

COLLECTIVE BARGAINING AGREEMENT

By and Between The

BIG SPRING SCHOOL DISTRICT

And The

BIG SPRING EDUCATION ASSOCIATION

~~From July 1, 2014 through June 30, 2017~~

From July 1, 2017 through June 30, 2019

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This Collective Bargaining Agreement hereby is entered into this X th day of October, 2016 by and between BIG SPRING SCHOOL DISTRICT (hereinafter referred to as the "Board") and BIG SPRING EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

By _____
Big Spring School District
President

By _____
Big Spring Education Association
President

Seal:

By _____
Big Spring School Board
Secretary

By _____
Big Spring Education Association
Secretary

ARTICLE I – PURPOSE OF AGREEMENT

Preamble

1.00 The parties recognize that it is desirable to preserve harmonious relations between the Board and the Association.

Promotion of Efficiency

1.01 The Association recognizes that the Board, in granting the benefits set forth in this Collective Bargaining Agreement, has bargained with the specific understanding that the Association will cooperate with and assist the Board in promoting better efficiency and presenting a continually improved educational program in the Board’s school system. The Board and the Association recognize that the successful operation of the Board’s school system can be assured only through the cooperation of the parties hereto.

Association Responsibility

1.02 In consideration of the obligations undertaken by the Board in this Collective Bargaining Agreement, the Association recognizes its responsibilities to encourage maximum productivity by every bargaining unit employee.

ARTICLE II – RECOGNITION

Recognition

2.00 The Big Spring Education Association, hereinafter called the “Association,” is recognized by the Big Spring School District as the exclusive Bargaining Agent for the eligible professional employees as certified by the PLRB in its order dated April 2, 1971, and coded PERA-R-302-C and as amended on April 28, 2006, and coded PERA-U-05-540-E for wages, hours, and terms and conditions of employment.

Unit

2.01 The unit appropriate for the purpose of collective bargaining between the employer and its employees within the meaning of Section 604 of the Act is a subdivision of the employer units comprised of all professional employees including, but not exclusive of classroom teachers, school counselors, home and school visitor, athletic trainer, school psychologists and school nurses, but excluding director of student activities, elementary school principals, and all other employees of the employer performing non-professional work, and any other supervisors, first-level supervisors, and confidential employees as defined in the Act.

Membership Dues Deduction

2.02 The Board shall deduct from wages of those employees who so authorize such deductions via an authorization form, for dues established by the Association.

No later than October 1 of the school year, the Association will notify the Board of the current annual BSEA dues, and a list of those employees who have authorized the Board to deduct their Association dues.

No employee shall be required to authorize such dues deduction, and neither the Board nor the Association shall discriminate or coerce any employee because of deduction or non-deduction of dues.

Fair Share

2.03 Each member in the bargaining unit represented by the Association shall be required to pay a Fair Share Fee as provided for in Act 84, 71 P.S. §575 of 1988. The employer and the Association agree to comply with all provisions of said law. The Association agrees to extend to all nonmembers the opportunity to join the Association. This Fair Share Fee shall be deducted by the employer in accordance with Article II, Section 2.02 hereof. The Association shall indemnify and save harmless the employer from any and all claims, suits, judgments or orders arising out of this Fair Share Fee obligation.

ARTICLE III – LEAVES OF ABSENCE

Association Activities

3.00 The Board, to the extent the Association's activities shall not interfere with operation of the Board's school system, shall grant, upon the Association's written request, four (4) employee days off with pay each school year to the Association president and/or delegated representative(s) to attend any official Association activity held on other than school property. One-half of the substitute fees will be paid by the Association for each day used, as it is used, of the four (4) days available each year of the contract.

The Association will be entitled to six (6) additional employee days off with pay each school year for Association activities with the Association paying the full cost of the substitute for these additional six (6) days. Additional days will be considered subject to the approval of the Superintendent on a case by case basis.

The Association's written request(s) shall be given to the Board not less than seven (7) school days prior to the date of the activity and shall clearly identify the employees to be released. These days shall not be cumulative.

Sabbatical Leave and Leaves of Absence for Professional Development

3.01 Sabbatical leaves and leaves of absence for professional development will be governed according to Sections 1166-1171 of the PA School Code of 1949, as amended.

Bereavement – Immediate Family

3.02 Bereavement – Immediate Family shall be governed by Section 1154 (b) of the PA School Code of 1949, as amended. A total of five (5) days will be granted in each individual instance of the death of a member of the employee's immediate family.

On approval by the Superintendent, additional days may be awarded using personal leave or Emergency Leave. Any leave taken for bereavement which is more than one (1) day shall be taken on consecutive school days within one calendar month of the death of a member of the employee's immediate family. In the event of a memorial service or delayed funeral, the day of such event need not be consecutive and may extend beyond the calendar month not to exceed ninety (90) days from the date of death.

Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative of the employee who resides in the same household, or any person with whom the employee has made his or her home. The Superintendent has the discretion to include additional immediate family members on a case by case basis.

Bereavement – Near Relative

3.03 Bereavement – Near relative shall be governed by Section 1154 (c) of the PA School Code of 1949, as amended. A total of three (3) days will be granted for each individual instance of the death of the near relative of a professional employee.

Any leave taken for bereavement which is more than one (1) day shall be taken on consecutive school days within one calendar month of the death of the employee's near relative. On approval by the Superintendent, additional days may be awarded using Personal or Emergency Leave.

A near relative shall be defined as first cousin, grandfather, grandmother, **grandchild**, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the employee. The

Superintendent has the discretion to include additional near relative family members on a case by case basis.

Illness and Injury

3.04 Illness and Injury or sick leave shall be administered as provided in Section 1154(a) of the PA School Code of 1949, as amended.

Excerpt: "In any school year whenever a professional or temporary professional employee is prevented by illness or accidental injury from following his or her occupation, the school district shall pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period of ten (10) days. Any such unused leave shall be cumulative from year to year in the school district of current employment or its predecessors without limitation." "All or any part of such accumulated unused leave may be taken with full pay in any one or more school years."

A professional employee may use up to six (6) of the ten (10) days for "family" sick days per year, as defined below, to care for the employee's spouse, child, parent, son-in law, daughter-in-law, father-in-law, mother-in-law, brother, sister, grandparent, grandchild, and any other member of the immediate household in the event of a "family" sickness. "Family" sick days are days when the employee herself or himself is not ill and is able to report to work but elects to remain at home to care for a family member as defined above. "Family" sick days may not be accumulated from year to year. If the "family" sick days are not used, the days revert back to sick days for the employee.

No employee's salary shall be paid if the accident or injury to the employee is incurred while the employee is engaged in remunerative work not associated with the school district.

An employee who retires on or after attaining the age of superannuation or upon qualification for early or disability retirement as defined by the Public School Employee's Retirement System shall be entitled to a severance payment per Section 6.08 based on unused sick leave.

Personal Leave

3.05 Each professional employee is eligible for two (2) days of Personal Leave during the school year without reduction of salary. Further, the employee may carry over unused personal leave days from year to year up to a maximum of six (6) days; a maximum of (6) days may be used at any one time.

No personal leave shall be taken on the first three (3) days or the last two (2) days of the school term (professional work year). In addition, no personal days shall be taken during a scheduled parent/teacher conference day. If three (3) or more personal days are taken before or after a school calendar holiday, the Superintendent must give prior approval. Such leave shall not be deducted from sick leave. The Superintendent under special circumstances may grant exceptions to these personal day restrictions.

No more than five (5) teachers from the high school, five (5) teachers from the middle school, three (3) teachers from each elementary and (2) itinerant teachers may be on personal leave or compensatory leave at one time. Notice shall be given on the designated personal leave or compensatory leave request form at least two (2) school days in advance to the building principal or, in the case of elementary itinerant teachers, to the Director of Curriculum, Instruction and

Educational Technology. Said notices shall not state the reason for taking the leave other than it is being taken under this provision.

The Board will pay a professional employee ~~\$150~~ \$185 for every personal day not used during a given school year and that is not accumulated for use in a subsequent school year, or the employee may convert unused personal days to sick days. This amount shall be paid as an employer contribution into a 403 (b) tax sheltered annuity or a ~~457 (b) deferred compensation plan~~ HSA account, as per the employee's choice. There shall be no cash option.

Emergency Leave

3.06 Emergency leave is subject to the approval of the Superintendent. A professional employee who is granted emergency leave shall be paid his/her regular salary with no deduction from sick leave. Severe illness or injury to a member of an employee's immediate family (including the birth of a child) or similar situation over which the employee has no control shall constitute an emergency under this section. Emergency leave shall ordinarily be limited to one (1) day per year, but the Superintendent may extend the emergency leave because of extenuating circumstances. Emergency leave will not be given unless all personal leave has first been exhausted.

Child-Rearing Leave

3.07 Employees shall be granted child-rearing leave without pay or other benefits, unless provided by the Family Medical Leave Act or other applicable law, under the following provisions:

- a) Unpaid leaves of absence for child-rearing purposes shall be granted to employees at the termination of their temporary disability or sick leave granted for pregnancy and childbirth.
- b) Employees with newborn infants or employees who become parents of an adopted child not more than 12 months old shall be granted an unpaid child-rearing leave following the infant's birth or adoption.
- c) The professional employee may return to the employee's assigned position (a substitute being hired under appropriate conditions of terminal employment) at the conclusion of the leave.
- d) The child-rearing leave may be for one (1) year from the effective date of leave. The Board may extend the length of child-rearing leave if so requested by employee.
- e) The requesting employee shall notify the employer in writing sixty (60) days prior to the anticipated commencement of the child-rearing leave. The notification shall also include an anticipated date of return to employment.
- f) In the event the child dies during the period of this unpaid leave, the employee may provide the district with a thirty (30) calendar day notice of return to his/her position, providing sixty (60) calendar days remain between the date of return and the end of the semester. If sixty (60) calendar days do not remain, then the employee may return at the beginning of the next semester.
- g) The employee may pay insurance premiums during this leave in order to retain coverage, but the district shall not make any contributions for insurance protection, retirement, or other district-sponsored benefits.
- h) Any female employee may use thirty (30) consecutive days of sick leave benefits, if accrued, without certification by a physician. Request for accrued sick leave benefits

beyond the thirty-(30) days mentioned above must be accompanied by a physician's statement certifying the disability of the employee.

- i) If the District employs both husband and wife, only one employee shall be granted leave under this provision.
- j) The employer agrees to abide by the Pennsylvania Human Relations Commission's rules and regulations regarding pregnancy as may be changed from time to time by such Commission.

Professional Leave

3.08 Each professional employee is eligible to apply for one (1) day of professional leave during each school year, subject to the approval of the Superintendent. Such leave shall not be unreasonably denied if the professional development is in the employee's area of certification. Additional days of professional leave may be awarded at the discretion of the Superintendent. Requests for professional leave shall be submitted on the appropriate application form provided by the school district.

Leave Without Pay

3.09 The Board may grant leave without pay to an employee who requests prior approval for such leave.

Jury Duty Leave

3.10 A professional employee who serves on jury duty or who is subpoenaed as a witness in court on behalf of the State or to testify in a matter pertaining to the school district, provided it is not a matter brought by the employee or the employee's representative against the District, shall be compensated for the difference between the wages the employee would have received and the amount received for the performance of such obligation. The receipt of a subpoena or the notice to report for jury duty must be reported to the District.

ARTICLE IV – GRIEVANCE AND ARBITRATION

Process

4.00 The parties to this agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this agreement shall provide for a five (5)-step process which is described in the following paragraphs and the table attached hereto.

Step I Person or persons initiating the alleged grievance shall present the grievance, in writing, with reference to the section of the agreement that has been violated and on a form provided by the employer to the first level supervisor or, in his/her absence, to his/her designee, within fifteen (15) working days after the alleged occurrence.

The first level supervisor shall reply to the grievance within seven (7) working days after the initial presentation of the grievance.

Step II If the action in Step I above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Assistant Superintendent, or, in his/her absence, to his/her designee, within seven (7) working days.

Step III If the action in Step II above fails to resolve the grievance within seven (7) working days to the satisfaction of the affected parties, the grievance shall be referred to the Superintendent, or, in his/her absence, to his/her designee, within seven (7) working days.

Step IV If the action in Step III above fails to resolve the grievance within seven (7) working days to the satisfaction of the affected parties, the grievance shall be placed on the agenda and referred to the Board of School Directors at the next meeting of the school board and decided no later than the next meeting of the school board following presentation.

Step V If the action in Step IV above fails, the Association will determine if the grievance shall be referred to binding arbitration as provided in Section 903 of the Act. Grievance must be submitted to arbitration within forty-five (45) working days.

If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of School Directors in Step IV is final.

The term “working days” mentioned in this article shall refer to days when the District Administration Office is open.

General Conditions

Grievant employee will carry out his/her required duties pending decisions of his/her grievance.

Meetings held under this procedure shall be conducted on non-school time at a place that will afford fair and reasonable opportunity for all proper persons to be present.

Claims Related to Interpretation of Terms of Agreement

Steps	Administration or Board Representation	Grievant or Employee Organization Representation	Time Limits for Response by Supervisors and Grievant
I	Submission by Grievant	Grievance to First Level Supervisor	15 working days
	First Level Supervisor (Building Principal)	Grievant, with or without a representative of employee organization	7 working days
II	Assistant Superintendent or designee (with principal or others as desired)	Grievant and a representative of employee organization	7 working days
III	Superintendent (with principal or others as desired)	Grievant and representative of employee organization	7 working days
IV	Final decision by the Board of School Directors except when the parties to such an agreement are required by Section 903 of Act 195 to go to binding arbitration for resolution of such a grievance		To be presented at the next meeting and decided no later than the next meeting of the Board following presentation
V	Final decision by arbitrator on those issues subject to arbitration as defined in Section 903 of the Act. Both parties bound to decision except where		Submittal to arbitration must be submitted within 45 working days.

	enabling legislative action is required, in which case it is binding only if such legislation is enacted as provided in Section 901 of the Act		
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ARTICLE V – WORK SCHEDULE

Work Day

5.00 The school day for professional employees shall not exceed 7 1/2 hours, including a thirty (30) ~~minute lunch period.~~ consecutive-minute lunch period that shall be free of and uninterrupted by supervisory or other duties.

All employees shall report for faculty meetings. The duration of faculty-department meetings will be no longer than sixty (60) minutes. At the elementary level, faculty-department meetings should begin no earlier than 8 am. Elementary meeting should begin no earlier than sixty (60) minutes prior to the start of the student day. At the secondary level, faculty-department meetings should begin no earlier than 7:15 am for secondary staff and conclude no later than 4:00 p.m. No more than twelve (12) such meetings will be held each school year. Secondary teachers, teachers of special education and all subject specialists will attend department meetings as scheduled by their department chairperson. No teacher will be required to attend more than nine (9) department meetings each academic year. It is the professional responsibility of staff to attend and participate in days and times set aside for parent teacher conferences and one (1) Back to School Night per year.

The Board has the right to use the current PDE approved Teacher Rating Tool Form or any other rating form approved by the PA Department of Education in evaluating professional employees for non-participation in said activities.

Planning Time

5.01 *Secondary High School* - Ordinarily all high school teachers will receive one (1) class period of uninterrupted planning time each day. The length of individual class periods at the high school is determined by the building schedule. Currently, most class periods are at least eighty (80) minutes. If there is a significant change to the high school schedule during the time frame of this agreement, the Association and Board will review options in lieu of Section 9.07 of this agreement. If the schedule continues to support a majority of class periods at least eighty (80) minutes in length, high school teachers will be provided eighty (80) minutes of planning per day unless one (1) or more of six (6) special circumstances occur and it may not be possible to provide a high school teacher with an uninterrupted planning period of eighty (80) minutes.

Those special circumstances that may result in decreased duration of uninterrupted planning periods include: a) shortened class periods because of assemblies, school delays or other similar necessary interruptions; b) coverage for colleague absence from the classroom as a result of IEP meetings or Student Assistance Team meetings; c) Coverage of planning time for the alternative education and in-school suspension teacher; d) Class coverage necessitated by the absence of a teacher and the Employer's inability to retain the services of a substitute teacher (e) to collaborate with other staff members regarding educational initiatives or collegial planning; this can include team teaching planning or work on specific learning initiatives, (f) coverage of Keystone exams and/or adjusted class periods in support of Keystone exams. On such special circumstance coverage days, the teacher or

teachers involved will receive no less than forty (40) minutes of uninterrupted planning time with the exception of weather delays when administration will equalize planning time during the condensed day.

The building principal will endeavor to distribute the special circumstance coverage situations evenly among the entire high school staff.

It is the intent of the parties that each high school teacher might have his or her uninterrupted planning time reduced from eighty (80) minutes to forty (40) minutes for only three (3) times in each five (5) day cycle. Employees may be pulled only one (1) time per week for "special circumstance" reasons b), c) or d).

Secondary -- Middle School - The Board shall schedule a minimum of five (5) uninterrupted planning periods per week for a total minimum of two hundred (200) minutes per five (5) day week for each employee working as a teacher. The Board shall schedule one (1) planning period per day for each employee working as a teacher. The Board reserves the right to make modifications within the minimum time of two hundred (200) minutes per five (5) day week due to "special circumstance" reason a).

Elementary - The Board shall schedule a minimum of two hundred (200) minutes of uninterrupted planning time per week for each employee working as a teacher. This planning time is attained by scheduling four (4) forty (40) minute planning periods during the regular student day each week.

For the elementary life skills, ILS, MDS and ES teachers the four (4) forty (40) minute planning periods may be split into two smaller blocks of time as mutually agreed upon by the teacher and the building administrator. A daily block of thirty-five minutes of planning time will be provided between the start of the employee work day and the arrival of students. On days when there are faculty meetings, department meetings, grade level meetings, IEP's or Principal directed meetings the thirty-five minute block may not occur. A committee representing the Board and the Association will be established each year, if needed, to review any elementary planning time issues. The Board reserves the right to make modifications within the minimum time of two hundred (200) minutes as stated above.

Work Year

5.02 The school year shall consist of 180 student days and ten (10) in-service days. Bargaining unit members are required to participate in six (6) hours annual technology training. This requirement shall not exceed the 190 day work year.

The District will provide technology training days for the professional employee. A Technology or staff training day will be defined as six (6) hours of workshop outside of the normal work day. The school district shall provide a schedule for upcoming summer offerings no later than April 30. The District will provide a minimum of twenty (20) hours of workshop opportunities annually.

Several *other* options exist for earning the technology-based professional development. Those options include:

1. New Staff: All staff new to the District will be expected to complete the district-offered technology based professional development
2. Self-Directed or Collegial Development Groups: Staff may embed a technology component within the differentiated supervision plan for these groups. The technology component approval will be done by the supervising administrator in coordination with

the Director of Educational Technology, in coordination with the Mode of Supervision selection timeline.

3. **Formal Observation**: Staff may embed a technology component within this mode of supervision. This may include any number of connections in all four domains of the Danielson Framework: planning and preparation, classroom management, instruction, and professionalism. Identification of technology growth goals must be completed at the pre-observation conference. If at the observation, the observer deems that the technology component met the growth goals, the teacher will share the tool at a faculty meeting or a department meeting (depending on the nature of the component). At post observation conference, the teacher will be expected to reflect on the degree of success of the instructional technology.
4. **Courses From Outside Providers**: Staff may choose to take courses from outside providers. Pre-approval must be granted for the courses and submission for pre-approval must take place by January 1st of each school year. Part of the pre-approval process will include staff providing adequate rationale outlining intended goals for professional growth with instructional technology.

All technology training must be completed prior to May 15th of the current work year. Summer workshops will be credited toward the following school year. Workshops will be offered in the summer and both semesters of the school year. During the school year, workshops can be offered during the mornings before school, afternoons or evenings after school and weekends.

The District will pay any fees associated with the workshop.

One in-service day will be utilized prior to the start of the school year as one-half day for elementary and middle school research based instructional strategies by grade levels and high school research based instructional strategies by departments and an additional one-half day of in-service for grade level team, and/or department planning. Administration shall not schedule building or personnel meetings during the before-mentioned half days. Two (2) in-service days held throughout the school year will be focused on acceptable Act 48 hour initiatives as discussed and recommended by the Professional Development Committee in conjunction with the Superintendent of Schools.

Notification of Professional Vacancies

5.03 The Board shall notify the employees of professional job vacancies and anticipated vacancies occurring within the school district and will permit the employees to indicate a desire to fill any such vacancy. While the Board shall consider any written application filed with it, the Board shall have the sole right to fill a job vacancy.

Employees will complete a letter of intent prior to April 1 each year, indicating their desires for a transfer of grade level, subject matter or building. Notifications of job vacancies will be posted on the district website and announced via district wide e-mails, noting the date of posting. Each notification shall remain posted for a minimum of two calendar weeks. The District shall contact those who expressed interest via the letter of intent with a personal phone call or a letter delivered either through inter-district mail during the school months or to their home during the summer months. While the Board shall consider the expressed interest of the employee, the Board is not required to conduct an interview of the employee nor are they required to make the requested transfer.

“Regular” Teachers Who Substitute for “Regular” Teachers

5.04 During the absence of any teacher, a substitute shall be hired for such teacher except in case of emergency where a substitute cannot be obtained. If a “regular” teacher is assigned by the principal or her/his designee to substitute for another teacher during the “regular” teacher’s planning time, the “regular” teacher shall be paid at the rate of ~~\$29.24 per hour for 2014/15, \$30.04 per hour for 2015/16 and \$30.85 per hour for 2016/17~~ **\$31.68 per hour for 2017/18 and \$32.55 per hour for 2018/19**. This additional compensation will not be provided for those “regular” teachers called upon to substitute during a “principal’s discretion,” or similar, period.

Teacher Assignment

5.05 Each employee shall be given written notice of a change of assignment ordinarily no later than July 31. Such notice shall specify the building, grade level, and subject area to which the employee is assigned. If it is necessary to change a teacher’s assignment after July 31, the teacher shall be notified immediately. Students with I.E.P.s and “service agreements” will be identified when class rosters are distributed prior to the school year--as will students whose health/condition requires accommodations by the students’ teachers.

Lunch Period

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

Upon informing his or her building principal or said principal’s designee, an employee may leave his or her building during the employee’s lunch period upon signing in and out. Employees failing to return to duty at the close of his or her lunch period shall have this privilege revoked.

Reduction in Force

5.07 Any reduction in force of employees shall be done by reverse seniority within the school district.

1. Seniority for professional employees shall be calculated in accordance with following rules:
 - a. Seniority shall be defined as the employee's length of continuous service (including approved leaves of absence) in the school district calculated from the date of board approval of his or her employment with the district or the first date of work, whichever is earlier.
 - b. In the event that two or more employees were approved for employment on the same day, and otherwise have the same seniority, it will be deemed that the employees have a tie in seniority, which tie will be broken based on alphabetical order of the last name of the two or more employees when approved for employment by the Board of School Directors.
 - c. During employment on a part-time basis in the bargaining unit, proportionate seniority credit shall be granted based on the numerical value of the established part-time component.
 - d. Fractional service shall be rounded to the nearest tenth of a year, both for purposes of part-time service and for service that is less than a year in length. For service that is less than a year in length, the fraction shall be determined by the number of work days for that employee during the year, divided by 190 work days during the year. The fraction shall then be converted to a decimal and then rounded to the nearest tenth.

For purposes of this paragraph, a year refers to a school year.

- e. If there is a break in service, the time before the break in service and during the break in service shall not count towards seniority. A break in service shall mean a time when there is no employment relationship between the School District and employee resulting from such things as retirement, resignation and dismissal.
2. Deadline for determining certification of a professional employee is as follows:
 - a. It is the employee's responsibility to promptly provide written notification and documentation to the District of any new certification or changes to his or her certification status for placement in the personnel file.
 - b. Certificates in place, or pending certificates, for those employees who can present documentation that they are awaiting final paperwork from the Department of Education, at the time of Board of School Directors action to suspend professional employees or to not renew temporary professional employees shall govern any bumping rights of any affected employee.
 - c. All certificates obtained subsequent to the suspension will be considered for recall purpose.
 3. A copy of the seniority list shall be provided to the Association on or about February 1st, if requested.
 4. The Board may utilize "straight-line realignment" when identifying employees to be suspended or non-renewed.

ARTICLE VI – WAGES AND WORKING CONDITIONS

Classification and Rates of Pay

6.00 Employees shall be classified, where so required, pursuant to the requirements of the PA School Code of 1949, as amended. The rates of pay for employees subject to this Collective Bargaining Agreement shall be as set forth in Appendix A attached hereto and made a part hereof. Salary increases shall be ~~2.8% for 2014/15, 2.75% for 2015/16 and 2.7% for 2016/17. The steps in the matrix shall be reduced from 16 to 15 in 2015/16.~~ **2.7% for 2017/18 and 2.75% for 2018/19.**

~~For the 2014/15 retroactive pay, each individual may request in writing to delay this payment and have it deposited into their HSA on the first pay of August 2015.~~

Salary Calculations

6.01 Percentage increases in salary will be based on the total professional salaries being paid on January 10, 2014. Total professional salaries will exclude substitute teachers' salaries and long-term substitute teachers' salaries. These salaries will be paid according to the salary scale structure specified in this contract to all bargaining unit members eligible under this agreement.

Teachers of Special Education Children, Gifted or Speech and Hearing Impaired Children

6.02 Teachers who hold and are using a current Pennsylvania certificate, including emergency certification, in special education will receive \$400.00 annually in addition to their regular salary.

Staff will be provided a maximum of two contractual days per school year to support the IEP management process. Days will be scheduled as needed through the Supervisor of Special Education. Mondays and Fridays may not be used for this purpose. Consecutive dates are also prohibited unless the Supervisor of Special Education concurs that there is a unique need for successive days to be utilized. The two dates are to be utilized exclusively for IEP writing or information gathering. Work should take place on school property unless offsite work is authorized by the Supervisor of Special Education.

All teachers attending IEP/IEP Team and/or MDT meetings beyond the work day/work year shall be compensated by the hourly additional service pay identified in Section 6.04 for the duration of this agreement. Any portion of an hour will be paid as one full hour. When possible, times for meetings will be mutually agreed upon by the affected parties. Compensation only applies to meetings which occur outside the normal work day and must have a duration of at least 20 minutes beyond the work day.

Employees Who Are Contracted to Work an Extended School Year

6.03 Salaries of employees contracted for service beyond the school calendar year (e.g. librarians, guidance counselors, school psychologist) shall be determined by dividing their appropriate (step) salary by the number of teacher days in the school year and then multiplying that quotient by the number of additional days for which they are contracted to work. Professional employees with extended-year contracts are paid on a per diem basis from time sheets submitted by those employees who have extended-year contracts. The foregoing does not apply to summer school teachers or teachers employed periodically for other administration-approved summer activities.

The administration will notify those with extended year contracts of their summer schedule (June-August) not later than March 1.

If the District is required to conduct evaluations that fall outside the extended contracted days for school psychologists, the District agrees to pay a flat dollar amount of ~~\$400~~ \$425 per evaluation in 2017/18 and \$450 per evaluation in 2018/19 if the District's psychologist conducts the evaluation.

Additional Service Pay

6.04 The following hourly rates of pay shall be paid for extra services:

	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>
Summer School Instructors	\$29.24	\$30.04	\$30.85
Curriculum Writing	\$29.24	\$30.04	\$30.85
Homebound Instruction	\$29.24	\$30.04	\$30.85
ESY / Special Ed Meetings	\$29.24	\$30.04	\$30.85
After School Detention	\$21.36	\$21.95	\$22.54
Saturday Detention	\$22.49	\$23.11	\$23.74

	2.70%	2.75%
	2017/18	2018/19
Summer School Instructors	\$31.68	\$32.55
Curriculum Writing	\$31.68	\$32.55
Homebound Instruction	\$31.68	\$32.55
ESY / Special Ed Meetings	\$31.68	\$32.55
After School Detention	\$23.15	\$23.79
Saturday Detention	\$24.38	\$25.05

Extracurricular Salaries

6.05 Refer to the new agreement and extracurricular spreadsheet (Appendix B) that provides for a 2.8% increase for 2014/15, 2.75% for 2015/16 and 2.7% for 2016/17. 2.7% increase for 2017/18 and 2.75% for 2018/19.

In addition to the base salary, all coaches shall receive \$55 per year of experience. Those employees included in Appendix “B” will receive a ‘lump sum’ payment at the end of the appropriate season. Payment will be made when all paperwork and equipment have been turned in to the Athletic Director. Payment will be made as follows:

- Fall sports payment - Second pay period in November
- Winter sports payment - Second pay period in March
- Spring sports payment - First pay period in June

Payment in full-year contracts will be divided between the listed pays. Payment may be withheld if paperwork is not completed, as requested by the Athletic Director.

Head coaches will be allowed one (1) clinic per year, per position. Each assistant coach will be entitled to attend one (1) clinic every two (2) years. Assistant coaches will be entitled to the same on an alternating basis. Three (3) middle school coaches of the same sport budget and three (3) high school coaches of the same sport budget will attend any one clinic as approved by the head coach. Up to \$200 per coach will be allotted toward the cost of each clinic. Only one (1) day of school time is allowed per clinic, per coach, per year, per sport according to these clinic provisions.

Coaches will receive an additional \$20 for each practice or competition day for extended season play because of post-season competition, with the Athletic Director’s approval. If a season is extended due to participation in playoffs or similar post-season endeavor that requires specific qualification or invitation for such appearance, the individuals employed for Extra Duty Positions will receive additional compensation. The season shall be considered extended, pending approval by the administration and include:

1. After the District Meet for Track, Swimming (boys and girls), Cross County and Wrestling.
2. After the Chapter Competition for Marching Band
3. Qualifying for District Playoffs for Football (to include Cheerleaders and Marching Band), Field Hockey, Golf, and Basketball (boys and girls, to include Cheerleaders)

4. After the last regularly scheduled game for Baseball, Soccer (boys and girls, to include Cheerleaders) and Softball

Coaches hired during the life of this contract will be given the base salary plus \$27.50 for each year of prior coaching experience outside of the Big Spring School District. Coaches will be given years of service credit for their years of experience at Big Spring at a rate of \$55.00 per year.

New Positions

6.06 If the Board creates new supplemental contract positions, the Board shall determine the base salary(ies). The Board shall negotiate with the Association for additional compensation as the positions require.

Travel Reimbursement

6.07 Employees required to use personal vehicles in the course of employment with the Board shall be reimbursed at the maximum rate allowable by the Internal Revenue Service for each year. Course of employment shall not be deemed to include traveling to and from employment. The employer shall provide insurance coverage for each member of the bargaining unit who is expected to use a motor vehicle in the course of employment or who is specifically requested or authorized by a member of the administration to use a personally-owned motor vehicle on school business. The excess coverage shall protect the bargaining unit member against personal liability claims arising out of a motor vehicle accident to the limits of \$500,000.00 each person, \$1,000,000.00 each occurrence for personal injury and \$100,000.00 property damage, provided that such bargaining unit member has basic coverage of \$250,000 each person, \$500,000 for all injuries, and \$100,000 each occurrence for property damage or in lieu of the three aforementioned limits, a \$300,000 Combined Single Limit (CSL) policy. Those bargaining unit members who regularly use a personal automobile for school purposes shall furnish the employer with a certificate documenting their insurance coverage.

Severance Allowance

6.08 At retirement or death while in school district service, professional employees or their beneficiaries shall be paid the maximum cash sum determined by one of the following two options.

By multiplying for ~~2014/15, \$235 for 2015/16, \$240 and \$245 for 2016/17~~ **2017/18, \$250 and 2018/19, \$255 times** the number of full years of service in the Big Spring School District since the beginning of the Big Spring School District on July 1, 1952. The employee must have a minimum of twenty (20) years of service in the district to qualify for this option.

OR

By multiplying eighty percent (80%) of the substitute per diem rate paid at the time of retirement by the number of accumulated, unused sick leave days.

Maximum severance is ~~\$17,000 in 2014/15, \$17,000 in 2015/16 and \$17,000 in 2016/17~~ **\$17,500 for 2017/18 and 2018/19.**

Unless otherwise specified by the employee, any beneficiary(ies) shall mean the primary beneficiary(ies) designated by the employee to the Pennsylvania Public School Employees' Retirement System.

To receive the benefit in case of retirement, the professional employee must give notice by April 1 of the year of retirement. An employee who has a major life change such as spouse relocation more than fifty (50) miles, death of a member of the immediate family or serious illness of the employee or

a family member, requiring the employee to provide physical care will not be required to abide by the April 1 deadline for notification. In case of extraordinary circumstances not outlined above, on a non-precedential basis, the Superintendent may waive the notice requirement.

Employees who qualify for contractual payments under Section 6.08, Severance Allowance, shall have the payments deposited into a 403(b) tax-sheltered annuity or HSA account, or some combination of the two, as established by the eligible employee. The 403(b) account must be established prior to separation of service. The HSA option is limited to those who have a District QHDHP at the time of separation.

This is an employer contribution and no cash option is available. Contributions are limited in any one year to Section 415 limits. Excessive contribution amounts shall be made to the employees in the next and subsequent years up to the 415 limit until the eligible employer contribution amount has been transmitted to the employee's 403(b) or HSA account. The design of the agreement is intended to provide tax savings to the District and the employees of the District by depositing amounts hereunder directly into a 403(b) or HSA program, while permitting the employees to exercise investment control over the accounts until employees elect to withdraw amounts from the accounts.

Tax Sheltered Annuity

6.09 The Board will continue to make available the "tax sheltered annuity" program in effect at the execution of this Collective Bargaining Agreement.

The following rules will prevail:

- 1) Each annuity provider must have contracted for at least three (3) teacher's policies to be eligible to participate.
- 2) Those employees who elect to participate with one of the annuity providers provided by the District may enroll at any time.
- 3) The total number of District-approved companies available to current participants will be limited to four (4) however, any employee currently contributing to a District-approved annuity provider may continue contributing to the District-approved annuity provider during the life of this contract.

Salary Credit for Out of District Service

6.10 Employees shall be granted credit for professional experience in public schools gained outside the district. Employees hired after June 30, 1992, shall receive at least one-half (1/2) year of credit for every one (1) year of prior professional public school service.

Direct Deposit

6.11 All employees included in this Collective Bargaining Agreement must participate in the District's "direct deposit" payroll plan. The financial institution for the direct deposit, which may change from time to time, shall be selected by the employee.

Employee Evaluation

6.12 *Open Evaluation* – All monitoring or observation of any type of the work performance of professional or temporary professional employees shall be conducted openly and with the full knowledge of the employee.

Personnel File – Contents Available – An employee shall have the right, upon request, to review the contents of his/her personnel file, except for confidential references, in the presence of an assigned

administrative office employee, and to secure copies of any documents contained therein at the cost of said employee. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and his/her designee and attached to the file copy.

No Separate File – Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish a separate personnel file that is not available for the employee’s inspection. Employee health records are filed separately from the employee’s personnel file.

Masters Equivalency

6.13 In order to move beyond the Masters’ column of the Salary Schedule, a member of the bargaining unit must have obtained an earned Masters’ Degree. Holders of a Masters’ Equivalency as of June 30, 2009 may continue to move on the schedule as credits are obtained.

Pay Period

6.14 Pay shall be based on twenty-four equal pay periods for bargaining unit members. Pay shall be distributed on the 15th and 30th of each month. In the event that the 15th or 30th falls on a banking holiday or weekend, pay shall be distributed on the business day prior to the 15th or 30th. The district shall provide pay schedules to bargaining unit members prior to the start of the school year detailing the dates in which pay shall be distributed.

The first pay of the year shall be the last pay in August and the last pay for the year shall be the first pay in August of the following year.

ARTICLE VII – CONFORMITY TO LAW – SAVINGS CLAUSE

Savings Clause

7.00 If any provision of this Collective Bargaining Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Collective Bargaining agreement shall remain in force.

ARTICLE VIII – SAFETY AND HEALTH

Sanitary Facilities

8.00 The Board shall maintain sanitary wash rooms, toilet facilities, education facilities, and faculty rooms.

Safety

8.01 The Board shall continue to take all reasonable precautions to protect the health and safety of its employees during their work. Employees shall use safety appliances, methods, drills, and instruction, if required by the Board.

Employees who observe or who become aware of unsafe conditions shall report the conditions immediately to the Principal of the building to which such employee is assigned.

Employee attendance shall not be required whenever student attendance is not required because of inclement weather. When a school building is closed early because of inclement weather or other

unforeseen emergency, employees in the bargaining unit shall be permitted to leave no later than thirty (30) minutes after the students have been dismissed.

ARTICLE IX – MISCELLANEOUS

Student Evaluation

9.00 Teaching employees shall have the initial responsibility of determining the grades and evaluation of students. No grade or evaluation of a student given by the student's teacher shall be changed by the administration without consulting the teacher involved. Only the administration may make such grade changes.

Professional Miscellaneous Provision

9.01 In the event of a dispute or difference involving a professional employee who is reprimanded in writing or transferred, the parties hereto shall continue to transact and carry out their business in the same manner as at the time of the arising of said dispute until a settlement is reached through the Grievance and Arbitration Procedure.

No Strike Provision

9.02 The Association pledges that its members will not engage in a strike as that term is defined in the Public Employee Relations Act (Act 195 of 1970) during the term of this Agreement.

Captions

9.03 The captions, paragraph numbers, article numbers and index appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs or articles of this Collective Bargaining Agreement nor in any way affect this Agreement.

Multiple Counterparts

9.04 This Collective Bargaining Agreement may be executed in multiple counterparts, each of which, for all purposes, shall be considered an original.

Complimentary Extracurricular Passes

9.05 Each professional employee shall be entitled to a complimentary extracurricular pass. This complimentary pass shall entitle the employee and one guest to be admitted to student-sponsored extracurricular events held at Big Spring. Complimentary extracurricular passes are not transferable.

National Board for Professional Teaching Standards

9.06 Any professional employee who earns national teacher certification through the National Board for Professional Teaching Standards will receive, in addition to any other salary and benefits considerations, a bonus of \$1,500 every fiscal year. This bonus will be paid in August following the fiscal year in which the teacher earns said certification, upon the submission of acceptable documentation to the Superintendent of Schools. This compensation will not be included as a part of the base salary. The bonus will continue to be paid to the employee as long as she/he maintains her/his National Board for Professional Teaching Standards certification and is employed as a properly-certified teacher in the Big Spring School District.

Terms of Agreement and Waivers

9.07 The parties agree that no additional negotiations on this agreement will be conducted on any item, with the exception of health benefits, whether contained in this agreement or not, during the life of this agreement which shall be from July 1, 2014 through June 30, 2017 2017 through June 30, 2019.

Non-Resident Student Tuition

9.08 The District shall waive non-resident tuition fees for non-resident teachers who choose to send their children to the Big Spring School District. The waiver will apply only to those children who attend a school building within the Big Spring School District on a daily basis. Transportation shall be the responsibility of the teacher. If the child is of elementary age, building assignment will be determined by the District.

ARTICLE X – BENEFITS

Health Care Insurance

10.00 All bargaining unit members who are employed for at least .51 full-time equivalent and her or his dependents, including children who are less than age twenty-six (26), shall have their medical benefits covered by the plan outlined below. If the District employs a married couple as of June 30, 2001, the District will provide separate insurance policies for the couple unless the couple requests a single policy. After July 1, 2001, all married couples, except those couples married and employed by the Big Spring School District as of June 30, 2001, will be permitted one insurance policy per couple for 2014/15. Beginning July 1, 2015 married couples working for the District may choose a single contract or separate contracts based on their needs.

Big Spring School District will make coverage for insurance benefits available to spouses of employees in limited circumstances. Spouses who work for and are eligible for medical coverage from any of the following entities will not be eligible for BSSD medical coverage:

- Federal Government, Federal Courts and Military
- Commonwealth of Pennsylvania
- County government
- Public School Districts, charter and cyber schools, higher education and other public school entities

Spouses of a BSSD employee not employed by the entities noted above are eligible for BSSD medical coverage at premium share below.

As of July 1, 2015, the Plan will convert to a five contract rate structure as shown below. Those bargaining unit members participating in the plan will contribute, via payroll deduction, a percentage of the annual premium as shown below.

<u>Contract Type</u>	<u>Premium Share Per Contract Type</u>		
	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>
Employee (EE)	12.0%	8.0%	8.0%
EE + Child	12.0%	8.0%	8.0%
EE + Children	12.0%	8.0%	8.0%
EE + Spouse	12.0%	12.0%	12.0%
Family	12.0%	12.0%	12.0%

<u>Contract Type</u>	<u>2017/18/19</u>
Employee (EE)	8.0%
EE + Child	8.0%
EE + Children	8.0%
EE + Spouse	12.0%
Family	12.0%

For the 2014/15 year, the current medical and Rx benefits described in the CBA that expired on June 30, 2014 will remain in effect until June 30, 2015. Beginning July 1, 2015, Big Spring School District will provide a Capital Blue Cross Qualified High Deductible Health Plan (QHDHP) with a Health Savings Account (HSA). All payments to the HSA will be made on the first pay of August for current employees and the first pay in September for new employees. Any fees for the account shall be the responsibility of the individual who owns the account. The plan shall have the following components:

- Deductible will be \$1400 for single coverage and \$2800 for family coverage. Note that QHDHP defines family deductible for those plans with two or more individuals. If required by IRS action, the QHDHP deductible amount shall increase to match the minimum IRS guidance to maintain a qualified plan.
- In-network deductible, coinsurance and Rx expenses accumulate to the in-network out of pocket maximum.
- The employee shall pay a 10% coinsurance after the deductible for medical services until the in-network out of pocket of maximum is met. After deductible, the prescription drug coinsurance with min/max as outlined in 10.01 also applies to the in-network out of pocket maximum until met. Out of Network coinsurance shall be 20%.
- In-Network Out of Pocket Maximum is \$2,000 for single coverage and \$4,000 for family coverage. Out-of-Network Out of Pocket Maximum shall be \$4,000 for single and \$8,000 for family coverage.
- Employee payroll deposits into the HSA are restricted to a single third party administrator that is mutually agreed upon by the Association and Board. Employees shall annually set their payroll contribution amount during the open enrollment period with changes restricted to life changing events or as approved by the Superintendent or Assistant Superintendent.

The District shall make a contribution each year into the Employee's HSA:

- ~~For 2015/2016 (Deposited on the 1st pay of August 2015): Single \$400 / Family \$800~~
- ~~For 2016/2017 (Deposited on the 1st pay of August 2016): Single \$350 / Family \$700~~

- For 2017/18, deposited first pay in August 2017, single \$500 / family \$1000
- For 2018/19, deposited first pay in August 2018, single \$550 / family \$1100

There will be a Health Care Committee made up of three District representatives, selected by the Board, and three Association representatives, selected by the Association leadership, for the purpose of planning, implementing and monitoring the modifications to the plans identified in the previous paragraphs.

The District will provide the prescribed healthcare as defined above and make an additional annual ~~\$300~~ \$350 HSA contribution per contract payable the first pay in July for those employees who choose to participate and qualify in the previous year Wellness Program, based on the criteria set forth by the Wellness Committee. The Wellness Committee shall consist of four representatives from the Board of School Directors or their representatives and four representatives of the Association. The Board of School Directors and the Association shall each determine their methods of how their representatives to the Wellness committee are selected.

It is the intent that the Wellness Committee will create, administer and implement a fair and reasonable program so that all members of the collective bargaining agreement have an equitable opportunity to qualify for wellness HSA payment. All proposed programs and decisions must have a majority-plus one vote of the Wellness Committee. The Wellness Committee does not have authority to make monetary changes to the contract. See Appendix C for specific details on the Wellness Plan.

The School District shall establish the plan described above in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code, as amended. Employees who participate in the plan are eligible to participate in a Section 125 Employee Benefit Cafeteria Plan. Employees will contribute pre-tax funds, where applicable and permissible, through payroll deduction for the premium share payment. Employees may contribute pre-tax funds, where applicable and permissible, through payroll deduction for permissible options that may include a medical spending account or a health savings account, a dependent care account, universal life insurance, term life insurance (in addition to employer-provided coverage), and disability insurance. Other options for voluntary benefits may be added to this menu from time to time.

The District will provide at least one annual enrollment period for employees to make health care choices. Those individuals who opt out entirely from District-provided medical coverage and who subsequently lose their medical coverage from another source may be re-enrolled in District-provided medical coverage during the life of this contract. Changes during the plan year are restricted to qualified life events.

Prescription Plan

10.01 The prescription plan will become integrated into the QHDHP beginning with the 2015/16 and 2016/17 plan year per IRS guidelines. The cost for prescription drugs will now apply to the QHDHP deductible, as per IRS guidelines. The separate prescription drug \$50 deductible will no longer apply. When the deductible is satisfied, a 20% coinsurance with minimums and maximums will apply (as noted below) until the out-of-pocket maximum has been met.

Rx coinsurance and minimum/maximums after deductible:

Retail and Specialty (up to 30 day supply):

Generic: 20% \$10 min/\$40 max

Preferred Brand: 20% \$10 min/\$40 max
Non-Preferred Brand: 40%

Mail Order (up to 90 day supply):

Generic: 20% \$20 min/\$80 max
Preferred Brand: 20% \$20 min/\$80 max
Non-Preferred Brand: 40%

There is a 40% coinsurance that will apply where you or your doctor want a brand name drug (non-preferred) even though an equivalent generic is available or the step therapy process is not followed or for non-formulary drugs purchased.

Mandatory Mail Order is required for chronic care prescriptions listed on the maintenance list provided by the pharmacy benefit manager selected by Capital Blue Cross for the plan. Prescriptions will be classified as for chronic care when they are continuing and have remained unchanged for a three-month period. Prior authorization for retail pharmacies will be provided for vacations and as urgent changes or unanticipated needs become known.

Step Therapy will be initiated for newly-identified situations where drugs are not currently being prescribed. Step Therapy will not be employed where the drug substitution may be expected to compromise your medical condition nor where the medication is being taken for emergency situations.

Retirement Health Care Insurance

10.02 The Board shall provide for continuance of health care insurance after retirement until age 65 on the terms detailed in the master policies and contract agreed upon by the Board and the Association. This Health Care Insurance shall be at the retiree's expense except that employees who retire after thirty (30) or more years with the district shall have up to five (5) years of Health Care Insurance benefits provided on the basis of the District paying 50% of the cost of the single employee only coverage plan not to exceed \$4,000 per year for the Capital Blue Cross Qualified High Deductible Plan, subject to the same stipulations listed above and applicable to non-retired employees. No HSA payment(s) are made to retirees. The District does not provide coverage beyond age 65.

Opting Out of District Provided Healthcare

10.03 If any member of the bargaining unit elects to opt out of District provided health care coverage effective with the 2015/2016 plan year and for the period of time associated with this agreement, the District will compensate said employee an additional \$1000 per year, paid over 18 pays from September through May, during each year that this agreement is in effect.

Effective with the 2015/2016 plan year, the District will no longer provide the opt out compensation to a spouse in the event two members (under one insurance contract) are employed by the District and electing health care coverage. Any employee who chooses to opt out of District provided health care coverage must first provide the District's Business Office with documented proof that the employee has other health insurance coverage.

The School District shall establish the plan described above in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code, as amended.

Life Insurance Coverage

10.04 The Board will provide convertible term life insurance coverage in the amount of \$50,000.00 for each employee. The Board shall bear the full cost of this coverage.

Dental Care Insurance

10.05 The Board will pay a maximum of ~~\$43.15~~ \$50 per month per employee for a program and carrier of the Association's choice for a dental care insurance program covering the employee and spouse. Dependents are eligible until they reach age eighteen (18); if a full time student, they may be covered up to age twenty-three (23). The employer will deduct the remaining premium in twenty-four (24) equal installments. **Those who retire on or after July 1, 2017 are not eligible for dental coverage with the District.**

Vision Care Insurance

10.06 The Board shall provide vision insurance that is mutually-acceptable to the Board and the Association. Coverage shall include both employees and spouse. Dependents are eligible until they reach age eighteen (18); if a full time student, they may be covered up to age twenty-three (23). The Board's contribution during the course of this agreement shall not exceed \$10 per month per employee. **Those who retire on or after July 1, 2017 are not eligible for vision coverage with the District.**

Reimbursement for College Graduate Credits

10.07 Reimbursement for college graduate credits shall be at the lesser of the actual college/university rate, or ~~\$240~~ \$250 per credit for those members of the bargaining unit working only toward permanent certification and who are not accepted into and enrolled in a documented college approved or a university-approved certification program, a Master's Degree program (not a Master's Degree Equivalency), or a doctoral program (not a doctoral degree equivalency).

For those members of the bargaining unit who are accepted into and enrolled in a documented college-approved or university-approved certification program, Master's Degree program or doctoral program, and for all members of the bargaining unit who have an earned Master's Degree, reimbursement shall be the lessor of the actual college or university rate or ~~\$450 per graduate credit for 2014/15; \$465 per graduate credit for 2015/16; \$480 per graduate credit for 2016/17~~ **\$490 per graduate credit for 2017/18 and \$500 per graduate credit for 2018/19**. All courses must have the prior approval of the Superintendent, and such approval shall be final and binding.

Beginning on July 1, 2015, all members of the bargaining unit will be reimbursed the full amount of the negotiated per credit dollar value if they do not have a master's degree, or masters equivalency. After completing a master's degree (or equivalency), all members of the bargaining unit will be reimbursed at 50% of the negotiated per credit dollar value. Reimbursement of the negotiated per credit value will occur up to a maximum of 65 credits during the course of employment in the District. The following exceptions apply:

1. At the request of the District, members may be asked to take courses that when agreed upon by the member, those courses will be paid at 100% of the cost of the course, fees and required materials.
2. ~~Members who have acquired a Master's Degree, or Master's Equivalency, and are currently enrolled in a documented college approved or university approved program~~

~~will be reimbursed at 80% of the negotiated per credit value in 2015/16 and 65% of the negotiated per credit value in 2016/17. At the discretion of the Superintendent.~~

The District shall reimburse the employee following submission of course credit records for pending review by and approval of the Superintendent. The Superintendent will not approve for reimbursement any grade lower than a B minus or its numerical equivalent. A professional employee in the bargaining unit who voluntarily leaves the Big Spring School District must reimburse the school district for 100% of the tuition reimbursement if the departure is within one calendar year of the course completion date and 50% of the tuition reimbursement if the employee's departure is within two calendar years of the course completion date.

ARTICLE XI – TERMINATION CLAUSE

Term

11.00 Except as otherwise provided, this Collective Bargaining agreement shall be effective July 1, ~~2014~~ 2017, and shall remain in full force and effect up to and including June 30, ~~2017~~ 2019.

Upon request by either party hereto, the other party, to the extent legally obligated to do so shall commence bargaining on a new Collective Bargaining Agreement by January 10, ~~2017~~ 2019.

Non-Discrimination and Unlawful Harassment Policies

Big Spring School District Policy of Non-Discrimination

The Big Spring School District is an equal opportunity education institution and will not discriminate on the basis of race, color, national origin, sex, age, religion, and disability in its activities, programs, or employment practices as required by all applicable laws.

For information regarding civil rights or grievance procedures, or for information regarding services, activities, and facilities that are accessible to and usable by handicapped persons, contact the Superintendent of Schools, 45 Mount Rock Road, Newville, PA 17241, at (717) 776-2000.

Big Spring School District Policy Prohibiting Unlawful Harassment

It is the policy of the Big Spring School District that all students and employees should enjoy a learning and working environment that is free from unlawful harassment. No student or employee should be subjected to unsolicited and unwelcome sexual overtures or conduct, whether verbal or physical. This policy prohibits any person, including, but not limited to students, employees, visitors, parents, or independent contractors, from unlawfully harassing another person.

Appendix A – Salary Schedules

Salary Schedules & Step Placement Matrix

2017/2018 Salary Matrix						
Step	Bachelor	Masters	M+15	M+30	M+75	Fm TOP
1	49,600	54,570	55,500	56,430	59,220	14
2	50,000	54,970	55,900	56,830	59,620	13
3	50,400	55,370	56,300	57,230	60,020	12
4	50,800	55,770	56,700	57,630	60,420	11
5	51,900	56,870	57,800	58,730	61,520	10
6	53,000	57,970	58,900	59,830	62,620	9
7	54,100	59,070	60,000	60,930	63,720	8
8	55,275	60,170	61,100	62,030	64,820	7
9	56,450	61,270	62,200	63,130	65,920	6
10	57,625	62,370	63,300	64,230	67,020	5
11	58,825	63,470	64,400	65,330	68,120	4
12	60,025	64,570	65,500	66,430	69,220	3
13	61,225	65,670	66,600	67,530	70,320	2
14	62,425	66,770	67,700	68,630	71,420	1
15	66,025	67,870	68,800	69,730	72,520	Full Pay

2018/2019 Salary Matrix						
Step	Bachelor	Masters	M+15	M+30	M+75	Fm TOP
1	51,169	56,139	57,069	57,999	60,789	14
2	51,569	56,539	57,469	58,399	61,189	13
3	51,969	56,939	57,869	58,799	61,589	12
4	52,369	57,339	58,269	59,199	61,989	11
5	52,769	57,739	58,669	59,599	62,389	10
6	53,869	58,839	59,769	60,699	63,489	9
7	54,969	59,939	60,869	61,799	64,589	8
8	56,144	61,039	61,969	62,899	65,689	7
9	57,319	62,139	63,069	63,999	66,789	6
10	58,494	63,239	64,169	65,099	67,889	5
11	59,694	64,339	65,269	66,199	68,989	4
12	60,894	65,439	66,369	67,299	70,089	3
13	62,094	66,539	67,469	68,399	71,189	2
14	63,294	67,639	68,569	69,499	72,289	1
15	66,894	68,739	69,669	70,599	73,389	Full Pay

2016/17 Position Matrix						
Step	Bachelor	Masters	M+15	M+30	M+75	Fm TOP
1	0	0	0	0	0	14
2	0	0	0	0	0	13
3	2	2	0	0	0	12
4	6	1	0	0	0	11
5	8	8	1	0	0	10
6	3	9	0	0	0	9
7	1	7	2	0	0	8
8	3	22	2	0	0	7
9	1	12,99	2	2	0	6
10	3	7	1	1	0	5
11	2	8	1	2	2	4
12	6	25	4	0	0	3
13	3	7	2	4	0	2
14	0	2	2	0	0	1
15	11	30	4	7	1	Full Pay

229.99

Step Placement Matrix					
2016/17		2017/18		2018/19	
Step	Yrs Exp	Step	Yrs Exp	Step	Yrs Exp
				14	1
		14	1	13	2
14	1	13	2	12	3
13	2,3	12	3,4	11	4,5
12	4	11	5	10	6
11	5	10	6	9	7
10	6,7,8	9	7,8,9	8	8,9,10
9	9	8	10	7	11
8	10	7	11	6	12
7	11,12	6	12,13	5	13,14
6	13,14	5	14,15	4	15,16
5	15	4	16	3	17
4	16	3	17	2	18
3	17,18	2	18,19	1	19,20
2	19,20	1	20,21	Full Pay	21+
1	21	Full Pay	22+	Full Pay	21+
Full Pay	22+	Full Pay	22+	Full Pay	21+

Appendix B – Athletics & Student Activities

PIAA Sanctioned Athletics	2017-18	2018-19
Baseball - Head Coach	\$3,553	\$3,651
Baseball - Assistant Coach	\$2,181	\$2,241
Baseball - Assistant Coach	\$2,181	\$2,241
Boys Basketball - Head Coach	\$4,635	\$4,763
Boys Basketball - Assistant High School	\$3,134	\$3,220
Boys Basketball - Assistant High School	\$3,134	\$3,220
Boys Basketball - Assistant Middle School	\$2,414	\$2,480
Boys Basketball - Assistant Middle School	\$2,414	\$2,480
Girls Basketball - Head Coach	\$4,635	\$4,763
Girls Basketball - Assistant High School	\$3,134	\$3,220
Girls Basketball - Assistant High School	\$3,134	\$3,220
Girls Basketball - Assistant Middle School	\$2,414	\$2,480
Girls Basketball - Assistant Middle School	\$2,414	\$2,480
Cross Country - Head Coach	\$3,553	\$3,651
Cross Country - Assistant High School	\$1,445	\$1,485
Cross Country - Assistant High School	\$1,445	\$1,485
Field Hockey - Head Coach	\$4,066	\$4,178
Field Hockey - Assistant High School	\$2,586	\$2,657
Field Hockey - Assistant High School	\$2,586	\$2,657
Field Hockey - Assistant Middle School	\$2,018	\$2,073
Field Hockey - Assistant Middle School	\$2,018	\$2,073
Football - Head Coach	\$5,573	\$5,726
Football - Assistant High School	\$3,553	\$3,651
Football - Assistant High School	\$3,553	\$3,651
Football - Assistant High School	\$3,553	\$3,651
Football - Assistant High School	\$3,553	\$3,651
Football - Assistant High School	\$2,762	\$2,838
Football - Assistant High School	\$2,762	\$2,838
Football - Assistant High School	\$2,762	\$2,838
Football - Assistant High School	\$2,762	\$2,838
Golf - Head Coach	\$1,501	\$1,543
Soccer Boys - Head Coach	\$4,066	\$4,178
Soccer Boys - Assistant High School	\$2,586	\$2,657
Soccer Boys - Assistant High School	\$2,586	\$2,657
Soccer Boys- Assistant Jr. High	\$2,018	\$2,073
Soccer Boys- Assistant Jr. High	\$2,018	\$2,073
Soccer Girls - Head Coach	\$4,066	\$4,178
Soccer Girls - Assistant High School	\$2,586	\$2,657
Soccer Girls - Assistant High School	\$2,586	\$2,657
Soccer Girls- Assistant Jr. High	\$2,018	\$2,073
Soccer Girls- Assistant Jr. High	\$2,018	\$2,073

PIAA Sanctioned Athletics (cont.)	2017-18	2018-19
Softball - Head Coach	\$3,553	\$3,651
Softball - Assistant Coach	\$2,181	\$2,241
Softball - Assistant Coach	\$2,181	\$2,241
Swimming - Head Coach	\$4,066	\$4,178
Swimming - Assistant High School	\$2,586	\$2,657
Swimming - Assistant High School	\$2,586	\$2,657
Track - Head Coach	\$4,066	\$4,178
Track - Assistant High School	\$2,586	\$2,657
Track - Assistant High School	\$2,586	\$2,657
Track - Assistant High School	\$2,586	\$2,657
Track - Assistant High School	\$2,586	\$2,657
Track - Assistant Middle School	\$2,018	\$2,073
Track - Assistant Middle School	\$2,018	\$2,073
Track - Assistant Middle School	\$2,018	\$2,073
Volleyball - Head Coach	\$3,553	\$3,651
Volleyball - Assistant High School	\$2,181	\$2,241
Volleyball - Assistant High School	\$2,181	\$2,241
Volleyball - Assistant Middle School	\$2,018	\$2,073
Volleyball - Assistant Middle School	\$2,018	\$2,073
Wrestling - Head Coach	\$5,573	\$5,726
Wrestling - Assistant High School	\$3,553	\$3,651
Wrestling - Assistant High School	\$3,553	\$3,651
Wrestling - Assistant Middle School	\$2,762	\$2,838
Wrestling - Assistant Middle School	\$2,762	\$2,838
Extra-Curricular Athletics and Activities		
Agriculture Education Program Coord	\$7,433	\$7,638
Agriculture Education Program Coord	\$7,433	\$7,638
Band Director - High School	\$7,433	\$7,638
Band Director - Middle School	\$3,290	\$3,381
Cheerleading - Assistant High School	\$3,276	\$3,366
Cheerleading - Assistant Middle School	\$3,020	\$3,103
Cheerleading - Head Coach	\$5,118	\$5,259
Choral Director - High School	\$3,899	\$4,007
Dance Team	\$2,193	\$2,254
Fitness Center/Strength Coord - Fall	\$2,488	\$2,557
Fitness Center/Strength Coord - Spring	\$2,488	\$2,557
Fitness Center/Strength Coord - Summer	\$3,110	\$3,195
Fitness Center/Strength Coord - Winter	\$2,488	\$2,557
Student Assistance Coordinator	\$4,874	\$5,008
Student Assistance Coordinator	\$4,874	\$5,008
Event Pay		
Event Help - Away	\$59.00	\$60.00
Event Help - Home - Single and Double Headers	\$43.00	\$44.00
Event Help - Home - Triple Headers	\$59.00	\$60.00
Game Manager/Coordinator	\$59.00	\$60.00

Appendix B – Athletics & Student Activities – Page 2

Co-Curricular Clubs and Responsibilities		
Tier 1	2017-18	2018-19
Department Head - Art	\$2,193	\$2,254
Department Head - Business	\$2,193	\$2,254
Department Head - Counseling	\$2,193	\$2,254
Department Head - ELA	\$2,193	\$2,254
Department Head - Librarian	\$2,193	\$2,254
Department Head - Math	\$2,193	\$2,254
Department Head - Music	\$2,193	\$2,254
Department Head - Nurse	\$2,193	\$2,254
Department Head - Physical Education	\$2,193	\$2,254
Department Head - Science	\$2,193	\$2,254
Department Head - Social Studies	\$2,193	\$2,254
Department Head - Technology/Agriculture	\$2,193	\$2,254
Department Head - World Language	\$2,193	\$2,254
High School Yearbook	\$2,193	\$2,254
HS Assistant Marching Band	\$2,193	\$2,254
Summer School Coordinator	\$2,193	\$2,254
Title I Coordinator	\$2,193	\$2,254
Tier 2		
Assistant Department Head - ELA (ELEM)	\$1,462	\$1,502
Assistant Department Head - ELA (MS)	\$1,462	\$1,502
Assistant Department Head - Math	\$1,462	\$1,502
Assistant Department Head - Science	\$1,462	\$1,502
Assistant Department Head - Social Studies	\$1,462	\$1,502
Assistant Department Head - Special Ed	\$1,462	\$1,502
Assistant Department Head - Special Ed	\$1,462	\$1,502
Assistant Department Head - Special Ed	\$1,462	\$1,502
Elementary Band	\$1,462	\$1,502
High School Drama Director	\$1,462	\$1,502
High School Musical Director	\$1,462	\$1,502
High School Student Council	\$1,462	\$1,502
High School Student Council	\$1,462	\$1,502
Induction Teacher Coordinator	\$1,462	\$1,502
Tier 3		
High School Junior Class Advisor	\$975	\$1,002
High School Literary Magazine	\$975	\$1,002
High School Literary Magazine	\$975	\$1,002
High School Musical Asst. Director	\$975	\$1,002
High School Musical Choreographer	\$975	\$1,002
High School Musical Pit Director	\$975	\$1,002
High School Musical Stage Manager	\$975	\$1,002
High School Musical Vocal Coach	\$975	\$1,002
High School Senior Class Advisor	\$975	\$1,002
Marching Band Field Staff	\$975	\$1,002
Marching Band Field Staff	\$975	\$1,002
Middle School Chorus	\$975	\$1,002
Middle School Student Council	\$975	\$1,002
Middle School Student Council	\$975	\$1,002
Middle School Team Leader - 6th grade	\$975	\$1,002
Middle School Team Leader - 6th grade	\$975	\$1,002
Middle School Team Leader - 7th grade	\$975	\$1,002
Middle School Team Leader - 7th grade	\$975	\$1,002
Middle School Team Leader - 8th grade	\$975	\$1,002
Middle School Team Leader - 8th grade	\$975	\$1,002
Middle School Team Leader - Arts	\$975	\$1,002

Tier 4	2017-18	2018-19
1st Grade Level Leader	\$609	\$626
2nd Grade Level Leader	\$609	\$626
3rd Grade Level Leader	\$609	\$626
4th Grade Level Leader	\$609	\$626
5th Grade Level Leader	\$609	\$626
Art Club	\$609	\$626
Club CARE	\$609	\$626
Club CARE	\$609	\$626
Club CARE	\$609	\$626
Club TEMPUS	\$609	\$626
FBLA	\$609	\$626
High School Mock Trial Coach	\$609	\$626
High School Mock Trial Coach	\$609	\$626
High School National Honor Society	\$609	\$626
High School National Honor Society	\$609	\$626
Kindergarten Grade Level Leader	\$609	\$626
Mentor Teacher	\$609	\$626
Middle School Memory Book	\$609	\$626
Middle School Memory Book	\$609	\$626
Middle School TV Studio	\$609	\$626
National Junior Honor Society	\$609	\$626
National Junior Honor Society	\$609	\$626
Shakespeare Troupe Advisor	\$609	\$626
Shakespeare Troupe Advisor	\$609	\$626
Shakespeare Troupe Advisor	\$609	\$626
Technology Student Association Advisor	\$609	\$626
Tier 5		
Dawg Pound	\$366	\$376
Dawg Pound	\$366	\$376
Elementary Quiz Bowl	\$366	\$376
Elementary Quiz Bowl	\$366	\$376
Elementary Quiz Bowl	\$366	\$376
Elementary Quiz Bowl	\$366	\$376
Elementary Quiz Bowl	\$366	\$376
Elementary Quiz Bowl	\$366	\$376
Elementary Quiz Bowl	\$366	\$376
Freshman Class Advisor	\$366	\$376
High School Quiz Bowl	\$366	\$376
Honors Chorus	\$366	\$376
Key Club	\$366	\$376
Middle School After School Club Advisor	\$366	\$376
Middle School After School Club Advisor	\$366	\$376
Middle School After School Club Advisor	\$366	\$376
Middle School After School Club Advisor	\$366	\$376
Middle School After School Club Advisor	\$366	\$376
Middle School After School Club Advisor	\$366	\$376
Middle School After School Club Advisor	\$366	\$376
Middle School Quiz Bowl	\$366	\$376
Mu Alpha Theta (Math) Honor Society Adv	\$366	\$376
National Art Honor Society Advisor	\$366	\$376
National Technical Honor Society Advisor	\$366	\$376
Professional Development/Wellness Comm	\$4,392	\$4,512
Rho Kappa (Social Studies) Honor Society A	\$366	\$376
Sophomore Class Advisor	\$366	\$376
Tri M Music Honor Society Advisor	\$366	\$376
Tier 6		
Elementary Chorus	\$213	\$219
Senior Awards Night	\$213	\$219

Appendix C – Wellness

Wellness Program Description

Active employees who are medical plan participants will have the ability to receive an additional ~~\$300~~ \$350 HSA contribution per contract type for each year by participating in approved wellness activities and earning points for those activities. The activities are designed to encourage better physical, mental and emotional health and assist with the reduction in health care costs through the promotion and adoption of healthy behaviors. Participants will be required to reach 100 points to achieve the reduction in their premium contribution for the following health care plan year.

To be eligible for the HSA payment, employees must submit by May 17th a scorecard of activities that took place during the reporting period of May 16 of the prior year through May 15 of the following current year. The HSA payment is made on first pay of August July following the reporting period. For subsequent plan years, the specific May deadline will be determined by the wellness committee.

Those participating in the wellness program will be given a paper scorecard that outlines eligible activities and the point total associated with each activity. Participants will record their activities on the scorecard and once they have reached 100 points they will go to a secure website to enter the information from their scorecard. (Example: Employees will accumulate points through May 15, 2011 to receive the discounted premiums for the health care plan beginning September 1, 2011.)

Wellness Reporting

Information from the secure website will be managed by First Niagara Benefits Consulting. The information received will be compiled and First Niagara Benefits Consulting will determine which participants have reached the 100 points required to qualify for the ~~\$300~~ \$350 HSA contribution.

Employee documentation of activities will be required. Documentation requirements and guidelines will be developed by the wellness committee and forwarded to employees prior to the second year of the program. (Examples of documentation: doctor's verification of visit, or attendance sheet / certificate for wellness class.)

Each year, First Niagara Benefits Consulting will collect all wellness data, and then provide Big Spring School District with the names of participants that should receive the ~~\$300~~ \$350 HSA contribution. This notification is the only information Big Spring School District will receive. No personal health information will be included in data shared with the district.

Third Party Involvement and Accountability For Future Years

First Niagara Benefits Consulting will continue to collect data, provide reports and work in conjunction with the BSSD medical insurance carriers, currently Capital Blue Cross, to provide aggregate group data on the health risk assessments offered through the carrier websites. The carriers will not provide any individual information and the District will not receive any personal health related information in conjunction with the wellness program.

Dependent Spouse Involvement

Starting with the 2015/16 Plan Year, spouse involvement in the wellness program is not required for the HSA payment.

Dependent Child Involvement

As most employer based wellness programming is designed specifically for adults, the wellness committee has determined that dependent children will not be included in program activities.