



**November 6, 2023**

6:00 P.M.  
H.S. Library

**Mr. Todd Engel**  
President  
Region III

**Mr. Steve Rupert**  
Vice President  
Region II

**Mrs. Cathy Bachman**  
Treasurer  
Region III

**Mrs. Sue Bowman**  
Region I

**Mr. Ben Brigandi**  
Region I

**Mrs. Summer Bukeavich**  
Region II

**Mrs. Diane Cramer**  
Region II

**Mr. John Hitesman**  
Region III

**Mr. Nathan Miller**  
Region I

**Dr. Eric Briggs**  
Superintendent

**Mrs. Jamie Mowrey**  
Board Secretary

**Mr. Fred Holland**  
Solicitor

## **Agenda**

### **Work Session of the Board**

The board may vote on any items that properly come before the board.

#### **Opening**

#### **Call to Order**

#### **Silent Meditation & Pledge of Allegiance**

#### **Roll Call**

#### **Preliminary Comments on Agenda Items**

#### **Action Items**

1. Agreement with the South Williamsport Area Education Association
2. Pay Rates for Newly Hired Teachers
3. Employment
4. Child Bearing/Child Rearing Leave Extension
5. Unpaid Leave
6. Cooperative Sports Agreement

#### **Items for Discussion**

1. ELA Sports Presentation
2. Auditorium Fundraising Discussion
3. Central Elementary Project Update
4. 2024 Board Meeting Dates/Times

#### **Old Business**

#### **New Business**

#### **Courtesy to the Floor**

#### **Final Remarks by Board Members**

#### **Adjournment**

## ACTION ITEMS

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1. **Agreement with the South Williamsport Area Education Association** – Attachment #1  
It is recommended the school board approve the negotiated agreement between the South Williamsport Area Education Association and the South Williamsport Area School District.

2. **Pay Rates for Newly Hired Teachers**

It is recommended the school board approve the following pay rates for the newly hired teachers for the 2023-2024 school year. Employees were previously hired at the 2022-2023 rates, pending a new agreement. Sophia Biddle at step M-6 at a salary of \$60,478; Dyan Hulslander at step M+30-15 at a salary of \$79,153; Reanna Peritz at step M-1 at a salary of \$56,432; John Peters at step B-5 at a salary of \$55,353; and Adeline Rothrock at step B-1 at a salary of \$48,053.

3. **Employment**

### **Resignation**

The Superintendent accepted the letter of resignation from Jennifer Kimball from her Business & Computer Information Technology 7-12 teaching position and FBLA Advisor effective December 8, 2023.

### **High School Guidance Secretary**

It is recommended the school board approve Shelby Akers as the High School Guidance Secretary effective November 13, 2023 at a rate of \$18.02 per hour. This is a 7.5 hour per day, 240 day per year position with benefits in accordance with the South Williamsport Education Support Professionals Association.

4. **Child Bearing/Child Rearing Leave Extension**

It is recommended the school board approve EE #1281 child bearing/child rearing leave extension request. Employee is requesting January 2, 2024 as the extended return date from the previous date of November 20, 2023.

5. **Unpaid Leave**

It is recommended the school board approve unpaid leave for EE #651 through the end of the 1<sup>st</sup> semester of 2024 (January).

6. **Cooperative Sports Agreement** – Attachment #2

Dr. Briggs is recommending the school board approve the Cooperative Sports Agreement between the South Williamsport Area School District and Williamsport Area School District providing sponsorship for Junior High and High School girls to participate in a girls' wrestling program.

## ITEMS FOR DISCUSSION

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1. **ELA Sports Presentation**

Mr. Ernie Graham will give a presentation to the school board regarding athletic fields.

2. **Auditorium Fundraising Discussion**

Dr. Briggs will discuss fundraising options for the Auditorium.

3. **Central Elementary Project Update**

The Superintendent will discuss updates to the Central Elementary Project.

4. **2024 Board Meeting Dates** – Attachment #3

Attached is a draft of the 2024 Board Meeting Dates. The school board will take action on the 2024 Board Meeting Dates at the December 4, 2023 Reorganization Meeting. We are looking for feedback on the dates.

# AGREEMENT

For

***2023-24, 2024-25, 2025-26***

Between

THE BOARD OF SCHOOL DIRECTORS

OF THE

SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT

and

THE SOUTH WILLIAMSPORT AREA EDUCATION ASSOCIATION

***NOVEMBER 6, 2023***

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This Agreement is made and dated this 6<sup>th</sup> day of November, 2023, pursuant to the Public Employee Relations Act, July 23, 1970, Act Number 195 between **THE BOARD OF SCHOOL DIRECTORS OF THE SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT** and **THE SOUTH WILLIAMSPORT AREA EDUCATION ASSOCIATION**.

NOW THEREFORE, the parties agree with each other as follows:

## **Article II. TERM OF AGREEMENT**

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Except as otherwise specified, this Agreement shall take effect July 1, 2023, and shall remain in full force and effect until June 30, 2026. Salaries shall be paid retroactive to the employee's first working day of the 2023-2024 school year.

## **Article III. RECOGNITION**

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The South Williamsport Area School Board (BOARD) recognizes the South Williamsport Area Education Association (SWAEA) as the exclusive representative for collective bargaining for all professional employees included in the bargaining unit as certified by the Pennsylvania Labor Relations Board (PLRB).

## **Article IV. SAVINGS CLAUSE**

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Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he/she may have under the Public School Code of 1949, as amended. The rights granted to professional employees hereunder shall be determined to be an addition to those provided in the Code.

## **Article V. WAGES, HOURS AND CONDITIONS OF EMPLOYMENT**

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### **Section 5.01 PAYROLL SCHEDULE**

Employees covered by this Agreement shall be paid in twenty-six (26) equal installments during this Agreement except when twenty-seven (27) equal installments are required to maintain a biweekly pay schedule. Employees will be notified of the number of pays for the coming school year by August 1. Salary payments will begin with the first pay in September and end with the last pay in August. Any covered employee who is under an educational contract that wishes to be paid all money due upon the completion of the school year (lump sum), must request in writing, by May 31. This lump sum payment will be paid in the second payroll of June.

### **Section 5.02 PAYROLL DUES DEDUCTION**

The Board agrees to deduct the dues for membership in the local, state and national education associations from their employees who authorize, in writing, the Board to do so prior to September 30<sup>th</sup> of each school year. Deductions will begin with the first pay in October. No new dues deduction will be made after this date. All moneys collected will be turned over to the local association. An individual employed after September 30 can authorize dues deduction within 30 days of his/her time of hire. Nothing contained in this paragraph shall be construed to abridge the provisions of Article XIX Severability of this Agreement.

### **Section 5.03 TRAVEL REIMBURSEMENT**

Reimbursement for pre-approved travel shall be paid at the current district rate each month upon receipt of an itemized statement.

### **Section 5.04 LIFE INSURANCE**

The School District will assume the cost of a Fifty Thousand (\$50,000.00) dollar term life insurance policy for the professional employees while in active service during the term of this contract.

### **Section 5.05 HEALTH INSURANCE**

#### **CDHP-1**

The School District will assume payment of insurance for each professional employee and family. The plan is, CDHP-1, which may include benefit changes made by the insurance consortium to conform to regulatory guidelines, to address the availability of new procedures, and to implement carrier-wide plan design changes as determined by the Lycoming County Insurance Consortium (LCIC).

Each employee shall contribute a premium share as follows:

- 2023-2024 – 2.0% of the amount of the tiered rate as set annually by the LCIC.
- 2024-2025 – 2.75% of the amount of the tiered rate as set annually by the LCIC.
- 2025-2026 – 3.0% of the amount of the tiered rate as set annually by the LCIC.

Premium share contributions will be withheld from the first and second pays of each month from the employee pre-tax dollars as per IRS regulations. No premium share will be withheld when a third pay occurs in any month.

### **Section 5.06 INSURANCE OPT-OUT**

Employees may opt-out of the insurance plan. Should an employee choose not to enroll in the district provided health care plan the employee shall receive a one-time \$3,500 payment in lieu of the health plan coverage. The payment shall be processed the second pay in May of each year. Should circumstances change and the employee wishes to enroll in the health care plan they may do so at the first of the month following written notification by the employee to enroll. Any monies received for opting-out will be prorated and reimbursed by the employee.

### **Section 5.07 SECTION 125 PLAN**

The Association and Board agree to establish a Section 125 plan as allowed by law for employees to participate in if desired.

### **Section 5.08 INCOME PROTECTION**

The School District will assume the cost of an income protection plan that will give each professional employee two-thirds (2/3) of his/her monthly salary not to exceed \$3,000 a month as per schedule set forth in the PSEA Group Income Protection Plan. Benefits shall begin at the end of 60 days after the disability begins or upon cessation of sick leave if the sick leave is exhausted more than 60 days after the beginning of the disability. The maximum duration of the benefit is to Social Security Normal Retirement Age.

### **Section 5.09 DENTAL INSURANCE**

The School District will, during the life of this contract, provide dental benefits as indicated in Appendix "B". The dependent dental benefit shall be equal to the coverage provided employees covered by this contract.

### **Section 5.10 WORK DAY**

The teacher's work day is hereby defined as being a maximum of seven (7) hours and thirty-five (35) minutes inclusive of a 30 minute duty free lunch period.

The starting and ending times shall be established annually by June 1 of the preceding year unless an emergency situation arises.

### **Section 5.11 PARENT CONFERENCES**

Teachers shall be willing to meet with parents before and after school for conferences at a mutually agreed upon time that will commence thirty (30) minutes before or after the teacher start or end time.

### **Section 5.12 LENGTH OF DAY**

Teachers shall attend faculty meetings, department meetings and grade-level meetings on an as needed, reasonable basis, not exceed one (1) per month and shall not exceed sixty (60) minutes in length. At least three (3) school days' notice shall be given for such meetings unless an emergency arises.

### **Section 5.13 EXTRA DUTY**

Teachers shall be responsible for one-half (1/2) hour per week or its equivalent for extra duty outside the contract day. On days when employees are assigned such extra duty, the teachers' work day shall not exceed eight (8) hours and five (5) minutes.

### **Section 5.14 LENGTH OF SCHOOL YEAR**

The work year for professional employees shall be scheduled by the School Board and shall be up to a maximum of 182 days in 2022-2023, 183 days in 2023-2024, and 184 days in 2024-2025, of which, up to a maximum of 180 days shall be scheduled as instructional days. In the event any professional employee should provide services for more than 182 work days in 2022-2023, 183 work days in 2023-2024, or 184 days in 2024-2025, as defined in Sections 5.09 and 5.12 above, his/her extra salary for such additional time shall be prorated on a per diem basis. In the event any professional employee should provide services for less than 182 days in 2022-2023, 183 work days in 2023-2024, or 184 days in 2024-2025, excluding absences authorized by this Agreement and specifically including absences due to a teachers' work stoppage, his/her salary for such lost time shall be reduced on a per diem basis.

#### **(a) Professional Day**

One day shall be used immediately prior to the opening of school for administrative purposes relating to the opening of school and for the purposes of teachers preparing their classrooms for the beginning of the school year and for any other necessary preparation to begin the school year.

### **Section 5.15 SALARY SCHEDULE**

Both parties agree that the salary and increments thereto of the employees covered by this Agreement are accurately reflected in Appendix "A" which is attached hereto and made a part hereof.

Professional employees who obtain a Master's Degree, , Master's Degree plus 10, 20 or 30 credits during the term of this Agreement shall have their salary increased effective with the next paycheck following the filing in the Business Office of the credentials evidencing the change of status.

Individuals who hold a Master's Equivalency as of July 1, 2002, plus 10, 20 or 30 credits will continue to be paid on the salary column. Individuals who obtain a Master's Equivalency after July 1, 2002 and before July 1, 2023 will be granted the equivalency of the master's column but will not be eligible for advancement to the plus 10, 20 or 30 credits column placement nor will individuals who have previously been granted master's equivalency plus 10, or 20 column status be granted further movement to the 20 or 30 credit salary columns. Horizontal movement on the plus columns will only be granted for those individuals who holdan earned Master's Degree from a degree granting institution.

A Master's equivalency earned after July 1, 2023 (unless the individual started the Master's equivalency prior to March 1, 2023) shall not entitle the holder to placement on the Master's column. An earned Master's Degree is required for advancement to columns beyond the Master's.

Courses eligible for salary credit beyond Master's shall be graduate level courses, either graduate in-service credits or graduate college credits unless approved by the Superintendent.

## **Section 5.16 PROFESSIONAL DEVELOPMENT**

### **I. General**

- a. The professional growth and development of the teacher does not end with college, but is a continuous process of acquisition of knowledge and learning experience. Adequate professional development cannot be served only through continuous teaching experience.
- b. The school district should provide opportunities for teachers to continue to grow professionally through college course work, seminars, conferences and other specialized trainings. Therefore, provisions should be made in the school budget for this as a legitimate expenditure.
- c. The board delegates the responsibility to approve requests under this program to the superintendent. The criteria for approval will be how the request "benefits and meets the need" of the school district both currently and in the future. This decision is at the discretion of the administration.
- d. The terms of this plan will apply while an employee is on sabbatical leave.
- e. Employees holding scholarship, fellowship, G.I., or other grants shall be eligible to receive tuition reimbursement under this plan, providing they fulfill their full-time duties and obligations with the school district.

### **II. Eligibility**

- a. Professional and temporary professional employees covered by this agreement are eligible for the professional growth program including new employees after their date of hire provided they honor their employment contracts.
- b. Requests must have approval of the superintendent of schools prior to enrollment or registration. Approval by the superintendent will be based on how the course, conference, seminar, or training **benefits and meets the needs** of the district. Only requests given prior approval by the superintendent on the appropriate district "professional growth form" are eligible for reimbursement.

### **III. Annual district allocation**

- a. The district will provide \$55,000 each year of the agreement for the professional growth program to professional staff covered by this agreement. Funds will be made available

on the schedule below. Unused funds from the Fall and Spring will be rolled forward for Summer disbursement.

- i. Fall: August 1 \$25,000
- ii. Spring: December 1 \$20,000
- iii. Summer: April 10 \$10,000

IV. District investment in professional learning

a. Graduate Courses

- i. Professional employees may request funding for graduate course credits from their respective field of education or a school administrative track program.
- ii. The district will annually reimburse the tuition cost for up to nine (9) graduate credits per employee holding a Level I certificate, up to six (6) graduate credits per employee holding a Level II certificate. Employees holding a Masters Degree will be limited to nine (9) graduate credits during the term of the contract. All credits will be reimbursed at actual cost up to the Penn State University graduate tuition rate. The following conditions for awarding of funds will apply:
  - 1. Teachers must apply for permission to take graduate courses. Permission forms to take any course must be emailed to [GRADUATECREDIT@SWASD.ORG](mailto:GRADUATECREDIT@SWASD.ORG).
  - 2. Monies will be distributed through a "first come, first served" process. Only email requests will be accepted. Requests will be accepted August 1 - 5 (Fall), December 1 - 5 (Spring), and April 10 - 15 (Summer).
  - 3. Requests granted approval by the superintendent will be compiled into a list based on the order in which they were received.
- iii. Regardless of the number of credits requested, only three (3) credits will be approved in the following order:
  - 1. Teachers working towards a Level II certificate will be given priority based on the order in which their request was received.
  - 2. If, after granting all Level I teachers that have applied permission to take nine (9) credits there is still money available, requests from teachers possessing a Level II certificate for reimbursement of up to six (6) credits will be granted in the order in which they were received.
- iv. Teachers will be notified of the status of their request.
- v. Any teacher having twenty-four (24) graduate credits will be deemed to be a Level II teacher for the sake of this benefit.

V. Reimbursement / Payment

a. Credit earning coursework

- i. The district agrees to prepay the actual cost of tuition with a maximum of the Penn State graduate tuition rate per credit. Within thirty-days (30) upon course completion, the employee must submit grades for each course. For grades below "C" the employee must reimburse the district 50% the cost of tuition. Incomplete courses must be reimbursed 100%. Reimbursement may be deducted from the employee's pay.

VI. Pay-back for graduate credits

- a. The employee must continue in the employment of the district, except in cases of

involuntary furlough or non-renewal for two (2) school years after the completion date of the course. Any funds dispersed from this fund for the employee becomes payable to the school district if the employee leaves the employment of the school district before the two school years are completed, and may be deducted from such employee's pay according to IRS regulations. Any remaining balance due must be remitted to the district by such employee by the end of the fiscal year in which the employee leaves the district in either a lump sum or a district payment plan, after which the outstanding balance due will be forwarded to the district's collection agency.

**VII. Conferences / seminars / other trainings**

- a. If money remains after fulfilling all requests for graduate credits, the remaining funds will be reserved for requests from teachers to attend conferences, seminars, or other specialized trainings. Upon approval of the superintendent, requests will be awarded on a "first come, first serve basis" until the dollar amount allotted for the term are exhausted.
- b. If approved by the superintendent, the district will pay the registration, lodging, meals, and travel expenses according to district policy.
- c. Reimbursement for conferences may not exceed \$1,000 per employee per school year.
- d. Funds from this program will not be used for district required training.
- e. Conference request by teachers shall follow the procedures in Section 9.09.

**Section 5.17 RETIREMENT BENEFITS**

In order to be eligible for the retirement benefit, the employee must meet all of the following requirements:

**(a) General Requirements:**

- Not have taken a sabbatical leave except for medical reasons in the previous fiscal year, unless given a waiver by the District.
- Submit his/her retirement notification to the Board at least 90 calendar days prior to the effective date of the retirement unless extenuating circumstances exist for the health of the retiree or his/her immediate family.
- Retire not only from the South Williamsport Area School District but also from teaching in the public schools in the Commonwealth of Pennsylvania.
- Is not subject to Permanent Disability Retirement.

**(b) Retirement**

- (i) Option 1 - Have at least 15 years of full-time professional service in the South Williamsport Area School District and be at least 57 years of age.
- (ii) Option 2 - Have at least 30 years of full-time professional service in Pennsylvania's public schools and at least 15 years of full-time teaching service in the South Williamsport School District.

**(c) Benefit:**

The South Williamsport Area School District will provide health insurance coverage for the retiree only. This benefit will continue until the retiree is eligible for coverage under another employer provided or government provided health insurance plan. The benefit may not extend more than eight (8) years beyond the date of retirement for Option 1 or ten (10) years for Option 2.

#### **PSERS Health Benefit**

The retiree will contribute an amount equal to the dollars per month available from the Public School Employees Retirement System as part of the PSERS Health Benefits Package.

Employees, who retire and meet the eligibility requirements above, will receive fifty dollars (\$50) for each unused sick day up to a maximum of 150 days.

### **Section 5.18 SUBSTITUTES**

#### **(a) Compensation**

Long term substitutes (90 consecutive days or more) shall be paid a minimum of \$150 per day during employment with fringe benefits.

If long term substitutes return to the same position for a third consecutive semester they would be paid in accordance with the first step on the salary schedule with prorated fringe benefits.

### **Section 5.19 DIRECT DEPOSIT**

All employees shall be required to use direct deposit of wages.

## **Article VI. MEET AND DISCUSS**

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A Meet and Discuss Committee shall consist of four members appointed by the Board and four members appointed by the negotiating unit. All members of the Committee shall be members of the professional staff or elected School Board members or Administrators of the South Williamsport Area School District. The Meet and Discuss Committee shall meet as prescribed by Act 195 on an as requested basis at a mutually agreed upon time, but not more frequently than once per month during the school term and shall consider only those matters as are considered appropriate under the "Meet and Discuss" provisions of Act 195.

## **Article VII. GRIEVANCE PROCEDURE**

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### **Section 7.01 PURPOSE**

To secure, at the lowest possible level, equitable solutions to the problems, which may arise affecting teachers, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **Section 7.02 DEFINITIONS**

#### **(a) Grievance:**

A grievance is a claim, made by a professional employee or group of professional employees, upon an alleged event or alleged condition arising out of any provision in this Agreement.

**(b) Aggrieved Person:**

An "aggrieved person" is the person or persons making the claim.

**(c) Representation:**

The aggrieved person may be represented with prior written notice, by legal counsel and/or representatives of the South Williamsport Area Education Association at any level in this grievance procedure.

**Section 7.03 PROCEDURE**

The aggrieved person shall present his/her alleged grievance in writing to his/her building principal within 15 calendar days of the occurrence of the matter to be grieved. The building principal shall communicate his/her decision in writing to the aggrieved person within 15 calendar days of receipt of the written statement of the alleged grievance.

An aggrieved person may appeal the Principal's decision or Secondary to the Superintendent of Schools. This shall be done in writing and within 15 calendar days of receipt of the preceding decision. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible within a period not to exceed 25 calendar days. The Superintendent shall communicate his decision in writing along with appropriate reasons to the aggrieved person within the 25 calendar day period. NOTE: The absence of a written decision at any level (up to this point) within the time limits established shall be considered the same as an unfavorable decision and shall permit the aggrieved person to appeal to the next higher level of authority.

The aggrieved person may appeal the decision of the Superintendent of Schools within 25 calendar days of receipt of his decision. The appeal shall be made to the South Williamsport Area School Board. It shall be in writing and shall contain the stated grievance and copies of the written decisions at all levels. Within 15 calendar days of receipt of this appeal, the President of the School Board shall set a time, date and place for a hearing before the Board at which all persons pertinent to the grievance and its disposition shall be present, if possible. This hearing shall be held within 30 calendar days of receipt of the appeal to the School Board. This hearing shall be conducted in executive session. Within 14 calendar days of the conclusion of the hearing the South Williamsport Area School Board shall issue their written decision to all parties in interest.

If the Association is not satisfied with the decision rendered by the South Williamsport Area School Board, it may appeal this decision. This appeal will be made in writing to the South Williamsport Area School Board within seven calendar days of receipt of their written decision. The alleged grievance shall then be submitted to binding arbitration under the conditions and following the procedures in Section 903 of Act 195.

**Article VIII. TEMPORARY LEAVES OF ABSENCE**

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**Section 8.01 JURY DUTY**

When a Professional Employee is called for jury duty, the School District will pay the employee the difference between salary earned in court and the regular salary due him/her as an employee.

## **Section 8.02 PERSONAL LEAVE**

Each full-time Professional Employee shall be credited with three paid personal leave days per year. Any Professional Employee who has unused personal leave days at the end of the school year will have those unused days converted to sick leave days credited to the Professional Employee or may carry over the same for the following year to a maximum of five (5) days in one year. Days in excess of five (5) will convert to sick days.

Personal leave days may not be used during the first two weeks or the last two weeks of the school year except in the case of an emergency which is approved by the Superintendent.

Three days prior notice required for the use of personal leave days except with the approval of the superintendent.

Maximum number of teachers permitted to use personal leave days per day per building is limited to 10% of the bargaining unit staff. The use of personal leave days in an emergency situation with less than the three days notice required in "C".

## **Section 8.03 EMERGENCY DAYS**

One Emergency Day of Leave with pay shall be granted in each year of the contract to each full-time professional employee. An Emergency Day of Leave must be approved by the Superintendent and an Emergency Day of Leave does not accumulate from year to year. The provisions of this section regarding use of emergency days will be followed as included and any past practice regarding use of emergency days will not apply.

Emergency shall be defined as a sudden, unforeseen situation requiring immediate action by an employee to avoid harm to the health or safety of the employee or the employee's immediate family or property (a happening that could not have been planned).

The request for an Emergency Day of Leave, even though approval is given must be in writing stating the nature and reason for the request. This must be in the Superintendents' Office as soon as possible after the fact.

## **Section 8.04 NOTIFICATION OF ACCUMULATED SICK LEAVE**

Professional employees will be notified as to the number of sick days accumulated by the first day of school unless there are extenuating circumstances to prevent this from occurring. The employee may utilize up to five (5) days annually for ill immediate family members. Professional employees receive ten (10) sick days per year. Immediate family is defined as the following persons: husband, wife, significant other, child, parent, or any person residing in the Professional Employee's household.

# **Article IX. MISCELLANEOUS PROVISIONS**

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## **Section 9.01 THE COLLECTION, MAINTENANCE AND DISSEMINATION OF TEACHER RECORDS**

Any material involving an employee that originates within the District and which is placed in the employee's personnel file, shall be available upon reasonable prior written request at the Administrative Office for inspection by the employee involved during free times of the employee.

### **Section 9.02 LEAVE FOR ASSOCIATION BUSINESS**

Prior past practice to continue that an Association Representative will receive two days per year leave for Association Business with cost of substitute paid by the District. Request to be made to the Superintendent's Office at least one week prior to the Board meeting immediately preceding the Association Business Leave Day.

### **Section 9.03 MATERIALS**

The School District will use its best efforts to have supplies requisitioned by teachers available to them at the beginning of the school term. All teachers shall be notified within a reasonable period of time when materials requisitioned by them are not approved.

### **Section 9.04 NON-DISCRIMINATION**

The Board of School Directors of the South Williamsport Area School District is presently adhering to and will continue to adhere to the federal and state statutes regarding this point.

### **Section 9.05 NOTIFICATION OF TEACHING SCHEDULES**

The professional employees will be notified in writing of their teaching schedule for the upcoming school year by August 1, of each year, unless there are extenuating circumstances to prevent this from occurring. This schedule, however, will be subject to change caused or due to all matters, which arise after the date notice is given.

### **Section 9.06 BULLETIN BOARDS**

The Association shall have in each school building the use of a bulletin board in each faculty lounge so long as it meets with the following criteria:

- Approval by the Principal.
- Any replacement paid for by the Association.
- Installed by the Board's personnel when purchased by the Association.
- Notices restricted to Association meetings, Association elections and results, Association educational programs, and SWAEA, PSEA and NEA business so long as not of a scandalous or impertinent nature.

### **Section 9.07 MAIL FACILITIES AND MAILBOXES**

The Association shall have the right to use the Inter-school mail and email facilities and school mailboxes and computers so long as the Association is responsible for seeing that the material sent through the mails are not littered, confines the use of mail facilities to Association business and does not consist of items of a scandalous or impertinent nature.

### **Section 9.08 TRAVEL ALLOWANCE**

Professional employees shall be paid travel allowance for authorized travel at the current school district rate. Travel within the district shall be computed starting with the school of the first assignment in the morning and ending at the school of the last assignment of the day. Itemized statements of travel claims must be submitted monthly. Travel outside the district, but within Lycoming County may be included on the above statement. All other travel must be pre-approved on forms provided by the district and shall be reimbursed when the proper claim is made.

## **Section 9.09 PROCEDURES FOR CONFERENCE REQUEST**

Following procedures set forth in Section 5.15 Professional Development, the applicant prepares conference request in writing and the request must include the following information on the designated district form containing:

**(a) Basic Conference Information:**

Name of applicant, name of conference, date(s) of conference, and location of conference

**(b) Estimated Costs**

Estimate cost of conference (please itemize according to the categories of transportation, registration, meals, lodging, substitute, other). NOTE: There will be no advance payments, except for travel expenses in excess of \$200.

**(c) Rationale:**

The following areas will represent the major considerations for approving a conference request

- The relationship of the conference objectives to sound educational rationale.
- The relationship between the conference program, applicant's professional growth, and his/her role in the school district.
- The relationship of the conference program to district priorities as well as the goals of the Pennsylvania Department of Education for Educational Quality Assessment.

**(d) Submission**

After the above information is prepared, the request shall be submitted to the applicant's immediate superior for review, i.e., teachers to Principals.

**(e) Review**

The superior will review the conference request and supporting rationale as described above.

If the superior disapproves the conference request, it will be returned to the applicant in writing with reasons for such disapproval. If the applicant of such request desires, the conference request and its disapproval will be sent to the Superintendent for re-evaluation by the Superintendent.

The Superintendent will review the request, supporting rationale and reasons for attending the conference and may approve or disapprove based on the criteria above or in Section 5.15 Professional Development.

**(f) Summary Report**

All employees must submit a report on the conference within 10 working days following their return. These reports are to be sent to the Office of the Superintendent.

## **Section 9.10 CONFERENCE FEES ADVANCEMENT**

Individuals requesting advancement shall provide the Business Office with receipted registration fees, transportation tickets and lodging expenses. It is the intent to reduce the unreasonableness of having people wait for reimbursement after attending conferences or spending sums of money in excess of \$30.00 for reservations a month or two in advance of a conference.

## **Article X. SENIORITY**

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The district wide seniority of an employee shall be considered as the period beginning on the first working day of the employee's uninterrupted continuous employment. Seniority shall be considered as having been interrupted only by resignation, retirement or termination of employment.

### **Section 10.01 DETERMINATION**

Seniority shall be determined on the basis of the school year or the number of days worked if less than one school year. An employee who worked more than the normal school year shall not be credited with any more seniority than an employee who works the normal year.

### **Section 10.02 INTERRUPTION OF SERVICE**

An employee whose service is involuntarily interrupted or interrupted by an approved leave of absence shall continue to accrue seniority during such interruption for the purpose of computing seniority for furlough and recall purposes. An employee recalled to part-time work shall continue to accrue full seniority, the same as if he had not been recalled for part-time work.

### **Section 10.03 SENIORITY LIST**

The School District will create and maintain a seniority list for all bargaining unit employees. Such list shall include the employee's first working day, continuous length of employment, the employee's areas of professional certification, the highest degree held and the present step on the contractual salary schedule. This list shall be distributed to all bargaining unit members by May. Employees shall have 30 calendar days after receipt of the list to notify the employer of any disagreement with such list. If the employee does not respond to the employer within 30 days, the employee's placement on the seniority list shall be irrevocable.

### **Section 10.04 ORDER OF SENIORITY**

Whenever two employees have the same "first working day" so that their seniority would commence at the same time, their order of seniority shall be determined by lot by a procedure, approved by the Association. Once the determination is made by lot, such determination shall establish their position for seniority purposes for the balance of their employment. Tenured employees shall be considered more senior to non-tenured employees having identical seniority as defined by this Agreement.

### **Section 10.05 SENIORITY FOR PART-TIME EMPLOYEES**

Seniority shall be prorated for part-time employees or those employed regularly for less than a normal year based on the actual time worked.

## **Article XI. TRANSFERS**

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Prior to transferring a teacher from one building to another, the Superintendent shall meet with the transferee and his/her association representative to discuss the reasons for the transfer. Employee may decline association representation. Concerns and suggestions from the transferee will be considered prior to making a final recommendation. After the transfer decision is finalized, the transferee will receive a written explanation from the superintendent detailing the reasons for transfer within fourteen (14) days.

## **Article XII. JUST CAUSE**

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No teacher shall be reduced in rank or compensation, suspended or dismissed without reasonable and just cause. For the purpose of this Just Cause clause suspended would not be taken to mean furloughed.

## **Article XIII. PARENTAL LEAVE**

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Professional and temporary professional female employees of the South Williamsport Area School District shall be provided with leave related to child-bearing and child-rearing which shall be considered parental leave under the following provisions:

### **Section 13.01 CHILD-BEARING LEAVE**

Child Bearing leave shall be deemed a medical disability and any portion of that leave taken by a female employee may be charged to her accumulated sick leave.

### **Section 13.02 CHILD-REARING LEAVE**

A child-rearing leave shall be granted to:

Teachers at the conclusion of a child-bearing leave.

Teachers who are parents of new-born infants, or who become parents of an adopted child of preschool age, immediately following the infant's birth or adoption.

### **Section 13.03 PROCEDURES**

The following guidelines shall be observed

The employee shall submit a written request for child-rearing leave to the Board no later than sixty (60) days prior to commencement of such leave unless medical complications necessitate an earlier date. In the case of adoption, the written request shall be as soon as possible.

If both parents are employees of the district, only one (1) shall be entitled to additional child-rearing leave after the conclusion of any FMLA leave required by law.

Parental leave shall not exceed a maximum of one (1) calendar year.

Child-rearing leave shall be without pay.

Pregnancy related disabilities will be treated in the same manner as other temporary disabilities. Therefore, an employee is entitled to use accumulated sick leave for the period of time she is disabled because of pregnancy, childbirth or abortion. Disability shall be affirmed by a statement from a physician.

The employee shall, upon making a request for parental leave, indicate the anticipated date of return from leave. Once the date has been approved, it can be changed only by mutual consent of the employee and the Board. Following the birth of the child, the employee shall reaffirm her intention of returning as scheduled.

On returning to service from parental leave, the employee shall be returned to the same position occupied prior to the leave unless the previous position does not exist. In the event the previous position has been abolished, the employee will be returned to a position for which properly certified. Upon returning from leave, the employee will be placed in the same position on the salary schedule as on prior to the granting of the leave.

The School District shall continue the payment of health insurance hospitalization group benefits for the employee while on child-bearing leave up to 12 weeks from the start of the leave. The employee shall continue to contribute the negotiated premium share during this 12-week period. At the conclusion of the 12-week period, the employee shall have the option to pay the full premiums at the group rate in order to continue coverage.

In case of incomplete pregnancy or death of the child, an application for return to duty may be considered at an earlier date than those specified above. Upon the recommendation of the employee's physician, the Board shall allow return.

## **Article XIV. PREPARATION TIME**

---

All professional employees shall have an uninterrupted preparation period each day, except in the cases of an emergency staffing need, such as the lack of qualified substitutes to cover absences of regular employees. The administration shall assign coverage in an equitable and fair manner in the event of an emergency. The amount of preparation time shall be no less than:

### **Section 14.01 PREPARATION TIME BY BUILDING**

- 35 minutes for Central Elementary School
- 30 minutes for Rommelt Elementary School
- One normal class period for the Junior / Senior High School

## **Article XV. HOMEBOUND INSTRUCTION**

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Homebound instruction shall be paid at the rate of twenty-five dollars (\$25.00) per hour.

## **Article XVI. RESIDENCY**

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There shall be no attempt on the part of the School District to unilaterally impose a residency requirement on members of the bargaining unit during the term of this contract.

## **Article XVII. REQUEST FOR TRANSFER**

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Request for a professional employee for a change in teaching assignment shall be made in writing, one copy of which shall be filed with the Superintendent. The application shall state the reasons for the change, the school, grade or position sought, and applicant's academic qualifications. Such reasons must be submitted prior to April 1 of any given year.

## **Article XVIII. USE OF SCHOOL BUILDINGS**

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The use of school buildings shall be granted to the Association providing: (1) they follow the adopted Board policy and maintain an orderly meeting area; (2) that meetings cannot be held on school time; (3) that meetings cannot interfere with pre-arranged school activities; and (4) that meetings must have prior approval of the building Principal.

## **Article XIX. MEMBERSHIP**

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### **Section 19.01 MEMBERSHIP**

The Association further agrees to extend to all non-members the opportunity to join the Association.

### **Section 19.02 LEGAL ACTION**

If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.

### **Section 19.03 HOLD HARMLESS**

The Association agrees in any action so demanded, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the School district or as a result of the School District's failure to properly perform its obligations under this Article.

## **Article XX. SEVERABILITY**

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If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting. Should any provision of this Agreement be deemed invalid, then and in that case, a reopening of negotiations will occur concerning such provision, but all other provisions or application shall continue in force and effect.

## **Article XXI. NO STRIKE/NO LOCKOUT PROVISION**

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Both parties agree to faithfully abide by the provision of the Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of the Agreement, to which the parties have agreed, the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195), during the period of this Agreement, and the Board pledges that it will not conduct or cause to be conducted, a lock-out during the term of this Agreement.

## **Article XXII. SCOPE OF AGREEMENT**

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Both parties to this Agreement agree that they have fully bargained with respect to all items which were negotiated between the parties, and both parties agree that during the term of this Agreement there shall be no further negotiations with respect to any subject or item contained in this Agreement or negotiated in arriving at this Agreement. Nothing contained in this paragraph shall be construed in any way so as to prevent the negotiation of a successor contract.

IN WITNESS WHEREOF, the parties have set their hands and seals this 9<sup>th</sup> day of November, 2023

BOARD OF SCHOOL DIRECTORS

SOUTH WILLIAMSPORT AREA

SOUTH WILLIAMSPORT AREA

EDUCATION ASSOCIATION

SCHOOL DISTRICT

By \_\_\_\_\_ By \_\_\_\_\_  
Board President Association President

By \_\_\_\_\_ By \_\_\_\_\_  
Board Secretary Association Secretary

**SOUTH WILLIAMSPORT EA 2023-24 SALARY SCHEDULE**

<b>STEP</b>	<b>BACHELOR</b>	<b>MASTER</b>	<b>M + 10</b>	<b>M + 20</b>	<b>M + 30</b>
<b>1</b>	<b>48,053</b>	<b>51,353</b>	<b>52,103</b>	<b>52,853</b>	<b>53,603</b>
<b>2</b>	<b>49,878</b>	<b>53,178</b>	<b>53,928</b>	<b>54,678</b>	<b>55,428</b>
<b>3</b>	<b>51,703</b>	<b>55,003</b>	<b>55,753</b>	<b>56,503</b>	<b>57,253</b>
<b>4</b>	<b>53,528</b>	<b>56,828</b>	<b>57,578</b>	<b>58,328</b>	<b>59,078</b>
<b>5</b>	<b>55,353</b>	<b>58,653</b>	<b>59,403</b>	<b>60,153</b>	<b>60,903</b>
<b>6</b>	<b>57,178</b>	<b>60,478</b>	<b>61,228</b>	<b>61,978</b>	<b>62,728</b>
<b>7</b>	<b>59,003</b>	<b>62,303</b>	<b>63,053</b>	<b>63,803</b>	<b>64,553</b>
<b>8</b>	<b>60,828</b>	<b>64,128</b>	<b>64,878</b>	<b>65,628</b>	<b>66,378</b>
<b>9</b>	<b>62,653</b>	<b>65,953</b>	<b>66,703</b>	<b>67,453</b>	<b>68,203</b>
<b>10</b>	<b>64,478</b>	<b>67,778</b>	<b>68,528</b>	<b>69,278</b>	<b>70,028</b>
<b>11</b>	<b>66,303</b>	<b>69,603</b>	<b>70,353</b>	<b>71,103</b>	<b>71,853</b>
<b>12</b>	<b>68,128</b>	<b>71,428</b>	<b>72,178</b>	<b>72,928</b>	<b>73,678</b>
<b>13</b>	<b>69,953</b>	<b>73,253</b>	<b>74,003</b>	<b>74,753</b>	<b>75,503</b>
<b>14</b>	<b>71,778</b>	<b>75,078</b>	<b>75,828</b>	<b>76,578</b>	<b>77,328</b>
<b>15</b>	<b>73,603</b>	<b>76,903</b>	<b>77,653</b>	<b>78,403</b>	<b>79,153</b>

**SOUTH WILLIAMSPORT EA 2024-25 SALARY SCHEDULE**

<b>STEP</b>	<b>BACHELOR</b>	<b>MASTER</b>	<b>M + 10</b>	<b>M + 20</b>	<b>M + 30</b>
<b>1</b>	<b>50,089</b>	<b>53,389</b>	<b>54,139</b>	<b>54,889</b>	<b>55,639</b>
<b>2</b>	<b>51,889</b>	<b>55,189</b>	<b>55,939</b>	<b>56,689</b>	<b>57,439</b>
<b>3</b>	<b>53,689</b>	<b>56,989</b>	<b>57,739</b>	<b>58,489</b>	<b>59,239</b>
<b>4</b>	<b>55,489</b>	<b>58,789</b>	<b>59,539</b>	<b>60,289</b>	<b>61,039</b>
<b>5</b>	<b>57,289</b>	<b>60,589</b>	<b>61,339</b>	<b>62,089</b>	<b>62,839</b>
<b>6</b>	<b>59,089</b>	<b>62,389</b>	<b>63,139</b>	<b>63,889</b>	<b>64,639</b>
<b>7</b>	<b>60,889</b>	<b>64,189</b>	<b>64,939</b>	<b>65,689</b>	<b>66,439</b>
<b>8</b>	<b>62,689</b>	<b>65,989</b>	<b>66,739</b>	<b>67,489</b>	<b>68,239</b>
<b>9</b>	<b>64,489</b>	<b>67,789</b>	<b>68,539</b>	<b>69,289</b>	<b>70,039</b>
<b>10</b>	<b>66,289</b>	<b>69,589</b>	<b>70,339</b>	<b>71,089</b>	<b>71,839</b>
<b>11</b>	<b>68,089</b>	<b>71,389</b>	<b>72,139</b>	<b>72,889</b>	<b>73,639</b>
<b>12</b>	<b>69,889</b>	<b>73,189</b>	<b>73,939</b>	<b>74,689</b>	<b>75,439</b>
<b>13</b>	<b>71,689</b>	<b>74,989</b>	<b>75,739</b>	<b>76,489</b>	<b>77,239</b>
<b>14</b>	<b>73,489</b>	<b>76,789</b>	<b>77,539</b>	<b>78,289</b>	<b>79,039</b>
<b>15</b>	<b>75,289</b>	<b>78,589</b>	<b>79,339</b>	<b>80,089</b>	<b>80,839</b>

**SOUTH WILLIAMSPORT EA 2025-26 SALARY SCHEDULE**

<b>STEP</b>	<b>BACHELOR</b>	<b>MASTER</b>	<b>M + 10</b>	<b>M + 20</b>	<b>M + 30</b>
<b>1</b>	<b>53,165</b>	<b>56,465</b>	<b>57,215</b>	<b>57,965</b>	<b>58,715</b>
<b>2</b>	<b>54,865</b>	<b>58,165</b>	<b>58,915</b>	<b>59,665</b>	<b>60,415</b>
<b>3</b>	<b>56,565</b>	<b>59,865</b>	<b>60,615</b>	<b>61,365</b>	<b>62,115</b>
<b>4</b>	<b>58,265</b>	<b>61,565</b>	<b>62,315</b>	<b>63,065</b>	<b>63,815</b>
<b>5</b>	<b>59,965</b>	<b>63,265</b>	<b>64,015</b>	<b>64,765</b>	<b>65,515</b>
<b>6</b>	<b>61,665</b>	<b>64,965</b>	<b>65,715</b>	<b>66,465</b>	<b>67,215</b>
<b>7</b>	<b>63,365</b>	<b>66,665</b>	<b>67,415</b>	<b>68,165</b>	<b>68,915</b>
<b>8</b>	<b>65,065</b>	<b>68,365</b>	<b>69,115</b>	<b>69,865</b>	<b>70,615</b>
<b>9</b>	<b>66,765</b>	<b>70,065</b>	<b>70,815</b>	<b>71,565</b>	<b>72,315</b>
<b>10</b>	<b>68,465</b>	<b>71,765</b>	<b>72,515</b>	<b>73,265</b>	<b>74,015</b>
<b>11</b>	<b>70,165</b>	<b>73,465</b>	<b>74,215</b>	<b>74,965</b>	<b>75,715</b>
<b>12</b>	<b>71,865</b>	<b>75,165</b>	<b>75,915</b>	<b>76,665</b>	<b>77,415</b>
<b>13</b>	<b>73,565</b>	<b>76,865</b>	<b>77,615</b>	<b>78,365</b>	<b>79,115</b>
<b>14</b>	<b>75,265</b>	<b>78,565</b>	<b>79,315</b>	<b>80,065</b>	<b>80,815</b>
<b>15</b>	<b>76,965</b>	<b>80,265</b>	<b>81,015</b>	<b>81,765</b>	<b>82,515</b>

## Appendix B Dental Insurance

Prepared for  
SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT

Dental Services	Paid by Delta	Paid by Patient
DIAGNOSTIC	100%	0%
PREVENTIVE	100%	0%
BASIC RESTORATIVE	100%	0%
MAJOR RESTROATIVE	50%	50%
ORAL SURGERY	100%	0%
ENDODONTICS	100%	0%
PERIODONTICS	75%	25%
PROSTHODONTICS	50%	50%
DENTURE REPAIR	100%	0%
SUPER PREVENTATIVE	100%	0%

Maximum - \$1,250 per person per contract year.

Eligible dependent children are covered to age 19, unless they are students in a bonafide institution of higher education, in which case, eligibility is extended to age 23. Mentally retarded dependent children are eligible for dental care under the program regardless of age, as are physically incapacitated children who are incapable of self-support.

## COOPERATIVE SPORTS AGREEMENT

**A. Introduction and purpose of agreement**

The intent of this agreement is to provide cooperative sponsorship in the sport of interscholastic girls wrestling for the student-athletes of South Williamsport Area School District and Williamsport Area School District. The cooperative sponsorship agreement is for both, the Junior High Girls Wrestling program and the High School Girls Wrestling program.

We feel that participation in interscholastic athletics is an important part of the educational process. The introduction of this cooperative sponsorship agreement will allow more students to participate in a meaningful and beneficial school program.

**B. Timeline for Implementation**

This agreement will be approved by the Williamsport Area School District Board of School Directors and the South Williamsport Area School District Board of School Directors. The agreement will then be presented to the PIAA District IV Committee for their approval. If the agreement is approved by the District IV Committee, it will then be submitted to the PIAA Board of Directors before November 17, 2023. The agreement will take effect for the 2023-24 winter wrestling season and remain in force for a minimum of two years, and as long thereafter as the cooperating schools mutually agree and are in compliance with PIAA enrollment requirements.

**C. Administration responsibility, liability and insurance**

The Williamsport Area School District will be responsible for administering the program on a yearly basis, operating under the name of Williamsport Area School District. Student-athletes from South Williamsport Area School District participating with the Williamsport team will be required to have a winter season physical at South Williamsport. These students will be covered under South Williamsport's student-athlete policies and be certified as eligible by the South Williamsport Area Junior/Senior High School principal.

**D. Team Name and Uniforms**

The team will operate under the name of Williamsport Area School District; using the Williamsport facility for practices and competitions as well as equipment and supplies provided by Williamsport. All students participating on this team will wear the Williamsport team uniform, in accordance with PIAA rules and regulations.

E. **Financial Arrangements**

The South Williamsport Area School District students participating on the girls wrestling team will be assessed a per student fee of \$500 per student per year, the yearly cost for a Williamsport student participating on the team. The cost could change from year to year, depending on the cost of operating the program.

F. **Staffing**

The Williamsport Area High School principal and athletic director will determine the coaching staff as approved by the Williamsport Area School District Board of School Directors. The coaches will be listed and approved as Williamsport Area School District coaches.

G. **Operating Procedures**

Student-athletes competing under this sponsorship agreement will become athletes of Williamsport Area School District. Therefore, they will be governed by the policies, rules and regulations of Williamsport Area School District.

H. **Facilities**

This agreement will allow the students of South Williamsport Area Junior/Senior High School to compete at the Williamsport Area High School. All practices and home competitions will be held at the Williamsport Area High School.

I. **Transportation**

Williamsport Area School District will arrange for transportation to all away competitions. The South Williamsport student-athletes will be responsible for their own transportation to and from the Williamsport Area High School for practices and competitions.

**SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT**  
**2024 OPEN SCHOOL BOARD MEETINGS**  
**6:00 P.M.**  
**HIGH SCHOOL LIBRARY**

Monday, December 4, 2023 – Reorganization Meeting	
<b>Work Session</b>	<b>Regular Meeting</b>
Monday, January 8, 2024	Monday, January 22, 2024
	Monday, February 12, 2024
Monday, March 4, 2024	Monday, March 18, 2024
Monday, April 8, 2024	Monday, April 22, 2024
Monday, May 6, 2024	Monday, May 20, 2024
Monday, June 3, 2024	Monday, June 24, 2024
	Monday, July 15, 2024
	Monday, August 19, 2024
	Monday, September 9, 2024
Monday, October 7, 2024	Monday, October 21, 2024
Monday, November 4, 2024	Monday, November 18, 2024
Monday, December 2, 2023 – Reorganization Meeting	

**Note:** If another Board meeting is required within a certain month, a special meeting date will be set.

Board approval: