

# **PROFESSIONAL AGREEMENT**

**2022-2023**

**2023-2024**

**2024-2025**

**By and Between the**

**Pottstown School District**

**and**

**Federation of Pottstown  
Teachers, AFTPA-AFLCIO**

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POTTSTOWN SCHOOL DISTRICT

PROFESSIONAL AGREEMENT

PREAMBLE

This Collective Bargaining Agreement, hereinafter called the “Agreement” is entered into as of the 28<sup>th</sup> of July, 2022 by and between the Board of School Directors of the Pottstown School District, Pottstown, Montgomery County, Pennsylvania, hereinafter called the “BOARD” and the Federation of Pottstown Teachers, AFTPA-AFLCIO hereinafter called the “FEDERATION.”

WITNESSETH:

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

THEREFORE, in consideration of the following mutual covenants, and intending to be legally bound hereby, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The BOARD hereby recognizes the FEDERATION as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board in the Certification of Representation dated January 10, 1985, as well as in any amendments thereto. A copy of said determination is incorporated herein and made a part hereof and attached as **Exhibit "A"**.
- B. The term "TEACHER" in this Agreement shall mean any member of this bargaining unit as defined in the certification PERA-R-84-589-E, as well as in any amendments thereto.
- C. Nothing contained within this Agreement shall be construed to deny or restrict rights to any TEACHER(s) that are mandated under the Pennsylvania School Code or other applicable laws and regulations.

ARTICLE II

TERM OF AGREEMENT

This Agreement shall be effective September 1, 2022 and shall continue in full force and effect through August 31, 2025.

ARTICLE III

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective bargaining over a successor Agreement no later than January 14, 2025. Any Agreement so negotiated shall be reduced to writing and signed after ratification by the parties.

B. Modification

This Agreement shall not be modified, added to, nor further negotiated in whole or in part by the parties, except by agreement in writing, duly executed by both parties.

ARTICLE IV

MANAGERIAL PREROGATIVES

The management of the Pottstown School District is vested solely with the BOARD. It is understood by the parties that, under the laws of the Commonwealth of Pennsylvania, the BOARD does not waive any rights or powers granted it by such laws. BOARD reserves to itself sole jurisdiction and authority over matters of policy and management. These matters of written policy as now recorded or as amended and recorded by the BOARD during the life of the Agreement shall be acknowledged and accepted by the employees forming the bargaining unit as the policy of the BOARD to which all employees are bound, provided such policies are not in conflict with any specific term or condition contained in this Agreement.



## ARTICLE V

### BOARD POLICY MANUAL

- A. When BOARD policy *directly* affecting hours, wages or conditions of employment of TEACHERS is to be considered for enactment, modification, or termination, such policy or policies shall be presented to the President of the FEDERATION at least ten (10) days prior to its presentation to the BOARD for formal action.
- B. Within five (5) days of receiving notification of consideration of BOARD policy, the President of the FEDERATION shall notify the Secretary of the BOARD OF SCHOOL DIRECTORS that the FEDERATION requests to Meet and Discuss the proposed BOARD policy. Failure to notify the Secretary of the BOARD within said period shall waive the right of the FEDERATION to Meet and Discuss regarding the proposed policy prior to formal action by the BOARD.
- C. If a Meet and Discuss session is requested on a proposed policy, the BOARD will recognize, and a committee of the BOARD will meet with, the duly appointed representatives of the FEDERATION to express the views of the FEDERATION prior to enactment, modifications, or termination of BOARD policy.
- D. This Article refers to policies of the BOARD in its official policy manual that directly affect hours, wages, or conditions of employment of TEACHERS. Typically, this does not include policies in the 000, 100, 600, 700, 800, and 900 series.

ARTICLE VI

NO LOCK OUT - NO STRIKE PROVISION

Both parties agree to abide by the provisions of the Pennsylvania Public Employees Relations Act, Act 195. As a condition of the various provisions of this Agreement, the BOARD pledges that it will not conduct or cause to be conducted a lock out during the term of this Agreement. The FEDERATION pledges that TEACHERS will not engage in strike as defined in Section 301(9) of Act 195, during the term of this Agreement.

ARTICLE VII

SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any TEACHER or group of TEACHERS is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE VIII

STATUTORY SAVINGS CLAUSE

Neither the language contained in this contract, nor the absence thereof shall be deemed to supersede the Public Employee Relations Act and interpretations thereof by the Pennsylvania Labor Relations Board, or the School Laws of Pennsylvania and interpretations thereof by the Secretary of Education or the Courts of the Commonwealth. Considerations covered by this clause, having other recourse, shall not be subject to the grievance procedure or to arbitration.

## ARTICLE IX

### LENGTH OF WORK YEAR AND DAY

#### A. LENGTH OF WORK YEAR

The number of days for the normal work year shall be fixed at 190 days each year throughout the terms of this Agreement. If school days are lost due to inclement weather, floods or any other reason(s), the days will be rescheduled, either during the normal school year or by extending the school year.

#### B. LENGTH OF WORK DAY

The in-school work day for TEACHERS shall not exceed a continuous period of seven (7) hours and thirty (30) minutes. The length of the lunch period shall be at least thirty (30) minutes in length to provide for a work schedule of seven (7) hours. The work day shall be between the hours of 7:00 a.m. to 4:00 p.m.

The working day for individual TEACHERS may be changed from the times specified above by the building principal with the consent of the TEACHER.

Any time the length of the pupil day is altered because of inclement weather or early dismissal before a holiday, the TEACHER day will be changed in the same manner. In the event of an early dismissal on days that a TEACHER has taken any leave (sick, personal, conditional, emergency, trade, etc.), the leave will be forfeited if the TEACHER would not be present at the time of the dismissal or if a substitute was requested.

On or about the close of each marking period, there shall be an early dismissal day for PreK-8th grade students.

#### C. TEACHING ASSIGNMENTS

Each TEACHER shall receive his/her tentative teaching assignment for the upcoming school year prior to the last teacher day. It is understood that these assignments are tentative, and are subject to change, but any such changes shall be made known to the affected TEACHER(s) as soon as possible after such change is made.

#### D. EVENING CONFERENCES

PreK through 8th Grade - There shall be two evening conferences around the time of the close of grades of the first marking period. The time TEACHERS work those evenings shall be compensated for with an equal amount of time in early dismissal the Wednesday of Thanksgiving vacation and with an early dismissal the last working date prior to winter vacation.

There shall be one evening conference around the time of the close of grades of the second marking period. The time TEACHERS work that evening shall be compensated

for with an equal amount of time in early dismissal the last working day prior to spring vacation.

High School - There shall be two evening conferences, one midway through the first marking period and one midway through the third marking period. The time TEACHERS work those evenings shall be compensated for with an equal amount of time in early dismissals divided between the Wednesday of Thanksgiving vacation, the day prior to winter vacation, and the last working day prior to spring vacation.

## ARTICLE X

### SALARIES AND PROVISIONS

Salaries and payroll periods for the TEACHERS employed by the BOARD shall be in accordance with provisions of this Article.

- A. The salary and payroll schedule for the 2022 - 2023 school year is attached hereto, made part hereof, and marked **Exhibit “B”**.
- B. The salary and payroll schedule for the 2023 – 2024 school year is attached hereto, made a part hereof, and marked as **Exhibit “C”**.
- C. The salary and payroll schedule for the 2024-2025 school year is attached hereto, made a part hereof, and marked as **Exhibit “D”**.
- D. A TEACHER may be on a different salary step than the years of service.
- E. TEACHERS who worked less than 190 days shall be paid on a prorated basis.

Example: A TEACHER with a Bachelor's Degree employed on the 71st workday of the year that was placed on the first step of the salary schedule would have worked 120 days. This TEACHER would be paid on a prorated annual salary rate of 120 x the per diem rate of the Step 1 salary over the remaining number of pays. A teacher working 95 or more days will qualify for a full step movement in the following year, working 45-94 days will qualify for a half step movement and less than 45 days will not qualify for a step movement in the following year.

TEACHERS in this category will continue to have their average annual salary calculated on this basis for future years of employment.

- F. A TEACHER who resigns during a school year and is being paid on the basis of prorated salary as indicated in Paragraph E of this Article, shall have his/her salary recalculated. The final paycheck shall reflect the balance due based on the actual amount earned.
- G. A TEACHER who is disabled while performing assigned duties for the BOARD shall continue to accrue time for salary increments and seniority during the period when the TEACHER is entitled to Worker’s Compensation benefits. During said period, the affected TEACHER shall have one of the following options (for purposes of illustration see the Examples set forth in **Exhibit “E”**):
  - 1. Receive only those monies to which the TEACHER is entitled under Worker’s Compensation with no loss of accumulated sick leave, except for any leave days which the TEACHER(s) has utilized prior to payment of the Worker’s Compensation benefit.

2. Receive from the BOARD the salary difference between the TEACHER'S daily rate of pay (annual salary ÷ number of days in the work year) and the per diem rate received from Worker's Compensation until all accumulated sick leave days have been exhausted. It is understood by the parties that sick leave usage will be calculated on a pro-rated basis with the TEACHER being charged with the same percentage of sick leave day(s) as salary paid by the BOARD. i.e. A TEACHER receiving 60% of the daily rate from Worker's Compensation and 40% from the BOARD will be charged with 4/10 of a day against accumulated sick leave (remaining days to be rounded to the nearest tenth of a day).

H. In addition to the basic salary schedule referred to in the prior Paragraphs, the following salary provision shall be in effect during the course of this Agreement:

1. Special Education TEACHERS in a special education assignment and Speech TEACHERS in a speech/language assignment, while employed by the Pottstown School District, shall be paid the sum of Three Thousand Dollars (\$3,000.00) per year, throughout the term of this Agreement, above the amount paid to a regular teacher with a comparable degree and experience recognized by the Pottstown School District for salary purposes. In addition, a TEACHER overseeing an Emotional Support Classroom, shall be paid an additional Two Thousand Five Hundred Dollars (\$2,500.00) per year throughout the term of this Agreement above the amount paid to a TEACHER in a special education assignment and a TEACHER in a speech/language assignment as referenced in this Article.

I. General provisions for administration of TEACHERS' salary schedule:

1. Employment of TEACHERS

The following provisions shall be applicable to the employment of TEACHERS with experience:

The step on the TEACHERS' salary schedule, as evidenced by the minutes of the meetings of the BOARD (or other official records if not shown on the minutes) , shall be the salary step at which the TEACHER agrees to enter the service of the School District. By initial agreement, the BOARD in exercising its option to grant credit for experience in other districts or occupations, or for other reasons, may grant full credits, no credit, or may prorate the years of service in other school districts or occupations. In any case, the initial salary step at which the TEACHER enters the District shall be considered the TEACHER'S on-step salary, with subsequent salaries determined on the basis of the initial agreement at the time of employment.

2. Recognition of Undergraduates and Graduate Credits



The following provisions shall govern the recognition of undergraduate and graduate credits subsequent to the awarding of a regular school diploma, Bachelors Degree or Masters Degree. The intent of these provisions is to define recognition in terms of placing TEACHERS on various salary levels.

- a. Each TEACHER shall be on salary level consistent with his/her highest earned degree. The Masters equivalent shall continue to be recognized in those cases specifically included in state certification regulations or the School Laws of Pennsylvania. No other degree equivalent will be recognized for salary purposes.
- b. TEACHERS shall be placed on the B+15, or equivalent salary level, and granted salary increments at this level, only if the TEACHER holds the earned Bachelors Degree or comparable CTE certification and only for those credits earned after the degree is issued. No equivalent degree shall be recognized for the B+15 salary level.
- c. TEACHERS shall be placed on the M+15 or M+30, or equivalent salary levels, and granted salary increments at these levels, only if the TEACHER holds the earned Masters Degree or comparable CTE certification and only if the credits are earned after the issuance of the degree indicated. No equivalent degrees shall be recognized for the M+15 or M+30 salary levels.
- d. TEACHERS shall not be placed on the M+15 or M+30 salary levels, or paid increments at these levels, if graduate work is taken for personal advancement in a field other than the school assignment, or field(s) of certification. With pre-approval in writing by the Superintendent of Schools, graduate courses may be taken toward a certificate in an area of high need as determined by Pennsylvania Department of Education and/or as applicable to Pottstown School District. No more than 60% of the qualifying credits towards horizontal movement shall be in the form of CEUs (Continuing Education Units) or CECs (Continuing Education Credits).
- e. Only graduate credits are recognized for horizontal movement on the salary schedule. In unusual cases, or in cases where the TEACHER may wish to take an undergraduate course or a single graduate course in a field other than the field of certification and/or school assignment, the Superintendent of Schools may pre-approve the course, using the intent of these policies as a guide. No salary credit shall be recognized for such courses unless they are pre-approved in writing by the Superintendent of Schools.

- f. Salary increases for horizontal movements from one degree level to another shall be effective as of the beginning of each semester. The required official records and transcripts must be submitted to the office of the Superintendent by October 15/February 15, whichever is appropriate, of the applicable semester. Salaries will be revised retroactively to the beginning of the applicable semester, upon BOARD approval. Salaries will be revised for horizontal movements only if the appropriate date is met unless the TEACHER submits proof (in the form of a certified, registered or electronic mail receipt) that the transcript was requested within four weeks after the completion of the course.
  
- J. TEACHERS shall not be entitled to any salary increase for the school year following the issuance of an unsatisfactory rating on an end of year summative evaluation. Ratings shall be completed on the Pottstown School District's rating form as approved by the Pennsylvania Department of Education and signed by the District Superintendent. It is suggested that TEACHERS receiving an unsatisfactory rating in any year take additional study in the areas deemed weak by the administration. TEACHERS who receive an unsatisfactory rating shall, the year after receiving a satisfactory rating, be compensated at the next step on the salary schedule.

## ARTICLE XI

### REIMBURSEMENT FOR TUITION

A. The following provisions shall govern payments made by the BOARD to TEACHERS as reimbursement for actual tuition costs incurred during the term of this contract.

1. A TEACHER requesting reimbursement for tuition shall submit to the office of the District Superintendent a certified receipt (or canceled check and statement listing the price per credit charged by the institution) showing the actual tuition cost paid by the TEACHER for each course (excluding books, lab fees, etc.) taken at a college or university, in addition to an official transcript showing the grades received for all courses taken. This information shall be furnished to the office of the District Superintendent on or before September 30th, December 31st, March 31st and June 30th of each year. Payment of reimbursement will be processed only if these dates are met unless the TEACHER submits proof (in the form of a certified or registered mail receipt) that the transcript was requested within four weeks after the completion of the course. Payment of the reimbursement to the TEACHER shall be made within two (2) pay periods following Board approval.

A TEACHER who does not comply with the dates stated above and is denied reimbursement for tuition may not resubmit a request for reimbursement for those credits at a future time.

2. A TEACHER shall be entitled to reimbursement of tuition for credits taken beginning with the first year of continuous full-time contractual service with the BOARD.
3. Tuition reimbursement will be paid for only those courses where TEACHERS have earned grades of "A" or "B" on a letter grade system. Those currently in programs with Pass/Fail courses will be grandfathered through the end of this Agreement.
4. Reimbursement will not be paid by the BOARD for credits earned by a TEACHER beyond the Masters level credit.
5. A TEACHER must receive a satisfactory rating on the Pottstown School District's rating form as approved by the Pennsylvania Department of Education and signed by the District Superintendent during the year the courses are taken in order to be eligible for tuition reimbursement.
6. Reimbursement of tuition for credits shall be in the manner set forth in paragraph A. 1. of this Article. Suspended TEACHERS shall be reimbursed for credits earned while employed. Suspended TEACHERS

will not be reimbursed for credits earned during the period of their suspension unless later determined, by the investigative body, that the suspension was unfounded.

7. Reimbursement shall be for actual tuition costs for graduate courses or courses approved in writing by the District Superintendent or designee and completed during the period September 1, 2022 through August 31, 2025. TEACHERS earning a grade of “A” shall be reimbursed at the rate of one hundred (100%) percent of the actual tuition cost with TEACHERS earning a grade of “B” to be reimbursed at the rate of seventy-five (75%) percent of the actual tuition cost, provided, however, that the maximum allowable reimbursement per TEACHER for each year (September 1, 2022 to August 31, 2023, September 1, 2023 to August 31, 2024 and September 1, 2024 to August 31, 2025) of this Agreement shall be Six Thousand One Hundred (\$6,100.00) Dollars. The completion date of the course will determine which school year the tuition reimbursement is applied.
8. Prior to registration, a teacher seeking tuition reimbursement shall submit a request for same to the District Superintendent or his or her designee. Vocational TEACHERS will be reimbursed for approved undergraduate credits. Approved courses for all other TEACHERS must be post-baccalaureate graduate courses from an accredited college or university related to the teacher’s position in the District or toward another certificate, and educationally based. The TEACHER must submit with the pre-approval paperwork, documented institutional accreditation by either United States Department of Education or the Council for Higher Education Accreditation (“CHEA”). In the event all requirement set forth through this Article are met by the TEACHER, a request will be made for tuition reimbursement by the board in accordance with paragraph A. 1. Of this Article.
9. A TEACHER shall be required to reimburse the BOARD for all funds received as tuition reimbursement in the event a TEACHER leaves the employment of the Pottstown School District within two (2) years of receiving a tuition reimbursement as outlined through this Article. Signature on the teaching contract issued by the BOARD for TEACHERS hired during the period of this Agreement will be used as approval to withhold funds from final pay(s) to reimburse the District of said funds.

## ARTICLE XII

### METHOD OF PAYMENT

- A. TEACHERS' salary will be paid on a biweekly basis over a twelve-month period except for requests approved under the provisions of Paragraphs F and G of this Article. Direct Deposit of paychecks shall be mandatory for all employees. Employees will normally be paid in 26 installments, in the event the calendar year does not permit 26 pays, payment may be made in 25 or 27 installments.
- B. TEACHERS will receive their first pay in accordance with the payroll schedules attached as Exhibit "B", Exhibit "C" and Exhibit "D", respectively.
- C. TEACHERS, new or continuing, who begin work with the District after the first day of the school year will be paid their salary calculated by their per diem rate times (x) the number of days remaining in the school year divided by the number of pay periods remaining for the school year including the four summer pays. TEACHERS on paid sick leave, emergency leave, or unpaid leave of absence shall be considered as working.
- D. TEACHERS absent without pay for an extended period of time during the school year shall have their salary payments recalculated and be paid the adjusted salary divided by the number of pay periods remaining in the school year including the four summer pays.
- E. TEACHERS resigning their position with the BOARD will be paid the remaining salary due them not later than one pay period after the effective date of their resignation.
- F. TEACHERS who desire payment for the balance of the contract salary due them at the end of the school year may receive one lump sum payment on or before July 31st of each year of this Agreement provided that a written request for same is presented to the Business Administrator by January 1st of the school year in which the TEACHER wishes to receive said lump sum payment. TEACHERS who wish to receive their lump sum payment in each of the school years included in the terms of this Agreement may so indicate and such requests shall be honored by the administration.
- G. TEACHERS who desire payment of the balance of contract salary due them at the end of a school year to meet expenses of an emergency or for exceptional reasons may request one lump sum payment on the dates indicated in the preceding paragraph. Requests for lump sum payments for emergency or for exceptional reasons shall be submitted in writing to the Business Administrator on or before June 1st. These requests will be reviewed for payment by a committee of three (3) consisting of a representative appointed by the FEDERATION President, a representative appointed by the BOARD President, and the Business Administrator.

- H. In the event an error is made in accounting/computing salary by the office of the Business Administrator or any other authorized School District personnel, and notification of such error is communicated to the TEACHER in writing within ten (10) working days following the issuance of the payment, the TEACHER shall be required to return all such overpaid funds to the School District within ten (10) working days of receiving such notification. If, however, the TEACHER is notified of the error beyond the initial ten (10) day period, the TEACHER shall have ten (10) working days within which to either return all such overpaid funds to the School District or arrive at a satisfactory payment schedule with the School District. In the event it is determined that the School District has underpaid a TEACHER, the School District, upon verifying the underpayment, shall have ten (10) working days to issue said unpaid funds to the TEACHER.

## ARTICLE XIII

### PART-TIME CONTRACTUAL TEACHERS

#### A. Part-Time Contractual TEACHERS

TEACHERS employed directly by the BOARD to work less than a full day or less than a full year under the provisions of a temporary professional or professional contract shall be entitled to full rights under this Agreement subject to the conditions set forth herein. Said TEACHERS are not considered Long-Term Substitutes but instead are filling a contracted position for less than seven (7) hours per day or less than six (6) days in a six (6) day cycle rotation. Said TEACHERS shall:

1. Complete the duties and responsibilities assigned by the Administration and execute all BOARD policies and administrative regulations and be directly responsible to the building principal or immediate supervisor.
2. Be subject to the proper payment schedule as set forth in Salaries and Provisions of this Agreement.
3. Be paid on a salary step and educational level agreed upon at time of hire and when a full credit year of service has been completed, per agreed upon salary schedule.
4. Be members of the Public School Employees' Retirement System providing they meet the minimum requirements.
5. Be entitled to the following benefits only:
  - a. Sick Leave -The number of days to be prorated according to the percentage of time worked (based on 10 days for a full-time TEACHER) ; e.g., a half-time (50%) TEACHER working Monday to Friday, a.m. only, would be entitled to 10 half days of leave. A TEACHER working Monday, Wednesday, and Friday full days would be entitled to 60% or 6 days of leave.
  - b. Group Health Insurance and Vision and Dental Benefits - Should a TEACHER, as herein defined, elect to participate in such programs, the BOARD will pay a prorated percentage of the total applicable insurance premiums based on the percentage of time the TEACHER is contracted, multiplied by the percentage of premium paid by the BOARD. (Said TEACHER shall remit to the BOARD the remaining premium amount should such coverage be desired.)
  - c. Short-Term Unpaid Leave -Part-time contractual TEACHERS shall be entitled to short-term unpaid leave under provisions of this Agreement which addresses short-term unpaid leave.

6. Not be entitled to the following benefits:
  - a. Group Income Protection Insurance
  - b. Group Life Insurance
  - c. Personal Leave of Absence
  - d. Emergency Leave of Absence
  - e. Any additional benefits not enumerated in Section A, No. 5 of this Article.
7. Be awarded seniority calculated for each day worked. Upon accumulation of 190 full days worked, the TEACHER will be credited with an additional year of seniority.

**B. Long Term Substitutes**

TEACHERS employed directly by the BOARD to fill a temporarily vacated, but not vacant position, shall be considered Long Term Substitute TEACHERS to the extent allowed under the law. None of the provisions of this Article pertain to substitute TEACHERS employed on a day- to-day basis or as an Extended Term Substitute through another employer. Long Term Substitute TEACHERS shall be entitled to full rights under this Agreement subject to the conditions set forth in this Article and Agreement. Long Term Substitute TEACHERS shall:

1. Complete the same duties and responsibilities as a contracted TEACHER including executing all BOARD policies and administrative regulations and be directly responsible to the building principals or immediate supervisor.
2. Be paid, on a per diem basis, at the rate of One Hundred Ninety-Four Dollars (\$194.00) per full day throughout the term of this Agreement.
3. Be members of the Public School Employees' Retirement System, if applicable.
4. Be entitled to the following benefits only:
  - a. Sick Leave -The number of days to be prorated according to the percentage of time worked (based on ten (10) days for a full-time TEACHER.)
  - b. Group Health Insurance -The BOARD will contribute toward the cost of the premium in accordance with the Article of this Agreement addressing Group Health Insurance, for those TEACHERS who elect to participate. Following termination of employment, a TEACHER shall be allowed to continue his/her coverage in accordance with the Consolidated Omnibus



Budget Reconciliation Act of 1985 (COBRA) regulations. The continued coverage will be at the TEACHER'S expense.

- c. Dental Benefits -The BOARD will contribute the following amounts for Dental Benefits for Long Term Substitute TEACHERS:
    - (i) The BOARD's contribution shall not exceed \$130.00 per TEACHER for each year during the term of this Agreement (September 1<sup>st</sup> through August 31<sup>st</sup>).
  - d. Short-Term Unpaid Leave under the provisions of the Article of this Agreement addressing Short-Term Unpaid Leave.
5. Not be entitled to the following benefits:
- a. Group Income Protection Insurance
  - b. Group Life Insurance
  - c. Personal Leave
  - d. Emergency Leave
  - e. Jury Duty
  - f. Accumulated and unpaid sick time unless awarded a contract or granted another long-term substitute position in the immediately following school year.
  - g. Any additional benefits not covered in Section B, No. 5, of this Article.
6. Give two (2) weeks' notice if leaving prior to the previously agreed upon or understood end date of their contract.

ARTICLE XIV

EXTRA DUTY SALARIES

- A. Compensation for Department Chairs for which supplemental positions have been established shall be paid in accordance with the co-curricular activities schedule. Department Chairs may be disciplined or removed only in accordance with the Article pertaining to Just Cause of this Agreement. All other curriculum and co-curricular positions shall be appointments for one year only, terminable at the end of such year at the will of the BOARD with or without just cause in its sole discretion, but terminable during such year only in accordance with the Article pertaining to Just Cause of the Agreement.
  
- B. Compensation for curricular or co-curricular activities for which supplemental positions have been established shall be paid in accordance with the co-curricular activities salary schedule and subject to approval of the Board. The Board will stipulate how many paid assistants if any, an activity will receive.
  - 1. The co-curricular activities salary schedule for the 2022-2023, school year are attached hereto, made a part hereof, and marked collectively as **Exhibit “F”**.
  - 2. The co-curricular activities salary schedule for the 2023-2024, school year are attached hereto, made a part hereof, and marked collectively as **Exhibit “F”**.
  - 3. The co-curricular activities salary schedule for the 2024-2025, school year are attached hereto, made a part hereof, and marked collectively as **Exhibit “F”**.
  
- C. The following procedures will govern the administration of the salaries for co-curricular activities covered by this Contract.
  - 1. Unless otherwise stated below, a TEACHER shall enter at level one and move to level two after a full year of experience, and move from level two to level three after an additional year of experience in the same activity in the same educational level (Elementary, Middle, and High Schools).
  - 2. A TEACHER accepting a coaching position in another activity will be placed on the first level.
  - 3. A TEACHER who served as an assistant coach in an activity at the Middle School for two or more years and then accepts a position as an assistant coach at the High School in the same activity will be placed on the second level.

4. A TEACHER who served as an assistant coach in an activity at the Middle School for any number of years and accepts a position of head coach at the High School in the same activity will be placed on the first level.
5. A TEACHER who served as a head coach at level three at the Middle School and accepts an assistant position in the same activity at the Middle School will be placed on the third level.
6. A TEACHER who served as a head coach at level three at the Middle School and accepts an assistant position in the same activity at the High School will be placed on the third level.
7. A TEACHER who served as head coach at level three at the Middle School and accepts a head coach position in the same activity at the High School will be placed on the second level.
8. A TEACHER who served as head coach at the High School and accepts an assistant position in the same activity at the High School or the Middle School will be placed on the third level.
9. A TEACHER who served as head coach at the High School and accepts a head coach position in the same activity at the Middle School will be placed on the third level.
10. A TEACHER who served as an assistant coach in an activity at the High School for two or more years and accepts a position of head coach at the High School in the same activity will be placed on the second level.
11. A TEACHER who served as an assistant coach in an activity at the Middle School for two or more years and accepts a position of head coach at the Middle School in the same activity will be placed on the second level.
12. A TEACHER who served as an assistant coach at level one at the High School and accepts a head coach position in the same activity at the Middle School will be placed on the second level.
13. A TEACHER who served as an assistant coach at level two or level three at the High School and accepts a head coach position at the Middle School will be placed at the third level.
14. Experience as a coach in a sport during employment with another school district may be considered by the BOARD when establishing beginning salary.
15. A TEACHER who completes nine (9) years of continuous service in the same activity will move to the fourth level.

16. A TEACHER who completes fourteen (14) years of continuous service in the same activity will move to the fifth level.
17. Compensation for extended-season competition will be administered in accordance with **Exhibit "G"**.
18. Athletic coaches and assistant coaches will be paid their full stipend along with the first pay of the month: Fall - November; Winter - February; Spring - June)
19. Co-curricular positions shall be awarded to the most adequately prepared person as determined by experience and the interview process. This includes those people both in and outside of the FEDERATION; (e.g. TEACHERS or Non-teachers).
20. Year long co-curricular positions shall be paid their full stipend on the first (1<sup>st</sup>) pay period in June of each year.

ARTICLE XV  
SUMMER SCHOOL, EVENING SCHOOL, HOMEBOUND, AND CURRICULUM  
DEVELOPMENT SALARY RATES

TEACHERS employed between September 1, 2022 through August 31, 2025 for summer school, evening school, homebound, and curriculum development work performed during other than the regular working hours shall be paid at the hourly rate of Thirty-Five Dollars (\$35.00) per hour.

ARTICLE XVI

REIMBURSEMENT FOR IN-DISTRICT TRANSPORTATION

A TEACHER assigned to two (2) or more buildings within the District on the same working day shall be reimbursed for transportation costs. The rate of reimbursement shall be the rate approved as deductible under the provisions of the Internal Revenue Code. Payment for reimbursement will be made only after expenses have been incurred. TEACHERS requesting reimbursement shall use the forms designated by the BOARD.

ARTICLE XVII

REIMBURSEMENT FOR EXPENSES - PROFESSIONAL MEETINGS

- A. A TEACHER may request permission to attend professional meetings and conferences By submitting the required form to the office of the District Superintendent. Upon approval, the BOARD may reimburse the TEACHER for actual expenses, not to exceed the following maximums:

Breakfast	\$ 8.00
Lunch	\$12.00
Dinner	\$30.00

- B. In lieu of the above individual allotments, a TEACHER may be granted a flat Fifty Dollars (\$50.00) per day for any full day for meals not covered or provided by the conference/event registration fee while attending a professional meeting or conference, not to exceed actual cost. Luncheon meetings and banquets shall be reimbursed at actual costs. A TEACHER must submit all receipts together with a copy of the conference/event registration form to the Business Office in order to be reimbursed as provided for in this Article.

Transportation costs will be paid as follows:

Automobile	Internal Revenue Code approved deductible rate
Air	Tourist or Charter rate
Bus/Train	Standard Rates

## ARTICLE XVIII

### SENIORITY

- A. A Seniority is hereby defined as the number of consecutive years, or part thereof, contained in the most recent period of continuous service in and to the Pottstown School District, the beginning of which period shall be the date on which the professional employee is required to render and actually renders services to the School District.
- B. In the event of a tie in seniority under the provisions of Paragraph A, seniority shall be determined from the BOARD minutes in which are recorded the respective original appointments. When such dates are identical, the inverse order of BOARD appointments, as determined by the date the employee accepted the job offer, shall constitute the most senior member. When a determination by the date of job acceptance cannot be made, a lottery shall be used to break all ties and establish the senior member.
- C. Seniority shall continue to accrue during periods of suspensions but shall not be counted for computation of salary. Seniority shall also accrue for all approved unpaid leaves of absence up to six accumulated days in any one school year. The period of time of an approved unpaid leave of absence in excess of six days shall not be counted as a period of service for the purpose of computing seniority or salary, except as otherwise noted in this Agreement. Such periods shall not constitute a break in service.
- D. Unapproved leaves of absence shall constitute a break in service for the purpose of computing seniority. All service rendered prior to such break shall not be considered in computing seniority or salary.
- E. Rights afforded to tenured TEACHERS under Section 1125.1 of the Pennsylvania School Code shall also be extended to non-tenured TEACHERS, with the understanding that no tenured TEACHER shall be subject to suspension before those TEACHERS who lack tenure but have the same certification.



ARTICLE XIX

REDUCTION IN FORCE

The District alone shall have the exclusive right to decide when a reduction in staff shall take place; however, reduction in staff shall be accomplished according to Sections 1124 and 1125.1 of the Pennsylvania Public School Code, as amended.

ARTICLE XX

GROUP HEALTH INSURANCE

- A. The FEDERATION and the BOARD hereby agree that the following insurance plans shall be offered and remain in effect beginning September 1, 2019 through the end of the term of this Agreement:
- (i) Keystone Point of Service C1-F1-01;
  - (ii) Personal Choice C2-F2-02; and
  - (iii) Personal Choice 10/20/70.
- B. TEACHER contributions toward the total cost of the annual premium for the plan selected shall be calculated in the following manner:
- (i) Beginning September 1, 2022 through the end of the term of this Agreement, TEACHERS shall contribute an amount equal to Twenty Percent (20%) of the cost of the total annual premium selected.
  - (ii) Beginning with the start of the 2023-2024 school year, contributions shall be deducted over twenty-two (22) pays annually.
- C. The TEACHER through mandatory payroll deductions, shall pay the amounts required by the TEACHER as outlined through this Article.
- D. A TEACHER may choose only one plan for health insurance coverage. Married couples, both of whom are working for the School District, shall be entitled to one health benefit plan.
- E. During the term of this Agreement, each TEACHER who selects coverage under a plan and consents to the deduction from pay of the TEACHER's cost of the health plan premium, as set forth above, as long as permitted under the Internal Revenue Code of 1986, as amended, the BOARD agrees to sponsor a "Cafeteria Plan" as set forth in the Internal Revenue Code, Section 125, and the regulations promulgated thereunder to permit TEACHERS eligible for health plan benefits to elect any of the following:
- 1. To select coverage under any of the health insurance plans listed in this Article and to pay the TEACHER'S share of the premiums determined above deducted from the TEACHER'S pay on a pre-federal income and FICA tax basis; or
  - 2. To decline all coverage.
- F. Any changes to the TEACHER's election will be subject to the requirements of the Vendor of the applicable plan and applicable law, including, but not limited to, Internal Revenue Code, Section 125. The Section 125 Plan shall be the

exclusive basis upon which such TEACHER may pay for the TEACHER's share of the premium cost.

- G. Under this Section 125 Plan, eligible TEACHERS shall, prior to the period of time designated by the BOARD as the "Plan Year", as required by federal tax law requirements, in addition to the option of selecting coverage under the health benefit plan for the upcoming Plan Year, also shall have the option to elect not to be covered under any BOARD sponsored health benefit plan, upon providing written confirmation from the insurance provider of alternate coverage.
- H. The BOARD shall have in effect a Flex Spending program which shall include an initial annual cap of the IRS limit for medical together with the maximum allowable by law for family care.
- I. Any TEACHER who waives all coverage for the TEACHER, the TEACHER's spouse, and all dependent(s), or if the TEACHER does not have a spouse or dependent(s), then the TEACHER, for a contract year, shall be eligible to receive payment in lieu of coverage equivalent to 25% of the cost of single annual coverage of the least expensive plan first upon providing written proof of alternate coverage. This amount will be paid over twenty-six (26) pay periods. This election must be made annually during the open enrollment period in order to be eligible for the bonus referenced in this subparagraph and the failure to opt out of coverage will obligate the TEACHER to pay for single coverage for the ensuing enrollment period.
- J. Any TEACHER who has so waived coverage and received a payment in lieu of coverage and (i) is permitted under the terms of Section 125 Plan to revoke the TEACHER's waiver for the remainder of the contract year or (ii) terminates employment prior to the end of the school year for which coverage has been waived, agrees to reimburse the BOARD (and be deemed to have authorized the payroll withholding therefore) for an amount equal to the number of working days left in the contract year on the date of revocation or termination over the total working days in the school year times the cash bonus payment.
- K. Any payment in lieu of coverage is not considered as part of the TEACHER's base salary and will not be reported to the Pennsylvania School Employees' Retirement System (PSERS) for the purpose of retirement.
- L. A TEACHER may renew within one calendar year provided there has been a qualifying event and the carrier will allow such re-enrollment provided the TEACHER returns the payment in lieu of coverage to the District in its entirety.
- M. The BOARD will pay the percentage of cost of the health plan premium, as described above, for the TEACHER, the TEACHER's spouse, and all children up to twenty-six (26) years of age. The ages listed in the subparagraph are subject to

adjustment in accordance with applicable law as may be enacted during the term of this Agreement.

- N. Upon application to and acceptance by the insurance carrier, TEACHERS may also include children up to twenty-six (26) years of age who are incapable of self-support due to a physical or mental handicap which occurred prior to age nineteen (19), and who were eligible for coverage and were dependents prior to age nineteen (19). The ages listed in the subparagraph are subject to adjustment in accordance with applicable law as may be enacted during the term of this Agreement.
- O. The health insurance coverage will be made available to TEACHERS and their children deemed eligible by law, beginning with the day the TEACHER submits the required application forms to the School District Business Office, providing the TEACHER begins work before the fifteenth (15th) day of the month coverage is to begin. If the TEACHER begins work on the fifteenth (15th) day of the month or thereafter, coverage will be effective the first day of the following month. Following termination of employment, a TEACHER shall be allowed to continue coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) regulations. The continued coverage will be at the TEACHER's expense.
- P. TEACHERS who are on sabbatical leave, or who are entitled to full payment of salary while on approved sick leave, bereavement leave, personal leave, emergency leave, and/or leave for serving jury duty may continue their health insurance coverage with the BOARD paying their share of the premium, as described in this provision.
- Q. TEACHERS on any type of unpaid leave of absence for one (1) to six (6) days inclusive in any one school year may continue to participate in the health insurance plan with the BOARD paying their share of the health insurance premium, as described previously in this Article.
- R. TEACHERS on any type of unpaid leave of absence for more than six (6) days in any one school year may continue to participate in the health insurance plan at their own expense (but subject to the provisions of FMLA). The amount of monthly premium to be paid by the TEACHER shall be prorated on a daily basis.
- S. TEACHERS already having comparable insurance coverage for themselves and/or their dependents may sign waiver cards electing not to carry this coverage and authorizing the School District to remove them from said coverage. The FEDERATION shall aid and assist in obtaining waivers from its members where double coverage would otherwise be involved.

- T. Individual TEACHERS are responsible for reporting changes in dependents or types of coverage by completing the required forms and submitting same to the Business Office.
- U. Details of the group insurance benefits are available to TEACHERS on the District intranet.
- V. The District and the Federation acknowledge the uncertainty regarding various portions of the Patient Protection and Affordable Care Act (ACA) and its implementing regulations. For example, the parties recognize that the excise tax or so-called “Cadillac” tax (Section 9001), which is imposed on the value of health insurance benefits that exceed thresholds established by Congress, is currently set to be effective beginning with the 2023 tax year. The parties also acknowledge the possibility that ACA and/or the implementing regulations may be changed or repealed, including the excise tax. As a result, the District and the Federation have agreed that, in the event that the District expects that its health insurance costs will exceed excise tax thresholds in 2023, the District will provide information to the Federation, including premium renewals and all assumptions used in calculating premium or premium equivalent, no later than August 15, 2023. The parties will meet to attempt to reach agreement as to the minimum changes necessary to avoid the excise tax threshold in 2023. In the event that the parties cannot reach agreement, each side will submit a package of proposed changes to the plan that are the minimum necessary to avoid the tax in 2023 to an arbitrator selected pursuant to the grievance and arbitration provisions of this Agreement. The arbitrator will review each package and select the package that is the least disruptive to the participants. While the excise tax is in effect, the parties will follow the same process in subsequent years.

ARTICLE XXI

PRESCRIPTION DRUG PLAN

- A. Effective September 1, 2022 through the end of the term of the Agreement, TEACHERS shall contribute an amount equal to Five Percent (5%) of the total cost of the premium charge for the Prescription Drug Plan available for TEACHERS which will include a Ten Dollar (\$10.00) co-pay for select formulary generic drugs, a Thirty-Five Dollar (\$35.00) co-pay for select formulary brand name drugs, and a Fifty Dollar (\$50.00) co- pay for non-select formulary drugs with TEACHERS to be responsible to pay the difference in the premium through mandatory payroll deduction. Beginning with the start of the 2023-2024 school year, contributions under this Article shall be deducted over twenty-two (22) pays annually.
- B. Married couples, both of whom are working for the School District, are entitled to have only one (1) Prescription Drug Plan with the District.
- C. The District will institute an IRS Section 125 plan that will permit TEACHER's contributions for premiums deducted from the TEACHER's pay on a pre-federal income and FICA tax basis. The same terms and details for the Section 125 plan included in the Article pertaining to Group Health Insurance (and in particular paragraphs E, F, G, and J) pertain to the Prescription Drug Plan.
- D. Children of a TEACHER- may also be included as part of this insurance plan up to (twenty-six) 26 years of age. The ages listed in the subparagraph are subject to adjustment in accordance with applicable law as may be enacted during the term of this Agreement.
- E. Upon application to and acceptance by the insurance carrier, TEACHERS may also include unmarried dependent children up to twenty-six (26) years of age who are incapable of self-support due to a physical or mental handicap which occurred prior to age nineteen (19), and who are eligible for coverage and were dependents prior to age nineteen (19). The ages listed in the subparagraph are subject to adjustment in accordance with applicable law as may be enacted during the term of this Agreement.
- F. The Prescription Drug Plan will be made available to TEACHERS and their children up to twenty-six (26) years of age, beginning with the day the TEACHER submits the required application forms to the School District business office, providing the TEACHER begins work before the fifteenth (15th) day of the month coverage is to begin. If the TEACHER begins work on the fifteenth (15th) day of the month or thereafter, coverage will be effective the first day of the following month. Following termination of employment, a TEACHER shall be allowed to continue coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) regulations. The continued coverage will be at the TEACHER's expense.

- G. TEACHERS who are on sabbatical leave or who are entitled to full payment of salary while on approved sick leave, bereavement leave, personal leave, emergency leave, and/or leave for serving on jury duty may continue their Prescription Drug Plan with the Board paying their portion of the cost of the premium as described in Paragraph A
- H. TEACHERS on any type of unpaid leave of absence for one (1) to six (6) days inclusive in any one school year may continue to participate in the Prescription Drug Plan with the BOARD paying their share of the premiums as described in Paragraph A.
- I. TEACHERS on any type of unpaid leave of absence for more than six (6) days in any one school year may continue to participate in the Prescription Drug Plan at their own expense but subject to provisions of the Article relating to Family and Medical Leave. The amount of monthly premium to be paid by the TEACHER shall be prorated on a daily basis.
- J. TEACHERS already having comparable Prescription Drug Plan coverage for themselves and/or their dependents may sign waiver cards electing not to carry this coverage and authorizing the School District to remove them from said coverage.
- K. Information describing the details of Prescription Drug Plan benefits are available to TEACHERS on the District Intranet.

ARTICLE XXII

DENTAL AND VISION BENEFITS

Subject to the contribution limits set forth herein, the BOARD shall contribute for each participating TEACHER the premiums certified by the Pennsylvania Federation of Teachers Health and Welfare Fund in order to provide dental and orthodontic care during the length of the contract. Said funds shall be administered by the PaFT Health and Welfare Fund and shall be subject to the rules and regulations thereof. The BOARD shall also offer a vision plan to TEACHERS as provided to other employees of the District.

- A. Beginning September 1, 2022 through the end of the term of this Agreement, the BOARD'S contribution shall not exceed an average of \$600.00 per teacher each year.
- B. The Dental and Vision Benefits will be made available to TEACHERS and their dependents beginning with the day the TEACHER submits the required application forms to the School District Business Office, providing the TEACHER begins work before the fifteenth (15th) day of the month coverage is to begin. If the TEACHER begins work on the fifteenth (15th) day of the month or thereafter, coverage will be effective the first day of the following month. Following termination of employment, a TEACHER shall be allowed to continue in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) regulations. This continued coverage will be at the TEACHER'S expense.
- C. TEACHERS who are on sabbatical leave, or who are entitled to full payment of salary while on approved sick leave, bereavement leave, personal leave, emergency leave, and/or leave for serving on jury duty, continue to receive Dental and Vision benefits with the BOARD paying its share of the premium.
- D. TEACHERS on any type of unpaid leave of absence for one (1) to six (6) days inclusive in any one school year may continue to participate in the Dental and Vision plan with the BOARD paying its share of the premium.
- E. TEACHERS on any type of unpaid leave of absence for more than six (6) days in any one school year may continue to participate in the Dental and Visions plan at their own expense (but subject to the provisions of the Article relating to Family and Medical Leave). The amount of monthly premium to be paid by the TEACHER shall be prorated on a daily basis.
- F. TEACHERS already having comparable Dental and Vision benefits coverage for themselves and/or their dependents may sign waiver cards electing not to carry this coverage and authorizing the School District to remove them from said coverage. The FEDERATION shall aid and assist in obtaining waivers from its members where double coverage would otherwise be involved.



- G. Descriptions of the details of the Dental and Vision benefits are available to TEACHERS on the District intranet.

ARTICLE XXIII

GROUP LIFE INSURANCE

The following life insurance benefit shall be available during the life of this contract.

- A. The BOARD will provide term life insurance for each TEACHER in the amount equal to one year of the TEACHER'S annual salary.
- B. TEACHERS who are on sabbatical leave or who are entitled to full payment of salary while on approved sick leave, bereavement leave, personal leave, emergency leave, and/or leave for serving on jury duty may continue their life insurance coverage with the BOARD paying its share of the premium.
- C. TEACHERS on any type of unpaid leave of absence for one (1) to six (6) days inclusive in anyone school year may continue to participate in the life insurance plan with the BOARD paying its share of the premium.
- D. TEACHERS on an unpaid leave of absence for more than six (6) days who intend to continue to be on an unpaid leave of absence shall have their group life insurance terminated at the end of the month during which they last actually worked unless they submit a written statement to the Business Administrator requesting that their life insurance coverage be continued.
- E. TEACHERS of the School District who continue their group life insurance while on an unpaid leave of absence for more than six days shall reimburse the School District for the cost of the premium.
- F. Certificates of insurance shall be issued to those TEACHERS participating in the plan which will fully describe detailed provisions regarding this coverage.

ARTICLE XXIV

DISABILITY/GROUP INCOME PROTECTION PLAN

- A. A Disability/Group Income Protection Plan comparable with that in effect during the 2021-2022 school year shall continue during the term of this Agreement, the full premium cost to be paid by the BOARD.
  
- B. The following provisions and benefits shall be applicable:
  - 1. In the event that a full-time salaried TEACHER is absent from work as a result of an illness or an injury, the TEACHER will be entitled to benefits beginning with the twenty-second (22nd) consecutive calendar day of absence or the first day after the TEACHER has used all accumulated sick leave, whichever occurs later.
  - 2. The amount of the benefits payable will be fifty percent (50%) of gross salary, not to exceed a benefit of Two Thousand Dollars (\$2,000.00) per month.
  - 3. The Income Protection Plan will pay benefits for a period of fifty-two (52) weeks.
  - 4. All full-time salaried TEACHERS are automatically covered by the Income Protection Plan. There is no waiting period or medical examination required.
  - 5. TEACHERS are not entitled to Income Protection insurance benefits while drawing pay for sick leave, sabbatical leave, or any other type of salary payment made by the School District.
  - 6. TEACHERS on an unpaid leave of absence for more than six (6) days in a school year will not be covered by the Income Protection Plan, unless said absence is a result of personal illness or injury.
  - 7. If a TEACHER is absent as a result of an injury covered by Worker's Compensation insurance, the benefits under Worker's Compensation insurance will be deducted from those payable under the Income Protection Plan.
  - 8. The Income Protection Plan does not include any benefits for medical expenses.
  
- C. Income Protection insurance coverage will be continued at BOARD expense for TEACHERS who are entitled to full payment of salary while on an approved bereavement leave, personal leave, emergency leave, and/or leave to serve on jury duty. Coverage will also be continued at BOARD expense for TEACHERS on sick leave with or without pay.

- D. TEACHERS on any type of unpaid leave of absence for one (1) to six (6) days inclusive in any one school year or on childbearing leave will continue their income protection insurance coverage with the BOARD paying the full cost of the premium.
- E. TEACHERS on any type of unpaid leave of absence for more than six (6) days in any one school year may not continue their income protection insurance coverage while on unpaid leave of absence except as noted in the two preceding paragraphs.

ARTICLE XXV

FAMILY AND MEDICAL LEAVE

- A. Each full-time employee will be allowed to utilize sick days for the care of his/her immediate family. The days allowed for such purpose will be deducted from accumulated sick leave.
- B. 1. The following provisions of this Article of the Agreement apply only to leave taken pursuant to the Family and Medical Leave Act of 1993 (herein “the Act”).
2. Eligibility for leave taken pursuant to the Act shall be determined by the language of the Act itself; this section of the Agreement supplements and clarifies, but does not supersede, the mandates of the Act.
3. Consistent with the Act, employees are entitled to twelve (12) work weeks of unpaid leave for every twelve (12) consecutive calendar months and during which time period a TEACHER worked at least 1,250 hours for the following:
- (a) care for a newborn child of an employee;
  - (b) placement of an adoption or foster child with employee;
  - (c) caring for an ill spouse, child, or parent of employee who has a serious health condition;
  - (d) employee unable to work due to a serious health condition of his/her own;

In the case of leave taken for birth or adoption, leave may only be taken within the first twelve (12) months following the date of birth or placement/adoption.

4. The types of leave described in the preceding paragraph are not cumulative; an employee receives an aggregate of twelve (12) weeks per calendar year pursuant to the Act (ex.- employee does not receive twelve (12) weeks for newborn child and twelve (12) weeks for a serious health condition both within the same twelve (12) month period) .
5. In those areas where spouses both work for the District, the two of them receive only one twelve (12) week leave period per year for purposes of childbirth, adoption, or care of a seriously ill parent/spouse/child; each is entitled to a separate twelve (12) week leave as such might relate to his or her own serious health condition.
6. When leave relates to the birth of a child or the placement or adoption of a child, it shall be taken all at one time, and not intermittently.

7. Intermittent use of leave under the Act is permissible when related to a serious health condition, subject to the following:
  - (a) when the need for intermittent use of the leave is foreseeable (ex.- scheduled periodic medical treatments), and would comprise more than twenty (20) percent of the pupil days in that school term, the employee shall schedule the leave with the District in advance for fixed, predetermined intervals so that the District can arrange for the use of substitutes with minimal disruption, AND/OR at the election of the District, the teacher may be transferred for the duration of that school term to an alternative position which provides the same pay and benefits and which better accommodates recurring periods of leave so as to cause minimal teaching disruption.
  - (b) In addition to the above, in an effort to create the least disruption to students, the District may, as the BOARD deems appropriate, prohibit a TEACHER's return to the classroom if less than three (3) weeks remains in the semester at the time of their requested return.
8. Employee shall provide the District with at least thirty (30) calendar days' notice of an intention to take a leave pursuant to the Act. When the nature of a serious health condition or pregnancy or placement of a child makes it impossible to provide such notice, the employee shall provide notice as immediately as is practicable.
9. In the case of any leave that relates to a serious health condition, the employee shall obtain from his or her health care provider, and turn over to the District, a certification in the U.S. Department of Labor FMLA form (a copy of which is attached as **Exhibit "H"**) of the serious health condition which includes:
  - (a) the date on which such condition commenced;
  - (b) the probable duration of the condition;
  - (c) a brief description of the medical facts upon which the diagnosis of the condition is made;
  - (d) as applicable, that the employee cannot perform his or her tasks, or that the employee is needed to care for his or her child/spouse/parent;
  - (e) when the leave is intermittent, the expected dates of the planned medical treatment and a statement that intermittent use of the leave is medically necessary;
  - (f) when intermittent and related to the care of the employee's child/spouse/parent, an additional statement that the employee's leave will assist in the recovery of that person.

10. The District may, in its sole discretion, and at its expense, order the employee to obtain a second opinion from a physician of the District's choosing, concerning any affirmation provided by the health care provider who issued the certificate, in the event that the second opinion differs from that which is stated in the original certification, the District and employee shall jointly agree upon a third health care provider to provide an opinion, at the expense of the District, and the opinion of that third health care provider shall be binding upon both parties.
11. The District may request that the employee obtain re-certifications from his/her health care provider, on a reasonable basis.
12. In the event that an employee does not make a timely return following the conclusion of leave pursuant to this Act, then, unless the failure to return is for reasons beyond the control of the employee, the District may recover from the employee all premiums which were paid on the employee's behalf for health care coverage during the entire period of the preceding unpaid leave.
13. During the period of leave under the Act, the employee is not entitled to any accrual of seniority or employment benefits for the period of leave, and the employee retains only such rights, benefits and position of employment as would be held in the event that leave was not taken.
14. The District may from time to time and as it best sees fit contact any employee during a period of leave under this Act to determine the employee's status and intention to return to work.
15. FMLA time and paid time off will run concurrent to each other.

## ARTICLE XXVI

### CHILDBEARING/CHILDREARING LEAVE OF ABSENCE

- A. A Childbearing/Childrearing leaves of absence shall be granted in accordance with the provisions of this Article.
- B. Definitions
1. Childbearing- That period of time during which a TEACHER is physically disabled as a result of pregnancy (including miscarriage, abortion, and related disabilities), and cannot perform her usual assigned duties.
  2. Childrearing- That period of time during which a TEACHER is no longer physically disabled, but continues on unpaid leave of absence, caring for the needs of her child. This particular paragraph shall be equally applicable to the mother and the father in accordance with current laws and regulations and includes children by birth or adoption.
  3. Pregnancy- The state of being in gestation. Pregnancy is a physiological process.  
  
Pregnant women, however, have a variable degree of disability on an individual basis during which time they are unable to perform their usual activities.
- C. Childbearing Leave of Absence
1. A TEACHER anticipating giving birth to a child will request in writing to the District Superintendent or his/her designee for childbearing leave of absence as soon as pregnancy is confirmed by a physician but shall make application not later than three (3) months after confirmation. This written notification shall include a statement indicating the anticipated date when the childbearing leave will begin.
  2. A TEACHER will begin a childbearing leave of absence at such time as her physician indicates that continued employment would be detrimental to the TEACHER or the students. For purposes of this paragraph only, a TEACHER shall be permitted to submit a note from a licensed nurse practitioner to begin paid childbearing leave indicating that continued employment would be detrimental to the TEACHER or the students. A confirming note from the TEACHER'S treating physician shall be provided to support, or deny, the determination rendered by the nurse practitioner within five (5) working days following the date of the original note from the nurse practitioner. In the event a note from the TEACHER'S treating physician is not received within the said five (5) day period, then and in that event, said leave of absence shall be unpaid



and shall date back to the date the note from the nurse practitioner was first provided to the District Superintendent or his/her designee.

3. When the anticipated date of birth is established, the TEACHER shall inform the District Superintendent. TEACHERS requesting a childbearing leave are urged to comply, to the extent possible, with the BOARD'S request that the TEACHER give notice of such actual date when childbearing leave will begin at least thirty (30) calendar days before such date.
4. Disability for childbearing
  - a. During the period of disability for childbearing, the TEACHER shall be entitled to the same pay and benefits as other temporarily disabled TEACHERS providing the TEACHER has sufficient sick leave days to cover the period of disability.
  - b. The period of disability for childbearing shall be assumed to be six (6) weeks.
  - c. Exceptions to this six (6) week period will be granted on an individual basis by the District Superintendent depending upon justification and documentation from a physician. The BOARD may require a review and examination by a physician selected by it.
  - d. A TEACHER while on childbearing leave of absence will accrue time for seniority and salary increments only during the period of disability as described in Paragraph C of this Article.
5. TEACHERS not requesting a childrearing leave are expected to return to work at the conclusion of the six (6) week disability period. The District Superintendent may request a statement from her physician stating that she is physically able to return to active employment.

D. Childrearing Leave

1. An approved childrearing leave of absence shall be in effect for a maximum of twelve (12) months following the birth or adoption of a child. At the discretion of the BOARD of School Directors, the childrearing leave of absence may be extended up to an additional twelve (12) months. No additional extensions will be considered by the BOARD.

2. The TEACHER shall notify the District Superintendent in writing of her or his intention to return to work at least ninety (90) calendar days prior to the expiration of her or his childrearing leave of absence.
3. The BOARD maintains a flexible position on when employees may return to service from childrearing leave and suggests that employees time the return from unpaid leave to fall on the start of a semester (mid-January or as identified on the official District calendar) or school year. The BOARD also maintains the right to deny requests that may be detrimental to the welfare of children attending the Pottstown public schools, handicap the educational program, or reduce the efficiency of services that may result in increased costs to the School District.

E. Status of TEACHER on Childrearing Leave of Absence

Except for the specific period of disability associated with childbearing, a TEACHER on childrearing leave of absence shall be considered to be on a leave of absence without pay. The TEACHER, while on unpaid leave of absence, shall not be entitled to any benefits (subject to the provisions of the Article of this Agreement pertaining to unpaid leave), accumulation or use of sick leave, salary increments, or payments on behalf of the TEACHER to the Public School Employees' Retirement System.

F. A TEACHER returning from a childrearing leave of absence will be subject to the following conditions:

1. A TEACHER will not suffer a loss in seniority which accrued immediately prior to the childrearing leave of absence.

G. Upon return to employment following a childbearing/childrearing leave of absence, the Pottstown School District shall offer the TEACHER the position she or he held prior to the childbearing/childrearing leave of absence or a substantially equivalent position (in pay and skill) as is available within the District at the time of return, while causing the least disruption possible for students.

## ARTICLE XXVII

### PERSONAL LEAVE OF ABSENCE

- A. TEACHERS up to and including the fourth (4th) year of consecutive service with the BOARD are entitled to two (2) days of personal leave and those TEACHERS in their fifth (5th) year of consecutive service with the BOARD and thereafter are entitled to three (3) days of personal leave during the regular school term without loss of compensation in accordance with the following provisions.
- B. “Year of Consecutive Service” shall be defined so as to include the current year of employment with the Pottstown School District.
- C. “Day(s)” refer to the number of days allowed during a school year without the loss of pay.
- D. The following conditions govern the approval of requests for personal leave days:
  - 1. TEACHERS requesting personal leave shall complete the proper form, receive approval of their building principal and then submit the required form to the District Superintendent’s office at least five (5) calendar days in advance.
  - 2. A TEACHER may use all of their personal leave of absence on consecutive working days within a given school year.
  - 3. Personal leave days may not be used the working day before or the working day after the winter vacation or the spring vacation.
  - 4. Personal leave days may not be used in conjunction with an unpaid leave of absence.
  - 5. The number of requests approved for personal leave for any day will be limited to two (2) TEACHERS assigned per elementary school, three (3) for the Middle School, and five (5) for the High School, the total number for the District not to exceed four percent (4%) of the total number of TEACHERS employed by the BOARD. If the number of requests received exceeds the stated maximums, they will be approved in the order received in the office of the District Superintendent.
  - 6. No personal leave days may be used the first ten (10) working days of the school term or the last ten (10) working days of the school term with the exception of marriage of an immediate family member, restricted to one day only (as defined in Section 1 154(b) of the Public School Code of Pennsylvania, as amended).
  - 7. Personal leave may not be used any day or days when an in-service program is scheduled in the District. Exceptions will be made for

approved days that fall on in-service days and/or the working day before or the working day after the winter vacation and/or spring vacation that have been scheduled after the approval of the personal day (e.g. - approved changes to the District calendar).

8. A TEACHER may convert one (I) personal day to an emergency day so long as the request to do so complies with the requirements involving emergency leaves of absence as hereinafter set forth in the Article pertaining to Emergency Leave of Absence.
9. No reason will be required of the TEACHER regarding the request for personal leave.
10. TEACHERS shall not request a personal leave day for any reason that may reflect negatively on either the teaching profession or the BOARD.
11. Any unused personal leave will automatically be added to the TEACHER'S accumulated sick leave unless the TEACHER submits a written request to the Business Administrator by June 15th exercising the option to be paid at the rate of Twenty Dollars (\$20.00) per day.

## ARTICLE XXVIII

### EMERGENCY LEAVE OF ABSENCE

- A. TEACHERS, up to and including their nineteenth consecutive year of service with the BOARD, are entitled to one (1) day of emergency leave and those TEACHERS with twenty (20) or more years of consecutive service with the BOARD are entitled to two (2) days of emergency leave during the school term without loss of compensation. Requests for emergency leave of absence shall be submitted on the proper form to the District Superintendent in advance of the day of absence whenever possible.
- B. “Year of Consecutive Service” shall be defined so as to include the current year of employment with the Pottstown School District.
- C. “Day(s)” refers to the number of days allowed during a school year without the loss of pay.
- D. Emergency leave of absence shall be granted TEACHERS for the following reasons:
  - 1. Emergency to a TEACHER’S home or personal property.
  - 2. Serious accident or illness to a member of the immediate family as defined in Section 1 154(b) of the Public School Code of Pennsylvania, as amended.
  - 3. Birth or adoption of a son or daughter.
  - 4. Funeral of a close friend or extended family member.
  - 5. Appearance as a plaintiff, defendant or witness in a legal case.
  - 6. Immediate family (as defined in Section 1 154(b) of the Public School Code of Pennsylvania as amended) leaving for overseas military service (one day -one additional day, if TEACHER qualifies, if point of departure is more than 300 miles from Pottstown).
  - 7. Physical examination required for induction into any of the United States Armed Services.
  - 8. Transporting a TEACHER’s dependent child to or from a secondary or post secondary educational institution at the beginning or end of a school term.
  - 9. Attending a graduation or other public ceremony honoring the TEACHER or a member of a TEACHER’s immediate family (as defined by Public School Code of Pennsylvania).

10. For extension of bereavement leave in the case of a death of a member of the TEACHER'S immediate family.
11. Other legitimate requests for Emergency leave of absence may be approved by the District Superintendent. Decisions shall be at the sole and exclusive option of the District Superintendent with any response provided being final and determinant

ARTICLE XXIX

BEREAVEMENT LEAVE

- A. When a TEACHER shall be absent from duty because of a death in the immediate family of said Teacher, there shall be no deduction in salary for an absence not in excess of five (5) school days. In this article, immediate family is defined as father or mother [including step or in-law]; husband, wife, brother or sister [including step or in-law]; son or daughter [including step or in-law]; grandchild, grandparent, life partner or a near relative who resides in the same household or any person for whom the employee is the primary caregiver or with whom the employee has made his/her home. This definition of immediate family does not apply to FMLA requests. Those requests must follow the guidelines as indicated by the U.S. Department of Labor for purposes of FMLA.
  
- B. When a TEACHER is absent because of the death of a near relative, there shall be no deduction in the salary for absence on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece or nephew.

ARTICLE XXX

UNPAID LEAVE OF ABSENCE

- A. Except as provided in Paragraph B of this Article, TEACHERS absent without pay during any school year will be given credit for the first six (6) days of absence when calculating future salary. Credit will not be given for the purpose of calculating future salary for those days beyond the first six (6) days of unpaid absence in any one school year. Salary for subsequent years will be determined as illustrated in Paragraph E of Salaries and Provisions.
- B. TEACHERS granted unpaid leave of absence in excess of six (6) days in any one school year shall suffer no loss of seniority or service credit only if such unpaid leave of absence was granted for one or more of the following reasons:
1. Disaster to a TEACHER'S home or personal property.
  2. Serious accident or illness to a member of the immediate family as defined in Section 1154(b) of the Public School Code of Pennsylvania (subject to the provisions of the Article pertaining to FMLA).
  3. Birth or adoption of a son or daughter (subject to the provisions of the Article pertaining to FMLA).
  4. Funeral of a close friend.
  5. Appearance as a plaintiff, defendant or witness in a legal case.
  6. Son or daughter leaving for overseas military service.



ARTICLE XXXI

JURY DUTY

- A. Notwithstanding any other provisions of this Agreement, TEACHERS called to serve on jury duty are authorized to be absent for this purpose and shall receive as compensation the difference between their regular salary and the salary provided for jury duty.
- B. TEACHERS may, at their discretion, receive full salary from the BOARD providing they submit a written request to the Business Office prior to serving on jury duty and agree in writing to turn over to the BOARD the compensation (not including reimbursement for expenses) received for serving on jury duty.
- C. TEACHERS shall report for work in the District on any school day when their presence is not required for jury duty.

ARTICLE XXXII

ACCUMULATED SICK LEAVE PAYMENT

- A. Retirement:
1. Payment for unused accumulated sick leave will be made to TEACHERS terminating their employment with the BOARD at the time of retirement or death in accordance with the provisions included in this Article.
  2. Retirement for the purposes of this Article shall refer to those TEACHERS whose applications are approved by the Public School Employees' Retirement System Board and meet provision a and one of the provisions found in b, c, and d.
    - a. The TEACHER must be retiring from a full-time professional position;
    - b. The TEACHER must be eligible to receive superannuation or disability pension from the Public School Employees' Retirement System, or;
    - c. If the Commonwealth of Pennsylvania offers an early retirement incentive plan, the TEACHER must be eligible to participate in this plan and must have the required number of years of service credit with the Public School Employees' Retirement System.
    - d. If the Pottstown School District has an early retirement incentive policy in effect, the TEACHER must meet all eligibility requirements of the policy in order to receive unused accumulated sick leave reimbursement.
  3. The amount of accumulated sick leave pay for those TEACHERS retiring during the term of this Agreement shall be a maximum of three hundred (300) days and the dollar value shall be determined as follows:
    - a. Beginning with 2022-2023 school year, by multiplying Fifty (\$50.00) Dollars x the number of days of accumulated sick leave to a maximum of 300 days.
    - b. Beginning with 2023-2024 school year, by multiplying Fifty-Five (\$55.00) Dollars x the number of days of accumulated sick leave to a maximum of 300 days.
    - c. Beginning with 2024-2025 school year, by multiplying Sixty (\$60.00) Dollars x the number of days of accumulated sick leave to a maximum of 300 days.

4. The number of days of accumulated sick leave in this article shall refer to only those days earned while employed by the Pottstown School District. Days of sick leave earned while employed by the Pottstown School District shall always be used first in the event of absence as a result of illness or accident before determining the amount to be paid to the TEACHERS under provisions of this article.
5. Notification of Retirement - Teachers planning to retire at the end of the school year and participate in any retirement incentives shall notify the District Superintendent in writing on or before, February 1st of said school year. Teachers retiring at any other time of the year need to give 75 calendar days notice prior to the effective date of retirement. These requirements, for notice of intentions, may be waived by the BOARD of School Directors for reasons of illness or urgent family circumstances.
6. Payments under provisions of the previous paragraphs shall be made within two (2) pay periods of Board approval.
7. Upon the death of a full-time TEACHER, the Pottstown School District shall make a payment for unused sick leave, in the same manner as described in this Article for those members of the bargaining unit that retire.
  - a. In this case, the payment shall be made payable to said TEACHER'S beneficiary as designated on either the group life insurance certificate or as otherwise specified.
  - b. In the event that the TEACHER was not participating in the group life insurance plan or there is no designated beneficiary, said payment shall be made to the TEACHER's estate.
  - c. Paragraph 7 applies only to TEACHERS who had at least ten (10) consecutive years of service with the Pottstown School District immediately prior to the time that death occurred.
  - d. Payments made under the provisions of this paragraph shall be made within two (2) pay periods of Board approval.

B. Severance Pay

1. Upon termination of service other than retirement as stated in Section A of this Article, TEACHERS shall receive severance pay for all unused sick days up to a maximum of three hundred (300) days. Thirty Dollars (\$30.00) shall be the value of each unused day. TEACHERS will be eligible providing that:
  - a. The TEACHER is a full-time professional employee.

- b. The TEACHER has a minimum of fifteen years of continuous service with the District.
  - c. The TEACHER has a satisfactory rating for the year of the termination of service.
2. Payments will be made sixty (60) days after the termination date provided, however, that Seven Hundred Fifty Dollars (\$750.00) will be withheld for six (6) months, and then paid to the TEACHER, unless the TEACHER has been employed in another district in the Commonwealth of Pennsylvania. Should the TEACHER become employed in another district within the six (6) month period, then the number of accumulated unused sick leave days for which such TEACHER shall be eligible to receive Severance Pay shall be reduced by the actual number of such days recognized by the new district for sick leave and Severance Pay purposes.

ARTICLE XXXIII

FEDERATION LEAVE

Members of the bargaining unit shall be entitled to send, during each year of the contract now in existence, a maximum of three (3) TEACHERS on any one school day, for a maximum of six (6) TEACHER days per school year, to FEDERATION meetings. The FEDERATION agrees to reimburse the District for the cost of all substitutes or staff coverages used to replace those TEACHERS attending such meetings.

ARTICLE XXXIV

MEMBERSHIP AND DUES DEDUCTIONS

A. Deduction from Salary

The BOARD agrees to deduct dues, at pay dates agreeable to both parties, from the salaries of members of the FEDERATION in accordance with authorization cards executed by members of the FEDERATION and placed on file with the BOARD. The BOARD agrees to deduct and transmit the monies collected by check to the FEDERATION within twenty (20) days after the deduction is made. The parties acknowledge that the FEDERATION provides the information on which such deductions are based, therefore, if any TEACHER makes a claim of improper deduction, the FEDERATION agrees to hold the BOARD harmless and will indemnify the BOARD of any such claim.

B. Equal Installments

Deductions referred to in Paragraph A above will be made in equal installments, to the extent possible, from each pay.

C. List Supplied to BOARD

No later than October 1st of the then current year, the FEDERATION will provide the BOARD with a list of those TEACHERS who have authorized the BOARD to deduct dues for the FEDERATION pursuant to Paragraph A above. Said list shall be updated by the fifteenth day of each month thereafter, and such changes shall be implemented upon the receipt of the updated information in accordance with Section A of this Article.

D. Authorization Cards

The BOARD will honor such authorization cards pursuant to the maintenance of membership agreement.

(Sample Authorization Card Follows)

DUES PAYMENT AND DEDUCTION AUTHORIZATION  
FOR THE FEDERATION OF POTTSTOWN TEACHERS

I hereby request and voluntarily authorize my employer to deduct from my earnings and to pay over to the Federation of Pottstown Teachers Local #4390 an amount equal to the regular monthly dues uniformly applicable to members of my union. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via the U.S. Mail to FPT Local #4390 and the Pottstown School District during the period not less than thirty (30) days and not more than forty-five

(45) days before the annual anniversary date of this Agreement. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it during the window period, even if I have resigned my union membership.

Signature \_\_\_\_\_ Date \_\_\_\_\_

E. TEACHERS whose change of job status places them outside the bargaining unit as described in the “Certification of Representation” included in this Agreement shall be allowed to withdraw from the FEDERATION without penalty.

F. Indemnification

The Federation shall indemnify, defend, and hold harmless the District, the BOARD, each individual BOARD member, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, loss or expense, liability, claims for back pay, attorney’s fees, court or administrative agency costs, grievances, or any other liability that shall arise out of action taken by the Board or the Federation for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any such provisions.

ARTICLE XXXV

JUST CAUSE

A paramount interest of the children and public of Pottstown School District requires that a harmonious relationship exist throughout the entire School District. To that end, no reprisals of any nature such as reduction of job position, compensation, rating, or professional standing shall be taken by the Administration or School Board against any TEACHER or any officer of the FEDERATION without just cause.



ARTICLE XXXVI

FEDERATION RIGHTS

- A. A copy of all vacant bargaining unit positions, shall be sent to the FEDERATION at the same time said positions are posted.
- B. Authorized FEDERATION representatives shall have the right to meet at mutually agreeable times with the District Superintendent, his/her assistants, and/or designee, for the purpose of exchanging information, clarifying problems, and discussing “meet and discuss” issues, as well as problems related to the implementation of this agreement; provided that, at such meetings, grievances shall not be proper subject for discussion. Either party may request such meetings.
- C.
  - 1. The FEDERATION shall have the right to hold meetings at work sites within the District before or after the work day. In the event of a group meeting, the FEDERATION will follow the procedure outlined in BOARD policy.
  - 2. The FEDERATION shall have the right to use the school mail system and/or mailboxes in and between buildings for the purpose of communication with TEACHERS.
  - 3. The FEDERATION shall have the right to post notices of activities and matters of FEDERATION concern on bulletin boards located in faculty rooms.
- D. The BOARD shall furnish to the FEDERATION a copy of the agenda and all supporting data related to the bargaining unit, exclusive of confidential materials, for each scheduled BOARD meeting. The Secretary of the BOARD shall provide said materials to the FEDERATION at the same time such materials are given to the BOARD. Access to new or updated policies will be available electronically. Notification will be sent to employees the day after the policies are approved by the BOARD. PSBA validated policies will be “Featured” on the District’s policy website within forty-five (45) days of the BOARD’S approval.
- E. The BOARD and the FEDERATION shall “meet and discuss” the school calendar prior to the BOARD’S adoption of said calendar for the following year. After said calendar is adopted, only those days indicated for possible change may be altered without mutual agreement of the parties.
- F. The FEDERATION shall have the right to meet with the District Superintendent to discuss FEDERATION concerns and educational issues.
- G. Whenever any representative of the FEDERATION or any TEACHER participates with the BOARD during working hours, in either negotiations, grievance proceedings, conferences, proceedings before the Pennsylvania Labor Relations Board, court cases, or meetings which are mutually agreed upon, he/she shall suffer no loss in pay or benefits.

- H. The administration will present the FEDERATION president with a roster of each TEACHER's building assignment on or before, but no later than, September 1<sup>st</sup>. This list shall not be published or distributed.
- I. By October 1st of the then current year, the Federation shall provide the BOARD with the names of bargaining unit members who are non-members of the FEDERATION, the amount of the payment and a payment schedule for the deduction of the fee. The payment schedule shall be similar to the calendar dates established for payroll deductions for Federation members. For employees hired after October 1, the Federation will provide the District with the amount of the fee and the payment schedule for deduction of the fee within thirty (30) calendar days after receipt of notice from the District of such employee's hiring. The BOARD will deduct such fee from the pay of each non-member in accordance with the schedule provided and shall transmit the amount deducted to the Federation treasurer within thirty (30) calendar days.
- J. The BOARD assumes no responsibility for funds beyond turning them over to the Federation treasurer within the time specified.
- K. In the event a Federation member leaves the employment of the district prior to the final payroll Deduction, the board assumes no responsibility for the deduction beyond the collection from the employee's final pay.

ARTICLE XXXVII

TEACHER REPRESENTATION

- A. Whenever a principal or other administrator intends to discuss with a TEACHER matters of discipline which may (1) result in the insertion of an unfavorable anecdotal record into the TEACHER'S personnel file, (2) result in disciplinary action, (3) lead to termination, the principal or administrator shall notify the employee in writing of the time, date, and purpose of such meeting at least two (2) calendar days in advance.
- B. The TEACHER may have a FEDERATION representative present at the meeting.
- C. Meetings scheduled for the purpose stated in Paragraph A shall be held before or after the student day.
- D. In emergency situations, or in non-emergency situations where the parties agree to forego the time requirements set forth above, meetings may occur immediately at the request of the principal or administrator. The TEACHER may have a FEDERATION building representative present.

## ARTICLE XXXVIII

### GRIEVANCE PROCEDURE

#### A. PURPOSE

The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to problems which may, from time to time, arise from the interpretation of this Agreement, affecting TEACHERS.

#### B. DEFINITIONS

A "Grievance" is an alleged misinterpretation or misapplication of the provisions of the Agreement. A "Party of Interest" is the person or persons making the claim or any person or persons who may be required to resolve the claim.

#### C. PROCEDURE

The parties hereto agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a four step process which is described in the following paragraphs:

LEVEL ONE. Within fifteen (15) school days of the time a grievable issue occurs, a TEACHER shall first discuss the matter with the principal or immediate superior, either directly or with the FEDERATION'S designated representative, with the objective of resolving the matter informally. Within five school days after presentation of the grievance, the principal or the immediate superior shall give his decision in writing to the TEACHER.

LEVEL TWO. In the event the grievance as herein defined is not satisfactorily resolved by informal consultation as outlined above, the person or persons initiating the alleged grievance shall present the grievance to the building principal or pre-designated first level superior within twenty (20) school days after the alleged violation. The submission shall be in writing, on a form provided therefore, and available from either the employer or the FEDERATION. The building principal or first level superior shall reply in writing to the grievance within five (5) school days after its initial presentation.

LEVEL THREE. If the action in Level Two above fails to resolve the grievance to the satisfaction of the aggrieved party or parties, the grievance shall within five (5) school days after the decision at Level Two or ten (10) school days after the grievance was presented, whichever is sooner, be forwarded in writing to the TEACHER and the FEDERATION on the prescribed form. Within five (5) school days after receiving the written grievance, the FEDERATION shall refer it to the District Superintendent.

LEVEL FOUR. If the action in Level Three above fails to resolve the grievance to the satisfaction of the aggrieved parties, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the District Superintendent, the aggrieved person or persons, may, within five (5) school days after a decision by the District Superintendent or within fifteen (15) school days after the grievance was delivered to the District Superintendent, whichever is sooner, request, in writing, the FEDERATION submit the grievance to arbitration. The grievance may be submitted to arbitration within fifteen (15) school days after receipt of request by the aggrieved person, if the FEDERATION desires to follow this action.

Within ten (10) school days after such written notice of submission to arbitration, the BOARD and the FEDERATION shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, the parties agree to follow The procedure concerning binding arbitration as provided in Section 903 of Act 195.

The arbitrator ultimately selected shall confer with the representatives of the BOARD and the FEDERATION and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then he shall issue his decision not later than twenty (20) days from the date final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusion on the issue submitted. The arbitrator shall be without power or authority to (i) make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement, or (ii) change any penalty imposed by the BOARD where the arbitrator has made a finding of fact that the TEACHER has committed an act(s) constituting a cause for termination of a contract listed in 24 P.S. Section 11-1122. The decision of the arbitrator shall be submitted to the BOARD and the FEDERATION and shall be final and binding on the parties.

The cost for the services of the arbitrator, including per diem expenses and the cost of the hearing room and court reporter shall be borne equally by the BOARD and the FEDERATION. Any other expenses incurred shall be paid by the party incurring same.

D. GENERAL GRIEVANCE REGULATIONS

1. Meetings and/or hearings connected with the grievance processes shall not be open to the public.
2. Time Limits. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered

as maximum. The failure of the aggrieved party to comply with the time limitations shall be a waiver of the right of the aggrieved party to proceed with the grievance. The time limits specified may be extended by mutual agreement.


3. Year-End Grievance. In the event of a grievance being filed at such time that it cannot be processed through all the steps in this grievance procedure, by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced, if mutually agreed upon by both parties. In the event the grievance could not result in irreparable harm to a party in interest, the time limits set forth herein may be reduced, if mutually agreed upon by both parties. In the event the grievance could not result in irreparable harm, the processing of the grievance, if mutually agreed upon by both sides, may be postponed until the following school year.
4. It shall be the policy of the BOARD to assure to every TEACHER the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional or employment status.
5. A grievance may be withdrawn at any level without prejudice or record and cannot be reopened.
6. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits herein, shall be deemed to be acceptance of the decision rendered at that level.
7. Any grievance not answered by the respective school authority within the prescribed time limits shall be automatically referred to the next step of the grievance procedure.
8. The FEDERATION may file a grievance in its own behalf or on behalf of a TEACHER, with the consent of said TEACHER.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written, and intend to be legally bound hereby.

POTTSTOWN SCHOOL DISTRICT

BY:   
Katrina L. Bearden, President

ATTEST:   
Maureen K. Jampo, Secretary

FEDERATION OF POTTSTOWN TEACHERS

BY:   
Elisabeth A. Yoder, President

ATTEST:   
Jacinda Bartolucci, Secretary

**EXHIBIT A**



COMMONWEALTH OF PENNSYLVANIA

Pennsylvania Labor Relations Board

IN THE MATTER OF THE EMPLOYEES OF | Case No. PERA-R-84-589-8

POTTSTOWN SCHOOL DISTRICT

NISI ORDER OF CERTIFICATION

A Petition for Representation was filed with the Pennsylvania Labor Relations Board (Board) on October 16, 1984, by the Pennsylvania Federation of Teachers, AFT (Union) alleging that it represented thirty (30) percent or more of certain employees of Pottstown School District (Employer) and requesting that a hearing be scheduled and an Order be issued for an election to determine the exclusive representative for collective bargaining pursuant to the provisions of Section 603 of the Public Employee Relations Act (Act). The petition further alleged that the subject employees are currently represented by the Educational Association of Pottstown PSEA (Association), that a collective bargaining contract expired on August 31, 1984, and that the employees are represented by the Association on a day to day extension basis.

Pursuant to due notice, a Pre-Hearing Conference was held on November 9, 1984, in Pottstown, Pennsylvania, at which time the parties entered into a Memorandum of Agreement stipulating to the positions on the ballot, the sites for the conducting of the election, the eligibility list, the unit composition, and all other matters pertaining to the conduct of the election.

Thereafter, on November 19, 1984, an Order and Notice of Election was issued directing that an election, by secret ballot, be held and conducted on December 6, 1984, among the employees of the Employer to ascertain the exclusive representative, if any, for the purpose of collective bargaining in respect to wages, hours and terms and conditions of employment in a subdivision of the employer unit comprised of all teachers, librarians, speech correctionists, guidance counselors, school nurses, and dental hygienist; and excluding all non-professional employees, management level employees, supervisors, first level supervisors, confidential employees, and guards, as defined in the Act.

The election was conducted as ordered by election officers assigned by the Pennsylvania Labor Relations Board. The results of the election were inconclusive in that ten (10) ballots were challenged and their inclusion could affect the outcome of the election.

Thereafter, on December 21, 1984, the parties entered into a Stipulated Agreement resolving the challenges to seven (7) of the ten (10) challenged ballots. Pursuant to the parties' agreement, those seven (7) ballots were then opened and canvassed by a hearing examiner of the Board in the presence of all of the parties. The parties agreed at that time that the three (3) remaining challenged ballots could have no material effect upon the election results and would remain unopened.

The Board representative, from all matters and documents of record, makes the following:

#### FINDINGS OF FACT

The FINDINGS OF FACT, numbers I through 6 inclusive, as set forth in the Order and Notice of Election dated November 19, 1984, are hereby affirmed and incorporated by reference herein and made a part hereof.

7. That the Board conducted an election, by secret ballot, on December 6, 1984, among the employees of the Employer within the heretofore defined appropriate unit in accordance with the Order and Notice of Election issued November 19, 1984.

8. That the question voted on was whether the eligible employees in the appropriate unit 'wished to be represented by the Educational Association of Pottstown/PSEA; whether the eligible employees in the appropriate unit wished to be represented by the Pennsylvania Federation of Teachers, AFT, or whether said employees wished No Representative.

9. That one hundred ninety-three (193) ballots were cast at the election.

10. That of the one hundred ninety-three (193) ballots, eighty-nine (89) ballots were cast in favor of representation by the Educational Association of Pottstown/PSEA; one-hundred (100) ballots were cast in favor of representation by the Pennsylvania Federation of Teachers, AFT; one (1) ballot was cast for No Representative; and three (3) remaining ballots were cast by persons whose votes were challenged and by agreement of the parties were unresolved and unopened. No (0) ballots were void or blank,

11. That the duly appointed Watchers in attendance at the said election have certified that the counting and tabulating were fairly and accurately done, that the secrecy of the ballot was maintained, and that the results were as indicated above.

## DISCUSSION

After the initial canvass of the ballots in this election, the result of the election was inclusive because ten (10) ballots were challenged and the tabulation of votes at that point indicated a margin of victory by less than ten (10) votes. Thereafter, the parties agreed that seven (7) of the challenged ballots should be opened and canvassed. After those seven (7) ballots were opened and canvassed, the tabulation of votes was as follows: one hundred (100) ballots cast in favor of the Pennsylvania Federation of Teachers, AFT; eighty-nine (89) ballots cast in favor of the Educational Association of Pottstown/PSEA; and one (1) ballot cast in favor of No Representative. Therefore, the Board will neither open, canvass nor pass upon the validity of the three (3) remaining ballots cast by the persons whose votes were challenged and which challenges were not resolved by agreement of the parties. Their inclusion in the total votes cast would have no material effect upon the results of the election.

## CONCLUSIONS

The Board Representative, therefore, after due consideration of the foregoing and the record as a whole, and more particularly in consideration of the election conducted on December 6, 1984, concludes and finds :

That CONCLUSIONS, numbers 1 through 4 inclusive, as set forth in the aforesaid Order and Notice of Election, are hereby affirmed and incorporated by reference herein and made a part hereof.

5. That a majority of the valid votes cast by employees in the aforesaid appropriate unit designated Pennsylvania Federation of Teachers, AFT, as the exclusive representative for the purpose of collective bargaining with the Employer. coala appropriate unit desionatas

6. That the Pennsylvania Federation of Teachers, AFT, is the exclusive representative of all the employees of the Employer within the heretofore defined appropriate unit for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment,

In view of the foregoing and in order to effectuate the policies of the Act, the Board Representative. hereby

## CERTIFIES

that the PENNSYLVANIA FEDERATION OF TEACHERS, AFT,

is the EXCLUSIVE REPRESENTATIVE of the employees of the above-named Employer in the unit described below for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment.

UNIT: All teachers, librarians, speech correctionists, guidance Counselors, school nurses and dental hygienists; and excluding all non-professional employees, management level employees, supervisors, first level supervisors, confidential employees, and guards, as defined in the ACT.

IT IS HEREBY ORDERED AND DIRECTED

that in the absence of any Exceptions filed pursuant to 34 Pa. Code § 95.98 within twenty (20) days of the date hereof, this Decision and Order shall become and be absolute and final.

SIGNED AND DATED at Harrisburg, Pennsylvania this tenth day of January, 1985, pursuant to 34 Pa. Code § 95.96 (b).

PENNSYLVANIA LABOR RELATIONS BOARD

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JAMES L. CRAWFORD

**EXHIBIT B**

## 2022-2023 Salary Schedule

	Standard	BACHELOR	B+15	MASTER	M+15	M+30
	Vocational Intern Cert.	Vocational Intern Cert.	Vocational I Cert.	Vocational II Cert.	Vocational II Cert.+15	BS in CTE (or trade area)
1	\$ 47,718	\$ 47,718	\$ 48,240	\$ 51,891	\$ 52,937	\$ 53,461
2	\$ 48,217	\$ 48,217	\$ 49,259	\$ 52,388	\$ 53,433	\$ 53,956
3	\$ 48,715	\$ 48,715	\$ 50,278	\$ 52,884	\$ 53,928	\$ 54,450
4	\$ 49,212	\$ 49,212	\$ 51,296	\$ 53,379	\$ 54,423	\$ 55,466
5	\$ 49,709	\$ 49,709	\$ 52,313	\$ 54,395	\$ 55,438	\$ 57,001
6	\$ 50,218	\$ 50,218	\$ 53,341	\$ 55,423	\$ 58,546	\$ 61,669
7	\$ 51,222	\$ 51,222	\$ 54,343	\$ 57,464	\$ 60,585	\$ 63,705
8	\$ 51,705	\$ 51,705	\$ 55,344	\$ 59,502	\$ 62,620	\$ 65,739
9	\$ 52,110	\$ 52,110	\$ 56,262	\$ 61,448	\$ 64,560	\$ 67,671
10	\$ 52,614	\$ 52,614	\$ 57,285	\$ 63,507	\$ 66,618	\$ 69,729
11	\$ 53,105	\$ 53,105	\$ 58,014	\$ 66,266	\$ 69,361	\$ 72,455
12	\$ 53,581	\$ 53,581	\$ 59,003	\$ 69,310	\$ 72,403	\$ 75,495
13	\$ 53,702	\$ 53,702	\$ 60,917	\$ 72,228	\$ 75,312	\$ 78,397
14	\$ 53,849	\$ 53,849	\$ 62,851	\$ 75,166	\$ 78,245	\$ 81,324
15	\$ 54,035	\$ 54,035	\$ 63,288	\$ 78,150	\$ 81,225	\$ 84,300
16	\$ 54,440	\$ 54,440	\$ 63,988	\$ 81,225	\$ 84,300	\$ 87,375
17	\$ 54,545	\$ 54,545	\$ 64,313	\$ 85,325	\$ 88,400	\$ 91,475
18	\$ 55,055	\$ 55,055	\$ 65,338	\$ 89,938	\$ 93,013	\$ 96,088

### 2022-2023 Payroll Schedule

September 2, 2022	1	2022-23
September 16, 2022	2	2022-23
September 30, 2022	3	2022-23
October 14, 2022	4	2022-23
October 28, 2022	5	2022-23
November 11, 2022	6	2022-23
November 25, 2022	7	2022-23
December 9, 2022	8	2022-23
December 23, 2022	9	2022-23
January 6, 2023	10	2022-23
January 20, 2023	11	2022-23
February 3, 2023	12	2022-23
February 17, 2023	13	2022-23
March 3, 2023	14	2022-23
March 17, 2023	15	2022-23
March 31, 2023	16	2022-23
April 14, 2023	17	2022-23
April 28, 2023	18	2022-23
May 12, 2023	19	2022-23
May 26, 2023	20	2022-23
June 9, 2023	21	2022-23
June 23, 2023	22	2022-23
July 7, 2023	23	2022-23
July 21, 2023	24	2022-23
August 4, 2023	25	2022-23
August 18, 2023	26	2022-23

\* Full Step Increase beginning with the 1st Pay Period  
(prorated based on the number of days worked in the prior school year)

**EXHIBIT C**



## 2023-2024 Salary Schedule

	Standard	BACHELOR	B+15	MASTER	M+15	M+30
	Vocational Intern Cert.	Vocational Intern Cert.	Vocational I Cert.	Vocational II Cert.	Vocational II Cert.+15	BS in CTE (or trade area)
<b>1</b>	<b>49,211</b>	<b>49,211</b>	<b>49,747</b>	<b>53,504</b>	<b>54,579</b>	<b>55,117</b>
<b>2</b>	<b>49,724</b>	<b>49,724</b>	<b>50,797</b>	<b>54,015</b>	<b>55,089</b>	<b>55,626</b>
<b>3</b>	<b>50,236</b>	<b>50,236</b>	<b>51,845</b>	<b>54,525</b>	<b>55,598</b>	<b>56,135</b>
<b>4</b>	<b>50,748</b>	<b>50,748</b>	<b>52,892</b>	<b>55,035</b>	<b>56,107</b>	<b>57,179</b>
<b>5</b>	<b>51,260</b>	<b>51,260</b>	<b>53,938</b>	<b>56,080</b>	<b>57,151</b>	<b>58,758</b>
<b>6</b>	<b>51,871</b>	<b>51,871</b>	<b>55,089</b>	<b>57,235</b>	<b>60,453</b>	<b>63,671</b>
<b>7</b>	<b>52,906</b>	<b>53,161</b>	<b>56,122</b>	<b>59,338</b>	<b>62,554</b>	<b>65,770</b>
<b>8</b>	<b>53,404</b>	<b>53,658</b>	<b>57,153</b>	<b>61,438</b>	<b>64,651</b>	<b>67,865</b>
<b>9</b>	<b>53,821</b>	<b>54,076</b>	<b>58,099</b>	<b>63,443</b>	<b>66,650</b>	<b>69,856</b>
<b>10</b>	<b>54,341</b>	<b>54,595</b>	<b>59,153</b>	<b>65,565</b>	<b>68,771</b>	<b>71,977</b>
<b>11</b>	<b>54,846</b>	<b>55,101</b>	<b>59,905</b>	<b>68,408</b>	<b>71,597</b>	<b>74,786</b>
<b>12</b>	<b>55,337</b>	<b>55,592</b>	<b>60,924</b>	<b>71,545</b>	<b>74,732</b>	<b>77,919</b>
<b>13</b>	<b>55,463</b>	<b>55,717</b>	<b>62,896</b>	<b>74,552</b>	<b>77,730</b>	<b>80,909</b>
<b>14</b>	<b>55,614</b>	<b>55,869</b>	<b>64,889</b>	<b>77,580</b>	<b>80,753</b>	<b>83,925</b>
<b>15</b>	<b>55,806</b>	<b>56,061</b>	<b>65,339</b>	<b>80,655</b>	<b>83,823</b>	<b>86,992</b>
<b>16</b>	<b>56,223</b>	<b>56,478</b>	<b>66,360</b>	<b>84,982</b>	<b>88,192</b>	<b>91,311</b>
<b>17</b>	<b>57,098</b>	<b>57,353</b>	<b>67,774</b>	<b>91,110</b>	<b>94,304</b>	<b>97,498</b>

### 2023-2024 Payroll Schedule

September 1, 2023	1	2023-24	*
September 15, 2023	2	2023-24	*
September 29, 2023	3	2023-24	*
October 13, 2023	4	2023-24	*
October 27, 2023	5	2023-24	*
November 10, 2023	6	2023-24	*
November 24, 2023	7	2023-24	*
December 8, 2023	8	2023-24	*
December 22, 2023	9	2023-24	*
January 5, 2024	10	2023-24	*
January 19, 2024	11	2023-24	*
February 2, 2024	12	2023-24	*
February 16, 2024	13	2023-24	*
March 1, 2024	14	2023-24	*
March 15, 2024	15	2023-24	*
March 29, 2024	16	2023-24	*
April 12, 2024	17	2023-24	*
April 26, 2024	18	2023-24	*
May 10, 2024	19	2023-24	*
May 24, 2024	20	2023-24	*
June 7, 2024	21	2023-24	*
June 21, 2024	22	2023-24	*
July 5, 2024	23	2023-24	
July 19, 2024	24	2023-24	
August 2, 2024	25	2023-24	
August 16, 2024	26	2023-24	

\* Full Step Increase beginning with the 1st Pay Period  
(prorated based on the number of days worked in the prior school year)

Less than 45 days = No Step  
45 - 94 days worked = ½ Step  
95 + days worked = Full Step

\*\* Medical & RX Deductions will be divided over 22 pays

**EXHIBIT D**

## 2024-2025 Salary Schedule

	Standard	BACHELOR	B+15	MASTER	M+15	M+30
	Vocational Intern Cert.	Vocational Intern Cert.	Vocational I Cert.	Vocational II Cert.	Vocational II Cert.+15	BS in CTE (or trade area)
1	51,056	51,056	51,611	55,499	56,617	57,176
2	51,611	51,611	52,722	56,055	57,173	57,732
3	52,243	52,243	53,911	56,692	57,814	58,375
4	52,392	52,392	54,600	56,807	57,912	59,016
5	52,919	52,919	55,677	57,884	58,987	60,642
6	53,548	53,548	56,863	59,073	62,388	65,703
7	54,614	55,142	57,927	61,239	64,551	67,864
8	55,127	55,654	58,989	63,402	66,712	70,022
9	55,557	56,084	59,963	65,468	68,770	72,073
10	56,092	56,620	61,049	67,653	70,955	74,257
11	56,613	57,140	61,823	70,582	73,866	77,151
12	57,408	57,936	63,178	74,172	77,470	80,768
13	57,568	58,095	65,250	77,320	80,611	83,903
14	57,754	58,282	67,346	80,993	84,280	88,067
15	57,954	58,482	67,811	85,678	89,122	92,604
16	59,584	60,111	70,701	92,215	95,524	98,834

### 2024-2025 Payroll Schedule

August 30, 2024	1	2024-25	*
September 13, 2024	2	2024-25	*
September 27, 2024	3	2024-25	*
October 11, 2024	4	2024-25	*
October 25, 2024	5	2024-25	*
November 8, 2024	6	2024-25	*
November 22, 2024	7	2024-25	*
December 6, 2024	8	2024-25	*
December 20, 2024	9	2024-25	*
January 3, 2025	10	2024-25	*
January 17, 2025	11	2024-25	*
January 31, 2025	12	2024-25	*
February 14, 2025	13	2024-25	*
February 28, 2025	14	2024-25	*
March 14, 2025	15	2024-25	*
March 28, 2025	16	2024-25	*
April 11, 2025	17	2024-25	*
April 25, 2025	18	2024-25	*
May 9, 2025	19	2024-25	*
May 23, 2025	20	2024-25	*
June 6, 2025	21	2024-25	*
June 20, 2025	22	2024-25	*
July 4, 2025	23	2024-25	
July 18, 2025	24	2024-25	
August 1, 2025	25	2024-25	
August 15, 2025	26	2024-25	

\* Full Step Increase beginning with the 1st Pay Period  
(prorated based on the number of days worked in the prior school year)

Less than 45 days = No Step  
45 - 94 days worked = ½ Step  
95 + days worked = Full Step

\*\* Medical & RX Deductions will be divided over 22 pays

**EXHIBIT E**

## Workers Compensation Sample Calculation

Masters at Step 2.5 salary of \$46,450 and 33 accumulated sick days.

Employee is injured on 11/12/19 and returns to work on 9/1/20.

Date of Accident = 11/12/19

Biweekly pay	\$ 46,450.00	26	\$ 1,786.54	per pay
Daily pay paid	\$ 1,786.54	10	\$ 178.65	per day paid
Daily pay earned	\$ 46,450.00	190	\$ 244.47	per day earned

## Workers Compensation Calculation

	<u>Pay</u>	<u>Weeks</u>	<u>Weekly Pay</u>
Prior Quarter 1	\$ 10,301.10	13	\$ 792.39
Prior Quarter 2	\$ 12,021.35	13	\$ 924.72
Prior Quarter 3	\$ 10,489.05	13	\$ 806.85
Prior Quarter 4	\$ 12,498.23	13	\$ 961.40
3 highest weekly pays			\$ 2,692.97
Average of 3 highest weekly pays			\$ 897.66
W.C. at 66.6667% per week			\$ 598.44
Average W.C. per day			\$ 119.69

**Workers Compensation Sample Calculation**

OPTION 1: Receive full salary from the BOARD for all accumulated sick leave days until all accumulated sick leave is exhausted, as well as receive Worker's Compensation payments.

Biweekly pay           \$ 1,786.54  
 Average W.C. per day \$ 119.69  
 W.C. per week         \$ 598.44

EXAMPLE: Masters at Step 2.5 salary of \$46,450 and 33 accumulated sick days. Employee is injured on 11/12/14 and returns to work on 9/1/15.

Payroll Period for:		2014-15	Teachers		District	W.C.		Days	Sick
Beginning	Ending	Pay Date	Pay	Payout	Paid	Paid		Worked	Days
6/8/14	6/21/14	7/3/14							32.5
6/22/14	7/5/14	7/18/14							
7/6/14	7/19/14	8/1/14							
7/20/14	8/2/14	8/15/14							
8/3/14	8/16/14	8/29/14							
8/17/14	8/30/14	9/12/14	1		1,786.54	1,786.54	Aug.	3.0	
8/31/14	9/13/14	9/26/14	2		1,786.54	1,786.54	Sept.	21.0	
9/14/14	9/27/14	10/10/14	3		1,786.54	1,786.54	Oct.	23.0	
9/28/14	10/11/14	10/24/14	4		1,786.54	1,786.54	Nov.	8.0	10.0
10/12/14	10/25/14	11/7/14	5		1,786.54	1,786.54	Dec.		16.0
10/26/14	11/8/14	11/21/14	6		1,786.54	1,786.54	Jan.		7.0
11/9/14	11/22/14	12/5/14	7		1,786.54	359.06			
11/23/14	12/6/14	12/19/14	8		1,786.54	1,196.88			
12/7/14	12/20/14	1/2/15	9		1,786.54	1,196.88			
12/21/14	1/3/15	1/16/15	10		1,786.54	1,196.88			
1/4/15	1/17/15	1/30/15	11	2,397.72	1,250.58	1,196.88			
1/18/15	1/31/15	2/13/15	12			1,196.88			
2/1/15	2/14/15	2/27/15	13			1,196.88			
2/15/15	2/28/15	3/13/15	14			1,196.88			
3/1/15	3/14/15	3/27/15	15			1,196.88			
3/15/15	3/28/15	4/10/15	16			1,196.88			
3/29/15	4/11/15	4/24/15	17			1,196.88			
4/12/15	4/25/15	5/8/15	18			1,196.88			
4/26/15	5/9/15	5/22/15	19			1,196.88			
5/10/15	5/23/15	6/5/15	20			1,196.88			
5/24/15	6/6/15	6/19/15	21			1,196.88			
6/7/15	6/20/15	7/3/15	22			1,196.88			
		7/14/15	23			1,196.88			
		7/31/15	24			1,196.88			
		8/14/15	25			1,196.88			
		8/28/15	26			1,196.88			
				2,397.72	19,115.96	23,099.72		55.0	33.0
								88.00	
								Earned per day	\$ 244.47
								Earned	\$ 21,513.68
								Paid	19,115.96
								Pay out due on 1/30/15	\$ 2,397.72
								Difference between Salary and monies received.	(1,836.59)

*Accident Occurs on 11/12/2019. 3 days of W.C. due*

*Sick leave is exhausted on 1/13 or 7th work day in Jan.*



**Workers Compensation Sample Calculation**

OPTION 2: Receive only those monies to which the TEACHER is entitled under Worker's Compensation with no loss of accumulated sick leave, except for any leave days which the TEACHER(s) has utilized prior to payment of the Worker's Compensation benefit.

Biweekly pay \$1,786.54  
 Average W.C. per day \$ 119.69  
 W.C. per week \$ 598.44

EXAMPLE: Masters at Step 2.5 salary of \$46,450 and 33 accumulated sick days. Employee is injured on 11/12/14 and returns to work on 9/1/15.

Payroll Period for: 2014-15			Teachers	District	W.C.	33				
Beginning	Ending	Pay Date	Pay	Payout	Paid	Paid	Days Worked	Sick Days	Total	
6/8/14	6/21/14	7/3/14								
6/22/14	7/5/14	7/18/14								
7/6/14	7/19/14	8/1/14								
7/20/14	8/2/14	8/15/14								
8/3/14	8/16/14	8/29/14								
8/17/14	8/30/14	9/12/14	1		1,786.54	1,786.54	Aug. 3.0			
8/31/14	9/13/14	9/26/14	2		1,786.54	1,786.54	Sept. 21.0			
9/14/14	9/27/14	10/10/14	3		1,786.54	1,786.54	Oct. 23.0			
9/28/14	10/11/14	10/24/14	4		1,786.54	1,786.54	Nov. 8.0			
10/12/14	10/25/14	11/7/14	5		1,786.54	1,786.54	Dec.			
10/26/14	11/8/14	11/21/14	6		1,786.54	1,786.54	Jan.			
11/9/14	11/22/14	12/5/14	7		1,250.58	359.06	1,609.64	Accident Occurs on 11/12/2014. 3 days of W.C. due		
11/23/14	12/6/14	12/19/14	8	1,476.24		1,196.88	2,673.12			
12/7/14	12/20/14	1/2/15	9			1,196.88	1,196.88			
12/21/14	1/3/15	1/16/15	10			1,196.88	1,196.88			
1/4/15	1/17/15	1/30/15	11			1,196.88	1,196.88			
1/18/15	1/31/15	2/13/15	12			1,196.88	1,196.88			
2/1/15	2/14/15	2/27/15	13			1,196.88	1,196.88			
2/15/15	2/28/15	3/13/15	14			1,196.88	1,196.88			
3/1/15	3/14/15	3/27/15	15			1,196.88	1,196.88			
3/15/15	3/28/15	4/10/15	16			1,196.88	1,196.88			
3/29/15	4/11/15	4/24/15	17			1,196.88	1,196.88			
4/12/15	4/25/15	5/8/15	18			1,196.88	1,196.88			
4/26/15	5/9/15	5/22/15	19			1,196.88	1,196.88			
5/10/15	5/23/15	6/5/15	20			1,196.88	1,196.88			
5/24/15	6/6/15	6/19/15	21			1,196.88	1,196.88			
6/7/15	6/20/15	7/3/15	22			1,196.88	1,196.88			
		7/14/15	23			1,196.88	1,196.88			
		7/31/15	24			1,196.88	1,196.88			
		8/14/15	25			1,196.88	1,196.88			
		8/28/15	26			1,196.88	1,196.88			
				1,476.24	11,969.81	23,099.72	36,545.78	55.0	-	55.00
						Expected Salary	46,450.00	Earned per day	\$	244.47
								Earned	\$	13,446.05
								Paid		11,969.81
						Difference between Salary and monies received.	(9,904.22)	Pay out due on 12/9/15	\$	1,476.24

**Workers Compensation Sample Calculation**

OPTION 3: Receive from the BOARD the salary difference between the affected TEACHER'S daily rate of pay (annual salary / # of days in the work year) and the per diem rate received from Worker's Compensation until all accumulated sick leave days have been exhausted. It is understood by the parties that sick leave usage will be calculated on a pro-rata basis with the TEACHER being charged with the same percentage of sick leave day(s) as salary paid by the BOARD i.e. A TEACHER receiving 60% of the daily rate from Worker's Compensation and 40% from the BOARD will be charged with 4/10 of a day against accumulated sick leave (remaining days to be rounded to the nearest tenth of a day).

Biweekly pay	\$1,786.54	Sick days	33	Biweekly pay	1,786.54		
Average W.C. per day	\$ 119.69	Pay Earned	\$ 244.47	W.C. per pay	1,196.88		
W.C. per week	\$ 598.44	Earned Sick Pay	\$ 8,067.63	Amt. from Sick/pay	589.66	Amt. from Sick/day	58.97 24.12%

EXAMPLE: Masters at Step 2.5 salary of \$46,450 and 33 accumulated sick days. Employee is injured on 11/12/14 and returns to work on 9/1/15.

Payroll Period for:			2014-15	Teachers	District	W.C.	Days	Sick	
Beginning	Ending	Pay Date	Pay	Payout	Paid	Paid	Worked	Days	Total
6/8/14	6/21/14	7/3/14							
6/22/14	7/5/14	7/18/14							
7/6/14	7/19/14	8/1/14							
7/20/14	8/2/14	8/15/14							
8/3/14	8/16/14	8/29/14							
8/17/14	8/30/14	9/12/14	1		1,786.54	1,786.54	Aug.	3.0	
8/31/14	9/13/14	9/26/14	2		1,786.54	1,786.54	Sept.	21.0	
9/14/14	9/27/14	10/10/14	3		1,786.54	1,786.54	Oct.	23.0	
9/28/14	10/11/14	10/24/14	4		1,786.54	1,786.54	Nov.	8.0	
10/12/14	10/25/14	11/7/14	5		1,786.54	1,786.54	Dec.		
10/26/14	11/8/14	11/21/14	6		1,786.54	1,786.54	Jan.		
11/9/14	11/22/14	12/5/14	7		1,250.58	359.06	1,609.64	Accident Occurs on 11/12/2014.	3 days of W.C. due
11/23/14	12/6/14	12/19/14	8		589.66	1,196.88	1,786.54		2.4
12/7/14	12/20/14	1/2/15	9		589.66	1,196.88	1,786.54		2.4
12/21/14	1/3/15	1/16/15	10		589.66	1,196.88	1,786.54		2.4
1/4/15	1/17/15	1/30/15	11		589.66	1,196.88	1,786.54		2.4
1/18/15	1/31/15	2/13/15	12		589.66	1,196.88	1,786.54		2.4
2/1/15	2/14/15	2/27/15	13		589.66	1,196.88	1,786.54		2.4
2/15/15	2/28/15	3/13/15	14		589.66	1,196.88	1,786.54		2.4
3/1/15	3/14/15	3/27/15	15		589.66	1,196.88	1,786.54		2.4
3/15/15	3/28/15	4/10/15	16		589.66	1,196.88	1,786.54		2.4
3/29/15	4/11/15	4/24/15	17		589.66	1,196.88	1,786.54		2.4
4/12/15	4/25/15	5/8/15	18		589.66	1,196.88	1,786.54		2.4
4/26/15	5/9/15	5/22/15	19		589.66	1,196.88	1,786.54		2.4
5/10/15	5/23/15	6/5/15	20		589.66	1,196.88	1,786.54		2.4
5/24/15	6/6/15	6/19/15	21	1,476.36	394.09	1,196.88	3,067.33		1.6
6/7/15	6/20/15	7/3/15	22			1,196.88	1,196.88		
		7/14/15	23			1,196.88	1,196.88		
		7/31/15	24			1,196.88	1,196.88		
		8/14/15	25			1,196.88	1,196.88		
		8/28/15	26			1,196.88	1,196.88		
				1,476.36	20,029.50	23,099.72	44,605.58	55.0	33.0 87.97
								Earned per day	\$ 244.47
					Expected Salary	46,450.00		Earned	\$ 21,505.86
								Paid	20,029.50
					Difference between Salary and monies received.	(1,844.42)		Pay out due on 6/19/15	\$ 1,476.36

**EXHIBIT F**

Level	Athletics	2022-2023				
		Level 1	Level 2	Level 3	Level 4	Level 5
High School	Fall Sports	(1 yr)	(2nd yr)	(3rd-9th yr)	(10th-14th yr)	(15+ yr)
	Cheerleading	1,549	1,795	2,038	2,140	2,240
	Cheerleading- Asst. Coach	1,084	1,257	1,427	1,498	1,568
	Cross Country - Head Coach	3,794	4,520	5,254	5,518	5,780
	Cross Country - Asst. Coach	2,656	3,164	3,677	3,863	4,046
	Field Hockey - Asst. Coach	2,655	3,231	3,671	3,856	4,040
	Field Hockey - Head Coach	3,794	4,520	5,254	5,518	5,780
	Football - Asst. Coach	4,301	4,976	5,660	5,943	6,224
	Football - Asst. Coach	4,301	4,976	5,660	5,943	6,224
	Football - Asst. Coach	4,301	4,976	5,660	5,943	6,224
	Football - Head Coach	6,143	7,109	8,081	8,483	8,890
	Golf - Head Coach	2,424	3,153	3,881	4,076	4,269
	Soccer/Boys - Asst. Coach	2,655	3,231	3,671	3,856	4,040
	Soccer/Boys - Head Coach	3,794	4,520	5,254	5,518	5,780
	Soccer/Girls - Asst. Coach	2,655	3,231	3,671	3,856	4,040
	Soccer/Girls - Head Coach	3,794	4,520	5,254	5,518	5,780
	Strength & Conditioning (full year)	2,344	2,344	2,344	2,344	2,344
	Tennis/Girls - Head Coach	2,424	3,153	3,881	4,076	4,269
	Tennis/ Girls- Asst. Coach	1,697	2,207	2,717	2,853	2,988
	Volleyball Girls- Head Coach	3,794	4,520	5,254	5,518	5,780
	Volleyball Girls- Assistant Coach	2,655	3,231	3,671	3,856	4,040
	Winter Sports					
	Basketball: Boys-Asst. Coach	3,539	4,219	4,900	5,143	5,391
	Basketball: Boys-Head Coach	5,060	6,034	6,999	7,350	7,699
	Basketball: Girls-Asst. Coach	3,539	4,219	4,900	5,143	5,391
	Basketball: Girls-Head Coach	5,060	6,034	6,999	7,350	7,699
	Cheerleading	1,549	1,795	2,038	2,140	2,240
	Cheerleading- Asst. Coach	1,084	1,257	1,427	1,498	1,568
	Volleyball Girls- Head Coach	3,794	4,520	5,254	5,518	5,780
	Volleyball Girls- Asst. Coach	2,655	3,231	3,671	3,856	4,040
	Winter Track	1,399	1,640	1,893	1,988	2,082
	Wrestling: Asst. Coach	3,539	4,219	4,900	5,143	5,391
	Wrestling: Asst. Coach	3,539	4,219	4,900	5,143	5,391
	Wrestling: Head Coach	5,060	6,034	6,999	7,350	7,699
	Spring Sports					
	Baseball Asst. Coach	2,655	3,231	3,671	3,856	4,040
	Baseball Head Coach	3,794	4,520	5,254	5,518	5,780
	Lacrosse Asst. Coach	2,655	3,231	3,671	3,856	4,040
	Lacrosse Head Coach	3,794	4,520	5,254	5,518	5,780
	Softball Asst. Coach	2,655	3,231	3,671	3,856	4,040
	Softball Head Coach	3,794	4,520	5,254	5,518	5,780
	Tennis Boys- Head Coach	2,424	3,153	3,881	4,076	4,269
	Tennis Boys- Asst. Coach	1,697	2,207	2,717	2,853	2,988
	Track Asst. Coach	2,655	3,231	3,671	3,856	4,040
	Track Asst. Coach	2,655	3,231	3,671	3,856	4,040
	Track Head Coach-Boys	3,794	4,520	5,254	5,518	5,780
	Track Head Coach-Girls	3,794	4,520	5,254	5,518	5,780

Level		2022-2023					
		Athletics	Level 1	Level 2	Level 3	Level 4	Level 5
Middle School	7th & 8th	Fall Sports					
		Cheerleading	929	1,079	1,221	1,282	1,345
	7th-9th	Football - Head Coach	3,681	4,263	4,844	5,084	5,329
	7th-9th	Football - Asst. Coach	2,578	2,987	3,355	3,522	3,690
	7th & 8th	Football - Asst. Coach	2,578	2,987	3,355	3,522	3,690
	7th & 8th	Football - Asst. Coach	2,578	2,987	3,355	3,522	3,690
		Field Hockey - Head Coach	2,282	2,709	3,231	3,392	3,553
		Field Hockey - Asst. Coach	1,595	1,896	2,202	2,311	2,422
		Soccer/Boys - Head Coach	2,282	2,709	3,231	3,392	3,553
		Soccer/Boys - Asst. Coach	1,595	1,896	2,202	2,311	2,422
		Soccer/Girls - Head Coach	2,282	2,709	3,231	3,392	3,553
		Soccer/Girls - Asst. Coach	1,595	1,896	2,202	2,311	2,422
		Winter Sports					
		Basketball: Boys-Head Coach	3,045	3,622	4,312	4,527	4,742
		Basketball: Boys-Asst. Coach	2,125	2,533	2,939	3,084	3,231
		Basketball: Boys:Freshman	3,045	3,622	4,312	4,527	4,742
		Basketball: Girls:Head Coach	3,045	3,622	4,312	4,527	4,742
		Basketball: Girls:Asst.Coach	2,125	2,533	2,939	3,084	3,231
		Basketball Girls: Freshamn	3,045	3,622	4,312	4,527	4,742
		Cheerleading	929	1,079	1,221	1,282	1,345
		Wrestling: Head Coach	3,045	3,622	4,312	4,527	4,742
		Wrestling: Asst. Coach	2,125	2,533	2,939	3,084	3,231
		Spring Sports					
		Baseball Head Coach	2,282	2,709	3,231	3,392	3,553
		Baseball Asst. Coach	1,595	1,896	2,202	2,311	2,422
		Lacrosse Head Coach	2,282	2,709	3,231	3,392	3,553
		Lacrosse Asst. Coach	1,595	1,896	2,202	2,311	2,422
		Track Head Coach-Boys and Girls	2,282	2,709	3,231	3,392	3,553
		Track Asst. Coach	1,595	1,896	2,202	2,311	2,422
		Softball Head Coach	2,282	2,709	3,231	3,392	3,553
		Softball Asst. Coach	1,595	1,896	2,202	2,311	2,422

		2023-2024				
Level	Athletics	Level 1	Level 2	Level 3	Level 4	Level 5
High School	Fall Sports	(1 yr)	(2nd yr)	(3rd-9th yr)	(10th-14th yr)	(15+ yr)
	Cheerleading	1,665	1,930	2,191	2,301	2,408
	Cheerleading- Asst. Coach	1,166	1,351	1,534	1,611	1,686
	Cross Country - Head Coach	4,078	4,859	5,648	5,932	6,214
	Cross Country - Asst. Coach	2,855	3,402	3,953	4,152	4,350
	Field Hockey - Asst. Coach	2,854	3,474	3,946	4,145	4,343
	Field Hockey - Head Coach	4,078	4,859	5,648	5,932	6,214
	Football - Asst. Coach	4,624	5,349	6,084	6,388	6,691
	Football - Asst. Coach	4,624	5,349	6,084	6,388	6,691
	Football - Asst. Coach	4,624	5,349	6,084	6,388	6,691
	Football - Head Coach	6,603	7,642	8,687	9,119	9,557
	Golf - Head Coach	2,606	3,389	4,172	4,382	4,589
	Soccer/Boys - Asst. Coach	2,854	3,474	3,946	4,145	4,343
	Soccer/Boys - Head Coach	4,078	4,859	5,648	5,932	6,214
	Soccer/Girls - Asst. Coach	2,854	3,474	3,946	4,145	4,343
	Soccer/Girls - Head Coach	4,078	4,859	5,648	5,932	6,214
	Strength & Conditioning (full year)	2,519	2,519	2,519	2,519	2,519
	Tennis/Girls - Head Coach	2,606	3,389	4,172	4,382	4,589
	Tennis/ Girls- Asst. Coach	1,824	2,373	2,921	3,067	3,212
	Volleyball Girls- Head Coach	4,079	4,859	5,648	5,932	6,214
	Volleyball Girls- Assistant Coach	2,854	3,473	3,946	4,145	4,343
	Winter Sports					
	Basketball: Boys-Asst. Coach	3,804	4,536	5,267	5,529	5,795
	Basketball: Boys-Head Coach	5,440	6,487	7,524	7,901	8,277
	Basketball: Girls-Asst. Coach	3,804	4,536	5,267	5,529	5,795
	Basketball: Girls-Head Coach	5,440	6,487	7,524	7,901	8,277
	Cheerleading	1,665	1,930	2,191	2,301	2,408
	Cheerleading- Asst. Coach	1,166	1,351	1,534	1,611	1,686
	Volleyball Girls- Head Coach	4,078	4,859	5,648	5,932	6,214
	Volleyball Girls- Asst. Coach	2,854	3,474	3,946	4,145	4,343
	Winter Track	1,503	1,763	2,035	2,137	2,238
	Wrestling: Asst. Coach	3,804	4,536	5,267	5,529	5,795
	Wrestling: Asst. Coach	3,804	4,536	5,267	5,529	5,795
	Wrestling: Head Coach	5,440	6,487	7,524	7,901	8,277
	Spring Sports					
	Baseball Asst. Coach	2,854	3,474	3,946	4,145	4,343
	Baseball Head Coach	4,078	4,859	5,648	5,932	6,214
	Lacrosse Asst. Coach	2,854	3,474	3,946	4,145	4,343
	Lacrosse Head Coach	4,078	4,859	5,648	5,932	6,214
	Softball Asst. Coach	2,854	3,474	3,946	4,145	4,343
	Softball Head Coach	4,078	4,859	5,648	5,932	6,214
	Tennis Boys- Head Coach	2,606	3,389	4,172	4,382	4,589
	Tennis Boys- Asst. Coach	1,824	2,373	2,920	3,067	3,212
	Track Asst. Coach	2,854	3,474	3,946	4,145	4,343
	Track Asst. Coach	2,854	3,474	3,946	4,145	4,343
	Track Head Coach-Boys	4,078	4,859	5,648	5,932	6,214
	Track Head Coach-Girls	4,078	4,859	5,648	5,932	6,214

Level		2023-2024					
		Athletics	Level 1	Level 2	Level 3	Level 4	Level 5
Middle School	7th & 8th	Fall Sports					
		Cheerleading	998	1,160	1,313	1,379	1,446
	7th-9th	Football - Head Coach	3,957	4,583	5,207	5,465	5,728
	7th-9th	Football - Asst. Coach	2,771	3,211	3,607	3,786	3,967
	7th & 8th	Football - Asst. Coach	2,771	3,211	3,607	3,786	3,967
	7th & 8th	Football - Asst. Coach	2,771	3,211	3,607	3,786	3,967
		Field Hockey - Head Coach	2,453	2,912	3,474	3,646	3,819
		Field Hockey - Asst. Coach	1,715	2,039	2,367	2,485	2,604
		Soccer/Boys - Head Coach	2,453	2,912	3,474	3,646	3,819
		Soccer/Boys - Asst. Coach	1,715	2,039	2,367	2,485	2,604
		Soccer/Girls - Head Coach	2,453	2,912	3,474	3,646	3,819
		Soccer/Girls - Asst. Coach	1,715	2,039	2,367	2,485	2,604
		Winter Sports					
		Basketball: Boys-Head Coach	3,274	3,893	4,635	4,866	5,097
		Basketball: Boys-Asst. Coach	2,285	2,723	3,159	3,315	3,474
		Basketball: Boys:Freshman	3,274	3,893	4,635	4,866	5,097
		Basketball: Girls:Head Coach	3,274	3,893	4,635	4,866	5,097
		Basketball: Girls:Asst.Coach	2,285	2,723	3,159	3,315	3,474
		Basketball Girls: Freshamn	3,274	3,893	4,635	4,866	5,097
		Cheerleading	998	1,160	1,313	1,379	1,446
		Wrestling: Head Coach	3,274	3,893	4,635	4,866	5,097
		Wrestling: Asst. Coach	2,285	2,723	3,159	3,315	3,474
		Spring Sports					
		Baseball Head Coach	2,453	2,912	3,474	3,646	3,819
		Baseball Asst. Coach	1,715	2,039	2,367	2,485	2,604
		Lacrosse Head Coach	2,453	2,912	3,474	3,646	3,819
		Lacrosse Asst. Coach	1,715	2,039	2,367	2,485	2,604
		Track Head Coach-Boys and Girls	2,453	2,912	3,474	3,646	3,819
		Track Asst. Coach	1,715	2,039	2,367	2,485	2,604
		Softball Head Coach	2,453	2,912	3,474	3,646	3,819
		Softball Asst. Coach	1,715	2,039	2,367	2,485	2,604

		2024-2025				
Level	Athletics	Level 1	Level 2	Level 3	Level 4	Level 5
High School	Fall Sports	(1 yr)	(2nd yr)	(3rd-9th yr)	(10th-14th yr)	(15+ yr)
	Cheerleading	1,790	2,075	2,355	2,473	2,589
	Cheerleading- Asst. Coach	1,253	1,452	1,649	1,731	1,812
	Cross Country - Head Coach	4,384	5,224	6,071	6,377	6,680
	Cross Country - Asst. Coach	3,069	3,657	4,250	4,464	4,676
	Field Hockey - Asst. Coach	3,068	3,734	4,242	4,456	4,669
	Field Hockey - Head Coach	4,384	5,224	6,071	6,377	6,680
	Football - Asst. Coach	4,970	5,751	6,541	6,867	7,193
	Football - Asst. Coach	4,970	5,751	6,541	6,867	7,193
	Football - Asst. Coach	4,970	5,751	6,541	6,867	7,193
	Football - Head Coach	7,098	8,215	9,338	9,803	10,274
	Golf - Head Coach	2,801	3,644	4,485	4,711	4,933
	Soccer/Boys - Asst. Coach	3,068	3,734	4,242	4,456	4,669
	Soccer/Boys - Head Coach	4,384	5,224	6,071	6,377	6,680
	Soccer/Girls - Asst. Coach	3,068	3,734	4,242	4,456	4,669
	Soccer/Girls - Head Coach	4,384	5,224	6,071	6,377	6,680
	Strength & Conditioning (full year)	2,708	2,708	2,708	2,708	2,708
	Tennis/Girls - Head Coach	2,801	3,644	4,485	4,711	4,933
	Tennis/ Girls- Asst. Coach	1,961	2,550	3,140	3,297	3,453
	Volleyball Girls- Head Coach	4,384	5,223	6,072	6,377	6,680
	Volleyball Girls- Assistant Coach	3,068	3,734	4,242	4,456	4,669
	Winter Sports					
	Basketball: Boys-Asst. Coach	4,090	4,876	5,662	5,943	6,230
	Basketball: Boys-Head Coach	5,847	6,973	8,089	8,494	8,897
	Basketball: Girls-Asst. Coach	4,090	4,876	5,662	5,943	6,230
	Basketball: Girls-Head Coach	5,847	6,973	8,089	8,494	8,897
	Cheerleading	1,790	2,075	2,355	2,473	2,589
	Cheerleading- Asst. Coach	1,253	1,452	1,649	1,731	1,812
	Vollyball Girls- Head Coach	4,384	5,224	6,071	6,377	6,680
	Vollyball Girls- Asst. Coach	3,068	3,734	4,242	4,456	4,669
	Winter Track	1,616	1,896	2,188	2,297	2,406
	Wrestling: Asst. Coach	4,090	4,876	5,662	5,943	6,230
	Wrestling: Asst. Coach	4,090	4,876	5,662	5,943	6,230
	Wrestling: Head Coach	5,847	6,973	8,089	8,494	8,897
	Spring Sports					
	Baseball Asst. Coach	3,068	3,734	4,242	4,456	4,669
	Baseball Head Coach	4,384	5,224	6,071	6,377	6,680
	Lacrosse Asst. Coach	3,068	3,734	4,242	4,456	4,669
	Lacrosse Head Coach	4,384	5,224	6,071	6,377	6,680
	Softball Asst. Coach	3,068	3,734	4,242	4,456	4,669
	Softball Head Coach	4,384	5,224	6,071	6,377	6,680
	Tennis Boys- Head Coach	2,801	3,644	4,485	4,711	4,933
	Tennis Boys- Asst. Coach	1,961	2,551	3,139	3,298	3,453
	Track Asst. Coach	3,068	3,734	4,242	4,456	4,669
	Track Asst. Coach	3,068	3,734	4,242	4,456	4,669
	Track Head Coach-Boys	4,384	5,224	6,071	6,377	6,680
	Track Head Coach-Girls	4,384	5,224	6,071	6,377	6,680



Level		2024-2025					
		Athletics	Level 1	Level 2	Level 3	Level 4	Level 5
Middle School	7th & 8th	Fall Sports					
		Cheerleading	1,073	1,247	1,411	1,482	1,554
	7th-9th	Football - Head Coach	4,254	4,927	5,598	5,875	6,158
	7th-9th	Football - Asst. Coach	2,979	3,452	3,877	4,070	4,265
	7th & 8th	Football - Asst. Coach	2,979	3,452	3,877	4,070	4,265
	7th & 8th	Football - Asst. Coach	2,979	3,452	3,877	4,070	4,265
		Field Hockey - Head Coach	2,637	3,131	3,734	3,919	4,106
		Field Hockey - Asst. Coach	1,844	2,191	2,544	2,671	2,799
		Soccer/Boys - Head Coach	2,637	3,131	3,734	3,919	4,106
		Soccer/Boys - Asst. Coach	1,844	2,191	2,544	2,671	2,799
		Soccer/Girls - Head Coach	2,637	3,131	3,734	3,919	4,106
		Soccer/Girls - Asst. Coach	1,844	2,191	2,544	2,671	2,799
		Winter Sports					
		Basketball: Boys-Head Coach	3,519	4,185	4,983	5,231	5,480
		Basketball: Boys-Asst. Coach	2,456	2,927	3,396	3,564	3,734
		Basketball: Boys:Freshman	3,519	4,185	4,983	5,231	5,480
		Basketball: Girls:Head Coach	3,519	4,185	4,983	5,231	5,480
		Basketball: Girls:Asst.Coach	2,456	2,927	3,396	3,564	3,734
		Basketball Girls: Freshamn	3,519	4,185	4,983	5,231	5,480
		Cheerleading	1,073	1,247	1,411	1,482	1,554
		Wrestling: Head Coach	3,519	4,185	4,983	5,231	5,480
		Wrestling: Asst. Coach	2,456	2,927	3,396	3,564	3,734
		Spring Sports					
		Baseball Head Coach	2,637	3,131	3,734	3,919	4,106
		Baseball Asst. Coach	1,844	2,191	2,544	2,671	2,799
		Lacrosse Head Coach	2,637	3,131	3,734	3,919	4,106
		Lacrosse Asst. Coach	1,844	2,191	2,544	2,671	2,799
		Track Head Coach-Boys and Girls	2,637	3,131	3,734	3,919	4,106
		Track Asst. Coach	1,844	2,191	2,544	2,671	2,799
		Softball Head Coach	2,637	3,131	3,734	3,919	4,106
		Softball Asst. Coach	1,844	2,191	2,544	2,671	2,799

<b>Co-Curricular</b>		2022-2023	2022-2023	2022-2023	2022-2023	2022-2023
<b>Department Chairperson</b>						
District	Art	2,432				
District	Music	2,432				
District	Physical Educ	2,432				
District	Library	2,432				
District	Guidance	2,432				
HS	English	2,048				
HS	Foreign Lang.	2,048				
HS	Math	2,048				
HS	Science	2,048				
HS	Social Studies	2,048				
HS	Special Educ.	2,048				
MS	Language Arts	1,575				
MS	Math	1,575				
MS	Science	1,575				
MS	Social Studies	1,575				
MS	Special Education	1,575				
District	Mentor *2 year term, annual stipend listed	572				
<b>Miscellaneous</b>		<b>(1 yr)</b>	<b>(2nd yr)</b>	<b>(3rd-9th yr)</b>	<b>(10th-14th yr)</b>	<b>(15+ yr)</b>
District	Reading Olympics Coordinator	973	1,219	1,451	1,523	1,597
HS	Class Advisor - Freshman	886	886	886	886	886
HS	Class Advisor - Freshman	886	886	886	886	886
HS	Class Advisor - Sophomore	886	886	886	886	886
HS	Class Advisor - Sophomore	886	886	886	886	886
HS	Class Advisor - Junior	1,265	1,265	1,265	1,265	1,265
HS	Class Advisor - Junior	1,265	1,265	1,265	1,265	1,265
HS	Class Advisor - Senior	2,203	2,203	2,203	2,203	2,203
HS	Class Advisor - Senior	2,203	2,203	2,203	2,203	2,203
HS	Culinary/Banquet Manager	1,653	1,894	2,133	2,240	2,348
HS	DECA	973	1,219	1,451	1,523	1,597
HS	National Honor Society	973	1,219	1,451	1,523	1,597
HS	HOSA	973	1,219	1,451	1,523	1,597
HS	Service Club	973	1,219	1,451	1,523	1,597
HS	Music - Band Director	5,570	6,452	7,334	7,699	8,066
HS	Music - Band Asst.	1,451	1,699	1,941	2,038	2,133
HS	Music - Band Asst.	1,451	1,699	1,941	2,038	2,133
HS	Music - Band Asst.	1,451	1,699	1,941	2,038	2,133
HS	Music - Jazz Band	2,202	2,860	3,521	3,699	3,875
HS	Music - Show Choir	2,202	2,860	3,521	3,699	3,875
HS	Skills USA	973	1,219	1,451	1,523	1,597
HS	Stage Manager	1,653	1,894	2,133	2,240	2,348
HS	Student Council	973	1,219	1,451	1,523	1,597
HS	Troiad/Yearbook Business Manager	1,376	1,920	2,496	2,618	2,744
HS	Troiad/Yearbook Creative Manger (Editor)	1,896	2,655	3,445	3,617	3,793
<b>Co-Curricular</b>						
<b>Miscellaneous</b>		<b>(1 yr)</b>	<b>(2nd yr)</b>	<b>(3rd-9th yr)</b>	<b>(10th-14th yr)</b>	<b>(15+ yr)</b>
7th-8th	National Junior Honor Society	732	973	1,219	1,245	1,338
7th-8th	Music - Band Director	1,699	1,941	2,187	2,296	2,405
7th-8th	Music -Jazz Band	732	1,414	2,048	2,149	2,252
7th-8th	Music - Band Front	1,219	1,451	1,699	1,782	1,866
7th-8th	Music - Chorus	1,699	1,941	2,187	2,296	2,405
4th-6th	Music - Band Director	1,699	1,941	2,187	2,296	2,405
5th-6th	Music -Jazz Band	732	1,414	2,048	2,149	2,252
5th-6th	Music - Band Front	1,219	1,451	1,699	1,782	1,866
5th-6th	Music - Chorus	1,699	1,941	2,187	2,296	2,405
5th-8th	Stage Manager	973	1,219	1,451	1,523	1,597
5th-8th	Student Council	732	1,414	2,048	2,149	2,252
5th-8th	TV Productions	973	1,219	1,451	1,523	1,597
5th-8th	Service Club	732	1,414	2,048	2,149	2,252
PreK-4th	Elementary Facilitator	1,101	1,101	1,101	1,101	1,101
PreK-4th	Safety Patrol - Barth	973	1,219	1,451	1,523	1,597
PreK-4th	Safety Patrol - Franklin	973	1,219	1,451	1,523	1,597
PreK-4th	Safety Patrol - Lincoln	973	1,219	1,451	1,523	1,597
PreK-4th	Safety Patrol - Rupert	973	1,219	1,451	1,523	1,597

<b>Co-Curricular</b>			2023-2024	2023-2024	2023-2024	2023-2024	2023-2024
<b>Department Chairperson</b>							
District	Art		2,553				
District	Music		2,553				
District	Physical Educ		2,553				
District	Library		2,553				
District	Guidance		2,553				
HS	English		2,150				
HS	Foreign Lang.		2,150				
HS	Math		2,150				
HS	Science		2,150				
HS	Social Studies		2,150				
HS	Special Educ.		2,150				
MS	Language Arts		1,654				
MS	Math		1,654				
MS	Science		1,654				
MS	Social Studies		1,654				
MS	Special Education		1,654				
District	Mentor *2 year term, annual stipend listed		601				
<b>Miscellaneous</b>			<b>(1 yr)</b>	<b>(2nd yr)</b>	<b>(3rd-9th yr)</b>	<b>(10th-14th yr)</b>	<b>(15+ yr)</b>
District	Reading Olympics Coordinator		1,046	1,310	1,560	1,638	1,717
HS	Class Advisor - Freshman		952	952	952	952	952
HS	Class Advisor - Freshman		952	952	952	952	952
HS	Class Advisor - Sophomore		952	952	952	952	952
HS	Class Advisor - Sophomore		952	952	952	952	952
HS	Class Advisor - Junior		1,360	1,360	1,360	1,360	1,360
HS	Class Advisor - Junior		1,360	1,360	1,360	1,360	1,360
HS	Class Advisor - Senior		2,368	2,368	2,368	2,368	2,368
HS	Class Advisor - Senior		2,368	2,368	2,368	2,368	2,368
HS	Culinary/Banquet Manager		1,777	2,036	2,293	2,408	2,524
HS	DECA		1,046	1,310	1,560	1,638	1,717
HS	National Honor Society		1,046	1,310	1,560	1,638	1,717
HS	HOSA		1,046	1,310	1,560	1,638	1,717
HS	Service Club		1,046	1,310	1,560	1,638	1,717
HS	Music - Band Director		5,987	6,936	7,884	8,277	8,671
HS	Music - Band Asst.		1,560	1,826	2,087	2,191	2,293
HS	Music - Band Asst.		1,560	1,826	2,087	2,191	2,293
HS	Music - Band Asst.		1,560	1,826	2,087	2,191	2,293
HS	Music - Jazz Band		2,367	3,074	3,785	3,977	4,166
HS	Music - Show Choir		2,367	3,074	3,785	3,977	4,166
HS	Skills USA		1,046	1,310	1,560	1,638	1,717
HS	Stage Manager		1,777	2,036	2,293	2,408	2,524
HS	Student Council		1,046	1,310	1,560	1,638	1,717
HS	Troiad/Yearbook Business Manager		1,479	2,064	2,683	2,814	2,950
HS	Troiad/Yearbook Creative Manger (Editor)		2,039	2,854	3,704	3,889	4,077
<b>Co-Curricular</b>							
<b>Miscellaneous</b>			<b>(1 yr)</b>	<b>(2nd yr)</b>	<b>(3rd-9th yr)</b>	<b>(10th-14th yr)</b>	<b>(15+ yr)</b>
7th-8th	National Junior Honor Society		787	1,046	1,310	1,338	1,439
7th-8th	Music - Band Director		1,826	2,087	2,351	2,468	2,585
7th-8th	Music -Jazz Band		787	1,520	2,201	2,310	2,421
7th-8th	Music - Band Front		1,310	1,560	1,826	1,916	2,006
7th-8th	Music - Chorus		1,826	2,087	2,351	2,468	2,585
4th-6th	Music - Band Director		1,826	2,087	2,351	2,468	2,585
5th-6th	Music -Jazz Band		787	1,520	2,201	2,310	2,421
5th-6th	Music - Band Front		1,310	1,560	1,826	1,916	2,006
5th-6th	Music - Chorus		1,826	2,087	2,351	2,468	2,585
5th-8th	Stage Manager		1,046	1,310	1,560	1,638	1,717
5th-8th	Student Council		787	1,520	2,201	2,310	2,421
5th-8th	TV Productions		1,046	1,310	1,560	1,638	1,717
5th-8th	Service Club		787	1,520	2,201	2,310	2,421
PreK-4th	Elementary Facilitator		1,183	1,183	1,183	1,183	1,183
PreK-4th	Safety Patrol - Barth		1,046	1,310	1,560	1,638	1,717
PreK-4th	Safety Patrol - Franklin		1,046	1,310	1,560	1,638	1,717
PreK-4th	Safety Patrol - Lincoln		1,046	1,310	1,560	1,638	1,717
PreK-4th	Safety Patrol - Rupert		1,046	1,310	1,560	1,638	1,717

<b>Co-Curricular</b>			2024-2025	2024-2025	2024-2025	2024-2025	2024-2025
<b>Department Chairperson</b>							
District	Art		2,681				
District	Music		2,681				
District	Physical Educ		2,681				
District	Library		2,681				
District	Guidance		2,681				
HS	English		2,257				
HS	Foreign Lang.		2,257				
HS	Math		2,257				
HS	Science		2,257				
HS	Social Studies		2,257				
HS	Special Educ.		2,257				
MS	Language Arts		1,736				
MS	Math		1,736				
MS	Science		1,736				
MS	Social Studies		1,736				
MS	Special Education		1,736				
District	Mentor *2 year term, annual stipend listed		631				
<b>Miscellaneous</b>			<b>(1 yr)</b>	<b>(2nd yr)</b>	<b>(3rd-9th yr)</b>	<b>(10th-14th yr)</b>	<b>(15+ yr)</b>
District	Reading Olympics Coordinator		1,124	1,409	1,677	1,760	1,846
HS	Class Advisor - Freshman		1,024	1,024	1,024	1,024	1,024
HS	Class Advisor - Freshman		1,024	1,024	1,024	1,024	1,024
HS	Class Advisor - Sophomore		1,024	1,024	1,024	1,024	1,024
HS	Class Advisor - Sophomore		1,024	1,024	1,024	1,024	1,024
HS	Class Advisor - Junior		1,462	1,462	1,462	1,462	1,462
HS	Class Advisor - Junior		1,462	1,462	1,462	1,462	1,462
HS	Class Advisor - Senior		2,545	2,545	2,545	2,545	2,545
HS	Class Advisor - Senior		2,545	2,545	2,545	2,545	2,545
HS	Culinary/Banquet Manager		1,911	2,189	2,465	2,589	2,713
HS	DECA		1,124	1,409	1,677	1,760	1,846
HS	National Honor Society		1,124	1,409	1,677	1,760	1,846
HS	HOSA		1,124	1,409	1,677	1,760	1,846
HS	Service Club		1,124	1,409	1,677	1,760	1,846
HS	Music - Band Director		6,436	7,456	8,475	8,897	9,321
HS	Music - Band Asst.		1,677	1,963	2,244	2,355	2,465
HS	Music - Band Asst.		1,677	1,963	2,244	2,355	2,465
HS	Music - Band Asst.		1,677	1,963	2,244	2,355	2,465
HS	Music - Jazz Band		2,544	3,305	4,069	4,275	4,478
HS	Music - Show Choir		2,544	3,305	4,069	4,275	4,478
HS	Skills USA		1,124	1,409	1,677	1,760	1,846
HS	Stage Manager		1,911	2,189	2,465	2,589	2,713
HS	Student Council		1,124	1,409	1,677	1,760	1,846
HS	Troiad/Yearbook Business Manager		1,590	2,219	2,885	3,025	3,172
HS	Troiad/Yearbook Creative Manger (Editor)		2,191	3,068	3,982	4,180	4,383
<b>Co-Curricular</b>							
<b>Miscellaneous</b>			<b>(1 yr)</b>	<b>(2nd yr)</b>	<b>(3rd-9th yr)</b>	<b>(10th-14th yr)</b>	<b>(15+ yr)</b>
7th-8th	National Junior Honor Society		846	1,124	1,409	1,439	1,547
7th-8th	Music - Band Director		1,963	2,244	2,527	2,654	2,779
7th-8th	Music -Jazz Band		846	1,634	2,367	2,483	2,603
7th-8th	Music - Band Front		1,409	1,677	1,963	2,060	2,157
7th-8th	Music - Chorus		1,963	2,244	2,527	2,654	2,779
4th-6th	Music - Band Director		1,963	2,244	2,527	2,654	2,779
5th-6th	Music -Jazz Band		846	1,634	2,367	2,483	2,603
5th-6th	Music - Band Front		1,409	1,677	1,963	2,060	2,157
5th-6th	Music - Chorus		1,963	2,244	2,527	2,654	2,779
5th-8th	Stage Manager		1,124	1,409	1,677	1,760	1,846
5th-8th	Student Council		846	1,634	2,367	2,483	2,603
5th-8th	TV Productions		1,124	1,409	1,677	1,760	1,846
5th-8th	Service Club		846	1,634	2,367	2,483	2,603
PreK-4th	Elementary Facilitator		1,272	1,272	1,272	1,272	1,272
PreK-4th	Safety Patrol - Barth		1,124	1,409	1,677	1,760	1,846
PreK-4th	Safety Patrol - Franklin		1,124	1,409	1,677	1,760	1,846
PreK-4th	Safety Patrol - Lincoln		1,124	1,409	1,677	1,760	1,846
PreK-4th	Safety Patrol - Rupert		1,124	1,409	1,677	1,760	1,846

# **EXHIBIT G**

## Extended Season Competition

If a coaching season is extended by post season play, coaches will receive additional compensation at the following rates for services provided after the first round of competition (scheduled date of play or scheduled consecutive dates of play) at the district tournament level.

Group	Head Coach		Assistant Coach	
	<u>Competition Rate</u>	<u>Practice Rate (2 hr min.)</u>	<u>Competition Rate</u>	<u>Practice Rate (2 hr min.)</u>
<b>Tier A</b>				
Football	\$30	\$10	\$15	\$5
Boys'/Girls' Basketball	\$30	\$10	\$15	\$5
Wrestling	\$30	\$10	\$15	\$5
<b>Tier B</b>				
Baseball/Softball	\$20	\$10	\$10	\$5
Lacrosse	\$20	\$10	\$10	\$5
Boys' Tennis	\$20	\$10	\$10	\$5
Boys'/Girls' Track	\$20	\$10	\$10	\$5
Field Hockey	\$20	\$10	\$10	\$5
Cross Country	\$20	\$10	\$10	\$5
Golf	\$20	\$10	\$10	\$5

Date of competition includes only days on which Pottstown School District teams or students compete. Practice sessions include only weekdays on which competition is not scheduled.

A minimum of ten Pottstown School District Athletes must be competing in post season play for an assistant coach to receive extended season compensation.

Remuneration is not to exceed \$200 for head coaches and \$100 for assistant coaches in Group A and not to exceed \$150 for head coaches and \$75 for assistant coaches in Group B.

Post season play is defined as any PIAA Senior High School Varsity tournament which leads to an individual and/or team state championship. Post season play does not include PAC league contests, playoffs, tournaments involving only PAC schools, scheduled non-league contests, or tournaments which are not an itegral compoonent of the annual PIAA Championship.

**EXHIBIT H**

Certification of Health Care Provider for  
Employee's Serious Health Condition  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003  
Expires: 8/31/2021

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: \_\_\_\_\_  
First Middle Last

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_



**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No  Yes. If so, dates of admission:

\_\_\_\_\_

Date(s) you treated the patient for condition:

\_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes.

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No  Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition:  No  Yes.

If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART B: AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? \_\_\_ No \_\_\_ Yes.

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? \_\_\_ No \_\_\_ Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?  
\_\_\_ No \_\_\_ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? \_\_\_ No \_\_\_ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?  
\_\_\_ No \_\_\_ Yes. If so, explain:

\_\_\_\_\_

\_\_\_\_\_

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_ day(s) per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.**

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**Signature of Health Care Provider**

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**Date**

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

# **INFORMATION ITEMS**

July 28, 2022

Federation of Pottstown Teachers, AFTP-AFLCIO  
230 Beech Street  
Pottstown, PA 19464  
Attention: Elisabeth A. Yoder, President

Re: Co-Curricular Position Adjustments

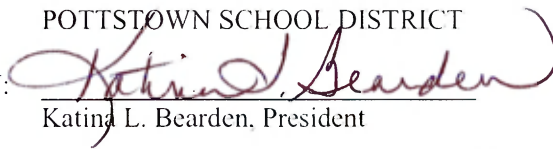
Dear Mrs. Yoder:

This will confirm our understanding regarding the subject matter referenced above. The parties, through this side letter, hereby acknowledge that they may, by mutual agreement, add or delete certain co-curricular positions as may be listed in the Professional Agreement covering the time period hereinafter described, without requiring the parties to formally open the Professional Agreement for purposes of negotiating and thereafter adopting any mutually agreed upon modifications. This understanding relates to the addition or deletion of co-curricular positions only together with any pay scale determination that may be associated therewith. Both parties also agree that the District's Administration shall be able to approve new clubs and/or activities with payment for such positions created to be made at the extra duty rates outlined in the Professional Agreement.

This understanding shall remain in effect during the term of the Professional Agreement covering the period from September 1, 2022 through August 31, 2025.

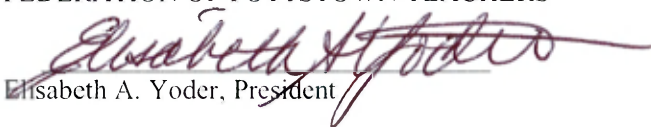
POTTSTOWN SCHOOL DISTRICT

BY:

  
Katina L. Bearden, President

FEDERATION OF POTTSTOWN TEACHERS

BY:

  
Elisabeth A. Yoder, President

cc: Mrs. Krisann Selbst, AFTP-AFLCIO

\*\*Please note that this co-curricular time side letter shall be included at the end of the bound Professional Agreement and its exhibits for convenience purposes only to ensure its receipt by all TEACHERS and is in no way, whatsoever, intended to be a part of or incorporated in any manner, whatsoever, through the Professional Agreement entered into for the period beginning September 1, 2022 through August 31, 2025.\*\*

July 28, 2022

Federation of Pottstown Teachers, AFTPA-AFLCIO  
230 Beech Street  
Pottstown, PA 19464  
Attention: Elisabeth A. Yoder, President

Re: District Self-Insurance Option

Dear Mrs. Yoder:

This will confirm our understanding regarding the subject matter referenced above which was discussed as part of the negotiations between the School District and the Federation involving the Professional Agreement approved by both parties on or about August 1, 2022 (hereinafter the "Agreement"). The parties, through this side letter, hereby acknowledge that the School District shall have the ability, at anytime throughout the term of the Agreement, to participate in any self-insurance program that may be initiated/implemented by the Montgomery County Intermediate Unit, without requiring any form of consent/approval from the Federation, so long as there is no change in the insurance plan offered by the School District. By way of clarification, any proposed change in funding structure as referenced herein will not result in a change in the selection of plans available to the Federation or the current insurance provider and network.

This understanding shall remain in effect throughout the term of the Agreement which covers the period from September 1, 2022 through August 31, 2025.

POTTSTOWN SCHOOL DISTRICT

BY:

  
Katija L. Bearden, President

FEDERATION OF POTTSTOWN TEACHERS

BY:

  
Elisabeth A. Yoder, President

cc: Mrs. Krisann Selbst, AFTPA-AFLCIO

\*\*Please note that this self-insurance side letter shall be included at the end of the bound Professional Agreement and its exhibits for convenience purposes only to ensure its receipt by all TEACHERS and is in no way, whatsoever, intended to be a part of or incorporated in any manner, whatsoever, through the Professional Agreement entered into for the period beginning September 1, 2022 through August 31, 2025.\*\*

July 28, 2022

Federation of Pottstown Teachers, AFTP-AFLCIO  
230 Beech Street  
Pottstown, PA 19464  
Attention: Elisabeth A. Yoder, President

Re: Long- Term Substitute Teacher Per Diem Pay

Dear Mrs. Yoder:

This will confirm our understanding regarding the subject matter referenced above. The parties, through this side letter, hereby acknowledge that they may, by mutual agreement, adjust the per diem pay rate as listed in the Professional Agreement covering the time period hereinafter described, without requiring the parties to formally open the Professional Agreement for purposes of negotiating and thereafter adopting any mutually agreed upon modifications. This understanding relates to the adjustment in the per diem pay rate for long-term substitute teachers only.

This understanding shall remain in effect during the term of the Professional Agreement covering the period from September 1, 2022 through August 31, 2025.


POTTSTOWN SCHOOL DISTRICT

BY:

  
Katina L. Bearden, President

FEDERATION OF POTTSTOWN TEACHERS

BY:

  
Elisabeth A. Yoder, President

cc: Mrs. Krisann Selbst, AFTP-AFLCIO

\*\*Please note that this long-term substitute teacher per diem pay side letter shall be included at the end of the bound Professional Agreement and its exhibits for convenience purposes only to ensure its receipt by all Teachers and is in no way, whatsoever, intended to be a part of or incorporated in any manner, whatsoever, through the Professional Agreement entered into for the period beginning September 1, 2022 through August 31, 2025.\*\*

July 28, 2022

Federation of Pottstown Teachers, AFTPA-AFLCIO  
230 Beech Street  
Pottstown, PA 19464  
Attention: Elisabeth A. Yoder, President

Re: Planning Time

Dear Mrs. Yoder:

This will confirm our understanding regarding the subject matter referenced above. The parties, through this side letter, hereby acknowledge that all Teachers shall receive planning periods and the District will make every reasonable effort to schedule one (1) planning period per day, but is not bound to do so. Planning periods shall be a minimum of forty (40) consecutive minutes and shall be based upon a scheduled full student day. Planning periods may occur anytime during the Teacher workday.

Teachers who miss their planning period will be paid for each missed planning period in that month beginning with the first (1st) missed planning period. This is based on an average of one (1) planning period per day. Teachers without a planning period will be eligible for payment starting with the first (1<sup>st</sup>) occurrence. Missed planning periods deemed eligible for payment in accordance with the terms of this side letter shall be compensated at the rate of Thirty (\$30.00) Dollars per missed planning period. The monetary compensation shall be the only remedy available, and the only issue subject to the grievance procedure shall be the non-payment of such compensation.

This understanding shall remain in effect during the term of the Professional Agreement covering the period from September 1, 2022 through August 31, 2025.


POTTSTOWN SCHOOL DISTRICT

BY:

  
Katina L. Bearden, President

FEDERATION OF POTTSTOWN  
TEACHERS

BY:

  
Elisabeth A. Yoder, President

cc: Mrs. Krisann Selbst, AFTPA-AFLCIO

\*\*Please note that this planning time side letter shall be included at the end of the bound Professional Agreement and its exhibits for convenience purposes only to ensure its receipt by all TEACHERS and is in no way, whatsoever, intended to be a part of or incorporated in any manner, whatsoever, through the Professional Agreement entered into for the period beginning September 1, 2022 through August 31, 2025.\*\*



July 28, 2022


Federation of Pottstown Teachers, AFTP-AFLCIO  
230 Beech Street  
Pottstown, PA 19464  
Attention: Elisabeth A. Yoder, President


Re: Split-Class Coverage and Compensation

Dear Mrs. Yoder:

Teachers who receive a split-class of three (3) or more students for half ( $\frac{1}{2}$ ) of a full student day (defined as being a minimum of three (3) hours of the school day) shall be compensated at the rate of Thirty Dollars (\$30.00) per half ( $\frac{1}{2}$ ) day of coverage and compensated at the rate of Sixty Dollars (\$60.00) per full day of coverage (defined as being a minimum of six (6) hours of the school day).

This understanding shall remain in effect during the term of the Professional Agreement covering the period from September 1, 2022 through August 31, 2025.

POTTSTOWN SCHOOL DISTRICT  
BY:   
Katrina L. Bearden, President

FEDERATION OF POTTSTOWN TEACHERS  
BY:   
Elisabeth A. Yoder, President

cc: Mrs. Krisann Selbst, AFTP-AFLCIO

\*\*Please note that this split-class coverage and compensation side letter shall be included at the end of the bound Professional Agreement and its exhibits for convenience purposes only to ensure its receipt by all Teachers and is in no way, whatsoever, intended to be a part of or incorporated in any manner, whatsoever, through the Professional Agreement entered into for the period beginning September 1, 2022 through August 31, 2025.\*\*

**POTTSTOWN SCHOOL DISTRICT  
MONTGOMERY COUNTY, PENNSYLVANIA**

**MEMORANDUM OF UNDERSTANDING  
INCENTIVE TO STAY PROGRAM**

This MEMORANDUM OF UNDERSTANDING (hereinafter the “*MOU*”) is entered into by and between POTTSTOWN SCHOOL DISTRICT (hereinafter the “*DISTRICT*”), and FEDERATION OF POTTSTOWN TEACHERS, AFTPA-AFLCIO (hereinafter the “*FEDERATION*”).

**WITNESSETH:**

**WHEREAS**, the DISTRICT and FEDERATION are parties to a certain Professional Agreement which will expire on August 31, 2022; and

**WHEREAS**, the DISTRICT and FEDERATION have negotiated terms in connection with a new Professional Agreement covering the period beginning September 1, 2022 and ending August 31, 2025 (hereinafter the “*Professional Agreement*”); and

**WHEREAS**, in connection with the negotiations involving the new Professional Agreement, the DISTRICT and FEDERATION wish to implement an incentive to stay program (hereinafter the “*Program*”), which shall replace the previous retirement incentive program that lapses as of August 31, 2022, to be available to all members of the FEDERATION (hereinafter, interchangeably, “*TEACHER*” and/or “*TEACHERS*”) throughout the term thereof and, through this MOU, wish to clarify and confirm the terms and conditions of the Program.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the DISTRICT and FEDERATION, intending to be legally bound, do hereby mutually agree to the following:

1. That the recitals set forth in the preamble of this MOU are incorporated herein as though, again, set forth in fully and complete detail.

2. That all TEACHERS shall be eligible to participate in the Program provided that:

a) The TEACHER must have fifteen (15) years of service in the Pottstown School District and have at least fifteen (15) years of service credit with the Pennsylvania School Employees' Retirement System;

b) That a TEACHER out on paid or unpaid leave in excess of forty-five (45) days in a given school year, shall receive a prorated contribution on the percentage of days worked during that school year, except for an eligible TEACHER on leave for work related injuries.

3. That, beginning with the 2022-2023 School Year, the District shall pay to each eligible TEACHER an amount equal to Five Thousand (\$5,000.00) Dollars, to be deposited into a DISTRICT sponsored 403(b) account selected by the TEACHER, with said payment to be made no later than thirty (30) calendar days following the TEACHERS completion of a full school year, up to a maximum aggregate contribution of Twenty-Five Thousand (\$25,000.00) Dollars during the term of the program outlined in this MOU. The TEACHER shall indemnify and hold harmless the DISTRICT, its agents, employees and Board members from any claim, which the Internal Revenue Service or the Pennsylvania Department of Revenue could assert with respect to the provision of payment severance pay through the established 403(b) plan.

4. That this MOU will automatically expire on August 31, 2027 (two years beyond the current Professional Agreement set to expire on August 31, 2025), and is considered a one-time, non-precedent setting, arrangement.

*[Signatures on following page]*

IN WITNESS WHEREOF, the DISTRICT and FEDERATION, through their duly authorized representatives, have set forth their hands and seals as of the dates set forth below.

POTTSTOWN SCHOOL DISTRICT

By: 

Katina L. Bearden, President  
Board of School Directors

FEDERATION OF POTTSTOWN TEACHERS

By: 

Elisabeth A. Yoder, President  
Federation of Pottstown Teachers,  
AFTPA-AFLCIO

Date: July 28, 2022

Date: July 28, 2022