

COLLECTIVE BARGAINING AGREEMENT

between the

COATESVILLE AREA SCHOOL DISTRICT

and the

COATESVILLE AREA TEACHERS ASSOCIATION

2022-2026

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1 **COATESVILLE AREA SCHOOL DISTRICT AND COATESVILLE AREA TEACHERS**
2 **ASSOCIATION**

3
4 **2022-2026 COLLECTIVE BARGAINING AGREEMENT**

5
6 **Recitals**

7
8 WHEREAS, The Board of School Directors (“the School Board”) of the Coatesville Area School
9 District (“the District”), a public employer as defined in the Pennsylvania Public Employee
10 Relations Act, having recognized the Coatesville Area Teachers' Association (an employee
11 organization as defined in said Act and hereinafter referred to as "CATA"), as representatives for
12 collective bargaining purposes for certain “Professional Employees” and as a result of such
13 bargaining having reached agreement with respect to wages and other conditions of employment;
14 and

15
16 WHEREAS, the said Pennsylvania Public Employee Relations Act provides for the reduction of a
17 collective bargaining agreement to writing and execution by the parties;

18
19 NOW, THEREFORE, IN CONSIDERATION of the foregoing premises and the mutual covenants
20 herein contained, the District and CATA, intending to be legally bound hereby, agree as follows:

21 **ARTICLE I. DEFINITIONS**

22
23 **1.1** When used in this Collective Bargaining Agreement and capitalized, the following terms shall
24 have the following meanings:

25
26 A. “Act 88” means Act 88 of 1992, 24 P.S., Article XI-A.

27
28 B. “Act 195” means the Public Employee Relations Act, 43 P.S. §1101.101 et seq.

29
30 C. “Agreement” means this collective bargaining agreement between CATA and the District.

31
32 D. “Applicable Law” means all federal, state and local statutes, ordinances, resolutions and
33 regulations that are applicable to the situation under considerations, including the rules and
34 regulations of any government authority, applicable to the District, CATA or the Employee(s), and
35 includes all applicable case law, court orders, injunctions and consent decrees.

36
37 E. “Assistant Superintendent” means the Assistant Superintendent, the Acting, Substitute or
38 Interim Assistant Superintendent, or the representative or designee of any of them.

39
40 F. “Bargaining Unit Member” means an individual(s) who is in the collective bargaining unit
41 represented by CATA and covered by this Agreement.

42
43 G. “Board” or “School Board” means the Board of School Directors of the District.

44
45 H. “CATA” means the Coatesville Area Teachers’ Association, PSEA-NEA.

- 46
47 I. "CATA President" means the CATA President, substitute, acting or interim CATA President,
48 or his/her designee.
49
50 J. "Collective Bargaining Unit" means the collective bargaining unit that has been certified by the
51 Pennsylvania Labor Relations Board.
52
53 K. "Director of Human Resources" means the Director of Human Resources, the Acting, Interim
54 or Substitute Director of Human Resources, or the representative or designee of any of them.
55
56 L. "District" means the Coatesville Area School District.
57
58 M. "Required by Law" means a mandate contained in law that compels the District to act or refrain
59 from acting and that is enforceable in a court of law. "Required by Law" includes court orders and
60 court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or
61 an administrative body; conditions for participation in any program agreed upon by the District or
62 imposed upon the District for participating in the program; and terms of assurances made by the
63 District to any state or federal agency.
64
65 N. "School Code" means the Public School Code as may be amended from time to time. *See* 24
66 P.S. 1-101 et seq.
67
68 O. "School Day(s)" means any day that school is in session for students, including remote days,
69 flexible instructional days, hybrid days, etc.
70
71 P. "Superintendent" means the Superintendent, the Acting or Interim Superintendent, the
72 Substitute Superintendent, as applicable, or the representative or designee of any of them.

73 **ARTICLE II. MISCELLANEOUS PROVISIONS**
74

75 **2.1 School Board Authority**
76

77 The operation and management of the District and the direction of its employees are vested in the
78 School Board. Except as specifically restricted by the provisions of this Agreement or other federal
79 or state law, the School Board has the exclusive authority to establish policy and manage the
80 conduct of the public schools within its jurisdiction. The School Board's exclusive authority
81 includes but is not limited to, the right to operate the District, to staff the District, to direct the
82 Employees to select its supervisory personnel, to hire new Employees, to lay off Employees, to
83 assign work, to transfer work or Employees; and to discipline and discharge Employees for just
84 cause. This Agreement does not, in any way, restrict the right of CATA as permitted by Act 195
85 to bring to the employer, on a "meet and discuss" basis, policy matters affecting wages, hours,
86 terms or conditions of employment.
87

88 **2.2 Anti-Discrimination**
89

90 It is the policy of the District to not discriminate on the basis of race, age, color, national origin,
91 sex, sexual preference and disability, in its educational programs, activities or employment policies
92 as Required by Law. The District’s Anti-Discrimination Policies are posted on the District’s
93 website.

94

95 **2.3 Term of Agreement**

96

97 This Agreement shall be effective as of December 21, 2022 (“Effective Date”) and shall remain in
98 full force and effect through June 30, 2026, in accordance with the provisions of Act 195. The
99 contract years shall be as follows:

100

- 101 July 1, 2022, to June 30, 2023;
- 102 July 1, 2023, to June 30, 2024;
- 103 July 1, 2024, to June 30, 2025; and
- 104 July 1, 2025, to June 30, 2026.

105

106 **2.4 Emergency Conditions; Emergency Teams**

107

108 A. Emergencies such as fires, snow, serious accident, etc. may cause deviation from the Agreement
109 as determined by the Superintendent.

110

111 B. If an emergency condition should result in the closing of schools, the delayed opening or early
112 dismissal of a school or schools, for students and Bargaining Unit Members, the beginning of the
113 Bargaining Unit Members’ workday or the end of the Bargaining Unit Members’ workday will be
114 adjusted in accordance with the delay or dismissal. The District is required to provide reasonable
115 notification of same to Bargaining Unit Members.

116

117 C. *Special Rules for Early Dismissal Due to Emergency.* In the event of the closing of schools in
118 the District earlier than the regularly scheduled dismissal time as a result of emergency conditions,
119 including but not limited to weather, Bargaining Unit Members shall be permitted to leave work
120 earlier than the regularly scheduled end of the contractual workday as set forth herein.

121

122 1. In the event of an early school closing as set forth in **Section 2.4 Paragraph B,**
123 Bargaining Unit Members not assigned to the designated Emergency Team (discussed below) shall
124 be permitted to leave work no later than thirty (30) minutes after the dismissal time for students in
125 the school in which they are assigned. For example, if students are dismissed at 11 :30 a.m.,
126 Bargaining Unit Members in that school building, not assigned to the designated Emergency Team,
127 shall be dismissed no later than 12:00 p.m.

128

129 2. In the event of an early school closing as set forth in **Section 2.4, Paragraph B,**
130 individuals assigned to the designated Emergency Team shall remain at the school until all busses
131 have completed all runs, dropping off all students from the school in which they are assigned.
132 Emergency Teams shall be notified immediately once drop-off is completed and shall be
133 immediately dismissed to leave the work site.

134

135 3. In the event that individuals assigned to an Emergency Team are required to remain at
136 their assigned school past their contractual workday, those individuals shall receive compensation
137 at their per diem rate of pay prorated for the time that they are required to remain past the
138 contractual workday.

139
140 4. Emergency Teams shall be comprised of one-third (1/3) of bargaining unit employees
141 in the school in which they are assigned. Selection of the Emergency Teams can occur as follows:
142

143 (a) One-third (1/3) of teachers can volunteer to be members of the Emergency Team
144 that will be used for all early dismissals due to weather; or
145

146 (b) All teachers will be randomly divided into three (3) Emergency Teams per
147 building (e.g., Emergency Team A, Emergency Team B, Emergency Team C), each comprised of
148 one-third (1/3) of bargaining unit members. The Emergency Teams will rotate each time there is
149 an early dismissal due to weather. For example, for the first early dismissal, Emergency Team A
150 will be on duty. Emergency Teams B and C will be dismissed no later than 30 minutes after the
151 student dismissal at the building they are assigned. For the second early dismissal, Emergency
152 Team B will be on duty. Emergency Teams A and C will be dismissed no later than 30 minutes
153 after the student dismissal at the building they are assigned.
154

155 (c) In the event that an individual assigned to the applicable Emergency Team on
156 the day of an early school closing cannot remain at the school as required, that individual is
157 responsible for finding his/her own replacement, except that Bargaining Unit Members absent
158 from work on a day Emergency Teams are utilized, are not required to find a replacement.
159

160 (d) The District administration (including site principals) may release Emergency
161 Team teachers earlier than stated herein, at the administration's sole discretion.
162

163 (e) No Bargaining Unit Member who is not a member of the designated Emergency
164 Team shall be required to remain in the school building or on school property after the adjusted
165 dismissal time.
166

167 **2.5 Publication of Agreement**

168
169 Copies of this Agreement shall be made available by electronic publication within sixty (60) days
170 after the agreement is signed.
171

172 **2.6 Scope of Agreement**

173
174 Membership in the bargaining unit is reserved for all full-time and regular part-time non-
175 administrative professional employees of the District.
176

177 **2.7 Severability**

179 If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision
180 shall not be applicable or performed or enforced except to the extent permitted by law and any
181 substitute action shall be subject to appropriate negotiations with CATA as required by law.
182

183 **2.8 Work Stoppage**
184

185 CATA and the District agree not to engage in, instigate or condone any strike, lockout, work
186 stoppage or refusal to perform work on the part of any Bargaining Unit Member covered by the
187 Agreement over issues related to the implementation and/or interpretation of this Agreement to
188 which both parties have agreed. This provision, in no way, takes away the right of the Bargaining
189 Unit Member to strike under Act 195 or under Act 88 in bargaining over a new Agreement.
190

191 **2.9 Zipper**
192

193 The District and CATA agree that all items included in the negotiations package of both parties
194 have been discussed during the negotiations leading to this Agreement. No additional negotiations
195 on this Agreement will be conducted on any item, whether contained herein or not, during the life
196 of this Agreement unless the parties mutually agree to waive this provision of the Agreement.
197

198 **2.10 District Recovery of Financial Obligations**
199

200 There may be times when a Bargaining Unit Member has a financial obligation to the District for
201 the reimbursement of tuition payments or the repayment of health care premiums. When there is
202 such an obligation, the District may deduct the amount owed from any wages owed by the District
203 to the Bargaining Unit Member.

204 **ARTICLE III. CATA RIGHTS AND RESPONSIBILITIES**
205

206 **3.1 Committee Appointments**
207

208 Any committee deemed necessary by the Superintendent which relate to matters concerning
209 Bargaining Unit Members or their welfare shall contain Bargaining Unit Members appointed by
210 CATA.
211

212 **3.2 Payroll Deductions**
213

214 A. For purposes of implementing payroll deductions for dues to CATA, PSEA, and NEA,
215 representatives of the District and CATA will meet within thirty (30) days after the commencement
216 of the school year and will jointly prepare a dues deduction schedule, separately for twenty-two
217 (22) and twenty-six (26) week payroll schedules, setting forth the amount of dues remaining unpaid
218 after each pay period.
219

220 B. The District will notify CATA within five (5) business days after the resignation of a Bargaining
221 Unit Member is accepted within the school year by electronic mail to the membership chair and
222 the President of CATA. Unless advised to the contrary by CATA or by the Bargaining Unit

223 Member terminating his or her employment within ten (10) days prior to the issuance of the
224 Bargaining Unit Member's last paycheck, the amount of the balance of the professional dues owed
225 will be calculated from such dues deduction schedule.
226

227 C. In October of each school year, CATA shall provide the Payroll Department with a list of
228 Bargaining Unit Members who have chosen, by submitted cards, to have CATA dues paid by
229 deduction from pay. No later than February 28th of each year, CATA shall submit any additions
230 or deletions to the October list. Following the submission of the February updated list no new
231 names are to be referred to the Payroll Department.
232

233 **3.3 Payroll Deductions**

234

235 Any and all voluntary payroll deductions made from Bargaining Unit Member's pay, including
236 but not limited to deductions made for tax sheltered annuities, 403(b)s, savings bonds, CATA,
237 PSEA and NEA dues and assessments, PACE contributions, charitable contributions and credit
238 union deductions, shall be sent to Bargaining Unit Member's designated accounts within two (2)
239 weeks from the date said deductions are made.
240

241 **3.4 Bargaining Unit Member Representation by CATA (Professional Rights)**

242

243 Whenever any professional Bargaining Unit Member is required to appear before the
244 Superintendent, Board and any committee or member thereof, and loss of pay or discipline could
245 result from such appearance, he/she shall be afforded the right to have a representative of CATA
246 present. Meetings between a principal and a Bargaining Unit Member should be encouraged for a
247 variety of reasons. However, if in the process of a meeting, the Bargaining Unit Member feels that
248 it definitely becomes a matter relative to discipline and/or a possible loss of pay, he/she shall be
249 afforded the opportunity to have a representative of CATA present.
250

251 **3.5 Rights to CATA/PSEA/NEA**

252

253 CATA may hold meetings on school property and utilize school bulletin boards, email, mailboxes
254 or buildings for the purpose of voting, surveys and distributing literature pertaining to CATA.
255

256 **3.6 Just Cause (Employee Protection)**

257

258 No member of the bargaining unit shall be disciplined, suspended, furloughed, laid off or
259 discharged without just cause. Just cause is hereby defined, for matters of discipline, as any
260 employee conduct which violates any Board policy, practice, rule or regulation, is in violation of
261 the Bargaining Unit Members' responsibilities under the School Code or is behavior which is not
262 permitted under the School Code. Nothing contained in this provision shall limit the Association's
263 right to challenge whether the District has satisfied any of the elements of the just cause standard.
264

265 **3.7 Liaison Roundtable**

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267 A. Purpose, Recommendations, Membership, etc.

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1. The composition of the Liaison Roundtable shall include the President of CATA and four (4) members of CATA, the Superintendent and four (4) representatives from the District’s administration with the appropriate decision-making authority who are chosen in response to the meeting agenda. The liaison Roundtable shall come together for the purposes of exchanging ideas and opinions to formulate solutions to issues of concern between CATA and the District pursuant to an agenda prepared by CATA and submitted to the Superintendent forty-eight (48) hours prior to the meeting.

2. CATA and the District shall comply with the Meet-and-Discuss provisions of Act 195.

3. Liaison Roundtable meetings will be held once per month during the school year. The Liaison Roundtable meeting will be scheduled by mutual agreement.

4. Every effort will be made by the parties to conclude the Liaison Roundtable meeting within one hour.

3.8 Maintenance of Membership

Any Bargaining Unit Member who is a member of CATA or who joins CATA after the effective date of this Agreement must remain a member of CATA for the duration of this Agreement provided that any such Bargaining Unit Member may resign from CATA during a period of fifteen (15) days prior to the expiration of this Agreement.

3.9 Release Time

A. The CATA President may request that the District release a Bargaining Unit Member for the purpose of attending to CATA business outside of the District such as attending conventions, seminars and similar functions. If that request is granted, the cost of a substitute will be paid by CATA to the District. The granting of such a request will be within the discretion of the District. The CATA President will act reasonably with respect to the number and circumstances of such requests and the District will act reasonably in exercising its discretion to grant or deny the requests. The number of hours as to which such requests will be made will not exceed one hundred and sixty (160) hours per semester. A maximum of forty-eight (48) hours per year may be used by any single Bargaining Unit Member. Except in emergencies such requests will be made at least seven (7) calendar days prior to the date of the release.

B. The CATA President may also request that a Bargaining Unit Member be released for the purpose of attendance at a meeting between CATA and the District scheduled by mutual agreement during the school day for purposes related to Agreement administration. If such a request is granted, the cost of a substitute employee will not be paid by CATA, nor will such a request be included as part of the one hundred and sixty (160) hours per semester referred to in the preceding paragraph.

3.10 Posting of Vacancy Positions

314 Postings during the summer vacation will be available on the District website and will be sent to
315 the CATA President electronically.

316 **ARTICLE IV. GRIEVANCE PROCEDURE**

317 **4.1 Definitions**

318
319 A. A grievance is defined as a difference or dispute that arises between the District and any
320 Bargaining Unit Members or CATA as to the meaning or application of this Agreement. (See also
321 **Article III. Section 3.6, Just Cause (Employee Protection)**). A grievance may be initiated by a
322 Bargaining Unit Member or by a CATA representative.

323
324 B. The term "days" when used in this **Article IV** shall, except where otherwise indicated, mean
325 working School Days. For grievances processed during the summer months the timelines for Level
326 Three shall be extended until September 15.

327 **4.2 Purpose**

328
329 A. The primary purpose of having Grievance Procedures is to secure equitable solutions to the
330 problems of the parties involved. Both parties agree that, at the outset of a grievance, proceedings
331 shall be kept informal and confidential, and an effort may be made to solve the grievance through
332 informal procedures before more formal steps are undertaken.

333 B. Rights of Bargaining Unit Members to Representation

334
335
336 1. The Bargaining Unit Member(s) may be represented at all meetings and hearings at all
337 steps and stages of the grievance and arbitration procedure only by CATA. Nothing contained
338 herein shall be construed as limiting the right of any Bargaining Unit Member(s) having a
339 grievance to discuss the matter informally with any appropriate member of the Administration.
340 However, when a Bargaining Unit Member(s) is represented by himself/herself, CATA shall have
341 the right to be present and to state its views at all levels of the grievance procedure. Any
342 adjustment/settlement of such a grievance shall not be inconsistent with the terms of this Collective
343 Bargaining Agreement and a representative of CATA shall be given an opportunity to be present
344 at any such adjustment/settlement. When any such adjustment/settlement is scheduled, prompt
345 written notification of that fact shall be given to the appropriate CATA building representative and
346 to the President and Grievance Chairperson of CATA (written notification shall include a
347 description of the nature of the grievance and the date, time, and place of the scheduled
348 adjustment/settlement.)

349
350
351 2. There shall be no reprisals of any kind by supervisory or administrative personnel taken
352 against any grievant or his/her CATA representative, Grievance Chairperson or any other
353 participant in the procedure set forth herein for reason of such participation.

354 C. Time Limits

355
356 1. Time Limits may be extended at any level by mutual agreement.

359 2. A Bargaining Unit Member may choose to discuss an alleged grievance or problem with
360 his/her immediate administrator and they may agree to a joint resolution of the problem. However,
361 such a joint resolution cannot violate law or this Agreement.
362

363 **4.3 Informal Procedures**

364
365 A. Level One—Informal procedures must be concluded and formal Level Two procedures must
366 be filed within twenty (20) school days.
367

368 B. Informal Meeting(s) with Immediate Administrator. If the informal level of the grievance
369 procedure is being invoked, either the grievant or CATA representative will inform the immediate
370 administrator that the informal level of the grievance procedure has begun. Any resolution at this
371 level, once the administrator has been notified that the grievance procedure has begun shall be
372 recorded on the informal report form.
373

374 **4.4 Formal Procedure**

375
376 A. Level Two—administrator responds in five (5) school days. All grievances arising under this
377 Agreement must be reduced to writing within twenty (20) days after the basis for the grievance
378 could reasonably have been discovered. Such written grievances must be submitted to the
379 Bargaining Unit Member's immediate administrator (usually the building principal) and the
380 Director of Human Resources on the Grievance Form. The Administrator shall respond to the
381 grievance in writing within five (5) days with copies to the Bargaining Unit Member, the grievance
382 chairperson, the CATA President, the School Board President, and the Director of Human
383 Resources.
384

385 **B. Level Three—CATA files in five (5) school days.**
386

387 1. If the grievance is not resolved at Level two or the answer of the immediate administrator
388 is not received within five (5) school days, CATA shall notify the Director of Human Resources
389 of CATA's desire to proceed to Level Three of the grievance procedure. Such notice to the Director
390 of Human Resources must be in writing and must be submitted to him/her within five (5) days
391 after receipt of the written response of the administrator in Level Two of the grievance procedure;
392 or, in the event a written response is not received from the Administrator, within five (5) days after
393 the time has expired for the submission of that written response from the administrator in Level
394 Two.
395

396 2. Director of Human Resources Responds in Ten (10) School Days. Thereafter, the
397 Director of Human Resources will meet with representatives(s) of CATA in an effort to resolve
398 the grievance. The Director of Human Resources or his/her designee shall respond in writing to
399 the grievance within ten (10) days after it is submitted in writing to him/her.
400

401 **4.5 Level Four—CATA Notifies Board Within Five (5) Days.**

402
403 A. If the grievance is not satisfactorily resolved at Level Three, CATA may notify the President
404 of the School Board in writing within five (5) days of receipt of the Director of Human Resources'

405 written response of its intent to proceed to Level Four of the grievance procedure. Thereafter, the
406 School Board's Secretary shall respond in writing to the grievance within ten (10) days after receipt
407 of CATA's written submission to Level Four. The School Board may, but is not required to, request
408 a meeting with CATA to discuss the grievance before the School Board issues its written response.
409

410 B. Board Responds Within Ten (10) Days. The parties recognize that certain grievances will arise
411 in which it will be desirable and appropriate that CATA and the School Board meet for the purpose
412 of understanding the nature of the grievance. In the event such a meeting is requested by CATA,
413 the Board agrees that it will act reasonably in responding to such a request. No affirmation or
414 denial from the school board and/or CATA shall be made public.
415

416 **4.6 Level Five—CATA Must File Within Fifteen (15) Days To Proceed To Arbitration.**

417
418 A. Within fifteen (15) days of the School Board's written response to the grievance, CATA or its
419 representative shall notify the Director of Human Resources of its decision to proceed to
420 arbitration. The District and CATA shall attempt to mutually agree on an arbitrator. If the parties
421 are unable to agree upon an arbitrator, they shall request a list of arbitrators from the Bureau of
422 Medication ("the Bureau"). The arbitrator shall set a mutually acceptable date after consultation
423 with both parties and shall notify the parties to present their case and/or proofs on the date set.
424

425 B. The arbitrator so elected will hear the matter promptly and will issue his/her decision no later
426 than thirty (30) days from the date of the close of the hearings; or, if oral hearings have been
427 waived by the parties in interest, then from the date the final statements and proofs are submitted
428 to him/her. The arbitrator's decision will be in writing and set forth his/her findings of fact,
429 reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted
430 to the CATA Grievance Chairperson, the President of CATA, the President of the School Board,
431 the Director of Human Resources, and the Bargaining Unit Member. The arbitrator will be without
432 power or authority to make any decision which requires the commission of an act prohibited by
433 law or which violates the terms of the Agreement. The decision of the arbitrator shall be binding.
434 The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.
435 The parties shall share equally the expenses of the Arbitrator.
436

437 C. All written records dealing with the grievance shall be filed separately from the Bargaining Unit
438 Member(s) personnel file.
439

440 **4.7 Group Grievances**

441
442 A. If, in the judgment of CATA, a grievance affects a group or class of Bargaining Unit Members,
443 CATA may submit such grievance in writing to the Director of Human Resources directly and this
444 will be considered Level Three. The grievance must be reduced in writing within twenty (20) days
445 after the basis for the grievance could reasonably have been discovered. A meeting shall be
446 convened in order to attempt to remedy said grievance and the Director of Human Resources shall
447 respond in writing to the grievance within ten (10) days following the completion of the meeting.
448

449 B. If the grievance is not satisfactorily resolved at the Director of Human Resource's level, CATA
450 may notify the President of the School Board in writing within five (5) days of receipt of the

451 Director of Human Resource’s written response of its intent to proceed to Level Four of the
452 grievance procedure. Thereafter, the Board’s Secretary shall respond in writing to the grievance
453 within ten (10) days after receipt of CATA’s written submission to Level Four.
454

455 C. The School Board may, but is not required, to request a meeting with CATA to discuss the
456 grievance before the School Board issues its written response. If the grievance is not resolved to
457 the satisfaction of CATA, it may be submitted to arbitration in accordance with 4, above.

458 **ARTICLE V. COMPENSATION/PAY/SALARY/REIMBURSEMENT/STIPEND**
459

460 **5.1 Senior High School Graduation Attendance**
461

462 Bargaining Unit Members required to attend senior high school graduation exercises will be
463 provided released time.
464

465 **5.2 Back To School Night Pay**
466

467 All Bargaining Unit Members are required to attend Back-to-School Night and will be given
468 released time. The released time shall be as agreed to by the District and CATA. Bargaining Unit
469 Members who have attended Back-to-School Night and leave before the released time is given
470 will receive one-half day's pay or released time. Bargaining Unit Members who are hired after the
471 Back-to-School Night will receive one-half a day's less pay and will be so advised when employed.
472

473 **5.3 Class Coverage Pay**
474

475 A. Any time a Bargaining Unit Member is directed to cover a class that Bargaining Unit Member
476 will be compensated at Thirty Eight Dollars (\$38.00) per class coverage.
477

478 B. Pay for class coverage, when appropriate, will be made within the next two (2) pay periods
479 following the coverage(s).
480

481 C. There shall be no class coverage payments except for:
482

483 1. lunch;

484 2. preparation time;

485 3. when coverage is necessary because the Bargaining Unit Member is pulled for
486 professional development/training; or when coverage is necessary because a vacancy has been
487 created due to a separation from employment for any reason (i.e., resignation, retirement,
488 dismissal).
489

490 D. The District shall take all reasonable steps and actions to increase the number of “permanent
491 substitutes” assigned to elementary schools from the current ten (10) to fifteen (15). Permanent
492 substitutes shall not be part of the collective bargaining unit.
493

494 **5.4 Classes Beyond Maximum Load Compensation**
495

A. Any assignment beyond the minimum class assignment will be on a voluntary basis.

496
497
498
499
500

B. In the secondary schools, Bargaining Unit Members who teach six (6) periods in an instructional day that has seven (7) or more periods will be compensated at the rates set forth in the chart below based upon whether the assignment is for one semester or two semesters:

	1 day per cycle	2 days per cycle	3 days per cycle	4 days per cycle	5 days per cycle	6 days per cycle
1 semester assignment	\$416.67	\$833.34	\$1,250.00	\$1,734.68	\$2,168.35	\$2,500.00
2 semester assignment	\$833.33	\$1,666.67	\$2,500.00	\$3,333.33	\$4,166.67	\$5,000.00

501
502

5.5 Reimbursement For Credits Earned

503
504

A. A Bargaining Unit Member who continues professional development through enrollment in an "Approved Graduate Program" or in conjunction with the District's Act 48 Plan following completion of an earned master's degree (Master's Degree - Post Master's courses - Doctorate), shall be eligible for reimbursement of tuition according to the three eligibility requirement categories described below.

509

B. *Definition.* An "Approved Graduate Course" shall be a course that meets the following conditions: (a) the course is provided by an accredited college or university in which a Bargaining Unit Member has enrolled; (b) the college or university is state approved for educational and related licenses or certifications; and (c) the course is a graduate level course.

510

C. *Eligibility Requirements.* In order to be eligible for participation in the Graduate Course/Reimbursement Program, the Bargaining Unit Member shall:

511

1. Be a Bargaining Unit Member in the District at the time of "Pre-Approval" for taking the graduate course.

512

2. Certify that tuition reimbursement requested neither has nor will be subsidized by fellowship, grant or other non-repayable financial assistance program.

513

3. Provide evidence, upon request, that the course is being taken for graduate credit. Not be on unpaid leave of absence except maternity leave. Upon returning from maternity leave, a Bargaining Unit Member shall be reimbursed for those courses taken during leave.

514

4. Complete the District application for Graduate Course Reimbursement form.

515

D. *Course Eligibility Requirements.* In order to meet course eligibility requirements under the District Graduate Course Reimbursement Program, the graduate course taken shall meet at least one (1) of the following criteria. The course shall be:

516

535 1. In the field of certification in which the Bargaining Unit Member has been assigned.

536
537 OR

538
539 2. In the field of certification in which the Bargaining Unit Member may be assigned - the
540 addition of a new certification to a teaching certificate that is discussed in a conference with the
541 Superintendent.

542
543 OR

544
545 3. Approved by the Superintendent that would be of value to the District.

546
547 OR

548
549 4. A part of an "Approved Graduate Program".

550
551 E. *Reimbursement Eligibility Requirements.* The following reimbursement conditions shall be
552 applicable to all participants in the District Graduate Course Reimbursement Program:

553
554 1. Reimbursement shall be limited to graduate courses "Pre-Approved" during the life of
555 this Agreement, which are completed with a grade of "B" or better.

556
557 2. Conditions under "Bargaining Unit Member Eligibility Requirements", "Course
558 Eligibility Requirements" and "Reimbursement Eligibility Requirements" shall be adhered to
559 before reimbursement can be made.

560
561 3. Reimbursement of:

562
563 (a) Professional Development through Approved Graduate Program A Bargaining
564 Unit Member who continues professional development through enrollment in an "Approved
565 Graduate Program" or in conjunction with the District's Act 48 Plan following completion of an
566 earned master's degree (Master's Degree - Post Master's courses - Doctorate), shall be eligible for
567 reimbursement of seventy-five percent (75%) actual tuition cost incurred for course completed for
568 professional improvement during the term of this Agreement. A fifteen (15) credit limit per any
569 "School Fiscal Year."

570
571 (b) Professional Development through Pre-Approved Graduate Courses. A regular
572 Bargaining Unit Member who continues professional development through enrollment in a pre-
573 approved graduate course, but not in an approved graduate program, shall be eligible for
574 reimbursement of twenty-five (25%) actual tuition cost incurred for courses completed for
575 professional improvement during the term of this Agreement. A fifteen (15) credit limit per any
576 "School Fiscal Year."

577
578 (c) The aggregate maximum amount to be paid in any one school year by the
579 District to all eligible members of the bargaining unit shall be Two Hundred and Twenty Thousand
580 Dollars (\$220,000.00), to be implemented on a first come-basis, based on the completion and

581 submission of required paperwork being used for this purpose. The term "school year" for purposes
582 of this provision shall be defined as the period of time between July 1 and the next June 30. The
583 last day of the course or program will determine the school year for purposes of determining the
584 maximum number of credits to be reimbursed to any Bargaining Unit Member. In the event that
585 any Bargaining Unit Member is not paid as per this Agreement in whole or in part due to the
586 maximum amount above being exhausted in any year, said Bargaining Unit Member shall be
587 reimbursed in July of the following fiscal year, which reimbursement shall be applied to the
588 aggregate cap for that year.

589
590 (d) The District shall provide an accounting of tuition payments upon reasonable
591 request of CATA.

592
593 (e) The District shall advise the CATA President when in any year the tuition
594 exhausted is within seventy and eighty percent (70% - 80%) of the cap.

595
596 (f) Tuition reimbursement shall be made within sixty (60) days after the District's
597 receipt of all required paperwork.

598

599 **5.6 Coordinators**

600
601 A. The number, identity, and duties of Coordinators and the appointment of persons to be
602 Coordinators shall be determined by the District.

603
604 B. *Compensation*

605
606 1. \$3,550 for K-12 Coordinators with more than fifty (50) Bargaining Unit Members with
607 five (5) days release time.

608
609 2. \$2,450 for K-12 Coordinators with more than thirty (30) Bargaining Unit Members with
610 three (3) days release time.

611
612 3. \$1,350 for all other Coordinators with one (1) day release time.

613

614 **5.7 Payments for Extended Season Activities.**

615
616 A. In the event of an extended season activity, the coach and assistant coaches shall be paid on a
617 daily basis or a weekly basis as stated on **Exhibit "E"** and for the units stated on **Exhibit "E."**
618 Payment shall be subject to the following terms and conditions:

619
620 1. Participation in the activity must be approved by the District.

621
622 2. The number of coaches and assistant coaches be paid is limited to no more than the
623 number students participating in the extended season activity.

624
625 3. Coaches and assistant coaches seeking payment shall execute and submit such forms for
626 payment as required by the District.

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5.8 Department Head's/Grade Level Chairpersons' Pay

A. The number, identity, and duties of Department Heads, Grade Level Chairpersons and the appointment of persons to be Department Heads/Grade Level Chairpersons shall be determined by the District.

B. Department Heads:

2-3 Bargaining Unit Members	\$1,325
4-8 Bargaining Unit Members	\$1,850
9 or more Bargaining Unit Members	\$2,600
17 or more Bargaining Unit Members	\$3,750
Grade Level Chairperson	\$1,850

5.9 Extra Pay For Extra Duty

A. Appointments to Extra Duty Positions are approved by the District for the school year.

B. Principals are charged with the responsibility for evaluating the service and will certify to the Director of Human Resources that the duty has been executed before payment will be made. Any unsatisfactory rating must be submitted in writing stating reasons for the unsatisfactory rating to the Bargaining Unit Member involved and the Director of Human Resources.,

C. Bargaining Unit Members inclusive of guidance counselors, psychologists, school nurses, school nurse practitioners, librarians, reading specialists, speech and language therapists, who are required to work beyond the contracted school year, will be reimbursed at his/her per diem rate of pay. The duration of summer work will be determined each year by May 1 by the Superintendent.

D. Coaching, club sponsorship, etc.

1. Schedule of Units - *See* Exhibit D.

2. Rate of Pay Per Unit

3. Years of Experience

1 - 2	\$8.25/unit;
3 - 4	\$9.25/unit;
5 -10	\$10.25/unit;

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11 or more \$11.25/unit.

4. The number and identity of extra duty positions, including but not limited to coaching, club sponsorship activities and pilot clubs, shall be determined by the District.

5. Each school may, if the District approves, have two (2) pilot clubs per year valued at sixty (60) units each. The building principal may have the discretion to change pilots from year to year and add one (1) additional pilot club. After receiving satisfactory ratings for two (2) consecutive years, a pilot club shall become an established club funded at the number of units agreed upon by CATA and the administration. No club may be a pilot for more than two (2) years.

6. Each Bargaining Unit Member who will have an approved extra duty assignment for the following year will be notified by the Personnel Office by the last Bargaining Unit Member day of the school year. Those not returning to their positions will also be notified by the last Bargaining Unit Member day. Any person hired for the extra duty assignment after the close of the school year will be notified in writing immediately after he/she is appointed to the position.

7. The notification will include:

(a) The rated unit value of this position

(b) Dollars per unit.

(c) Total salary for the position.

8. Payment for an extra duty assignment will be made twice a year (first payday in December and the last payday in May) for duties that extend throughout the school year. For duties that are seasonal, payment will be made after the end of the season on the first payday in December, March and/or June, as applicable. Playoffs or additional games outside of the regular season shall not delay said payment.

5.10 Injuries Resulting From Attack—Reimbursement

Time lost by a Bargaining Unit Member as a result of physical injuries sustained from attack by any student or outsider while performing duties within the scope of his/her employment shall be subject to the District's Workers' Compensation insurance. It is the intention of the District that the Bargaining Unit Member suffers no loss of pay or fringe benefits during such lost time. The District shall pay the difference between Workers' Compensation and the Bargaining Unit Member's take-home income. The additional payment provided by the District shall be limited to six (6) months.

5.11 Large Group Instruction Stipend

A. The following guideline is to be followed for Bargaining Unit Members in this area:

719 1. 4 large group classes per week (defined as 42 or more students) 24 periods of instruction
720 (per six (6)-day cycle)

721

722 2. No additional supervision or miscellaneous activity responsibility (hall duty, homeroom,
723 study hall, etc.)

724

725 3. Additional \$750 stipend.

726

727 **5.12 Payroll Deductions (Includes Exhibit "E")**

728

729 A. In addition to those deductions required by law (income tax, social security, and retirement),
730 the District will, at the request of the Bargaining Unit Members, deduct for tax sheltered annuities,
731 professional association dues and PACE donations (CATA, PSEA, NEA), United Way
732 contributions, United States Treasury Bonds, and Chester County School Employees Credit Union
733 Payments. Deductions may also be made by and on behalf of the District in those instances where
734 it is specifically permitted by this Agreement.

735

736 B. Requests for payroll deductions will be submitted by the Bargaining Unit Member to the
737 District's payroll department on a form to be provided by the District. Such deductions will
738 commence in the Bargaining Unit Member's next paycheck after the written request form is
739 received in the District's payroll department at least ten (10) days before the next regularly
740 scheduled payday. If the written request is not received in the payroll department within that period
741 of time, the deduction will commence on the second regularly scheduled payday after the request
742 is received. The District reserves the right to determine the number, time, and minimum amount
743 of such deductions, with the exception of professional dues.

744

745 C. Professional dues deductions shall be taken out of every pay beginning with the fifth pay of the
746 school year. However, in the event a Bargaining Unit Member wishes to have payroll deductions
747 for professional dues after the fifth pay of the school year, the deductions shall be made in equal
748 amounts from the remaining pays starting with the fourteenth payday.

749

750 D. As to any Bargaining Unit Member who delivers to the District a dues deduction authorization
751 in the form attached thereto as Exhibit E, and who terminates his/her employment prior to the end
752 of the school year, the District will deduct from that Bargaining Unit Member's final paycheck the
753 balance of any professional dues owed for that school year. For purposes of implementing this
754 provision, representatives of the District and CATA will meet within thirty (30) days after the
755 commencement of the school year and will Jointly prepare a dues deduction schedule, separately
756 for twenty-two (22) and twenty-six (26) week payroll schedules, setting for the amount of dues
757 remaining unpaid after each pay period. The District will notify CATA within three (3) days of an
758 Bargaining Unit Member resigning within the school year. Unless advised to the contrary by
759 CATA or by the Bargaining Unit Member terminating his or her employment within ten (10) days
760 prior to the issuance of the Bargaining Unit Member's last paycheck, the amount of the balance of
761 the professional dues owed will be calculated from such dues deduction schedule.

762

763 E. In October of each school year, CATA shall provide the Payroll Department with a list of
764 Bargaining Unit Members who have chosen, by submitted cards, to have Association dues paid by

765 deduction from pay. No later than February 28th of each year, CATA shall submit any additions
766 or deletions to the October list. Following the submission of the February updated list no new
767 names are to be referred to the Payroll Department.
768

769 **5.13 Reimbursement For Other Bargaining Unit Member And Curriculum Work**
770

771 Activities such as (but not limited to) summer school teaching, evening school teaching,
772 homebound instruction, tutoring, and curriculum work will be reimbursed at Thirty Eight Dollars
773 and No Cents (\$38.00) per hour.
774

775 **5.14 Salary Provisions (Includes Exhibits)**
776

777 *A. Wage Schedules.* The wage schedules for each year of this Agreement are attached hereto as
778 Exhibits as follows:
779

780 2022-2023, Exhibit "A-1 ";
781 2023-2024, Exhibit "A-2";
782 2024-2025, Exhibit "A-3"; and
783 2025-2026, Exhibit "A-4".
784

785 *B. Rows.* The rows on the wage schedules do not equate to years of service either for initial
786 placement on the wage schedule or placement of employees on the wage schedules.
787

788 *C. Placement of New Employees on Wage Schedule.*
789

790 1. *Row Placement.* Any individual hired on or after the Effective Date of this Agreement
791 shall be placed on a row in the applicable wage schedule as the District shall determine.
792

793 2. *Column Placement.* The parties agree that not all additional credits are worthy of
794 advancement to placement on a particular column. The District has the right to determine whether
795 the credits qualify for column movement in its discretion. When a Bargaining Unit Member seeks
796 approval for tuition reimbursement, the District shall advise the Bargaining Unit Member whether
797 the credits will be qualify for column movement. Any individual hired on or after the Effective
798 Date of this Agreement shall be placed on column as the District shall determine.
799

800 (a) No new employee may be placed on the M +15 or M +45 columns.
801

802 3. Notwithstanding anything herein to the contrary, for purposes of initial salary placement,
803 twenty (20) months of active duty in the military, as verified by a discharge paper, will be
804 considered as equal to two (2) full years for salary determinations.
805

806 *D. Progression on Wage Schedules—Rows.* Except as provided herein, Bargaining Unit Members
807 who had been hired prior to the Effective Date of this Agreement shall progress on the rows of the
808 wage schedules in accordance with the following:
809

810 1. *2022-2023 School Year.* Bargaining Unit Members remain on the same row for the 2022-
811 2023 school year that they were on in the 2021-2022 school year or assigned during the "status
812 quo" period after June 30, 2022.

813
814 2. *2023-2024 School Year.* Bargaining Unit Members employed by the District prior to
815 June 30, 2023, shall advance one row for the 2023-2024 school year.

816
817 3. *2024-2025 School Year.* Bargaining Unit Members employed by the District prior to
818 June 30, 2024, shall advance one row for the 2024-2025 school year.

819
820 4. *2025-2026 School Year.* Bargaining Unit Members employed by the District prior to
821 June 30, 2025, shall advance one row for the 2025-2026 school year.

822
823 E. *Eligibility for Annual Increase.* A Bargaining Unit Member must be in compensated status for
824 at least ninety (90) full days in any school year and must receive a satisfactory rating for the year
825 to be eligible to advance a row on the wage schedule. Any Bargaining Unit Member who is not in
826 paid status for at least ninety (90) days or who does not receive a satisfactory rating in any school
827 year shall not advance on the salary schedule.

828
829 1. *Ratings.* The parties recognize that ratings are based in part upon data that is generally
830 not available to the District until the school year following the year of the rating. For example, the
831 finalization of the rating for tenured employees for the 2022-2023 school year may have to be
832 delayed until September or October 2023, when data is provided to the District by the
833 Commonwealth. In recognition of this phenomenon, the parties agree that when otherwise required
834 by this Agreement, the Bargaining Unit Member shall move a row pending the rating being
835 finalized. In the event that a satisfactory rating is not achieved, the Bargaining Unit Member will
836 be moved back to the same salary as was paid in the prior school year and shall be placed in the
837 row that he/she was on during the prior year, subject to the following terms and conditions:

838
839 (a) the reduction shall be prospective only from the date that the District received
840 the data from the Commonwealth;

841
842 (b) the District shall prepare an improvement plan for the Bargaining Unit Member
843 and shall discuss same with the Bargaining Unit Member;

844
845 (c) the District shall evaluate the Bargaining Unit Member's performance
846 approximately 80-90 days after the date of the District's receipt of the data from the
847 Commonwealth; and

848
849 (d) the District determines that the Bargaining Unit Member has improved to a
850 satisfactory performance level, the Bargaining Unit Member shall be reinstated prospectively to
851 the row and salary he/she had been on when reduced in accordance with **Section 5.10(E)(1)**
852 hereof.

853
854 (e) This **Section 5.14(E)(1)**, shall not apply to unsatisfactory or needs improvement
855 ratings for which the Bargaining Unit Member was otherwise disciplined.

856
857 (f) Unsatisfactory and need improvement ratings shall be subject to the grievance
858 and arbitration provisions of this Agreement.
859

860 F. *Column Movement*. Bargaining Unit Members shall be moved to a different column in
861 accordance with the following terms, conditions and limitations.
862

863 1. In order to qualify for the B +24 credits milestone, the additional credits must be
864 graduate credits in an accredited college or university that were attained after the Bachelor's degree
865 was awarded.
866

867 2. In order to qualify for the M +30 and M +60 credits milestones, the additional credits
868 must be graduate credits in an accredited college or university that were attained after the Master's
869 degree was awarded. No Bargaining Unit Member who is not on the M +15 or M +45 column may
870 be moved to said columns. Those columns are reproduced only for those Bargaining Unit Members
871 who have been grandfathered on those columns.
872

873 3. Notwithstanding the requirements contained in **Sections 5.14(F)(1) and (2)**, Bargaining
874 Unit Members who were employed prior to the Effective Date of this Agreement shall be allowed
875 to use graduate credits obtained prior to earning a Bachelors or Masters degree until the expiration
876 of this Agreement. This **Section 5.14(F)(3)** shall sunset at noon on June 30, 2026.
877

878 G. Prospective from the effective date of this Agreement all credits must be in courses in which
879 the Bargaining Unit Member has achieved an A, B or C, or if the course was taken pass/fail, a pass
880 grade.
881

882 H. Each Bargaining Unit Member's column on the schedule shall be determined by degree and
883 college semester hours earned prior to September 1 of the school year. A Bargaining Unit Member
884 who earns sufficient additional qualified educational credits to move to a higher compensation
885 bracket on the salary schedule will be permitted to so move at the commencement of the next
886 semester following the submission of documentation of credits earned or degree completed.
887

888 I. A Bargaining Unit Member shall notify the Human Resources Office in writing by May 1 of an
889 anticipated change in salary classification for the following year. Salary adjustments for these
890 anticipated changes will occur the first payday in October (retroactive to the first workday of the
891 school year). It is the responsibility of the Bargaining Unit Member to provide official
892 documentation of completion of credits or degree earned to the Human Resources Office ten (10)
893 days prior to the aforementioned paydays in order to make these adjustments.
894

895 J. Prior approval of the Superintendent must be obtained for undergraduate courses or in-service
896 programs in order for same to qualify for advancement to a higher salary class.
897

898 K. Notwithstanding anything herein to the contrary, in no event may any Bargaining Unit Member
899 more than one column under Agreement in any twelve (12) month period. By way of clarity, the
900 parties agree to the following examples:
901

902 *Example 1.* The Bargaining Unit Member is currently paid on the basis of a Bachelors'
903 Degree. On December 10, 2022, the Bargaining Unit Member obtains a Masters' Degree—
904 i.e., two columns over from the Bachelors column that this hypothetical employee is on. In
905 accordance with this Agreement, the Bargaining Unit Member will be entitled to move one
906 column—i.e., to B +24—beginning at on or before the next October 1 provided timely
907 notice is provided. At the start of the next year, the Bargaining Unit Member would be
908 entitled to move to the Masters column.

909
910 *Example 2.* The Bargaining Unit Member is currently paid on the basis of a Master's
911 Degree. On December 10, 2022, the Bargaining Unit Member achieves 30 credits beyond
912 the Master's Degree. The Bargaining Unit Member is entitled to move to the M +30 column
913 at the start of the 2023-2024 school year, provided timely notice is provided. The
914 Bargaining Unit Member remains in graduate school and earns another 30 credits by the
915 end of August 2023. The Bargaining Unit Member would not be eligible to move columns
916 again until the start of the 2024-2025 school year provided timely notice is provided.

917
918 *L. Master's Degree in Field.* Those Bargaining Unit Members who were receiving a Master's in
919 Field stipend on June 30, 2022, shall continue to receive said stipend in the amount of Six Hundred
920 Dollars and No Cents (\$600.00) per year. No Bargaining Unit Member shall be eligible for or be
921 paid for a "Master's Degree in Field" after June 30, 2022, if they were not paid that stipend on and
922 before June 30, 2022.

923
924 1. Notwithstanding anything herein to the contrary, in addition to the Bargaining Unit
925 Members who were receiving a Master's in Field Stipend on June 30, 2022, the District shall pay
926 the Master's in Field Stipend to those Bargaining Unit Members who are awarded said stipend in
927 the Memorandum of Understanding ("MOU") that the parties are negotiating or who are awarded
928 said stipend by an arbitrator in the event that the parties are unable to amicably resolve the existing
929 grievance through an MOU.

930
931 *M. Part-Time Bargaining Unit Members.* Part-time Bargaining Unit Members will receive wages,
932 increases and credit advancement on a prorated basis.

933
934 *N. Certification.* A Bargaining Unit Member who fails to keep his/her teaching certificate valid
935 will be dismissed.

936
937 *O. Wage Statements.* Bargaining Unit Members will receive statements of their salaries for the
938 following school year within forty-five (45) days after the signing of this Agreement. In subsequent
939 years of the Agreement Bargaining Unit Members will receive these statements when they receive
940 their last check in June.

941
942 *P. Work Year.* The annual salary rates are based upon a One Hundred and Eighty-nine (189) day
943 work year.

944
945 *Q. Number of Paychecks (22 or 26).* Bargaining Unit Members shall have the option of receiving
946 their paychecks based on twenty-six (26) pay periods or twenty-two (22) pay periods per school
947 year. Notification of the option elected by the Bargaining Unit Member shall be made no later than

948 July I of each school year on forms provided by the District prior to the last day of the school year.
949 Bargaining Unit Members hired after July I shall still have the option when hired.

950
951 R. *Special Education and Reading Specialist Stipends*. Bargaining Unit Members who are teaching
952 Special Education and who hold a Special Education certificate shall receive an additional stipend
953 of Six Hundred and Fifty Dollars (\$650.00) each year during the term of this Agreement.
954 Bargaining Unit Members who are employed expressly as Reading Specialists and who hold a
955 Reading Specialist certification shall receive the following additional stipend each year during the
956 term of this Agreement: Five Hundred Dollars (\$500.00) for Reading Specialists who work .50
957 Full Time Equivalent (FTE) or more as a Reading Specialist; Two Hundred and Fifty Dollars
958 (\$250.00) for Reading Specialists who work less than .50 FTE as a Reading Specialist.

959 960 **5.15 Payroll Deductions For Excessive Absences**

961
962 Deductions for absences beyond accumulated leave will be made by the District from the
963 Bargaining Unit Member's paycheck.

964 965 **5.16 New Employee Academy**

966
967 A. Compensation (includes attendance at Mentor Workshop, New Bargaining Unit Member
968 Orientation Day and Professional Growth Seminars).

969
970 B. Mentors

- 971
972 1. \$1,000 (each additional inductee \$500)
973
974 2. One-half (1/2) pay will be provided if only one (1) semester is served as a mentor.

975
976 C. District Induction Team Members

- 977
978 1. Curriculum rate for all hours required after regular school hours.

979
980 D. Inductees

- 981
982 1. Per diem rate of pay for participation in New Bargaining Unit Member Orientation Day.

983 984 **5.17 Substitute Employees**

985
986 A. Should the District elect to terminate contracted services for substitute Employees, the
987 following provisions will prevail:

988
989 B. The minimum per diem rate for substitute professional employees will be set by the District.
990 During the term of this Agreement, the District, after the Association has been notified, may raise
991 the minimum per diem substitute rate. Following twenty (20) days of day-to-day and/or
992 continuous substitute employment in the District, a substitute Employee shall be paid at a rate of
993 one hundred ten percent (110%) of the current minimum substitute rate. This rate shall be effective

994 upon the twenty-first (21st) day of employment and is not retroactive to the first day of
995 employment as a substitute employee.

996

997 C. A substitute employee who is retained at the commencement of his/her assignment for a period
998 in excess of ninety (90) teaching days or who substitutes for ninety (90) or more days in the same
999 position will be paid at the per diem rate of the appropriate salary schedule and will receive all
1000 fringe benefits provided by this Agreement. (1/189).

1001

1002 **5.18 Retirement Notice**

1003

1004 If a Bargaining Unit Member chooses to retire at the end of a school year or at the end of the first
1005 semester of the following school year, and gives notice of his/ her retirement by March 1st, he/she
1006 will receive a bonus of One Thousand Dollars and No Cents (\$1,000.00) on the last pay check for
1007 the Bargaining Unit Member.

1008

ARTICLE VI. FRINGE BENEFITS

1009

1010 **6.1 Health Benefits**

1011

1012 A. The District shall offer to each otherwise qualified Bargaining Unit Member ("member") the
1013 following Health Benefits: Medical, Prescription Drugs (through a prescription-card service
1014 program), Dental and Vision. These Health Benefits are provided under and subject to the terms
1015 and conditions of the District's Health Benefits Plan ("the Plan"). The terms and conditions of the
1016 Plan control; provided, however, that the Plan shall not be interpreted to contradict the express
1017 terms of this Agreement and all medical, prescription, dental and vision benefits provided by the
1018 Plan immediately prior to the execution of this Agreement, unless otherwise modified by this
1019 Agreement, shall continue to be provided by the Plan during the term of this Agreement. The
1020 District may elect to purchase insurance or self-insure for these Health Benefits.

1021

1022 B. Health Care Plan

1023

1024 The health care plan shall be Personal Choice QHDHP HD1-HC1 Including Integrated Drug. A
1025 chart of the plan of benefits is attached hereto as Exhibit "B".

1026

1027 C. Health Savings Account or Health Reimbursement Account.

1028

1029 1. Contributions to a Health Savings Account. To offset the cost of the annual deductibles
1030 of the High Deductible Plan, the District agrees to open a Health Savings Account ("HSA") or
1031 Health Reimbursement Account ("HRA"), as applicable. The District also shall establish an HSA
1032 account for any Bargaining Unit Member who becomes eligible due to a transition from an FSA
1033 account, life-changing event, and/or during open enrollment.

1034

1035 2. Flexible Spending Accounts. The District shall establish a limited use (i.e., non-medical)
1036 Flexible Spending Account ("FSA") for those Bargaining Unit Members who desire to have such
1037 an account.

1038

1039 3. Administration Expenses. The costs and expenses of administering the HSA, HRA and
1040 FSA accounts shall be borne by the District.

1041

1042 **6.2 Enrollment**

1043

1044 To elect coverage for the Health Benefits identified above, the Bargaining Unit Member must
1045 complete the appropriate paperwork during the open enrollment period, as determined by the
1046 District.

1047

1048 **6.3 Sharing The Financial Cost Of Health Benefits Coverage**

1049

1050 A. Each Bargaining Unit Member shall contribute to health care premiums at the percentage rates
1051 set forth below of the applicable premium for single coverage or higher tiers—i.e., Bargaining
1052 Unit Member and Spouse, Bargaining Unit Member and child; Bargaining Unit Member and
1053 family. Said premium contribution by the Bargaining Unit Member shall be through payroll
1054 deduction. The applicable percentages each year of this Agreement shall be as follows:

1055

1056 2022-2023, 4 ½%;

1057 2023-2024, 5 ½%;

1058 2024-2025, 6 ½%; and

1059 2025-2026, 7 ½%.

1060

1061 **6.4 Spousal Waiver**

1062

1063 A. Effective immediately, and notwithstanding anything herein to the contrary, if a Bargaining
1064 Unit Member's spouse is employed by another employer and the spouse's employer provides
1065 individual medical coverage, the spouse shall not be eligible to participate in the District's medical
1066 plan(s). Any spouse currently covered by the District's medical benefits plan must provide written
1067 verification indicating that he/she is not eligible to receive or elect benefits from his/her employer.
1068 If a spouse currently covered under the District's medical benefits plan can elect coverage from
1069 his/her employer, the spouse shall be removed from the District's medical benefits plan and
1070 enrolled in his/her employer's plan at the first available opportunity. Verification of the next open
1071 enrollment period or first available opportunity to enroll from the spouse's employer will be
1072 required. A Bargaining Unit Member may elect coverage for dependents upon providing
1073 appropriate verification of dependents.

1074

1075 B. The foregoing paragraph A (relating to spousal waiver) shall not apply if the deductible and
1076 "premium share" requirements for the spouse under the spouse's employer's medical plan is higher
1077 than \$1,500 (individually or together) per year for the spouse.

1078

1079 **6.5 Conditions Regarding Opting Out Of The Health Benefits**

1080

1081 A. A Bargaining Unit Member may opt out of all health insurance coverage as a package only,
1082 including Medical, Prescription, Dental and Vision benefits. The District will provide no
1083 reimbursement to those Bargaining Unit Members who act to opt out.

1084

1085 B. The District may put reasonable conditions on the opting out of the health benefits described
1086 above. The Bargaining Unit Member must sign a waiver of the (benefits) and a release of claims
1087 against the District. The decision to opt out is binding until the next enrollment period unless the
1088 Bargaining Unit Member has been receiving coverage under another person's benefits and loses
1089 that coverage as a consequence of a life changing event to the person under whom the Bargaining
1090 Unit Member was receiving coverage, such as the death of an employed spouse, a divorce, or the
1091 spouse's loss of benefits. The member may then request that coverage be reinstated. The
1092 Bargaining Unit Member will indicate his or her intent to opt out between June 1st and June 15th
1093 of each school year on forms provided by the District. Employees hired after the start of the fiscal
1094 year will have the option of opting out upon initial employment in the District.
1095

1096 **6.6 Prescription Benefits**

1097
1098 A. Prescription program as determined by the Plan.

1099
1100 B. Once the deductible is reached, co-pays when prescriptions are dispensed shall continue in the
1101 following amounts:

1102
1103 1. Brand name - \$20.00 co-pay for 30-day supply.

1104
1105 2. Non-formulary-\$45.00 co-pay for 30-day supply.

1106
1107 3. Generic - \$5.00 co-pay for 30-day supply.

1108
1109 4. Mail Order - \$40.00 for each brand name for 90-day supply; \$10.00 for each generic for
1110 90-day supply; \$90.00 for each non-formulary for 90-day supply

1111
1112 5. In addition to the above co-pays, if an employee purchases a brand name when a generic
1113 is available, the employee will pay the difference between the cost of the generic and the cost of
1114 the brand name, unless the physician writes on the prescription that the brand name is "medically
1115 necessary" or "no generic substitute."
1116

1117 **6.7 Dental Benefits**

1118
1119 Dental care program as determined by the Plan. Each person or family member covered under the
1120 Plan receives a calendar year maximum benefit of \$2,000.00.

1122 **6.8 Vision Benefits**

1123
1124 Vision care program as determined by the Plan. Each person or family member covered under the
1125 Plan receives a calendar year maximum benefit of \$200.00.

1127 **6.9 Health Benefits Committee**

1128

1129 The District and CATA agree to the formation of a committee (no more than 6 persons) with equal
1130 membership from the District and CATA which will meet periodically as determined by the
1131 committee to discuss issues arising from the Administration of the Health Benefits Plan. If the
1132 committee cannot agree to a resolution of an issue, each party is free to exercise the rights it
1133 otherwise has under the law. Matters and issues discussed before this committee are not considered
1134 grievances under the collective bargaining agreement.
1135

1136 **6.10 Network of Doctors**

1137
1138 The District and CATA agree that during term of this Agreement and while the District is self-
1139 insured or obtains insurance for providing the Medical Benefits, the network of doctors used by
1140 the Plan shall be Independence Administrators, or the equivalent.
1141

1142 **6.11 Retirees And Health Benefits (Medical, Prescription Drugs)**

1143
1144 A. During the term of this Agreement, the District will offer to otherwise eligible retired
1145 Bargaining Unit Members and their spouses the above-described Medical and Prescription Drug
1146 benefits based on the eligibility standards described below. These Medical and Prescription Drug
1147 benefits are provided under and subject to the terms and conditions of the District's Health Benefits
1148 Plan.
1149

1150 B. Retired Bargaining Unit Members who are not Medicare eligible may purchase Medical and/or
1151 Prescription Drug coverage at the Bargaining Unit Member's expense.
1152

1153 C. A retired Bargaining Unit Member's spouse is also eligible to receive Medical and/or
1154 Prescription Drug coverage at his/her expense only while the retired Bargaining Unit Member is
1155 receiving Medical and/or Prescription Drug coverage under the Plan and the spouse is not
1156 Medicare eligible.
1157

1158 **6.12 Income Protection - Long-Term Disability Benefits**

1159
1160 A. Sickness Benefits – two (2) years
1161

1162 B. Accident Benefits – to Medicare eligibility
1163

1164 C. The Bargaining Unit Members will receive sixty-six and two-thirds (66 2/3) percent of the first
1165 \$4,000 monthly salary with the base salary prorated over twelve (12) months.
1166

1167 D. Benefits begin on the sixty-first (61st) calendar day following the disability.
1168

1169 E. Accumulated sick leave must be used to reduce or eliminate this sixty (60) day period. The
1170 District will pay a per diem rate of seventy-five dollars (\$75) for the remainder (if any) of the sixty
1171 (60) day period.
1172

1173 F. A statement from a physician approved by both CATA and the District, attesting to long-term
1174 disability, is required to qualify for this.

1175
1176 G. Sick Leave Utilization—The following benefit plan is available to insured Bargaining Unit
1177 Members as an alternative to receiving the standard Total Disability benefit under the Policy. The
1178 insured Bargaining Unit Member may elect to receive either:

1179
1180 1. Full Total Disability benefits under the Policy;

1181
1182 OR

1183
1184 2. Sick Leave from the participating employer.

1185
1186 If option 2 is elected, then each full day of remaining Sick Leave must be taken for each working
1187 day of Total Disability. Payment at the rate of the Minimum Benefit for Total Disability shall also
1188 be made while Sick Leave is payable and the Minimum Benefit shall not be more than the
1189 Maximum Monthly Benefit for Total Disability.

1190
1191 H. Salary after the two-(2) year period for sickness will be at the discretion of the District.

1192
1193 I. Eligibility for these benefits is dependent upon a written and signed statement by the family
1194 physician with an insurance company physician having the right of examination.

1195
1196 J. After six (6) months of disability, planned benefits are coordinated only with social security and
1197 disability benefits payable from any employer-sponsored retirement plan to provide up to sixty-
1198 six and two-thirds (66 2/3) percent of salary not to exceed the stated monthly benefit.

1199
1200 K. There shall be no "double-dipping".

1201
1202 **6.13 Term Life Insurance**

1203
1204 The District will pay one hundred percent (100%) of the premium of term life insurance, including
1205 Accidental Death and Dismemberment, equal to the base salary (rounded, up or down, to the
1206 nearest \$1,000) for the full-time non-administrative Bargaining Unit Member.

1207
1208 **6.14 Continuation of Health, Disability and Life Insurance Benefits During Unpaid Leave of
1209 Absence**

1210
1211 Continuation of Insurance Coverage - All Bargaining Unit Members, while on an unpaid leave of
1212 absence, authorized by this Agreement, may at their option and at their expense, continue their
1213 Health, Disability and Life Insurance benefits.

1214
1215 **6.15 Mileage Reimbursement**

1216
1217 In any instance where mileage is paid for use of one's personal vehicle for authorized school
1218 business, it will be paid at the rate of the current Internal Revenue Service Business Mileage
1219 Reimbursement Allowance.

1221 **6.16 Severance Pay**

1222

1223 A. A retiring Bargaining Unit Member is defined as one who is entitled to receive and obtain a
1224 withdrawal allowance or a super-annuitant retirement, early retirement or disability retirement,
1225 from the Public School Employees' Retirement System (PSERS).

1226

1227 B. Bargaining Unit Members with interrupted service in the District will be credited with total
1228 years of service, provided the ten years prior to severance are consecutive years of service in the
1229 District.

1230

1231 C. The following schedule will apply (years of service means in the District):

1232

1233 1. Ten (10) years of service and less than fifteen (15) years. Three percent (3%) of his/her
1234 average annual salary for the highest three (3) years of service to a maximum of \$800.

1235

1236 2. Fifteen (15) years of service and less than twenty (20) years. Four percent (4%) of his/her
1237 average annual salary for the highest three (3) years of service to a maximum of \$950.

1238

1239 3. Twenty (20) years of service and less than twenty-five (25) years. Five percent (5%) of
1240 his/her average annual salary for the highest three (3) years of service to a maximum of \$1,100.

1241

1242 4. Twenty-five (25) or more years of service. Six percent (6%) of his/her average annual
1243 salary for the highest three (3) years of service to a maximum of \$1,250.

1244

1245 D. In addition to the above schedule a retiring Bargaining Unit Member with fifteen (15) or more
1246 years of service within the District will receive One Hundred and Twenty-five Dollars and No
1247 Cents (\$125.00) a day for all unused sick days.

1248

1249 E. Bargaining Unit Member will not be eligible to receive severance pay a second time unless
1250 he/she returns for ten (10) or more additional continuous years. His/her severance pay would be
1251 based on his/her years of continuous service since he/she returned from his/her retirement under
1252 PSERS.

1253

1254 F. The Bargaining Unit Member will have the option to have severance pay divided into an
1255 appropriate number of checks so that no single check exceeds an Bargaining Unit Members'
1256 regular check. A Bargaining Unit Member may also choose to receive their severance pay over a
1257 three year period.

1258

1259 G. If the Bargaining Unit Member dies before retirement, the applicable severance will be paid to
1260 the beneficiary of record per retirement declaration.

1261

1262 **6.17 Part-Time Bargaining Unit Members' Benefits**

1263

1264 A. The following benefits are available to all eligible full-time and part-time members of the
1265 bargaining unit.

1266

1267 B. Part-time Bargaining Unit Members' Benefits. The following part-time Bargaining Unit
1268 Members will receive all fringe benefits provided by this Agreement:
1269

1270 1. A secondary school Bargaining Unit Member who works in excess of thirty (30)
1271 consecutive teaching days, and whose assignment involves at least seventeen (17) of thirty-five
1272 (35) periods per week;
1273

1274 2. An elementary school Bargaining Unit Member who works in excess of thirty (30)
1275 consecutive teaching days, and whose assignment involves at least fourteen (14) hours and forty-
1276 five (45) minutes per week.
1277

1278 **6.18 Tax Sheltered Annuity Plan** 1279

1280 A. An opportunity to save income tax and add to future financial security is made possible by a
1281 tax shelter annuity plan. A provision in the Internal Revenue Code enables Bargaining Unit
1282 Members to have the District set aside a part of the Bargaining Unit Member's salary before taxes
1283 to buy this annuity.
1284

1285 B. If Bargaining Unit Members desire to enroll in a plan, arrangements should be made prior to
1286 September 1. In order to have payroll deductions for a new tax-sheltered annuity there must be a
1287 minimum of fifteen (15) Bargaining Unit Members participating in the same tax shelter.
1288

1289 C. Insurance carriers from which Bargaining Unit Members may purchase tax-sheltered annuities
1290 shall be limited to the companies officially listed and licensed by the Pennsylvania Insurance
1291 Department of the Commonwealth of Pennsylvania.
1292

1293 D. The District shall send all monies deducted from Bargaining Unit Members' pay to the account
1294 of the proper provider within two (2) weeks from the date said deduction is made.
1295

1296 **6.19 Health Insurance Task Force** 1297

1298 This Agreement shall provide for a joint District/CATA task force the purpose of which shall be
1299 to explore health insurance benefit alternatives. In the event that the task force determines that a
1300 change may be made to contractually mandated health insurance benefits, the parties may execute
1301 a Memorandum of Understanding allowing the contract to be opened solely for the purpose of
1302 adding mutually agreed upon language for benefits.
1303

1304 **6.20 Resignation** 1305

1306 A. In the event a Bargaining Unit Member does not provide notice as required by the 60 day notice
1307 requirement in the applicable Professional Employee or Temporary Professional Employee
1308 contact, the following provisions shall apply:
1309

1310 1. Health care shall terminate 11:59 P.M. on the last day that the Bargaining Unit Member
1311 appeared for work at the District; and
1312

1313 2. The Bargaining Unit Member shall reimburse the District for the health care premiums
1314 paid by the District after 11:59 P.M. on the last day that the Bargaining Unit Member appeared for
1315 work.
1316

1317 B. In the event that the District does not terminate health care when it receives notice, the District
1318 shall not seek to recover premiums that was erroneously paid through the District's mistake.

1319 **ARTICLE VII. DAYS OR LEAVES OF ABSENCE**
1320

1321 **7.1 Advanced Professional Study (Section 522.1 of the School Code, 24 P.S. §5-522.1)**
1322

1323 Any Bargaining Unit Member with satisfactory service in the District may be released for
1324 advanced professional study. He/she shall return to the area at the beginning of the school year
1325 following his/her completion of study. Individual salary will not be assumed by the District while
1326 he/she is on leave of absence. The Bargaining Unit Member shall have the right to make
1327 contributions as a member of the Public School Employees' Retirement System (PSERS) and
1328 continue his or her membership therein. Provided that if the Bargaining Unit Member does not
1329 return for a period of at least one year the contributions made on behalf of the Bargaining Unit
1330 Member during the period of leave shall be refunded.
1331

1332 **7.2 Parental Leave**
1333

1334 A. Bargaining Unit Members shall be entitled to an unpaid parental leave under the following
1335 terms, conditions and limitations.
1336

1337 1. *Eligibility.* In order to be eligible for this leave, the Bargaining Unit Member must meet
1338 the following conditions:
1339

1340 (a) the Bargaining Unit Member must have been employed by the District for at
1341 least one (1) calendar year;
1342

1343 (b) the leave is because of the birth of a son or daughter of the Bargaining Unit
1344 Member or because of the placement of a son or daughter with the employee for adoption or foster
1345 care;

1346 (c) the birth or placement of the son or daughter has occurred within one (1) year
1347 of the start of the leave;
1348

1349 (d) the Bargaining Unit Member has requested such leave in accordance with the
1350 terms and conditions hereof; and
1351

1352 (e) the Bargaining Unit Member has agreed to return to his or her employment with
1353 the District for a period of not less than one school term following the parental leave of absence.
1354 If the Bargaining Unit Member fails to return to employment unless prevented by illness or
1355 physical disability, the Bargaining Unit Member shall forfeit all benefits to which said Bargaining
1356 Unit Member would have been entitled under the provisions of this Agreement.
1357

1358 2. *Notice.* Except as stated herein, the Bargaining Unit Member must provide at least sixty
1359 (60) days advance notice to the District utilizing the leave request form developed by the District.
1360 In case of an emergency, the District can waive the notice requirement.
1361

1362 3. *Length of Leave.* The Bargaining Unit Member may determine the length of the Parental
1363 Leave as long as the length meets the following terms and conditions:
1364

1365 (a) Subject to the exceptions set forth in **Section 7.2(A)(b)**, Parental Leave shall be
1366 for a period equivalent to a half or full school term or equivalent to two consecutive half school
1367 terms during a period of two school years as elected by the Bargaining Unit Member, provided,
1368 however, that the Parental Leave must end at the end of a scheduled marking period or academic
1369 term that is no longer than 12 months from the date that the Parental Leave began.
1370

1371 (c) *Exceptions.* Nothing in these exceptions shall be construed to change any of the
1372 notice requirements contained in this **Section 7.2(A)(2)**. However, the following exceptions apply
1373 to **Section 7.2(A)(3)**:
1374

1375 (i) *Parental Leave Following Other Leave.* A Parental Leave may begin
1376 immediately after the end of any other leave that the Bargaining Unit Member has been taking
1377 under Applicable Law, including the FMLA, or sick leave.
1378

1379 (ii) *End of Leave at End of Marking Period.* Notwithstanding anything
1380 herein to the contrary, a Parental Leave must end at the end of a marking period or academic term.
1381

1382 (iii) *Leave Scheduled to Begin Less Than 5 Weeks After Start of Academic*
1383 *Term.* If a Parental Leave is requested to begin less than five (5) weeks after the start of an
1384 Academic Term or marking period, the District shall have the right to require the Parental Leave
1385 to begin at the start of the Academic Year or marking period. If a Bargaining Unit Member is
1386 already on a leave when the Parental Leave is to begin, he or she does not need to return to work
1387 under this provision
1388

1389 (iv) *Miscarriage or Stillbirth.* If a pregnancy should terminate in
1390 miscarriage or stillbirth, the Bargaining Unit Member may accelerate the end date of the Parental
1391 Leave by giving twenty (20) days' or more notice. If the new end date would be within five (5)
1392 weeks of the end of a marking period or academic term, the end date of the Parental Leave shall
1393 be the end of the marking period or academic term.
1394

1395 4. *Irrevocability; Exceptions.* The requested leave shall be irrevocable by the Bargaining
1396 Unit Member unless: (a) both the Bargaining Unit Member and the District agree to revoke the
1397 leave; (b) a pregnancy has ended in miscarriage or stillbirth; or (c) an expected placement through
1398 adoption or foster care has not taken place. If the parental leave has already begun before any of
1399 these conditions for revocation have occurred, the Bargaining Unit Member must return to work
1400 at the start of the marking period.
1401

1402 5. *Rights Retained.* A Bargaining Unit Member who is on an approved parental leave under
1403 this **Section 7.2** shall retain the following rights:

- 1404
1405 (a) accrual of seniority under section 1125.1 of the School Code, 24 P.S. §11-
1406 1125.1;
1407
1408 (b) maintenance of benefits that had been accrued as of the start of the parental
1409 leave;
1410
1411 (c) the right to continue health care benefits at the cost and expense of the
1412 Bargaining Unit Member who has made full premium payments on a timely basis to the District;
1413
1414 (d) the right to return to work; and
1415
1416 (e) the right to file a grievance.
1417

1418 6. *Limitations.* Notwithstanding anything herein to the contrary, the District may limit the
1419 number of parental leaves to no more than fifteen (15) Bargaining Unit Members. In the event that
1420 more than fifteen (15) Bargaining Unit Members desire this leave at the same time, the leave shall
1421 be approved on a first come, first served basis.
1422

1423 7. Wages and Benefits.

1424
1425 (a) No wages or benefits shall be provided to any Bargaining Unit Member during
1426 the period of a parental leave of absence.
1427

1428 (b) As long as the Bargaining Unit Member has been on paid status for ninety (90)
1429 or more days during the school year when a parental leave of absence begins, the Bargaining Unit
1430 member will have applicable increment rights, if any, when returning to work the subsequent
1431 school year. If the Bargaining Unit Member has been on paid status for less than ninety (90) days
1432 during the school year when a parental leave of absence begins, the Bargaining Unit member will
1433 return to work at the same salary for the following school year.
1434

1435 8. In order to avoid the abuse of such sick leave, the District may require that all Bargaining
1436 Unit Members who are out of work because of illness for a period of five school days provide the
1437 District's Personnel Office with written certification from the physician attesting that the
1438 Bargaining Unit Members were unable to perform their job responsibilities during the period of
1439 absence.
1440

1441 9. *Definitions.* The following terms in this **Section 7.2** shall have the following definitions.
1442

1443 (a) "Academic term" means the period of time as defined by the District. The parties
1444 understand that the District may have either two or three academic terms in a school term. The
1445 parties also recognize that some schools may have two academic terms in a school term while
1446 other schools have three academic terms. The phrase "academic term" shall have the appropriate
1447 meaning in the school to which the Bargaining Unit Member is assigned at the time that the
1448 Bargaining Unit Member provides notice under this **Section 7.2**.
1449

1450 (b) "School term" means the period of time elapsing between the opening of schools
1451 in August or September of one year and the closing of the public schools in June of the following
1452 year.

1453
1454 (c) "Son or daughter" means a biological, adopted, or foster child, a stepchild, a
1455 legal ward, or a child of a person standing in loco parentis, who is- (1) under 18 years of age; or
1456 (ii) 18 years of age or older and incapable of self-care because of a mental or physical disability.

1457
1458 (d) "Spouse" means a husband or wife, as the case may be.
1459

1460 **7.3 Critical Illness or Death In Immediate Family**

1461
1462 A. Five (5) days absence will be allowed for critical illness and five (5) days absence for the death
1463 of each member of the immediate family. The allowance for critical illness cannot exceed more
1464 than five (5) days of critical illness per year per member of the immediate family, regardless of the
1465 number of critical illnesses that occur to the particular family member. This allowance cannot be
1466 accumulated from year to year. Critical illness means illness the attending physician considers
1467 sufficiently serious to require the Bargaining Unit Member's presence at the bedside. (The Human
1468 Resources Office reserves the right to require a statement from the attending physician to
1469 substantiate critical illness.)

1470
1471 B. "Immediate Family" means husband, wife, children, grandchildren, father and mother, brothers
1472 and sisters, grandfather and grandmother, father-in-law and mother-in-law, son-in-law and
1473 daughter-in-law stepparent, wherever they may reside. It also includes other members of the family
1474 living in the Bargaining Unit Member's household.

1475
1476 C. For purposes of this **Section 7.3**, the terms "husband" and "wife" applies to any Bargaining Unit
1477 Members, regardless of gender, who were lawfully married under Applicable Law. For purposes
1478 of clarity, in the event that the law is changed so that same-sex marriages are no longer recognized
1479 as valid under law, any Bargaining Unit Members who were lawfully married before said change
1480 will be deemed to be considered a husband and wife after the change for purposes of this benefit.
1481 Further, such relationships, such as in-laws, that are otherwise dependent upon the marriage being
1482 lawful, will continue to be deemed valid for any marriage that was lawful at the time of the
1483 marriage.

1484 1485 **7.4 Leave of Absence With Pay: Death of a Near Relative**

1486
1487 A. In the event of the death of a near relative there shall be no deduction in salary for absence on
1488 the day of the funeral.

1489
1490 B. A "near relative" shall be defined as: first cousin, aunt, uncle, niece, nephew, brother-in-law,
1491 sister-in-law, grandparent of spouse.

1492
1493 C. For purposes of this **Section 7.4**, the terms "husband" and "wife" applies to any Bargaining Unit
1494 Members, regardless of gender, who were lawfully married under Applicable Law. For purposes
1495 of clarity, in the event that the law is changed so that same-sex marriages are no longer recognized

1496 as valid under law, any Bargaining Unit Members who were lawfully married before said change
1497 will be deemed to be considered a husband and wife after the change for purposes of this benefit.
1498 Further, such relationships, such as in-laws, that are otherwise dependent upon the marriage being
1499 lawful, will continue to be deemed valid for any marriage that was lawful at the time of the
1500 marriage.

1501

1502 **7.5 Educational Conference (Professional Leave)**

1503

1504 Absence with pay will be allowed for attendance at educational meetings, conferences,
1505 conventions or school business when approval has been secured from the building administrator
1506 and Superintendent. A request for professional leave must be filed with the Superintendent in
1507 writing at least thirty (30) days prior to the date on which the requested leave is to commence.

1508

1509 **7.6 Exchange Teaching (Section 522 of the School Code, 24 P.S. §5-522)**

1510

1511 Any Bargaining Unit Member after at least five (5) years of satisfactory service in the District may
1512 be released for Exchange Teaching. He/she shall return to the District at the beginning of the school
1513 year following his/her completion of study or service. The Bargaining Unit Member shall be given
1514 a position in the same school unless there is a reduction in assigned staff and the Bargaining Unit
1515 Member has the lowest building seniority. Individual salary will be not assumed by the District
1516 while he/she is on leave of absence. While on leave the Bargaining Unit Member shall be
1517 considered to be in regular full-time daily attendance in the position from which the leave was
1518 granted for the purpose of determining the Bargaining Unit Member's length of service, credit
1519 toward the time necessary for sabbatical leave, rights to advancement to a higher educational
1520 classification, and the right to make contributions as a member of the Public School Employees'
1521 Retirement System ("PSERS").

1522

1523 **7.7 Military Leave**

1524

1525 Military leave will be consistent with Applicable Law. While on leave the professional employee
1526 shall be considered to be in regular full-time daily attendance in the position from which leave was
1527 granted. Therefore, he/she should be granted a full credit for the purpose of determining the length
1528 of teaching service, credit toward time necessary for sabbatical leave, rights to receive increments
1529 on the salary schedule and rights to make contributions as a member of the Public School
1530 Employee's Retirement Fund.

1531

1532 **7.8 Other Absences and Unpaid Leave**

1533

1534 A. Absence for personal reasons (other than the leaves with pay described above or the two (2)
1535 personal/leave days described below) will not be permitted with pay.

1536

1537 B. Any Bargaining Unit Member may be granted permission to be released from teaching duties
1538 on scheduled school days for reasons such as: enrollment in summer school, completion of summer
1539 or post sessions, starting or completing a trip or tour, etc., under the following conditions:

1540

1541 1. The educational program will not be adversely affected.

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2. In the case of additional absences, the Bargaining Unit Member will sacrifice a prorated portion of his/her annual salary based on the number of scheduled teacher days in the school year. Continued unapproved absences may result in dismissal for neglect of duty. Under no circumstances may the Bargaining Unit Member pay substitutes personally.

C. Schools are closed when roads are impassable because of heavy snows and icy conditions. When schools are in session and Bargaining Unit Members are unable to get to school because of road conditions, it will be necessary to deduct the established pay of substitute Bargaining Unit Members.

7.9 Personal Absences

A. A Bargaining Unit Member shall be granted two (2) days of personal leave each year. If these are not used in any year, they may accumulate.

B. A Bargaining Unit Member may not use more than five (5) accumulated personal days within any given school year.

C. Principals must be notified a week in advance of the Bargaining Unit Member's intention to take personal leave and it will be granted unless the supply of qualified substitutes is exhausted. In the case of an emergency, as determined by the principal, the week's notification may be waived. When requests come from a Bargaining Unit Member for personal leave during the early or latter weeks of the school term, principals must be completely satisfied that the Bargaining Unit Member has done the necessary planning and preparation to insure that normal school routine will be carried out or the request will not be granted. Of course, this same thorough planning should precede all personal absences.

D. In the event a Bargaining Unit Member resigns during the year he/she is liable to the District for personal leave used during that year in excess of one personal day per ninety (90) teaching days. A deduction may be made from the Bargaining Unit Member's paycheck. This does not affect accumulated personal leave.

7.10 Sabbatical Leave

Requests for sabbatical leave will be governed by the sabbatical leave provisions set forth in the School Code.

7.11 Service In Court

A. When a Bargaining Unit Member is called for jury duty or is subpoenaed to attend as a witness before any court of law, he/she shall receive his/her regular salary to the extent that he/she has not been reimbursed for such attendance by any other source. This service will not be deducted from the Bargaining Unit Member's sick leave, personal day leave, or any other leave. A copy of the subpoena shall be sent to the Director of Human Resources.

1588 B. The Bargaining Unit Member will present proof to the Director of Human Resources that he/she
1589 did serve or report as a juror, or was subpoenaed, and reported as a witness in court and the amount
1590 of pay if any received therefrom. The above shall pertain only to personal and/or professional
1591 reasons, and not in relations to a second job.
1592

1593 **7.12 Service In Peace Corps (Leave Of Absence)**
1594

1595 A Bargaining Unit Member shall have at least five (5) years of satisfactory service in the District
1596 before he/she may be released for leave of absence in the Peace Corps. He/she may return to the
1597 area at the beginning of the school year following his/her release from such service. The
1598 Bargaining Unit Member shall be granted one (1) year for each two (2) years of service up to a
1599 maximum of three (3) increments for six years of service. Upon his/her return, priority will be
1600 given his/her application if a vacancy exists in a position for which he/she is qualified and certified.
1601

1602 **7.13 Sick Leave (Illness)**
1603

1604 A. For personal illness or illness in the immediate family each Bargaining Unit Member shall be
1605 granted ten (10) days per year. Any unused portion of the annual sick leave shall accumulate to
1606 the credit of the Bargaining Unit Member.
1607

1608 B. Bargaining Unit Members who sever their employment with one school district and enter into
1609 employment with another school district shall be entitled to all accumulated leave earned as either
1610 a temporary professional employee or professional employee as defined in the School Code not
1611 exceeding a maximum of twenty-five (25) working days acquired during their employment in the
1612 school districts of the Commonwealth.
1613

1614 C. The District may deduct from the Bargaining Unit Member's paycheck an amount equal to the
1615 absences beyond accumulated sick leave.
1616

1617 D. CATA and the District will form a committee with equal representation to develop and
1618 administer a sick leave bank to which Bargaining Unit Members may contribute days of sick leave.
1619

1620 **7.14** The District shall, at a minimum, have the following menu items on the attendance or absence
1621 system regarding "without pay" days: (1) "without pay-personal"; (2) "without pay-sick"; and (3)
1622 "without pay-FMLA."
1623

1624 A. "*Without pay-Personal.*" A Bargaining Unit Member shall use "Without pay-Personal" when
1625 he or she has a need to take a day off for a reason that qualifies for a personal day under the CBA
1626 and has exhausted all paid leave for the school year. The Bargaining Unit Member may not take a
1627 "without pay personal" day if he or she has a paid personal day(s) for which he/she qualifies or
1628 could qualify if the Bargaining Unit Member fulfilled the CBA requirements on a timely basis.
1629

1630 B. "*Without pay-Sick.*" A Bargaining Unit Member shall use "Without pay-Sick" when he or she
1631 has a need to take a day off for a reason that qualifies for a sick day under the CBA, and the
1632 Bargaining Unit Member meets the following terms and conditions:
1633

1634 1. The Bargaining Unit Member may not take a "without pay-sick" day if he or she has not
1635 already exhausted at least 2.5 paid personal day(s) (if available) in that school year, for which
1636 he/she qualifies or could qualify if the Bargaining Unit Member fulfilled the CBA requirements
1637 on a timely basis;

1638
1639 2. The Bargaining Unit Member is required to attend an appointment at a physician's office,
1640 hospital or the office of another health care professional and cannot schedule the appointment
1641 outside of work hours;

1642
1643 (a) The appointment can be for the Bargaining Unit Member's own illness or the
1644 illness of his/her parents, children, grandchildren and/or spouse;

1645
1646 3. The Bargaining Unit Member obtains from the health care professional a note that states
1647 that the Bargaining Unit Member was at an appointment with the health care professional and the
1648 Bargaining Unit Member certifies that the appointment was required to be scheduled during the
1649 workday. The District shall be entitled to verify that the appointment was required to be scheduled
1650 during the workday directly from the health care provider.

1651
1652 4. If the Bargaining Unit Member meets all conditions for the without pay-sick day, it will
1653 be administratively approved and will result in the following:

1654
1655 (a) A day of salary shall be deducted for each qualifying without pay-sick day
1656 taken;

1657
1658 (b) On or before June 1 of the school year in which any without pay-sick day was
1659 taken and approved administratively, the Bargaining Unit Member must complete a form that the
1660 District shall place on its website and send the form via email to the Director of Human Resources
1661 in order to comply with the foregoing provision.

1662
1663 (c) If the Bargaining Unit Member has any sick days available to be taken, the
1664 School District will deduct the applicable number of sick days, pay same by the last paycheck for
1665 the school year, and deduct the applicable number of sick days.

1666
1667 (d) In the event that the Bargaining Unit Member forgets or fails for any reason to
1668 submit the form required above to the Director of Human Resources on a timely basis and the
1669 Bargaining Unit Member has time available, the applicable number of days will be deducted, but
1670 the employee Bargaining Unit Member will not be paid.

1671
1672 **7.15 Visitation To Other Schools**

1673
1674 Bargaining Unit Members may request one (1) professional day leave related to professional
1675 development and/or curriculum implementation. Approval of the building administrator and the
1676 Assistant to the Superintendent of Curriculum and Learning is required. A Bargaining Unit
1677 Member must submit the leave request two (2) weeks before the proposed day of visitation.

1678

1679 **7.16 Return from Leave of Absence**

1680

1681 A Bargaining Unit Member returning from any one-year leave of absence shall be given his/her
1682 same position in the same school when he/she returns. If this leave extends beyond one year, or if
1683 unusual circumstances prevail, as determined by the District upon recommendation of the District-
1684 Wide Liaison Committee, he/she shall be given a comparable position or one that is mutually
1685 agreed upon.

1686

1687 **7.17 Family Medical Leave Act of 1993 (FMLA)**

1688

1689 The District shall provide FMLA leave to all eligible employees in accordance with the Applicable
1690 Law. The FMLA leave shall be applied after the absence is defined under the provisions of FMLA.
1691 The 12-month period in which the 12-weeks of leave entitlement occurs shall be a "rolling" 12-
1692 month period measured backward from the date an employee uses any FMLA leave. Bargaining
1693 Unit Members may elect not to use Accumulated sick leave time during FMLA. The Bargaining
1694 Unit Members may designate the number of sick leave days that will be applied during FMLA.

1695

1696 **7.18 Fractional Days**

1697

1698 Bargaining Unit Members may use sick leave days and/or personal leave days only in increments
1699 of: (a) a quarter-day: (b) a half-day: (c) three-quarters of a day: or (d) a full day.

1700

1701 **7.19 Professional Courtesy Leave; Terms and Conditions**

1702

1703 A. The District shall grant "Professional Courtesy Leave" no more than four (4) times per school
1704 year to any individual Bargaining Unit Member subject to the following terms, conditions and
1705 limitations:

1706

1707 1. *Maximum Length.* Professional Courtesy Leave shall be no more than 1 hour and 15
1708 minutes in length each time.

1709

1710 2. *Permissible Reasons.* Professional Courtesy Leave may be used for the following
1711 purposes only: a medical emergency of the Bargaining Unit Member or a member of the
1712 Bargaining Unit Member's" Immediate Family, doctor's appointment and/or an emergency
1713 household issue. For purposes of this provision, "Immediate Family" means husband, wife,
1714 children, grandchildren, father and mother, brothers and sisters, grandfather and grandmother,
1715 father-in law and mother-in-law, son-in-law and daughter-in-law stepparent wherever they may
1716 reside. It also means other members of the family living in the Bargaining Unit Member's
1717 household.

1718

1719 3. *Prohibited Combinations.* Professional Courtesy Leave may not be taken in combination
1720 with or adjacent to any other leave, including unpaid leave, sick leave and/or personal leave.

1721

1722 4. *Approval.* Professional Courtesy Leave must be approved by the Building Principal. The
1723 Bargaining Unit Member must provide such information as reasonably requested by the Building

1724 Principal to ensure that the Bargaining Unit Members meet the terms and conditions of this §7.19,
1725 Such approval shall not be unreasonably withheld.

1726

1727 5. *Data Entry*. Professional Courtesy Leave must be entered in the substitute leave system
1728 as Professional Courtesy and the reason for the leave must be noted in the box for the administrator.

1729

ARTICLE VIII. WORKING CONDITIONS

1730

1731 8.1 Administering Medication

1732

1733 Bargaining Unit Members, except nurses, shall not be required to administer medication to pupils.

1734

1735 8.2 Coordinators (Working Conditions Specific To)

1736

1737 A. *Phones and Equipment*. Phones and filing cabinets and/or storage cabinets shall be provided
1738 for all coordinators.

1739

1740 B. Scheduling and Extra Duty

1741

1742 1. The principal will relieve coordinators of supervisory responsibilities, such as study
1743 halls, homerooms, advisory periods, bus and cafeteria duty, etc., and to schedule their classes in
1744 block fashion at either the beginning or end of the day including released time allowed under
1745 present policy.

1746

1747 2. If scheduling cannot be accomplished by the principal or by him/her in conjunction with
1748 the Assistant Superintendent, then the Assistant Superintendent will modify the job expectations
1749 of the coordinator.

1750

1751 C. *Clerical Assistance*. Secretarial support for coordinators will be provided through existing
1752 clerical personnel as arranged by the Assistant Superintendent.

1753

1754 D. *Compensation* (See Compensation - Coordinators)

1755

1756 8.3 Courses of Study

1757

1758 A. All programs, including but not limited to new programs, revised programs, commercially
1759 produced programs, in-house produced programs, shall be completed before being implemented,
1760 unless otherwise mandated by Applicable Law.

1761

1762 B. All such programs shall be evaluated periodically. Training (in-service) shall be completed for
1763 full program implementation in the first semester by May 30. Training (in-service) shall be
1764 completed for full program implementation in the second semester by November 20. All existing
1765 programs shall be evaluated prior to May 30 of each school year by a committee of Bargaining
1766 Unit Members selected by the staff and the administrators) at each school. A written evaluation
1767 report shall be transmitted to the Superintendent with recommendations to the Board of School
1768 Directors.

1769

1770 **8.4 Department Heads And Grade Level Chairs (Working Conditions)**

1771

1772 A. Coordinators may be designated to represent special subjects and will serve as department heads
1773 except where the coordinator has K to 12 responsibility and subjects meet regularly every day.

1774

1775 B. Principals shall schedule, if possible, back-to-back released time periods for department heads.

1776

1777 C. Principals shall schedule, if possible, a common team period for each department at the 9-10
1778 Center and 11-12 Center.

1779

1780 D. Pay for Department Heads/Grade Level Chairs (see Compensation – Department Heads/Grade
1781 Level Chairs).

1782

1783 **8.5 In-Service Meetings**

1784

1785 In-service meetings are an integral part of the school calendar and attendance is required. All in-
1786 service days will be designed and planned by a representative committee of administrators,
1787 elementary, and secondary Bargaining Unit Members.

1788

1789 **8.6 Personnel Files**

1790

1791 A. Bargaining Unit Members will have the right during regular office hours to inspect their own
1792 personnel files and to make a copy and to answer anything therein. However, the Bargaining Unit
1793 Member shall not have the right to remove the file or any of its contents from the administration
1794 office.

1795

1796 B. For purposes of this provision, the term personnel file shall include:

1797

1798 1. Application for employment;

1799 2. Wage and salary information;

1800 3. Notices of commendation, warning or discipline;

1801 4. Authorizations for deductions or withholding of pay;

1802 5. Fringe benefit information;

1803 6. Records regarding leaves of absence;

1804 7. Records regarding the employment history of the Bargaining Unit Member (including
1805 salary information, job title, dates of changes, retirement records, attendance records, and
1806 employment evaluations).

1807

1808 C. No information shall be placed in this file without prior notification, by copy, to the Bargaining
1809 Unit Member. The above documents will be maintained in a location where they are available for
1810 inspection by the Bargaining Unit Member. Any derogatory material requested by CATA in
1811 writing concerning an Bargaining Unit Member must be presented to CATA during the
1812 preliminary stages of the grievance procedure, if available at the time. There will be no
1813 requirements that say documents so presented must be used by the District or CATA at any
1814 arbitration proceeding.

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8.7 Planning Period Utilization

A. During planning periods, Bargaining Unit Members will engage in activities relating to their professional teaching obligations to the students, such as making copies, emails, and writing lesson plans. Planning periods during the instructional day should not be used for meetings or other duties unless the Bargaining Unit Member agrees and is compensated per **Article V Section 5.3**, Classroom Coverage Pay.

B. During planning periods, Bargaining Unit Members will engage in data teams as required by the District without extra compensation, in accordance with the following terms and conditions:

1. The District shall not require more than one (1) data team meeting per calendar month ("the Mandated Data Team Meeting") for any Bargaining Unit Member during a planning period.

2. In addition to the Mandated Data Team Meeting, the District may schedule up to one additional data team meeting that may be attended voluntarily by the Bargaining Unit Member during a planning period.

3. The District may schedule data team meetings at times other than planning periods including duty periods, half-day professional development days and other times allowed in the collective bargaining agreement.

4. This **Section 8.7(B)** shall sunset at the close of business on June 30, 2023, and shall be deemed to be null and void thereafter.

8.8 Pupil Behavior

A. The matter of student discipline will be governed by District policy, in a manner consistent with Applicable Law of the Commonwealth of Pennsylvania.

B. Each Bargaining Unit Member will be provided by the end of the first work week a copy of the District policy and the Student Code of Conduct.

C. The Policy will be implemented consistently and equitably. Any staff member who writes a discipline referral for a student shall receive a verbal or written response as to the disposition of the referral prior to that student's return to the setting.

8.9 Reduction in Staff (Bargaining Unit Member Protection)

When any reductions in staff are necessary, the District will attempt to first accomplish these reductions through attrition. In the event that suspensions under Section 1124 of the School Code are implemented by the District, straight-line realignment shall be utilized and not "checker boarding".

1860 **8.10 Storage Area**

1861

1862 The District shall provide each Bargaining Unit Member an individual designated storage place
1863 that may be locked at his/her home station in each building. Bargaining Unit Members assigned to
1864 a split assignment shall be provided with such a storage place at each location to which that
1865 Bargaining Unit Member is assigned.

1866

1867 **8.11 Teaching Assignments**

1868

1869 Every effort shall be made to avoid assigning extra classes or large classes to inexperienced
1870 Bargaining Unit Members.

1871

1872 **8.12 Posting of A Vacancy**

1873

1874 A. Vacancies for all professional positions will be posted on the District's website for a period of
1875 (10) teacher days, excluding holidays, prior to filling them. The aforementioned time period will
1876 not apply to vacancies which occur during the summer vacation period. Vacancies occurring
1877 during that period shall be posted for a period of ten (10) business days prior to filling the vacancy.

1878

1879 B. If a coach or club advisor vacates a position between September 1 and the end of the Spring
1880 athletic season, the vacancy will be posted on the District's website for five (5) calendar days,
1881 including holidays, prior to being filled.

1882

1883 C. The applicants shall be notified in writing of the District's decision within fifteen (15) teacher
1884 days after the filling of the vacancy. All applications (letters of intent) will be answered in writing
1885 stating reasons for the decisions within ten teacher days after the filling of the vacancy. Copies
1886 will be sent to the Bargaining Unit Member involved.

1887

1888 D. A copy of all vacancies will be sent to the CATA President at the time of posting.

1889

1890 **8.13 Transfer of Bargaining Unit Members**

1891

1892 A. Bargaining Unit Members who are certified in an area of specialization different from the one
1893 in which they are presently teaching or who are working toward an area of specialization that
1894 would qualify them for a position other than the one they hold, or who would want to teach in
1895 another building within the District, should file a letter of request with the Superintendent, the
1896 Assistant Superintendent, and with the building principals involved.

1897

1898 B. Letters of intent to transfer will remain valid for a period of one (1) calendar year from date of
1899 submission.

1900

1901 C. As vacancies occur, Bargaining Unit Members who have filed a letter of request will be
1902 considered on the basis of professional qualifications (professional certification, specialization,
1903 and experience) for the particular assignment and District seniority.

1904

1905 D. The parties recognize that professional Bargaining Unit Members possessing the same
1906 certification and specialization may possess different qualifications for a particular position as a
1907 result of differences in teaching experience, subject taught, competence and educational
1908 experience. The District may also consider the effect on the teaching situation of the Bargaining
1909 Unit Member requesting the transfer including the possible disruption of that Bargaining Unit
1910 Member's classroom and the educational welfare of the students.

1911
1912 E. Approved transfers will only take effect at the time designated by administration.

1913
1914 F. When requested by the Bargaining Unit Member, a meeting with the Director of Human
1915 Resources and any other administrative personnel deemed necessary by the Bargaining Unit
1916 Member shall be held to clarify the reasons for the transfer prior to filling the position. All
1917 applications for transfer must be answered in writing within ten (10 working days of the date of
1918 the decision stating reasons for the decision and copies sent to the parties mentioned in paragraph
1919 one (1) and to the regularly employed non-administrative professional Bargaining Unit Member
1920 involved.

1921
1922 G. Involuntary transfers due to reduction in force will be based on certification and seniority. Any
1923 Bargaining Unit Member who is involuntarily transferred by the District will be given an
1924 opportunity if he/she so requests it within seven (7) days of being notified of the involuntarily
1925 transfer to meet with the District or a designated committee of the District for the purpose of
1926 discussing any hardship imposed on the Bargaining Unit Member as a result of the involuntary
1927 transfer and the effect of the transfer on the educational program. The District retains the right to
1928 transfer Bargaining Unit Members involuntarily, however, any such involuntary transfers are not
1929 subject to the grievance procedures of their contract. The District agrees that any changes in its
1930 involuntary transfer policy will be discussed with CATA in a Liaison Roundtable meeting
1931 involving the District. Any Bargaining Unit Member who is involuntarily transferred due to
1932 reduction in force shall be given the first right to transfer back to the school from which he/she
1933 was transferred in the event a vacancy occurs.

1934
1935 **8.14 Work Year (School Calendar)**

1936
1937 A. The work year for Bargaining Unit Members shall be 189 days per year. One and one-half (1.5)
1938 days shall be guaranteed as classroom preparation days to be scheduled within the first teacher
1939 week of each school year. A period of time at the end of each marking period, to be mutually
1940 agreed upon by the District and CATA shall be set aside for Bargaining Unit work (lessons and
1941 room preparation, student assessment, student record keeping). The work year shall include dates
1942 when pupils are in attendance, in-service days, Act 80 days, orientation days and any such days
1943 which must be rescheduled. The intent of this provision is to define these days on which Bargaining
1944 Unit Member attendance is required. New Bargaining Unit Members may be required to attend up
1945 to two (2) additional days during the work year for orientation. Bargaining Unit Members who are
1946 so required to attend orientation days shall be paid for such days at their regular salary. Employees
1947 who voluntarily attend orientation days will not be paid by the District.

1948
1949 B. Any changes to the school calendar will be discussed with CATA during liaison, complying
1950 with the Meet-and-Discuss Provision of Act 195.

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8.15 Definition of Bargaining Unit Member Workday

A. *All Bargaining Unit Members.* The following terms and conditions apply to all Bargaining Unit Members except as stated otherwise in this Agreement.

1. The length of the workday for full-time Bargaining Unit Members is seven and one-half (7 1/2) hours including a thirty (30) minute duty-free lunch.

2. Hours of the workday include, but are not limited to, instruction, supervision, preparation time, and school related activities as determined by the principal. In the event of a shortened day due to emergencies (*See Article II, Section 2.4*), Bargaining Unit Members will not be guaranteed a planning period. Any issue arising from excessive emergencies shall be discussed with CATA during Liaison Roundtable complying with the meet-and-discuss provisions of Act 195.

3. *Operational Terms and Conditions, Definitions.* The following operational terms and conditions apply to the established workday:

(a) *School Related Activities.* School related activities are department head meetings, department meetings, team meetings, grade level meetings, curriculum development, special assignments, and any meetings related to the program/curriculum of the District.

(b) *Supervision Defined.* Supervision is defined as any time during the workday that the Bargaining Unit Member is assigned and is responsible for a student or a group of students during non-instructional activities.

(i) Examples at the elementary level include, but are not limited to, recess duty, assemblies, bus duty, and advisory/homeroom.

(ii) Examples at the secondary level include, but are not limited to, hall duty, study hall, library duty, cafeteria duty, advisor/homeroom, and ISS.

(c) If the necessity arises, the Principal may substitute a class coverage supervisory duty or school related activity.

(d) Cafeteria duty and recess duty shall be rotated equitably. The Principal shall discuss the assignment of cafeteria duty and recess duty with the affected Bargaining Unit Members and CATA in order to strive towards equitable rotation prior to implementation.

(e) *Class Coverage.* The following terms and conditions apply to class coverage.

(i) *Class Coverage, Defined.* Class coverage is defined as the assignment of a Bargaining Unit Member to replace another Bargaining Unit Member in a regularly scheduled classroom assignment, whether the replacing Bargaining Unit Member is directed to teach the class to which he or she is assigned or is directed to supervise or monitor that class. Any time a

1996 Bargaining Unit Member gives up a scheduled preparation time, he/she will be compensated at the
1997 negotiated rate per class coverage.

1998
1999 (ii) Pay for class coverage, when appropriate, will be made within the next
2000 two (2) pay periods following the coverage(s).

2001
2002 (iii) Whenever possible, the Principal will provide the Bargaining Unit
2003 Member one (1) workday notice for class coverage. When two (2) or more coverages are
2004 combined, the Bargaining Unit Member will receive a coverage for each of the classes or
2005 supervision. If a Bargaining Unit Member has an assigned study hall and one or more study hall(s)
2006 are added, payment will be given for each additional coverage(s) or study hall(s).iv. Every effort
2007 will be made by the Principal to ensure that Bargaining Unit Members are not taken from an
2008 assigned instructional period for a class coverage.

2009
2010 (f) Tutorial time, supervision, and class coverage duty will be as evenly rotated and
2011 distributed among full-time Bargaining Unit Members as possible.

2012
2013 (g) Where possible, Principals are encouraged to assign coaches their supervision
2014 and preparation times during the latter portion of the afternoon's working day.

2015
2016 (h) Team meetings will not be sacrificed for other supervisory duties unless the
2017 Principal determines that there are no other alternatives practicable.

2018
2019 (i) In special subject areas, a substitute Bargaining Unit Member shall be employed
2020 when the regular (special area) Bargaining Unit Member is absent, whenever possible.

2021 (j) In the event that a Bargaining Unit Member is absent for one-half (1/2) day or
2022 more, the Principal will make every effort to employ a substitute.

2023
2024 (k) Split Assignments.

2025
2026 (i) Split Assignments, Defined. Split assignment is defined as the
2027 assignment of a Bargaining Unit Member to more than one (1) building in a single day. A
2028 Bargaining Unit Member will not have a supervisory on a split assignment day.

2029
2030 (ii) Full-time Bargaining Unit Members will not have more than one split
2031 assignment per day which requires a move between buildings. Bargaining Unit Members will be
2032 provided travel time at the rate of two-and-one-half (2 ½) minutes per mile plus five (5) minutes
2033 between each building and mileage which will be reimbursed at the then applicable Internal
2034 Revenue Business Mileage Reimbursement Allowance. Bargaining Unit Members shall not be
2035 eligible for mileage reimbursement when traveling between the buildings presently known as
2036 Coatesville Area Senior High School and the Coatesville Area Intermediate High School.

2037
2038 (iii) The workday for a Bargaining Unit Member with a split assignment
2039 shall not exceed that of the established workday.

2040

2041 (l) If a Principal deems it necessary, an extra duty paid position(s) will be created
2042 at that school to supervise students before and/or after the Bargaining Unit Member workday.
2043 m. In case of an exchange for planning period and a supervisory or related activity, and the
2044 Bargaining Unit Member needs time to prepare materials for classes between the exchange
2045 periods, time or clerical help will be provided to do so.

2046
2047 B. *Bargaining Unit Members Assigned to Secondary Schools.* The following terms and conditions
2048 apply to Bargaining Unit Members assigned to secondary schools.

2049
2050 1. Classroom Bargaining Unit Members will have the equivalent of one (1) class period
2051 per day per cycle for preparation during the instructional day and an additional thirty-five (35)
2052 minutes per day for preparation during the teacher day.

2053
2054 2. Special education and special area Bargaining Unit Members will have a minimum of
2055 six (6) hours per six-day cycle for classroom preparation during the workday.

2056
2057 3. After instructional periods and planning periods have been assigned, Principals have the
2058 latitude to schedule supervisory of school related activities in the remaining periods.

2059
2060 4. The District may change duty assignments in the secondary schools during the school
2061 year, provided that this provision shall not be interpreted to allow the District to expand the types
2062 of duty assignments allowed.

2063
2064 C. *Bargaining Unit Members Assigned to Elementary Schools.* The following terms and
2065 conditions apply to Bargaining Unit Members assigned to elementary schools.

2066
2067 1. The instructional day shall be six and one half (6 1/2) hours.

2068
2069 2. In the event of inclement weather, Bargaining Unit Members will report back to their
2070 classrooms to supervise students during the recess period. The assignment of inclement weather
2071 recess duty will not infringe upon the Bargaining Unit Members thirty (30) minute lunch period.
2072 The Principal will determine what constitutes inclement weather.

2073
2074 3. Elementary classroom Bargaining Unit Members shall have a minimum of forty (40)
2075 minutes block planning time per day during the instructional day.

2076
2077 4. Elementary special area Bargaining Unit Members shall have a minimum of forty (40)
2078 minutes block planning time per day during the workday.

2079
2080 5. Notwithstanding anything herein to the contrary, the following terms and conditions
2081 shall apply:

2082
2083 (a) There shall be a thirty (30) minute period of time at the start of the workday
2084 before students are scheduled to arrive that is to be used for meetings as assigned by the District,
2085 for preparation, and for instructional activities as determined by the Bargaining Unit Member;

2086 provided, however, that on the days when the District has scheduled data team meetings for the
2087 teacher, the District will not schedule a meeting under this paragraph for that teacher.
2088

2089 (b) Students shall be scheduled to arrive thirty (30) minutes after the start of the
2090 workday and the instructional day shall start fifteen (15) minutes thereafter. During this fifteen
2091 (15) minutes, Bargaining Unit Members fulfill such responsibilities as required by the District and
2092 usual operations and shall integrate an instructional activity or other activity designed either to
2093 improve student performance or to prepare the students ready to learn.
2094

2095 (c) The instructional day shall be scheduled to end fifteen (15) minutes before the
2096 end of the workday.
2097

2098 6. *Exigency Teams*. Each elementary school shall establish and maintain an “exigency
2099 team” that can be utilized for such purposes as the District shall determine at its discretion. It can
2100 be composed of Bargaining Unit Members, employees who are not Bargaining Unit Members,
2101 contractors, or employees of contractors as it may choose in its sole discretion. With respect to
2102 Bargaining Unit Members, service on the team is voluntary. If the District must utilize the exigency
2103 team after the end of the workday for Bargaining Unit Members, the District shall pay the
2104 Bargaining Unit Members at the hourly curriculum rate. The minimum payment shall be one-
2105 quarter ($\frac{1}{4}$) of an hour. The District may utilize the exigency team if supervision of students is
2106 necessary after the end of the workday.
2107

2108 (a) The District at its discretion may employ paraprofessionals in grades K-5.
2109

2110 D. *Special Education Bargaining Unit Members*. The following terms and conditions shall apply
2111 to Bargaining Unit Members who are assigned as special education teacher in either elementary
2112 schools or secondary schools.
2113

2114 1. All special education Bargaining Unit Members will be given one (1) day release time
2115 for every ten (10) students on their case load for which they are to contribute or manage paperwork
2116 (such as IEP’s, GIEP’s, BIP’s, ER’s, RR’s, etc.). A second day will be granted when the
2117 Bargaining Unit Member’s caseload reaches fifteen (15) students.
2118

2119 2. Itinerant and speech/language therapists shall receive one (1) day release time for every
2120 fifteen (15) students not to exceed five (5) days within one (1) school year to manage the
2121 aforementioned paperwork.
2122

2123 3. Release time is to be held in a District building and used to complete the above-
2124 mentioned paperwork.
2125

2126 4. Special education Bargaining Unit Members and speech/language therapists will receive
2127 a minimum of one (1) workday release time per school year.
2128

2129 5. Special education Bargaining Unit Members will be provided a locked filing cabinet for
2130 confidential materials such as IEP’s, ER’s, RR’s, BIP’s, GIEP’s, etc.
2131

2132 6. Emotional support classrooms will have a minimum of two scheduled adults in the
2133 classroom at all times.

2134
2135 7. Itinerant special education Bargaining Unit Members and speech/language therapists
2136 will not be given supervisory duties.

2137
2138 8. The District will provide a secure setting with the necessary technology for writing
2139 IEP's, RR's, ER's, GIEP's, BIP's, etc.

2140
2141 9. Special Education – Secondary Bargaining Unit Members. Secondary special education
2142 Bargaining Unit Members will have the equivalent of one class period per day, per cycle, for
2143 preparation during the instructional day and an additional thirty-five (35) minutes per day for
2144 preparation during the teacher day. Secondary special education Bargaining Unit Members shall
2145 have a half-day each quarter for state required or other special education paperwork. The District
2146 shall schedule the days.

2147
2148 10. Special Education – Elementary Bargaining Unit Members. The following terms and
2149 conditions apply to Bargaining Unit Members assigned as special education teachers in an
2150 elementary school classroom.

2151
2152 (a) The instruction day shall be six and a quarter (6 ¼) hours.

2153
2154 (b) Elementary special education Bargaining Unit Members shall have a minimum
2155 of thirty (30) minutes block planning time per day during the workday for each day of the six-day
2156 cycle, and an additional three (3) hours a cycle for preparation during the workday.

2157
2158 (c) Elementary special education Bargaining Unit Members shall have a half-day
2159 each quarter for state required or other special education paperwork. The District shall schedule
2160 the days.

2161
2162 E. *Pre/Post Workday Activities.*

2163
2164 1. *Faculty Meetings.*

2165
2166 (a) *Defined.* Faculty meetings are defined as meetings scheduled by the Principal
2167 regarding school business.

2168
2169 (b) Faculty meetings may be scheduled by the Principal through notification to all
2170 Bargaining Unit Members requiring the appropriate faculty members, as determined by the
2171 Principal.

2172
2173 (c) Faculty meetings will be pre-scheduled on a marking period (report card) basis
2174 and will be held on the same day of each month unless the Principal determines otherwise. In this
2175 latter case, at the beginning of the marking period in question, the Principal and the CATA
2176 Building Representative will determine by mutual agreement the schedule for a faculty meeting.

2177

2178 (d) If it is necessary to change the date of a meeting, the Principal shall provide
2179 notice at least two (2) full workdays in advance of the new meeting date and time.
2180

2181 (e) Faculty meetings will not exceed thirty-five (35) minutes before or after the
2182 workday and will be held only when necessary. Additional faculty meetings may be called by the
2183 Principal if the necessity arises. However, if more than two (2) faculty meetings are held per
2184 month, the Bargaining Unit Members present at the additional meeting(s) will be compensated at
2185 the class coverage rate.
2186

2187 2. Bargaining Unit Member attendance is required at one (a) Back-to-School Night, two
2188 (b) district-wide parent-teacher conferences, (c) if requested, the dedication ceremonies of a new
2189 building in which they teach; and (d) graduation ceremonies. If attendance is required for a
2190 graduation ceremony and the graduation ceremony is outside the workday, the time shall be
2191 compensated with compensatory time off on the last workday.
2192

2193 3. Teacher conferences with parents will be scheduled after consultation with the
2194 Bargaining Unit Member to ensure that he or she is available at the scheduled time.
2195

2196 **8.16 Safe Working Conditions**

2197
2198 A. The District and CATA agree that Bargaining Unit Members shall work in a safe environment.
2199 Unsafe working conditions are defined under the Pennsylvania Workers Compensation Law as
2200 amended (1996) pertaining to occupational diseases and/or injury.
2201

2202 B. Per Section 438 of the Workers' Compensation Act, 77 P.S. §994, the "employer shall report
2203 all injuries received by employees in the course of or resulting from their employment immediately
2204 to the employer's insured."
2205

2206 C. If, as a result of an unsafe working condition, a Bargaining Unit Member is required to seek
2207 medical attention pertaining to an occupational disease and/or injury as covered under the
2208 Pennsylvania Workers' Compensation Law as amended (1996), the employer will not "charge" the
2209 Bargaining Unit Member with a day's absence (sick or personal leave) for seeking medical
2210 consultation. The Bargaining Unit Member must, however, provide verification that he/she has
2211 received medical attention for either a physician or through a medical facility on the day of the
2212 incident. On the day the Bargaining Unit Member is seeking medical attention class coverage will
2213 be provided through the use of a substitute Bargaining Unit Member, administrator, special area
2214 Bargaining Unit Member or classroom Bargaining Unit Member.
2215

2216 D. Remaining days of absence, if any, will be provided in accordance with the Pennsylvania
2217 Workers' Compensation Law as amended (1996).

2218 **ARTICLE IX. IMPLEMENTATION**

2219
2220 **9.1** Except as stated herein, changes in this Agreement shall be made as soon as reasonably
2221 practicable and shall be prospective only from the date of the change. Those changes that are self-

2222 executing shall be effective upon execution of this Agreement by both parties and shall be
2223 prospective only.

2224
2225 9.2 Base wages shall be retroactive to the first workday of the 2022-2023 school year for
2226 Bargaining Unit Members who are employed by the District on the date that the School Board
2227 ratifies the new agreement. Payment of the retroactive wage increases shall be made by the District
2228 within thirty (30) calendar days of the date of ratification of this Agreement by the School Board.
2229 There shall be no retroactivity of any provision with regard to any individual who left the employ
2230 of the District prior to the date that the School Board ratified this Agreement.

2231
2232 9.3 Increases in premium share shall be prospective only from the date of ratification by the School
2233 Board.

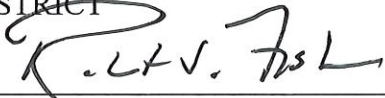
2234
2235 9.4 Only the base wages of Bargaining Unit Members as stated in the wage scale shall be
2236 retroactive to the start of the school year. All other financial changes shall be prospective only
2237 from the date of the School Board's ratification of this agreement..

2238
2239 [THE BALANCE OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.
2240 SIGNATURE PAGE FOLLOWS.]

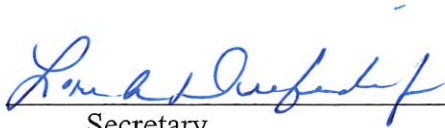
2241

2242 IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have each caused the
2243 due execution and attested hereto by its duly authorized officers.
2244
2245

COATESVILLE AREA SCHOOL
DISTRICT

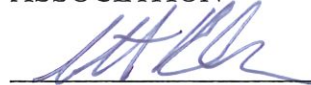


President



Secretary

COATESVILLE AREA TEACHERS
ASSOCIATION



President



Negotiation Chair

Robert J. Fisher, School Board President
Lori A. Diefenderfer, School Board Secretary
Coatesville Area School District
3030 CG Zinn Road, Thorndale, PA 19372
Board Approved: December 21, 2022

Date: 12-22-22

2246

Exhibit A-1

Salary Scale for the 2022-2023 School Year.

	B	B+24	M	M+15	M+30	M+45	M+60
A	49700	50900	55450	57100	58750	60450	62550
B	50700	52843	57449	59149	60849	62596	64749
C	51700	54786	59448	61198	62948	64742	66948
D	52700	56729	61447	63247	65047	66888	69147
E	53700	58672	63446	65296	67146	69034	71346
F	54700	60615	65445	67345	69245	71180	73545
G	55700	62558	67444	69394	71344	73326	75744
H	56700	64501	69443	71443	73443	75472	77943
I	57700	66444	71442	73492	75542	77618	80142
J	58700	68387	73441	75541	77641	79764	82341
K	61731	70330	75440	77590	79740	81910	84540
L	64231	72273	77439	79639	81839	84056	86739
M	67631	74216	79438	81688	83938	86202	88938
N		76159	81437	83737	86037	88348	91137
O		78102	83436	85786	88136	90494	93336
P		80045	85435	87835	90235	92640	95535
Q		81988	87434	89884	92334	94786	97734
R	80431	83931	89431	91931	94431	96931	99931

Exhibit A-2

Salary Scale for the 2023-2024 School Year

3.2090	B	B+24	M	M+15	M+30	M+45	M+60
A	50534	51734	56284	57934	59584	61284	63384
B	51534	53677	58283	59983	61683	63430	65583
C	52534	55620	60282	62032	63782	65576	67782
D	53534	57563	62281	64081	65881	67722	69981
E	54534	59506	64280	66130	67980	69868	72180
F	55534	61449	66279	68179	70079	72014	74379
G	56534	63392	68278	70228	72178	74160	76578
H	57534	65335	70277	72277	74277	76306	78777
I	58534	67278	72276	74326	76376	78452	80976
J	59534	69221	74275	76375	78475	80598	83175
K		71164	76274	78424	80574	82744	85374
L	63565	73107	78273	80473	82673	84890	87573
M	66065	75050	80272	82522	84772	87036	89772
N	69465	76993	82271	84571	86871	89182	91971
O		78936	84270	86620	88970	91328	94170
P		80879	86269	88669	91069	93474	96369
Q		82822	88268	90718	93168	95620	98568
R	81265	84765	90265	92765	95265	97765	100765

Exhibit A-3

Salary Scale for the 2024-2025 School Year

3.1088	B	B+24	M	M+15	M+30	M+45	M+60
A	51507	52707	57257	58907	60557	62257	64357
B	52507	54650	59256	60956	62656	64403	66556
C	53507	56593	61255	63005	64755	66549	68755
D	54507	58536	63254	65054	66854	68695	70954
E	55507	60479	65253	67103	68953	70841	73153
F	56507	62422	67252	69152	71052	72987	75352
G	57507	64365	69251	71201	73151	75133	77551
H	58507	66308	71250	73250	75250	77279	79750
I	59507	68251	73249	75299	77349	79425	81949
J	60507	70194	75248	77348	79448	81571	84148
K		72137	77247	79397	81547	83717	86347
L		74080	79246	81446	83646	85863	88546
M	65538	76023	81245	83495	85745	88009	90745
N	68038	77966	83244	85544	87844	90155	92944
O	71438	79909	85243	87593	89943	92301	95143
P		81852	87242	89642	92042	94447	97342
Q		83795	89241	91691	94141	96593	99541
R	82238	85738	91238	93738	96238	98738	101738

Exhibit A-4

Salary Scale for the 2025-2026 School Year

3.009	B	B+24	M	M+15	M+30	M+45	M+60
A	52547	53747	58297	59947	61597	63297	65397
B	53547	55690	60296	61996	63696	65443	67596
C	54547	57633	62295	64045	65795	67589	69795
D	55547	59576	64294	66094	67894	69735	71994
E	56547	61519	66293	68143	69993	71881	74193
F	57547	63462	68292	70192	72092	74027	76392
G	58547	65405	70291	72241	74191	76173	78591
H	59547	67348	72290	74290	76290	78319	80790
I	60547	69291	74289	76339	78389	80465	82989
J	61547	71234	76288	78388	80488	82611	85188
K		73177	78287	80437	82587	84757	87387
L		75120	80286	82486	84686	86903	89586
		77063	82285	84535	86785	89049	91785
	67578	79006	84284	86584	88884	91195	93984
	70078	80949	86283	88633	90983	93341	96183
	73478	82892	88282	90682	93082	95487	98382
		84835	90281	92731	95181	97633	100581
	83278	86778	92278	94778	97278	99778	102778

Coatesville CATA

Personal Choice, our popular Preferred Provider Organization (PPO), gives you freedom of choice by allowing you to choose your own doctors and hospitals. You can maximize your coverage by accessing your care through Personal Choice's network of hospitals, doctors, and specialists, or by accessing care through preferred providers who participate in the BlueCard PPO program. Of course, with Personal Choice, you have the freedom to select providers who do not participate in the Personal Choice network or BlueCard PPO program. However, if you receive services from out-of-network providers, you will have higher out-of-pocket costs and may have to submit your claim for reimbursement.

With Personal Choice...

- You do not need to enroll with a primary care physician
- You never need a referral

Benefit	In-network	Out-of-network ¹
BENEFIT PERIOD	Contract Year ³	Contract Year ³
DEDUCTIBLE**		
Single	\$1,500	\$5,000
Family	\$3,000	\$10,000
OUT-OF-POCKET MAXIMUM²		
Single	\$6,550	\$10,000
Family	\$13,100	\$20,000
LIFETIME MAXIMUM	Unlimited	Unlimited
DOCTOR'S OFFICE VISITS		
Primary care services	100%, after deductible	50%, after deductible
Specialist services	100%, after deductible	50%, after deductible
PREVENTIVE CARE FOR ADULTS AND CHILDREN	100%, no deductible	50%, no deductible
PEDIATRIC IMMUNIZATIONS	100%, no deductible	50%, no deductible
ROUTINE GYNECOLOGICAL EXAM/PAP <i>1 per year for women of any age⁴</i>	100%, no deductible	50%, no deductible
MAMMOGRAM	100%, no deductible	50%, no deductible
NUTRITION COUNSELING FOR WEIGHT MANAGEMENT <i>6 visits per year</i>	100%, no deductible	50%, after deductible
OUTPATIENT LABORATORY/PATHOLOGY	100%, after deductible	50%, after deductible

- 1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.
- 2 In-network out-of-pocket maximum includes copayments, coinsurance and deductible. Out-of-network out-of-pocket maximum includes coinsurance only.
- 3 Combined in/out-of-network
- * A contract year benefit period begins on September 1st and ends on August 31st. The deductible and out-of-pocket maximum amount start at \$0 at the beginning of each contract year on September 1st.
- ** Single deductible and out-of-pocket maximum amount shown applies for self-only contracts. For family contracts (an individual enrolled with one or more dependents), in-network benefits are subject to the family deductible amount which can be met by any combination of family members. However, no family member will be subject to more than the single out-of-pocket maximum shown above. Benefits are covered at the indicated percentage for that service until the single maximum out-of-pocket or the family maximum out-of-pocket is met. The in-network family out-of-pocket amount can be met by any combination of family members.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-
independent licensees of the Blue Cross and Blue Shield Association.

www.ibx.com

Benefit	In-network	Out-of-network¹
MATERNITY		
First OB visit	100%, after deductible	50%, after deductible
Hospital	100%, after deductible	50%, after deductible ⁵
INPATIENT HOSPITAL SERVICES		
Facility	100%, after deductible	50%, after deductible ⁵
Physician/Surgeon	100%, after deductible	50%, after deductible
INPATIENT HOSPITAL DAYS		
	Unlimited	70 ⁵
OUTPATIENT SURGERY		
Facility	100%, after deductible	50%, after deductible
Physician/Surgeon	100%, after deductible	50%, after deductible
EMERGENCY ROOM		
	100%, after deductible	100%, after in-network deductible
URGENT CARE CENTER		
	100%, after deductible	50%, after deductible
AMBULANCE		
Emergency	100%, after deductible	100%, after in-network deductible
Non-emergency	100%, after deductible	50%, after deductible
OUTPATIENT X-RAY/RADIOLOGY		
Routine Radiology/Diagnostic	100%, after deductible	50%, after deductible
MRI/MRA, CT/CTA Scan, PET Scan	100%, after deductible	50%, after deductible
THERAPY SERVICES		
Physical and occupational 30 total visits per year for PT/OT combined ³	100%, after deductible	50%, after deductible
Cardiac rehabilitation 36 visits per year ³	100%, after deductible	50%, after deductible
Pulmonary rehabilitation 36 visits per year ³	100%, after deductible	50%, after deductible
Speech 20 visits per year ³	100%, after deductible	50%, after deductible
Orthoptic/pleoptic 8 sessions lifetime maximum ³	100%, after deductible	50%, after deductible
SPINAL MANIPULATIONS 20 visits per year ³		
	100%, after deductible	50%, after deductible
ALLERGY INJECTIONS		
	100%, after deductible	50%, after deductible
INJECTABLE MEDICATIONS		
Standard Injectables	100%, after deductible	50%, after deductible
Biotech/Specialty Injectables	100%, after deductible	50%, after deductible
CHEMO/RADIATION/DIALYSIS		
	100%, after deductible	50%, after deductible
OUTPATIENT PRIVATE DUTY NURSING 360 hours per year ³		
	100%, after deductible	50%, after deductible
SKILLED NURSING FACILITY 120 days per year ³		
	100%, after deductible	50%, after deductible
HOSPICE AND HOME HEALTH CARE		
	100%, after deductible	50%, after deductible
DURABLE MEDICAL EQUIPMENT		
	100%, after deductible	50%, after deductible
PROSTHETICS		
	100%, after deductible	50%, after deductible
HEARING AIDS \$1,325 maximum every 5 years ³		
	100%, after deductible	80%, after deductible
MENTAL HEALTH CARE		
Outpatient	100%, after deductible	50%, after deductible
Inpatient	100%, after deductible	50%, after deductible ⁵
SERIOUS MENTAL ILLNESS CARE		
Outpatient	100%, after deductible	50%, after deductible
Inpatient	100%, after deductible	50%, after deductible ⁵

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

Benefit	In-network	Out-of-network ¹
SUBSTANCE ABUSE TREATMENT		
Outpatient/Partial facility visits	100%, after deductible	50%, after deductible
Rehabilitation	100%, after deductible	50%, after deductible ⁵
Detoxification	100%, after deductible	50%, after deductible ⁵
PRESCRIPTION DRUGS - RETAIL PHARMACY^{***}		
Member Cost Sharing		
Generic Formulary	\$5 copayment, after deductible	50%, after deductible
Brand Formulary	\$20 copayment, after deductible	50%, after deductible
Non-Formulary Brand	\$45 copayment, after deductible	50%, after deductible
PRESCRIPTION DRUGS - MAIL ORDER PHARMACY^{***}		
Member Cost Sharing		
Generic Formulary	\$10 copayment, after deductible	Not Covered
Brand Formulary	\$40 copayment, after deductible	Not Covered
Non-Formulary Brand	\$90 copayment, after deductible	Not Covered

¹ Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

^{***} Dispensing limits: up to 30 days' supply for retail pharmacies and up to 90 days' supply through mail order for maintenance drugs. If you use a nonparticipating pharmacy, you will pay the store's regular charge, which is usually higher than using a participating pharmacy, and will have to submit your claim for reimbursement.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

What is not covered?

- services not medically necessary
- services or supplies that are experimental or investigative except routine costs associated with clinical trials
- assisted fertilization techniques such as in-vitro fertilization, GIFT, and ZIFT
- reversal of voluntary sterilization
- expenses related to organ donation for non-member recipients
- alternative therapies/complementary medicine
- dental care, including dental implants, and nonsurgical treatment of temporomandibular joint syndrome (TMJ)
- music therapy, equestrian therapy, and hippotherapy
- treatment of sexual dysfunction not related to organic disease except for sexual dysfunction resulting from injury
- cranial prostheses including wigs intended to replace hair
- routine physical exams for nonpreventive purposes such as insurance or employment applications, college, or premarital examinations
- immunizations for travel or employment
- service or supplies payable under Workers' Compensation, Motor Vehicle Insurance, or other legislation of similar purpose
- cosmetic services/supplies
- self-injectable drugs (except as specified under the prescription drug benefits for this program)
- vision care (except as specified in a group contract)

This summary represents only a partial listing of the benefits and exclusions of the Personal Choice Program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. As a result, this managed care plan may not cover all of your health care expenses. Read your contract/member handbook carefully for a complete listing of the terms, limitations and exclusions of the program. If you need more information, please call 1-800-ASK-BLUE (1-800-275-2583).

Exhibit "C"

COACHING FOR SPORT TEAMS

CAMPUS (Grades 9, 10, 11 & 12)		
<i>SPORT</i>	<i>POSITION</i>	<i>POSITION UNITS</i>
Baseball	9th Grade Coach	271
	Assistant Coach	352
	Head Coach	541
Basketball - Boys	Assistant Coach	477
	Head Coach	734
Basketball - Girls	Assistant Coach	477
	Head Coach	734
Cheerleader	Assistant Varsity Coach	333
	Head Coach	512.5
Cross Country	Assistant Coach	289
	Head Coach	445
Field Hockey	Assistant Coach	313
	Head Coach	481.5
Football	9th Grade Coach	379
	Assistant Coach	492
	Head Coach	757.5
Golf	Head Coach	338
Indoor Track - Boys	Assistant Coach	322
	Head Coach	496
Indoor Track - Girls	Assistant Coach	322
	Head Coach	496
Lacrosse - Boys	Assistant Coach	339
	Head Coach	521.5
Lacrosse - Girls	Assistant Coach	319
	Head Coach	491.5
Soccer - Boys	Assistant Coach	333
	Head Coach	512.5
Soccer - Girls	Assistant Coach	333
	Head Coach	512.5
Softball	Assistant Coach	352
	Head Coach	541
Swimming	Assistant Coach - Diving	341
	Assistant Coach - Boys	341
	Assistant Coach - Girls	341
	Head Coach	788
Tennis - Boys	Assistant Coach	259
	Head Coach	398
Tennis - Girls	Assistant Coach	259
	Head Coach	398

CAMPUS (Grades 9, 10, 11 & 12)

<i>SPORT</i>	<i>POSITION</i>	<i>POSITION UNITS</i>
Track - Girls	Assistant Coach	335
	Head Coach	516
Track - Boys	Assistant Coach	335
	Head Coach	516
Volleyball - Girls	Assistant Coach	278
	Head Coach	427.5
Weight Training	Weight Training Advisor (2 coaches)	935
Wrestling	Assistant Coach	372
	Head Coach	573

MIDDLE SCHOOL (Grades 7 & 8)

<i>SPORT</i>	<i>POSITION</i>	<i>POSITION UNITS</i>
Lacrosse	7th Grade Coach	246
Baseball	7th Grade Coach	216
	8th Grade Coach	271
Basketball - Boys	7th Grade Coach	294
	8th Grade Coach	367
Basketball - Girls	7th Grade Coach	294
	8th Grade Coach	367
Cheerleading	Cheerleader Coach	256
Cross Country	7th & 8th Grade Coach	223
Field Hockey	7th Grade Coach	192
	8th Grade Coach	241
Football	7th Grade Coach	303
	8th Grade Coach	379
Lacrosse	8th Grade Coach	246
Soccer - Boys	7th Grade Coach	205
	8th Grade Coach	256
Soccer - Girls	7th Grade Coach	205
	8th Grade Coach	256
Softball	7th Grade Coach	216
	8th Grade Coach	271
Track	7th Grade Coach	206
	8th Grade Coach	258
Wrestling	7th Grade Coach	229
	8th Grade Coach	287

EXTRA DUTY CLUBS

Elementary

<i>Position</i>	<i>Units</i>
Elementary Band	185
Elementary Orchestra	100
Garden Club Advisor	100
Robotic Club Advisor	110
Safety Club	110
Spanish Club Advisor	110
Student Council Advisor	110

High School

<i>Position</i>	<i>Units</i>
8/9 Student Council Advisor	485
Academic Team	300
Assistant Band Director	481
B.R.I.D.G.E.E. Advisor	135
Band Front Instructor	312
Band Music Director	740
Drama Club Director	350
Faculty Manager	995
FBLA/DECA Advisor	310
German Club	290
Gospel Choir Advisor	140
Honor Society	200
Junior Class Cabinet Advisor	270
Leo Club	310
Meistersingers	600
Musical Production Director	250
Orchestra 9-12	240
Robotic Club Advisor	295
Sadd Advisor	155
Senior Class Cabinet Advisor	400
Ski Club	340
Spanish Club	290
Stage Crew Advisor	270
Stem Club Advisor - 8/9	170
10/11/12 Student Council Advisor	505
Vocal Music Director	600
WCHS-TV & Radio Production	520
Yearbook Advisor	625

Middle School

<i>Position</i>	<i>Units</i>
Art Club	115
Band Director	270
Drama Club Advisor	270
Faculty Manager	498
Student Council	505
Vocal Music Director	270
Yearbook Advisor	155

PILOT CLUBS*60**

Exhibit "D"

COATESVILLE AREA SCHOOL DISTRICT EXTRA PAY FOR EXTRA DUTY SCHEDULE OF
UNITS
2022-2026

Elementary School Clubs	Season Units	Extended Season Basis	Extended Season Units
Elementary Band	185	N/A	
Elementary Orchestra	100	N/A	
Garden Club (Rainbow)	100	N/A	
Robotics/STEM (Cain, Reeceville)	110	N/A	
Safety Patrol (Cain, Rainbow)	110	N/A	
Spanish Club (Cain)	110	N/A	
Middle School Clubs			
Art Club	115	N/A	
Band	270	N/A	
Drama	270	N/A	
Orchestra	100	N/A	
Student Council	505	N/A	
Vocal Music	270	N/A	
Yearbook	155	N/A	
High School Clubs			
Academic Team	300	Yes, Nationals	300
National Honor Society	200	N/A	
Student Council 9/10	485	N/A	
Student Council 11/12	505	N/A	
Junior Class Advisor	270	N/A	
Senior Class Advisor	400	N/A	
Yearbook	625	N/A	
FBLA/DECA	310	N/A	
Foreign Language - German	290	N/A	
Foreign Language - Spanish	290	N/A	
Leo Club	310	N/A	
S.A.D.D.	155	N/A	
VVCHS 11/12	520	N/A	
Ski Club	340	N/A	
Drama Director 9/10	350	N/A	
Drama Director 11/12 (Paint & Patch)	350	N/A	
Musical Production Director	250	N/A	
Stage Crew 9/10	270	N/A	
Stage Crew 11/12	270	N/A	
Band Director	740	Yes Districts and States	740
Assistant Band Director	481	N/A	
Band Front Instructor	312	N/A	
Orchestra	240	Yes Districts and States	240
Vocal Music 9/10	600	N/A	
Vocal Music - Meistersingers	600	Yes Districts and States	600

Field Hockey • Head Coach • Assistant Coach (2)	481.5 313	Yes, District and States	481.5 313
Football • Head Coach • Assistant Coach (6) • 9* Grade Coach (2)	757.5 492 379	Yes, Districts and States	757.5 492

Golf	338	Yes District And States	338
Indoor Track — Boys • Head Coach • Assistant Coach	496 322	Yes	496 322
Indoor Track — Girls • Head Coach • Assistant Coach	496 322	Yes	496 322
Lacrosse • Head Coach • Assistant Coach (2)	491.5 319	Yes, Districts and States	491.5 319
Soccer — Boys • Head Coach • Assistant Coach	512.5 333	Yes, Districts and States	512.5 333
Soccer — Girls • Head Coach • Assistant Coach	512.5 333	Yes, Districts and States	512.5 333
Softball • Head Coach • Assistant Coach (2)	541 352	Yes, Districts and States	541 352
Swimming • Head Coach for Boys & Girls • Assistant Coach — Boys • Assistant Coach — Girls • Diving Coach	788 341 341 341	Yes, Districts and States	788 341 341 341
Tennis — Boys • Head Coach • Assistant Coach	398 259	Yes, Districts and States	398 259
Tennis — Girls • Head Coach • Assistant Coach	398 259	Yes, Districts and States	398 259
Track — Boys • Head Coach • Assistant Coach (2)	516 335	Yes, Districts and States	516 335
Track — Girls • Head Coach • Assistant Coach (2)	516 335	Yes, Districts and States	516 335
Volleyball • Head Coach • Assistant Coach	427.5 278	Yes, Districts and States	427.5 278
Wrestling • Head Coach • Assistant Coach (2)	573 372	Yes, Districts and States	573 372

PAYROLL DEDUCTION AUTHORIZATION FORM

BUSINESS OFFICE COPY

I hereby authorize the Business Office of the Coatesville Area School District to deduct professional association dues (C.A.T.A., P.S.E.A., N.E.A.) from my paychecks as agreed upon between the District and the Association. Upon termination of my employment, the School District is authorized to deduct the unpaid balance of my annual dues. I understand this authorization shall be valid on a year-to-year basis while I remain in this District unless I notify the President of C.A.T.A. in writing that this authorization is revoked. Such notice must be given during a period of fifteen (15) days prior to the expiration of any such agreement.

"All who have joined an employee organization or who join the employee organization in the future, must remain members for the duration of a collective bargaining agreement so providing with the provision that any such educator or educators may resign from such employee organization during a period of fifteen (15) days prior to the expiration of any such agreement." (Act 195, Article III, Section 301, number 18).

Signed _____

Typed or Printed _____

Date _____

C.A.T.A. COPY

I hereby authorize the Business Office of the Coatesville Area School District to deduct professional association dues (C.A.T.A., P.S.E.A., N.E.A.) from my paychecks as agreed upon between the District and the Association. Upon termination of my employment, the School District is authorized to deduct the unpaid balance of my annual dues. I understand this authorization shall be valid on a year-to-year basis while I remain in this District unless I notify the President of C.A.T.A. in writing that this authorization is revoked. Such notice must be given during a period of fifteen (15) days prior to the expiration of any such agreement.

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Signed _____

Typed or Printed _____

Date _____