

AGREEMENT

between the

FORT CHERRY
SCHOOL DISTRICT

and the

FORT CHERRY
EDUCATION ASSOCIATION

September 1, 2019 – August 31, 2024

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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 exists, 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.

E. Just Cause Provision

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

F. Evaluation of Students

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

G. 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.

H. 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.

I. 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 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.

J. 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.

K. 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.

L. 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.

M. Association Meetings

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

N. 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.

O. 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 owned 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.

P. 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.

Q. 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, or in the event of reasonable emergencies. The aforementioned time shall be within scheduled work day as defined above.

R. 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.

S. 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.

T. 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.

U. 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.

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.

V. Teaching Load

1. The daily teaching load for secondary teachers including supervised study period, 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 a homeroom or bus duty.
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.

W. 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.

X. 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 pro-

rated, based upon the appropriate homebound instruction rate and the length of the period. This compensation will be paid quarterly.

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 course/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 previous 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 (1st) 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.

Y. 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. Under no circumstances will any teacher be involuntarily transferred in back to back years. No transfer shall be made for arbitrary or capricious reasons.

Z. 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.

AA. 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.

BB. Substitution for Absent Employees

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

CC. Non-Teaching Duties

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

DD. Specialists

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

EE. 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. Any rating or evaluation forms other than those approved by the Department of Education shall be discussed with the Instructional Council prior to its implementation. The final decision to adopt said forms shall be the prerogative of the District.
3. 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.
4. The employee shall be given a copy of any evaluation report local or state, prepared by his/her evaluators within a reasonable time 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 upon request of the employee or the evaluator. Such conference shall take place within a reasonable time after such 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.
8. The negotiable parts of the New Evaluation System for Educators shall be addressed by the Instructional Council (Article XI.)

FF. 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 unsatisfactory rating shall be expunged 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 agrees to expunge from the file the prior written reprimand, assuming satisfactory service.

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 Association 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. As soon as possible after the execution of this agreement, a Joint Student Behavior Study Committee for secondary students shall be created, consisting of three (3) members appointed by the Superintendent, three (3) members appointed by the Association and three (3) students appointed by the Student Council. This group shall be entitled to participate in recommending policy affecting secondary students.

- B. As soon as possible after the execution of this agreement, a Joint Elementary Student Behavior Study Committee shall be created consisting of three (3) members appointed by the Superintendent and three (3) members appointed by

the Association. This group shall be entitled to participate in recommending policy affecting elementary students.

- C. It shall be the purpose of each of these committees to develop appropriate guidelines to be used by teachers in handling disruptive students and to develop constructive programs for disruptive students whose presence in regular classes represent unusual problems for the regular learning process. Appropriate student disciplinary procedures shall be established by the committees for each school building. These procedures shall be submitted to the building faculties prior to their implementation. Any proposed policy of such committees shall be presented to the Board for approval at its next regularly scheduled meeting.

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 ten (10) 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 ten (10) 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.

LL. 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 professional staff of the Fort Cherry School District, which includes members of the bargaining unit, first line supervisors, principals, Central Office administrators, and Business Manager.
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.

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.

MM. 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.

NN. 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 generally be for a 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 ~~her~~ a physician or the School District physician certifies to his/her ability to assume her 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.

OO. 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.

PP. 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.

QQ. 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.

RR. Direct Deposit

The District shall arrange to make direct deposit available for any professional employee.

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.

SS. Accumulated Sick Leave

Teachers shall be given a written accounting of accumulated sick leave days on their pay stubs each pay.

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.

TT. 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
EXTRACURRICULAR ACTIVITIES

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

ARTICLE XXI
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 XXII
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.

UU. 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.

VV. 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

WW. 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.

XX. 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 XXIII
DURATION OF AGREEMENT

The parties agree that this Agreement shall begin on September 1, 2019, and shall continue in full force and effect until August 31, 2024 or until twelve o'clock midnight (12:00 a.m.) of the calendar day preceding the first scheduled school day of the 2024-2025 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, 2023 that it proposes certain changes therein.

ARTICLE XXIV
EXECUTION

In Witness Whereof, the Association has executed this Agreement this _____ day of _____, 2019, by its President and Secretary and the Board has executed this Agreement this 18th day of March, 2019 by its President and attested by its Secretary.

WITNESS:

Fort Cherry Education Association

Patricia S. Briggs
Secretary

Richard B. Hursh
President

ATTEST:

Fort Cherry School District

[Signature]
Secretary

[Signature]
President, Board of School Directors

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

GRIEVANCE REPORT FORM

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"

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

2019-2020 Salary Schedule

Steps									
From	Old-								
Top	System	B	B+15	B+30	ME	ME+15	ME+30	M	PhD
19	4	38,889	39,141	39,392	39,392	39,644	39,896	40,399	40,902
18	2	39,389	39,641	39,892	39,892	40,144	40,396	40,899	41,402
17	3	40,321	40,572	40,824	40,824	41,076	41,327	41,831	42,334
16	4	41,252	41,504	41,756	41,756	42,007	42,259	42,762	43,266
15	5	47,152	47,404	47,656	47,656	47,907	48,159	48,662	49,166
14	6	48,352	48,604	48,856	48,856	49,107	49,359	49,862	50,366
13	7	49,652	49,904	50,126	50,126	50,407	50,659	51,162	51,666
12	8	50,252	50,504	50,756	50,756	51,007	51,259	51,762	52,266
11	9	51,452	51,704	51,956	51,956	52,207	52,459	52,962	53,466
10	10	52,652	52,904	53,156	53,156	53,407	53,659	54,162	54,666
9	11	53,752	54,004	54,256	54,256	54,507	54,759	55,262	55,766
8	12	54,680	54,932	55,184	55,184	55,435	55,687	56,190	56,694
7	13	55,608	55,860	56,112	56,112	56,363	56,615	57,118	57,622
6	14	56,837	57,089	57,341	57,341	57,592	57,844	58,347	58,851
5	15	57,867	58,119	58,371	58,371	58,622	58,874	59,377	59,881
4	16	59,012	59,264	59,507	59,507	59,767	60,019	60,522	61,026
3	17	59,762	60,014	60,266	60,266	60,517	60,769	61,272	61,776
2	18	61,303	61,555	61,807	61,807	62,058	62,310	62,813	63,317
1	19	65,827	66,079	66,331	66,331	66,582	66,834	67,337	67,841
Top	20	79,890	80,142	80,393	80,393	80,645	80,897	81,400	81,904

EXHIBIT "B"

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

2020-2021 Salary Schedule

Steps									
From	Old-								
Top	System	B	B+15	B+30	ME	ME+15	ME+30	M	PhD
19	4	40,350	40,605	40,859	40,859	41,114	41,369	41,879	42,388
18	2	40,850	41,105	41,359	41,359	41,614	41,869	42,379	42,888
17	3	41,656	41,911	42,166	42,166	42,420	42,675	43,185	43,694
16	4	42,462	42,717	42,972	42,972	43,227	43,481	43,991	44,501
15	5	48,362	48,617	48,872	48,872	49,127	49,381	49,891	50,401
14	6	49,562	49,817	50,072	50,072	50,327	50,581	51,091	51,601
13	7	50,862	51,117	51,342	51,342	51,627	51,881	52,391	52,901
12	8	51,462	51,717	51,972	51,972	52,227	52,481	52,991	53,501
11	9	52,662	52,917	53,172	53,172	53,427	53,681	54,191	54,701
10	10	53,862	54,117	54,372	54,372	54,627	54,881	55,391	55,901
9	11	54,962	55,217	55,472	55,472	55,727	55,981	56,491	57,001
8	12	55,890	56,145	56,400	56,400	56,655	56,909	57,419	57,929
7	13	56,818	57,073	57,328	57,328	57,583	57,837	58,347	58,857
6	14	58,047	58,302	58,557	58,557	58,812	59,066	59,576	60,086
5	15	59,077	59,332	59,587	59,587	59,842	60,096	60,606	61,116
4	16	60,222	60,477	60,723	60,723	60,987	61,241	61,751	62,261
3	17	60,972	61,227	61,482	61,482	61,737	61,991	62,501	63,011
2	18	62,513	62,768	63,023	63,023	63,278	63,532	64,042	64,552
1	19	67,037	67,292	67,547	67,547	67,802	68,056	68,566	69,076
Top	20	80,875	81,130	81,385	81,385	81,640	81,894	82,404	82,913

EXHIBIT "B"

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

2021-2022 Salary Schedule

Steps									
From	Old-								
Top	System	B	B+15	B+30	ME	ME+15	ME+30	M	PhD
19	4	41,396	41,653	41,910	41,910	42,167	42,424	42,938	43,452
18	2	41,896	42,153	42,410	42,410	42,667	42,924	43,438	43,952
17	3	42,612	42,869	43,126	43,126	43,383	43,640	44,154	44,668
16	4	43,329	43,586	43,843	43,843	44,100	44,357	44,871	45,385
15	5	49,229	49,486	49,743	49,743	50,000	50,257	50,771	51,285
14	6	50,429	50,686	50,943	50,943	51,200	51,457	51,971	52,485
13	7	51,729	51,986	52,213	52,213	52,500	52,757	53,271	53,785
12	8	52,329	52,586	52,843	52,843	53,100	53,357	53,871	54,385
11	9	53,529	53,786	54,043	54,043	54,300	54,557	55,071	55,585
10	10	54,729	54,986	55,243	55,243	55,500	55,757	56,271	56,785
9	11	55,829	56,086	56,343	56,343	56,600	56,857	57,371	57,885
8	12	56,757	57,014	57,271	57,271	57,528	57,785	58,299	58,813
7	13	57,685	57,942	58,199	58,199	58,456	58,713	59,227	59,741
6	14	58,914	59,171	59,428	59,428	59,685	59,942	60,456	60,970
5	15	59,944	60,201	60,458	60,458	60,715	60,972	61,486	62,000
4	16	61,089	61,346	61,594	61,594	61,860	62,117	62,631	63,145
3	17	61,839	62,096	62,353	62,353	62,610	62,867	63,381	63,895
2	18	63,380	63,637	63,894	63,894	64,151	64,408	64,922	65,436
1	19	67,904	68,161	68,418	68,418	68,675	68,932	69,446	69,960
Top	20	81,580	81,837	82,094	82,094	82,351	82,608	83,123	83,637

EXHIBIT "B"

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

2022-2023 Salary Schedule

Steps									
<u>From</u>	<u>Old-</u>								
<u>Top</u>	<u>System</u>	B	B+15	B+30	ME	ME+15	ME+30	M	PhD
19	1	42,631	42,890	43,150	43,150	43,410	43,669	44,189	44,708
18	2	43,131	43,390	43,650	43,650	43,910	44,169	44,689	45,208
17	3	43,741	44,001	44,260	44,260	44,520	44,780	45,299	45,818
16	4	44,351	44,611	44,871	44,871	45,130	45,390	45,909	46,429
15	5	50,251	50,511	50,771	50,771	51,030	51,290	51,809	52,329
14	6	51,451	51,711	51,971	51,971	52,230	52,490	53,009	53,529
13	7	52,751	53,011	53,241	53,241	53,530	53,790	54,309	54,829
12	8	53,351	53,611	53,871	53,871	54,130	54,390	54,909	55,429
11	9	54,551	54,811	55,071	55,071	55,330	55,590	56,109	56,629
10	10	55,751	56,011	56,271	56,271	56,530	56,790	57,309	57,829
9	11	56,851	57,111	57,371	57,371	57,630	57,890	58,409	58,929
8	12	57,779	58,039	58,299	58,299	58,558	58,818	59,337	59,857
7	13	58,707	58,967	59,227	59,227	59,486	59,746	60,265	60,785
6	14	59,936	60,196	60,456	60,456	60,715	60,975	61,494	62,014
5	15	60,966	61,226	61,486	61,486	61,745	62,005	62,524	63,044
4	16	62,111	62,371	62,622	62,622	62,890	63,150	63,669	64,189
3	17	62,861	63,121	63,381	63,381	63,640	63,900	64,419	64,939
2	18	64,402	64,662	64,922	64,922	65,181	65,441	65,960	66,480
1	19	68,926	69,186	69,446	69,446	69,705	69,965	70,484	71,004
Top	20	82,413	82,673	82,932	82,932	83,192	83,452	83,971	84,490

EXHIBIT "B"

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

2023-2024 Salary Schedule

Steps									
<u>From</u>	<u>Old</u>								
<u>Top</u>	<u>System</u>	B	B+15	B+30	ME	ME+15	ME+30	M	PhD
19	1	43,916	44,178	44,441	44,441	44,703	44,965	45,490	46,015
18	2	44,416	44,678	44,941	44,941	45,203	45,465	45,990	46,515
17	3	44,916	45,178	45,441	45,441	45,703	45,965	46,490	47,015
16	4	45,416	45,678	45,941	45,941	46,203	46,465	46,990	47,515
15	5	51,316	51,578	51,841	51,841	52,103	52,365	52,890	53,415
14	6	52,516	52,778	53,041	53,041	53,303	53,565	54,090	54,615
13	7	53,816	54,078	54,311	54,311	54,603	54,865	55,390	55,915
12	8	54,416	54,678	54,941	54,941	55,203	55,465	55,990	56,515
11	9	55,616	55,878	56,141	56,141	56,403	56,665	57,190	57,715
10	10	56,816	57,078	57,341	57,341	57,603	57,865	58,390	58,915
9	11	57,916	58,178	58,441	58,441	58,703	58,965	59,490	60,015
8	12	58,844	59,106	59,369	59,369	59,631	59,893	60,418	60,943
7	13	59,772	60,034	60,297	60,297	60,559	60,821	61,346	61,871
6	14	61,001	61,263	61,526	61,526	61,788	62,050	62,575	63,100
5	15	62,031	62,293	62,556	62,556	62,818	63,080	63,605	64,130
4	16	63,176	63,438	63,692	63,692	63,963	64,225	64,750	65,275
3	17	63,926	64,188	64,451	64,451	64,713	64,975	65,500	66,025
2	18	65,467	65,729	65,992	65,992	66,254	66,516	67,041	67,566
1	19	69,991	70,253	70,516	70,516	70,778	71,040	71,565	72,090
Top	20	83,280	83,542	83,805	83,805	84,067	84,329	84,854	85,379

**Fort Cherry Education Association
Salary Step Progression Chart**

All movement on the chart is horizontal.

2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
					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:

2019-2020	\$31 per hour
2020-2021	\$32 per hour
2021-2022	\$33 per hour
2022-2023	\$34 per hour
2023-2024	\$35 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 rate of (\$20) per hour.

- 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:

2019-2024	\$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 (15th day coverage) or the equivalent thereof during the term of this Agreement:

2019-2024	\$1,000 per month coverage – 15 th 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.

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Single	\$75	\$78	\$81	\$84	\$87
Dependent	\$107	\$116	\$125	\$134	\$143

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).

- 5. Teachers who act as mentors in the induction program will be paid three hundred dollars (\$300) per year for the time spent in the program.

6. Tuition Reimbursement

a. The Board shall pay a professional employee seventy-five percent (75%) of the tuition up to a maximum of one thousand dollars (\$1,000) 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 two thousand dollars (\$2,000) annually per staff member; up to three thousand dollars (\$3,000) 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.

7. Benefit Buy-Out

a. The employee shall receive one hundred percent (100%) of the total monthly health insurance premium of the individual plan to any employee, with the exception of Long-Term Substitutes, who elects not to participate in the District's medical benefits plan. The payment will be based upon the individual plan only.

b. 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.

c. 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)

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:

\$250 additional for winning District 7 (WPIAL)
\$250 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

ATHLETICS

Position	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Baseball Head	6000	6120	6242	6367	6495
Baseball Assistant	3000	3060	3121	3184	3247
Basketball Head Boys	7000	7140	7283	7428	7577
Basketball Head Girls	7000	7140	7283	7428	7577
Basketball Asst. Boys	4500	4590	4682	4775	4871
Basketball Asst. Girls	4500	4590	4682	4775	4871
Basketball JR High Boys	4500	4590	4682	4775	4871
Basketball JR High Girls	4500	4590	4682	4775	4871
Basketball Coach - 7/8 th Grade Head-Boys	4200	4284	4370	4457	4546
Basketball Coach - 7/8 th Grade Head-Girls	4200	4284	4370	4457	4546
Basketball Coach - 7/8 th Grade Assistant- Boys	2500	2550	2601	2653	2706
Basketball Coach - 7/8 th Grade Assistant- Girls	2500	2550	2601	2653	2706
Cross Country Boys	2500	2550	2601	2653	2706
Cross Country Girls	2500	2550	2601	2653	2706
Cross Country Assistant Boys	1100	1122	1144	1167	1191
Cross Country Assistant Girls	1100	1122	1144	1167	1191
Football Coach	7500	7650	7803	7959	8118
Football Coach Assistant (3)	4000	4080	4162	4245	4330
Football - JR High	4000	4080	4162	4245	4330
Football -JR High Assistant	2500	2550	2601	2653	2706
Golf	3100	3162	3225	3290	3356
Softball	6000	6120	6242	6367	6495
Softball Assistant	3000	3060	3121	3184	3247
Tennis Boys	3000	3060	3121	3184	3247
Tennis – Girls	3000	3060	3121	3184	3247
Tennis Coach Assistant – Boys	1500	1530	1561	1592	1624
Tennis Coach Assistant – Girls	1500	1530	1561	1592	1624
Track Coordinator	6000	6120	6242	6367	6495
Varsity Track Assistant (3)	2500	2550	2601	2653	2706
Volleyball	6000	6120	6242	6367	6495
Volleyball – Varsity - Assistant	2400	2448	2497	2547	2598
*Volleyball - 7/8 Grade	4600	4692	4786	4882	4979
Volleyball - 7/8 Grade -Assistant	2100	2142	2185	2229	2273

Wrestling Head	7000	7140	7283	7428	7577
Wrestling Assistant	3500	3570	3641	3714	3789
Wrestling JR High	3500	3570	3641	3714	3789
Wrestling – JR High Asst.	1800	1836	1873	1910	1948
Weightroom Coordinator (1st Semester)	1000	1020	1040	1061	1082
Weightroom Coordinator (2nd Semester)	1000	1020	1040	1061	1082

EXTRACURRICULAR ACTIVITIES

Position	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Band & Majorettes	5500	5610	5722	5837	5953
Band Director Assistant	2400	2448	2497	2547	2598
Cheerleading – Varsity	3500	3570	3641	3714	3789
Cheerleading - JR High	2000	2040	2081	2122	2165
Choral Director	3200	3264	3329	3396	3464
Drill Team & Majorettes	2000	2040	2081	2122	2165
JR Class Sponsor	2000	2040	2081	2122	2165
Musical Director (2)	4500	4590	4682	4775	4871
National Honor Society	2000	2040	2081	2122	2165
Prom Sponsor	800	816	832	849	866
Seasonal Production Co-Directors (2)	1400	1428	1457	1486	1515
SR Class Sponsor	2000	2040	2081	2122	2165
Strive	1000	1020	1040	1061	1082
Student Council - JR High	2500	2550	2601	2653	2706
Student Council - SR High	3500	3570	3641	3714	3789
VOAG Summer Program	8500	8670	8843	9020	9201
Yearbook	3000	3060	3121	3184	3247

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.

*Once the 7th/8th grade Volleyball Head coach position is vacated, the rate shall revert to the rate for 7th/8th grade Basketball head coach position.

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

EXHIBIT "E"

Fort Cherry School District

PERSONAL DAY REQUEST

Employees requesting personal days in critical periods will submit the following written form:

Name of Teacher: _____

Date: _____

Assignment of Teacher: _____

Personal Day Requested: _____

Reason for Request (Check One)

Family

Medical

Legal

Personal Business

Submit this request to the Building Principal.

Disposition: _____

Signature of Principal

Date

**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.