

Proposed Tentative Agreement June 21, 2012

**Agreement Between**

**Council Rock School District**

and

**Council Rock Education Association**

**September 1, 2012 to June 30, 2015**

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

For information regarding civil rights (Title IX and Section 504) or grievance procedures, contact the Director of Human Resources at the Council Rock Administrative Office, 30 N. Chancellor Street, Newtown, PA 18940. For information regarding services, activities and facilities that are accessible to and useable by disabled persons, contact the Director of Special Services.

12/11/06

# TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - RECOGNITION .....	1
ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT .....	1
ARTICLE III - RIGHTS OF EMPLOYEE REPRESENTATIVE.....	1
ARTICLE IV - RIGHTS OF EMPLOYEES.....	3
ARTICLE V - CONDITIONS OF EMPLOYMENT.....	4
ARTICLE VI - PAID LEAVES OF ABSENCE.....	9
ARTICLE VII - INSURANCE.....	10
ARTICLE VIII - PROFESSIONAL COMPENSATION .....	12
ARTICLE IX - OTHER PROFESSIONAL COMPENSATION.....	13
ARTICLE X - INDUCTION PLAN .....	13
ARTICLE XI - INSURANCE COVERAGE FOR RETIREES.....	14
ARTICLE XII - SICK LEAVE BANK.....	14
ARTICLE XIII - PEER ASSISTANCE/EVALUATION .....	14
ARTICLE XIV - LETTERS OF INTENT .....	14

ARTICLE XV - GRIEVANCE PROCEDURE ..... 15

ARTICLE XVI - DURATION AND TERMINATION OF AGREEMENT..... 17

APPENDIX “A” - SALARY SCHEDULES.....A-1

APPENDIX “B” - LETTERS OF INTENT .....B-1

ARTICLE I

RECOGNITION

The Council Rock School District (“District”) recognizes the Council Rock Education Association (“Association”) as the exclusive representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board.

It is mutually agreed that this bargaining unit shall include full-time substitutes as defined in a memorandum of intent.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT AND LIMITATIONS  
ON FURTHER NEGOTIATIONS DURING THE TERM OF THIS AGREEMENT

A. The parties agree to enter into collective bargaining for the purpose of adopting a successor agreement no later than the dates established by the Public Employee Relations Act, and all such negotiations will be in accordance with that Act.

B. If any 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 provisions or applications shall be proper subjects for immediate negotiations or rewording until a comparable settlement is reached. All other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE III

RIGHTS OF EMPLOYEE REPRESENTATIVE

A. The District agrees to furnish to the Association in response to reasonable written requests, all information by law available to the public concerning the financial resources of the District.

B. Whenever any representative of the Association or any professional employee is mutually scheduled by the parties, i.e., the Association and the Board of School Directors, to participate, during working hours, in negotiations, grievance procedures, conferences, or meetings, he shall suffer no loss in pay or reduction of accumulated sick leave.

C. The Association and its representatives shall have the right to use school buildings for meetings in accordance with standard Board Policies in effect for the temporary use of school facilities.

D. The Association shall have the privilege of using school office equipment at times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.

E. The Association shall have, in each school building, the use of bulletin board space in each faculty lounge or teacher’s room. The Association shall also be allotted adequate space on the bulletin board in the central

office for Association notes. The location of the above-specified bulletin boards shall be designated by the Association with the approval of building administrators.

F. The Association shall have the right to use the inter-school mail facilities and school mailboxes.

G. After the District has established the school calendar for the forthcoming year, the Association shall have the right to designate a time once a month for an after school meeting to consider Association business. The CREA meeting dates shall be as follows:

1. CREA Representative Council meetings shall be scheduled for the first Thursday after the regularly scheduled School Board meeting each month. These meetings will be scheduled after the regular workday for teachers has ended.
2. CREA Building meetings will be scheduled on the Monday following the CREA Representative Council meeting. In the event that the Monday following the CREA Representative Council meeting falls on a holiday, the CREA shall review with the Superintendent a rescheduled meeting request and the parties shall mutually agree to the date of the rescheduled meeting. The District agrees not to schedule meetings on that date, which require attendance by CREA members, unless there is an emergency. Voluntary in-service programs will not qualify as a meeting under this subparagraph.

H. The Association shall have the right to be represented by one of its members on any district-wide committee or council.

I. The number of days which bargaining unit members may be absent due to attendance or participation at CREA, PSEA and NEA - plus their affiliates - conferences or conventions shall be limited.

The Council Rock Education Association shall be limited in any one school year to a total of 25 days absence for Association business, or one day for each ten members of the Association, based on the verified membership of the year previous to the one covered by the Agreement, whichever is greater. Any State or National officeholder in the PSEA or NEA, whose office does not require full-time responsibility, shall be granted 30 days released time. These days shall be in the form of paid leave, but the Council Rock Education Association shall be responsible for reimbursing the Council Rock School District on the basis of the daily substitute rate for each day of such Association business or release time set forth in this paragraph, should the District expend any dollars for the cost of a substitute.

An unpaid leave of absence, not to exceed the term of office, shall be granted to any member of the bargaining unit for the purpose of serving as a full-time elected official, on a state or national level, of the organization representing the bargaining unit. These days shall be taken at a loss of pay.

J. The President of the Association shall teach no more than a half schedule if an elementary teacher. If the President is a secondary teacher, he/she shall be granted two periods per day of released time in addition to preparation time. If the President is not a classroom teacher, then he/she shall be released half-time.

K. The District agrees to deduct dues for the CREA, the PSEA and the NEA and other Association fees. Such deductions shall be made over the course of twenty pays. All dues so deducted shall be paid to the treasurer or the representative of the bargaining unit no later than five (5) working days after the date on which the dues are withheld. It will be the responsibility of the Association to contact the Business Office two weeks prior to the sixth pay date of the school year with the names of people who agree to be involved in this program. The

District further agrees to deduct, from the salaries of members of the bargaining unit, the cost of negotiated fringe benefits which are to be paid for by the employees and which are selected by each employee.

L. Each employee in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided in Act 84 of 1988. The District will deduct such fee from the paychecks of each non-member according to a schedule provided by the Association. The District and the Association agree to comply with all provisions of the Act 84. The Association agrees to indemnify, defend, and otherwise hold the District harmless for all judgments, in connection with any claims, demands, or suits filed or alleged against the District in connection with its compliance with Act 84.

#### ARTICLE IV

##### RIGHTS OF EMPLOYEES

A. Rating-Evaluation: Ratings of members of the bargaining unit shall be based on personal evaluations of teaching, nursing, counseling performances. All ratings or evaluations shall be performed by persons properly certified by the Pennsylvania Department of Education to rate and/or evaluate personnel in the bargaining unit, except as agreed under Article XIV of this Agreement.

All members of the bargaining unit shall be given a copy of any class visit or evaluation report prepared by the evaluator. This report will be provided not later than ten days after such observation if it is satisfactory and not later than five days after such observation if it is unsatisfactory. A mutually agreeable conference date and time to discuss the report will be scheduled as soon as possible. It is understood that both parties will attempt to expedite this process as much as possible.

Any evaluation which is less than satisfactory must be accompanied by written suggestions for improvement. Any employee shall have the right to respond to any evaluation in writing and said response shall be attached to the evaluation.

B. Seniority: Seniority for employees covered by this Agreement shall be determined on the basis of the number of continuous school years of service within the District. Seniority shall accrue to an employee according to years of service in any and all areas of his/her certification.

Professional employees shall retain seniority rights accrued at the time of the Council Rock merger or jointure.

Whenever seniority is a consideration for making a determination within this Agreement and two or more employees have the same amount of seniority, the determination of which employee has the greater seniority shall be determined in the following order:

1. First date person began service in the District as a professional or temporary professional employee.
2. Previous long-term substitute service within the District.
3. Date of School Board meeting in which person was appointed as a professional or temporary professional employee.

4. Date on which employee signed his/her contract as a professional/ temporary professional employee.
5. If needed, by lottery with the procedure to be determined by the Association and the District.

An employee who works more than a normal school year shall not be considered to have accumulated more seniority than an employee who works the normal school year.

Seniority will continue to accrue during all approved leaves of absence and periods of layoff.

- C. Layoff-Recall: Layoffs, suspensions, furloughs and recall shall be in accordance with the law.

During the term of this Agreement, layoffs shall not exceed declining enrollment. The base year for applying this clause shall be 1986-1987.

- D. No professional employee shall be disciplined reprimanded or discharged without valid reasons.

## ARTICLE V

### CONDITIONS OF EMPLOYMENT

#### Contract Year and Day

A. During the term of this agreement, the work year for members of the bargaining unit shall not exceed 189 seven-hour work days, not including lunch, comprising 180 days when students are in attendance and nine in-service work days.

1. Two of the nine in-service days, excluding opening and closing days, shall be available for all members of the bargaining unit for Professional Exchange Days. Employee proposals for these days shall be submitted to the building principal for approval prior to the Professional Exchange Day according to guidelines to be established by a committee of District and Employee representatives. Five of the nine in-service days, excluding opening and closing days, shall be used for Act 48 qualifying reasons, provided such reasons are approved by the District's Act 48 Committee and the Pennsylvania Department of Education. Principals shall have the right to assign one of the nine in-service days as time for evening conferences with parents. This evening conference day shall consist of 7 ½ continuous hours, including one hour for dinner, unless some other time arrangement is agreed to by the employee and principal.
2. On Fridays and the school day immediately prior to a holiday recess, the members of the bargaining unit may leave school immediately after student dismissal, providing all professional obligations have been fulfilled. There will be no early dismissal for members of the bargaining unit on Fridays or the day before a holiday when those days are scheduled as in-service days.



3. No horizontal salary credit shall be given for any of the Act 48 in-service credits.
4. The District Administration reserves the right to designate any of the days in the contract work year as Act 48 days consistent with the terms and provisions of this Article.

B. The basic responsibility of each bargaining unit member is the formal instruction of the class or classes assigned during that time period generally known as the "school day".

The following statements will clarify but not limit the types of responsibilities which bargaining unit members will assume.

1. The principal and the staff shall meet and agree on the time required for each employee to arrive at school and leave school. Said agreement shall be considered part of the seven (7) continuous hour work day.
2. Attend regularly scheduled faculty and grade level meetings and serve on curriculum committees and other special committees or in activities for the welfare of the school and professional organization.
3. Assume responsibility for study hall supervision, homeroom or perform equivalent services within the school day which shall be assigned by the principal.
4. The Association would expect bargaining unit members to assume reasonable responsibilities during non-school hours in the afternoon and evening. These responsibilities shall be on a voluntary basis. In those cases, where activities need professional supervision and no one volunteers, the principal may assign duties to those bargaining unit members who have not previously volunteered. No bargaining unit member shall be assigned more than one night per school year for said duties nor will they be assigned to those activities which are primarily fund raising.
5. In the secondary schools, each bargaining unit member will teach five classes per day. Bargaining unit members in positions of department or district responsibilities or those having special assignments may be assigned a lighter teaching load at the discretion of the principal.
6. No bargaining unit member will be required to perform a professional job for which he/she is not certified.
7. One school period, for each seven hours worked, shall be provided as preparation time for members employed in grades 7 through 12.
8. Preparation time for bargaining unit members K to 6 shall be at least equivalent to the preparation time provided in 1986-1987. This shall include at least eight (8) thirty-minute blocks of time with no less than one such block each day. No time interval of less than thirty minutes shall be considered preparation time. Any time during which the employee assumes responsibility for supervision or instruction of students shall not be considered as preparation time.

9. Every effort will be made to provide equitable workloads within the grade level, subject area and/or building to which the professional employee is assigned.
10. No member of the bargaining unit shall be assigned bus, cafeteria, recess, or playground duty.
11. Five days each year students in grades K-6 shall be dismissed at 1:00 p.m. The remainder of the workday shall be used for parent conferences or other purposes deemed necessary by the administration. In addition to the entire November in-service day, no less than two of these days shall be used solely for parent conferences. On any of the three remaining days, in an emergency and with approval of the building principal, parent conferences may be scheduled.
12. The numbers and needs for department coordinators, grade level chairpersons, coordinating teachers and curriculum associates shall be determined yearly by the President and the Superintendent.

Middle School Department Coordinators will not have release time from instructional duties, and each Middle School Department Coordinator will not be assigned to homeroom and activity period. In a 6-day schedule, a Middle School Department Coordinator will have 6 planning/preparation periods and 4 team planning/preparation periods in the 6-day work cycle.

Salaries for these positions shall be determined, by indexing them to the maximum step, B+60 of the current 2012-13 salary schedule in effect as follows:

4.1%	Level 1 Department Coordinator, District Coordinator.
2.05%	Level 2 Department Coordinator, Team Leader
1.23 %	Grade Level Coordinator
1.025%	Level 3 Department Coordinator

13. Elementary School Lead Teacher

The District shall create a Lead Teacher position in each elementary school. The Lead Teacher, who is designated by the building principal, shall be paid at a daily rate equivalent to 2.05% of the maximum step of the M+30 for days when the principal is absent from the building for two or more hours and has requested Lead Teacher coverage. Payment will be made by submitting a time sheet indicating the authorized coverage days. This responsibility may be shared by more than one staff member. No instructional release time will be provided for this position.

14. Cyber Courses

Teachers may be provided release time for cyber course development. Where release time is not provided, teachers will be paid for cyber course development at a consistent rate depending on the nature of the course development. The District will prepare

schedule for payment amounts corresponding to the various types of course development and will pay teachers doing similar course development work the same amount. All course development must be submitted through proper procedures for approval prior to any expense being incurred. To be eligible for payment, the developed course must meet the quality standards of the District.

Adjustments, enhancements, differentiation, and similar changes to cyber courses that are comparable to lesson planning and preparation are part of the teachers' professional responsibilities and will not be compensated as course development.

Teaching/monitoring a cyber-class is one type of teaching assignment. Staffing and assignment practices for cyber classes will be comparable to staffing and assignment practices for all other teaching assignments. Factors considered in making cyber class assignments will include the number of students, number of subjects/preparations, type of platform, and extent of direct teacher responsibility.

Any teacher teaching/monitoring cyber classes will receive time in his or her schedule to do so. The District does not anticipate that any teachers will be asked to teach/monitor cyber students in addition to full face to face course load. In the event that the District does need to ask a teacher to do so, the District and the Association will meet to discuss the situation and potential solutions, including appropriate compensation. The District will first offer such work to CRSD teachers provided that we have the capacity, including that teachers have appropriate certification and the ability to effectively teach the course in a cost-effective manner and can meet the needs of the affected students.

The District maintains its managerial rights to assign teachers to teaching assignments within their area(s) of certification including the assignment of cyber classes.

C. Clerical aides will be employed for the exclusive use of teachers at a ratio of one aide per 400 students or major portion thereof. Schools which have enrollments of less than 200 students may be assigned an aide on a fractional basis. Paraprofessionals shall not be considered clerical aides.

D. Personnel Files

1. A professional employee shall receive a copy of any professional evaluation before it is placed in his/her file in the District Administration Office. After giving 24 hours' notice to the Superintendent, professional employees shall have the right to examine all items that relate to the performance of their professional duties.
2. The professional employee shall be permitted to attach an explanation or statement or clarification expressing his/her viewpoint to any item to be placed in his/her file in the District Administration Office.
3. A professional employee may request a conference with the appropriate administrator in order to discuss any information in the file at the District Administration Office. Said conference will be scheduled as promptly as mutually convenient to all parties.

4. In the event that a building administrator keeps a separate file other than the one kept at the District Administration Office, then said files shall be subject to the conditions outlined in 1. 2., and 3. above.

E. Academic Freedom

Academic freedom shall be in accordance with the rights as guaranteed and inherent under the Constitution of the United States of America and the Commonwealth of Pennsylvania.

F. Vacancies, Promotions and Transfers

1. Definitions.

- a. Vacancy - Any professional or temporary professional employee position which is newly created (funded) or which is open due to resignation, retirement or death.
- b. Building - Any unit used to house students that have been approved by the Board.

2. Each professional employee shall be given written notice of next year's assignment prior to the last day of the school term.

3. When it is necessary to involuntarily transfer a professional employee from one building to another, the professional employee having the least district seniority shall be transferred from the overstaffed building to the understaffed building.

This provision shall not apply in the event of the construction of a new school building or a substantial addition to a school facility consistent with PA. STAT. ANN. tit. 24 § 7-701.1 *et seq.* In such cases, the District Administration will solicit voluntary transferees to the new or renovated facility prior to exercising the District Administration's right to involuntary transfer properly certificated employees. In the event that there is an involuntary transfer pursuant to this Section, the Superintendent or Superintendent's designee shall meet with the impacted employee(s) and explain the reason(s) for the involuntary transfer determination. The decision of the Superintendent regarding transfers to a new or renovated facility shall be final and unappealable, provided it is not arbitrary or capricious.

4. All vacancies when known or anticipated shall be posted on the CRSD website.
5. The filling of vacancies which occur during the school year shall be the right of administration.
6. Assignments/reassignments within the building shall be the right of the building administrator.
7. Notification of administrative, supervisory and EDRPP vacancies shall be posted on the CRSD website. No vacancy shall be filled, except in cases of emergency, until such

vacancy has been posted for fifteen days. All applicants shall be notified as to the action taken.

8. A copy of all notifications posted shall be sent to the President of the Association.
9. Vacancies which become known during the summer school closing shall also be posted on the CRSD website.
10. It is mutually agreed that this Article shall be superseded by any applicable laws or governmental regulations.

## ARTICLE VI

### PAID LEAVES OF ABSENCE

#### A. Illness in Immediate Family, Death in Immediate Family, Death of Near Relative.

##### 1. Definitions

- a. Immediate family shall be defined as: mother, father, brother, sister, son, daughter, wife, husband, parent-in-law, grandmother, grandfather, anyone residing in the same household.
- b. Near relative shall be defined as: first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law.

##### 2. Policies

###### a. Death in the Immediate Family

When a death occurs in a professional employee's immediate family, the professional employee may be absent three days without loss of pay. Any further approved absence beyond the three days because of death in the family will be without loss of pay and at the discretion of the Superintendent.

###### b. Death of a Near Relative

When the death of a near relative occurs, a member of the bargaining unit may be absent, without loss of pay for a period of one (1) day, except when the distance to be traveled exceeds 275 miles one way, at which time the member of the bargaining unit may be absent, without loss of pay, for a period of two (2)

days. Any further approved absence will be without loss of pay and at the discretion of the Superintendent.

c. Illness in the Immediate Family

When it becomes necessary for a professional employee to attend to a member of the immediate family who is ill, such a professional employee shall be allowed two days absence without deduction of pay. Additional time may be granted at the discretion of the Superintendent. This additional time will be taken from the professional employee's accumulated sick leave.

B. Personal Leave

Each professional employee shall be granted two days per year of leave with pay to tend to personal business that could not be conveniently scheduled outside of the school day. The employee need give no reason for that leave. Except in emergencies, requests for such leave shall be made at least five days in advance using forms supplied by the District. On the day before or after any holiday period personal leave may be used only when sufficient reasons are stated to gain the approval of the Superintendent. It is mutually agreed that, in this case, the Superintendent's decision shall be final.

Unused personal days shall be accumulated as emergency sick leave days to be used only when normal sick leave days are exhausted.

C. Unpaid Leaves

Unpaid leaves granted in accordance with Policy 439 shall be limited to a two-year period. It shall be the member's responsibility to notify the District 90 days before returning of their intent to return. If written intention is not received within the above time frame, then the position shall be declared vacant. Where possible, such unpaid leaves shall be planned to start at the beginning of a school year or at the beginning of the 2nd semester in order to keep classroom disruptions to a minimum. This Article does not apply to leaves granted under Article III, Section I of this Agreement.

D. Jury Duty

If a member of the bargaining unit is selected for jury duty, the Superintendent shall be notified immediately. Employees shall be paid by the employer, the difference between the base per diem rate and the jury duty pay. When an employee receives an official subpoena or is a witness in a school-related hearing, there will be no loss in pay nor deduction in leave time.

ARTICLE VII

INSURANCE

A. Effective for the September 1, 2012, the District will offer the following health plans: Personal Choice 10/20/70 will be the core health plan, Personal Choice 5 will be available as a buy-up, higher cost health plan option. . Should an eligible employee elect to continue to participate in the Personal Choice 5, the employee will have to pay 100% of the employer cost difference between Personal Choice 10/20/70 Plan and the Personal Choice 5 as well as the agreed to employee premium share amount throughout the term of this agreement.

B. Bargaining unit members will be required to make the following premium contributions through mandatory payroll deduction from September 1, 2012 through June 30, 2015, and thereafter.

<b>Effective Date</b>	<b>Personal Choice 10/20/70</b>	<b>Personal Choice 5</b>
September 1, 2012	11% of premium	11% of premium + premium difference
July 1, 2013	14% of premium	14% of premium + premium difference
July 1, 2014	16% of premium	16% of premium + premium difference

C. The prescription program for the Personal Choice 5 Plan or Personal Choice 10/20/70 Plan shall contain a \$10 generic and \$20 brand name deductible. The program will include the Network+ plus and Call for Generics programs. Effective July 1, 2013, all members will participate in the mandatory mail order program for certain maintenance prescription drugs.

D. If an employee dies, medical coverage for the spouse and family shall continue for 90 days with the District and the Association sharing equal cost payments.

E. It is recognized by the Association and the District that health care costs have risen at a rate which creates a significant impact on our school community. The pursuit of cost saving measures is a key component in the ability of the district to offer quality health care plan alternatives. Both parties recognize that the Association's agreement to participate in premium cost sharing with the District makes the Association a partner in holding down plan coverage premiums; therefore, the District and the Association agree to continue to cooperate in the analysis of the current plan. Both parties acknowledge that any replacement plan must be investigated thoroughly and expediently. Both parties agree that decisions made with regard to a replacement plan will remain confidential during the course of these deliberations. With the understanding that time is a critical component, should a decision to change health care plans be recommended by the Executive Board of CREA and the District, no change shall occur until a complete explanation of the recommended plan is given to the membership and the Board.

F. An income protection plan shall be provided for each employee covering a portion of the employee's total salary. The District's contribution per employee selecting coverage shall be \$6.00 per month for the duration of the contract.

G. The dental plan through MetLife shall be continued at District expense.

H. The District shall provide a life insurance policy for each member of the bargaining unit in the amount of \$35,000 for the duration of the contract.

I. For each employee, the District shall offer health plans that cover the expense of an annual routine physical examination within the limits of the chosen health plan provider co-pays. For women (employees or dependents) over the age of forty, the health plans provided will also cover the expense of an annual routine mammogram within the limits of the chosen health plan provider co-pays.

J. The District shall sponsor an IRS Section 125 Plan that will permit employees to tax shelter contributions to medical benefits. The Section 125 Plan is subject to applicable IRS Regulations. The District will also provide a PSEA sponsored no administrative cost Flexible Spending Plan option for all CREA employees, in which all contributions are employee elected and deducted through pre-tax payroll contributions to the plan at no additional expense to the District. The Section 125 Plan description may be changed by the District, with reasonable notice on an annual basis following open enrollment, in order to reflect the elimination of flexible spending

accounts, in the event that Kades-Margolis (or any other PSEA endorsed vendor) discontinues providing flexible spending account administration at no cost to the District.

K. In the event the Pennsylvania legislature enacts law providing for a statewide health plan for public education, such plan shall be considered for implementation by CREA and the District within the flexibilities provided by the language of the law.

L. Absence Due to Work Injury –

Absence Due to Injury on the Job – During the first 14 calendar days when an employee has been absent due to an occupational injury or disease sustained in the performance of his or her duties resulting in an approved workers' compensation claim, the District will continue to pay full wages. Any workers compensation benefit payments received by the employee during this initial 14 day period will be submitted to the District.

When the employee is absent beyond a 14 calendar day period as a result of the occupational injury or disease sustained in the performance of his or her duties, the employee will continue to receive full compensation during the absence within the limits of the individual's remaining accrued sick leave, with a deduction of 1/3 sick leave for each day on workers' compensation. Upon expiration of sick leave, the employee shall receive workers' compensation payments only in accordance with Pennsylvania State law.

## ARTICLE VIII

### PROFESSIONAL COMPENSATION

A. Salary schedules for the term of this Contract shall be as set forth in Appendix "A". Employees subject to this Agreement will move up one vertical step at the 13<sup>th</sup> pay in the 2013-14 school year. No other vertical step will be awarded during the term of this Agreement.

B. Members of the bargaining unit receiving graduate credits that would allow horizontal advancement on the salary schedule shall receive such advancement effective at the 13<sup>th</sup> pay of each school year effective with the 2012-13 school year.

C. Additional compensation for an earned doctorate which is recognized by the Bureau of Teacher Education and Certification of Pennsylvania Department of Education shall be 3% of regular scheduled salary.

D. Paycheck Distribution- During each year of this Agreement, salaries of members of the bargaining unit shall be spread evenly over twenty-six (26) two-week pay periods, with each employee receiving any summer paychecks as a lump sum at the end of the school year. When a regularly scheduled pay falls during a vacation period, the paychecks will be distributed on the last school day before vacation. For the duration of this Agreement, the first pay date shall be the first Friday payday scheduled after the teacher work year begins.

E. There shall be no horizontal salary schedule eligibility or horizontal movement on the salary schedule in the event a bargaining unit employee receives an overall unsatisfactory rating on the approved evaluation form in the immediately preceding school year. The impacted employee who received the unsatisfactory rating cannot receive horizontal movement for the entire school year immediately after the school year that the unsatisfactory rating is issued. The employee will receive horizontal movement in the school year following receipt



of an overall satisfactory rating, but will not be able to recoup any lost compensation as the result of the lack of entitlement for salary schedule eligibility or horizontal movement on the salary schedule.

F. Bargaining unit employees who have earned less than eighteen (18) credits beyond the Bachelor's Degree by September 1, 2001 will not be permitted horizontal salary advancement beyond the Master's/B+30 column on the salary schedules, unless they have an earned Master's Degree. There will be no Bachelor's track beyond the Master's/B+30 column for such employees. Bargaining unit employees who have earned at least eighteen (18) credits beyond the Bachelor's Degree prior to September 1, 2001 will continue to be eligible for horizontal salary advancement based on the Bachelor's tracks in existence as of the date of entry into this Agreement.

## ARTICLE IX

### OTHER PROFESSIONAL COMPENSATION

#### A. Severance Pay

1. Any member of the bargaining unit employed in the Council Rock School District for six (6) or more years, immediately prior to retiring, will be paid at seventy-five percent (75%) of the per diem rate paid a substitute for unused sick days. The maximum cash payment shall be \$5,000 with any remaining balance being credited toward the retiree's medical premiums. Retirement shall be defined as being eligible to receive an annuity income from the P.S.E.R.S. Fund.
2. In the event of death of a member of the bargaining unit who would have been eligible under "1." above at the end of the teaching year in which his/her death occurred, his beneficiaries will be paid as in "1." above.

#### B. Extra Duty Pay Programs

Those persons participating in the Extra Duty-Responsibility Pay Program, Workshop Compensation for Teachers and Homebound Instruction shall be compensated as follows. Previous paycheck distribution practices shall be continued.

#### Extra Duty Pay Rates

##### EDRPP

2012-2015      \$407.91

##### Workshop Compensation

2012-2015      \$31.35 per hour

##### Homebound Instruction

2012-2015      \$41.75 per hour

C. Mileage Reimbursement – The District, consistent with current practices, shall reimburse employees the mileage rate determined allowable by the IRS, effective January 1 of the preceding fiscal year, for the use of personal vehicles in the performance of work assignments or other employer business, subject to reporting and verification requirements of the Business Office.

## ARTICLE X

### INDUCTION PLAN

Any employee participating in the Induction Program as a mentor teacher shall be compensated at his/her regular hourly rate for all work related to the program which takes place during preparation time or which takes place outside of the contractual day or year. Inductees shall be compensated at their regular hourly rates for all work outside the contract day and year. Any employee participating in the Induction Plan shall receive prior approval of the principal before such participation.

## ARTICLE XI

### INSURANCE COVERAGE FOR RETIREES

Retirees may continue in the medical/dental group at a paid rate of up to 102% of the premium until they reach Medicare age.

## ARTICLE XII

### SICK LEAVE BANK

The District and the Association agree to continue the existing Sick Leave Bank for the duration of this Agreement.

## ARTICLE XIII

### PEER ASSISTANCE/EVALUATION

The District and the Association agree to jointly develop a Peer Assistance/Evaluation Program. Either party, at any time, may withdraw from this project.

## ARTICLE XIV

### LETTERS OF INTENT

The parties agree to continue all Letters of Intent and to examine and evaluate those in an effort to incorporate them into the body of the agreement and effect that have been attached as Appendix "C" hereto, for the duration of this Contract.

## ARTICLE XV

### GRIEVANCE PROCEDURE

The grievance procedure as attached hereto and made a part hereof, shall remain in effect during the term of this Agreement.

#### A. Definitions

1. Grievance - A dispute or complaint arising from the interpretation or application of this Contract. Inception of a grievance shall be considered that time when the grievant becomes aware that a grievance existed but must be within the limits of the law.
2. Grievant - A grievant is the person, persons, and/or Association making the claim or the grievance.

#### B. Purposes

The purpose of this procedure is to assure the prompt resolution of grievances at the lowest possible administration level.

#### C. Interpretation

1. All time limits for the hearing of grievances and rendering of administrative or Board decisions on grievances or appeals shall be considered mandatory. Any time limit provided herein may be extended by mutual consent and confirmed in writing.
2. Nothing in this Agreement shall be construed to prevent or discourage the informal discussion of employee problems with the appropriate members of the Administration, but no such discussion shall be considered a grievance, or the commencement of a formal grievance, or be construed to be a waiver of any right to proceed under the grievance procedure.
3. Any individual employee or group of employees shall have the right at any time to present grievances to the Administration and to have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of the Contract. The Association shall have the right, however, to be present at all hearings, meetings, or adjudications which may be required, and at the option of the grievant to represent him or her.

4. Nothing herein shall be construed to affect or regulate the Association's and/or the District's right to establish such internal procedures or regulations as it deems proper for the control or screening of grievances, but such procedures or regulations shall not control, modify or affect the provisions of this grievance procedure.
5. Any grievances involving personnel, actions, circumstances or situations not subject to the supervision of a building principal or subject to the supervision of more than one building principal shall be commenced at Step Two, within the time limit for presentation of any grievance as hereinafter set forth.
6. Any grievance not resolved during the school year may, at the discretion of the grievant, and after notice in writing filed with the Superintendent, be processed through the summer months in accordance with the procedures herein established or continued until the commencement of the following school year.
7. Each grievance shall state specifically and in detail the complaints or item for interpretation constituting the grievance, and no other complaints or items for interpretation will be considered during the processing of the grievance except as hereinafter set forth. The grievance shall also specify the relief requested.
8. If a mutually agreeable time for the meeting of both parties with the Superintendent or the hearing before the Board cannot be scheduled other than during school hours, the grievant and those who represent him shall be relieved of their professional responsibilities, without the loss of salary, to enable them to attend.
9. At any meeting or hearing, either party may call such witnesses as desired to present any evidence which is material and relevant.
10. A stenographer, selected with the approval of both parties, shall be present at any hearing before the Board. The costs of this service shall be shared equally by both parties.
11. Failure to process a contractual violation by any member or members of the bargaining unit or the Association shall not constitute an acceptance of any conditions or practices under this Agreement, or be considered in any way to be a waiver of same or any rights thereunder.

D. Procedures

Step One

A grievant shall present his grievance in writing on the form provided, to his building principal within ten school days of the time of its inception or within the time limitations set forth by law and the conditions outlined previously.

The building principal shall meet with the grievant within five school days after receipt of the grievance form and shall reply to the grievance in writing within five calendar days of such meeting.

### Step Two

Within five school days of the receipt of such reply a grievant may appeal the decision of the principal to the Superintendent. Such appeal shall be in writing on the form provided. A copy of the appeal shall be given to the principal. A copy of the original grievance and reply shall be attached to the appeal.

The Superintendent shall meet with the grievant at a mutually agreeable time within five school days of the receipt of the appeal and shall reply thereto in writing within ten school days of such meeting. The grievant shall be given a written confirmation of the meeting date, time and place at least three school days in advance.

### Step Three

Within ten school days of the receipt of the Superintendent's reply, the grievant may appeal his decision to the Board of Education. The Board shall set a date, time and place for a hearing of such appeal, which hearing shall be held within thirty calendar days of the receipt of the appeal, and after ten calendar days' written notice to the grievant. All hearings shall be concluded within a period of forty-five days from the date of appeal to the Board of Education.

At the discretion of the Board, the hearing shall be heard before the Board as a whole, or before a committee or representative of the Board.

The Board (as distinguished from a committee of the Board or its representative) shall render a written decision within thirty calendar days of such final hearing. The Board may designate a committee or representative to meet with the grievant to discuss such decision.

### Step Four

Within ten school days the grievant may request the Association to refer this grievance to binding arbitration. The Board shall be notified in writing of this request. If the grievance meets the criteria of items subject to binding arbitration under Section 903 of Act 195, then the Association shall file with the Pennsylvania Bureau of Mediation for commencement of arbitration procedures. The procedures and regulations of the American Arbitration Association shall thereafter control.

## ARTICLE XVI

### DURATION AND TERMINATION OF AGREEMENT

This Agreement shall become effective as of September 1, 2012, unless otherwise indicated herein. It shall continue in effect through June 30, 2015. This Agreement shall not be extended orally and shall expire on the date stated without notice.

IN WITNESS WHEREOF, and intending to be legally bound, the Association has caused this Agreement to be executed by its president and secretary and the District has caused this Agreement to be executed by its president and attested by its secretary and its corporate seal to be affixed hereto on the day and year stated.

**COUNCIL ROCK EDUCATION ASSOCIATION**

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

By: \_\_\_\_\_  
Secretary

**COUNCIL ROCK SCHOOL DISTRICT**

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

By: \_\_\_\_\_  
Secretary

**APPENDIX "A"**

**SALARY SCHEDULES**

2012-2013

Step	BA	B+12	B+24	B+30/M	M+6	M+12	M+18	M+24	M+30
0	\$ 44,248	\$ 48,673	\$ 53,099	\$ 55,310	\$ 57,524	\$ 59,735	\$ 61,949	\$ 64,160	\$ 66,373
1	\$ 45,383	\$ 49,921	\$ 54,460	\$ 56,729	\$ 58,999	\$ 61,267	\$ 63,537	\$ 65,806	\$ 68,074
2	\$ 48,176	\$ 52,822	\$ 57,467	\$ 59,786	\$ 62,108	\$ 64,426	\$ 66,745	\$ 69,064	\$ 71,381
3	\$ 51,138	\$ 55,892	\$ 60,638	\$ 63,009	\$ 65,379	\$ 67,749	\$ 70,116	\$ 72,482	\$ 74,849
4	\$ 54,283	\$ 59,139	\$ 63,985	\$ 66,407	\$ 68,826	\$ 71,241	\$ 73,657	\$ 76,071	\$ 78,484
5	\$ 57,623	\$ 62,576	\$ 67,517	\$ 69,986	\$ 72,450	\$ 74,916	\$ 77,377	\$ 79,839	\$ 82,298
6	\$ 61,166	\$ 66,213	\$ 71,245	\$ 73,759	\$ 76,269	\$ 78,777	\$ 81,286	\$ 83,791	\$ 86,296
7	\$ 64,929	\$ 70,058	\$ 75,177	\$ 77,734	\$ 80,287	\$ 82,841	\$ 85,390	\$ 87,940	\$ 90,487
8	\$ 68,923	\$ 74,130	\$ 79,327	\$ 81,923	\$ 84,519	\$ 87,112	\$ 89,703	\$ 92,294	\$ 94,883
9	\$ 73,163	\$ 78,438	\$ 83,707	\$ 86,340	\$ 88,971	\$ 91,604	\$ 94,233	\$ 96,863	\$ 99,491
10	\$ 77,663	\$ 82,995	\$ 88,327	\$ 90,994	\$ 93,661	\$ 96,326	\$ 98,993	\$ 101,658	\$ 104,325
11	\$ 79,605	\$ 85,069	\$ 90,536	\$ 93,269	\$ 96,003	\$ 98,734	\$ 101,468	\$ 104,199	\$ 106,934

2013-2014

Step	BA	B+12	B+24	B+30/M	M+6	M+12	M+18	M+24	M+30
0	\$ 44,248	\$ 48,673	\$ 53,099	\$ 55,310	\$ 57,524	\$ 59,735	\$ 61,949	\$ 64,160	\$ 66,373
1	\$ 45,383	\$ 49,921	\$ 54,460	\$ 56,729	\$ 58,999	\$ 61,267	\$ 63,537	\$ 65,806	\$ 68,074
2	\$ 48,176	\$ 52,822	\$ 57,467	\$ 59,786	\$ 62,108	\$ 64,426	\$ 66,745	\$ 69,064	\$ 71,381
3	\$ 51,138	\$ 55,892	\$ 60,638	\$ 63,009	\$ 65,379	\$ 67,749	\$ 70,116	\$ 72,482	\$ 74,849
4	\$ 54,283	\$ 59,139	\$ 63,985	\$ 66,407	\$ 68,826	\$ 71,241	\$ 73,657	\$ 76,071	\$ 78,484
5	\$ 57,623	\$ 62,576	\$ 67,517	\$ 69,986	\$ 72,450	\$ 74,916	\$ 77,377	\$ 79,839	\$ 82,298
6	\$ 61,166	\$ 66,213	\$ 71,245	\$ 73,759	\$ 76,269	\$ 78,777	\$ 81,286	\$ 83,791	\$ 86,296
7	\$ 64,929	\$ 70,058	\$ 75,177	\$ 77,734	\$ 80,287	\$ 82,841	\$ 85,390	\$ 87,940	\$ 90,487
8	\$ 68,923	\$ 74,130	\$ 79,327	\$ 81,923	\$ 84,519	\$ 87,112	\$ 89,703	\$ 92,294	\$ 94,883
9	\$ 73,163	\$ 78,438	\$ 83,707	\$ 86,340	\$ 88,971	\$ 91,604	\$ 94,233	\$ 96,863	\$ 99,491
10	\$ 77,663	\$ 82,995	\$ 88,327	\$ 90,994	\$ 93,661	\$ 96,326	\$ 98,993	\$ 101,658	\$ 104,325
11	\$ 79,605	\$ 85,069	\$ 90,536	\$ 93,269	\$ 96,003	\$ 98,734	\$ 101,468	\$ 104,199	\$ 106,934

2014-2015  
Pays 1-12

Step	BA	B+12	B+24	B+30/M	M+6	M+12	M+18	M+24	M+30
0	\$ 44,248	\$ 48,673	\$ 53,099	\$ 55,310	\$ 57,524	\$ 59,735	\$ 61,949	\$ 64,160	\$ 66,373
1	\$ 45,383	\$ 49,921	\$ 54,460	\$ 56,729	\$ 58,999	\$ 61,267	\$ 63,537	\$ 65,806	\$ 68,074
2	\$ 48,176	\$ 52,822	\$ 57,467	\$ 59,786	\$ 62,108	\$ 64,426	\$ 66,745	\$ 69,064	\$ 71,381
3	\$ 51,138	\$ 55,892	\$ 60,638	\$ 63,009	\$ 65,379	\$ 67,749	\$ 70,116	\$ 72,482	\$ 74,849
4	\$ 54,283	\$ 59,139	\$ 63,985	\$ 66,407	\$ 68,826	\$ 71,241	\$ 73,657	\$ 76,071	\$ 78,484
5	\$ 57,623	\$ 62,576	\$ 67,517	\$ 69,986	\$ 72,450	\$ 74,916	\$ 77,377	\$ 79,839	\$ 82,298
6	\$ 61,166	\$ 66,213	\$ 71,245	\$ 73,759	\$ 76,269	\$ 78,777	\$ 81,286	\$ 83,791	\$ 86,296
7	\$ 64,929	\$ 70,058	\$ 75,177	\$ 77,734	\$ 80,287	\$ 82,841	\$ 85,390	\$ 87,940	\$ 90,487
8	\$ 68,923	\$ 74,130	\$ 79,327	\$ 81,923	\$ 84,519	\$ 87,112	\$ 89,703	\$ 92,294	\$ 94,883
9	\$ 73,163	\$ 78,438	\$ 83,707	\$ 86,340	\$ 88,971	\$ 91,604	\$ 94,233	\$ 96,863	\$ 99,491
10	\$ 77,663	\$ 82,995	\$ 88,327	\$ 90,994	\$ 93,661	\$ 96,326	\$ 98,993	\$ 101,658	\$ 104,325
11	\$ 79,605	\$ 85,069	\$ 90,536	\$ 93,269	\$ 96,003	\$ 98,734	\$ 101,468	\$ 104,199	\$ 106,934

2014-2015  
Pays 13-26

Step	BA	B+12	B+24	B+30/M	M+6	M+12	M+18	M+24	M+30
0	\$ 44,469	\$ 48,916	\$ 53,364	\$ 55,587	\$ 57,812	\$ 60,034	\$ 62,259	\$ 64,481	\$ 66,705
1	\$ 45,610	\$ 50,171	\$ 54,732	\$ 57,013	\$ 59,294	\$ 61,573	\$ 63,855	\$ 66,135	\$ 68,414
2	\$ 48,417	\$ 53,086	\$ 57,754	\$ 60,085	\$ 62,419	\$ 64,748	\$ 67,079	\$ 69,409	\$ 71,738
3	\$ 51,394	\$ 56,171	\$ 60,941	\$ 63,324	\$ 65,706	\$ 68,088	\$ 70,467	\$ 72,844	\$ 75,223
4	\$ 54,554	\$ 59,435	\$ 64,305	\$ 66,739	\$ 69,170	\$ 71,597	\$ 74,025	\$ 76,451	\$ 78,876
5	\$ 57,911	\$ 62,889	\$ 67,855	\$ 70,336	\$ 72,812	\$ 75,291	\$ 77,764	\$ 80,238	\$ 82,709
6	\$ 61,472	\$ 66,544	\$ 71,601	\$ 74,128	\$ 76,650	\$ 79,171	\$ 81,692	\$ 84,210	\$ 86,727
7	\$ 65,254	\$ 70,408	\$ 75,553	\$ 78,123	\$ 80,688	\$ 83,255	\$ 85,817	\$ 88,380	\$ 90,939
8	\$ 69,268	\$ 74,501	\$ 79,724	\$ 82,333	\$ 84,942	\$ 87,548	\$ 90,152	\$ 92,755	\$ 95,357
9	\$ 73,529	\$ 78,830	\$ 84,126	\$ 86,772	\$ 89,416	\$ 92,062	\$ 94,704	\$ 97,347	\$ 99,988
10	\$ 78,051	\$ 83,410	\$ 88,769	\$ 91,449	\$ 94,129	\$ 96,808	\$ 99,488	\$ 102,166	\$ 104,847
11	\$ 80,003	\$ 85,494	\$ 90,989	\$ 93,735	\$ 96,483	\$ 99,228	\$ 101,975	\$ 104,720	\$ 107,469



## **APPENDIX "B"**

### **LETTER OF INTENT**

RE: Absence  
DATE: May 8, 1990

The Association agrees to review bargaining unit member absence statistics yearly with the Administration. Should patterns of excessive use of sick leave become apparent, the Association agrees to assume a role in seeking their cause and in attempting to remedy them.

### **LETTER OF INTENT**

RE: Interpretation of Agreement, Article IV, Section B, Rights of Employees, Seniority  
DATE: May 8, 1990

The parties mutually agree that the position of Administrative Assistant may be regarded as a professional employee position as defined by the School Code for purposes of determining seniority, to the extent that those members of the bargaining unit who become Administrative Assistants shall continue to accrue seniority. The Superintendent and the President shall meet and discuss whether each newly established Administrative Assistant position shall be covered by this Letter of Intent. This Agreement shall be retroactive to July 1, 1986.

### **LETTER OF INTENT**

RE: Interpretation of Agreement, Article III, Section I  
DATE: May 8, 1990

It is mutually agreed that any member of the bargaining unit who has been granted an unpaid leave in accordance with Article III, Section I of the Agreement shall be given the option of continuing in all fringe benefit programs at his/her own expense. In the case of retirement payments, the member shall pay both the employee's and the District's share based upon what his/her scheduled salary would have been in a regular District position. In addition, the member shall accrue seniority while on leave.

### **LETTER OF INTENT**

RE: EDRPP Grievances  
DATE: May 8, 1990

Anyone who has a grievance concerning the Extra Duty Responsibility Pay Program shall submit that grievance in writing along with possible resolutions to the appropriate committee, i.e., Elementary, Intermediate or High School.

These committees shall be comprised of four Bargaining Unit Members elected by the people involved in the program at that level and one administrator from that level appointed by the Superintendent.

If a satisfactory resolution is not reached at the committee level, the grievance shall then go to the principal of the building in which the activity takes place.

If a satisfactory resolution is not reached at this level, the grievance shall then go to the Superintendent whose decision shall be final.

### **LETTER OF INTENT**

RE: Elementary Specialists' Workload  
DATE: May 8, 1990

With respect to elementary special teachers, it is mutually agreed that:

1. For art, music and physical education teachers, the number of class contact periods per day shall not exceed six. For librarians, the number of regularly scheduled class contact periods per day shall not exceed five.
2. The requirement to teach using a "cart" will be compensated for by the provision of an aide to assist the teacher.
3. Any travel between buildings, including round trips, shall count as one class period for each day that it is required.
4. The total minutes of student contact time, including class instruction and supervisory duties, shall not exceed a weekly average of 285 per day.
5. The principal of each building shall meet and discuss with the special teachers concerning scheduling of classes. The intent of the discussion shall be to minimize the amount of travel for those who must use carts and to minimize the number of different class preparations per day. The meet and discuss session is the last step in the process. It is not a grievable item and should terminate at the meet and discuss level.

### **LETTER OF INTENT**

RE: Full-Time Substitutes  
DATE: May 8, 1990

1. A full-time substitute shall be defined as a substitute teacher who is assigned a continuous full-time schedule for a period of three (3) calendar months or more. Said service is temporary in nature, specifically created by the continuous absence of a regular full-time employee who has been granted a leave of absence.
2. An employee assigned a substitute schedule on a full-time basis will be compensated for every day worked at the rate of one divided by the applicable length of the contract work year of a mutually agreed upon salary, based on the salary schedule in effect at the time in the District.

3. An employee assigned a substitute schedule on a full-time basis will be entitled to all fringe benefits, including insurances and leaves of absence, accorded regular employees with the exception of:

(a) The accrual of accumulated unused sick leave to the next school year in the event employment on a full-time basis is continued either as a substitute or as a regular employee.

(b) The right to apply for and be granted an unpaid leave of absence as outlined in Board Policy 439 (formerly Board Policy 21.17).

4. Service on a full-time substitute schedule shall not be counted toward:

(a) Establishing seniority within the District as outlined in the contract between the CREA and the School Board, except as provided in Article IV, Section B.

(b) Service as a temporary professional or professional employee for the purpose of establishing tenure rights, as outlined in the Pennsylvania School Code.

5. CREA and the Board agree to eliminate the ninety day review period for full-time substitutes and change it to an annual review period. Full-time, long-term substitutes shall be annually evaluated no later than the last day of May by the School Administration. The School Administration shall have the absolute discretion to offer or not offer a professional or long-term substitute contract to the long-term substitute. Should the District Administration decide to offer a professional contract to the long-term substitute, such long-term substitute in the subsequent school year shall be entitled to receive such a contract over an outside applicant for any vacant or open positions in the District for which they are certificated and qualified.

6. All assignments of a full-time schedule shall terminate upon the return to service of the regular employee or the close of the school year, whichever comes first. The status of the employee will be that of a substitute teacher.

### **LETTER OF INTENT**

RE: Seniority  
DATE: May 8, 1990

It is mutually agreed that the following interpretations of Article IV, Section B, Seniority, shall apply:

1. Work as a full-time substitute which was preceded by work as a full or part-time professional or temporary professional employee shall not constitute a break in seniority. In this case, the employee shall acquire seniority for the work as a full-time substitute.

2. The provisions of Act 97 relative to seniority for persons on any approved leave of absence shall be applied retroactively to all members of the bargaining unit.

3. All contracted members of the bargaining unit shall receive full-time seniority. Of two employees who are otherwise tied on their length of service, the employee having a longer period of part-time service shall be deemed to have less seniority.

**LETTER OF INTENT**

RE: Insurance Coverage on Unpaid Leaves  
DATE: May 8, 1990

Any employee on an unpaid leave of absence granted under Board Policy 2.21 may at his/her option continue in any or all of the group insurance programs by paying premiums directly to the District in accordance with procedures set by the District.

**LETTER OF INTENT**

RE: Interpretation of Agreement, Article V, Section F, Vacancies, Promotions and Transfers  
DATE: May 8, 1990

The parties mutually agree that the following interpretation of Article V, Section F shall apply:

1. Employees who have been involuntarily transferred shall, at their discretion, be reinstated in their previous buildings on the basis of vacancies that are available for September 1, for which they are qualified. Such employees' rights to reinstatement shall supersede the rights of their other employees who have applied for those positions, with the exception of those employees who are furloughed. In this event, requirements of the Public School Code of 1949, as amended, regarding the recall of employees would have precedence over the transfer of bargaining unit employees, even if it involves new facilities or renovated facilities as set forth in the contract.

2. This Article shall apply to any employees who are on any approved leave of absence.

3. Employees transferring voluntarily to a temporary vacancy shall be retained on their original building seniority list. The duration of such transfers shall be agreed upon in advance.

4. Employees on any approved leave of absence shall be retained on their original building seniority list.

5. Prior to April 1, each building principal shall post all known or anticipated vacancies, either permanent or temporary. This list shall be kept up-to-date through May 1.

6. Employees desiring a voluntary transfer shall apply in writing to the Superintendent, copy to the building principal, no later than May 1. Employees may specify desired positions which are not presently posted.

7. All applicants shall be notified in writing of the disposition of their transfer requests. In the case of anticipated vacancies, all transfers shall remain tentative pending finalization of the vacancy.

8. Administration shall retain all applications for a period of one year. These applications shall automatically be considered for any appropriate vacancy which may become available after May 1.

**LETTER OF INTENT**

RE: Working Conditions  
DATE: May 8, 1990

A. Work Station

The District shall make every reasonable effort to provide an area removed from student contact for the employee to work during preparation time.

B. Safety and Health

Upon alleged identification of any unsafe working condition, the concerned employee shall report it immediately to his/her immediate supervisor. The Administration shall take reasonable steps necessary to correct such conditions. It is assumed the District will conform to current safety and health programs presently enacted into law. Any continuing discussion or dispute will be resolved by a committee consisting of three people appointed by the Superintendent and three people appointed by the President of the Association.

**LETTER OF INTENT**

RE: Telephone Access  
DATE: May 8, 1990

When telephone access becomes a problem in any school, the President of the Association and the Superintendent shall review said problem and agree on recommended solutions for implementation.

**LETTER OF INTENT**

RE: Dismissal Due to Inclement Weather  
DATE: May 8, 1990

When school is dismissed due to inclement weather and roads, in the opinion of local authorities and the Superintendent, and are not improving, then the bargaining unit members shall be dismissed as soon as reasonably possible after the students leave.

**LETTER OF INTENT**

RE: Maintaining Educational Excellence

DATE: September 1, 1994

The Board of School Directors agrees to maintain or improve the educational excellence and programs which it currently offers to students. This includes, but is not limited to, class size, nursing and counselor load, and the scope of curricular and extra-curricular program offerings. The base year for applying this clause shall be 1993-94.

### **LETTER OF INTENT**

RE: Sick Leave Bank Regulations

1. Membership in the Bank shall be voluntary, but the Bank shall not be initially put into effect unless 65% of the bargaining unit chooses to join.

2. Initial applications for membership will be submitted to the CREA in writing. After the Bank is put into effect initially, employees may join only upon written application to the Bank Committee between May 15<sup>th</sup> and June 15<sup>th</sup> of the year preceding their membership. Newly hired employees may join no later than October 15 of the school year.

3. Charter members will contribute one (1) accumulated day of sick leave to the Bank, or at their option, one (1) day of personal business leave. Except as otherwise provided in these regulations, an additional contribution of one (1) day shall be required of all members at the beginning of the second year and each subsequent year of Bank operation. Members joining in subsequent years will be required to contribute one (1) day for each year that the Bank has been in operation, except newly hired employees who need contribute only one (1) day.

4. Contributed days shall remain in the Bank and may not be withdrawn by an employee upon retirement or resignation from the District, or on resignation from the Bank, or otherwise, provided that if membership in the Bank at any time falls below 50% of the bargaining unit, Bank operation shall be suspended, except that those already receiving benefits may continue to receive such benefits up to the maximum withdrawal. The parties shall, at the request of either, meet and discuss concerning possible modifications of these regulations.

5. In the event contributed days become depleted during the operation of the Bank, the Bank Committee may, at its discretion, assess further contributions against its members or suspend operation of the Bank until the beginning of the next school year.

6. Bank benefits shall be available to any member under the conditions set forth in these regulations for illness or disability normally covered by sick leave. Bank benefits shall not be available to employees on child rearing leave or other long term leaves of absence, except extended sick leave, nor shall Bank benefits be available to employees under conditions where maternity leave would normally have been granted under past practice, except by majority vote of the Bank Committee.

7. Initial withdrawal of Bank benefits shall not commence until a member has exhausted all of his or her accumulated sick leave and ten (10) additional days of absence have been suffered without pay. If the loss of days is not consecutive, twenty (20) days of absence without pay is required prior to eligibility for withdrawal. By majority vote of the Bank Committee, required days of absence without pay may be reduced to no less than five (5) in any individual case for good cause.

8. The Sick Leave Bank Committee shall consist of two (2) members of the bargaining unit, selected by CREA, and two (2) members of the Administration selected by the Superintendent. The Committee shall grant

requests for withdrawal of benefits from the Bank where they determine the requesting member meets the qualifications of the Bank regulations.

9. Maximum withdrawal from the Bank in its initial year of membership for each employee shall be equal to the number of accumulated sick days of that employee on the day he or she joins the Bank. By majority vote of the Bank Committee, maximum withdrawal in individual cases may be increased for first and second year teachers, respectively, to twenty (20) and twenty-five (25) days. In no event shall the maximum withdrawal exceed one hundred (100) days for any one illness.

10. Maximum withdrawal in subsequent years of membership for each employee shall be increased by ten (10) less the number of days sick leave taken by the employee in the previous school year. In any event maximum withdrawal shall be increased by one (1) day if an additional day is contributed, and shall continue to be limited to one hundred (100) days for any one illness.

11. The Bank Committee will require of any employee using the Bank benefits a doctor's report, examination by a physician, progress reports on any illness, or such other steps as may be reasonably necessary to protect the integrity of the Bank and prevent abuse of its benefits.

The Board retains its rights under the School Code to require a statement from a physician or other practitioner prior to payment of sick leave, whether or not payable out of Bank benefits.

12. If the Bank accumulates one thousand five hundred (1,500) days as of September 1<sup>st</sup> of any year, further donations may be waived except for newly joining members.

13. If relevant portions of this Sick Leave Bank are declared illegal or in violation of the School Code or other applicable statute by any Appellate Court of last resort or other Court of competent jurisdiction, the Bank shall forthwith be dissolved or mutually amended to conform with such decisions. In the event of dissolution the days shall be returned pro rata to the members. On the request of CREA, the parties will meet and discuss concerning implementation of a new Bank complying with the legal requirements of such decision or opinion.

14. Bank operation shall be suspended at the end of any school year in the event of substantially increased use of accumulated sick leave benefits among the members of the Bank. An increased incidence of sick leave absence by the members in excess of 20% over 1987-88 levels shall, in the absence of an epidemic or other such discernable cause, be deemed conclusive evidence justifying such suspension. In the event of suspension of Bank operation under the provisions of this section, the parties shall meet and discuss concerning appropriate modifications of these regulations to allow renewed operation of the Bank.

15. At the discretion of the Bank Committee, any individual member of the Bank may be permitted to donate sick days from his/her own accumulated sick leave to any other Bank member who has exhausted his/her own sick leave and utilized his/her maximum withdrawal from the Bank. To provide for accurate record keeping by the District, all such transactions must be approved and documented in writing by the Bank Committee prior to the donation. Such donated days may not be subsequently repaid to the donor by the recipient. The maximum donation allowable by any one donor shall be two (2) days per year. The maximum donation receivable by any one individual for any one illness shall be fifty (50) days.

16. All records pertaining to operation of the Bank shall be maintained by the Committee. Costs, if any, of such maintenance of records in excess of \$25.00 per year shall be shared equally by the Board and the CREA and shall be approved by a majority of the Bank Committee.

17. An employee requesting Sick Leave Bank benefits must petition the committee in writing.

18. All decisions of the Sick Leave Bank Committee are final.

**LETTER OF INTENT**

RE: Positions

Regarding the positions listed below, it is mutually agreed that:

1. These positions shall be regarded as part of the bargaining unit represented by the Council Rock Education Association.
2. Those holding such positions shall be regarded as Professional Employees as defined by the School Code for all purposes including, but not limited to, seniority, layoff, demotion, and realignment.
3. Should any one of these positions be eliminated, then the employee holding such position shall return to his/her prior position on the basis of seniority.

Positions covered by this agreement.

- a. Staff Development Instructor.
- b. Public Relations Specialist.
- c. Grant Writing Specialist.
- d. Service Learning Coordinator.

**LETTER OF INTENT**

RE: Insurance  
DATE: March 1, 1993

It is mutually agreed that during each school year, bargaining unit members earn one month of medical, dental, disability, and life insurance benefits as provided in the Agreement, Article VII, for each fifteen days worked, or major fraction thereof.

Number Days Worked	Number Months Benefits Earned
At least 8	1
At least 23	2
At least 38	3
At least 53	4
At least 68	5



At least 83	6
At least 98	7
At least 113	8
At least 128	9
At least 143	10
At least 158	11
At least 173	12

Example: An employee uses sick leave days, then begins unpaid leave on the 111<sup>th</sup> working day, earning seven months benefit coverage, September through March. The employee would have to pay the premiums to continue coverage during April through August.

Note: This letter of intent does not affect extended insurance coverage provided for in our medical benefits in the case of an employee who is totally disabled at the commencement of unpaid leave.