



A G R E E M E N T

B E T W E E N

T H E E L I Z A B E T H F O R W A R D S C H O O L D I S T R I C T

A N D

T H E E L I Z A B E T H F O R W A R D E D U C A T I O N A S S O C I A T I O N

2021-2026

The Elizabeth Forward School District is an equal opportunity education institution and will not discriminate on the basis of race, color, national origin, sex and handicap. For information regarding civil rights or grievance procedures, contact the Title IX Coordinator at Elizabeth Forward School District, 401 Rock Run Road, Elizabeth, PA 15037-2416 and telephone of 412-896-2300.

## TABLE OF CONTENTS

<b>Preamble</b>		<b>1</b>
<b>Witnesseth</b>		<b>1</b>
<b>Article I</b>	<b>Recognition</b>	<b>2</b>
<b>Article II</b>	<b>Effective Date, Modification and Termination</b>	<b>3</b>
<b>Article III</b>	<b>Rights of Professional Employees</b>	<b>4</b>
	<b>A. Required Meetings or Hearings</b>	<b>4</b>
	<b>B. Evaluation of Students</b>	<b>4</b>
	<b>C. Just Cause Provision</b>	<b>4</b>
	<b>D. Statutory Savings Clause</b>	<b>4</b>
<b>Article IV</b>	<b>Association Privileges</b>	<b>5</b>
	<b>A. Bulletin Boards</b>	<b>5</b>
	<b>B. Mail Facilities</b>	<b>5</b>
	<b>C. Use of Facilities</b>	<b>5</b>
	<b>D. Use of Equipment</b>	<b>5</b>
	<b>E. Information</b>	<b>5</b>
	<b>F. Association Business Days</b>	<b>5</b>
	<b>G. Right to Speak at Meeting</b>	<b>6</b>
<b>Article V</b>	<b>Employment Year and Hours of Work</b>	<b>7</b>
	<b>A. Teacher Work Year and Teacher Work Day</b>	<b>7</b>
	<b>B. Length of School Day</b>	<b>7</b>
	<b>C. Extra Pay for Extra Service</b>	<b>8</b>
	<b>D. School Calendar</b>	<b>8</b>
	<b>E. Meetings</b>	<b>8</b>
	<b>F. Nurses</b>	<b>8</b>
<b>Article VI</b>	<b>Teaching Conditions</b>	<b>9</b>
	<b>A. Duplicating Facilities</b>	<b>9</b>
	<b>B. Preparation Time</b>	<b>9</b>
	<b>C. Teaching Load</b>	<b>10</b>
	<b>D. Collecting Money</b>	<b>10</b>
	<b>E. Information Collection</b>	<b>10</b>
	<b>F. Use of Personal Automobiles</b>	<b>10</b>
	<b>G. Additional Assignments</b>	<b>10</b>
	<b>H. Sub-contracting</b>	<b>10</b>
	<b>I. Reduction of Employees</b>	<b>11</b>
	<b>J. Parent Teacher Interaction Time</b>	<b>11</b>
	<b>K. Reference Library</b>	<b>12</b>
	<b>L. Absence of Special Teachers</b>	<b>12</b>
	<b>M. Displaced Teacher Process</b>	<b>12</b>
	<b>N. State/Federal Regulations/Standards and Court Decisions</b>	<b>16</b>
	<b>O. Special Education Teachers</b>	<b>16</b>
<b>Article VII</b>	<b>Extracurricular Activities</b>	<b>17</b>
<b>Article VIII</b>	<b>Unpaid Leaves of Absence</b>	<b>18</b>
	<b>A. Family and Medical Leave (Revised January 18, 1995)</b>	<b>18</b>

	B. Child Bearing/Child Rearing/Adoption Leave.....	21
	C. Personal Leave of Absence.....	22
	D. Retention of Benefits.....	22
Article IX	Paid Leaves of Absence.....	23
	A. Sabbatical Leave.....	23
Article X	Temporary Leaves of Absence.....	25
	A. Personal Days.....	25
	B. Death in Immediate Family.....	25
	C. Death of a Near Relative.....	26
	D. In Addition to Sick Leave.....	26
	E. Legal and/or Jury Duty.....	26
Article XI	Illness or Disability.....	27
Article XII	Vacancies — Transfers.....	28
	A. Vacancies.....	28
	B. Voluntary Transfer.....	29
	C. Involuntary Transfers.....	29
	D. Compensation.....	30
Article XIII	Seniority/Recall.....	31
	A. Seniority.....	31
	B. Recall Rights for Long-Term or Short-Term Substitute Positions.....	32
Article XIV	Professional Assignment.....	34
Article XV	Professional Compensation.....	35
	A. Salaries Payable Lists.....	35
	B. Pay Schedule.....	35
	C. Reimbursement for Unused Sick Leave.....	35
	D. Perfect Attendance Incentive.....	35
	E. Hourly Rate.....	36
	F. Reimbursement for Travel Expenses.....	36
	G. Credits Beyond Master's Degree.....	36
	H. Credits Beyond Bachelor's Degree to Master's Degree..	37
	I. Reimbursement for Credits.....	37
Article. XVI	Insurance Protection.....	40
	A. Health Care.....	40
	B. Dental Insurance.....	41
	C. Life Insurance.....	42
	D. Vision Insurance.....	42
	E. Continuation of Benefits.....	42
	F. Benefit Starting Dates.....	42
	G. Insurance Protection.....	42
Article XVII	Employee Observation.....	43
	A. General Criteria.....	43
	B. Personnel File.....	43
	C. Notification of Complaints.....	44
Article XVIII	Substitutes.....	45
	A. Use of Regular Teachers.....	45
Article XIX	Protection of Employees, Students and Property.....	46
	A. Unsafe and Hazardous Conditions.....	46

	B. Reasonable Force.....	46
	C. Assistance.....	46
	D. Reporting Assault.....	46
	E. Nurse.....	46
	F. Reimbursement for Loss of Personal Property.....	47
Article XX	Discipline.....	48
Article XXI	Personal and Academic Freedom.....	49
	A. Personal Life.....	49
	B. Academic Freedom.....	49
Article XXII	Maintenance of Membership.....	50
	A. Provision.....	50
Article XXIII	Membership Dues Deductions.....	51
	A. Deduction from Salary.....	51
	B. List Supplied to the Board.....	51
	C. Authorization Cards.....	51
Article XXIV	Management.....	52
Article XXV	Responsibilities of the Parties.....	53
Article XXVI	Miscellaneous.....	54
	A. Severability.....	54
	B. Compliance Between Individual Contract and Master Agreement.....	54
	C. Printing Agreement.....	54
	D. Notice.....	54
Article XXVII	Long-Term Substitutes/Regular Part-Time Employees..	55
Article XXVIII	Grievance Procedure.....	57
	A. Purpose.....	57
	B. Definitions.....	57
	C. Procedure.....	57
	D. Rights of Teachers to Representation.....	58
	E. Miscellaneous.....	59
Article XXIX	Agreement Acceptance.....	60
Appendix I	Employee or Group Grievance Form.....	61
Appendix II	Extra Duty Remuneration (EDR).....	62
Appendix III	Enrollment Form.....	67
Appendix IV	Salary Payable Lists.....	68
Appendix V	Fairshare – Payroll Deduction.....	73

## **PREAMBLE**

This Agreement is entered into this 1st day of July 2021, by and between the Board of School Directors of the School District of Elizabeth Forward, Elizabeth, Pennsylvania, hereinafter called the "Board", and the Elizabeth Forward Education Association, hereinafter called the "Association".

Neither party to this Agreement nor their officers, agents, servants or representatives shall discriminate against the other party or any of its members on account of color, religion, age, sex, national origin, or for any other reason. The term "discriminate" as used herein is defined as the exercise of prejudice having no other reasonable justification.

## **WITNESSETH:**

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

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

**ARTICLE I**  
**RECOGNITION**

A. Unit.

The Board hereby recognizes the Association 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 at Case No. PERA-U-80-135-W, dated December 5, 1980 and as modified at Case No. PERA-R-81-387-W and described as follows:

A subdivision of the employer unit comprised of, but not limited to all full-time and regular part-time professional employees including classroom teachers, long-term substitute teachers, guidance counselors, librarians, school nurses, service learning coordinator, student assistance coordinator, child and family specialist; and excluding all management level employees, supervisors, first-level supervisors, confidential employees and guards as defined in the Act.

The parties acknowledge that the PLRB decision at Pera-u-97-325-W shall be the subject of a Joint Petition for Unit Clarification to be filed by the parties regarding the removal of the Athletic Trainer position from the unit due to the elimination of the position and the creation of the position of Athletic Director which will be an Act 93 position.

B. Definitions.

Association - the Elizabeth Forward Education Association

Employer - the Elizabeth Forward School District

District - the Elizabeth Forward School District

Board or School Board - the elected governing body of the Employer

Parties - the Association and the School District together

Employee(s) -all employees represented by the Association in the bargaining unit as certified by the Pennsylvania Labor Relations Board in Certification of Representative No. PERA-U-80-135-W, made final December 5, 1980 and as modified at PERA-R-81 -387-W.

Superintendent or Chief School Administrator - the Superintendent of Schools or the Superintendent's designee

Principal - the building principal or the building principal's designee

He and/or other masculine-related pronouns - used in the generic sense (i.e., to include all humankind, both female and male, sexes), unless context clearly indicates otherwise.

Days - Calendar Day

## ARTICLE II

### EFFECTIVE DATE, MODIFICATION AND TERMINATION

#### Effective Date.

The provisions of this Agreement are effective as of 12:01 A.M July 1, 2021 unless otherwise expressly provided herein.

#### Modification.

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

#### Termination.

Except as otherwise expressly provided herein, this Agreement shall remain in full force and effective until Midnight, June 30, 2026 or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.



### ARTICLE III

#### RIGHTS OF PROFESSIONAL EMPLOYEES

A. Required Meetings or Hearings.

When a professional employee is required by the District to appear before the Board of School Directors or any committee thereof, to consider a matter which could adversely affect his continuation in employment; such employee shall be given prior written notice of the purpose for such meeting, and he shall be entitled to have a representative of the Association or legal counsel present to advise and to represent him if he so elects. It shall be the responsibility of the professional employee to notify the Association if he so desires its participation. Nothing contained herein shall alter or change any employee duty, which is normally required by the employer-employee relationship.

B. Evaluation of Students.

No grade or evaluation of a student may be changed without consultation with the teacher who issued the grade or evaluation and then written notification to said teacher. The written notice shall include the date of the change and the administrator making the change. The written notice shall also be attached to the student's record.

C. Just Cause Provision.

No professional employee, in connection with his primary employment duty, shall be disciplined, dismissed, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth, unless a proceeding is filed under the applicable provisions of the Public School Code of 1949, and then the remedy and proceedings shall be limited to the relief and procedures as provided in the School Code. The reasons forming the basis for disciplinary action will be made available in writing to the professional employee.

D. Statutory Savings Clause.

Nothing contained herein shall be construed to deny or restrict any professional employee such rights as he may have under the Public School Code of 1949, as amended, the Public Employee Relations Act, Act 195 of 1970, Act 88 of 1992, or other applicable laws and regulations.

## ARTICLE IV

### ASSOCIATION PRIVILEGES

A. Bulletin Boards.

The Association may use a bulletin board in the teacher's room, if available in each building. If a teacher's room is not available, then a bulletin board will be provided. Such use shall be limited to Association business. Materials shall be submitted to the building principal at his office prior to posting.

B. Mail Facilities.

The Association may use school mail facilities at dismissal time. Material is to be placed in mail facilities by customarily designated school personnel. All Association mailings shall identify the Association as the source. The Association newsletter and political information may not be so distributed. All other material approved by the President of the Association may be distributed as herein authorized.

C. Use of the Facilities.

The Association may use the school facilities as per existing guidelines for facility use.

D. Use of Equipment.

The Association may use District instructional, duplicating, and technological equipment with the following conditions:

- a. Approval of building principal.
- b. Before or after work hours, but during such time that the building is normally staffed by school personnel.
- c. Association will be responsible for breakage during use.
- d. Association shall furnish its own supplies.

E. Information.

Upon written request of the Association President to the Superintendent of Schools, the District shall provide the Association with information concerning the financial resources of the District, which is available to the general public. The district shall not be required to compile, abstract or summarize information for Association use.

F. Association Business Days.

The Elizabeth Forward Education Association shall be granted time off with pay for Association business up to a cumulative total not to exceed fifteen (15) days per year, provided:

- a. No more than four (4) employees shall be absent from the district at the same time;

- b. Said employee(s) other than the officers of the Association shall have prior written approval of an Association officer.

G. Right to Speak at Meeting.

An Association representative (officer or building representative) may speak to the professional employees during any faculty or other professional meeting prior to dismissal of the meeting.

**ARTICLE V**

**EMPLOYMENT YEAR AND HOURS OF WORK**

A. Teacher Work Year and Teacher Work Day.

During the term of this Agreement, the teacher work year shall be as follows, where practical:

2021-2026

182	Instructional Days
4	Clerical Days
4	In-Service Days
1	Parent-Teacher Conference Day (See Article VI, Section J 1)
1	<i>New Teacher Orientation Day (for new hires only)</i>
191	Total
192	<i>Total for New Hires</i>

The last student instructional day of each school year will include a minimum two and one-half (2 1/2) hour early dismissal for all students.

Bargaining unit employees will be scheduled for Early Dismissals on the following four (4) days within the School Calendar: (Must equal min of 7 hr. and 39 min.) 459 min.

- a. The last instructional day before Thanksgiving recess; 1 hr. 55 min
- b. The last instructional day before Winter recess; 1 hr. 55 min
- c. The last instructional day before Memorial Day; 1 hr. 55 min
- d. The last instructional day of school; 1 hr. 54 min

On each of the above listed Early Dismissals, students will be in attendance beginning at the regular start time and will attend on a reduced schedule as determined by the Superintendent or the Superintendent's designee. Once students have been dismissed bargaining unit employees will also be permitted to leave. For contractual and pay purposes, these days are considered full days of work.

A minimum one-half (1/2) clerical day will be scheduled at the beginning, middle and end of the school year.

One (1) instructional day shall be designated as an Open House Day in accordance with Article VI, Section J 2.

Any meetings for the professional employees called by the administration during a one-half (1/2) clerical day, except the first one, shall be limited to one (1) per clerical day and not to exceed forty (40) minutes in length.

B. Length of School Day.

The normal work day shall be seven (7) hours and thirty-nine (39) minutes which shall include a lunch period as prescribed by law. The lunch period so prescribed shall not include supervision by

professional employees of pupils and the professional employees shall be held harmless by the District for any claim made due to injury to pupils during such lunch period.

C. Extra Pay for Extra Service.

When an employee is ordered to report for duty earlier or to stay later than the established normal workday sign-in time, it shall be in writing. He shall receive additional compensation at his actual hourly rate for each hour or major fraction thereof in excess of his regular duty time, except as may be modified by Appendix II of this Agreement.

D. School Calendar.

The Association may submit a proposed calendar to the Chief School Administrator and to the Secretary of the School Board on or before February 1 of each year for the following year. The Board or a committee thereof shall meet with representatives of the Association at least two (2) weeks prior to the Board's formal adoption of a calendar in order for the Association to present rationale for its submitted calendar.

E. Meetings.

The professional staff shall attend a maximum of nine (9) scheduled after-school meetings per school year. Prior to the first scheduled meeting, the teachers in each building shall have the opportunity to submit to the building principal a suggested day for the meetings. Using the results of this survey, the principal shall compile a schedule for the remaining eight (8) meetings. The first meeting shall be called at the discretion of the building principal, provided that the professional staff shall be notified at least one (1) week prior to the meeting. The dates of such meeting(s) shall be given in writing to the professional staff at the first meeting in September. Scheduled meeting dates may be changed by mutual consent. Such meetings shall begin no later than five (5) minutes after the end of the teacher day and may continue to a maximum of forty (40) minutes. Any such meeting shall be considered continued for any subdivision into smaller meetings on the same day, in the same building, within the same time limit.

F. Nurses.

The District shall provide school nurses with up to two (2) days per year of release time for the preparation of health information documentation as required by Allegheny County Health Department, the Pennsylvania Department of Health, and the Elizabeth Forward School District.

## ARTICLE VI

### TEACHING CONDITIONS

#### A. Duplicating Facilities.

1. The District will furnish and maintain in each school building appropriate equipment to allow employees the opportunity to produce educational materials. Such equipment shall be up-to-date with current technology and within the limits of the District budget.

These machines shall be accessible to all employees of those buildings.

2. Professional employees may have access to and use computer equipment owned by the School District for District educational purposes subject to the provisions of Article IV, Section D and the following conditions:
  - a. The use of the computer equipment may not interfere with the use of such equipment by students or the School District administration.
  - b. The professional employee must be appropriately trained and competent in the use of such equipment.

#### B. Preparation Time.

1. Utilization of Preparation Time.

During preparation time, which includes opportunities for lesson planning, conferences by appointment only, and other school-related situations, professional employees shall not be assigned to any other duties, except in unforeseeable circumstances.

2. Elementary Preparation.

- a. Elementary professional employees shall, in addition to their duty-free lunch, have daily preparation time equivalent to the length of a regularly scheduled class period (no less than forty-two (42) minutes). Preparation time will include time between the start of the teacher day and the beginning of classroom/homeroom responsibilities.
- b. Every effort will be made to equalize the total preparation time during the student day (Art, Music, Computer, Physical Education, and Library instruction) as long as no additional staffing is needed.

3. Middle School Preparation.

- a. Middle School professional employees shall, in addition to their duty-free lunch, have daily preparation time during the regularly scheduled student day equivalent to the length of a regularly scheduled class period in the Middle School.
- b. The District will make a reasonable effort to maintain a team preparation time each day as long as no additional staffing is needed. Should the District determine that it would no longer operate a Middle School, the terms of this provision will become null and void.

4. High School Preparation.

- a. High School Professional Employees shall in addition to their duty-free lunch period, have daily preparation time during the regularly scheduled student day for a minimum of one (1) period per day.
- b. In the event that the Modified Block Schedule Committee mutually agrees to a Modified Block Schedule Plan, the negotiating team members of the EFEA and EFSD will reconvene to revisit any conflicting contract language.

C. Teaching Load.

1. The daily teaching load for secondary teachers shall be six (6) teaching periods per day or a maximum of thirty (30) teaching periods per week. Teachers may teach more than thirty (30) class periods per week (in lieu of study halls or other assignments) provided it is mutually agreed by the teacher and building principal.
2. In the event that the Modified Block Schedule Committee mutually agrees to a Modified Block Schedule Plan, the negotiating team members of the EFEA and EFSD will reconvene to revisit any conflicting contract language.

D. Collecting Money.

No member of the bargaining unit shall be required to collect money.

E. Information Collection.

Professional staff may be requested to routinely comply with administrative requests to gather and supply pertinent information and data, which contribute to the efficient operation of the building. An example would be taking lunch counts, etc.

F. Use of Personal Automobiles.

Employees shall not be required to use their automobiles to transport students for any reason. Employees who elect to drive their own vehicles on approved school business shall do so at their own risk and must submit proof of proper and valid insurance, with minimums of \$100,000.00/\$300,000.00 coverage prior to using their vehicles.

G. Additional Assignments.

Extracurricular and coaching assignments shall not be obligatory.

H. Sub-contracting.

The Association agrees that it shall not cause or permit any member of the Association to interfere with any arrangements entered into between the District and any other union or association or contractor which require cooperative efforts on the part of the contractor and the employees, providing such arrangements do not result in suspensions, layoffs, loss of regular working hours or wages, or termination of employment of employees who are part of the bargaining unit covered by this Agreement.

I. Reduction of Employees.

If a reduction of professional employees becomes necessary, the school district shall attempt to do so through the utilization of attrition. If a reduction of professional employees becomes necessary beyond that which can be accomplished by attrition, the School Board will suspend (furlough) pursuant to the School Code or all applicable laws in effect at the time of the furlough.

Following any suspension, and if there is a vacant position in the district, the Board will attempt to aid the employee in obtaining an emergency certificate for the employee in the area of the vacancy, so that he may assume the vacant position. It is understood that said employee shall pursue a program of study to secure the proper certification in the area vacant and shall be maintained in said position while doing so, as long as the emergency certificate is maintained by the employee/district.

J. Parent Teacher Interaction Time

1. Parent Teacher Conference Day.

a. Grades K - 12

During each year of this Agreement, a Parent-Teacher Conference Day shall be scheduled following the conclusion of the first 9 weeks grading period. The Parent-Teacher Conference Day shall begin at 12:00 Noon and shall continue until 8:00 P.M. with one (1) hour dinner period. Teachers shall have their normal preparation period at their assigned workstations before the conferences begin. Teachers shall schedule their conferences in conjunction with administration and parents.

The normal preparation period shall be defined as that period of time set aside for preparation periods during any regular scheduled workday.

2. Open House.

Open House attendance shall be mandatory for all professional employees unless excused for emergency reasons by the building principal. Employees shall be compensated through a two (2) hour early dismissal on the day of open house. An employee who is assigned to more than one building shall be required to attend the open house at each building except when open house is scheduled at the same time for each building in which case the employee's attendance shall be determined by the building principals(s). Said employees who attend more than one open house shall be granted appropriate compensatory time. In addition, if an employee chooses to complete his normal workday the employee shall be granted compensatory time equal to that period. Arrangements for compensatory time and resolution of any conflicts shall be made by the building principal(s). During each year of this agreement an open house will be scheduled during September from 6:00 PM to 8:00 PM. A minimum two (2) week notice will be provided prior to the date of the Open House.

a. Kindergarten

During each year of this agreement an open house will be scheduled during August from 6:00 PM to 8:00 PM. A minimum two (2) week notice will be provided prior to the date of the Open House.



K. Reference Library.

A professional reference library will be maintained in the District. Reference materials reasonably needed for the library, as mutually agreed to by the employees, administrators, and the Board, will be provided within the limits of the District budget.

L. Absence of Special Teachers – Elementary Level – Elementary Art, Music and Physical Education Teachers, and Elementary Librarians, Reading Specialists, Federal Programs (Remedial Reading/Math) and Computer Instructors.

In the event a special teacher is absent due to illness or for any other reason, the District will make every possible effort to hire a substitute teacher. The District will document those efforts on a daily basis.

In the event that a substitute teacher is not available, a regular teacher may be used as the substitute and will receive compensation as per Article XVIII.

M. Displaced Teacher Process.

1. Definitions:

- a. Vacancy: A position that becomes available due to death, retirement, resignation, or a position that is created by the employer that was not in existence the previous school year.
- b. Displaced Position: A position that is eliminated due to decline or shift in student enrollment in a given building's grade level or in a given building's department.
- c. Displaced Teacher: The identified teacher, either through voluntary displacement or the least senior teacher in a given elementary building's grade level or a given secondary building's department who will be removed from that grade level position in the affected elementary building or from the subject area in the affected secondary building and placed in the displaced teacher pool.
- d. Seniority: The status of employees with respect to the total length of service with the School District as defined in Article XIII of the Collective Bargaining Agreement.
- e. Displaced Teachers Pool Positions: Those positions that have become vacant or created from April 30 until the day of the meeting where the displaced teachers select their positions for the next school year.

2. Voluntary displacement will only be honored provided that it does not result in a furlough or demotion of another employee.

3. ELEMENTARY- If a position is to be eliminated in an elementary building because of a shift or decline in enrollment in any one or more grade levels, the position(s) to be eliminated in each particular grade level and the teacher to become displaced shall be determined as follows:

- a. The opportunity to the elementary teachers in the affected grade level and affected building to become the displaced teacher in that grade level shall be made in writing to all teachers in the affected grade level in each affected building.

Notices shall be sent by regular mail to all such teachers at the address for such teacher(s) in the records of the School District. The teacher(s) so notified must respond in writing within five (5) calendar days after mailing of such offer to indicate their interest in becoming the displaced teacher.

- b. The most senior teacher in the affected grade level in each affected building who volunteers in writing to be displaced will become the displaced teacher.
- c. The least senior teacher in the affected grade in each affected building will become the displaced teacher, if none of the more senior teachers in that grade level volunteer to become the displaced teacher.
- d. The teacher who volunteers to be displaced or the least senior teacher displaced will be placed on a Displaced Teacher(s) list.
  - (1) Elementary teachers on the Displaced Teacher(s) list and other elementary certified teachers with permanent certification and three (3) years district seniority will be informed of available vacant Displaced Teacher Pool positions at least one (1) week prior to a bidding meeting to fill such positions.
  - (2) Those elementary teachers who have been displaced and those elementary certified teachers with permanent certification and three (3) years district seniority who wish to bid on any of the Displaced Teacher Pool positions are eligible to participate in the bid meeting.
  - (3) A bidding meeting will be conducted by the School District on or before August 1 of each school year.
  - (4) Elementary teachers on the Displaced Teacher(s) list and other elementary certified teachers with permanent certification and three (3) years district seniority shall bid for available positions based upon seniority. Teachers having the most District seniority will be given first choice of the available Displaced Teacher Pool positions for which they are certified.
  - (5) Any elementary position(s) opened as a result of the bidding shall become a part of the Displaced Teacher Pool positions and shall become available for bidding at the meeting.
  - (6) Any eligible elementary certified teacher who cannot attend the bidding meeting may submit a proxy in writing to the Association of his/her selections. At the appropriate time in the bidding process, the proxy to the Association may be used and will be honored.
  - (7) The selection by an elementary certified teacher of an available Displaced Teacher Pool position will not be honored and assignment will not occur if it results in a furlough or a demotion of another employee.
  - (8) Elementary teachers on the Displaced Teacher(s) list and elementary certified teachers with permanent certification and three (3) years district seniority may accept a maximum of two (2) of the available positions

during the bidding process. If an eligible elementary certified teacher bids on an available position during the bidding process and does not accept that position, he/she may continue to bid on available positions during the bidding process and will not be counted as one of their two acceptances.

- e. In the event that no vacancy exists that an elementary certified teacher may choose, a reduction of employees and realignment of staff shall take place pursuant to Article VI, Section I of the Collective Bargaining Agreement and the Public School Code of 1949 or all applicable laws in effect at the time of the furlough.
  - f. If any positions remain, after all displaced persons have been placed during the bid day process, those positions will be considered vacant and therefore not posted in accordance with Article XII. Elementary certified teachers with permanent certification and three (3) years district seniority may apply for any of the remaining positions for which they are qualified. If a properly certified elementary teacher applies for a remaining bid day position he/she must interview for that remaining bid day position. There will be no guarantee of placement in the position. A vacant position created by a successful interview for a position will be posted.
  - g. If any vacancies as defined in Article VI, Section M 1 a, become available between bid day and April 30th of the next year, those positions will be posted and filled according to article XII.
  - h. A displacement because of a shift or decline in enrollment will not be considered an involuntary transfer.
4. SECONDARY - If a position is eliminated in a secondary building in a particular subject area because of a shift or decline in enrollment, the positions to be eliminated and the teacher to be displaced shall be determined as follows:
- a. The opportunity to a secondary teacher in the affected subject area and affected secondary building to become the displaced teacher shall be made in writing to all teachers in the affected subject area in the affected secondary building. Notice shall be sent by regular mail to all such teachers at the address for such teacher(s) in the records of the School District. The teacher(s) so notified must respond in writing within five (5) calendar days after mailing of such offer to indicate their interest in becoming the displaced teacher.
  - b. The most senior teacher in the affected subject area in the affected building who volunteers in writing to be displaced will become the displaced teacher.
  - c. The least senior in the affected subject area in the affected building will become the displaced teacher, if none of the more senior teachers in the subject area in the affected building volunteer to become the displaced teacher.
  - d. The teacher who volunteers to be displaced or the least senior teacher displaced will be placed on a Displaced Teacher(s) list.
    - (1) Secondary teachers on the Displaced Teacher(s) list and other properly certified secondary teachers with permanent certification and three (3) years district seniority will be informed of available vacant Displaced Teacher Pool positions at least one (1) week prior to a bidding meeting to fill such positions.

- (2) Those properly certified secondary teachers who have been displaced and those properly certified secondary teachers with permanent certification and three (3) years district seniority who wish to bid on any of the Displaced Teacher Pool positions are eligible to participate in the bid meeting.
  - (3) A bidding meeting will be conducted by the School District on or before August 1 of each school year.
  - (4) Secondary teachers on the Displaced Teacher(s) list and other properly certified secondary teachers with permanent certification and three (3) years district seniority shall bid for available positions based upon seniority. Teachers having the most District seniority will be given first choice of the available Displaced Teacher Pool positions for which they are certified.
  - (5) Any secondary positions opened as a result of the bidding shall become a part of the Displaced Teacher Pool position(s) and shall become available for bidding at the meeting.
  - (6) Any eligible secondary certified teacher who cannot attend the bidding meeting may submit a proxy in writing to the Association of his/her selections. At the appropriate time in the bidding process, the proxy to the Association may be used and will be honored.
  - (7) The selection by a secondary certified teacher of an available Displaced Teacher Pool position will not be honored and assignment will not occur if it results in a furlough or a demotion of another employee.
  - (8) Secondary teachers on the Displaced Teacher(s) list and other properly certified secondary teachers with permanent certification and three (3) years district seniority may accept a maximum of two (2) of the available positions during the bidding process. If an eligible certified secondary teacher bids on an available position during the bidding process and does not accept that position, he/she may continue to bid on available positions during the bidding process and will not be counted as one of their two acceptances.
- e. In the event that no vacancy exists that a displaced secondary teacher may choose a reduction of employees and realignment of staff shall take place pursuant to Article. VI, Section I of the Collective Bargaining agreement and the Public School Code of 1949 or all applicable laws in effect at the time of the furlough.
  - f. If any positions remain, after all displaced persons have been placed during the bid day process, those positions will be considered vacant and therefore not posted in accordance with Article XII. Properly certified secondary teachers with permanent certification and three (3) years district seniority may apply for any of the remaining positions for which they are qualified. If a properly certified secondary teacher applies for a remaining bid day position he/she must interview for that remaining bid day position. There will be no guarantee of placement in the position. A vacant position created by a successful interview for a position will be posted in accordance with Article XII.

g. If any vacancies as defined in Article VI, Section M 1 a, become available between bid day and April 30th of the next year, those positions will be posted and filled according to article XII.

h. A displacement because of a shift or decline in enrollment will not be considered an involuntary transfer.

5. Bid Day will be held after the District has finalized a list of all vacancies as defined in Article VI, M 1 a, and said list has been approved by the Board.

N. State/Federal Regulations/Standards and Court Decisions.

1. Parent-Teacher Conference Time.

When any professional employee is required to participate in a conference, review, evaluation, re-evaluation, or meeting as a result of the need to fulfill the provisions of IDEA, such meetings shall be scheduled during the normal work day and work year, where possible. If such time cannot be found within the regular work day and work year, then the professional employee shall be compensated for all additional time beyond the regular work day or year as described in Article V of this Agreement.

2. Medication-Medical Functions.

No professional employee shall be required by the school district to dispense or administer medication or perform medical functions, except for school nurses, as provided for in the School Code of 1949, as amended, ADA/504 and the IDEA.

3. Evaluation.

In conformity with the intent of the regulations and standards adopted for the implementation of IDEA, no employee shall be evaluated based on the student attainment of the goals outlined in any individualized educational program. However, all employees must comply with the regulations and standards as identified in the Reauthorization of IDEA (2004 or subsequent reauthorization), ADA/504, Chapter 15 and any other applicable State or Federal regulations, Standards or Court Decisions. Nothing in this provision prevents the District from evaluating a teacher based upon reasonable criteria other than the criteria specified herein.

4. Classroom Visitation Policy.

When parents or guardians request the opportunity to visit a classroom to observe a student who is involved in an individualized education program, the scheduling of such visitation shall be through the school building principal and with the consent of the affected employee. Such consent of the employee cannot unreasonably be denied. The building principal shall have the right to schedule the visitation if no agreeable time can be arranged after notifying the affected employee twenty-four (24) hours prior to the scheduled visitation.

O. Special Education Teachers.

1. Special Education teachers shall receive the same planning time as regular education teachers assigned in their building/level.

2. The District shall provide special education teachers with up to five (5) days per year of release time for the preparation of, IEP's, and/or preparation for actual IEP meetings.

## ARTICLE VII

### EXTRACURRICULAR ACTIVITIES

- A. The currently recognized extracurricular activities and the salaries applicable to each are set forth in the list attached and marked Appendix II.
- B. Board retains the right to:
  - 1. Establish any and all activities or groups of activities.
  - 2. Terminate any and all activities or groups of activities.
  - 3. Employ individuals as coaches or sponsors for the activities.
  - 4. Terminate any or all employees from their position as coach/sponsor of any given extracurricular activity, at the end of the sport/activity.
  - 5. If the Board does not take action to terminate a coach/sponsor 60 days from the last competition date in that sport/activity, then the coach/sponsor shall be considered to be rehired. Except where otherwise noted
  - 6. Direct the functions of all coach/sponsors.
  - 7. Hire coach/sponsors for a contract period for the entire length of the activity.
  - 8. The Board may terminate a coach/sponsor at any time for just cause.
- C. It is recognized that the Association has the right to negotiate salaries with the Board for the coaches/sponsors involved for any additional extracurricular activities created by the Board.
- D. Employee participation in any extracurricular activity shall be voluntary.
- E. Consideration shall be given first to members of the bargaining unit.
- F. Individuals outside the bargaining unit who are employed by the district in an extracurricular activity shall be remunerated at a rate no greater than that in Appendix II.
- G. Department Chairpersons/Elementary Grade Level Coordinators.

The positions of Department Heads and Subject Area Coordinators will not be reinstated in the District until the terms and conditions of such positions are agreed upon between the District and the Association through negotiations.

## ARTICLE VIII

### UNPAID LEAVES OF ABSENCE

#### A. FAMILY AND MEDICAL LEAVE (Revised January 18, 1995)

1. Definitions. As used in regard to Family and Medical Leave, the following terms shall be interpreted as follows:

- a. "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of person standing in loco parentis, who is under age 18, or age 18 or older but incapable of self-care because of mental or physical disability.
- b. "Family Member" means spouse, child, or parent of an employee.
- c. "Intermittent Leave" means leave taken otherwise than as a continuous block of consecutive work days, e.g. a leave schedule that reduces some of the scheduled workdays or hours per work day of an employee.
- d. "Parent" means biological parent or person who stood in loco parentis.
- e. "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a medical care facility, or continuing treatment by a health care provider.
- f. "Spouse" means husband or wife.
- g. "Year" means School District fiscal year, i.e. July 1 to June 30.

2. Eligibility. To be eligible for Family and Medical Leave, an employee must be employed by the Employer for at least twelve (12) months prior to the leave commencement date; and for at least 1,250 hours of service with the Employer during such previous twelve (12) month period. (Section 2611(2))

An employee shall not be eligible for, and may not take, Family and Medical Leave and a long-term unpaid leave of absence during the same year. (Section 2612(b))

3. Leave. Eligible employees shall be entitled to a total of twelve workweeks, i.e. sixty (60) work days of unpaid leave during any year for one or more of the following reasons. (Section 2612(a) A-D)

- a. The birth, or the placement for adoption or foster care, of a child. The entitlement to leave for this reason shall expire at the end of the twelve month period beginning on the date of such birth or placement.
- b. In order to care for the employee's family member who has a serious health condition.

- c. Because of the employee's own serious health condition, which causes the employee to be unable to perform employment duties.
4. Continuation of Benefits. During the period of Family and Medical Leave, the Employer, at its expense, shall continue to maintain the employee's coverage under the Employer's group health care, dental, and life insurance benefit plans which are provided for in Article XVI of this Agreement, at the levels and under the conditions coverage would have been provided if the employee had not taken the leave. Otherwise, the leave shall be without salary or compensation of any kind. (Section 2614)
5. Limitation on Leave.
  - a. Integration with other leave. Where the Employer provides other paid leave (e.g. sick leave, personal leave, sabbatical leave) for which the employee is eligible, the employee shall be required to substitute such leave for the leave provided for herein, and each work day of paid leave shall reduce correspondingly the employee's entitlement to work days of Family and Medical Leave. (Section 2612(d)) The employee may choose to retain two (2) sick days.
  - b. Notice to Employer. Where the leave is foreseeable, the employee must provide at least thirty (30) days' advance written notice to the Superintendent of Schools, or designee, of the date when the leave is to begin, unless the particular circumstances prevent such notice, in which case the employee shall provide such notice as is practicable under the circumstances. The employee shall make reasonable effort to schedule medical treatments so as not to unduly disrupt the Employer's operations, subject to the approval of the employee's or family member's health care provider. (Section 2612(e))
  - c. Intermittent Leave. Intermittent leave shall not be permitted except where medically necessary. In the case of intermittent leave in connection with the serious health condition of the employee or his/her family member, and when such leave would constitute twenty per cent (20%) or more of the total work days in the period during which the leave would extend, the Employer may require the employee to take the leave in a block of work days (not intermittently) for the entire period of leave, or to transfer to an available alternative position which is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave request. (Section 2618(c))
  - d. Spouses employed by the same employer. In the following cases when both spouses are employed by the District, their aggregate number of work weeks shall be limited to twelve (12) work weeks during any twelve (12) month period, if taken: (Section 2612(f))
    - (1) For reasons under 3(a); and
    - (2) To care for a sick parent under 3(b).



6. Certificates Regarding Leave. The employee will provide timely certification from his/her health care provider, or a family member's health care provider, as to matters related to eligibility for commencement, continuance and return from leave.

The District may request a second opinion. If there are conflicting opinions, a third opinion by a jointly approved health care provider may be requested by the District. Said third opinion will be binding. Second and third opinions shall be at the expense of the District. (Section 2613)

7. Return from Leave. (Section 2618)

- a. Time of Return. The Employee shall return to work at the expiration of the period of leave. For purposes of computation of the length of the leave, periods of paid leave, which are required to be integrated with family and medical leave, shall be included.
- b. Position upon Return. Upon return from leave, the employee shall be assigned to the same or an equivalent position, in terms of pay and other terms and conditions of employment.
- c. Failure to Return. If an employee fails to return to work after the leave period has expired, the employee shall be obligated to repay to the Employer the amount of any insurance premiums paid by the Employer for continuation of the employee's health, dental, and life insurance benefits during the period of the leave and thereafter to the termination of benefits. The employee shall be excused from repayment only if the failure to return results from a continuation, recurrence or onset of a serious health condition of the employee or the employee's family member, or other circumstance beyond the employee's control.
- d. Periods Near the Conclusion of an Academic Year. The following will apply to periods taken near the conclusion of an academic year: (Section 2618(d))
  - (1) Leave more than five (5) weeks prior to the end of year. If the eligible employee begins leave more than five (5) weeks prior to the end of the academic year, the District may require the employee to continue taking leave until the end of such year if the leave is of at least three (3) weeks duration; and the return to employment would occur during the three (3) week period before the end of such year.
  - (2) Leave less than five (5) weeks prior to the end of year. If the eligible employee begins leave during the period that commences during the period that commences five (5) weeks prior to the end of the academic year for reasons under 3(a) and (b), the District may require the employee to continue taking leave until the end of such year if the leave is greater than two (2) weeks duration; and

the return to employment would occur during the two (2) week period before the end of such year.

- (3) Leave less than three (3) weeks prior to the end of year. If the eligible employee begins leave during the period that commences three (3) weeks prior to the end of the academic year for reasons under 3(a) and (b); and the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of such year.

8. Posting. (Section 2619)

A notice setting forth excerpts from, or summaries of, the pertinent provisions of the Family and Medical Leave Act shall be posted in each faculty lounge or at least one per building.

The adoption of an infant qualifies an adopting parent for the same right to leave without pay that a natural mother has for the care of her child.

B. Child Bearing/Child Rearing/Adoption Leave.

1. A pregnant teacher shall be entitled to a maternity leave, without pay, of up to one year of continuous leave to begin at any time between the commencement of her pregnancy and birth of the child. Said teacher shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option; be charged to her available sick leave.
2. All fringe benefits shall be discontinued by the District during unpaid maternity leave, but may be voluntarily continued by the employee, upon written notification, through payment to the District at the District group rate.
3. While on childbearing leave, the female employee is entitled to sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery from, according to guidelines by the Equal Employment Opportunity Commission, issued under the Civil Rights Act of 1964.
4. On or before fourteen (14) calendar days prior to her return to employment, the teacher on such leave shall submit a letter of intent to return. The letter of notification shall be addressed to the Chief School Administrator. If the recipient of such leave fails to make application for return to employment within the conditions of Section A of this article, said employee forfeits her right to return to work under the provisions of this leave policy. Upon certification by a physician of the teacher's choice that the teacher is for medical reasons unable to return to work, an additional three (3) months leave shall be granted in addition to those set forth in Paragraph A 1, of this article, if such request is made at least fifteen (15) days prior to the originally scheduled time for return.

5. Upon application for return to employment following such a leave, the employer shall offer her the job she held before going on the leave of absence, or a substantially equivalent position (in pay and skill) if such jobs are vacant and available. If such jobs are not vacant and available, the employer shall offer her any other available position for which she is eligible until such time as the employer can, through recognized placement procedures, offer her the job she held before or one substantially similar to it.
6. The adoption of an infant qualifies an adopting parent for the same right to leave without pay that a natural mother has for the care of her child.

C. Personal Leave of Absence.

The Board of School Directors is authorized to grant unpaid personal leaves of absence in situations and for reasons that seem appropriate even if there is no specific provision to authorize such unpaid leaves.

D. Retention of Benefits.

1. The District will do nothing to impair the accumulated benefits to which an employee was entitled at the time the leave of absence commenced, including seniority (for other than salary purposes), unused sick leave and credit towards sabbatical eligibility.
2. Upon return from any leave, the employee shall be returned to his same position, if such a position is vacant and available. If the position is not available, the employer shall offer the employee any other available position for which the employee is eligible until such time as the employer can offer the employee the position the employee held before, or one substantially similar.

## ARTICLE IX

### PAID LEAVES OF ABSENCE

#### A. Sabbatical Leave.

The provisions set forth in the School Code shall be controlling in the manner of sabbatical leaves in the District. For the purpose of giving some indication what those provisions are for the information of the members of the bargaining unit, the following summary of provisions and conditions of the sabbatical leave sections of the Code are set forth below. Nevertheless, the provisions of the Code are controlling if any omission or inaccuracy should be reflected in this summary.

1. The individual must have been employed by the schools of the Commonwealth for at least the past ten (10) years;
2. The leave must be for restoration of health, or study, or at the discretion of the School Board, for other purposes;
3. The individual must have at least five (5) consecutive years of service with this District unless the School Board shall allow a shorter time;
4. The following regulations are to ensure that the Employee utilizes sabbatical leave properly for the purposes for which granted:
  - a. For a sabbatical leave granted for restoration of health: The Employee shall submit a physician's statement certifying and recommending that this leave is necessary. This physician's statement must be submitted with the Request for Sabbatical Leave. The Employee shall also submit, twice a semester, a physician's statement certifying that the Employee is still in a recovery period. Such leave shall be for one (1) school year, one-half (1/2) school year, or for two (2) one-half ( 1/2 ) school years in two (2) years.
  - b. For a sabbatical leave granted for education: The Employee shall submit a designation of type of study and course outline together with information concerning the educational institution supervising the study. The Employee shall also submit a certification of enrollment in the course of study with the Request for Sabbatical Leave. Such leave shall be for one (1) school year, one-half (1/2) school year, or for two (2) one-half ( 1/2 ) school years in two (2) years.
5. Additional sabbatical leaves are available every seven (7) years after the initial sabbatical leave;
6. The School Board may not limit the number of leaves of absence in one year to less than ten percent (10%) of the employees;

7. Preference on applications for leaves shall be given on the basis of the number of years since the last sabbatical leave received by the applicant;
8. The individual receiving the leave must agree to return to employment for not less than the length of their leave following such leave;
9. The leave is not a termination and the individual shall return to the same position;
10. The School Board may waive the obligation of the individual to return to the District;
11. One-half (1/2) of the individual's salary shall be paid to him while he is on-leave;
12. The rights of the individual as to service, increments, continuation of benefits, and pension continue unaffected by the leave;
13. Pension contributions from the school district are made as if the individual were on full pay with the District;
14. The School board has the right to adopt reasonable regulations pertaining to sabbatical leaves.

## ARTICLE X

### TEMPORARY LEAVES OF ABSENCE

#### A. Personal Days.

Each employee shall be granted three (3) personal days per year without stated reason upon twenty-four (24) hours advanced written notice to the Building Principal, except in case of emergency. When such occurs, the employee shall notify the building Principal of the reason upon return, if it was not an emergency, the personal day may be denied. No more than ten percent (10%) of the professional employees of any one building may take personal leave on the same day(s). An employee may accumulate a maximum of five (5) personal days. In the event that an employee wishes to take five (5) consecutive days, no more than one percent (1%) of the EFEA professional staff of the district may take the same five (5) consecutive days. The District Superintendent must approve four (4) or five (5) consecutive personal day requests on a first come first serve basis. The following rules apply:

1. May not be used during the first three (3) STUDENT days or the last three (3) STUDENT days of school.
2. May not be used on days scheduled for testing, or any non-instructional days, or other regularly scheduled special activities, such as Parent-Teacher Conference Day, Open House Day, except at the discretion of the Building Principal.
3. At the end of each year of this Agreement, employees not using personal days may do any of the following:
  - a. Convert any of the unused personal days to sick leave days; or
  - b. Be paid \$60.00 per day for each unused personal day(s) (a written request must be submitted to the payroll office by July 1 of each school year. Payment of the requested unused personal day(s) will be included in the second pay of July); or
  - c. Carry over any unused personal day(s) for a total not to exceed five (5) personal days each year.
4. One-half (1/2) day personal days may be taken at the discretion of the Building Principal.

#### B. Death in Immediate Family.

In case of death in the immediate family of an employee, the employee is permitted to be absent from work without loss of pay for a period of five (5) work days. Four (4) of the workdays are to be the first four days following the day the death occurred. One (1) workday can be used as a flex day to be used later in the same school year as the death occurred. The flex day must relate to the aforementioned death and the District may request documentation.

The immediate family include mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, son, daughter, step-child, husband, wife, domestic partner, parent-in-law, step-parent in law, grandparent, grandchild, son-in-law or daughter-in-law, or near relative who resides in the same household, or any person with whom the employee resides.

C. Death of a Near Relative.

A leave of one (1) work day is available for the death of a near relative.

A near relative is defined as grand-parent-in-law, first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

D. In Addition to Sick Leave.

Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

E. Legal and/or Jury Duty.

Released time shall be granted for appearance in any legal proceeding connected with the employee's employment, or with the school system, or jury duty proceeding, if the employee is required by law to attend. During such time, the employee shall not suffer a loss in pay. The employee shall be compensated the difference between his salary and the amount he receives from attending the proceedings be it jury duty or subpoenaed witness. except if litigation is due to the individual's own action.

## ARTICLE XI

### ILLNESS OR DISABILITY

- A. All professional employees are granted ten (10) days sick leave per year. This leave is cumulative and an employee is permitted to use all or part in any one or more years. A doctor's certificate may be requested after three (3) consecutive days of absence.
1. Personal Illness or Disability.
- The professional employee may use all or any portion of his leave to recover from his own illness or disability, which shall include, but not be limited to, all disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery.
- Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be treated on the same terms and conditions as are applied to other temporary disabilities, including but not limited to those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement and continuance within insurance programs.
- B. An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, may, upon Board approval, be granted a sick leave without pay for the duration of such illness or disability, up to one (1) year. The leave may be renewed on a yearly basis upon receipt of a written request by the employee and the approval of the Board.
- C. Seniority shall accrue while an employee is absent on an approved sick leave without pay, as provided in Article XIII, Section A 3.



## ARTICLE XII

### VACANCIES - TRANSFERS

#### A. Vacancies.

1. All professional employment and extra-duty remuneration vacancies as identified in Article VI, Section M 3 g, and Article VI, Section M 4 g, shall be posted via District email and via a message from the District's automated notification system. Throughout the school year, vacancies will be posted for a period of five (5) working days and outside of the regular school year shall be posted for twelve (12) calendar days.
2. During summer recess, all Bargaining Unit members will be made aware of vacancies via messages from the District's automated notification system and through District email.
3. Information relative to the vacancy will be provided by the Chief School Administrator upon request.
4. Members of the bargaining unit may bid for job vacancies occurring as a result of another bid.
5. Vacancies will be filled in accordance with Section B - Voluntary Transfers.
6. When a vacancy arises during the school year (a position becomes available due to death, retirement, resignation or a position is created by the employer that was not in existence the previous school year), the position will be posted by the employer for the designated time frame per the collective bargaining agreement.

If a bargaining unit member bids the position, the position will be considered encumbered and therefore will be filled by a long-term substitute for the remainder of the school year. The successful bidder's position will be included in the bid pool at the end of the current school year.

If the vacancy arises before January 1<sup>st</sup>, and no one bids for the position, the position will be filled with a Temporary Professional Employee or a Professional Employee within 45 (forty-five) school days after the posting process is completed. The Temporary Professional Employee or a Professional Employee will be recommended to be hired at the next regular School Board Meeting following these 45(forty-five) school days. The employee will be paid retroactively for the time period between the 45 (forty-five) day period and the next school board meeting.

If the vacancy arises after January 1<sup>st</sup>, and no one bids for the position, the position may be filled with a long term substitute for the remainder of the current school year, with the understanding that the vacant position will be placed in the bid pool at the end of the current school year.

7. The Board of School Directors shall make the final decision and give the final approval of job assignments.

B. Voluntary Transfer.

Requests for transfer shall be given full consideration and shall not be unreasonably denied. Transfers shall not result in the displacement of any other teacher and the criteria for adjudging unreasonableness shall include the following:

- Timing of request
- Availability of position
- Qualifications
- Maintenance and continuity of educational programs
- Most educationally sound assignment of teachers
- Experience factors
- Other relevant factors

If all relevant factors, including the preceding criteria are equal, the employee with the greatest District seniority shall be granted the transfer. The determination of unreasonableness associated with maintenance and continuity of educational programs and most educationally sound assignment of teachers shall be made by the Superintendent.

Transfers arising out of successful bids shall only take place at the beginning of the next school year. If the District determines it is necessary, a transfer or transfers may be made earlier.

C. Involuntary Transfers.

An employee shall not be transferred involuntarily for arbitrary or capricious reasons. The proper reasons for such a transfer are: the more efficient use of personnel; program improvement; program maintenance; other relevant educational factors; and managerial necessity.

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Chief School Administrator, at which time the employee shall be notified of the reason therefore. The employee must request this meeting with the Chief School Administrator within five working (5) days of the receipt of the notice of transfer or reassignment. The employee may, at his option, have an Association representative present at such meeting. If the employee is dissatisfied with the explanation of the Chief School Administrator, he shall have the right to a hearing before the Board or Committee of the Board within twenty (20) calendar days after date of such written request. Such a request must be made within five (5) working days of the explanation given by the Chief School Administrator or his agent. At his option, he may have the Association representative present.

During the summer months, all Bargaining Unit members will be made aware of vacancies via messages from the District's automated notification system.

In the event that an involuntary transfer becomes necessary in the District and providing that all relevant factors are equal, the least senior employee under consideration shall be transferred.

The Board of School Directors shall make the final decision and give the final approval of such transfers.

Only procedural violations of this Section of Article XII shall be subject to the grievance procedure.

D. Compensation.

Should an employee be involuntarily transferred or displaced, the employee will receive compensation in the form of one of the following methods:

1. Compensatory time calculated at the rate of one (1) workday for a transfer within the building and two (2) work days for a transfer to a different building. This compensatory time shall be used in accordance with the following:
  - a. Compensatory time must be used during the school year in which it occurred or the year immediately following a transfer;
  - b. Compensatory time will not accrue as sick leave;
  - c. Compensatory time must be taken as a full day;
  - d. May not be used during the first five (5) days or the last five (5) days of school; and
  - e. May not be used on days scheduled for testing, or any non-instructional days, or other regularly scheduled special activities, such as parent-teacher conference day, Open House day, except at the discretion of the Building Principal.

## ARTICLE XIII

### SENIORITY/RECALL

#### A. Seniority.

1. Seniority shall begin from the date an employee is hired by the Board of School Directors. In the event that more than one person is hired by the Board of School Directors at the same meeting, the determination of seniority shall be made in accordance with subparagraph 7 of this section.
2. Seniority shall be considered to be the total length of continuous service in the Elizabeth Forward School District.
3. When an employee is on an approved leave of absence (other than for restoration of health), as provided in this Agreement, such time of leave, up to two (2) school years, shall be considered as continuous service. When an employee is on an approved leave of absence for restoration of health, as provided in this Agreement, such time of leave shall be considered as continuous service. Seniority shall not accrue during any unapproved leave of absence. Seniority shall continue to accrue during suspension/furlough.
4. Seniority shall be District-wide, including jointures and consolidations.
5. Seniority shall not be dependent upon the area of certification being taught. Seniority shall accrue to an employee according to years of service in any and all areas of certification.
6. Seniority shall be determined on the basis of school years. An employee who works more than the normal school year shall not be considered to have accumulated more seniority than an employee who works the normal year.
7. Whenever seniority is a consideration for making a determination within this Agreement and two or more employees have the same seniority, the determination shall be made as follows:

### OPTIONS FOR DRAW OF LOT

8. Seniority List. The Final Seniority List agreed to between the Employer and the Association dated September 1, 1990, and subsequently amended shall continue to be binding on all parties for each bargaining unit member's employment date with the District. No further challenges or changes shall be permitted.
9. An employee shall lose his/her seniority:
  - a. Upon resignation;
  - b. Upon retirement;
  - c. Upon dismissal;

d. Upon failure to report to work from suspension/furlough within ten (10) working days after receipt of a written notice of recall for a permanent position. Notice of recall shall be sent by certified mail to the last mailing address appearing in the employment records of the suspended/furloughed employee.

10. Veteran's Preference - The Courts of the Commonwealth of Pennsylvania have held that the Veteran's Preference Act, 51 PA C.S.A. Section 7107 applies to Public School employees involved in furlough situations, giving service credit to such employees for service as a member of the Armed Forces of the United States when determining seniority for the purpose of suspension/furlough of any such employees.

11. Amended Seniority List. Prior to May 1 of each year, the Employer and the Association shall edit the seniority list; however, the seniority dates of employees shall not be changed. The Employer and the Association shall remove the names of employees whose seniority with the District has been broken as provided in Paragraph 9 of this Section. All new employees hired since the prior editing shall be added in accordance with the provisions of this Section. Seniority ties shall be broken using the procedures provided in Paragraph 7 of this Section.

B. Recall Rights for Long-Term or Short-Term Substitute Positions.

All furloughed bargaining unit members shall have first right of recall for long-term or short-term substitute positions, which may occur, subject to the following conditions:

1. Recall must be for a position for which such person is properly certified.
2. Unit members desiring substitute work must initiate a request for placement on the approved substitute list no later than October 1 of each year.
3. Unit members who refuse recall assignments shall lose their recall rights - i.e.
  - a. Refusal of a long-term offer or failure to accept such offer within ten (10) days after receipt of notice by certified or registered mail at such person's last known address shall terminate preferential rights for long-term employment. Long-term meaning the replacement of an employee on sabbatical, maternity or other approved leave for ninety (90) school days or more.
  - b. Refusal of three (3) daily or short-term assignment offers shall terminate preferential rights for short-term employment.
4. The rate of pay for recall work shall be based on the employee's years of experience with appropriate placement on the salary payable list.

5. Recalled unit members shall receive seniority rights on a pro-rata basis calculated on the ratio of the number of days worked in relation to the employee work year as defined in this Agreement.
6. If recalled as a full-time substitute or on a long-term basis, all contractual fringe benefits shall be provided in accordance with this agreement.
7. Suspended employees shall continue to receive group fringe benefits at group rates should they be willing to pay the premiums personally, subject to the approval of the appropriate carriers, for the life of this Agreement.
8. Any regular employee recalled to fill a position, open because of a leave of absence, shall be maintained in said position for the duration of such leave, or until the status of the regular employee is changed.

## ARTICLE XIV

### PROFESSIONAL ASSIGNMENT

- A. The professional staff will be given tentative notice in writing of their specific building, specific grade level and specific subject area assignment(s) for the forthcoming year on or before August 1.
- B. In the event changes are required after notification in such assignment, the employees affected shall be promptly notified by phone followed by written notification. In addition, the notification shall request the employee, if he desires, to communicate and/or consult with the Chief School Administrator concerning such changes. The employee's request for consultation must be received by the Chief School Administrator no later than one (1) week following the notice of change in assignment.
  - C. If a change in assignment necessitates a physical move on the part of the teacher to another room or building, the School District will pack up and move the equipment and other belongings of the affected teacher.

## ARTICLE XV

### PROFESSIONAL COMPENSATION

A. Salaries Payable Lists.

The salaries payable lists are presented in Appendix IV for information only (without any intent or implication that this constitutes a salary schedule or that any figures reflected herein are applicable or binding on the School District or the members of the bargaining unit beyond the termination date of this Agreement). Nevertheless, the members of the bargaining unit are entitled to the compensation provided in the salaries payable lists during the term of this Agreement. The salaries payable set forth in Appendix IV are included in the grievance procedure.

B. Pay Schedule.

The method of payment of professional staff salaries shall be in bi-weekly payments or such number of pay periods to complete payment of annual salaries by the last pay of August. Those employees so desiring shall receive all monies due in the pay immediately following the close of the school year. Those employees desiring such payment shall notify the District no later than May 1.

C. Reimbursement for Unused Sick Leave.

1. At Retirement.

Any professional employee of the District who retires while an employee of this District, in accordance with the retirement policies of the Public School Code, Section 1122 and the policies of the Elizabeth Forward School District shall receive a contribution to a 403(b) Plan of \$60.00 per day for each day of unused sick leave by professional employees earned while a professional employee of the Elizabeth Forward School District. All contributions by the employer set forth above will be non-elective employer contributions from the employer. All employees eligible for Article XV, Professional Compensation, Section C. Reimbursement for Unused Sick Leave at Retirement, must accept this contribution directly into a 403(b) Plan. There is not a cash only option available for the above. Such 403(b) Plan shall be set up through an endorsed provider.

2. In the event of death of the professional employee, unused sick leave days shall be paid through payroll to the estate of the deceased employee.

D. Perfect Attendance Incentive

Any Professional employee who has perfect attendance during the school year, and has not used any full or partial sick leave days, shall receive an incentive for perfect attendance with the second pay of July. Excludes personal and bereavement days. Employees hired during the school year will be compensated on a prorated basis.



The incentive will be paid according to the following schedule:

0-75 teachers having perfect attendance will receive \$1,250 as an incentive bonus.

76 or more teachers having perfect attendance will receive \$1,750 as an incentive bonus.

E. Hourly Rate.

The below hourly rates reflect participation in the following activities: Homebound instruction; Instruction (before and after school hours); Curriculum Development; Library Preparation; Related Guidance Work and Nurses used in Athletic Physicals beyond the normal work day.

2021-2022 \$27.00

2022-2023 \$28.00

2023-2024 \$29.00

2024-2025 \$30.00

2025-2026 \$30.00

Nurses used at Athletic games shall be compensated \$30.00 per game. Those giving homebound instruction who are required to drive personal automobiles beyond The miles normally driven between the home and workstations shall receive mileage reimbursement in accordance with Section E of this article.

F. Reimbursement for Travel Expenses.

Professional employees required in the course of their regular full-time employment to drive personal automobiles from one school building to another shall receive a car allowance at a mileage rate equal to the rate allowable for income tax purposes by the Internal Revenue Services.

G. Credits Beyond Master's Degree.

For the columns beyond the Master's degree; any credits in education or in the professional employee's field of certification or teaching must be identified as approved in-service and/or graduate credits by the institution where the course is taken. In-service credits shall not exceed one-third (1/3) of the degree category to which they are applicable. Master's Equivalents certified by the Pennsylvania Department of Education will continue to be recognized for salary placement purposes. Current employees holding Master's Equivalents shall be permitted to work toward the graduate columns as per this provision. Applications for columnar placement can be obtained from the Superintendent's secretary and must be received no later than one (1) week prior to the regular voting session of the Board of School Directors—September, January, March, and June of each year of this Agreement.

All credits must be verified with official transcripts.

H. Credits Beyond Bachelor's Degree to Master's Degree.

Applications for Columnar Placement can be obtained from the Superintendent's secretary at Bachelor's +10, Bachelor's +20 and Bachelor's +30 and must be received no later than one week prior to the regular voting session of the Board of School Directors September, January, March, and June of each year of this Agreement.

All credits must be verified with official transcripts.

I. Reimbursement for Credits.

1. Non-Degree Program.

a. Payments For Credits Earned Beyond Level II Certification (B+24/Instructional II)

1) Parameters related to such payment:

- a) The District will pay fifty percent (50) of the cost of credits at an approved educational institution for post-permanent certification (Instructional II) credits directly related to an employee's work.
- b) Credits and courses must be pre-approved by the Superintendent or his designee.
- c) A completed reimbursement request sheet can be obtained from the Superintendent's secretary and must be submitted to the Superintendent or his designee following successful completion of the course. Payment and grade verification must accompany the request.
- d) No reimbursement will be granted for any early withdrawal from courses or for any course grade of C or below. Pass (P) will be an acceptable grade if prior approval has been acquired from the Superintendent or his designee.
- e) Credits must be earned while employed by Elizabeth Forward.
- f) Continuing Education credits are excluded from the provisions of this article.
- g) Credits will be limited to twelve (12) per school year for reimbursement purposes.

- h) All Pennsylvania State and locally approved Act 48 credits and/or hours are included for reimbursement.

2. Degree Program.

- a. Payments For Credits Earned Beyond Level II Certification in an approved Masters or Doctoral Degree Program.

1) Parameters related to such payment:

- a) The District will pay fifty percent (50%) of the cost of credits at an approved educational institution in a Degree Program for Master's or Doctorate credits directly related to an employee's work.
- b) Credits and courses must be pre-approved by the Superintendent or his designee. Certification of admission to a degree program must be provided with the pre-approval form.
- c) A completed reimbursement request sheet can be obtained from the Superintendent's secretary and must be submitted to the Superintendent or his designee following successful completion of the course. Payment and grade verification must accompany the request.
- d) No reimbursement will be granted for any early withdrawal from courses or for any course grade of C or below. Pass (P) will be an acceptable grade if prior approval has been acquired from the Superintendent or his designee.
- e) Credits must be earned while employed by Elizabeth Forward.
- f) Teachers covered by this Agreement who enroll in a Masters or Doctoral Degree Program shall in addition to the foregoing provisions be subject to the following:
- (1) Reimbursement provided for the cost of credits shall be a loan to the teacher, which shall be forgiven on the following basis:
- 20% forgiven after one completed school year following receipt of degree;
  - 40% forgiven after completion of two school years following receipt of degree;
  - 60% forgiven after completion of three school years following receipt of degree;
  - 80% forgiven after completion of four school years following receipt of degree;
  - 100% forgiven after completion of the fifth school year following receipt of degree.

- (2) A teacher seeking reimbursement for the cost of credits for a masters or doctoral program shall contemporaneously with receipt of reimbursement be required to execute a Demand Note in the amount of the reimbursement in favor of the District as a condition of receipt of reimbursement, which Note shall reflect the above-referenced forgiveness schedule and which the District shall not seek to collect unless the teacher leaves the employ of the District prior to the completion of five (5) school years following receipt of the degree.
  - (3) The Board of School Directors may, in its discretion, accelerate the forgiveness schedule described above.
- g) Credits will be limited to twelve (12) per school year for reimbursement purposes.

**ARTICLE XVI**  
**INSURANCE PROTECTION**

**A. Health Care.**

1. The Employer shall provide to the employees the following benefit options under the terms and conditions as set forth below:
  - a. The Allegheny County Schools Health Insurance Consortium (ACSHIC) standard Community Blue Flex EPO plan (hereinafter referred to as "EPO")
  - b. The Allegheny County Schools Health Insurance Consortium (ACSHIC) Community Blue Flex PPO Plan (hereinafter referred to as "PPO")

2. Dual Coverage.

In the event that both husband and wife are employees of the District, only one (1) such employee shall be entitled to subscribe under the Medical Benefit Options.

A yearly contribution of \$7,000.00 shall be paid to the non-subscribing employee in lieu of dual enrollment. \$3,500.00 shall be paid at the end of each semester.

3. Selection of Plans.

- a. Types of Coverage. Each eligible employee shall select the category of coverage which shall be determined by the insurance provider; e.g., individual, husband and wife, parent and child, parent and children, or family.
- b. Change of Coverage. For the purpose of this benefit, the employee shall select the type of coverage and provide notification to the Benefits Administrator, no later than the fifth of the month, for coverage on the first day of the following month. Notification of changes in the employee's status shall be reported to the Benefits Administrator no later than the fifth of the month for changes effective on the first day of the following month.

4. Premium Payments

Beginning July 1, 2021 the employee shall contribute through payroll deduction five percent (5.0%) of the EPO premium of the ACSHIC plan based on the employee's elected coverage for the entirety of the contract.

An Employee has the right to purchase PPO plan and the difference between PPO and EPO will be made through payroll deduction in addition to the EPO monthly contribution. (PPO Contribution is employee elected PPO premium minus same EPO premium plus same EPO premium times the contribution rate. All such deductions will be made in equal bi-weekly payments beginning with October 1 and with final deduction made by June 30 contract year.

5. Non-participation.

In the event an employee is receiving health insurance coverage through a non-employee spouse or parent if the employee is 26 years of age or younger, the employee may elect to drop the District's medical coverage and receive in its place \$3,500.00 at the end of each semester. Employees may re-enroll in the Employer's health plan only in the case of a qualifying event or during Open Enrollment. In such cases there shall be a pro-rata reduction in the \$3,500.00 payment at the end of that semester.

B. Dental Insurance.

1. The Board shall provide for each employee and his dependents basic dental care Insurance with coverage through the Allegheny County Schools Health Insurance Consortium Standard Dental Plan unless the employee receives dental coverage through a spouse or parent if the employee is 26 years of age or younger. Plan coverage shall include Riders A, B, C, and D. The District shall pay the full premiums for the above coverage.
2. Benefit premium payments specified in this section shall be coordinated and not duplicated. There shall be no duplication of the benefits under this section by way of other hospitalization, medical and surgical or major medical benefits or dental benefits available to the employee and such other benefits shall be coordinated with similar coverage provided by the employee's spouse or parent if the employee is 26 years of age or younger so that covered occurrence shall be indemnified only once. In such cases the employee shall make a determination as to whether the employee remains with the District coverage or that of the spouse or parent if the employee is 26 years of age or younger.

C. Life Insurance.

1. The School District shall provide each employee with Group Term Life Insurance coverage to include accidental death and dismemberment in amounts equal to his/her salary rounded to the nearest thousand dollars with a minimum coverage of \$26,500.00. The appropriate insurance carrier shall be determined by the District administration.
2. The employees have the option to purchase blocks of additional five thousand (\$5,000.00) of life insurance to be paid by the employee through the District carrier at the same premium per one thousand (\$1,000.00) dollars being paid by the District. Provided that (a) a general contract does not prohibit it; or (b) the carrier does not reject the coverage.

D. Vision Insurance.

Employees will be permitted to enroll in the Allegheny County Schools Health Insurance Consortium standard Vision Plan at the appropriate level of services with employees paying the full cost of the Vision Plan during each year of the Agreement. Such deductions will be made in monthly payments annually beginning with October 1 of each year and the final deduction made by June 30 of each year.

E. Continuation of Benefits.

Professional employees who are on unpaid leaves of absence or those who have retired from teaching and are receiving benefits from the Public School Employees' Retirement Board, but are not yet sixty-five (65) years of age, may continue any benefits secured by the contract by delivering the premiums for standard Service Plans, Dental Plans, Vision Plans, and Life Insurance to the District Office on or before the tenth (10th) of the month preceding the month that the premium is due; provided that (a) a general contract does not prohibit it; or (b) the carrier does not reject the coverage.

F. Benefit Starting Dates.

All increased fringe benefits go into effect upon carrier approval.

G. Insurance Protection.

Section 125/Flexible Spending Account The district shall make available to all employees a Section 125 (IRS Code) Plan for health insurance premium contributions. The district may make available a flexible spending program for medical and dependent care expenses. The District shall offer this program through an endorsed provider.

## ARTICLE XVII

### EMPLOYEE OBSERVATION

#### A. General Criteria.

##### 1. Open Evaluation.

All monitoring or observation of the work performance of a professional or temporary professional employee shall be conducted openly and with full knowledge of the employee.

##### 2. Copies of Observations.

An employee shall be given a written copy of a classroom observation prepared by his observers. Upon the receipt of a written report, a conference may be requested by the employee regarding such a report. In the event no conference is requested by the employee within two (2) days after receipt of a written report, it shall be submitted to the District Office and filed in the employee's personnel file.

##### 3. Final Year-End Rating.

The final year-end rating of all employees shall be distinguished, proficient, needs improvement or unsatisfactory only.

#### B. Personnel File.

##### 1. Contents Available.

An employee shall have the right, upon written request, to review the contents of his personnel file, excepting confidential personal references, and to make note of the same.

Under no circumstances shall the official personnel file be removed from the office by the employee, and his access to the file shall be only in the presence of some member of the administrative staff.



2. Derogatory Material.

If any written report derogatory to the employee's conduct, service, character or personality is placed in the employee's personnel file; he shall be entitled to review such document prior to the placement in the official personnel file. The employee shall acknowledge that he has had the opportunity to review such materials by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief School Administrator or his designee and attached to the file copy.

At the end of a three (3) year period, the teacher shall have the right to request that the administration remove any derogatory material from the employee's personnel file and destroy such material. If the administration chooses not to remove such material, that decision shall be binding on the teacher. After five (5) years, any derogatory materials will be removed from the personnel file and destroyed upon the written request of the teacher. This shall not include final rating forms of the teacher and any anecdotes attachments.

3. No Separate File.

The Board reserves the right to protect the confidentiality of personal references, academic credentials and other similar documents. No separate file shall be established which is not available for the employee's inspection.

C. Notification of Complaints.

Any complaints made to any member of the administration by any parent, student, or other person regarding an employee and which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee in writing. The employee shall be given an opportunity to respond to and/or rebut such complaint.

**ARTICLE XVIII**

**SUBSTITUTES**

A. Use of Regular Teachers.

It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period is undesirable and shall be discouraged.

Furthermore, if a teacher is excused for coaching assignments on a regular basis, the administration shall provide a substitute (other than a regular teacher) for that coaching teacher's class.

In an emergency situation, the administration may use another regular teacher with that teacher's consent for an absent teacher's class. A volunteer list shall be compiled at the beginning of each school year and these teachers shall be used first. In those cases where volunteers are not available, non-volunteering regular teachers may be assigned to substitute during their preparation period.

If the substituting regular teacher uses his preparation period, he/she shall have the option of:

1. Reimbursement for substituting regular teachers outside their area of certification shall be:

2021-2022 \$27.00

2022-2023 \$28.00

2023-2024 \$29.00

2024-2025 \$30.00

2025-2026 \$30.00

per hour for each hour or fraction thereof. Reimbursement for substituting regular teachers in their area of certification shall be at their hourly/per diem rate.

OR

2. Compensatory time as early release time equal to the time the regular teacher substitutes. Compensatory time cannot be taken during prescheduled faculty meetings, conferences and/or activities. Compensatory time shall be taken subject to the approval of the building principal.

## ARTICLE XIX

### PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. Unsafe and Hazardous Conditions.

Employees shall report unsafe and hazardous conditions to the building principal on a form to be furnished by the School District. Following an investigation by the Administration, if unsafe and hazardous conditions are found, the same shall be corrected as soon as possible.

B. Reasonable Force.

While on school premises, an employee may use such force as is reasonably necessary to protect himself from an unprovoked attack by a pupil, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of lethal weapons upon the person of a pupil.

C. Assistance.

The Board shall give support, including legal assistance, for any unprovoked assault upon an employee while acting in the discharge of his duties, but shall not pay any fine, court costs, or judgment levied or assessed against an employee.

When absence or disability arises out of or from an assault by a student on school premises, employees shall not be charged for sick leave for one year from the date of the assault. To be eligible for this benefit, the employee must file a workmen's compensation claim within seven (7) days of the assault and be found eligible for such compensation. No salary shall be paid for such sick leave of absence, but only such benefits as are payable under the-workmen's compensation laws. All contractual fringe benefits, except sick leave, personal leave or any other paid or unpaid leaves of absence shall be provided, unless such benefit is provided under the workmen's compensation laws.

D. Reporting Assault.

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Chief School Administrator, who shall comply with any reasonable request from the employee for information relating to the incident and the persons involved, and shall act reasonably in all matters arising as a result of the incident between the employee, the police, and the courts.

E. Nurse.

A schedule of the hours that a school nurse is on duty in each building shall be given to each employee at the beginning of the work year.

F. Reimbursement for Loss of Personal Property.

Employees will be reimbursed for the loss of, or damage to their personal property, which has been brought onto school property for the sole purpose of aiding the teachers in performing their assigned instructional duties, provided that such loss or damage does not result from an act of negligence on the part of the employee. An employee's request to utilize personal property to aid in his instructional responsibility shall be in writing; shall include the length of time the employee intends to use such property, and shall be subject to the prior written approval of the building principal. The District's liability shall not extend to property valued at less than five dollars (\$5.00) nor more than five hundred (\$500.00). Claims for reimbursement must be made in writing to the building principal no more than one (1) school day after the discovery of the alleged loss. Personal property in this article does not include motor vehicles.

## **ARTICLE XX**

### **DISCIPLINE**

Upon request by the Association, the Board may meet and discuss with the Association, any concerns and/or proposed discipline policy changes prior to their adoption. The Board will not unilaterally adopt any changes in the existing discipline policy without just cause.

## ARTICLE XXI

### PERSONAL AND ACADEMIC FREEDOM

A. Personal Life.

The personal life of an employee is not an appropriate concern or attention of the Board except as it relates to his duties.

B. Academic Freedom.

The parties agree that academic freedom and its attendant responsibilities are essential to the fulfillment of the purpose of the school system. Employees shall have academic freedom. Academic freedom shall mean that employees are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal administrative procedures, and shall present all facts of controversial issues in a scholarly and objective manner within the limits of appropriate educational discretion and propriety. Employees shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their area of professional competence.

## ARTICLE XXII

### MAINTENANCE OF MEMBERSHIP

A. Provision.

The Board agrees that all employees who are presently members of the Association shall be subject to the "Maintenance of Membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

B. In the event that Fair Share again is deemed legal, the language from Article XXII, Section B. Fair Share – Payroll Deduction of the July 1, 2016 - June 30, 2021 Contract shall immediately be reinstated and placed in the Contract then in effect between the Elizabeth Forward Education Association and the Elizabeth Forward School District.

C. A copy of the language to be placed in a future Contract if the collection of Fair Share fees becomes legal is attached to this Agreement as Appendix V.

## ARTICLE XXIII

### MEMBERSHIP DUES DEDUCTIONS

#### A. Deduction from Salary.

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

##### 1. Hold Harmless Clause.

The Association agrees to defend, indemnify and hold harmless the District in connection with any cost or litigation arising out of the deductions made pursuant to this Article.

##### 2. Equal Installments.

Deductions referred to in paragraph A above will be made in equal payments annually, from the first and second pay of each month, beginning with October 1 of each year and final deduction made by June 30 of each year.

#### B. List Supplied to the Board.

During each year of this Agreement, no later than October 1, the Elizabeth Forward Education Association will provide the Payroll Supervisor or Business Office with a list of those employees who have authorized the Board to deduct dues for the Association in paragraph A.

#### C. Authorization Cards.

The Board will honor such authorization cards pursuant to the Maintenance of Membership Agreement.

(See Appendix III for Sample Authorization Card)



**ARTICLE XXIV**

**MANAGEMENT**

- A. The District retains its exclusive rights to manage the educational process and facilities and to direct the working forces subject to the provisions of this Agreement.
- B. The rights to manage the District and facilities and to direct the working forces include, but are not limited to, the right to hire, suspend, discharge or transfer employees for just cause.

## ARTICLE XXV

### RESPONSIBILITIES OF THE PARTIES

The District (its officers and representatives at all levels) is bound to observe the provisions of this Agreement. The Association (its officers and representatives at all levels) is bound to observe the provisions of this Agreement. The Parties' officers, representatives, and agents shall deal fairly and reasonably with one another in all relationships under this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- A. There shall be no interference with the right of the employees to become or continue as members of the Association.
- B. There shall be no discrimination, restraint, or coercion against any employee because of membership in the Association.
- C. During the term of this Agreement, there shall be no lockouts.
- D. There shall be no intimidation or coercion of employees into joining the Association or continuing their membership therein.
- E. During the term of this Agreement, there shall be no strikes, work stoppages, or interruption or impeding of work. No officer or building representative of the Association shall authorize, instigate, aid or condone any such activities.

## ARTICLE XXVI

### MISCELLANEOUS

A. Severability.

The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to do so, the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are inseparable from the remaining portions of this Agreement.

B. Compliance Between Individual Contract and Master Agreement.

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

C. Printing Agreement.

Within thirty (30) days after the Agreement is signed and a format is agreed upon, copies of this Agreement shall be printed at the equal expense of the Board and the Association.

D. Notice.

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provisions of this Agreement, either party shall do so by registered letter at the following addresses:

1. Association to Board.

If by Association, to Secretary of the Board of School Directors, at 401 Rock Run Road, Elizabeth, Pennsylvania 15037.

2. Board to Association.

If by Board, to Association, at the home address of the President of the Association.

In addition to utilizing the home address of the President, the Board may also notify with the District's Notification system.

The terms and conditions established by this Agreement replace those, which were or may have been established between the parties under any other Agreement or Agreements.

This Agreement sets forth all covenants, stipulations and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make, and none of the parties shall be bound by or be liable for, any statement, representation, promise, inducement, or agreement not set forth herein.

## ARTICLE XXVII

### LONG-TERM SUBSTITUTES/REGULAR PART-TIME EMPLOYEES

- A. Employees recalled from furlough status shall be hired for all available substitute work prior to other individuals, as per Article XIII. B.
1. Furloughed employees recalled as long-term substitutes (long term being defined as replacing a teacher on sabbatical leave, child bearing/child rearing/adoption leave or other approved leaves for ninety (90) days or more) shall receive all contractual benefits and shall be placed on the proper step of the salary schedule in accordance with their accumulated district service.
  2. Such persons are not covered by Article VI, Section I (Reduction of Employees). Such employees are in no way covered by any reduction-in-force or bumping provisions.
- B. Long-term substitutes defined as replacing a teacher on sabbatical leave, child bearing/child rearing/adoption leave or other approved leaves for forty-five (45) days or more, not covered by Section A of this Article shall be paid a per diem minimum of \$175.00/day, retroactive. Such employees are in no way covered by any reduction-in-force or bumping provisions, including Article VI, Section I (Reduction of Employees). Only the following provisions, shall be applicable to such long-term substitutes: (Insurance Protection begin on the 90th day in the long-term substitute position as listed below.)

### PREAMBLE, WITNESSETH

1. ARTICLE I Recognition.
2. ARTICLE II Effective Date, Modification and Terminations.
3. ARTICLE III A & B Rights of Professional Employees.
4. ARTICLE V Employment Year and Hours of Work.
5. ARTICLE VI Teaching Conditions. All except I (Reduction of Employees), M (Displaced Teacher Process)
6. ARTICLE VII Extracurricular Activities.
7. ARTICLE X Temporary Leaves of Absence A.1., A.2. & A.4. only. Personal Days are to be pro-rated and personal days shall not accumulate.
8. ARTICLE XI Illness or Disability. A. 1. Only. Sick days are to be pro-rated and sick leave shall not accumulate.
9. ARTICLE XVI Insurance Protection — Sections A, B, D, F and G.
10. ARTICLE XVII Employee Observation.

- 11. ARTICLE XVIII Substitutes.
- 12. ARTICLE XIX Protection of Employees, Students and Property.  
Section C. Benefits under this section shall not exceed the time that they would have worked according to the conditions under which they were hired.
- 13. ARTICLE XXI Personal and Academic Freedom.
- 14. ARTICLE XXIV Management.
- 15. ARTICLE XXV Responsibilities of the Parties.
- 16. ARTICLE XXVI Miscellaneous.
- 17. ARTICLE XXVII Long-Term Substitutes/Regular Part-Time Employees.
- 18. ARTICLE XXVIII Grievance Procedure.
- 19. ARTICLE XXIX Agreement Acceptance.

All other contractual provisions shall not be applicable to such employees.

- C. Regular part-time employees shall be placed on the proper step of the salary schedule in accordance with their accumulated district service and shall be covered by all contractual provisions. However, any contractual provision bearing a relationship to seniority shall be applied on a pro-rated basis. The period of service, if such service is for ninety (90) days or more in a contract year, shall accrue for the purpose of salary placement as one (1) additional year of service.
- D. Seniority accrual for all employees covered by this article shall accrue on a pro-rated basis.
- E. In the event that a day-to-day substitute is employed by the district in the same position for forty-five (45) consecutive days, the substitute will be entitled to a minimum of \$175.00 per diem rate retroactive on the first day and on the ninetieth (90th) day shall be entitled to sections A, B, C and D of this article.

## ARTICLE XXVIII

### GRIEVANCE PROCEDURE

#### A. Purpose.

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

#### B. Definitions.

A grievance is hereby defined as:

1. An alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.
2. Any misinterpretation or misapplication of a rule, order or regulation of the Board in effect on the date or during the term of this Agreement.

#### C. Procedure.

##### 1. Step #1.

Any employee who believes he has a justifiable grievance, shall discuss the matter with his immediate supervisor in an attempt to settle the same.

##### a. Statute of Limitation.

Such discussion must take place within seven (7) workdays from the time the event occurred or from the time the employee reasonably should have known it occurred. Failure to initiate such discussion shall result in the elimination of the grievance.

##### 2. Step #2.

If the action above fails to resolve the grievance to the satisfaction of the affected parties, the employee initiating the alleged grievance shall present the grievance in writing on a standard grievance form, provided by the School District, to his immediate superior within fifteen (15) work days after the occurrence of the alleged grievance. It shall be dated and signed by the employee and should include the facts giving rise to the grievance. The immediate superior shall reply to the grievance in writing within five (5) workdays after receipt of the grievance. If the immediate superior's decision is not appealed within five (5) work days, the grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal. Grievance procedure forms (See Appendix I) shall be supplied by the District.

3. Step #3.

If the action in Step #2 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance must be appealed in writing on a standard grievance appeal form to the Chief School Administrator or his designated representative within five (5) workdays after the Step #2 decision has been issued and received by certified mail. The form appealing the Step #2 decision must identify the grievance, be dated and signed by the Grievant and/or the Association. The Chief School Administrator or his designee shall promptly investigate the grievance, discuss same with the immediate superior and employee and/or his designated representative(s) and answer in writing, no later than ten (10) workdays after receipt by him of the appeal, to the Association.

a. Minutes shall conform to the following:

1. Date and place of meeting; names of those present; and identifying number of grievance.
2. Background information and facts.
3. Any other relevant facts.

b. If the decision in Step #3 is not appealed to arbitration within ten (10) workdays after receipt of the decision by certified mail, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.

c. All grievance hearings except the procedure at Step #1 shall be conducted outside of normal school hours.

4. Step #4.

If the action in Step #3 above fails to resolve the grievance to the satisfaction of the affected parties, the Association may appeal the grievance to binding arbitration as provided in Section 903 of Act 195 of 1970. The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of the Agreement. Where a dispute relates to the scale of wages or money benefits in any way, any decision rendered shall not be retroactive beyond the effective date of this Agreement. Nothing contained herein shall affect the rights of the parties to any dispute pre-existing the date of the Agreement.

D. Rights of Teachers to Representation.

1. Teacher and Association.

Any aggrieved person may be represented at all stages of the grievance procedure, except arbitration, by himself, or at his option, by a representative selected or approved by the Association. When a professional employee proceeds to Step #1 and is not represented by the Association, the Association shall be notified by the Grievant within two (2) work days and shall have the right to be present at all stages of the grievance procedure and to state its views.

2. Reprisals.

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

E. Miscellaneous.

1. Group Grievance.

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance. If submitted as a group grievance, the grievance must be submitted in writing to the Chief School Administrator and the processing of such grievance shall be commenced at Step #3. Such grievance must be filed within forty-five (45) workdays of its occurrence and be signed by the Grievant(s) and/or the Association.

2. Separate Grievance File.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the personnel.

3. Meetings and Hearings.

All meetings and hearings under this grievance procedure shall include such parties in interest and their designated or selected representatives, heretofore referred to in this article.

4. Association Grievance Representatives.

The Association shall designate to the District on or before the last workday of September of each work year, an employee(s) from each building who shall be certified to the District as the authorized grievance representative(s) for all grievance matters at such building. Association officers shall also be designated in writing to the District at such time.

5. Time Limits.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

6. Year-End Grievance.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be considered absolute maximums and may be reduced by mutual consent of the parties.

7. Election of Remedies.

An election to file a grievance under this article shall constitute a waiver of any right to pursue a remedy under any statute that might be available.



ARTICLE XXIX

AGREEMENT ACCEPTANCE

Intending to be legally bound, both parties hereby accept the provisions of this Agreement as witnessed by their signatures below.

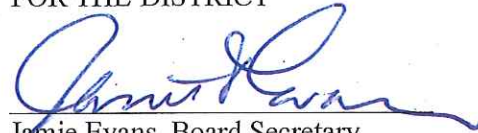
FOR THE ASSOCIATION

  
Denise Kahler, Chief Negotiator

  
Bernice Francia, EFEA President

  
Eric Weimerskirch, EFEA Vice President

FOR THE DISTRICT

  
Jamie Evans, Board Secretary

  
Thomas Sharkey, Board President

  
Dr. Todd E. Keruskin, Superintendent

**Appendix I**  
ELIZABETH FORWARD SCHOOL DISTRICT  
ELIZABETH, PENNSYLVANIA  
EMPLOYEE OR GROUP GRIEVANCE FORM

Grievance Number: \_\_\_\_\_

Employee/Group (Cross out one): \_\_\_\_\_

School: \_\_\_\_\_

Step 1 - Informal Conference

In Attendance: \_\_\_\_\_

Date of Conference: \_\_\_\_\_

Area of Contract Grieved (Article(s)/Section(s)): \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

Relief Sought: \_\_\_\_\_

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

---

Step II - Disposition

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Step II - Association Reply

Acceptable-Unacceptable \_\_\_\_\_ Date \_\_\_\_\_

(Cross out one)

Association Signature \_\_\_\_\_

---

Step III - Appeal

Remarks: \_\_\_\_\_

\_\_\_\_\_

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

Step III - Association Reply

Acceptable-Unacceptable \_\_\_\_\_ Date \_\_\_\_\_

(Cross out one)

Association Signature \_\_\_\_\_

## Appendix II

### EXTRA DUTY REMUNERATION (EDR)

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
<b>FOOTBALL</b>						
HS Head Coach	\$9,686	\$9,686	\$9,734	\$9,783	\$9,832	\$9,881
HS Co-Asst Coach	\$2,833	\$2,833	\$2,847	\$2,861	\$2,875	\$2,890
HS Co-Asst Coach	\$2,833	\$2,833	\$2,847	\$2,861	\$2,875	\$2,890
HS Assistant Coach	\$5,643	\$5,643	\$5,671	\$5,700	\$5,728	\$5,757
HS Assistant Coach	\$5,643	\$5,643	\$5,671	\$5,700	\$5,728	\$5,757
HS Assistant Coach	\$5,643	\$5,643	\$5,671	\$5,700	\$5,728	\$5,757
HS Assistant Coach	\$5,643	\$5,643	\$5,671	\$5,700	\$5,728	\$5,757
MS Head Coach	\$4,845	\$4,845	\$4,869	\$4,894	\$4,918	\$4,943
MS Assistant Coach	\$2,985	\$2,985	\$3,000	\$3,015	\$3,030	\$3,045
MS Assistant Coach	\$2,985	\$2,985	\$3,000	\$3,015	\$3,030	\$3,045
<b>BASKETBALL (Boys and Girls)</b>						
HS BOYS Head Coach	\$7,830	\$7,830	\$7,869	\$7,908	\$7,948	\$7,988
HS BOYS Assistant Coach	\$4,031	\$4,031	\$4,051	\$4,071	\$4,092	\$4,112
HS BOYS Assistant Coach	\$4,031	\$4,031	\$4,051	\$4,071	\$4,092	\$4,112
HS GIRLS Head Coach	\$7,830	\$7,830	\$7,869	\$7,908	\$7,948	\$7,988
HS GIRLS Assistant Coach	\$4,031	\$4,031	\$4,051	\$4,071	\$4,092	\$4,112
HS GIRLS Assistant Coach	\$4,031	\$4,031	\$4,051	\$4,071	\$4,092	\$4,112
MS BOYS Head Coach	\$3,387	\$3,387	\$3,404	\$3,421	\$3,438	\$3,455
MS BOYS Assistant Coach	\$2,985	\$2,985	\$3,000	\$3,015	\$3,030	\$3,045
MS GIRLS Head Coach	\$3,387	\$3,387	\$3,404	\$3,421	\$3,438	\$3,455
MS GIRLS Assistant Coach	\$2,985	\$2,985	\$3,000	\$3,015	\$3,030	\$3,045
<b>WRESTLING</b>						
HS Head Coach	\$7,830	\$7,830	\$7,869	\$7,908	\$7,948	\$7,988
HS Assistant Coach	\$4,031	\$4,031	\$4,051	\$4,071	\$4,092	\$4,112
Junior High Head Coach	\$3,890	\$3,890	\$3,909	\$3,929	\$3,949	\$3,968
Junior High Assistant Coach	\$3,500	\$3,500	\$3,518	\$3,535	\$3,553	\$3,571
<b>SOCCER BOYS &amp; GIRLS</b>						
HS BOYS Head Coach	\$7,830	\$7,830	\$7,869	\$7,908	\$7,948	\$7,988
HS BOYS Assistant Coach	\$4,031	\$4,031	\$4,051	\$4,071	\$4,092	\$4,112
HS GIRLS Head Coach	\$7,830	\$7,830	\$7,869	\$7,908	\$7,948	\$7,988
HS GIRLS Assistant Coach	\$4,031	\$4,031	\$4,051	\$4,071	\$4,092	\$4,112
MS BOYS Head Coach	\$3,387	\$3,387	\$3,404	\$3,421	\$3,438	\$3,455
MS BOYS Assistant Coach	\$2,985	\$2,985	\$3,000	\$3,015	\$3,030	\$3,045
MS GIRLS Head Coach	\$3,387	\$3,387	\$3,404	\$3,421	\$3,438	\$3,455
MS GIRLS Assistant Coach	\$2,985	\$2,985	\$3,000	\$3,015	\$3,030	\$3,045
<b>SWIMMING</b>						
HS B/G Head Coach	\$8,065	\$8,065	\$8,105	\$8,146	\$8,187	\$8,228
HS B/G Assistant Coach	\$4,031	\$4,031	\$4,051	\$4,071	\$4,092	\$4,112
HS B/G CO-Assistant Coach	\$2,687	\$2,687	\$2,701	\$2,714	\$2,728	\$2,741
HS B/G CO-Assistant Coach	\$2,687	\$2,687	\$2,701	\$2,714	\$2,728	\$2,741
HS B/G CO-Assistant Coach	\$2,687	\$2,687	\$2,701	\$2,714	\$2,728	\$2,741
MS B/G Head Coach	\$3,387	\$3,387	\$3,404	\$3,421	\$3,438	\$3,455
MS B/G Assistant Coach	\$2,985	\$2,985	\$3,000	\$3,015	\$3,030	\$3,045

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
<b>VOLLEYBALL BOYS &amp; GIRLS</b>						
HS Head Coach	\$5,797	\$5,797	\$5,826	\$5,855	\$5,884	\$5,914
HS CO-Asst Coach	\$3,462	\$3,462	\$3,479	\$3,497	\$3,514	\$3,532
HS CO-Asst Coach	\$3,462	\$3,462	\$3,479	\$3,497	\$3,514	\$3,532
MS Head Coach	\$2,544	\$2,544	\$2,557	\$2,570	\$2,582	\$2,595
MS Assistant Coach	\$2,364	\$2,364	\$2,376	\$2,388	\$2,400	\$2,412
<b>TRACK</b>						
HS B/G Head Coach	\$6,473	\$6,473	\$6,505	\$6,538	\$6,571	\$6,603
HS B/G Assistant Coach	\$3,462	\$3,462	\$3,479	\$3,497	\$3,514	\$3,532
HS B/G Assistant Coach	\$3,462	\$3,462	\$3,479	\$3,497	\$3,514	\$3,532
HS B/G Assistant Coach	\$3,462	\$3,462	\$3,479	\$3,497	\$3,514	\$3,532
HS B/G Assistant Coach	\$3,462	\$3,462	\$3,479	\$3,497	\$3,514	\$3,532
HS B/G Assistant Coach	\$3,462	\$3,462	\$3,479	\$3,497	\$3,514	\$3,532
MS B/G Head Coach	\$2,544	\$2,544	\$2,557	\$2,570	\$2,582	\$2,595
MS B/G Assistant Coach	\$2,364	\$2,364	\$2,376	\$2,388	\$2,400	\$2,412
MS B/G Assistant Coach	\$2,364	\$2,364	\$2,376	\$2,388	\$2,400	\$2,412
MS B/G Assistant Coach	\$2,364	\$2,364	\$2,376	\$2,388	\$2,400	\$2,412
<b>BASEBALL</b>						
HS Head Coach	\$5,797	\$5,797	\$6,076	\$6,356	\$6,638	\$6,921
HS Assistant Coach	\$3,462	\$3,462	\$3,529	\$3,597	\$3,665	\$3,733
HS Assistant Coach	\$3,462	\$3,462	\$3,529	\$3,597	\$3,665	\$3,733
JV Head Coach	\$3,187	\$3,187	\$3,203	\$3,219	\$3,235	\$3,251
JV Assistant Coach	\$2,735	\$2,735	\$2,749	\$2,762	\$2,776	\$2,790
MS Head Coach	\$2,544	\$2,544	\$2,557	\$2,570	\$2,582	\$2,595
MS Assistant Coach	\$2,364	\$2,364	\$2,376	\$2,388	\$2,400	\$2,412
<b>SOFTBALL</b>						
HS Head Coach	\$5,797	\$5,797	\$6,076	\$6,356	\$6,638	\$6,921
HS Assistant Coach	\$3,462	\$3,462	\$3,529	\$3,597	\$3,665	\$3,733
JV Head Coach	\$3,187	\$3,187	\$3,203	\$3,219	\$3,235	\$3,251
JV Assistant Coach	\$2,735	\$2,735	\$2,749	\$2,762	\$2,776	\$2,790
MS Head Coach	\$2,544	\$2,544	\$2,557	\$2,570	\$2,582	\$2,595
MS Assistant Coach	\$2,364	\$2,364	\$2,376	\$2,388	\$2,400	\$2,412
<b>GOLF BOYS &amp; GIRLS</b>						
HS Boys Head Coach	\$3,890	\$3,890	\$3,909	\$3,929	\$3,949	\$3,968
HS Boys Assistant / JV Coach	\$2,138	\$2,138	\$2,149	\$2,159	\$2,170	\$2,181
HS Girls Head Coach	\$3,890	\$3,890	\$3,909	\$3,929	\$3,949	\$3,968
HS Girls Assistant / JV Coach	\$2,138	\$2,138	\$2,149	\$2,159	\$2,170	\$2,181
<b>CROSS COUNTRY BOYS &amp; GIRLS</b>						
HS B/G Head Coach	\$3,890	\$3,890	\$3,909	\$3,929	\$3,949	\$3,968
MS B/G Head Coach	\$2,138	\$2,138	\$2,149	\$2,159	\$2,170	\$2,181
<b>CHEERLEADERS</b>						
HS Head Coach	\$3,890	\$3,890	\$3,909	\$3,929	\$3,949	\$3,968
HS Assistant Coach	\$2,138	\$2,138	\$2,149	\$2,159	\$2,170	\$2,181
MS Head Coach	\$1,826	\$1,826	\$1,835	\$1,844	\$1,854	\$1,863
MS Assistant Coach	\$1,000	\$1,000	\$1,005	\$1,010	\$1,015	\$1,020

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
<b>INDOOR TRACK</b>						
HS B/G Head Coach	\$1,478	\$1,478	\$1,485	\$1,493	\$1,500	\$1,508
HS B/G Assistant Coach	\$830	\$830	\$834	\$838	\$843	\$847
<b>EQUIPMENT MANAGER</b>						
HS Football	\$1,000	\$1,000	\$1,005	\$1,010	\$1,015	\$1,020
<b>ATHLETIC FACULTY MANAGER</b>						
HS / MS	\$5,045	\$5,045	\$5,070	\$5,096	\$5,121	\$5,147
<b>ATHLETIC COORDINATOR</b>						
Middle School	\$4,088	\$4,088	\$4,108	\$4,129	\$4,150	\$4,170
MS Athletic Trainer (per event)	\$56	\$56	\$56	\$57	\$57	\$57
<b>INTRAMURALS</b>						
After School HS	\$1,250	\$1,250	\$1,256	\$1,263	\$1,269	\$1,275
After School MS	\$1,250	\$1,250	\$1,256	\$1,263	\$1,269	\$1,275
<b>MULTIMEDIA</b>						
HS Sponsor	\$2,593	\$2,593	\$2,606	\$2,619	\$2,632	\$2,645
MS Sponsor	\$778	\$900	\$905	\$909	\$914	\$918
<b>A/V MANAGER</b>						
HS Sponsor	\$1,799	\$1,399	\$1,406	\$1,413	\$1,420	\$1,427
MS Sponsor	\$1,799	\$1,399	\$1,406	\$1,413	\$1,420	\$1,427
<b>CLASS SPONSORS</b>						
(yearly position to be opened at the end of each school year)						
Grade 6 Sponsor	\$911	\$911	\$916	\$920	\$925	\$929
Grade 7 Sponsor	\$911	\$911	\$916	\$920	\$925	\$929
Grade 8 Sponsor	\$911	\$911	\$916	\$920	\$925	\$929
Grade 9 Sponsor	\$1,029	\$1,029	\$1,034	\$1,039	\$1,045	\$1,050
Grade 10 Sponsor	\$1,137	\$1,137	\$1,143	\$1,148	\$1,154	\$1,160
Grade 11 Sponsor	\$1,918	\$1,694	\$1,702	\$1,711	\$1,720	\$1,728
Grade 12 Sponsor	\$1,694	\$1,918	\$1,928	\$1,937	\$1,947	\$1,957
<b>PRINT MEDIA</b>						
HS Sponsor	\$2,809	\$2,809	\$2,823	\$2,837	\$2,851	\$2,866
MS Sponsor	\$0	\$1,400	\$1,407	\$1,414	\$1,421	\$1,428
<b>DRAMATICS</b>						
HS Musical Director	\$2,592	\$2,592	\$2,855	\$3,119	\$3,385	\$3,652
HS Musical Assistant Director	\$1,024	\$1,024	\$1,364	\$1,706	\$2,049	\$2,395
HS Musical Conductor	\$1,364	\$1,364	\$1,475	\$1,586	\$1,698	\$1,811
HS Musical Choreographer	\$1,364	\$1,364	\$1,621	\$1,879	\$2,138	\$2,399
HS Musical Vocal Coach	\$1,364	\$1,364	\$1,475	\$1,586	\$1,698	\$1,811
HS Musical Technical Director	\$1,364	\$1,364	\$1,475	\$1,586	\$1,698	\$1,811
HS Musical Producer	\$1,024	\$1,024	\$1,364	\$1,706	\$2,049	\$2,395
HS Musical Set Designer	\$0	\$1,000	\$1,005	\$1,010	\$1,015	\$1,020
HS Musical Costume/Prop Designer	\$0	\$1,000	\$1,005	\$1,010	\$1,015	\$1,020
MS Director	\$2,104	\$2,104	\$2,115	\$2,125	\$2,136	\$2,146

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
<b>VOCAL MUSIC</b>						
HS Choral Director	\$2,159	\$2,159	\$2,170	\$2,181	\$2,192	\$2,203
MS Choral Director	\$1,933	\$1,933	\$1,943	\$1,952	\$1,962	\$1,972
Elementary Choral Director	\$1,114	\$1,114	\$1,120	\$1,125	\$1,131	\$1,136
<b>ACTIVITIES DIRECTOR</b>						
HS Director	\$3,744	\$3,744	\$3,763	\$3,782	\$3,800	\$3,819
MS Director	\$1,728	\$1,728	\$1,737	\$1,745	\$1,754	\$1,763
<b>ACADEMIC GAMES</b>						
HS Sponsor	\$1,728	\$1,728	\$1,737	\$1,745	\$1,754	\$1,763
MS Sponsor	\$1,728	\$1,728	\$1,737	\$1,745	\$1,754	\$1,763
<b>NATIONAL HONOR SOCIETY</b>						
HS Sponsor	\$1,818	\$1,818	\$1,827	\$1,836	\$1,845	\$1,855
MS Sponsor	\$1,286	\$1,286	\$1,292	\$1,299	\$1,305	\$1,312
<b>STUDENT GOVERNMENT</b>						
HS Sponsor	\$1,818	\$1,818	\$1,827	\$1,836	\$1,845	\$1,855
Jr. State of America	\$1,010	\$1,010	\$1,015	\$1,020	\$1,025	\$1,030
<b>SADD</b>						
HS Sponsor	\$1,728	\$1,728	\$1,737	\$1,745	\$1,754	\$1,763
<b>MOCK TRIALS</b>						
HS Sponsor	\$1,818	\$1,818	\$1,827	\$1,836	\$1,845	\$1,855
<b>INTERACT</b>						
HS Sponsor	\$1,818	\$1,818	\$1,827	\$1,836	\$1,845	\$1,855
<b>INSTRUMENTAL MUSIC</b>						
HS Band Director	\$6,023	\$6,023	\$6,053	\$6,083	\$6,114	\$6,144
HS Assistant Band Director	\$1,703	\$1,703	\$1,712	\$1,720	\$1,729	\$1,737
Music Arranger	\$1,515	\$1,515	\$1,523	\$1,530	\$1,538	\$1,546
Drill Writer	\$1,010	\$1,010	\$1,015	\$1,020	\$1,025	\$1,030
Percussion Arranger	\$808	\$808	\$812	\$816	\$820	\$824
Choreographer	\$808	\$808	\$812	\$816	\$820	\$824
Show Designer	\$861	\$861	\$865	\$870	\$874	\$878
HS Indoor Percussion Instructor	\$1,873	\$1,873	\$1,882	\$1,892	\$1,901	\$1,911
HS Indoor Percussion Assistant	\$936	\$936	\$941	\$945	\$950	\$955
HS Indoor Percussion Associate	\$568	\$568	\$571	\$574	\$577	\$579
Indoor Color Guard Instructor	\$1,873	\$1,873	\$1,882	\$1,892	\$1,901	\$1,911
Indoor Color Guard Assistant	\$936	\$936	\$941	\$945	\$950	\$955
Indoor Color Guard Associate	\$568	\$568	\$571	\$574	\$577	\$579
MS Jazz Band Director	\$1,240	\$1,240	\$1,246	\$1,252	\$1,259	\$1,265
<b>SPELLING BEE</b>						
MS Sponsor	\$864	\$864	\$868	\$873	\$877	\$881
<b>TECHNOLOGY STUDENT ASSN</b>						
HS Sponsor	\$1,212	\$1,212	\$1,218	\$1,224	\$1,230	\$1,236

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
<b>GREEN TEAM</b>						
HS Sponsor	\$1,715	\$1,715	\$1,715	\$1,715	\$1,715	\$1,715
<b>LEO CLUB</b>						
HS Sponsor	\$1,728	\$1,728	\$1,728	\$1,728	\$1,728	\$1,728
<b>MENTOR TEACHER</b>						
Paid per Mentee	\$300	\$500	\$500	\$500	\$500	\$500
<b>CYBER SCHOOL COORDINATOR</b>						
High School	\$2,424	\$2,424	\$2,424	\$2,424	\$2,424	\$2,424
<b>CURRICULUM DEVELOPMENT</b> (yearly position to be opened at the end of each school year)						
Coaches K-12	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692
	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692
	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692
	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692
	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692
	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692
<b>PRINCIPAL AIDES</b> (yearly position to be opened at the end of each school year)						
Elementary	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692
	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692
	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692
	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692	\$1,692
<b>CHAPERONES</b>						
Hourly	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
<b>AFTER SCHOOL ACTIVITIES / ELEMENTARY CLUBS</b>						
Hourly	\$26	\$27	\$28	\$29	\$30	\$31

**ATHLETIC EDR BONUS**

Coaches who enter post-season playoffs will be compensated at a rate no less than their weekly average salary, as determined by PIAA length of season as listed in the PIAA calendar and salaries listed in this document. The calculation process will be determined by counting the number of days from the last regular season game to the end of the last completed post-season game.

**YEARS OF SERVICE LONGEVITY BONUS**

TO BE ELIGIBLE, THE YEARS MUST BE CONSECUTIVE IN THE SAME PROGRAM.

Annually and at the end of the school-year or athletic season, non-athletic positions are responsible for reporting their years of experience to the Human Resources Director. Athletic positions are responsible for reporting their years of experience to the Athletic Director.

5 to 9 years	\$200	\$200	\$200	\$200	\$200	\$200
10 to 14 years	\$300	\$300	\$300	\$300	\$300	\$300
15 to 19 years	\$400	\$400	\$400	\$400	\$400	\$400
20 years and beyond	\$500	\$500	\$500	\$500	\$500	\$500

**Appendix III**  
**Elizabeth Forward School District**  
**Elizabeth, Pennsylvania**

**Enrollment Form**

I hereby authorize the Elizabeth Forward School District to deduct professional Association dues (EFEA, PSEA, NEA) from my paychecks. Such deduction will be made in equal payments annually, from the first and second pays of each month, beginning with October 1 of each year and the final deduction made by June 30 of each year.

In the event that I terminate my services with the Elizabeth Forward School District prior to the total annual deductions being made, I understand that the balance necessary to complete the total will be deducted from my final paycheck received from the District.

This authorization will remain in effect unless cancelled in writing fifteen (15) days prior to the expiration of the Collective Bargaining Agreement.

SIGNATURE \_\_\_\_\_

NAME (Typed /Printed) \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_



**APPENDIX IV**  
**SALARY PAYABLE LISTS**

**2021-2022**

<b>Steps</b>	<b>BACH</b>	<b>B+10</b>	<b>B+20</b>	<b>B+30</b>	<b>MAST</b>	<b>M+10</b>	<b>M+20</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOCT</b>
1	43,446	43,646	43,846	44,346	45,346	45,846	46,346	46,846	47,346	47,846	48,546
2	43,946	44,146	44,346	44,846	45,846	46,346	46,846	47,346	47,846	48,346	49,046
3	44,446	44,646	44,846	45,346	46,346	46,846	47,346	47,846	48,346	48,846	49,546
4	44,946	45,146	45,346	45,846	46,846	47,346	47,846	48,346	48,846	49,346	50,046
5	45,506	45,706	45,906	46,406	47,406	47,906	48,406	48,906	49,406	49,906	50,606
6	46,586	46,786	46,986	47,486	48,486	48,986	49,486	49,986	50,486	50,986	51,686
7	49,446	49,646	49,846	50,346	51,346	51,846	52,346	52,846	53,346	53,846	54,546
8	51,446	51,646	51,846	52,346	53,346	53,846	54,346	54,846	55,346	55,846	56,546
9	53,446	53,646	53,846	54,346	55,346	55,846	56,346	56,846	57,346	57,846	58,546
10	55,446	55,646	55,846	56,346	57,346	57,846	58,346	58,846	59,346	59,846	60,546
11	56,626	56,826	57,026	57,526	58,526	59,026	59,526	60,026	60,526	61,026	61,726
12	57,886	58,086	58,286	58,786	59,786	60,286	60,786	61,286	61,786	62,286	62,986
13	59,326	59,526	59,726	60,226	61,226	61,726	62,226	62,726	63,226	63,726	64,426
14	60,576	60,776	60,976	61,476	62,476	62,976	63,476	63,976	64,476	64,976	65,676
15	63,576	63,776	63,976	64,476	65,476	65,976	66,476	66,976	67,476	67,976	68,676
16	66,576	66,776	66,976	67,476	68,476	68,976	69,476	69,976	70,476	70,976	71,676
17	69,576	69,776	69,976	70,476	71,476	71,976	72,476	72,976	73,476	73,976	74,676
18	74,576	74,776	74,976	75,476	76,476	76,976	77,476	77,976	78,476	78,976	79,676
19	89,260	89,460	89,660	90,160	91,160	91,660	92,160	92,660	93,160	93,660	94,360

2022-2023

Steps	BACH	B+10	B+20	B+30	MAST	M+10	M+20	M+30	M+45	M+60	DOCT
1	43,446	43,646	43,846	44,346	45,346	45,846	46,346	46,846	47,346	47,846	48,546
2	43,946	44,146	44,346	44,846	45,846	46,346	46,846	47,346	47,846	48,346	49,046
3	44,446	44,646	44,846	45,346	46,346	46,846	47,346	47,846	48,346	48,846	49,546
4	44,946	45,146	45,346	45,846	46,846	47,346	47,846	48,346	48,846	49,346	50,046
5	45,506	45,706	45,906	46,406	47,406	47,906	48,406	48,906	49,406	49,906	50,606
6	46,586	46,786	46,986	47,486	48,486	48,986	49,486	49,986	50,486	50,986	51,686
7	49,446	49,646	49,846	50,346	51,346	51,846	52,346	52,846	53,346	53,846	54,546
8	51,446	51,646	51,846	52,346	53,346	53,846	54,346	54,846	55,346	55,846	56,546
9	53,446	53,646	53,846	54,346	55,346	55,846	56,346	56,846	57,346	57,846	58,546
10	55,446	55,646	55,846	56,346	57,346	57,846	58,346	58,846	59,346	59,846	60,546
11	56,626	56,826	57,026	57,526	58,526	59,026	59,526	60,026	60,526	61,026	61,726
12	57,886	58,086	58,286	58,786	59,786	60,286	60,786	61,286	61,786	62,286	62,986
13	59,326	59,526	59,726	60,226	61,226	61,726	62,226	62,726	63,226	63,726	64,426
14	60,576	60,776	60,976	61,476	62,476	62,976	63,476	63,976	64,476	64,976	65,676
15	63,576	63,776	63,976	64,476	65,476	65,976	66,476	66,976	67,476	67,976	68,676
16	66,576	66,776	66,976	67,476	68,476	68,976	69,476	69,976	70,476	70,976	71,676
17	69,576	69,776	69,976	70,476	71,476	71,976	72,476	72,976	73,476	73,976	74,676
18	74,576	74,776	74,976	75,476	76,476	76,976	77,476	77,976	78,476	78,976	79,676
19	90,270	90,470	90,670	91,170	92,170	92,670	93,170	93,670	94,170	94,670	95,370

2023-2024

Steps	BACH	B+10	B+20	B+30	MAST	M+10	M+20	M+30	M+45	M+60	DOCT
1	43,446	43,646	43,846	44,346	45,346	45,846	46,346	46,846	47,346	47,846	48,546
2	43,946	44,146	44,346	44,846	45,846	46,346	46,846	47,346	47,846	48,346	49,046
3	44,446	44,646	44,846	45,346	46,346	46,846	47,346	47,846	48,346	48,846	49,546
4	44,946	45,146	45,346	45,846	46,846	47,346	47,846	48,346	48,846	49,346	50,046
5	45,506	45,706	45,906	46,406	47,406	47,906	48,406	48,906	49,406	49,906	50,606
6	46,586	46,786	46,986	47,486	48,486	48,986	49,486	49,986	50,486	50,986	51,686
7	49,446	49,646	49,846	50,346	51,346	51,846	52,346	52,846	53,346	53,846	54,546
8	51,446	51,646	51,846	52,346	53,346	53,846	54,346	54,846	55,346	55,846	56,546
9	53,446	53,646	53,846	54,346	55,346	55,846	56,346	56,846	57,346	57,846	58,546
10	55,446	55,646	55,846	56,346	57,346	57,846	58,346	58,846	59,346	59,846	60,546
11	56,626	56,826	57,026	57,526	58,526	59,026	59,526	60,026	60,526	61,026	61,726
12	57,886	58,086	58,286	58,786	59,786	60,286	60,786	61,286	61,786	62,286	62,986
13	59,326	59,526	59,726	60,226	61,226	61,726	62,226	62,726	63,226	63,726	64,426
14	60,576	60,776	60,976	61,476	62,476	62,976	63,476	63,976	64,476	64,976	65,676
15	63,576	63,776	63,976	64,476	65,476	65,976	66,476	66,976	67,476	67,976	68,676
16	66,576	66,776	66,976	67,476	68,476	68,976	69,476	69,976	70,476	70,976	71,676
17	69,576	69,776	69,976	70,476	71,476	71,976	72,476	72,976	73,476	73,976	74,676
18	74,576	74,776	74,976	75,476	76,476	76,976	77,476	77,976	78,476	78,976	79,676
19	91,280	91,480	91,680	92,180	93,180	93,680	94,180	94,680	95,180	95,680	96,380

2024-2025

Steps	BACH	B+10	B+20	B+30	MAST	M+10	M+20	M+30	M+45	M+60	DOCT
1	43,446	43,646	43,846	44,346	45,346	45,846	46,346	46,846	47,346	47,846	48,546
2	43,946	44,146	44,346	44,846	45,846	46,346	46,846	47,346	47,846	48,346	49,046
3	44,446	44,646	44,846	45,346	46,346	46,846	47,346	47,846	48,346	48,846	49,546
4	44,946	45,146	45,346	45,846	46,846	47,346	47,846	48,346	48,846	49,346	50,046
5	45,506	45,706	45,906	46,406	47,406	47,906	48,406	48,906	49,406	49,906	50,606
6	46,586	46,786	46,986	47,486	48,486	48,986	49,486	49,986	50,486	50,986	51,686
7	49,446	49,646	49,846	50,346	51,346	51,846	52,346	52,846	53,346	53,846	54,546
8	51,446	51,646	51,846	52,346	53,346	53,846	54,346	54,846	55,346	55,846	56,546
9	53,446	53,646	53,846	54,346	55,346	55,846	56,346	56,846	57,346	57,846	58,546
10	55,446	55,646	55,846	56,346	57,346	57,846	58,346	58,846	59,346	59,846	60,546
11	56,626	56,826	57,026	57,526	58,526	59,026	59,526	60,026	60,526	61,026	61,726
12	57,886	58,086	58,286	58,786	59,786	60,286	60,786	61,286	61,786	62,286	62,986
13	59,326	59,526	59,726	60,226	61,226	61,726	62,226	62,726	63,226	63,726	64,426
14	60,576	60,776	60,976	61,476	62,476	62,976	63,476	63,976	64,476	64,976	65,676
15	63,576	63,776	63,976	64,476	65,476	65,976	66,476	66,976	67,476	67,976	68,676
16	66,576	66,776	66,976	67,476	68,476	68,976	69,476	69,976	70,476	70,976	71,676
17	69,576	69,776	69,976	70,476	71,476	71,976	72,476	72,976	73,476	73,976	74,676
18	74,576	74,776	74,976	75,476	76,476	76,976	77,476	77,976	78,476	78,976	79,676
19	92,290	92,490	92,690	93,190	94,190	94,690	95,190	95,690	96,190	96,690	97,390

**2025-2026**

<b>Steps</b>	<b>BACH</b>	<b>B+10</b>	<b>B+20</b>	<b>B+30</b>	<b>MAST</b>	<b>M+10</b>	<b>M+20</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOCT</b>
<b>1</b>	43,446	43,646	43,846	44,346	45,346	45,846	46,346	46,846	47,346	47,846	48,546
<b>2</b>	43,946	44,146	44,346	44,846	45,846	46,346	46,846	47,346	47,846	48,346	49,046
<b>3</b>	44,446	44,646	44,846	45,346	46,346	46,846	47,346	47,846	48,346	48,846	49,546
<b>4</b>	44,946	45,146	45,346	45,846	46,846	47,346	47,846	48,346	48,846	49,346	50,046
<b>5</b>	45,506	45,706	45,906	46,406	47,406	47,906	48,406	48,906	49,406	49,906	50,606
<b>6</b>	46,586	46,786	46,986	47,486	48,486	48,986	49,486	49,986	50,486	50,986	51,686
<b>7</b>	49,446	49,646	49,846	50,346	51,346	51,846	52,346	52,846	53,346	53,846	54,546
<b>8</b>	51,446	51,646	51,846	52,346	53,346	53,846	54,346	54,846	55,346	55,846	56,546
<b>9</b>	53,446	53,646	53,846	54,346	55,346	55,846	56,346	56,846	57,346	57,846	58,546
<b>10</b>	55,446	55,646	55,846	56,346	57,346	57,846	58,346	58,846	59,346	59,846	60,546
<b>11</b>	56,626	56,826	57,026	57,526	58,526	59,026	59,526	60,026	60,526	61,026	61,726
<b>12</b>	57,886	58,086	58,286	58,786	59,786	60,286	60,786	61,286	61,786	62,286	62,986
<b>13</b>	59,326	59,526	59,726	60,226	61,226	61,726	62,226	62,726	63,226	63,726	64,426
<b>14</b>	60,576	60,776	60,976	61,476	62,476	62,976	63,476	63,976	64,476	64,976	65,676
<b>15</b>	63,576	63,776	63,976	64,476	65,476	65,976	66,476	66,976	67,476	67,976	68,676
<b>16</b>	66,576	66,776	66,976	67,476	68,476	68,976	69,476	69,976	70,476	70,976	71,676
<b>17</b>	69,576	69,776	69,976	70,476	71,476	71,976	72,476	72,976	73,476	73,976	74,676
<b>18</b>	74,576	74,776	74,976	75,476	76,476	76,976	77,476	77,976	78,476	78,976	79,676
<b>19</b>	93,300	93,500	93,700	94,200	95,200	95,700	96,200	96,700	97,200	97,700	98,400

## Appendix V

### Fair Share - Payroll Deduction.

1. Fair Share Fee. Each employee member of the collective bargaining unit, who is not a member of the Elizabeth Forward Education Association, PSEA/NEA, shall be required to pay to the Association a fair share fee as defined by Act 84 of 1988 (71 P.S. 575).
2. Implementation. To implement this Fair Share provision, the Association shall provide the Employer with the name of each non-member employee who is obligated to pay a fair share fee and the amount of the fee that the employee is obligated to pay. At least three weeks in advance of the first deduction, the amounts to be deducted shall be certified by the Association to the Employer, together with a schedule of the payroll dates when the deductions are to be made. The aggregate deductions of all such fair share fees shall be remitted with an itemized statement to the Association.
3. Employee's Exclusive Remedy. An aggrieved employee's exclusive remedy under this Section shall be the procedures set forth in Act 84 of 1988, and such employee shall have no recourse to the grievance procedure set forth in this Agreement.
4. If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.
5. The Association agrees in any action so defended, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligations under this Article.