

BETWEEN

THE BOARD OF SCHOOL DIRECTORS
OF SOUTH EASTERN SCHOOL DISTRICT

AND

SOUTH EASTERN EDUCATION ASSOCIATION

July 1, 2012 June 30, 2014

ARTICLE I. RECOGNITION

The South Eastern Education Association, hereinafter called the Association or the bargaining agent, is hereby recognized by the South Eastern School District hereinafter called the School District or the employer, as the bargaining agent for guidance counselors, librarians, nurses, and teachers of the School District, hereinafter called the bargaining unit, and for other employees properly included in the bargaining unit under the conditions of the Public Employee Relations Act, being Act 195 of 1970 as amended by Act 88 of 1992, which provides for collective bargaining for public employees.

ARTICLE II. TERM OF AGREEMENT

The term of this agreement shall begin on July 1, 2012 and shall continue in full force and effect until June 30, 2014, or until such later date as the two parties may hereafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

ARTICLE III. NO STRIKE, NO LOCKOUT

Both parties agree to abide faithfully by the provisions of the Public Employee Relations Act, being Act 195 as amended by Act 88. 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 an illegal strike during the term of this agreement and the employer pledges that it will not conduct, or cause to be conducted, an illegal lockout during the term of this agreement.

ARTICLE IV. GRIEVANCE PROCEDURE

The parties agree that a grievance is an alleged misinterpretation or misapplication of the provisions of this agreement and shall be resolved in accordance with this grievance procedure. The parties to this agreement agree that an orderly and expeditious resolution of a grievance arising out of the interpretation of this agreement shall provide for a four (4) step process which is described in the following paragraphs.

Step I - The Association representative, together with the person or persons initiating the alleged grievance, shall present the grievance, in writing and in quintuplicate on a form provided by the employer, to the building principal or other first level supervisor within fifteen (15) days after its occurrence. The building principal or other first level supervisor shall reply to the grievance within seven (7) days after initial presentation of the grievance.

Step II - If the action in Step I above fails to resolve the grievance, the grievance may be referred to the Superintendent within seven (7) days after receipt of the reply. The Superintendent shall, within seven (7) days after receiving the notice, schedule a meeting

with the grievant and/or the Association representative. Within seven (7) days after this meeting, the Superintendent shall provide a written decision to the grievant and the Association representative. If either seven (7) day limit is not met, the grievance automatically moves to Step III.

Step III - If the action in Step II above fails to resolve the grievance, the Association representative, together with the grievant, may within seven (7) days after receipt of the Superintendent's decision refer the grievance in writing to the Secretary of the Board of School Directors. The Board shall review said grievance within thirty (30) calendar days of submission and respond to it. In addition, the Board may set a hearing date. Said hearing date shall be scheduled within forty-five (45) calendar days of submission. Within seven (7) days after this hearing, the Board shall provide a written decision to the grievant and the Association representative. Failure by the Board to meet the aforementioned time limits moves the grievance to the next step.

Step IV - If the action in Step III above fails to resolve the grievance to the satisfaction of the Association, the grievance may be referred to arbitration by the Association within fourteen (14) calendar days of the written decision of the Board. If the grievance is not referred to arbitration within fourteen (14) calendar days after the Association's receipt of the written decision of the Board, then the Board's decision shall be final and binding upon the grievant, the Association and the employer.

Arbitration - If the grievance is referred to arbitration, the Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. Subject to the limited appeal rights provided under applicable law, the decision of the Arbitrator shall be final and binding upon the grievant, the Association and the employer.

Failure on the part of the grievant or the Association to move the grievance to the next step in accordance with the stated time limits shall determine the grievance to have been settled at that step. The term "days" in the foregoing grievance procedure shall mean, unless otherwise specified, days when the employer's Business Office is open to the public.

ARTICLE V. MEET AND DISCUSS

A. ESTABLISHMENT AND PURPOSE

A committee shall be established to meet and discuss policy matters affecting wages, hours and terms and conditions of employment, as well as the impact thereon, as specified in Section 702 of Act 195 as amended by Act 88.

B. ORGANIZATION

The committee shall be composed of not more than ten (10) nor less than two (2) representatives appointed by the Association and not more than ten (10) nor less than two (2)

members appointed by the Board of School Directors, one of whom will be the Superintendent or his/her designated appointee. Committee members representing the Board will be selected by the Board and Committee members representing the Association will be selected by the Association, and each may change its appointees at its option.

C. PROCEDURAL RULES

The committee shall adopt its own rules and regulations.

D. MEETINGS

Meetings shall be held at least once per semester in October and April.

Each party involved shall notify the other, in writing, of the issues to be discussed; at least five (5) working days prior to the scheduled meeting. Upon mutual consent of both parties, the provision to meet can be waived; or, if needed, additional meetings can be scheduled at other agreed upon times.

ARTICLE VI. WAIVER PROVISION

The parties to this agreement hereby waive the right to further bargain any item contained in this agreement during the term of this agreement. Should the unforeseen arise, the parties may mutually agree to reopen this agreement for purposes of renegotiating the specific item(s) affected.

ARTICLE VII. SEPARABILITY

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

ARTICLE VIII. WORK DAY

A. The work day of professional employees is hereby established at seven and one-half (7½) consecutive hours including thirty (30) minutes of duty-free lunch time, with the following exceptions: In addition to the normal work day, professional employees shall attend faculty meetings, annual back-to-school nights and open house. A half day consists of three and three-quarters (3¾) hours.

B. In the secondary schools, faculty meetings shall be scheduled to commence as promptly as reasonably possible following student dismissals; each faculty meeting at the secondary level shall not exceed one (1) hour and shall not involve an extension of the normal work day for more than forty-five (45) minutes. Faculty meetings may be scheduled not more

frequently than twice per month, unless deemed necessary by the building principal, and approved by the superintendent, due to an emergency situation.

In the elementary schools, the faculty of each elementary building will vote by majority rule each school year to select one of the following options for the scheduling of faculty meetings, unless deemed necessary by the building principal, and approved by the superintendent, due to an emergency situation:

- i. Each faculty meeting will begin twenty (20) minutes prior to the start of the work day; and such morning faculty meetings may be scheduled not more frequently than twice per month; or
- ii. Each faculty meeting shall not exceed forty-five (45) minutes after the end of the work day; and such afternoon faculty meetings may be scheduled no more frequently than once per month.

Professional employees in both the elementary and secondary schools shall be given at least two (2) weeks prior notice of each faculty meeting in their respective buildings, except in the event of an emergency.

C. In the event the day preceding a holiday is a student day, the members of the professional staff shall be permitted to leave their assigned building five (5) minutes after the departure of the buses from the campus provided that the Superintendent or his/her designee has not declared an emergency situation that would necessitate a delay.

D. On any day in which the starting time for school is delayed because of a weather emergency, the teachers' work day will have a corresponding delay. In the event of an early dismissal because of a weather emergency, teachers are permitted to leave five (5) minutes after the departure of the buses from the campus provided that the Superintendent or his/her designee has not declared an emergency situation that would necessitate a delay.

E. The following days shall be a half day for students:

- (i) the last day of school preceding the Thanksgiving vacation;
- (ii) the last day of school preceding the Christmas vacation; and
- (iii) the last student day of the school year.

On such days, teachers may depart as soon as all their professional responsibilities are completed and buses have departed the campus.

F. At the elementary level, teachers shall have forty (40) consecutive minutes during the student day for planning purposes. At the secondary level, teachers shall have six (6) periods per six day cycle during the student day for planning purposes. Such time should not be used for

administrator initiated meetings or other duties. Such time is subject to exception in the case of delayed openings, early dismissals or other reasons which may alter the course of a normal day.

ARTICLE IX. WORK YEAR

The teacher work year shall be 192 days per year for each year of this contact. The days shall be used as follows:

One hundred eighty-two (182) days for pupil instruction

Two (2) days for clerical responsibilities (this time should be utilized for clerical duties, paperwork, class preparation, book inventories, team or grade-level meetings, department meetings, etc.). Mandatory faculty meetings should be limited to sixty (60) minutes.

One (1) day for room preparation. This day shall be used sometime within the three-week period immediately preceding opening student day in minimum of half-day segments each. Certificated staff engaged in school-related activities which are scheduled to begin prior to the first day of the established school year may make arrangements with building principals to complete this requirement during the week preceding the start of said activity.

Five (5) days for district-wide unified staff development.

Two (2) days of parent conferences, one following the first marking period, and one following the second marking period. The schedule for these days will be flexible so that the required time may be served according to the conference schedule established by the building principal. The time requirement (seven (7) hours) for each teacher must be completed within the scheduled conference day and/or the preceding afternoon/evening.

In addition, an early dismissal will be scheduled at the end of the first, second and third marking periods for report card and parent conference preparation and clerical duties.

Up to ten (10) additional days will be paid at the per diem rate for Guidance Counselors, the Social Services Coordinator, and the Special Education Instructional Advisor.

ARTICLE X VACANCIES

All professional and extracurricular positions that are vacant shall be called to the attention of currently employed professional employees by means of posted notification in all school faculty rooms, electronic mail, and/or district website when such vacancies are known. The employer will notify all properly certified professional employees by mail of all vacancies occurring during the summer months. Attempts shall be made to fill all vacancies from within

the School District if qualified personnel exist after seven (7) calendar days have elapsed since notification of such vacancies.

ARTICLE XI. MILEAGE REIMBURSEMENT

All employees who have been authorized to use personal automobiles for instructional purposes or authorized extracurricular activities shall be paid during each fiscal year the IRS business mileage rate in effect as of July 1 of each fiscal year. If a bargaining unit employee in the course of his/her assigned duties is required to travel in excess of one (1) mile between schools for instructional purposes during the school day, mileage reimbursement will be applicable.

ARTICLE XII. TUITION REIMBURSEMENT

The School District will reimburse full-time professional employees for tuition paid by said professional employees for successfully passed credits, subject to the following provisions:

1. Maximum Provisions:
 - a. The maximum tuition reimbursement shall be up to the graduate credit rate established at Millersville University as of September 1 of each year of this agreement for the period September 1 to August 31. The course completion date will determine the year to which a course is credited.
 - b. Up to twenty-four (24) credits over a two year period for each full-time teacher who has not yet obtained a Master's degree. An employee may not exceed 12 credits in any given year..
 - c. Up to eighteen (18) credits over a two year period for each full-time teacher who has Masters or Masters +15 status. An employee may not exceed 12 credits in any given year.
 - d. Up to twelve (12) credits over a two year period for each full-time teacher who has Masters + 30 status or beyond
2. Courses taken must carry full college credit (either graduate or undergraduate) or be approved in-service credit. Credits earned must be applicable to certification, relevant to the employee's current professional duties or as otherwise approved by the Superintendent of Schools.
3. Reimbursement will be for tuition only.

4. Courses must be successfully completed and passed with a minimum grade of "B" (or "pass" for pass/fail courses) and otherwise satisfactorily completed according to the standards of the institution.
5. Courses must have the prior approval of the Superintendent, shall be applicable for certification, current professional responsibilities or as otherwise approved by the Superintendent and shall be in an approved program at a college/university including distance learning. Such courses may include but are not limited to video, correspondence and Internet courses. No course will be approved for reimbursement unless the pre-approval form is submitted to the respective principal prior to the start of the course.
6. Employees are required to teach three (3) full semesters following the completion of courses for which reimbursement has been paid. In the event an employee voluntarily terminates employment before teaching the required three (3) full semesters, the employee shall be required to repay the tuition reimbursement payment made to the employee, subject to a thirty-three percent (33%) reduction of the repayment amount for each full semester taught by the employee following the completion of the course. For courses ending during a semester, no reduction would apply until a subsequent full semester has been taught. Repayment shall be made by withholding the amount owed from an employee's pay and any outstanding balance owed by the employee shall be paid in full within thirty (30) calendar days. If an employee fails to pay such outstanding balance by the deadline, the School District may pursue legal action to recover the outstanding amount owed. Reimbursement shall not be required for courses required by the district.
7. Reimbursement will be made no more than thirty (30) days after presentation to the Business Office of:
 - a. a receipted invoice or cancelled check for the tuition already paid.
 - b. an official transcript or report card showing successful completion of the course or courses and credits earned.
8. The above regulations automatically rule out reimbursement for credits which are "tuition free" because of grants, fellowship, or scholarships received by personnel.

ARTICLE XIII. STUDENT CHAPERONE EXPENSE

The employer will reimburse for the reasonable expenses of any bargaining unit employee who accompanies any student or students to a school-related function or on a field trip

which is required of that employee by the employer, provided that the employee does not have the option of electing not to attend the activity. If the employee is given the opportunity not to attend the activity and elects to do so, the employer will not be responsible for the expenses incurred for housing or foods. Appropriate documentation is required under this provision.

ARTICLE XIV. DUES DEDUCTION

The Board agrees to deduct dues from the salaries of members of the Association, the Pennsylvania State Education Association and the National Education Association as follows:

- a. Deductions shall be made in equal bi-weekly installments per the employee's elected payroll schedule beginning with the first pay in October. (No changes may be made after deductions have been computerized.)
- b. Monies so collected shall be paid to the Association. The School District shall remit all sums collected to the Association only, and shall not be required to make any remittance to any organization with which the Association is affiliated. The School District assumes no liability in connection with such deductions or remittances and the Association shall indemnify and hold harmless the School District against any or all claims, suits or other forms of liability which may arise out of or by reason of the deduction of Association dues. The Association shall provide the Business Manager with a list of those employees who have thereon and by personal signature authorized the Board to deduct dues for the Associations listed above, no later than October 1st of each school year.

ARTICLE XV. SENIORITY

The seniority of bargaining unit employees shall be determined on the basis of continuous service as an employee of the School District. Approved leaves of absence granted by the School District shall not constitute a break in service for purposes of computing seniority. Suspension (furlough) of bargaining unit employees, if necessary, shall be based on that established by Section 1125.1 of the School Code.

ARTICLE XVI. COURTESY CARDS

All professional employees, upon presentation of a current and valid School District photo identification badge, will be allowed to attend school-related events free of charge.

ARTICLE XVII. CREDIT UNION

The employer shall deduct credit union payments from the salaries of those eligible employees who arrange to have such deductions made after written requests are received at the Business Office from the eligible employee. The amounts deducted shall be withheld in equal installments per the employee's elected payroll schedule and these amounts remitted to the

Credit Union Treasurer on a biweekly basis. Credit Union membership and contribution rate changes may be made at any time.

ARTICLE XVIII. I.E.P. PREPARATION

Certificated staff required to prepare Individual Education Programs (IEPs) shall be granted release time not to exceed four (4) days for any certificated staff with fifteen (15) or less roster students and five (5) days for any certificated staff with more than fifteen (15) roster students for the purpose of preparing IEPs. Preparation shall include but is not limited to testing, drafting IEPs, and gathering data.

ARTICLE XIX. PRESENT PERSONNEL POLICY

The parties agree that all items of present personnel policy affecting professional employees previously agreed upon by South Eastern Education Association and South Eastern School District, which would be mandatorily negotiable within the meaning of Act 195 as amended by Act 88, and not specifically contained herein shall be maintained and shall not be changed except by mutual agreement through collective bargaining negotiations between the parties. It is understood and agreed by the parties further that any items which are presently in force and not negotiable within the meaning of Act 195 as amended by Act 88, except those which are purely administrative, will be handled through “meet and discuss” sessions.

ARTICLE XX. DISTRICT/EMPLOYEE RIGHTS

The parties agree that specific sections of the School Code govern job security, job progression, reduction in force, and basic managerial rights. Nothing contained in this agreement shall negate each party's rights under the School Code.

ARTICLE XXI. SAFE SCHOOLS

If a teacher has a concern pertaining to healthful conditions in a school building that directly affects the teacher's health, the teacher will notify the building administrator in writing of his/her concern. Within five (5) school days, the building administrator will schedule a meeting with the teacher(s) and an Association representative to discuss the concern.

If a problem(s) is identified a committee comprised of equal representation from each party will study the problem and may recommend the retention of consultants to aid the committee with its work. The affected teacher(s) may be included in the committee.

If the problem(s) is substantiated, the committee will discuss with the consultant which measures may be implemented to correct the problem(s). The committee's recommendation will be in writing to the Superintendent with a copy forwarded to the building administrator and the affected teacher(s).

The committee process of investigation will be completed prior to filing any complaint with any outside agency.

ARTICLE XXII. SUBSTITUTE STAFF

No provisions of this collective bargaining agreement shall be applicable to substitute teachers except that a "long term substitute teacher (i.e. a teacher employed in a professional position whose employment at the time of hiring is expected to continue for forty-five (45) days or more) shall be employed upon the following terms and conditions:

1. A long term substitute teacher shall be paid a per diem step 1 Bachelor's Degree salary.
2. A long term substitute teacher shall be entitled only to benefits as follows:
 - (a) mileage reimbursement (Article XIII);
 - (b) dues deduction (Article XVI);
 - (c) insurance (Article XXIV); and
 - (d) sick leave days and personal leave days on a prorated basis.
3. A long term substitute teacher shall not be guaranteed permanent employment and may be terminated (or his/her employment not continued) at any time with or without cause.

ARTICLE XXIII. INSURANCE

A. MEDICAL/DENTAL

1. The School District will make available to members of the bargaining unit individual, two party or family coverage in medical and dental programs offering coverage comparable to that which was provided in the 2011-2012 contract year.
2. The School District, in conjunction with its medical plan administrator, may temporarily waive employee co-payments for specific services or prescription medicines covered by the medical plan. Medical plan participants eligible for such temporary co-payment waivers shall be notified through the mail, electronic mail or other reasonable means of communication.
3. The medical coverage plan will be offered as a three-tiered system: single (employee only); two-party (employee and employee's spouse or one eligible dependent); and family (employee and employee's spouse and eligible dependents). The employee shall pay the applicable monthly premium set forth in paragraph 4 for their elected level of coverage.

4. Members of the bargaining unit who desire to take advantage of the above medical and dental insurance coverage will be responsible for payment for the following amounts each month for their elected level of coverage:

Year	Single	Two-Party	Family
2012-2013	\$57.00/mo	\$106.00/mo	\$123.00/mo
2013-2014	\$58.00/mo	\$109.00/mo	\$127.00/mo

Those members who desire to take advantage of only dental insurance coverage will be responsible for half of the monthly payment.

5. Opt-Out Program:

An employee may opt-out of district medical coverage. An employee who is not covered by a district-employed spouse and opts out of district medical coverage for the entire fiscal year will receive a payment of \$1000 on or about June 15 of the year of the opt-out.

Employees who elect to opt-out will not be eligible to re-enroll in the district's medical/dental insurance program until the district open enrollment period unless they can provide proof of a qualifying event per the current South Eastern School District Employee Healthcare Benefit Plan.

6. An employee upon retirement from the School District under the Pennsylvania School Employee's Retirement System may continue under the School District's current plan up to the age when he/she is eligible for Medicare, only as required by Section 513 of the Public School Code and if eligible, and will be responsible for paying the full cost of the coverage.
7. An employee who has served the School District for 34 or more years and retires under the Pennsylvania Public School Employees' Retirement System may elect to continue single coverage under the School District's current plan up to the age he/she is eligible for Medicare. The retiree employee will be required to make a monthly payment towards the single coverage in the amount of the reimbursement he/she receive from PSERS for health insurance, and the full difference (100%) between the School

District's cost to provide single coverage and two-party or family coverage, if such additional coverage is elected.

B. LIFE

The employer shall pay the full premium for group term life insurance coverage in the amount of forty thousand dollars (\$40,000) for each professional employee. If permitted by the insurance carrier and subject to the insurance carrier's procedures and regulations, a teacher may purchase additional life insurance subject to the teacher's paying the full cost of such additional life insurance.

C. ALL PROGRAMS

The settlement or payment of insurance claims with a named carrier other than the School District shall not be subject to the grievance procedure included in this agreement. Any change in carrier will not be effective until a meet/discuss session has been held.

Any changes in employee benefits to which the parties may agree conditioned upon a change in the term of this agreement shall be evidenced by a revision statement which shall be executed by the parties and attached hereto and made part of this agreement. Said benefit revisions shall not become effective until approved by the carrier.

The responsibility for the proper filing of the necessary and required insurance forms rests with the employee and not the employer. When the employer has properly provided said plan, in no case and under no circumstances shall the employer be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits.

ARTICLE XXIV. SICK LEAVE

Each employee is entitled to eleven (11) days sick leave as provided in the School Code. A member of the bargaining unit shall initiate a request for sick leave by notifying the principal (or designee) of the building at which s(he) would have reported on the day of the required absence. To extend sick leave for one additional day the absentee, if possible, is expected to notify, by 3:00 p.m., the principal (or designee) of the building at which s(he) would have ended that school day. Request to initiate and/or extend sick leave for three or more days must be reported to a building level or central office administrator.

School officials reserve the right to request a physician's statement verifying the need for sick leave of three or more consecutive days. Verification of this nature should be requested, if possible, during that conversation in which the employee reports the need for extended sick leave to an administrator. In instances where the Superintendent believes there is an abuse of sick leave or "pattern absences", the Superintendent may notify the employee that a physician's statement may be required in the event of future absences.

Sick days will be prorated for employees working less than a full year.

A maximum of four (4) sick leave days per year will be granted when sickness in the immediate family requires the employee's absence from work. When two (2) persons from the same family are employed by the school district, only one employee may utilize sick leave for family illness on any one day. Immediate family is defined for this article as anyone residing in the same household, husband, wife, child, parent, or parent-in-law of the employee. Extension of family leave may be granted upon written request to the superintendent.

ARTICLE XXV. LEAVE WITHOUT PAY

A Leave of Absence Without Salary may be granted upon written request to the Superintendent and subsequent approval by the Board in advance of taking such leave. Such leave of absence shall be in accordance with current policy as adopted by the Board.

ARTICLE XXVI. PERSONAL LEAVE

Three (3) personal days per year, cumulative to five (5), are provided for all fulltime professional employees in South Eastern School District. Requests for said leave must be made five (5) days in advance to the building principal, except in cases where an emergency makes advance notice impossible. Personal leave days are to be unrestricted and at the discretion of the employee, and shall not be deducted from sick leave. A maximum of ten (10) percent of the total staff in any building will be granted personal leave days on any one date. Such personal days may not be used on professional development days.

Upon completion of ten (10) years in South Eastern School District, each professional employee shall be granted one (1) additional personal day, per year, cumulative to a maximum of eight (8) days. Personal days shall automatically accumulate to the maximum. All days which exceed the maximum will be converted to sick leave.

ARTICLE XXVII. MILITARY LEAVE

If a professional employee is involuntarily called for military duty, the employee shall serve without loss of pay or current benefits (e.g., retirement, medical, personal leave or sick leave). The district shall pay the difference (if such difference exists) between the basic military salary to which the employee is entitled and his/her regular salary. In addition, the professional employee shall receive fifteen (15) days paid leave effective the last day of formal employment.

ARTICLE XXVIII. BEREAVEMENT LEAVE

Employees shall be granted up to five (5) days leave, per occurrence without loss of pay in the event of a death in the "immediate family" of such employees as hereby defined for this article: parent, sibling, child, spouse, parent-in-law, grandparent -son-in-law, daughter-in-law, brother-in-law, sister-in-law, near relative who resides in the same household, or any person with whom the employee has made his/her home. In addition, employees shall be granted one (1) day

per year; without loss of pay to attend the funeral of a near relative or friend. A near relative shall be defined for this article as a first cousin, aunt, uncle, niece, nephew, or grandparent-in-law. Upon written request and at the recommendation of the building administrator, the Superintendent may extend the one day per year limit to attend the funeral of a near relative or friend.

ARTICLE XXIX. CHILD REARING LEAVE

An individual requesting unpaid child rearing leave should do so in writing to the Superintendent with as much advance notice as possible, but no less than forty-five (45) days prior to the start of the leave, except in emergency situations. The request should indicate the period of time desired for such leave, and it should be understood that the physical condition of the individual applying is of the utmost importance.

The child rearing leave of absence shall become effective on the last day of formal employment and may extend for a mutually agreed upon period of time up to one (1) calendar year. Available sick leave may be used prior to the start of the unpaid child rearing leave. All provisions of this article shall apply for adoption purposes as well.

In performing normal duties as a professional employee during pregnancy, the risks taken shall be assumed by the individual. An eligible employee may continue medical coverage under the same terms that would have applied had the employee remained on active duty, provided the employee has not exhausted his or her twelve (12) week entitlement of FMLA leave. After twelve weeks of FMLA leave has been exhausted, an employee may maintain at their own expense the medical coverage provided in the Agreement for the duration of the child rearing leave. If the child rearing leave is less than one-half year, the child rearing leave shall not constitute a break in progression on the salary schedule and the employee will advance to the next salary level. No other benefits (except seniority) shall accrue or be used during the period of such leave.

ARTICLE XXX. ASSOCIATION LEAVE

Association leave shall be granted to members of the Association for participation in Conventions/Workshops; provided, however, that the Association agrees to reimburse the School District an amount equal to the prevailing rate of pay for substitutes for teachers granted such leave under this section. This leave shall be limited to a maximum of seven (7) days per year. Expenses will not be paid for employees attending such meetings. Request for Association leave should be submitted by the Association President to the Superintendent thirty (30) calendar days in advance, if possible. All requests should be submitted, in duplicate, on an approved form.

ARTICLE XXXI. SEVERANCE PAY

Each professional employee shall upon retirement under the Pennsylvania School Employees' Retirement System be granted severance pay based on the employee's choice between the following two (2) options:

- A. Severance pay equal to one hundred twenty-five dollars (\$125.00) times the number of years served in the School District.
- B. Severance pay equal to thirty-five dollars (\$35.00) times the number of sick leave days, with a maximum of one hundred twenty (120) days.

The beneficiaries of any professional employee whose death occurs during School District service shall be entitled to receive severance pay. Beneficiaries shall be determined under the criteria of the Pennsylvania School Employees' Retirement System.

ARTICLE XXXII. POST-BACCALAUREATE CREDITS

Post-baccalaureate credit requirements for advanced salary level placement are as follows:

- A. Bachelor's +24: Issuance of a Permanent/Level II Certificate by the Pennsylvania Department of Education (PDE).
- B. Master's Degree shall mean an earned Master's Degree in a field of study related to education by an accredited institution of higher learning.
- C. Master's Degree + 15, +30, +45, +60 credits shall mean an earned Master's Degree with +15, +30, +45, +60 credits actually taken and earned subsequent to the obtainment of the previous salary column. A maximum of six (6) PDE service credits may be applied to satisfy said requirement.

ARTICLE XXXIII. METHOD OF PAYMENT

Employees covered by this agreement shall be paid their annual salary in equal bi-weekly installments during either a 10-month or 12-month period.

Employees shall comply with the following procedures when submitting their election to be paid over a 10-month or 12-month period:

- A. Each employee must provide a written election to the employer that identifies whether the employee wishes to be paid over a 10-month or 12-month.
- B. The election by the employee must be submitted to the School District's Business Office by June 1st of each year. If an employee is hired after the submission deadline, such election shall be made prior to the first day of work.
- C. The employee's election shall be irrevocable and may not be changed after the school year begins.

D. An employee's election shall remain in place from year-to-year unless the employee elects a change prior to the submission deadline of another school year.

E. If an employee does not submit an election, or misses the deadline for the submission of an election, the employee will be paid on a bi-weekly basis over a 12-month period.

F. Before the end of each school year, the School District agrees to remind employees via e-mail that they must timely submit a new election form if they wish to change their choice regarding the manner of payment. If no new election is made, the prior election shall remain in effect.

ARTICLE XXXIV. EXTENDED CONTRACTS

A. Full-time professional employees with contracts exceeding the contracted school year shall be paid their salary for the approved school year plus 1/192 of their salary during each contract year for each additional day worked.

B. New employees participating in a one-day School District orientation program prior to the start of their employment shall be paid \$100 for the day (7 ½ hours).

C. Professional employees voluntarily participating in staff development offered by the School District outside of the work year shall be paid \$100 for a full day (7 ½ hours), and \$50 for a half day (3 ¾ hours) for participating in such staff development.

D. Professional employees who accept any of the assignments listed below which require work time beyond the contracted school day/year are to be compensated at the following hourly rates: Curriculum Related Activities - \$27.00/hour and Homebound Instruction - \$29.00/hour.

All extended contracts are for one school year and are subject to review and renewal prior to September 1 of each year, or in accordance with current practice.

ARTICLE XXXV. COMPENSATION

Basic compensation will be paid to members of the bargaining unit for the two years of the contract in accordance with the following salary schedules.

2012-2013 SALARY SCHEDULE

LEVEL	BACH	BACH+24	MAST	MAST+15	MAST+30	MAST+45	MAST+60
A	43,723	44,453	45,181	45,546	45,910	46,274	46,638
B	43,906	45,910	46,638	47,222	47,732	48,168	48,898
C	44,088	47,368	48,096	48,898	49,554	50,064	51,157
D	44,453	48,872	49,699	50,722	51,375	51,959	53,415
E	-	49,500	51,011	51,875	53,332	54,790	56,247
F	-	50,856	52,459	53,478	55,737	57,339	59,016
G	-	52,309	53,988	55,081	58,141	59,890	61,785
H	-	53,762	55,529	56,695	60,546	62,263	64,369
I	-	55,155	57,351	58,298	62,950	64,805	67,130
J	-	57,298	60,120	61,505	63,678	65,676	67,857
K	-	58,519	62,718	63,943	66,200	69,087	70,595
L	-	60,501	65,104	66,629	69,028	72,654	73,523
M	-	61,823	67,645	69,314	71,785	76,132	76,349
N	-	63,805	70,184	71,999	74,610	79,028	79,246
O	-	66,449	72,580	75,483	78,179	81,073	83,969

There shall be no step movement for the duration of this contract.

2013-2014 SALARY SCHEDULE

LEVEL	BACH	BACH+24	MAST	MAST+15	MAST+30	MAST+45	MAST+60
A	44,598	45,342	46,085	46,457	46,828	47,200	47,571
B	44,784	46,828	47,571	48,166	48,687	49,132	49,876
C	44,970	48,315	49,058	49,876	50,545	51,065	52,180
D	45,342	49,850	50,693	51,737	52,403	52,998	54,484
E	-	50,327	52,031	52,913	54,399	55,886	57,372
F	-	51,705	53,508	54,548	56,852	58,486	60,196
G	-	53,183	55,068	56,183	59,304	61,088	63,020
H	-	54,660	56,639	57,829	61,756	63,508	65,656
I	-	55,655	58,498	59,464	64,209	66,101	68,472
J	-	57,798	61,124	62,532	64,952	66,721	68,936
K	-	59,019	63,766	65,011	67,206	70,185	71,717
L	-	61,001	66,191	67,742	70,078	73,809	74,692
M	-	62,323	68,774	70,471	72,790	77,190	77,410
N	-	64,305	71,357	73,201	75,654	80,127	80,348
O	-	66,949	73,792	76,744	79,273	82,200	84,968

There shall be no step movement for the duration of this contract.

ARTICLE XXXVI. EXTRACURRICULAR PAY

Section to be revised and ratified no later than June 30, 2011.

ARTICLE XXXVII. HALF TIME PROFESSIONALS

A half time professional employee (i.e. a professional employee who is regularly scheduled to work four (4) or fewer hours per day) shall be entitled to benefits as follows:

- (a) mileage reimbursement (Article XIII);
- (b) dues deduction (Article XVI);
- (c) insurance (Article XXIV) provided that the employee reimburses the District for the cost thereof;
- (d) sick leave and personal leave on a pro rata basis; and
- (e) child rearing leave (except that the teacher shall not be entitled to any benefits during the period of the leave).

ARTICLE XXXVIII. PRINTING/DISTRIBUTION OF AGREEMENT

Copies of this signed agreement shall be printed with the expense shared by the Board and the bargaining agent within forty-five (45) days following ratification of the extracurricular section. It is the responsibility of the Association to distribute copies to its membership.

ARTICLE XXXIX. EFFECTIVE DATE/SIGNATURES

This agreement is made and entered into this 23rd day of November, 2011, by and between the South Eastern School District and the South Eastern Education Association.

ATTEST:

South Eastern School District

President

South Eastern Education Association

President