

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

In the Matter of Fact-Finding	:	Fact-Finding Report and
Between:	:	Recommendations
	:	
	:	
	:	Case No.: ACT 88-18-12-W
	:	
MOUNT PLEASANT AREA	:	
EDUCATION ASSOCIATION, PSEA/NEA	:	
("Association")	:	
	:	Issued: October 22, 2018
AND	:	
	:	
MOUNT PLEASANT AREA	:	
SCHOOL DISTRICT	:	
("District")	:	

David V. Breen, Esquire
Fact-Finder

For the Association:	Mary Ellen Jones PSEA/UniServ Representative 944 South Center Avenue Hunker, PA 15639
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For the District:	Joseph R. Dalfonso, Esquire Dodaro, Matta & Cambest, P.C. Southpoint Town Center 1900 Main Street, Suite 207 Canonsburg, PA 15317
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Background

By letter dated September 18, 2018, the Pennsylvania Labor Relations Board (“Board”), pursuant to Act 88 of 1992 and the Public Employee Relations Act, Act 195 of 1970, appointed the undersigned as Fact-Finder in the impasse between Mount Pleasant Area Education Association, PSEA/NEA (“Association”) and Mount Pleasant Area School District (“District”). The Association is the exclusive and sole representative for collective bargaining for all professional employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board as PERA-R-383-W. Professional employees in the unit include teachers, counselors, librarians and nurses. The Parties have been engaged in negotiation for a successor agreement to the Parties’ agreement effective September 1, 2014 through August 31, 2018. The Parties, however, were unable to reach an agreement on all issues raised during bargaining. As a result, a request for Fact-Finding was initiated by the Association. In accordance with the Board’s Order, the Parties filed written statements of the issues in dispute with the Fact-Finder involving the numerous issues set forth below.

On October 11 and October 12, 2018 a formal Fact-Finding Hearing was held in accordance with the Pennsylvania Labor Relations Act before the undersigned in Westmoreland County, Pennsylvania. During the Hearing both Parties were afforded a full opportunity to present testimony, examine and cross examine witnesses and introduce oral explanations and documentary evidence in support of the Parties’ respective positions. During the Hearing and discussions with the Parties, and during an Executive Session immediately following the Hearing this Fact-Finder was given a thorough understanding of each Parties’ position on the outstanding issues.

To arrive at the following recommendations the Fact-Finder relied upon, among other things, the following criteria: the reliable and credible testimony provided; the evidence presented at the Fact-Finding Hearing and further clarification given to questions from the Fact-Finder; comparable data supplied giving consideration to factors peculiar to the area and jobs involved; the interest

and welfare of taxpayers; and, the ability of the Employer to finance and administer the issues proposed.

ISSUES IN DISPUTE AND RECOMMENDATIONS

1. ARTICLE I. RECOGNITION

CURRENT CONTRACT LANGUAGE:

ARTICLE I. – RECOGNITION

- A. The Mount Pleasant Area School District recognizes the Mount Pleasant Area Education Association PSEA/NEA, as the exclusive and sole representative for collective bargaining for all professional employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board as PERA-R-383-W. All references to professional employees shall include teachers, counselors, librarians and nurses.

ASSOCIATION PROPOSAL:

ARTICLE I. – RECOGNITION

- A. The Mount Pleasant Area School District recognizes the Mount Pleasant Area Education Association PSEA/NEA, as the exclusive and sole representative for collective bargaining for all professional employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board as PERA-R-383-W and PERA-U-15-84-W, as amended. All references to professional employees shall include teachers, counselors, librarians, nurses, and school psychologists.

DISTRICT PROPOSAL:

ARTICLE I. – RECOGNITION

- A. The Mount Pleasant Area School District recognizes the Mount Pleasant Area Education Association, as the exclusive and sole representative for collective bargaining for all professional employees . All references to professional employees shall include teachers, counselors, librarians and nurses and school psychologists.

The Mount Pleasant Area School District is funded by public dollars, fiscal responsibility and accountability will prevail in the preparation of this agreement.

The Mount Pleasant Area School District is designed to enhance and maximize student opportunity and student performance, the educational mission will prevail in the preparation of this agreement.

The Mount Pleasant Area School District, its organization and operation, is defined and governed by the Pennsylvania School Code/Regulations, strict compliance will prevail in the preparation of this agreement.

The Association and the District have negotiated and endorsed this Agreement in good faith, both parties agree that neither party can expect the other party to abide by a specific condition or a certain position that is not detailed in the language of this contract. The Association and the District agree that an unstated condition or undeclared position has no standing in this contract.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal.

2. ARTICLE II. TERM OF AGREEMENT

CURRENT CONTRACT LANGUAGE:

ARTICLE II.- TERM OF AGREEMENT

The agreement between the Board and the Association shall begin on September 1, 2014, and shall continue in full force and effect until August 31, 2018, and then shall thereafter automatically renew for one (1) year periods, unless either party gives written notice to the other at least sixty (60) days prior to any expiration time of intention to modify or terminate this Agreement. However, such notice shall be given at least one hundred and eighty (180) days prior to the Board's budget submission date so long as the current provisions of Section 801 of the Act remain in force.

ASSOCIATION PROPOSAL:

ARTICLE II. - TERM OF AGREEMENT

The agreement between the Board and the Association shall begin on September 1, 2018, and shall continue in full force and effect until August 31, 2025, and then shall thereafter automatically renew

for one (1) year periods, unless either party gives written notice to the other at least sixty (60) days prior to any expiration time of intention to modify or terminate this Agreement. However, such notice shall be given at least one hundred and eighty (180) days prior to the Board's budget submission date so long as the current provisions of Section 801 of the Act remain in force.

DISTRICT PROPOSAL:

ARTICLE II.- TERM OF AGREEMENT

The agreement between the Board and the Association shall begin on September 1, 2018, and shall continue in full force and effect until August 22, 2020.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal.

**3. ARTICLE IV. RIGHTS OF PROFESSIONAL EMPLOYEES, SECTION H.
STUDENT CONTROL AND DISCIPLINE**

CURRENT CONTRACT LANGUAGE:

ARTICLE IV. - RIGHTS OF PROFESSIONAL EMPLOYEES

H. STUDENT CONTROL AND DISCIPLINE

The Administration and professional employees will make every effort to enforce the discipline policy within the limits of state and federal guidelines. The teachers shall have a voice with the administration to write a student discipline policy.

ASSOCIATION PROPOSAL:

ARTICLE IV. - RIGHTS OF PROFESSIONAL EMPLOYEES

H. STUDENT CONTROL AND DISCIPLINE

The Administration and professional employees will make every effort to enforce the discipline policy within the limits of state and federal guidelines, including consequences delivered to the reporting teacher within twenty-four (24) hours of determining those consequences. The teachers shall have a voice with the administration to write a student discipline policy and protocol and shall meet annually to review current policy and protocol.

DISTRICT PROPOSAL:

ARTICLE IV. - RIGHTS OF PROFESSIONAL EMPLOYEES

STUDENT DISCIPLINE

The classroom teacher is directly responsible for ensuring that their classroom lessons run smoothly without disruptive behavior from students that would compromise the delivery of the instruction/lesson.

In the case of “removal from class” student discipline, student detention or suspension, and/or student expulsions, the teachers whom can contribute meaningfully to the administrator’s decision regarding the action under consideration may be consulted. The final decision regarding disciplinary action will rest with the administrator charged with responsibility for student discipline.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association’s Proposal.

4. ARTICLE VI. TEACHING HOURS AND TEACHING LOAD - SECTION C.

CURRENT CONTRACT LANGUAGE:

ARTICLE VI. - TEACHING HOURS AND TEACHING LOAD

- C. Secondary teachers shall not be required to teach more than three (3) subject areas, nor more than a total of three (3) teaching subject preparations per day.

ASSOCIATION PROPOSAL:

ARTICLE VI. - TEACHING HOURS AND TEACHING LOAD

- C. Secondary teachers shall not be required to teach more than three (3) subject areas, nor more than a total of three (3) teaching subject preparations per nine (9) weeks.

DISTRICT PROPOSAL:

ARTICLE VI. - TEACHING HOURS AND TEACHING LOAD

Secondary teachers will not be required to teach more than ~~four (4)~~ four (4) subject areas, nor more than a total of four (4) teaching subject preparations per day, unless requested and/or agreed upon by the individual teacher. Teachers that have four (4) subject preparations will be given two (2) planning periods instead of one (1) planning period and one (1) duty period.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends no changes to the existing language.

5. ARTICLE VI. TEACHING HOURS AND TEACHING LOAD, SECTION E

CURRENT CONTRACT LANGUAGE:

ASSOCIATION PROPOSAL:

ARTICLE VI. - TEACHING HOURS AND TEACHING LOAD

SECTION E (NEW):

E. Elementary teachers shall not be required to teach continuously for more than one hundred sixty (160) minutes unless prevented from doing so by their lunch schedule.

DISTRICT PROPOSAL:

NONE

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal

6. ARTICLE VI. TEACHING HOURS AND TEACHING LOAD SECTION F.

CURRENT CONTRACT LANGUAGE:

ARTICLE VI. - TEACHING HOURS AND TEACHING LOAD

- F. During a regularly scheduled classroom day, elementary teachers will be relieved of teaching responsibilities for at least forty (40) consecutive minutes per day during the time that their classes are scheduled for instruction with various teaching specialists. If the teaching specialist is absent or the specialist program is altered or curtailed, all teachers shall have a duty-free preparation period of at least forty (40) consecutive minutes per day after the start of the student day and before the end of the student day except in cases of unforeseen exigencies.

ASSOCIATION PROPOSAL:

ARTICLE VI. - TEACHING HOURS AND TEACHING LOAD

- F. During a regularly scheduled classroom day, elementary teachers will be relieved of teaching responsibilities for at least forty (40) consecutive minutes per day during the time that their classes are scheduled for instruction with various teaching specialists. If the teaching specialist is absent or the specialist program is altered or curtailed, all teachers shall have a duty-free preparation period of at least forty (40) consecutive minutes per day after the start of the student day and before the end of the student day . Specialist's services to children shall be equitably distributed, and no set of students shall have fewer special classes than any other set of students. Elementary transition times shall be scheduled between instruction periods and be no fewer than four (4) minutes. The purpose of elementary transition times is to provide time for the movement of students between classes, lunch and/or recess.

DISTRICT PROPOSAL:

ARTICLE VI. - TEACHING HOURS AND TEACHING LOAD

During a regularly scheduled classroom day, elementary teachers will be relieved of teaching responsibilities for one (1) period per day during the time that their classes are scheduled for instruction with various teaching specialists. If the teaching specialist is absent or the specialist program is altered or curtailed, all teachers will have one (1) duty-free preparation period per day except for unforeseen contingencies. Teaching specialists (including Title I and Special Education teachers) will be relieved of their teaching responsibilities for at least one (1) period per day during the regularly scheduled teacher day.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends no changes to the existing language.

7. ARTICLE VI. TEACHING HOURS AND TEACHING LOAD, SECTION I

CURRENT CONTRACT LANGUAGE:

ARTICLE VI. - TEACHING HOURS AND TEACHING LOAD

- I. The Board will provide normal classroom furnishings and equipment for the professional employees.

ASSOCIATION PROPOSAL:

ARTICLE VI. - TEACHING HOURS AND TEACHING LOAD

- I. The Board will provide normal classroom furnishings, supplies, and equipment for the professional employees.

DISTRICT PROPOSAL:

ARTICLE VI. - TEACHING HOURS AND TEACHING LOAD

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal.

**8. ARTICLE VI. TEACHING HOURS AND TEACHING LOAD, SECTION L,
STUDENT LEARNING ENVIRONMENT PARAGRAPH 1. CLIMATE (NEW
LANGUAGE)**

CURRENT CONTRACT LANGUAGE:

ASSOCIATION PROPOSAL:

L. STUDENT LEARNING ENVIRONMENT

1. CLASSROOM CLIMATE

Environment and air quality shall follow the recommendations of the
Occupational Safety and Health Administration (OSHA) and American Society of

Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 55, Thermal Environmental Conditions for Human Occupancy, for air quality and temperature. Should indoor temperatures exceed the recommended thermal comfort level by four (4) or more degrees, students shall be released early, and teachers shall report to a location(s) which meets those thermal requirements.

DISTRICT PROPOSAL:

No need to include language regarding this issue.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the District Proposal.

**9. ARTICLE VI. TEACHING HOURS AND TEACHING LOAD, SECTION L,
STUDENT LEARNING ENVIRONMENT. PARAGRAPH 2, REASONABLE CLASS SIZE
(NEW LANGUAGE)**

CURRENT COLLECTIVE BARGAINING AGREEMENT:

**ARTICLE VI. - TEACHING HOURS AND TEACHING LOAD – L. – STUDENT
LEARNING ENVIRONMENT, I -2., - Reasonable Class Size - (New Language)**

CURRENT CONTRACT LANGUAGE:

ASSOCIATION PROPOSAL:

ARTICLE VI - TEACHING HOURS AND TEACHING LOAD

L. STUDENT LEARNING ENVIRONMENT

2. REASONABLE CLASS SIZE

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be regulated to meet the following standards:

Standard Includes Special Education

<u>K-3</u>	<u>20</u>
<u>4-6</u>	<u>22</u>

A. No class shall exceed the above-mentioned standards based upon current enrollment data as of two (2) days prior to the end of the year bid meeting. Documentation shall be provided to the Association two (2) days prior to the bid meeting verifying that the numbers are in compliance.

B. An additional class shall be created when any of the existing classes exceeds the standard specified above.

C. EXCEPTIONS

1. Some classes will be limited to numbers that are lower than the maximums listed in Subsection 2. because of the physical limitations of the classroom. Examples of this include, but are not limited to, number of computers, lab stations, or work stations in a room.

2. The maximums listed may be exceeded if a teacher needs a group of students larger than the numbers identified above for their program. Examples of this may include, but are not limited to, performing groups such as chorus or band. All non-instructional duties, including, but not limited to, study hall, detention hall, cafeteria duty, playground duty, and bus duty, shall be excluded from the provision of this Section.

3. Where classes of the same grade level and/or subject area exist, the district must equalize and evenly distribute the class size within a given building.

4. Special classes for the physically handicapped or developmentally disabled shall be maintained at the class sizes as specified in the Pennsylvania Department of Education's rules and regulations.

5. Self-Contained special education classrooms shall contain no more than the four (4) grade level ages as required by law.

6. The District shall equalize and evenly distribute the number of special education students to be mainstreamed in any classroom at one time.

DISTRICT PROPOSAL:

No need to include this language regarding this Proposal.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the District's Proposal.

**10. ARTICLE VI. TEACHING HOURS AND TEACHING LOAD, SECTION L,
STUDENT LEARNING ENVIRONMENT, PARAGRAPH 3, KINDERGARTEN
SCREENING AND ORIENTAITON (NEW LANGUAGE)**

CURRENT CONTRACT LANGUAGE:

NONE

ASSOCIATION PROPOSAL:

ARTICLE VI - TEACHING HOURS AND TEACHING LOAD

L. STUDENT LEARNING ENVIRONMENT

3. KINDERGARTEN SCREENING AND PARENT ORIENTATION

What has traditionally been called "Kindergarten registration" shall be scheduled only on Mondays through Thursdays, and shall include hours outside of a traditional 9-5 work day to encourage and accommodate maximum parent attendance. Employees who participate shall do so voluntarily and will be paid per diem.

DISTRICT PROPOSAL:

There is no need for this proposal.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the District's Proposal.

11. ARTICLE VIII, PROFESSIONAL COMPENSATION, A. SALARIES AND WORK YEAR

CURRENT CONTRACT LANGUAGE:

VIII. PROFESSIONAL COMPENSATION

- A. The basic salaries of professional employees covered by this Agreement are set forth in Schedule “A”, which is attached hereto and made part of this Agreement.

The school year shall consist of one hundred eighty (180) teaching days and six (6) in-service days. the annual Open Houses will take place on a modified in-service day prior to the start of the student school year. The in-service or Act 80 days at the end of the semester and the end of the third nine (9) weeks will consist of a one-half (1/2) day of in-service and a one half (1/2) day of time for teachers to work on teacher selected data in their classrooms:

Day 1 In-service

Day 2 Clerical/may include up to a two (2) hour building meeting/to be used within three (3) work days before the first calendar day for students.

Day 3 Modified – In-service Day with Open House (The modified day will be seven (7) hours and thirty (30) minutes and will be completed no later than 9:00 p.m.)

Day 4 Modified – Conference Day (The modified day will be seven (7) hours and thirty (30) minutes and will be completed no later than 6:00 p.m.)

Day 5 ½ day In-service (Act 48) – ½ day Data at end of First Semester

Day 6 Clerical day to be used on the last day of the calendar year.

Act 80 Day – ½ day In-service (Act 48) and ½ day Data at end of the Third Nine (9) weeks.

ASSOCIATION PROPOSAL:

VIII. PROFESSIONAL COMPENSATION

- A. The basic salaries of professional employees covered by this Agreement are set forth in Schedule “A”, which is attached hereto and made part of this Agreement. The school year shall consist of one hundred eighty (180) teaching days and six (6) in-service days. The annual Welcome Back Nights will take place on a modified in-service day prior to the start of the student school year. The in-service or Act 80 days at the end of the semester and the end of the third nine (9) weeks will consist of a one-half (1/2) day of in-service and a one half (1/2) day of time for teachers to work on teacher selected data in their classrooms:

Day 1 In-service

Day 2 Clerical/may include up to a two (2) hour building meeting/to be used within three (3) work days before the first calendar day for students.

Day 3 Modified – In-service Day with Welcome Back Night (The modified day will be seven (7) hours and thirty (30) minutes and will be completed no later than 9:00 p.m.) Welcome Back Night will be scheduled only on Mondays through Thursdays to encourage maximum parental attendance.

Day 4 Modified – Conference Day (The modified day will be seven (7) hours and thirty (30) minutes and will be completed no later than 6:00 p.m.) Conference Day will be scheduled only on Mondays through Thursdays to encourage maximum parental attendance.

Day 5 ½ day In-service (Act 48) – ½ day Data at end of First Semester

Day 6 Clerical day to be used on the last day of the calendar year.

Act 80 Day – ½ day In-service (Act 48) and ½ day Data at end of the Third Nine (9) weeks.

DISTRICT PROPOSAL:

VIII. PROFESSIONAL COMPENSATION

- A. The basic salaries of professional employees covered by this Agreement are set forth in Schedule “A”, which is attached hereto and made part of this Agreement.

The school year shall consist of one hundred eighty (180) teaching days and eight (8) in-service days. The annual Open Houses will take place on a modified in-service day prior to the start of the student school year. The in-service or Act 80 days at the end of the semester and the end of the third nine (9) weeks will consist of a one-half (1/2) day of in-service and a one half (1/2) day of time for teachers to work on teacher selected data in their classrooms:

Day 1 In-service

Day 2 Clerical/may include up to a two (2) hour building meeting/to be used within three (3) work days before the first calendar day for students.

Day 3 Modified – In-service Day with Open House (The modified day will be eight (8) hours and will be completed no later than 9:00 p.m.)

Day 4 Modified – Conference Day (The modified day will be eight (8) hours and will be completed no later than 6:00 p.m.)

Day 5 ½ day In-service (Act 48) – ½ day Data at end of First Semester

Day 6 Clerical day to be used on the last day of the calendar year.

Day 7 and Day 8 activities to be defined based on the needs of the district.

Act 80 Day – ½ day In-service (Act 48) and ½ day Data at end of the Third Nine (9) weeks.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends that no language changes be made.

12. ARTICLE IV. PROFESSIONAL ACTIVITIES, A. ASSIGNMENTS

CURRENT CONTRACT LANGUAGE:

IX. PROFESSIONAL ACTIVITIES

A. ASSIGNMENTS

Every reasonable effort shall be made to give all teachers written notice of their buildings, subjects, and grade level for the forthcoming year no later than the last instructional day of the preceding year. In the event that changes in said schedules are proposed, all teachers affected will be promptly notified and consulted.

ASSOCIATION PROPOSAL:

IX. PROFESSIONAL ACTIVITIES

A. ASSIGNMENTS

Every reasonable effort shall be made to give all teachers written notice of their buildings, subjects, and grade level for the forthcoming year no later than the last instructional day of the preceding year. In the event that changes in said schedules are proposed, all teachers affected will be promptly notified and consulted, but not later than July 1 prior to the affected year.

DISTRICT PROPOSAL:

IX. PROFESSIONAL ACTIVITIES

A. ASSIGNMENTS

Every reasonable effort shall be made to give all teachers written notice of their buildings, subjects, and grade level for the forthcoming year no later than the last instructional day of the preceding year. In the event that changes in said schedules are proposed, all teachers affected will be promptly notified.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends no changes to the existing language.

13. ARTICLE IV. PROFESSIONAL ACTIVITIES, SECTION B. VACANCIES

CURRENT CONTRACT LANGUAGE:

IX. PROFESSIONAL ACTIVITIES

B. VACANCIES

1. All vacancies and new positions in the School District will be open to all qualified personnel in the School District.
2. Prior to June 1, at a mutually agreeable time between the Association and the District, the Association shall hold a silent bidding meeting where all posted vacancies shall be filled. After June 1 of the school year the Superintendent shall promptly post notice of the vacancies on the District Web Site for no less than two (2) weeks before the position is filled. The District shall also simultaneously send notice to the Association President. After June 30 the two (2) week posting period may be shortened at the reasonable discretion of the Superintendent.
3. Any vacancy or new position will be posted with accompanying job description, qualifications, and salary.
4. All vacancies and new positions will be open to application from all qualified and certified personnel within the School District.
5. In filling all teaching vacancies or new positions, the Board of Education will not deny applications from its own teaching staff.
6. When a vacancy occurs after the start of the student school year, the bidding process will take place. Only the teacher awarded the initial vacancy will move at that time, while all other movements awarded through the bidding process will be deferred until the following school year.
7. When a vacancy occurs after September 30, the bidding process will take place. All movement awarded through the bidding process will be deferred until the following school year.
8. At the silent bidding meeting held prior to June 1, representatives from the District and the Association will be present to validate the bidding awards. At this meeting, the District shall receive one (1) veto. The veto will be used only for an educationally sound reason.
9. Except for the District's one (1) veto as described in Section 8, all vacancies, including those after June 1, shall be awarded to Bargaining Unit Members by Certification and Seniority.

ASSOCIATION PROPOSAL:

IX. PROFESSIONAL ACTIVITIES

B. VACANCIES

1. All vacancies and new positions in the School District will be open to all qualified personnel in the School District.
2. Prior to June 1, at a mutually agreeable time between the Association and the District, the Association shall hold a silent bidding meeting where all posted vacancies shall be filled. After June 1 of the school year the Superintendent shall promptly post notice of the vacancies on the District Web Site for no less than two (2) weeks before the position is filled. The District shall also simultaneously send notice to the Association President. After June 30 the two (2) week posting period may be shortened at the reasonable discretion of the Superintendent.
3. All vacancies, supplementals, or new position will be posted electronically to school emails and an alert via all call to employees' home phones; such posts will be made with accompanying job description, qualifications, and salary.
4. All vacancies and new positions will be open to application from all qualified and certified personnel within the School District.
5. In filling all teaching vacancies or new positions, the Board of Education will not deny applications from its own teaching staff.
6. When a vacancy occurs after the start of the student school year, the bidding process will take place. Only the teacher awarded the initial vacancy will move at that time, while all other movements awarded through the bidding process will be deferred until the following school year.
7. When a vacancy occurs after September 30, the bidding process will take place. All movement awarded through the bidding process will be deferred until the following school year.
8. At the silent bidding meeting held prior to June 1, representatives from the District and the Association will be present to validate the bidding awards. At this meeting, the District shall receive one (1) veto. The veto will be used only for an educationally sound reason.
9. Except for the District's one (1) veto as described in Section 8, all vacancies, including those after June 1, shall be awarded to Bargaining Unit Members by Certification and Seniority.

DISTRICT PROPOSAL:

IX. PROFESSIONAL ACTIVITIES

VACANCIES AND POSTING

Vacancy - an unfilled professional contract position that will be staffed by the District.

Posting – existing and anticipated professional contract vacancies will be posted in each school building at least two (2) weeks prior to the filling of said position.

Notification of professional contract vacancies occurring after the school year ends will be posted through automatic call or email.

The vacancy notice will list the building or building and subject certification areas where the vacancy will exist or is anticipated to be at the time of the posting.

Employees will make application for posted professional vacancies in writing to the Superintendent.

All members of the Association with proper certification on the date of the professional contract vacancy (who apply in writing) will have the opportunity for a personal interview.

Existing or anticipated coaching/activity sponsor vacancies will be posted in the District at least two (2) weeks prior to filling of said position. All coaching/activity sponsor positions will be renewed annually.

Newly hired special education teachers are required to maintain their special education position for a minimum of five (5) years following their hire. No bidding rights into any other position (other than another special education position) will be granted until the five (5) year period expires.

X. CHANGES IN STAFF ASSIGNMENTS

The quality and effectiveness of the professional staff is a major factor in determining the quality of Mount Pleasant Area's education program.

A committed and ongoing effort will be made to ensure that the most qualified classroom teachers are positioned in the appropriate classroom assignments.

Whenever reasonable, teachers will be retained in their present or similar positions with regard to building assignment, to certification and/or subject assignment.

All determinations as to staffing assignments are at the discretion of the District.

When adjusting staffing assignments, basic principles will be observed:

Changes in assignment for contract teachers may be necessary due to retirements, leaves of absence, resignations, suspension or furloughs, deaths, changes in curriculum, poor instructional performance, or changes in the program structure.

When reassignments are made, the district will consider the teacher's preferred area of certification, qualifications, experience, and frequency of prior assignments.

When assignments within the teacher's current teaching certification area are unavailable, reassignment in the area of the teacher's additional certifications will be pursued.

A reassignment is any change from the teaching assignment, i.e. subject (secondary) and/or grade level (elementary). Whenever a reassignment is required, the following procedures will be followed:

Qualified applicants who apply for a reassignment will be considered first.

Notice of reassignment will be given to the employee affected by August 1, barring emergencies, preceding the school year in which reassignment is to be affected.

Notice of reassignment will be made after a meeting between the teacher involved and the Building Principal.

In the event that a teacher disagrees with the reassignment, the teacher may request a meeting with the Superintendent.

Assignments/reassignments will not ordinarily be made after the start of the school year or semester.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal.

14. ARTICLE X. INVOLUNTARY TRANSFERS

CURRENT CONTRACT LANGUAGE:

X. INVOLUNTARY TRANSFERS

- A. Any involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the principal, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon request of the employee, the Superintendent or his agent shall meet with him

within five (5) school days or one (1) week after written request for such meeting has been forwarded to the Superintendent or his agent. The employee may, at his option, have an Association representative present at such meeting. If the employee is dissatisfied by the Superintendent's decision, he shall have the right to a hearing before the Board in Executive Session, within thirty (30) days after date of such written request. At his option, he may have an Association representative present. Such transfers shall not be made for arbitrary or capricious reasons.

- B. An involuntary transfer or reassignment shall mean any change from the teaching assignment, i.e. subject and/or grade level, without the change being requested by the teacher. Whenever an involuntary transfer or reassignment must be made, the following procedure shall be met:
1. Qualified teacher volunteers shall be considered first.
 2. Notice of involuntary transfer or reassignment shall be given to the employee affected by August 1, barring emergencies, preceding the school year in which the transfer or reassignment is to be affected.
 3. Involuntary transfers or reassignments shall be made only for educationally sound reasons.

ASSOCIATION PROPOSAL:

X. INVOLUNTARY TRANSFERS

- A. Any involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the principal, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon request of the employee, the Superintendent or his agent shall meet with him within five (5) school days or one (1) week after written request for such meeting has been forwarded to the Superintendent or his agent. The employee may, at his option, have an Association representative present at such meeting. If the employee is dissatisfied by the Superintendent's decision, he shall have the right to a hearing before the Board in Executive Session, within thirty (30) days after date of such written request. At his option, he may have an Association representative present. Such transfers shall not be made for arbitrary or capricious reasons.
- B. An involuntary transfer or reassignment shall mean any change from the teaching assignment, i.e. subject and/or grade level, without the change being requested by the teacher. Whenever an involuntary transfer or reassignment must be made, the following procedure shall be met:
1. Qualified teacher volunteers shall be considered first.
 2. Notice of involuntary transfer or reassignment shall be given to the employee affected by July 1, barring emergencies, preceding the school year in which the transfer or reassignment is to be affected.

3. Involuntary transfers or reassignments shall be made only for educationally sound reasons.

DISTRICT PROPOSAL:

REASSIGNMENTS

~~Reassignment is considered to be a~~ change from the present position.

Properly certified furloughed teachers will be provided first opportunity to return.

Teachers who have requested a transfer will be considered for reassignments before any involuntary transfers are made.

Teachers who have obtained new areas of certifications will receive next consideration.

Teachers may request a change of teaching assignment. The reasons for the request, plus the subject area, certification area, building or grade level desire will be indicated.

Reassignment decisions by the Building Principal are final.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends no change to the existing language.

15. ARTICLE XIII. MISCELLANEOUS PROVISIONS, SECITON E. DUAL ENROLLMENT, PARAGRAPH 3. STUDENT QUALIFICATIONS

CURRENT CONTRACT LANGUAGE:

E. DUAL ENROLLMENT GUIDELINES

The belief of the Mount Pleasant Area School District (MPASD) is that a well-rounded, liberal arts education, is required for students to be successful in their lives. As such, MPASD has established graduation requirements that not only address the core content areas of Math, Science, English and Social Studies, but also require the completion of credits in Technology, Physical Education and Health, Foreign Languages, and the Humanities. While recognizing that students can gain a benefit from early college experiences, the MPASD will allow students to modify their school day to pursue enrollment and attendance in college courses. These courses can be traditional and/or online in their format. While providing an enrichment opportunity for the students, the students must meet the graduation requirements of MPASD through MPASD provided courses. Dual enrollment courses are not intended to be remedial courses.

1. The student must be a Junior or Senior.
2. Graduation requirements must be met by courses taught at MPAHS.
3. Student must be a student in good academic standing with a minimum cumulative QPA of 3.0. Student must be proficient in math and reading as verified by their latest local assessment results, or by the grade eleven (11) PSSA results. Student must meet the entrance requirements and be accepted by the postsecondary school.
4. Student must maintain enough credits at MPAHS to be able to move to the next grade level, and graduate in four (4) years. Students will be required to complete the minimum number of credits annually through courses taught at MPAHS as required for all students at that grade level.
5. Student will work with the guidance counselor to select courses and to complete requirements of the college or university (placement testing, etc.).
6. Students may attend classes during the school day (if their schedule permits) at local colleges but transportation and associated costs are on their own.
7. Classes and fees are at the expense of the student or student's family.
8. College courses may appear on the high school transcript, if the student requests, as a notation but will not be calculated in the student's QPA.
9. Subject to final approval of the Principal. The Principal's decision is final.

With this being so, the District agrees that the Association has not waived its exclusive right to bargaining unit work by virtue of this provision, and agrees that it will not assert in any forum or circumstance that this Agreement removes any duties traditionally performed by bargaining unit members from the bargaining unit.

There will be no subcontracting of bargaining unit work. Moreover, dual enrollment will not be used to provide instruction during a legal strike or lockout.

- This Memorandum of Understanding is effective upon signing. It will become an addendum to the Collective Bargaining Agreement once a new CBA is signed and will be effective through the length of the new CBA.
- Any disagreements to the interpretation or intention of this Memorandum of Understanding will be subject to the grievance procedure outlined in the CBA.
- Dual enrollment will not be used as a means to reduce staff.

(Board approved, January 9, 2012).

ASSOCIATION PROPOSAL:

E. DUAL ENROLLMENT GUIDELINES

The belief of the Mount Pleasant Area School District (MPASD) is that a well-rounded, liberal arts education, is required for students to be successful in their lives. As such, MPASD has established graduation requirements that not only address the core content areas of Math, Science, English and Social Studies, but also require the completion of credits in Technology, Physical Education and Health, Foreign Languages, and the Humanities. While recognizing that students can gain a benefit from early college experiences, the MPASD will allow students to modify their school day to pursue enrollment and attendance in college courses. These courses can be traditional and/or online in their format. While providing an enrichment opportunity for the students, the students must meet the graduation requirements of MPASD through MPASD provided courses. Dual enrollment courses are not intended to be remedial courses.

1. The student must be a Junior or Senior.
2. Graduation requirements must be met by courses taught at MPAHS.
3. Student must be a student in good academic standing with a minimum cumulative QPA of 3.0. Student must be proficient in math and reading as verified by their latest local assessment results, or by the Keystone Exams in Algebra, Biology, and Literature, and any other District, state, or federally mandated exams, results. Student must meet the entrance requirements and be accepted by the postsecondary school.
4. Student must maintain enough credits at MPAHS to be able to move to the next grade level, and graduate in four (4) years. Students will be required to complete the

minimum number of credits annually through courses taught at MPAHS as required for all students at that grade level.

5. Student will work with the guidance counselor to select courses and to complete requirements of the college or university (placement testing, etc.).
6. Students may attend classes during the school day (if their schedule permits) at local colleges but transportation and associated costs are on their own.
7. Classes and fees are at the expense of the student or student's family.
8. College courses may appear on the high school transcript, if the student requests, as a notation but will not be calculated in the student's QPA.
9. Subject to final approval of the Principal. The Principal's decision is final.

With this being so, the District agrees that the Association has not waived its exclusive right to bargaining unit work by virtue of this provision, and agrees that it will not assert in any forum or circumstance that this Agreement removes any duties traditionally performed by bargaining unit members from the bargaining unit.

- There will be no subcontracting of bargaining unit work. Moreover, dual enrollment will not be used to provide instruction during a legal strike or lockout.
- This Memorandum of Understanding is effective upon signing. It will become an addendum to the Collective Bargaining Agreement once a new CBA is signed and will be effective through the length of the new CBA.
- Any disagreements to the interpretation or intention of this Memorandum of Understanding will be subject to the grievance procedure outlined in the CBA.
- Dual enrollment will not be used as a means to reduce staff.

(Board approved, January 9, 2012).

DISTRICT PROPOSAL:

District proposes to delete the entire section on Dual Enrollment Guidelines

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal.

16. ARTICLE VIII. PROFESSIONAL COMPENSATION, SCHEDULE A

CURRENT CONTRACT LANGUAGE:

VIII. - PROFESSIONAL COMPENSATION

- A. The basic salaries of professional employees covered by this Agreement are set forth in Schedule “A”, which is attached hereto and made part of this Agreement.

SCHEDULE “A” - SALARIES

Attached Schedules for Bachelors, Masters, and Doctorate Levels

1. The schedule is based on the days as listed in Section VIII-A.
2. Doctorate as per Department of Education guidelines will be one thousand dollars (\$1,000) above Master’s scale on the same step.

ASSOCIATION PROPOSAL:

VIII. - PROFESSIONAL COMPENSATION

- A. The basic salaries of professional employees covered by this Agreement are set forth in Schedule “A”, which is attached hereto and made part of this Agreement.

SCHEDULE “A” - SALARIES

Attached Schedules for Bachelors, Masters, and Doctorate Levels

A seven (7) year term of agreement, with an average increase of 3.63% per year, in total salary expenditure, inclusive of step (incremental) movement each year.

1. The schedule is based on the days as listed in Section VIII-A.
2. Doctorate as per Department of Education guidelines will be one thousand dollars (\$1,000) above Master’s scale on the same step.

DISTRICT PROPOSAL:

VIII. - PROFESSIONAL COMPENSATION

- A. The basic salaries of professional employees covered by this Agreement are set forth in Schedule “A”, which is attached hereto and made part of this Agreement.

SCHEDULE “A” – SALARIES

Attached Schedules for Bachelors, Masters, and Doctorate Levels

A three (3) year, two-hundred-fifty-five (255) day, term of agreement, with an average increase of 0.68% per year, in total new salary expenditure, and an average of -2.49% increases due to step (incremental) movement each year.

1. The schedule is based on the days as listed in Section VIII-A.
2. Doctorate as per Department of Education guidelines will be one thousand dollars (\$1,000) above Master’s scale on the same step.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends a seven (7) year term of Agreement, with an average increase of 3.30% per year, in total salary expenditure, inclusive of step (incremental) movement each year. Salary schedules implementing this recommendation are attached hereto.

17. CONTINUED PROFESSIONAL DEVELOPMENT

CURRENT CONTRACT LANGUAGE:

SCHEDULE “A” CONTINUED PROFESSIONAL DEVELOPMENT

3. Continued Professional Development
 - a. Effective September 1, 2001, tuition reimbursement is offered to professional employees for course begun after September 1, 2001, and completed during the life of the contract. The rate of reimbursement is one hundred percent (100%) of the actual tuition up to a maximum of two hundred eighty dollars (\$280) per credit for credits earned subsequent to permanent certification. An employee may receive reimbursement for up to a maximum of twelve (12) credits per school year and up to a maximum of thirty-six (36) cumulative credits.
 - b. The employee is responsible for completing the following obligations:
 1. Obtaining the Superintendent’s written approval prior to enrolling in the course. Superintendent’s decision is final.
 2. Providing the Business Office with an official grade report from an accredited college or university, which indicates an “A”, or “B” grade or the equivalent

thereof. ("P" passing grades are not accepted). In-service credits received through the Westmoreland Intermediate Unit may be reimbursable.

3. Providing the Business Office with the canceled check or other proof of tuition payment. The Board agrees to reimburse the professional employee within thirty (30) days of receipt of the requested information if it satisfies all requirements.
- c. For each block of six (6) credits successfully completed following attainment of the Master's Degree or Master's Equivalent, an increment of two hundred dollars (\$200) will be given which will become a permanent part of the Professional Employee's salary, in addition to his/her base salary. Classes have to be taken in a program working toward a doctorate. (Cap of thirty-six (36) hours.)

ASSOCIATION PROPOSAL:

SCHEDULE "A" CONTINUED PROFESSIONAL DEVELOPMENT

3. Continued Professional Development
 - a. Effective September 1, 2001, tuition reimbursement is offered to professional employees for course begun after September 1, 2001, and completed during the life of the contract. The rate of reimbursement is one hundred percent (100%) of the actual tuition up to a maximum of five hundred dollars (\$500) per credit for credits earned subsequent to permanent certification. An employee may receive reimbursement for up to a maximum of twelve (12) credits per school year and up to a maximum of thirty-six (36) cumulative credits.
 - b. The employee is responsible for completing the following obligations:
 1. Obtaining the Superintendent's written approval prior to enrolling in the course. Superintendent's decision is final.
 2. Providing the Business Office with an official grade report from an accredited college or university, which indicates an "A", or "B" grade or the equivalent thereof. ("P" passing grades are not accepted). In-service credits received through the Westmoreland Intermediate Unit may be reimbursable.
 3. Providing the Business Office with the canceled check or other proof of tuition payment. The Board agrees to reimburse the professional employee within thirty (30) days of receipt of the requested information if it satisfies all requirements.
 - c. For each block of six (6) credits successfully completed following attainment of the Master's Degree or Master's Equivalent, an increment of four hundred dollars (\$400) will be given which will become a permanent part of the Professional Employee's salary, in addition to his/her base salary. Classes have to be taken in a program working toward a doctorate. (Cap of thirty-six (36) hours.)

DISTRICT PROPOSAL:

The District proposes totally eliminating this entire Section.

SCHEDULE “A” CONTINUED PROFESSIONAL DEVELOPMENT

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends that Section 3, Paragraph a. be amended from “two hundred eighty dollars (\$280)” to “three hundred and ninety (\$390)” and that Paragraph c. be amended from “two hundred dollars (\$200)” to “three hundred dollars (\$300).”

**18. ARTICLE VIII. PROFESSIONAL COMPENSATION, SCHEDULE B.
SUPPLEMENTAL CONTRACTS**

CURRENT CONTRACT LANGUAGE:

VIII. PROFESSIONAL COMPENSATION

- B. All extracurricular activities shall be voluntary. Any individual volunteering for extracurricular activities shall be compensated in accordance with Schedule “B”. This section applies only to those extracurricular activities set forth in Schedule “B”, as amended from time-to-time.

SCHEDULE “B”

**SCHEDULE “B” SUPPLEMENTAL CONTRACTS
(Attached)**

ASSOCIATION PROPOSAL:

VIII. PROFESSIONAL COMPENSATION

- B. All extracurricular activities shall be voluntary. Any individual volunteering for extracurricular activities shall be compensated in accordance with Schedule “B”. This section applies only to those extracurricular activities set forth in Schedule “B”, as amended from time-to-time.

SCHEDULE “B”

**SCHEDULE “B” SUPPLEMENTAL CONTRACTS
(Attached)**

DISTRICT PROPOSAL:

Eliminate Schedule “B” in its entirety.

Please note that Schedule B has been completely removed from this Agreement. Accordingly, the District may fill supplemental positions with non-bargaining unit employees or individuals-

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association Proposal as set forth in Schedule “B” attached hereto.

**19. SCHEDULE “C”. INSURANCE AND OTHER BENEFITS, SECTION A.
REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT**

CURRENT CONTRACT LANGUAGE:

SCHEDULE “C” INSURANCE AND OTHER BENEFITS

A. REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT

Any professional employee of the District who dies, or retires, in accordance with the retirement policies of the Public School Code, Section 1122, and the policies of the Mount Pleasant Area School District, shall be paid an amount equal to sixty dollars (\$60) per day for each day of sick leave unused by such professional employee earned while a professional employee of the Mount Pleasant Area School District. The School District shall make a non-elective employee contribution through the Mount Pleasant Area School District 403(b) plan. The employee must establish a 403(b) account with a vendor approved under the District’s 403(b) plan.

ASSOCIATION PROPOSAL:

SCHEDULE “C” INSURANCE AND OTHER BENEFITS

A. REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT

Any professional employee of the District who dies, or retires, in accordance with the retirement policies of the Public School Code, Section 1122, and the policies of the Mount Pleasant Area School District, shall be paid an amount equal to ~~eighty-five dollars (\$85)~~ per day for each day of sick leave unused by such professional employee earned while a professional employee of the Mount Pleasant Area School District. The School District shall make a non-elective employee contribution through the Mount Pleasant Area School District 403(b) plan. The employee must establish a 403(b) account with a vendor approved under the District’s 403(b) plan.

DISTRICT PROPOSAL:

SCHEDULE “C” INSURANCE AND OTHER BENEFITS

A. REIMBURSEMENT UNUSED SICK LEAVE

Any professional employee of the District who dies while in service, or retires— from the District, will be paid sixty dollars (\$60) per day for each unused sick day. The District will make a non-elective employer contribution through the Mount Pleasant Area School District 403(b) plan. The employee/beneficiary will establish a 403(b) account with a vendor approved under the District’s 403(b) plan.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends no changes to the current language.

20. SCHEDULE “C” - INSURANCE AND OTHER BENEFITS, G. HIGHMARK BLUE CROSS/BLUE SHIELD PREFERRED PROVIDER ORGANIZATION HIGH OPTION PLAN A [ARTICLE XI. - INSURANCE AND OTHER BENEFITS, SCHEDULE “C”]

CURRENT CONTRACT LANGUAGE:

SCHEDULE “C”- INSURANCE AND OTHER BENEFITS

G. HIGHMARK BLUE CROSS/BLUE SHIELD PREFERRED PROVIDER ORGANIZATION HIGH OPTION PLAN A

The Mount Pleasant Area School District will purchase coverage in the Highmark Blue Cross/Blue Shield Preferred Provider Organization High Option Plan A, for the employee and eligible dependents. The employee is responsible to initiate coverage through the Business Office and to modify the coverage when necessary. The District shall offer employees the following plan: Highmark Blue Cross/Blue Shield Preferred Provider Organization High Option Plan A.

Throughout the life of this agreement, the District shall pay the full monthly premium for the Highmark Blue Cross/Blue Shield Preferred Provider Organization High Option Plan A coverage, provided employees who select this plan for single or family coverage pay forty-five dollars (\$45), pre-tax, per month for the 2014-2015 school year. Beginning in the 2015-2016 school year, employee’s contribution will increase from forty-five dollars (\$45) to fifty-dollars (\$50) pre-tax, per month. Beginning in the 2016-2017 school year, employee’s contribution will increase from fifty dollars (\$50) to fifty-five dollars (\$55) pre-tax, per month. Beginning in the 2017-2018 school year, employee’s contribution will increase from fifty-five dollars (\$55) to sixty dollars (\$60) pre-tax, per month.

2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
\$45	\$45	\$50	\$55	\$60

ASSOCIATION PROPOSAL:

SCHEDULE “C”- INSURANCE AND OTHER BENEFITS

G. HIGHMARK BLUE CROSS/BLUE SHIELD PREFERRED PROVIDER ORGANIZATION HIGH OPTION PLAN A

The Mount Pleasant Area School District will purchase coverage in the Highmark Blue Cross/Blue Shield Preferred Provider Organization High Option Plan A, for the employee and eligible dependents. The employee is responsible to initiate coverage through the Business Office and to modify the coverage when necessary. The District shall offer employees the following plan: Highmark Blue Cross/Blue Shield Preferred Provider Organization High Option Plan A.

Throughout the life of this agreement, the District shall pay the full monthly premium for the Highmark Blue Cross/Blue Shield Preferred Provider Organization High Option Plan A coverage, provided employees who select this plan for single or family coverage pay sixty dollars (\$60) pre-tax, per month, and in each subsequent year of the contract, increase by an additional five (\$5) per month as shown in the table below.

2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
\$60	\$65	\$70	\$75	\$80	\$85	\$90

DISTRICT PROPOSAL:

SCHEDULE “C” - INSURANCE AND OTHER BENEFITS

~~MEDICAL INSURANCE~~

Mount Pleasant Area School District believes that all employers should be equally responsible for paying the medical plan costs of their own employees.

By continuing to provide primary healthcare coverage for working spouses, Mount Pleasant Area School District is subsidizing other employers’ healthcare costs. The District will no longer provide health insurance coverage to a working spouse that has access to health insurance coverage through their own employer.

The District will provide Highmark Blue Cross/Blue Shield Preferred Provider Organization (PPO) Plan H. Terms and conditions of the PPO H plan are determined exclusively through the

Westmoreland County Public School Healthcare Consortium. Coverage will be provided to individuals and eligible dependents. Spouses that have access to health insurance coverage through their own employer will not be considered an eligible dependent.

Highmark Blue Cross/Blue Shield Preferred Provider Organization Qualified High Deductible Healthcare Plan (QHDHP) Plan “H”.

Throughout the life of this agreement, the District shall pay the full monthly premium for the Highmark Blue Cross/Blue Shield Preferred Provider Organization High Option Plan H coverage, provided employees who select this plan for single or family coverage pay

Twenty percent (20%) of the monthly premium.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association’s Proposal except the premium share cost will increase by an additional ten (\$10) per month as shown in the table below.

2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
\$60	\$70	\$80	\$90	\$100	\$110	\$120

21. SCHEDULE “C” - INSURANCE AND OTHER BENEFITS, L. - ADDITIONAL INSTRUCTIONAL TIME [ARTICLE XI. - INSURANCE AND OTHER BENEFITS, SCHEDULE “C”]

CURRENT CONTRACT LANGUAGE:

SCHEDULE “C” - INSURANCE AND OTHER BENEFITS

L. ADDITIONAL INSTRUCTIONAL TIME

Professional employees providing instructional service in addition to the regular school day or year, beyond the limit of their contract, shall be compensated at the rate of twenty-six dollars (\$26) per hour. Such services would include summer instruction, detention, homebound, music library, and audio-visual aids services outside the regular day contract, as defined in Section VIII-A. Other services initiated from time-to-time may be added with the approval of the School Board.

ASSOCIATION PROPOSAL:

SCHEDULE “C” - INSURANCE AND OTHER BENEFITS

L. ADDITIONAL INSTRUCTIONAL TIME

Professional employees providing instructional service in addition to the regular school day or year, beyond the limit of their contract, shall be compensated at the rate of forty-five (\$45) per hour. Such services would include summer instruction, detention, homebound, music library, and audio-visual aids services outside the regular day contract, as defined in Section VIII-A. Other services initiated from time-to-time may be added with the approval of the School Board.

DISTRICT PROPOSAL:

SCHEDULE “C” - INSURANCE AND OTHER BENEFITS

ADDITIONAL INSTRUCTIONAL TIME

Professional employees providing instructional service including summer instruction, detention, homebound instruction, music, library, and audio-visual aid services , will be compensated at the rate of twenty-six dollars (\$26) per hour.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends no changes to the existing language.

22. SCHEDULE “C” - INSURANCE AND OTHER BENEFITS, M. - EXTRACURRICULAR ACTIVITIES [ARTICLE XI, INSURANCE AND OTHER BENEFITS, SCHEDULE “C”]

CURRENT CONTRACT LANGUAGE:

SCHEDULE “C” - INSURANCE AND OTHER BENEFITS

M. EXTRACURRICULAR ACTIVITIES

1. Compensation will be paid by the Board at a rate of thirty dollars (\$30) for each weekday and thirty-five dollars (\$35) for each Saturday and each Sunday for the life of the contract. Any day-long school-sponsored event on a non-school day, pre-approved in writing by the Superintendent shall be paid in the amount of eighty-nine dollars (\$89) for the activity. Decision of the Superintendent is final.
2. Extracurricular activities shall include those activities not covered elsewhere in the collective bargaining agreement which relates to Elementary Quiz Team finals, Elementary Spelling Bee competition, School-held dances, MPAHS Prom. The Board may add or delete activities during the term of this agreement. In the event the Board chooses to add an activity to this list, representatives of the Board and the Association shall meet and discuss the addition of said activity.
3. The Board and the Association agree that supplemental contract activities are worthwhile. Participants in supplemental contract activities shall be voluntary, but encouraged by the Board and the Association. Supplemental contract activities shall be defined as meaning activities beyond the normal teacher duties. Notice of new supplemental contract positions or supplemental contract positions that may in the future become open shall be posted in the same manner as is done whenever a bargaining unit teaching vacancy occurs. The Board shall consider all applications for such positions from its own teaching staff as well as those from applicants outside its own teaching staff, but the final selection of employees to fill each position shall be within the sole discretion of the Board.

ASSOCIATION PROPOSAL:

SCHEDULE “C” - INSURANCE AND OTHER BENEFITS

M . EXTRACURRICULAR ACTIVITIES

1. Compensation will be paid by the Board at a rate of thirty-five dollars (\$35) for each weekday and forty dollars (\$40) for each Saturday and each Sunday for the life of the contract. Any day-long school-sponsored event on a non-school day, pre-approved in writing by the Superintendent shall be paid in the amount of one hundred ten dollars (\$110) for the activity. Decision of the Superintendent is final.
2. Extracurricular activities shall include those activities not covered elsewhere in the collective bargaining agreement which relates to Elementary Quiz Team finals, Elementary Spelling Bee competition, School-held dances, MPAHS Prom. The Board may add or delete activities during the term of this agreement. In the event the Board chooses to add an activity to this

list, representatives of the Board and the Association shall meet and discuss the addition of said activity.

3. The Board and the Association agree that supplemental contract activities are worthwhile. Participants in supplemental contract activities shall be voluntary, but encouraged by the Board and the Association. Supplemental contract activities shall be defined as meaning activities beyond the normal teacher duties. Notice of new supplemental contract positions or supplemental contract positions that may in the future become open shall be posted in the same manner as is done whenever a bargaining unit teaching vacancy occurs. The Board shall consider all applications for such positions from its own teaching staff as well as those from applicants outside its own teaching staff, with bargaining unit members being given preference over outside applicants for athletic, non-athletic, and co-curricular activities, but the final selection of which internal employees to fill each position shall ~~be~~ at the discretion of the Board.

DISTRICT PROPOSAL:

SCHEDULE “C”, INSURANCE AND OTHER BENEFITS

EXTRACURRICULAR ACTIVITIES

Compensation will be paid by the Board at a rate of thirty dollars (\$30) for each weekday and thirty-five dollars (\$35) for each Saturday and each Sunday for the life of the contract. Any day-long school-sponsored event on a non-school day, pre-approved in writing by the Superintendent will be paid in the amount of eighty-nine dollars (\$89) for the activity. Decision of the Superintendent is final.

Extracurricular activities shall include those activities not covered elsewhere in the collective bargaining agreement which relates to Elementary Quiz Team finals, Elementary Spelling Bee competition, School-held dances, MPAHS Prom. The Board may add or delete activities during the term of this agreement. In the event the Board chooses to add an activity to this list, representatives of the Board and the Association will meet and discuss the addition of said activity.

This item was moved to SCHEDULE “B” with the following changes:
Schedule B supplemental contract ~~responsibilities will be~~ voluntary

The District retains the right to add or delete sports/activities without limitation.

The District and the Association will confer to determine the appropriate compensation when an activity is added.

Existing and anticipated supplemental contract positions vacancies will be posted in each school building at least two (2) weeks prior to the filling of said vacancy. Final selection of new appointment remains sole discretion of the Board.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends no changes to the existing language.

23. SCHEDULE “C” - INSURANCE AND OTHER BENEFITS, W. - ADDITIONAL IN-SERVICE DAY [ARTICLE XI. - INSURANCE AND OTHER BENEFITS, SCHEDULE “C”]

CURRENT CONTRACT LANGUAGE:

SCHEDULE “C” INSURANCE AND OTHER BENEFITS

W. ADDITIONAL IN-SERVICE DAY

If the Board determines that it is desirable, the Board may, at its discretion, schedule an additional in-service day for teachers who shall be compensated at the rate of one hundred dollars (\$100) for such additional in-service day.

ASSOCIATION PROPOSAL:

SCHEDULE “C” INSURANCE AND OTHER BENEFITS

W. NEW TEACHER ORIENTATION IN-SERVICE DAY

If the Board determines that it is desirable, the Board may, at its discretion, schedule an additional in-service day for new teacher orientation, teachers who shall be required to attend shall be compensated at the rate of one hundred ten dollars (\$110) for such an additional in-service day.

DISTRICT PROPOSAL:

SCHEDULE “C” INSURANCE AND OTHER BENEFITS

W. ADDITIONAL IN-SERVICE DAY

-The Board will, at its discretion, schedule an additional in-service day for teachers who will be compensated at the rate of one hundred dollars (\$100) for such additional in-service day.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends no changes to the existing language.

24. SCHEDULE “C” - INSURANCE AND OTHER BENEFITS, Z. - SICK DAY DONATION [ARTICLE XI - INSURANCE AND OTHER BENEFITS, SCHEDULE “C”]

CURRENT CONTRACT LANGUAGE:

SCHEDULE “C” INSURANCE AND OTHER BENEFITS

Z SICK DAY DONATION

1. The Association shall be solely responsible for administering and coordinating the following Sick Day Donation Procedures:
 - a. No member receiving Worker’s Compensation benefits will be eligible to apply for a Sick Day Donation.
 - b. All applications for such donation will be sent to the Association President accompanied by a required physician’s statement as to the nature of the illness and the need to be off work.
 - c. When the need occurs, the Association shall send a notice via school e-mail to each member with a copy to the Business Office. The notice shall be within five (5) work days of the application.
 - d. Each member will have the option of donating one (1) sick day to be used by the applicant. The donating member will respond within five (5) work days.
 - e. The Association President will notify the Business Office in writing of the names of the donating members. The Association President or Designee and the MPAEA Sick Day Donation Committee will meet to randomly draw the order in which the sick days will be used.
 - f. If the applicant is able to return to work before using all the donated sick days, the unused days will be returned to the appropriate member(s) and the Association shall notify the Business Office of same.
 - g. There will be no limit on the number of times a member may request a Sick Day Donation. However, it is possible that requests could go unanswered if no member donates days.
 - h. There will be no limit to the number of times an employee may donate sick days. However, a donation will be for one (1) sick day per request.
2. The Association agrees to indemnify and hold harmless the District from any and all actions arising out of or resulting from these Sick Day Donation procedures.

ASSOCIATION PROPOSAL:

SCHEDULE “C” INSURANCE AND OTHER BENEFITS

Z. SICK DAY DONATION

1. The Association shall be solely responsible for administering and coordinating the following Sick Day Donation Procedures:
 - a. No member receiving Worker's Compensation benefits will be eligible to apply for a Sick Day Donation.
 - b. All applications for such donation will be sent to the Association President accompanied by a required physician's statement as to the nature of the illness and the need to be off work. Such applications shall be considered for conditions suffered by the employee or members of the employee's immediate family. Immediate family is defined as the employee's spouse, child, parent, or an individual with whom he or she makes a home.
 - c. When the need occurs, the Association shall send a notice via school e-mail to each member with a copy to the Business Office. The notice shall be within five (5) work days of the application.
 - d. Each member will have the option of donating up to ten (10) sick days to be used by the applicant. The donating member will respond within five (5) work days.
 - e. The Association President will notify the Business Office in writing of the names of the donating members. The Association President or Designee and the MPAEA Sick Day Donation Committee will meet to randomly draw the order in which the sick days will be used.
 - f. If the applicant is able to return to work before using all the donated sick days, the unused days will be returned to the appropriate member(s) and the Association shall notify the Business Office of same.
 - g. There will be no limit on the number of times a member may request a Sick Day Donation. However, it is possible that requests could go unanswered if no member donates days.
 - h. There will be no limit to the number of times an employee may donate sick days. However, a donation will be for up to ten (10) sick days per request.
2. The Association agrees to indemnify and hold harmless the District from any and all actions arising out of or resulting from these Sick Day Donation procedures.

DISTRICT PROPOSAL: (The District proposes eliminating schedule "C" in its entirety.)

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal.

25. AGREEMENT LANGUAGE - PAGE 1 OF THE AGREEMENT

District Issue #1

CURRENT CONTRACT LANGUAGE:

AGREEMENT

This Agreement entered into by and between the Board of Education of the Mount Pleasant Area School District, Pennsylvania, (hereinafter called the “Board”), and the Mount Pleasant Area Education Association (hereinafter called the “Association” or “MPAEA”).

Wherever the generic pronoun “he” is used, it is meant to designate either or both sex and is not meant to be a masculine designation.

ASSOCIATION PROPOSAL:

The Association does not oppose the change to Agreement Clause as provided for in the District’s proposal.

DISTRICT PROPOSAL:

AGREEMENT

This Agreement entered into by and between the Board of Education of the Mount Pleasant Area School District, Pennsylvania, (hereinafter called the “Board/District”), and the Mount Pleasant Area Education Association (hereinafter called the “Association” or “MPAEA”).

Wherever the generic pronoun “he” is used, it is meant to designate either or both sex and is not meant to be a masculine designation.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the District’s Proposal (The Association does not oppose the change).

26. ARTICLE III. – GRIEVANCE PROCEDURE

District Issue #3

III. GRIEVANCE PROCEDURES

- A. In the event a dispute arises between a member of the bargaining unit and the Board concerning a violation, misinterpretation or misapplication of any provision of this

Agreement or any rule, order or regulation of the Board, the parties agree that the following grievance procedure shall be used to resolve the dispute:

1. Step 1. The grievance shall first be discussed by the grievant with his principal or immediate supervisor within ten (10) days of the occurrence of the event giving rise to the dispute, or within ten (10) days of the grievant becoming aware of the dispute. The purpose of this meeting is to resolve the grievance in an informal manner.
2. Step 2. If the grievant is not satisfied with the disposition of the grievance in Step 1, he shall, within ten (10) days, reduce the grievance to writing on a form agreed upon by the Association and the Board, stating the basis for the grievance, and if it involves an alleged breach or misinterpretation of the Agreement, shall cite the applicable provisions of this Agreement involved. The written grievance shall be filed with the Superintendent.
3. Step 3. Within ten (10) days of receipt of the grievance, the Superintendent will meet with the grievant to attempt to resolve the dispute. Within ten (10) days after said meeting, the Superintendent or Board representative shall give his written answer to the grievant.

B. GROUP GRIEVANCE

The Association shall have the right to file a group grievance in the Second Step of the Grievance Procedure if it believes it has a dispute which involves more than one (1) teacher or raises an issue which has general applicability to the bargaining unit as a whole. When a group grievance affects one (1) building, both the building principal and the Superintendent shall be given a copy of the written grievance. The grievance form shall include a signature and date line for the principal, only as an indication that the grievance is being filed.

C. REPRESENTATION

A teacher shall have the right to have a representative of the Association present with him at all steps of the Grievance Procedure. The time limits for processing a grievance shall be observed except they may be extended by written mutual agreement of the parties hereto.

D. BOARD'S RIGHTS

The Board or its authorized representative shall have the right to file a grievance against the Association in any dispute arising out of the interpretation of this Agreement beginning at the Second Step of the Grievance Procedure.

E. ARBITRATION

1. If a grievance involves a dispute concerning the interpretation of the terms of this Agreement, the Association or the Board may appeal the grievance to binding arbitration if the grievance is not resolved in Step 3 of the Grievance Procedure. The intent, to submit the dispute to arbitration must be given in writing within forty-five (45) days after the conclusion of Step 3 of the Grievance Procedure. If the parties cannot agree upon the selection of an arbitrator, they shall apply to the Pennsylvania

Bureau of Mediation for a list of seven (7) competent arbitrators. Each party shall alternately strike a name until one (1) name remains and the Board shall strike the first name.

2. The arbitrator shall only have authority to interpret the terms of this Agreement and shall have no power to add to, subtract from, modify or in any manner alter the terms of this Agreement. The costs of arbitration shall be shared equally by the parties.

F. TEACHER'S RIGHTS

1. There shall be no reprisals at any level by supervisory or administrative personnel taken against any party by reason of participation in this grievance procedure.
2. Documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
3. The grievance form that is to be utilized by the parties is attached hereto and made a part hereof and marked Exhibit "A".
4. Days as herein defined shall mean regularly scheduled workdays and shall exclude Saturdays, Sundays, holidays, and vacations during the instructional year.
5. In the event 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, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the beginning of the next school term.

ASSOCIATION PROPOSAL:

Status Quo

DISTRICT PROPOSAL:

III. GRIEVANCE PROCEDURES

PURPOSE

It is the policy of the District and the Association that all grievances be resolved informally. Both parties agree that the grievance procedure will be available without discrimination. Informal settlements at any stage is encouraged and will bind the parties to the settlement and will not be a precedent in a later grievance proceeding.

DEFINITIONS

A grievance is hereby defined as a complaint submitted by an aggrieved party under the following protocol:

The meaning, the interpretation, or the implementation of any provision in the Agreement that is wrongfully applied. Alleging that the District or its agents acted in an arbitrary or capricious manner, contrary to the provisions of this agreement.

INFORMAL RESOLUTION

Before submission of a formal grievance, the aggrieved party will attempt to resolve the issue informally.

A professional employee and/or an association representative or preferably both, may request a resolution meeting with the Building Principal or the administrative staff member most closely related to the problem.

The administrator meeting with the grievant and the association representative may request a second administrator be present.

The administrator may refuse to meet with the association representative without the professional employee being present. ²

In the event that the grievance is not resolved informally, a written formal grievance may then be initiated.

FORMAL RESOLUTION If the grievant is not satisfied with the results of the informal resolution process, he will, within five (5) days, submit the grievance in writing on a form agreed upon by the Board and the Association, The written grievance will cite the specific provisions of the agreement that is of issue.

Again, the written grievance will be filed with the District Grievance Committee³ within five (5) days.

The District Grievance Committee will provide a written response to the grievant within ten (10) days of closure.

The Association within ten (10) days of receiving the District Grievance Committee's decision will respond with a statement of acceptance or rejection.

-GRIEVANT'S RIGHTS

1. There will be no reprisals at any against any person(s) by reason of participation in the grievance procedure.
2. Documents, communications, and records associated with the grievance process will be filed separately from the grievant's personnel file.
3. The grievance form attached to this agreement Exhibit "A" will be utilized.

RIGHT TO REPRESENTATION

Whenever a professional employee is required to appear before the Superintendent or the School Board pertaining to incidents involving employee discipline, suspension or termination; the employee will be entitled to have Association representation present. ⁵

ARBITRATION

When a grievance is not resolved, the Association or the Board/District may appeal the grievance to binding arbitration.

The intent, to submit the dispute to arbitration will be given in writing within ten (10) days after the conclusion of District Grievance Committee Hearing.⁶

When the parties cannot agree upon the selection of an arbitrator, they shall apply to the Pennsylvania Bureau of Mediation for a list of seven (7) competent arbitrators. Each party shall alternately strike a name until one (1) name remains . The Board shall strike the first name.

The arbitrator will only have authority to interpret the terms of this agreement and shall have no authority to add , to subtract from, nor modify it in any manner. The cost of arbitration will be reimbursed by the unsuccessful party.⁷

Moved above

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal.

27. ARTICLE IV. RIGHTS OF PROFESSIONAL EMPLOYEES RECALL

District Issue # 4

CURRENT CONTRACT LANGUAGE:

ARTICLE IV. RIGHTS OF PROFESSIONAL EMPLOYEES

C. RECALL

1. Professional employees on furlough from the School District are required to keep the School District informed of their home address yearly between August 15 and September 1 of each year by registered mail. Failure to do so will negate their right to return to work benefit.

2. Those on furlough from the School District have a maximum return time of seven (7) school years after being placed on furlough. Official minutes of the School District set the commencement of the furlough.

ASSOCIATION PROPOSAL:

Status Quo

DISTRICT PROPOSAL:

ARTICLE IV. RIGHTS OF PROFESSIONAL EMPLOYEES

RECALL

Professional employees on furlough status keep the School District informed of their home address yearly between August 15 and August 31 of each year by registered mail. Failure to do so will negate their right to return to work benefit.

Those on furlough from the School District have a maximum return time ~~of one (1) school year~~ after being placed on furlough. Official minutes of the School District set the commencement of the furlough.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends that there be no language changes with respect to this issue.

28. SENIORITY

District Issue # 5

CURRENT CONTRACT LANGUAGE:

IV. RIGHTS OF PROFESSIONAL EMPLOYEES

E. SENIORITY

1. Definitions:

a. Service

The word “service shall be synonymous with the word “seniority”. Determination of seniority shall be consistent with the provisions of Act 97 of 1979.

b. Termination

Date is the date when any of the following occurs: The employee is dismissed under Section 1122 of the Public School Code, or the employee resigns or becomes deceased, or the employee fails to return to work within thirty (30) days of receipt of notice to return from furlough or when on a paid or unpaid leave pursuant to Article XIV of the Agreement herein.

2. Professional Employee Seniority

Seniority for use in this Agreement and under the applicable provisions of the Public School Code shall be determined by the number of years of service of each professional employee in the unit with respect to every other professional employee. In the event a professional employee’s years of service is equal to another’s, seniority shall be determined by each professional employee’s original date of hire in the Mount Pleasant Area School District as a temporary professional employee or professional employee, whichever occurred first as recorded in the Board’s minutes of the Mount Pleasant Area School Board. A professional employee who was hired first as set forth in the preceding sentence shall have seniority over any other professional employee hired subsequently with the same years of service.

ASSOCIATION PROPOSAL:

IV. RIGHTS OF PROFESSIONAL EMPLOYEES

E. SENIORITY

1. Definitions:

a. Service

The word “service shall be synonymous with the word “seniority”. Determination of seniority shall be consistent with the provisions of Act 97 of 1979.

b. Termination

Date is the date when any of the following occurs: The employee is dismissed under Section 1122 of the Public School Code, or the employee resigns or becomes deceased, or the employee fails to return to work within thirty (30) days of receipt of notice to return from furlough or when on a paid or unpaid leave pursuant to Article XIV of the Agreement herein.

2. Professional Employee Seniority

Seniority for use in this Agreement and under the applicable provisions of the Public School Code shall be determined by the number of years of service of each professional employee in the unit with respect to every other professional employee. Employees hired/start on the same date will select numbers via lottery to determine their seniority. [for new employees only, after the effective date of a successor agreement]

DISTRICT PROPOSAL:

IV. RIGHTS OF PROFESSIONAL EMPLOYEES

SENIORITY

Service

The word “service shall be synonymous with the word “seniority”.

Termination

Date is the day when any of the following occurs:

The employee is dismissed

-The employee resigns

The employee is deceased

The employee fails to respond to a recall

The employee fails to return from paid or unpaid leave status

Employees hired/start on the same date will select numbers via lottery to determine their seniority.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association’s Proposal.

**29. ARTICLE IV. RIGHTS OF PROFESSIONAL EMPLOYEES, SECTION G,
STUDENT EVALUATION**

District Issue # 6

CURRENT CONTRACT LANGUAGE:

IV. RIGHTS OF PROFESSIONAL EMPLOYEES

G. STUDENT EVALUATION

The Employer recognizes the right and responsibility of the employee to determine student evaluations. Accordingly, no student evaluation shall be changed without prior consultation with the employee. If the Administration and/or its agents change a grade, there will be immediate written notification given to the teacher(s) of this change.

ASSOCIATION PROPOSAL:

IV. RIGHTS OF PROFESSIONAL EMPLOYEES

G. STUDENT EVALUATION

The Employer recognizes the right and responsibility of the employee to determine student evaluations. Accordingly, no student evaluation shall be changed without prior consultation with the employee. If the Administration and/or its agents change a grade, there will be immediate written notification given to the teacher(s) of this change. The final decision will rest with the building principal. The building principal's identification (name) will replace the teacher's identification (name) on the record when a building principal changes a teacher's grade, and the building principal will send the appropriate notification of a change of teacher of record and the statement of his or her highly qualified status to the parent/guardian of the affected student, the teacher who was previously the teacher of record, and a copy to the association president.

DISTRICT PROPOSAL:

IV. RIGHTS OF PROFESSIONAL EMPLOYEES

G. STUDENT EVALUATION

The Employer recognizes the right and responsibility of the employee to determine student evaluations. Teachers have the responsibility to determine grades. No -grade-will be changed without consulting the employee where possible.

The final decision will rest with the Building Principal. The Building Principal's identification (name) will replace the teacher's identification (name) on the record when a Building Principal changes a teacher's grade.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal.

**30. ARTICLE IV. RIGHTS OF PROFESSIONAL EMPLOYEES, SECTION I,
DISPENSING OF MEDICATION**

District Issue # 7

CURRENT CONTRACT LANGUAGE:

IV. RIGHTS OF PROFESSIONAL EMPLOYEES,

I. DISPENSING OF MEDICATION

1. The District agrees that the policy in place governing the dispensing of medication will be followed.

2. In addition, the District, in consideration of the dispensation of prescription drugs by employees of said District, hereby covenants and agrees to hold harmless and indemnify all such employees against any and all claims, damages, expenses, attorneys' fees, suits, cause or causes of action in law or equity or any place howsoever which may be brought against any such employees because of any act or omission committed by such employees in connection with said dispensation including but not limited to negligent acts and/or omissions. The District agrees to hold harmless all teachers regarding the administration and maintenance of medication whether working on or off school property.

ASSOCIATION PROPOSAL:

IV. RIGHTS OF PROFESSIONAL EMPLOYEES,

I. DISPENSING OF MEDICATION

1. The District agrees that the policy in place governing the dispensing of medication will be followed. The policy shall be provided to all employees at the start of every year.

2. In addition, the District, in consideration of the dispensation of prescription drugs by employees of said District, hereby covenants and agrees to hold harmless and indemnify all such employees against any and all claims, damages, expenses, attorneys' fees, suits, cause or causes of action in law or equity or any place howsoever which may be brought against any such employees because of any act or omission committed by such employees in connection with said dispensation including but not limited to negligent acts and/or omissions. The District agrees to hold harmless all teachers regarding the administration and maintenance of medication whether working on or off school property.

A written statement signed and dated by the student's physician and parent or guardian verifying the necessity and the student's ability to self-administer the specific medication appropriately should be on file in the school nurses' health office.

DISTRICT PROPOSAL:

**IV. RIGHTS OF PROFESSIONAL EMPLOYEES,
DISPENSING OF MEDICATION**

The District agrees that the policy in place governing the dispensing of medication will be followed.

The District, in consideration of the dispensation of prescription drugs by employees of said District, hereby covenants and agrees to hold harmless and indemnify the Building Principal, certified school nurse, and his designated agent against any and all claims, damages, expenses, attorneys' fees, suits, cause or causes of action in law or equity or any place howsoever which may be brought against any such employees in connection with said dispensation including but not limited to negligent acts and/or omissions whether on or off school -grounds.

A written statement signed and dated by the student's physician and parent or guardian verifying the necessity and the student's ability to self-administer the specific medication appropriately should be on file in the school nurses' health office.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal.

31. ARTICLE VII. WORK DAY

DISTRICT ISSUE # 9

CURRENT CONTRACT LANGUAGE:

- A. The normal workday for the bargaining unit members, except in cases of emergency, shall be seven and one-half (7 ½) consecutive hours. Said time shall include preparation time and a thirty (30) minute duty-free period.
- B. In addition, without additional compensation, professional employees may also be required to attend, professional or committee meetings consistent with past practice, and as required by then applicable law, regulation or by unforeseen contingencies. Bargaining unit members will be notified at least twenty-four (24) hours in advance of such additional duties except in case of unforeseen contingencies. Such meetings shall be immediately after school as is possible under the circumstances.

ASSOCIATION PROPOSAL:

Status Quo

DISTRICT PROPOSAL:

Workday for the bargaining unit members, except in cases of emergency, will be eight (8) consecutive hours.

Members will be at assigned duty station when work day begins, prepared to perform assigned duty.

Professional employees will attend professional and committee meetings as required by then applicable law, regulation, and administration or by unforeseen contingencies.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal.

32. ARTICLE XIII. MISCELLANEOUS PROVISIONS, SECTION H, (NEW) PAST PRACTICE

District Issue # 12

CURRENT CONTRACT LANGUAGE:

NONE

ASSOCIATION PROPOSAL:

Opposed to the District’s proposed new language.

DISTRICT PROPOSAL:

PAST PRACTICE

This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which will prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this agreement. All prior past practices are hereby eliminated unless specifically included within the terms and conditions of this contract.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association’s Proposal.

33. SCHEDULE “C.” INSURANCE AND OTHER BENEFITS, SECTION D, PERSONAL LEAVE

District Issue # 15

CURRENT CONTRACT LANGUAGE:

SCHEDULE “C” INSURANCE AND OTHER BENEFITS

D. PERSONAL LEAVE

1. During the term of the contract, each full-time employee shall be granted three (3) personal leave days with pay.

Each of these days may be taken as a full or half day. One (1) personal day may be utilized on an in-service day. In the event the quota(s) as set forth herein are not reached, personal days shall be allowed. However, at the time the quota(s) are reached, personal days may not be taken. Also, during the first five (5) teaching days of the school year and the last five (5) teaching days of the school year, personal days may not be taken.

Exceptions to the limitations set forth in the quota(s) as well as exceptions to the other restrictions regarding personal leave are as follows:

- a. birth or adoption
- b. operation or serious illness in the immediate family
- c. required court attendance

d. religious observance

e. other reasons will be granted at the discretion of the Superintendent – the Superintendent’s decision will be final and not subject to the Grievance Procedure.

2. The above referred to quotas shall be that a maximum of:

Two (2) employees at Rumbaugh Elementary

Three (3) employees at Norvelt Elementary

Two (2) employees at Donegal Elementary

Three (3) employees at Ramsay Elementary

Nine (9) employees at the Secondary Facility (Grades 7-12) will be permitted personal leave on any given day.

3. During the second five (5) teaching days and the next to last five (5) days the quotas shall be that a maximum of:

One (1) employee at Rumbaugh Elementary

Two (2) employees at Norvelt Elementary

One (1) employee at Donegal Elementary

Two (2) employees at Ramsay Elementary

Five (5) employees at the Secondary Facility (Grades 7-12) will be permitted personal leave on any given days.

The parties agree that if the total number of teachers in a specific school drops significantly, the quotas may be adjusted in the school or schools affected. Such an adjustment will be determined only after the District and the Association have met and agreed on the adjusted quota number.

4. Anyone who teaches at the elementary as well as the secondary facility shall be counted as secondary in the above restriction. Anyone who shares time in the elementary buildings shall be assigned to one (1) of the four (4) buildings (on the first (1st) day of instruction) by the Superintendent or Assistant Superintendent for the purpose of establishing a quota.

5. Professional employees wishing to utilize a personal day (with the exception of the restrictions) must use the electronic “call off” system to request the day. The Administration will respond via e-mail within twenty-four (24) hours of the employee’s request as to the status of the building’s personal day quota (Section D2 and D3).

6. Unused personal days shall be accumulative from year-to-year as sick days.

7. Employees are entitled to one (1) unpaid personal leave day per contract year which shall not be cumulative or carried over from year-to-year. The use of the unpaid day shall be in accordance with the requirements of this Section “C”, paragraphs D1 through D6.

8. No more than two (2) unused personal days shall be carried over at the employee’s discretion from one (1) contract year to another provided that unused personal days shall not exceed a maximum of five (5) days in any contract year. Such notification must be submitted in writing to the District Office on or before June 30.

ASSOCIATION PROPOSAL:

Status Quo

DISTRICT PROPOSAL:

SCHEDULE “C” INSURANCE AND OTHER BENEFITS

PERSONAL BUSINESS LEAVE

Three (3) days will be designated as personal business days.

A personal business day may be used for matters of urgent personal business which require the presence of the employee and which cannot be scheduled outside of regular working hours. A personal day is not a vacation day.

A personal business day will be granted if an employee submits a written request (specifying one of the reasons cited below to their Building Principal at least two (2) days in advance).

- Closing Mortgage
- Taking a Major Loan
- Graduation of a Child
- Court Appearance as Principal or Witness
- Marriage / Divorce
- Marriage of Dependent
- Moving of Household
- Paternity Day with Waiver
- Direct Meeting with IRS
- Medical Appointment
- Religious Observance
- Insurance Settlement
- Adoption of Child
- Settlement of Estate
- Graduate School Registration
- Registration of a Child at School
- Social Security Meeting
- Family Illness
- Military Service

One of the three (3) personal business days may be used for reasons of a confidential nature without stating the reason.

The Building Principal will approve or disapprove any personal business day leave requests.

FACT-FINDER RECOMMENDATION:

Fact-Finder recommends the Association's Proposal.

34. BLENDED LEARNING OPPORTUNITIES

District Issue # 17

CURRENT CONTRACT LANGUAGE:

NONE

ASSOCIATION PROPOSAL:

Prepared a Cyber Memorandum of Understanding that the Association would like the District to consider.

DISTRICT PROPOSAL:

The District proposes full faculty support for blended learning opportunities.

FACT-FINDER RECOMMENDATION:

Fact-Finder does not recommend the District's new language

CONCLUSION

It is the Fact-Finder's considered opinion that the recommendations contained herein are fair and appropriate after due consideration of the totality of the facts and circumstances.

The Parties are directed to review the Fact-Finding report and within ten (10) calendar days from the date of the issuance of this report inform the Pennsylvania Labor Relations Board ("Board") and each other if they accept or reject the report.

This Fact-Finding report shall remain confidential by the parties and the Fact-Finder during the ten-day consideration period and until officially released for publication by the Board in the event of a rejection.

The Fact Finder respectfully submits the Findings and Recommendations as set forth herein.

By: /s/David V. Breen

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