

**NEWPORT  
SCHOOL DISTRICT**

**COLLECTIVE BARGAINING  
AGREEMENT**

**JULY 1, 2017 – JUNE 30, 2022**

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## **COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement hereby is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between NEWPORT SCHOOL DISTRICT, (hereinafter referred to as the "Employer") and NEWPORT EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

### **ARTICLE I - PURPOSE OF AGREEMENT**

#### Preamble

1.00 The parties recognize that it is desirable to preserve harmonious relations between the Employer, the Association and the employees of the Employer.

#### Promotion of Efficiency

1.01 In consideration of the obligations undertaken by the Employer in this Collective Bargaining Agreement, the Association will cooperate with and assist the Employer in promoting better efficiency and presenting a continually improved educational program in the school system. It is recognized that the successful operation of the school system can be assured only through the cooperation of the parties hereto. The Association is in full accord with the objective of maximum employee performance and efficiency and, further, shall actively endeavor to maintain a high level of professionalism among the employees in the bargaining unit.

It is recognized that one of the professional responsibilities in education is the attendance at occasional evening conferences. While such attendance cannot be required by the employer, the Association strongly encourages all teachers to attend such meetings and/or conferences.

### **ARTICLE II - RECOGNITION**

#### Association

2.00 The Employer recognizes and acknowledges that the Association is the exclusive representative, for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, of all employees in the unit described in Paragraph 2.01 of this Collective Bargaining Agreement.

#### Unit

2.01 This Collective Bargaining Agreement shall apply to a bargaining unit consisting of all teachers, school counselors, librarians and school nurse included in the unit as certified and determined by the Pennsylvania Labor Relations Board #PERA-R-328-C, dated December 17, 1970; except, however, that all supervisors, first level supervisors, and confidential employees, as defined in the Pennsylvania Public Employee Relations,

are excluded from the bargaining unit.

### Association Membership

2.02 No employee of the Employer shall be required to join or maintain membership in the Association or any other employee organization as a condition or term of employment nor shall membership or non-membership in the Association or any other employee organization have any effect upon an employee's employment or any terms or conditions thereof.

### Membership Dues Deduction

2.03 (a) The Employer shall deduct from the wages of those employees who so authorize such deductions by a proper and lawful written authorization the regular dues of the Association.

(b) The authorization form to be executed by the employees shall contain an assignment, shall be furnished by the Association to the Employer and shall be approved by the Employer prior to being used.

(c) The Association will contact each member yearly and submit an authorization form by October 1st for each member who chooses to pay the dues of the Association by payroll deductions.

(d) The Employer shall make authorized deductions in as nearly equal pay period installments as determined by the Association presuming two weeks advanced notice, prior to the first deduction, is provided to the business office. There shall be deductions in each of the pay periods starting with October. Deducted amounts shall be remitted to the Association promptly after deductions are effected. Should an employee's employment terminate prior to making all deductions, the balance of the deductions shall be made from the employee's final pay.

(e) No employee shall be required to authorize a dues deduction and neither the Employer nor the Association shall discriminate against or coerce any employee because of deduction or non-deduction of dues.

(f) The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon the payroll deduction authorization cards submitted by the Association to the Board.

## **ARTICLE III - LEAVES OF ABSENCE**

### Employee Days Off

3.00 The Employer, to the extent the same shall not unreasonably interfere with the operation of the Employer's school system, shall, upon the Association's written request, grant no more than a total of five (5) employee days off, all five (5) days the Association shall pay for substitutes, such days should be divided among employees designated by the Association to attend any official Association meetings or conferences held on other than school property. The Association's written request or requests as appropriate, shall be given to the Employer not less than seven (7) school days prior to the time such time off is requested to commence, shall clearly identify the employee to be released, and shall state the day or days for which time off is requested. Such days off shall not be granted on the day before or the day after a holiday. Such days off shall be granted to only one teacher at a time.

The Employer from time to time and, in its sole discretion, may grant time off with or without pay to such employees as it may select to attend education or other training sessions or conferences. For such education training sessions or conference attended outside of the School District, the Employer shall pay the expenses incurred by the employee.

### Sabbatical Leaves

3.01 Sabbatical leaves shall be governed as provided in the Pennsylvania Public School Code of 1949, as amended.

### Bereavement - Immediate Family

3.02 An employee absent from duty because of the death of a member of the immediate family of said employee shall be entitled to five (5) school days leave with pay in a thirty (30) day period for such reason. Members of the immediate family shall be defined as the father, mother, brother, sister, son, daughter, husband, wife, parent-in-law of said employee, or a near relative of said employee (as hereinafter defined) who resides in the same household of said employee or any person with whom said employee has made his or her home. The Employer may extend the period of absence with pay for bereavement in the immediate family as the Employer, in its sole discretion, may deem warranted by the exigencies of the case. The exercising of such discretion by the Employer shall be final and not subject to the grievance procedure herein set forth.

### Bereavement - Near Relative

3.03 An employee absent from duty because of the death of a near relative of said employee shall be entitled to one (1) school day of leave on the day of the funeral of said near relative. A near relative shall be defined as a first cousin, grandfather, grandmother, grandparent-in-law, grandchild, aunt, uncle, niece, nephew, son-in-law,

daughter-in-law, brother-in-law or sister-in-law. The Employer may extend the period of absence with pay for bereavement of a near relative as the Employer, in its sole discretion, may deem warranted by the exigencies of the case. The exercising of such discretion by the Employer shall be final and not subject to the grievance procedure herein set forth.

#### Bereavement - Payment

3.04 Bereavement compensation shall be paid at the same time and manner as compensation would have been paid for the same period had the employee concerned actually engaged in the performance of said employee's duties.

#### Emergency

3.05 Each employee shall be entitled to one (1) day off with pay each school year for emergency purposes. The Employer or its representative shall make the determination as to what constitutes an emergency in each instance.

#### Illness and Injury

3.06 Whenever an employee is prevented by illness or accidental injury from following his or her occupation, the Employer 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 without limitation. All or any part of such accumulated unused leave may be taken with full pay in any one or more school years. No employee's salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties. Any employee regularly employed twenty days beyond the regular school year will receive one sick day for each 20 days worked.

Five (5) of the total allotment of sick days each year may be used as family sick days. The family sick days are non-accumulating. If they are not used they revert back to personal sick days. The use of family sick leave shall be for the purpose of caring for a member of the employee's family during an illness, injury, surgery, or well-care appointment. Family is defined as an employee's spouse, child, parent, son or daughter-in-law, father or mother-in-law, sibling, grandparent, grandchild or other relative residing in the employee's house.

Based upon the discretion of the building principal and only with reasonable cause, the Employer may require the employee to furnish a certificate from a physician or other practitioner certifying that said employee was unable to perform his or her duties during the period of absence for which compensation is required to be paid under this section. In instances in which an employee has suffered an injury, suffered from an extended illness or undergone a surgical procedure, the Employee shall furnish a certificate to the Employer to verify that the Employee has been released from the



doctor's care and is able to resume his/her duties.

Employees who have severed their employment with a Pennsylvania school district other than the Employer's, having accumulated "sick" leave as described in the Public School Code of 1949, as amended, in said other Pennsylvania school district, and who have entered into employment with the Employer, shall have a maximum of 25 days of said leave accumulated for use in case of illness or accidental injury in such other school district or districts located in the Commonwealth of Pennsylvania available for use in Employer's school district.

### Personal Reasons

3.07 Each employee shall be entitled to two (2) days of absence with pay each school year for unrestricted personal reasons (personal leave). Unused personal days may be accumulated up to and including five (5) with a maximum carry over to the next year of three (3) days.

Accrued but unused personal days shall be rolled into sick days.

The administration may limit the number of teachers taking personal leave on any one school day to not more than four (4). Except in cases of emergency, as judged by the administration, personal leave must be requested at least two (2) days in advance. The use of five (5) consecutive days must be requested at least two weeks in advance.

### Child Rearing

3.08 Bargaining unit members, upon request, and notice as hereinafter required, shall be eligible to receive rearing leave without pay up to one (1) calendar year. Said leave shall be used only for the purpose of rearing a child of a member which is recently born, or for a child adopted by a member provided the adoptive child is under compulsory school age when such leave begins.

Child rearing leave must be requested in writing not less than sixty (60) calendar days prior to the expected birth (or in the case of adoption, expected date of receipt) of the child for whom the member wishes to use the child rearing leave. Within thirty (30) calendar days of the birth of the child, the member shall advise the employer in writing of the birth date of the child. Barring an illness or recovery associated with the pregnancy that is documented by a physician, sick leave is not to be used as child rearing leave.

In cases where a pregnancy should terminate in a miscarriage or if the child should be stillborn or die shortly after birth, the bargaining unit member requesting leave retains the right to terminate the rearing leave with thirty (30) days notice to the employer.

To be entitled to reinstatement following child-rearing leave, the member shall notify the Employer in writing not less than sixty (60) calendar days prior to the date of termination of said leave. Upon termination of child rearing leave, the Employer shall offer the employee the position previously held. If that position is not available the Employer shall offer the employee a similar position (in pay and skill). If the employee's previous position becomes available, the Employer shall offer the employee that position.

An employee granted a child rearing leave shall not be paid. A child rearing leave shall be counted as "employed time" for purposes of computing pay increases, retirement, etc. Provided, however, an employee who has been employed and worked for one half ( $\frac{1}{2}$ ) or more of the contracted school days shall have such school year counted for purposes of longevity as related to pay increases. All leave previously accrued but not utilized will be retained.

During child rearing leave, any employee with at least one (1) full year's service in the District shall be entitled to full medical-hospitalization and other insurance benefits as provided herein at Board expense for ninety (90) calendar days. If the employee works within the ninety (90) calendar days before the last contracted school day of the current school year the employee will have insurance coverage until the first contracted school day of the next school year at which time the remainder of the ninety (90) calendar days of insurance benefits will continue. This coverage is to be identical to that provided all regular employees. Subsequent to this time period, a member on child rearing leave may continue all medical-hospitalization and other insurance benefits as provided herein by remitting to the Employer the cost of such continued benefits.

Employees who fail to give timely notice of a desire to return to employment shall be deemed to have terminated their employment.

### Court

3.09 Any employee who is required to be present in a court of law as a juror or prospective juror shall be allowed to attend. The employee shall be paid his/her regular salary or per diem amount less the amount earned as a juror. The employee shall be required to present a statement issued and signed by the Clerk of Court stating the number of days the employee was on jury duty and the compensation paid. Any employee who is required to be present in a court of law or attend any legal proceeding related to, or as a result of his/her employment with the district, shall be allowed to attend and shall be granted paid leave to appear or otherwise participate in such legal proceedings. Any employee who is required to be present in a court of law or attend any legal proceeding pursuant to subpoena, as a victim of a crime, or otherwise as part of his/her civic duty shall be granted paid leave to appear or participate in such legal proceeding. Any court appearance arising out of personal circumstances unrelated to the employee's employment will require the employee to use a personal day.

### Lunch Period

3.10 Each employee shall be entitled to a thirty (30) minute lunch period for each school day, which shall be free of supervisory or other duties. Upon notification to his or her building principal, an employee may leave his or her building during said employee's lunch period, and upon return shall notify the building principal or his or her designee stationed in the office.

### Sick Leave Bank

3.11 The Association is permitted to organize and operate a sick leave bank under terms and conditions proposed by the Association and approved by the Employer.

### Compensatory Time

3.12 With approval of the building principal, time worked beyond the employee work day may be paid as compensatory time (time off) in lieu of monetary payment.

## **ARTICLE IV - MEET AND DISCUSS**

### Representative Designation

4.00 The Employer and the Association each may designate a representative or committee of not more than three (3) representatives to "meet and discuss" (as that term is defined in the Public Employee Relation Act of The Commonwealth of Pennsylvania) with the representatives or committee designated by the other party. If one of the parties makes a "meet and discuss" designation, the other party also shall make such a designation. Either party, however, retaining the right to designate three (3) or less representatives regardless of the number designated by the other party.

### Duties

4.01 The "meet and discuss" representatives or committee, as appropriate, of either party, shall "meet and discuss" upon the request of the "meet and discuss" representatives or committee, as appropriate of the other party, at mutually convenient times, but neither party shall be required to meet more frequently than monthly which the parties hereto agree shall satisfy any requirement of meeting at reasonable times.

Any decisions on matters discussed shall remain with the Employer and shall be deemed final on any issue or issues raised.

## **ARTICLE V - ASSOCIATION REPRESENTATIVE**

### Designation and Duties

5.00 The Association shall designate by October 1 of each year, at least one

representative from the members in the unit hereinbefore described. The Association shall keep the Employer advised in writing at all times of the name of the representative. The representative shall receive on behalf of the Association such written messages and information as originate with and are authorized by the Employer. Should the Association fail to designate a representative, the Employer shall make such a designation for the purpose above stated until such time as the Association does designate a representative.

## **ARTICLE VI - GRIEVANCE AND ARBITRATION**

### **Complaint**

6.00 In the event of a dispute or difference, the parties hereto shall continue to transact and carry on their business in the same manner as at the time of the airing of the question or questions in the dispute until a settlement is reached through grievance and arbitration procedure provided in this article. Accordingly, grievances shall be handled through the process described.

### **Definition**

6.01 A grievance is any alleged violation, misinterpretation, or wrongful application of this Agreement or dispute that may arise concerning wages, hours and terms and condition of employment.

### **Informal**

6.02 The employee or Association initiating a grievance shall first discuss the problem with the principal of the building to which the employee is primarily assigned. If this process fails to resolve the problem to the satisfaction of the parties concerned, the following formal settlement procedure shall be followed.

### **Formal Settlement**

6.03 (a) Step 1 - Any grievance which arises shall be presented in writing by or on behalf of the employee to the employee's building Principal within ten (10) calendar days of the occurrence of the event giving rise to the grievance. If the grievance is not resolved at Step 1, or if no decision has been rendered within five (5) calendar days after submitting of the grievance, the employee or the Association may submit the grievance, in writing, to the next level.

(b) Step 2 - If the grievance has been properly presented pursuant to Step 1 and, if the matter has not been satisfactorily settled, the grievance shall be submitted to the Superintendent (or a replacement selection by the Employer). If the grievance is not resolved at Step 2, or if no decision has been rendered within ten (10) calendar days of submission to the superintendent, the employee or the Association may submit the grievance to the next level.

(c) Step 3 - If the grievance has been properly presented pursuant to Steps 1 and 2, and, if the matter has not been satisfactorily settled either the employee or the Association may present the grievance in writing to the Employer's Board of School Directors. If the grievance is not resolved at Step 3, or if no decision has been rendered within thirty (30) calendar days of submission to the Board, the Association may submit the grievance to binding arbitration.

(d) Step 4 - If the grievance has been properly presented pursuant to Steps 1, 2 and 3, and if the matter has not been satisfactorily settled within ten (10) calendar days of the Association's or the employee's receipt of the School Board's decision either the Employer or the Association may submit the grievance to arbitration. The party desiring to submit the matter to arbitration shall notify the other party in writing (setting forth the matter in dispute) within fifteen (15) calendar days subsequent to the Board's decision being rendered or, if no response was rendered, within forty (40) calendar days of submission to the Board.

Within fifteen (15) calendar days after submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, an arbitrator shall be selected by the Pennsylvania Bureau of Mediation pursuant to the provisions of Section 903 of the Public Employee Relations Act of Pennsylvania.

(e) Time shall be the essence of this grievance procedure, and in the event the time limits hereinabove set forth are not strictly adhered to by the Association, and the respective employees, the grievance concerned shall be deemed waived. Any day upon which the appropriate office for filing of a grievance is not open shall not be counted in computing the grievance procedure.

(f) The Arbitrator shall have no power to add to, subtract from or modify the terms of the Collective Bargaining Agreement. The decision of the Arbitrator shall be final and binding upon the Employer; the Association and the employees.

(g) The cost of arbitration shall be borne equally by the parties.

(h) Grievances shall be processed on the employee's own time. It specifically is recognized that the grievant may be represented at each step of the grievance.

(i) If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing directly to the superintendent. The processing of such grievance shall commence at Step 2.

(j) The grievance form found in Attachment "B" is the form that shall be used. This form may be completed electronically for the writing of grievances.

## **ARTICLE VII - DISCIPLINE, DISCHARGE, HEARING**

### **Discipline and Discharge**

7.00 The Employer has the right to discipline or discharge any employee for any cause permitted under the Pennsylvania Public School Code of 1949, as amended, and shall have such further rights of discipline or discharge as may, from time to time, be permitted under the laws of the Commonwealth of Pennsylvania.

However, any employee may be disciplined, discharged, reprimanded, reduced in rank or compensation, or deprived of any professional advantage only with just cause. Any such action asserted by the Employer, or any agent, shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the employee concerned.

### **Hearing (Disciplinary)**

7.01 Whenever any teacher is required to appear before the Employer's Board of Directors or a committee thereof; the employee shall be given prior written notice of the reasons for such meeting and shall be entitled to have at his or her own expense a representative of the Association and/or legal counsel present to advise him or her and represent him or her during such meeting.

## **ARTICLE VIII - COMPENSATION CLAIMS**

### **Cooperation**

8.00 Any employee injured in the course of performing his or her duties should report the same to the office of the Employer's Superintendent within five (5) days but still has the limit of the law.

## **ARTICLE IX - MILITARY SERVICE**

### **Compliance with Law**

9.00 The Employer shall comply with the requirements of the laws of the United States and Commonwealth of Pennsylvania as they relate to the treatment of employees of the Employer who are engaged in military service.

## **ARTICLE X - WAGES AND WORKING CONDITIONS**

### **Classification and Rates of Pay**

10.00 Employees shall be classified, where so required, pursuant to the requirements of the Pennsylvania Public School Code of 1949, as amended.

The salary of the employees subject to this five (5) year Collective Bargaining Agreement shall be the Newport School District Salary Schedule appended to this agreement.

Each member of the Bargaining Unit shall progress one (1) step of the schedule for a year's service or a major portion thereof as shown on the step movement chart. A member who is on unpaid leave for one half (1/2) or fewer contracted school days shall move one (1) step on the schedule upon return to compensable status.

Employer reserves the right to freeze an employee subject to this Collective Bargaining Agreement on his or her current salary step due to an unsatisfactory rating for the same year. Employees who improve their rating to satisfactory in the subsequent semester of the next school year will be placed retroactively on the next step.

For salary schedule purposes, a Master's Degree and a Master's Equivalency will continue to have the same value; therefore, an employee who currently has or obtains a Master's Equivalency will be placed in the Masters column of the salary schedule. To move laterally to the Master's + 15 column, employees must have 15 additional, non-duplicate credits from those used to earn their Master's Degree or Master's Equivalency. The order in which the credits are earned does not impact an employee's eligibility to move across to the Masters + 15 column as long as they have obtained a Masters or Masters Equivalency and 15 additional, non-duplicate credits. The same understanding shall exist for employee eligibility to move across columns and be paid accordingly for all additional columns beyond the Masters + 15. Lateral placement shall be by credits or degree earned prior to September 15 of the year of advancement.

#### Extra-Curricular Pay

10.01 Members of the Bargaining Unit who assume an extra-curricular position during this contract shall receive compensation according to the following schedule. Salaries listed will be for the term of the contract.

Class Advisors	
12th Grade	\$1,200
11th Grade	\$1,000
10th Grade	\$1,200
9th Grade	\$ 600
8th Grade	\$ 600
7th Grade	\$ 600
Senior High Musical Director	\$1,500
Middle Level Musical Director	\$1,400
Drama Director	\$1,500

Business Manager (per production)	\$ 400
Assistant Musical Director	\$ 900
Stage Crew/Lighting Director (per production)	\$ 900
Pit Band (musical)	\$ 800
Elementary Recital (fall and spring)	\$ 600
Innovation	\$1,000
High School Marching Band	\$2,200
Assistant Band Director	\$ 900
Color Guard Director	\$ 250
Concert Band	\$ 700
Jazz Band Director	\$ 250
High School Choir	\$ 700
Percussion Instructor	\$ 750
FBLA	\$ 700
National Honor Society	\$ 600
Spanish Honor Society	\$ 400
Yearbook Advisor (high school)	\$1,900
Yearbook Advisor (elementary)	\$ 900
Newspaper Advisor	\$1,900
AV Director (high/middle school)	\$1,000
AV Director (elementary)	\$ 850
Studio Director (high school)	\$1,400
Studio Director (elementary)	\$1,200
Student Council Advisor (high school)	\$1,200
Student Council Advisor (middle school)	\$ 600
Varsity Club	\$ 500
Peer Helpers (2)	\$ 500 ea.
SADD	\$ 500
News Quiz Coordinator	\$ 500
Service Squad Coordinator	\$ 600
Arts Festival Coordinator	\$ 650
Graduation Coordinator	\$ 500
Middle School Yearbook Advisors (2)	\$ 450 ea.
Middle School Studio Director	\$1,200
Intramural Advisors (maximum 2 per sport)	
Field Hockey      15 sessions (each person)	\$ 300
Basketball        8 sessions (each person)	\$ 300
Wrestling         8 sessions (each person)	\$ 300

Each intramural session will be approximately two (2) hours.

These will apply only as a minimum for members of the bargaining unit who would accept any of the above positions. The Employer may pay over this minimum to any individual without increasing the minimum for the position when any of these positions are declared open.



If a bargaining unit member resigns from an extra-curricular position and then assumes the same position during the term of the contract, the compensation schedule will be calculated on their previous salary.

The Bargaining unit member employed as Band Director and Instrumental Instructor shall have first right of refusal for the extra-curricular position of Director of the High School Concert Band and the extra-curricular position of High School Marching Band.

Effective no later than January 1, 2018, a committee will be created for the purposes of gathering information regarding the work accomplished by those individuals holding extra-curricular contracts. This committee shall be comprised of an equal number of representatives from the Association and the Administration/Board. To ensure there is a minimum of one (1) Association representative from each building, there shall be no less than three (3) representatives. Meetings are to be held during the work day and no employees shall lose time or pay as a result of attending meetings. The committee will gather information regarding the function of each position and the amount of time associated with each position's work. This may include requesting logs from each person holding an extra-curricular position to ensure the committee is aware of the time requirements. No later than October 15, 2021 the committee will make a joint recommendation to the Association leadership as well as the Administration/Board regarding recommended changes to the positions to include but not be limited to, addition of positions, deletion of positions and/or modifications to the compensation level of positions. Prior to the expiration of this contract, the committee may mutually agree to recommend changes to their respective constituents for ratification.

### Board Rights

10.02 Once action is taken by the Board to fill a position and a person has commenced the work required of the position, the Board is restricted from adding or deleting any positions covered by supplemental contract or any other extra-curricular activity referred to in this Agreement. The Board also reserves the right to change professional employees assigned to these positions. Teachers have the right to refuse to accept any assignments to the positions referred to in this section.

### Educational Incentive

10.03 Members of the bargaining unit will be reimbursed by the employer for the tuition fees for up to eighteen (18) credits per fiscal year at the full cost per credit or 90% of the current year's Penn State graduate tuition rate, whichever is less.

To be entitled to a reimbursement payment, an employee (except for the six (6) hours specifically herein mentioned) must receive the Employer's written approval of the credit hours for which payment is requested as follows:

- (a) Not less than two (2) weeks prior to commencement of the credit hour for which

a payment is sought the employee shall make a written request for approval to the Employer.

(b) If for reasons beyond the control of the employee the credit hour becomes unavailable to the employee after written approval has been sought, the employee may make a written request for approval of a substitute credit hour if such substitute request is submitted not later than four (4) weeks subsequent to commencement of said substitute credit hours.

(c) Notwithstanding the foregoing approval requirement, each employee shall be entitled to reimbursement for up to a career total of six (6) credit hours, which may include in-service credits, that have not been approved by the Employer but which otherwise satisfy the requirements of this section. Any in-service credits taken beyond these six (6) shall be reimbursed in the following manner: The Employer shall pay employees' expenses for tuition, registration, books, or materials needed for said courses.

(d) A grade of B- (or its equivalent) or better, or Pass if on a Pass Fail System, is required for reimbursement, evidence of which shall be submitted in writing by the employee.

(e) Except for the six (6) hours referred to in (c) above, the Employer in its sole discretion, may require that credit hours taken qualify for credit toward an approved degree and/or that credit hours be designed to improve the job performance of the employee.

(f) The maximum number of reimbursable credits is a Masters + 45.

(g) An employee who voluntarily leaves the district must refund tuition reimbursement if the departure is within one year of the course completion.

(h) A copy of a document with the grade earned and a copy of the receipt must be presented for payment.

Payment for credit reimbursement will be by supplemental check issued not more than thirty (30) days subsequent to submission of proof of completion of the course.

#### Mileage Allowance

10.04 Employees required to use personal automobiles in the course of their employment shall be reimbursed for mileage traveled at the maximum rate allowable by the Internal Revenue Service.

Employees shall be required to have prior approval of Employer's designated representative.

#### Deferred Retirement Increment

10.05 Employees who shall become eligible for retirement shall notify the Employer in writing of their date of retirement. Said notice is to be given in writing at least sixty (60) calendar days prior to the effective retirement date to be eligible for retirement payments as described below:

(1) The Employer will pay the retiring member of the bargaining unit who retires during this contract an amount based on One-Hundred Dollars (\$100) for each day of his/her accumulated sick leave up to a maximum of two hundred (200) days.

In the event of death while still employed by the district, the aforementioned amount shall be paid to the employees' stated beneficiary as indicated on the records of the Public School Employee's Retirement System.

Any professional employee with twenty (20) years or more of service in the Newport School District who is retiring and makes application to PSERS will receive a single payment of five hundred dollars (\$500) per year for the first twenty (20) years of service and four hundred dollars (\$400) for each year of service thereafter up to a maximum combined total of thirty five (35) years.

If an employee does not retire by the end of their thirty fifth (35<sup>th</sup>) year of service, he/she forfeits his/her payment as described in 10.05 (2).

All retirement incentive compensation that an employee is eligible for between items (1) and (2) above shall be paid as a non-elective employer contribution to the employee's 403(b) tax sheltered account established by the eligible employee. No cash option shall be available to employees. Contributions are limited to IRS Section 415 limits. Excessive contribution will be made to the employee's retirement account in the next subsequent year up to the 415 limits. For administrative convenience, all district contributions into 403(b) accounts under this Agreement shall be deposited into qualified 403(b) accounts established for each eligible employee with Kades-Margolis, who shall be responsible for administering the program.

If notice is not given by at least sixty (60) calendar days prior to the effective retirement date, the Employer shall not be required to pay the aforesaid payments, but may do so if, in the Employer's sole discretion, it is in the interest of the District. The employee will have thirty (30) calendar days to rescind retirement notice. Upon the giving of written notice of retirement and the acceptance thereof by the Employer, retirement shall be mandatory.

### Payment

10.06 Annual salary shall be paid on the 1<sup>st</sup> and 15<sup>th</sup> of each month (24 pays per year).

### Mentor Compensation

10.07 The following stipulations shall apply to the District's Teacher Induction Plan as presently written:

1. The mentors are appointed for a fiscal school year;
2. The mentor must have at least a Level II teaching certification and have no less than two (2) years' experience teaching in Newport School District;
3. The mentor reimbursement will be \$600; and if an advisee is hired after the start of school reimbursement will be prorated at \$100 for each of the first two (2) months and \$50 for each month thereafter.
4. The Employer reserves the right to remove a mentor for unacceptable performance.

#### Direct Deposit

10.08 Direct Deposit banking by participating banks shall be provided by the Employer at the option of individual employees who are employed and currently do not have direct deposit at the time of the signing of this agreement. For all newly hired employees and those employees who currently receive direct deposit, all pay shall be made by direct deposit to a bank or savings institution chosen by each employee. Recognizing there is a direct deposit option available, there may be times distribution of paychecks may be delayed due to emergency conditions.

#### IEP/GIEP Compensation

10.09 Special education teachers shall be paid a \$600 stipend annually to compensate for drafting and administering implementation of Individual Education Plans for students. Beginning in the 2018 – 2019 school year, employees receiving this stipend will complete a time log so the Employer has a better understanding of the time required of these teachers. Such log will request the employee denote the student, the activity completed (for example, re-evaluation, writing of IEP, attendance at IEP meeting, etc.) and the amount of time it took to complete such activity.

#### National Board Certification

10.10 Bargaining unit members who attain "National Board Certification" status, as defined by the National Board for Professional Teaching Standards, shall be reimbursed in the year such status is first awarded for expenses incurred in the process of receiving this certification up to two thousand dollars (\$2,000.00) in addition to a salary stipend of one thousand dollars (\$1,000.00). In each subsequent year, bargaining unit members who earn and maintain "National Board Certification" shall receive a salary stipend of one thousand dollars (\$1,000.00) each year in addition to their salary as set forth on the salary schedule.

## ARTICLE XI - WORK SCHEDULES

### Work Hours

11.00 The following shall apply to work hours covered by the base salary act forth in this agreement.

(a) The Employer shall have the exclusive right to determine, establish, alter, continue and discontinue working hours and schedules in its system and specifically shall have the right to schedule different times for different jobs and buildings and to otherwise adjust the work times as the Employer, in its sole discretion, shall deem appropriate. Except as required in subparagraph (b) of this paragraph and as required for the performance of duties compensated under Article X section 10.00 of the Collective Bargaining Agreement. Employees shall not be required to work in excess of seven and one-half (7 1/2) hours (inclusive of the duty-free lunch period herein provided) on any day without being paid compensation in addition to that provided in Article X section 10.00 or provided equal compensatory time per Section 3.12 Compensatory Time.

(b) Employees shall perform the following duties as required by the Employer in addition to the foregoing seven and one-half (7 1/2) hours of work time without being paid compensation in addition to that provided in Article X Section 10.00.

- (i) Attendance at faculty meetings. Provided that attendance may be excused by the Employer and shall not be required without extra pay beyond one hour after regular faculty dismissal time.
- (ii) Attendance at student activities "sponsored" by the respective employee.
- (ii) Field trips that last beyond the school day, unless required by the Employer.
- (iv) Conferences between a teacher and parent or between a teacher and student shall be determined by the teacher and other party involved. If the parties cannot agree upon a time or place for such conference, the Employer shall set a time and place for said conference.

(c) All professional employees required to attend "School sponsored parent conferences" shall be given an equivalent amount of released time but in no event will the time obligation required for parent conferences be greater than ten (10) hours. The released time shall be provided for all professional employees on the Wednesday before Thanksgiving and a three (3) hour early dismissal on the last contracted work day prior to Winter Break. If circumstances beyond the Employer's control cause the granting of this time to be unfeasible, the superintendent shall discuss the specific circumstance with the Association president.

The phrase "School sponsored parent conferences" shall mean those

conferences a teacher has with the parent(s) or guardian(s) of each of the teacher's students on a scheduled basis. These conferences will normally be with the parent(s) or guardian(s) of all the students in a given school, not just a single class or room. These conferences may be held in-lieu-of the distribution of report cards or in addition to such distribution.

### Planning Time

11.01 Except in case of emergency (which shall include the unavailability of a substitute), the Employer will schedule each high/middle school teacher at least five (5) planning periods per week.

Should a teacher be employed in both the high school/middle school and elementary school, such teacher shall be granted planning periods equivalent to those granted in the school where the teacher spends the majority of his or her teaching time. Any teacher may consent to an irregular schedule, which still grants the above specified planning time.

Each professional employee shall be provided no less than one planning period of at least 40 consecutive minutes per day while students are in session. In case of an emergency situation which precludes a professional employee from having a planning period during their day, with administrator approval, the employee may be paid in the form of compensatory time in lieu of monetary pay.

### School Calendar

11.02 Except for employees employed beyond the regular school year (which employees shall receive additional wages on a pro-rata basis as has been the practice of the Employer), each employee shall be under contract with the Employer each school year for a period of nine and one-half (9 1/2) months, said period to commence and terminate as directed by the Employer.

Employees employed on a nine and one-half (9 1/2) month basis shall be required to work not more than so many days as are necessary to satisfy Pennsylvania laws and regulations (including those of the Pennsylvania Department of Education) concerning student attendance (currently 180 days) plus eight (8) additional days for the term of the contract. The additional eight (8) days shall be used as follows: a day before students begin school (not to be scheduled as an isolated work day during the summer) shall be a day during which professional employees will be permitted to engage in self-directed work in preparation for the arrival of students. Similarly, the day immediately following the last student day shall also be a day during which professional employees will be permitted to engage in self-directed work to finalize their responsibilities for the school year. In accordance with Article 11.00, the day preceding the Thanksgiving holiday will be a compensatory day in exchange for attendance at parent conferences. The remaining five (5) days shall be in-service days during which the District shall provide Act 48 approved opportunities.

Exchange time – One (1) of the above referenced remaining five (5) days may be exchanged for alternate time if a bargaining unit member attends either a district conducted or other preapproved seminar/training during the summer months or on the employee's own time. Information regarding non-district trainings/seminars that an employee desires to attend must be submitted in advance to the employee's building principal. Upon receipt of written approval to attend, the employee shall be permitted to attend such an event and count attendance as exchange time. Approval of attendance for exchange time does not mean the district is responsible for paying any registration fees or other costs associated with non-district trainings/seminars. Unless reimbursable per section 10.03 Educational Incentive, costs shall be the sole responsibility of the employee. Such attendance shall allow the employee to exchange his/her time on up to one (1) day of in-service time on specifically identified professional development days during the school year. Employees can earn and take exchange time in full or half day increments.

Bargaining Unit members who take unpaid or unauthorized leaves of absence shall have salary deducted at their per diem rate.

Any additional days of employment beyond the set school calendar shall be reimbursed at the employee's daily wage rate times the number of days services are rendered. New teachers may be required to attend one additional orientation day without compensation.

It is recognized that from time to time during the school year, classes will not meet because of holidays, inclement weather, etc. The Employer shall determine when these events will be observed and may, at its sole discretion (as permitted by the law of Pennsylvania) either excuse employees from work or require employee attendance. Further, during the term of this Collective Bargaining Agreement, the Employer, from time to time, may increase the employment period of individual employees in which event the employee's wages shall be increased on a pro rata basis.

Employees will not forfeit wages if Employer reduces school calendar.

#### Notification of Class Schedule

11.03 To the extent the Employer is aware of the information, the Employer will notify each teacher in writing whose teaching assignment will change in a subsequent school year by May 30 of the school year immediately preceding that in which such change will take place. Such notice shall include subjects and grades to be taught by such teacher. The notice provided for, herein, shall be for the convenience of the teacher and shall not preclude a subsequent reassignment of the teacher in the event the Employer deems the same advisable.

The Employer will make all reasonable efforts to utilize teachers who are certified in the subjects being taught by them.

## ARTICLE XII - INSURANCE

### Medical Hospital

12.00 During the 2017-2018 school year, the employer shall pay ninety percent (90%) and the employee shall pay ten percent (10%) of the cost of the premium. During the 2018-2019 school year, the employer shall pay eighty-nine percent (89%) and the employee shall pay eleven percent (11%) of the cost of the premium. During the 2019-2020 school year, the employer shall pay eighty-eight and one-half percent (88.5%) and the employee shall pay eleven and one-half percent (11.5%) of the cost of the premium. During the 2020-2021 school year, the employer shall pay eighty-eight percent (88%) and the employee shall pay twelve percent (12%) of the cost of the premium. During the 2021-2022 school year, the employer shall pay eighty-seven and one-half percent (87.5%) and the employee shall pay twelve and one-half percent (12.5%) of the cost of the premium. The employee premium share shall be subject to a fifteen percent (15%) maximum annual increase in each year of this contract.

The employer will deduct from employee's pay, on a semi-monthly basis, an amount equal to the above stated percent of the semi-monthly premium cost, hereinafter referred to as the "premium share," pursuant to the health insurance category (single, parent/child, parent/children, two person, and family) selected by the employee. Said "premium share" shall be subject to deduction, upon completion of the applicable form as provided in Section 125 of the Internal Revenue Service (IRS) Code, on a pre-tax basis. The employer shall make available to members of the bargaining unit a Section 125 Flexible Spending Account program for Medical and Dependent Care Expenses. The Medical Maximum and Dependent Care Maximum shall be the maximum permitted by law.

An Employee will only be covered by one medical plan provided by the Newport School District. Any changes in coverage required by legislation or the insurer will open Article 12 Insurance for renegotiation with premiums not to exceed current costs.

A Medical Reimbursement Program (MERP) will continue and shall not affect employee out-of-pocket expenses or level of benefits provided to employees. Newport School District shall continue to have a medical plan through Highmark Blue Shield. The plan has a fiscal year \$1,000 employee and \$2,000 family deductible. In association with this medical plan Newport School District has a Health Reimbursement Arrangement. The Health Reimbursement Arrangement (HRA) will reimburse a portion of your deductible expense. The employee is responsible for the following fiscal year deductible amounts:

2017-2018	\$125 single/\$250 family
2018-2019	\$250 single/\$450 family
2019-2020	\$300 single/\$600 family



2020-2021    \$350 single/\$700 family  
2021-2022    \$400 single/\$800 family

After that responsibility has been met the Employer will pay the remaining deductible expense, up to the \$1,000 for a single employee or \$2,000 for a family. The attached document to the Collective Bargaining Agreement entitled Medical Reimbursement Program PPO Plan dated (Attachment A) explains the procedures that shall be followed with the MERP.

Beginning July 1, 2018, the Employer will make coverage for insurance benefits available to spouses of employees in limited circumstances. Spouses of employees who are Medicare eligible will no longer be eligible for district provided medical insurance coverage. In addition, spouses who work full-time for and are eligible for medical coverage from any of the following entities will not be eligible for district medical coverage:

- i. Federal government, Federal courts, active and retired US military personnel and civilian employees of the US Department of Defense,
- ii. Commonwealth of Pennsylvania,
- iii. Pennsylvania public school districts, Pennsylvania charter and cyber charter schools,
- iv. The Pennsylvania State System of Higher Education (PASSHE), Penn State University and Penn State University branch campuses.

The hospitalization medical coverage shall be the same as the PPO (Preferred Provider Organization) provided by the employer in the 2016-2017 school year except for the following changes:

The plan will include a \$20.00 co-pay per office visit, \$35.00 co-pay per specialist office visit, and \$100.00 co-pay per Emergency Room visit (which shall be waived if admitted to the hospital). See Attachment C for the PPO plan design's summary of benefits.

An e-platform will be implemented for all information regarding insurance coverage.

The PPO plan coverage will include a prescription drug program as follows:

When generic drugs are available, they must be used and when a brand drug is purchased, which has a generic equivalent, the Employee will be responsible to pay for the brand drug co-payment plus the difference in cost between the brand drug and the generic drug. Physicians may request an exception from the prescription drug insurer.

30-day prescriptions:

- Generic - \$8.00 co-pay
- Formulary - \$25.00 co-pay

- Non-formulary - \$50.00 co-pay

90-day mail-in prescriptions:

- Generic - \$16.00 co-pay
- Formulary - \$50.00 co-pay
- Non-formulary - \$100.00 co-pay

Prescriptions taken as an ongoing or maintenance drug must be mail order.

A specialty pharmacy management program will be implemented by the insurer.

An Opt Out option will be available to employees who choose not to participate in the Employer's medical plan. This benefit shall be provided consistent with IRS Section 125 regulations. The Employer will pay \$1,000.00 for an individual opt out, \$1,500.00 for a two-party opt out and \$2,000.00 for all others. This option is not available to an employee whose spouse is employed by the Newport School District.

Whenever there is an open enrollment by the insurance carrier, the Employer will give the Association 30-day notice of such open enrollment.

All medical-hospitalization benefits may be maintained for any retired professional employee with full premium payment being provided by said former employee so long as agreed to by the insurer. All current retirees purchasing coverage through the district shall continue to be eligible to purchase coverage. Beginning with the 2010-2011 school year, only employees who retire as annuitants under PSERS shall be permitted to purchase coverage through the district until Medicare eligible.

### Liability

12.01 The employer will continue to provide the amount of liability insurance coverage in effect in Employer's school system at the date of execution of this Collective Bargaining Agreement, but shall have the right at any time and from time to time to change carriers.

### Retirement

12.02 Retirement payments of and to employees shall be governed by the Pennsylvania Public School Code of 1949, as amended.

### Group Life Insurance

12.03 The Employer shall pay the full premium for group term life insurance coverage for each employee at the rate of \$1,000 of insurance for each \$1,000 of salary.

### Dental Plan

12.04 The Employer will pay for a basic dental plan and periodontal (50% UCR) for each employee and his/her dependents that qualify, as defined by the carrier. An orthodontics rider (50% UCR) for employee's dependent children only will be included in the basic dental plan. Major restorative (50% UCR) and oral surgery (100% UCR) for each employee will be provided. The annual maximum for dental coverage will be two thousand dollars (\$2,000) per family member per year. The Employer has the right to select the carrier, providing the benefits are equivalent to those of Delta Dental as of the 2004-2005 school year.

#### Vision Plan

12.05 A vision benefit package will be provided with coverage to include dependents.

### **ARTICLE XIII - CONFORMITY TO LAW - SAVING CLAUSE**

#### Unlawful Provision

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

#### Remaining Provisions

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

#### Election of Remedies

13.02 In the event any employment rights need to be determined or reviewed through any appeal process, the Association will encourage the employee to elect either: (a) the appeal provisions of applicable statutes; or (b) the grievance procedure herewith provided in this agreement, but not both. However, this does not limit the election of remedies by the individual.

### **ARTICLE XIV - ASSOCIATION PRIVILEGES**

#### Visitation

14.00 When his/her presence is not required elsewhere by the Employer, the Association President (or his or her designee) may have access to the faculty lounge of a building other than the one to which he or she is primarily assigned for the purpose of conferring with other employees when such other school building is open. However, there shall be no interruption of the Employer's working schedule, no disturbance among employees, no interference with the use of the visited faculty lounge by other employees and immediately upon arrival, notice of such visit shall be given to the Principal (or his or her designee) of the visited building.

#### Use of Rooms

14.01 To the extent it is reasonably able to do so, the Employer will make available to the Association the use of a room(s) requested by the Association for meetings being held after school hours on non-duty time, provided, however, that the Association obtains permission from the Administration and makes the appropriate rental payments for any use after 6:00 p.m.

#### Information

14.02 To the extent it is reasonably able to do so, the Employer shall make available to the Association such information concerning the Employer's educational program and financial resources as is available to the general public.

#### Board Meetings

14.03 Employees may attend open meetings of the School Directors of the Newport School District. The President of the Association or his or her designee shall receive a copy of the agenda at the same time as do board members.

### **ARTICLE XV – EMPLOYER’S RIGHTS**

#### Control of School System

15.00 It specifically is understood and agreed that the Employer shall have the exclusive right to supervise, manage and control the operations of its school system to include, inter alia, the rights to hire, discharge, assign, suspend, transfer, promote, demote, maintain order, efficiency, discipline, to determine methods, policy, equipment, books, materials, processes and other items to be used, job classifications to be employed, to introduce or discontinue any program, to subcontract and out contract or otherwise acquire outside services (provided that, except for vocational-technical and similar programs, teaching jobs shall not be sub- or out-contracted so as to cause a reduction in the number of teaching jobs in the bargaining unit) and to require employees to observe rules issued by the Employer from time to time not inconsistent

with this Collective Bargaining Agreement. The Employer shall not exercise any rights in violation of this Collective Bargaining Agreement.

The Employer, in the operation of its school system and to the extent not herein modified specifically retains the right to exercise all powers and rights permitted under the laws of Pennsylvania (including the Pennsylvania Public School Code of 1949, as amended).

## **ARTICLE XVI - HEALTH AND SAFETY**

### **Rest Rooms**

16.00 The Employer shall continue to maintain, specifically for employee use, sanitary washrooms and toilet facilities and also shall continue to maintain clean quarters comparable to the present rooms for dining and planning purposes.

### **Safety**

16.01 (a) The Employer will continue to afford all precautions it deems reasonable to protect the health and safety of its employees during their work. Safety appliances, methods, drills and instruction, if required by the Employer, shall be used by the employees.

(b) Unsafe conditions shall be immediately reported by the employee concerned to the Principal of the building in or about which the unsafe condition has been observed. Upon such report, the Employer shall take reasonable steps, if any, as may be necessary to correct such unsafe conditions. Employees shall not be subjected to unsafe or hazardous conditions at their worksites or be required to perform tasks which endanger their health, safety or well-being.

## **ARTICLE XVII - MISCELLANEOUS**

### **Modification**

17.00 This Collective Bargaining Agreement shall not be modified, in whole or in part, except by an instrument, in writing, duly executed by both parties.

### **Demands, Proposals and Waivers**

17.01 The Employer and the Association acknowledges that during the negotiations which resulted in this Collective Bargaining Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Collective Bargaining Agreement, each voluntarily and unqualifiedly

waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to the period covered by this Collective Bargaining Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or executed this agreement.

#### Equality of Application

17.02 In the continuance of the policy established and maintained by the Employer, the Employer and the Association agree that the provisions of the Collective Bargaining Agreement shall apply equally to all employees covered by this Collective Bargaining Agreement without discrimination and in carrying out their respective obligations under this Collective Bargaining Agreement, neither the Employer nor the Association will discriminate against any employee on account of race, color, national origin, age, sex, or creed.

#### Part-Time and Substitute Teachers

17.03 (a) Employees hired as part-time teachers (placed under contract as part-time employees), shall receive benefits and wages as provided under this Collective Bargaining Agreement pro-rated on the basis of duration of employment.

(b) Long-term substitutes, those persons employed for ninety (90) or more continuous days in one position on a full-time or part-time basis of one-half day or more, shall receive benefits and wages as provided under this Collective Bargaining Agreement, with the exception of no course reimbursement and shall be pro-rated on the basis of duration of employment.

(c) The wages and working conditions of employees hired as substitute teachers shall be determined pursuant to the procedures permitted by the Pennsylvania Public School Code of 1949, as amended.

#### Summer School, Homebound Instruction, Extension, and Supplemental Programs

17.04 The Employer may offer summer school, homebound instruction, extension and supplemental programs as provided in the Pennsylvania Public School Code of 1949, as amended. Such programs shall be governed by said Code and shall not be subject to the terms of this Collective Bargaining Agreement. However, the rate of pay for teachers giving summer school, homebound, extension driver training, tutoring, and course curriculum outside of the normal school curriculum shall be \$30.00 per hour.

#### Tenure

17.05 Tenure shall be controlled by the provisions of the Pennsylvania School Code of 1949, as amended, and the Employer shall the right to discontinue the service of any

employee as permitted in said Code.

#### Complimentary Tickets

17.06 Teachers shall present their employee ID badge to be permitted admission for themselves and their guest to all school-sponsored activities, including athletic events. Provisions of this article do not apply to those student, club or class sponsored activities which are intended to raise funds for the respective groups.

#### Keys

17.07 An access control device to each building and teacher workroom shall be made available to teachers, upon request, from the respective building principal.

#### Personnel File

17.08 Each employee shall be permitted to review alone or with his supervisor such periodic ratings or performance evaluations of such employee as are kept in the personnel file, if any, maintained by the Employer on said employee.

#### Scoring of Standardized Tests

17.09 Employees will not be required to correct and/or score the approved standardized tests required by the district for program evaluation providing the tests selected offer a reasonable computer scoring system.

#### Employment Opportunities

17.10 The Employer shall give notice to the employees of job openings in the bargaining unit. Although the Employer will solicit applications for job openings by employees, the Employer shall retain the right to fill such job openings in such manner and with such person or persons as the Employer in the Employer's sole discretion shall determine appropriate.

#### Individual Contracts

17.11 The Employer may enter into a separate individual contract with each of its employees, classified as a professional employee under the Pennsylvania Public School Code of 1949, as amended, who has completed satisfactorily three (3) years of service in any school district in the Commonwealth of Pennsylvania. Such individual contracts shall conform to the form required by said Public School Code.

#### Captions

17.12 The captions, paragraph numbers, article numbers and index appearing in the

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

#### Multiple Counterparts

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

#### Retained Rates

17.14 No employee shall be given a decrease in his or her pay rate or other economic benefits by reason of those established in the Collective Bargaining Agreement.

#### Miscellaneous

17.15 Nothing contained in this Agreement shall in any way abrogate or diminish the right of the Board to seek equitable relief in the courts when the Board's opinion it that a strike has occurred. The utilization of the grievance procedure established in this Agreement shall not be considered a prerequisite for recourse to the Court.

#### Cyber Education

17.16 The Newport School District defines cyber education as the delivery of instruction, instructional materials, or assignments to students through the use of the internet and technology.

- (a) All cyber education positions related to course creation, revision, instruction, monitoring, etc. of cyber education students shall be posted consistent with the job opening language found in Article 17.10. Teachers will be selected based upon a combination of training, experience, and area of certification. Members of the bargaining unit who participate in cyber education beyond their contractual day will do so on a voluntary basis. Professional employees who provide cyber education beyond the regular professional work day will be paid at the contractual rate stated in Article 17.04. The district shall provide the necessary technology, training and instructional materials to professional staff that teach cyber students.
- (b) Cyber education shall not be used to provide instruction, monitoring, proctoring etc. during a legal strike or lockout. Furloughs or elimination of bargaining unit positions that may occur due to the use of cyber education shall be done in accordance with law.

### **ARTICLE XVII - PEACE AND STABILITY**



## Section I

18.00 It is understood that there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement.

## Section II

18.01 Should a strike occur not authorized by the Association, the Association within 24 hours following the request of the Employer shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Employer in writing that such employee action has not been authorized or sanctioned by the Association;
- (c) Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

## Section III

18.02 The Employer will not engage in any lockout during the life of the Agreement.

# **ARTICLE XIX – TERMINATION CLAUSE**

## Term

19.00 This Collective Bargaining Agreement shall be in full force and effect from July 1, 2017 up to and including June 30, 2022, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Collective Bargaining Agreement is served by either party upon the other not later than January 5 of the year in which this Collective Bargaining Agreement expires.

Upon request by either party hereto, the other party to the extent legally obligated so to do shall commence bargaining on a new Collective Bargaining Agreement at any time after November 15th immediately prior to expiration of the Collective Bargaining Agreement.

Agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by:

\_\_\_\_\_  
President  
Newport Board of School Directors

\_\_\_\_\_  
Secretary  
Newport Board of School Directors

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President  
Newport Education Association

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Secretary  
Newport Education Association

## Newport Salary Schedule Step Movement Chart

### From Each Step in 2016-2017 (Base Year) to Each Step in 2021-2022

2016-2017 (Base Year)		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
Old Numbering System	Steps to the Top Step	Old Numbering System	Steps to the Top Step	Old Numbering System	Steps to the Top Step	Old Numbering System	Steps to the Top Step	Old Numbering System	Steps to the Top Step	Old Numbering System	Steps to the Top Step
										1	15
								1	15	2	14
						1	15	2	14	3	13
				1	15	2	14	3	13	4	12
1	15	1	15	2	14	3	13	4	12	5	11
2	14	2	14	3	13	4	12	5	11	6	10
3	13	3	13	4	12	5	11	6	10	7	9
4	12	4	12	5	11	6	10	7	9	8	8
5	11	5	11	6	10	7	9	8	8	9	7
6	10	6	10	7	9	8	8	9	7	10	6
7	9	7	9	8	8	9	7	10	6	11	5
8	8	8	8	9	7	10	6	11	5	12	4
9	7	9	7	10	6	11	5	12	4	13	3
10	6	10	6	11	5	12	4	13	3	14	2
11	5	11	5	12	4	13	3	14	2	15	1
12	4	12	4	13	3	14	2	15	1	16	Top
13	3	13	3	14	2	15	1	16	Top	16	Top
14	2	14	2	15	1	16	Top	16	Top	16	Top
15	1	15	1	16	Top	16	Top	16	Top	16	Top
16	Top	16	Top	16	Top	16	Top	16	Top	16	Top

**To track your movement through the schedule forward the Top Step, find your step in the 2016-2017 (Base Year) year and then move horizontally across the columns to see which steps you will move to.**

Newport EA Salary Schedule 2017-2018 (Year 1)					
To Max	Step	B	B+24	M	M+15
15	1	\$40,971	\$42,867	\$44,764	\$47,764
14	2	\$41,471	\$43,367	\$45,264	\$48,264
13	3	\$41,971	\$43,867	\$45,764	\$48,764
12	4	\$42,471	\$44,367	\$46,264	\$49,264
11	5	\$43,993	\$45,889	\$47,786	\$50,786
10	6	\$45,515	\$47,411	\$49,308	\$52,308
9	7	\$47,037	\$48,933	\$50,830	\$53,830
8	8	\$48,559	\$50,455	\$52,352	\$55,352
7	9	\$50,081	\$51,977	\$53,874	\$56,874
6	10	\$51,603	\$53,499	\$55,396	\$58,396
5	11	\$53,125	\$55,021	\$56,918	\$59,918
4	12	\$54,647	\$56,543	\$58,440	\$61,440
3	13	\$56,169	\$58,065	\$59,962	\$62,962
2	14	\$57,691	\$59,587	\$61,484	\$64,484
1	15	\$59,964	\$61,860	\$63,757	\$66,757
Max	16	\$62,236	\$64,132	\$66,029	\$69,029

Newport EA Salary Schedule 2018-2019 (Year 2)							
To Max	Step	B	B+24	M	M+15	M+24	M+30
15	1	\$41,761	\$43,657	\$45,554	\$48,554	\$50,354	\$51,554
14	2	\$42,261	\$44,157	\$46,054	\$49,054	\$50,854	\$52,054
13	3	\$42,761	\$44,657	\$46,554	\$49,554	\$51,354	\$52,554
12	4	\$43,261	\$45,157	\$47,054	\$50,054	\$51,854	\$53,054
11	5	\$44,783	\$46,679	\$48,576	\$51,576	\$53,376	\$54,576
10	6	\$46,305	\$48,201	\$50,098	\$53,098	\$54,898	\$56,098
9	7	\$47,827	\$49,723	\$51,620	\$54,620	\$56,420	\$57,620
8	8	\$49,349	\$51,245	\$53,142	\$56,142	\$57,942	\$59,142
7	9	\$50,871	\$52,767	\$54,664	\$57,664	\$59,464	\$60,664
6	10	\$52,393	\$54,289	\$56,186	\$59,186	\$60,986	\$62,186
5	11	\$53,915	\$55,811	\$57,708	\$60,708	\$62,508	\$63,708
4	12	\$55,437	\$57,333	\$59,230	\$62,230	\$64,030	\$65,230
3	13	\$56,959	\$58,855	\$60,752	\$63,752	\$65,552	\$66,752
2	14	\$58,481	\$60,377	\$62,274	\$65,274	\$67,074	\$68,274
1	15	\$60,611	\$62,507	\$64,404	\$67,404	\$69,204	\$70,404
Max	16	\$62,741	\$64,637	\$66,534	\$69,534	\$71,334	\$72,534

<b>Newport EA Salary Schedule 2019-2020 (Year 3)</b>							
<b>To Max</b>	<b>Step</b>	<b>B</b>	<b>B+24</b>	<b>M</b>	<b>M+15</b>	<b>M+24</b>	<b>M+30</b>
<b>15</b>	<b>1</b>	\$42,937	\$44,833	\$46,730	\$49,730	\$51,530	\$52,730
<b>14</b>	<b>2</b>	\$43,437	\$45,333	\$47,230	\$50,230	\$52,030	\$53,230
<b>13</b>	<b>3</b>	\$43,937	\$45,833	\$47,730	\$50,730	\$52,530	\$53,730
<b>12</b>	<b>4</b>	\$44,437	\$46,333	\$48,230	\$51,230	\$53,030	\$54,230
<b>11</b>	<b>5</b>	\$45,959	\$47,855	\$49,752	\$52,752	\$54,552	\$55,752
<b>10</b>	<b>6</b>	\$47,481	\$49,377	\$51,274	\$54,274	\$56,074	\$57,274
<b>9</b>	<b>7</b>	\$49,003	\$50,899	\$52,796	\$55,796	\$57,596	\$58,796
<b>8</b>	<b>8</b>	\$50,525	\$52,421	\$54,318	\$57,318	\$59,118	\$60,318
<b>7</b>	<b>9</b>	\$52,047	\$53,943	\$55,840	\$58,840	\$60,640	\$61,840
<b>6</b>	<b>10</b>	\$53,569	\$55,465	\$57,362	\$60,362	\$62,162	\$63,362
<b>5</b>	<b>11</b>	\$55,091	\$56,987	\$58,884	\$61,884	\$63,684	\$64,884
<b>4</b>	<b>12</b>	\$56,613	\$58,509	\$60,406	\$63,406	\$65,206	\$66,406
<b>3</b>	<b>13</b>	\$58,135	\$60,031	\$61,928	\$64,928	\$66,728	\$67,928
<b>2</b>	<b>14</b>	\$59,657	\$61,553	\$63,450	\$66,450	\$68,250	\$69,450
<b>1</b>	<b>15</b>	\$61,449	\$63,345	\$65,242	\$68,242	\$70,042	\$71,242
<b>Max</b>	<b>16</b>	\$63,241	\$65,137	\$67,034	\$70,034	\$71,834	\$73,034

<b>Newport EA Salary Schedule 2020-2021 (Year 4)</b>							
<b>To Max</b>	<b>Step</b>	<b>B</b>	<b>B+24</b>	<b>M</b>	<b>M+15</b>	<b>M+24</b>	<b>M+30</b>
<b>15</b>	<b>1</b>	\$44,955	\$46,851	\$48,748	\$51,748	\$53,548	\$54,748
<b>14</b>	<b>2</b>	\$45,455	\$47,351	\$49,248	\$52,248	\$54,048	\$55,248
<b>13</b>	<b>3</b>	\$45,955	\$47,851	\$49,748	\$52,748	\$54,548	\$55,748
<b>12</b>	<b>4</b>	\$46,455	\$48,351	\$50,248	\$53,248	\$55,048	\$56,248
<b>11</b>	<b>5</b>	\$47,902	\$49,798	\$51,695	\$54,695	\$56,495	\$57,695
<b>10</b>	<b>6</b>	\$49,349	\$51,245	\$53,142	\$56,142	\$57,942	\$59,142
<b>9</b>	<b>7</b>	\$50,796	\$52,692	\$54,589	\$57,589	\$59,389	\$60,589
<b>8</b>	<b>8</b>	\$52,243	\$54,139	\$56,036	\$59,036	\$60,836	\$62,036
<b>7</b>	<b>9</b>	\$53,690	\$55,586	\$57,483	\$60,483	\$62,283	\$63,483
<b>6</b>	<b>10</b>	\$55,137	\$57,033	\$58,930	\$61,930	\$63,730	\$64,930
<b>5</b>	<b>11</b>	\$56,584	\$58,480	\$60,377	\$63,377	\$65,177	\$66,377
<b>4</b>	<b>12</b>	\$58,031	\$59,927	\$61,824	\$64,824	\$66,624	\$67,824
<b>3</b>	<b>13</b>	\$59,478	\$61,374	\$63,271	\$66,271	\$68,071	\$69,271
<b>2</b>	<b>14</b>	\$60,925	\$62,821	\$64,718	\$67,718	\$69,518	\$70,718
<b>1</b>	<b>15</b>	\$62,372	\$64,268	\$66,165	\$69,165	\$70,965	\$72,165
<b>Max</b>	<b>16</b>	\$63,819	\$65,715	\$67,612	\$70,612	\$72,412	\$73,612

<b>Newport EA</b> <b>Salary Schedule</b> <b>2021-2022 (Year 5)</b>							
<b>To Max</b>	<b>Step</b>	<b>B</b>	<b>B+24</b>	<b>M</b>	<b>M+15</b>	<b>M+24</b>	<b>M+30</b>
<b>15</b>	<b>1</b>	\$48,818	\$50,714	\$52,611	\$55,611	\$57,411	\$58,611
<b>14</b>	<b>2</b>	\$49,318	\$51,214	\$53,111	\$56,111	\$57,911	\$59,111
<b>13</b>	<b>3</b>	\$49,818	\$51,714	\$53,611	\$56,611	\$58,411	\$59,611
<b>12</b>	<b>4</b>	\$50,318	\$52,214	\$54,111	\$57,111	\$58,911	\$60,111
<b>11</b>	<b>5</b>	\$51,495	\$53,391	\$55,288	\$58,288	\$60,088	\$61,288
<b>10</b>	<b>6</b>	\$52,672	\$54,568	\$56,465	\$59,465	\$61,265	\$62,465
<b>9</b>	<b>7</b>	\$53,849	\$55,745	\$57,642	\$60,642	\$62,442	\$63,642
<b>8</b>	<b>8</b>	\$55,026	\$56,922	\$58,819	\$61,819	\$63,619	\$64,819
<b>7</b>	<b>9</b>	\$56,203	\$58,099	\$59,996	\$62,996	\$64,796	\$65,996
<b>6</b>	<b>10</b>	\$57,380	\$59,276	\$61,173	\$64,173	\$65,973	\$67,173
<b>5</b>	<b>11</b>	\$58,557	\$60,453	\$62,350	\$65,350	\$67,150	\$68,350
<b>4</b>	<b>12</b>	\$59,734	\$61,630	\$63,527	\$66,527	\$68,327	\$69,527
<b>3</b>	<b>13</b>	\$60,911	\$62,807	\$64,704	\$67,704	\$69,504	\$70,704
<b>2</b>	<b>14</b>	\$62,088	\$63,984	\$65,881	\$68,881	\$70,681	\$71,881
<b>1</b>	<b>15</b>	\$63,265	\$65,161	\$67,058	\$70,058	\$71,858	\$73,058
<b>Max</b>	<b>16</b>	\$64,442	\$66,338	\$68,235	\$71,235	\$73,035	\$74,235

Attachement "A"

**NEWPORT SCHOOL DISTRICT  
MEDICAL REIMBURSEMENT PROGRAM**

**PPO PLAN**

Newport School District has a medical plan through Highmark Blue Shield. The plan has a \$1,000 employee and \$2,000 family deductible. In association with this medical plan Newport School District has a Health Reimbursement Arrangement.

The Health Reimbursement Arrangement (HRA) will reimburse a portion of your deductible expense. The employee is responsible for the following deductible amounts:

2017-2018	\$125 single/\$250 family
2018-2019	\$250 single/\$450 family
2019-2020	\$300 single/\$600 family
2020-2021	\$350 single/\$700 family
2021-2022	\$400 single/\$800 family

After that responsibility has been met the District will pay the remaining deductible expense, up to the \$1,000 for a single employee or \$2,000 for a family.

- When an eligible claim is incurred it should be sent to Highmark Blue Shield as indicated on your Medical Identification card (normally this will be done by the health care provider). At that time, the claim will be processed and paid, or applied to your deductible. If you have met your portion of the deductible, Highmark will then process the claim under the Health Reimbursement Arrangement. If you have not met your full deductible amount, i.e. \$1,000 or \$2,000, you will receive two Explanation of Benefits (EOB's) from Highmark, one will indicate how Highmark processed your claim under the medical portion of the plan, the other will show that Highmark has processed the deductible portion that is not your responsibility under the HRA.
- When you receive an EOB from Highmark Blue Shield, look at the form to determine what patient responsibility you may have. Keep all of your EOBs in a safe place.
- If you are in your deductible period and will be receiving a service that will apply to the deductible you should always tell your provider about your HRA. Many providers will verify your eligibility and plan design with Highmark. If a provider is told you have a \$1,000 deductible they may require this at time of service. Highmark will not tell the provider about your HRA, but if your provider asks Highmark will verify that there is a HRA in place. Doing this may save you paying money upfront.

*"Attachment B"*

*GRIEVANCE FORM*

*Grievance Number*

*STEP I*

*Name of Grievant(s):*

*Grievant(s) Work Place:*

*Immediate Supervisor:*

*Nature of Alleged grievance:*

*Provision of Agreement Violated:*

*Date of occurrence:*

*Action Desired by Grievant(s):*

*Date submitted*\_\_\_\_\_

\_\_\_\_\_  
*Signature of Grievant(s)*

*Disposition by Immediate Supervisor:*

*Date of Disposition*\_\_\_\_\_

\_\_\_\_\_  
*Signature of Supervisor*



*STEP 1 (continued)*

*Response of Grievant(s):*

*Date of Response* \_\_\_\_\_

\_\_\_\_\_  
*Signature of Grievant(s)*

*STEP II*

*To be completed by Superintendent*

*Date received by Superintendent*

*Disposition of Superintendent:*

*Date of Reply* \_\_\_\_\_

\_\_\_\_\_  
*Signature of Superintendent*

*Response of Grievant(s):*

*Date of Response* \_\_\_\_\_

\_\_\_\_\_  
*Signature of Grievant(s)*

*STEP III*

*To be completed by Board Secretary*

*Date received by Board Secretary*

*Disposition of Board:*

*Date of Reply* \_\_\_\_\_

\_\_\_\_\_  
*Signature of Board Secretary*

*Step IV*

*To be completed by Newport Education Association*

*Notice of intent to submit grievance to Arbitration:*

*Date of Response* \_\_\_\_\_

\_\_\_\_\_  
*Signature of Grievant(s)*

Attachment "C"

Insert Summary of Benefits Chart