

**AGREEMENT
BETWEEN THE
COUNCIL ROCK SCHOOL DISTRICT**

AND

**COUNCIL ROCK EDUCATIONAL
SUPPORT PROFESSIONAL ASSOCIATION**

JULY 1, 2019 - JUNE 30, 2022

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PREAMBLE

This Agreement is entered into as of the _____ day of _____, 2019, by and between the Council Rock Board of School Directors (Board) on behalf of the Council Rock School District (District) and the Council Rock Educational Support Professional Association (CRESPA), hereinafter called the "Association". The parties agree that the term Professional as used in this Agreement does not grant rights under the Pennsylvania School Code of 1949 Title 24-Education other than what has been bargained herein or incorporated by past practice.

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

The District recognizes the Association as the exclusive and sole bargaining agent for collective bargaining for all employees included in the bargaining unit as certified by the P.L.R.B. No. PERA-R-7904-E as described hereinafter.

In a subdivision of the employer unit comprised of all full-time and regular part-time non-professional employees including but not limited to: secretarial/clerical, aides, custodians, food service, athletic trainer, computer technicians, payroll, transportation specialist, maintenance, recess aides, and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

Maintenance of Membership

Each employee in the bargaining unit who, on the effective date of this Agreement, is a member of the Association, or who joins the Association after the effective date of this Agreement, shall remain a member of the Association for the duration of this Agreement, provided that any such employee may resign from the Association at any time by providing written notice to the Association and District of the employee's intent to resign from the union.

ARTICLE II ASSOCIATION RIGHTS

1. The District agrees to furnish to the Association in response to reasonable written requests all information by law available to the public concerning the financial resources of the District.

2. Whenever any representative of the Association is mutually scheduled by the parties – i.e. the Association and the Board – to participate, during working hours, in negotiations, grievance procedures, conferences, and meetings, he/she shall suffer no loss in pay or reduction of accumulated sick leave.
3. The Association shall have the privilege of using school office equipment at times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.
4. The Association shall have the privilege of using school buildings for meetings in accordance with standard District procedures in effect for the temporary use of school facilities.
5. The Association shall have the privilege of using the inter-school mail facilities and school mailboxes, bulletin boards, and e-mail, subject to CRSD Board Acceptable Use Policy.
6. The Superintendent will approve the request for release time for Association Representatives to attend PSEA/NEA/ESPA House of Delegates not to exceed three (3) days for each representative who attends.
7. Association Representatives will be given release time to attend NEA/PSEA/ESPA conferences, workshops, committee, and association meetings and other District approved and/or sponsored meetings or conferences not to exceed twenty (20) person days during the school year and thirty (30) days total per year. The Association will submit a written request to the District for any association member wishing to take advantage of the terms of the provisions of this paragraph. Approval of any other request to attend conferences or meetings will be at the sole discretion of the Superintendent.
8. The Association will reimburse the District for the salary cost and/or substitute cost incurred for any leaves granted other than under Sections 2, 6A and 6B of this article.

ARTICLE III EMPLOYEE RIGHTS

1. Absence Due To Injury On The Job. During the first fourteen calendar days when an employee has been absent due to an occupational injury or disease sustained in the performance of his/her duties resulting in an approved Workers' Compensation claim, the District will continue to pay full wages. However, the employee is required to return to the District the Worker's Compensation check received from day seven (7) – fourteen (14). Whenever possible, the District shall notify the employee on or before day seven (7) of the requirement to remit back to the District the Worker's Compensation check received from day seven (7) – fourteen (14).

When the employee is absent beyond a fourteen calendar day period as a result of the occupational injury or disease sustained in the performance of his/her duties, the employee will continue to receive full compensation during said absence within the limits of the individual's remaining accrued sick leave, using 1/3 sick leave day per day absent and 2/3 charged to Worker's Compensation Leave. When sick leave has expired, the employee will be paid by the Workers'

Compensation insurance carrier in accordance with Pennsylvania State law Workers' Compensation provisions.

Medical expenses will be reimbursed by the District within the limits defined in the Workers' Compensation and Occupational Disease Laws of Pennsylvania. During the period in which the employee receives full pay, his/her pay will be computed by adding to the compensation benefits prescribed by law, the difference between the compensation benefit and the individual's normal pay with the appropriate deduction made from sick leave.

2. Suspension Pay – All earning for the period up to the suspension and/or dismissal shall be paid on the next regular pay date. In the event an employee who has been suspended or dismissed is found not guilty of the charges, or if the charges are dismissed, the employee shall receive payment for all wages lost due to the suspension or dismissal. Such payment shall be at the discretion of the administration or contingent upon a determination of an arbitrator should the parties not agree.
3. Employee File – The employee shall have the right, upon 24 hour notice, to review the contents of his/her employee file. Materials may be copied at the expense of the employee. The employee shall be permitted to attach an explanation or statement of clarification, expressing his/her viewpoint, to any items to be placed in his/her file in the District Administrative Office.
4. School Closing – Unless the District administrative office is closed, then all twelve-month employees shall be expected either to report to work or take a personal day, or day from their accumulated vacation or accept loss of pay for the day. When the District Administrative Offices are closed, then no twelve-month employee reports to work for that day. However, personnel assigned to the maintenance department will be expected to report for work unless otherwise notified.
5. Educational Conferences – The Superintendent/Designee may approve requests of support professionals to attend educational conferences or workshops at no loss of pay with said conference or workshop expenses paid by the District. Excepting the summer Bucks County IU in-service program, conference attendance shall be limited to ten members per year. The District shall pay for the registration cost of secretarial employees to attend the summer IU in-service program. The Athletic Trainers will be reimbursed for the cost of travel, lodging, registration and meals for attendance at the annual National Athletic Trainers Association conference.
6. The parties agree to continue the practice of employees receiving an annual in-service training day. Planning and implementation shall be the sole responsibility of the District Administration.
7. The District may require classifications of employees to be CPR certified. The District will provide any required training and be responsible for any payment for certification. Failure to become certified shall not have a negative impact on employment.

8. An employee who has worked in excess of three (3) calendar months shall not be terminated or given a disciplinary suspension without pay except for reasonable cause. The employee may grieve such imposition of disciplinary suspension or termination through the grievance procedure to arbitration.

Should an employee receive a disciplinary written reprimand or a written warning, the employee may grieve under the reasonable cause standard up through Step II of the grievance procedure. The employee shall be apprised of his/her right to attach a rebuttal statement to the letter of reprimand.

9. The HR leadership shall provide to the Association job descriptions and/or revised evaluation instructions for review by the Association. However, final determination of job descriptions or evaluation instruments shall be vested in the Superintendent.
10. Flex Time – Employees shall be given the opportunity to attend courses, workshops, seminars or work related conferences beyond the employees regularly scheduled work hours and thus be eligible for one day of “flex time”. Teaching Assistants and Library Assistants may accrue a second day of “flex time” for approved courses, workshops, seminars, or conferences that occur outside the employees working hours when these activities are used for required professional development as defined in this agreement. This second day of “flex time” will be credited to the employee’s work schedule only on half-day in-service days designated in the school calendar and only with prior approval by the school district.
11. Professional Development for Teaching Assistants – the responsibility for earning the required 20 professional development hours per year belongs to the employee. Council Rock will continue with the Exchange Day through support staff in service provided on Election Day in November. On scheduled early dismissal days the District will provide workshops for Special Education Teaching Assistants which will be Chapter 14 compliant. The District will provide three (3) separate topics and will offer each topic on three of the scheduled early dismissal days. Each Teaching Assistant is required to attend one workshop on each topic each year.

The District will assist Teaching Assistants in tracking their professional development hours provided through district workshops in the district tracking system. Teaching Assistants taking workshops provided through other entities will be responsible for documenting and tracking those hours. The District will accept any PDE, IU, or PSEA approved program in order for an individual to become highly qualified. See also, Appendix E. The Association, on behalf of employee classifications other than Instructional Aides, may request topics in in-service training for said classification(s). The District will attempt to provide such training in the following year.

Employee presenters who are required to prepare and present Chapter 14 courses shall be awarded 2 times the number of credit hours for developing and presenting.

ARTICLE IV
PAID LEAVES OF ABSENCE

1. Personal Illness

A. The District will provide leave as set forth below for the personal illness or disability of the employee.

- (1) Ten (10) month employees receive ten (10) days per year;
- (2) Twelve (12) month employees receive twelve (12) days per year
- (3) Unused sick days will accumulate from year to year. Employees will have an accounting of available sick days through the district's HRIS – Human Resource Information System. Bargaining unit member absence statistics will be reviewed annually by the district.

2. Emergency Leave

A. Definitions:

- (1) Immediate family shall be defined as: mother, father, brother, sister, son, daughter, wife, husband, parent-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchildren to immediate family, anyone residing in the same household.
- (2) Near relative shall be defined as: first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law.

B. Policies:

- (1) Death in the Immediate Family – When a death occurs in the immediate family, the employee may be absent three days without loss of pay. Any further approved absence beyond the three days because of death in the family, will be without loss of pay, at the discretion of the Superintendent.
- (2) Death of a Near Relative – When a death of a near relative occurs, a member of the bargaining unit may be absent, without loss of pay, for a period of one day except when the distance to be traveled exceeds 275 miles one way, at which time the member of the bargaining unit may be absent without loss of pay, for a period of two days. Any further approved absence will be without loss of pay at the discretion of the Superintendent.
- (3) Illness in the Immediate Family – When it becomes necessary for an employee to attend to a member of the immediate family who is ill, such an employee shall be allowed two days absence without deduction of pay. Additional time may be granted at the discretion of the Superintendent. This additional time will be taken from the employee's accumulated sick leave.

- (4) For absences due to reasons 1-3 above, the employee shall identify the employee's relationship to the immediate family member or near relative for whom the leave is taken.
- (5) Jury Duty – If a member of the bargaining unit is selected for jury duty, the Superintendent shall be notified immediately. Employees shall be paid, by the employer, the difference between the base per diem rate and the jury duty pay.

ARTICLE V UNPAID LEAVES OF ABSENCE

1. Unpaid Leaves – Employees shall be entitled to request an unpaid leave of absence for a period not to exceed one year. Such leave shall be granted at the discretion of the Superintendent, who may also extend the period of leave an additional year on a case-by-case basis.

Any employee while on leave of absence may, at his/her option, continue their group insurance coverage by making appropriate payments to the District as long as it is acceptable to the insurance carrier for the District.

2. Return from Leave – Upon return to active employment immediately upon the expiration of the authorized leave of absence, all benefits of employment in force at that time shall be restored to said employee. Seniority shall remain intact but shall not accrue while on leave of absence.

ARTICLE VI SENIORITY

1. Seniority – Seniority is defined as the length of service of the employee in the District from the first day of work on a bargaining unit job. The date used to establish seniority as hereinbefore described will be the earliest effective date listed on the Board action employing the bargaining unit member. Lot shall determine seniority of employees who have the same seniority date. The District will post an updated seniority list by name, date of seniority, date of hire, job classification, and building each contract year. Employees shall have thirty (30) days to report any corrections to Human Resources. Seniority will be interrupted by a layoff, resignation, and termination for a continuous period of more than one year or failure to report within five days of a notice to return to work. Seniority may also be broken if an employee is absent without authorization for more than five days.
2. Reduction in Force – When a reduction in force or a lay-off becomes necessary, it is agreed that those employees under consideration for such action are, at the Superintendent's discretion, equally qualified, the employee with the most seniority will be retained.

A. Bumping Process

- (1) In the bumping process, the person bumped shall be the lowest seniority person in the classification and have less seniority than the person doing the bumping.
 - (2) The bumper will be the person whose position is abolished.
 - (3) The bumper shall bump only into an open and Board approved position. The bumper shall receive the rate applicable to the position being filled on the date he/she is assigned.
3. Recall – When persons who are laid-off are recalled, recall will be affected in the reverse order of lay-off. The salary rate for such reinstated employee will not be decreased unless such employee's salary rate in the position from which he/she is furloughed is above the maximum salary being paid for the position to which the employee is reinstated – in which case said employee will receive the maximum salary rate for the position to which the employee is position to which the employee is reinstated.
4. Position, Postings, Transfers: When a permanent vacancy exists, no recruitment for such will be sought until expiration of ten (10) school days unless the immediate recruitment is needed for emergent situations. Notification of vacancies will be posted on the district's website and copied to the Union President. As vacancies arise, the District will contact any employees who have indicated an interest in those vacant positions. There shall be no posting of a position as long as there are furloughed employees in that classification.

Such notice shall include the title, salary, and qualifications as identified by the administration for the position. Administrative discretion shall be utilized as to which applicants receive interviews. Notification will be by the Superintendent or his designee, in writing. Internal candidates who have gone through the interview process and whose qualifications are the same or equal to other candidates, such internal candidates shall be given consideration for the position.

Vacancies shall be filled on the basis of qualifications as articulated in the job posting, solicitations for the position, and shall also include such intangibles as deemed appropriate by the Administrator. For vacancies that are posted, employees must submit their credentials to the Department of Human Resources on or before the deadline set forth in the posting. Each employee will be screened to determine whether their credentials contain the prerequisite skills to qualify for the posted vacancy. Employees will be notified in writing when their credentials do not meet the prerequisites contained in the job description. Employees whose credentials meet the prerequisites of the job posting will be interviewed.

The District and the Association agree that employees that are screened and found eligible for the job category will not need to be screened for successive job postings in the same category.

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All applicants who may be selected to interview shall be given the same objective tests and go through the same interview process. Where qualifications are equal, consideration shall be given to current employees. An employee not chosen to fill a vacancy may challenge the decision within three (3) days of notification of non-selection according to the following process: A review committee comprised of two (2) members of the Association and up to two (2) members of the Administration shall meet within five (5) days of an employee notifying review committee will uphold the challenge and result in the challenging employee filling the position. In no event will the decision of the Administrator or decision of the review committee be subject to the grievance and arbitration process.

5. Lateral Transfers – A request by an employee to transfer to a different building or position will be made in writing. Copies of the request will be filed with the immediate supervisor, the Association and the Superintendent's office by the employee. The application will set forth the reasons for transfer, the school, department or position sought and the applicant's qualifications. The decision shall be solely within the discretion of the Superintendent and every effort will be made to insure that transfers will be made in a fair and equitable manner. An employee who is involuntarily transferred or involuntarily reassigned may request a meeting with his/her Manager and the HR Director if the employee has concerns about transfer/assignment.

When employees transfer within job categories or to different job categories all benefits including seniority and credit for years of experience in the District will be transferred with the employee for use of placement on the salary schedule. The District reserves the right to transfer employees between departments or buildings.

6. Transfer to a New Classification – Employees as defined in Article I, when transferred to a new classification, will carry their earned seniority within the District.
7. Temporary Assignments – Current employees temporarily assigned to positions with higher rates of pay shall receive the higher rate from the first day of the assignment.

The District will notify the president of the bargaining unit when it is known that a temporary bargaining unit position will be available for the full school year.

8. Overtime – Employees who are required to work overtime at the discretion of the District in excess of forty (40) hours per week or eight (8) hours a day will be paid one and one-half (1 1/2) times the employee's current hourly rate of pay for Monday through Saturday and two (2) times for Sunday and holidays. No overtime shall be worked except as authorized by the appropriate administrator, and shall be awarded based upon each building's requirements and the recognized skills involved in performing the overtime work. See Appendix D.

9. Building Check /Emergency Call-In– An employee who has a building check on Saturday will be paid two hours at time-and-a half if there is no other activity scheduled in the building. Additionally, any employee who is called into work in an emergency situation outside his/her normal work shift shall be paid a minimum of two (2) hours. Overtime pay provisions will apply as appropriate.

10. Extended School Year Positions

In the event an extended school year (summer) teachers' assistant position with a particular class or student becomes available, the position shall be posted in accordance with the procedure set forth in this Agreement, provided however, that when a teachers' assistant who has worked with such a particular class or student in the prior school year applies for such extended school year position, such teachers' assistant shall have the right to continue in the position during such extended school year. In the event the teachers' assistant who has worked with such particular class or student does not apply for the extended school year position, then the district shall fill the position with a teachers' assistant currently employed by the District who is qualified to assume that position and who applies for the position in accordance with the procedures set forth in this Agreement. This section shall not apply to autistic support extended school year positions.

ARTICLE VII DEDUCTION OF MEMBERSHIP DUES

1. Deduction from Wages – The District agrees to deduct dues from the wages of members for local Association and the Pennsylvania Educational Support Professional Association as said members authorize the District to deduct and transmit the monies electronically to the Council Rock Educational Support Professional Association. The CRESPA/ESPA/PSEA will provide the District with a list of those employees who have authorized the District to deduct dues for the Association. The time schedule for deductions and format for the payroll deduction authorization card will be jointly reviewed and determined with the payroll department of the business office.

The Association shall indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District or its agents as a result of any action taken or not taken under the provisions of this Article.

ARTICLE VIII PROBATIONARY PERIOD

1. Probationary Period – All new and reclassified employees of the District will be employed with a three-month probationary period. Should a reclassified employee not be successful or voluntarily decide to return to his/her previous classification, the employee shall be returned to the same position if available or to a similar position within that classification.
2. Part-time employees converted to full-time employment in the same position shall not serve a probationary period.

ARTICLE IX
VACATIONS AND HOLIDAYS

1. Vacation Schedule.

- A. Vacation calculations for twelve-month employees are based on the school district fiscal year from July 1st through June 30th. If the employee works less than six (6) months in the first year of employment (July through June) no vacation may be taken for the remainder of that current year. The first year for that employee to receive vacation will be the subsequent fiscal year beginning July 1st.
- B. When a part-time regular employee moves to a full-time position, their placement on the vacation schedule shall be pro-rated and changed accordingly. Accrued vacation time from the part-time position shall be prorated when carried over to a more full-time position. All accrued leave time shall be recorded and charged in hours relative to the employee's normal hourly schedule. By way of example, a five (5) hour employee with one (1) accrued vacation day who transfers into a seven and one half (7 1/2) hour position shall be entitled to roll over five (5) hours of vacation time.
- C. Vacation time may be taken when it is mutually agreeable with the person's immediate supervisor. When it cannot be agreed upon mutually, the Superintendent and the President of CRESPA will decide. In their absence, it will be decided by the President of CRESPA's designee and the Superintendent's designee. Vacation days should be used in the year awarded. Employees may carry over no more than the number of unused vacation days that they earned in the given calendar year.
- D. Vacation is an earned benefit. Vacation calculations for twelve-month employees are based on the school district fiscal year from July 1st through June 30th. If an employee is hired before July 1st of that school district fiscal year, he/she is entitled to five (5) days vacation after six (6) months of employment. For example, if someone were hired in March then he/she would receive five (5) vacation days in September of that same year, which equates to six (6) months of completed employment.

If hired prior to January of that fiscal year the employee will receive five (5) days vacation effective six (6) months from his/her hire date. On July 1st the employee will receive five (5) additional days for a total of ten (10) days if his/her five (5) days were not utilized. However, the employee is not entitled to ten (10) days vacation until the employee completes two (2) years of service as of July 1st.

- E. Twelve month employees who have less than eighteen (18) years of experience as of June 30, 2001 shall be entitled to a maximum of twenty (20) vacation days per year in accordance with the schedule listed below. Those CRESPA employees who have completed eighteen (18) years of service prior to June 30, 2001 shall receive the same number of vacation days as were available to them in the 2000-2001 school year.

At least six (6) months	5 days
At least one (1) year or more prior to July 1st	5 days
At least two (2) years or more prior to July 1 st	10 days
At least five (5) years or more prior to July 1st	15 days
At least ten (10) years or more prior to July 1st	20 days

- F. If an employee is rehired by the District within 2 years of the date of separation then said employee shall be placed on the vacation schedule and wage seniority step at the level at which they were when the break in service began.
2. Holidays – When the school calendar is adopted, the holiday schedule will be posted. Eleven (11) paid holidays will be provided for 12-month employees and two (2) paid holidays for 10-month employees for the duration of this contract.
- If school is held in session on a day previously designated as a holiday, then the employees will work the day at straight time and will receive a compensatory day off at the employee's option.
3. Personal Days – Three (3) personal days will be granted to 12-month employees and three (3) personal days for 10-month employees for the duration of this contract. For all days "personal business" shall suffice as a reason for leave request. An employee may convert all unused personal days per year to sick leave.
4. Substitute Calling Service- Substitute calling service will continue for the duration of the contract.
5. All calculations for leave purposes shall be recorded in hours relative to the employee's normally scheduled daily work hours. When an employee changes assignments and therefore has a change in regularly scheduled work hours, all leave rollovers to the new assignment will be prorated on an hourly basis. By way of example, a five (5) hour employee with one (1) accrued vacation day who transfers into a seven and one half (7 ½) hour position shall be entitled to roll over five (5) hours of vacation time.

ARTICLE X HOURS OF WORK

1. Custodial and Maintenance employees' regular workweek shall consist of five consecutive days not exceeding eight hours per day with a scheduled starting and quitting time.
2. When classified as full time the following employees shall work a five day workweek not exceeding seven point five (7.5) hours per day with a scheduled starting and quitting time: Administrative Secretary, Accounting Specialist, Secretaries for Principals and Assistant Principals, Payroll Specialist, Transportation Specialist, Secretaries at Administration and Guidance Secretaries. Unless otherwise noted in the Agreement, all other employees when classified as fulltime will work a five-day workweek not exceeding seven (7) hours per day.

3. Computer Technicians will be normally scheduled for 7.5 hours per day. In the event a Computer Technician works beyond 7.5 hours per day, he/she will be eligible for overtime compensation, including pay at one-and-one-half the regular hourly rate for hours worked beyond 40 hours in a work week.
4. Time and one-half shall be paid for all hours Monday through Saturday in excess of forty hours per week. Time off for authorized leave shall be counted as hours worked for purposes of calculating overtime pay. The District will not be held responsible for payment of unauthorized overtime. Only the Superintendent or his designated representative may authorize overtime work. Double time will be paid for authorized Sundays and holidays.
5. The starting time, finish time and lunchtime will be determined by the Administration. Lunchtime is not considered in computing work time. A one-half hour uninterrupted meal period will be provided.

Should the employee be required to assist students during the half hour uninterrupted meal period, the employee shall be compensated at their hourly rate of pay for that period.

6. Work Break – Each 6-1/2 hour or in excess of 6-1/2 hour per day employee will be permitted to take a ten minute break between their starting time and lunch time, and between the time they resume work after lunch. One ten minute break opportunity shall be available to employees who work in excess of four hours per day to 6-1/2 hours per day. The District shall provide the employees with a place to keep their personal belongings and a place for employees to take their breaks.
7. Employees shall be paid for the period of time they are assigned to work. Any work performed by such employees beyond their regularly scheduled hours must have prior approval of their supervisor and shall be at their regular rate except as provided herein.
8. All employees shall receive their work schedule (work location, hours, starting and finishing time) on or before September 1st of each year of this Agreement. It is understood that the District may change an employee(s)' work schedule after notifying the employee(s) one (1) month in advance of the change unless extenuating circumstances require a shorter notice period or in the event the employee and the District agree to a shorter notice period.
9. Non-traditional Workweek - In the event the district establishes a non-traditional workweek or night shift, the District will first ask for volunteers. If there are not enough volunteers, the District may assign employees in reverse order of seniority. The involuntarily assigned employees will have the right of first return to their previous position if there is a vacancy in that position.
10. Summer In-services – In the event an employee is requested by an administrator to attend an in-service during the summer months, he/she shall be entitled to his/her regular rate of pay.

ARTICLE XI
FRINGE BENEFITS

1. Upon ratification of this Agreement, only Employees who work thirty (30) hours or more hours per week shall be eligible for fringe benefits. Employees who work twenty (20) hours or more per week and were employed prior to ratification of this Agreement shall be grandfathered and shall remain eligible for fringe benefits., effective January 1, 2020 and through the duration of the remainder of this agreement, the District will offer the following health care plans: Personal Choice C4-F3-O2 and Personal Choice C3-F1-O1. The PC C4-F3-O2 plan will be the base plan and the PC C3-F1-O1 will be the buy-up plan option. Employees electing the buy-up plan option will pay the total difference toward the cost of PC C3-F1-O1 and the base plan, PC C4-F3-O2. The Association agrees that the District may, at its discretion offer these plan designs either through a fully-insured or self-insured method in order to provide the least cost alternative for the District and its employees. The Memorandum of Understanding, attached as Appendix C, is incorporated herein as though set forth at length.

Bargaining unit members will be required to make the following premium contributions through mandatory payroll deduction from January 1, 2020 through June 30, 2020 in the first year of the agreement, and thereafter from July 1 (12 month employees) and September 1 (for 10 month employees) through June 30 in each year of the agreement.

Effective Date	Personal Choice C4-F3-O2	
	<u>Under \$38,000</u>	<u>Over \$38,000</u>
January 1, 2020	7%	9%

Effective Date	Personal Choice C4-F3-O2	
	<u>Under \$38,000</u>	<u>Over \$38,000</u>
July 1, 2020	9%	11%
July 1, 2021	12%	14%

2. Prescription Coverage:

Effective January 1, 2020 and for the remainder of the Agreement, the prescription program shall have a \$ \$10 copay for generic prescriptions, \$30 copay for brand formulary prescriptions, and \$50 copay for non-formulary prescriptions, and \$50 copay for specialty drugs. The program will include the Network + plus and call for generics programs. For a 90 day supply of maintenance prescriptions, whether mail order or retail, there will be two copays. There will be a 4th Tier of \$50 for specialty drugs. During the 2019-2020 school year, clinical utilization programs shall be implemented for prescription drug benefits including prior authorization, step therapy, and drug quantity management.

3. The District shall have the right to substitute a health care provider for those currently offered provided that the benefits offered are equal to the current provider. By equal to, the parties do not mean that each benefit is identical but mean that the overall benefit package as a whole provided to the employee group is not negative to the employee group when compared to the plan for which it is being substituted. For the duration of this agreement, if a change in health plan provider occurs, the health plan must be equal to or better than the PC C4-F3-O2 plan with the employee contribution obligations to be in accordance with Article XI, Paragraph 1, above. In the event that the District anticipates changing insurance carriers, reasonable notice will be given to the association membership, presentations will be offered to explain the new plans and open enrollment will be made available for staff to reconsider health plan choices.
4. The District and the Association agree to cooperate in the examination of the Bucks-Montgomery Health Care Consortium.
5. The District shall sponsor an IRS Section 125 Plan that will permit employees to tax shelter contributions to medical benefits. The Section 125 Plan shall be subject to IRS Regulations. The District and the Support Association agree that Council Rock School District will contribute \$250 into a Section 125 Flexible Spending Account (FSA) for each Bargaining Unit member eligible for benefits for the 2019-2020 school year only Employees shall be permitted to make contributions into the FSA through payroll deduction up to the prescribed plan annual limits.
6. The District and the Association agree that it is the parties' intent that the benefit plans provided hereunder may not be permitted to trigger any excise tax or penalty under the Affordable Care Act or any other applicable law. Beginning in January 2017, and each January thereafter, the District's Healthcare consultant shall advise the parties' whether any excise tax would be triggered based upon premium calculations to be implemented in July of that year. Should the tax be triggered, the parties will immediately meet with the consultant to modify the Plan to fall below the tax trigger point, unless consented to by the District. If there is a disagreement over the different plan design changes to meet this objective, the dispute shall be submitted in an expedited fashion to an arbitrator to decide. The parties will mutually agree upon the arbitrator or if they cannot agree, the arbitrator shall be selected through the American Arbitration Association's rules on expedited arbitration with the hearing to be held by April 1. The arbitrator shall choose either the plan (s) designs offered by the District or the Association with the provision that the Plan(s) must be below the tax threshold. The arbitrator may issue the awarded without subsequent opinion. The award shall be issued within seven (7) days of the close of the hearing.
7. The District will provide bargaining unit members a short-term and long-term disability plan. The District shall contribute 100% premium for the core level benefit for the short-term and long-term plan. Employees, through payroll deduction, may purchase additional coverage. Support staff employees who have sick leave must exhaust the sick leave prior to receiving Short Term Disability payments, and may not use their available vacation leave and personal business leave while receiving Disability payments. Benefit periods for Family Medical Leave and Disability shall run concurrently.

8. The District shall pay the premium for a group life insurance policy for each member of the bargaining unit in the amount of \$35,000 for the duration of the contract. The Board shall pay the premium of a life insurance policy in the amount of \$2,000 for part-time employees who work less than 20 hours per week.
9. The dental plan through MetLife shall be continued at District expense. The annual maximum per member will be \$1500.
10. The District will implement effective October 1, 2015, the NVA Option V Vision Plan. The Support Employee premium share will match the premium shares established for the medical plans as outlined above.
11. The District will provide not more than \$20,000 per year in total for reimbursement for job-related, District-approved educational courses. The District and the Association will mutually review the guidelines for reimbursement of job related District approved courses. The guidelines shall be attached as Appendix B to the Collective Bargaining Agreement.
12. The District and the Association agree to maintain the current sick bank.
13. In the event of a death of a member of the bargaining unit, medical/dental coverage for the spouse and family shall continue for ninety (90) days with the District and the Association sharing equal cost payments.
14. Employee premium contributions may be withheld by the District by way of payroll deductions equally amortized (or as close thereto as reasonably possible) in accordance with the District's normal payroll cycle. Following an employment separation, the District may withhold unpaid employee premium contributions due for the period preceding the date of separation from the employee's final pay, or invoice the employee for direct payment net thirty (30) days.

ARTICLE XII RETIREMENT

1. Other Compensation

A. Severance Pay

- (1) Any member of the bargaining unit employed in the Council Rock School District for ten (10) years shall be paid for unused sick days. These days shall be computed at the following rates per hour multiplied by the number of hours worked, with a limit to be set at \$8,000. The below figures include the negotiated increases for the term covered by this Agreement.

2019-2020	\$ 9.76
2020-2021	\$ 9.93
2021-2022	\$10.08

If the employee has in excess of \$8,000 of unused days the employee may apply the difference to the individual cost of health insurance.

- (2) In the event of death of a member of the bargaining unit who would have been eligible under "1." above at the end of the school year in which his/her death occurred, his/her beneficiaries will be paid as in "1." above.

B. Payroll Distribution

Employees will be paid on the 15th and 30th of the month (except for February wherein payment shall be the last day of the month). When the 15th or 30th falls on a weekend or holiday, payment will be available on the preceding banking day.

C. Mileage Reimbursement

The District shall reimburse employees the mileage rate determined allowable by the IRS, effective January 1 of the preceding fiscal year, for the use of personal vehicles in the performance of work assignments or other employer business.

ARTICLE XIII
GRIEVANCE PROCEDURE

1. Definitions

- A. Grievance – A grievance is a complaint regarding the meaning, interpretation or application of any provision of this Agreement.
- B. Claimant – A claimant is the person, persons or the Association alleging a grievance.

2. Procedure – The parties agree that every effort will be made to resolve all such problems through oral discussion with immediate supervisors, and/or administrative staff.

3. Level I – A claimant who believes he/she has a Grievance shall reduce such grievance to writing on a form agreed to by the parties and shall submit such grievance in writing to the immediate supervisor within thirty (30) calendar days of the act upon which the grievance is based. Failure to submit a written grievance within such period shall constitute a bar to processing of the grievance. The immediate supervisor shall meet with the claimant and a representative of the Association within eight (8) working days following receipt of the written grievance. The immediate supervisor shall respond to the grievance in writing within eight (8) working days after such meeting.

4. Level II – If action taken at Level I fails to satisfactorily resolve the grievance, the grievance may be submitted in writing by the claimant to the Superintendent within eight (8) working days of the employee's receipt of the written grievance Level I decision. The Superintendent shall schedule a meeting of all parties within eight (8) working days of receipt of the employee's appeal to discuss the issue. The Superintendent shall respond to the grievance in writing within eight (8) working days after said meeting.

5. Level III – If the grievance has not been resolved by the Superintendent, the Association may submit the grievance to arbitration within twenty (20) working days from the date of the Superintendent's decision. If the parties cannot agree as to the arbitrator, the arbitrator will be selected from a panel of arbitrators provided by the American Arbitration Association in accord with the rules which will likewise govern the arbitration proceeding. The arbitrator will have the authority to apply the provisions of this Agreement, and to render a decision on any grievance coming before the arbitrator but will not have the authority to amend or modify this Agreement, or to make a determination in areas which are subject to negotiations or affect the taxing power of the Board or its responsibility for public funds, nor make determinations on matters that must be adjudicated under a method of review prescribed by law. Both parties agree to be bound by the award of the arbitrator.
6. Miscellaneous
 - A. It is the intention of the parties that the time limits provided in this Article will be observed but may be extended by mutual consent. Otherwise, the failure of either party to adhere to the time limits established in the steps provided in this Article will advance the grievance automatically to the next applicable step.
 - B. Forms for filing grievances shall be prepared jointly by the Board and the Association and be available to members of the Association upon completion.

ARTICLE XIV NO STRIKE/NO LOCKOUT

It is mutually agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act, Act 88 or other applicable legislation, during the life of this Agreement, nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement.

The employer will not engage in any lockout of bargaining unit employees during the life of this Agreement.

ARTICLE XV MODIFICATION OF AGREEMENT

This Agreement shall not be modified except by written amendment duly ratified and signed by both parties which shall be physically attached to the official copies thereof.

This Agreement shall be printed at the shared expense of the District and CRESA within thirty (30) days after the Agreement is ratified and signed. The format of the printed Agreement shall be determined jointly.

ARTICLE XVI SEPARABILITY CLAUSE

In the event any provision of this Agreement is found to be inconsistent with any statute or law, the provision of such statute or law shall prevail, and if any provision herein is found to be

invalid and unenforceable by a court or any administrative agency having jurisdiction, then such provision shall be considered void, but all other provisions shall remain in full force and effect.

ARTICLE XVII
DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2019 and continue in full force until June 30, 2022.

ARTICLE XVIII
WAGE SCHEDULES

1. In 2019-2020, effective on July 1, 2019, employees shall move one (1) step, if applicable, and the wage rate at each step of the wage schedule shall be increased by 1.75%.
2. In 2020-2021, effective on July 1, 2020, the wage rate at each step of the wage schedule shall be increased by 1.75%.
3. In 2021-2022, effective on July 1, 2021, employees shall move two (2) steps, if applicable, and the wage rate at each step of the wage scheduled shall be increased by 1.5%.
4. Reclassifications- The position of grounds staff will be moved to maintenance mechanic classification effective July 1, 2019.

The position of maintenance/receive position at Chancellor will be reclassified to maintenance mechanic effective July 1, 2019.

The position of Administrative Assistant to the Director of IT will be reclassified to .5 Administrative Secretary/.5 Desktop Support effective July 1, 2019.

5. Effective for the 2019-2020 school year and each year thereafter, Teacher Assistants working in particularly challenging assignments will earn an annual stipend of \$150.00. The stipend will be paid on May 30th of each year and will be prorated depending on the hours worked during the year in question.
6. The wage schedule attached hereto as Appendix "A" reflects the provisions of this Article XVIII.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective representatives duly authorized as of the day and year first written above.

COUNCIL ROCK EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION

By: 
President

COUNCIL ROCK BOARD OF SCHOOL
DIRECTORS

By: 
President

APPENDIX A **WAGE SCHEDULE**

Admin Secretary	2019-2020	2020-2021	2021-2022
Step 1-5	\$ 28.07	\$ 28.56	\$ 28.99
Step 6-10	\$ 28.84	\$ 29.34	\$ 29.78
Step 11-20	\$ 29.56	\$ 30.08	\$ 30.53
Step 21+	\$ 36.94	\$ 37.59	\$ 38.15
Accounting Specialist	2019-2020	2020-2021	2021-2022
Step 1-9	\$ 27.50	\$ 27.98	\$ 28.40
Step 10-19	\$ 29.08	\$ 29.59	\$ 30.03
Step 20+	\$ 35.88	\$ 36.51	\$ 37.06
Secretary- Principal, Guidance, Coor, District Admin (Sec.4)	2019-2020	2020-2021	2021-2022
Step 1-3	\$ 22.84	\$ 23.24	\$ 23.59
Step 4-9	\$ 23.99	\$ 24.41	\$ 24.78
Step 10-17	\$ 27.23	\$ 27.71	\$ 28.13
Step 18-23	\$ 28.11	\$ 28.60	\$ 29.03
Step 24-26	\$ 30.24	\$ 30.77	\$ 31.23
Step 27-29	\$ 32.41	\$ 32.98	\$ 33.47
Step 30+	\$ 34.80	\$ 35.41	\$ 35.94
<i>Grandfathered (on Step 15 or above on 6/30/15)</i>			
Step 10-17	\$ 27.23	\$ 27.71	\$ 28.13
Step 18-23	\$ 28.11	\$ 28.60	\$ 29.03
Step 24+	\$ 34.80	\$ 35.41	\$ 35.94
Secretary- Asst. Princ, School Officers	2019-2020	2020-2021	2021-2022
Step 1-3	\$ 20.24	\$ 20.59	\$ 20.90
Step 4-9	\$ 22.76	\$ 23.16	\$ 23.51
Step 10-11	\$ 23.97	\$ 24.39	\$ 24.76
Step 12-19	\$ 25.17	\$ 25.61	\$ 25.99
Step 20-25	\$ 26.25	\$ 26.71	\$ 27.11
Step 26-28	\$ 27.29	\$ 27.77	\$ 28.19
Step 29+	\$ 28.66	\$ 29.16	\$ 29.60
<i>Grandfathered (on Step 19 or above on 6/30/15)</i>			
Step 18-23	\$ 26.04	\$ 26.50	\$ 26.90
Step 29+	\$ 28.66	\$ 29.16	\$ 29.60

Library Assistants, Recpt., SHS Attendance, Clerical Aides

	2019-2020	2020-2021	2021-2022
Step A	\$ 18.09	\$ 18.41	\$ 18.69
Step B	\$ 18.61	\$ 18.94	\$ 19.22
Step C	\$ 19.15	\$ 19.49	\$ 19.78
Step D	\$ 19.70	\$ 20.04	\$ 20.34
Step 1-4	\$ 20.24	\$ 20.59	\$ 20.90
Step 5-6	\$ 21.18	\$ 21.55	\$ 21.87
Step 7	\$ 22.31	\$ 22.70	\$ 23.04
Step 8-9	\$ 22.76	\$ 23.16	\$ 23.51
Step 10+	\$ 23.22	\$ 23.63	\$ 23.98

Clerical Aides

	2019-2020	2020-2021	2021-2022
Step A	\$ 15.64	\$ 15.91	\$ 16.15
Step B	\$ 16.17	\$ 16.45	\$ 16.70
Step C	\$ 16.71	\$ 17.00	\$ 17.26
Step D	\$ 17.25	\$ 17.55	\$ 17.81
Step 1-2	\$ 17.79	\$ 18.10	\$ 18.37
Step 3-4	\$ 18.25	\$ 18.57	\$ 18.85
Step 5-7	\$ 18.64	\$ 18.97	\$ 19.25
Step 8-9	\$ 19.17	\$ 19.51	\$ 19.80
Step 10-15	\$ 20.11	\$ 20.46	\$ 20.77
Step 16+	\$ 21.41	\$ 21.78	\$ 22.11

Teacher Assistants

	2019-2020	2020-2021	2021-2022
Step A	\$ 19.60	\$ 19.94	\$ 20.24
Step B	\$ 20.13	\$ 20.48	\$ 20.79
Step C	\$ 20.67	\$ 21.03	\$ 21.35
Step D	\$ 21.20	\$ 21.57	\$ 21.89
Step 1-3	\$ 21.73	\$ 22.11	\$ 22.44
Step 4-6	\$ 22.05	\$ 22.44	\$ 22.87
Step 7-9	\$ 23.10	\$ 23.50	\$ 23.85
Step 10+	\$ 23.66	\$ 24.07	\$ 24.43

Bus Monitors

	2019-2020	2020-2021	2021-2022
Step 1-6	\$ 18.25	\$ 18.57	\$ 18.85
Step 7+	\$ 18.97	\$ 19.30	\$ 19.59

Café, Recess, Hall Monitors	2019-2020	2020-2021	2021-2022
Step A	\$ 14.44	\$ 14.69	\$ 14.91
Step B	\$ 14.97	\$ 15.23	\$ 15.46
Step C	\$ 15.52	\$ 15.79	\$ 16.03
Step D	\$ 16.06	\$ 16.34	\$ 16.59
Step 1-6	\$ 16.60	\$ 16.89	\$ 17.14
Step 7+	\$ 17.25	\$ 17.55	\$ 17.81
Maintenance Mechanic/Central Warehouse Specialist	2019-2020	2020-2021	2021-2022
Steps 1-4	\$ 29.67	\$ 30.19	\$ 30.64
Steps 5-10	\$ 30.89	\$ 31.43	\$ 31.90
Steps 11+	\$ 32.90	\$ 33.48	\$ 33.98
Maintenance Specialist	2019-2020	2020-2021	2021-2022
	\$ 36.56	\$ 37.20	\$ 37.76
Groundskeeper	2019-2020	2020-2021	2021-2022
	\$ 29.03	\$ 29.54	\$ 29.98
Shipper/Receiver/Security/Mail Carrier	2019-2020	2020-2021	2021-2022
	\$ 23.99	\$ 24.41	\$ 24.78
Staff Nurse	2019-2020	2020-2021	2021-2022
Step 1-6	\$ 29.55	\$ 30.07	\$ 30.52
Step 7+	\$ 30.13	\$ 30.66	\$ 31.12
Transportation/Access Specialist	2019-2020	2020-2021	2021-2022
Step 1-4	\$ 28.49	\$ 28.99	\$ 29.42
Step 5-10	\$ 29.64	\$ 30.16	\$ 30.61
Step 11-13	\$ 30.80	\$ 31.34	\$ 31.81
Step 14+	\$ 32.97	\$ 33.55	\$ 34.05
Van Driver	2019-2020	2020-2021	2021-2022
	\$ 21.82	\$ 22.20	\$ 22.53
Technical comm. Specialist	2019-2020	2020-2021	2021-2022

\$	47.63	\$	48.46	\$	49.19
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Computer Network Support Technician

	2019-2020	2020-2021	2021-2022
Step 1	\$ 29.24	\$ 29.75	\$ 30.20
Step 2	\$ 29.83	\$ 30.35	\$ 30.81
Step 3	\$ 30.41	\$ 30.94	\$ 31.40
Step 4	\$ 31.01	\$ 31.55	\$ 32.03
Step 5	\$ 31.93	\$ 32.49	\$ 32.98
Step 6	\$ 32.92	\$ 33.50	\$ 34.00
Step 7	\$ 43.30	\$ 44.06	\$ 44.72
Step 8	\$ 44.49	\$ 45.27	\$ 45.95
Step 9	\$ 46.12	\$ 46.93	\$ 47.63
Step 10+	\$ 46.12	\$ 46.93	\$ 47.63

Information System Support Specialist/Desktop Support Specialists

	2019-2020	2020-2021	2021-2022
Step 1- 3	\$ 26.98	\$ 27.45	\$ 27.86
Step 4	\$ 31.28	\$ 31.83	\$ 32.31
Step 5	\$ 32.05	\$ 32.61	\$ 33.10
Step 6	\$ 32.88	\$ 33.46	\$ 33.96
Step 7	\$ 33.69	\$ 34.28	\$ 34.79
Step 8	\$ 34.51	\$ 35.11	\$ 35.64
Step 9	\$ 35.40	\$ 36.02	\$ 36.56
Step 10+	\$ 36.26	\$ 36.89	\$ 37.44

Athletic Trainer

	2019-2020	2020-2021	2021-2022
Step 1-3	\$ 45,830.00	\$ 46,632.00	\$ 47,331.00
Step 4-6	\$ 54,997.00	\$ 55,959.00	\$ 56,798.00
Step 7-9	\$ 64,163.00	\$ 65,286.00	\$ 66,265.00
Step 10-12	\$ 73,327.00	\$ 74,610.00	\$ 75,729.00
Step 13	\$ 76,994.00	\$ 78,341.00	\$ 79,516.00
Step 14-15	\$ 79,144.00	\$ 80,529.00	\$ 81,737.00
Step 16-17	\$ 81,292.00	\$ 82,715.00	\$ 83,956.00
Step 18-19	\$ 83,441.00	\$ 84,901.00	\$ 86,175.00
Step 20-21	\$ 85,591.00	\$ 87,089.00	\$ 88,395.00
Step 22+	\$ 88,112.00	\$ 89,654.00	\$ 90,999.00

APPENDIX B

Guidelines for Reimbursement for Job-related, District-approved Educational Courses

Introduction

Article XI, Section 5, of the Collective Bargaining agreement between the CRESPA and the CRSD provides that a sum of \$20,000 per year will be provided to support staff employees for reimbursement for job-related, District approved courses. To be eligible, the employee must be employed by the District at the time the course is approved and when the course is completed. The following is the process for employees to request reimbursement.

1. Reimbursement on a first come first served basis will be made to employees for the tuition/cost of an educational course to a maximum of \$20,000. No reimbursement will be made for the course expenses (i.e. supplies, books, etc.). Maximum reimbursement shall be \$500 per employee per fiscal year.
2. Requests for reimbursement shall be made on the appropriate District Form which will be available in school offices and Human Resources. Requests for payment must include the following:
 - Receipt or evidence of payment from the institution that offered the educational course.
 - Official transcript or other written evidence indicating satisfactory completion of the educational course. In the case of college level undergraduate or graduate courses, a grade of "B" or higher will be deemed satisfactory.
 - Reimbursement will be made within 30 days of receipt of the above information.
3. Reimbursement will be made according to the following schedule:

For educational coursework, workshops or other planned courses below the level of an undergraduate college course	100% of the cost of the course, to a maximum of \$500 per employee per fiscal year (July 1- June 30)
For each undergraduate and graduate level course at an accredited college or university	Up to \$500 of tuition costs

4. If there are remaining funds available on June 30 from the \$20,000, these funds will be distributed to those employees who have taken a course or workshop for which they received no reimbursement. The reimbursement will be an equal distribution of the remaining dollars among those eligible up to the maximum reimbursement allowed.

APPENDIX C
Council Rock School District
Bucks County, Pennsylvania

TO:	Charles Rehm, President Council Rock Educational Support Professional Association (CRESPA)
FROM:	David M. Bollinger, Director of Human Resources Council Rock School District
DATE:	March 1, 2011

2009 Change to Self Funded Health Plans

Memorandum of Understanding

Whereas the Collective bargaining Agreement stipulates in Article XI, Fringe Benefits, Section 2:

"The District shall have the right to substitute a health care provider for those currently offered provided that the benefits offered are equal to the current provider." and

Whereas the administration of health plans stipulated in Article XI can be continued under a self-funded program instead of a fully insured program and administered in accordance with the stipulated provisions of the plan designs, and

Whereas it is the expressed expectation of the District that CRESPA members will have their health plans administered in the same manner as previously experienced under the fully insured model, and

Therefore, be it resolved that the Executive Board of CRESPA and the District accept that the self-funded program provided by the District, rather than a fully insured program, under the following criteria for self-funding the health care plans for CRESPA, be Instituted effective in the 2009-2010 school year, by the District and their agents and providers involved in the administration of the CRESPA health plans:

- a. All current and future Federal and State mandates of benefits required of fully insured health plans must be complied with in all self-funded health plans provided by the District.
- b. *The District shall provide each bargaining unit member with a Plan Document for all self-funded health plans. Included within the Plan Document shall be a detailed coverage description. This detailed coverage description shall be known as the Summary Plan Description (SPD).*

- c. *The coverage level, doctor and hospital network of any Self-Funded Model shall be identical to the coverage level as is in place in the 2008/09 CRESPA Collective Bargaining Agreement. It is further understood that the District or its agents and providers cannot guarantee that the network of doctors and hospitals will not change at the discretion of the doctors and hospitals.*
- d. *Whoever the Third Party Administrator (TPA) is for the Self Funded Plan, the TPA shall be restricted to providing only aggregate claims information to the District. No individualized usage information shall be provided to the Council Rock School District for any reason unless authorized or supplied by the employee or the employee's family member In question. Should CRESPA determine that individualized plan information has been provided to the District by anyone other than the CRESPA employee or their family member themselves, the Third Party Administrator's (TPA's) contract with the Council Rock School District shall immediately be terminated for cause.*
- e. *The Council Rock School District shall maintain the dispute resolution process for all claim denials as it currently exists in the 2008/09 Plan year with Independence Blue Cross. The dispute resolution process shall be provided to each bargaining unit member, which will outline the process for disputes concerning Urgent Care, Pre-service claims, Post-service claims and concurrent care.*
- f. *There shall be no preferential treatment with regard to claim reimbursement based on bargaining unit or non-bargaining unit status.*

Effective upon institution of the self-funded program, a committee of nine (9) members shall be established and convened at least once a year or more often on an as needed basis to discuss issues or concerns regarding the administration of the District's self-funded health plans. Each of the District's employee associations shall select its own representatives. This committee of nine (9) shall be comprised of three (3) members of CRAA (the administrative group), three (3) members of CRESPA (the support staff group), and three members (3) of CREA (the certificated professional group). The agenda for each meeting shall be mutually agreed to by a representative from each organization. A committee chairperson role shall rotate each plan year between the three (3) organizations. The Chair of the committee shall have the responsibility for preparing the agenda for each meeting. It shall be the responsibility of the committee Chair to schedule and conduct all committee meetings.

- g. *In each plan year, prior to open enrollment commencing, the District will calculate the new premium equivalent rates for the self-funded health plans offered in the coming school year. That calculation will determine the contractually obligated contribution rates for the different coverage levels for each plan. CRESPA members will contribute toward (1) the expected claims, (2) an additional claims reserve fund (covering claims between the expected claims level and the stop loss attachment point), (3) the stop loss insurance premium, and (4) the cost of administering the claims through the third party administrator.*

- h. CRESPA shall withdraw, discontinue and end any and all grievance and unfair labor practice actions pending as of the last date set forth below relating to the District's self-insured health benefits program, Including but not limited to Grievance Numbers 08-09-07 and 08-09-08 and the matter captioned as PSEA/NEA v. Council Rock School District (PERA-C-09-272-E).*

IN WITNESS WHEREOF, the parties have set their hands and seals intending to be legally bound hereby.

Council Rock Educational Support
Professional

Council Rock School District

Charles Rehm, CRESPA President
Date: _____

Kyle McKessy, Schoolboard President
Date: _____

Appendix D
COUNCIL ROCK SCHOOL DISTRICT
Bucks County, Pennsylvania

To:	CRESPA
From:	Council Rock School District Administration
Date:	October 5, 2007
Re:	Memorandum of Understanding – Assignment of Maintenance Overtime and Building Check Hours

Whereas, there have been inequities in access to overtime and building check hours in the past for all qualified and interested maintenance personnel, and

Whereas, maintenance personnel have communicated an interest in establishing an administrative system that offers more equitable opportunity for all Maintenance Staff to be assigned overtime or building check hours, and

Whereas, the administration is open to providing all members of the Maintenance Staff equitable opportunities while maintaining the contractual administrative discretion in determining a) how much overtime is offered and b) which employees will ultimately be assigned to perform overtime duties,

Now, be it resolved that the District shall implement the following process and procedures in determining how overtime and building check hours are offered.

1. The award of overtime continues to be at the discretion of Council Rock School District.
5. Overtime and building check hours shall be authorized and awarded by the Supervisor of Operations or Property Services Manager, based upon the skill requirements of the work required.
6. The administration will offer qualified maintenance staff an amount of overtime hours each year that is relatively consistent with all other qualified maintenance staff.
7. Soliciting requests by qualified maintenance staff for overtime hours, and the determination of the process for who receives overtime shall be the responsibility of the Supervisor of Operations or Property Services Manager.
8. If non-specialist overtime is required in a specific building; the building mechanic, or mechanics, assigned to that building will have first right of refusal for the overtime.
9. If the building mechanic, or mechanics, refuses the overtime, the overtime will then be offered to other qualified maintenance personnel.

10. When overtime is required of a specific trade specialist or specialist trade group (i.e. HVAC, Plumbing, Electric, Grounds, Painting, Warehouse/Receiving); the Specialist, or Specialists, or Maintenance Mechanics assigned to that specialist trade group will have first right of refusal for the overtime. If the Specialist, or Specialists, or Maintenance Mechanics assigned to the trade group, refuse the overtime, the overtime will then be offered to other interested and qualified maintenance personnel.
7. The determination of overtime assignments will be based on the equalization of the sum of refused and accepted overtime. This way everyone will have the similar opportunities to accept overtime. The process will include tracking the hours that an individual refuses and accepts overtime (see attached sample tracking form).
8. The quantity of refused and accepted overtime will be calculated continuously through the year and posted in the maintenance shop area each month. Each time a request is
11. If an individual accepts the overtime assignment, these hours will be noted as hours worked once completed.
12. When overtime is available, the persons with the lowest quantity of hours, used plus refused, will be considered first.
13. The overtime for building check will be made available to all Maintenance Mechanics and Maintenance Specialists. Since there is a training period required, during fiscal year 2007/2008 the Administration will entertain the addition of 5 additional (total of 10) Maintenance Mechanics/Specialists to perform building check.
14. In subsequent years we will entertain a maximum of 10 Maintenance/Specialist personnel for this type of overtime. The selection of who receives the building check overtime hours will be by using the same equalization process indicated above.
15. If a Maintenance Mechanic or Specialist has the opportunity to receive overtime necessitating their specialized trade or trade group, that person would perform that work prior to performing building check overtime hours. In this case the building check overtime shall be offered to the person previously selected and trained to perform building check, with the lowest amount of refuse/accepted overtime.
16. This process does not relinquish the Administration's contractual right to select specific maintenance personnel for overtime with specific skills over other maintenance personnel.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of October, 2007.

Attest: _____

COUNCIL ROCK SCHOOL DISTRICT

BY: _____
Supervisor of Operations
Superintendent of Schools

Attest: _____

COUNCIL ROCK EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION

BY: _____
President

Appendix E
Council Rock School District
Backs County, Pennsylvania

Special Education Paraprofessional
Requirements and Procedures

These requirements and procedures are administered to comply with revised Pennsylvania Department of Education. Special Education Chapter 14 Regulations which became effective July 1, 2008. Therefore, compliance with these regulations is a condition of employment for all Council Rock special education teaching assistants, beginning in the 2008-2009 school year.

Instructional Paraprofessionals (Chapter 14. &14.1051

1. Definition-

An instructional paraprofessional is a school employee who works under the direction of a certificated staff member to rapport and assist in providing instructional programs and services to children with disabilities and eligible young children. The support and assistance includes one-to-one or group review of material taught by certificated staff, classroom management, and implementation of positive behavior support plans. Services may be provided in a special education class, regular education class or other instructional setting as provided in the student's LEP.

2. Instructional paraprofessionals shall meet one of the following qualifications effective by July 1, 2010:

A. Have completed at least 2 years of postsecondary study

Requires at least 48 semester credit hours documented by college/university, transcripts submitted to the Council Rock Human Resources Office by July 1, 2010, or as a condition of employment effective January 1, 2009.

B. Possess an associate degree or higher.

Requires documentation by a college/university transcript or a college/university diploma, submitted to the Council Rock Human Resources Office by July 1, 2010, or as a condition of employment effect, January 1, 2009.

C. Meet a rigorous standard of quality as demonstrated through a State or Local assessment.

Council Rock will accept rigorous standards of quality as provided through programs offered by PDE/PaTTAN, Buck Como+ Intermediate Unit, PA State Education Association, or other professional agencies who have developed paraprofessional programs which are deemed by the

Comical Rock administration to meet a rigorous standard of quality. Paraprofessionals must submit evidence of completion to the Council Rock Human Resources Office by July 1, 2010, or as a condition of employment effective January 1, 2009.

- D. Newly employed paraprofessionals, henceforth will be required to meet one of the standards in A-C above as a condition of employment. They must meet the standard prior to being employed, however if no qualified candidates have any of these credentials prior to employment, the recommended candidate must agree to achieve the standard within the first year of employment.

Instructional paraprofessional, each school year, shall provide evidence of 20 hours of staff development activities related to their assignment..

- A. Each Council Rock special education paraprofessional must provide annually evidence of 20 hours of staff development activities related to the employee's paraprofessional assignment.
- B. The paraprofessional will be responsible for submitting documentation of the 20 hours to their building administrator annually using the district form (attached).
 - i) The completed form with a complete listing of the paraprofessionals staff development activities (do NOT write "see attached- on the form) plus supporting documentation must be submitted to the building administrator by June 30 of each school year.
 - ii) The building administrator will sign off on each activity to verify that it is related to the paraprofessional's assignment.
 - iii) Only a copy of the log sheet will be maintained by the building administrator and the Human Resources/Staff Development Office. The paraprofessional shall maintain a file of the log sheet and the supporting documentation of activity completion after it has been approved by the building administrator. If the PA Department of Education or the District requires specific documentation of the completed staff development activities, the employee will be required to provide such documentation if and when it is requested by the administration.
 - iv) This requirement applies to all Council Rock paraprofessional employees. employed as special education teaching assistants, effective in the 2008-2009 school year.
 - v) In accordance with PDE Chapter 14 Special Education regulations, failure to submit this completed form and present documentation of completion of annual staff development requirements may be grounds for termination of employment

C. Paraprofessionals employed during the school year will have a pro-rated requirement in meeting the 20 hours of qualified staff development activities. The list below designates the requirement for paraprofessionals hired after the beginning of the school year:

- i) Those hired in the first quarter of the school year will be required to complete the full 20 hours of staff development before June 30 of that school year.
- ii) Those hired in the second quarter of the school year will be required to complete $\frac{3}{4}$ or 15 hours of staff development prior to June 30.
- iii) Those hired in the third quarter of the school year will be required to complete $\frac{1}{2}$ of hours, or 10 staff development hours prior to June 30.
- iv) Those hired in the final quarter of the school year will be required to complete $\frac{1}{4}$ of the required hours or 5 staff development hours before June 30.

Personal Care Assistants

1. Definition-

A personal care assistant provides one-to-one support and assistance to a student, including support and assistance in the use of medical equipment (for example, augmentative communication devices; activities of daily living; and monitoring health and behavior). A personal care assistant may provide support to more than one student, but not at the same time.

2. Requirements-

Personal care assistants shall provide evidence of 20 hours of staff development activities related to their assignment each school year. The 20 hours of training may include training required by the school-based access program. The procedural requirements listed above in sections 3.8.(i)-(v) shall also apply to Personal Care Assistants.

Not-Compliance

Those employees who are unable to meet the Chapter 14 procedural expectations stipulated in these Requirements and Procedures above will be given notice of termination prior to the beginning of the subsequent school year.

Anneals

In the event that very unusual circumstances mitigate the paraprofessional's ability to access programs and complete these requirements in a timely fashion, the paraprofessional may appeal for special consideration under such circumstances PRIOR to the expiration of the deadlines specified herein. Such appeals will be considered by the Director of Special Services and the Director of Human Resources, and their collective decision shall be final.

**Appendix F
COUNCIL ROCK
Council Rock School District
Bucks County, Pennsylvania**

TO: Chuck Rehm, President
Council Rock Education Support Professionals Association

FROM: Christine Trioli, Director, Human Resources
Council Rock School District

DATE: October 17, 2013

Collective Bargaining Agreement Amendments

Memorandum of Understanding

The Council Rock School District and the Council Rock Education Support Professional Association agree to establish a second salary tier for the position of Information System Support Analyst thus creating a two tier salary schedule for that position. The initial salary tier will encompass service years one (1) through three (3) and the second salary tier will encompass service years three (3) and beyond thus creating a two tier salary schedule for that position. The new schedule shall take effect on July 1, 2013 and shall be as follows:

<u>Information System Support Analyst</u>	<u>2013-2014</u>	<u>2014-2015</u>
Step 1-3	\$24.74	\$25.11
Step 4+	\$28.74	\$29.11

IN WITNESS WHEREOF, the parties have set their hands and seals intending to be legally bound hereby.

Council Rock Education Support
Professionals Association

Council Rock School District

Chuck Rehm, President

Date

Wendi Thomas Board President

Date