PREAMBLE

This Agreement entered into this 1st day of September, 2009 by and between the Southeastern Greene School District Board of Education, hereinafter called the "Board," and the Southeastern Greene Education Association, hereinafter called the "Association."

As herein and hereafter the terms "teacher," "employee," "professional employee," "temporary professional employee," "bargaining unit member," and "Association member" shall be synonymous.

It is, and it has been, the intent of the parties to bear in mind that the welfare of the public and particularly the students of the Southeastern Greene School District is the paramount consideration of both the Board and the Association.

WITNESSETH

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

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

ARTICLE 1

RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board. A copy of said determination is attached hereto and made a part hereof, as fully as though the same were set forth herein at length.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective bargaining no later than January 1, 2014, or the time constraints set forth in Act 88, whichever is earlier, for a successor Agreement. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

B. MODIFICATION

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

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

(a) "Grievance" is hereby defined as

(1) A complaint regarding the interpretation or application of any provision in this Agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

3. Party in Interest

A "party in interest" is a person or persons making a claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise, affecting members of the bargaining unit only. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One

A teacher with a grievance shall first discuss it with his principal or appropriate administrator with the objective of resolving the matter informally. The grievance must be initiated at this Level One within ten (10) school days after the occurrence or within ten (10) school days after which the aggrieved person should reasonably have known about the occurrence giving rise to the grievance.

3. Level Two – Superintendent

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the aggrieved person may file the grievance in writing with the superintendent within five (5) school days after the decision at

Level One or ten (10) school days after the grievance was presented, whichever is sooner.

4. Level Three – School Board

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the aggrieved person may file the grievance in writing with the Board of Education within the five (5) school days after the decision at Level Two, or fifteen (15) school days after the grievance was presented, whichever is sooner.

5. Level Four – Arbitration

(a) If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within thirty (30) days after the grievance was delivered to the School Board, the Association may submit the grievance to arbitration within twenty (20) days following the first Board meeting after the grievance had been filed with the Board at Level Three.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Bureau of Mediation in accordance with Article IX, Section 903 of Act 195, of the Pennsylvania Public Employee Relations Act. Upon receipt of the list of arbitrators from the Bureau of Mediation, parties shall meet within fifteen (15) school days for the purpose of striking arbitrators as prescribed in Section 903 of Act 195.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision no later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date that the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding on the parties.

(d) The costs of the services of the arbitrator, including per diem expenses, if any, actual and necessary travel, subsistence expenses and the cost of the hearing and court reporter shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring the same.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Teacher and Association

Any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have them adjusted as long as adjustment is not inconsistent with the terms of a collective bargaining contract then in effect and as long as the adjustment is subject to Association approval; and provided further, that the bargaining representative has been given an opportunity to be present at such adjustment. However, only the Association shall have the right to pursue a grievance to arbitration.

E. MISCELLANEOUS

1. Group Grievance

If in the judgment of the Association, a grievance affects a class or group of employees, the Association shall then process the grievance in the same manner as an individual grievance beginning at Level One and following the steps listed previously.

2. Written Decisions

Any decisions which are rendered at Levels One, Two or Three of the grievance procedure, shall be in writing, setting forth the decision and reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Section C, paragraph five (5)(c) of this article.

3. Separate Grievance File

All documentation, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file by the administration and shall not be kept in the personnel file of any of the employees.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All preliminary meetings and hearings prior to Level Three shall be conducted in private and shall include only those parties, or their designates or selected representatives. Beginning with Level Three, all hearings held before the school board shall be held at the discretion of the Board of Education and the Association. The hearings may be held in public or private as agreed to by both parties. All persons so affected shall be notified in writing. The provisions of this Article may be waived jointly by consent of both parties. Further, in the event that the decisions of the arbitrator or the agreement of the Board and the

aggrieved person requires the expenditure of monetary payment, the agreement or decision shall become matter of public record.

ARTICLE IV

RIGHTS OF PROFESSIONAL EMPLOYEES

A. EVALUATION OF STUDENTS

The teacher shall maintain the responsibility to determine grades relating to academic performance, subject to the School District's guidelines as from time to time adopted. No grade or evaluation which the teacher can substantiate shall be changed.

B. CRITICISM OF TEACHER AND/OR ADMINSTRATOR

Any questions or criticism by a supervisor or administrator of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings and likewise that same consideration shall be given to all administrators and Board of Education members.

C. JUST CAUSE

No professional employee shall be disciplined, discharged, reduced in rank or compensation or given a written reprimand or deprived of any professional advantage without just cause. All information forming the basis of disciplinary action shall be made available to the professional employee and the Association upon request from the employee.

D. PROTECTION OF PENNSYLVANIA STATUTORY LAW

1. Nothing contained herein shall be construed to deny or restrict to any bargaining unit member such rights as they may have under the School Code of 1949 as amended, Act 195, or other applicable state or Federal Laws, and as such are incorporated with this Agreement.

2. Separability

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

E. VIDEO AND AUDIO SURVEILLANCE

Open areas, non-regular/traditional areas, and common areas which are defined as stairwells, hallways, parking areas, general offices, entrances, playgrounds, gyms, cafeterias and storage areas may have video coverage.

1. No video or audio recording may be used in any ways as part of any evaluation of any bargaining unit member.

2. Unless agreed upon by all parties, no video/audio will be placed in the classroom, or in the personal offices including, but not limited to, guidance and nurse's offices.

3. No meetings between Bargaining Unit Members and the District will have video or audio recording without mutual agreement of the parties.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish upon written request, financial and personnel data as may be required by the Association in developing sound recommendations and grievances.

B. USE OF SCHOOL BUILDINGS

The use of school buildings and school equipment shall be after school hours; with the requirement that reasonable notice of the use of the building must be given to the building administrator or superintendent.

C. MAIL FACILITIES AND MAIL BOXES

Mail facilities are recognized as being under the control and direction of the Board of Education. However, the Board shall make such facilities available to the Association under reasonable rules and regulations which shall apply to all employee organizations.

D. USE OF SCHOOL COPIERS AND SUPPLIES

With prior approval from the Superintendent and building Principal, the Association shall be permitted to utilize the School District's copiers, paper supplies, etc. at a cost to the Association of ten (10) cents per page.

ARTICLE VI

TEACHER WORK YEAR

The school work year for employees shall be one hundred eighty-two (182) work days.

ARTICLE VII

TEACHING HOURS AND DAILY SCHEDULE

A. TEACHER DAY

1. Employee Workday. The employee workday shall include the following:

(a) One hundred and seventy-nine (179) regular workdays qualifying as student instruction days not to exceed seven and one-half (7 ½) continuous hours. Except as set forth below, the earliest starting time shall not be before 7:10 a.m. and the latest ending time after 4:00 p.m.

(b) One (1) regular work day qualifying as a student instruction day not to exceed nine and one-half (9 ½) continuous hours for the purposes of student instruction and parent-teacher conferences in all grades.

(c) One (1) regular workday for in-service that will be held prior to the opening of the school year not to exceed seven and one-half (7 ½) continuous hours.

(d) One (1) regular workday for clerical purposes not to exceed seven and one-half (7 ½) continuous hours to be scheduled on the school day immediately preceding the last student instruction day of the school year.

(e) Regular faculty meetings subject to the following conditions:

(1) The total additional time for all such regular faculty meetings shall not exceed eight (8) hours for the employee work year.

(2) Every regular faculty meeting shall apply to all employees of a given building.

(3) The Administrator calling a regular faculty meeting shall provide the faculty with at least forty-eight (48) hours advance notice thereof and shall submit an agenda for that meeting with such notice.

(4) Every regular faculty meeting shall be held in the morning prior to the arrival of students or in the afternoon immediately following the dismissal of students, at the discretion of the Administrator calling same.

(5) No regular faculty meeting shall exceed one (1) hour in duration.

(6) A regular faculty meeting which lasts less than thirty (30) minutes shall count as thirty (30) minutes against the total six (6) hours of time hereinafter provided; however, no more than a total of eight (8) regular faculty meetings may be called during the year.

(7) No more than two (2) regular faculty meetings shall be held in any single month of the school year, except June. If the original or revised calendar for any school work year of this Agreement includes less than eleven (11) workdays in June, only one (1)

regular faculty meeting may be held in that month, otherwise two (2).

(f) Special faculty meetings called by the Superintendent, the Superintendent's designee in the Superintendent's absence, or any principal at any reasonable time without advance notice in the event of civil disturbances or state of emergency as defined by the President, Governor or Superintendent of Schools.

2. Instructional Duties

The secondary schedule shall consist of no more than eight (8) instructional periods per day. Prior to the implementation of an eight period instructional day, the Board and its representatives agree to meet and discuss the educational and logistical impacts of such a schedule with representatives of the Employee Association.

3. Extra Pay for Extra Services

Extra time for emergency services such as transportation problems or difficulties caused by an Act of God, shall be considered part of the work day. Overtime pay shall be limited to scheduled, agreed-upon overtime at the individual regular rate of pay.

4. Altered School Day

When the student day is altered because of weather, emergency or a holiday, teachers will be excused no later than thirty (30) minutes after the departure of the last school bus and will not be required to report more than thirty (30) minutes prior to commencing the school day.

5. Canceled School Day

When the student day is canceled or altered because of weather or emergency, the Association president shall be notified by the superintendent by telephone prior to public and media notification.

B. TEACHER LUNCH

Each teacher shall have a daily thirty (30) minute duty-free lunch period.

C. TEACHER PREPARATION TIME

1. Every employee assigned full time exclusively in grades K to 12, inclusive, shall be assigned one (1) preparation period that will be equal to length to one (1) instructional period of consecutively assigned minutes per school day when students are in attendance.

2. During the 2009-2010, 2010-2011 and 2011-2012 school years, as used herein, "when students are in attendance" shall have reference to that period of time extending from the beginning of the scheduled school day to the conclusion of the scheduled school day. Thereafter, as used herein, "when students are in

attendance" shall have reference to that period of time extending from the commencement of scheduled classes to the conclusion of scheduled classes on each school day.

As used herein, “Preparation Period” shall mean the time/period when an employee’s time shall be used for matters of a professional nature such as preparing for teaching, correcting papers, or work of a similar nature.

3. When no employee is available to cover for an absent employee because no employee has a preparation period during the period of absence, the District may send the absent employee’s students to a supervised study hall, or classroom without paying any additional compensation to the employee supervising such study hall, or classroom provided that the total number of additional students is not more than ten (10) students above the normal enrollment for that supervised study hall or classroom. If the total number of additional students exceeds ten (10) students above the normal enrollment for that supervised study hall or classroom, the employee shall receive additional compensation as provided in subsection C4 below. However, if more than one employee is utilized, the amount of additional compensation stated in subsection C4 and otherwise required herein shall be divided appropriately between those employees who would receive compensation.

4. If an employee is called out of his/her preparation period, the employee called out of his/her preparation period shall be paid an additional compensation at the rate of Twenty-five Dollars ($25.00). The District shall attempt to rotate this substituted duty. No employee shall be compensated for a missed preparation period due to that teacher’s absence from a school building due to school related activities such as field trips, seminars, workshops, etc.

   In addition to any other time utilized for departmental or other staff meetings, the Administration shall have the ability to schedule no more than two (2) departmental meetings a month (September through May) for any one department. If this departmental meeting is scheduled during a teacher’s preparation period, each teacher who attends such a departmental meeting during his/her regular scheduled preparation period shall be granted a compensatory alternate preparation period preferably during that same day, if possible, but, in any event, during the same work week. Employees shall not receive compensation for departmental meetings.

5. Anytime that a substitute cannot be obtained by the District and a working employee is required to cover for the absent employee during his/her preparation time, then the provisions of the preceding Paragraph 4 hereof shall apply. In the case of emergency and to cover classes, and when no teacher has a preparation period or is otherwise available to cover class, employee class assignments may be altered on a case-by-case basis, in order to provide coverage.

6. The principal of every school building shall report to the District's payroll office at least every two (2) weeks the names of all employees who are to receive additional compensation for the loss of preparation time in the situations referred to at paragraphs 3, 4, and 5 hereof and the amount of time for which they are to be paid. It is understood that the District may offer compensatory time to any employee who is entitled to the additional compensation provided above. The employee shall have the sole discretion to choose whether or not to receive compensatory time in lieu of additional compensation.

7. The Administration may assign duties in place of the preparation period, in an emergency, with the intent that such duties are to be divided equally.

D. EXTRACURRICULAR ACTIVITIES

1. Contracts

Except for Head Varsity Coaches, Athletic Director, Varsity Band Director, and Head Varsity Cheerleader, all extra-curricular positions listed are on year to year contracts. At the sole discretion of the School Board, Athletic Director, Varsity Band Director, Head Varsity Cheerleader and Head Varsity Coaches may receive contract terms of up to and including three (3) school years. Any of the positions listed in Article VII, Section D, #3, Exhibit 1-B and Exhibit 1-C shall be open to both Bargaining Unit Members and non-Bargaining Unit Members. Bargaining Unit Employees will be given first consideration for any of the extracurricular positions listed in Article VII, Section D, #3, Exhibit 1-B, and Exhibit 1-C and shall not be arbitrarily, unreasonably, or capriciously denied a position. Qualifications for positions shall not be arbitrary, unreasonable or capricious. Bargaining Unit Members will be given an opportunity for an interview for any position for which they apply. Multiple year **c**ontracts may be terminated by the School Board or the individual by written notice on or before June 1st of any year. Except in the case of a Varsity Band Director, Head Varsity Coach, Head Varsity Cheerleader or Athletic Director on an extended contract, all extra-curricular positions listed on Exhibit 1-B must be posted again within sixty (60) days after each season, and all extra-curricular positions listed on Exhibit 1-C must be filled not later than August 1st, provided that someone has bid on that position. Duties and responsibilities will be outlined by the Board of Education and its administrators. Sponsors who schedule activities/events are expected to supervisor/chaperone these activities/events as part of their duties as sponsors. No additional compensation will be paid to sponsors who schedule and chaperone activities/events as part of their duties as sponsors.

2. Salary

Compensation for extra-curricular activities are contained in Exhibits 1-B and Exhibit 1-C hereto and made part hereof. Exhibit 1-B and Exhibit 1-C not withstanding, no bargaining unit member holding any of the positions listed in said Exhibits during the 2005-2006 school year and who continues to hold the position shall receive less salary than he/she received the 2005-2006 school year.

All compensation for extracurricular activities shall be paid to the employees in a lump sum payment by check separate from his/her regular pay no later than two (2) weeks after the conclusion of the activity.

3. Rendered Services

Any teacher who renders service in the following after school activities, shall be paid as follows:

Chaperones	$40.00
Ticket Takers	$30.00
Score Keepers	$30.00
Ticket Sellers	$30.00
Clock Operator	$30.00

ARTICLE VIII

TEACHING CONDITIONS

A. TEACHING LOAD

The daily teaching load for all teaching personnel will be equalized as nearly as possible. Homeroom, hall duty, cafeteria duty, and other responsibilities will be rotated and limited whenever practical. In the event that a professional employee does not bid on one of these positions, the Administration shall have the right to assign these duties.

1. Duties Beyond the Normal School Day

After school detention and bus duty which extends beyond the normal school day shall be posted at the following compensation level:

$875.00/year.....after school detention
$800.00/year.....bus duty/position base. A minimum of two professional employees at a time shall be on bus duty at each building each day. The base pay shall be provided for service up to twenty (20) minutes beyond the teaching day. Additional compensation shall be provided at a rate of $50.00 per annum per average five (5) minute block beyond the twenty (20) minutes.

In the event that less than two professional employees bid on the bus duty/position, the District agrees that it will not assign such duty/position to a professional employee, but instead will utilize the services of a non-bargaining unit individual to perform one or both bus duty / positions for that year. The District will then repost the position of bus duty in the following school year to bargaining unit members. This shall in no manner whatsoever be construed as a waiver of the Association's rights regarding subcontracting.

It is understood that the District may offer compensatory time to any employee who is entitled to the additional compensation for the above duties. The employee shall have the sole discretion to choose whether or not to receive compensatory time in lieu of additional compensation.

This duty position shall be a year to year contract which may be terminated by the Board or the individual by written notice on or before June 1st of any year.

B. TEXTBOOK REQUISITIONS

Requests for textbooks and teaching supplies will be provided as needed and all requisitions will be given careful consideration. The final determination of the needs for textbooks and supplies will be made by the administration.

C. TEACHING ASSIGNMENTS

Each teacher will receive written notice of his/her teaching assignment not later than August 1st. The notification at the High School shall include building, and subjects to be taught. The notification at the Elementary School shall include building, grade, and subjects to be taught. No later than seven (7) calendar days prior to the first day of student instruction, each teacher will receive his/her specific teaching schedule with teaching periods, grade levels, and courses to be taught. The only exceptions to the foregoing shall be in cases of emergency due to resignation, death, transfer or retirement. In those instances, the teacher shall be notified promptly; and the teacher shall have the right to consultation with regard to the transfer within seventy-two (72) hours of the mailing notice.

In the event of a layoff, those Professional Employees affected shall be notified in writing by June 15.

D. RETIRING TEACHERS

Teachers intending to retire shall submit an irrevocable letter of retirement/resignation to the District prior to April 30th, with the understanding such notice will be effective no later than August 31st of that same year, with regards to payments and benefits due them.

E. SENIORITY

Seniority shall be defined as the total length of the professional employee's service in the school district from the date of the most recent hire.

1. Seniority shall continue to accrue during non-disciplinary suspensions (layoff) and all approved leaves of absence. No professional employee shall be entitled to an increase on the salary schedule during a non-disciplinary suspension (layoff).

2. Seniority shall be broken only for the following reasons:

   (a) Resignation
   (b) Retirement
   (c) Discharge for cause
   (d) Failure to answer recall within thirty (30) days, except in cases where the professional employee is enrolled in a program of studies, in such cases the professional employee must report within thirty (30) days of completing said program.

3. Ties in date of most recent hire shall be broken by a lottery.

4. The District agrees to post in each building a seniority list on or before October 15th of each year. The seniority list shall reflect each employee's certification and years of seniority in chronological order.

5. Any professional employee who feels his/her seniority or certification is not accurately set forth shall within ninety (90) calendar days of the commencement of the school year, notify the superintendent of his/her objection or exception in order to have said list amended or deleted. Disputes shall be submitted to the grievance procedure.

6. The said list shall only be subjected to certification modification up to and including June 30th of the current school year. After this time (June 30th) this list shall not be modified and shall be utilized for any realignment proposed for the ensuing school year.

ARTICLE IX

PROFESSIONAL COMPENSATION

A. SALARY SCHEDULE

The base salaries of employees covered by this Agreement are contained in Joint Exhibit 1-A attached hereto and made a part hereof. In addition to the Base Salary contained in Joint Exhibit 1-A, a differential of One Thousand Dollars ($1,000) per annum will be paid for employees who have obtained a masters degree. For the attainment of a masters degree plus fifteen (15) credits, a differential of Two Thousand Dollars ($2000) per annum will be paid. For the attainment of a doctoral, a differential of Three Thousand Dollars ($3000) per annum will be paid. An employee who achieves a National Board for Professional Teaching Standards certification will receive a differential of Five Thousand Dollars ($5,000) per annum.

In the event that no bargaining unit member bids on a vacancy, the District reserves the right to establish the entry step of any new employee as follows: The District, at its sole discretion, may or may not credit step placement on a year for year basis for prior work experience as a professional level educator (teacher, guidance counselor, school nurse,

etc.) in a K through 12 public or private school outside the District. When the District receives fewer than five (5) applicants for a position, the District may choose to offer a candidate for that position a signing bonus of up to Three Thousand Dollars ($3,000) paid in three (3) equal payments over a three (3) year period.

B. METHOD OF PAYMENT

Each employee covered by the provisions of this Agreement shall be paid as follows:

1. Professional personnel will receive twenty-six (26) pays per year.

2. Paydays will be on an every other Friday basis.

3. Normal deductions, as required by law (taxes and retirement), will be deducted from each pay.

4. Miscellaneous deductions (convenience deductions) will be made from pays one (1) and two (2) only, of each month.

ARTICLE X

PROFESSIONAL QUALIFICATIONS

A. CERTIFICATION

It is the policy of the Board of Education to hire certified teachers – be they regular or substitutes – insofar as they are reasonably available.

ARTICLE XI

EMPLOYEE EVALUATIONS

A. GENERAL CRITERIA

1. Open Evaluation

All monitoring or observations of the work performance of a professional or temporary employee shall be conducted openly. No professional or temporary professional employee shall be monitored or observed without a notice given within the five (5) school days prior to said monitoring or observation. The notice shall be placed in the employee's mailbox the school day before the five (5) school day observation period begins. Any observation of a teacher for rating purposes shall be with the full knowledge of the teacher. The Professional Employee or Temporary Professional Employee shall be issued a new notice if the open evaluation is not conducted within five (5) school days of the original notice. No evaluation shall occur during the first five (5) days of the students' school year, nor during the last three (3) days before that class's final grades are due. No evaluation shall occur the day before a school holiday. No evaluation

shall occur the day after a professional employee or temporary professional employee returns from an absence.

2. Written Evaluation

Prior to the inclusion of any evaluation report in the professional or temporary professional employee's personnel file, the immediate supervisor of a professional or temporary professional employee shall personally discuss with the employee the contents of the evaluation. The professional or temporary professional employee shall be provided with a completed copy of the evaluation report within five (5) school days after the conclusion of the evaluation.

B. NOTIFICATION OF COMPLAINTS

Any complaint regarding an employee made to any member of the administration by any parent, student, or other person, shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or refute such complaint and shall have the right to be represented by the Association and his/her counsel at any meetings or conferences regarding such complaints.

C. PERSONNEL FILE

An employee shall have the right upon request to review the contents of his personnel file at reasonable times.

ARTICLE XII

TRANSFERS AND VACANCIES

A. DEFINITION OF VACANCY

1. "Vacancy" is hereby defined as a newly created bargaining unit position or an opening of a bargaining unit position as a result of a resignation, retirement, termination or death of an employee or as a result of a voluntary or involuntary transfer of another employee to a different building or content area or grade level, where the position has not been eliminated and is to be filled. In the event of retirement, the vacancy shall occur the day following the effective date of retirement or the day after the last work day of the retiring employee's last work year, whichever is earlier.

2. For informational purposes, any and all bargaining unit positions shall be identified as a bargaining unit position in a particular building and content area or grade level.

B. VOLUNTARY TRANSFER

1. When a bargaining unit vacancy exists, said vacancy or position will be posted identifying the building and content area or grade level, as provided by

Article XII, Section B, subsection 2 of this Agreement with appropriate certification required.

2. Any vacancy or newly-created positions shall be posted in each building from September thru May for at least ten (10) work days and shall be mailed to all professional employees during June thru August at least ten (10) calendar days prior to the filling of the position.

3. The position shall be filled by an existing professional employee with the proper certification who has applied for said vacant or newly-created position. The District has the right to deny the bid of a bargaining unit employee who begins work in the District in the 2010-2011 school year or thereafter until he/she has completed six (6) full semesters of employment with the District. So as to provide continuity of instruction, when a vacancy occurs on or after August 1st through the following school year, the Board may determine not to place a professional employee into said vacancy until the day following the last work day of the aforementioned school year. However, the posting and awarding of the vacant position will be conducted as provided by this Article.

4. A voluntary transfer request (bid) shall be denied if and when it becomes necessary in order to prevent the furlough of a bargaining unit member or to recall a furloughed bargaining unit member. Persons on layoff status shall be recalled by seniority, the most senior first.

5. Notwithstanding any language to the contrary, any professional employee who bids on a vacancy or newly created position and is awarded that bid by the District shall be permitted to bid on subsequently posted vacancies or newly created positions. However, the District, in its sole discretion, shall have the absolute right to deny such a bid for a period of six (6) semesters after that professional employee is awarded the original bid.

C. INVOLUNTARY TRANSFERS

Prior to any transfer, the Administrator involved shall give written notification; and the individual shall have the right to consult the Administrator within ten (10) days thereafter. The Administrator's decision will be final.

D. REDUCTION IN FORCE

1. Suspensions shall be in accordance with the School Code of 1949 as amended.

2. The District agrees to furnish to the Association all information used by the District in making its determination relevant to any reduction in force (suspension) or demotions affecting members of the bargaining unit.

3. The employer and the employee(s) shall cooperate to provide the employee an opportunity to obtain an Act 97 waiver certificate to avoid a suspension (layoff) or demotion.

4. Demotions and suspensions (layoffs) shall be by seniority, least senior from date of most recent hire. The employer shall realign its bargaining unit staff so that the least senior employee is demoted and/or suspended (laid off). Employees demoted and/or suspended (laid off) shall be reinstated on the basis of their seniority. No new appointment to either temporary or permanent vacancies may be made while there is a suspended (laid off) or demoted employee available who is properly certified to fill such vacancy. Employees so reinstated shall be paid on their proper salary steps with full benefits and contractual rights. Employees so reinstated shall not receive salary step credit during the period of suspension (layoff) (See Article VIII, Section E.1).

5. No suspended (laid off) employee shall be prevented from engaging in another occupation during the period of suspension (layoff).

6. A suspended (laid off) employee may, without any break in seniority and without any waiver of rights, refuse recall to other than a full time, more than one year, professional position for which he/she is certified. For a suspended (laid off) regular part-time employee, the employee may without any break in seniority and without any waiver of rights, refuse recall to other than a full-time or a regular part-time position, more than one (1) year, for which he/she is certificated.

7. A suspended (laid off) employee who has enrolled in a college program during a period of suspension (layoff), and who has been recalled, shall be given the option of delaying his/her return to service until the completion of his/her current college semester. This program must be related to his/her professional teaching career.

8. To be considered available for recall, a suspended (laid off) employee shall annually, on or before August 1st of each year, report in writing his/her professional address to the Superintendent.

9. The suspended Professional Employees eligible for recall shall be called for day-to-day substitute work in order of seniority (most senior first). Said employee shall be compensated pro-rata of their proper salary step for the first school year following suspension (layoff). Being so compensated for day-to-day substitute service shall not result in salary step credit upon recall. For the second and each ensuing year, said employee shall be compensated at the prevailing substitute rate. For day-to-day substitute work, absences extending beyond the second consecutive day, the Board shall have the option to employ a properly certified substitute indicated by elementary certification or secondary subject area if no properly certified laid-off employees are on the recall list.

10. Notwithstanding any language to the contrary, the District agrees that it will not furlough any professional employee during the period of time from the effective date of this Agreement, September 1, 2009, through August 31, 2012.

ARTICLE XIII

LEAVES OF ABSENCE

A. ACCUMULATIVE SICK LEAVE DAYS

Each teacher shall accumulate ten (10) days sick leave annually. The unused portion of such allowance shall accumulate from year to year without limitation. Doctor's excuse shall be required after an absence of three (3) consecutive days. Sick leave shall be granted for tending illness within the immediate family.

B. NOTIFICATION OF ACCUMULATION OF SICK LEAVE

Teachers shall be given a written accounting of accumulated sick leave days not later than October 1st of each school year.

C. REIMBURSEMENT FOR UNUSED SICK LEAVE

1. The Southeastern Greene School District shall pay to any retiring professional employee who retires in accordance with the retirement provisions of the Pennsylvania School Employees Retirement System (PSERS) and its laws and regulations and the policies of the Southeastern Greene School District, an amount as provided in the scale below per day for each day of sick leave unused by such professional employee earned while a professional employee of the Southeastern Greene School District.

   100 days or fewer..……$70.00 each day
   100.5 days and above……$100.00 each day

   To be eligible for this payment, a retiring employee must submit their irrevocable letter of retirement no later than April 30th of the school year in which they intend to retire, with the effective date of the retirement being no later than July 31st of the year in which they intend to retire. The maximum payment to any retiring employee shall not exceed the amount of $18,000.00, with the entire payment being made no later than sixty (60) days of the effective date of the employee's retirement.

   It is understood that when computing the amount paid for each day, the payment is based upon the total number of unused sick days in each increment (100 days or less / 100.5 days or more) at the stated rate for each increment, i.e. sequentially.

2. Subject to the following, the professional employee may choose to be reimbursed at the rate of $50.00 per day for each unused sick day. The School District shall,

upon twenty (20) day written request by a teacher, buy back from such teacher each unused sick day accumulated by that teacher to date. The School District shall only buy back these unused sick days in blocks of five (5), with a maximum single payment of $1,000.00. A perfect attendance incentive of $50.00 shall be provided to any employee who does not use sick leave during a nine (9) week grading period.

3. The employee shall receive his/her reimbursement within twenty (20) days of the written notice. This payment shall be made by a separate check.

D. PAID LEAVES OF ABSENCE

1. Personal Days

Each year four (4) personal days shall be made available to all professional employees. Personal days shall be for personal, legal, religious, business, household, or family matters which require absence during school hours. No reason need to be given when taking a personal day. Professional employees shall give twenty-four (24) hours notice prior to taking a personal day except in cases of emergency.

(a) Subject to subsection (f) below, a professional employee may accumulate an unlimited number of personal days. No professional employee shall take more than five consecutive personal days or more than ten in one year.

(b) No more than two (2) personal days may be taken on or after May 1st during a school work year.

(c) On any given day, no more than four (4) teachers may take a personal day, except for an emergency which is to be reasonably defined by the employee.

(d) No personal day shall be taken on an Act 80 day or an in-service day, except for an emergency which is to be reasonably defined by the employee or as stated below. If the original date(s) of an Act 80 day(s) or an in-service day(s) are changed and are rescheduled to a previously scheduled work day, and the employee had previously notified the building administrator in writing of their intent to use the newly scheduled Act 80 day(s) or in-service day(s) as a personal day, the employee may take their personal day(s) on the rescheduled Act 80 day(s) or in-service day(s). If the original date(s) of an Act 80 day(s) or an in-service day(s) are changed and rescheduled to a previously scheduled non-work day (e.g. a holiday), then the employee shall be entitled to use such day, subject to the other provisions of the Section.

(e) Each employee shall be entitled to a fifth personal day annually. However, the usage of the fifth personal day shall result in the deduction of one (1) accumulated sick leave day and said deduction shall count in the calculation of sick day buy-back and perfect attendance.

(f) If a professional employee does not use the full allotment of four (4) days, the professional employee shall notify the Superintendent's Office, in writing, no later than May 15th of the current school year of their intention to be paid as provided for in this subsection. If written notice is received, the professional employee will be compensated at the rate of $85.00 for each unused personal day, to a maximum of $850.00 per year.

2. A teacher shall be granted four (4) days of leave with no deduction in salary of said employee because of a death in the immediate family (father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandchild, parent-in-law, or near relative who lives in the same household as the employee or any person with whom the employee or employee's spouse has made his/her home). When death occurs to a near relative, the teacher shall be granted one (1) day leave with no deduction in salary. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

E. UNPAID LEAVES OF ABSENCE

1. Illness or Disability

A teacher who is unable to teach due to personal illness or disability or who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability for the remainder of that school year. The Board shall continue such leave of absence without pay and without benefits for an additional period of one (1) school year. However, such leave must be requested in writing before the beginning of the following school year. The above shall be granted for the purpose of tending illness in the immediate family.

2. Professional Study

A two (2) year leave of absence shall be granted to any professional employee upon application for the purpose of engaging in study at an accredited college or university, or for the purpose of participation in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teachers Corps or Job Corps as a full-time participant in such programs: or in cultural, travel, or work programs related to his/her professional responsibilities; provided said employee states his/her intentions to return to the school system.

3. Maternity Leave

Female employees of the Southeastern Greene School District shall be provided with maternity leave subject to the following:

(a) The employee shall submit a written request at least thirty (30) days prior to the beginning of the leave, except in cases of emergency, which will be supported by a doctor's statement.

(b) The beginning date of a maternity leave shall be determined by the employee's doctor.

(c) A teacher who is unable to teach due to pregnancy and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such pregnancy for the remainder of the semester. The Board shall continue such leave of absence without pay for an additional period of one (1) year from the date of the child's birth.

4. Child Rearing

Any professional employee shall be entitled to a maximum of one (1) year of unpaid leave of absence for the purpose of child rearing. The entire leave must be taken on consecutive days and within a single teaching year. For example, if requested leave commences October 1, 2001, professional employee must return to work by the first teacher day of the 2002-2003 school year and forfeits the balance of the one year maximum entitlement.

5. Rights of Professional Employee on Leave of Absence

(a) Excepting Professional Study set forth in Section E.2 above, the employee shall have the option of using his/her accumulated sick leave or taking unpaid leave. Said option must be in writing and made at the time of the request for the leave.

(b) Hospitalization and medical benefits may be continued during the course of the leave. The employee must make advance payments for such costs on a monthly basis to the school district, as designated.

(c) Upon returning from maternity leave, the professional employee shall be placed at the same position on the salary schedule as she would have been had she taught in the district during such period. Seniority shall accrue during the leave of absence.

(d) Upon returning from leave of absence, the professional employee shall be offered the position he/she held before going on leave or if that position no longer exists, an equivalent position for which he/she is properly certified.

(e) The professional employee shall attain tenure before requesting any of the above, excluding maternity leave.

(f) Sick days and personal days shall not accrue during unpaid leaves of absence.

ARTICLE XIV

MEMBERSHIP DUES DEDUCTION

A. DEDUCTION FROM SALARY

The Board agrees to deduct dues from the salaries of members of the local Association; the Pennsylvania State Education Association, and the National Education Association as said members authorize the Board to deduct and transmit the monies by check promptly to the Southeastern Greene Education Association.

1. Equal Monthly Installments

Deductions referred to in Paragraph A above, will be made in equal monthly installments during the calendar year.

B. LIST SUPPLIED TO BUSINESS OFFICE

No later than September 15th of each school year, the Association will provide the Business Office with a list of the persons from whom the dues for the Association are to be deducted.

C. AUTHORIZATION CARDS

The Board will honor such authorization cards pursuant to the maintenance of membership agreement as set forth in Paragraph A. A copy of the authorization is hereto attached and made a part hereof.

PAYROLL DEDUCTION AUTHORIZATION CARD

This is to authorize ten (10) equal deductions from my pay for professional dues for:

_____

Name

This authorization will remain in effect unless canceled in writing fifteen (15) days prior to the expiration of the collective bargaining Agreement in effect of this date.

_____ _____

Signature Date

D. FAIR SHARE

Any bargaining unit member who chooses not to become a member of the Association shall pay the Association a fair share fee. Payment of the fair share fee shall be a requite condition of employment and shall be deducted from the pay of the non-member in the same manner as Association dues.

The amount of the fair share fee shall be determined by the Association and will be consistent with the federal and state laws that govern fair share fees. The Association shall certify the amount of the fair share fee and shall transmit it along with the list of nonmembers to the Employer by June 30th of each year.

ARTICLE XV

MAINTENANCE OF MEMBERSHIP

A. PROVISION

The Board agrees that all employees who are presently members of the Association will be subject to the maintenance of membership provision as defined in Article III, Subsection 18 of the Public Employees Relation Act, Act 195.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual teacher heretofore or hereafter executed, shall be subjected to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

B. PRINTING AGREEMENT

Copies of this Agreement shall be printed in sufficient quantity so as to provide a copy for all teachers now employed, hereafter employed or considered for employment by the Board. The costs and responsibilities for printing shall be equally shared by the Board of Education and the Association.

C. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement as established by the rules and regulations of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to its effective date.

D. SAFE WORKING CONDITIONS

The District shall comply with OSHA and Labor and Industry guidelines as they relate to educational institutions.

E. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following address:

1. Association to Board, at the School District's central Administration Offices c/o Superintendent.

2. Board to Association, at the residence of the President of the Association.

ARTICLE XVII

WAIVER CLAUSES

A. NO LOCK OUT – NO STRIKE PROVISION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee bargaining law, Act 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the 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 the term is defined in Act 195) during the term of this Agreement.

B. WAIVERS

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board agrees to reimburse bargaining unit members according at the rate of $520 per credit hour for each college credit hour earned, subject to the following conditions:

1. Credits must be earned in the field of education or related to the teaching assignment, excluding credits that are exclusive to an administrative or supervisory certificate program, which must have prior approval of the Superintendent.

2. A passing grade of "C" or better must be achieved or the satisfactory completion of a non-graded course.

3. In no case shall reimbursement exceed the actual teacher tuition cost.

4. The bargaining unit member must present to the Superintendent a transcript or computerized grade sheet and a receipt showing the cost of the course.

5. Credits must be obtained through an accredited college or university or an approved in-service program.

6. Intermediate Unit classes shall be reimbursed if it is approved by the course of study for which ever college or university is providing the masters level program or certification to that individual, or if it is related to the teaching assignment or certification of the employee.

7. Credits earned prior to ratification of this Agreement are not eligible for this reimbursement and are subject to the terms and reimbursement rate provided for in the previous Agreement.

8. Reimbursement for credits taken for an Instructional II Certification after ratification of this Agreement and/or for programs initiated by registration or enrollment after the ratification of this Agreement to earn a Master's Degree, or a Doctorate Degree, shall be subject to repayment to the District by the bargaining unit member if the bargaining unit member's employment is terminated other than by death, disability or retirement with the District within sixty (60) months of receiving reimbursement based on the following scale:

   (a) 100% of any reimbursement paid to the bargaining unit member within twelve (12) months before termination of employment;

   (b) 80% of any reimbursement paid to the bargaining unit member within twenty-four (24) months before termination of employment;

   (c) 60% of any reimbursement paid to the bargaining unit member within thirty-six (36) months before termination of employment;

   (d) 40% of any reimbursement paid to the bargaining unit member within forty-eight (48) months before termination of employment;

   (e) 20% of any reimbursement paid to the bargaining unit member within sixty (60) months before termination of employment.

ARTICLE XIX

INDUCTION

The induction program is intended to and shall serve the sole purpose of supporting the orderly process of newly hired teachers (inductees) through the initial employment process.

There shall be an induction team in each building for each inductee. The team shall be comprised of one administrator and one Association Member. The induction team (support teachers) shall be selected by the Association from a pool of volunteers. No support teacher shall be assigned to support more than one inductee.

ARTICLE XX

INSURANCE PROTECTION

A. HEALTH CARE INSURANCE

1. During the 2009-2010 school year, the School District shall pay the full premiums for an employee and the employee's spouse and/or eligible dependents. All employees during the 2009-2010 school year shall continue to be covered by the Highmark PPO Blue, Plan G. The employee is responsible for initiating this coverage through the Business Office and to modify the coverage, when necessary.

2. During the 2010-2011, 2011-2012 and 2012-2013 school years, the School District shall pay the full premiums for an employee and the employee's spouse and/or eligible dependents. All employees during the 2010-2011, 2011-2012 and 2012-2013 school years shall be covered by the Highmark PPO Blue, Plan S, with no in-network deductibles. The employee is responsible for initiating this coverage through the Business Office and to modify the coverage, when necessary.

3. During the 2013-2014 school year, all employees shall be covered by the Highmark PPO Blue, Plan S, with no in-network deductibles. Each employee with individual coverage shall contribute $10 a month towards their monthly premium costs, and each employee with other than individual coverage shall contribute $15 a month towards their monthly premiums costs. The premium contribution of each employee receiving health insurance shall be deducted from that employee's paycheck on a monthly basis. The School District shall pay all other premiums for an employee and the employee's spouse and/or eligible dependents. The employee is responsible for initiating this coverage through the Business Office and to modify the coverage, when necessary.

Pursuant to this Program, the District agrees to adopt a “cafeteria plan” as provided for by Section 125 of the IRS Code of 1986, as amended, which is mutually acceptable to the District and the Association. The “cafeteria plan” shall not become effective until July 1, 2010 or until such time as the District and the Association can agree to implement such a plan.

In the event that the Commonwealth of Pennsylvania or the Federal Government shall take action to implement state-wide / national health insurance coverage that would/could include members of the Association, the Association agrees to enter into negotiations with the School District as to implementing such a program of health insurance.

The School District shall provide to each Association member, upon request, a description of the health insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed above.

B. LIFE INSURANCE

The Board agrees to provide all professional employees with a $50,000.00 life insurance policy to include Accidental Death and Dismemberment up to an additional $50,000.00 maximum.

C. DENTAL INSURANCE

The Board agrees to pay for Family Basic Dental coverage 100% (Blue Cross-Blue Shield or the equivalent) for all professional employees.

D. VISION INSURANCE

The Board agrees to pay for Family Vision coverage 100% (Blue Cross-Blue Shield or the equivalent) for all professional employees.

E. CONTINUING BENEFITS FOR RETIREMENT

1. Effective every year of the contract, employees who have completed thirty (30) years of service by the effective date of his/her retirement with the most recent ten (10) years of consecutive service performed in the Southeastern Greene School District, will be provided with Health Care Insurance as stated above in Article XX, Section A for the retired employee and spouse until the retired employee becomes eligible for Medicare.

   To be eligible for continuing benefits for retirement, the employee must provide the School District with his/her irrevocable letter of retirement no later than April 30th of the year in which the employee will be retiring. The effective date of the retirement shall be no later than August 31st of that same year.

   (a) Subject to the immediately following subsections (b) and (c), the District will pay the full cost of the insurance, not to exceed this established premium rates as of June 30, 2006, for employee and spouse. Any premium costs in excess of this amount will be borne by the retired employee.

   (b) Before any premium is paid by the School District for the portion allocated to the retiree's individual coverage, the retiree is obligated to contribute to the purchase of health insurance coverage a minimum of One Hundred Dollars ($100) per month, or such equal, lesser or greater amount as may from time to time be established under Act 23 of 1991 or any similar successor provision and paid by the Pennsylvania State Employees Retirement System (PSERS). The School District's obligation shall be to pay, beyond the retiree contribution, the balance of the premium.

   (c) In the event that health insurance premium costs exceed the June 30, 2006 level, the retiree shall be entitled to credit the E.1.b. copayment toward the retiree's contribution for said excess premium costs.

(d) In the event that the retired employee dies before he/she becomes eligible for Medicare, the coverage will be continued for the spouse under the same terms and conditions until the retired employee would have been eligible for Medicare. In the event that either the spouse or employee predeceases the other, coverage shall convert to single for the remaining period of entitlement. In such an event the employee shall immediately notify the business office.

(e) In the event that the retired employee receiving benefits under this section engages in gainful employment and the new employer provides health care insurance at no cost to the retiree which is equal to the benefits provided by the Southeastern Greene School District, the provisions of this section shall be null and void during such employment. In such an event the employee shall immediately notify the business office.

2. Additional hospitalization and insurance coverages are extended to all retiring personnel. Retirees are obligated to make prior payments as designated by the Business Office.

F. HEALTH INSURANCE OPTION

A professional employee may choose the option of not maintaining membership in the health insurance protection plan. A Five Hundred Dollar ($500.00) monthly compensation payment shall be made to the employee choosing said option. This option shall not be available to any employee of the Southeastern Greene School District who is hired after the date of the ratification of this Agreement whose spouse is also an employee of the School District receiving health insurance coverage from the School District. This prohibition on the receipt of the $500 monthly payment shall not apply to any person who is an employee prior to the ratification of this Agreement. In the event that both spouses are employees of the School District, the employees shall choose which spouse shall receive the School District's coverage and which employee shall be covered under the other's insurance. This choice shall occur on an annual basis. Further, should a qualifying event take place (e.g. divorce, employment outside the District, etc.), which qualifying event changes the status of the employee(s), and such change would otherwise render an employee of the District uninsured, that employee of the District shall resume coverage by the District as provided for above.

This option is not extended to retired employees.

ARTICLE XXI

POLICY OF NONDISCRIMINATION

The Southeastern Greene School District is an equal opportunity education institution and will not discriminate on the basis of race, color, national origin, sex, or handicap in its activities, programs or employment practices as required by Title VI, Title IX, and Section 504.

For information regarding civil rights or grievance procedures, contact Superintendent of Schools, Southeastern Greene School District at 1000 Mapletown Road, Greensboro, PA 15338 (724) 943-3630.

ARTICLE XXII

DURATION OF AGREEMENT

A. EFFECTIVE DATE

This Agreement shall be effective as of September 1, 2009 and shall continue in effect until August 31, 2014 subject to the Association's right to negotiation of a successor Agreement as provided in Article II.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

_____
Dated

Signed by:

_____
Southeastern Greene Board of Education

_____
Southeastern Greene Education Association

EXHIBIT 1-A

Southeastern Greene School District
Base Salary Schedule

	09-10	10-11	11-12	12-13	13-14
18	59,000	59,750	60,500	61,500	63,450
17	40,500	40,750	44,000	44,500	48,750
16	40,000	40,250	43,500	44,000	47,250
15	39,500	39,750	43,000	43,500	46,750
14	39,000	39,250	42,500	43,000	46,250
13	38,500	38,750	42,000	42,500	45,750
12	38,000	38,250	41,500	42,000	45,250
11	37,500	37,750	41,000	41,500	44,750
10	37,000	37,250	40,250	40,750	44,000
9	36,500	36,750	39,750	40,250	43,500
8	36,000	36,250	38,000	38,500	41,750
7	35,500	35,750	37,500	38,000	41,250
6	35,000	35,250	37,000	37,500	40,750
5	34,500	34,750	36,500	37,000	40,250
4	34,000	34,250	35,500	36,000	39,250
3	33,500	33,500	33,500	33,500	33,500
2	33,000	33,000	33,000	33,000	33,000
1	32,500	32,500	32,500	32,500	32,500

EXHIBIT 1-B

Southeastern Greene School District
Athletic and Band Salary Scale

SALARY	
Athletic Director	3775
Band Director (varsity)	2550
Band Director Assistant	1100
Elementary Band	500
Head Varsity Baseball Coach	2175
Baseball Asst. Varsity Coach	1650
Head Varsity Basketball Coach	2850
Basketball Asst. Varsity Coach	2150
Basketball 7/8 Grade Head Coach	1750
Head Varsity Cheerleader Coach SH	1700
Cheerleading Head Coach JH	1275
Head Varsity Football Coach	3050
Football Asst. Varsity Coach (2) **	2150
Head 7/8 Football Coach	1750
Head Varsity Golf Coach	2100
Head Varsity Softball Coach	2175
Softball Asst. Varsity Coach	1650
Head Varsity Volleyball Coach	2100
Volleyball Asst. Varsity Coach	1500
Head 7/8 Volleyball Coach	1750
Weight Trainer	2150

Base salaries will remain the same through the life of the contract. However, notwithstanding any provision to the contrary, the Base Salaries and the provisions contained below represent only the minimum compensation to be paid to the individuals holding these positions. The School District, in its sole discretion, may elect to pay up to and including Two Thousand ($2,000.00) Dollars over the above yearly compensation contained in Exhibit 1-B. In the event that the School District shall pay a higher salary for a position, it is agreed that the payment of such salary shall not constitute a past practice. However, for so long as that specific individual shall hold that specific position, their salary may never be reduced.

A Varsity Band Director, Athletic Director, Head Varsity Cheerleader, and Head Varsity Coach, who is not receiving compensation above that yearly compensation contained in Exhibit 1-B, and including the increments for subsequent years of service, shall receive an increment of $100.00 for each subsequent year of service after the 2000-01 term, which will be added to the affected person's compensation.

Any new head position, athletic director, and/or band director hired after this agreement has been approved will receive an additional $100 per year for each year of experience in that position from last date of hire.

Any and all assistants who are not receiving compensation above that yearly compensation contained in Exhibit 1-B, and including the increments for subsequent years of service, will receive $25 in addition to the base salary for each consecutive year of experience in that position starting with the 2006-2007 work year.

** The District reserves the right to hire more than two (2) person for this position for any year. Each person hired for this position shall receive the annual salary stated in Exhibit 1-B.

EXHIBIT 1-C

Southeastern Greene School District
Sponsor and Advisor Salary Scale

	SALARY
Chorus High School	800
Chorus Elementary	500
National Honor Society	650
Class Advisor Sr.	1,075
Class Advisor Jr.	1,100
Class Advisor So.	850
Class Advisor Jr. High	650
Student Council	800
Interact	500
Yearbook Advisor	950
Future Teachers of America	450
Ski Club	250
Future Business Leaders of America	550
Graduation Project Advisor	2260
Students Against Destructive Decisions	375
District Spelling Bee Co-coordinator	300
Academic League HS, 7/8 and Elementary (3)	300

However, notwithstanding any provision to the contrary, the Base Salaries and the provisions contained below represent only the minimum compensation to be paid to the individuals holding these positions. The School District, in its sole discretion, may elect to pay up to and including Two Thousand ($2,000.00) Dollars over the above yearly compensation contained in Exhibit 1-C. In the event that the School District shall pay a higher salary for a position, it is agreed that the payment of such salary shall not constitute a past practice. However, for so long as that specific individual shall hold that specific position, their salary may never be reduced.

Any bargaining unit member holding the above position(s) who are not receiving compensation above that yearly compensation contained in Exhibit 1-C, and including the increments for subsequent years of service, shall receive $25 per year for each year of consecutive service in that position.

The Driver's Education Instructor will receive an hourly rate of $22.50 for work done beyond regular workday/work year.

Mentor Teacher(s) will receive an annual stipend of $350. Mentor Teacher position(s) will be offered first to bargaining unit members who are certified in the subject area to be mentored and will be awarded to the applicant(s) according to greater(est) seniority.

If a sponsorship occurs in a building different from that to which the bargaining unit member is assigned, he/she must obtain prior approval from their building administrator for activities/events occurring during the school day.

SOUTHEASTERN GREENE EDUCATION ASSOCIATION

and

SOUTHEASTERN GREENE SCHOOL DISTRICT BOARD OF DIRECTORS

AGREEMENT

1 SEPTEMBER 2009

_____

31 AUGUST 2014

Southeastern Greene Education Association

Southeastern Greene School District

Agreement

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