

**TESTIMONY OF JEFFREY T. SULTANIK, ESQUIRE<sup>1</sup>**  
**BEFORE THE GOP POLICY COMMITTEE**

**LEGISLATIVE HEARING**  
**TEKPARK, 9999 HAMILTON BOULEVARD,**  
**BREINIGSVILLE, PA**

**THE IMPACT OF THE PENSION CRISIS**  
**ON COLLECTIVE BARGAINING**

**INTRODUCTION**

Thank you for giving me this opportunity to speak before your committee relating to one of the most challenging issues that I have faced in my 31 years of bargaining teachers' contracts in the Commonwealth of Pennsylvania, as well as other school district and public sector contracts in the State.

My name is Jeffrey T. Sultanik and I am Chair of the Education Law Group of Fox Rothschild LLP. My firm is the largest law firm in the Commonwealth of Pennsylvania that regularly provides legal advice to school districts and through the course of my career, I have negotiated literally hundreds of teachers' contracts and other support staff contracts in the public sector.

The current pension crisis represents one of the most challenging issues ever to have faced collective bargaining in the Commonwealth of Pennsylvania and the implications of this crisis as it relates to collective bargaining is enormous. Simply put, we need your assistance.

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<sup>1</sup> Jeffrey T. Sultanik is Chair of the Education Law Group of Fox Rothschild LLP, which is the largest law firm in the Commonwealth of Pennsylvania that regularly provides legal services to school entities in the Commonwealth of Pennsylvania. Mr. Sultanik is immediate Past President of the Pennsylvania School Board Solicitors Association and a former Board Member on the Pennsylvania School Boards Association Board. Mr. Sultanik is also an officer and member of

As indicated in the footnote to this document, I am currently negotiating for a number of school districts in the State relating to their labor contracts, namely: Abington School District, Springfield Township School District, Perkiomen Valley School District, Souderton Area School District, Norristown Area School District, Interboro School District, Wallingford-Swarthmore School District, Owen J. Roberts School District, Unionville-Chadds Ford School District, Salisbury Township School District, Cheltenham Township School District, Pennsbury School District, and Hatboro-Horsham School District.

All of these districts, in varying degrees, are facing issues with their unions and their responses to collective bargaining have been dictated, in large part, as to what is happening on the pension front.

We affectionately call this pension issue as the “elephant in the room” or the “gorilla in the closet.” Whatever it is, it demands the immediate attention and focus of our State Legislature if we want our labor relationships to have any chance of remaining positive over the next few years.

### **THE PENSION CRISIS**

According to Jeffrey Clay of the Public School Employees’ Retirement System, the projected PSERS crisis calling for anticipated retirement contributions of PSERS from 2009-2010 to 2014-2015 is as follows:

2009-2010	4.78%
2010-2011	8.40%
2011-2012	10.70%
2012-2013	29.55%

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the Executive Committee of Germantown Academy, an independent school in Fort Washington, Pennsylvania; and a member of the Executive Committee of the Community Partnership School in Philadelphia, Pennsylvania.

2013-2014 32.45%

2014-2015 33.95%

Currently, the Commonwealth of Pennsylvania reimburses school districts for approximately one-half of the amount of the PSERS rate pursuant to 24 Pa. C.S. §8326.

In addition to the PSERS crisis, most, if not all, school districts are facing the following economic impact as the result of the Great Recession of October 2008:

- Declining real estate tax revenues attributable to declining values and the interplay of the common level ratio.
- Little or no transfer tax revenue.
- A static or eroding earned income tax revenue.
- No real expansion of the tax base.
- The prospect of increased costs as the result of energy deregulation.
- Even for school districts in well-managed healthcare consortia, double digits increases in healthcare costs.

In addition, those school districts that have an aid ratio of .4 or less, which represents some of the allegedly wealthier school districts in the State, are dealing with an Act 1 index for 2010-2011 of 2.9%. This represents a 1.2% reduction of what was available for the 2009-2010 school year. Based upon consultation that I have had with the Pennsylvania Association of School Business Officials, the Pennsylvania School Boards Association, and the Pennsylvania State Education Association, the Act 1 index for 2011-2012 could be as low as 0.65% (based upon PASBO's analysis of the published SAWW – now at -1.1% – Statewide Average Weekly Wage) to about 1.8%, which is PSEA Research's most optimistic prediction.

When you couple this fact with employee benefit costs (including healthcare) as stated earlier, even for districts that manage their healthcare benefits responsibly, these costs are not subject to Act 1 exceptions, and these benefits continue to outpace inflation and the index by a substantial degree on a national basis. Statewide healthcare does not offer any type of immediate relief to this issue. Estimates by organizations such as Towers Perrin and the Kaiser Family Foundation continue to be that healthcare nationally will increase on average by 12% per year over the course of the life of a collective bargaining agreement.

With the confluence of all of these factors, salary increases in the Commonwealth of Pennsylvania, albeit many of them taking place before the Great Recession of 2008, are still quite high.

According to PSEA's own statistics based upon reporting PSEA entities throughout the Commonwealth of Pennsylvania:

- In 2010-2011, the average raise is 4.1% or \$2,434.00.
- In 2011-2012, the average raise is 4.1% or \$2,553.00
- In 2012-2013, the average raise is 4.1% or \$2,600.00
- In 2013-2014, the average raise is 4.3% or \$2,763.00

Even though such increases have hovered in the 4.1%-4.3% range, according to the Bureau of National Affairs, the average percentage increase for collectively bargained contracts in both the public and private sectors is averaging 1.6% for calendar year 2010.

To add to the conclusion that the "perfect storm" has impacted our school entities, the Commonwealth of Pennsylvania's economic condition is questionable at best. As you are aware, in order to make the basic education subsidy payment for the 2009-2010 fiscal year, the State had to utilize the stimulus funds, which are slated to disappear at the end of this year. Those monies will need to be made up from a budgetary perspective.

Beyond all of this, the current economic recession has had a huge impact on the psyche of many board members and community members who have seen their own retirement accounts and/or investments shrink precipitously over the past few years and increasing the possibility, as difficult as it may seem, of jealousy between what they have as a retirement account versus what the education sector has a retirement benefit.

Further, the Great Recession of 2008 did not only hurt the traditional blue-collar sector that get hurts in a recession, but also the white-collar sector, many of whom have six-figure incomes. The feeling is pervasive from a school board member perspective that funding an expensive retirement system in this type of economic environment is well nigh impossible.

The prospective of going back to a school district's taxpayers to fund the pension crisis is untenable, particularly when the scope of the dollars involved are enough to throw most, if not all, of the 500 school entities in the Commonwealth of Pennsylvania into Chapter 9 bankruptcy. I am attaching copies as Exhibit "A" of certain articles dealing with the crisis that exists amongst school districts. A number of school boards have specifically inquired about the ability of a school district to go into Chapter 9 bankruptcy so as to vitiate existing collective bargaining agreements.

As the result of the fear that has been created among board members who are faced with the prospect of projecting into the next few years as to what their financial projections will be, they cannot responsibly exercise their fiduciary authority and enter into multi-year collective bargaining agreements. This factor has also been recognized by a number of Fact Finders who have issued Recommendations in teachers' contract negotiations that deliberately avoid the pension spike. See the following Fact Finders' Recommendations:

- Interboro School District – Exhibit "B"
- Whitehall-Coplay School District – Exhibit "C"

- Souderton Area School District – Souderton Area Educational Support Personnel Association – Exhibit “D”
- Souderton Area School District – Souderton Area Secretaries’ Association – Exhibit “E”

There is also a mini-trend of districts only entering into one or two year collective bargaining agreements because of the fear of the pension crisis and the overall general economic malaise:

- Pennsbury School District – Exhibit “F”
- Salisbury Township School District – Exhibit “G”
- Springfield Township School District – Exhibit “H”
- Colonial School District – Exhibit “I”

These facts will be supported by the Bureau of Mediation. Only very few labor contracts have settled since the Great Recession of 2008, particularly for those school districts having aid ratios of .4 or less.

School districts and municipalities cannot wait months, if not years, for the State Legislature to come to grips with the pension crisis. The pension crisis has hit here and now since districts are compelled to negotiate these issues as we speak in accordance with Act 88 of 1992.

Though it is true that the Act 1 index does not cap a district’s responsibility for pension payments, the practical reality is that the communities will not support pension payments of this magnitude. Indeed, not all of a school district’s contributions toward pension are protected, since contributions to a vocational-technical school or an intermediate unit are not exceptions to the Act 1 index.

### **IMPLICATIONS OF THE SITUATION**

As a result of this situation, it is clear that we are facing a long period of labor disequilibrium where contract settlements would have to be based upon shorter terms because of the lack of

predictability of funding as the result of the Act 1 index and pension costs. Districts will be required to negotiate more frequently and in the event that they are unsuccessful in negotiating a contract, there will be a greater period of time where school districts will be living with expired contracts.

This raises the prospect of more situations where teachers would work to the literal wording of the contract (i.e., work to rule) or live with the legal restrictions associated with the status quo.

School districts are required to maintain the “status quo” under Pennsylvania law for an indefinite period of time following the expiration of a labor contract. The law is governed by both the Pennsylvania Labor Relations Board and the Unemployment Compensation Board of Review. In the event of a violation of the status quo, a district cannot only face an “unfair labor practice,” which could compel them to restore the status quo, but more significantly, face the prospect of the employees claiming a status quo violation even if there is a de minimis change by the employer. In other words, unions could claim a lockout for even a minor change and receive unemployment compensation during a lockout.

The test for determining whether a work stoppage is the result of a lockout or a strike was set forth in *Vrotney Unemployment Compensation Case*, 400 Pa. 440, 163 A.2d 91 (1960); *Philco Corp. v. Unemployment Compensation Board of Review*, 242 A.2d 454 (1968). Under the *Vrotney/Philco* test, the analysis which the Appeals Board and the Courts use is: Have the employees offered to continue working for a reasonable time under the pre-existing terms and conditions of employment so as to avert a work stoppage pending the final settlement of the contract negotiations.

Since the purpose of the State’s unemployment compensation system is to compensate an individual when work has been denied him through no fault of his own, logically the test of whether a work stoppage resulted from a strike or a lockout requires the court to determine which side, union or

management, first refused to continue operations under the status quo after the contract had technically expired, but while negotiations were continuing. *Local 730, United Association of Journeymen and Apprentices of the Plumbing and Pipe-fitting Industry v. Unemployment Compensation Board of Review*, Pa. 480 A.2d 1000, 1002-1003 (1984) (quoting *Vrotney*, 400 Pa. at 444, 163 A.2d at 93, and *Philco*), 430 Pa. at 103, 242 A.2d at 455.

The Pennsylvania Supreme Court has consistently defined the status quo as “the last actual peaceable and lawful non-contested status which preceded the controversy. *Fairview School District v. Unemployment Compensation Board of Review*, 454 A.2d 517 (1982).

The Commonwealth Court has held de minimis actions taken by school districts violate the status quo. *Chichester Area School District v. Unemployment Compensation Board of Review*, 415 A.2d 997 (1980). For instance, in *New Castle Area School District v. Unemployment Compensation Board of Review*, 24 PPER 24182 (1993), the Commonwealth Court held altering class schedules for one school building out of 10, which did not result in a change in the length of the work day, contact time with students, and the like still resulted in a status quo violation.

In *New Castle*, the District argued, albeit unsuccessfully, a de minimis change does not result in a lock out. Not surprisingly, the Court did not buy such an argument. Repeatedly, both the Appeals Board and the Commonwealth Court have taken a hard-line approach that any change, even de minimis, will result in a lockout.

In *Chichester*, the District argued it offered to extend all 24 articles of the prior contract minus one section of one article dealing with instructional aides. In response, the Court noted, “the School District is asking this court to adopt a de minimis rule of deviation so that an employer may agree to permit work to continue for a reasonable time under substantially the same pre-existing terms and

conditions of employment pending further negotiation. This we decline to do. Such a rule would compel the Appeals Board and the Courts to weigh and discern what circumstances would be de minimis and would this undermine the clarity and relative predictability embodied in the standard set forth in the *Vrotney/Philco* test.” Because *Chichester* did not maintain the “total status quo,” the Court affirmed the Appeals Board determination that the work stoppage was a lockout.

Equally problematic, districts cannot rely on the argument that they possess management prerogative/rights once in status quo. In *All American Gourmet v. Unemployment Compensation Board of Review*, 598 A.2d 1351 (1991), the Commonwealth Court noted, “even though employer might have had the right, pursuant to the management rights clause in an agreement, to unilaterally make and enforce reasonable plant rules of conduct and regulation during the course of the parties agreement, once that agreement expired, a status quo was established from which even the smallest change is considered a disruption of the status quo.”

There are instances, albeit rare, that claimed alterations to the status quo did not result in a successful claim for unemployment benefits. In *Michael Hopkins and Arthur Clark v. Unemployment Compensation Board of Review*, 29 PPER 29133, in affirming the Appeals Board, the Commonwealth Court noted failure on the District’s part not to issue activity passes for new teachers did not result in a violation of the status quo due to the fact such an oversight, which was corrected, did not have an effect on the teachers and did not deprive them of any rights.

The Union also argued in *Hopkins/Clark* that an increase in class size, beyond the old contracts limitation of 30 was a violation of status quo. Again, the Commonwealth Court denied this claim noting a past practice of increasing class sizes when necessary was used by both parties in the past and class sizes exceeded 30 in several situations.

In general, the Appeals Board and the Courts simply take a snap shot approach when reviewing a status quo violation claim for unemployment compensation benefits. This bright line approach will likely hurt the District's chances. The case law for the most part, appears to suggest any claim, even such claims that are a result of de minimis changes to the status quo clearly favors the unions.

For example, districts that contemplate a realignment of their middle schools, high schools, and/or elementary schools or are otherwise involved in a building project may face objections from the teachers' union that those changes may cause a breach of the status quo, and they could deem the situation to be a lockout where they could receive unemployment compensation during the course of a work stoppage. This substantially increases the leverage of a union in the negotiations process in a State where they already have significant leverage.

### **SUMMATION**

The school entities in this Commonwealth need your help now. School districts are sensitive to the complexity of dealing with modifications to the PSERS system on a political, economic, and practical basis. The "hybrid" plan proposed by PSBA offers some solution to the issue, while the Governor's deferral plan only assures that our grandchildren and their children will bear the cost of paying for the 2001 increase in benefits for PSERS annuitants and the losses in the market. That can't happen.

The crisis can't wait until the 2011-2012 or 2012-2013 school year when these costs begin to spike geometrically. In the field, labor relations are strained to the nth degree, and districts are simply treading water until a solution comes from the Legislature.

We need your hard work right now to solve this issue to the extent possible. When we say that, we are mindful of the State's financial condition, which is being mirrored throughout the State and local governments. We are in this with you.

## EXTENSION OF AGREEMENT

The Colonial School District (herein "District") and the Colonial Education Association (herein "Association") hereby enter into an Extension of the District's Agreement with the Association governing the terms and provisions of employment for the professional employees of the District as follows:

1. District and Association agree that all terms and conditions and Memoranda of Understanding relating to the 2007-2010 Collective Bargaining Agreement between the District and the Association, made a part hereof, and marked Exhibit "A" (herein "Original Agreement") shall remain in full force and effect for the 2010-2011 school year, with the exception of the following provisions/clarifications:

a. For the 2010-2011 school year, those Bargaining Unit Members employed by the District who would be eligible for step and/or column movement shall receive such movement in accordance with the Original Agreement.

b. The salary schedule for the 2010-2011 school year will be reflected in the attachment. (Exhibit B)

c. Article IV, Section C: At the beginning of a teacher's fifteenth year of service he/she shall receive \$1,000.00 added to their basic salary. For every five (5) years thereafter this shall increase by \$200.00.

d. Article VIII, Section C: The contract work year shall be 191 days. Two (2) of those days will be half-days for teachers. The teacher work day on these days will end 15 minutes after students are dismissed. Those two (2) half-days will include the Wednesday before Thanksgiving and the Friday before Memorial Day or the Friday before Labor Day as designated on the District calendar.

e. Article XIII, Section A, 2<sup>nd</sup> Sentence: A Teacher may accumulate up to a maximum of ten (10) sick days per year for personal use or for care of an immediate family member. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or anyone who resides in the same household, or any person with whom the Bargaining Unit Member has made his or her home. The remainder of the Article shall remain in full force and effect during this Extension of Agreement.

f. Article XVI, Section A: Three (3) personal leave days without loss of salary and without reason will be granted each school year to each Teacher.

g. Article XVIII, Section B: Reimbursement forms must be received in the Superintendent's Office by September 15 for reimbursement in October, by January 15 for reimbursement in February and by June 15 for reimbursement in July. For courses taken on or after July 1, 2010, the District will reimburse the Teacher ninety (90) percent but not more than the equivalent of six (6) credits at West Chester University at the graduate credit rates. The School District shall pay the West Chester tuition rate, but not more than \$2,500.00 per year. This policy is also extended to online courses. The remainder of the Article shall remain in full force and effect during this Extension of Agreement.

2. Article XXIV: The Agreement shall become effective and binding upon the parties hereto effective August 16, 2010, and shall terminate on August 15, 2011.

3. Addendum "B," Colonial Pathways to Excellence (CPE), District Goals, Line 9: Employees eligible for the award must be employed members of the bargaining unit as of the first teacher day for the 2010-2011 school year. The remainder of the Article shall remain in full force and effect during this Extension of Agreement.

4. Addendum "B," Colonial Pathways to Excellence (CPE), Building Goals. Line 19: Qualifications for Awards will commence beginning in the 2010-2011 school year of the program and be awarded no later than November 15<sup>th</sup> of the following year. The remainder of the Article shall remain in full force and effect during this Extension of Agreement.

5. In all other respects, the Original Agreement and all Memoranda of Understanding shall remain in full force and effect during the 2010-2011 school year.

AGREED TO THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
President, CEA

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
School Board President

Salary Schedule: 2010-2011- Exhibit B

Colonial Education Association  
Salary Schedule  
**2010-2011**

<u>Steps</u>	<u>BA</u>	<u>B+24</u>	<u>Masters</u>	<u>M+42</u>	<u>M+54</u>	<u>M+66</u>	<u>M+78</u>	<u>PhD</u>
1	43,817	46,852	55,750	58,323	62,626	64,191	65,796	68,295
2	46,125	49,159	58,058	60,630	64,933	66,557	68,221	70,603
3	48,432	51,467	60,365	62,938	67,241	68,922	70,645	72,910
4	50,740	53,775	62,673	65,245	69,549	71,287	73,069	75,218
5	53,048	56,082	64,981	67,553	71,856	73,653	75,494	77,526
6	55,355	58,390	67,288	69,861	74,164	76,018	77,918	79,833
7	57,663	60,698	69,596	72,168	76,471	78,383	80,343	82,141
8	59,971	63,005	71,903	74,476	78,779	80,749	82,767	84,448
9	62,278	65,313	74,211	76,784	81,087	83,114	85,192	86,756
10	64,586	67,620	76,519	79,091	83,394	85,479	87,616	89,064
11	66,893	69,928	78,826	81,399	85,702	87,845	90,041	91,371
12	69,201	72,236	81,134	83,706	88,010	90,210	92,465	93,679
13	71,509	74,543	83,442	86,014	90,317	92,575	94,890	95,987
14	74,566	77,601	86,499	89,072	93,375	95,690	98,064	99,044

## **EXTENSION AGREEMENT**

**THIS EXTENSION AGREEMENT** is made this 2<sup>nd</sup> day of March, 2010, by and between the BOARD OF SCHOOL DIRECTORS OF THE SCHOOL DISTRICT OF SPRINGFIELD TOWNSHIP, Montgomery County, Pennsylvania (herein "School District") and the SPRINGFIELD TOWNSHIP EDUCATION ASSOCIATION (herein "Association").

**WHEREAS**, School District and Association are parties to a Collective Bargaining Agreement dated July 1, 2007, through June 30, 2010. A true and correct copy of this Collective Bargaining Agreement is attached hereto, made a part hereof, and marked Appendix A (herein "Original Agreement");

**WHEREAS**, pursuant to the Pennsylvania Public Employee Relations Act (Act 195) and Act 88 of 1992, negotiations for a successor Agreement to the Original Agreement had to commence on or before January 11, 2010;

**WHEREAS**, negotiations for a successor Agreement commenced on December 14, 2009;

**WHEREAS**, the parties have agreed to a one (1) year Collective Bargaining Agreement extending the terms of the Original Agreement, subject to the following terms and provisions wherein the Original Agreement is amended:

1. Article II, Section 201, is modified to read as follows:

"This Agreement shall be dated July 1, 2010, and shall continue in full force and effect through June 30, 2011, and continue thereafter from year to year, provided that if either party to this Agreement desires to terminate or amend this Contract they shall give written notice to the other party within the time limits established by the Pennsylvania Public Employee Relations Act (Act 195) and Act 88 of 1992."

2. Article VI, Section 601, Salary Payments, Subsection a., shall contain the following payment schedule for the 2010-2011 school year:

September 3, 2010  
September 17, 2010

March 4, 2011  
March 18, 2011

October 1, 2010	April 1, 2011
October 15, 2010	April 15, 2011
October 29, 2010	April 29, 2011
November 12, 2010	May 13, 2011
November 26, 2010	May 27, 2011
December 10, 2010	June 10, 2011
December 24, 2010	June 24, 2011
January 7, 2011	July 8, 2011
January 21, 2011	July 22, 2011
February 4, 2011	August 5, 2011
February 18, 2011	August 19, 2011

3. Article VI, Section 602, Salary Schedules for Teachers, shall be revised to read as follows:
  - a. The parties agree that wages and salaries to be effected by this Agreement for the 2010-2011 school year is as set forth in Appendix B.
  - b. Vertical salary step movement will be permitted, along with horizontal column educational attainment movement, during the 2010-2011 school year.
  - c. Subject to educational attainment movement and the longevity payment described below, Bargaining Unit Members on the maximum dollar step of the salary schedule in the 2009-2010 school year (i.e., those Members on Step 13 of the college certification column, and Step 14 for the other three columns) will remain on the same step for the 2010-2011 school year and will be compensated at the same level as in effect during the 2009-2010 school year during the 2010-2011 school year.
  - d. Effective July 1, 2010, a longevity increment will apply to Bargaining Unit Members on the maximum dollar step of the salary schedule as of the 2010-2011 school year; those Bargaining Unit Members will receive a \$1,000.00 longevity payment, earned and payable over the scheduled pay periods for the 2010-2011 school year. Entitlement for the \$1,000.00 longevity payment shall not be affected or altered by any educational attainment movement.
  - e. Both parties intend and desire that the \$1,000.00 payment described in Paragraph 3.d. above be included by the Public School Employees' Retirement System (PSERS) in calculating a Bargaining Unit Member's earnings for the purposes of PSERS' pension calculation. Toward that end, the School District agrees to make a good faith effort and best effort to accomplish this intention, including but not limited to recharacterization of the payment as may be necessary.

4. The extra pay responsibilities and other rates in Article VII of the Original Agreement would remain the same at the same payment as in the Original Agreement, subject to step movement

allowed, changes in category level, and/or for subject coordinators and team leaders, changes in the number of teachers in their department.

5. The same terms and provisions in effect during 2009-2010 in the Original Agreement as it relates to the Article VIII, Group Healthcare, Prescription Drug Program, and the Cost Containment provisions shall remain in effect during the 2010-2011 school year. The same percentage contribution levels would apply, and any increases in cost, albeit minimal, will be passed along to Bargaining Unit Members based upon the current percentage sharing formula.

6. Article VIII, Section 806, Early Retirement Incentive, would no longer be applicable in the 2010-2011 Agreement since it was a one-time window during the Original Agreement.

7. Unless otherwise stated, all other provisions in the Original Agreement would remain the same as they were during the 2009-2010 school year.

IN WITNESS WHEREOF, the parties hereto, as authorized by Section 901, the Public Employee Relations Act, have caused this Agreement to be executed this 2<sup>nd</sup> day of March, 2010.

SCHOOL DISTRICT OF SPRINGFIELD  
TOWNSHIP

Attest: \_\_\_\_\_  
Victor J. Orlando  
Board Secretary

By: \_\_\_\_\_  
Malcolm Gran  
Board President

SPRINGFIELD TOWNSHIP EDUCATION  
ASSOCIATION

Attest: \_\_\_\_\_  
Association Secretary

By: \_\_\_\_\_  
Association President

# EXHIBIT “A”

**COLLECTIVE BARGAINING AGREEMENT**

**MADE BY AND BETWEEN**

**THE SCHOOL DISTRICT OF SPRINGFIELD TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**AND THE**

**SPRINGFIELD TOWNSHIP EDUCATION ASSOCIATION**

**SCHOOL YEARS**

**2007-2008, 2008-2009, 2009-2010**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
ARTICLE I BEST EFFORTS CLAUSE .....	1
ARTICLE II DURATION AND RENEGOTIATION.....	2
Section 201.....	2
Section 202.....	2
ARTICLE III DEFINITIONS.....	2
Section 301.....	2
Section 302.....	2
Section 303.....	2
Section 304.....	2
ARTICLE IV RECOGNITION.....	2
Section 401.....	3
Section 402.....	3
ARTICLE V WORK YEAR AND WORK DAY .....	3
Section 501. Work Year.....	3
Section 502. Work Day.....	3
Section 502.1.....	3
Section 502.2. Preparation Time.....	4
Section 502.3.....	5
ARTICLE VI SALARY .....	5
Section 601. Salary Payments.....	5
Section 602. Salary Schedules for Teachers.....	7
Section 602.1. Classifications .....	7
Section 602.2. Contract Renewal--Placement on Salary Schedule.....	8
Section 602.3. Increments.....	8
Section 602.4.....	8
Section 603. Evaluation of Teachers .....	9
Section 604. Part-Time Teachers .....	9
Section 604.1.....	9
Section 604.2. Part-Time Teachers Salary Basis.....	9
Section 604.3. Change of Status.....	9

Section 605. Long-Term Substitutes Teachers' Salaries .....	10
Section 606. Permanent Per Diem Substitutes .....	10
ARTICLE VII EXTRA PAY .....	10
Section 701. Extra Responsibilities.....	10
Section 701.1. ....	10
Section 701.2. ....	10
Section 701.3. ....	11
Section 701.4. ....	11
Section 701.5. ....	12
Section 701.6. ....	12
Section 701.7. ....	12
Section 702. Coordinators and Team Leaders .....	12
Section 702.1. ....	12
Section 703. Student Teacher Program.....	12
Section 704. Summer School .....	13
Section 704.1. ....	13
Section 704.2. ....	13
Section 704.3. ....	13
Section 704.4. ....	13
Section 705. In-Service Training and Curriculum Development Workshops.....	13
Section 706. Mileage Reimbursement .....	14
Section 707. Parent Conferences .....	14
ARTICLE VIII MISCELLANEOUS PAYMENTS .....	14
Section 801. Group Health Care Plan.....	14
Section 801.1. Group Health Care Plan .....	15
Section 801.2. Cost Containment Provisions .....	16
Section 801.3. Prescription Drug Program.....	17
Section 802. Income Protection .....	17
Section 803. Payments Upon Termination of Employment.....	18
Section 803.1. Severance Pay .....	18
Section 804. Life Insurance .....	18
Section 805. Tuition Reimbursement.....	18
Section 806. Early Retirement Incentive .....	19

ARTICLE IX ABSENCES.....	20
Section 901. Specific Leaves of Absence for Full-Time Professional Personnel	20
Section 901.1. Sickness or Injury .....	20
Section 901.2. Additional Sick Leave .....	21
Section 901.3. Doctor's Certificate .....	21
Section 901.4. Notification.....	21
Section 901.5. Death in the Immediate Family .....	21
Section 901.6. Death of a Near Relative .....	21
Section 901.7. Attendance at Teacher Organization Meetings .....	21
Section 901.8. Transfer Days.....	21
Section 902. Personal Leave for Full-Time Professional Personnel .....	22
Section 903. Jury Duty.....	22
Section 904. Child Rearing Leave.....	22
Section 905. Family and Medical Leave Act .....	23
Section 906. Part-Time Professional Employees' Benefits .....	23
Section 906.1. Category A Part-Time Teachers (See Section 604 for definition) .....	23
Section 906.2. Category B Part-Time Teachers (See Section 604 for definition) .....	24
Section 907. Long-Term Substitute Teachers' Benefits .....	24
Section 908. Permanent Per Diem Substitutes .....	25
ARTICLE X ADMINISTRATIVE ASSISTANCE BENEFITS .....	26
Section 1001. Dues Deduction .....	26
Section 1002. Personnel File .....	26
Section 1003. Teacher Representation.....	26
Section 1004. Fair Share .....	26
ARTICLE XI VACANCIES AND DEGREE CHANGES .....	27
Section 1101. Professional Opportunities .....	27
Section 1102. Changes in Degree Status .....	27
Section 1102.1. ....	27
Section 1102.2. ....	28
Section 1102.3. ....	28
Section 1103. Assignment .....	28

Section 1104. Reduction and Reinstatement.....28  
ARTICLE XII MISCELLANEOUS PROVISIONS .....28  
    Section 1201. Grievance Procedure .....29  
ARTICLE XIII NO STRIKE - NO LOCKOUT PROVISION .....29  
    Section 1301.....29

## ARTICLE I

### BEST EFFORTS CLAUSE

In consideration of the mutual agreements, made during the Course of the negotiations leading to this Agreement, the Springfield Township School District and the Springfield Township Education Association, hereby agree as follows:

- a. The District and the Association will make every effort to maintain the highest quality and level of education for the students in the District.
- b. That, in order to accomplish the above objective, it is agreed that the District, the Association and the teachers shall individually and collectively use their influence, abilities and best efforts to create, stimulate, maintain and enhance the educational atmosphere and to provide emphasis of the highest caliber upon delivery of quality educational instruction to the students of the Springfield Township School District.
- c. It is further agreed that such best efforts shall include renewed and sustained effort by members of the bargaining unit and the Administration to improve the educational and academic achievement of each student, to foster advances in personal and behavioral growth, and to stimulate interest and achievement for each student.
- d. It is further agreed that professional employment by its nature cannot be completely quantified or standardized in advance. Therefore this Agreement sets forth only generalized or normal expectations, and the actual experience of an individual staff member may be that additional duties or hours are required in order to fully satisfy the circumstances encountered, or that certain normally expected duties will only apply to the appropriately identified staff on a regular basis.

It is the expectation of the parties that this Agreement will encourage an increased degree of cooperation among teachers and administrators to meet the mutual goal of attaining the best possible education for each student in the Springfield Township School District.

It is recognized that effective administrative practice involves teachers in the decision making process at appropriate times, in instructional and professional development activities throughout the District. The District and the Association will strive to increase the extent of teacher involvement in the decision making process, and to increase the accountability of each party to the other for communication and positive dialogue.

The District recognizes the sincere commitment made by members of the professional bargaining unit in meeting the many expectations of their profession and will endeavor to work cooperatively to preclude placing an undue burden on individual staff members.

The Association agrees to encourage members of the professional staff to serve on District committees and to nominate individuals to contribute expertise to School District initiatives that impact on the instructional program and positive school operation. Further, the School District agrees to consult regularly with Association leadership to solicit their input to the membership of such committees.

It is the intention of the parties that this Article be a positive expression of their mutual expectations and that it does not confer new substantive rights, and the parties therefore agree that this Article shall not at any time be the basis for any grievance or any disciplinary action.

## ARTICLE II

### DURATION AND RENEGOTIATION

**Section 201.** This Agreement shall be dated July 1, 2007 and shall continue in full force and effect through June 30, 2010 and continue thereafter from year to year, provided that if either party to this Agreement desires to terminate or amend this contract they shall give written notice to the other party within the time limits established by the Pennsylvania Public Employee Relations Act (Act 195) and Act 88 of 1992.

**Section 202.** It is understood between the parties hereto that this Agreement sets forth all the promises or agreements between the parties and that there are no conditions or understandings, either oral or written, between them other than herein set forth. The parties further agree 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 III

### DEFINITIONS

**Section 301.** The term "teacher" as used in this contract, unless otherwise specified, shall refer to all full-time teachers, librarians, guidance counselors, and school nurses in the bargaining unit. Additionally, long-term substitutes, including furloughed temporary professional or professional employees who were members of this bargaining unit, who work eighty-five (85) consecutive working days or more shall be included in the bargaining unit.

**Section 302.** The term "part-time teacher" as used in this contract shall mean those teachers, with professional or temporary professional contracts, who work less than a full work day as defined in Section 502.1. Further defined, part-time teachers in Category A shall mean teachers who work less than a full work day but who work five hundred seventy (570) hours or more per work year. Part-time teachers in Category B shall mean teachers who work less than five hundred seventy (570) hours per work year.

**Section 303.** The term "School District" as used in this contract shall mean the Board of School Directors of the School District of Springfield Township, Montgomery County, Pennsylvania.

**Section 304.** The term "Association" as used in this contract shall mean the Springfield Township Education Association.

## ARTICLE IV

### RECOGNITION

**Section 401.** The Springfield Township Education Association, hereinafter called the Association, is hereby recognized by the School District of Springfield Township, hereinafter called the Employer or School District, as the bargaining agent for employees defined in Sections 301 and 302, hereinafter called the bargaining unit, under the conditions of Pennsylvania Law (Act 195 of 1970) providing for collective bargaining for public employees.

**Section 402.** 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.

## ARTICLE V

### WORK YEAR AND WORK DAY

**Section 501. Work Year.** The regular work year for teachers shall provide for one hundred ninety-one (191) days for the term of this Agreement.

**Section 502. Work Day.**

**Section 502.1.** The regular contract work day for teachers shall be seven (7) hours and thirty-six (36) minutes for secondary teachers and seven (7) hours and one (1) minute for elementary teachers. Teachers shall begin work fifteen (15) minutes before the student body is scheduled to report and end work no earlier than fifteen (15) minutes after the student body is scheduled for dismissal. On days when professional activities are scheduled outside of regular work hours, including the following, teachers shall participate outside the normal work day.

- a. Faculty meetings, departmental meetings, grade level or team meetings will be held as determined by the School District before or after the work day. The normal expectation will be two (2) such meetings per month of approximately one (1) hour in duration, notice for which will be posted for a minimum of three (3) days and held whenever possible on a day of the week designated annually for each building. Emergency meetings deemed necessary by the Superintendent or the Assistant Superintendent will not be subject to the notice or day of the week requirement.
- b. Parent conferences are expected to be scheduled and conducted on the following basis:
  1. Kindergarten through grade seven- -- twice in the fall and once in the spring, equal to three (3) full non-student days, at a time to be mutually scheduled by the teacher and parents during the conference period set by the principal. Flex time may be utilized to schedule conferences outside the work day, the time for which will be derived from the non-student conference day.
  2. Grade eight through grade twelve - twice per year, once in the fall and once in the spring on a grade level or departmental basis during a conference period set by the principal. The concept of secondary conferences is that the teacher will make available blocks of time during which parents can schedule conferences. Conferences may occur on a non-student day and flex time may be utilized to

schedule conferences outside the work day, the time for which will be derived from the non-student conference day.

3. Final format for parent conferences will be determined by the School District through a collaborative effort with teaching staff.
  4. Other individual teacher or parent initiated conferences may be held during or outside of regular work hours.
- c. Special help or tutoring for students, which may occur during or outside of the work day.
  - d. Back to school night, Festival of the Arts, academic demonstrations, holistic and other forms of student assessment, as prescribed by the Strategic Plan of the School District, which may occur during or outside of the work day and will be planned in collaboration with the teaching staff.
  - e. IEP, IST, and MDE meetings and conferences will be scheduled and held in accordance with federal and state laws and regulations. Where possible such conferences will be held during the work day, or immediately before or after the work day. Where applicable, compensation will be paid pursuant to Section 707 of this collective bargaining agreement for conferences after 5:00 p.m. Such meetings and conferences may include both regular and special education staff.
  - f. The Middle States evaluation process and other periodic planning require time commitments in the years in which they occur that will be over and above other duties in that year.
  - g. Activities such as curriculum and staff development which serve to permit the continuing development of instructional programs in the School District and the professional growth of the individual. Non-student days which are not scheduled as parent conference days will be utilized toward meeting curriculum and staff development needs identified in consultation with the teaching staff or as identified by the Strategic Plan of the School District. Staff and curriculum development activities which cannot be accommodated by the regular School District staff and curriculum development program, may also occur outside the school day on an as-needed basis. Curriculum development activities occurring outside of the school year, scheduled at the request of the Administration, will be compensated at the hourly curriculum development rate as set forth in Section 705.
  - h. Activities which support student participation in performances, exhibitions and competitions related to their academic programs of instruction, which may occur during or outside of the work day.

## **Section 502.2. Preparation Time**

- a. Preparation time for elementary teachers shall be scheduled on the basis of five (5)

weekly periods of approximately forty (40) to forty-five (45) minutes each, or the equivalent.

- b. Preparation time for middle school and secondary teachers shall be scheduled on the basis of five (5) weekly periods of approximately forty (40) to forty-five (45) minutes each, or the equivalent.
- c. Instructional preparation time is considered by the parties to be important to the educational process; therefore, although there are legitimate reasons for the interruption of such time, it is the parties' intention to keep such interruptions to a minimum.

**Section 502.3.** The regular contract work day for nurses shall be eight (8) hours.

## **ARTICLE VI**

### **SALARY**

**Section 601. Salary Payments** All payrolls shall be issued on a twelve-month basis from the office of the Superintendent of schools.

- a. Checks will be issued bi-weekly on Fridays beginning with the first Friday after the start of school in each year. Each employee will be paid, subject to appropriate withholdings and deductions, one twenty-sixth (1/26<sup>th</sup>) or one twenty-seventh (1/27<sup>th</sup>) of his annual salary not later than each of the following pay dates until the total annual salary obligation of the School District is paid:

2007-2008

September 7, 2007	March 7, 2008
September 21, 2007	March 21, 2008
October 5, 2007	April 4, 2008
October 19, 2007	April 18, 2008
November 2, 2007	May 2, 2008
November 16, 2007	May 16, 2008
November 30, 2007	May 30, 2008
December 14, 2007	June 13, 2008
December 28, 2007	June 27, 2008
January 11, 2008	July 11, 2008
January 25, 2008	July 25, 2008
February 8, 2008	August 8, 2008
February 22, 2008	August 22, 2008

2008-2009

September 5, 2008	March 6, 2009
September 19, 2008	March 20, 2009
October 3, 2008	April 3, 2009
October 17, 2008	April 17, 2009
October 31, 2008	May 1, 2009
November 14, 2008	May 15, 2009
November 28, 2008	May 29, 2009
December 12, 2008	June 12, 2009
December 26, 2008	June 26, 2009
January 9, 2009	July 10, 2009
January 23, 2009	July 24, 2009
February 6, 2009	August 7, 2009
February 20, 2009	August 21, 2009

2009-2010

September 4, 2009	March 5, 2010
September 18, 2009	March 19, 2010
October 2, 2009	April 2, 2010
October 16, 2009	April 16, 2010
October 30, 2009	April 30, 2010
November 13, 2009	May 14, 2010
November 27, 2009	May 28, 2010
December 11, 2009	June 11, 2010
December 25, 2009	June 25, 2010

January 8, 2010  
January 22, 2010  
February 5, 2010  
February 19, 2010

July 9, 2010  
July 23, 2010  
August 6, 2010  
August 20, 2010

- b. Requests for early payment of July and August salary must be made in writing to the Superintendent between April 15 and May 1. If approved, an amount of money equal to remaining salary payments less one pay will be issued on the last June pay date. The balance, less any necessary deductions, will be paid on the first pay date in July. Requests will be approved in order of receipt for up to twenty-five percent (25%) of the teachers in the School District without the necessity of giving a reason. Further requests may be considered in cases of extreme emergency which occur between May 1 and June 15.
- c. No request received prior to April 15 will be considered. Requests will be numbered in order of receipt, and if several requests are received at the same time, those necessary to complete the twenty-five percent (25%) quota will be chosen by lot.
- d. The District shall make provision for direct deposit of payroll through a District designated bank to the employee's bank of choice for all employees electing direct deposit. After an initial election period, each employee may elect annually on or before August 1st whether to use direct deposit. New employees shall make an election at the time of hire. Employees not electing to change by August 1st shall be deemed to have continued their prior election. Notification of amount of deposit and appropriate withholding shall be provided to the employee in writing.

## **Section 602. Salary Schedules for Teachers**

The parties agree that wages and salaries to be effected by this Agreement for the 2007-2008, 2008-2009 and 2009-2010 school years are set forth in APPENDIX A.

Staff who attain "National Board Certification" status as defined by the National Board for Professional Teaching Standards, shall receive a stipend of \$2,000 in 2007-2008, \$2,100 in 2008-2009, and \$2,200 in 2009-2010, so long as the status is maintained. This stipend shall be in addition to the salary as set forth in the salary schedules, and shall be part of salary for retirement purposes. Such stipend shall be prorated in the year earned if not received prior to the beginning of the school year.

### **Section 602.1. Classifications**

Four classifications shall be included in the teachers' salary schedules:

- a. College Certificate with a Bachelors degree;
- b. Masters degree or equivalency recognized by the Pennsylvania Department of Education;
- c. Masters degree or equivalency recognized by the Pennsylvania Department of

Education, plus 30 graduate credits;

- d. Doctoral degree.

Masters equivalency certificates will no longer be recognized for salary purposes for employees hired after November 5, 1990. Such employees must obtain a Masters degree to move to the Masters track of the salary schedule. Such employees must obtain an earned Masters degree and thirty (30) subsequent credits to move the Masters + 30 track. Employees who are members of the bargaining unit as of November 5, 1990, shall continue to have the right to move to the Masters track and/or the Masters + 30 track, with a Masters equivalency.

### **Section 602.2. Contract Renewal--Placement on Salary Schedule**

Teachers, who have a record of satisfactory performance and are appointed for the following school year, under contract to the School District shall be placed on the appropriate salary schedule according to:

- a. Degree levels will be Bachelors, Masters/Masters equivalency, Masters plus thirty (30) hours of graduate credits attained after award of the Masters degree from an accredited college or university, and earned Doctoral degree. Degrees must be earned from colleges or universities whose degrees are recognized by the Pennsylvania Department of Education. Only courses which are eligible for tuition reimbursement or which are otherwise pre-approved by the Superintendent or his/her designee may be utilized for placement beyond the Masters degree column.
- b. Credited years of experience will be the number of years of teaching, counseling, library, or nursing experience in the School District of Springfield Township plus prior experience credited by the School District at the time of employment in the School District of Springfield Township.
- c. In addition to placement on the appropriate steps of the adopted salary schedules, teachers will have added to that step the dollar amounts awarded for superior service in each and every school year prior to the school year 1970-71.

**Section 602.3. Increments.** All increments shall be granted in recognition of the quality of service rendered and as incentive for improvement. Any full increment will be withheld whenever the services rendered in any year are "not satisfactory" as determined under procedures set forth below in Sections 602.4 and 603, Evaluation of Teachers.

**Section 602.4.** Teachers believed to be unsatisfactory in performance will receive a final rating of unsatisfactory and notification of withholding of an increment prior to the last teacher work day of the school year. Unless the deficiency arises out of a substantial change in the teacher's performance during the last two (2) months of the school year, no teacher shall receive a final rating of unsatisfactory unless he has been so informed by his building principal at least two (2) months prior to the end of the school year and has the opportunity of at least two (2) conferences with an administrator.

## **Section 603. Evaluation of Teachers**

- a. Ratings of members of the bargaining unit shall be based on objective evaluations of teaching or guidance performance by supervisors or administrators certified for the positions they hold in the School District by the Pennsylvania Department of Education.
- b. All matters pertaining to discipline, dismissal, reduction in rank, or compensation, evaluation and professional standing shall be as provided for in the Pennsylvania Public School Code of 1949, as amended, and the proceedings pertaining thereto shall be in strict compliance with the procedures provided for in the Public School Code.
- c. All observations of teachers shall be conducted openly and with the full knowledge of the teacher and no media devices will be used for evaluation purposes. When media devices are required to assist teachers in the development of teaching skills it will be at the teacher's discretion to share the resultant material with the Administration.

## **Section 604. Part-Time Teachers**

**Section 604.1.** Part-time teachers shall be defined as those teachers who work less than the full day as defined in Sections 302, 502.1 and 502.3 or the District's annual work schedule, not to exceed the working hours in Sections 502.1 and 502.3.

### **Section 604.2. Part-Time Teachers Salary Basis**

#### **Category A**

Part-time teachers who work less than a full work day but who work five hundred seventy (570) hours or more per work year shall receive a salary based on the regular teacher's salary schedule (APPENDIX A) prorated for the time worked using the standard for full pay of a full day as defined in Sections 502.1 and 502.3 and the full work year as defined in Section 501.

#### **Category B**

Part-time teachers who work less than five hundred seventy (570) hours per work year shall receive an hourly rate based on the following formula rounded down to the even dollar amount:

$$\frac{\text{Salary Schedule} \div 191 \text{ days} \div 7.5 \text{ hours}}{\text{Minimum Salary}^*}$$

\*(Col.Cert., Step 0)

### **Section 604.3. Change of Status**

Employees changing from "part-time" to "full-time" status will be given full-time credit for part-time service based on the cumulative service in the District in hours divided by 1,336 hours during the term

of this Agreement.

### **Section 605. Long-Term Substitutes Teachers' Salaries**

Long-term full-time substitute teachers shall be placed, at the beginning of employment, on a step of the teachers' salary schedule (see Section 602 and APPENDIX A) determined by the Superintendent. Teachers, hired as long-term substitutes, who work less than eighty-five (85) consecutive days, may have their salary reduced from the teachers' salary schedule rate to the then current per diem substitute rate of the District. Long-term substitute teachers who continue to teach without interruption on a full-time basis within this District will be advanced on the salary schedule in accordance with Sections 602.3 and 602.4. Long-term substitute teachers will be advanced one step on the teachers' salary schedule for every two (2) full semesters worked. Long-term substitute teachers whose service to the School District is interrupted for a period of three (3) years or less will be placed on the appropriate step of the salary schedule when they return. Long-term substitute teachers whose service to the School District is interrupted for a period greater than three (3) years shall be placed on a step of the teachers' salary schedule determined by the Superintendent.

### **Section 606. Permanent Per Diem Substitutes**

A "permanent per diem substitute" is hereby defined as a professional employee hired on a full-time basis to serve as a substitute for absent teachers. Permanent per diem substitutes will be included in the bargaining unit represented by the Association.

The salary for a permanent per diem substitute shall be seventy-five percent (75%) of Bachelor's Step zero.

## **ARTICLE VII**

### **EXTRA PAY**

#### **Section 701. Extra Responsibilities**

**Section 701.1.** Extra pay for extra responsibility shall be by category as enumerated in APPENDIX B.

#### **Section 701.2.**

Extra pay for categories will be as follows:

	<u>2007-2008</u>		<u>2008-2009</u>		<u>2009-2010</u>	
Category I	0-5 \$1,118	6+ \$1,700	0-5 \$1,136	6+ \$1,728	0-5 \$1,155	6+ \$1,757
Category II	0-5 \$1,476	6+ \$2,206	0-5 \$1,500	6+ \$2,242	0-5 \$1,525	6+ \$2,279
Category III	0-5 \$1,961	6+ \$2,820	0-5 \$1,993	6+ \$2,866	0-5 <u>\$2,026</u>	6+ \$2,914
Category IV	0-5	6+	0-5	6+	0-5	6+

	\$2,455	\$3,304	\$2,495	\$3,358	\$2,536	\$3,414
Category V	0-5	6+	0-5	6+	0-5	6+
	\$2,942	\$3,928	\$2,990	\$3,992	\$3,040	\$4,058
Category VI	0-5	6+	0-5	6+	0-5	6+
	\$3,434	\$4,658	\$3,490	\$4,733	\$3,548	\$4,812
Category VII	0-5	6+	0-5	6+	0-5	6+
	\$3,928	\$5,387	\$3,992	\$5,474	\$4,058	\$5,565
Category VIII	0-5	6+	0-5	6+	0-5	6+
	\$5,386	\$7,312	\$5,473	\$7,430	\$5,564	\$7,553

For an extended season:

A varsity coach and/or assistant coach, involved in an extended season governed by the Pennsylvania Interscholastic Athletic Association and approved by the Superintendent, shall be paid for such additional time by the following formula:

$$\text{Extra compensation} = \text{Number of extended days} \times 1/70 \times \text{Compensation for the regular sports season.}$$

If the competition is such that individual team members are involved, only the head coach will be paid unless five or more members compete, in which case the assistant and/or assistants will also be paid. In the case of sports involving the complete team, all assistants (Senior High School) will be paid.

### **Section 701.3.**

The years of experience for the purpose of placement on the extra pay schedule shall equal the number of years since college graduation of actual, satisfactorily rated experience in coaching the sport or supervising the activity for which extra pay is granted.

**Section 701.4.** Positions for activities listed under each category are there for categorization only and need not be filled. If an activity is provided and an employee is needed, payment will be made utilizing APPENDIX B and the extra pay schedule from Section 701.2.

If an activity previously offered is not to be continued, the employee who has last filled the extra pay position shall be notified of the discontinuation within five (5) working days of the decision to discontinue the activity. This provision shall not prohibit the District from canceling an activity at any time at the sole discretion of the Superintendent. All contracts for coaches or sponsors for activities which have been cancelled will be considered null and void. Sponsors of non-athletic activities which are cancelled shall be compensated on the basis of the pro rata portion of the activity which was actually completed. Coaches whose athletic activities are cancelled on or before 25% of the season is completed will be paid on the basis of the pro rata portion of the official PIAA season completed as of the date of cancellation. If 26% or more of the season is completed, the coach will be paid 50% of the full contract, if 51% or more of the season is completed at the time of cancellation, the entire contract will be paid.

In the event new athletic or non-athletic positions are established and approved by the District during

the term of this Agreement, compensation for such positions shall be subject to the Association's right to meet and discuss concerning the amount.

**Section 701.5.** Members of the bargaining unit, deemed qualified by the School District, shall receive consideration before outside applicants for appointments to vacant extra pay positions unless previously evaluated as unsatisfactory within a similar athletic or non-athletic position. All coaching and activity positions and contracts are offered for one season or one year only.

**Section 701.6.** Coaches and sponsors shall be evaluated by the School District Administration. The absence of a written evaluation of performance from the Administration shall be considered the same as a satisfactory rating.

**Section 701.7.** Separate contracts will be issued for all extra pay responsibilities. These contracts shall be for the period specified thereon, not to exceed one (1) school year, and may be renewed pursuant to the provisions of this Article.

**Section 702. Coordinators and Team Leaders**

Extra pay for extra responsibilities performed by coordinators and team leaders shall be as follows for the contracted years:

**Section 702.1.**

- a. Subject coordinators and team leaders based on teachers in their department:

Extra Pay

	2007-2008	2008-2009	2009-2010
Two	971	987	1,003
Three to Six	1,942	1,973	2,006
Seven to Ten	2,320	2,358	2,397
Eleven or More	2,471	2,511	2,553

- b. K-12 Curriculum Coordinators

2007-2008	2008-2009	2009-2010
2,471	2,511	2,553

**Section 703. Student Teacher Program**

Teachers who volunteer to sponsor student teachers shall receive monetary compensation provided by the sending institution. If the sending institution provides graduate work instead of monetary compensation and the sponsoring teacher does not choose to take the coursework, the credit vouchers shall be turned over to the Assistant Superintendent for distribution among interested professional staff members by means of a semi-annual lottery. Individuals desiring to participate in the drawing shall notify the Assistant Superintendent in writing of their interest prior to September 1 and January 1 of each year.

**Section 704. Summer School**

**Section 704.1.** A-statement of all openings for summer school teachers will be publicized by the Superintendent as early as possible and under normal conditions not later than May 1. Applications from regularly employed School District personnel must be submitted within two (2) weeks of the announcement of position openings.

**Section 704.2.** Teachers who have applied for summer school positions will be notified of the action taken regarding their applications as early as practicable, and under normal circumstances not later than the day after the regularly scheduled June meeting of the School District. All such appointments shall be contingent upon the enrollment of a sufficient number of students to justify (in the opinion of the Board or the Superintendent) the undertaking of the particular course as part of the summer curriculum...

**Section 704.3.** Teachers employed in summer school may use previously accumulated sick leave but shall not be entitled to additional sick leave credits by reason of summer school employment.

**Section 704.4.** Summer school teachers shall be paid at the rate listed below:

<u>Course</u>	<u>Salary</u>
Less than ninety (90) hours	Seven percent (7%) of that portion hours of salary which bears the same ratio as the number of course hours bears to ninety (90) hours;
Ninety (90) hours	Seven percent (7%) of school year salary;
One hundred twenty (120) hours	Nine percent (9%) of school year salary.

**Section 705. In-Service Training and Curriculum Development Workshops**

Compensation for teachers who are employed by the School District with the approval of the Superintendent of Schools for in-service training or curriculum development workshops, whether held within or outside the School District, at times other than those that are part of the regular contract work day and work year, shall be at the hourly rate of \$28.42 during the term of the Contract, excluding lunch.

For teachers designated by the Superintendent as presenters at such training or workshops, the hourly rate, excluding lunch, shall be \$38.26 during the term of the Contract.

## **Section 706. Mileage Reimbursement**

Teachers whose schedules cannot be arranged in a single school building for a full work day shall be entitled to mileage reimbursement at the rate established by the United States Internal Revenue Service for business expense deductions for distances covered for the School District between teaching assignments during the regular work day, except that trips between Erdenheim Elementary, Springfield Middle, and the High School will not be reimbursed. Any changes in the mileage rate will be effective the first day of the month after either party gives written notice to the other of a change in the IRS rate.

## **Section 707. Parent Conferences**

Teachers who are employed by the School District and are required to attend parent conferences scheduled after 5:00 p.m. under the Individuals with Disabilities Education Act, as amended, as well as Pennsylvania Department of Education regulations implementing the same, shall receive compensation of \$18.00 for his or her attendance at such conferences. All such conferences must be approved in advance by the Coordinator of Special Education and the Superintendent or his/her designee.

# **ARTICLE VIII**

## **MISCELLANEOUS PAYMENTS**

### **Section 801. Group Health Care Plan**

- a. The dental plan will not change as part of the health care plan change. If a teacher desires dental plan coverage for eligible dependents, the School District shall contribute one hundred percent (100%) of the monthly premium for the cost of coverage of the teacher's spouse and children.
- b. The dental plan will be provided, subject to existing deductible and co-payment provisions, to maximum annual payments of two thousand dollars (\$2,000).
- c. Dental coverage for treatment of temporomandibular joint dysfunctions and for procedures, appliances, or restorations necessary to alter vertical dimension and/or restore or maintain the occlusion, including equilibration, periodontal splinting, full mouth rehabilitation, restoration of tooth structure lost from attrition, and malalignment of teeth, subject to other limitations in the existing plan other than age, will be provided for non-cosmetic treatment to covered adults based on usual, customary, and reasonable fees subject to an insurance co-payment of fifty percent (50%) and lifetime maximum of one thousand dollars (\$1,000) for this service.
- d. A teacher who retires and has completed twenty (20) years of service in this School District may elect to continue membership in the School District's health care and/or dental plans at the expense of the employee effective June 29, 1986. Effective January 1, 1994 the retiree health care plan for existing and future retirees shall be provided through the Public School Employees' Retirement System (PSERS) and their Health

Options Program. The spouse of a retired teacher who has completed twenty (20) years of service in this School District may be continued in the health care and/or dental plans at the expense of the employee if the spouse was covered prior to the teacher's termination of service and if continuous membership in the health care and/or dental plans is maintained by both the former employee and spouse. If a retired employee works for another employer who provides a paid health and/or dental plan for which the retiree is eligible, both the retiree and spouse will not be covered in the health care and/or dental plans offered by the School District. If the retired employee's spouse works for another employer who provides a paid health and/or dental plan for which the spouse is eligible, the spouse will not be covered in the health care and/or dental plans offered by the School District.

### **Section 801.1. Group Health Care Plan**

- a. Until December 31, 2007, the provisions regarding group healthcare plan in the 2003-2007 Collective Bargaining Agreement between the School District of Springfield Township and the Springfield Township Education Association shall remain in full force and effect. Effective January 1, 2008, there shall be three (3) approved health care plans, all of which shall be selected and implemented by the School District. These three (3) plans shall be as follows: (1) Independence Blue Cross Personal Choice 5 Plan (PC5); (2) Independent Blue Cross Personal Choice 10/20/70; and (3) Standard Direct POS C1-F1-01 Plan (Standard Direct POS C1-F1-01).
- b. Premium Contributions.
  1. Effective January 1, 2008, the School District agrees to contribute 100% of the premium payments toward the Standard Direct POS C1-F1-01 Plan coverage selected by those eligible full-time or part-time employees.
  2. Effective January 1, 2008, eligible full-time or part-time employees who elect the 10/20/70 Plan shall be required to pay the greater of \$40 per pay or the following percentages of the second look premium costs as follows through mandatory payroll contributions:

January 1, 2008 – June 30, 2008	9.5%
July 1, 2008 – June 30, 2009	10.0%
July 1, 2007 – June 30, 2010	11.0%
  3. Should a Bargaining Unit Employee elect the Personal Choice 5 Plan as of January 1, 2008, the cost to the employee shall be the same copay for the 10/20/70 Plan plus the amount of the difference of cost to the Employer between the 10/20/70 Plan and Personal Choice 5 through mandatory payroll deductions.
  4. Notwithstanding the foregoing, effective January 1, 2008, all Bargaining Unit Employees hired on or after September 1, 2007, in the event they opt for insurance coverage, will be enrolled in the Standard Direct POS C1-F1-01 Plan

for their first three (3) full years of service with the District. During each year of the term of this Agreement, the School District agrees to contribute 100% of the premium payments toward the Standard Direct POS C1-F1-01 Plan coverage selected by the eligible full-time and part-time employees. If the new hire elects to buy up to the 10/20/70 Plan, they may do so paying 100% of the difference in premium costs between the Standard direct POS C1-F1-01 Plan and the 10/20/70 Plan, plus the premium share amount contributed by the current employees through mandatory payroll deductions.

- c. A Section 125 plan shall be established to provide each employee the opportunity to pay his/her portion of health care premium co-payments and other unreimbursed medical expenses as well as unreimbursed dental and child-care expenses on a pretax basis.

## **Section 801.2. Cost Containment Provisions**

The following provisions have been agreed to for the purpose of assisting the School District in containing the cost of providing medical and other group insurance benefits to its employees and limiting the future increases in these costs:

- a. Each employee shall have the right to elect coverage for himself/herself and/or his/her dependents under the School District health insurance plans but not more than one. No employee or dependent shall be entitled to payment of premiums which would result in coverage of that individual under more than one of the group health insurance plans.
- b. Full-time employees who are enrolled in family coverage, husband and wife coverage, or employee and children coverage under the District PPO medical plan or under another District health plan and who are willing to discontinue that coverage at the start of any school year shall receive a payment of Fifteen Hundred Dollars (\$1,500.00) for each year in lieu of health coverage so long as they continue to waive all health coverage. The \$1,500.00 will be paid in two (2) equal payments of \$750, one payment the first pay of December and one payment the first pay of June. A payment of \$500.00 paid annually, will be made to full time employees who are enrolled in single or employee and child coverage and who are willing to waive all health coverage.
- c. Employees who must re-enroll or newly enroll in the District medical plan prior to a full year of disenrollment due to loss of alternative medical coverage or other emergency circumstances may do so, subject only to limitations imposed by the medical insurance plan or carrier, and provided that the employee shall return to the District the pro rata portion of the bonus payment corresponding to the balance of the original year of disenrollment.

Employees receiving a waiver payment who District in less than one (1) calendar year payments a pro rata portion of the payment terminate employment with the shall have deducted from salary payments a pro rata portion of the payment.

- d. Because the purpose of the waiver payment is cost containment, employees will not be

permitted to upgrade their medical coverage to family or multi-party coverage at District expense for the purpose of subsequently discontinuing that coverage to receive a waiver payment. Any employee who commences family or multi-party coverage on or after July 1, 1990 and who subsequently seeks a waiver payment for discontinuing that coverage shall not automatically be entitled to the waiver payment, but shall have the burden of proving a bona fide change in circumstances subsequent to the upgrade which justifies the upgrade and the subsequent discontinuance.

- e. Precise terms and conditions of all group insurance benefits shall be described by the master plan or master contract issued by the plan administrator.

### **Section 801.3. Prescription Drug Program**

Effective January 1, 2008, and each school year thereafter, School District will pay for the Select Drug Program for the coverage for each employee and for each family plan subscriber subject to the \$15.00 generic deductible/\$25.00 preferred brand name deductible/\$40.00 non-preferred brand name deductible, along with a mandatory mail order requirement for maintenance drugs as defined by the carrier. (The mail order service allows an employee to order up to a 90-day supply. The employee will pay two (2) times the generic or brand copayment for a formulary drug or two (2) times the non-formulary brand copayment for covered non-formulary drugs).

### **Section 802. Income Protection**

The School District shall provide Group Disability Insurance, which shall provide a benefit equal to sixty-five percent (65%) of the teacher's salary for absence due to accident or illness. Such protection shall be provided for a maximum of one hundred fifty (150) work days, commencing with the first day following the exhaustion of the teacher's total accumulated sick leave as provided in Section 901.1 plus the ten (10) days of half salary provided in Section 901.2, and shall terminate on the day preceding the teacher's return to work.

During the time period when group disability insurance is in effect, the School District shall provide group health care plan coverage for the affected teacher, but no other benefits, other than those required by law, will be provided. The eligible dependents of a teacher receiving group disability insurance may be covered in the School District's health care and/or dental plans under the same conditions as an active employee if the dependents were covered prior to the beginning of the disability insurance and if continuous membership in the health care and/or dental plans is maintained by both the disabled teacher and dependents.

If retirement payments are needed to protect the death benefit under the Public-School Employees Retirement System (PSERS) of Pennsylvania of a teacher, with ten (10) years of experience in this School District, who is receiving income protection payments from the School District's Group Disability Insurance, and if said teacher requests assistance from the School District and submits a check made payable to the School District for the employee's share of the retirement payments, then the School District will make retirement payments for said employee commencing on the last work day prior to the termination of the-PSERS death benefit for the employee and continuing until the end of the 150th day of group disability insurance for the employee.

## **Section 803. Payments Upon Termination of Employment**

### **Section 803.1. Severance Pay**

After fifteen (15) years of service in the School District, a teacher, upon termination of employment, shall be eligible for either but not both of the following benefits:

- a. If retiring under the Public School Employees Retirement Act, the teacher shall receive \$16.00 for each day of accumulated sick leave in excess of one hundred (100) days plus the sum of two thousand four hundred dollars (\$2,400). Beginning July 1, 2005, the retiring teacher shall receive \$16.00 for each day of sick leave accumulated after June 30, 2003 and in excess of the amount accumulated as of that date.
- b. If not retiring under the Public School Employees' Retirement Act, the teacher shall receive the sum of ten dollars (\$10.00) for each day of accumulated sick leave in excess of fifty (50) days, but the total payment shall not exceed five hundred dollars (\$500.00) to any teacher.

### **Section 804. Life Insurance**

- a. The School District shall pay for each full-time teacher the full annual premium for group term life insurance in the amount of the teacher's annual salary rounded to the nearest \$1,000 with a minimum face value of \$50,000.
- b. The School District shall pay for each part-time teacher of Category A the full annual premium for group term life insurance in the amount of \$25,000.

### **Section 805. Tuition Reimbursement**

Pursuant to the rules set forth below, the School District shall reimburse each teacher for the cost of graduate level college credits commenced and completed while a professional or temporary professional employee of the School District:

- a. Study must be taken at a State-approved degree-granting collegiate institution, which must be pre-approved within the discretion of the Superintendent.
- b. Study must consist of graduate level courses in the teacher's major field or any other course of study preapproved by the Superintendent.
- c. All courses must be preapproved by the Superintendent or his/her designee.
- d. The reimbursement per credit hour for courses taken on or after July 1, 2007, will be the cost not to exceed the following:
  1. Courses taken for pre-approved undergraduate courses, or other pre-approved courses other than traditional graduate level courses, shall be reimbursed up to seventy-five dollars (\$75) per credit.

2. Employees enrolled in an approved first master's degree program or approved doctoral program shall be reimbursed at 100% of the State University rate. Employees who are enrolled in a pre-approved additional master's program prior to October 1, 2007, will be reimbursed at 100% of the State University rate. All other graduate credits will be reimbursed at \$125.00 per credit.
- f. The maximum reimbursement paid to any teacher for credits earned by completing the course(s) in any fiscal year of the School District shall be for twelve (12) credits, except that the maximum shall be increased to eighteen (18) credits for a year in which the teacher took a full year sabbatical leave for the purpose of graduate study.
- g. A transcript or other verification certifying that a grade of "B" or higher has been received in the course and proof of payment for courses taken (a receipted bill) must be forwarded to the Superintendent.
- h. Reimbursement shall be made prior to November 30 or within sixty (60) days of receipt of "proof of payment," whichever is later, for courses completed prior to August 31, and reimbursement shall be made prior to March 31 or within sixty (60) days of receipt of "proof of payment," whichever is later, for courses completed prior to January 31. Reimbursement shall be made only if the teacher is then employed in the School District of Springfield Township and has received a satisfactory rating.
- i. Coursework which does not meet the specific requirements of this Section may be pre-approved by the Superintendent on a case-by-case basis at his/her sole discretion, provided that neither the granting or denial of such approval will create a practice or establish a precedent for any future case, and no such decision will be subject to the grievance procedure or arbitration.

#### **Section 806. Early Retirement Incentive**

Employees must have a minimum of 10 years of full-time service in the School District in order to qualify for this Early Retirement Incentive Program. Employees who: i) have at least 30 years credited service with the Pennsylvania School Employees' Retirement System (PSERS), or have attained age 55 with 25 years of credited service with PSERS; ii) retire at the end of the 2007-2008 school year; and ii) notify the School District of their intent to retire by December 15, 2007, will be eligible for apayment of \$25,000, less legally required withholdings, if any. Provided, however, that the \$25,000 payment is contingent upon a minimum of 10 eligible employees having submitted to the School District their irrevocable intention to retire notification. The payment of \$25,000.00, less legally required withholdings, if any, shall be paid as a non-elective employer contribution to the eligible employee's 403(b) plan no later than June 30, 2008. **EMPLOYEES WILL NOT HAVE THE OPTION TO RECEIVE A CASH PAYMENT IN LIEU OF THE NONELECTIVE EMPLOYER CONTRIBUTION.** In the event that the minimum of 10 eligible employees' threshold is not met by December 15, 2007, then the employees can rescind their intention to retire notification on or before January 15, 2008. The Association shall be notified by January 1, 2008, if the minimum number of eligible employees requirement is not met. The Superintendent, with the concurrence of the Board, may waive strict enforcement of the qualifying criteria for the Early Retirement Incentive Plan

on a case-by-case basis in the interest of the School District without creating a precedent or establishing a practice governing any future case. The \$25,000 non-elective employer contribution shall be subject to the limits prescribed by the Internal Revenue Code (Code) as those limits apply to employer contributions made on behalf of former employee under the employee's 403(b) plan. Nonelective employer contributions to a 403(b) plan on behalf of a former employee cannot exceed the lesser of: i) the limit under Code section 415(c)(1) for that year (\$45,000 for 2007); or ii) the former employee's annual includible compensation for the 12 month period preceding his or her retirement. If, in the year an employee retires under the Early Retirement Incentive Program, the \$25,000 nonelective employer contribution exceeds the Code's limits described above, the School District shall contribute the maximum amount of the \$25,000 that is permissible under the Code to the former employee's 403(b) plan for that year. The balance of the nonelective employer contribution shall be contributed to the former employee's 403(b) plan in each subsequent year until the earlier of: i) five years; or ii) until the entire \$25,000 has been contributed. To receive the nonelective employer contribution, all employees eligible under this Section 807 will be required to acknowledge and agree that, if the employee is deemed to be in constructive receipt of any of the amounts contributed or intended to be contributed to his or her 403(b) plan, he or she will reimburse the School District for any withholding taxes and interest thereon to the extent the School District is required to pay withholding taxes as a result of such constructive receipt. Alternatively, at the request of the School District, the employee shall pay such taxes directly to the Internal Revenue Service (IRS) or the Pennsylvania Department of Revenue. Further, the former employee will agree to indemnify and hold harmless the School District, its agents, employees, or board members from any claim which the IRS or Pennsylvania Department of Revenue could assert with respect to the specific provision in the Collective Bargaining Agreement and the transactions described therein.

## **ARTICLE IX**

### **ABSENCES**

#### **Section 901. Specific Leaves of Absence for Full-Time Professional Personnel**

##### **Section 901.1. Sickness or Injury**

In any school year, whenever a professional or temporary professional employee is prevented by illness or accidental injury from following his or her occupation, the School District shall pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period of ten (10) days. Any such unused leave shall be cumulative from year to year in the school district of current employment without limitation. All or any part of such accumulated, unused leave may be taken with full pay in any one or more school years. No employee's salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties.

Up to five (5) days per year of accumulated sick leave may be used for illness of a member of the immediate family as that term is defined in Section 1154 of the School Code.

### **Section 901.2. Additional Sick Leave**

In addition to regular sick leave, the School District shall pay to said employee half salary for each day of absence due to sickness or injury for a maximum of ten (10) days beyond the leave days to which he is entitled at full salary. The ten (10) days at half salary shall not be cumulative from year to year.

### **Section 901.3. Doctor's Certificate**

An employee may be required to furnish a certificate from a physician or other practitioner certifying that he or she was unable to perform his or her duties during any period of absence for which compensation is paid for sickness or injury. An employee must present a doctor's certificate (on the day of return to work) for absence due to illness which exceeds three (3) days.

### **Section 901.4. Notification**

Professional and temporary professional employees shall be informed annually of their accumulated sick leave as of the date reported. Whenever a professional or temporary professional employee is absent from duty, the employee shall indicate on a form, provided by the School District, the appropriate type of leave and dates of leave.

### **Section 901.5. Death in the Immediate Family**

Whenever a professional or temporary professional employee is absent from duty because of a death in the immediate family of said employee, there shall be no deduction from the salary of said employee for an absence not in excess of five (5) school days within seven (7) calendar days of the death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, near relative who resides in the same household, or any person with whom the employee has made his home.

### **Section 901.6. Death of a Near Relative**

Whenever a professional or temporary professional employee is absent because of the death of a near relative, there shall be no deduction from the salary of said employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

### **Section 901.7. Attendance at Teacher Organization Meetings**

Substitute teachers will be provided at School District expense to provide the equivalent of nine (9) work days annually for teacher representatives to attend regional or national meetings of the teacher's organization. The Association shall submit to the Superintendent of schools, at least three (3) weeks prior to each meeting, the name(s) of the teacher(s) designated to attend and the name, location and purpose of the meeting. Absence for attendance at teacher organization meetings other than those authorized herein shall be unexcused and shall result in loss of salary.

### **Section 901.8. Transfer Days**

Professional and temporary professional employees who sever their employment with one school district and enter into employment with another school district shall be entitled to all accumulated leave not exceeding a maximum of twenty-five (25) working days acquired during their employment in the school districts of the Commonwealth. This provision is the same as that found in Section 1154(a) of the School Code, and this contract provision shall be amended to conform with future amendments to the School Code.

### **Section 902. Personal Leave for Full-Time Professional Personnel**

Each teacher shall be granted annually three (3) days for personal leave. Unused personal leave days shall be added to the teacher's accumulated, unused sick leave. The building administrator or designee must be notified in writing prior to the absence. If a teacher fails to notify the building administrator or designee prior to his absence, unless extenuating circumstances exist, he shall not be granted personal leave and will be subject to loss of pay. The first two (2) absences taken during a school year when no reasons are specified or which do not fall under policy outlined in this section shall be charged as personal leave. When schools are closed for a specific religious holiday, teachers may for religious reasons use personal leave for the day preceding or following the scheduled holiday. If personal leave days are taken by more than five (5) teachers on the same last work day prior to or first day after a holiday or scheduled vacation or on any of the first five (5) or last five (5) pupil days of the school year, personal leave shall no longer be granted on such days. A teacher may not take more than two personal days on consecutive work days.

### **Section 903. Jury Duty**

Teachers are expected to notify their principals or supervisors as soon as they receive notice to report for jury duty so that suitable substitutes may be found. If a teacher should be released from jury duty before 12:00 noon on any working day, he shall be expected to return to his school for the balance of the working day. Teachers shall receive their regular salary less payment received for serving on a jury. Certification of payment for jury duty must be submitted to the business office.

### **Section 904. Child Rearing Leave**

- a. Child rearing leave shall be granted without pay, sickness, or District benefits, and without accumulation of sabbatical and other leave rights. Medical insurance may be continued during the child rearing leave subject to the rules and regulations of the insurance carrier and provided that the full premiums will be paid by the teacher.
- b. Disabilities caused or contributed to by pregnancy, childbirth, and recovery thereafter shall make the teacher eligible for sick leave benefits under the same terms and conditions as any other ill or disabled employee. A disabled employee may utilize accumulated sick leave prior to commencing unpaid child rearing leave.
- c. The accrual of certain benefits which include payment for sickness or disability benefits under the School District's health insurance and sick leave plan shall be applied to the period of actual disability, but no benefits, except seniority, shall accrue during the period of child rearing leave.

- d. In the event of the loss of the child a teacher may return to a teaching position at the beginning of a marking period, giving the School District thirty (30) calendar days notice prior to return, where possible.
- e. Notice of intent to return to service shall be given to the Superintendent in writing by June 1 prior to the expiration of the original child rearing leave. Failure to provide timely notice of intent to return following the original year or timely request for an extension shall entitle the School District to employ a replacement teacher for the following year, in which case the teacher shall not be entitled to return from leave, but will be deemed to have accepted a voluntary furlough. A teacher on sick leave must return immediately upon the expiration of the disability unless such teacher has requested a child rearing leave for the term specified herein. A teacher on sick leave who fails to return to work at the end of the sick leave or who does not request a child rearing leave before the end of sick leave will be considered to have abandoned his or her contract.
- f. Child rearing leave shall be granted to a teacher who has given birth, or a teacher whose spouse has given birth, or adopted a child and shall commence at the termination of sick leave or at the birth or adoption of the child. Child rearing leave shall be granted for the remainder of the academic year in which the leave begins and may be extended at the option of the teacher for up to one (1) additional year provided that return to service occurs at the beginning of an academic year. Such extension must be requested in writing by June 1st.

**Section 905. Family and Medical Leave Act**

- a. The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). Neither the School District nor the employees waive the right to exercise any prerogative or right under the Act.
- b. If both spouses are employed by the School District each employee shall be individually entitled to FMLA rights.
- c. A year for FMLA purposes shall be deemed to begin September 1 of each year and end August 31.

**Section 906. Part-Time Professional Employees' Benefits**

**Section 906.1. Category A Part-Time Teachers (See Section 604 for definition)**

- a. Sickness or injury leave will be provided for ten (10) days annually at full pay cumulative plus ten (10) days at one-half (1/2) pay non-cumulative (see Sections 901.1 and 901.2).
- b. Income protection insurance will be the same as for full-time teachers (see Section 802).

- c. Bereavement leave for "Death in the Immediate Family" will be the same as for full-time teachers (see Section 901.5).
- d. Bereavement leave for "Death of a Near Relative" will be the day of the funeral at full pay (same as full-time teachers, see Section 901.6).
- e. Personal leave will be three (3) days non-cumulative (same as full-time teachers, see Section 902).
- f. Jury duty leave will be the same as for full-time teachers (see Section 904).
- g. Part-time teachers, who were reduced from previous full-time status in a preceding year without interruption of service, shall receive all the benefits of full-time teachers as long as they continue in a Category A status without interruption of service.
- h. Part-time teachers and their eligible dependents may participate in the School District's health care and/or dental plans at the expense of the employee.

**Section 906.2. Category B Part-Time Teachers (See Section 604 for definition)**

- a. Bereavement leave for "Death in the Immediate Family" will be the same as for full-time teachers (see Section 901.5).
- b. Bereavement leave for "Death of Near Relative" will be the same as for full-time teachers (see Section 901.6).
- c. Jury duty leave will be the same as for full-time teachers (see Section 904).

**Section 907. Long-Term Substitute Teachers' Benefits**

Full-time substitute teachers, who work eighty-five (85) consecutive working days or more, shall receive the following benefits:

- a. Healthcare and/or dental plan for a substitute will be effective on the same basis as for regular full-time teachers in the event the long-term substitute teacher is engaged by the School District for an entire semester.
- b. Health care and/or dental plan for substitute teacher's eligible dependents will be at the substitute teacher's expense effective on the same date the substitute teacher's coverage commences (see Section 801).
- c. Income protection insurance will be the same as for other full-time teachers (see Section 802).
- d. Life insurance will be the same as for other full-time teachers (see Section 804).
- e. Paid leave for sickness or injury will be provided on the same basis as for other full-

time teachers (see Section 901.1) except that the number of sick leave days to which a substitute teacher is entitled will be computed by dividing all days worked (including the first eighty-five [85] days) by 18.8 and rounding to the nearest one-half day.

- f. Bereavement leave for "Death in the Immediate Family" will be the same as for other full-time teachers (see Section 901.5).
- g. Bereavement leave for "Death of a Near Relative" will be the day of the funeral at full pay (see Section 901.6).
- h. Personal leave will be provided on the same basis as for other full-time teachers (see Section 902) except that the number of personal leave days to which a substitute teacher is entitled will be computed by dividing all days worked (including the first eighty-five [85] days) by sixty-three (63) and rounding to the nearest one-half day.
- i. Leave for jury duty will be provided on the same basis as for other full-time teachers (see Section 904).
- j. No benefits or coverages of this contract, other than those enumerated above, will be provided to long-term substitute teachers.

#### **Section 908. Permanent Per Diem Substitutes**

A permanent per diem substitute teacher will be entitled to the following fringe benefits:

- a. A total of six (6) days of sick or personal leave, of which no more than two (2) can be personal.
- b. Leave for jury duty or bereavement as approved by the Superintendent.
- c. FMLA - as required by law.
- d. Individual Standard Direct POS C1-F1-01 coverage may be purchased at employee expense in the first year of employment. In the second year of employment one-half of the contribution toward individual Standard Direct POS C1-F1-01 will be available, and the full Board contribution toward individual Standard Direct POS C1-F1-01 will be available in the third year of employment.
- e. The hours of work will be the same as for regular employees.
- f. A permanent per diem employee will work all days scheduled for the teacher work year.
- g. The service time of a permanent per diem employee will not count toward seniority or tenure.
- h. Permanent per diem substitutes will be eligible for PSERS participation on the first day

of employment.

## ARTICLE X

### **ADMINISTRATIVE ASSISTANCE BENEFITS**

#### **Section 1001. Dues Deduction**

The School District will provide during the contract year a payroll deduction plan for the Association. Dues shall be deducted and remitted to the Association pursuant to the following:

- a. The program will be implemented only upon receipt of signed authorization cards by at least sixty percent (60%) of the professional employees of the School District eligible to join the Association.
- b. The enrollment card shall be printed by the Association in a form approved by the School District and may not be cancelled by any enrollee during the school year.
- c. Signed authorization cards must be received by the School District's business office no later than October 1, and deductions shall be made in ten (10) equal amounts from ten (10) pay periods beginning with the pay closest to November 15th.
- d. Twice yearly, on the bill list presented to the Board of the School District in January and April, the amounts deducted to that date for dues shall be listed and authorized for payment to the Treasurer of the Association.

#### **Section 1002. Personnel File**

Teachers shall have the right to review by appointment with the appropriate administrator all contents placed in all their personnel files subsequent to employment. Any employee has the right to submit a written addendum to any materials contained in any of the employer's files.

#### **Section 1003. Teacher Representation**

Whenever any teacher is required to meet with any employer representative concerning a matter which may affect the teacher's evaluation, the teacher may request the presence of an Association representative. If no teacher representative has been requested, the teacher shall have the right to terminate and reschedule the meeting at a mutually convenient time when an Association representative can be present. The Association representative may serve as advisor to the teacher but may not interfere with communication of the supervisory process.

#### **Section 1004. Fair Share**

Employees in the bargaining unit who are not members of the Association on the effective date of this Agreement shall be required to pay to the Association a "Fair Share Fee" for services rendered as the exclusive bargaining agent. For the purposes of this section, "Fair Share Fee" shall mean the regular membership dues required of members of the STEA/PSEA/NEA less the cost for the previous fiscal

year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the employee organization as exclusive representative.

The School District, on or before September 15 of each year, will provide the Association with a list of the names and addresses of all bargaining unit members. The School District will also provide the Association with the name and address of any employee hired after September 15, such notice to be provided within thirty (30) days after the date of hire.

On or before January 31 during each year of this Agreement, the Association shall provide the School District with names of employees who are non-members of the Association, the amount of the "Fair Share Fee", and a payment schedule for the deduction of the fee. For employees hired after January 31 of each year, the Association will provide the School District with the amount of the fee and a payment schedule for deduction of the fee within thirty (30) days after receipt of notice from the School District of such employee's hiring. The School District will deduct such fee from the paychecks of each non-member in accordance with the Schedule provided, and shall promptly transmit the amount deducted to the Association Treasurer.

The Association will indemnify, defend and hold the School District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the School District to comply with the provisions of this section.

## **ARTICLE XI**

### **VACANCIES AND DEGREE CHANGES**

#### **Section 1101. Professional Opportunities**

Whenever possible the Superintendent will announce the existence of vacancies, before they are filled, by means of special notices posted on the bulletin boards of each school in the School District and sent to the President of the Springfield Township Education Association. There are times when prompt action must be taken to fill vacancies. Therefore, those teachers who wish to apply for other assignments within the School District should register and leave on file in writing their job preferences with the Superintendent, or his/her designee, who will maintain a file of requests. Any properly certificated professional staff member may apply for any vacancy in the professional staff.

At the request of the bargaining unit member, he/she shall have the right to an interview for a vacancy he/she is interested in filling. If the bargaining unit member is not selected to fill the position, he/she shall have the right, upon request, to a meeting with the administrator who made the decision to discuss how the individual could improve his/her chances of selection in the future for the same or similar opportunity.

#### **Section 1102. Changes in Degree Status**

**Section 1102.1.** Teachers anticipating eligibility for salary adjustments due to a change in educational degree status must notify the Superintendent of Schools in writing no later than March 1 so that appropriate budget funding can be made. Upon receipt of verification by official transcripts of a

change in degree status achieved prior to September 1, salary adjustments will be made retroactive to the beginning of the work year.

**Section 1102.2.** Teachers who qualify for a change in degree status prior to January 31 will be compensated according to the current salary schedule at the higher degree level for one-half of that work. There shall be submitted to the Superintendent prior to June 1 as proof of eligibility for pay at the higher level official copies of the transcript and/or degree verifying qualification for such change.

**Section 1102.3.** In the event a teacher fails to notify the Superintendent prior to March 1, but nonetheless in the succeeding year qualifies for a change in degree status, such teacher shall be paid as provided under Sections 1102.1 or 1102.2 if the funds budgeted for teachers' salaries in the then current year are sufficient to meet such increased payment. However, if insufficient funds have been budgeted, the salary adjustment will be paid, retroactively, at the beginning of the next fiscal year of the School District.

**Section 1103. Assignment**

Each teacher will receive by the last day of the preceding school year his/her tentative assignment for the subsequent school year, which will include the subject(s) and grade(s) to be taught and anticipated extra-curricular duty assignments. Teachers will be notified when changes in the tentative assignments are made.

**Section 1104. Reduction and Reinstatement**

Teachers who are demoted from full-time to part-time employment shall be reinstated to full-time employment as soon as vacancies occur within the bargaining unit for which they are properly certificated providing that they receive satisfactory ratings during part-time employment. Such vacancies may be either temporary or permanent in nature. When it becomes necessary to reduce a teacher to part-time status, seniority in the School District of Springfield Township shall be the criterion, when teachers' final ratings are equal, for determining which teacher will be reduced. The teacher with the least seniority will be the first teacher reduced. Recall to full-time employment shall be inverse order of reduction within the limitations of certification.

Nothing in this Agreement shall be deemed to preclude the School District from or require the District to engage in checkerboard realignment in the event of any reduction in force. All reduction in force procedures shall be governed by the provisions of Section 1125.1 and other applicable sections of the School Code, which shall not be deemed to be incorporated herein by reference, and such School Code provisions shall not be subject to the grievance procedure or arbitration. However, the School District agrees that it will not arbitrarily or capriciously refuse to realign staff in the event of a reduction in force so as to minimize the number of furloughs where such realignment is not educationally unsound or impractical.

**ARTICLE XII**

**MISCELLANEOUS PROVISIONS**

**Section 1201. Grievance Procedure**

The grievance procedure is attached as APPENDIX C.

**ARTICLE XIII**

**NO STRIKE - NO LOCKOUT PROVISION**

**Section 1301.** Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employe Relations Act (Act 195 of 1970). 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 of 1970) 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.

IN WITNESS WHEREOF, the parties hereto, as authorized by Section 901 Employe Relations Act, have caused this Agreement to be executed authorized officers this day of September, (A.D., 2007).

SCHOOL DISTRICT  
OF SPRINGFIELD TOWNSHIP

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SCHOOL DISTRICT  
EDUCATION ASSOCIATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_