

# AGREEMENT

between the

FORT CHERRY  
SCHOOL DISTRICT

and the

FORT CHERRY  
EDUCATION ASSOCIATION

September 1, 2024 – August 31, 2029

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## **PREAMBLE**

- A. The parties to this Agreement, the Board of School Directors of the Fort Cherry School District, hereinafter called the “Board” and the Fort Cherry Education Association, hereinafter called the “Association,” enter into this collective agreement concerning the employment relationship of the bargaining unit represented by the Association.
- B. It is, and has been, the intent of the parties including their representatives and members of the bargaining unit to deal fairly with each other, without harassment, bearing in mind that the welfare of the public and particularly the children of the Fort Cherry School District is the paramount consideration of both the Board and the Association.
- C. The Association recognized the rights of the Board to manage the School District and to direct its employees in an efficient fashion except as modified by the terms of the Agreement.

## **ARTICLE I** **RECOGNITION**

The Board does hereby recognize the Association as the exclusive bargaining agent under the provisions of the “Public Employee Relations Act” hereinafter called “Act 195” for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board which certification, PERA-R-503-W, as amended at PERA-U-82-574-W, is attached hereto and made a part hereof.

## **ARTICLE II** **GRIEVANCE PROCEDURE**

### **A. Definitions**

- 1. “Grievance” is hereby defined as:
  - (a) A complaint by a teacher or teachers regarding the meaning, interpretation or application of any provision in this Agreement, or
  - (b) Any rule or regulation by the Board or its agents placed upon an employee in an arbitrary or capricious manner that would adversely affect the employee’s health or safety.
- 2. Aggrieved Person  
An “aggrieved person” is the person or persons making the claim.
- 3. Party in Interest  
A “party in interest” is the person or persons making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting professional employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. In the event that a professional employee believes there is a basis of a grievance, he shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative.
2. Person, or persons, initiating the alleged grievance shall request the Association to present the grievance, in writing on a form provided by the employer, to the first level supervisor within ten (10) school days after its occurrence. The first level supervisor shall reply to the grievance within ten (10) school days after the initial presentation of the grievance.
3. If the action in Step 2 above fails to resolve the grievance to the satisfaction of the affected parties, the Association may refer the grievance within the next ten (10) school days to the Superintendent who shall respond within ten (10) school days.
4. If the action at Step 3 fails to resolve the grievance to the satisfaction of the affected parties, the Association may refer the grievance within the next ten (10) school days to the Board of Education for consideration at the next regular official School Board meeting. The Board shall respond within ten (10) school days thereafter.
5. If the action in Step 4 above fails to resolve the grievance to the satisfaction of the affected parties, the Association may refer the grievance to binding arbitration as provided in Section 903 of Act 195, within a period of twenty (20) days after the Board's response.
6. Year End Grievance  
In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the time limits set forth in this grievance procedure may be amended upon mutual agreement.

D. Rights to Representation

1. Representation

The aggrieved party or parties may be represented at steps (1), (2), and (3) of the grievance procedure by himself/herself, or at his/her option with no more than two (2) representatives selected or approved by the Association. The Association shall designate a list of representatives for the grievance matters. The grievance representatives shall be selected from this list by the Association and the aggrieved parties.

2. Reprisals

No reprisal of any kind shall be taken by the Board, the Association or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. Forms

As set forth in Exhibit "A."

4. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private. Grievance proceedings shall be scheduled at the mutual convenience of the parties within the time limits specified in Paragraph C herein.

5. If a grievance affecting a group or class of elementary and secondary professional employees is filed with the Association and in the judgment of the Association such grievance exist, the Association may submit such grievance in writing at Step 3 of the Grievance Procedure. Such grievances will be submitted at Step 2 of the grievance procedure if applicable only to a particular group or class of elementary or secondary professional employees.

**ARTICLE III**  
**RIGHTS OF PROFESSIONAL EMPLOYEES**

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to either party or to any professional employee such rights as it may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or

other applicable laws and regulations, except as modified by the terms of this Agreement. The right granted to either party or to professional employees hereunder shall be deemed to be in addition to those provided in the aforementioned laws and regulations.

B. Just Cause Provision

No professional employee shall be furloughed, suspended, demoted, discharged, or officially reprimanded by the Board or its agents without just cause.

C. Evaluation of Students

No grade or evaluation shall be changed without written notification to the teacher involved.

D. Criticism

The parties to this Agreement and their agents and the Association membership agree that they shall endeavor to conduct any criticism of either party, its agents, or any professional employee, in confidence. Casual remarks are not to be considered a violation of the above prohibition.

E. Required Meetings or Hearings

Whenever any professional employee is required to appear before the Superintendent or the Board to answer an accusation pertaining to charges which could lead to his/her dismissal, discipline, or his/her continuing a position of employment, said professional employee shall be entitled to have a representative of the Association or legal counsel present to advise or represent him at said meeting. The professional employee shall have prior written notice stating the reasons for said meeting. Nothing herein contained shall require such notice where the purpose of the meeting is for purposes of investigation only.

F. Action Before Board or Secretary of Education

Whenever any action is brought against a professional employee before the Board or before the Secretary of Education of the Commonwealth of Pennsylvania, which may affect his/her employment or salary status, the Board of Education shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the teacher.

**ARTICLE IV**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

A. Information

The Board agrees to make available to the Association, in response to reasonable requests from time to time, information concerning the education program and the accounts and records of proceedings of the Board in accordance with the Right to Know Law.

B. Use of School Buildings

The Association and its representatives shall have the right, upon reasonable request, to use school buildings at all reasonable hours for meetings. All requests shall be directed to the principal of the building in question or his/her designee on appropriate district forms which shall be available in each building.

C. Use of School Equipment

The Association shall be entitled to the reasonable use of school facilities. In the event such facilities suffer damage beyond reasonable wear and tear, the Association shall reimburse the District for the loss. The Association shall pay unto the District the reasonable cost incidental to such use.

D. Bulletin Boards and Mail Facilities

The Association shall be entitled to the use of bulletin boards in faculty rooms. Where such rooms are not available, they shall be entitled to the use of a bulletin board in the school office. No libelous materials shall be posted on such bulletin boards. The Association shall be entitled to the reasonable use of mail facilities in each school building.

E. Association Meetings

The Association agrees that all scheduled business meetings shall be outside of normal school hours.

F. Conferences of Affiliates

The Association shall be permitted to send one of its representatives annually for four (4) days; three (3) with pay by the District, one (1) day paid by the Association, to attend conferences or conventions of state and national affiliated organizations. Such leave shall not be cumulative. Such leave shall not constitute a break in service.

G. Maintenance of Membership

The Board agrees that all employees who are presently members of the Association shall be subject to the “maintenance of membership” provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195. The applicable remedy when an employee fails to comply with the maintenance of membership provisions, by failing to pay the Association the required dues and assessments, the District shall deduct the delinquent dues owed and/or assessments from each succeeding pay check until the full amount has been remitted to which the Association is entitled.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or the forms of liability that may arise out of or by reason for the deduction of the delinquent dues owed and/or assessments due, a professional employee who fails to comply with the maintenance of membership provisions, in reliance by the District of the provisions of this paragraph.

H. Membership Dues Deductions

1. Deduction From Salary

The Board agrees to deduct the annual dues from the salaries of members of the local Association, the Pennsylvania State Education Association, and the National Education Association, as said members authorize the Board to deduct and transmit the monies by check monthly to the FCEA.

2. Equal Monthly Installments

Deductions referred to in paragraph 1. above will be made in as nearly equal monthly installments as practicable during the school year. Teachers who desire may pay their dues by a lump sum payment.

3. Indemnity

The Association shall indemnify and save harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of subparagraphs 1. and 2. above, or in reliance on any list, notice or assignment furnished under any of such provisions.

## **ARTICLE V**

### **SCHOOL CALENDAR**

#### A. School Calendar

The school calendar shall be presented to the Association prior to the end of the preceding school year.

#### B. School Work Year

The school work year for employees shall be within the confines of the school calendar as adopted or amended by the School Board and shall not exceed **one** hundred eighty-eight (188) days, comprising one hundred eighty (180) days when pupils are in attendance and six (6) in-service days and two (2) clerical days. Clerical days shall be used by professional staff for classroom and lesson preparation and computer data entry of student progress. The first clerical day shall be scheduled on the work day prior to the first student day of each school year. The second clerical day shall be scheduled for the last day of each school year.

## **ARTICLE VI**

### **TEACHING HOURS AND TEACHING LOADS**

#### A. Teacher's Day

1. The school day for professional employees shall not exceed seven and one-half (7 ½) consecutive hours per day and thirty-seven and one-half (37 ½) hours per week.
2. No professional employee shall be required to report for work earlier than one-half (½) hour prior to the time students arrive, nor work later than one-half (½) hour after students depart, unless assigned to bus or special duty, attending department head/grade level lead meetings or in the event of reasonable emergencies.
3. Department Heads may meet after school up to six (6) building meetings a year and up to three (3) district level meetings a year. The after-school Department Head meetings will not exceed an hour per meeting at the building level and will not exceed two (2) hours per meeting at the district level. Department Heads will be selected by volunteers who may be interviewed by a panel of four Administrators.



B. Lunch Time

All professional employees shall have a duty-free lunch period of thirty (30) consecutive minutes, during which time the professional employee may leave their buildings upon notification of leaving and returning to the building principal or his/her designee.

C. Preparation Time

Classroom teachers shall in addition to their duty-free lunch periods have the following periods for class preparation:

- (a) Each employee will have a planning period per day equal to one class period at the Jr./Sr. High School; Elementary will obtain equal planning time as the Jr./Sr. High School.
- (b) Elementary Teachers
  - 1. At least thirty (30) consecutive minutes a day; over the course of the work week, to equal same planning minutes as provided at Jr./Sr. High School.
  - 2. Remaining time shall be scheduled in increments not fewer than fifteen (15) consecutive minutes in length.
- (c) Discretionary time shall not be utilized to fulfill balance or equity of time.
- (d) Annually, the Instructional Council shall review planning time among Secondary and Elementary Teachers to ensure equal planning time.

D. Faculty Meetings

The Administration may designate two (2) days a month for the purpose of holding faculty meetings until 5:00 p.m. No teacher shall be required to attend more than one (1) of these sessions per month. Reasonable notice in writing shall be posted of the call of such meetings. Overtime shall not be paid.

E. Open House

Open House shall be held over a period of three (3) days celebrated one (1) evening in the high school and two (2) evenings in the elementary schools from six o'clock (6:00 p.m.) to eight o'clock (8:00 p.m.). Regular classroom teachers, serving at the elementary level need only to be in attendance on the scheduled night of Open House of the building to which they are assigned. Classroom teachers will maintain a sign-in sheet during the event and submit the sign-in sheet to the main office prior to dismissal on the night of the event.

Specialists shall be assigned to one (1) building. All professional employees shall be dismissed one (1) hour early each day during this period. Attendance for all employees shall be mandatory. Employees shall be excused in case of reasonable emergency by their immediate supervisor. Overtime shall not be paid.

Employees excused on account of illness or emergency shall be required to use one-half (½) day of sick or personal leave. Employees who are absent on all three (3) days of early dismissal for Open House will not be charged the half-day absence for missing Open House.

The Board and the Association may agree in any year to omit and/or alter the date of the Open House program.

F. Teaching Load

1. The daily teaching load for secondary teachers, including supervised study period, and academic intervention time, shall not exceed seven (7) periods in an eight (8) period day. Any secondary teacher who is required to teach seven (7) periods or more per day shall not be required to have any additional duty/ies.
2. The daily teaching load for regular elementary teachers and elementary special teachers shall not exceed five and one-half (5 ½) hours of pupil instruction per day. The School District shall allow a reasonable time for class changes.
3. The District agrees to adopt a policy relative to the increase of student full credit classes at the junior-senior high school. Such policy will be reflective of the eight (8) period day, at the junior-senior high school and will address the number of credits needed for graduation and minimum courses a student must take each year.

G. In-Service

If a professional employee attends on his/her personal time during the school term an educational conference, lecture, or exhibit of value to the school district, such employee may credit such attendance to attendance at a regularly scheduled School District in-service program provided written approval for such credit was obtained from his/her immediate supervisor prior to attendance at the conference, lecture, or exhibit. Attendance at such a conference, lecture or exhibit shall be limited to a maximum of two (2) in-service days.

H. Planning Period Reimbursement

At the request of the employer, professional employees may voluntarily agree to substitute for another employee's instructional class during their planning period,

as defined by Article VI, Paragraph C. Compensation for such duty will be prorated, based upon the appropriate homebound instruction rate and the length of the period. This compensation will be paid semi-monthly based on the appropriate payroll period.

## **ARTICLE VII** **TEACHING CONDITIONS**

A. **Facilities for Teachers**

The Board shall make available in each school building a room exclusively for teachers' use and shall provide adequate lavatory facilities in each building for teachers' use.

B. **Safe Working Conditions**

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

C. **Electronic Grading**

Grades shall be recorded electronically within a reasonable amount of time, but no more than seven (7) school days, after the assignment, quiz, test, etc. Each class shall possess at least nine (9) graded tasks in a nine (9) week marking period.

D. **Lesson Plans**

Lesson plans shall be recorded electronically on a weekly basis, completed at least forty-eight (48) hours in advance of the following week. Lesson plans shall include a minimum objective, procedure, and assessment.

## **ARTICLE VIII** **PROFESSIONAL ASSIGNMENTS AND VACANCIES**

A. **Notification of Teaching Schedule**

All teachers shall be given written notice of their schedules for the forthcoming year not later than the first (1<sup>st</sup>) day of August. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted.

Any teacher who was employed the previous school year and is notified after August 1 of any unrequested assignment change will be reimbursed \$200 for the extra time required to pack and move materials.

B. Transfers

No transfers of any employee shall be made during the regular school year without prior discussion with the employee involved. Notice of transfers made other than during the regular school year shall be in writing addressed to the same address used for pay purposes. The employee shall have the right to request a conference within two (2) weeks of the mailing of such written notice. No teacher will be involuntarily transferred in back to back years except to avoid a possible furlough.- No transfer will be made for arbitrary or capricious reasons.

C. Additional Assignments

Any assignments in addition to the normal professional schedule shall not be made without prior discussion with the employee involved, the final decision to be determined by the administration. Such assignments shall not be unreasonably made.

D. Vacancies

Whenever a vacancy arises or is anticipated, the Superintendent shall post notice of same for a period of not less than two (2) weeks. The School Board shall consider bargaining unit members who apply for vacancies.

E. Substitution for Absent Employees

Professional employees shall not be consistently and arbitrarily assigned to substitute for other professional employees who are absent.

F. Non-Teaching Duties

Teachers shall not be required to drive students to activities which take place away from the school building.

G. Specialists

The Board shall provide specialists in Unified Arts which are as mandated by the State Department of Education.

H. Notification of Schedule Change

In the event it becomes necessary to alter the daily schedule, reasonable notice shall be given except in cases of emergency.

**ARTICLE IX**  
**TEACHER EVALUATION**

A. Evaluations

1. a. Professional and temporary professional employees shall be evaluated and rated only by persons authorized to do so by the School Code of 1949, and the Regulations of the Department of Education.  
  
b. Within two (2) weeks after the beginning of each school year, the building principal or immediate supervisor shall acquaint each professional employee under their supervision with the teacher rating form. No rating shall take place until such orientation has been completed.
2. The District will use the approved forms from the Pennsylvania Department of Education for the purposes of evaluation. Any formal classroom observation for the purpose of an evaluation shall be performed during the regular school day. The teacher shall be notified during the day such an evaluation has been made. Nothing herein contained shall prohibit informal observations or visits.
3. The District will make available the Differentiated Supervision Model to tenured teachers with the understanding that a tenured teacher must undergo a formal evaluation at a minimum of once per three (3) year period. No teacher on a professional plan of improvement shall be eligible for Differentiated Supervision. No teacher who received a "Needs Improvement" or "Failing" rating within the last five (5) year period shall be eligible for Differentiated Supervision.
4. The employee shall be given a copy of any evaluation report local or state, prepared by his/her evaluators within two weeks after such evaluation and at least one (1) day before any conference to discuss it. Such evaluations shall not be subject to the grievance procedure.
5. A conference shall be scheduled by the evaluator to discuss the results of the evaluation. Such conference shall take place within two weeks after the evaluation. The evaluator shall, upon request, provide specific suggestions in writing in areas needing improvement.

6. A second classroom evaluation may be requested by the employee and shall usually take place within the semester during which the first classroom evaluation was made. No unsatisfactory rating form shall be completed on a professional employee without two (2) classroom observations.
7. In the event of a satisfactory or unsatisfactory rating, the employee shall have the right to submit a written response which shall be attached to the evaluation in the employee's personnel file.

B. Personnel File

1. An employee shall have the right, upon request, to review the contents of the personnel file, except confidential information, which shall include college placement records, personal references and any investigations that have not been included. Copies may be made at the employee's expense. The employee may have a representative from the Association present. Such access shall be during the regular office hours so that there is no undue interference with the normal routine of the office. Under no circumstances shall the files be removed from the office by the employee and access to the file shall be only in the presence of someone in authority in the office. The employee shall have the right to respond to derogatory material in the file, which response shall also be placed in the employee's personnel file.
2. If an employee receives an unsatisfactory rating and then is rated satisfactory for the following five (5) years, the superintendent may expunge the unsatisfactory rating from the personnel file. If an employee receives a written reprimand and then for the following five (5) years does not receive any further written reprimands, the District may expunge from the file the prior written reprimand, assuming satisfactory service. A conference with the teacher and principal will be held to justify the expungement.

**ARTICLE X**  
**MEET AND DISCUSS**

A. Personnel Policies

1. The Administration agrees to meet periodically with the Association and to discuss issues involving personnel policies. The Board shall have the final determination of such policies.

2. The employer and the principal agree to meet and discuss on policy matters affective wages, hours and terms and conditions of employment pursuant to Section 702 of Act 195.

## **ARTICLE XI**

### **INSTRUCTIONAL COUNCIL**

- A. The Instructional Council shall consist of three (3) representatives appointed by the administration and three (3) representatives appointed by the Association. The Council shall meet at any reasonable time proposed by one (1) or more Council members, provided all other members are notified at least one (1) week in advance of the proposed meeting date and time. The requirement may be waived by mutual consent. The party or parties calling a meeting shall be responsible for an agenda for that meeting, and that agenda may put before the consideration of the Council any matters pertaining to the educational process of the Fort Cherry School District.
- B. All matters brought before the Council for consideration must be disposed of in the following way:
  1. The matter will be discussed by the Council and, by consent of the membership no official action will be taken.
  2. The matter may be tabled while further study is made by a designated member or members, and a date will be set for another meeting at which time a designated member shall be responsible for reporting on the study that was made, and then the matter will go back for consideration in the prescribed manner; or
  3. Recommendations concerning the matter will be drawn up by the Council and submitted to the Board, by a designated member. Any proposed policy or program shall be presented to the Board at its next regularly scheduled meeting, if in the opinion of the District Superintendent, Board action is required. Overtime shall not be paid for such Council meetings.

## **ARTICLE XII**

### **STUDENT BEHAVIOR STUDY COMMITTEE**

- A. The District has embarked on full implementation of Positive Behavioral Interventions and Supports (PBIS) to set and teach common expectations across all environments within the District. PBIS will be fully implemented in all District buildings by the end of the 2024-25 school year. Further, the District has a fully-implemented Multi-Tiered Systems of Support program that focuses on the academic, behavioral, social, and organizational needs of each child. In

conjunction with the Student Assistance Program, the MTSS program identifies students who are in need of additional support through a system of interventions, supports, and if necessary, evaluation.

- B. Each building will be represented by three (3) members appointed by the Association and three (3) members appointed by the Superintendent.

### **ARTICLE XIII** **TEMPORARY LEAVES OF ABSENCE**

A. **Personal Leave**

1. Four (4) days of personal leave will be granted to all full-time professional employees per year cumulative to-seven (7) days to be used at the discretion of the employee for urgent personal business which cannot be attended to outside normal school hours. At the end of each school year, each professional employee shall have one (1) day added to his/her accumulated sick leave days for each personal day unused in that year in excess of the accumulated seven (7) personal leave days.
2. Personal days may be permitted for full or half (1/2) day increments. No more than five (5) employees in each building may qualify for such personal leave on the same day.

B. **Bereavement Leave**

1. Professional employees shall be granted up to four (4) days of leave at any one (1) time without loss of salary in the event of a death in the professional employee's immediate family.
2. Professional employees shall be granted up to one (1) day leave at any one (1) time without loss of salary in the event of a death of any professional employee's near relative.
3. Members of the immediate family shall be defined as father, mother, step-father, step-mother, brother, sister, step-brother, step-sister, son, daughter, step-son, step-daughter, grandchild, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his/her home. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.



C. Educational Conferences

Professional employees shall be permitted two (2) non-cumulative days with pay annually for the purpose of attending meetings or conferences of an educational nature, subject to prior approval by the administration.

D. Directed Attendance at Conferences

If an employee is directed by the District to attend a conference, seminar or meeting, the employee shall be paid, in addition to his/her normal daily salary, reasonable expense and mileage (current IRS rate). Professional employees shall be reimbursed upon presentation of an itemized, verified, statement of such expenses.

E. Sabbatical Leaves

1. Sabbatical leaves shall be consistent with the School Code of 1949, as amended.
2. Upon return from sabbatical leave, a professional employee shall be placed on the salary schedule at the level he would have achieved had he remained actively employed in the system during the period of his/her absence. The employee will also be returned to the position he/she held when the leave was granted.

F. Legal Leave

1. Legal Proceedings – Professional employees shall be entitled to leave time necessary for appearance in any legal proceeding connected with the employee's employment with the school system or in any other legal proceeding, if the employee is required by law to attend, provided the employee is not the plaintiff, the defendant or additional defendant to the legal proceeding. The professional employee will not suffer loss of salary and such day shall not be charged to the employee's sick leave or personal leave days.
2. Jury Duty – When a teacher is officially summoned for jury duty and is unable to work because of such service, the teacher shall be paid his/her normal daily rate, and the compensation that the employee receives from jury duty service must be returned to the District's Business Office.

G. Sick Leave Bank

1. The Fort Cherry School District shall establish a Sick Leave Bank to be administered by the Superintendent (or his/her designee).
2. Eligibility for membership in the Sick Leave Bank shall be limited to members of the Fort Cherry EA/ESP/ESP Sec/Aide bargaining units.
3. To be eligible to draw upon the Sick Leave Bank, one of the aforementioned employees must:
  - a. Have exhausted all of his/her accumulated sick leave days because of a serious, long term illness or disability which precludes his/her attending school; and
  - b. Present a physician's statement verifying the seriousness of the illness or disability and attesting to the employee's inability to return to work.
4. Employees receiving Worker's Compensation benefits due to work related illness or disability shall not be eligible to apply for Sick Leave Bank benefits.
5. The Superintendent (or his/her designee) shall post the request within five (5) school days in all of the schools of the Fort Cherry School District upon receipt of an employee's application for Sick Leave Bank benefits and the presentation of the physician's statement.
6. Any employee eligible to participate in the Sick Leave Bank may donate one (1) day, per posting, of his/her accumulated sick leave days to the employee requesting Sick Leave Bank benefits. Donation of sick leave days shall be on a voluntary basis and must be made within ten (10) working days of the date of the posting. All donated sick leave days shall be subtracted from the eligible employee's accumulated total sick days. The forms of application to draw upon the Sick Leave Bank and to donate to the Sick Leave Bank shall be affixed to and become a part of this contract. Such forms shall be available in the office of the Superintendent of Schools.
7. Upon receipt of the names of the eligible employees donating one (1) day to the ill or disabled employee, the Superintendent of Schools, along with the President of the Fort Cherry Education Association or their designee, shall conduct a random drawing to determine the rank order in which the eligible employees shall donate one (1) day of accumulated sick leave to the eligible ill or disabled employee. The names of those employees donating to the Sick Leave Bank shall remain confidential.

8. If the eligible ill or disabled employee should return to work, be declared fit to work by his/her physician, die, take a leave permitted by the Public School Code or by this contract, or resign before using all of the days assigned to him by the Sick Leave Bank, those employees who donated one (1) day of accumulated sick leave to the Sick Leave Bank whose days were not used, as determined by the rank order list, shall not have the sick leave days subtracted from their accumulated total.
9. Sick Leave Bank days will apply only to working days as determined by the eligible employee's work schedule. However, a portion of the salary payment will be withheld to provide summer payments to employees on the same basis as regular sick leave days.
10. Sick Leave Bank days shall be paid at the full salary of the employee to which they have been donated.
11. There shall be no limit on the number of times an eligible employee applies for Sick Leave Bank days.
12. There shall be no limit on the number of times an eligible employee donates one (1) day of accumulated sick leave to the Sick Leave Bank.
13. The Fort Cherry Education Association and all employees eligible under this portion of the Agreement agree to indemnify, save and hold harmless the Fort Cherry School District and its agents of and from any and all claims, demands, suits, or other forms of liability at law or equity, including legal fees and court costs, which shall or may arise out of, or by reason for the application of this Agreement.

H. Attendance Incentive

Employees whose combined total usage of emergency, sick, and personal leave is three (3) days or less in a given school year, excluding sick bank donations, will receive an additional incentive of one thousand two hundred dollars (\$1,200).

**ARTICLE XIV**  
**OTHER UNPAID LEAVES OF ABSENCE**

A. Unpaid Leave of Absence

Any teacher in the District who is unable to teach because of personal illness or disability, as evidenced by a physician's statement, and who has exhausted all sick leave and sabbatical leave, if available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year from the established date of the exhaustion of the above described leaves. Before the

expiration of that unpaid leave of absence year, the teacher shall make written notification to the Superintendent of his/her anticipated return at the commencement of the next semester. This notification shall be filed with the Superintendent at least thirty (30) days prior to the teacher's return to duty. Upon return to duty, the teacher will be given the same teaching assignment which was held before going on leave, or a substantially equivalent teaching assignment for which the teacher is certificated. At the exhaustion of sick leave and sabbatical leave, if available, the teacher has the option to assume payment for the benefits provided in the negotiated contract during the unpaid leave of absence year.

B. Special Programs

Any teacher may request a leave of absence for up to two (2) years for the purpose of exchange teaching, or for participation in Teacher Corps, Job Corps, or Peace Corps. Such leaves shall not be unreasonably denied.

C. Professional Study

Any teacher who has taught for five (5) years in the District may request a one (1) year leave of absence for professional study. Such leaves shall not be unreasonably denied.

D. Maternity/Paternity Leave

1. Maternity/Paternity leave of absence shall be for a maximum period of twelve (12) months from the beginning date thereof unless by special permission of the School Board after consideration of the circumstances. If the employee wishes to return to work prior to the expiration of the maternity/paternity leave and a physician or the School District physician certifies to his/her ability to assume their duties, he/she may do so. A notification of readiness to return must be given at least thirty (30) calendar days prior to the teacher's anticipated return. The professional employee shall be permitted to report back to work at the beginning of a school year or mid-year starting time following the birth, or the termination of pregnancy, whichever time first occurs, unless a different time is mutually agreed upon between the employee and the District.
2. During the period of maternity/paternity leave, unless disability sick leave is claimed, the employee shall receive no salary, or retirement benefits. In accordance with Article XVI, seniority shall accrue for purposes of suspension/furlough during maternity/paternity leave but not for purposes of pension or salary schedule credit. Insurance and hospitalization coverage may be maintained during such leave period at the employee's cost. All other rights and benefits as a member of the bargaining unit shall be retained during such leave.

3. The employee returning from maternity/paternity leave as set forth above shall be returned to the same position he/she occupied prior to the leave. If that position no longer exists, the employee shall be given another position for which he/she is properly trained.
4. Maternity/paternity leave shall be subject to change only by mutual agreement between the employee and the District in a written statement signed by the Superintendent.

E. Family and Medical Leave

The District shall comply with the requirements of the Family and Medical Leave Act of 1993 (hereinafter FMLA) and its corresponding regulations. Nothing in this Agreement shall be construed to lessen or diminish the rights guaranteed under the FMLA. It is further agreed and understood that nothing in the FMLA shall lessen or diminish any rights to leave that are contained elsewhere in this Agreement or are guaranteed by statute, except as specifically provided herein. Any leaves required by the FMLA, however, shall run concurrently with other leaves as provided in this Agreement to the extent permitted by the FMLA.

**ARTICLE XV**  
**PROTECTION OF STUDENTS, TEACHERS AND PROPERTY**

A. Reasonable Force

A teacher may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

B. Work Related Injuries

Absence because of injury incurred in the course of the professional employee's employment shall not be charged against the employee's sick day leave.

C. Protection of Employees

1. The Board shall establish a fund of one thousand dollars (\$1,000) annually for the purpose of reimbursement of professional employees for any loss, damage, or destruction of personal property of such employee incurred while in acting in the discharge of his/her duties and while on School District property. Allowance for such damage may not exceed the actual cash value of such personal property.

In no event shall the maximum amount of such fund exceed one thousand dollars (\$1,000) annually. If, during any school year the total of this fund should be exhausted, no further reimbursement shall be made to any professional employee suffering a loss. Any amount which is not distributed shall “rollover” into the next school year to an amount not to exceed two thousand dollars (\$2,000), which shall be available for distribution in that year. The maximum amount of the school district’s obligation to contribute to the fund in any one (1) year shall be one thousand dollars (\$1,000) and the amount of the fund shall not exceed two thousand dollars (\$2,000) in any one (1) year. In order to obtain reimbursement, an employee must submit the original receipts to verify the loss or damage for the school district to maintain in its permanent records. Under no circumstances shall an employee be reimbursed from the fund, if the employee elects to be reimbursed by insurance or from some other source.

2. The Board shall adopt a policy relative to the dispensing and administration of medication.

## **ARTICLE XVI** **SENIORITY**

- A. Seniority shall be defined as the length of an employee’s continuous service in the District beginning with the employee’s first day of work in the bargaining unit as either a temporary professional employee or as a professional employee. Seniority shall continue to accrue during suspension (lay-off) and all approved leaves of absence. Demoted employees shall continue to accrue full seniority. “Demoted” means reduced from full-time status as a regular professional employee to a status less than full-time, provided this is not in conflict with Pennsylvania law. Regular part-time status shall accrue seniority on a prorated basis.
- B. Seniority shall be broken only for the following reasons:
  1. Resignation
  2. Retirement
  3. Lawful discharge
- C. In the event of a tie, the following criteria will be used in the order listed below:
  1. Date of hire at school board meeting
  2. Degrees held beyond Bachelors
  3. Lottery

- D. The District agrees to post on or before October 15 of each school year the seniority list reflecting the years of seniority and certification of each member of the bargaining unit.
- E. Any employee who feels that his/her seniority is not accurately set forth shall, within thirty (30) calendar days after the posting of the seniority list, notify the District's central administration office either personally or through the Association of his/her exception or objection. Said objection shall be in writing. If no exception or objection is made, said listing shall be considered final and binding on the employee and the Association for the current year. Furthermore, said listing shall only be subject to certification modification up to and including June 30 of the current fiscal year, at which time the seniority and certification list shall freeze and this list shall be utilized for suspension/furlough purposes for the ensuing fiscal year. If no timely objection is made, the listing shall be considered binding on the individual professional employee and the Association.
- F. Any seniority accrued during suspension (lay-off) and all approved unpaid leaves of absence shall not count as years of service on the salary schedule attached.

## **ARTICLE XVII**

### **REDUCTION IN FORCE**

- A. The District agrees to furnish to the Association all specific information that is requested and is relevant to any hearing regarding reduction in force (lay-offs) or demotions affecting members of the bargaining unit.
- B. No new appointments of new employees to either temporary or permanent vacancies may be made while there is a suspended (laid-off) or demoted employee available who is properly certificated to fill such vacancy.
- C. No suspended (laid-off) employee shall be prevented from engaging in another occupation during the period of suspension (lay-off).
- D. Suspended (laid-off) employees may, without any break in seniority and without any waiver of rights, refuse recall to other than a full-time, professional position for which they are certificated.
- E. A suspended (laid-off) employee enrolled in a college program during a period of suspension (lay-off) who is recalled shall be given the option of delaying his/her return to service until the completion of the current semester/trimester that he or she is enrolled in at the time of recall.
- F. To be considered available, a suspended (laid-off) employee shall annually, on or before June 30 of each year, report in writing his/her current address to the Superintendent.

- G. Prior to posting a vacancy or newly-created position within the bargaining unit, the District shall first implement the “recall” provision set forth in this Agreement.
- H. Whenever a vacancy or newly created position, within the bargaining unit, remains vacant after the “recall” provision has been fully implemented, the Superintendent shall post and fill the vacancy according to Article VIII D.
- I. Any vacancy or newly-created position that exists or is created shall be filled, when applicable, by the following “recall” provision:

Persons on lay-off status shall be recalled if certified for the position. This shall be done by seniority, the most senior first.

## **ARTICLE XVIII**

### **WAGE AND SALARY PROVISIONS**

#### A. Wages and Salaries

The parties agree that wages and salaries to be effected by this Agreement are accurately reflected in Exhibits B and D, which are made a part of this Agreement, and the Schedule of wages and salaries set forth in Exhibits B and D shall be the schedule which shall remain in force only for the period of this Agreement.

#### B. Pay Periods

Each employee covered by the performance of this Agreement shall receive his/her annual salary in twenty-four (24) equal payments paid twice a month for twelve (12) months.

#### C. Direct Deposit

All Professional Employees will be paid via direct deposit. In addition, electronic pay vouchers will be made available through the Employee Portal provided by the District.

## **ARTICLE XIX**

### **OTHER EMPLOYEE BENEFITS**

#### A. Employee Benefits



The parties agree that other employee benefits to be provided under this Agreement are accurately reflected in Exhibit C attached to and made part of this Agreement.

B. Accumulated Sick Leave

Teachers shall be provided a written accounting of accumulated sick leave days on their electronic pay voucher each pay.

Teachers shall receive a statement reflecting their salary placement and absence days available for the current school year by September 15<sup>th</sup> of each year.

In addition, employees may trade up to ten (10) sick days per year for five (5) vacation days at the rate of two (2) for one (1), with the approval of the building principal, to recognize necessary flexibility for staff for infrequent life events.

C. Health Care Insurance Plan

The Board shall provide to each professional employee a description of the health care insurance coverage provided under this Agreement within thirty (30) days following ratification.

**ARTICLE -XX**  
**FORT CHERRY CYBER EDUCATION OPTION**

- A. The District will provide an online program that offers a cyber option for Fort Cherry students in grades K-12 who desire to be educated in a full-time, asynchronous virtual setting.
- B. Members of the bargaining unit shall have the voluntary option of choosing whether to participate in creating and/or facilitating Fort Cherry cyber courses. Volunteers shall be chosen to create and/or monitor a Fort Cherry cyber course based on certification and seniority. An employee who creates a Fort Cherry cyber course, has the right of first refusal to facilitate said course. This right shall be renewed each time the course is offered.
- C. Should no employee volunteer to create and/or facilitate a Fort Cherry cyber course, the District may then, through a written agreement with the Association, use a third party provider. An agreement with the Association will be written each time a course is offered and no employee volunteers to create and/or facilitate said course.
- D. No bargaining unit positions will be reduced or eliminated as a direct or indirect result of the District's implementation of the Fort Cherry Cyber Education Option

(FCCEO). Any course taught through the FCCEO shall not result in the furlough, demotion, or reduction in hours of any bargaining unit member. The FCCEO shall not reduce the number of bargaining unit positions. The FCCEO shall not be used to consolidate or reduce District course offerings. No current District course or program will be eliminated as a result of the implementation of the FCCEO. The District shall not use the FCCEO to provide instruction during a legal strike or lockout in the District.

E. The District may promote the FCCEO to students in the District and their parents/guardians as an alternative for students who are currently enrolled in the following: 1) the student is homeschooled; (2) the student is attending a non-public, parochial, or independent school; (3) the student is attending a cyber school; (4) the student is attending a charter school; or (5) the parent/guardian or student approaches the District to potentially withdraw from the District in order to attend a charter school, cyber school, parochial school, independent school, non-public school, or to commence homeschooling. The promotion of the FCCEO is not to replace the regular brick and mortar instructional program.

F. The District may use the FCCEO as an alternative for students who will be expelled or are expelled by the District.  
The District may not use the FCCEO to provide education to students who have met homebound criteria.

G. The District will provide all of the technological and instructional resources necessary for training, creation, teaching, or facilitation of a Fort Cherry cyber course. The District will also provide all necessary support services for technological difficulties related to successful training, creation, and facilitation of a Fort Cherry cyber course.

The rate of compensation for the creation of a Fort Cherry cyber course per subject shall be as follows:

1. Full Year Course: \$1,200
2. Semester Course: \$600

The rate of compensation for the facilitation of a Fort Cherry cyber course per subject shall be as follows:

(Example: Each graded subject is considered a separate course)

1. Full Year Course: \$150 per student
2. Semester Course: \$75 per student

If a student exits the course prior to the end of a semester or full year, the course will be pro-rated on a quarterly basis.

If/when a course needs to be updated in content, the teacher of record will be offered up to four (4) hours at the hourly rate to update the course.

- H. Courses created by Fort Cherry teachers may only be utilized by FCCEO students.

Student assignments, assessments of learning, and real-time student/parent assistance by the Fort Cherry teacher must take place weekdays during discretionary time, during the teacher prep period, and after school to 7:30 PM. The Fort Cherry teacher will submit a bi-weekly academic performance report to the principal of the school indicating parent and student contact, and any student academic concerns or student progress. The principals will design the bi-weekly academic report for any teacher providing online facilitation. The facilitation of a Fort Cherry cyber course shall not be considered part of the teaching assignment for the chosen employee, and therefore any facilitation or observations of that work shall not be included in the employee's evaluation. No disciplinary actions will be taken against the employee as a result of facilitating a Fort Cherry cyber course with the exception of being dismissed from facilitating the Fort Cherry cyber course. The principal may dismiss the employee from facilitating the Fort Cherry cyber course if they fail to comply with online facilitating, communication with parents and students, and documentation of student academic progress on a bi-weekly basis. The building principals will determine if the course is aligned to Keystone Standards and District curriculum. All courses must be approved by the school's principal prior to student enrollment.

## **ARTICLE -XXI**

### **EXTRACURRICULAR ACTIVITIES**

Attached as Exhibit "D" is the Salary Schedule in effect for extracurricular activities for the duration of this Agreement.

## **ARTICLE XXII**

### **NO STRIKE AND NO LOCK OUT**

The parties to this Agreement, wishing to be fully within the provisions of Act 195, do further agree as follows: The Board agrees that it will not conduct or cause to be conducted a lock out during the term of this Agreement, or any extension thereof and the Association further agrees that the members of the bargaining unit will not engage in a strike (as "strike" is defined in Act 195) during the existence of this Agreement or any extension thereof.

## **ARTICLE XXIII**

### **MISCELLANEOUS**

- A. Compliance Between Individual Contract and Agreement

Any individual contract between the Board and an individual professional employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. Printing Agreement

Electronic format of this Agreement shall be readily available after the Agreement is approved and formatting is agreed upon. Any Association member has the right to print a copy of the Agreement on District equipment with District resources.

C. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other party pursuant to the provisions of this Agreement, either party may do so by letter addressed as follows:

Fort Cherry Education Association  
110 Fort Cherry Road  
McDonald, PA 15057

Fort Cherry School District  
110 Fort Cherry Road  
McDonald, PA 15057

D. Entire Agreement

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties. The parties thereto agree that this Agreement constitutes the entire Agreement between the parties, and that no additional negotiations concerning this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement.

E. No Reprisals

The parties agree that there shall be no reprisals against the other party, its agents, employees, or membership, as a consequence of any activity which may have occurred during the negotiations prior to the execution of this Agreement. Budgetary transfers by the Board shall not be considered to be reprisals.

**ARTICLE XXIV**  
**DURATION OF AGREEMENT**

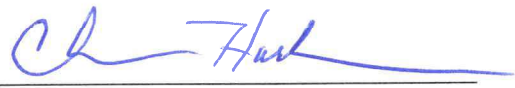
The parties agree that this Agreement shall begin on September 1,- 2024, and shall continue in full force and effect until August 31, 2029 or until twelve o'clock midnight (12:00 a.m.) of the calendar day preceding the first scheduled school day of the 2028-2029 school year, whichever is sooner, and thereafter it will be automatically renewed unless either party gives the other written notice by registered mail on or before December 15, 2028 that it proposes certain changes therein.

**ARTICLE XXV**  
**EXECUTION**

In Witness Whereof, the Association has executed this Agreement this 3rd day of May, 2024, by its President and Secretary and the Board has executed this Agreement this 13 day of May, 2024 by its President and attested by its Secretary.

WITNESS:

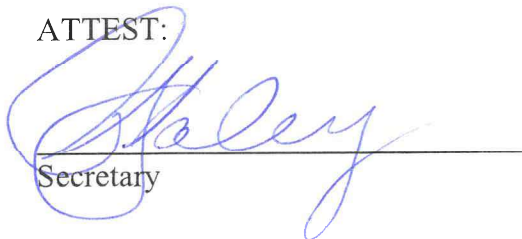
Fort Cherry Education Association

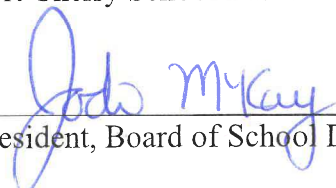
  
Secretary

  
President

ATTEST:

Fort Cherry School District

  
Secretary

  
President, Board of School Directors

**EXHIBIT "A"**  
**GRIEVANCE REPORT FORM**

FORT CHERRY SCHOOL DISTRICT  
110 Fort Cherry Road  
McDonald, PA 15057

Grievance No. \_\_\_\_\_  
Name of Professional Employee: \_\_\_\_\_  
Date of Grievance: \_\_\_\_\_  
Discussed with Building Principal on: \_\_\_\_\_

NATURE OF GRIEVANCE

Step 2 – 3 – 4 - 5  
(Circle Applicable Number)

If a complaint regarding the meaning, interpretation of application of the Agreement,  
specify complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If it involves a rule or regulation of the Board placed upon the employee in an arbitrary or  
capricious manner affecting the employee's health or safety, described rule or regulation  
and the manner it is affecting health and safety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nature of relief sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Disposition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of submission: \_\_\_\_\_ Date Received: \_\_\_\_\_

Signature of Grievant: \_\_\_\_\_  
(Responses to be in letter form)

**EXHIBIT “B”**  
**SALARY SCHEDULES AND SALARY STEP PROGRESSION CHART**

\*Special Education teachers will receive two hundred dollars (\$200) more, as required by the state, than regular teachers.

FORT CHERRY 2024-2025 SALARY SCHEDULE									
To Max	Steps	B	B+15	B+30	ME	ME+15	ME+30	M	PhD
19	1	45,116	45,378	45,641	45,641	45,903	46,165	46,690	47,215
18	2	45,616	45,878	46,141	46,141	46,403	46,665	47,190	47,715
17	3	46,116	46,378	46,641	46,641	46,903	47,165	47,690	48,215
16	4	46,616	46,878	47,141	47,141	47,403	47,665	48,190	48,715
15	5	52,516	52,778	53,041	53,041	53,303	53,565	54,090	54,615
14	6	53,716	53,978	54,241	54,241	54,503	54,765	55,290	55,815
13	7	55,016	55,278	55,541	55,541	55,803	56,065	56,590	57,115
12	8	55,616	55,878	56,141	56,141	56,403	56,665	57,190	57,715
11	9	56,816	57,078	57,341	57,341	57,603	57,865	58,390	58,915
10	10	58,016	58,278	58,541	58,541	58,803	59,065	59,590	60,115
9	11	59,116	59,378	59,641	59,641	59,903	60,165	60,690	61,215
8	12	60,044	60,306	60,569	60,569	60,831	61,093	61,618	62,143
7	13	60,972	61,234	61,497	61,497	61,759	62,021	62,546	63,071
6	14	62,201	62,463	62,726	62,726	62,988	63,250	63,775	64,300
5	15	63,231	63,493	63,756	63,756	64,018	64,280	64,805	65,330
4	16	64,376	64,638	64,901	64,901	65,163	65,425	65,950	66,475
3	17	65,126	65,388	65,651	65,651	65,913	66,175	66,700	67,225
2	18	66,667	66,929	67,192	67,192	67,454	67,716	68,241	68,766
1	19	71,191	71,453	71,716	71,716	71,978	72,240	72,765	73,290
Max	20	84,480	84,742	85,005	85,005	85,267	85,529	86,054	86,579

## EXHIBIT “B” CONTINUED

\*Special Education teachers will receive two hundred dollars (\$200) more, as required by the state, than regular teachers.

FORT CHERRY 2025-2026 SALARY SCHEDULE									
To Max	Steps	B	B+15	B+30	ME	ME+15	ME+30	M	PhD
19	1	46,316	46,578	46,841	46,841	47,103	47,365	47,890	48,415
18	2	46,816	47,078	47,341	47,341	47,603	47,865	48,390	48,915
17	3	47,316	47,578	47,841	47,841	48,103	48,365	48,890	49,415
16	4	47,816	48,078	48,341	48,341	48,603	48,865	49,390	49,915
15	5	53,716	53,978	54,241	54,241	54,503	54,765	55,290	55,815
14	6	54,916	55,178	55,441	55,441	55,703	55,965	56,490	57,015
13	7	56,216	56,478	56,741	56,741	57,003	57,265	57,790	58,315
12	8	56,816	57,078	57,341	57,341	57,603	57,865	58,390	58,915
11	9	58,016	58,278	58,541	58,541	58,803	59,065	59,590	60,115
10	10	59,216	59,478	59,741	59,741	60,003	60,265	60,790	61,315
9	11	60,316	60,578	60,841	60,841	61,103	61,365	61,890	62,415
8	12	61,244	61,506	61,769	61,769	62,031	62,293	62,818	63,343
7	13	62,172	62,434	62,697	62,697	62,959	63,221	63,746	64,271
6	14	63,401	63,663	63,926	63,926	64,188	64,450	64,975	65,500
5	15	64,431	64,693	64,956	64,956	65,218	65,480	66,005	66,530
4	16	65,576	65,838	66,101	66,101	66,363	66,625	67,150	67,675
3	17	66,326	66,588	66,851	66,851	67,113	67,375	67,900	68,425
2	18	67,867	68,129	68,392	68,392	68,654	68,916	69,441	69,966
1	19	72,391	72,653	72,916	72,916	73,178	73,440	73,965	74,490
Max	20	85,680	85,942	86,205	86,205	86,467	86,729	87,254	87,779



## EXHIBIT “B” CONTINUED

\*Special Education teachers will receive two hundred dollars (\$200) more, as required by the state, than regular teachers.

FORT CHERRY 2026-2027 SALARY SCHEDULE									
To Max	Steps	B	B+15	B+30	ME	ME+15	ME+30	M	PhD
19	1	47,516	47,778	48,041	48,041	48,303	48,565	49,090	49,615
18	2	48,016	48,278	48,541	48,541	48,803	49,065	49,590	50,115
17	3	48,516	48,778	49,041	49,041	49,303	49,565	50,090	50,615
16	4	49,016	49,278	49,541	49,541	49,803	50,065	50,590	51,115
15	5	54,916	55,178	55,441	55,441	55,703	55,965	56,490	57,015
14	6	56,116	56,378	56,641	56,641	56,903	57,165	57,690	58,215
13	7	57,416	57,678	57,941	57,941	58,203	58,465	58,990	59,515
12	8	58,016	58,278	58,541	58,541	58,803	59,065	59,590	60,115
11	9	59,216	59,478	59,741	59,741	60,003	60,265	60,790	61,315
10	10	60,416	60,678	60,941	60,941	61,203	61,465	61,990	62,515
9	11	61,516	61,778	62,041	62,041	62,303	62,565	63,090	63,615
8	12	62,444	62,706	62,969	62,969	63,231	63,493	64,018	64,543
7	13	63,372	63,634	63,897	63,897	64,159	64,421	64,946	65,471
6	14	64,601	64,863	65,126	65,126	65,388	65,650	66,175	66,700
5	15	65,631	65,893	66,156	66,156	66,418	66,680	67,205	67,730
4	16	66,776	67,038	67,301	67,301	67,563	67,825	68,350	68,875
3	17	67,526	67,788	68,051	68,051	68,313	68,575	69,100	69,625
2	18	69,067	69,329	69,592	69,592	69,854	70,116	70,641	71,166
1	19	73,591	73,853	74,116	74,116	74,378	74,640	75,165	75,690
Max	20	86,880	87,142	87,405	87,405	87,667	87,929	88,454	88,979

## EXHIBIT “B” CONTINUED

\*Special Education teachers will receive two hundred dollars (\$200) more, as required by the state, than regular teachers.

FORT CHERRY 2027-2028 SALARY SCHEDULE									
To Max	Steps	B	B+15	B+30	ME	ME+15	ME+30	M	PhD
19	1	48,716	48,978	49,241	49,241	49,503	49,765	50,290	50,815
18	2	49,216	49,478	49,741	49,741	50,003	50,265	50,790	51,315
17	3	49,716	49,978	50,241	50,241	50,503	50,765	51,290	51,815
16	4	50,216	50,478	50,741	50,741	51,003	51,265	51,790	52,315
15	5	56,116	56,378	56,641	56,641	56,903	57,165	57,690	58,215
14	6	57,316	57,578	57,841	57,841	58,103	58,365	58,890	59,415
13	7	58,616	58,878	59,141	59,141	59,403	59,665	60,190	60,715
12	8	59,216	59,478	59,741	59,741	60,003	60,265	60,790	61,315
11	9	60,416	60,678	60,941	60,941	61,203	61,465	61,990	62,515
10	10	61,616	61,878	62,141	62,141	62,403	62,665	63,190	63,715
9	11	62,716	62,978	63,241	63,241	63,503	63,765	64,290	64,815
8	12	63,644	63,906	64,169	64,169	64,431	64,693	65,218	65,743
7	13	64,572	64,834	65,097	65,097	65,359	65,621	66,146	66,671
6	14	65,801	66,063	66,326	66,326	66,588	66,850	67,375	67,900
5	15	66,831	67,093	67,356	67,356	67,618	67,880	68,405	68,930
4	16	67,976	68,238	68,501	68,501	68,763	69,025	69,550	70,075
3	17	68,726	68,988	69,251	69,251	69,513	69,775	70,300	70,825
2	18	70,267	70,529	70,792	70,792	71,054	71,316	71,841	72,366
1	19	74,791	75,053	75,316	75,316	75,578	75,840	76,365	76,890
Max	20	88,080	88,342	88,605	88,605	88,867	89,129	89,654	90,179

## EXHIBIT “B” CONTINUED

\*Special Education teachers will receive two hundred dollars (\$200) more, as required by the state, than regular teachers.

FORT CHERRY 2028-2029 SALARY SCHEDULE									
To Max	Steps	B	B+15	B+30	ME	ME+15	ME+30	M	PhD
19	1	49,916	50,178	50,441	50,441	50,703	50,965	51,490	52,015
18	2	50,416	50,678	50,941	50,941	51,203	51,465	51,990	52,515
17	3	50,916	51,178	51,441	51,441	51,703	51,965	52,490	53,015
16	4	51,416	51,678	51,941	51,941	52,203	52,465	52,990	53,515
15	5	57,316	57,578	57,841	57,841	58,103	58,365	58,890	59,415
14	6	58,516	58,778	59,041	59,041	59,303	59,565	60,090	60,615
13	7	59,816	60,078	60,341	60,341	60,603	60,865	61,390	61,915
12	8	60,416	60,678	60,941	60,941	61,203	61,465	61,990	62,515
11	9	61,616	61,878	62,141	62,141	62,403	62,665	63,190	63,715
10	10	62,816	63,078	63,341	63,341	63,603	63,865	64,390	64,915
9	11	63,916	64,178	64,441	64,441	64,703	64,965	65,490	66,015
8	12	64,844	65,106	65,369	65,369	65,631	65,893	66,418	66,943
7	13	65,772	66,034	66,297	66,297	66,559	66,821	67,346	67,871
6	14	67,001	67,263	67,526	67,526	67,788	68,050	68,575	69,100
5	15	68,031	68,293	68,556	68,556	68,818	69,080	69,605	70,130
4	16	69,176	69,438	69,701	69,701	69,963	70,225	70,750	71,275
3	17	69,926	70,188	70,451	70,451	70,713	70,975	71,500	72,025
2	18	71,467	71,729	71,992	71,992	72,254	72,516	73,041	73,566
1	19	75,991	76,253	76,516	76,516	76,778	77,040	77,565	78,090
Max	20	89,280	89,542	89,805	89,805	90,067	90,329	90,854	91,379

**EXHIBIT “B” CONTINUED**

**SALARY STEP PROGRESSION CHART**

**All movement on the chart is horizontal.**

<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>2027-2028</b>	<b>2028-2029</b>
					1
				1	2
			1	2	3
		1	2	3	4
	1	2	3	4	5
1	2	3	4	5	6
2	3	4	5	6	7
3	4	5	6	7	8
4	5	6	7	8	9
5	6	7	8	9	10
6	7	8	9	10	11
7	8	9	10	11	12
8	9	10	11	12	13
9	10	11	12	13	14
10	11	12	13	14	15
11	12	13	14	15	16
12	13	14	15	16	17
13	14	15	16	17	18
14	15	16	17	18	19
15	16	17	18	19	20
16	17	18	19	20	20
17	18	19	20	20	20
18	19	20	20	20	20
19	20	20	20	20	20
20	20	20	20	20	20

Steps at Maximum

**EXHIBIT “C”**  
**OTHER EMPLOYEE BENEFITS**

1. Teachers shall be paid at the following rates per hour for the performance of work as identified in this paragraph during the term of this Agreement:

2024-2025	\$35 per hour
2025-2026	\$35 per hour
2026-2027	\$35.50 per hour
2027-2028	\$36 per hour
2028-2029	\$36 per hour

Work performed:

- a. Instruction in adult evening classes.
- b. Those professional employees directed by their supervisor to work more than their work day as defined in Article VI.
- c. Those professional employees directed to work beyond the one hundred eighty-eight (188) day school year.
- d. Homebound instruction.

It is understood that professional employees shall not be required to perform curriculum work as “extra work”. Bargaining unit members shall be given preference over non-bargaining unit members for such assignments. Non-bargaining unit members shall be paid at the hourly rate of a Fort Cherry Teacher.

2. The Board will honor group written authorization for the deduction of tax sheltered annuities and savings bonds, and the Washington County Area Teachers’ Credit Union.
3. Graduate credits may be submitted as late as October 1, to be counted for salary purposes.
4. The District shall provide for each professional employee:
  - a. Group Term Life Insurance as follows:

2024-2029	\$50,000
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b. Health Insurance as follows:

The District shall provide individual, husband/wife, employee/child(ren), or family coverage for each professional employee. Employees may choose from the available standard medical plans provided by the Allegheny County Schools Health Insurance Consortium (ACSHIC).

Employees may change to either of the two available plans pursuant to the rules and regulations of ACSHIC by giving notice to the District prior to July 1 of each contract year. Once the employee selects a plan, the employee must remain in that plan for the remainder of the contract year except in cases of a life changing event.

c. Dental Coverage as follows:

The District shall provide full dental insurance coverage under the ACSHIC standard dental care plan which includes Riders A, B, C, and D, or equivalent or better coverage. The District will pay the annual premium for individual and dependent coverage.

d. Vision Coverage as follows:

The District shall provide full vision coverage under the ACSHIC Davis vision care plan. The District will pay the annual premium for individual and dependent coverage.

e. Accident Policy Income Protection Plan (15<sup>th</sup> day coverage) or the equivalent thereof during the term of this Agreement:

2024--2029	\$1,000 per month coverage – 15 <sup>th</sup> day
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f. The District shall provide one hundred percent (100%) of the premium cost for insurance plans provided for in paragraphs (a), (c), (d), and (e), upon execution of the proper application by each eligible employee and acceptance by the carrier in accordance with normal insurance standards.

g. However, for the healthcare insurance plan in paragraph (b) above, an employee shall contribute a monthly premium share for the EPO Plan of the following amounts for each contract year. If an employee elects the PPO plan, the employee shall pay the same premium share as the EPO rate plus the difference between the EPO and the PPO monthly premiums.

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Single	\$ 90	\$ 95	\$100	\$105	\$110
Dependent	\$153	\$163	\$173	\$183	\$193

The board shall establish a 125 tax sheltered employee contribution plan to protect the employee from being taxed on this benefit and their contribution to the premium.

- h. The determination of an “equivalent plan” in the above paragraphs, shall be made by the District.
- i. All of the benefits specified in this Exhibit shall be coordinated and not duplicated. There shall be no duplication of the benefits under this Agreement by way of Major Medical benefits or dental benefits available to the employee and such benefits shall be coordinated with similar coverage provided by other employers to the employees’ spouses, so that covered occurrences shall be indemnified only once.
- j. The School District may participate in any consortium of school districts that is formed to control benefit costs. Insurance plans shall not be changed, however, without the consent of the Association. Additionally, it is agreed and understood that if, during the life of this Agreement, the Pennsylvania legislature adopts a statewide health care plan for public school employees, the Association agrees to allow the District to change to this plan at the time of its adoption
- k. In the event that the cost of an employee health and welfare program exceeds the thresholds defined under the Patient Protection and Affordable Care Act (ACA) or regulatory replacement and an excise tax (Cadillac Tax) is payable, then any employee who elects such a plan will have the option of having the imposed excise tax (40% of any amount above the threshold specified by the ACA or regulatory replacement) deducted through payroll withholdings, or may elect, at any time, a lower cost health care plan.

The District will notify affected employees within fifteen (15) calendar days of receiving notice that the plan’s premiums will cause imposition of excise tax; and the employee has forty-five (45) calendar days of said notice to notify the District of agreement to withhold taxable amount or modify enrollment to lesser plan within the Collective Bargaining Agreement (CBA).

Reference to the Patient Protection and the Affordable Care Act (ACA) and the excise tax (Cadillac Tax) includes any statutory or regulatory amendment, or statutory or regulatory replacement, to the ACA and/or excise tax (Cadillac Tax).

- l. Teachers who act as mentors in the induction program will be paid three hundred fifty dollars (\$350) per year for the time spent in the program and will be posted in accordance with the contract chosen from applicants.

6. Tuition Reimbursement

- a. The Board shall pay a professional employee seventy-five percent (75%) of the tuition up to a maximum of two thousand dollars (\$2,000) annually for credits earned. Such classes must be pre-approved by the Superintendent in writing in order to qualify for this tuition reimbursement. A grade of B- or better must be earned, or in the case of a pass/fail course, a passing grade must be earned in order to qualify. The Superintendent will base his/her decision to approve upon any of the following criteria:

- The classes must be taken at an accredited college in the teacher's present teacher area; or
- The classes must be germane to the teacher's field of teaching which aides teaching duties; or
- The classes must be taken in preparation for administration certification; or
- The classes must be taken to obtain an additional certification and/or degree.

The employee is to provide a written copy of the transcript with the course and grade earned to the Superintendent. Payment for tuition will be made within four (4) weeks after submission of the transcript.

- b. The Board shall pay to each professional employee for tuition reimbursement beyond the required initial twenty-four (24) credits for those pursuing a Master's degree in the discipline they teach or in Education up to three thousand dollars (\$3,000) annually per staff member; up to four thousand dollars (\$4,000) annually for each staff member for credits beyond their Masters toward a doctorate in the discipline they teach or in Education.
- c. Professional employees shall be paid for attaining and maintaining National Board Certification an additional five hundred dollars (\$500) annual stipend.
- d. Should employment with the District be terminated for any reason, excepting an Employer initiated furlough or disability retirement, the employee will be required to refund any previously paid credit reimbursement pursuant to the following schedule:



Before one (1) full calendar year after reimbursement	The employee must repay the District 100% of tuition reimbursement
Before two (2) full calendar years after reimbursement	The employee must repay the District 80% of tuition reimbursement
Before three (3) full calendar years after reimbursement	The employee must repay the District 60% of tuition reimbursement
Before four (4) full calendar years after reimbursement	The employee must repay the District 40% of tuition reimbursement
Before five (5) full calendar years after reimbursement	The employee must repay the District 20% of tuition reimbursement
After five (5) full calendar years after reimbursement	The employee owes the District 0% of tuition reimbursement

- e. The credit reimbursement plan shall apply to all credits earned on or after July 1, 2024, without regard to when the credit was preapproved.
- f. The employee refund obligation will not apply if employment termination is the result of an Employer-initiated furlough, the employee becoming a PSERS disability annuitant, or the employee would be otherwise eligible to become a PSERS disability annuitant but for lack of sufficient years of service. Should the employee subsequently return to School District employment, the remaining reimbursement years shall continue where the reimbursement schedule left off as if employment never terminated.

7. Benefit Buy-Out

- a. If the employee, with the exception of Long-Term Substitutes, elects not to participate in the District's medical benefits plan, the employee shall receive the following amounts:

2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
\$9,150	\$9,225	\$9,300	\$9,375	\$9,450

When two District employees are married to one another, neither spouse shall be eligible for this provision, unless they are already receiving the benefit as of March 1, 2024.

- b. If an employee is on unpaid leave, the buy-out payment will cease during the employee's leave.

- c. Any employee who elects to participate in this benefits buy-out plan will be able to re-enroll into the plan one (1) time during the life of the current contract. Re-enrollment will be accomplished immediately at the request of the employee with no “waiting period” for re-enrollment.
  - d. The District will adopt an IRS Code Section 125 Plan to protect employee benefits. If any portion of this agreement or any such Section 125 Plan is deemed invalid or out of compliance with applicable laws and/or regulations, or if any portion of this agreement would cause the benefits of employees not selecting this option to become taxable, then this provision will be null and void.
8. The District agrees to implement an early retirement incentive program three (3) of the five (5) years of this agreement.—Teachers who wish to participate in the program must submit their resignation notice by December 31 for the school year in which they intend to retire effective June 30 of that school year.
9. Section 111 Background Checks
- The costs associated with Section 111 background checks, as amended by Act 153 and required through state mandate, shall be reimbursed to the employee upon submission to the District, with findings of no record / no convictions:
- a. Pennsylvania State Police Request for Criminal Records check (Act 34)
  - b. Department of Public Welfare Child Abuse History Clearance (Act 151)
  - c. Federal Criminal History Record Information (CHRI)
10. Department and Grade-level Facilitators  
Designated Department and Grade-level Facilitators will be paid the following annual stipend on the final pay day of the school year for their work in this position:

2024--2025	\$1,000
2025-2026	\$1,100
2026-2027	\$1,200
2027-2028	\$1,300
2028-2029	\$1,400

**EXHIBIT "D"**  
**ATHLETICS/EXTRACURRICULAR ACTIVITIES**

Professional employees who are coaches and/or sponsors of extracurricular activities shall be compensated at the rates shown below.

The Board shall retain the decision as to whether or not it chooses to participate in any activity or program and the identity of the individuals to serve the program.

Appended to each activity is a letter as follows: A-athletic activity; B-music skills; C-communications activities; D-social events. The persons assigned to the athletic activities and social events shall have the right to refuse the assignment, but the District shall reserve the right to assign individuals to perform in the areas requiring music skills and communication activities. The District agrees to post vacancies in accordance with Article VIII, paragraph D of this Agreement.

The rate of pay on the extracurricular scale shall be calculated according to the professional employee's years of experience as a paid sponsor in that extracurricular activity with the Fort Cherry School District. Nothing herein contained shall prevent the District from paying sums in excess of those set forth herein.

Where post season games are scheduled by reason of an extension of the season due to W.P.I.A.L. and P.I.A. A. sanctioned playoff games, coaches will be compensated at the pro-rated weekly rate for coaching that sport for the length of time that team appears in the play-offs. In addition, coaches will receive the following compensation:

\$500 additional for winning District 7 (WPIAL)  
\$500 additional for finals in States

Coaches are only eligible for this bonus once per sport season.

In the event the District should be found to be out of compliance with Title IX of the Educational Amendments of 1972, 20 USC #1681 et seq. and the regulations thereunder in the assignment and/or compensation of sponsors, the District agrees to make all necessary changes to the extracurricular scale so as to correct any cited violations.

The Board has the exclusive right to determine the use of a professional bargaining unit member or a non-bargaining unit person to fill any of the outlined positions in the Athletic and Extracurricular Activities.

The Board, at its sole discretion, may provide additional performance and/or longevity compensation.

## EXTRACURRICULAR ACTIVITIES

<b>ATHLETICS</b>					
<b>Position</b>	<b>2024/2025</b>	<b>2025/2026</b>	<b>2026/2027</b>	<b>2027/2026</b>	<b>2026/2027</b>
Baseball - Head	6625	6758	6893	7031	7171
Baseball - Assistant	3312	3378	3446	3515	3585
Basketball - Head - Boys	7729	7884	8042	8203	8367
Basketball - Head - Girls	7729	7884	8042	8203	8367
Basketball - Asst. - Boys	4968	5067	5168	5271	5376
Basketball - Asst. - Girls	4968	5067	5168	5271	5376
Basketball - JR High - Boys	4968	5067	5168	5271	5376
Basketball - JR High- Girls	4968	5067	5168	5271	5376
Basketball Coach - 7/8 <sup>th</sup> Grade Head– Boys	4637	4730	4824	4922	5020
Basketball Coach - 7/8 <sup>th</sup> Grade Head– Girls	4637	4730	4824	4922	5020
Basketball Coach - 7/8 <sup>th</sup> Grade Assistant– Boys	2760	2815	2871	2928	2987
Basketball Coach - 7/8 <sup>th</sup> Grade Assistant– Girls	2760	2815	2871	2928	2987
Cross Country - Boys	2760	2815	2871	2928	2987
Cross Country - Girls	2760	2815	2871	2928	2987
Cross Country Assistant - Boys	1215	1239	1264	1289	1315
Cross Country Assistant - Girls	1215	1239	1264	1289	1315
Football Coach	8280	8446	8615	8787	8963
Football Coach Assistant (3)	4417	4505	4595	4687	4781
Football - JR High	4417	4505	4595	4687	4781
Football -JR High Assistant	2760	2815	2871	2928	2987
Golf	3423	3491	3561	3632	3705
Softball	6625	6758	6893	7031	7171
Softball - Assistant	3312	3378	3446	3515	3585
Softball-7/8 Grade Head	4637	4730	4824	4922	5020
Softball-7/8 Grade Assistant	2318	2364	2411	2459	2508
Tennis - Boys	3312	3378	3446	3515	3585
Tennis – Girls	3312	3378	3446	3515	3585
Tennis Coach Assistant – Boys	1656	1689	1723	1757	1792
Tennis Coach Assistant – Girls	1656	1689	1723	1757	1792
Track Coordinator	6625	6758	6893	7031	7171
Varsity Track Assistant (3)	2760	2815	2871	2928	2987

<b>ATHLETICS CONTINUED</b>					
<b>Position</b>	<b>2024/2025</b>	<b>2025/2026</b>	<b>2026/2027</b>	<b>2027/2026</b>	<b>2026/2027</b>
Volleyball	6625	6758	6893	7031	7171
Volleyball – Varsity - Assistant	2650	2703	2757	2812	2868
Volleyball - 7/8 Grade	4637	4730	4824	4922	5020
Volleyball - 7/8 Grade -Assistant	2318	2364	2411	2459	2508
Wrestling - Head	7729	7884	8042	8203	8367
Wrestling - Assistant	3865	3942	4021	4101	4183
Wrestling - JR High	3865	3942	4021	4101	4183
Wrestling – JR High Asst.	1987	2027	2068	2109	2151
Wrestling-Girls-Head	7729	7884	8042	8203	8367
Wrestling-Girls-Assistant	3865	3942	4021	4101	4183
Weightroom Coordinator (1st Semester)	1104	1126	1149	1172	1195
Weightroom Coordinator (2nd Semester)	1104	1126	1149	1172	1195

### **EXTRACURRICULAR ACTIVITIES**

<b>Position</b>	<b>2024/2025</b>	<b>2025/2026</b>	<b>2026/2027</b>	<b>2027/2028</b>	<b>2028/2029</b>
Band & Majorettes	6072	6193	6317	6443	6572
Band Director Assistant	2650	2703	2757	2812	2868
Cheerleading – Varsity	3865	3942	4021	4101	4183
Cheerleading - JR High	2208	2252	2297	2343	2390
Choral Director	3533	3604	3676	3750	3825
Drill Team & Majorettes	2208	2252	2297	2343	2390
JR Class Sponsor	2208	2252	2297	2343	2390
Musical Director (3)	4968	5067	5168	5271	5376
National Honor Society	2208	2252	2297	2343	2390
Prom Sponsor	883	901	919	937	956
Seasonal Production Co-Directors (2)	1545	1576	1608	1640	1673
SR Class Sponsor	2208	2252	2297	2343	2390
Strive	1104	1126	1149	1172	1194
Student Council - JR High	2760	2815	2871	2928	2987
Student Council - SR High	3865	3942	4021	4101	4183
VO-AG Summer Program	9385	9573	9764	9959	10158
Yearbook	3312	3378	3446	3515	3585

Any incumbent coach or sponsor whose current salary is higher than rate listed above (due to years of experience per the old system) will continue to receive the higher rate with an annual increase of two percent (2%) for the duration of this collective bargaining agreement. Once that coach or sponsor position is vacated, the rate shall revert to the rate listed in the appropriate table above.

Fort Cherry School District  
110 Fort Cherry Road  
McDonald, PA 15057

**SICK BANK RECORD FORM**

Donations Made To: \_\_\_\_\_  
(Employee's Name)

Day Number	Day Used	Donated By
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTEST**

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
President – Fort Cherry EA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Fort Cherry School District  
110 Fort Cherry Road  
McDonald, PA 15057

**APPLICATION FOR DONATION OF SICK LEAVE BANK DAYS**

Date: \_\_\_\_\_

TO: Superintendent of Schools

FROM: \_\_\_\_\_

POSITION & BUILDING: \_\_\_\_\_

DONATION TO: \_\_\_\_\_

SUBJECT: Sick Leave Bank Donation

1. I am hereby donating one (1) of my accumulated sick leave days to the Sick Leave Bank for the use of the above listed professional employee of the Fort Cherry School District. This donation complies with Article XIII, Section G of the negotiated agreement between the Fort Cherry School District and the Fort Cherry Education Association.
2. I understand that the Superintendent of Schools along with the President of the Fort Cherry Education Association shall conduct a random drawing to determine the rank order of the names of the employees donating sick leave days to the Sick Leave Bank.
3. I am aware that those employees who donate sick leave days to the Sick Leave Bank and whose days are not used shall not have these sick days subtracted from their accumulated sick leave total.
4. I understand that there shall be no limit on the number of times an eligible employee donates one (1) day of his/her accumulated sick leave to the Sick Leave Bank.
5. I agree to indemnify, save and hold harmless the Fort Cherry School District and its agents of and from any and all claims, demands, suits, or other forms of liability at law or equity including legal fees and court costs, which shall or may rise from, or by reason of the application of this Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

APPROVED

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Schools

Fort Cherry School District  
110 Fort Cherry Road  
McDonald, PA 15057

**APPLICATION FOR SICK LEAVE BANK DAYS**

Date: \_\_\_\_\_

TO: Superintendent of Schools

FROM: Name: \_\_\_\_\_

Position: \_\_\_\_\_

Building: \_\_\_\_\_

SUBJECT: Sick Leave Bank Benefits

1. I am requesting that I be granted sick leave days from the Sick leave Bank as established by Article XIII, Section G of the negotiated agreement between the Fort Cherry School District and the Fort Cherry Education Association.
2. I am requesting that the sick leave days from the Sick Leave Bank begin on:  
\_\_\_\_\_
3. By submitting and signing this application, I attest to the following:
  - a. I shall have exhausted all my accumulated sick leave days by the date for which I am applying for Sick Leave Bank days because of a serious, long-term illness or disability which precludes my attending school.
  - b. I have submitted with this application a physician's statement verifying the seriousness of my illness or disability and attesting to my inability to return to work.
  - c. I am not presently receiving Worker's Compensation benefits due to work related illness or disability.
4. I understand that all Sick Leave Bank days shall cease when I return to work or am declared fit to work by my physician.
5. I understand that Sick Leave Bank days shall be paid to me according to the Wage and Salary Provisions as contained in Article XVIII, Sections A & B of the Collective Bargaining Agreement.
6. I understand that there shall be no limit on the number or times that I may apply for Sick Leave Bank days.
7. I agree to indemnify, save and hold harmless the Fort Cherry School District and its agents of and from any and all claims, demands, suits, or other forms of liability at law or equity, including legal fees and court costs, which shall or may arise from, or by reason of the application of this Agreement. I further agree to notify the School District Business Manager that I have resumed my professional duties on the first day I return to work.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

APPROVED

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Schools



**FORT CHERRY SCHOOL DISTRICT  
BOARD POLICY**

**EARLY RETIREMENT INCENTIVE PROGRAM**

To comply with Exhibit C (Other Employee Benefits), Section 7 of the Collective Bargaining Agreement between the Fort Cherry School District (“School District”) and the Fort Cherry Education Association, the School District agrees to implement the following early retirement incentive program each year of this agreement. Employees shall be notified of the incentive year by the end of the previous school year:

- A. Professional employees, who are fifty (50) years of age or older and who have completed thirty (30) years of credited service with the Public School Employees Retirement System (PSERS) qualify for participation in the Early Retirement Incentive Program.
- B. For participation in the Early Retirement Incentive Program, notification of retirement must be supplied in writing to the Superintendent by December 31, to be eligible for retirement as of June 30 of that school year.
- C. Employees must verify qualifications for superannuation under the PSERS at the time of notification of retirement to the Superintendent.
- D. Retirement Incentive Program
  - 1. A one-time payment of seven thousand dollars (\$7,000) into an approved 403b plan set up by the employee.
  - 2. Unused sick day pay of one hundred dollars (\$100) multiplied by the employee’s accumulated unused sick leave.
  - 3.
    - a. All eligible retirees may elect participation in the District’s EPO plan until attaining Medicare eligibility, with the District paying one-hundred percent (100%) of the individual premium towards the plan.
    - b. The District’s monthly obligation toward the purchase of the retiree’s health insurance shall be reduced by the amount of any premium assistance available to the retiree through the Public School Employee Retirement System (PSERS).
    - c. The retiree may purchase dependent health insurance benefits at their own expense.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by and between the Fort Cherry Education Association, PSEA/NEA (hereinafter referred to as the “Association”) and the Fort Cherry School District (hereinafter referred to as the “District”).

**WHEREAS**, the Association is the exclusive representative for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all classifications of employees set forth in the Pennsylvania Labor Relations Board Certification of Representative at Case No. PERA-R-503-W and any clarifications and amendments thereto; and

**WHEREAS**, the parties have entered into a Collective Bargaining Agreement for a term beginning on September 1, 2024 and ending on August 31, 2029; and

**WHEREAS**, Article XX, EXTRACURRICULAR ACTIVITIES of the parties’ collective bargaining agreement addresses EXTRACURRICULAR ACTIVITIES and “Exhibit D” with Exhibit D addressing the salary scale for all extracurricular activities; and

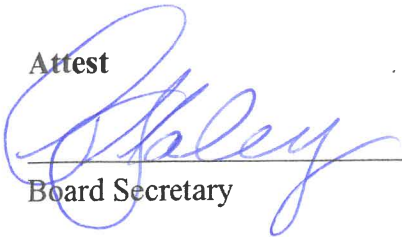
**WHEREAS**, the parties seek to create a **Unified Bocce** program.

**NOW THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY**, the parties agree as follows:

1. Exhibit D of the collective bargaining agreement shall be changed to include a Unified Bocce position at \$1,000 per season.
2. This Memorandum of Understanding shall not establish any practice or precedent for any future cases.
3. Any disagreements to the interpretation or implementation of this Memorandum of Understanding will be subject to the grievance procedures of the Collective Bargaining Agreement.
4. This Memorandum of Understanding shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding the day and year set forth below.

Attest

  
Board Secretary

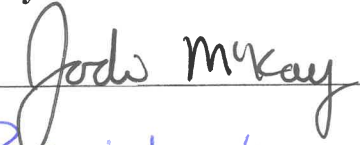
Date: 9/23/24

Attest

  
Association Secretary


Date: 10/02/24

Fort Cherry School District

By:   
Title: President

Date: 9/23/24

Fort Cherry Education Association, PSEA/NEA

By:   
Title: FCEA President

Date: 10/2/24