



**RECOGNITION AGREEMENT AND
MASTER CONTRACT BETWEEN**

**THE BOARD OF EDUCATION OF THE
FAIRVIEW SCHOOL DISTRICT AND**

THE FAIRVIEW EDUCATION ASSOCIATION

2022-2023 through 2025-2026

RECOGNITION AGREEMENT

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2022-2023 through 2025-2026

**RECOGNITION AGREEMENT
FAIRVIEW BOARD OF EDUCATION
AND
FAIRVIEW EDUCATION ASSOCIATION**

The Board of Education of Fairview hereby adopts the following agreement covering recognition of a teacher organization and the methods by which negotiations shall take place with said organization.

ARTICLE I AGREEMENT

This agreement made and entered in this 20th day of April, 1971, by and between the School Board of Fairview (hereinafter referred to as the "Board") and the Fairview Education Association (hereinafter referred to as the "Association").

ARTICLE II PHILOSOPHY

The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each student attending the Fairview Schools an effective educational program. The Board recognizes that teaching is a profession; the Board and the Association believe that the objectives of the education program are realized to a high degree when mutual understanding, cooperation, and effective communications exist between the Board and its teaching staff.

ARTICLE III RECOGNITION

The Board recognizes the Association as the exclusive representative of the members of the unit in compliance with the procedures established in Section 602 A.B. of Act 195 – Public Employee Relations act. The Board, in order to recognize a teacher organization as exclusive representative of teaching personnel, and to jointly submit a request for certification by the Pennsylvania Labor Relations Board, requires satisfactory evidence that the organization is in fact one that represents a majority of such employees. Such evidence shall be in the form of a notarized membership list. By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the teachers in the District, the Board hereby recognizes the Association as the official negotiating agent for all regularly employed, full-time classroom teachers under regular contract employed by the District, and for Librarians, Guidance Counselors, and Nurses and agrees to jointly seek recognition from the Pennsylvania Labor Relations Board.

For purposes of this Article, the Association is recognized as the official negotiating agent for personnel in the above listed categories who are on authorized sabbatical or maternity leave(s). Also specifically excluded are persons who meet the definition of "Supervisor" or "confidential Employee" in Section 301(2) and (13) of Act 195. This recognition shall continue in effect so long as the Association's active membership contains more than fifty (50) percent of the total employees in the negotiating unit, or until there is a question raised in accordance with Section 602(B) of Act 195. In such event, the Board and the Association will submit to the provisions of Article VI of Act 195 entitled "Representation." The

Association shall submit to the Board by November 1 of each year a list of the active members of the Association.

ARTICLE IV RIGHTS OF PROFESSIONAL EMPLOYEES

A. The Board hereby agrees that every employee shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the Commonwealth of Pennsylvania, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by this agreement, or the laws of the Constitution of the Commonwealth of Pennsylvania and the United States; that it shall not discriminate against any teacher with respect to any terms or conditions of employment by reason of his/her membership in Association or its affiliates, his or her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment or professional practice.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under Act 195, or other applicable laws and regulations.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the adopted grievance procedure.

D. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice for the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview. Any accrued or deferred earnings will be paid to an employee who is suspended pending charges, such earnings will be paid at the next following regular pay period.

E. Every employee shall be entitled to full rights of citizenship and no religious or political activities of any such employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attentions of the Board, except as it may be proven to adversely affect the educational program.

ARTICLE V AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment for members of the negotiating unit. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Fairview School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE VI PROCEDURES FOR CONDUCTING NEGOTIATIONS

The parties shall meet for the purpose of commencing negotiations on or before January 10 of the year in which this agreement expires. The negotiation of a successor agreement shall be governed by applicable provisions of Article XI-A of the Public School Code (Act 88).

ARTICLE VII IMPLEMENTATION AND AMENDMENT

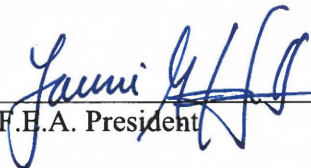
This recognition agreement shall become effective upon its approval by the Association and the Board. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

BOARD OF EDUCATION OF THE FAIRVIEW SCHOOL DISTRICT

BY: _____
Board President

DATE: 5/8/2022

FAIRVIEW EDUCATION ASSOCIATION

BY: _____
F.E.A. President

DATE: 5/11/2022

**CONTRACT
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ARTICLE I

RECOGNITION

The Fairview Education Association, hereinafter called the bargaining agent and/or The Association, is hereby recognized by the Board of Education of the Fairview School District, hereinafter called the Board and/or Employer, as the bargaining agent for all regularly employed, full-time classroom teachers under regular contract, nurses, librarians, and guidance counselors, hereinafter referred to as Professional Employees, under the conditions of Public Employee Relations Act (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. The application of this Agreement is limited to members of this bargaining unit and the terms teacher, Professional Employee, or similar terms used hereinafter, shall mean members of this bargaining unit only.

ARTICLE II

OPERATION OF SCHOOL SYSTEM

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Relations Act (Act 195). 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 the Agreement.

Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the school, and the direction of employees are vested, in accordance with the School Laws of Pennsylvania, exclusively in the Board.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. GRIEVANCE

A "grievance" shall mean a claim by a Professional Employee(s) that there has been a violation, misinterpretation, or misapplication of this Agreement.

2. DAYS

The term "days," when used in this article, except where otherwise indicated, shall mean pupil school days. The term "pupil school days" shall mean all days when pupils are in attendance.

B. GENERAL PROCEDURES

1. DAYS

The number of days indicated at each step in the grievance process should be considered a maximum. Every effort should be made to expedite the process. Starting with Step Two, all correspondence will either be sent via certified mail or personally served. When personally served, such correspondence shall be signed and dated by the appropriate party or parties being served.

2. UNOBSTRUCTED USE

It shall be the policy of the Board to assure to every Professional Employee the unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any matter relating to their professional or employment status.

3. ASSISTANCE

An Employee may seek and be assisted by a representative of the bargaining agent in the presentation of and/or for appeal of any grievance. Such assistance shall include, but not be limited to, the direct representation of an Employee at all steps of the grievance procedure.

4. CONSTITUTIONAL RIGHTS

Nothing contained in this grievance procedure shall be construed to deny Employees their constitutional rights.

5. SPECIFIED TIME LIMITS

The failure of an Employee to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator at any step to communicate his decision to the Employee within the specified time limits shall permit the employee to proceed to the next step. All time limits may be extended by mutual agreement in writing.

6. LEGAL COSTS

Costs for professional legal counsel incurred by Employees shall be borne by the Employee issuing the grievance unless assumed by the Association. Costs for

professional legal counsel incurred by the Employer shall be borne by the Employer.

C. PROCEDURES

1. STEP ONE

(a) Presentation (written):

Any Employee or group of employees or the Association may file a grievance. All grievances are to be filed with the grievant's building administrator unless that administrator did not initiate the action which is the subject of the grievance. In this case it should be filed at step 2. In the event that a grievance is filed by the Association without the signed consent of a specific aggrieved party, the grievance must be approved by a majority of the Association's Executive Committee prior to being submitted. Such grievance must be made in writing on the mutually agreed upon form provided by the Employer, hereinafter called the Grievance Report and attached to this contract as "Exhibit A." The grievance must include the Articles, Sections, Subsections of the Agreement that have allegedly been violated. The Employee may appear alone or with a representative(s) of the Association. Presentation of the grievance must be made within 20 days of the time when the Employee could reasonably be expected to have knowledge of the grievance.

(b) Decision

Within five (5) days of the receipt of the grievance, the building administrator shall inform the Employee of his/her decision and shall provide the same with a statement in writing of the reason. This will be done on the grievance form and any additional pages needed to complete the answer.

2. STEP TWO

(a) Adverse Decision Appeal

The aggrieved Employee may, within seven (7) days of his receipt of the building administrator's decision, appeal an adverse decision to the Superintendent. The appeal shall be continued on the form provided for in Step One and shall set forth specifically the grievance asserted and its disposition at Step One. If a representative is to appear, his/her name shall be designated in the written appeal if it is not designated in the initial grievance.

(b) Hearing

Within seven (7) days of said written appeal, the Superintendent, or his/her designated representative, shall conduct a hearing. The bargaining unit member shall be given five (5) days' notice of the date, place and time of said hearing, which time shall run from the date of personal service upon the President or grievance chairman of the Association, and grievant, or service upon same by United States mail, return receipt requested, whichever first occurs.

(c) Hearing Participants

The building administrator of the Employee who rendered a decision in Step One shall be given notice and the opportunity to be present and participate in the hearing.

(d) Decision

Within seven (7) days of the hearing, the Superintendent shall provide to the Employee a written decision which shall include the reasons for the decision on the Grievance Report form.

3. STEP THREE

(a) Board Hearing Request

The aggrieved Professional Employee may, within seven (7) days of receiving notification of the Superintendent's written decision under Step Two, request a hearing before a committee of the Board consisting of at least three (3) Board members. The Committee so appointed shall hold a hearing within ten (10) calendar days of their appointment by the Board President. The bargaining unit member shall be given five (5) calendar days' notice of the date, place and time of said hearing, which time shall run from the date of personal service upon the President or grievance chairman of the Association and grievant or service upon the within named parties by United States certified mail, return receipt requested, whichever first occurs.

(b) Participants

The requirements, with respect to notice to the building administrator, are to be the same as set forth in Step Two, except like notice and opportunity to participate shall be given to the Superintendent.

(c) Board Decision

Within seven (7) calendar days of the hearing, the Board shall inform the President of the Association or grievance chairman of the Association and

the grievant of its written decision and the reasons for the decision on the Grievance Report form.

4. **STEP FOUR**

(a) **Arbitration**

The aggrieved Employee may request that the Association proceed to arbitration. Within 15 days of the Association's receipt of notification of the Board's decision, The Association's Board of Directors shall make the final decision whether to proceed to arbitration and shall notify the Superintendent. The Association and the Board shall mutually agree on an impartial arbitrator. If they fail to agree on an arbitrator within five (5) working days, the American Arbitration Association will be asked to submit the names of seven (7) arbitrators. The Association shall strike one name from the list first and the Board shall then strike one name from the list. The Association shall strike a second name from the list and the Board shall then strike a second name from the list. The Association shall strike a third name from the list and the Board shall then strike a third name from the list. The last name remaining on the list will be the Arbitrator. Each party shall be responsible for 50% of the expense of said Arbitration.

(b) **Governing Procedure**

The Arbitration Act of 1927, of the Commonwealth of Pennsylvania, shall control this arbitration provision and the resulting proceedings.

ARTICLE IV

**ECONOMIC CONSIDERATIONS AND
PROFESSIONAL COMPENSATION**

A. **BASIC SALARIES**

For the 2022-23 through 2025-26 school years, Professional Employees shall be paid in accordance with the schedules set forth in Appendix A.

In addition to the salary schedules, the parties have produced a listing of current employees and their base pay for 2022-23. This list is part of this Agreement and incorporated by reference.

B. REIMBURSEMENT FOR APPROVED PROFESSIONAL DEVELOPMENT ACTIVITIES

1. Employees shall be reimbursed for all costs incurred in the pursuit of approved development activities, including approved in-service courses, conferences, workshops, seminars, and other educational meetings.
2. During the term hereof, bargaining unit members shall be reimbursed for the actual tuition cost, up to the then prevailing rate charged by the Commonwealth System of Higher Education, for each credit for those approved courses completed. This reimbursement shall be made subject to all of the following conditions being met:
 - (a) The bargaining unit member must receive at least a "B" in a graded course or a "Satisfactory" in a non-graded course.
 - (b) The bargaining unit member must provide evidence of completion of each course and a copy of receipt for registration when reimbursement is requested.
 - (c) Reimbursement requests must be made within sixty (60) days after the completion of the course. Reimbursement will be made after the above requirements have been met and payment is approved by the Board.
 - (d) Courses must be at the graduate level and in the area of the bargaining unit member's certification, or in the area of Administration and/or Guidance. Courses may be taken in-person or on-line from accredited colleges or universities. Additional courses may be approved at the sole discretion of the Superintendent.
 - (e) The bargaining unit member must receive written approval from the Superintendent.
 - (f) Application must be made to the Superintendent in advance, but no more than 60 days prior to the course start date for all credits where reimbursement is being sought.
 - (g) No more than 12 credit hours per person per District fiscal year will be reimbursed. In the event that more than 12 credits would be necessary to complete a mandatory certification, special request may be made to the Superintendent and that request, unless determined to be unwarranted or unreasonable, will be granted.
 - (h) The total amount spent by the District for credit reimbursement under Article IV will not exceed \$150,000 per District fiscal year.
 - (i) Employees who voluntarily terminate their employment with the District must pay back to the District all amounts they were reimbursed under

Article IV during the one (1) year period preceding their termination date. This does not apply if the teacher's employment terminates due to retirement, furlough, dismissal or if the teacher remains employed by the District in another capacity other than a teacher. The Superintendent will review any voluntary terminations with mitigating circumstances on a case by case basis and will have the discretion to waive the repayment provision.

C. LIABILITY INSURANCE

The Board will maintain a minimum of \$100,000 in liability insurance for the protection of its Professional Employees involving the performance of their duties.

D. HEALTH INSURANCE AND BENEFITS

1. The Board will provide dental and vision insurance benefits and coverages as summarized in Appendix C.
 - (a) The Board will provide Employees and their dependents with health care coverage equal to that provided from time to time through the Highmark PPOBlue (Preferred Provider Organization). Covered prescription drugs must be on the Highmark Blue Cross/Blue Shield closed drug formulary, as updated from time to time by Highmark Blue Cross/Blue Shield. The current benefits are set forth in Appendix B.
 - (b) When husband and wife both are members of the bargaining unit, the District shall have the option of enrolling either as a dependent of the other, or enrolling one as an individual, if by doing so savings can be achieved, provided there shall be no loss of benefits.
 - (c) Benefits and coverages shall be as specified in the PPOBlue schedule of benefits attached as Appendix B. The parties recognize that from time to time during the life of this Agreement prospective amendments may be made by the carrier to that schedule, and that the maximum prescription co-payment option may change. Such amendments shall govern these benefits.
 - (d) Employees shall be required to contribute to the cost of medical benefits based on the following;

Per pay amounts of \$20.00 for Single and \$40.00 for Parent & Child, Parent & Children, Employee & Spouse and Family for years 2022-23, 2023-24, and 2024-25. Per pay amounts of \$25.00 for Single and \$50.00 for Parent & Child, Parent & Children, Employee & Spouse and Family for year 2025-26.

Employee per pay contributions may be made on a pre-tax basis through a voluntary Section 125 flexible spending account implemented by the District. There shall only be one premium share charged where both spouses are employees of the District.

2. An employee must apply annually for medical insurance coverage for his or her spouse using a form provided by the District.

An employee's spouse, who is eligible for health insurance coverage offered by his or her employer, must enroll in that plan. The District's health plan will be the primary payer for employees, but will be the secondary payer for a spouse who is eligible for health insurance benefits at his or her place of employment. For purposes of this section, a spouse is not required to enroll in his or her employer's plan if he or she must pay for 51% or more of the cost of the premium. Dependent children shall remain on the District plan.

In the event an employee's spouse does not enroll in his or her employer's health insurance plan, and the spouse is eligible for coverage at his or her place of employment, the District's plan will cover only what the spouse's plan would not have covered had the spouse enrolled, provided the District's plan benefit is greater than the spouse's benefit. Spouses that meet the requirements of this section and who must enroll in their employer's plan must do so at the time of a new job for spouse or other triggering event where the spouse has the option to enter their employers plan.

In the event that an employee's spouse is no longer provided health insurance benefits by his or her employer, he or she shall be immediately covered by the District's plan upon written notice to the Business Office.

3. The District shall implement a voluntary Section 125 plan, flexible spending account, for the purpose of reducing the net cost of applicable contributions made by employees (and other costs permitted by such a plan). This plan allows for the payment of applicable insurance premiums and other applicable costs on a pre-tax basis. The District shall select the administrator of the Section 125 plan. The District shall cover the cost of administration of the Section 125 plan but will make no contributions to the accounts of the employees.
4. The carrier and/or administrative agency for all health insurance programs shall be reviewed upon request of either party by a committee consisting of three (3) Board members, the Superintendent, and the Association President. No change of carrier or administrative agency shall be made without majority approval of this committee.
5. Changes in health insurance coverage shall be made in accordance with Article XV.

6. Retirees Coverage.

Retirees who request either medical or dental coverage under the plans as provided under this contract, may obtain said coverage under the group rate by notifying the Business Manager of their desire to be covered and by forwarding the necessary payment to the Business Manager. All medical coverages for retirees are to be at no cost to the District. This coverage option shall terminate when party qualifies for Medicare-Medicaid insurance.

E. RETIREMENT BENEFITS

It is understood by the District and the Association that the rights and benefits of members of the collective bargaining unit who retire prior to the effective date of this agreement are governed by the preceding agreement and subject to all limiting terms and conditions of the preceding agreement.

Unused Sick Pay

Upon application for retirement to the Pennsylvania Public School Employees' Retirement System, a teacher who retires from teaching in the District shall be paid for his/her unused accumulated sick days at the rate of seventy-five (\$75.00) dollars per day for all accumulated sick days, provided the District is notified by letter to the Personnel Department by January 30th of the year the teacher will retire.

If the payment amount is One Thousand Dollars (\$1,000) or less, the District shall pay such amount as current compensation subject to all applicable withholding and taxes. The District may, at its administrative discretion, include such payment as part of its regular payroll processing or process such payment separately. For any employee who is eligible for the payment of unused sick leave and the payment amount exceeds One Thousand Dollars (\$1,000), the District shall contribute the entire amount attributable to such unused sick leave as a nonelective District contribution to a 403(b) tax sheltered account for the employee and there shall be no cash option for this benefit. To the extent the amount exceeds the employee/participant's annual additions limit under Section 415 of the Internal Revenue Code for the year in which the employee separates from service, such excess shall be carried over by the District without interest, and contribution to the employee/participant's 403(b) account, until such excess is exhausted, in each of the next 5 calendar years following the plan year in which the employee separated from service, but in no event in excess of the applicable annual additions limit in any year. In no event shall the aggregate contributions exceed the amount attributable to the employee's unused sick leave. The benefit provided herein shall be established in a manner consistent with, and meet all requirements of, the Internal Revenue Code.

In the event of the death of the retiree, the balance of the amount due will be paid to the retiree's beneficiary or estate each July in the same yearly amount being paid the retiree.

F. TERM LIFE INSURANCE

The District will provide, at no cost to each Employee, term life insurance in the amount of \$50,000 as long as the Employee is employed by the District as an Employee.

G. TEACHER PAY DATES

1. Bargaining unit members shall receive their pay in twenty-six (26) bi-weekly, equal payments during the period from July 1st through June 30th of each year during the Agreement.
2. Bargaining unit members shall receive their first paycheck via direct deposit each contract year in early July.
3. Supplemental contract payments will be made by separate check or direct deposit.
4. The prescribed method of payment for all employees will be by direct deposit.

H. MISCELLANEOUS COMPENSATION

1. The hourly salary, when payable, shall be \$31 for the contract period 2022-23 through 2025-26.
2. EDR Compensation
Compensation for EDR positions of coaches and activity sponsors shall be determined solely by the Board.
3. Compensation for Extra Days
Compensation for extra days worked by bargaining unit members on extended contracts (such as counselors) shall be at the individual daily rate of pay for all days worked beyond 186.

I. PAYROLL DEDUCTIONS FOR THE F.E.A., P.S.E.A., AND N.E.A.

After the first in-service day, the Association President and the District's Business Manager shall work together in good faith to determine the number of payroll deductions for dues payable to the Association for that District fiscal year. The Board will forward to the Association the previous month's deduction during the first week of the subsequent month. In the event a member of the Association leaves the District before paying all dues owed to the Association, any remaining dues payable to the Association will be deducted from the member's last pay. In order for payroll deductions to be made, the

Professional Employee must sign an authorization card for same which shall be valid for the entire term of the contract.

On or before September 26 of each year during the term of this Agreement, the Association shall submit to the Business Manager a list of all persons from whom deductions are to be made along with a signed authorization card for such employees who have not previously signed such card. In the event of any error on the list supplied, the Association shall bear the responsibility for the correction of same.

J. ADDITIONAL PAYROLL DEDUCTIONS

As required by law, the following deductions will be made:

- | | |
|-----------------------|---------------------|
| 1. Federal Income Tax | 4. State Income Tax |
| 2. F.I.C.A. | 5. Local Wage Tax |
| 3. Retirement | |

The District will also deduct, at the Professional Employee's written direction, payments for 403(b) contributions, not to exceed twenty (20) separate companies in number for the entire group. Remittance to these companies by the District shall be made on the last working day of the month.

The District will deduct, at the Professional Employee's written direction, payments toward Aflac policies and forward these payments to Aflac. The cost of the Aflac policies are paid by the employee with no contribution by the District.

K. REQUIRED MEDICAL SERVICES

Any physical examination, x-ray, or other medical services that are required of any Professional Employee by the Board shall first be provided by the District's doctor, or, if unavailable, paid for by the District.

L. TRAVEL ALLOWANCE

Any Employee who is required by the District to travel for the District, including between buildings, will be reimbursed for said travel mileage. To qualify for reimbursement, the travel must occur within the Employee's scheduled 7 ½ hour working day, unless otherwise approved by the Superintendent in writing and must be via private vehicle for which a certificate of liability insurance has been filed with the District. Mileage must be recorded on a card provided by the District and presented to the District. Payment will be made quarterly, by separate check, as an expense allowance. Payment will be made after the above requirements have been met and payment is approved by the Board.

M. OUTSIDE ACTIVITIES

Employees shall not be required to drive students to outside activities which take place away from the school building. However, an Employee may drive students to activities

voluntarily with the advance approval of the Employee's building administrator or immediate supervisor in accordance with Board policy, and shall be reimbursed pursuant to Article IV, Section L above. Employees attending educational functions with prior Board approval shall be reimbursed for mileage if he or she uses his or her own vehicle. Requests for mileage reimbursement shall be submitted upon the same form as in Article IV, Section L above. Payment will be made after a Board Business Meeting and by separate check, as an expense allowance.

Payment will be made after the above requirements have been met and payment is approved by the Board.

N. MILEAGE REIMBURSEMENT RATE

In all cases, as covered in Sections I, L (and any other section of this Article or Agreement), mileage reimbursement for the term of this Contract shall be at the published IRS rate at the time the travel took place.

O. PERSONAL DAYS

Employees shall be granted three (3) paid personal days each school year. All personal days shall be subject to the following conditions and qualifications:

1. The Employee must give two (2) working days' notice to their building administrator except in the case of an emergency.
2. No more than ten percent (10%) of all Employees within any one building may take the same day as a personal day. (In case of conflicts, those being granted personal days shall be determined by seniority within the District.)
3. Neither the first nor last in-service day of the year shall be taken as a personal day.
4. A total of three (3) unused personal days can be carried forward at the end of a school year. A maximum of five (5) personal days may be used in a given year (i.e., three (3) for the particular year plus two (2) carried forward from previous years). Any unused personal days not permitted to be carried forward shall be transferred to accumulated sick leave.
5. Personal days are not cumulative except as outlined above.
6. Employees who have used all their paid personal days may request additional unpaid personal days. The granting of unpaid personal days is subject to the Superintendent's approval.

P. DETERMINATION DATE FOR LATERAL MOVEMENT

Lateral progress on the salary schedule shall be governed by the credits earned on or before the first day of each semester. Verification of credits must be made fifteen (15)

days prior to the beginning of the semester when credit is being sought. Letter of verification will be accepted until receipt of the official transcript of grade completion.

ARTICLE V

RIGHTS OF ASSOCIATION

- A. Whenever any representative of the Association or any Employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, said Employee shall be released from regular duty and shall suffer no loss in pay during such grievance proceeding, conference, or meeting.
- B. The Association and its representatives shall be allowed the use of school buildings for meetings after school hours according to Board Policy on Use of Facilities. Arrangements for such meetings shall be made with the principal of the building in which the meeting is planned, or the building administrator in his absence, and by filing a written facility use request with the Central Administrative Office within forty-eight (48) hours of said use. Costs for janitorial services needed shall be borne by the Association.
- C. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teacher's room.
- D. The Association shall be allowed the use of intradistrict mail facilities and school mail boxes provided such use does not interfere with regular school mail.
- E. The Board shall permit the President of the Association and/or his or her designee a combined maximum of five (5) paid teaching days of his or her choice, per semester, to carry out Association business. During such paid teaching days, the duties of the President of the Association and/or his or her designee shall be covered by another teacher employed by the District or a teacher from the District's substitute teacher list. Any associated costs to the District shall be borne by the Association.
- F. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or place of residence.
- G. A teacher has the right to leave the building during his thirty (30) minutes duty-free lunch period. The teacher shall notify the building office staff prior to leaving and upon returning to the building.
- H. The District agrees that all employees who are presently members of the Association shall be subject to the maintenance of membership provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

I. PERSONNEL FILE

1. An employee shall have the right, upon request, to review the contents of his/her personnel file. The employee shall be entitled to have a representative of the Association accompany him/her during the review.
2. In the event material derogatory to any employee's conduct, service, character or personality is placed in his/her personnel file, the employee shall be notified of such action within three (3) days. The employee shall have the opportunity to 1) review such derogatory material and/or 2) make a reply and/or provide relevant material also to be inserted in his/her personnel file.
3. The Board agrees to protect the confidentiality of a Employee's personal references, academic credentials, and other similar documents. Access to these documents shall be through the Superintendent and/or his/her designate.

- J. Each month the Board shall, via United States mail, inter-school mail, or email provide to the President of the Association a copy of the rough draft of the Board minutes as such minutes are provided to Board members prior to each official Board meeting. The Association shall, upon request, be permitted to review the official Board minutes and make copies of them.

K. FAIR SHARE LANGUAGE

1. Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.
2. The Board and the Association agree to comply with all provisions of said law.
3. The Association agrees to extend to all non-members the opportunity to join the Association.
4. If any legal action, including but not limited to a grievance, 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.
5. The Association agrees in any action so defended 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.

ARTICLE VI

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Requests by a teacher for a transfer to a different class, building, or position, shall be made in writing to the Superintendent. The teacher will set forth the reasons for transfer, position sought, and qualifications.
- B. For the purposes of this section, "vacancy" means a position which has become available as a result of the retirement, resignation, death, or dismissal of a current bargaining unit employee or as a result of the creation of a new or additional position. "Temporary vacancy" means a position which has become available as a result of the long-term absence of a current bargaining unit employee on approved leave. "Bargaining unit employee" shall refer to an employee covered by this agreement.

Whenever vacancies or temporary vacancies arise or are anticipated during the school year, they shall be posted for bid on the District website and in all buildings. Whenever vacancies or temporary vacancies arise or are anticipated between the end of one school year and the beginning of the next, Employees shall be notified of the vacancy via email and a global connect call (or similar). The vacancy shall be posted for bid on the District website.

Vacancies and temporary vacancies shall not be posted until and unless all suspended (laid-off) and demoted employees who are properly certified for the vacancy or temporary vacancy have been recalled.

Posting shall occur within five (5) calendar days after the Board has determined that a vacancy exists.

Postings shall contain the minimum qualifications, skill requirements, salaries, and job descriptions for the posted positions. The District shall have the right to determine the desired qualifications which may include educational credentials, teaching experience, other work experience, or special skills. Qualifications beyond mere certification may be required.

Whenever temporary vacancies occur during the school year, they may be filled without posting.

Whenever permanent vacancies occur during a school year, they may be filled without posting for the duration of the school year. If the position still exists at the end of the school year during which it became vacant, the position will be posted for the following school year.

Employees in the bargaining unit who wish to apply for a vacant position shall submit a written application to the Superintendent within ten (10) calendar days after notice of the vacancy has been posted. Each application shall state the position sought as well as the building and grade level if applicable. All qualified applicants shall be interviewed.

Vacancies shall be filled by awarding them to the most qualified applicant, whether or not currently employed by the District, who has properly applied for the posted position and who meets the qualifications for the posted position.

Outside applicants will not be considered for a vacant position if there are Employees who are interested in filling the vacancy and who were hired to teach or have satisfactorily taught for the District utilizing the required certification. In these circumstances, if there are two (2) or more qualified applicants from the bargaining unit, the position will be awarded to the most senior applicant.

- C. Transfers deemed necessary by the administration shall be discussed with members of the affected department or grade level at a meeting prior to the transfers. The purpose of the meeting is to ascertain whether the desired changes can be accomplished through voluntary transfers. If the administration determines that the desired changes can be accomplished through voluntary transfers, voluntary transfers shall be given to senior members of the affected department or grade level.

When it is necessary to reassign employees within an academic department and the desired changes are not accomplished through voluntary transfers under the above provision, the least senior employee in the affected building and department will be reassigned.

- D. When it is determined by the administration that a substitute is required, the most senior furloughed Professional Employee who has requested to be placed on the substitute list will be considered first for substitute duty in his or her area or areas of certification, or outside his or her area of certification if a certified person is not available. In the event that a tenured furloughed employee is placed in a long-term substitute position, that employee shall be paid at the rate commensurate with his/her years of service to the District.
- E. Any furlough or suspension to be effected during the term of this contract shall be in accordance with the Pennsylvania School Code §§ 1124-1125.1 as amended. An employee shall elect the forum wherein he wishes to pursue his rights under this section, i.e., grievance or court suit, and such election shall forever bar him from pursuing the alternative method. Transfer rights under Section C. above are subject to any transfers that might be required under Pennsylvania School Code §§ 1124-1125.1 as amended.
- F. Seniority is the total length of continuous service with the District which shall be computed from the employee's most recent date of employment in the District.
- G. In order to meet the specific needs of the District, department, or grade level when filling professional vacancies, the administration is encouraged to seek and utilize input from the professional staff regarding appropriate experience and qualifications of potential applicants. However, when filling actual bargaining unit vacancies, the administration shall not solicit, invite or assign bargaining unit members to participate in interviews, to witness or evaluate applicants' teaching, or to make recommendations regarding the selection of candidates.

ARTICLE VII

DISABILITY AND LEAVE

A. DISABILITY LEAVE

A teacher who is unable to teach because of personal illness or disability, and who has exhausted all available sick leave, shall be granted a leave of absence without pay. Such leave of absence shall not exceed one (1) calendar year. The leave may be renewed each year upon written notice to the Employer by the Employee granted such leave. All applications for leave of absence must be accompanied by a certificate from the Employee's physician. If the District requests an independent examination, the Employee will submit to such examination no more frequently than every four (4) months and said examination shall be at the District's expense. The Board will guarantee reassignment to the same or comparable position if the employee returns or provides notice of intent to return during the period of the leave or extension thereof. While on leave, as described in this paragraph, the teacher shall have the right to continue all insurance coverage available by remitting to the District's Business Manager the cost of said insurance at the then current group (COBRA) rate. Furthermore, seniority shall not accrue during the period of such leave; however, upon return of the employee to his or her full-time position, all seniority and benefits shall be reinstated as fully as though such leave had never been taken.

B. FUNERAL LEAVE

Bargaining unit members shall be allowed up to five (5) work days (four (4) of which must be consecutive), with full pay, in each case of death of a member of the immediate family. The term "immediate family" shall be understood to include the following: mother, father, brother, sister, son, daughter, husband, wife, step-parents, step-siblings, domestic partner, near relative who resides in the same household, or any person with whom the employee has made his home. Bargaining unit members are also entitled to the benefits set forth in this paragraph when the member or the member's spouse has experienced a miscarriage. Situations not covered by this paragraph may be considered at the sole discretion of the superintendent.

In all cases of death of near relative (grandson, granddaughter, mother-in-law, father-in-law), the employee will be allowed up to four (4) consecutive work days with full pay. In all cases of death of a grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather-in-law, or grandmother-in-law, the employee shall be allowed up to three (3) consecutive work days with full pay. In all cases of death of uncle, aunt, nephew, or niece, the employee shall be allowed up to two (2) consecutive work days with full pay. In the case of the death of a first cousin, the employee will be paid for absence on the full day necessary to attend the funeral. The Superintendent, upon written request, may grant an extension of the within leave, said request not to be unreasonably denied.

RELATIVE	MAXIMUM DAYS	RELATIVE	MAXIMUM DAYS
Father	5	Brother-in-law	3
Mother	5	Sister-in-law	3
Brother	5	Son-in-law	3
Sister	5	Daughter-in-law	3
Son	5	Grandfather-in-law	3
Daughter	5	Grandmother-in-law	3
Husband	5	First Cousin	1
Wife	5	Uncle	2
Step-parents	5	Aunt	2
Step-siblings	5	Nephew	2
Grandfather	3	Niece	2
Grandmother	3		
Grandson	4		
Granddaughter	4		
Father-in-law	4		
Mother-in-law	4		
Domestic Partner	5		

C. **CHILD-REARING LEAVE**

An employee shall be granted an unpaid leave of absence for a period of up to one (1) year for the purpose of child rearing: said leave to be obtained by employee making a written request to the Board at least 30 days prior to the beginning of the requested leave. This leave shall not be taken any later than one (1) year after the birth of a child. In the event of adoption, this leave shall be granted for children of pre-school age. During the period of leave as outlined by this section, the following provisions shall apply:

1. The District will maintain District paid health insurance benefits for as long as it is required to do so by the Family and Medical Leave Act, after which the District will make no further contributions. The District will make no contributions for benefits or plans other than health insurance. For any portion of the leave during which the employee is disabled, sick leave must be used.
2. The employee shall have the right to continue all insurance coverage available by remitting to the District's Business Manager, the cost of said insurance at the then current group (COBRA) rate.

3. Seniority shall not accrue during the period of leave; however, upon return of the employee to his full-time position, all seniority and benefits shall be reinstated as fully as though such leave had never been taken.
4. In the event that a child dies during the period of this unpaid leave prior to the expiration of the approved leave and the teacher is desirous of returning, the teacher may provide the District with a twenty (20) calendar day notice of the intent to return to their prior position, provided, however, that the employee may not so elect if there would be fewer than twenty-one (21) days remaining between the date of return and the end of the school year.

D. COURT AND JURY DUTY LEAVE

1. COURT LEAVE

An employee, under subpoena to testify on behalf of a third party, shall be allowed up to three (3) days leave pursuant to this section without loss of pay. Fees paid to the employee for a court appearance as a witness shall remain the employee's; except fees paid to the employee as an expert witness, in which case the employee shall have the option to remit the witness fee to the District or, in the alternative, forego his or her right to the regular pay during such leave. Any appearance in a judicial proceeding brought by or on behalf of the employee other than on District business shall result in loss of pay for the duration of the absence.

2. JURY DUTY

Jury duty is considered a civic duty by the District and therefore any Employee called for State or Federal jury duty will be paid their full salary while actively serving. When an Employee is called and required to serve on a jury in a court of law, he/she will be paid the difference between his/her pay from the court (excluding lodging, mileage, and meals) and his/her full salary as an Employee of the District for the period he/she is required to attend so that he/she will not suffer a diminution of income as a result of performing his/her civic duties.

E. SICK LEAVE ALLOWANCE

1. The Board shall grant ten (10) days sick leave per school year. The unused portion of such leave shall be accumulative from year to year without limit. Any female employee may use sick leave for illness or disability due to pregnancy or child birth or recovery therefrom in accordance with appropriate Federal or State law. Employees may use no more than five (5) sick days annually to care for a sick family member.
2. The Association shall establish a sick leave bank to which employees may contribute days of credited sick leave. A sick leave bank shall be administered by the Association and shall establish rules and regulations governing same. A list of contributions and a copy of the established rules and regulations shall be given to

the Employer. The Employer agrees to honor withdrawals from the bank upon proper certification by the Association.

No Employee shall be paid money or any other consideration in exchange for contributing sick days to the sick leave bank. Participation in the sick leave bank shall be voluntary.

3. Coordination between sick days and FMLA shall be governed by District policy.

F. SABBATICAL LEAVE

The Board shall grant sabbatical leave as required by law.

G. MILITARY LEAVE CREDIT

For each year of active military service in the armed forces of the United States, a credit equivalent to one (1) year of teaching shall be granted subject to the following conditions:

1. The Employee must enter service while employed by the District.
2. The Employee must return to the District the school year immediately following release from service.
3. The maximum allowable credit is four (4) years. All time in excess of six (6) months shall count as a full year. No credit will be given for under six (6) months.

H. INJURY LEAVE

When an employee suffers an injury which qualifies him or her for payments under the Pennsylvania Workers' Compensation Act, that Employee may choose to supplement such payments with sick days so that he/she will be getting a full day's/weeks' pay. The employee may, by notifying the Business Manager, elect to use those sick days (or portion thereof) available to him or her, to supplement his or her Workers' Compensation payments so as to reflect a 100% pay. This election would only be available as long as the employee's sick leave days or a portion thereof remain available.

ARTICLE VIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board and the Association agree to cooperate in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction and education.

- B. The bargaining agent shall be allowed sufficient time, not to exceed thirty (30) minutes, on a general meeting agenda scheduled for the first in-service day, for the purpose of conducting business. Employees cannot be required to attend this portion of the agenda.

Three (3) days prior to said meeting, the Association President shall submit, in writing to the Superintendent, his/her intent to use said time.

C. Formal Classroom Observation and Teacher Evaluation

1. Formal observations and evaluations of a teacher's work performance shall be conducted openly and with full knowledge of the teacher.
2. All formal observations and evaluations shall be performed only by certified persons authorized to rate or evaluate by the School Code of 1949, as amended. Employees in the bargaining unit shall not be required to participate in the supervision, observation, or evaluation of other employees in the unit. Peer observations shall not be solicited, received, or used by the Employer in developing evaluations or rating bargaining unit members.
3. Formal classroom observations shall be made known to the teacher at least four (4) days prior to their occurrence. The Employer shall be permitted to conduct two unannounced formal classroom observations each semester in the case of a non-tenured Professional Employee and once each year in the case of a tenured Professional Employee. The Employer may not refuse a teacher's reasonable request to postpone an observation because of adverse or unusual classroom circumstances which are not consistent with the Employee's regular duties and responsibilities.
4. Formal classroom observations shall last at least thirty (30) minutes and shall not incorporate the use of electronic devices and recordings without prior knowledge and consent by the observed teacher. Audio/visual recordings permitted by the teacher during the classroom observation and used as part of the evaluation process by the Employer shall be returned to the teacher and retained by the teacher. However, administrators may use laptops/computers for observational documentation.
5. The completion or performance of non-instructional duties shall not be considered in the formal observation or evaluation of teachers. Notwithstanding this section, the Employer shall be permitted to use all the criteria established by the PDE for employee evaluations, including final evaluation forms which may or may not include non-instructional duties.
6. The approved PDE classroom observation model shall be used for all classroom observations.
7. "Exhibit B" will be 82-1 and 82-3 (or the current approved PDE Classroom Teacher Rating Form).

8. Employees shall be given a copy of any classroom observation or evaluation report no later than three (3) days after the observation but not fewer than two (2) days prior to the conference to discuss it. A mutually agreeable conference date and time to discuss the report will be scheduled as soon as reasonably possible. The employee shall have the right to submit a written response to the evaluation, which shall be attached to the file copy. No observation, evaluation, or rating shall be submitted to the central office, placed in the employee's personal file, or otherwise acted upon without prior conference with the employee.
9. Temporary Professional Employees shall be formally observed for rating purposes not less than two (2) and not more than five (5) times within any school year, unless, less than satisfactory performance is noted. Professional Employees shall be formally observed for rating purposes not less than one (1) and not more than two (2) times within any school year, unless less than satisfactory performance is noted. **Exceptions to this provision will apply to Professional Employees who are on a differentiated supervision model as defined in the PDE Educator Effective Manual. Said differentiated supervision model will be adopted and approved by a unanimous vote by a committee of three (3) members appointed by the Board and three (3) members appointed by the Association. The final approval of the model must be made by mutual approval of the committees' recommendation by both the Fairview School Board and the Board of Directors of the Fairview Education Association.**
10. Any evaluation which is less than satisfactory must be accompanied by written specific recommendations for improvement with a commitment from the Employer for direct assistance in implementing such recommendations. By providing this assistance, the Employer is not assuring that the employee's performance will improve.
11. If a final rating of unsatisfactory is given, the teacher shall receive written notice within 10 days after all relevant data is finalized by PDE.

ARTICLE IX

TEACHING HOURS

- A. The length of the normal teacher work day shall not exceed seven and one-half (7 1/2) hours per day.
- B. The length of the normal teacher work year shall not exceed 180 pupil instruction days and six (6) in-service days. The Superintendent shall have the discretion to set the school calendar to conform to the schedule set by the Erie County Consortium. The Association President shall be promptly notified when the calendar is set. In no event will the first student day be prior to the last Monday in August. At least one in-service day shall be scheduled the day(s) before the first pupil day of the first semester. At least one in-service day shall be scheduled the day(s) before the first pupil day of the second

semester. At least one in-service day shall be scheduled the day(s) after the last pupil day of the second semester. The additional in-service days must be scheduled within the time frame of the first pupil day of the first semester until the last pupil day of the second semester.

- C. Within the work day, Professional Employees are entitled to a duty-free uninterrupted lunch period of not less than 30 minutes.
- D. Employees in the bargaining unit will be granted preparation time during each workday. Employees at the elementary level will be granted no fewer than 40 consecutive minutes of preparation time daily. Elementary level teachers shall not be required to be in attendance with students during art, music, library, and physical education when such classes are taught by specialists.

Employees at the middle school and the high school will be granted no less than one (1) preparation period of class period duration daily. Elementary teachers are defined as those teaching grades K-4. Middle school and high school teachers are defined as those teaching grades 5-12. If the grade configuration of the District changes, the application of this section will change accordingly.

- E. The Employer may schedule meetings involving teachers not to exceed four (4) per month during teacher planning time or after school. After school meetings will not exceed thirty (30) minutes beyond teachers' normal dismissal time. If a meeting begins during planning time and extends after school, this meeting will be considered two (2) meetings if it exceeds one (1) hour in length.

ARTICLE X

PROFESSIONAL BEHAVIOR

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a Professional Employee, reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breeches of discipline shall be promptly reported to the offending Professional Employee by the building principal or the building administrator in his absence. Misuse of leave shall result in loss of pay on a pro-rated basis.
- B. Each employee in the bargaining unit shall be provided, on the first day of each work year, with copies of the Employer's policies, guidelines, and regulations concerning pupil behavior and attendance, and the duties, responsibilities, and relationships of all personnel regarding their enforcement.

ARTICLE XI

SUPPLEMENTAL EMPLOYMENT OPPORTUNITIES

- A. Members of the bargaining unit may be invited to work on special projects, extra-duty responsibilities, summer school, home bound instruction, recreation programs, curriculum committees, and staff development committees. A Professional Employee may decline any offer of work beyond his or her regular assignment within the District without prejudice.
- B. All openings in Section A above shall be adequately publicized by the Superintendent and in accordance with the procedure for publicizing professional vacancies. Tentative summer semester teacher openings shall be publicized no later than May 1st preceding the summer semester. All applicants shall be notified of the tentative assignment(s) by May 15th preceding the summer semester. In the event that increases or decreases in enrollment occur after May 15th, the District may hire additional staff or drop staff positions as justified by the enrollment changes.
- C. All positions in this Article so offered shall clearly detail economic consideration (if any), scope of duties, responsibilities, and time of completion. The Board has no obligation to offer the positions discussed in this Article.
- D. In filling such positions, consideration shall be given to the candidate's qualifications, ability, teaching experience, and the best interest of the pupils involved. All considerations being equal, a candidate who is employed by the District as a regularly employed bargaining unit member will be selected.
- E. Compensation for all positions in this Article shall be in accordance with Article IV, Section I.
- F. Any individual agreement between the Employer and an Employee in the bargaining unit shall be subject to, and consistent with, the terms and conditions of this agreement. If an individual agreement contains any language inconsistent with this agreement, this agreement shall be controlling.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. This agreement shall be printed at the expense of the Employer within forty five (45) days after the agreement is signed.

The format of the printed agreement shall be determined jointly.

Copies of the agreement shall be given to all current Employees and the Association within ten (10) days following printing. Copies shall be given to prospective Employees at least ten (10) days prior to any pre-employment conference.

The Association shall be given 35 printed copies.

- B. The Board's Policy Manual and administrative procedures will be published and kept updated on the District website and on the District shared drive. Upon request, hard copies of individual policies will be provided to the Association President. Any new policies or administrative procedures, any changes, additions, or deletions of existing policies or procedures will also be published on the District website.
- C. Whenever a "committee" approach is utilized in the implementation of any aspect of this contract, said committee shall be formed under the following guidelines:
 - 1. New committees are to be created within 60 days of the signing of the contract;
 - 2. Selection and announcement of committee appointees shall be by the District submitting a list of their three committee appointees to the Association, and in turn, the Association, within 15 days of the receipt of said names, shall submit to the District the list of names of their three designated appointees.
 - 3. In the event that a vacancy should occur in a committee during the course of this contract, the respective party or parties shall re-assign members within 15 days of the vacancy.

ARTICLE XIII

TEACHING CONDITIONS

- A. The Board will make every effort to provide a teacher reference library in each building.
- B. The Board will make every effort to provide adequate general office supplies and equipment for teacher use in preparing instructional material in each school.
- C. The Board will make every effort to provide desks, closets, storage space, and other such materials as required in the daily teaching routine.
- D. The Board will provide lunchroom, restroom, lounge, and lavatory facilities for the use of Employees during the normal school hours.
- E. Teachers will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. In the event that any school building is evacuated in whole or in part by reason of any report or threat of damage thereto by bomb, fire, or other lethal instrument or incident, no teacher shall be required to participate in any search for such lethal or destructive instrument.
- F. Teachers will maintain daily lesson plans which reflect classroom activities, procedures and course content. Said lesson plans will be written on teacher's lesson plan forms adopted and approved by a unanimous vote of a committee of three (3) members appointed by the Board and three (3) members appointed by the Association. The final

approval of the plan must be made by mutual approval of the committees' recommendation by both the Fairview School Board and the Board of Directors of the Fairview Education Association. Present lesson plan procedures and forms will be followed until a new plan is adopted. Additionally, Employees shall keep a minimum of three (3) days of emergency lesson plans on file in the main office of their respective buildings.

G. All teachers shall accept corridor and playground supervision responsibilities when such supervision is needed. The number of personnel required at a particular time shall be within the discretion of the Building Administrator. When possible, elementary teachers will be asked to supervise the playground on a rotational basis.

H. Only the school nurse shall dispense any drugs and/or medications. No Employee is allowed, nor shall they be required, to dispense drugs or medication in any facility owned, operated, or under the control of the Fairview School District.

School nurses shall be reimbursed up to \$75.00 per contract year for the expense of purchasing additional professional liability coverage.

I. When any Employee is required to participate in a conference, review, evaluation, re-evaluation, or any meeting as a result of the need to fulfill the provisions of PL 94-142 or other appropriate State and Federal regulations and standards, such meetings shall be scheduled with the principal's consent and during the regular work day and work year. If such time(s) cannot be found within the regular work day and work year, then the Employee shall be compensated for all additional time beyond the regular work day or year only as specifically authorized in writing by the principal. If overtime is required, the Employee shall be paid a minimum of one (1) hour time. If more than one (1) hour of authorized overtime is required, the Employee shall be paid at the appropriate rate in one-quarter (1/4) hour increments in accordance with time worked.

J. When parents or guardians request the opportunity to visit a classroom to observe a student, the scheduling of such visitations shall be through the school building principal and with reasonable notice when possible, to the affected Employee. Reasonable efforts will be made to give 24 hour notice to Employees regarding parent conferences concerning the Individualized Education Program. evaluations review.

K. The Fairview School District must provide special education and related services to a handicapped or gifted child in accordance with an Individualized Education Program. No Employee or other person may be held accountable in his/her professional evaluation if a child does not achieve the growth projected in the annual goals and objectives. However, this does not relieve the Fairview School District or Employees from making good faith efforts to assist the child in achieving the objectives and goals listed in the Individualized Education Program. Further, this does not limit a parent's right to complain and ask for revisions of the child's program, or to invoke due process procedures, if the parent feels that these efforts are not being made.

- L. The Employee shall have the exclusive right and responsibility to determine pupils' grades. No grade shall be changed without the Employee being informed. Any grade change made by administration shall result in the Employee being held harmless as a result of such grade change.
- M. The District shall have the right to utilize and, from time to time, revise a panel of mandatory designated health care providers in accordance with appropriate provisions of the Workers' Compensation Act.

ARTICLE XIV CONFORMITY TO LAW

When any provision of this agreement is not applicable due to conflict with any State or Federal law, or with the provisions of the Pennsylvania School Code, the State or Federal law, or the provisions of the Pennsylvania School Code shall have precedence.

ARTICLE XV AMENDMENT

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

ARTICLE XVI IMPLEMENTATION, DURATION AND SPECIAL CONDITIONS

- A. This Agreement shall be effective from 12:01 a.m. of the first day of July, 2022 and shall be in full force and effect through 12:00 Midnight of the thirtieth day of June, 2026 unless otherwise explicitly agreed.
- B. Either party may initiate negotiations over terms of a successive agreement in accordance with Article VI of the Recognition Agreement between the Fairview Board of Education and the Fairview Education Association.
- C. In recognition of which we have affixed our signatures.

BOARD OF EDUCATION

FAIRVIEW EDUCATION ASSOCIATION

BY: 

Board President

BY: 

F.E.A. President

ATTEST:

BY: 

Board Secretary

BY: 

F.E.A. Secretary

Date: 5-9-2022

Date: 5-11-2022

APPENDIX A
PROFESSIONAL SALARY SCALE
2022-2023

Step	Years to Top	BA	MA	M+15	M+30	M+45	M+60	M+75
	Step							
1	24	\$46,504	\$48,523	\$49,634	\$50,745	\$51,856	\$52,966	\$54,077
2	23	\$47,129	\$49,148	\$50,259	\$51,370	\$52,481	\$53,591	\$54,702
3	22	\$47,754	\$49,773	\$50,884	\$51,995	\$53,106	\$54,216	\$55,327
4	21	\$48,004	\$50,023	\$51,134	\$52,245	\$53,356	\$54,466	\$55,577
5	20	\$49,444	\$51,463	\$52,574	\$53,685	\$54,796	\$55,906	\$57,017
6	19	\$50,884	\$52,903	\$54,014	\$55,125	\$56,236	\$57,346	\$58,457
7	18	\$52,324	\$54,343	\$55,454	\$56,565	\$57,676	\$58,786	\$59,897
8	17	\$53,764	\$55,783	\$56,894	\$58,005	\$59,116	\$60,226	\$61,337
9	16	\$55,204	\$57,223	\$58,334	\$59,445	\$60,556	\$61,666	\$62,777
10	15	\$56,644	\$58,663	\$59,774	\$60,885	\$61,996	\$63,106	\$64,217
11	14	\$58,084	\$60,103	\$61,214	\$62,325	\$63,436	\$64,546	\$65,657
12	13	\$59,524	\$61,543	\$62,654	\$63,765	\$64,876	\$65,986	\$67,097
13	12	\$60,964	\$62,983	\$64,094	\$65,205	\$66,316	\$67,426	\$68,537
14	11	\$62,404	\$64,423	\$65,534	\$66,645	\$67,756	\$68,866	\$69,977
15	10	\$63,844	\$65,863	\$66,974	\$68,085	\$69,196	\$70,306	\$71,417
16	9	\$65,284	\$67,303	\$68,414	\$69,525	\$70,636	\$71,746	\$72,857
17	8	\$66,724	\$68,743	\$69,854	\$70,965	\$72,076	\$73,186	\$74,297
18	7	\$68,164	\$70,183	\$71,294	\$72,405	\$73,516	\$74,626	\$75,737
19	6	\$69,604	\$71,623	\$72,734	\$73,845	\$74,956	\$76,066	\$77,177
20	5	\$71,044	\$73,063	\$74,174	\$75,285	\$76,396	\$77,506	\$78,617
21	4	\$72,484	\$74,503	\$75,614	\$76,725	\$77,836	\$78,946	\$80,057
22	3	\$73,924	\$75,943	\$77,054	\$78,165	\$79,276	\$80,386	\$81,497
23	2	\$75,364	\$77,383	\$78,494	\$79,605	\$80,716	\$81,826	\$82,937
24	1	\$76,804	\$78,823	\$79,934	\$81,045	\$82,156	\$83,266	\$84,377
25	Top	\$78,244	\$80,263	\$81,374	\$82,485	\$83,596	\$84,706	\$85,817

APPENDIX A
PROFESSIONAL SALARY SCALE
2023-2024

Step	Years to Top	BA	MA	M+15	M+30	M+45	M+60	M+75
	Step							
1	24	\$46,946	\$48,965	\$50,076	\$51,187	\$52,298	\$53,408	\$54,519
2	23	\$47,571	\$49,590	\$50,701	\$51,812	\$52,923	\$54,033	\$55,144
3	22	\$48,196	\$50,215	\$51,326	\$52,437	\$53,548	\$54,658	\$55,769
4	21	\$48,446	\$50,465	\$51,576	\$52,687	\$53,798	\$54,908	\$56,019
5	20	\$49,886	\$51,905	\$53,016	\$54,127	\$55,238	\$56,348	\$57,459
6	19	\$51,326	\$53,345	\$54,456	\$55,567	\$56,678	\$57,788	\$58,899
7	18	\$52,766	\$54,785	\$55,896	\$57,007	\$58,118	\$59,228	\$60,339
8	17	\$54,206	\$56,225	\$57,336	\$58,447	\$59,558	\$60,668	\$61,779
9	16	\$55,646	\$57,665	\$58,776	\$59,887	\$60,998	\$62,108	\$63,219
10	15	\$57,086	\$59,105	\$60,216	\$61,327	\$62,438	\$63,548	\$64,659
11	14	\$58,526	\$60,545	\$61,656	\$62,767	\$63,878	\$64,988	\$66,099
12	13	\$59,966	\$61,985	\$63,096	\$64,207	\$65,318	\$66,428	\$67,539
13	12	\$61,406	\$63,425	\$64,536	\$65,647	\$66,758	\$67,868	\$68,979
14	11	\$62,846	\$64,865	\$65,976	\$67,087	\$68,198	\$69,308	\$70,419
15	10	\$64,286	\$66,305	\$67,416	\$68,527	\$69,638	\$70,748	\$71,859
16	9	\$65,726	\$67,745	\$68,856	\$69,967	\$71,078	\$72,188	\$73,299
17	8	\$67,166	\$69,185	\$70,296	\$71,407	\$72,518	\$73,628	\$74,739
18	7	\$68,606	\$70,625	\$71,736	\$72,847	\$73,958	\$75,068	\$76,179
19	6	\$70,046	\$72,065	\$73,176	\$74,287	\$75,398	\$76,508	\$77,619
20	5	\$71,486	\$73,505	\$74,616	\$75,727	\$76,838	\$77,948	\$79,059
21	4	\$72,926	\$74,945	\$76,056	\$77,167	\$78,278	\$79,388	\$80,499
22	3	\$74,366	\$76,385	\$77,496	\$78,607	\$79,718	\$80,828	\$81,939
23	2	\$75,806	\$77,825	\$78,936	\$80,047	\$81,158	\$82,268	\$83,379
24	1	\$77,246	\$79,265	\$80,376	\$81,487	\$82,598	\$83,708	\$84,819
25	Top	\$78,686	\$80,705	\$81,816	\$82,927	\$84,038	\$85,148	\$86,259

APPENDIX A
PROFESSIONAL SALARY SCALE
2024-2025

Step	Years to Top Step	BA	MA	M+15	M+30	M+45	M+60	M+75
1	24	\$47,308	\$49,327	\$50,438	\$51,549	\$52,660	\$53,770	\$54,881
2	23	\$47,933	\$49,952	\$51,063	\$52,174	\$53,285	\$54,395	\$55,506
3	22	\$48,558	\$50,577	\$51,688	\$52,799	\$53,910	\$55,020	\$56,131
4	21	\$48,808	\$50,827	\$51,938	\$53,049	\$54,160	\$55,270	\$56,381
5	20	\$50,248	\$52,267	\$53,378	\$54,489	\$55,600	\$56,710	\$57,821
6	19	\$51,688	\$53,707	\$54,818	\$55,929	\$57,040	\$58,150	\$59,261
7	18	\$53,128	\$55,147	\$56,258	\$57,369	\$58,480	\$59,590	\$60,701
8	17	\$54,568	\$56,587	\$57,698	\$58,809	\$59,920	\$61,030	\$62,141
9	16	\$56,008	\$58,027	\$59,138	\$60,249	\$61,360	\$62,470	\$63,581
10	15	\$57,448	\$59,467	\$60,578	\$61,689	\$62,800	\$63,910	\$65,021
11	14	\$58,888	\$60,907	\$62,018	\$63,129	\$64,240	\$65,350	\$66,461
12	13	\$60,328	\$62,347	\$63,458	\$64,569	\$65,680	\$66,790	\$67,901
13	12	\$61,768	\$63,787	\$64,898	\$66,009	\$67,120	\$68,230	\$69,341
14	11	\$63,208	\$65,227	\$66,338	\$67,449	\$68,560	\$69,670	\$70,781
15	10	\$64,648	\$66,667	\$67,778	\$68,889	\$70,000	\$71,110	\$72,221
16	9	\$66,088	\$68,107	\$69,218	\$70,329	\$71,440	\$72,550	\$73,661
17	8	\$67,528	\$69,547	\$70,658	\$71,769	\$72,880	\$73,990	\$75,101
18	7	\$68,968	\$70,987	\$72,098	\$73,209	\$74,320	\$75,430	\$76,541
19	6	\$70,408	\$72,427	\$73,538	\$74,649	\$75,760	\$76,870	\$77,981
20	5	\$71,848	\$73,867	\$74,978	\$76,089	\$77,200	\$78,310	\$79,421
21	4	\$73,288	\$75,307	\$76,418	\$77,529	\$78,640	\$79,750	\$80,861
22	3	\$74,728	\$76,747	\$77,858	\$78,969	\$80,080	\$81,190	\$82,301
23	2	\$76,168	\$78,187	\$79,298	\$80,409	\$81,520	\$82,630	\$83,741
24	1	\$77,608	\$79,627	\$80,738	\$81,849	\$82,960	\$84,070	\$85,181
25	Top	\$79,048	\$81,067	\$82,178	\$83,289	\$84,400	\$85,510	\$86,621

APPENDIX A
PROFESSIONAL SALARY SCALE
2025-2026

Step	Years to Top Step	BA	MA	M+15	M+30	M+45	M+60	M+75
1	24	\$47,699	\$49,718	\$50,829	\$51,940	\$53,051	\$54,161	\$55,272
2	23	\$48,324	\$50,343	\$51,454	\$52,565	\$53,676	\$54,786	\$55,897
3	22	\$48,949	\$50,968	\$52,079	\$53,190	\$54,301	\$55,411	\$56,522
4	21	\$49,199	\$51,218	\$52,329	\$53,440	\$54,551	\$55,661	\$56,772
5	20	\$50,639	\$52,658	\$53,769	\$54,880	\$55,991	\$57,101	\$58,212
6	19	\$52,079	\$54,098	\$55,209	\$56,320	\$57,431	\$58,541	\$59,652
7	18	\$53,519	\$55,538	\$56,649	\$57,760	\$58,871	\$59,981	\$61,092
8	17	\$54,959	\$56,978	\$58,089	\$59,200	\$60,311	\$61,421	\$62,532
9	16	\$56,399	\$58,418	\$59,529	\$60,640	\$61,751	\$62,861	\$63,972
10	15	\$57,839	\$59,858	\$60,969	\$62,080	\$63,191	\$64,301	\$65,412
11	14	\$59,279	\$61,298	\$62,409	\$63,520	\$64,631	\$65,741	\$66,852
12	13	\$60,719	\$62,738	\$63,849	\$64,960	\$66,071	\$67,181	\$68,292
13	12	\$62,159	\$64,178	\$65,289	\$66,400	\$67,511	\$68,621	\$69,732
14	11	\$63,599	\$65,618	\$66,729	\$67,840	\$68,951	\$70,061	\$71,172
15	10	\$65,039	\$67,058	\$68,169	\$69,280	\$70,391	\$71,501	\$72,612
16	9	\$66,479	\$68,498	\$69,609	\$70,720	\$71,831	\$72,941	\$74,052
17	8	\$67,919	\$69,938	\$71,049	\$72,160	\$73,271	\$74,381	\$75,492
18	7	\$69,359	\$71,378	\$72,489	\$73,600	\$74,711	\$75,821	\$76,932
19	6	\$70,799	\$72,818	\$73,929	\$75,040	\$76,151	\$77,261	\$78,372
20	5	\$72,239	\$74,258	\$75,369	\$76,480	\$77,591	\$78,701	\$79,812
21	4	\$73,679	\$75,698	\$76,809	\$77,920	\$79,031	\$80,141	\$81,252
22	3	\$75,119	\$77,138	\$78,249	\$79,360	\$80,471	\$81,581	\$82,692
23	2	\$76,559	\$78,578	\$79,689	\$80,800	\$81,911	\$83,021	\$84,132
24	1	\$77,999	\$80,018	\$81,129	\$82,240	\$83,351	\$84,461	\$85,572
25	Top	\$79,439	\$81,458	\$82,569	\$83,680	\$84,791	\$85,901	\$87,012

APPENDIX B

2. SUMMARY OF PPOBLUE BENEFITS

PPOBlue, a PPO, or Preferred Provider Organization program, offers two levels of benefits. If you receive services from a provider who is in the PPO network, you'll receive the highest level of benefits. If you receive services from a provider who is not in the PPO network, you'll receive the lower level of benefits. In either case, you coordinate your own care. There is no requirement to select a Primary Care Physician (PCP) to coordinate your care. Below are specific benefit levels.

Fairview School District – Professional Staff – 2022-2023 through 2025-2026

Benefit	In-Network	Out-of-Network
Deductible – Effective Jan. 1, 2023		
Individual	\$400	\$400
Family	\$800	\$800
Deductible – Effective Jan. 1, 2026		
Individual	\$425	\$425
Family	\$850	\$850
Payment Level/Coinsurance	100%	80% after deductible until out-of-pocket maximum is met; then 100%
Out-of-Pocket Maximums	Not Applicable	\$2,000 Individual \$4,000 Family
Lifetime Maximum	Unlimited	\$500,000
Physician Office Visit	100% after \$25 copayment*	80% after deductible
Preventive Care		
<i>Adult</i>		
Routine physical exams	100% after \$25 copayment*	Not Covered
Routine gynecological exams, including a PAP Test	100% after \$25 copayment*	80% (deductible/lifetime maximum does not apply)
Mammograms, as required	100%*	80% after deductible
<i>Pediatric</i>		
Routine physical exams ^①	100% after \$25 copayment*	Not Covered
Pediatric immunizations	100%*	80% (deductible/lifetime maximum does not apply)
Emergency Room Services^②	100% after \$50 copayment* (waived if admitted)	
Ambulance	100% after In-Network deductible	
Hospital Expenses		
Inpatient	100% after deductible	80% after deductible
Outpatient	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Infertility counseling, testing and treatment^③	100% after deductible	80% after deductible
Assisted Fertilization Procedures	100% after deductible	80% after deductible
	Excludes in-vitro fertilization and artificial insemination	
Medical/Surgical Expenses (except office visits)	100% after deductible	80% after deductible
Spinal Manipulations	100% after deductible	80% after deductible Combined limit: 25 visits/calendar year
Diagnostic Services (Lab, X-Ray and other tests)	100% after deductible	80% after deductible
Physical Therapy	100% after deductible	80% after deductible

Speech Therapy	100% after deductible	80% after deductible
Occupational Therapy	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Skilled Nursing Facility Care	100% after deductible	80% after deductible Limit: 50 days/calendar year
Home Health Care	100% after deductible	80% after deductible Limit: 50 visits/calendar year
Private Duty Nursing	100% after deductible	80% after deductible Limit: \$5,000/calendar year
Hospice	100% after deductible	80% after deductible
Mental Health^④		
Inpatient	100% after deductible	80% after deductible
OUTPATIENT	100% after deductible	50% after deductible
Substance Abuse (PA Mandated Benefit)		
Inpatient		
Detoxification	100% after deductible	80% after deductible
	Combined limit: 7 days/admission; 4 admissions/lifetime	
Rehabilitation	100% after deductible	80% after deductible
	Combined limit: 30 days/calendar year; 90 days/lifetime	
Outpatient	100% after deductible	50% after deductible
	Combined limit: 60 visits/calendar year; 120 visits/lifetime	
Precertification Requirements	Performed by Provider	Performed by Member ^⑤
Prescription Drug Out-of-Pocket Maximum (Retail & Mail Order)	\$400 Employee (\$425 effective January 1, 2026) \$800 Any combination of employee and family members (\$850 effective January 1, 2026)	
Premier Prescription Drug Program (Defined by Premier Gold Pharmacy Network - Not Physician Network)	\$25 deductible/person/ calendar year \$50 deductible/family/ calendar year 20% copayment Mandatory Generic ^⑥ 34-day supply	
Mail Order Prescription Drug	\$25 deductible/person/ calendar year \$50 deductible/family/ calendar year 20% copayment Mandatory Generic ^⑥ 90-day supply	

* deductible does not apply

Questions? Call **1-800-215-7865**

NOTE: Program reimbursement is based on provider's reasonable charge

- ① Well baby visits for children less than 2 years old are not subject to \$10 copayment. See the benefit grid above for changes to the copayment during the contract period.
- ② Emergency care services are the initial treatment: ♦ For bodily injuries resulting from an accident; or ♦ Following the sudden onset of a medical condition; or ♦ Following, in case of a chronic condition, a sudden and unexpected medical event that manifests itself by acute symptoms of sufficient severity or severe pain such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in one or more of the following: ♦ Placing the health of the member, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; or ♦ Serious impairment to bodily functions; or ♦ Serious dysfunction of any bodily organ or part. Emergency services do not require a referral from your PCP.
- ③ Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- ④ State mandated benefits (30 inpatient days and 60 outpatient visits annually with the right to exchange inpatient days for outpatient visits on a one-for-two basis) may apply to a diagnosis of serious mental illness. Serious mental illnesses include: schizophrenia, schizoaffective disorder, major depressive disorder, bipolar disorder, obsessive compulsive disorder, panic disorder, anorexia nervosa, bulimia nervosa, delusional disorder. Once mental health limits are exhausted, both inpatient and outpatient serious mental illness services must be provided by a network provider (see above-referenced benefits for plan limits).
- ⑤ Member is required to contact Highmark Health Care Management Services prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related admission. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, the patient will be responsible for payment of any costs not covered.

- ⑥ Prescriptions are covered as long as they are listed on the Highmark Blue Cross Blue Shield closed formulary. Under the mandatory generic provision, the member is responsible for the payment differential when a generic drug is authorized by the physician and the **patient** elects to purchase a brand drug. The member payment is the price difference between the brand drug and generic drug in addition to brand drug copayment or coinsurance amounts which may apply.

* **Adult Immunizations for foreign travel are covered.**

APPENDIX C

The benefits summarized in this Appendix are subject to all provisions and limitations of the Master Plan Documents for dental coverage in effect during the 1987-1990 Master Contract with changes as negotiated for the 1990-1994 Master Contract. Such changes are incorporated into the summary listed below. Coverages and conditions of insurance benefits are fully explained in the Fairview School District's Summary Plan Description booklets as undated.

DENTAL BENEFITS

Basic Services	U&C
Prosthodontic Services	U&C
Orthodontic Services	U&C
Implantology Services	U&C
Temporal Mandibular Joint Dysfunction Services	U&C

The contract year is from July 1 to June 30th. Payment per Plan Member under the Plan for all services except Implantology Services, TMJ Services, and orthodontic services is limited to a maximum of \$1,500 during a contract year.

Payment under the Plan per Plan Member for orthodontic services is limited to a lifetime maximum of \$1,500.

Payment under the Plan for Implantology Services is limited to a maximum of \$1,000 per Plan Member in any contract year.

Payment under the Plan for TMJ Services is limited to a lifetime maximum of \$1,000 per Plan Member.

A. THE BASIC PROGRAM

Payment for these services will be made on the basis of 100% of the Usual and Customary fee.

1. Routine oral examinations and prophylaxis, (including cleaning, scaling and polishing of teeth), and bite-wing X-Rays, but not more than once in any period of six consecutive months;
2. Periapical X-Rays as needed;
3. Full mouth X-Rays and Panorex X-Rays, accompanied by bite-wing X-Rays are limited to once in a three year period;
4. Topical application of fluoride;
5. Repair and relining of existing dentures and bridgework;

6. The addition of teeth to an existing partial, bridgework or dentures;
7. Space maintainers, (not made of precious metals) that replace prematurely lost teeth for dependent children under age nineteen;
8. Palliative emergency treatment for dental plan;
9. Amalgam, Cilicate, Acrylic, Synthetic Porcelain, and composite fillings to restore diseased or accidentally broken teeth. Gold foil restorations are ineligible.
10. Extractions and oral surgery procedures, including pre and post-operative care;
11. Inlays, onlays and crowns - if a tooth can be restored with amalgam, synthetic porcelain or plastic, but the Plan Member and the dentist select another type of restoration, the obligation of the Plan shall be to pay the applicable percentage of the fee appropriate to the least costly restorative procedure. The balance of the treatment shall be considered a dental treatment excluded from treatment of the dental care program provided by this Plan. Replacement of crowns, jackets, inlays, and onlays shall be provided no more often than once in any five-year period and then only in the event that the existing crown, jacket, inlay or onlay is not satisfactory and cannot be made satisfactory. The five-year period shall be measured from the date on which the restoration was last supplied, whether paid for under this Plan, under any prior dental care contract or by the Plan Member.
12. Endodontics, including pulpotomy, direct pulp capping and root canal treatment;
13. Anesthetic services (including I.V. sedation) performed in connection with covered services. Anesthetic services consist of the administration of any anesthetic agent or anesthetic drug by injection or inhalation, the purpose of which is to render the patient unconscious.

The administration of a local infiltration or block anesthetic or analgesia is not covered. The use of nitrous oxide will be covered.
14. Periodontal services, including surgical and nonsurgical procedures for treatment of gums and supporting structures of the teeth.
15. Preventative plaque control program, including oral hygiene programs.

B. PROSTHODONTIC SERVICES

Payment for these services will be made on the basis of eighty (80%) percent of the Usual and Customary fee.

1. Initial installation of fixed bridgework (including pontics and abutment crowns, inlays and onlays).
2. Initial installation of partial or full removable dentures (including any adjustments during the six-month period following installation).
3. Replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework.

Replacement of an existing prosthesis will be made only if it is five years since initial placement and the appliance is unserviceable and cannot be made serviceable.

C. ORTHODONTIC SERVICES

Payment for these services will be made on the basis of eighty (80%) percent of the Usual and Customary fee.

3. Diagnosis, including models and X-Rays.
4. Active treatment, including necessary appliances.
5. Retention treatment following active treatment.

D. IMPLANTOLOGY SERVICES

Payment for these services will be made on the basis of fifty (50%) percent of the Usual and Customary fee.

E. TEMPORAL MANDIBULAR JOINT DYSFUNCTION SERVICES

Payment for these services will be made on the basis of one hundred (100%) percent of the Usual and Customary fee.

EXCLUSIONS

1. Treatment or supplies which are provided to a Plan Member by any federal or state government agency, except Medicaid, or any municipality, county or other political subdivision;
2. Charges for which benefits are provided to a Plan Member by any hospital, medical or dental service corporation, any group insurance,

franchise or other pre-payment program for which an employer, union trust, or association make contributions or payroll deductions;

3. Treatment or supplies with respect to congenital malformations, except that this limitation shall not affect eligible newborn children as described in the definition of dependent in the Plan;
4. Treatment or devices that increase the vertical dimension of an occlusion, restore an occlusion to normal, replace tooth structure lost by attrition or erosion, or otherwise;
5. Services or supplies which are cosmetic in nature, including but not limited to, charges for personalization or characterization of dentures;
6. Treatment or supplies for which the Plan Member would have no legal obligation to pay in the absence of this or any other similar coverage;
7. Services provided, supplies furnished or devices started prior to the effective date of a Plan Member;
8. Fissure sealants;
9. Periodontal splinting, equilibration and gnathological recordings;
10. Myofunctional therapy;
11. Prescription drugs, pre-medication, and analgesias;
12. Experimental procedures which have not been accepted by the American Dental Association;
13. Charges incurred by the Plan Member for failure to keep a scheduled visit with the dentist;
14. Charges for the completion of any insurance forms;
15. Services for any condition covered by worker's compensation or similar legislation;
16. Services, the cost of which has been or is later recovered in any action at law or in compromise or settlement of any claim;
17. Charges for hospitalization, including hospital visits;
18. Services other than those specifically provided herein.

FAIRVIEW SCHOOL DISTRICT VISION BENEFITS SCHEDULE

Services/Products	Frequency	Allowance	Patient Responsibility
Eye Exam and Refraction	Once per 12 months, under age 19, students to age 25. Once per 24 months for adults.	\$25	In network: \$0 Out of network: provider charge. *
Single Vision Lenses	Once per 12 months, under age 19, students to age 25. Once per 24 months for adults.	\$12 per pair	In network: \$0 Out of network: provider charge. *
Bifocal Lenses	Once per 12 months, under age 19, students to age 25. Once per 24 months for adults.	\$21 per pair	In network: \$0 Out of network: provider charge. *
Trifocal Lenses	Once per 12 months, under age 19, students to age 25. Once per 24 months for adults.	\$28 per pair	In network: \$0 Out of network: provider charge. *
Aphakic/ Lenticular Lenses	Once per 12 months, under age 19, students to age 25. Once per 24 months for adults.	\$60 per pair	In network: \$0 Out of network: provider charge. *
Non-Standard Lenses (such as photochromic, polycarbonate or progressive "no line" bifocals)	Once per 12 months, under age 19, students to age 25. Once per 24 months for adults.	\$12-single \$21-bifocal \$28-trifocal \$60-aph/len	In network: Difference between non-standard and standard lens charge minus a 10% discount Out of network: provider charge. *
Frames (up to a \$60 retail value)	Once per 24 months for all ages.	\$15	In network: \$60 or less, patient pays \$0; over \$60, patient pays the difference between \$60 and the provider's charge. Out of network: provider charge. *
Contact Lens Prescription and Fitting	Once per 12 months, under age 19, students to age 25. Once per 24 months for adults.	\$0	In network: \$0 Out of network: provider charge.
Standard Contact Lenses (daily wear or spherical)	Once per 12 months, under age 19, students to age 25. Once per 24 months for adults.	\$27	In network: \$0 Out of network: provider charge. *
Specialty Contact Lenses (disposables)	Once per 12 months, under age 19, students to age 25. Once per 24 months for adults.	\$27	In network: \$75 or less, patient pays \$0; over \$75, patient pays the difference between \$75 and the provider's charge. Out of network: provider charge. *
Medically Necessary Contacts	Once per 12 months, under age 19, students to age 25. Once per 24 months for adults.	\$250	In network: \$0 Out of network: provider charge. *
Additional Services/Products	As needed.		In network: Available at out of network allowances. **
Vision Care Options (such as tints, contact lens solution)	As needed.	10 % discount off charge	In network: 90% of charge. ** Out of network: not covered.

- One pair of eyeglasses (lenses and frames) OR one pair of contacts is eligible within a benefit period.

* Members must submit claim forms for out-of-network services. Members are then reimbursed an amount equal to the program allowance for eligible out-of-network exam services, lenses, frames, or contacts.

** These discounts are only available at the point of purchase.

EXHIBIT "A"

Original to Bldg. Administrator
Copy to Superintendent
Copy to Association President

GRIEVANCE REPORT

STEP ONE

Location _____ Date _____

Name of Grievant _____

Address _____

Contract Provision(s) violated _____

Facts upon which grievance is based: _____

Action Desired:

Signature of

Grievant _____

Signature of Building

Representative _____

(not required)

Answer of Building Administrator:

Date _____ Signature of Building Administrator _____

STEP TWO

Appealed to Step Two on _____ (Date) _____

Basis of Appeal:

Action Desired:

Signature of Grievant _____

Date of Hearing: _____

Answer of Superintendent:

Date: _____ Signature of Superintendent _____

STEP THREE

Appealed to Step Three _____ (Date) _____

Basis of Appeal:

Action Desired:

Signature of Grievant _____

Answer of School Board: _____

Date: _____ Signature of School Board Secretary _____

Appealed to Arbitration: _____ (Date)

By _____

FEA President's Signature or Grievant's Signature

NOTE: Absence of timely appeal will result in final settlement on the basis of the last answer. Absence of a timely answer will result in automatic progression to the next step. In case of grievances filed by or on behalf of the Board, substitute the applicable counterpart at the various steps.

IF ADDITIONAL SPACE IS NEEDED FOR ANY STEP, ATTACH INFORMATION TO ORIGINAL AND TWO COPIES.

EXHIBIT “B”

PDE 82-1 AND PDE 82-3

PROFESSIONAL RATING FORMS

RULES AND REGULATIONS

3339

Commonwealth of Pennsylvania	DEPARTMENT OF EDUCATION	333 Market St., Harrisburg, PA 17126-0333
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PDE 82-1 (4/13)

CLASSROOM TEACHER RATING FORM

Last Name	First	Middle
District/LEA	School	
Rating Date:	Evaluation: (Check one)	<input type="checkbox"/> Semi-annual <input type="checkbox"/> Annual

(A) Teacher Observation and Practice

Domain	Title	*Rating* (A)	Factor (B)	Earned Points (A x B)	Max Points
I.	Planning & Preparation		20%		0.60
II.	Classroom Environment		30%		0.90
III.	Instruction		30%		0.90
IV.	Professional Responsibilities		20%		0.60
(1) Teacher Observation & Practice Rating					3.00

Domain Rating Assignment 0 to 3 Point Scale (A)	
Rating	Value
Failing	0
Needs Improvement	1
Proficient	2
Distinguished	3

(B) Student Performance—Building Level Data, Teacher Specific Data, and Elective Data

Building Level Score (0—107)	
(2) Building Level Score Converted to 3 Point Rating	

(3) Teacher Specific Rating	
(4) Elective Rating	

(C) Final Teacher Effectiveness Rating—All Measures

Measure	Rating (C)	Factor (D)	Earned Points (C x D)	Max Points
(1) Teacher Observation & Practice Rating		50%		1.50
(2) Building Level Rating		15%		0.45
(3) Teacher Specific Rating		15%		0.45
(4) Elective Rating		20%		0.60
Total Earned Points				3.00

Conversion to Performance Rating	
Total Earned Points	Rating
0.00-0.49	Failing
0.50-1.49	Needs Improvement
1.50-2.49	Proficient
2.50-3.00	Distinguished
Performance Rating	

☐ Rating: Professional Employee, OR ☐ Rating: Temporary Professional Employee

I certify that the above-named employee for the period beginning _____ and ending _____ has received a performance rating of: (month/day/year) (month/day/year)

☐ DISTINGUISHED ☐ PROFICIENT ☐ NEEDS IMPROVEMENT ☐ FAILING

resulting in a FINAL rating of:

☐ SATISFACTORY ☐ UNSATISFACTORY

A performance rating of Distinguished, Proficient or Needs Improvement shall be considered satisfactory, except that the second Needs Improvement rating issued by the same employer within 10 years of the first final rating of Needs Improvement where the employee is in the same certification shall be considered unsatisfactory. A rating of Failing shall be considered unsatisfactory.

Date _____ Designated Rater / Position: _____ Date _____ Chief School Administrator

I acknowledge that I have read the report and that I have been given an opportunity to discuss it with the rater. My signature does not necessarily mean that I agree with the performance evaluation.

Date _____ Signature of Employee

PDE 82-3 (4/14) **NONTEACHING PROFESSIONAL EMPLOYEE (NTPE) RATING FORM**