

A G R E E M E N T

BETWEEN

**SOUTH WESTERN SCHOOL DISTRICT
YORK COUNTY, PENNSYLVANIA**

AND

SOUTH WESTERN EDUCATION ASSOCIATION

**AUGUST 16, 2023 – LAST DAY PRIOR TO FIRST
REGULAR WORKING DAY FOR ALL TEACHERS
FOR THE 2028-2029 SCHOOL YEAR AS ADOPTED BY
THE BOARD OF SCHOOL DIRECTORS**

ARTICLES OF AGREEMENT BETWEEN
SOUTH WESTERN SCHOOL DISTRICT
AND
SOUTH WESTERN EDUCATION ASSOCIATION

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ARTICLES OF AGREEMENT BETWEEN
SOUTH WESTERN SCHOOL DISTRICT
AND
SOUTH WESTERN EDUCATION ASSOCIATION

This AGREEMENT, made this 14th Day of June 2023 by and between
South Western School District, and South Western Education Association,

WITNESSETH: The parties hereto for and in consideration of the mutual promises and
covenants contained herein, intending to be legally bound hereby, for themselves, and their
successors, covenant and agree as follows:

I. Recognition

The South Western Education Association, hereinafter called the bargaining agent, is hereby
recognized by the South Western School District, York County, Pennsylvania, hereinafter called
the employer, as the bargaining agent for South Western Education Association, hereinafter called
the bargaining unit and for all full-time and regular part-time professional employees including
but not limited to teachers, guidance counselors, librarians, nurses, department heads, head
teachers, team captains, head coaches and coaches, all of such persons hereinafter referred to as
employees, in accordance with the provisions of the Pennsylvania Labor Relations Board
Certification Number PERA-R-10, 788-C dated the 19th day of June 1978, under the conditions of
Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

Both parties aver that this agreement sets forth the terms and conditions to which each party agrees
to be bound, and that such agreement has been reached voluntarily without undue or unlawful
coercion or force by either party.

II. Term of Agreement

The term of this agreement shall be effective as of August 16, 2023, and shall continue in full force
and effect until the last day prior to the first regular working day for all teachers for the 2028-2029
school year as adopted by the Board of School Directors, or until such later dates as the two parties
may hereinafter agree to be the extended ending dates. Any such extended dates shall be evidenced
by an amendment to this agreement, to which amendment both parties shall signify their approval
by duly authorized officers affixing their signatures thereto.

III. No Strike – No Lock Out Provision

Both parties agree to abide by the provisions of Pennsylvania “Public Employee Relations Act”,
Act 195 and its successor Act 88 of 1992.

As a condition of the various provisions of this agreement to which the parties have agreed, the
bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that
term is defined in Act 195) during the term of this agreement, and the employer pledges that it will
not conduct, or cause to be conducted, a lock out during the term of this agreement.

IV. Wages and Salary Provisions

The parties agree that wages and salaries to be affected by this agreement, are accurately reflected in Appendix A, made part of this agreement, and that the wages and salaries set forth in Appendix A shall remain in force for the period set forth in Section II above.

In the event that the term of this agreement shall be extended as provided in Section II above, and in the event that such mutually agreed upon changes result as a condition of such an extension, then a revised Appendix A shall be executed by the parties and attached to and made part of this agreement.

The salary guides are effective only for the life of this agreement. It is not intended that step of entitlement shall guarantee any additional compensation over and above that which appears in these salary guides unless mandated by law. The salary guides reflect compensation due employees based on years of experience in the South Western School District or the step agreed to when the employee was hired into the district. Salary schedules and steps are not calculated according to the seniority provisions of Act 97 of 1979.

V. Association and Employee Rights and Benefits

The parties agree that the Rights and Benefits to be provided under this agreement are accurately reflected in Appendix B attached to and made part of this agreement.

Any changes in such Rights and Benefits to which the parties may agree conditioned upon a change in the term(s) of this agreement, as provided in Section II, shall be evidenced by a revised Appendix B which shall be executed by the parties and attached hereto and made part of this agreement.

VI. Hours of Work and Minimum Length of Work Year

A. Hours of Work

1. The parties agree that the normal teacher work day shall be 7¾ hours, which shall include a 1/2 hour duty-free lunch period.

Sincere efforts should be made at every level and building to create and preserve teachers' personal planning time, within the working day, in order to achieve the goal of providing the highest quality education to all students. Administrators should work to develop daily and weekly teacher schedules that allow for duty-free, uninterrupted planning time on a daily basis. In the event that organizational structures limit ability to preserve daily planning for some teachers (i.e. Specialists, Special Education, or traveling teachers), administrators and teachers shall discuss and strive to provide a weekly cumulative equivalent of time. Planning time should be respected as an essential component of the teaching profession. Any disputes surrounding this provision shall not be subject to the grievance procedure. Efforts at resolving any problems shall initially be discussed at the building level. If unsuccessful, the parties shall initiate Meet and Discuss as defined in Act 195.

2. The parties agree that the part-time teacher work day shall be a maximum of 3½ hours per day or 637 hours for 182 student days.

B. Minimum Length of Work Year

The parties agree that the teacher work year shall be 191 total contract days.

1. Two (2) of the one hundred ninety-one (191) days shall be used in the following manner:

- a. All bargaining unit members shall work six (6) after-hours assignments per school year.
- b. Evening assignments shall be credited with 1/3 day for each evening so assigned.

*At the discretion of the Superintendent, one half (1/2) day of the five (5) in-service days may be exchanged for an additional two (2) after-hours assignments for all teachers. When a District calendar is created as such, all bargaining units members shall work eight (8) after-hours assignments while only attending four and one half (4½) days for Teacher in-service.

- c. The building principals shall assign the evening activities covering this provision.
 - d. Where legitimate conflicts exist that do not allow a member of the bargaining unit to be present for his/her assigned evening activity/activities, the principals shall have the responsibility to make substitute assignments in lieu of these conflicts. Such substitute assignments shall be for no longer than three (3) hours for each missed activity. Such assignments are solely the prerogative of the building principals.
 - e. Failure to meet this contract provision by the last day of the work year shall result in salary deduction at the rate of one-third of daily pay for each instance.
 - f. Unexcused absence from a scheduled activity shall result in salary deduction at the rate of one-third of daily pay for each instance.
2. All other contract days (189) will be assigned at the discretion of district/building administration with a minimum of 180 of the 189 contract days designated to student days.
3. Part-time teachers work year shall include student days at 3½ hours, and district in-service days (inclusive of Act 80 days). All other duties will be compensated at the approved hourly rate.
4. SWEA will meet with the school board to negotiate procedures to allow the district to solve their short-term cash flow needs, if all of the following criteria is met: (1) the payroll for all employees cannot be satisfied, (2) legislation is signed into law that severely restricts the District's ability to receive revenues and borrow money to cover short-term cash flow needs, AND (3) that reduction in revenues would be so severe as to cause the temporary closure of the schools due to insufficient funds, such that the district is unable to make up the 182 student days or the 191 teacher days in a given year.

VII. Grievance Procedure

It is in the interest of the general public, and in the interest of both employer and employees that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances which arise out of the interpretation of this agreement shall be resolved in accordance with the grievance procedure described in Appendix C attached hereto and made part of this agreement.

VIII. Negotiation of a Successor Agreement

The parties agree to enter into collective bargaining over a successor agreement under the terms set forth by Pennsylvania Act 195 and its successor Act 88 of 1992. Any agreement shall be reduced to writing after ratification by both parties.

During the course of negotiations, should the current contract expire, the South Western Education Association agrees to continue to work under all terms and conditions contained within the current Collective Bargaining Agreement. This does not alter in any way the union's right to strike.

IX. Waivers

The parties agree that all items to be included in this agreement have been discussed during the negotiations leading to this agreement and that no additional negotiations on this agreement will be conducted on any items, whether contained herein or not, during the life of this agreement.

Where changes in law have an effect upon an agreed item(s) in this contract, such affected item(s) may be renegotiated upon mutual consent of both parties to do so. No negotiations shall take place on any other item(s) in the contract. An agreement must be reached within sixty (60) days of mutual consent of both parties to discuss said affected item(s). If an agreement cannot be reached, the affected item(s) shall be continued during the life of this agreement as provided for in Section X.

X. Separability

If any provision of this agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent as permitted by law. The invalidity of any term or provision of this agreement shall not invalidate the entire agreement, but shall only affect the provisions deemed invalid.

APPENDIX A-1

SALARY SCHEDULE

Each member of the bargaining unit shall be paid in accordance with the following salary schedules. The annual salaries set forth in this agreement shall be paid to employees in twenty-six (26) equal biweekly installments, unless there are (27) pay periods that fall within a particular contract year.

2023-2024 Salary Schedule (4.00%)								
Step	Years	B	B+24	M	M+15	M+30	M+45	M+60
1	1-2	\$55,050	\$56,732	\$59,784	\$61,284	\$62,784	\$64,284	\$65,784
2	3	\$56,150	\$58,507	\$61,814	\$63,314	\$64,814	\$66,314	\$67,814
3	4-5	\$57,250	\$60,282	\$63,844	\$65,344	\$66,844	\$68,344	\$69,844
4	6	\$58,350	\$62,057	\$65,874	\$67,374	\$68,874	\$70,374	\$71,874
5	7	\$59,450	\$63,832	\$67,904	\$69,404	\$70,904	\$72,404	\$73,904
6	8	\$60,550	\$65,607	\$69,934	\$71,434	\$72,934	\$74,434	\$75,934
7	9	\$60,550	\$67,382	\$71,964	\$73,464	\$74,964	\$76,464	\$77,964
8	10	\$60,550	\$69,157	\$73,994	\$75,494	\$76,994	\$78,494	\$79,994
9	11-13	\$60,550	\$70,932	\$76,024	\$77,524	\$79,024	\$80,524	\$82,024
10	14	\$60,550	\$72,707	\$78,054	\$79,554	\$81,054	\$82,554	\$84,054
11	15	\$60,550	\$74,482	\$80,084	\$81,584	\$83,084	\$84,584	\$86,084
12	16	\$60,550	\$76,257	\$82,114	\$83,614	\$85,114	\$86,614	\$88,114
13	17	\$60,550	\$78,032	\$84,144	\$85,644	\$87,144	\$88,644	\$90,144
14	18	\$60,550	\$79,807	\$86,174	\$87,674	\$89,174	\$90,674	\$92,174
15	19	\$60,550	\$81,582	\$88,204	\$89,704	\$91,204	\$92,704	\$94,204

2024-2025 Salary Schedule (3.75%)								
Step	Years	B	B+24	M	M+15	M+30	M+45	M+60
1	1	\$56,933	\$58,615	\$61,667	\$63,167	\$64,667	\$66,167	\$67,667
2	2-3	\$58,033	\$60,390	\$63,697	\$65,197	\$66,697	\$68,197	\$69,697
3	4	\$59,133	\$62,165	\$65,727	\$67,227	\$68,727	\$70,227	\$71,727
4	5-6	\$60,233	\$63,940	\$67,757	\$69,257	\$70,757	\$72,257	\$73,757
5	7	\$61,333	\$65,715	\$69,787	\$71,287	\$72,787	\$74,287	\$75,787
6	8	\$62,433	\$67,490	\$71,817	\$73,317	\$74,817	\$76,317	\$77,817
7	9	\$62,433	\$69,265	\$73,847	\$75,347	\$76,847	\$78,347	\$79,847
8	10	\$62,433	\$71,040	\$75,877	\$77,377	\$78,877	\$80,377	\$81,877
9	11	\$62,433	\$72,815	\$77,907	\$79,407	\$80,907	\$82,407	\$83,907
10	12-14	\$62,433	\$74,590	\$79,937	\$81,437	\$82,937	\$84,437	\$85,937
11	15	\$62,433	\$76,365	\$81,967	\$83,467	\$84,967	\$86,467	\$87,967
12	16	\$62,433	\$78,140	\$83,997	\$85,497	\$86,997	\$88,497	\$89,997
13	17	\$62,433	\$79,915	\$86,027	\$87,527	\$89,027	\$90,527	\$92,027
14	18	\$62,433	\$81,690	\$88,057	\$89,557	\$91,057	\$92,557	\$94,057
15	19	\$62,433	\$83,465	\$90,087	\$91,587	\$93,087	\$94,587	\$96,087

APPENDIX A-1 – (Continued)

2025-2026 Salary Schedule (3.00%)								
Step	Years	B	B+24	M	M+15	M+30	M+45	M+60
1	1	\$58,416	\$60,098	\$63,150	\$64,650	\$66,150	\$67,650	\$69,150
2	2	\$59,516	\$61,873	\$65,180	\$66,680	\$68,180	\$69,680	\$71,180
3	3-4	\$60,616	\$63,648	\$67,210	\$68,710	\$70,210	\$71,710	\$73,210
4	5	\$61,716	\$65,423	\$69,240	\$70,740	\$72,240	\$73,740	\$75,240
5	6-7	\$62,816	\$67,198	\$71,270	\$72,770	\$74,270	\$75,770	\$77,270
6	8	\$63,916	\$68,973	\$73,300	\$74,800	\$76,300	\$77,800	\$79,300
7	9	\$63,916	\$70,748	\$75,330	\$76,830	\$78,330	\$79,830	\$81,330
8	10	\$63,916	\$72,523	\$77,360	\$78,860	\$80,360	\$81,860	\$83,360
9	11	\$63,916	\$74,298	\$79,390	\$80,890	\$82,390	\$83,890	\$85,390
10	12	\$63,916	\$76,073	\$81,420	\$82,920	\$84,420	\$85,920	\$87,420
11	13-15	\$63,916	\$77,848	\$83,450	\$84,950	\$86,450	\$87,950	\$89,450
12	16	\$63,916	\$79,623	\$85,480	\$86,980	\$88,480	\$89,980	\$91,480
13	17	\$63,916	\$81,398	\$87,510	\$89,010	\$90,510	\$92,010	\$93,510
14	18	\$63,916	\$83,173	\$89,540	\$91,040	\$92,540	\$94,040	\$95,540
15	19	\$63,916	\$84,948	\$91,570	\$93,070	\$94,570	\$96,070	\$97,570

2026-2027 Salary Schedule (3.00%)								
Step	Years	B	B+24	M	M+15	M+30	M+45	M+60
1	1	\$60,058	\$61,740	\$64,792	\$66,292	\$67,792	\$69,292	\$70,792
2	2	\$61,158	\$63,515	\$66,822	\$68,322	\$69,822	\$71,322	\$72,822
3	3	\$62,258	\$65,290	\$68,852	\$70,352	\$71,852	\$73,352	\$74,852
4	4-5	\$63,358	\$67,065	\$70,882	\$72,382	\$73,882	\$75,382	\$76,882
5	6	\$64,458	\$68,840	\$72,912	\$74,412	\$75,912	\$77,412	\$78,912
6	7-8	\$65,558	\$70,615	\$74,942	\$76,442	\$77,942	\$79,442	\$80,942
7	9	\$65,558	\$72,390	\$76,972	\$78,472	\$79,972	\$81,472	\$82,972
8	10	\$65,558	\$74,165	\$79,002	\$80,502	\$82,002	\$83,502	\$85,002
9	11	\$65,558	\$75,940	\$81,032	\$82,532	\$84,032	\$85,532	\$87,032
10	12	\$65,558	\$77,715	\$83,062	\$84,562	\$86,062	\$87,562	\$89,062
11	13	\$65,558	\$79,490	\$85,092	\$86,592	\$88,092	\$89,592	\$91,092
12	14-16	\$65,558	\$81,265	\$87,122	\$88,622	\$90,122	\$91,622	\$93,122
13	17	\$65,558	\$83,040	\$89,152	\$90,652	\$92,152	\$93,652	\$95,152
14	18	\$65,558	\$84,815	\$91,182	\$92,682	\$94,182	\$95,682	\$97,182
15	19	\$65,558	\$86,590	\$93,212	\$94,712	\$96,212	\$97,712	\$99,212

APPENDIX A-1 – (Continued)

2027-2028 Salary Schedule (3.00%)								
Step	Years	B	B+24	M	M+15	M+30	M+45	M+60
1	1	\$61,912	\$63,594	\$66,646	\$68,146	\$69,646	\$71,146	\$72,646
2	2	\$63,012	\$65,369	\$68,676	\$70,176	\$71,676	\$73,176	\$74,676
3	3	\$64,112	\$67,144	\$70,706	\$72,206	\$73,706	\$75,206	\$76,706
4	4	\$65,212	\$68,919	\$72,736	\$74,236	\$75,736	\$77,236	\$78,736
5	5-6	\$66,312	\$70,694	\$74,766	\$76,266	\$77,766	\$79,266	\$80,766
6	7	\$67,412	\$72,469	\$76,796	\$78,296	\$79,796	\$81,296	\$82,796
7	8-9	\$67,412	\$74,244	\$78,826	\$80,326	\$81,826	\$83,326	\$84,826
8	10	\$67,412	\$76,019	\$80,856	\$82,356	\$83,856	\$85,356	\$86,856
9	11	\$67,412	\$77,794	\$82,886	\$84,386	\$85,886	\$87,386	\$88,886
10	12	\$67,412	\$79,569	\$84,916	\$86,416	\$87,916	\$89,416	\$90,916
11	13	\$67,412	\$81,344	\$86,946	\$88,446	\$89,946	\$91,446	\$92,946
12	14	\$67,412	\$83,119	\$88,976	\$90,476	\$91,976	\$93,476	\$94,976
13	15-17	\$67,412	\$84,894	\$91,006	\$92,506	\$94,006	\$95,506	\$97,006
14	18	\$67,412	\$86,669	\$93,036	\$94,536	\$96,036	\$97,536	\$99,036
15	19	\$67,412	\$88,444	\$95,066	\$96,566	\$98,066	\$99,566	\$101,066

APPENDIX A-2

EXTENDED CONTRACTS

Salary for extended contracts shall be calculated as follows during the length of this contract:

1. High School Guidance Counselors

$$\frac{\text{Base Salary}}{191} \times 206 \text{ Days}$$

2. Special Education Teacher Coach

$$\frac{\text{Base Salary}}{191} \times 201 \text{ Days}$$

APPENDIX A-3

UNEXCUSED ABSENCES

1. Members of the bargaining unit must report to work for all teacher workdays in the school calendar adopted by the school board, unless leave has been granted according to one of the leave provisions. Failure to do so shall result in a salary deduction as follows:

- a. First Offense

- (1) School Year Employee $\frac{1}{191}$ of Base Salary for each day missed
- (2) High School Guidance Counselors $\frac{1}{206}$ of Adjusted Salary for each day missed
- (3) Special Education Teacher Coach $\frac{1}{201}$ of Adjusted Salary for each day missed

- b. Second Offense

- (1) School Year Employee $\frac{1}{191}$ of Base Salary for each day missed plus cost of substitute as determined and invoiced by the school district business office
- (2) High School Guidance Counselors $\frac{1}{206}$ of Adjusted Salary for each day missed plus cost of substitute as determined and invoiced by the school district business office
- (3) Special Education Teacher Coach $\frac{1}{201}$ of Adjusted Salary for each day missed plus cost of substitute as determined and invoiced by the school district business office

- c. Third Offense and Any Additional Offenses

- (1) School Year Employee $\frac{1}{191}$ of Base Salary for each day missed plus cost of substitute as determined and invoiced by the school district business office
- (2) High School Guidance Counselors $\frac{1}{206}$ of Adjusted Salary for each day missed plus cost of substitute as determined and invoiced by the school district business office
- (3) Special Education Teacher Coach $\frac{1}{201}$ of Adjusted Salary for each day missed plus cost of substitute as determined and invoiced by the school district business office

The Superintendent of schools may recommend to the board that a dismissal proceeding be held for the offender.

Offense

One day or any part thereof, or two or more consecutive days from work without permission of the superintendent or school board constitutes an offense. Each offense is interrupted and concluded when the offender reports to work after having been absent without permission.

APPENDIX A-3 – (Continued)

2. Members of the bargaining unit must report to work for all teacher workdays in the school calendar adopted by the school board, unless leave has been granted according to one of the leave provisions. Failure to do so shall result in a deduction of seniority credits.

Deduction of seniority credit for each day missed shall be as follows:

(1) School Year Employee $\frac{1}{191}$

(2) High School Guidance Counselors $\frac{1}{206}$

(3) Special Education Teacher Coach $\frac{1}{201}$

3. Members of the bargaining unit who are employed less than the normal school day or the normal school year shall be subject to (1) and (2) above. Deductions for time missed shall be prorated in accordance with the time missed as a fraction of the time required to work.
4. Members of the bargaining unit who are granted short term and/or long term leave under the provisions of School Board Policy 439 shall be considered to have an excused absence, not an unexcused absence subject to this appendix.

The provisions and penalties described under Items 1, 2, 3, and 4 above are to be interpreted as being effective for the life of this contract and that penalties as described under Item 1., a., b., and c., are to be consecutively applied for the life of this contract.

This section refers to unexcused absences only, and does not undermine the authority of the board and/or superintendent to initiate action it deems appropriate for abuse or misuse of any other leave provisions of this contract and those granted under the Public School Code of 1949 as amended.

APPENDIX A-4

SALARY PLACEMENT

1. Subsequent to the effective date of this agreement, the member of the bargaining unit shall be placed on the proper step in the appropriate column of the salary schedule upon presentation of transcripts of college or university credits, to the superintendent.
2. Provided that the courses approved subsequent to the effective date of this agreement for reimbursement, together with applicable courses under (1) above, shall count for advanced placement on the salary schedule up to and including the earning of a Master's, Master's Equivalency, M+15, M+30, M+45, and M+60. Such advanced placement shall be effective with the next school year, or the next semester, whichever comes first, following the presentation of such transcripts to the superintendent of schools, keeping in mind the limitations as put forth in item d. below.

If such advanced placement occurs at the beginning of the second semester of the school year, the person shall receive 1/2 of the difference on the salary schedule for advance degree placement.

- a. Courses may be approved for reimbursement and apply to advanced salary placement if they are reasonably related to the field in which the member of the bargaining unit is employed.
 - b. Courses must be approved university or college courses.
 - c. Graduate courses taken prior to entering a Master's degree program and not previously applied to any type of salary advancement may be submitted for approval by the Superintendent's office to use towards the Masters plus salary advancement if they are reasonably related to the field in which the member of the bargaining unit is employed.
 - d. Beginning with the 2017-2018 school year column movement will be as follows: Column movement is a maximum of one column movement per year up to and including the Master's degree column. Beginning with movement from the Master's degree column, movement is one column per two years (every other year) starting with the move to Master's +15.
3. For all employees actually beginning their first year of teaching in South Western School District in 1997-98 and thereafter:

Advanced placement is only recognized for the Master Equivalency at Master level on the salary schedule. The Master +15, Master +30, Master + 45 and Master +60 do not apply to the Master Equivalency.

APPENDIX A-5

WAGE PROVISIONS

A. Other Duties

The following duties shall be compensated during this contract at the hourly rate outlined below:

Contract Year	Hourly Rate
2023-2024	\$35.00
2024-2025	\$36.00
2025-2026	\$37.00
2026-2027	\$38.00
2027-2028	\$39.00

1. Bus Duty – prior to opening of school day and at end of school day
(Excludes regular teacher assignments during normal work day)
2. Intramural supervisors
3. Detention supervisors
4. Summer curriculum writing
(List of applicable tasks will be made available to staff each year by the end of the school year)
5. Extra class coverage during the normal school day
(Not to be confused with substitute teachers)
(Applies only to interruption of teacher planning time when used to cover for other teachers)

The amount per hour shall be paid at the rate of one-fourth (1/4) for each fifteen (15) minutes or any part thereof. The building principal shall assign the personnel and record the time for payment

6. Driver's Education outside the school day
7. Professional Development for Summer Workshops
 - a. The chief instructor will be compensated double the hourly rate for the current contract year.
 - b. Any/all assistant instructors will be compensated at the hourly rate for the current contract year.
 - c. Participants will be compensated 50% of the hourly rate.
(Only applies if the participant is not using the workshop for Act 48 contract day.)

8. School Librarians

All school librarians may work up to three (3) days beyond the 191 contracted days at the established hourly rate for no more than seven (7) hours per day.

9. Certified School Nurses

All certified school nurses may work up to three (3) days beyond the 191 contracted days at the established hourly rate for no more than seven (7) hours per day.

APPENDIX A-5 – (Continued)

10. Special education teachers shall receive one stipend at the end of the school year for every student on their caseload, at any point in the school year, for whom they write an RR, IEP, or SAAFP, consistent with Paragraph 12 below (*“stipend” shall be calculated at the hourly rate as outlined in the CBA in Appendix A-5 Section A*).
 11. Gifted education teachers and speech language therapists shall receive one stipend at the end of the school year, based on their role as a contributor or case manager, for each student on their caseload, at any point in the school year, for whom they write an ER/GER/RR, IEP/GIEP, or SAAFP, consistent with Paragraph 12 below (*“stipend” shall be calculated at the hourly rate as outlined in the CBA in Appendix A-5 Section A*).
 - a. Students for whom they are not case manager but a contributor: 1 stipend per 10 students.
 - b. Students for whom they are the case manager: 1 stipend per 4 students.
 12. An expense form will be submitted at the end of the school year listing either:
 - a. The total number of students on each special education teacher’s caseload for whom an IEP, RR, or SAAFP was written; or
 - b. The total of students served by a speech language therapist or gifted education teacher as a contributor AND the total number of students served as a case manager.
- B. Homebound/Night School shall be compensated at the rate of \$35.00 per hour of direct instruction for the life of the current contract.

Direct instruction is time spent in the presence of the pupil and does not include travel or preparation time, which shall be the employee’s responsibility.

A show-up fee equivalent to 50% of the hourly rate of compensation will be paid if the pupil is not at home upon arrival.

Assignment and substantiation of hours are subject to the approval of the appropriate administrator.

C. Teacher Induction (New Teacher and Mentors)

Teachers new to the teaching profession in Pennsylvania will participate in a new teacher induction program in their first year of teaching, which has been accepted by the Pennsylvania Department of Education as required by Chapter 49 of the State Board of Education regulation. Teachers serving as mentors for any new teacher induction program as well as new teachers participating in the program will be compensated for completing the requirements of the program as follows:

School Year	Mentors	New Teachers
2023-2024	\$1,465	\$750
2024-2025	\$1,465	\$750
2025-2026	\$1,465	\$750
2026-2027	\$1,465	\$750
2027-2028	\$1,465	\$750

APPENDIX A-6

SUPPLEMENTAL SALARY SCHEDULE

A. Extra-Curricular / Coaches

The following provisions relate to coaches employed by the South Western School District.

1. All interscholastic coaching positions are annual appointments. Staffing and supervisory decisions regarding coaching positions shall not be subject to the grievance procedure
2. New coaches and coaches moving to new positions on the coaching staff will be placed on a step based upon negotiations at the time of employment.
3. The point value for each sport and position percentages are indicated on the attached sheet.
4. The dollar value per point will be as follows:

2023-2024 – Eighty-three dollars (\$83.00)
2024-2025 – Eighty-five dollars (\$85.00)
2025-2026 – Eighty-seven dollars (\$87.00)
2026-2027 – Eighty-nine dollars (\$89.00)
2027-2028 – Ninety-one dollars (\$91.00)

5. The salary scale will contain six (6) steps and will start with Step 1 being based on eighty-five percent (85%) of the maximum amount of the head coach position for each sport. During each succeeding year a coach will advance one step forward and increase 3% until they reach the salary cap (Step 6).
6. Coaches may vacate a position in a given sport and return to a position in that same sport, and they will be placed on the salary schedule as if there was no break in service. This applies if they return to the same sport or a similar sport (i.e. boys basketball to girls basketball), but not to a different sport.
7. A “Longevity Stipend” will be awarded to each coach who has served as a paid coach in that program for five (5) or more years during the life of the contract. The stipend will be a one-time payment and will not be added to the coach’s salary figure for calculating salary increases. The “Longevity Stipend” will be as follows:
 - 5 Years Service – \$100
 - 10 Years Service – \$200
 - 15 Years Service – \$300
 - 20 Years Service – \$400
 - 25 Years Service – \$500
 - 30 Years Service – \$600
 - 35 Years Service – \$700
 - 40 Years Service – \$800

8. Coaches will be paid in one lump sum at the end of the season upon completion of all coaching duties.

APPENDIX A-6 – (Continued)

SOUTH WESTERN SCHOOL DISTRICT
Coaches Point Values per Sport

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Sport Point Values	\$83.00	\$85.00	\$87.00	\$89.00	\$91.00
Football	80	80	80	80	80
Marching Band	80	80	80	80	80
Field Hockey	60	60	60	60	60
Soccer – Boys/Girls	60	60	60	60	60
Cross Country	50	50	50	50	50
Golf	50	50	50	50	50
Tennis – Boys/Girls	50	50	50	50	50
Volleyball	60	60	60	60	60
Cheerleading – Football	40	40	40	40	40
Wrestling – Boys/Girls	70	70	70	70	70
Basketball – Boys/Girls	70	70	70	70	70
Swimming	70	70	70	70	70
Cheerleading – Winter	40	40	40	40	40
Baseball	60	60	60	60	60
Softball	60	60	60	60	60
Track & Field	70	70	70	70	70
Competition Cheerleading	50	50	50	50	50
Lacrosse – Boys/Girls	60	60	60	60	60
eSports	50	50	50	50	50

The Administration, the Director of Athletics, and representatives from SWEA will meet prior to each sports season to review the PIAA sports calendar for the season, to determine the number of weeks in the regular season for each sport, to use when calculating compensation for both abbreviated and extended season payments.

Position Percentages

Varsity Head (85% – 100%)

Varsity Assistant (70%)

Jr. Varsity (70%)

7th/8th/9th Head (55%)

7th/8th/9th Assistant (40%)

Competition Cheer (60%)

ABBREVIATED SEASON

If an athletic season is shortened, delayed or cancelled, by the school district, YAI AA, PIAA, or any governmental body (Governor/General Assembly/County etc.), for whatever reason, all coaches will receive a prorated portion of their coach's salary, based on the amount of the season they worked. For example, if a coach gets paid \$1,000 for a sport and that sport lasts 10 weeks long from the first official day of practice until the last regular season contest, and the season gets cancelled after 2 weeks, the coach would be entitled to receive \$200 in pay for the season (2/10 of their salary).

EXTENDED SEASON

Any coach whose sport enters into YAI AA/PIAA post-season play beyond the regular season shall be compensated at a rate as established by the formula below:

(Regular season weekly salary) times (75%; or 100% times the number of post-season weeks they are competing).

If 75% or less of the total team members are involved in individual post-season competition – the coaches would receive 75% of their normal weekly pay. If the entire team is involved in post-season competition – the coaches would receive 100% of their normal weekly pay.

For example, if a coach gets paid \$1,000 for a sport and that sport lasts 10 weeks long from the first official day of practice until the last contest, and a few of the athletes qualify to move on to district/state competition for 2 weeks beyond the regular season, the coach would be entitled to receive \$150 in additional pay ($\$1,000/10 \text{ weeks} = \100 per week . $\$100 \times 75\% = \$75/\text{week} \times 2 \text{ weeks} = \150). If the entire team would move on to post-season play, the coach would be entitled to receive \$200 in additional pay ($\$1,000/10 \text{ weeks} = \100 per week . $\$100 \times 100\% = \$100/\text{week} \times 2 \text{ weeks} = \200).

The regular season is defined as beginning with the first day of practice as established by PIAA until the last regular season competition date as established by PIAA. Events held that require qualification based on excellence will be considered post-season.

This provision shall include only the HS head coach and HS assistants.

APPENDIX A-6 – (Continued)

B. Co-Curricular

Co-curricular Salary Schedule

			2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Rate per Point (reference hourly rate: Appendix A-5)			\$35.00 2.94%	\$36.00 2.86%	\$37.00 2.78%	\$38.00 2.70%	\$39.00 2.63%
Level A	Step						
	1	80%	\$2,520	\$2,592	\$2,664	\$2,736	\$2,808
Points	2	85%	\$2,678	\$2,754	\$2,831	\$2,907	\$2,984
90	3	90%	\$2,835	\$2,916	\$2,997	\$3,078	\$3,159
	4	95%	\$2,993	\$3,078	\$3,164	\$3,249	\$3,335
	5	100%	\$3,150	\$3,240	\$3,330	\$3,420	\$3,510
Level B	Step						
	1	80%	\$2,240	\$2,304	\$2,368	\$2,432	\$2,496
Points	2	85%	\$2,380	\$2,448	\$2,516	\$2,584	\$2,652
80	3	90%	\$2,520	\$2,592	\$2,664	\$2,736	\$2,808
	4	95%	\$2,660	\$2,736	\$2,812	\$2,888	\$2,964
	5	100%	\$2,800	\$2,880	\$2,960	\$3,040	\$3,120
Level C	Step						
	1	80%	\$1,820	\$1,872	\$1,924	\$1,976	\$2,028
Points	2	85%	\$1,934	\$1,989	\$2,044	\$2,100	\$2,155
65	3	90%	\$2,048	\$2,106	\$2,165	\$2,223	\$2,282
	4	95%	\$2,161	\$2,223	\$2,285	\$2,347	\$2,408
	5	100%	\$2,275	\$2,340	\$2,405	\$2,470	\$2,535
Level D	Step						
	1	80%	\$1,540	\$1,584	\$1,628	\$1,672	\$1,716
Points	2	85%	\$1,636	\$1,683	\$1,730	\$1,777	\$1,823
55	3	90%	\$1,733	\$1,782	\$1,832	\$1,881	\$1,931
	4	95%	\$1,829	\$1,881	\$1,933	\$1,986	\$2,038
	5	100%	\$1,925	\$1,980	\$2,035	\$2,090	\$2,145
Level E	Step						
	1	80%	\$1,120	\$1,152	\$1,184	\$1,216	\$1,248
Points	2	85%	\$1,190	\$1,224	\$1,258	\$1,292	\$1,326
40	3	90%	\$1,260	\$1,296	\$1,332	\$1,368	\$1,404
	4	95%	\$1,330	\$1,368	\$1,406	\$1,444	\$1,482
	5	100%	\$1,400	\$1,440	\$1,480	\$1,520	\$1,560

APPENDIX A-6 – (Continued)

Individuals who in the prior Agreement earned in excess of what this schedule provides shall continue to receive that salary until such time as the schedule herein exceeds that salary.

Definition Of Steps for Co-Curricular Schedule		
Step 1	1-2 Years of Service	80% of Max
Step 2	3-4 Years of Service	85% of Max
Step 3	5-6 Years of Service	90% of Max
Step 4	7-8 Years of Service	95% of Max
Step 5	9+ Years of Service	Max (Determined by Point Value X Rate)
The years of experience shall be cumulative		

Co-Curricular Positions and Level Placement

Level	Building	Position
A	High School	Department Head, Language Arts Department Head, Learning Support Department Head, Math Department Head, Science Department Head, Social Studies Student Council Advisor Student Council Advisor Yearbook Advisor Yearbook Advisor Key Club Advisor Key Club Advisor
	Intermediate	Advisor, SAC Advisor, SAC Advisor, Service Club Advisor, Service Club Captain, Team 1 Captain, Team 2 Captain, Team 3 Captain, Team 4 Captain, Team 5 Captain, Team 6 Subject Area Coordinator - Health & Physical Education
	Elementary	Grade Level Leader - K Grade Level Leader - 1st Grade Level Leader - 2 nd Grade Level Leader - 3 rd Grade Level Leader - 4 th Grade Level Leader - 5 th Elementary Specialist Leader – K-5 th

APPENDIX A-6 – (Continued)

Level	Building	Position
B	High School	Department Head, Business Department Head, Foreign Language Department Head, Health & Physical Education Department Head, Art Department Head, Music Department Head, Technology Education Department Head, Family & Consumer Science Advisor Junior Class Advisor Junior Class Show Choir Director Jazz Band Director Mustang Vision Advisor
B	Intermediate	Show Choir Director Intramural Director Subject Area Coordinator - Math Subject Area Coordinator - Practical & Fine Arts Subject Area Coordinator - Exploratory Subject Area Coordinator - Language Arts Subject Area Coordinator - Science Subject Area Coordinator - Social Studies Subject Area Coordinator - Learning Support
		Elementary
		School Drama
		School Musical
C	High School	Reading Specialist Leader Director Director
C	High School	Advisor FBLA Advisor Senior Class Advisor Senior Class Advisor Sophomore Class Advisor Sophomore Class Link Crew Advisor Link Crew Advisor Link Crew Advisor Link Crew Advisor Link Crew Advisor Link Crew Advisor Literary Magazine Advisor Mini-THON Advisor Mini-THON Advisor National Art Honor Society Advisor Technology Student Association Advisor Technology Student Association Advisor

APPENDIX A-6 – (Continued)

Level	Building	Position
C	Intermediate	Technology Student Association Advisor Technology Student Association Advisor WEB Advisor WEB Advisor WEB Advisor WEB Advisor WEB Advisor WEB Advisor Yearbook Advisor
	School Drama	Assistant Director
	School Musical	Orchestra Director Assistant Director Vocal Director
D	High School	Advisor Freshman Class Advisor Freshman Class Advisor National Honor Society Advisor National Honor Society Sound Supervisor Fall Semester Sound Supervisor Spring Semester Forensics Director
	School Drama	Lighting Supervisor Set Design & Construction Stage Manager
	School Musical	Choreography Director Lighting Supervisor Set Design & Construction Stage Manager
	Intermediate	Drama Director
E	High School	Varsity Club Advisor Varsity Club Advisor School Store Advisor Diversity Club Diversity Club
	School Drama	Publicity Director Costume Designer
	School Musical	Publicity Director Costume Designer
	Intermediate	Assistant Drama Director Soundboard Operator Colt Vision Advisor

APPENDIX B-1

RIGHTS AND RESPONSIBILITIES

A. Rights of Association

The school board and/or its appointed representatives agree to meet and discuss policy matters affecting wages, hours, and terms and conditions of employment, as well as the impact thereon, in accordance with Section 702, Act 195.

B. Rights of Professional Employees

1. Permission for any member of the bargaining unit to leave his/her assigned building at any time shall be subject to prior approval of the building principal, or his/her delegated agent.
2. The administration shall announce any vacancies within the bargaining unit after such vacancies are noted by the school board.
3. Members of the bargaining unit shall have the right to review any material to be placed in their personnel files and submit a written response to be attached to any material in the file if they so choose.

Personnel records are maintained by the administrative assistant to the superintendent or said designee and are available for inspection by only the respective employees, their written designees, and appropriate supervisory personnel. Members of the bargaining unit who wish to review their personnel files should contact the administrative assistant or designee for an appointment to do so. Such review of records should take place only in the presence of the administrative assistant or designee or a district administrator. Unscheduled requests for review of records will be honored only if convenient for the administrative assistant or designee. Any person reviewing a personnel record must sign the register maintained by the administrative assistant or designee.

Members of the bargaining unit are entitled to take notes or to purchase copies of any material in their respective files. Copies will be produced by the administrative assistant or designee when the regular work schedule permits.

4. The district agrees to permit the Association to conduct an orientation for new employees prior to the start of the school year, outside the regular working hours.
5. The District shall not use any cyber school or distance learning programs in the event of a strike or lock-out. The District shall not reduce, replace, demote, or supplant any faculty members or divert any bargaining unit work because of any cyber school or distance learning program.

C. Professional Responsibilities

All members of the bargaining unit shall exercise supervisory control over restive student behavior not only in the classroom but also in corridors, assemblies, cafeterias, libraries, lavatories, and other areas where such persons might be present.

APPENDIX B-2

LEAVE PROVISIONS

A. Conferences and Workshops

Members of the bargaining unit may be authorized by the superintendent to attend subject area conferences or workshops at school district expense.

B. School Visitations

Upon approval of the superintendent, members of the bargaining unit may visit other schools for observation without loss of pay. Requests should be submitted on professional leave request forms.

C. Legal Mandates

1. Members of the bargaining unit who are required to be absent from their regular assignments because of legal mandates to appear in court shall suffer no loss of pay provided that such appearances do not result from employment by other than the South Western School District, actions initiated by the employee, or actions brought against the district by the employee or his/her representatives.
2. This provision is contingent upon employee compliance with the following procedures:
 - a. Copies of related subpoenas or court assignments shall be submitted in advance along with the district leave request form.
 - b. Within five (5) working days after return from the absence, members of the bargaining unit should submit to the business office an amount equal to the payment received for court duty but not reimbursements for mileage, meals, or other related expenses. The district will pay the employee the regularly scheduled pay.
 - c. Failure to submit the payment received for legal duty shall result in a deduction from the employee's pay in like amount.

D. Military Duty

1. Members of the bargaining unit will receive payment of his/her regular salary for up to fifteen (15) consecutive or nonconsecutive days when called to active military service or training per calendar year.
2. Copies of related orders must accompany advance requests for leave made on proper district forms.
3. The reserve components of the armed forces are:
 - a. The Army National Guard of the United States
 - b. The Army Reserve
 - c. The Naval Reserve
 - d. The Marine Corps Reserve
 - e. The Air National Guard of the United States
 - f. The Air Force Reserve
 - g. The Coast Guard Reserve

E. Sick Leave Credit

1. Sick leave shall be provided to all members of the bargaining unit at the rate of ten (10) days per year.
2. Any available sick days may be used to attend to health related issues of a family member. Family member will be defined as any relative who resides with the employee, as well as children and parents including step and in-law.

Upon request, examining physician's statement shall be completed and submitted for approval of family sick days.

F. Personal Leave

Two days of personal leave are granted per year to each member of the bargaining unit. Personal leave shall be cumulative to a total of five (5) days and is subject to the following provisions:

1. Cumulative personal leave days may be used consecutively.
2. Personal leave may not be used during the first five (5) or the last five (5) days of the school year for bargaining unit staff.

However, personal leave may be granted for extenuating circumstances as defined by the superintendent, whose decision shall be final and shall not be subject to the grievance procedure.

3. Personal leave may not be used on an in-service day or professional development day (Act 80).
4. Unused personal leave days from prior years are included in this contract.
5. Requests are to be made using a district approved process. Requests should be made at least three (3) working days in advance whenever possible.
6. The following shall be the maximum number of members of the bargaining unit to be excused on any one day:

- a. High School Building = 6
- b. Middle School Building = 6
- c. All Elementary Buildings Combined = 8

(1) All specialist staff will be considered as belonging to the elementary level.

7. No more than two (2) personal days per year may be used as four (4) one-half ($\frac{1}{2}$) days of personal leave.
8. Personal leave shall be allocated in the order by which official requests are received by the responsible principal. When this is not possible such requests will be considered according to years of service in the South Western School District for allocation quotas.

APPENDIX B-2 – (Continued)

9. Unused personal leave may accumulate to a maximum of three (3) days that will carry over into the subsequent school year. At the conclusion of each school year, any member of the bargaining unit who has in excess of three (3) unused personal leave days remaining shall be compensated at the day-to-day substitute rate for only the unused personal leave days in excess of three (3) days. Payments will be made no later than June 30 of the current school year. In the event a member of the bargaining unit resigns or retires from the District, said employee shall be paid upon severance from service for any and all unused personal leave days remaining at the day-to-day substitute rate.
10. Request to cancel personal leave must be submitted to the building principal no less than one (1) working day prior to the date of the leave in order for the personal leave day to be cancelled and reinstated for use at a future date.

G. Emergency Leave

Each member of the bargaining unit shall be granted two (2) emergency leave days per year. Applications for emergency leave are to be on the district form and forwarded to the superintendent through the building principals. This form should be properly checked, stating reason(s) and supported by the required documents. Requests shall be submitted two (2) working days in advance of the time of absence whenever possible. In all cases, requests must be submitted to the building principal or his/her assistant no later than two (2) working days after the employee's return.

Emergency leave may be utilized for the following purposes:

- 1) Personal catastrophe to property.
- 2) Death when days in addition to regular death leave are required.
- 3) Any emergency not covered by the above may be granted at the discretion of the superintendent, whose decision shall not be subject to the grievance procedure.

H. Maternity/Paternity Leave

1. Staff members will be granted maternity/paternity leave upon request to the superintendent at least sixty (60) days prior to the time leave is to commence. A physician's statement may be required at the discretion of the school board to support the request for leave.
 - a. Maternity/paternity absence may be granted for a maximum period of two (2) years from the date such absence is to commence. Any subsequent childrearing leave of absence requested by a member of the bargaining unit for the birth or adoption of another child shall be granted for a maximum period of two (2) years from the date such absence is to commence; provided, however, that the bargaining unit member returned to active service in the District for a minimum of eighteen (18) consecutive weeks following the childrearing leave immediately prior to the request for another childrearing leave. Consistent with the duration of leave time granted to employees under the Family Medical Leave Act of 1993, as amended, an employee who fails to return to active service in the District for a minimum of eighteen (18) consecutive weeks following a prior childrearing leave shall only be entitled to twelve (12) weeks of unpaid leave time for his/her next childrearing leave after which he/she must return to active service in the District. Failure to return to service shall result in termination of the employee's contract with the District.

APPENDIX B-2 – (Continued)

- b. A member of the bargaining unit granted maternity/paternity absence may return upon the termination of the requested leave to the former position or a reasonable equivalent provided said employee notifies the superintendent in writing of the desire to return sixty (60) calendar days prior to the intended date of return.
 - c. A member of the bargaining unit may be granted maternity/paternity leave for adoption. The leave would follow the same guidelines as for regular maternity/paternity leave.
 - d. Female members of the bargaining unit entitled to sick leave may receive sick leave benefits for that period during which they are unable to perform their professional duties as the result of disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recover therefrom. Such disability must be certified by a physician's statement.
2. All salary and benefits are discontinued during the maternity/paternity leave period, except as required under the Family Medical Leave Act of 1993. Special provisions may be made for continuation of insurance at the employee's expense.
 3. Years of service in South Western School District shall remain to the credit of such individual, provided that this person returns within the specified leave request as approved by the board. However, salary step advancement and seniority shall not accrue to such individual for the period of the leave.

I. Unused Sick Leave

1. Upon terminating employment with the South Western School District by resignation or retirement, which is effective at the close of a semester, a member of the bargaining unit shall receive \$37.50 per day (up to a maximum of 250 days – no grandfather provision), for the life of their contract. However, if advanced notice is given under the terms stipulated below, then the following daily rate shall apply:
 - a. Resignations received by June 15 indicating retirement or resignation at the end of the first semester – individual shall receive \$47.50 per day (up to a maximum of 250 days – No grandfather provision).
 - b. Resignations received by December 31 indicating retirement or resignation at the end of the current school year – individual shall receive \$47.50 per day (up to a maximum of 250 days – No grandfather provision).
 - c. Resignations received by September 30 indicating retirement or resignation at the end of the first semester – individual shall receive \$42.50 per day (up to a maximum of 250 days – No grandfather provision).
 - d. Resignations received by March 1 indicating retirement or resignation at the end of the current school year – individual shall receive \$42.50 per day (up to a maximum of 250 days – No grandfather provision).
2. Payment for said unused sick leave shall be made to the member of the bargaining unit on the first regular pay calculated after the close of the semester.
3. In the event of death of a member of the bargaining unit, payment for unused sick leave shall be made to the designated beneficiary named for the life insurance coverage provided by the Board.

APPENDIX B-2 – (Continued)

J. South Western Education Association Leave

Twelve (12) days leave shall be granted to the South Western Education Association during the year to attend PSEA sessions as requested. Prior approval for leave shall be made by the superintendent of schools. Members taking such approved leave shall not lose pay for such days. The South Western Education Association agrees to reimburse the school district for the cost of substitute teachers to cover classes under this leave provision. Reimbursement shall include the daily substitute rate plus the cost of fringe benefits as invoiced by the school district business office.

K. Coordination of Paid Leave Time and Workers' Compensation

Workers' Compensation insurance benefits may be coordinated with other available paid leave time and insurance benefit provisions such that no employee eligible for Workers' Compensation benefits shall be entitled to receive both compensation from the employer and disability or insurance benefits which, when combined, exceed the amount of the employee's regular base salary.

If an employee is receiving Workers' Compensation insurance benefits, said employee may elect to use available paid leave time to make up the difference in his/her salary that Workers' Compensation does not pay so the employee continues to receive his/her full salary. For each contracted work day the employee uses in conjunction with Workers' Compensation benefits, only a fraction of a day of paid leave time shall be deducted from the employee's available balance of paid leave time provided that the sum of this fraction and the fractional part of the employee's base salary paid by Workers' Compensation shall total 100% of said employee's base salary for the day on which the employee utilizes paid leave time in concert with Workers' Compensation benefits. For accounting purposes, the cumulative sum of all fractional parts of paid leave time used in conjunction with Workers' Compensation benefits shall be rounded down to the nearest one-half ($\frac{1}{2}$) day and then deducted from the total accrued and accumulated paid leave time to which the employee was entitled at the time the coordination of paid leave time and Workers' Compensation commenced.

If an employee has used all available paid leave time to which he/she is entitled, the employee shall receive Workers' Compensation benefits only. An employee who uses available paid leave time in conjunction with Workers' Compensation benefits shall continue to contribute the full amount to retirement as provided by state statute through payroll deduction to ensure that the employee receives credit in the PSERS retirement system for the period of time during which paid leave time was utilized.

Employees who have no available paid leave time or choose not to use their available paid leave time while receiving Workers' Compensation benefits shall receive only the Workers' Compensation benefits and may not be eligible for all district provided benefits, including retirement. The employee may continue health and/or dental insurance benefits for himself/herself and any dependents, if applicable, at his/her own expense.

L. Bereavement Leave – See district policy #436

APPENDIX B-3

OTHER BENEFITS

A. Insurance

Insurance coverage for members of the bargaining unit and their dependent(s) shall be paid for by the board with the following exceptions:

Part-time teacher are entitled to the same benefits as full-time teachers with the exception of health insurance (health, dental and vision) and life insurance coverage.

1. Spousal Surcharge

Effective January 1, 2015, if an employee has elected health insurance for his/her spouse under the District plan [e.g. family coverage] and the employee's spouse has coverage available from his/her own employer, the employee is responsible for contributing the normal applicable share of premium into their HSA plus an additional surcharge that is payable to the district. The amount of the surcharge shall be as follows:

- 2024 – One hundred dollars (\$100) per paycheck
- 2025 – One hundred dollars (\$100) per paycheck
- 2026 – One hundred dollars (\$100) per paycheck
- 2027 – One hundred dollars (\$100) per paycheck
- 2028 – One hundred dollars (\$100) per paycheck

This contribution shall be paid on a pretax basis via payroll deductions out of the biweekly paycheck in accordance with the agreement. Payroll adjustments will be made during the summer months for employees receiving lump sum distributions based on the number of paychecks that would normally be received during the summer.

If a qualifying event occurs such that the enrolled spouse no longer has health insurance coverage available from his/her employer, then the employee shall notify the District of this qualifying event and the district shall discontinue deducting the surcharge amount.

2. Health Insurance – The current plan benefit design is attached to this contract. The QHDHP plan began January 1, 2016.

- a. All full-time members of the bargaining unit shall be covered by a group health insurance plan selected by the board.
- b. All full-time members of the bargaining unit shall have maternity coverage available in the insurance plan.
- c. The District will offer optional health insurance benefits to part-time professional staff at 100% of the cost paid by employee. Opt-out provisions and payment will not apply.
- d. Members of the bargaining unit who retire may arrange with the district to continue health insurance under the group plan at the members' expense.

Note: Retirement under this section shall be defined as:

A member of Public School Employees' Retirement System who has taken superannuation retirement (age 62), or has retired with 30 or more years of credited service, or has taken disability retirement.

APPENDIX B-3 – (Continued)

- e. At the age of eligibility for Medicare, all members shall have their group insurance discontinued from coverage by the district.
 - f. Plan benefits will not decrease over the life of the contract.
3. A Health Savings Account (HSA) for full-time members of the bargaining unit receiving health insurance benefits was implemented beginning January 1, 2016.

The District will contribute \$800/individual, \$1,600/individual plus dependent(s) into the employee's HSA account each year of the contract. Employees will not be required to contribute funds into their HSA account.

	2024	2025	2026	2027	2028
Individual					
Deductible	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Employee Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employer Contribution	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Total	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Employee Plus Dependent(s)					
Deductible	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Employee Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employer Contribution	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
Total	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00

The Health Savings Account (HSAs) will be handled by a third party administrator contracted by the District.

Employee contributions toward health care costs will be placed into the employee's HSA account as it is collected by the District biweekly.

Employer contribution into the HSA shall occur as follows:

For 2017 and beyond – 67% of employer contribution will be contributed by January 10th, for all full-time employees enrolled in the District's QHDHP on January 1st. Full-time employees hired after January 1st will be enrolled into the District's QHDHP on the first day of the following month after their hire. Employer contributions into the employee's HSA account for employees hired after January 1st and before July 31st will be prorated (number of months remaining until September 1st divided by 8). 33% of employer contribution will be contributed September 1st, for all full-time employees enrolled in the District's QHDHP on September 1st. Full-time employees hired after September 1st will be enrolled into the District's QHDHP on the first day of the following month after their hire. Employer contributions into the employee's HSA account for employees hired after September 1st and before November 30th will be prorated (number of months remaining in calendar year divided by 4).

APPENDIX B-3 – (Continued)

Employer contribution into HSA account for employees with qualifying events that move from individual coverage to employee plus dependent(s) coverage:

An employee who changes their insurance from individual coverage to employee plus dependent(s) coverage as a result of a qualifying event, will receive an additional prorated employer contribution into his or her HSA account as a result of that change. It is the responsibility of the employee to make sure that any additional contributions they may have been making into their HSA account does not exceed the IRS limits, or the employee may be exposed to IRS tax ramifications and/or penalties.

Employer contribution into HSA account for employees with qualifying events that move from employee plus dependent(s) coverage to individual coverage:

An employee who changes their insurance from employee plus dependent(s) to individual coverage at any time during the calendar year, as a result of a qualifying event, will not lose any of the employer contribution into his or her HSA account as once funds have been deposited into an account, they become the possession of the employee.

4. Employee Opt-Out of Health Insurance

The District shall pay \$70.00 per pay for employees who opt out of participating in the district's health insurance plan provided the employee is covered by another plan. The employee will have the following options of receiving payment: (1) \$70.00/pay; (2) \$910.00 in June and December; or (3) \$1,820.00 in December. An employee that chooses to opt out of the District's health insurance may remain on the dental and vision insurance only if he/ she waived coverage with the District and his/her spouse does not have dental and/or vision insurance coverage.

An employee married to another District employee shall not be eligible for the employee opt-out payment beginning January 1, 2016.

Employees who elect to opt out will not be eligible to re-enroll in the District's health insurance plan until the District's open enrollment period, unless they can provide documentation and enroll within 31 days of a qualifying event. A qualifying event shall include:

- the employee marries;
- the employee has a child, adopts, acquires a stepchild, or becomes a legal guardian;
- the employee divorces or legally separates and no longer has coverage through a spouse;
- the employee or dependent has a change in his/her Medicare Primary Status (i.e., the employee becomes Medicare Primary);
- the employee's dependent loses coverage under another benefit plan;
- the employee has returned from a leave of absence and is reinstating coverage.

5. Spousal Opt-Out of Health Insurance

The District shall pay \$70.00 per pay to professional employees who has their spouse opt out of participating in the District's health insurance plan provided the spouse is covered by another plan. The employee will have the following options of receiving payment: (1) \$70.00/pay; (2) \$910.00 in June and December; or (3) \$1,820.00 in December. An employee that chooses to have his/her spouse opt out of the District's health insurance may have the spouse remain on the dental and vision insurance only if the spouse waived coverage with South Western and the spouse does not have dental and/or vision insurance coverage.

Employees who elect to have their spouses opt out will not be eligible to re-enroll them in the district's health insurance plan until the district's open enrollment period, unless they can provide documentation of a qualifying event. Qualifying events are noted above.

6. Maternity Coverage

Maternity/Paternity coverage shall begin with the first day a member reports to work and shall end with the last day of the month in which said employee severs his/her employment, subject to leave provisions of this contract for extended insurance coverage at the option of the member of the bargaining unit and any extended insurance coverage required by law or regulation.

7. Group Term Life Insurance

Term Life Insurance and Accidental Death and Dismemberment coverage is provided in the amount of \$35,000 for the life of this contract.

The South Western School District has made available section 125 payroll deduction plan for purchase of life insurance by a member of the bargaining unit. Such life insurance purchases are currently sheltered from federal income taxes.

APPENDIX B-3 – (Continued)

8. Dental Insurance Coverage

Preventive Services	
Oral examinations	Space maintainers
Cleaning of Teeth	Emergency office visits
Fluoride applications (for children)	X-rays
Plan Pays 100%	

General Services	
\$25 Deductible Per Person, Per Calendar Year	
Fillings	Oral surgery
General anesthetics	Endodontics
Injectable antibiotics	Periodontics
Extractions	Repair of prosthetic appliances
Plan Pays 85%	

Major Services	
\$25 Deductible Per Person, Per Calendar Year	
Bridges and dentures	Replacement of damaged appliances
Crowns and gold restorations	
Plan Pays 50%	

Orthodontics (Per Child)	
\$25 Lifetime Deductible	
Dependent children only to age 19	
Maximum Lifetime benefit - \$2,500 (effective January 1, 2004)	
Plan Pays 50%	

Maximum Dental Insurance Benefit

\$1,500 for each insured family member, each calendar year (effective January 1, 2004)

9. Vision Insurance

A vision plan will be provided to the professional employees of the South Western School District.

B. Summer Pay

Payment of salary for July and August due the member of the bargaining unit for the immediate school year just completed shall be paid upon written request from a member by May 1 of each year. Payment shall be made on the first pay issued after the close of the school work year for teachers. At no other time, other than retirement or termination of employment, will summer pay be distributed in one payment.

C. Payroll Deductions

1. All taxes required by law. Presently these are:
 - a. Federal Income Taxes
 - b. State Income Taxes
 - c. State Unemployment Tax
 - d. Social Security Taxes
 - e. Wage Taxes for residents of South Western School District
2. Wage taxes for residents outside South Western School District upon request
3. State Retirement
4. Offset Retirement
5. Health Insurance
6. Tax-sheltered and/or tax-deferred annuities and Section 125 life insurance / dependent care
7. United Way
8. Union Dues - The South Western Education Association will provide to South Western School District and the Board of Education a hold harmless and indemnification clause for any wrong doing by its employees or assigns.
9. Credit Union
10. South Western Dollars for Scholars
11. South Western Education Foundation
12. All other deductions which became mandatory as a result of law or agency requirements during the lifetime of this agreement.

All items under (C) are subject to policies and procedures as set forth by the business administrator and/or superintendent of the district.

D. Payment for Approved Mileage

Any member of the bargaining unit who has been authorized by an administrator to perform duties or business related to school and is required to use his/her own vehicle shall be reimbursed the standard mileage rate for business use of autos established annually by the Internal Revenue Service (IRS). The IRS rate established for the calendar year beginning January 1 will be used as the effective rate for the fiscal year that begins on July 1 of the same year.

E. Additional Credit Reimbursement

1. Reimbursement shall be the lesser of the amount actually paid or the current per credit charge of Pennsylvania State University. For grades of A and B, 100% of this amount will be reimbursed. For a grade of C, 75% of this amount will be reimbursed.
2. Reimbursement shall be paid for each approved three-credit or four-credit college or university undergraduate or graduate credit upon presentation of evidence of a passing grade. Prior approval for graduate courses must be obtained from the superintendent of schools before the beginning of the class.
3. Reimbursement shall be paid for each approved one-credit or two-credit graduate level course to a maximum of three credits taken as a direct part of the Masters program and in lieu of one three-credit course. Said reimbursement shall be handled in the same fashion as all other advanced study reimbursement. In no case will this provision be applied to Masters Equivalency or other non-degree programs or to any level of study above the Masters. Further, the Superintendent's decision on each case shall be final and not subject to any grievance procedure.
4. Payment shall be limited to one approved course per semester or trimester taken during the regular public school term. Payment shall also be limited to a maximum of twelve (12) credits annually until reaching the Master's Degree step on the salary schedule and six (6) credits annually after the Master's Degree step on the salary schedule unless enrolled in an approved certification or degree cohort program where the maximum shall be twelve (12) credits annually for those credits required by the cohort program limited to ten (10) teachers per year. All bargaining unit members who have reached the Master's Level column may take nine (9) credits per year if they are in an approved program of study. This will be limited to 10 teachers per level (elementary – grades K-6; and secondary – grades 7-12) per fiscal year. (Credits completed September 1 thru August 31.)
5. Reimbursement shall be made after approval for same by the superintendent. The employee must show evidence of actual tuition cost and a final grade of either A, B, C; or Pass in a pass/fail course. The member of the bargaining unit must also be employed by South Western School District at the time payment is made.
6. Payments shall be made no later than the last day of the month following receipt of payment and approval by the superintendent.
7. A member of the bargaining unit, while on sabbatical leave for educational purposes, shall be reimbursed for a maximum of thirty-two (32) credits in any school year. Members to be approved shall be the first to apply and qualify for such Sabbatical Leave. Credit reimbursement under this provision shall not exceed ninety-six (96) credits in any school year.
7. All requests for course reimbursement must be received by the Superintendent within 90 days after the course is completed, otherwise, payment shall be forfeited.

APPENDIX B-3 – (Continued)

8. On-line classes submitted for approval must meet the following guidelines:
 - a. Graduate credits will be awarded from an accredited college or university.
 - b. Course grade and credit are accepted by the university as part of a degree graduate program, although the bargaining unit member need not be enrolled in the program. On-line courses that are not part of a degree program may be accepted.
 - c. Course topics must have a reasonable connection to a person's current assignment in the district or to district goals.
 - d. The course involves on-line reading, assignments, discussions, etc. The course should be based on the typical university semester.
 - e. The rigorous curriculum reflects the latest thinking in the field.
 - f. The course allows students to work individually and in small groups.
 - g. The instructors are highly qualified to teach the subject matter.
 - h. Both formative and summative assessment methods should be integrated into the instruction.
 - i. The course involves and requires class interaction and instructor interaction through chat room, blogging, list-serve, email, etc.
 - j. Students shall have the ability to directly contact the instructor as well as access to appropriate technical support.
9. Any materials that are included in the tuition of a course and have a value of \$100.00 or greater will become the property of the South Western School District at the conclusion of the course. The materials will remain with the employee who took the course until said employee terminates employment with the district. For technology devices, the District assumes no responsibility to service nor provide additional resources for the use of the device. Access to District networks may be restricted to guest levels.

APPENDIX C

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

An alleged violation of any provision of this collective bargaining agreement.

2. Aggrieved

a. Person making the claim

b. The persons making the claim

c. The South Western Education Association when such grievance is presented and signed by the President, President-elect, Secretary, Treasurer, and all respective building representatives which are affected by the grievance.

3. Days

School work days (weekends, vacation days, and holidays excluded). Also, by mutual agreement of the parties, the grievance may be processed beyond the last working day of the school work year, and days in the grievance processing timelines shall be defined as days in which the district administrative office is open for regular business.

B. Purpose

1. The purpose of this procedure is to assure solutions to problems arising out of the interpretation or application of the terms of this agreement.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter privately and informally with any appropriate member of the administration and thereby resolve the problem outside of formal procedures here described.

C. Time Limits

1. A grievance to be considered under this procedure must be initiated in writing and on proper forms within ten (10) days of its occurrence.
2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
3. In the event that a grievance is filed at such time that it cannot be processed through all levels of the grievance procedure by the end of the last working day of the year for the aggrieved, the time limits set forth herein may be reduced by mutual agreement of the parties of interest in order that the grievance procedure may be exhausted prior to the end of the aggrieved's last working day of the school year.
4. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level. Failure of the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision last rendered.

D. Procedures

1. In order to limit the number of formal grievances and maintain the best possible employee/management relationships, any aggrieved person(s) shall discuss their concerns informally with the appropriate first level supervisors before proceeding with the formal procedure outlined below. An attempt shall be made by all parties involved to resolve the matter informally and at the lowest supervisory level possible.
2. If informal attempts to resolve the problem are unsuccessful, the following process shall be available for utilization by the aggrieved provided that such grievance shall be filed within ten (10) days of its occurrence.
3. Grievances shall be submitted in writing on forms prepared by the employer and available upon request from the superintendent's office. All grievance forms must be properly completed and signed by all aggrieved persons and their respective bargaining unit representative. The following steps will be utilized in the formal grievance process. However, in order to expedite certain grievances, a step or steps may be waived by mutual agreement of the parties involved.

Step (1)

Person(s) initiating the alleged grievance shall present the grievance to the respective building principal or to the elementary principal within ten (10) days of its occurrence.

The principal shall reply to the grievance within five (5) days after initial presentation of the grievance.

Step (2)

If the action of Step (1) fails to resolve the grievance to the satisfaction of the aggrieved, the grievance may be referred to the assistant superintendent within five (5) days.

The assistant superintendent shall reply to the grievance within five (5) days after receipt of the grievance.

Step (3)

If the action of Step (2) fails to resolve the grievance to the satisfaction of the aggrieved, the grievance may be referred to the superintendent within five (5) days.

The superintendent shall reply to the grievance within five (5) days of the receipt of the grievance.

Step (4)

If the action of Step (3) fails to resolve the grievance to the satisfaction of the aggrieved, the grievance may be referred to the board of education through the secretary to the board within five (5) days.

The board of education will strive to reply to the grievance within twenty (20) days of its receipt by the board secretary. However, no board response will be delayed beyond the regularly scheduled board meeting that occurs at least twenty (20) days after receipt of the grievance by the secretary.

APPENDIX C – (*Continued*)

Step (5)

If the action of Step (4) fails to resolve the grievance to the satisfaction of the aggrieved, the grievance may be processed, with the consent of the Association, for binding arbitration by completion of the proper forms within ten (10) days in accordance with Section 903 of Act 195. However, the authority of the arbiter shall be limited only to the language of this collective bargaining agreement.

If the grievance fails to meet the criteria of Section 903 of Act 195, the decision of the board of education in Step (4) shall be final.

E. Miscellaneous

1. Written Decisions

Decisions rendered at all levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted to the aggrieved within the prescribed time limits.

2. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file(s) of the participants.

3. Meetings and hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only the aggrieved, and/or designated representative(s).

4. Continuation of Duties

It is agreed that employees shall, during the process of any grievance, continue to observe all assignments and observe all applicable rules and regulations of the employer.

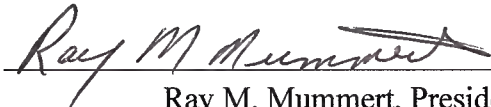
5. Unavailability of Supervisors

If a grievance should be presented when the supervisor responsible for the applicable steps of the procedure is unavailable due to attendance at conferences, conventions, approved vacation, or for other authorized reasons, the days indicated in the time limits for each step shall begin when the supervisor returns.


RATIFICATION OF AGREEMENT

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ACCEPTED AND
EXECUTED THIS AGREEMENT FOR AND ON BEHALF OF THEIR RESPECTIVE
ORGANIZATION


SOUTH WESTERN SCHOOL DISTRICT

By: 
Ray M. Mummert, President

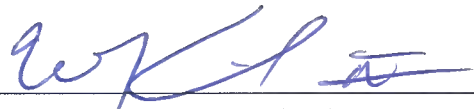
Date: June 14, 2023


ATTEST: 
Jeffrey A. Mummert, Secretary

SOUTH WESTERN EDUCATION ASSOCIATION

By: 
Kayton K. Wilson, President

Date: June 14, 2023

ATTEST: 
William L. Kirsch IV,
Co-Chairperson of
the Negotiating Committee

ATTEST: 
Matthew R. Lawhead,
Co-Chairperson of
the Negotiating Committee