	\$ 2,600.00	\$ 2,652.00	\$ 2,705.00	\$ 2,751.00	\$ 2,806.00
<i>Cross Country Head Coach</i>	\$ 3,889.00	\$ 3,950.00	\$ 4,029.00	\$ 4,109.00	\$ 4,191.00
<i>Cross Country Assistant</i>	\$ 2,000.00	\$ 2,200.00	\$ 2,400.00	\$ 2,448.00	\$ 2,496.00
<i>Football Head Coach</i>	\$ 7,700.00	\$ 7,854.00	\$ 8,011.00	\$ 8,200.00	\$ 8,364.00
<i>Football 1st Assistant</i>	\$ 5,450.00	\$ 5,559.00	\$ 5,670.00	\$ 5,783.00	\$ 5,898.00

Position	2024-25	2025-26	2026-27	2027-28	2028-29
<i>Football Assistant</i>	\$ 4,650.00	\$ 4,743.00	\$ 4,837.00	\$ 4,933.00	\$ 5,031.00
<i>Football Assistant</i>	\$ 4,650.00	\$ 4,743.00	\$ 4,837.00	\$ 4,933.00	\$ 5,031.00
<i>Football Assistant</i>	\$ 4,650.00	\$ 4,743.00	\$ 4,837.00	\$ 4,933.00	\$ 5,031.00
<i>Football MS Head Coach</i>	\$ 4,237.00	\$ 4,300.00	\$ 4,300.00	\$ 4,350.00	\$ 4,400.00
<i>Football MS Assistant</i>	\$ 2,850.00	\$ 2,900.00	\$ 2,900.00	\$ 2,950.00	\$ 3,009.00
<i>Golf Boys Head Coach</i>	\$ 3,400.00	\$ 3,468.00	\$ 3,537.00	\$ 3,607.00	\$ 3,679.00
<i>Golf Girls Head Coach</i>	\$ 3,400.00	\$ 3,468.00	\$ 3,537.00	\$ 3,607.00	\$ 3,679.00
<i>Golf Assistant</i>	\$ 2,000.00	\$ 2,050.00	\$ 2,075.00	\$ 2,100.00	\$ 2,172.00
<i>Boys Soccer Head Coach</i>	\$ 5,445.00	\$ 5,553.00	\$ 5,664.00	\$ 5,800.00	\$ 5,916.00
<i>Boys Soccer Assistant</i>	\$ 3,800.00	\$ 3,876.00	\$ 3,953.00	\$ 4,032.00	\$ 4,112.00
<i>Boys Soccer MS Head Coach</i>	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,060.00	\$ 3,121.00
<i>Boys Soccer MS Assistant</i>	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,652.00
<i>Girls Soccer Head Coach</i>	\$ 5,445.00	\$ 5,553.00	\$ 5,664.00	\$ 5,800.00	\$ 5,916.00
<i>Girls Soccer Assistant</i>	\$ 3,800.00	\$ 3,876.00	\$ 3,953.00	\$ 4,032.00	\$ 4,112.00
<i>Girls Soccer MS Head Coach</i>	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,060.00	\$ 3,121.00
<i>Girls Soccer MS Head Coach</i>	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,652.00
<i>Softball Head Coach</i>	\$ 5,000.00	\$ 5,200.00	\$ 5,381.00	\$ 5,550.00	\$ 5,675.00
<i>Softball Assistant</i>	\$ 3,450.00	\$ 3,519.00	\$ 3,589.00	\$ 3,660.00	\$ 3,733.00
<i>Softball MS Head Coach</i>	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,060.00	\$ 3,121.00
<i>Softball MS Assistant</i>	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,652.00
<i>Strength/Conditioning Coach</i>	\$ 4,000.00	\$ 4,200.00	\$ 4,500.00	\$ 4,760.00	\$ 4,900.00
<i>Tennis Boys Head Coach</i>	\$ 4,608.00	\$ 4,675.00	\$ 4,768.00	\$ 4,875.00	\$ 4,972.00
<i>Tennis Boys Assistant</i>	\$ 2,000.00	\$ 2,200.00	\$ 2,400.00	\$ 2,448.00	\$ 2,496.00
<i>Tennis Girls Head Coach</i>	\$ 4,608.00	\$ 4,675.00	\$ 4,798.00	\$ 4,875.00	\$ 4,972.00

Position	2024-25	2025-26	2026-27	2027-28	2028-29
<i>Tennis Girls Assistant</i>	\$ 2,000.00	\$ 2,200.00	\$ 2,400.00	\$ 2,448.00	\$ 2,496.00
<i>Track Head Coach</i>	\$ 6,300.00	\$ 6,426.00	\$ 6,554.00	\$ 6,685.00	\$ 6,718.00
<i>Track 1st Assistant</i>	\$ 4,520.00	\$ 4,610.00	\$ 4,702.00	\$ 4,796.00	\$ 4,891.00
<i>Track Assistant</i>	\$ 2,600.00	\$ 2,652.00	\$ 2,705.00	\$ 2,759.00	\$ 2,759.00
<i>Track Assistant</i>	\$ 2,000.00	\$ 2,130.00	\$ 2,200.00	\$ 2,448.00	\$ 2,448.00
<i>Track MS Head Coach</i>	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,060.00	\$ 3,121.00
<i>Track MS Assistant</i>	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,652.00
<i>Volleyball Head Coach</i>	\$ 5,200.00	\$ 5,300.00	\$ 5,406.00	\$ 5,514.00	\$ 5,675.00
<i>Volleyball Assistant</i>	\$ 3,450.00	\$ 3,519.00	\$ 3,589.00	\$ 3,660.00	\$ 3,733.00
<i>Volleyball MS Head Coach</i>	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,060.00	\$ 3,121.00
<i>Volleyball MS Assistant</i>	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,652.00
<i>Wrestling Head Coach</i>	\$ 6,650.00	\$ 6,783.00	\$ 6,918.00	\$ 7,056.00	\$ 7,197.00
<i>Wrestling Assistant</i>	\$ 3,800.00	\$ 3,876.00	\$ 3,953.00	\$ 4,032.00	\$ 4,112.00
<i>Westling 2nd Assistant</i>	\$ 2,000.00	\$ 2,100.00	\$ 2,131.00	\$ 2,448.00	\$ 2,496.00
<i>Wrestling MS Head Coach</i>	\$ 3,500.00	\$ 3,570.00	\$ 3,641.00	\$ 3,719.00	\$ 3,825.00
<i>Wrestling MS Assistant</i>	\$ 2,850.00	\$ 2,907.00	\$ 2,965.00	\$ 3,020.00	\$ 3,080.00

**APPENDIX D
SICK LEAVE DONATION PROGRAM**

This **SICK LEAVE DONATION PROGRAM AGREEMENT** (hereinafter the “Agreement”) is made this _____ day of _____, 202__ by and between the **SOUTHMORELAND SCHOOL DISTRICT** (hereinafter referred to as the “District”),

A

N

D

The **SOUTHMORELAND EDUCATION ASSOCIATION** (hereinafter referred to as the “Association”).

WITNESSETH:

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement covering the period from July 1, 2024 and extending through June 30, 2029 (hereinafter the “CBA”); and

WHEREAS, the District and the Association desire to create a sick bank for the use of an Association employee, Employee # _____ (hereinafter the “Employee”); and

WHEREAS, the parties through their respective representatives have reached mutually agreeable terms which they intend to document herein.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, and in consideration of the mutual covenants expressed herein, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. The District and Association agree that a voluntary sick day donation bank shall be created for the Employee in response to the Employee’s significant long-term illness.
2. The District and the Association agree that the Association shall form an ad hoc Committee (hereinafter the “Committee”) to administer the sick day donation bank for the Employee’s benefit.
3. Except as otherwise provided herein, any employee of the District who is a member of the Association will be permitted to donate up to ten (10) of his or her accumulated

sick leave days per school year to the Employee. The parties agree that no donated days will be released to the Employee until all of the Employee's available leave days have been exhausted.

4. The Committee shall be responsible to determine how many sick days, as a maximum, are necessary for the Employee and shall be responsible to determine what medical certification, in its discretion, should be required from the Employee, if any.
5. The Committee shall solicit and receive donations from Association members who are willing to donate sick days to the Employee, with the donated days administered as follows:
 - a. In the event that Association members are willing to donate more days than are necessary, a lottery-style drawing administered by the Committee will select the names of the Association members who will participate.
 - b. In the event that the Employee does not use all of the sick days donated, the unused days will be returned to the donating Association members in a manner determined by the Committee, subject to (c) below.
 - c. If more Association members donated days than are remaining, the unused days will be returned to members who donated by a lottery-style drawing administered by the Committee.
6. The Committee's decisions regarding administration of the sick leave donation bank shall be final and binding, and the parties agree and acknowledge that (a) only Association members may donate sick days to the Employee and (b) the District's sole role in the sick leave donation bank shall be to appropriately debit the sick day balances of donating Association employees and to credit the sick day balance of the Employee.
7. Any provision of any collective bargaining agreement between the District and the Association which relates to payment for unused sick leave days upon retirement or as a result of death while in service of the District will not be applied to donated sick leave days credited to the Employee, and the Employee may not receive payment for unused sick days which were donated to the Employee.
8. The parties agree that the Association shall indemnify and hold the District harmless from any claims, monetary or non-monetary, related in any way to the establishment or administration of the sick leave donation bank.

9. The District and Association agree that the establishment of a sick leave donation program to benefit the Employee does not create a binding practice, precedent or prejudice for either party to the Agreement.

INTENDING TO BE LEGALLY BOUND, the undersigned have set their hands and seals the day and year set forth above.

ATTEST:

SOUTHMORELAND SCHOOL DISTRICT

Secretary, Board of School Directors

President, Board of School Directors

WITNESS:

SOUTHMORELAND EDUCATION ASSOCIATION

President

APPENDIX E
FURLOUGH AND RECALL PROVISIONS FROM THE PENNSYLVANIA SCHOOL
CODE OF 1949, AS AMENDED (Section 1125.1)

(a) Professional employees shall be suspended under section 1124 in the following order, within the area of certification required by law for the professional employee's current position:

(1) Each professional employee who received, on the professional employee's two most recent annual performance evaluations, consecutive ratings that are considered unsatisfactory pursuant to section 1123 or subarticle (c.1) shall be suspended first.

(2) After suspending professional employees under paragraph (1), each professional employee who received, on the professional employee's two most recent annual performance evaluations, one rating that is considered unsatisfactory pursuant to section 1123 or subarticle (c.1) and one rating that is considered satisfactory pursuant to section 1123 or subarticle (c.1) shall be suspended second.

(3) After suspending professional employees pursuant to paragraph (2), each professional employee who received, on the professional employee's two most recent annual performance evaluations, consecutive ratings which are considered satisfactory pursuant to section 1123 or subarticle (c.1) and which are either consecutive ratings of "proficient" or a combination of one rating of "proficient" or "distinguished" and one rating of "needs improvement" pursuant to section 1123 or subarticle (c.1) shall be suspended third.

(4) After suspending professional employees pursuant to paragraph (3), each professional employee who received, on the professional employee's two most recent annual performance evaluations, consecutive ratings which are considered satisfactory pursuant to section 1123 or subarticle (c.1), and which are consecutive ratings of "distinguished" or a combination of one rating of "proficient" and one rating of "distinguished" pursuant to section 1123 or subarticle (c.1) shall be suspended last.

(a.1) When more professional employees receive the same overall performance rating than there are suspensions, seniority within the school entity and within the area of certification required by law for the professional employee's current position shall be used to determine suspensions among professional employees with the same overall performance rating on the professional employee's two most recent annual performance evaluations pursuant to section 1123 or subarticle (c.1). An approved leave of absence shall not constitute a break in service for purposes of computing seniority for suspension purposes.

(a.2) Seniority shall continue to accrue during suspension and all approved leaves of absence.

(b) Where there is or has been a consolidation of schools, departments or programs, all professional employees shall retain the seniority rights they had prior to the reorganization or consolidation.

(c.1) A school entity shall realign its professional staff so as to ensure that more senior employees are provided with the opportunity to fill any positions within the school entity for which they are

certificated and which are being filled by less senior employees, subject to the order specified in subsection (a).

(d) The following apply:

(1) No suspended employe shall be prevented from engaging in another occupation during the period of suspension.

(2) Suspended professional employes or professional employes demoted for the reasons set forth in section 1124 shall be reinstated in the following order, within the area of certification required by law for the vacancy being filled and within the school entity:

(i) Professional employes suspended pursuant to subsection (a)(4) shall be reinstated first, on the basis of their seniority within the school entity.

(ii) After reinstating professional employes under subclause (i), professional employes suspended pursuant to subsection (a)(3) shall be reinstated second, on the basis of their seniority within the school entity.

(iii) After reinstating professional employes under subclause (ii), professional employes suspended pursuant to subsection (a)(2) shall be reinstated third, on the basis of their seniority within the school entity.

(iv) After reinstating professional employes under subclause (iii), professional employes suspended pursuant to subsection (a)(1) shall be reinstated last, on the basis of their seniority within the school entity.

No new appointment shall be made while there is such a suspended or demoted professional employe available who is properly certificated to fill such vacancy. For the purpose of this subsection, positions from which professional employes are on approved leaves of absence shall also be considered temporary vacancies.

(3) To be considered available a suspended professional employe must annually report to the governing board in writing his current address and his intent to accept the same or similar position when offered.

(4) A suspended employe enrolled in a college program during a period of suspension and who is recalled shall be given the option of delaying his return to service until the end of the current semester.

(e) Nothing contained in this section shall be construed to:

(1) limit the cause for which a temporary professional employe may be suspended; or

(2) supersede or preempt any provisions of a collective bargaining agreement negotiated by a school entity and an exclusive representative of the employes in accordance with the

act of July 23, 1970 (P.L. 563, No. 195), known as the "Public Employe Relations Act"; however, no agreement shall prohibit the right of a professional employe who is not a member of a bargaining unit from retaining seniority rights under the provisions of this act.

(f) A decision to suspend in accordance with this section shall be considered an adjudication within the meaning of the "Local Agency Law."

(g) The following apply:

(1) No collective bargaining agreement negotiated by a school district and an exclusive representative of the employes in accordance with the "Public Employe Relations Act" after the effective date of this subsection shall provide for suspending, reinstating or realigning professional employes based on seniority other than as provided for in this section.

(2) Upon the expiration, amendment or adoption of any agreement or contract, a provision that provides for suspending, reinstating or realigning professional employes based on seniority in conflict with section 1124 or this section shall be discontinued in any new or renewed agreement or contract or during the period of status quo following an expired contract.