Collective Bargaining Agreement

between

Woodland Hills School District

and

Woodland Hills Education Association

2015-2016
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ARTICLE I - GENERAL

SECTION 101 - PREAMBLE

This Agreement made and entered into this 23rd day of August 2012 between the WOODLAND HILLS SCHOOL DISTRICT, Pittsburgh, Pennsylvania, hereinafter called the “Board” and the WOODLAND HILLS EDUCATION ASSOCIATION, PSEA/NEA, hereinafter called the “Association” and

Recognizing that providing quality education is the mutual goal of the Board of School Directors and of the Association and that the character of such education depends to a great extent upon the knowledge, skill, ability and morale of its professional Employees; and

WHEREAS, the Board and the Association believe in the importance of schools as an agency for the preservation and extension of our democracy; and

WHEREAS, the Board and the Association are mutually committed to the human rights and dignity of all, and to policies and programs of racial integration and desegregation as being necessary to good education, good management and good government; and

WHEREAS, the Employer and the Association agree that they will not discriminate against any teacher on the basis of race, creed, color, national origin, sex, age, marital status, handicap (as defined in applicable federal or state law) or participation or lack of participation in the activities of the Association.

As used herein the term “discriminate against” means the exercise of prejudice against an individual having no reasonable or lawful justification or explanation.

WHEREAS, the parties to this agreement are mutually committed to the necessity of equal educational opportunity for all pupils of the Woodland Hills School District; and.

WHEREAS, it is the mutual responsibility of all members of the Woodland Hills School District to insure that good order and discipline are maintained throughout the District and that the classroom teacher is fully supported in all reasonable measures taken by him to maintain and effectuate good order and discipline in his classroom; and

WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classroom and the Board which has final responsibility for the operation of the school system; and

WHEREAS, the Association has been duly elected by a majority of teachers as the exclusive representative of teachers; and

WHEREAS, the laws of the Commonwealth of Pennsylvania authorize collective bargaining for public Employees and authorize public employers to enter into collective bargaining agreements with, the representative of their Employees; and

WHEREAS, the Parties desire to incorporate their agreements and certain other matters into a formal contract, and believe that such action is in the best interests of community, children, school district and teachers;

THEREFORE, the Parties agree as follows:
SECTION 102 - RECOGNITION

The Woodland Hills School District recognizes the Woodland Hills Education Association PSEA/NEA as the exclusive bargaining representative for the bargaining unit as certified by the Pennsylvania Labor Relations Board in Certification of Representative No. PERA-R-81-585-W under the conditions and limitations of the Pennsylvania Public Employee Relations Act, Act 195 providing for collective bargaining for public Employees. (Copy of Certification attached as Appendix A.)

SECTION 103 - PLEDGE OF QUALITY INTEGRATED EDUCATION

The Association on behalf of those whom it represents and the Board on behalf of itself and its Employees mutually pledge the fullest cooperation with each other in achieving quality integrated education through integration of staff and student bodies at all levels and in all sections of the School District and through cooperation in planning courses of study geared towards understanding and working with children with cultural differences, consistent with the terms and conditions of this labor Agreement

SECTION 104 – DEFINITIONS

As used in this Agreement:

A. “Association” means the Woodland Hills Education Association PSEA/NEA.
B. “Employee” means any Employee represented by the Association in the Bargaining Unit as certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-81-585-W dated January 21, 1982.
C. “Employer” means the Woodland Hills School District;
D. “District” means the Woodland Hills School District.
E. “Parties” means the Association and District jointly.
F. “Board” or “School Board” means the elected governing body of the District or any subcommittee thereof.
G. “Principal” means the highest administrator in charge of a school building or his designee.
H. “He” means he or she and refers to both male and female unless the plain meaning indicates otherwise in a particular Section.
I. “Secondary” shall include Junior High School teachers and Senior High School teachers.
J. “Days” means workdays unless the plain meaning indicates otherwise in a particular Section,
K. Assignment shall be defined as:

The placement of the professional staff for the upcoming school year into positions similar with their previous assignment.
L. **Reassignment** shall be defined as:
   The change of an individual teacher from one area of certification to another or from one building to another from the previous year.

M. **Reorganization** shall be defined as:
   The process in which the School Board adopts a comprehensive plan to redefine its grade configuration and its building utilization. Included in the process could be (1) the closing of buildings, (2) the restructure of grades within a building and (3) the redrawing of the student attendance zones.

**SECTION 105 – STATUTORY RIGHTS CLAUSE**

This Agreement does not add to or subtract from any rights or obligations which teachers may have pursuant to any local, state or federal law or regulation except as provided in paragraph H of the grievance procedure.

**SECTION 106 – MODIFICATION**

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the Parties.

**SECTION 107 – SUB-CONTRACTING PROTECTION**

The School District will not enter into any new contractual arrangement, or expand any current contract arrangement if it would directly or indirectly cause the furloughing of a currently employed bargaining unit member.

It is recognized, however, that from time to time the District may have an educational need to create a less than half-time position to perform professional duties. Such position will be created for one school year or less, but in no event shall the position exist for more than one school year unless mutually agreed upon by the parties. The hiring procedure for such position will be in accordance with Article VI Section 602 - Posting of Vacancies. The District shall not assign the person filling this independent status position any additional duties (example: hall duty, cafeteria duty, study hall, etc.). Said Employee shall be paid less than a first-year teacher.

Should the Employee who filled the above-mentioned position be hired by the District into a full-time regular professional position, such Employee will be hired on Step 1 of the Salary Schedule.

**SECTION 108 – COMPLIANCE**

Any individual contract between the District and an individual Employee for professional services which are covered by this Agreement shall be subject to and consistent with the terms and conditions of this Agreement.

**SECTION 109 – RETENTION OF MANAGEMENT RIGHTS**

The District retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the Commonwealth of
Pennsylvania and as provided in the Public Employee Relations Act, 43 P.S., 1101.101 et seq., except as modified by the express provisions of this Agreement.

SECTION 110 – NO STRIKE - NO LOCKOUT

The Parties mutually recognize that continuity of education effort is of primary concern and importance.

Both Parties agree to implement faithfully the provisions of this Agreement and to abide by the provisions of the Public Employee Relations Act, Act 195, as they relate to strikes. The District pledges that it will not conduct or cause to be conducted a lockout during the term of this Agreement.

SECTION 111 – SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held by a court of last resort to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

In the event any article or part of any article of this Agreement is held to be contrary to law as set forth above and therefore void and unenforceable, the Parties shall commence renegotiation of such article or part of any article within 45 days.

If impasse results, the issue shall be submitted to arbitration in accordance with Section 402 of this Agreement, it being the intent of the Parties to secure language as similar as possible to the original language and intent.

ARTICLE II - THE ASSOCIATION

SECTION 201 – ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

Upon request by the Association, the Board will make available information in its possession which is relevant to negotiations and/or the administration of this collective bargaining agreement and will make available information in its possession which is public in nature.

The Board shall make available to the Association one copy of the monthly Board meeting minutes.

B. BULLETIN BOARDS

The School District will provide a bulletin board in each building, located in a faculty room, for the display of Association information. The Association shall designate an Association member at each building who will assume responsibility for the appropriateness of the materials displayed and the actual posting of same. A courtesy copy of any material posted will be
provided to the Principal of each building where the posting occurs. The bulletin board is for official business of the Association only.

C. SCHOOL MAIL

The Association shall be permitted to use the inter-school mail service, email, the individual mail boxes, and any applicable technology for the distribution of printed materials of the Association, provided it does not interfere with the regular school mail. No printed material of the Association shall be distributed unless it has been approved by the Association President. Concurrent with the distribution of any materials through the inter-school mail, courtesy copies of these materials shall be provided to the Superintendent of Schools and each building Principal.

D. SCHOOL EQUIPMENT

The Association shall be permitted to use school equipment, including computers, copying machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment when such equipment is not otherwise scheduled for use and on the basis that the Association assumes full liability for all damage resulting from such use.

E. USE OF FACILITIES

Upon prior notification to the building Principal, the Association will normally be permitted the use of school buildings and school equipment at reasonable times for Association business. No charge will be made to the Association for such use, but the Association hereby assumes all liability for any damage resulting from such use. Use of the building and any/all equipment is subject to prior commitments to other organizations and to special circumstance which may prevent granting of use of any specific date.

SECTION 202 – ASSOCIATION PRESIDENT

The Association President will not normally be assigned study hall, cafeteria duty, or bus duty so that he/she may use his/her unassigned time for Association duties. The President must meet his/her teaching obligations, including use of his/her preparation time for professional activity. Both Parties recognize that the President will occasionally leave his/her building for urgent and immediate Association business; but the Association President shall inform the Principal of his/her destination. The Association President shall not abuse this right.

SECTION 203 – ASSOCIATION MEETINGS

By September 1 of each year of this Agreement, the Association shall notify the Superintendent and building Principals of the dates for its two (2) regular general meetings and regular monthly Executive Committee meetings. Except in an emergency, the District agrees not to schedule thereafter district-wide or building meetings that will conflict with Association meetings.

SECTION 204 – ASSOCIATION RELEASE TIME

Upon request, professional Employees shall be granted excused absence with pay for attendance at meetings, seminars or conferences of an educational nature, not primarily of a
collective bargaining nature, conducted by the Pennsylvania State Education Association or the National Education Association.

The total number of teacher days of excused absence which may be granted to the ASSOCIATION will not exceed twenty (20) days per year. The Association will pay the cost of a day-to-day substitute, if needed.

SECTION 205 – ASSOCIATION LEAVE OF ABSENCE

A full-time leave of absence will be granted to a maximum of two Association members in any one school year for at least one semester for service as a State or National Association elected officer. Such Employees may request an extension of time for continuation in office and this request will not be unreasonably denied. In any event such request will not exceed four consecutive calendar years. Returning Association members shall receive credit for salary purposes for time spent on Association leaves of absence.

SECTION 206 – NAMES AND ADDRESSES NOTIFICATION

The names and addresses of all newly elected bargaining unit Employees shall be available to the Association, subsequent to the action of due Board of School Directors.

The Association shall indemnify, defend and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken by the District under this Section or Section 806.

SECTION 207 – MAINTENANCE OF MEMBERSHIP

All Employees who are members of the Association on the effective date of this Agreement or who thereafter during its term become members of the Association shall, as a condition of continued employment, maintain their membership in the Association for the term of this Agreement provided, however, that any such Employee may resign from membership in the Association during a period of fifteen (15) days prior to the expiration of this Agreement.

SECTION 208 – ORIENTATION

Upon prior written request the Superintendent or staff person conducting any orientation program for new or continuing professional Employees will permit the Association President or his designee to make an oral announcement of any Association meeting planned or scheduled for that same day after the orientation program. It is understood and agreed that such announcement is for information.

ARTICLE III – PROFESSIONAL RESPONSIBILITIES

SECTION 301 – GRADING OF STUDENTS

Teachers shall determine course grades in accordance with the district grading policy.

If such grading is subsequently changed by the administration and not agreed to by the teacher, a written statement of position will be placed in the student’s permanent file if requested by the teacher; it shall remain there for three (3) years.
SECTION 302 – REQUIRED (FORMAL) MEETINGS

Whenever an Employee is formally notified in writing to appear before the Board, any Committee thereof, Superintendent or his designee, or a supervisor, concerning his continuation of employment or other discipline, he shall be given a minimum of three (3) days’ notice and the reasons therefore, unless more immediate action is necessary.

The Employee will have the right to have a representative of the Association present to advise and represent him during such appearance.

Nothing in this Section shall in any way impair the rights of the Employer normally attendant to the Employer/Employee relationship.

When a professional Employee’s unsatisfactory rating is to be discussed with an Administrator, the Employee shall have the right to have an Association representative present.

SECTION 303 – LESSON PLANS

Lesson planning is an essential part of the teaching process and a proper subject for evaluation. The Principal or supervising Administrator has the authority to determine whether instructional objectives and related content are consistent with the Board educational policy decisions and established instructional guidelines.

Lesson plans representing planned courses of study and/or curriculum guides shall be prepared weekly by each teacher. The lesson plan form to be used and the method of submission will be developed by representatives of the building Administration and volunteers from the building teaching staff with final approval by the building Principal.

SECTION 304 – OPEN HOUSE

Open House - an evening open house for each elementary and secondary building will be scheduled by the Administration. These evening hours will comprise a one-half (1/2) P.M. clerical day. The first Friday following the last scheduled open house shall be one-half (1/2) A.M. clerical day. The second half shall be release time for only those teachers that attended their scheduled open house.

Teacher attendance and participation in the open house program shall be mandatory.

ARTICLE IV – PROFESSIONAL EMPLOYEE RIGHTS

SECTION 401 – JUST CAUSE PROVISION

No member of the bargaining unit shall be discharged, disciplined, reprimanded, suspended, reduced in rank or compensation or deprived of any professional advantage as it relates to his primary responsibility as a classroom teacher and is available to members of the bargaining unit as an entity without just cause.

Any such action taken by the Board, or any agent thereof, shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the professional Employee involved, and with his consent, to the Association.
SECTION 402 – GRIEVANCE PROCEDURE

It is the desire of the District and the Association that all grievances be resolved informally and at the earliest possible stage of this grievance procedure. Informal settlements at any stage shall bind the immediate Parties to the settlement but shall not be precedents in any later grievance proceeding.

A. DEFINITIONS

1. “Grievance” means:
   a) A complaint regarding the meaning, interpretation or application of any provision of this Agreement, or

2. “Grievant” means one or more members of the bargaining unit covered by this Agreement or the Association or the School Board.

3. “Association Grievance” shall be filed at Step 2 and means either:
   a) A grievance filed by the Association for multiple members of the bargaining unit.
   b) A grievance filed by the Association claiming that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement which pertains to the rights and privileges of the Association.


5. “Superintendent” means the Superintendent of Schools or the Superintendent’s designee.

6. “Grievance Form” means the form agreed to by the Parties. (Appendix C)

B. PROCEDURE

Failure at any level of this procedure to communicate the decision in writing to the grievant within the specified time limit shall permit the grievant to proceed to the next prescribed step. The grievant may withdraw a grievance at any time. Failure on the part of the grievant to appeal a decision rendered to him within the specified time limits shall be deemed acceptance of that rendered decision. In the event of extenuating circumstances time limits may be extended by mutual written consent of the Parties to the grievance.

Any aggrieved Employee may be represented at all stages of the grievance procedure, exclusive of the arbitration level by himself, or at his option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

All grievance activity beyond Step 1 shall be conducted outside of normal school hours at a mutually convenient time.
Grievance meetings shall include only the Parties to this Agreement and their designated or selected representatives; the grievant may request a closed Step 1 or 2 meeting.

C. STEPS AND TIME LIMITS

Before submitting a grievance in writing, an Employee must attempt to resolve it through informal discussions with the Principal. This discussion must take place within twenty (20) days after the Employee knew or reasonably should have known of the event giving rise to the grievance.

Step 1. If the grievance is not resolved through this informal discussion, the Employee may submit the grievance on the prescribed form to his/her Principal. The grievance form must be received by the Principal within fifteen (15) days after the informal discussion with the Principal. The Principal shall respond to the grievant in writing within five (5) days following receipt of the grievance form.

Step 2. If the grievant is not satisfied with the Principal’s decision, the grievant may submit the grievance to the Superintendent. The grievance form must be received by the Superintendent within seven (7) days after receipt of the Principal’s decision. The grievant must state the reasons for considering the Principal’s decision unsatisfactory. The Superintendent will schedule a meeting to be held within seven (7) days after receipt of the grievance. At this meeting each Party may include four (4) additional persons. The Superintendent shall respond in writing to the grievant within five (5) days after the meeting.

When the Association files a grievance at Step 2, it must do so within twenty (20) days of when it reasonably should have known of the event or occurrence giving rise to the grievance otherwise the grievance will not be processed further.

Step 3. If the grievant is not satisfied with the Superintendent’s decision, he may, within fifteen (15) days after the Level 2 decision, request in writing that the Association submit the grievance to arbitration. If the Association desires, it may submit the grievance to arbitration within fifteen (15) days.

D. ARBITRATION

If the Association is not satisfied with the response from Step 3, the Association shall submit the grievance to binding arbitration as provided in Section 903 of Act 195 of 1970, or as amended. The parties shall either agree upon an arbitrator or request a panel of arbitrators from the Bureau of Mediation. The Bureau of Mediation shall provide a list with all Arbitrators being members of the National Academy of Arbitrators. The parties shall employ the method of selection provided by Section 903 of Act 195 of 1970, or as amended.

The arbitrator so selected shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator’s decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this
Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the Parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the Party incurring same.

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

E. BOARD GRIEVANCES

The Board through the Superintendent may process a grievance against the Association, but not against any individual professional Employee, regarding the meaning, interpretation or application of any provision of this Agreement. Such grievance shall be filed originally at Level 2 of this grievance procedure within twenty (20) days after the District knew or should have known of the event giving rise to the grievance. The filing of the grievance would be done by presenting the Association with the proper forms. A conference shall be held at Level 2 on such a grievance before it may be referred to arbitration.

F. END OF SCHOOL YEAR GRIEVANCES

In the event that a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a Party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

G. DOCUMENTS, COMMUNICATION AND RECORDS

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

SECTION 403 – PERSONAL FREEDOM

The Parties shall respect the private and personal life of all District Employees and Board members except as it may affect their ability to perform their duties and as the School Law of Pennsylvania or other applicable laws and regulations provide.

SECTION 404 – ACADEMIC FREEDOM

The Parties agree that a free society is dependent upon the education afforded its people and therefore affirm the right of teachers to freely pursue truth and knowledge in the performance of their professional duties.

The Parties also agree that the Board has the authority and obligation to establish educational policy which includes for example course content and guidelines for use of instructional materials.
In performing their teaching function, teachers may express their personal opinions on all matters relevant to the course content, provided however, that they identify their own opinions as such and give a responsible presentation of the approved course content.

SECTION 405 – PERSONNEL FILES

The official personnel record for professional Employees shall be housed in the Division of Personnel offices and shall be maintained in accordance with Pennsylvania law.

Inspection of his file by a professional Employee shall be in accordance with 43 PS 1322 of 1978.

The teachers shall have the right to examine and to make notes concerning any documents within the statutory definition of “personnel file;” he may also prepare and attach to such documents a written statement in reference thereto.

A copy of P.L. 1212 of 1978 will be provided to each Employee at the time of distribution of the contract. Notices of commendations written by the Administration or Board will be included in an Employee’s file. Notices of commendations that result from professional activities may be submitted to the Office of the Superintendent for his review for possible inclusion in the Employee’s personnel file.

Any disciplinary warning or disciplinary time-off records shall be expunged from the file provided that there has been no repetition of the same or similar offenses during the intervening three (3) year period.

An Employee who wishes to examine his personnel file must provide an oral request one (1) working day in advance followed by a written request.

SECTION 406 – SENIORITY

A. DEFINITION

Seniority shall mean the length of service from the Employee’s first day of work as a Temporary Professional Employee; a Professional Employee; or beginning as a continuous Long Term Substitute following the last date of hire. First day of Work means the first day of teacher utilization in the school year regardless of calendar date. All teachers starting the school year together have a common first day of work. Teachers starting after the first day of work receive pro rata seniority credit for the year. A Long Term Substitute is defined as someone who has worked a minimum of ninety (90) consecutive student days during the school year.

Seniority shall accrue to a teacher according to service in all areas of his certification. An Employee who works before or beyond the normal school year shall not be considered to have accumulated more seniority than an Employee who works for the normal year. Any newly hired and/or continuing regular part-time Employee accrues seniority computed on a pro rata basis of the actual school year worked; any newly hired and/or continuing regular part-time Employee who is furloughed will accrue seniority computed on a pro rata basis of the actual school year last worked.

Regardless of an earlier first day of utilization, all bargaining unit members will receive no more than one year of seniority credit for each school term. If an individual begins working prior to formal Board approval, seniority shall accrue from actual first day of utilization.
**Break-in-Service** – An Employee’s seniority shall be lost and Employee’s name shall be removed from the seniority list by any of the following: 1) Retirement, 2) Resignation, 3) Discharge for cause, 4) Continuous lay-off beyond four (4) years unless that individual has been employed in the District for a semester or more during the four year period, 5) Failure to accept recall (in accordance with Act 97) within ten (10) working days of being contacted by the District.

Failure to respond within the ten (10) day period will not usurp the Employee’s position on the seniority list, however, the District may move to the next Employee on the list if no response has been received within the specified time period. (It is agreed that the most senior eligible Employee responding within the specified time frame shall receive the position). Any teacher recalled to a part-time position shall receive full-time seniority credit for such service.

The District shall have the right to fill a vacancy on a temporary emergency basis until such time as an eligible bargaining unit member is secured in accordance with the stipulated procedure.

**B. SENIORITY LIST**

The District shall compile and post in each District building (one in building office, one on faculty room bulletin board), a bargaining unit seniority list delineating each Employee’s first day of teacher utilization (as established by Subsection A above), certifications), and any resolution of ties (as established by Subsection C below). Said list shall be available upon request and may be copied by the Employee.

The information printed on the annual seniority list shall not be challenged or grieved by any Employee or by the Association with the exception of the newly hired Employee. If a typing error has occurred when the current annual list is compared to the previous annual list, the typing error will be corrected.

Only the newly hired Employees shall have a period of thirty (30) calendar days after the list is available in which to challenge their information on the seniority list by notifying the District and the Association in writing. Rankings not challenged within thirty (30) days may not be challenged thereafter. The District shall, respond in writing to the individual and Association President to all such challenges within thirty (30) days. Any disputes will be resolved in accordance with the grievance procedure. Any revision, if applicable, shall be provided to bargaining unit members within thirty (30) days of the resolution.

The District shall also provide the Association with a copy of any posted seniority list.

**C. RESOLUTION OF TIES**

Whenever two or more teachers have equal District Seniority, i.e. they each share the same first day of work as defined in Subsection A above, the following sequence shall apply for determining relative seniority amongst said teachers:

1. Time spent (one semester or more) as a full time substitute contiguous with regular service in the present School District.

2. Years of service as a public school teacher in Pennsylvania (K-12).
3. Years of service as a public school teacher outside of Pennsylvania.

If these periods of service are equal, then within thirty (30) days after commencing work for the District the affected names shall be placed into and drawn from a hat by a School District Administrator in the presence of at least two (2) Association Representatives and one (1) additional District Representative. The number pulled from the hat shall determine the placement of the affected teacher on the bargaining unit seniority list and shall remain with the affected teacher for the duration of his employment with the District, subject to a break in service as set forth in Subsection A.

D. VETERAN’S PREFERENCE

The Military Service of a “soldier” shall be calculated in accordance with applicable provisions of the Pennsylvania Consolidated Statutes.

SECTION 407 - PERSONAL DATA NOTIFICATION

Each year in the period between June 1 and August 31, each Professional Employee shall be provided a description of insurance coverages. Further, the Employee shall be provided with a notification of accumulated sick days, of entitlement of personal days, of E.D.R. positions, and of the applicable salary for the ensuing year.

SECTION 408 – OUTSIDE COMPLAINTS

When a complaint is made by the parent of a student or any member of the public concerning a teacher’s conduct and performance, and is communicated in writing or is deemed by the supervising administrator or his designee to be serious enough to require further investigation, the teacher shall be informed of the complaint and the teacher and the supervising administrator shall attempt to resolve the complaint with the complaining party.

SECTION 409 – CRITICISM OF EMPLOYEES

Negative comments or criticism to an Employee by a Supervisor, Administrator or Board member shall be made privately and not in the presence of students, parents, fellow Employees or at public gatherings.

SECTION 410 – DISCIPLINE PROCEDURE

A. The Board shall have the right to discipline or discharge for just cause. Disciplinary measures shall include the following:

1. Oral reprimand, then
2. Written reprimand including recommendation(s) for improvement, then
3. Suspension (reason to be given in writing, with a copy to the Association), then
4. Further offenses will result in action deemed appropriate by the District.

B. The above sequence of discipline will not apply where the cumulative discipline record shown by disciplinary measures described above, or seriousness of the offense warrant
more severe measures by the Board, including immediate discharge under appropriate circumstances.

C. Any disciplinary action or measure imposed upon a regular Employee may be processed as a grievance through the regular grievance procedure.

D. If the Board has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or in public.

SECTION 411 – INDEMNIFICATION FOR COLLECTION OF MONIES

The School District shall indemnify and hold harmless from any liability, except where negligence is shown to have occurred, teachers who, as part of their assigned duties, collect student monies for school related activities.

SECTION 412 – ADULT EDUCATION & SUMMER PROGRAM POSTING

The District agrees to post notice of opportunities made available by the Community College in conjunction with the Adult Education and Summer School programs of the Woodland Hills School District. The District agrees to forward the names of interested individuals to the Community College.

SECTION 413 – CURRICULUM DEVELOPMENT

A. The Parties mutually recognize that the Board has responsibility for the establishment of curriculum for the School District.

B. Curriculum policies and procedures are not a part of or subject to this Agreement.

C. The Board recognizes that its professional Employees at appropriate levels will be consulted so that curriculum can be evaluated and improved and so that the Board may effectively respond to constructive changes in educational programs.

D. When a constructive change in a curriculum area is proposed by the School District, a curriculum ad hoc committee will be organized to improve/evaluate any changes needed.

E. Work performed on curriculum development outside the regularly scheduled hours shall be paid at the rate of Twenty-Two Dollars ($22.00) per hour, provided such work hours are approved in advance by the District.

A notice of such committee will be posted at least ten (10) working days. A copy of the posting will be given to the Association.

Professional Employees interested in a voluntary appointment to such committee must submit a written letter including a resume to the Director of Personnel.

SECTION 414 – ANNUAL SCHOOL BOARD MEETING

A. At the request of the Association, the Board of School Directors and Superintendent will meet at least once a year with the officers of the Association. The date for such meeting(s) will be established by mutual agreement and each Party will submit its agenda to the other’ Party at least one week in advance of the scheduled meeting. This meeting is for
discussion concerning general and specific educational problems of the School District and shall not constitute a forum for discussion of labor relations matters.

B. The Association and the Superintendent or his designee shall establish monthly meetings for the purpose of discussing matters of mutual concern.

SECTION 415 – ASSAULT/PERSONAL INJURY

The School District shall provide all possible assistance, including permissible legal support, to teachers who are assaulted while engaged in the proper performance of their teaching duties.

If an absence arises out of or from an assault, personal injury, and/or an act of student violence to an Employee during the proper discharge of duties as determined by the Superintendent, the Employee shall suffer no loss in regular wages or sick days up to a maximum of seven (7) work days.

The Superintendent’s determination is final and is not subject to the grievance procedure.

Assault shall be defined as a direct attack by a juvenile, parent or adult

Personal injury shall not be limited to an injury incurred while breaking up a fight.

This definition applies to Section 415 only.

ARTICLE V – WORKING CONDITIONS

SECTION 501 – TEACHER WORK YEAR

The work year for teachers shall be:

2011-2015 - 180 student days and 192 teacher days. This will include three (3) clerical days *, four (4) in-service days during the school year and five (5) in-service days to be scheduled and worked from 8:00 a.m. - 1:00 p.m.

* Clerical days will be scheduled as follows: one day at the beginning of each school year; one during the Open House (See Section 304); and one day at the close of each school year.

It is agreed that normal department meetings may be held at the beginning of the year clerical day.

Orientation In-Service -

A. The work year for any newly-hired temporary professional or any newly-hired professional Employee or any temporary professional or professional Employee who is recalled to full-time regular status will include three (3) additional teacher work days which will be utilized for orientation/in-service.

B. The work year for any newly-hired temporary professional or any newly-hired professional Employees or any temporary professional or professional Employee who
is recalled to a regular position which is less than full-time (i.e. half day) will be prorated based upon the number of teacher work days for that school year plus the three (3) additional work days utilized for orientation/in-service described in Paragraph A above.

C. The three (3) additional days shall apply to the first year of employment only. The three (3) additional days will not apply if the recalled Employee was utilized by the school district as a long-term substitute for the school year immediately preceding his/her recall to a regular full-time or regular part-time position.

The Superintendent may waive any or all of the three (3) additional orientation/in-service days for the recalled Employee at the discretion of the Superintendent.

SECTION 502 – TEACHER WORK DAY

The length of the normal work day shall be seven (7) hours and thirty (30) minutes (inclusive of lunch). Teacher arrival and departure times shall be determined by each building administrator.

Unusual circumstances may require special arrangements to assure that all students are properly supervised. During these unusual circumstances, Section 816 will not be applicable. This provision shall not be utilized to routinely extend the length of the current teacher day.

Teachers recognize and agree that supervision of students both before and after school is part of their professional responsibilities, and they will cooperate with their building principal in establishing an equitable rotating supervision schedule.

Teachers recognize that their professional responsibilities include informal student-parent contacts; such contact time does not qualify for additional pay.

Building and District-wide staff meetings may be scheduled.

Principals will coordinate such meeting(s) with the Association building representative(s) in advance. The meeting(s) shall be limited to no more than forty-five (45) minutes per week beyond the normal teacher day. If the time extends beyond forty-five (45) minutes, such time will be subject to reimbursement as per Section 816.

SECTION 503 – TENTATIVE TEACHING SCHEDULES

All Employees shall be notified no later than two (2) weeks before the start of school each year of their tentative teaching schedules for the coming year. Teachers will be notified of any subsequent change in said schedule as soon as possible and upon request shall be given the opportunity for consultation relative to a change of subject or grade level. By January 10, Secondary Employees shall receive notice of any change in their expected second semester teaching schedules.

SECTION 504 – TEACHER EVALUATIONS

A. OPEN EVALUATIONS

All monitoring or observation of the work performance of a professional or temporary
professional Employee shall be conducted openly and with full knowledge of the Employee. All regular full-time professional staff members will be observed at least twice during a school year by the Administration. Temporary Professional Employees will be observed three times during a school year. No prior announcement of the observation is necessary nor is any alteration of the lesson plan required. However, if the building principal observes poor planning is a contributing factor to classroom management problems, the staff member will be required to submit lesson plans in greater detail.

B. OBSERVATION/EVALUATION

The following procedures will be followed:

1. Classroom and Walk-Through Observations
   a. The School District retains its right to employ observation forms which include the identification of areas of professional responsibility which require improvement.
   b. In the event the teacher does not agree with the Principal’s observation, the disagreement must be submitted in writing to the Principal. Attempts shall be made to resolve disagreements.
   c. A copy of the teacher’s statement shall be attached to the observation and made a part of the individual’s personnel file.
   d. An Employee shall be given a copy of any observation report prepared by his evaluators at least one (1) day before any conference to discuss it, unless an earlier or immediate conference is necessary in the judgment of the evaluator. No such report shall be placed in the Employee’s file, or otherwise acted upon without prior notice to the Employee.
   e. The observer shall offer recommendations and/or suggestions for improvement in the classroom which he believes may be appropriate.
   f. No formal observations will be made on a school day immediately preceding or following the Thanksgiving, Winter, Spring, or Summer vacation, or during the first five (5) days or last five (5) days of school, or during other extraordinary circumstances.

2. Evaluations
   a. The annual rating for each teacher will be distinguished, proficient, needs improvement or unsatisfactory.
   b. No bargaining unit member will receive a year-end unsatisfactory rating unless at least one (1) observation has been conducted by the Superintendent or his designee. The Superintendent’s designee shall be a certified supervisor other than the teacher’s immediate supervisor.
   c. The evaluator shall offer recommendations and/or suggestions for improvement in the classroom which he/she believes may be appropriate.
SECTION 505 – DISCIPLINE POLICY

A. A committee of District and Association representatives will meet on a biannual basis to review, evaluate, and make recommendations to update the established policy.

B. Once established, the Parties agree that any changes in the policy shall be accomplished through the mutual cooperation of the District and the Association. The District agrees not to make substantial changes in the policy without prior consultation with the Association.

C. Both Parties agree to faithfully implement and enforce the provisions of said policy. If a teacher feels the policy is not being followed properly, he shall discuss the matter with his immediate supervisor. If the matter is not resolved at this level, he may refer it to the Association.

D. The Association shall appoint a person in each building to serve as a discipline liaison.

E. Copies of the approved Code of Student Conduct will be distributed to the teachers prior to the first student day.

SECTION 506 – STAFF MEETINGS

Teachers are required to attend building meetings called by the Superintendent, Principals, or department heads as the need for these meetings arises. Normally these meetings will not exceed the teacher day by more than forty-five (45) minutes. If the time extends beyond forty-five (45) minutes, such time will be subject to reimbursement as per Section 816.

SECTION 507 – ELEMENTARY TEACHING LOAD AND PREPARATION PERIODS

Elementary teachers shall have a minimum of forty (40) consecutive minutes of daily preparation time during the student day, with a minimum of 200 minutes per week.

The start of the teacher work day will include twenty (20) minutes of planning and preparation time. The time between this planning and preparation period and the start of the student day will be utilized for the supervision of students.

Variations in the length of preparation periods for various levels shall not be based upon whether the level is a primary or intermediate level.

Occasionally a special event may shorten or cancel a scheduled preparation period. In such an event, the building Principal will attempt to equitably adjust the schedule.

Every attempt will be made to insure that a daily preparation period will be scheduled. In the event that it is impossible to accomplish this, the following will occur:

– Representatives of the District and the affected faculty will meet to discuss the circumstances.

– The District will utilize volunteers who are willing to accept less than one (1) daily preparation period. If there are no volunteers, the building Principal and affected faculty will meet to work out an equitable schedule.
– No teacher will be assigned to a schedule with no daily preparation for two consecutive years. No teacher will have more than one day a week without a preparation period.

– Teachers will be relieved of all ancillary duties on any day they do not have a preparation period (i.e., hall duty, bus duty, lunch duty or breakfast duty).

Teachers are not required to be in the room when a specialist is teaching.

SECTION 508 – SECONDARY TEACHING LOAD AND PREPARATION PERIODS

Teachers shall not have more than three (3) subject preparations per week. When additional preparations are required, such load shall be rotated from year to year. Any teacher having more than three (3) subject preparations per week shall not be assigned non-instructional duties.

The normal teaching load for secondary teachers shall be as follows:

1. Five (5) preparation periods per week, and

2. One (1) duty free lunch period per day, and

3. The remainder of the work day shall be devoted to

4. Instructional and non-instructional duties as assigned. Teachers will not be assigned in excess of thirty-three (33) periods per week with a maximum of thirty (30) instructional periods, the remaining periods will be assigned as non-instructional duties.

Non-instructional periods shall include, but are not limited to in-school suspension, cafeteria duty, AM/PM detention, and Core Team Department Heads.

If an on-call assignment is assigned, it may only be utilized to replace a non-instructional assigned period.

On-call assignments (whether assigned separately or in combination) will be assigned for a specific day or days and/or for a specific period or periods.

5. It is recognized and agreed that there are times when it is necessary to assign a Science Lab schedule with less than three (3) non-instructional periods resulting in thirty-five (35) instructional periods. Teachers who are assigned thirty-five (35) instructional periods shall not be assigned any additional duties.

The principal will explore alternatives in order to avoid assignment of two (2) preparation levels during an instructional period.
WAIVER OF PREPARATION PERIODS

A. Secondary Teachers

Secondary teachers shall have at least one scheduled preparation period (at least the length of a normal teacher period) during each normal student day. It is understood that occasionally activities such as extended homeroom periods or assemblies may shorten or cancel a scheduled preparation period. This provision does not preclude an individual teacher from waiving his right to a daily preparation period if he and his immediate supervisor mutually agree that it would be in the best interest of the District’s educational needs. Such waiver does not violate any other provision of this Section.

SECTION 508.5 – TRAVELING TEACHERS

Itinerant staff required to travel between buildings shall not be required to travel on their planning periods. These Employees shall have a schedule to reflect a 30-minute duty free lunch and 40 minutes of travel, time. Their schedule will reflect the teaching loads of elementary or secondary teachers as defined in Sections 507/508.

SECTION 509 – SURRENDER OF PREPARATION PERIODS

1. The practice of using Bargaining Unit members as substitutes, thus depriving them of their preparation time, shall be discouraged.

2. In the event of a teacher absence of at least one-half day, the District shall hire a substitute not already assigned to an absentee. In the event of an unforeseen circumstance when a substitute cannot be secured, the District may utilize a regular classroom teacher in accordance with the procedure described below.

3. If an absence is unforeseen or is less than one-half day in length and no substitute is available, the District may also utilize a regular classroom teacher in accordance with the following procedure:
   a. Volunteers as per an established volunteer list shall be utilized if available.
   b. If volunteer teachers are not available, teachers assigned to non-instructional duties shall be utilized if available.

4. If Steps 1-3 are not successful, the District may assign a Bargaining Unit member on a preparation period to the class. Efforts will be made to rotate such assignments.

In the event that a Bargaining Unit member must be utilized, thus causing him/her to lose a scheduled preparation period, he/she shall be reimbursed at the rate of $25.00, with the exception that in circumstances covered above, secondary teachers will be assigned to cover teacher absences in the following order:

- Those with on-call duty (non-instructional) (no reimbursement)
- Those that volunteer per 3.a.
- Those per 3.b.
SECTION 510 – TEACHER AND STUDENT SAFETY

Employees shall not be required to work or perform tasks which are unsafe, hazardous, or which endanger health or safety. If in the judgment of the teacher, his/her personal and/or the safety of the students are in immediate jeopardy, he/she shall take whatever immediate action he/she deems appropriate. In all other situations the teacher shall refer the problem to his/her immediate superior. If no response has occurred within a reasonable time the teacher may refer said problem to the Superintendent and the Association for appropriate action.

When buildings are closed because of emergencies, unsafe or hazardous conditions, Employees shall be paid in accordance with Section 1153 of the Public School Code (1949) as amended. Such Employees are subject to reassignment for the duration of the emergencies to other professional Employee duties.

SECTION 511 – SCHOOL CALENDAR

Three (3) teachers selected by the Association will serve on any committee appointed by the Administration to recommend an annual calendar to the School Board. Meetings shall be held after or before the school day unless mutually agreed upon by the parties. This will be an unpaid service.

SECTION 512 – STUDENT-TEACHER RESPONSIBILITY

Acceptance of student-teacher responsibilities is completely voluntary. The opportunity for student-teacher responsibility will be rotated among qualified candidates.

SECTION 513 – STUDENT REFERRALS

Teachers shall recommend students for remedial or accelerated studies by referring such students on the appropriate form to the building Principal and/or specialist for evaluation.

The teacher shall be given written notice of the disposition of each referral. This notice by the Principal or Specialist shall occur within ten (10) days after the receipt of the referral information from the Intermediate Unit, school psychologist or other special referral agency.

SECTION 514 – FACULTY LOUNGES/SCHOOL SUPPLIES

1. The School District will maintain its current separate faculty dining room areas.

2. The District will provide at least one faculty room in each building. Where separate male/female faculty rooms currently exist they will be maintained unless the building closes or a District educational need requires utilization of one of the rooms.

3. Faculty members will have access, during normal school hours, in their building(s) to typing and duplicating facilities for use in preparing materials for classroom instruction/extracurricular activities.

4. Faculty members shall have access to a telephone in their building(s) to be utilized for school related business or personal emergencies.

5. The District will make available space in each building where teachers may store
coats, overshoes and similar personal articles.

6. The District recognizes the importance of providing materials such as appropriate texts, reference materials, maps and globes, laboratory equipment, audio visual equipment, art supplies, and athletic equipment to be utilized by bargaining unit members in the proper discharge of their duties.

SECTION 515 – CONFERENCE SPACE

At the beginning of each school term, the building administrator will establish the procedure for providing conference space for parent-teacher conferences.

SECTION 516 – REPORTING OFF

The District will maintain a telephone answering service that Employees shall call to report their unavailability for work. The District may make changes to improve the procedure for reporting Employee absence.

SECTION 517 – INCLEMENT WEATHER

In the event the District determines the need to delay the opening of school, the bargaining unit members will follow the students’ modified schedule for that day. The District will provide as much advanced notification as reasonable prior to making such delays.

When schools are closed due to inclement weather, bargaining unit members shall not be required to report to work. The District shall implement a procedure by which Employees shall be notified of said closings as close to 6:00 a.m. as possible.

It is understood that bargaining unit members shall suffer no loss as a result of said closings. However, such days shall remain a contractual obligation and may be rescheduled at the Superintendent’s discretion.

When schools are closed early, bargaining unit members will be permitted to leave as soon thereafter as possible following satisfactory arrangements for departure of all students.

Employees who have reported off sick for cancelled days will not be charged for that absence.

SECTION 518 – LEAVING THE BUILDING

Employees may sign out of their building during their duty free lunch period.

The building administrator has discretion to permit a teacher to sign out, during a preparation period in case of an emergency situation. If the employee is dissatisfied with the decision of the building administrator, the employee may take such request to the Assistant Superintendent. Any decision under this paragraph is not subject to the grievance procedure.

SECTION 519 – MASTER SCHEDULE

Master schedules (teacher assignments) for each school will be available for inspection by teachers during normal school hours, in the Principal’s office, beginning two weeks after the opening of school to students.
SECTION 519.5 – BLOCK SCHEDULING

The District will work cooperatively with the Association in establishing a research committee comprised of School Board members, administration, professional Employees, community members, parents and students. The purpose of the Research Committee is to research and evaluate the Block Scheduling concept and the feasibility of implementation within the Woodland Hills School District.

Should the District receive a recommendation to implement Block Scheduling from the Research Committee, the District will provide the professional staff with adequate training as well as planning goals prior to the implementation.

Once the professional staff have received the planning goals and received adequate training, the District may begin planning the implementation of the Block Scheduling program to be implemented. It is understood that should the Block Scheduling program be implemented, Section 508 of this agreement will be re-opened to bargain the effects of the Block Scheduling program.

SECTION 520 – DEPARTMENT COORDINATORS

All coordinators must be certified within their specific teaching discipline.

The District retains the sole right to appoint and remove Department Coordinators when it deems it appropriate to do so.

Vacancies will be posted in accordance with Section 602.

Coordinator remuneration will be part of the E.D.R. schedule.

SECTION 521 – I.E.P.

The District agrees that the regular classroom teacher shall not be responsible for the writing of I.E.P.’s.

In the event that a regular classroom teacher is required to be involved with a consultation pertaining to an I.E.P., such consultation shall be scheduled by the building Principal at a mutually convenient time during the regular work day.

The teachers of exceptional students (gifted and special education) will be responsible for the writing of I.E.P.’s. Mentors of the exceptional students may assist in the writing of I.E.P.’s.

When parents/guardians request to observe a student who has an I.E.P., the scheduling of such visitations shall be through the school principal and in consultation with the affected employee(s).

Special Education Instructors will be given two (2) days each semester for use of I.E.P. scheduling.

SECTION 522 – HEALTH SERVICES

Both Parties agree to be governed by the Pennsylvania School Code of 1949, as amended and related regulations which provide that, with the exception of school nurses, professional Employees will not be required to dispense or administer medication or perform any other
medical function.

In the event the Code changes, the District shall indemnify and save harmless from any liability Employees who comply with the new regulations in the proper discharge of their duties.

SECTION 523 – CLASSROOM VISITATIONS BY PARENTS OR GUARDIANS

1. All parents and guardians are welcome and are encouraged to visit classrooms.

2. When parents or guardians request the opportunity to visit a classroom, the scheduling of such visits should be through the building principal. The time for such visits shall be by mutual pre-arrangement among the principal, parent or guardian and teacher.

3. Teachers will be given twenty-four (24) hours’ advance notice of any parent visitation, and parents will observe their child’s work only while visiting, and parents will not speak during class. Further, teachers will have the right to request the Building Principal to remove the parent from the class if the parent is disruptive during the class.

ARTICLE VI – VACANCIES, TRANSFERS AND REASSIGNMENTS

SECTION 601 – REDUCTION IN FORCE

The District shall make every effort to accomplish any necessary reduction in force through attrition (i.e. resignation, retirement). If attrition is not sufficient the District shall furlough in accordance with the then current School Code and the provisions of this Agreement.

The School District will make every effort to conform class size to prevailing educational standards. In secondary schools, where electives are available, class size may vary significantly.

The District agrees that it will not significantly change the staffing of the District as a whole for arbitrary or capricious reasons.

SECTION 602 – POSTING OF VACANCIES

A. Whenever the School District elects to fill, a first level administrative, specialist, or instructional vacancy (full-time or part-time), the Board shall promptly post said notice thereof in the administrative office and faculty room of each building. Said notice shall remain posted for at least ten (10) work days before the position is filled unless the position must be more quickly filled due to an “unforeseen emergency. A copy of the posting will be given to the Association.

B. During the summer months, notice of vacancy postings will be posted on the District web site (whsd.net).

C. Whenever possible, instructional vacancies shall be filled by a certified professional Employee, normally within thirty (30) days of the removal of the posting.
SECTION 603 – REQUEST FOR TRANSFER

A. Requests by a professional Employee for transfer to a different class, building, or (teaching) position shall be made in writing to the Director of Personnel no earlier than April 1 and no later than April 30 of each year. The request shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant’s academic qualification. The Superintendent shall grant or deny the request in writing by June 30th after receipt of such request. If denied the response shall include reasons for denial.

Requests by a professional Employee for transfer to a permanent (teaching) position for the second semester shall be made in writing to the Director of Personnel no earlier than October 1 and no later than October 31 of each year. The request shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant’s academic qualifications. The Superintendent shall grant or deny the request in writing by November 30 after receipt of such request. If denied the response shall include reasons for denial.

B. In granting or denying the request, the Superintendent shall consider the following:

1. Timing of the request.
2. Availability of the position.
3. All other relevant factors which include (1) contribution of the professional Employee to students; (2) opportunity for professional growth; (3) the general good of the School District; and (4) general qualifications and area of certification.

C. If there is more than one request for the available position and the preceding factors are equal, the individual with the most district seniority shall be granted the transfer.

D. Denial of any request shall not be based on arbitrary or capricious reasons.

E. If Steps A through D are followed, the decision of the Superintendent is not subject to the grievance procedure.

F. If any grievance arises under this Section, the burden of proof is on the grievant to prove violation of the above criteria and/or that the decision was an arbitrary or capricious reason and not upon the School District.

SECTION 604 – REASSIGNMENT

Reassignment shall be defined as:

The change of an individual member from one area of certification to another or from one building to another from the previous year.

Whenever a reassignment must be made, the following procedure shall be used when vacancies occur:

A. In reassigning members who have not been furloughed, consideration shall be
given to their expressed choices of subject and/or grade level. Reassignments of the District shall not be made for arbitrary or capricious reasons.

Any reassigned member who was not placed in his/her first or second choice and who was reassigned to a different area of certification or building will have first opportunity of return to his/her previous assignment as follows:

1. When a permanent opening occurs in any school building for his/her prior assignment, he/she will be offered first opportunity of return. If he/she does not accept this opportunity within ten (10) working days, he/she loses his/her right of return. The burden to request the return is upon the Employee.

2. If two or more teachers are eligible under “1” above, District seniority will determine the order of offering.

3. Return opportunity shall be an available position; no teacher has the right to bump another teacher.

B. Qualified volunteers shall be considered first where it is deemed essential to improve the educational program by effecting a reassignment.

C. The least senior qualified Employee shall be reassigned consistent with the conditions of subsection A.

D. 1. An official reassignment involving a change in an area of certification shall be made only after an informational discussion between the teacher involved and the Principal.

2. An official reassignment involving a building change shall be made only after an informational discussion between the teacher involved and the Superintendent’s designee.

E. Written notice of reassignment shall be given to the Employee affected by July 1, preceding the school year in which reassignment is to be effective, except vacancies occurring during July or August.

In the event that the teacher objects to reassignment following official notification, upon request of the teacher, the Superintendent shall meet with him. The teacher may, at his/her option, have an Association representative present at such meeting.

F. Reassignments may not be made for arbitrary or capricious reasons, reprisals or teacher disciplinary reasons.

G. The District shall not reassign any teacher into certification which he/she has not taught within the last eight (8) years, unless a teacher requests such reassignment in order to avoid furlough. Teachers holding dual certifications may notify the Superintendent, in confidence, of their willingness to be reassigned to alternate certifications, notwithstanding the above sentence.

H. If any grievance arises under this Section, the burden of proof is on the grievant to prove violation of the above criteria and/or that the decision was an arbitrary or capricious reason
and not upon the School District.

SECTION 605 – FURLOUGHED TEACHER POOL

A. A maximum of four (4) furloughed teachers [two (2) elementary, two (2) secondary] will be placed into a daily substitute pool.

B. Teachers in the pool shall report to an assigned duty position each day. They shall be available for the performance of teaching, individual instruction, curriculum duties, and similar tasks normally performed by teachers throughout the District. The District shall have the right to assign such persons to other buildings and to teach such subjects as the District may direct.

C. Teachers will be placed into the pool for one school year or until recall from furlough, whichever occurs first. Selection will be based upon certification and seniority.

D. Prior to the beginning of each school term, the available furloughed teachers shall be surveyed regarding their interest in joining the furloughed teacher pool.

The most senior certified teachers attending the furloughed teacher substitute pool organizational meeting for the first semester and the most senior certified teachers attending the furloughed teacher substitute pool organizational meeting for the second semester will be placed into the pool.

E. “Pool” teachers shall receive fringe and other benefits limited to sick days, personal days, Blue Cross, Blue Shield, major medical, dental insurances and Workers’ Compensation.

F. Compensation for “pool” teachers shall be $ 165.00 per day.

G. Teachers may be excused from attending the Organizational Meetings for the following reasons:

(1) death in the immediate family
(2) hospitalization of self or member of immediate family,
(3) or other similar extreme circumstances, providing they contact the Superintendent’s Office prior to the beginning of the Organizational Meeting.

SECTION 606 – REORGANIZATION

Reorganization shall be defined as:

The process in which the School Board adopts a comprehensive plan to redefine its grade configuration and its building utilization.

Included in the process could be (1) the closing of buildings, (2) the restructure of the grades within a building and (3) the redrawing of the student attendance zones.

The District and the Association realize that Reorganization is contingent on many outside factors. Prior to any reorganization, the District and the Association will work cooperatively toward the reassignment of the staff, in the best interest of all concerned.
This process shall include, but not be limited to:

A. Information concerning estimated building enrollment by May 1.

B. Surveying the staff with a mutually developed preference sheet to be returned by May 15. The Preference sheets will be reviewed according to seniority.

C. Every attempt shall be made to place individuals in their first or second choice.

D. In the event that placement does not include their first or second choice, every attempt will be made to place the Employee in a similar position.

E. The assignments shall be made in the best interests of the educational needs of the District.

ARTICLE VII – LEAVES

SECTION 701 – MATERNITY/DISABILITY AND ADOPTIVE LEAVE

1. An unpaid leave of absence of up to two full semesters will be provided for the purpose of maternity, or adoptive leave. Adoptive leave means receipt of an infant child 12 months or younger with the stated intention of legal adoption at a subsequent date.

2. The leave will be for the remainder of the departure semester and for an additional one or two semesters as requested at time of application. Application must be in writing and must be submitted with supporting medical/legal documents.

3. In the event of the miscarriage or death of the infant child, the teacher may request a return to work at an earlier mutually agreeable date which will be no later than the beginning of the next semester.

4. Returning teachers shall be placed at the same position on the salary schedule as he/she would have been had he taught in the District during such period.

5. Upon return from leave the Employee shall be placed into his former position or into a similar position if the former position is not available due to building closings, programs closings or if the individual is subject to furlough.

6. Requests for maternity leave must be received by the Director of Personnel at least thirty (30) days prior to the beginning of the leave or extension of leave. Employees shall notify the Director of Personnel thirty (30) days prior to the beginning of the semester of their intent to return. In the event of an emergency, the above time frames shall be waived.

SECTION 702 – SABBATIC LEAVE

All sabbatical leaves shall be taken in accordance with the applicable provisions of the School Code.

While on sabbatical leave the Employee shall receive fringe benefits as provided by the collective bargaining Agreement.

Sick days will not be credited to an Employee when taking a sabbatical leave unless the
sabbatical is taken for health reasons as a result of a life threatening illness or catastrophic accident.

Upon return from leave the Employee shall be placed into his former position or into a similar position if the former position is not available due to building closings, program closings, or if the individual is subject to furlough.

SECTION 703 – BEREAVEMENT LEAVE
Whenever a professional or temporary professional Employee shall be absent from duty because of a death in his immediate family or because of the death of a near relative time off shall be granted in accordance with the provisions of the Pennsylvania School Code of 1949, as amended.

SECTION 704 – PERSONAL/EMERGENCY DAYS
The District shall grant each Employee three (3) personal days per contractual year. Effective 2012-2013, these days may be accumulated up to a total of five (5). Unused personal leave days (not half days) shall be added to an Employee’s accumulated sick leave at the conclusion of each school year (See Section 813).

Personal days are subject to the following conditions and limitations:

a. May not be taken on the first or last day of the school year for Employees; the first or last day of the school year for students; or the day preceding or following a holiday or recess. Any waiver of these limitations shall be at the sole discretion of the Superintendent.

b. May be taken consecutively but in the event of consecutive utilization, they may not be used as half days.

c. 1) Building quotas shall be as follows:
   Elementary – not more than four (4) per day in each building.
   Junior High School – not more than five (5) per day in each building
   Senior High School – not more than eight (8) per day in the building

2) Quotas do not apply to utilization for religious observance.

3) Requests shall be granted in the order in which they are registered in the building office.

4) Prior notice of twenty-four (24) hours is required.

SECTION 704.5 – SICK LEAVE
Each bargaining unit member will receive 10 sick days.

SECTION 705 – EXTENDED SICK LEAVE
An Employee with at least three years of consecutive service in the District who is unable to work because of personal illness or physical disability and who has exhausted all his/her accumulated sick leave may request and receive a leave of absence without pay for up to one (1)
school year. The Employee shall submit a written request indicating the length of the leave requested and a physician’s certificate stating the nature of the illness or disability. Both the written request and the physician’s certificate must be submitted to the Superintendent no later than thirty (30) calendar days after the last day of sick leave. The School District may request a medical update during the absence; a medical release will be supplied upon return to work.

SECTION 706 – EMERGENCY LEAVE OF ABSENCE

Emergency leave requests received from any teacher shall be handled by the Superintendent at his discretion on an individual basis. Should said leave be granted, reemployment shall be: pursuant to the provisions of the Section 702 regarding return from sabbatical leave.

SECTION 707 – INTERNATIONAL, FEDERAL AND PROFESSIONAL PROGRAMS

A two (2) year maximum leave of absence may be granted to no more than five (5) Employees each year, each of whom has a minimum of three (3) years of service in the District, upon application for approval of the School Board, for the purpose of participating in exchange teaching programs in other states, territories, countries, foreign or military teaching programs (the Peace Corps Teacher’s Corps, or Job Corps) as a full time participant in such program. Leave for approved full time graduate university study directly related to an Employee’s primary certification is included in this section. Upon return from such leave, an Employee shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

The accumulated benefits to which an Employee was entitled at the time the leave of absence commenced, including unused sick leave and credit toward sabbatical eligibility, shall be restored to him upon his/her return from such leave; these benefits do not accrue during an unpaid leave.

ARTICLE VIII – WAGES AND FRINGE BENEFITS

SECTION 801 – SALARY SCHEDULE IMPLEMENTATION

1. Employees who receive an annual rating of satisfactory on the prescribed rating form shall advance on the salary schedule according to the schedules listed in Appendix D of the Labor Agreement. The schedule levels do not imply movement of one step per year but only one listed schedule to the next schedule. The schedules provide for only a movement of two (2) salary schedule steps during the life of the Agreement.

Employees who receive an annual rating of unsatisfactory on the prescribed rating form shall not advance on the salary schedule. If the Employee receives two (2) consecutive annual ratings of satisfactory on the prescribed rating form in the school years following the unsatisfactory rating, then the Employee shall, for the ensuing year, be placed on the salary schedule level which the Employee would have attained by receiving continuous satisfactory ratings.

2. Teachers who have or earn a Master’s Equivalency Certificate as certified by
Pennsylvania Department of Education shall be placed on the Master’s Schedule.

3. Employees in the bargaining unit shall be given salary credit for academic degrees and/or credits earned. Upon presentation of proof that course work has been satisfactorily completed, the Employee shall advance to the proper column of the current salary schedule as per the following:

a. Full year placement – Transcripts must be submitted as evidence of eligibility as soon as possible but not later than November 1st.

b. Mid-year placement – Transcripts must be submitted as evidence of eligibility as soon as possible but not later than March 15th.

4. Employees, except day-to-day substitutes, who work at least ninety (90) consecutive days in a school year, shall be credited with a full year on the salary schedule in the following year.

5. Credits applicable to placement on the B+24 column are those earned subsequent to the date on which the Bachelor’s degree was conferred.

Credits applicable to placement on the M+15, M+30, M+45, and M+60 columns are those earned subsequent to the date on which the Master’s degree was conferred.

The credits must be for graduate courses related to the Employee’s professional duties or credits for other courses approved by the District.

An Employee shall accomplish placement in an advanced degree category by submitting a written request to the Director of Personnel. The written request must be accompanied by an official transcript or diploma.

6. Long Term Substitute: Non-furloughed teachers hired as long-term substitute teachers will be hired at Level 1 Bachelors step. If hired as a full time Employee by the District, the Employee will be credited with the Board approved Long Term Substitute time assignments (90 days minimum per school year). The appropriate step adjustment will be made to his/her contract.

SECTION 802 – METHOD OF PAYMENT

During the term of this Agreement the members of the bargaining unit shall be paid in twenty four (24) equal pays; on the 10th and 25th of each month.

When these dates occur on a holiday, Saturday or Sunday, payment shall be made on the preceding work day.

SECTION 803 – DEPOSIT BY MAIL

At the option of the Employee, the District shall mail on the day prior to the regularly scheduled pay date the Employee’s check for deposit at any Pittsburgh area bank of the Employee’s choice. If the Employee qualifies for a lump sum payment for the remainder of his annual contracted salary, the Employee’s lump sum check will not be deposited by mail, but will be available on the last work day for bargaining unit members.
SECTION 804 – LUMP SUM PAYMENT

On or before April 30th of each year the School District will notify the Association whether the District will be able to honor Lump Sum Payment Requests, and if so, how much money is available for such purpose. Teachers may apply for such monies no later than May 15th.

The School District and Association will thereafter confer and allocate the available monies. It is understood and agreed that such allocation may be on a “first come first served” basis.

The School District agrees that it will not restrict “lump sum” funds for arbitrary or capricious reasons; but, it is also recognized that the School District shall have no obligation to borrow or to incur additional debt in connection with this Section.

SECTION 805 – PROFESSIONAL INCENTIVE PAY

The parties recognize that professional development of Employees benefits both the professional Employee as well as the District. The parties agree that one opportunity for professional growth is the achievement of the National Board for Professional Teaching Standards (National Board Certification).

Effective in the 2012-2013 school year, any professional Employee who successfully achieves the National Board Certification will receive an incentive pay of Two Thousand Five Hundred ($2,500.00) Dollars. In order to receive the incentive pay, the Employee must provide proof of achieving the National Board Certification to the District Superintendent. Once the proof is received, the incentive pay shall be paid to the Employee in the pay period following receipt of proof of successful completion of the certification.

Effective 2012-2013 school year, any Employee who achieves the National Board Certification shall receive the incentive pay of Two Thousand Five Hundred ($2,500.00) Dollars every year thereafter in the May 25th pay for the duration of employment with the Woodland Hills School District

SECTION 806 – DUES AND PAYROLL DEDUCTIONS

Association Dues – The Board agrees to deduct from the salaries of the United Profession, dues for the Association, the Pennsylvania State Education Association and the National Education Association, exclusively, as said members authorize the Board to deduct and transmit the monies by check to the Association. Deductions will be made in equal installments each paycheck beginning in October. No later than September 15, the Association will provide the Board with a list and deduction cards of those Employees authorizing deductions. (Appendix B).

United Way – The District agrees to deduct from the salaries of its Employees contributions to the United Way of Allegheny County as said Employees individually and voluntarily authorize the District. Said monies shall be transmitted by the District, along with a statement of contributors directly to the United Way of Allegheny County.

Savings Bonds – The District agrees to deduct from the salaries of its Employees monies to be applied towards the purchase of United States Savings Bonds as said Employees individually and voluntarily authorize the District. Said monies shall be used by the District to
purchase United States Savings Bonds in the name of the contributing Employee. Said monies shall be sent to the bank within three (3) working days after the pay date, with the bank to forward the United States Savings Bonds to the contributing Employee. Any Employee may withdraw his/her authorization for this deduction and subsequent purchase of United States Savings Bonds at any time by notifying the payroll office at least thirty (30) days prior to the effective payroll date.

Tax-Sheltered Annuities/Mutual Funds – The District agrees to deduct from the salaries of its Employees contributions to any currently District authorized Tax-Sheltered Annuity/Mutual Fund Program as said Employees shall individually and voluntarily authorize the District. Said monies shall be transmitted by the District to the organization operating the Tax-Sheltered Annuity/Mutual Fund Program. An Employee may withdraw his authorization for this deduction at any time providing that said withdrawal is in compliance with the specifications of the Tax-Sheltered Annuity/Mutual Fund Program.

Credit Union – The District and the Association shall develop mutually satisfactory procedures for accomplishing Credit Union deductions pursuant to individual Employee authorizations.

SECTION 807 – LIFE INSURANCE

The School District shall provide group term life insurance to the Employees in the amount of $50,000.00.

A.D. & D. benefits shall be included in such coverage.

Provisions shall be made to allow Employees to purchase additional insurance at then-expense if the carrier permits.

SECTION 808 – HEALTH CARE

A. During the term of this Agreement the District shall provide to active full time/part time Employees the applicable (individual, family, etc.) Health Care Insurance, Major Medical Insurance ($500,000 maximum, $250.00 deductible) and the Blue Cross/Blue Shield Dental Plan including Riders A, B, C, and D.

The District will make available the BOBS Indemnity Health Care Plan, previously known as Allegheny County Schools Plan U, ($500,000 maximum, $250.00 deductible) and the elect Blue Point of Service Plan outlined in Appendix F. Under the present BC/BS Indemnity Plan, fourth quarter carry over and major medical benefits under termination of coverage will be discontinued.

Employees selecting the Indemnity Health Care Plan will pay to the district the difference in cost between the Indemnity Plan and the Point of Service Plan. The district will pay 100 percent of the cost of the Point of Service Plan and 100 percent of the cost of the Indemnity Dental Plan for full time Employees.

The Association will have the option to review and select the Allegheny Intermediate Unit Labor Management Health Care Committee’s recommendation in lieu of the plan outlined in Appendix F.

B. The obligation of the District is to make the required premium payments. Any dispute
concerning coverage, eligibility, etc., is governed by the terms of the insurance contract and is to be settled between the Employee and Blue Cross - Blue Shield, and life insurance carrier. The District will not be a party to such disputes and will not be liable for any resolution thereof.

C. Where two or more Employees otherwise entitled to separate coverages are, by reason of relationship, qualified to be covered as a spouse or dependent of one or another of them, the District’s obligation shall be only to provide coverage for one Employee as the primary Employee under each of the separate coverages.

D. Vision Insurance. The District will make vision insurance available to Employees, at Employee expense, by way of appropriate amendment to the District’s Cafeteria Plan.

Each Employee shall designate his or her health insurance election for which he or she is eligible on or before June 30th of each year of the contract for the succeeding school year. Once such election is made, the elected coverage will remain in effect until the next succeeding school year unless coverage change is necessitated by a life-changing event which shall be defined as marriage, divorce, death, birth or adoption, or loss of non-district health coverage.

Health care employee contributions shall be as follows:

- 2011-2012 – $0 for individual coverage - $55/month contribution for all other coverages

   Effective 2015-2016 school year:

   Monthly contribution for individuals: Six (6%) percent of premium payments and monthly contribution for all other types of coverage. Six (6%) percent of premium payments, with a maximum of Seventy-Five ($75.00) Dollars per month for all.

The contributions will be made by a regular payroll withholding under the Section 125 Salary Reduction Agreement.

A. In the event the PPO Blue service under the Allegheny County Schools Health Insurance Consortium is no longer offered, the parties agree to negotiate in good faith a successor health care plan, should Pennsylvania adopt a statewide health insurance program for school employees, the Board, through agreement between both parties (or if mandated by law) will convert from the health care insurance provided herein to the health insurance program enacted by the State that is equal or better than the current plan.

B. When two (2) employees of the District are married to one another and would otherwise qualify for Husband and Wife coverage, the District may, at its sole option and discretion, provide each spouse with a single health insurance policy in lieu of a Husband and Wife Plan.

SECTION 809 – NON USE OF INSURANCE BENEFITS

When an Employee withdraws from (or) declines from any or all of the applicable
medical, surgical, major medical or dental insurance coverages offered under this Agreement, he/she will be reimbursed one-half of the: individual rate of the coverage declined up to a maximum reimbursement of $1,000.00 annually.

Withdrawals and declinations shall run for the remainder of the designated school year unless the Employee loses his/her coverage under another plan in which he/she participated at time of declination or withdrawal. In such case, he/she will be enrolled into the applicable coverage as soon as permitted by the carrier and the amount of reimbursement will be prorated for the period of declination.

SECTION 810 – SICK LEAVE BANK, DISABILITY INCOME

1. The District will authorize the establishment of an Association Sick Day Bank and the transfer of individual sick leave days to such sick leave bank open to all bargaining unit members on a voluntary basis for use in cases of catastrophic accident or illness.

2. The District’s sole responsibility is to transfer and pay sick days upon written authorization of the Association. The Association will defend, indemnify and hold harmless, the District in connection with any claims under this bank. Bank days may not be used prior to (1) exhaustion of individual sick day accumulation and (2) exhaustion of disability income benefits unless they are needed to bridge the gap between exhaustion of sick days and commencement of disability income benefits.

3. If an Employee has less than thirty-one (31) sick days available, then Bank days may be used until Disability Benefits begin.

The District shall provide a Disability Income Benefit Plan which protects Employees to 60% of their weekly salary (1/52 of annual salary) beginning on the 32nd day of disability and continuing for a maximum of 13 weeks.

SECTION 811 – PROFESSIONAL LIABILITY INSURANCE

The District shall provide professional liability insurance, including corporal punishment coverage, for all professional Employees.

SECTION 812 – INSURANCE COVERAGE

All insurance benefits described for Employees shall apply for the duration of this Agreement.

SECTION 813 – SICK LEAVE

In any school year whenever a professional or temporary professional Employee is prevented by illness or accidental injury from following his/her occupation, the District shall pay such Employee in accordance with the provisions of the Pennsylvania School Code of 1949, as amended.

Accumulation of sick days shall also be in accordance with the provisions of the Pennsylvania School Code of 1949, as amended except as provided in Section 702. The use of sick days for family members under the Family Medical Leave Act will be as follows:

2015-2016 3 days per year.
Unused personal leave days (not half days) shall be added to an Employee’s accumulated sick leave at the conclusion of each school year.

The intent of this provision is that the District shall credit each bargaining unit member with the maximum days provided for in the Pennsylvania School Code of 1949, as amended with the exception that the Employee who works only one-half year shall have his/her sick leave prorated.

SECTION 814 – PERSONAL PROPERTY DAMAGE

Effective 2012-2013 School year: Employees who experience damage to personal property (clothing, glasses, watch or contact lenses) will be reimbursed for cost of repair or replacement up to a maximum of Three Hundred ($300.00) Dollars for any one Employee per year. Damage must have occurred during proper performance of Employee duties. Prior approval of repair or replacement must be obtained from the Superintendent. Estimates must be submitted to the Superintendent from whom prior approval for repair or replacement must be obtained.

SECTION 815 – WORKERS’ COMPENSATION

All bargaining unit Employees shall be covered by Workers’ Compensation and those injured in the course of their employment shall report the accident to the Superintendent’s office and complete the necessary reports as soon as possible but in no event later than twenty-four (24) hours after the injury. The Employee shall be treated by a panel of physicians, mutually agreed upon by the Association and the District. The panel of physicians shall be posted by the District according to the requirements of the Worker’s Compensation Reform Act.

SECTION 816 – HOMEBOUND POSITIONS

Participation in homebound instruction is voluntary. Instructional opportunity shall be offered first to the student’s regular classroom teacher; if declined* it shall be rotated among other qualified teachers.

Bargaining unit members will be reimbursed as follows:
- $22.00 per hour for one Student
- $33.00 per hour for two students

Woodland Hills School District substitutes will be reimbursed as follows:
- $20.00 per hour for one student
- $30.00 per hour for two students

The above rates will only be applicable to students meeting instructors at libraries or tutorial centers, not in-the-home situation.

SECTION 817 – EXTENDED WORK DAY/YEAR

Employees who work before and/or after the regular work day/year, except where payment is set forth elsewhere in this Agreement, will be paid for such time in accordance with one of the following schedules:

(a) if such work is required by the school district and the Employee receives pre-approval by the administration for participation in such work, then the Employee shall be paid pro rata,
(b) if such work is on a volunteer basis for special projects and the Employee receives pre-
approval by the administration for participation in such work, then the Employee shall be
paid a stipend. The Employee will be informed of the stipend prior to their commitment.

All staff will be required to work seven (7) additional hours per year over the course of
this Agreement. This time will be used to the benefit of the students and/or community of
Woodland Hills.

A committee will be formulated to develop procedures and guidelines for implementation
and meet on an annual basis to review the program and make adjustments where needed.

General guidelines could include, but are not limited to:
A. Community Service
B. Direct Instruction with students after school hours
C. After school seminars

SECTION 818 – MILEAGE

Bargaining unit members who are required to utilize their automobiles for school
business shall be reimbursed at the rate of the allowable IRS rate per mile. Under no
circumstances will bargaining unit members be required to transport students.

SECTION 819 – JURY DUTY AND WITNESS COMPENSATION

A professional Employee called for jury duty will be compensated for the difference
between his/Tier teaching pay and pay received for such jury duty. Employees must submit their
signed jury duty compensation check to the District.

A professional Employee who is required to appear as a witness in any legal proceeding
involving his/her responsibilities as an Employee in the School District will be similarly
compensated except in cases where the Employee has a personal or group position adverse to the
School District’s position.

SECTION 820 – TUITION REIMBURSEMENT

Effective 2012-2013 School Year: Employees will be reimbursed for tuition costs
actually incurred and paid by them for graduate credits beyond Bachelor +24 completed during
this Agreement with a “B” grade or higher or “P” where applicable.

- Credits submitted for reimbursement shall be paid at Six Hundred ($600.00)
  Dollars per credit for the length of the Collective Bargaining Agreement. If the
  graduate credits are less expensive, the District shall pay the lower fee.

| Terminates employment with WHSD within one year | 100% repayment of tuition reimbursement to District |
| Terminates employment with WHSD within two years | 75% repayment of tuition reimbursement to District |
| Terminates employment with WHSD within three years | 50% repayment of tuition reimbursement to District |
| Terminates employment with WHSD within four years | 25% repayment of tuition reimbursement to District |
• Upon successful completion of a Master’s Degree during the term of this contract, the employee will receive a one-time payment of Three Hundred Dollars ($300).

• No more than 18 graduate credits will be reimbursed during any calendar year.

Prior approval is required by the Superintendent for tuition reimbursement. All requests for reimbursements must be accompanied by a copy of the Employee’s grade report and paid invoice.

All credits/courses shall be related to the Employee’s professional duties. In the event that the Superintendent denies a course request the following steps must be taken:

1. The Superintendent will supply in writing justification for disapproval.
2. Employee then has the right to require a meeting for discussion and justification of course selection.

Final decision by the Superintendent is not subject to the grievance procedure.

In the event additional credits are mandated by the state for all staff members to maintain certification, the District will provide meaningful in-service programs to satisfy the additional required accreditation.

It shall be the sole responsibility of each staff member to file the necessary information with the Department of Education to maintain their current certification.

SECTION 821 – SUMMER EMPLOYMENT

If summer employment is offered by the District in the following areas, qualified bargaining unit members will be given first priority unless the District elects to utilize outside consultants for specific programs.

1. Preparation of new programs.
2. Revision of existing programs.
3. Curriculum study and research into anticipation program expansion.
4. Joint studies in areas of concern to the District.
5. District summer programs.

SECTION 822 – RETIREMENT BENEFITS

A. Eligibility:

1a. The age for eligible Employees will be commensurate with PSERS age for normal (superannuation) retirement benefits.

1b. The minimum age requirement and years of credited service for eligible Employees will be commensurate with special legislation in which there is no reduction in PSERS benefits for qualified retirees.

2. Employees must have at least fifteen (15) years of service in the Woodland Hills School District and be at the top step of the salary scale of the year of retirement.

3. Written notification of retirement must be submitted to the Superintendent sixty (60) calendar days prior to the intended date of retirement. The Superintendent
may waive this requirement in the event of extenuating circumstances.

4. The intended date of retirement must be the last workday of the teacher year.

B. Effective 2012-2013 School Year: Employees who are eligible for retirement under “A” above will receive:

1. Health Care Coverage. Continued participation in the Employee’s selection of health care and dental coverage at the time of retirement and includes individual life insurance up to seven (7) years or death, whichever occurs first. The retiree will receive the first year at “no cost” other than the premium assistance program set forth in paragraph C below. The next six (6) years the employee will pay the active employee’s contribution rate at six (6%) of the monthly premium, with a maximum of Seventy-Five ($75.00) Dollars per month during retirement in addition to the premium assistance set forth in paragraph C below.

In the event of and at such time as the ERIE COUNTY case and the EEOC guidelines are removed the District’s obligation shall be to provide such coverage from the time of retirement until: eligibility for unreduced: Social Security or a maximum of seven (7) years, whichever period of time is shorter.

2. Employees who elect to retire at the time they first become eligible, as set forth above shall receive a one-time incentive payment for their accumulated unused sick/personal leave at $75.00 per day (unlimited amount). NOTE: The district has agreed upon retirement to assist in the transfer of sick pay into a 403(b).

C. Premium Assistance Program. The Public School Employee Retirement System (PSERS) will reimburse eligible retirees a portion of out-of-pocket expenses towards an approved health insurance fund. All eligible retired Employees will participate to the maximum extent under the Premium Assistance Program and contribute that portion to the District towards their health insurance program. Should the Commonwealth Insurance Fund be discontinued, this clause of the contract will be null and void.

SECTION 823 – LONGEVITY PAYMENT IN CASES OF DEATH WHILE IN ACTIVE SERVICE

Should any Employee die in active service for the District, but not while on furlough or unpaid leave of absence, the District will pay to his/Tier estate a longevity payment in accordance with the retirement payment schedule set forth in Section 822.

The teacher must have a minimum of ten (10) years of credited seniority in order to qualify- for this payment.

SECTION 824 – EXTRA DUTY REMUNERATION

A. Policies

1. The District shall adopt annually a schedule of all approved activities. The
District retains its sole right to add to or delete activities from this listing without limitations when it deems it appropriate to do so. The District shall have the right to assign or remove the person or persons appointed to such positions if it deems appropriate to do so. (Appendix C).

2. If a new position is created by the Board during the term of this Agreement, the parties shall bargain the salaries applicable to that position, adding the new position to the collective bargaining agreement as if it were originally a part thereof.

3. Whenever the Board declares a vacancy in an EDR position, the District shall post a notice of the vacancy in the school buildings to obtain candidates. This clause shall not be deemed to restrict the rights of the District to post the vacancy outside of the District and/or to obtain candidates in any other manner or from any other source.

4. The District shall have the right to select the most qualified applicant in accordance with the posted job description from within and outside the bargaining unit.

5. Any Employee, regardless of the regular assignment, may apply for any EDR position declared vacant by the District.

6. Employee participation in any EDR position shall be voluntary and based on a supplemental contract with the District. Secondary chorus, orchestra, and band EDRs are not voluntary.

7. Following satisfactory completion of an EDR assignment, the Employee shall indicate on the prescribed form whether or not s/he is willing to continue in that EDR position for the next school year. If the Employee indicates an interest in continuing, the District shall notify the Employee by June 30 as to whether or not a supplemental contract for that position will be issued to him/her for the next school year. If an Employee will be unable to assume these duties, she/he shall notify the District at least thirty (30) days prior to the beginning of the activity. This requirement shall be waived in the event of illness or personal/family hardship.

8. All EDR positions shall be filled in accordance with Pennsylvania Department of Education regulations.

9. Individuals not in the bargaining unit will be remunerated at a rate not greater than that specified in this agreement.

10. There are many athletic teams participating within the District during the course of the school year. Several sports are considered to be revenue producing and high profile in nature. As a result, the coaching staff is faced with additional expectations as a result of its participation in post-season playoffs. The Woodland Hills School Board may monetarily recognize coaches of revenue-producing sports if the team has exceeded District playoffs within the specific sport season.

B. EDR Review Committee
The parties shall establish an EDR Review Committee for the purpose of reviewing the EDR position point values and criteria base and recommending any changes that may be deemed appropriate. The Committee shall consist of up to six (6) members; up to three (3) members appointed by the District and up to three (3) members appointed by the Association. The Superintendent or his designee and the President of the Association or his designee shall be ex-officio members of the committee. Each party shall designate one (1) of its appointed members as a co-chairperson.

Recommendations for any changes in EDR position point values shall be made concurrently to the Superintendent and to the President of the Association for their review/revision.

Extra Duty Remuneration shall be based upon $34.00 per point.

Beginning in the 2013-2014 school year, Extra Duty Remuneration shall be based upon Thirty-Five ($35.00) Dollars per point.

C. EDR Experience Factor Plan

EDR teachers shall earn for each year in the same position one point up to a maximum of fifteen (15) points. This point shall be added to the individual’s base total for his/her salary computation; but the point does not become assigned to the position. Service points are not transferable to another program. A break in service (voluntary or involuntary) shall mean the forfeiture of accumulated service points in that position. An approved leave or furlough does not constitute a break in service, if such Employee is reinstated upon return or rehired to the same EDR position.

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SECTION 825 – INTRAMURALS

Employees who supervise an approved school district intramural program conducted before or after the teacher work day will be compensated at $14.00 per hour.

SECTION 826 – WAGES AND BENEFITS FOR PART-TIME EMPLOYEES
All Employees who are employed less than full time will have their wages and fringe benefits computed on a pro rata basis.

As to Employees hired on or after July 1, 1991, this pro-ration will apply only to the District’s share of the cost of fringe benefits; any Employee share under Section 808 must be assumed by the Employee.

SECTION 827 – EMPLOYEES CHARGED WITH CRIMES

Surveillance Devices are strictly prohibited unless there exists a suspicion that the Employee has violated a criminal law. Should surveillance be employed, it shall not violate any legal rights of the Employee. In the event that an Employee is charged with a crime, other than a summary offense, which is (a) directly related to school personnel, students property, or funds, or (b) a state or federal felony or misdemeanor under any of the statutes enumerated in Section III or 527 of the School Code or successor legislation, and such charges are held for trial after a preliminary hearing (or such hearing is waived), such Employee may be suspended without pay pending the outcome of the criminal proceedings. The Employee will be provided retroactive reimbursement if acquitted and the District determines within two (2) weeks of acquittal not to proceed independently.

The Employee will be provided a Loudermill type hearing by the District to ensure that the identity of the party, the nature of the charge, and the status of the proceeding are accurately understood. The Employee will be provided notice of such hearing and have the right to have union representation.

SECTION 828 – TEACHER RECOGNITION

The District and WHEA will organize a committee of teachers, administrators, and central office staff to formulate a program to positively recognize professional staff members on a regular basis.

ARTICLE IX – SWISSVALE PUBLIC LIBRARY AND FULL TIME ATHLETIC TRAINER

SECTION 901 – RECOGNITION

The Parties recognized that the unit previously certified by the Pennsylvania Labor Relations Board at Case #PERA-R-81-585W is amended to include librarians employed by the District at the Swissvale Public Library and the position of Full Time Athletic Trainer.

SECTION 902 – WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT

Two incumbents are employed on a part-time basis at the Swissvale Public Library.

One incumbent shall work a maximum of eighteen (18) hours per week for forty-six (46) weeks (874 hours per year) for the duration of this Agreement.

The second incumbent shall work for a maximum of fifteen (15) hours per week for forty-six (46) weeks (690 hours per year) for the duration of this Agreement.

Neither Employee shall receive fringe benefits.
The incumbent’s current District base wages are (#1) $9.01 per hour and (#2) $5.00 per hours. Effective 2012-2013 School Year: Number one (1) and number two (2) incumbents shall receive increases of fifteen ($.15) cents per hour each year of the contract. Wages are frozen for the 2011-2012 school year.

It is recognized that these incumbents in fact presently receive wages and work hours in excess of the above amounts, which wages and hours are funded through RAD money which may or may not remain available. In the event that this RAD funding is eliminated or decreased, appropriate adjustments to mutual wages and hours may be made. The wages set forth are maximum entitlements for purposes of this agreement.

SECTION 902-A – WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT

1. Regular, Full-time Athletic Trainer

The full-time Athletic Trainer shall be paid at the same rate as all professional employees, and shall advance on the salary scale each year.

The Full-time Athletic Trainer is to work the total hours as deemed equal to that of the professional staff, as directed by the Athletic Director and the High School Principal. (1440 hours)

The Full-time Athletic Trainer shall be afforded the following benefits pursuant to the various provisions of the parties’ CBA:

1. Individual health and dental insurance, at District expense, as provided for in Article VIII, Section 808 of the parties’ CBA.

2. Vision insurance at employee expense, by way of appropriate amendment to the District’s Cafeteria Plan as outlined in Article V, Section 808 of the parties’ CBA.

3. When an Employee withdraws from (or) declines by reason of Section 808 (C) from any or all of the applicable medical, surgical, major medical or dental insurance coverage offered under the parties’ CBA, he/she will be reimbursed one-half of the individual rate of the coverage declined up to a maximum reimbursement of $1,000.00 annually as outlined in Article VIII, Section 809 of the parties’ CBA.

4. An upgrade to family coverage or any other increase beyond individual health or dental coverage may be obtained by the Full-time Athletic Trainer at his/her own expense as outlined in Article VIII, Section 808 of the parties’ CBA.

5. The School District shall provide group term life insurance to the Full time Athletic Trainer in the amount of $50,000.00 in accordance with Article VIII, Section 807 of the parties’ CBA.

SECTION 903-A – EMPLOYEE STATUS, SUBCONTRACTING

(A) The parties recognize that the Full-time Trainer position is a non-tenured position, governed by 24 P.S.~5-514, not Article XI, of the Pennsylvania Public
School Code of 1949. Any disciplinary action including discharge, taken on behalf of the District against the Full-time Athletic Trainer will be done in conformity with the Just Cause and Grievance Procedures found within the CBA under Article IV, Sections 401 and 402, respectively.

(B) In the event that and at such time as the Full-time Athletic Trainer is no longer incumbent, for any reason, in the position of Athletic Trainer, it shall be the prerogative of the District to eliminate or redefine the position of the Athletic Trainer and the present responsibilities thereof, as it may determine, including by way of subcontracting all or part of the work to an outside agency or agencies, without any further obligation to bargain the fact or effects of such subcontracting.

ARTICLE X – FAIR SHARE FEE

SECTION 1001 – DEDUCTION OF FAIR SHARE FEE(S)

1. Pursuant to Act No. 84 of 1988, the District agrees to deduct from the salary or wages of each nonmember of the Association represented therefore by the fair share fee as defined in the Act, provided that the Association shall provide to the District in writing
   a. the name of each nonmember so obligated,
   b. the amount of such fee,
   c. a reasonable schedule for each deduction.

2. The District will collect said fair share fees and remit same to the Association within thirty (30) days of such deduction.

3. The Association agrees to save, hold harmless, indemnify, and defend the District and its agents from any and all claims, suits, or demands of any kind or nature whatsoever arising out of the District’s performance of this Agreement to deduct fair share fees.

ARTICLE XI – THE AGREEMENT

SECTION 1101 – PRINTING OF THE AGREEMENT

Copies of this Agreement shall be printed at the joint expense of the Parties within sixty (60) days after the Agreement is signed. The Agreement size shall be not less than 4-1/4 inches x 5-1/2 inches. Copies of this Agreement will be provided to all persons currently and hereafter employed.

SECTION 1102 – AGREEMENT ACCEPTANCE

Intending to be legally bound, both parties hereby accept the provisions of this Agreement as witnessed by their signatures below.
SECTION 1103 – DURATION

Both parties hereby accept the provisions of this Agreement effective the first work day of the 2015-2016 school year through the day preceding the first work day of the 2016-2017 school year.

For the District

________________________________
Colleen Filiak, President

________________________________
Tara Reis, Vice President

For the Association

________________________________
Adam Forgie, President

________________________________
Paul Serbak, Vice President
APPENDIX A
CERTIFICATION
NO. PERA-R-81-585-W

CONCLUSIONS

The Board, therefore, after due consideration of the foregoing and the record as a whole, and more particularly in consideration of the election conducted on December 7, 1981, concludes and finds:

The CONCLUSIONS, numbers 1 through 5 inclusive, as set forth in the aforesaid Order and Notice of election, are hereby affirmed and incorporated by reference herein and made a part hereof.

6. That majority of the valid votes cast by Employees in the aforesaid appropriate unit designated Woodland Hills Education Association, PSEA/NEA as the exclusive representative for the purpose of a collective bargaining with the Employer.

7. That Woodland Hills Education Association, PSEA/NEA is the exclusive representative of all the Employees of the Employer within the heretofore defined appropriate unit for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment.

In view of the foregoing and in order to effectuate the policies of the Act, the Board hereby

CERTIFIES

That WOODLAND HILLS EDUCATION ASSOCIATION, PSEA/NEA is the EXCLUSIVE REPRESENTATIVE of the Employees of the above-named Employer in the unit described below for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment.

UNIT: full-time and regular-time professional Employees, including but not limited to, teachers, guidance counselors, librarians, instructional media specialists, school nurses, dental hygienists, and home and school visitors; and excluding supervisors, first-level supervisors, confidential Employees and guards as defined in the Act.
APPENDIX B

DUES DEDUCTION

I hereby authorize the Woodland Hills School District to deduct professional Association dues (WHEA/PSEA/NEA) from my paychecks. Such deduction shall be made in twenty-two (22) equal payments with the first pay in October of each year.

In the event that I terminate my services with the Woodland Hills School District prior to the total annual deductions being made, I understand that the balance necessary to complete the total will be deducted from my final paycheck received from the District.

This authorization will remain in effect unless cancelled in writing fifteen (15) days prior to the expiration of the Collective Bargaining Agreement.

SIGNATURE____________________________________

NAME_________________________________________

SOCIAL SECURITY NUMBER_____________________

Note: Cash payments must be made by September 10 or dues deductions will automatically take place.
## Appendix C

**EDR Schedule**

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### CLUBS - SPONSORS

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**SUPPLEMENTAL**
(No experience Factor Included)
K-12 Mentor $580.00
### APPENDIX D

**PROFESSIONAL STAFF SALARY SCHEDULE**

**WOODLAND HILLS**

2015-2016

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*Bargaining Unit members will move up to next step on January 27, 2016.*