STEELTON-HIGHSPIRE SCHOOL DISTRICT

and

STEELTON-HIGHSPIRE EDUCATION ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

July 1, 2008 through June 30, 2011

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ARTICLE I

Recognition, Purpose and Distribution

A. Recognition

The Steelton-Highspire Education Association is hereby recognized by the Steelton-Highspire School District as the bargaining agent for all REGULAR PROFESSIONAL EMPLOYEES, EXCLUDING SUPERVISORS, FIRST LEVEL SUPERVISORS AND CONFIDENTIAL EMPLOYEES properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

Both parties aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

B. Maintenance of Membership

In accordance with the Pennsylvania Public Employee Relations Act (Act 195), all employees who are presently members of the bargaining agent shall be subject to the "maintenance of membership" provisions as defined in Article III, subsection (18) of the Pennsylvania Public Employee Relations Act (Act 195).

C. Distribution

Copies of the Agreement shall be reproduced within thirty (30) days after the Agreement is signed and presented to all professional employees. All new employees shall receive a copy of this Agreement at the time they are employed.

D. Fair Share

Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988. The School District and the Association agree to comply with all the provisions of the said law, and the Association agrees to extend, to all non-members, the opportunity to join the Association.

The Association shall indemnify and hold the School District harmless against any and all claims, suits, orders or judgments brought or issued against the School District as a result of the action taken or not taken by the School District under the provisions of this Article.

The Association will defend the District in any such lawsuit at the expense of PSEA and through an attorney of its selection.

ARTICLE II

Leaves of Absence

A. Sabbatical Leave for Restoration of Health and Professional Development Leave

Sabbatical Leaves for Restoration of Health shall be granted upon request by an employee in accordance with the Pennsylvania Public School Code of 1949, as amended. Should the District wish to verify an employee's request for leave through a second medical opinion, costs and fees related thereto shall be at the District's expense. The current Sabbatical Leave policy adopted by the board shall be attached to and made a part of this Agreement.

A leave for Professional Development (Education Sabbatical) shall be granted upon request by an employee in accordance with the Pennsylvania Public School Code of 1949, as amended. Requests for Professional Development Leave shall be submitted to the Superintendent by April 1 of the current school year for leave to be taken in the following school year. A maximum of ten percent (10%) of the professional staff may be on Professional Development Leave at any time.

B. Bereavement

1. Immediate Family

An employee absent from duty because of the death of a member of the immediate family shall be entitled to five (5) school days of leave with pay for such reason. Members of the immediate family shall be defined as the father, mother, brother, sister, son (step-son), daughter (step-daughter), husband, wife, parent-in-law, step-parent or near relative of said employee who resided in the same household of said employee or any person with whom said employee has made his/her home or any other near relative for whom the employee is responsible for handling the funeral arrangements provided that such leave is contiguous with the day of the funeral. Except that said employee is entitled to three (3) school days leave because of the death of a grandchild, grandparent, son-in-law, daughter-in-law, or step-parent-in-law.

2. **Near-Relative**

An employee absent from duty because of the death of a near relative of said employee shall be entitled to one (1) school day of leave on the day of the funeral of said near relative. Near relative shall be defined as a cousin, aunt, uncle, niece, nephew, corresponding in-laws as well as great grandparent, great grandparent-in-law, brother-in-law, sister-in-law, grandfather-in-law or grandmother-in-law.

An additional day of leave shall be granted in the event the employee must travel one hundred fifty (150) miles or more, one way, in order to attend the funeral of a near relative as defined above.

C. Illness and Injury

An employee who is prevented by illness (which shall include disability resulting from pregnancy) or accidental injury from fulfilling his or her professional responsibilities shall receive as pay for each day of absence, up to ten (10) days in the school year in which the illness or accidental injury occurs, the same wage payments said employee would have received had said employee actually performed his or her duties during said period.

The District may request the employee to provide a doctor's certificate for absences from work claimed due to sickness for three (3) or more consecutive days. For absences of less than three (3) days, the District may request a doctor's certificate where the District has reason to believe that the employee is abusing the sick leave privilege.

Sick Leave may be taken in half (½) day increments for health related appointments or procedures. An employee must give the building principal as much notice as possible that she/he intends to use a half (1/2) day of sick leave. It is agreed between the parties that the notice of intended use does not require the employee to divulge a medical condition, although it may be necessary to identify her/his health care provider.

Any unused portion of the aforesaid ten (10) day absence period may be accumulated in the Board's School District from year to year. Such absence time with pay as may have been accumulated in the Board's School District may be applied in any one or more subsequent school years in the event the employee is prevented by illness or accidental injury from following his or her occupation. Accumulated sick leave from other districts may be transferred into the Board's School District as provided in the Pennsylvania Public School Code of 1949, as amended.

In case of accidental injury while on the job, the employee will be paid for sick leave up to maximum accumulation. However, he or she may elect to receive Workmen's Compensation payments in lieu of sick leave for the duration of the injury, but he or she may not receive both sick leave and Workmen's Compensation at the same time. In the event, if the disability extends beyond accumulated sick leave, then he or she shall apply for payments provided by Workmen's Compensation carrier. A professional employee

shall not lose any sick leave days or salary because of an injury resulting from an assault by a student, if the employee acted in a proper professional manner as determined by a committee composed of one (1) member of the Association, one (1) administrator, and one (1) board member.

Employees having exhausted their accumulated sick leave shall not be granted days off without pay except as expressly permitted by the superintendent in response to an employee's request for such days, except as permitted by the Family and Medical Leave Act in accordance with applicable District policies. An employee may be subject to progressive disciplinary action for absences not covered by paid leave or FMLA.

D. Family Sick Days

Up to five (5) days of the employee's ten (10) day allotment of annual sick leave may be used for family illness(es). These days will not be accumulated from year to year. Immediate family is defined as family members residing within the employee's household, including an elderly parent or child living outside the home.

E. Family and Medical Leave Act

General Entitlement: The Employer shall comply with the requirements of the Family and Medical Leave Act of 1993 (hereinafter FMLA) and its corresponding regulations. Nothing in this Agreement shall be construed to lessen or diminish the rights guaranteed to the employees under the FMLA. It is further agreed and understood that nothing in the FMLA shall lessen or diminish any rights to leave that are contained elsewhere in this Agreement or are guaranteed by statute, except as specifically provided herein.

F. Personal Days

All teachers will be allowed two (2) days personal leave per year at their own discretion provided that no more than 5% of the professional staff per building shall be allowed to leave on any one day and, whenever practical, shall submit their request in writing three (3) days prior to the day requested leave. Personal leave days may be accumulated to a maximum of five (5) days, three (3) of which may be carried over to a new school year. Employees who have completed twelve (12) years of service with the District will be allowed three (3) personal leave days per year.

Employees shall be reimbursed at the daily substitute rate for unused personal days. Employees shall be canvassed regarding their election option during the second semester of each year.

No more than the equivalent of one (1) personal leave day will be granted on a half-day basis each year. Any remaining half-day increment may be carried over to a new school

year, up to three (3) days maximum. Except in emergency situations personal days may not be scheduled on a planned staff development day.

Personal leave may not be taken during the first or last five instructional days without approval granted by the Superintendent. Such approval shall not be unreasonably withheld.

Only those employees identified as the Club Advisor may accompany students on field trips without being required to use Personal Leave. All other employees must request Personal Leave as provided in this Section.

G. Child-bearing Leave

Child-bearing leave, which includes leave for adopting a child, shall be granted in accordance with the guidelines of the Pennsylvania Human Relations Commissions and Equal Opportunity Employment Act of 1972.

H. Jury Duty

A member of the bargaining unit who serves on jury duty or who is subpoenaed as a witness in any judicial or administrative proceeding shall be compensated by the District at his/her regular rate of pay in addition to any compensation received as jurors or witness fee.

ARTICLE III

Hours of Work and Other Conditions of Employment

1. School Calendar

In matters that pertain to the school calendar, in-service courses, workshops, conferences and programs designed to improve the quality of instruction, the Association will be consulted when practical, but the final decision will be made by the Administration and the School Board. A committee comprised of the executive officers of the Association and three individuals appointed by the Board of School Directors shall meet for the purpose of developing a proposed school calendar which shall include the student days, in-service days, in-service courses, conferences, and programs designed to improve the quality of instruction. This Committee shall present its recommendation to the Board no later than February 1st. Final decisions related hereto shall rest with the Board of School Directors

2. Teaching Assignments

The Board acknowledges that a smaller class size is correspondingly beneficial to student learning and achievement, and to that end will make reasonable effort to keep primary grades (K-3) classes as small as possible.

The classroom teacher may request the principal review her/his class size when, in the teacher's opinion, the number of students, or mix of students requiring special attention, is sufficient to be detrimental to student learning. The principal will assign a full-time instructional aide to the class in accordance with applicable procedures. Said procedures will be developed, and agreed to, by representatives of the Association and District Administration.

All teachers shall be notified of their grade-level assignment not later than the last day of school in May. It is understood that grade-level assignments and related schedules, once established for the school year, shall not be changed except in those instances of significant student population changes, and that in such cases the administration shall provide supporting justification to the Association.

3. Work Hours

The teachers' workday for both elementary and secondary personnel shall not exceed seven (7) hours and thirty (30) minutes except as stated in paragraph two (2) ,faculty meetings, and three (3), professional development, of this Section.
The starting and ending times shall be as follows:

Secondary	7:30 a.m. – 3:00 p.m.
Elementary	8:00 a.m. – 3:30 p.m.

Faculty Meetings:

Monthly Faculty Meetings for the secondary staff will begin at 2:40 p.m. and end not later than 3:40 p.m., or such earlier time as is appropriate according to the purpose of the meeting. Monthly Faculty Meetings for elementary staff will begin at 3:30 p.m. and end at 4:30 p.m., or such earlier time as is appropriate according to the purpose of the meeting.

Professional Development:

In order to provide sufficient time for professional development, the Parties agree to extend the workday for one day per work-week (Monday-Friday) for secondary employees by not more than forty (40) minutes. In exchange for the extended workday, said employees required to attend the professional development shall be allowed to leave the building at 2:40 p.m.(20 minutes before the end of the normal workday) on two (2)

days during the same workweek. The affected employee shall notify the building principal, or appropriate supervisor, which days they are leaving early.

For the life of this Agreement, the school year shall be 188 professional workdays. This includes 182 student days (one student day will be used as the first snow day in the event school is canceled, and a second student day will be used as the second snow day in the event that school is canceled), five (5) in-service days plus the equivalent of one (1) day (7.5 hours) to be used for activities outside of the school day. Teachers will submit proposed activities during the first week of school to the building principal. Activities will focus on exposure and involvement of teachers with the communities after regular school hours.

In the event scheduled staff development days are lost during the regular academic year, the District may reschedule the staff development days at the end of the current academic year.

All employees with less than one full academic year of service with the District shall be required to attend the two-day orientation session held immediately prior to the beginning of the academic year. This session shall be in addition to the 188 days scheduled for professional employees.

4. Planning Time

The Board will provide every professional employee adequate time during the six (6) day cycle, released from student contact, to organize and plan performance of their professional duties. Such time shall be used for planning lessons, parent phone calls, observation conferences (unless the teacher and principal agree to meet at another time), or teacher initiated meetings with parents or administrator. The Parties agree that the six (6) days in the cycle shall be apportioned for individual or team planning, and professional development as follows:

- One (1) day may be utilized for District initiated professional development, except for secondary employees (see Article III, Section C.),
- One (1) day may be utilized for other District initiated purposes,
- One (1) day may be utilized for team planning, and
- Three (3) days shall be set aside for individual planning, preparation and other administrative responsibilities as defined above.

Individualized Educational Plan (IEP) meetings, and/or parent meetings, should generally be scheduled before the student day begins or at the end of the student day. In the event such meetings cannot be scheduled at these times, and it is determined that the only time for such a meeting would be during the teachers planning time, the case manager will give the teacher notice that the intended meeting will be scheduled during her/his planning time.

A teacher who loses her/his planning time shall be compensated twenty-five dollars ($25.00) per instance.

The building principal shall ensure that Special Education teachers/Case Managers have sufficient time to complete required Individualized Educational Plans. Accordingly, teachers responsible for writing IEP's shall not be assigned a duty during both the first and last period of the day, and the District shall provide the teacher/case manager with a classroom substitute on an as needed basis at the request of the teacher/case manager.

5. Lunch Period

Each employee shall be entitled to a lunch period of thirty (30) consecutive minutes each school day, which shall be free of and uninterrupted by supervisory or other duties.

6. Sign In and Sign Out

All employees subject to this Agreement will be required to sign in and out when they leave the building during lunch periods and unassigned periods. Administrative permission must be given prior to leaving the building during the school day.

ARTICLE IV

Association Rights

A. Association Meeting Parameters

The Association and its representatives shall be allowed the use of school buildings for local Association meetings before and/or after school hours so long as the Principal of the building is notified in writing three (3) days in advance of the requested meeting date and said date does not interfere with previously scheduled activities.

B. Use of School Facilities and Equipment

The Association shall have use of bulletin boards in all faculty rooms, the use of interschool mail facilities, and the use of school mail boxes. The Association shall be allowed the use of all office equipment (computers, copying equipment, etc.) for the Association business provided it is done before or after school hours and that the Building Principal is notified so that an accurate record may be kept of all supplies used so that the Association can be properly billed for materials used.

The School District also agrees to provide an area for the placement of a filing cabinet for storage of the Bargaining Unit's records.

The Association shall have the right to make announcements over the public address system in all schools when the principal thinks it appropriate.

C. Information Release

The Employer agrees to furnish to the Association public record relating to financial and personnel data necessary to assist in developing recommendations and proposals for negotiations and processing grievances. The Secretary of the School District shall be given sufficient notice of the desire to exercise such rights.

D. Agenda Placement

The Association shall be allowed a place on the agenda of the first general meeting of all teachers at the opening of school.

The Association shall be allowed a place on the agenda of any orientation programs for new teachers when the Superintendent deems it advisable.

E. Communications

The Administration shall have the responsibility to inform all teachers of assemblies and special programs which will interfere with the plans in the lesson book, one week in advance of the occurrence of such programs, if possible.

F. Policy and Regulation Duplication

The Association is authorized to make as many copies of the Policies and Administrative Regulations as they desire or deem necessary.

G. Dues Deduction

The School District will make payroll dues deductions for the Association. Deductions will be made in thirteen (13) equal pays beginning with the second pay in the month of October on all persons who are members on October 1 of the year and who deliver written authorization for payroll deduction by October 1 to the School Board Secretary. This authorization shall be valid each school year of this Agreement.

H. Association Days

The Board shall permit the President of the Association or his/her designee a total of five (5) work scheduled days with pay per year to carry out Association business. A maximum of two Association designates may take Association leave on the same day. In the event the District must employ a substitute teacher to replace an employee on Association leave the cost of said replacement shall be reimbursed to the District by the Association.

I. Release Time

The District shall, whenever practical, make an effort to provide release time equivalent to two class periods per week to the President of the Association for performance of Association business. The President shall suffer no loss of wages, benefits or other contractual advantages as a result of this.

ARTICLE V

Professional Employee Rights and Responsibilities

A. Grades

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students. No grades or evaluations shall be changed without consultation with the teacher. Any changes made to student's grades or evaluations shall be signed by the administrator making said change/s. When a student's failure, as recorded by the teacher, is overruled by an administrator, such action by the administrator shall be noted and signed by the administrator, after review by the Superintendent, or his/her designee.

B. Lesson Plans

Lesson plans shall be available online in the building share folder or whatever similar format is provided, and shall be kept one (1) week in advance of the current lesson. It is understood that proper training will have been completed and necessary computer capability will be in place before effected employees will be required to fulfill this responsibility.

C. Student Disciplinary Procedure

Building administrators and faculty representatives will meet to develop a student discipline procedure. Such procedure will be the result of mutual agreement between the parties. Each professional employee will be given a copy of the procedures at the beginning of the school year.

All teachers who send a student to the office for disciplinary reasons listed in said policy shall complete the appropriate form and send it to the office promptly. The Administration shall have the responsibility of adhering to the building disciplinary policy and completing their part of the disciplinary form and returning it to the teacher.

D. Representation Clause

Every professional employee shall have the right to have an Association representative present when asked to meet with the Board or any member of the Administrative staff.

Legal assistance will be provided by the District if a professional employee is attacked by a parent, student, or others who are not employees of the District if they are not defended by their own professional organization and the incident is school related and the employee was acting in accordance with clearly defined school district policies and procedures.

E. Job Security and Job Progression

The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with the various classes of employees. The parties hereby aver that such provisions of the School Code represent their complete agreement exclusive of those matters expressly set forth herein and that said provisions shall govern the manner in which the job security, job progression, and reduction in force practices shall be effected with respect to members of the bargaining unit.

ARTICLE VI

Employment Security and Grievance Procedure

A. Seniority

Seniority shall begin from the point of original hiring. Seniority shall be considered to be the total length of service in the School District but shall be considered broken in the event of voluntary termination or separation from the District. Seniority shall be district-wide including Jointures or Consolidations. Seniority shall not be dependent upon the area of certification being taught except where people are not certified to teach in other areas. Seniority shall accrue to a teacher according to years of service in any and all areas of his/her certification.

Seniority shall be determined on the basis of school year. An employee who works more than the normal school year shall not be considered to have accumulated more seniority than an employee who works for the normal year. Service rendered, however, on a part-time, temporary or emergency basis shall be counted as a fractional part of the school year. Whenever seniority is a consideration for making a determination within this Agreement and two or more employees have the same amount of seniority, the determination shall be made as follows:

1. district seniority
2. total years of service
3. the average of all ratings, if made numerically
4. by lot.

B. Criticism

Any adverse criticism of a bargaining unit member by a supervisor, administrator, fellow bargaining unit member, or Board member shall be made in confidence and never in the presence of students, parents, or other public gathering. This type of criticism may not be made against any other member of the bargaining unit or against administrators or Board members.

C. Discharge, Discipline, Reprimand

The School District may suspend, discharge, discipline, reprimand, reduce in rank or compensation, transfer, deprive of any professional advantage, give an adverse evaluation of professional service to any member of the bargaining unit so long as it does so with just cause within the parameters of current legislation and regulations.

D. Reduction in Force

During the term of this Agreement any reduction of the work force that occurs shall be according to the provisions covering such actions in the Pennsylvania School Code and shall be carried out using attrition whenever possible. When it is necessary to furlough an employee, it will be effected by reverse order of seniority within the field of certification. Employees who are furloughed shall be recalled in reverse order of furlough.

E. Postings

When permanent teaching positions and those positions enumerated in Schedule A become available, school employees shall be notified and shall have the first opportunity for assignment to these positions. When two (2) or more current employees apply for the same position, the positions shall be awarded to the most senior qualified individual. The Board shall post vacancies for not less than ten (10) workdays. There shall be prompt posting in building and District offices, on faculty bulletin boards, and on the District web site. Notice of vacancies during a summer vacation period shall be given by email as soon as they occur.

F. Personnel Files

Each employee shall have the right to review the contents of his/her file, upon reasonable notice. It is understood that pre-employment confidential materials can be removed by the Superintendent of Schools.

Each employee shall be notified by the custodian of the employee's personnel file as to the addition or deletion of any materials to such file.

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The employee shall also have the right to subject a written answer to such material and this answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. In the event that an employee shall refuse to sign, an administrator and/or witnesses may affix a statement to that effect with/on the document.

G. Grievance Procedures

The parties to this Agreement agree that an orderly and expeditious resolution of grievance arising out of the interpretation of the terms of the Agreement shall provide for a step process which is described in the following paragraphs and the table attached hereto:

Step 1 - The person, or persons initiating the alleged grievance, shall present the grievance orally to the building principal, who shall reply orally within three (3) school days of the presentation of the grievance.

Step 2 - If the action in Step 1 fails to resolve the grievance, the person or persons initiating the alleged grievance shall present the grievance, in writing, on a form provided by the Employer, to the building principal within three (3) school days after the oral reply in Step 1. The grievance must state the facts of the case. Either party shall have the right to request a conference. The conference shall be conducted within five (5) school days after the grievance is filed.

The building principal will serve an answer in writing to the employee within three (3) school days of the receipt of the grievance, or if a conference is requested, within three (3) school days after the conclusion of the conference.

Step 3 - If the action in Step 2 fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred, in writing, to the Superintendent within five (5) school days from the receipt of the Step 2 written reply. Upon request of either party, a conference shall be conducted within five (5) school days after the receipt of the appeal.
The Superintendent will serve an answer, in writing, within five (5) school days after receipt of the appeal, or, if a conference is requested, within five (5) school days after the conclusion of the conference.

Step 4 - If the action in Step 3 fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred by either party to the Board of Education for study, and a decision shall be announced at the next regularly scheduled meeting of the Board of Education.

Step 5 - If the action in Step 4 fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred to binding arbitration by either the District or Association as provided in Section 903 of the Act. The arbitrator shall be chosen from a list provided by the Pennsylvania Bureau of Mediation or American Arbitration Association. If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of Education in Step 4 will be final.

Where a grievance is presented within the last two (2) weeks prior to the close of school, the procedure shall be accelerated. No grievance shall be initiated for adjudication of this

procedure after two (2) weeks from the occurrence thereof. The Association may initiate a grievance.

ARTICLE VII

Early Retirement Incentive

A. Unused Sick Leave

Each professional employee, who has been employed by the District for fifteen (15) consecutive years at the time of retirement or termination, shall be reimbursed at a rate of one-half the casual substitute per diem rate for each day of sick leave and personal leave they have credited to them when they terminate service from the district at the conclusion of the school year; or in the case of total disability of the employee or in case of retirement at any time during the school year. Compensation shall not exceed nine thousand dollars ($9000) during the term of the Agreement.

The total amount payable to a qualified employee shall be deposited in a 403(b) account in the name of the affected employee, or such other financial vehicle as may be allowed by the Internal Revenue Service.

In the event of the death of the employee prior to retirement or termination, any compensation for which the employee would have been entitled as enumerated above shall be paid to the estate of said employee.

B. Retiree Medical Insurance

To the extent permitted by law, applicable governmental regulations and agencies, full-time employees in active service, having completed twenty-five (25) years of service in public education, who have been employed in the Board's school district for at least fifteen (15) years, who shall become eligible for retirement as defined in the Public School employees Retirement Code, and who notify the Board in writing of their intent to retire on or before February 1, except in the case of serious illness or injury, of their final academic year, shall receive employee-only fully-paid medical insurance as provided to active employees (Highmark Traditional/MM/PPO) for up to five (5) years immediately after retirement.

The retiree will remain eligible for coverage until such time as he/she becomes eligible for Medicare, or its alternative/substitute government-sponsored plan/benefit, provided the retiree is not eligible for coverage under another medical plan. At the time of retirement, the employee must also state whether they are electing additional coverage under Article IX, Section G.

D. Post Retirement Benefit Account

The District will provide a 403(b), or 403(b)(7), account to each employee, and will deposit into said account, on behalf of each employee, upon her/his retirement from the District, the full amount of compensation due the employee for unused sick leave, and/or early retirement incentive.

E. Flexible Spending Account

The District will provide a Flexible Spending Account (FSA), as authorized by Internal Revenue service Code, Section 125, into which employees may authorize the pre-tax deduction of a portion of their compensation, as may be limited by Section 125, to be used for specific insurance premium expenses, health care expenses and dependent care expenses. If at any time Section 125, or its underlying regulations(s) should be amended, the parties shall promptly amend the FSA as herein defined.

ARTICLE VIII

Salary

A. Wage and Salary Provisions

1. The parties agree that wages and salaries to be affected by this Agreement are accurately reflected in Schedule B, made part of this Agreement, and the schedule of wages and salaries set forth in Schedule B shall be the schedule which shall remain in force for the period of this Agreement.

2. In the event that the term of this Agreement shall be extended as provided in Article XII, Paragraph D., and in the event that such mutually agreed upon changes result as a condition of such an extension then a revised Schedule B shall be executed by the parties and attached to and made part of this Agreement.

3. The parties agree that work performed beyond the contractual work year at the request of the employer will be compensated at the individual's per diem hourly rate, except where the rate of compensation is stipulated elsewhere in this Agreement.

B. Service Increment

No service increment shall be earned after the 1990-91 school year and the increment earned to that point shall be frozen and shall be paid to the individuals currently receiving the increment on an annual basis.

C. Department Heads/Grade-Level Coordinators

Department head and grade level coordinator salaries shall be $1100 per school year. A department head shall be named for each department of three or more teachers when the Board feels there is a need for a department head. The number of department heads and grade-level coordinators shall remain at the 2001-2002 level for the term of this Agreement.

D. Homebound

The homebound rate shall be $25.00 per hour for the life of this Agreement.

E. Cafeteria Supervision

The compensation for cafeteria supervision in the high school and at the elementary school shall be $8.00 per one-half hour for the duration of the contract. Those employees assigned cafeteria supervision in the elementary building will alternate, at the beginning of the second semester, said assignment with those employees assigned recess duty. Cafeteria duty shall be understood to mean moving around the cafeteria supervising students and not sitting at the teacher table.

F. Extra-Curricular Activities

The Board shall pay professional employees for extra-curricular activities as provided in Schedule A attached.

G. Direct Deposit

Employees are required to notify the business office of the financial institution into which their pay will be direct deposited not later than July 1st of each school year.

Employees may make changes to their 403b participation twice each year as indicated here. The changes will be effective the first pay in April and the first pay of the new school year. Notification must be made to the business office at least 30 days in advance of the change. The total number of 403b providers will be increased to a total of five (5). A minimum of three (3) employees must request that a provider/403b program be considered for addition to the Steelton-Highspire School District 403b participation providers list before it will be added to the list.

H. Other Teaching Assignments

The District shall pay professional employees for other teaching assignments such as detention hall and Saturday School at the rate of $22.00 per hour, and alternative and summer school at the rate of $25.00 per hour (Alternative School class size will follow State guidelines). Class coverage will be paid at the rate of $10.00 per period for covering a class for a teacher who must leave their assignment unexpectedly. Class coverage for Elementary and Jr. High/Middle School employees will be compensated at the daily substitute rate per day divided among the employees assigned responsibility for the affected students.

When asked to cover a class for another teacher in lieu of a "duty", Secondary employees will be compensated at twenty dollars ($20) per period covered. To be eligible for such compensation, the teacher shall follow the lesson plan(s) provided in the shared-folders for the class or those plans provided by the regular classroom teacher.

I. Reimbursable Committee/Staff Work

The District will reimburse for work beyond the normal contract workday/work year. Examples of reimbursable projects would include:

1. When teachers work on curriculum writing or related curriculum work such as interdisciplinary projects, State Standards, etc., whether as a group or individually, they will be paid $22 per hour for all satisfactorily completed work. This work should be completed in no more than twenty (20) hours with an average course or project taking ten (10) to twelve (12) hours. The teachers must submit hourly logs on the designated District form with their satisfactorily completed work by the agreed upon due date. Payment will only be made for that work which is completed beyond the contractual workday/work year.
2. Awarding of Act 48 credit shall be in accordance with PDE regulations.
3.

J. Induction

Salary shall be set at $500.00 for the life of the contract for teachers acting as mentors for each newly hired employee.

ARTICLE IX

Other Professional Employee Benefits

A. General Coverage

Subject to the terms and conditions set forth in this article, the District shall pay the premium or other costs specifically identified in advance by the parties hereto on behalf of each currently employed professional employee. Each employee will select from the Options identified in Section B. Employees who choose Option 3 shall have deducted from each pay, eighteen dollars ($18.00) for Single coverage, or twenty –five dollars ($25.00) for coverage other than Single coverage. Should the District regularly employ a professional employee less than full time, that employee shall have premiums paid by the District in relation to that person's part-time employment to full-time employment provided, however, that the employee pay to the District the difference in group premiums for each coverage chosen by the employee.

B. Health Insurance

1. Effective July 1, 2002, employees will have the following medical insurance options:

   Option 1 – Deleted (2008-2011)

   Option 2 – Blue Shield–Highmark (PPO Blue-HSA) to include dependent coverage for eligible dependents. The Board will pay the full premium for employees electing medical coverage under Option 2. (See Appendix B for plan details – Group No. 02864303)

   Option 3 – Blue Shield–Highmark (PPO Blue-HRA) to include dependent coverage for eligible dependents. The employee will pay, to the District, $18.00 per pay for Single coverage, or $25.00 per pay for coverage other than single coverage. The Board will pay the full premium to blue Shield-Highmark for employees electing medical coverage under Option 3. (See Appendix B for plan details – Group No. 02864304).

2. When both spouses are employees of the District, such employees may elect individual single coverage, or when both spouses are employees of the District, one spouse may elect family coverage which would treat the other spouse as a dependent, and, in the event of such election, would preclude the "dependent spouse" from electing their own single coverage. In the event the spouse of a District employee is provided health insurance through their employer, and the spouses employer is not SHSD, said spouse *is not* eligible for inclusion in the SHSD provided health insurance plan. District employees constrained by the

spousal limitation, as described herein, must be given the opportunity to include their spouse in the event the spouse experiences a complete loss of health insurance, a significant deterioration of plan benefits, or the premium share paid by the employees spouse to their employer changes – which would immediately trigger action by the District to include the spouse in the employees health insurance plan.

4. Employees will be permitted to switch medical insurance plans once per year upon thirty (30) days advance notice. Coverage under **Option 2**, or **Option 3** is subject to the policies, procedures and operating guidelines of the carrier.

5. During the term of this Agreement, employees shall also have the option of electing to waive medical insurance coverage provided hereunder. If the employee elects to waive medical insurance coverage provided hereunder, he/she shall be paid a sum of two thousand dollars ($2000) each year or fraction thereof when the employee elects no medical insurance coverage. Payment shall be made in a lump sum payable on or before the first pay in December of each year. This provision is intended to be in accordance with the provisions of Section 125 of the Internal Revenue Code. Employees have the opportunity to reenter either of the medical plans once per year. However, the employee must notify the District on or before June 1st of the current year to be eligible for coverage for the year beginning July 1st. However, employees shall be permitted to revoke such waiver as of the first day of the month next following a lifestyle change or cessation of alternate coverage. A lifestyle change shall be defined as marriage, divorce, birth or adoption of a child, death of a spouse or qualifying dependent, or starting or ending of a spouse's employment. Employees will be required to provide a written statement demonstrating they have been dropped from alternate coverage. Employees re-entering a medical insurance program provided hereunder will receive a pro-rated portion of the amount listed above for the period of time the employee was not covered under any District provided medical insurance plan.

C. Dental Care

During the length of the contract the Board shall provide United Concordia coverage with additional coverage for oral surgery, crowns, inlays, onlays, prosthetics and periodontics reimbursed at 50% UCR, and orthodontic coverage reimbursed at 50% UCR up to a maximum of $1,000.00 per individual per calendar year, or its equivalent for all members of the group and their eligible dependents.

D. Vision Care

During the length of the contract the Board shall provide Blue Shield OptiChoice Managed Vision Care benefits as defined in the OptiChoice agreement made with the Steelton-Highspire School District. Each employee will receive a copy of this agreement.

E. Life Insurance

The Board shall pay the entire cost of a life insurance policy for all professional personnel as follows: staff earning $20,000-$30,000, receive a $30,000 term policy; staff earning $30,000-$40,000, receive $40,000 term policy; staff earning $40,000-$50,000, receive $50,000 term policy; staff earning $50,000-$60,000, receive $60,000 term policy.

F. Graduate Credit/Professional Development Reimbursement

The Board agrees to pay for the cost of all credits earned toward permanent certification in a graduate program leading to an advanced degree (or in an area that would lead to improvement in teaching skills in an area in which the teacher is certified) Upon presentation of proof of enrollment, the District will make an advance payment, not to exceed fifty percent (50%) of the eligible cost, directly to the institution in which the employee is enrolled. The District will make the advance payment and reimburse the employee for the balance paid to the institution under the following conditions:

1. Prior approval must be given by the Superintendent of Schools to qualify for reimbursement, and/or horizontal salary schedule advancement.
2. Official transcripts of work completed shall be required for payment and all payments will be made within 90 days of completed request accompanied by a receipted bill for the course taken.
3. This shall be a one time payment for courses in which the member of the bargaining unit has received at least a C average.

The Board will reimburse the employee for the cost per credit up to a maximum of the Penn State rate for each credit earned:

Exceptions to the twelve (12) credit maximum may be made on a case-by-case basis when the employee is a degree candidate and is enrolled in an approved earned Master's or earned Doctorate degree program and the credits for which the individual is seeking reimbursement are required courses in that particular program.

Pay Back Provision – An employee receiving tuition reimbursement who leaves the District shall be obligated to pay back the cost of credit reimbursement under the following schedule:

1st Year	100%
2nd Year	50%
3rd Year	25%

Pay back of monies owed the District shall be made prior to the employee's final paycheck being issued. This pay back provision shall not apply in situations of bona fide normal, superannuated or window retirements under PSERS.

"Year" in this context shall be defined as July 1, to June 30.

G. Insurance Benefits – Retirees

Employees retiring from the District on or after July 1, 1986, shall have the right to continue all health insurance benefits with the District until they become eligible for Medicare. The retiree shall pay the entire cost of the insurance and shall prepay six months premium no later than June 30th of each school year. By May 31st of each school year the retiree must inform the District of their current address and their desire to remain on the District's insurance program. Failure to provide such information or make timely payments shall result in retiree's termination of benefits.

H. Joint Health Care Committee

A Joint Health Care Committee shall be established to study and evaluate the problem of rising health care costs and delivery of health care services.

The Committee shall be responsible for formulating and developing recommendations to either eliminate or minimize this problem's impact on the School District and its employees.

The Committee shall be comprised of an equal number of teacher and administration representatives alike.

The Committee will meet at least twice per year in the last two years of the contract or more frequently as determined by Committee representatives.

ARTICLE X

Conformity to Law

A. Unlawful Provision

If any provision or the enforcement or performance of any provision of this Collective Bargaining Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

B. Remaining Provision

If any provision of this Collective Bargaining Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Collective Bargaining Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XI

Safety and Health

A. Safety

1. The Board shall continue to afford all reasonable precautions to protect the health and safety of its employees during their work. Safety appliances, methods, drills and instruction, if required by the Board, shall be used by the employees.

2. Unsafe conditions shall be immediately reported in writing by the employee concerned to the Principal of the building (or his/her designee) to which such employee primarily is assigned. The Principal (or his/her designee) shall acknowledge receipt of the written report on a copy hereof within five (5) calendar days of receiving the report.

3. Employee attendance shall not be required whenever student attendance is not required because of inclement weather.

4. Smoking and use of tobacco products on school property is banned during the hours of 7:00 a.m. to 3:30 p.m. during normal school days. Smoking and use of tobacco products is also banned in all buildings during all hours. Violators are subject to the Progressive Discipline agreement of the Administration and the Union. (See Appendix p. 33)

5. In those instances where the health or safety of the employee or students is in immediate jeopardy it will be the principals' responsibility to relocate the teacher and students during the five (5) day period provided above. "Immediate jeopardy" in this instance refers to any environmental circumstance that a reasonable person would avoid out of concern for the health or safety of him/herself and others for whom he/she is responsible.

ARTICLE XII

Labor Peace

No Strike/No Lock Out

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

ARTICLE XIII

Miscellaneous

A. Maintenance of Standards

Those personnel policies and practices involving wages, hours and other terms and conditions of employment in effect on the effective date of this Agreement will remain in effect, unless expressly modified by the terms of this Agreement.

B. Meet and Discuss

The Superintendent of the School District or a representative and a member of the Board of Education agree to meet quarterly, as needed, during the school year with the President of the Bargaining Unit and two other members of the unit to discuss matters of mutual concern. It is understood that this shall cover the Meet and Discuss Section of Public Law 195 and shall only include items that are not covered by the contract. This meeting shall be subject to the call of the President of the Bargaining Unit at a mutually convenient time to all concerned.

C. Professional Issues Committee/Labor-Management Meetings

The Administration of the School District and a representative group of the Steelton-Highspire Education Association, including the President of the Bargaining Unit, agree to schedule meetings at a time convenient to both parties for the purpose of addressing concerns raised by members of either group which affect the quality of programs,

operations of the District, and general conditions of employment. The parties understand and agree that communications with first level supervisors and principals is a necessary step before addressing an issue in this forum.

The intent of this committee is to work collaboratively to resolve concerns and to mutually plan for the betterment of the services provided by the District.

A schedule of meetings will be jointly planned at the beginning of each school year by the Superintendent and the President of the Bargaining Unit.

D. Committee of Concerns

A Committee of Concerns shall be formed for the life of the agreement. The purpose of this committee shall be to keep communications open between the Association and the Board. The committee will make an effort to meet at least twice a year (once at the beginning of the school year and once at the end of the school year --- and any as needed in between).

Meeting dates and times will be agreed upon by both parties.

E. Term of Agreement

The terms of this Agreement shall begin on July 1, 2008, and shall continue in full force and effect until June 30, 2011, or until such later date as the two parties may hereinafter agree is to be the extended ending date. 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.

Witness the due execution of this Agreement, this 11th day of November, 2008.

September 8, 2008

DATE OF AGREEMENT

Steelton-Highspire Education Association

By: Kendra Hoffman
President

Vicki J. Glenn
SHEA Member

Steelton-Highspire School District

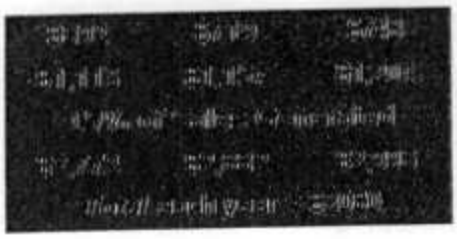
By: Samuel Petrovich
President

Annie M. Long
Secretary

Schedule A - Supplemental Contracts

Bldg	Description	2008-09	2009-10	2010-11
Elem	Audio-Visual Coordinator (Elem)			
Elem	Elementary Art Club Advisor			
Elem	Elementary Homework Club			
Elem	Elementary Sports Club Advisor			
Elem	Elementary Student Council Advisor			
Elem	Jump Rope Club Advisor			
Elem	Jump Rope Team Advisor			
Elem	Math Fair Coordinator			
Elem	Safety Patrol Advisor			
Elem	Science Fair Coordinator			
Elem	Talent Show Coordinator			
Elem	Twirling Club Advisor			
Elem	Winter Program Coordinator			
Sec	Audio-Visual Coordinator (HS)			
Sec	Auditorium Manager			
Sec	Chess Club Advisor			
Sec	Foreign Language Club Advisor			
Sec	Grade 9 Class Advisor			
Sec	Grade 10 Class Advisor			
Sec	Grade 11 Class Advisor			
Sec	Grade 12 Class Advisor			
Sec	History and Literature Club Advisor			
Sec	Library Club Advisor			
Sec	Life Savers Club Advisor			
Sec	Mock Trial Club Advisor			
Sec	Model United Nations Advisor			
Sec	National Honor Society Advisor			
Sec	Quiz Bowl Club Advisor			
Sec	Roller Press Advisor			
Sec	Roller Web Club Advisor			
Sec	S.A.T. Club Advisor			
Sec	Science Club Advisor			
Sec	Secondary Art Club Advisor			
Sec	Secondary Student Council Advisor			
Sec	Middle School Student Council Advisor			
Sec	Soccer Intramural Advisor			

Sec	Student Newspaper Advisor
Sec	Yearbook Advisor
Sec	Yearbook Business Manager
Sec	Band Director
Sec	Assistant/s to Band Director



Any **new** clubs and/or **new** advisors must meet all guidelines and will **start** at the 2008-09 pay scale regardless of the year of initiation during this contract period.

Clubs/Organizations with more than one advisor should note that the annual stipend will be split between/among the advisors.

Advisors must adhere to all guidelines stipulated in the supplemental contract in order to receive payment for these services.

Schedule B

Salary Schedule: 2008-09

Steps to Max	Step	Bachelor	B + 15	Masters	M + 15	M + 24	M + 36
15	1	35,500	36,600	37,700	39,700	41,700	43,700
14	2	36,500	37,600	38,700	40,700	42,700	44,700
13	3	37,500	38,600	39,700	41,700	43,700	45,700
12	4	38,500	39,600	40,700	42,700	44,700	46,700
11	5	39,500	40,600	41,700	43,700	45,700	47,700
10	6	40,500	41,600	42,700	44,700	46,700	48,700
9	7	-	42,470	43,570	45,570	47,570	49,570
8	8	-	44,070	45,170	47,170	49,170	51,170
7	9	-	45,670	46,770	48,770	50,770	52,770
6	10	-	47,270	48,370	50,370	52,370	54,370
5	11	-	48,870	49,970	51,970	53,970	55,970
4	12	-	50,470	51,570	53,570	55,570	57,570
3	13	-	52,070	53,170	55,170	57,170	59,170
2	14	-	53,670	54,770	56,770	58,770	60,770
1	15	-	59,645	60,745	62,745	64,745	66,745

Salary Schedule: 2009-10

Steps to Max	Step	Bachelor	B + 15	Masters	M + 15	M + 24	M + 36
16	1	39,000	40,100	41,200	43,200	45,200	47,200
15	2	40,000	41,100	42,200	44,200	46,200	48,200
14	3	41,000	42,100	43,200	45,200	47,200	49,200
13	4	42,000	43,100	44,200	46,200	48,200	50,200
12	5	43,000	44,100	45,200	47,200	49,200	51,200
11	6	44,000	45,100	46,200	48,200	50,200	52,200
10	7	-	45,371	46,471	48,471	50,471	52,471
9	8	-	46,771	47,871	49,871	51,871	53,871
8	9	-	48,171	49,271	51,271	53,271	55,271
7	10	-	49,571	50,671	52,671	54,671	56,671
6	11	-	50,971	52,071	54,071	56,071	58,071
5	12	-	52,371	53,471	55,471	57,471	59,471
4	13	-	53,771	54,871	56,871	58,871	60,871
3	14	-	55,171	56,271	58,271	60,271	62,271
2	14a	-	58,108	59,208	61,208	63,208	65,208
1	15	-	61,045	62,145	64,145	66,145	68,145

Salary Schedule: 2010-11

Steps to Max	Step	Bachelor	B + 15	Masters	M + 15	M + 24	M + 36
15	1	41,250	42,350	44,527	46,527	48,527	50,527
14	2	42,250	43,350	45,927	47,927	49,927	51,927
13	3	43,250	44,350	47,327	49,327	51,327	53,327
12	4	44,250	45,350	48,727	50,727	52,727	54,727
11	5	45,250	46,350	50,127	52,127	54,127	56,127
10	6	-	50,427	51,527	53,527	55,527	57,527
9	7	-	51,827	52,927	54,927	56,927	58,927
8	8	-	53,227	54,327	56,327	58,327	60,327
7	9	-	54,627	55,727	57,727	59,727	61,727
6	10	-	56,027	57,127	59,127	61,127	63,127
5	11	-	57,427	58,527	60,527	62,527	64,527
4	12	-	58,827	59,927	61,927	63,927	65,927
3	13	-	60,227	61,327	63,327	65,327	67,327
2	14	-	61,627	62,727	64,727	66,727	68,727
1	15	-	63,027	64,127	66,127	68,127	70,127

MEMORANDUM OF UNDERSTANDING
(Article VII.C – Retiree Medical Insurance)

The parties agree that circumstances may arise during the life of this Agreement wherein it may be mutually beneficial to provide an additional benefit to retiring employees. Such an agreement would be entered into on a year-by-year basis and would not be precedent setting nor serve as consideration for Past Practice.

To this end, the parties agree that in any given year of this Agreement either party may approach the other for the purpose of extending the number of years for which a retiring employee, or group of employees, may be eligible for fully-paid medical insurance.

It is clearly understood that such an agreement will not be entered into for the purpose of discriminating against any individual or group of individuals.

PROGRESSIVE DISCIPLINE POLICY

1ST Occurrence - *Oral Reprimand*

2nd Occurrence of Similar Nature - *Written Reprimand*

3rd Occurrence of Similar Nature or five (5) prior reprimands on differing issues within a two-year period - *Three (3)-Day Suspension without pay*

4th Occurrence of Similar Nature or eight (8) prior reprimands on differing issues within a two-year period - *Five (5)-Day Suspension without pay*

5th Occurrence of Similar Nature or (10) prior reprimands and/or suspensions within a two-year period – *Termination*

Progressive steps of the process may be eliminated if the violation endangers the health or welfare of another employee or a student, or if the issue is a direct violation of the school code.

An employee shall be alerted by the appropriate supervisor that a scheduled meeting will involve a disciplinary action. The employee shall have the right to be accompanied by a SHEA, AFSCME or SHSSPA representative. The employee has a right to attach a written response to the supervisor's record. The employee shall initial, designating acknowledgement of, not necessarily agreement with, the supervisor's document.

Adopted: February 10, 1992

Effective: February 11, 1992

SABBATICAL LEAVE POLICY

A copy of the SHSD Sabbatical Leave Policy will be added to this appendix upon update during this agreement.

Steelton-Highspire School District
PO. Box 7645
Swatara Street & Reynders Avenue
Steelton, Pennsylvania 17113
Telephone (717) 704-3801
FAX (717) 704-3808

Dr. Deborah L. Wortham
Superintendent

Raymond C. Zema
Assistant to the Superintendent

Leigh Beth Zema
Business Manager

Steelton-Highspire School District
December 11, 2008
New Procedures for Tuition Reimbursement/Payments

All teachers and administrators who are planning on registering for a class or classes must get a **permission to enroll form** from their respective office (High School or Elementary). These forms need to be filled out by the staff member and **returned to Sue Hill in the Administration Office.** Permission to attend forms need to be approved by the Superintendent before anyone registers for classes.

All **tuition payment/reimbursement requests** should be **turned into Annie Long in the Administration Office** no later than the second Wednesday of the month. Reimbursements will be dated the third Thursday of the month and will be disbursed on the Friday after Board approval. Any requests delivered after the second Wednesday, will be processed the following month. Staff must submit proof of payment and a copy of the invoice showing the number of credits taken and their cost. Staff must also submit a copy of their grades. We do not reimburse for supplies, administrative fees, transaction fees or lab fees.

As per the new teacher's contract, upon presentation of proof of enrollment, the District will make a payment in advance, not to exceed fifty percent (50%) of the eligible cost, directly to the institution in which they have enrolled. Due to the timing of the invoices for enrollment, and the vendor payment dates, the District will reimburse the staff member the advanced payment instead of the institution. The staff member will be responsible for paying the entire invoice up front. The District will make the payment in advance to the staff member and reimburse them for the balance paid to the institution when they have completed the course and have turned in their grades and proof that the course was paid in full. Please keep in mind that the District only writes checks once a month, that being the third Thursday of every month. If tuition is due before that, the staff member will have to make sure that Annie Long has a copy of the invoice before the second Wednesday of the month prior to the institutions due date.

If any staff member has any questions regarding this information, please feel free to contact Annie Long at extension 3806.

Kendra D. Hoffman
SHEA Representative

Deborah L. Wortham
Dr. Deborah Wortham, Superintendent