

**AGREEMENT BETWEEN**

**THE DOWNINGTOWN AREA  
BOARD OF EDUCATION**

**AND**

**THE DOWNINGTOWN AREA  
EDUCATION ASSOCIATION, PSEA-NEA**

**September 1, 2020, to August 31, 2025**

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ARTICLE I  
DEFINITIONS, PREROGATIVE, SAVINGS CLAUSE AND SEPARABILITY

1.0 Definitions

1.1 Downingtown Area School District - The District, as prescribed by law which encompasses the townships of East Caln, East Brandywine, Wallace, West Bradford, Uwchlan, West Pikeland, Upper Uwchlan and the Borough of Downingtown, the Board of School Directors and the Administrative organization operating under the Board of School Directors, hereinafter called the School District.

1.2 Downingtown Area Education Association - Downingtown Area Education Association, Pennsylvania State Education Association, and National Education Association is the exclusive representative of the employees of the Downingtown Area School District who are teachers, nurses, librarians, guidance counselors, coordinators and English as a second language tutors. These employees, described by the Pennsylvania Labor Relations Board in its recognition documents (PERA-R-245 and PERA-U-88-263-E) shall hereinafter be called the Association.

1.3 Benefits - Those advantages to the Association that are economic in nature whether they are realized directly as salary, or as equivalent privileges.

1.4 Working Conditions - Those benefits derived from policies, regulations and rules which affect wages, hours, terms and conditions of employment except as expressly stated in this Agreement.

1.5 Teachers - Teachers mean members of the Bargaining Unit.

1.6 ESL Tutors

ESL Tutors, who were added to the certified Bargaining Unit during the 1988-1989 school year by the Pennsylvania Labor Relations Board in Case No. PERA-U-88-263-E, by Order dated November 25, 1988, shall continue to be paid on an hourly basis for work performed. ESL Tutors shall not be covered by any other provision of this Agreement, and shall not earn seniority or be granted professional or temporary professional status.

1.7 School District Prerogatives

It is recognized that in addition to the other functions and responsibilities which are not specifically mentioned, the School Board has the responsibility to direct the operations of the School District as determined by law and implement regulations inherent to management, including but not limited to the following: functions and programs of the employer, such as the right to supervise and control the operation of the school, its properties and facilities and student discipline, standards of service, such as to introduce, change or discontinue any program, curriculum, or course; the utilization of technology, such as to determine methods, equipment, books, materials and processes to be used; organizational structure, such as job

classifications, employee classifications, number of employees and schedules; and the selection and direction of personnel, such as hiring, reassigning and supervising of personnel, except as modified herein.

#### 1.8 Bargaining Unit Prerogatives

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he/she may have under the Public School Code, or the Public Employee Relations Act and Act 88, or other applicable laws and regulations. No member of the Bargaining Unit shall be disciplined, 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.

It is recognized that the teacher shall maintain the right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without consultation with the teacher concerned.

#### 1.9 Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board concerning working conditions in force on said date, shall continue to be so applicable during the term of this Agreement, except as may be necessary to comply with any amendment to the School Code or applicable law or applicable State Board Regulations. As set forth in the Grievance Procedure, any dispute concerning any of such terms and conditions of employment shall be disposed of as set forth in said Grievance Procedure.

#### 1.10 Closure

The parties agree that all items included in this Agreement have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement, provided that salaries for newly created positions are subject to negotiations with representatives of the Bargaining Unit.

#### 1.11 Separability

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

ARTICLE II  
GRIEVANCE PROCEDURE AND COMPLAINT PROCEDURE

2.0 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 Bargaining Unit Members. Both parties agree that those proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2.1 Definitions

2.2 Grievance

A grievance is hereby defined as a misinterpretation of any of the provisions of the Agreement between the Downingtown Area Board of Education and the Bargaining Unit represented by the Downingtown Area Education Association herein referred to as the "Agreement." Complaints arising under the terms of the Administrative Guidelines and Faculty Handbooks shall not be deemed to be a grievance within the meaning of this Agreement, nor shall they be subject to binding arbitration.

The parties recognize that Section 903 of the Public Employee Relations Act provides that arbitration of disputes and grievances arising out of the interpretation of the provisions of a collective bargaining agreement is mandatory.

2.3 Procedure

2.4 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. The time limits specified may, however, be extended by mutual agreement.

2.5 Year-End Grievances

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 and, if left unsolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

2.6 Level One - Principal or Immediate Supervisor

Within twenty (20) working days of the occurrence of the subject matter of a grievance, a Bargaining Unit Member or the Association shall submit the grievance

in writing to his/her principal or immediate superior. At any time before the submission in writing, the Bargaining Unit Member or the Association may first discuss it with his/her principal or immediate superior with the objective of resolving the matter informally. Within twenty (20) working days of the receipt of the written grievance, the principal or immediate superior shall answer same in writing.

#### 2.7 Level Two - Superintendent

If the grievance is not resolved by the Level One response, the written grievance and answer may be referred to the Superintendent within twenty (20) working days of receipt of the Level One response. The Superintendent shall meet with the Bargaining Unit Member and/or the Association and shall render a written decision within twenty (20) working days of his/her receipt of the grievance.

#### 2.8 Level Three – Board

If the grievance is not resolved by the Level Two response, the written grievance and answer may be referred to the School Board within twenty (20) working days of receipt of the Level Two response. The Board may, in its discretion, hold a meeting. The Board shall render a written decision within twenty (20) working days after receipt of the written grievance.

#### 2.9 Level Four - Arbitration

If the grievance is not resolved by the Level Three response, the grievance may be appealed to arbitration by the Association within twenty (20) working days after receipt of the Level Three response.

Within twenty (20) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall attempt to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made in accordance with Section 903 of Act 195. The costs of the services of the arbitrator shall be borne equally by the Board and Association.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) calendar days from the date the final statements and proofs on the issue are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be binding except as otherwise provided by law. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis on which the decision shall be



rendered. The arbitrator shall first rule on the arbitrability of the grievance, if so requested. The arbitrator shall be without jurisdiction to render an award contrary to law or to add to, modify, vary, change or remove any term of this Agreement. The arbitrator shall be requested to render his/her decision in writing within thirty (30) days of the date of the hearing unless otherwise mutually agreed by the parties.

#### 2.10 Rights of Bargaining Unit Members to Representation

Any Bargaining Unit Member may be represented at all steps of the grievance procedure by himself/herself, or by a representative of the Association.

#### 2.11 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.

#### 2.12 Miscellaneous

#### 2.13 Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of Bargaining Unit Members, the Association may submit such grievance in writing to the Superintendent directly and this will be considered Level One. A meeting shall be convened in order to attempt to remedy said grievance and the Superintendent shall respond in writing to the grievance within twenty (20) days following the completion of said meeting.

A grievance commenced at the Superintendent's level and not resolved at that level may be referred by the Association to the Board by written notice within twenty (20) working days of the Level One response. The Board shall answer the same in writing within twenty (20) working days. If the grievance is not resolved to the satisfaction of the Association, it may be submitted to arbitration in accordance with Section 2.9.

#### 2.14 Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

#### 2.15 Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties, witnesses and their representatives, heretofore referred to in this Article. Bargaining Unit Members called as witnesses at any level of the grievance process for meetings by the District and Bargaining Unit will not be penalized from the perspective of compensation as the result of participating as a witness. Efforts will be made to schedule such meetings and hearings during employee preparation time, before or after the workday. Bargaining Unit Members so called as witnesses will also not be required to pay for any substitutes.

#### 2.16 General Provisions

Bargaining Unit Members not desiring Association representation may process a grievance on their own up to the Board level. However, the Association must be given an opportunity to be present at each step of the grievance procedure.

An aggrieved person may withdraw from the grievance procedure at any time and the Association may withdraw its representation of an aggrieved person at any time. In such instances the provisions of the immediately preceding paragraph will apply.

Time is of the essence and equally binding on both parties.

Board action required in a public meeting to implement an arbitrator's decision to resolve a grievance at any step thereof shall not be considered part of the grievance procedure.

### ARTICLE III TERM OF AGREEMENT

The term of this contract will be in effect for five (5) years from September 1, 2020 through August 31, 2025.

### ARTICLE IV WAGE AND SALARY PROVISIONS

#### 4.0 Salaries

Refer to Appendix A for 2020-2021 salaries, Appendix B for 2021-2022 salaries, Appendix C for 2022-2023 salaries, Appendix D for 2023-2024 salaries and Appendix E for 2024-2025 salaries. Refer to Appendix F for explanation of salary movement.

The purpose of this salary guide is to encourage high quality teaching services. The aim is to attract outstanding teachers and to reward them so that professional improvements can be expected.

The District reserves the right to place a new employee at a different place on the scale for which preparation and experience would qualify him/her when the welfare of the District requires that an exception is made. The District also reserves the privilege to advance an employee more than one step at a time for outstanding service. A newly hired experienced teacher will be assigned a step on the salary scale, and from then on he/she will advance in accordance with the step placement chart.

Any additional days (up to three (3) days per year) required for any Bargaining Unit Members completing induction beyond the one hundred ninety-one (191) contract days, will be part of the Bargaining Unit Member's annual salary as outlined in the salary schedule. Any days required to be worked after these three (3) days per year shall be paid based upon the workshop rate of \$20 per hour.

Qualified employees shall be eligible to advance no more than one column per year (in September of each year).

Horizontal movement on the salary guide from one column to another will be made as of the beginning of the year. (September only)

Proper documentation of eligibility must be submitted by the teacher in accordance with Section 5.22. In order for horizontal increases to be effective at the beginning of the year, documentation must be submitted by September 30th. If documentation is not proper or is not timely, salary adjustments will not be retroactive.

Any Bargaining Unit Member who receives an unsatisfactory rating on the Temporary Professional Employee Rating Form, or other PDE required form, will not move vertically on the Salary Schedule for the following year.

Any Bargaining Unit Member who receives an unsatisfactory rating on the Professional Employee Rating Form, or other PDE required form, will not move vertically on the Salary Schedule for the following year.

#### 4.1 Supplemental Contracts

Supplemental contracts for athletic and non-athletic positions shall be based on a point calculation system mutually determined between the Board and the Association set forth herein as Appendix H. Appendix H shall be effective for all employees newly hired to fill supplemental positions. Appendix H will only apply to non-incumbents hired into positions that have not been substantially changed starting in the 2008-2009 school year as set forth herein.

Step	Years in position in DASD	Rate per point
1	1-4	\$38
2	5-8	\$40
3	9-12	\$41
4	13-16	\$44
5	17-20	\$45.50
6	21 or more	\$50

\*There shall be no credit for years in position for the 2011-2012 year.

The District shall provide an accounting of all intramural hours to the Association at the conclusion of each school year. Such provision does not imply that the Association has any control of the use of intramural funds, except as expressly provided for herein.

Except, as set forth herein, all Bargaining Unit Member appointments to supplemental positions will start at Step 1. The Superintendent, with Board approval, will have the prerogative to start Bargaining Unit Members serving in a supplemental position at a step higher than Step 1.

Except during a non-Bargaining Unit Member's first year of employment with the District, individuals who are serving in supplemental positions who are not Bargaining Unit Members will not be subject to the Step Schedule set forth above.

Non-Bargaining Unit Members shall be paid at Step 1 less two (2) points. Incumbent non-Bargaining Unit Members shall be frozen at their rate as of August 31, 2004. Non-Bargaining Unit Members shall not be subject to the step schedule set forth herein.

Bargaining Unit Members serving in supplemental positions who are promoted from a Downingtown supplemental position to a Downingtown supplemental position in the same sport or activity will receive credit for experience on the supplemental schedule based upon a formula that gives one year of credit for

every two (2) full years (or seasons) of Downingtown experience in the same sport or activity.

A Bargaining Unit Member who serves as head of an activity and accepts a position as head of the same activity at another school within the Downingtown Area School District or accepts a position valued at fewer units in the same sport or activity, at any level, shall not lose any years of credit for that position.

A Bargaining Unit Member who serves as head or assistant of an activity or accepts a position as an assistant in the same activity at a different school within the District or leaves that position for any reason shall not lose any years of credit, should he/she return to that same activity at a later date.

In the event that the District is faced with the decision of filling a supplemental position with a Non-Bargaining Unit Member or a Bargaining Unit Member who is equally qualified for the position as determined by the District Administration, the Bargaining Unit Member shall be offered the position.

Bargaining Unit Members who continue to hold the same supplemental position from the 2006-2007 school year into the 2007-2008 school year and/or during the term of this Agreement, will be grandfathered under the terms of the 2004-2007 Agreement for points for those supplementals. This will only apply to positions that have not been substantially changed starting in the 2008-2009 school year. (Substantially changed positions are marked with an asterisk in Appendix H).

#### 4.2 Payment for Supplementals

Supplemental contract pay dates shall be established annually by the Human Resources Office and posted in each building with the list of regular payroll dates. There shall be a total of three (3) pay dates during each athletic season and a total of nine (9) pay dates for the entire year.

Holders of year-long supplemental contracts shall receive three (3) pays, each pay coinciding with the final pay date of each athletic season. Final paychecks due to supplemental contract holders at the end of the season or year shall be withheld by the District unless and until all duties and obligations of the supplemental positions are fulfilled.

#### 4.3 Extra-Duty Pay

Effective September 1st of each year of the Collective Bargaining Agreement, the District agrees to compensate all Bargaining Unit Members pre-approved by the Administration who perform the following duties that are not part of the general professional obligations of the Bargaining Unit Members at the rates set forth below:

Level I	\$41	Individual Oral Assessment Work (STEM only) Presentation
Level II	\$38	Homebound instruction Summer guidance ESY tutoring Summer nurse
Level III	\$33	Summer library IEP's (in accordance with current practice) SAT Tutorial Curriculum Writing
Level IV	\$30	Intramurals Clubs Extended School Day Physicals SAT Proctor Summer Curriculum Work (as determined by the Building Principal) Afterschool & Saturday Detention Duty PSAT Proctor (outside of regular school hours) Required training (outside of regular school hours) for: <ul style="list-style-type: none"> <li>• PLTW</li> <li>• IB</li> <li>• AP</li> <li>• Dual Enrollment</li> <li>• Above list is not inclusive</li> </ul>
Level V	\$20	Workshop participation (outside of regular school hours)

Newly approved positions that would otherwise be eligible for extra-duty pay not listed above will be paid at the Level IV rate, unless otherwise mutually agreed by the parties.

\*Effective August 24, 2015, and prospectively only from that date, English and World Language (defined by IB Group 1 and IB Group 2 respectively) teachers at STEM for performing individual oral Assessment Work. "Assessment Work" is defined as the specialized individual oral assessments required by the International Baccalaureate Programme at STEM and does not include any other kind of assessment or grading. Payment is for individual oral assessment (not

grading) conducted. Payment is only for such work performed outside of the regular contractual year or regular contractual day.

Workshop Participation involves receiving, discussing, and reflecting upon new or revisited information and skills in program staff development.

Presentation involves planning, leading, and evaluating program staff development for a District designated workshop. When presenting a workshop during the teacher day in the teacher calendar year, presenters shall be paid for the planning time outside the work day not to exceed the number of hours for the workshop.

#### 4.4 Summer School Work and Additional Activities

Summer school teaching will be paid according to the table below:

Original Credit Course	\$4,646
ESY Life Skills Program	\$4,646
Makeup Course (summer or night school)	\$1,859
Elementary Summer School	\$2,323
Middle School Academy	\$2,323

Bargaining Unit Members who teach SAT Prep Courses offered through the district will be paid \$850 per course.

#### 4.5 Mileage Reimbursement

Bargaining Unit Members who use their personal cars for school business which is pre-approved by the Administration shall receive mileage reimbursement at the rate approved by the Internal Revenue Service for business expense deductions. Any change in the rate will be effective the first day of the month after either party gives written notice to the other of a change in the IRS rate.

#### 4.6 Payroll System and Deductions

Bargaining Unit Members shall have the option of having their annual salaries paid in one of the following ways except for certain years as noted herein:

Plan A: 1/22<sup>nd</sup> of salary for twenty-two (22) consecutive bi-weekly dates commencing with the first regular pay.

Plan B: 1/26<sup>th</sup> of salary for each of the twenty-six (26) dates.

Plan C: 1/26<sup>th</sup> of salary for the first twenty-two (22) pay dates, and the balance of 4/26<sup>th</sup> of salary in one (1) lump sum.

Bargaining Unit Members must notify the Payroll Office of their choice no later than July 1 for each succeeding school year. Bargaining Unit Members who do not provide notification of their option by July 1 shall be deemed to have no change from the previous year. All Bargaining Unit Members shall be required to receive their pay by means of direct deposit to a financial institution of their own choosing and at no cost to the Member; provided however, that the Bargaining Unit Members who, upon the execution of this Agreement, are not receiving their pay by means of direct deposit shall be permitted to receive their pay by the same means they currently receive their pay.

All Bargaining Unit Members' paychecks/paystubs shall be distributed in sealed envelopes.

It is agreed that voluntary payroll deductions shall be limited to the following:

1. Professional Dues
2. United Fund Contributions and/or Downtowntown Education Foundation
3. Tax Sheltered Plans
4. Retirement Credit Purchases
5. Voluntary Political Action Fund (PAC) Contributions
6. Voluntary Life Insurance
7. Contributions for medical, prescription, dental, and vision benefits

Deductions for professional dues will be deducted from payroll the number of times and dates to be mutually agreed upon between the Association and Administration by October 15 of each year of the contract. The amount of voluntary payroll deductions shall be subject to any limitations provided for under federal or state law.

#### 4.7 Chaperone Duty for School Dances and Plays

The District will utilize unpaid volunteers to chaperone school dances, plays and other similar activities. An organization sponsoring the activity is neither precluded from nor required to compensate such volunteers.

#### 4.8 District and Building Leadership

The District will coordinate and articulate the work of the system through compensated teacher leadership responsibilities across the District and within the buildings. The District will define these positions through position descriptions, to specify length of supplemental contract agreement, and to conduct an annual evaluation of the effectiveness of the structure and the individuals assuming the positions. Positions will be posted annually, no earlier than March 15. Each posting shall include the number of teaching periods assigned as determined no later than March 14 of each year by a committee led by the Superintendent and made up of the following: Curriculum Director, K-12 Director, Professional Development Supervisor, three (3) Curriculum Leaders, two (2) DAEA appointed representatives and the Board Curriculum Committee Chair. Incumbents are



eligible to reapply for the position. The Superintendent shall make the final decision should the committee not reach agreement.

#### 4.9 District and Building Leadership Compensation

The payment for supplemental District and building leadership compensation will be as follows:

K-12 Curriculum Leader (department of 12 or more)	\$2,100.00
K-12 Curriculum Leader (department of 11 or less)	\$1,470.00
Building Leader	\$ 787.50
Team Leader	\$ 787.50
District Grade Level Leader	\$1,050.00
Grade level Team Leader	\$ 315.00
Tech Innovators	\$1,100.00

The number of supplemental positions and the need for the position will be determined on an annual basis by the District.

In the event that a Curriculum Leader serves in a dual capacity as a Building Leader, the compensation listed in Section 4.11 for both the positions will be applicable.

#### 4.10 Mentors

Bargaining Unit Members who are appointed as Mentors shall be compensated at the rate of \$315 per semester.

#### 4.11 Loss of Pay

When Bargaining Unit Members are absent from duty due to illness without the benefit of sick leave or personal leave, the District will pay to that Bargaining Unit Member the difference between the substitute's salary and the Bargaining Unit Member's salary.

Such payments will be discontinued when Bargaining Unit Members become eligible for Income Protection Insurance payments.

Loss of pay shall be contingent upon the Bargaining Unit Member incurring a serious health condition as defined by the FMLA and supported by completion of medical certification required by the District for a leave of absence for a serious health condition under FMLA. Additionally, the Bargaining Unit Member must be absent for a minimum of three (3) consecutive days.

#### 4.12 Leave Protection Due to Physical Attack by a Student or Students While Performing a School Duty

The Board will pay the difference between the Bargaining Unit Member's salary and workers' compensation for a period not to exceed sixty (60) calendar days. These days will not be deducted from sick or personal leave days. These days will not be cumulative. All claims shall be substantiated by the school physician.

### ARTICLE V OTHER EMPLOYEE BENEFITS

#### 5.0 Health Insurance

The District shall offer two plan options for Bargaining Unit Members to elect healthcare coverage for medical, prescription, dental and vision insurance. Each Option is offered as a package and elections cannot be from both options. Bargaining Unit Members must select either Option 2 or Option 3.

#### 5.1 Option 2 Plans:

##### Medical

The District shall offer the Option 2 plan to Bargaining Unit Members. The Option 2 plan is the PC 20/30/70 plan.

Members are eligible for a physical once per calendar year unless otherwise prohibited by law.

In the event that the District elects to substitute an insurance carrier's plan, coverage shall be at least equivalent to that of the 20/30/70 plan in effect as of that time.

##### Prescription

The prescription plan for Bargaining Unit Members shall consist of the following copays: \$10 generic, \$25 brand preferred formulary, \$40 brand non-preferred formulary and \$100 specialty drug; with a 30-day supply for one (1) co-payment; and a 3-month supply for two (2) co-payments through mail order with no out-of-network reimbursement. The designation of how drugs are classified as brand preferred, brand non-preferred formulary drugs, compounded medications and/or specialty drugs is determined by and can be modified at the discretion of the Pharmacy Benefit Manager (PBM) at any time during the term of this agreement.

The prescription plan shall also include the following Advanced Utilization Management Advantage Package or its substantial equivalent as offered by the Plan's current or successor PBM:

Prior Authorization – Bargaining Unit Members and their covered dependents are required to obtain approval by the PBM prior to receiving certain medications at the pharmacy or through mail order in accordance with the Advanced Utilization Management Advantage Package;

Step Therapy – Following consultation with the treating physician and in accordance with the Advanced Utilization Management Advantage Package guidelines of the PBM, Bargaining Unit Members and their covered dependents are required to first subscribe to a front line medication (usually a generic medication) prior to receiving a backup medication (usually a brand name medication.); and

Drug quantity management aligns dispensing quantity limits in accordance with FDA-approved dosage guidelines, manufacturer-recommended guidelines under the Advanced Utilization Management Advantage Package and medical literature.

The carrier who is selected by the District shall have a benefit prescription plan at least equivalent to the prescription plan in effect as of September 1, 2017.

The plan shall provide for mandatory mail order on all maintenance drugs after three (3) 30-day fills at retail. Each mail order fill will be subject to the applicable co-pay for up to a 30 day supply and two retail co-pays for a 31-90 day supply.

#### Dental Insurance

The District shall provide a basic dental insurance plan to Bargaining Unit Members. Payments for services will be at prevailing fees established by the insurer. Benefits will be limited to 100% for preventative care, 80% for basic care, and 50% for major services, with a maximum of \$1,500 per year per eligible family member of a Bargaining Unit Member.

Members are eligible for two (2) cleanings per calendar year unless otherwise prohibited by law.

Prosthodontics (replacement of missing teeth) will not be covered under the terms of this Agreement.

Orthodontia benefits will be limited to a lifetime maximum of \$1,500 per eligible family member of a Bargaining Unit Member.

The District shall provide Bargaining Unit Members with the Delta Dental Active PPO Network (non-network provider paid at the Delta PPO participating fee schedule.)

### Vision Insurance

The District shall provide Bargaining Unit Members a group vision care insurance plan. The Option 2 plan shall be the coverage provided through the Vision Benefits of America Plan but for in-network services only.

#### 5.2 Option 3 Plans:

The District shall offer the Option 3 Plan to Bargaining Unit Members.

### Medical

The Option 3 medical plan is the PC 320 Plan.

Members are eligible for a physical once per calendar year unless otherwise prohibited by law.

### Prescription

The prescription plan for Bargaining Unit Members shall consist of \$15 generic, \$30 brand preferred formulary, \$45 brand non-preferred formulary and \$100 specialty drug; 30-day supply for (1) co-payment; two (2) co-payments for 3-month supply if mail ordered.

Mandatory mail order after three (3) 30-day fills at retail, all maintenance drugs must be filled by mail order. Each mail order fill will be subject to the applicable co-pay for up to a 30-day supply and two co-pays for a 31-90-day supply.

The plan shall also include step therapy, prior authorizations, required generic, no out-of-network reimbursement, and a value enhanced network.

### Dental Insurance

The District shall provide a basic dental insurance plan to Bargaining Unit Members. Payments for services will be at prevailing fees established by the insurer. Benefits will be limited to 100% for preventative care, 80% for basic care, and 50% for major services, with a maximum of \$1,000 per year per eligible family member of a Bargaining Unit Member.

Members are eligible for two (2) cleanings per calendar year unless otherwise prohibited by law.

Prosthodontics (replacement of missing teeth) will not be covered under the terms of this Agreement. Orthodontia will not be covered under the terms of this Agreement. The District shall provide Bargaining Unit Members with the Delta Dental Active PPO Network or comparable plan (non-network provider paid at the Delta PPO participating fee schedule.)

### Vision Insurance

No vision insurance provided.

### 5.3 Health Care Premium Contributions

Bargaining Unit Members who elect to enroll in the District sponsored group health insurance programs (i.e., any and/or all lines of healthcare coverage) for medical, prescription, dental and/or vision coverage for themselves and eligible family members will be required to contribute to the premiums for coverage as set forth below through mandatory payroll deductions. Contributions to participate in any and/or all lines of healthcare coverage provided through the District shall be a percentage based upon the fully insured equivalent rates for medical, prescription, dental and vision benefits. All plan rates will be determined using five participant levels (single, parent/child, parent/children, employee/spouse, and family):

	Option 2 % of Premium	Option 3 % of Premium
2020-21	11.5%	9.0%
2021-22	12.0%	9.0%
2022-23	13.0%	9.0%
2023-24	13.0%	9.0%
2024-25	13.0%	9.0%

For the Option 2 or 3 plan elections, the monthly contribution amounts listed above will be annualized (i.e. multiplied by twelve (12)) and divided by twenty (20) pay periods. Contributions will be mandatorily deducted from the first two pays of each month September through June.

### 5.4 Excise Tax Penalty

If an excise tax or penalty should be imposed at any time on any District health benefit plan by the Federal or State government as the result of the Patient Protection and Affordable Care Act (ACA), the District will notify the Association not less than ninety (90) days prior to the excise tax being imposed. The Association and the District agree that any health benefit plans offered by the District that trigger an excise tax or penalty under the ACA will be modified, with Association approval, in such a way so that no ACA excise tax or penalty will be imposed on the plan or plans.

In the event the District or the Association cannot agree to a modified plan or a new plan that will not trigger the ACA excise tax or penalty, then the Association shall choose a plan that does not contain restrictions that would prevent the plan design from being implemented for the Bargaining Unit and does not subject the District to the aforementioned tax or penalty.

In the event that the Association does not choose a plan in accordance with the paragraph above within sixty (60) days prior to implementation of the tax, the District reserves the right to choose and implement a plan.

All new plans and design changes shall take effect the day prior to excise tax or penalty being implemented, including during the period of status quo following the expiration of this Collective Bargaining Agreement, unless otherwise mutually agreed.

#### 5.5 Sponsorship of an Internal Revenue Code Section 125 Premium Only Plan

As a method to permit Bargaining Unit Members to pay for their share of health benefit plan premiums through pre-federal income tax instead of after-federal income tax contributions, the District agrees to sponsor an Internal Revenue Code Section 125 cafeteria plan, which will be the sole method through which Bargaining Unit Members will have access to the benefits provided under the health benefit plans sponsored by the District. This sponsorship is contingent upon the same being permitted pursuant to law.

A group enrollment period shall be held annually, from May 1 through May 31, unless otherwise agreed. During this period, employees may elect to enroll/disenroll and/or add/delete eligible dependents in the medical, prescription, dental, and/or vision plan(s). Coverage will start on the first day of July that next follows the date of enrollment.

Newly hired employees must enroll in the benefit plans in accordance with the benefit plan requirements. Otherwise, enrollment is subject to the group enrollment period or change in life event, as defined by the carrier.

#### 5.6 Group Term Life Insurance

The District will pay for group term life insurance for all full-time members of the Bargaining Unit in an amount equal to the employee's salary, rounded off to the next highest Ten Thousand Dollars (\$10,000) to a maximum of Fifty Thousand Dollars (\$50,000). This insurance plan shall include double indemnity for accidental death and dismemberment.

#### 5.7 Voluntary Life Insurance

Bargaining Unit Members shall have the opportunity to purchase voluntary group life insurance coverage on a payroll deduction basis subject to the terms and conditions of the insurance company's plan provisions.

Bargaining Unit Members may be required to submit medical evidence of insurability.

Payroll deduction of premiums prior to approval does not mean coverage is effective. If the carrier does not approve coverage, any premium that has been collected will be returned.

#### 5.8 Income Protection Insurance

The District shall pay the premium for Income Protection Insurance for Bargaining Unit Members. This insurance will have the following specifications:

<u>SALARY</u>	<u>\$ MAXIMUM</u>	<u>FOR CLAIMS EFFECTIVE</u>
60%	\$2,800.00	September 1, 2004 or after

Benefits will begin on the sixty-first (61st) day of illness or disability or following exhaustion of sick leave, whichever is later, and continue in accordance with at least the benefit level of the plan in effect as of August 31, 2011.

All social security, workers' compensation payments and/or any other income will be subtracted from all income protection insurance benefits.

Income protection insurance benefits will be paid on a year-round basis without deductions for holidays or vacation periods.

#### 5.9 Group Insurance Benefits

In the event that two District employees are or become married to each other, the coverage to both spouses will be provided by one employee and spouse policy or one family policy, if applicable. If coverage to both spouses is provided by one family policy, the spouse who is named as the subscriber and the spouse covered as a dependent shall be entitled to the same level of benefits. Where each such spouse has dependents, the District will provide its share of the premium for group insurance coverage of all such dependents equal to coverage provided to dependents of other Bargaining Unit Members.

In the case of a Bargaining Unit Member married to a Bargaining Unit Member with no covered dependents, each Bargaining Unit Member will pay the Bargaining Unit Member Only premium contribution.

In the case of a Bargaining Unit member married to a Bargaining Unit Member with children, the total premium contribution of both Bargaining Unit Members would be the amount required under the family tier for premium contribution.

For Bargaining Unit Members married to other employees of the District who are covered under another health benefit plan (i.e., married to administrators, confidential employees, or support staff members), the Bargaining Unit Member will have the option to opt-out from all lines of healthcare and be covered under their spouse's plan or, alternatively, opt to receive all lines of healthcare coverage

and cover their spouse, and dependent(s) under the Bargaining Unit Member's healthcare plan.

#### 5.10 Religious Holidays

Requests for religious holidays that do not coincide with holidays on the school calendar shall be given to the Superintendent, or the Superintendent's designee, within a minimum of two (2) weeks prior to the holiday. Holidays are not to exceed two (2) per contract year. The Superintendent will grant all bona fide requests for religious holidays.

#### 5.11 Use of Sick Days for Family Illness

Ten (10) of the allowed sick leave days per year may be used for illness in the employee's immediate family. Days used for family illness shall be deducted from accumulated sick leave. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee currently resides.

#### 5.12 FMLA

The parties agree to comply with the requirement of the Family and Medical Leave Act of 1993 (FMLA). Neither the District nor the employees waive the right to exercise any prerogative or right under the Act. A year for FMLA purposes shall begin September 1 and end August 31.

#### 5.13 Bereavement

In accordance with §1154 of the School Code, whenever a Bargaining Unit Member shall be absent from duty because of a death in the immediate family, there shall be no deduction in salary of the Bargaining Unit Member for an absence not in excess of three (3) school days. The Board of School Directors or its designee may extend the period of absence with pay at its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, grandparent or near relative who resides in the same household, or any person with whom the employee has made his/her home.

Whenever a Bargaining Unit Member is absent because of the death of a near relative, there shall be no deduction in salary of the Bargaining Unit Member for absence on the day of the funeral. The Board of School Directors or its designee may extend the period of absence with pay at its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent-in-law.



#### 5.14 Anticipated Disability Leave

Upon request, Bargaining Unit Members shall have the right to take a leave without pay or paid medical benefits for a period of time not to exceed ninety (90) days preceding anticipated disability provided said leave is substantiated by a physician's statement and provided that at least a thirty (30) day notice is given, if practicable.

#### 5.15 Parental Leave

Bargaining Unit Members, upon request, shall be eligible to receive parental leave without pay, up to one (1) calendar year and such additional time as will permit the leave of absence to terminate at the start of a semester. Said leave shall be used only for the purpose of rearing children recently born or, if adopted, preschool age.

The employer shall be given at least sixty (60) days' notice of commencement and termination of leave. In cases where a pregnancy should terminate in miscarriage or stillbirth, the Bargaining Unit Member requesting leave retains the right to terminate the parental leave with twenty (20) days' notice to the District. Bargaining Unit Members requesting parental leave must return to work at the beginning of a school semester as herewith stated.

Where such a leave is granted, tenure, salary, and salary increment rights (except increments for leave time) will be guaranteed. All leave previously accrued will be retained. No Bargaining Unit Member will receive any paid benefits while on parental leave. However, insurance benefits will be continued, if desired, by the employee and, if all insurance premiums are paid by the employee through the school district Human Resources Office.

#### 5.16 Service in Court

The District will pay the difference between court and District reimbursement for subpoenaed court service and jury duty. If the Bargaining Unit Member is subpoenaed as a witness for the District, the employee shall also be reimbursed for all reasonable expenses involved in travel and meals.

A maximum of five (5) Bargaining Unit Members shall be eligible for reimbursement for subpoenaed court services involving litigation initiated by the Bargaining agent or member of the Bargaining Unit.

#### 5.17 Release Time for President

The Association President will be permitted to perform Association business during the regular school day when not assigned to classroom instruction. The Association President shall not receive any non-instructional duties.

The Superintendent and Association President shall make every effort to cooperate for the benefit of the District and the professional staff. Where

appropriate the Superintendent shall exercise his/her discretion to provide released time for the Association President.

#### 5.18 Personal Days

Two (2) personal days per year will be granted provided that notification in advance be made, where possible. Except with the approval of the Superintendent, or the Superintendent's designee, no personal days will be granted during the first five (5) working days and the last five (5) working days of the school year. Requests for personal days shall be made initially through the applicable building administrator.

No more than five percent (5%) of the Bargaining Unit in each building (rounded off to the next highest counting number) or two (2) people per building, whichever is higher, may take personal days immediately preceding or following each holiday or vacation except in an emergency.

Bargaining Unit Members may accumulate up to five (5) personal days by advancing unused and unreimbursed personal days to the following year. Once accumulated, Bargaining Unit Members may elect to use no more than five (5) personal days in any one (1) year.

Unused days will be automatically carried over to the next school year up to the five (5) days of personal leave maximum. Days beyond the five (5) personal days maximum will be considered as saved for reimbursement at retirement. Reimbursement for unused personal days shall be paid at retirement as referenced in Section 5.20 of the Agreement.

#### 5.19 Leave Without Pay

The Superintendent or the Superintendent's designee may, at his/her sole discretion, grant short term leaves of absence without pay upon prior written application where the reasons, the surrounding circumstances and the prior absence history of the Bargaining Unit Member are deemed meritorious. The granting of leave in any one case shall not establish a precedent for any future case, and no practice shall be deemed to be established by the granting or denial of such leave. Denial or limitation of short-term leave shall not be subject to the grievance procedure or arbitration.

#### 5.20 Retirement or Death of the Bargaining Unit Member

In the event of the Bargaining Unit Member terminating his/her employment with the Downingtown Area School District so as to qualify for retirement or social security benefits, under any provision of the Pennsylvania School Employee's Retirement System, the District shall make payments as a non-elective employer contribution into a 403(b) tax-sheltered account, in accordance with the Internal Revenue Code Section 403(b)(3) for all of the Bargaining Unit Member's unused sick leave and for up to forty (40) of the Bargaining Unit Member's unused personal

days according to the following schedule. However, upon the death of a member, the payments will be made to his/her beneficiary or estate.

<u>Payment Per Day of:</u>	
<u>Unused Sick Leave</u>	<u>Unused Personal Days</u>
\$45.00	\$45.00

This account shall be established by the eligible Bargaining Unit Member consistent with the District's 403(b) Plan that will establish the list of vendors available to District employees prior to the District's contributions. These will be considered District non-elective contributions and will be subject to an amount up to and equal to the limits established by law for such accounts.

Further, if the District's contributions exceed the limits established for any plan year in the year of separation of service, the District shall contribute as a non-employer, non-elective contribution to one or more annuity contracts described in Code Section 403(b) an amount up to and equal to the established limits for such contributions and in subsequent years for a period of not more than five (5) years or until the benefit amount is exhausted.

Failure of a Bargaining Unit Member to open a 403(b) account prior to his/her retirement date will result in forfeiture of funds due.

Bargaining Unit Members with twenty-five (25) years of teaching service with a minimum of ten (10) years of service in the District, who retire at age fifty-five (55) or above but prior to attaining age sixty-five (65), and draw a superannuation annuity from PSERS, will be eligible for Board paid premiums for individual coverage under the same medical plan as is available to current members of the professional staff, and subject to the same co-pays, deductibles, and premium contribution amounts provided that retirees shall be required to make a minimum co-payment equal to the then current amount provided by PSERS for health insurance reimbursement. This coverage shall continue to age sixty-five (65). Dependent coverage may be purchased through the District at the retiree's expense.

Bargaining Unit Members who submit an irrevocable retirement notice by February 1 for retirements in June, shall be entitled to a one-time payment in the amount of Five Hundred Dollars (\$500).

#### 5.21 Workers' Compensation Off-Set

It is agreed that all workers' compensation payments received by a Bargaining Unit Member injured while on duty shall be the sole payment except as otherwise permitted by Workers' Compensation law.

## 5.22 Payment for Professional Credit

The District shall pay seventy-five percent (75%) of the cost of each academic credit earned by each professional or temporary professional employee up to a maximum of seventy-five percent (75%) of the Penn State University graduate rate. An academic credit shall be defined as one (1) received from an accredited college or university. No reimbursement will be made for video or travel courses. Internet courses will be subject to the same requirements and approval process as outlined in the Memorandum of Understanding attached to this Agreement. Credits are limited to twelve (12) during the fiscal year (July to June). For employees on educational sabbatical leave, credits are limited to eighteen (18) per fiscal year (July to June). In no situation (split-year sabbaticals) would an employee be reimbursed for more than eighteen (18) credits in any one contract year. Reimbursement will be made if a grade of "B" or better is obtained or a grade of pass in a pass/fail course. Reimbursement will be made within forty-five (45) days after the employee provides the District with a transcript or grade report and receipt or cancelled check as proof that the courses have been taken except for those subject to the cap below. Reimbursement for members of the Bargaining Unit who take courses during a sabbatical leave will be made when the employee returns to work in the District. In addition, the District shall pay seventy-five percent (75%) of the cost of each in-service credit earned by each Bargaining Unit Member not to exceed twelve (12) in-service credits completed in any fiscal year. Pre-approval must be obtained from the Superintendent or the Superintendent's designee for courses not directly related to the field of education. Transcripts or grade reports and receipts or cancelled checks must be provided for reimbursement.

In the event that a Bargaining Unit Member separates from employment for any reason, other than for retirement pursuant to the provisions under PSERS, the Bargaining Unit Member shall be required to reimburse the District for the total amount of tuition reimbursement received for courses completed within six months of the date of employment separation. Coursework must be submitted within one (1) year of finishing the course.

Reimbursement will be made under the terms listed herein, but will be limited to only credits for a master's degree program except as set forth below. Bargaining Unit Members must be enrolled in the master's degree program. No payments will be made for credits beyond a master's degree except as set forth below. The Superintendent may waive this requirement at his/her discretion for coursework needed for District purposes. Additionally, the District agrees to provide seventy-five percent (75%) reimbursement (up to seventy-five percent of the Penn State University graduate rate) of the first twenty-four (24) post-bachelor's degree graduate credit leading to permanent certification. Reimbursement for Bargaining Unit Members who are enrolled in a master's degree program or who are earning credits toward permanent certification that submit coursework and proper documentation prior to June 30 will count for that fiscal year. The maximum amount of money the District shall be obligated to spend shall be capped at \$500,000 per fiscal year. Should there be reimbursement dollars available within

the cap at the end of each fiscal year, any remaining funds shall be used to reimburse Bargaining Unit Members on a first-come/first-serve basis for course work beyond the permanent certification or master's degree programs at seventy-five (75%) reimbursement (up to seventy-five percent of the Penn State University graduate rate). Those receiving reimbursement as a result of the cap, will not be subject to the 45 day payment rule as stated above.

Effective September 1, 2016, there will be no reimbursement for coursework for any Bargaining Unit Member enrolled in a Principal certification prep program or Superintendent certification.

#### 5.23 Tax Sheltered Annuities and Flexible Spending Accounts

The District will continue to provide tax-sheltered annuities and flexible spending accounts in accordance with Internal Revenue Code requirements and District guidelines.

#### 5.24 Regular Part-time Employees

The regular part-time professional and temporary professional employees who are in the Bargaining Unit will benefit from the following provisions of this agreement on a pro rata basis:

1. Salaries
2. Medical Plan
3. Prescription Drug Insurance
4. Dental Insurance
5. Vision Care Insurance
6. Group Term Life Insurance
7. Voluntary Life Insurance
8. Income Protection
9. Retirement Incentive
10. Payment for Professional Credits
11. Granting of Personal Days
12. Use of Sick Leave for Family Illness
13. Secondary Preparation Time
14. Elementary Preparation Time
15. After-school and in-service day participation
16. Opening day

Loss of pay, length of school year, teacher day, and counting members as full-time equivalents, will be prorated according to the assigned time.

The provision of Medical insurance, Dental insurance, Prescription Drug insurance and Vision Care insurance will be dependent upon the participation of the

Bargaining Unit Member in the remaining portion of the pro rata insurance. By arrangement with the Payroll Office, such participation shall be by payroll deduction.

Part-time Bargaining Unit Members will be required to contribute healthcare premiums based upon the following formula:

The Bargaining Unit Member will pay a prorated percentage (based upon his or her hours of work) of the total healthcare premium, plus a portion of the healthcare premium contribution set forth under Section 5.4 herein.

#### 5.25 Retirement Notice or Resignation Notice

Any Bargaining Unit Member who retires or resigns shall give the District sixty (60) days written notice before the effective date of the retirement or resignation. Bargaining Unit Members complying with this requirement who retire or resign effective during the summer months of any year shall continue to receive their group insurance benefits until the effective date of their retirement or resignation. Any Bargaining Unit Member who fails to give the required sixty (60) days written notice will forfeit all severance or retirement benefits provided in Section 5.20 of this Agreement to which he/she would otherwise be entitled. The sixty (60) day notice does not apply to disability retirement. By mutual agreement in writing the District can waive enforcement of the provisions of the preceding sentence in any given case, which waiver shall not constitute a precedent or practice requiring waiver in any future case.

### ARTICLE VI

#### HOURS OF WORK AND OTHER CONDITIONS IN EMPLOYMENT

##### 6.0 Length of Work Year

The length of the work year shall not exceed one hundred ninety-one (191) days during each year of the Collective Bargaining Agreement.

Included in the work year shall be a minimum one hundred eighty (180) days of student instruction and eleven (11) non-instructional days. Of the eleven (11) non-instructional days, at least one (1) day will be devoted to parent/teacher conferences, two (2) work and collaboration days to be scheduled not more than ten (10) days prior to the end of the first and second trimesters (for the elementary), one (1) teacher work day at the beginning of the school year and one (1) teacher work day at the end of the school year, with the balance of the work year being devoted to professional development, or professional activities as determined by the District Administration.

Newly hired Bargaining Unit Members needing to complete induction will work one hundred ninety-four (194) days in accordance with section 4.0 of this agreement.

Of the one hundred ninety-one (191) work days, the District shall offer one (1) day as a flexible In-service Exchange Day. Bargaining Unit Members are required to complete six (6) hours of professional development during the work year as outlined in the school calendar. The calendar will reflect one hundred ninety (190) scheduled work days. Any Bargaining Unit Member who fails to complete six (6) professional development hours by May 16, will lose pay equivalent to one (1) day per diem.

The District will develop and provide a list of approved professional development opportunities that Bargaining Unit members may sign up for and engage in during the period of July 1 through May 16 of each year to fulfill this obligation. Exceptions to the beginning and end date may be made at the discretion of the administration based on training schedules and availability.

If a Bargaining Unit Member finds an alternative professional development activity they believe better meets their professional needs, they may submit a request for approval to the office of the Assistant Superintendent of Academics, or designee, no less than three (3) weeks in advance of the scheduled training. The Administration has the right to deny requests.

6.1 Definitions:

6.2 Professional Development. Professional growth experiences in large or small group formats selected and planned by the Act 48 Committee in coordination with the District strategic planning, overall goals, or specific initiatives.

6.3 Work and Collaboration Day: Professional individual or collaborative activities aligned with district/building/individual goals or initiatives. These activities are self-selected by staff and recorded with administration. Credit for professional development/Act 48 hours requires approval by the Act 48 Committee.

6.4 Organizational Planning Development: Professional collaboration activities involving District goals or initiatives; examples include portfolio assessment and management; performance assessment development or scoring; graduation project work; curriculum work; interdisciplinary planning; IST work, etc.

6.5 On-Line Instruction

The District has the right to promote, offer and implement online instruction with instruction provided by either Bargaining Unit Members or instructors from other sources, at its discretion, but with the understanding that Bargaining Unit Members, with the approval of the Superintendent, will be given the right of first consideration for:

- (a) home-schooled students;
- (b) students attending public or non-public schools;
- (c) students attending cyber schools;
- (d) students attending charter schools;
- (e) students whose medical conditions preclude their regular school attendance;
- (f) students who have travel, athletic or performance opportunities that preclude their attendance;
- (g) students who will be expelled or are expelled or suspended by the District; and/or,
- (h) students currently attending school who desire a blended approach (online and attendance at a traditional school environment) to learning.

## 6.6 Work Day

The workday will be seven and one-half (7 ½) hours. For all District in-service work days that are scheduled on or after the date of this Agreement, such days shall include no more than a total of six (6) hours of actual professional development/work time for Bargaining Unit Members. Break times or the lunch period are not included in the six (6) hour time limitation.

Bargaining Unit Members are required to remain after the regular pupil day for up to sixty-five (65) minutes to attend departmental, individual school, committee, curriculum, or system-wide staff meetings. Except in emergencies, such meetings will not exceed one (1) per week. At least twenty-four (24) hours notice shall be provided to Bargaining Unit Members for such meetings.

The weekly meeting may be utilized, district-wide, for the purposes of parent conferences one (1) time per school year. Should the weekly meeting time be used for parent conferences, no night meetings or conferences shall be scheduled on the same evening. If the regular conference schedule is modified to include the weekly meeting time for conferences, the finalized conference schedule shall be communicated, in writing, to Bargaining Unit Members prior to September 1 of the school year in which it will be utilized.

There shall be no more than two (2) evening parent conference nights or back-to-school nights per school year, each to be scheduled for no more than two (2) hours and fifteen (15) minutes.



#### 6.7 Vacancies

A vacancy shall exist when a professional position cannot be adequately filled by the existing staff of the building.

Vacancies in professional positions shall be included on the District website, as well as e-mailed to the President of the Association, and to those Bargaining Unit Members who will sign up for the District's ListServ, based upon guidelines that will be adopted by the Human Resources Department.

The District agrees to fill any new, permanent, or anticipated professional vacancies including, but not limited to, summer school, homebound, federal projects, grant projects, or any other position from within its own teaching staff whenever staff members are the best qualified candidates available. The District continues to have the discretionary right to utilize contracted services to fill any professional vacancy or position, so long as (1) Pennsylvania Department of Education Guidelines and the Public School Code of 1949 are adhered to, (2) the contractor meets certification requirements and (3) no current professional staff member will thereby be laid off.

#### 6.8 Voluntary Transfer

The term transfer where used in this agreement shall mean a change in permanent assignment from one (1) school building to another.

A Bargaining Unit Member who desires a transfer to another building or who wishes to be reassigned to another subject area or grade level shall file a written statement of such desire with the Director of Human Resources not later than May 1st. Such statement shall include the school or schools to which he/she desires to be transferred, in order of preference. Preference as to the grade and/or subject area may also be included.

All requests for voluntary transfer shall be kept on file in the District Office. When a vacancy occurs, the Superintendent or designee shall give first consideration to applications on file before considering any applicants from outside the District, or before considering any involuntary transfer.

All requests for voluntary transfer shall remain on file until September 15th of the succeeding school year and may be renewed in writing from year to year, unless rescinded by the Bargaining Unit Member in writing.

If for any reason the Bargaining Unit Member is denied his/her request for voluntary transfer, the Bargaining Unit Member shall, upon request, be given a written explanation of the reason for the decision.

In the determination of requests for voluntary transfer, the convenience and wishes of the individual Bargaining Unit Member will be considered to the extent that they do not conflict with the instructional requirements and best interest of the District.

#### 6.9 Involuntary Transfer

The District shall have the right to transfer Bargaining Unit Members involuntarily for legitimate education reasons. No involuntary transfer shall be arbitrary or capricious in nature. The final decision to transfer shall be made by the Superintendent.

In the event that involuntary transfers become necessary, the decision for transfer shall consider the following:

- A. A Bargaining Unit Member's ability to work effectively at the grade or academic level or building to which he/she is to be assigned.
- B. The academic needs of the sending and receiving schools.
- C. The extra-curricular needs of the sending and receiving schools.
- D. The wishes and needs of the individual Bargaining Unit Member.

If two (2) or more Bargaining Unit Members possess qualifications of relative equality in the opinion of the administration, then the least senior member shall be transferred.

Seniority for purposes of transfer shall be defined as a Bargaining Unit Member's total length of continuous service as a professional employee or a temporary professional employee with the Downingtown Area School District. Any professional or temporary professional employee who is on a paid leave of absence which is approved by the Board shall have no break in service for the period of such approved leave of absence, and seniority shall continue to accrue during the period of any furlough. Seniority shall be retained, but shall not accrue during the period of any approved leave of absence.

Seniority will be determined by the order in which the names of the Bargaining Unit Members appear in the Board minutes for those employees who have the same amount of service.

#### 6.10 Notification of Transfer

The District will provide two (2) weeks written notification of building to building, grade to grade, or subject to subject proposed changes in assignment for the next school year prior to the end of the current school year. Changes in the assignments may take place following the notification.

#### 6.11 Right to Return

Any Bargaining Unit Member who has been involuntarily transferred after September 1, 1986 shall have the right of first consideration for return to the building from which he/she was transferred.

#### 6.12 Employee Personnel File

Each Bargaining Unit Member shall have the right to examine and duplicate any material in his/her personnel file maintained by the School District, except for records excluded from examination under the Pennsylvania Inspection of Personnel Files Act.

Each Bargaining Unit Member is entitled to a copy of any material to be placed in his/her personnel file. Any material which has not previously been sent to or reviewed with a Bargaining Unit Member shall be copied to him/her at the time of placement in the personnel file.

Each Bargaining Unit Member shall have the right to have included material and/or comments regarding his/her file.

Copies from material in the personnel file will be charged at a fee of \$0.25 per page. Per contract year, up to five (5) individual Bargaining Unit Members may request in writing through the DAEA President, a copy of their personnel file free from charge. Should more than 5 members request copies in any given year, additional requests for copies will be charged.

Copies requested in writing by the DAEA President in association with the procedural duty of resolving a current grievance or disciplinary action will be provided to the DAEA President free of charge.

#### 6.13 Preparation Time

It is agreed that the District differentiates between individual and organization planning time.

#### 6.14 Individual Planning Time

A daily period of time scheduled for each Bargaining Unit Member for individually determined classroom planning and reflection, classroom management tasks, classroom assessment processing and scoring, student/parent telephone or personal conferencing, etc., which is free of duty activities or assignments.

#### 6.15 Organizational Planning Time

Regularly scheduled time established for professional collaboration and professional growth which promote the goals of the District and is free of student instruction or supervisory duties.

Activities include but are not limited to team meetings; interdisciplinary unit planning, implementation discussion, or evaluation; performance assessment development, implementation discussion or evaluation, IST conferencing, SAS conferencing, portfolio development, technology training and practice, instructional strategy training and practice, assessment training and practice.

#### 6.16 Secondary Preparation Time

Each secondary teacher will have daily individual planning time which is equivalent to one (1) traditional scheduled instructional period. In the event of a block schedule implementation of double traditional periods, it is agreed that the subsequent planning time is composed of both individual and organization planning time. A traditional period is defined as the minimum length of time of one (1) standard, secondary period in 1996-1997. Effective as soon as possible within the strictures of the secondary schedule, it is understood that the one (1) standard, secondary instructional period in 1996-1997 shall be adjusted to accommodate up to fifteen (15) minutes of additional instructional time per day as determined by the District Administration.

The District agrees that no secondary teacher will be assigned to teach more than five (5) traditional scheduled periods per day if the classes convene daily for a full year. Encore teachers, who are teachers of courses which are scheduled to meet less than six (6) times out of the six (6) day cycle, may volunteer to be assigned to a maximum of thirty-six (36) periods per six (6) day cycle. Any secondary encore teacher who volunteers to be scheduled for more than thirty (30) periods per six (6) day cycle for a given school year shall complete the form found in Appendix K.

Every secondary teacher may be assigned to a maximum of thirty-six (36) work periods in a six (6) day cycle. These periods for secondary teachers shall consist of the number of instructional periods per work cycle set forth in the preceding paragraph plus duty periods. Should any Bargaining Unit Member who is a secondary teacher have unassigned periods, excluding their required preparation time, the District Administration reserves the right to assign such Bargaining Unit Members duties during these unassigned periods up to thirty-six (36) work periods per cycle.

#### 6.17 Secondary Class Size and Aides

It is agreed that the District has a policy on secondary class size.

The District will continue to employ instructional clerical support for Bargaining Unit Members through the provision of two (2) clerical aides at each high school and one (1) clerical aide for each middle school in the District, each for a minimum of twenty (20) hours per week as assigned by the school principal.

#### 6.18 Elementary Preparation Time

Elementary teachers will, through the employment of art, music and physical education teachers and librarians, have a minimum of two hundred twenty-five (225) minutes of preparation time per week during the student day. Each elementary teacher will have a minimum of forty-five (45) minutes of individual preparation time during the student day scheduled as a single block of time whenever possible.

Each elementary special area teacher will have a minimum of forty-five (45) minutes of individual preparation time to be scheduled as a single block of time whenever possible. Where scheduling does not support a full forty-five (45) minute single block, planning time in partial blocks of no less than fifteen (15) minutes in length will be used.

#### 6.19 Elementary Aides

The School District will employ clerical aides for each elementary school for a minimum of ten (10) hours per week for each of the elementary buildings.

#### 6.20 Elementary Instructional Day

The elementary instructional day will be five (5) hours and thirty (30) minutes in grades one (1) to five (5). The kindergarten instructional day will be two (2) hours and forty-five (45) minutes for A.M. and P.M. sessions.

#### 6.21 Cafeteria/Playground Supervision

All homeroom teachers, except the teachers on playground duty, in grades one (1) through five (5) will remain with their students in the cafeteria for a maximum of fifteen (15) minutes daily for the first two (2) days of school. The homeroom teacher will assist with his/her homeroom in the cafeteria for a maximum of fifteen (15) minutes if requested by the principal due to problems with that teacher's homeroom class. The classroom teachers may perform instructional services for fifteen (15) minutes after their lunch.

Elementary teachers will assume responsibility of one (1) recess duty per week and one (1) lunch recess duty assignment per week. Special area teachers will assume the responsibility of a minimum of one (1) recess duty per week and one (1) lunch recess duty assignment per week. The District Administration will establish the schedule of all duties with staff input in accord with the most effective operation of each building. In an effort to support equity among teachers regarding duty assignments, all elementary teachers will assume some duties and, the District will hire paraprofessionals to assist in the cafeteria or with lunch playground duty as individual school enrollments require.

The staff and the principal will establish the protocols for cafeteria and playground behavior.

#### 6.22 Bus Duty

Bargaining Unit Members may be assigned to A.M. and P.M. bus duty. Flexible starting and ending times shall not extend the seven and one-half (7-1/2) hour workday.

#### 6.23 Professional Observations

Observation forms will be selected by the Administration; provided, however, that changes made to the observation forms will be processed through a Task Force. The parties will designate their own representatives to the Task Force. The implementation date for any revised forms will be no later than July 1. Changes to the forms will be shared with the Association prior to District implementation.

Observation forms will be returned to the affected Bargaining Unit Member within one (1) workweek after the observation conference.

The District will have the final say on the observation form(s) following the Task Force's review.

#### 6.24 Substitute Teachers

In the event that a Bargaining Unit Member is absent for a half day or more, the District will make every effort to employ a substitute. If none is available, the District will assign Bargaining Unit Members to cover the class of the absent teacher. Bargaining Unit Members will be first assigned who have more than one (1) preparation period or a combination of preparation periods and assigned periods other than classes and study halls. If there are none of these Bargaining Unit Members available to cover the classes, any Bargaining Unit Member may be assigned providing his/her five (5) preparation periods per week are maintained.

#### 6.25 Class Coverage

Bargaining Unit Members shall be given twenty-four (24) hours advance notice whenever possible before assignment to class coverage.

#### 6.26 Duty Free Lunch

During the thirty (30) minute duty free lunch period, Bargaining Unit Members will be permitted to leave the campus provided they give personal notice to the Principal's office of leaving and returning.

#### 6.27 Distribution of the Agreement and Policies

Each Bargaining Unit Member shall receive a copy of the Agreement in booklet form. Copies shall become the personal property of the Bargaining Unit Member. The copies shall be distributed within a reasonable period of time after the signing of the contract.

All newly hired Bargaining Unit Members will be given a copy of the current agreement at the time of hire.

The Association shall also receive twenty-five (25) copies of the school district policy manual and an additional copy shall be placed in each school library.

6.28 Professional Liaison Committee

Representatives of the Association and the District shall meet on a mutually agreeable date within thirty (30) school days of the request by either party.

District and Association will continue the practice of informal meetings between the Professional Liaison Committee and the Administration of the District for the purposes of exchanging ideas and opinions to formulate solutions to problems that occur from time to time in the administration of the Collective Bargaining Agreement and/or the administration of the Bargaining Unit Members.

ARTICLE VII  
MISCELLANEOUS PROVISIONS

7.0 Policing of the Contract

It is agreed that the Bargaining Unit will assist the Administration in the policing of the Agreement to the maximum possible extent.

7.1 No Strike or Lockout

It is agreed that there shall be no strike, withholding of service or lockout during the life of this contract.

7.2 No Retaliation and Non-Educational Volunteer Work

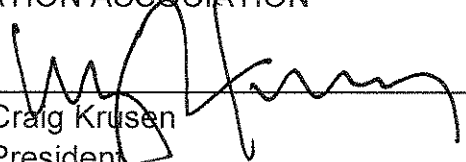
The District agrees not to retaliate against any Bargaining Unit Member for exercising said Bargaining Unit Member's right to strike in accordance with the Public Employee Relations Act. The Association leadership agrees not to direct the Bargaining Unit Membership to refuse non-educational volunteer work (May day, Senior and junior prom, dances, etc.).

7.3 Execution of Agreement

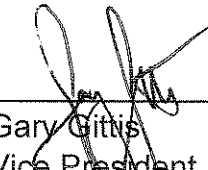
This Agreement is made and entered into at Downingtown, Pennsylvania on this 13th day of November 2019 by and between the Downingtown Board of Education and the Downingtown Area Education Association and so attested to by the signatures of the officers which appear below.

DOWNINGTOWN AREA  
EDUCATION ASSOCIATION

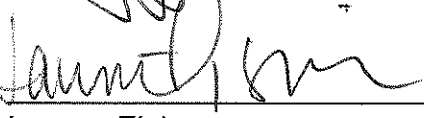
By:

  
Craig Krusen  
President


By:

  
Gary Gittis  
Vice President

By:

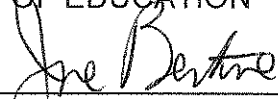
  
Lauren Fiske  
Vice President

Attest:

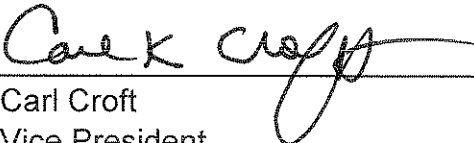
  
Sharon Jackson  
DAEA Secretary

DOWNINGTOWN AREA  
BOARD OF EDUCATION

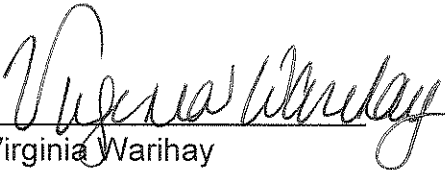
By:

  
Jane Bertone  
President

By:

  
Carl Croft  
Vice President

Attest:

  
Virginia Warihay  
Board Secretary



APPENDIX A								
2020-2021 Salary Schedule								
<u>Step</u>	<u>Bachelors</u>	<u>B +24</u>	<u>Masters</u>	<u>M +15</u>	<u>M +30</u>	<u>M+45</u>	<u>M +60</u>	<u>PhD/EdD</u>
1	\$ 54,002	\$ 55,759	\$ 58,808	\$ 60,367	\$ 61,602	\$ 62,611	\$ 63,891	\$ 67,010
2	\$ 55,862	\$ 57,619	\$ 61,064	\$ 62,604	\$ 63,838	\$ 64,848	\$ 66,128	\$ 69,247
3	\$ 57,721	\$ 59,478	\$ 63,321	\$ 64,840	\$ 66,075	\$ 67,085	\$ 68,365	\$ 71,484
4	\$ 59,581	\$ 61,338	\$ 65,578	\$ 67,077	\$ 68,312	\$ 69,322	\$ 70,601	\$ 73,720
5	\$ 61,440	\$ 63,197	\$ 67,834	\$ 69,314	\$ 70,549	\$ 71,558	\$ 72,838	\$ 75,957
6	\$ 63,300	\$ 65,057	\$ 70,091	\$ 71,551	\$ 72,785	\$ 73,795	\$ 75,075	\$ 78,194
7	\$ 65,159	\$ 66,916	\$ 72,348	\$ 73,787	\$ 75,022	\$ 76,032	\$ 77,312	\$ 80,431
8	\$ 67,019	\$ 68,776	\$ 74,605	\$ 76,024	\$ 77,259	\$ 78,269	\$ 79,548	\$ 82,667
9	\$ 68,879	\$ 70,636	\$ 76,861	\$ 78,261	\$ 79,496	\$ 80,505	\$ 81,785	\$ 84,904
10	\$ 70,738	\$ 72,495	\$ 79,118	\$ 80,498	\$ 81,732	\$ 82,742	\$ 84,022	\$ 87,141
11	\$ 72,598	\$ 74,355	\$ 81,375	\$ 82,734	\$ 83,969	\$ 84,979	\$ 86,259	\$ 89,378
12	\$ 74,457	\$ 76,214	\$ 83,631	\$ 84,971	\$ 86,206	\$ 87,216	\$ 88,496	\$ 91,615
13	\$ 76,317	\$ 78,074	\$ 85,888	\$ 87,208	\$ 88,443	\$ 89,452	\$ 90,732	\$ 93,851
14	\$ 78,220	\$ 79,977	\$ 88,145	\$ 89,445	\$ 90,679	\$ 91,689	\$ 92,969	\$ 96,088
15	\$ 80,108	\$ 82,167	\$ 91,040	\$ 92,400	\$ 93,720	\$ 94,840	\$ 96,200	\$ 99,194

**Salary Increases:**

(including increment)

2020-21	3.50%
2021-22	3.50%
2022-23	3.35%
2023-24	3.30%
2024-25	3.30%

APPENDIX B								
2021-2022 Salary Schedule								
<u>Step</u>	<u>Bachelors</u>	<u>B +24</u>	<u>Masters</u>	<u>M +15</u>	<u>M +30</u>	<u>M+45</u>	<u>M +60</u>	<u>PhD/EdD</u>
<b>1</b>	\$ 54,348	\$ 56,500	\$ 59,441	\$ 61,472	\$ 62,819	\$ 63,973	\$ 65,357	\$ 68,313
<b>2</b>	\$ 56,186	\$ 58,338	\$ 61,690	\$ 63,675	\$ 65,021	\$ 66,175	\$ 67,560	\$ 70,516
<b>3</b>	\$ 58,024	\$ 60,176	\$ 63,938	\$ 65,877	\$ 67,223	\$ 68,377	\$ 69,762	\$ 72,718
<b>4</b>	\$ 59,862	\$ 62,014	\$ 66,187	\$ 68,079	\$ 69,426	\$ 70,579	\$ 71,964	\$ 74,920
<b>5</b>	\$ 61,700	\$ 63,852	\$ 68,435	\$ 70,282	\$ 71,628	\$ 72,782	\$ 74,166	\$ 77,122
<b>6</b>	\$ 63,538	\$ 65,690	\$ 70,684	\$ 72,484	\$ 73,830	\$ 74,984	\$ 76,369	\$ 79,325
<b>7</b>	\$ 65,376	\$ 67,528	\$ 72,932	\$ 74,686	\$ 76,032	\$ 77,186	\$ 78,571	\$ 81,527
<b>8</b>	\$ 67,213	\$ 69,366	\$ 75,181	\$ 76,889	\$ 78,235	\$ 79,389	\$ 80,773	\$ 83,729
<b>9</b>	\$ 69,051	\$ 71,204	\$ 77,429	\$ 79,091	\$ 80,437	\$ 81,591	\$ 82,976	\$ 85,932
<b>10</b>	\$ 70,889	\$ 73,042	\$ 79,678	\$ 81,293	\$ 82,639	\$ 83,793	\$ 85,178	\$ 88,134
<b>11</b>	\$ 72,727	\$ 74,880	\$ 81,926	\$ 83,495	\$ 84,842	\$ 85,996	\$ 87,380	\$ 90,336
<b>12</b>	\$ 74,565	\$ 76,718	\$ 84,175	\$ 85,698	\$ 87,044	\$ 88,198	\$ 89,582	\$ 92,539
<b>13</b>	\$ 76,403	\$ 78,555	\$ 86,423	\$ 87,900	\$ 89,246	\$ 90,400	\$ 91,785	\$ 94,741
<b>14</b>	\$ 78,279	\$ 80,431	\$ 88,671	\$ 90,102	\$ 91,448	\$ 92,602	\$ 93,987	\$ 96,943
<b>15</b>	\$ 80,164	\$ 82,827	\$ 91,770	\$ 93,290	\$ 94,780	\$ 96,120	\$ 97,640	\$ 100,386

APPENDIX C								
2022-2023 Salary Schedule								
<u>Step</u>	<b>Bachelors</b>	<b>B +24</b>	<b>Masters</b>	<b>M +15</b>	<b>M +30</b>	<b>M+45</b>	<b>M +60</b>	<b>PhD/EdD</b>
<b>1</b>	\$ 54,846	\$ 57,569	\$ 60,355	\$ 63,067	\$ 64,573	\$ 65,935	\$ 67,471	\$ 70,192
<b>2</b>	\$ 56,653	\$ 59,376	\$ 62,592	\$ 65,219	\$ 66,726	\$ 68,088	\$ 69,624	\$ 72,345
<b>3</b>	\$ 58,460	\$ 61,182	\$ 64,829	\$ 67,372	\$ 68,879	\$ 70,240	\$ 71,776	\$ 74,497
<b>4</b>	\$ 60,267	\$ 62,989	\$ 67,065	\$ 69,524	\$ 71,031	\$ 72,393	\$ 73,929	\$ 76,650
<b>5</b>	\$ 62,073	\$ 64,796	\$ 69,302	\$ 71,677	\$ 73,184	\$ 74,546	\$ 76,081	\$ 78,803
<b>6</b>	\$ 63,880	\$ 66,603	\$ 71,538	\$ 73,830	\$ 75,336	\$ 76,698	\$ 78,234	\$ 80,955
<b>7</b>	\$ 65,687	\$ 68,409	\$ 73,775	\$ 75,982	\$ 77,489	\$ 78,851	\$ 80,387	\$ 83,108
<b>8</b>	\$ 67,494	\$ 70,216	\$ 76,011	\$ 78,135	\$ 79,642	\$ 81,003	\$ 82,539	\$ 85,260
<b>9</b>	\$ 69,301	\$ 72,023	\$ 78,248	\$ 80,287	\$ 81,794	\$ 83,156	\$ 84,692	\$ 87,413
<b>10</b>	\$ 71,107	\$ 73,830	\$ 80,484	\$ 82,440	\$ 83,947	\$ 85,309	\$ 86,844	\$ 89,566
<b>11</b>	\$ 72,914	\$ 75,637	\$ 82,721	\$ 84,593	\$ 86,099	\$ 87,461	\$ 88,997	\$ 91,718
<b>12</b>	\$ 74,721	\$ 77,443	\$ 84,958	\$ 86,745	\$ 88,252	\$ 89,614	\$ 91,150	\$ 93,871
<b>13</b>	\$ 76,528	\$ 79,250	\$ 87,194	\$ 88,898	\$ 90,405	\$ 91,766	\$ 93,302	\$ 96,023
<b>14</b>	\$ 78,363	\$ 81,085	\$ 89,431	\$ 91,050	\$ 92,557	\$ 93,919	\$ 95,455	\$ 98,176
<b>15</b>	\$ 80,220	\$ 83,486	\$ 92,501	\$ 94,181	\$ 95,841	\$ 97,401	\$ 99,081	\$ 101,578

APPENDIX D								
2023-2024 Salary Schedule								
<u>Step</u>	<u>Bachelors</u>	<u>B +24</u>	<u>Masters</u>	<u>M +15</u>	<u>M +30</u>	<u>M+45</u>	<u>M +60</u>	<u>PhD/EdD</u>
<b>1</b>	\$ 55,490	\$ 58,948	\$ 61,535	\$ 65,125	\$ 66,839	\$ 68,469	\$ 70,200	\$ 72,618
<b>2</b>	\$ 57,257	\$ 60,715	\$ 63,757	\$ 67,213	\$ 68,927	\$ 70,557	\$ 72,288	\$ 74,706
<b>3</b>	\$ 59,023	\$ 62,481	\$ 65,978	\$ 69,302	\$ 71,016	\$ 72,646	\$ 74,377	\$ 76,795
<b>4</b>	\$ 60,790	\$ 64,248	\$ 68,199	\$ 71,390	\$ 73,104	\$ 74,734	\$ 76,465	\$ 78,883
<b>5</b>	\$ 62,556	\$ 66,015	\$ 70,420	\$ 73,479	\$ 75,193	\$ 76,823	\$ 78,554	\$ 80,972
<b>6</b>	\$ 64,323	\$ 67,781	\$ 72,641	\$ 75,567	\$ 77,281	\$ 78,911	\$ 80,642	\$ 83,060
<b>7</b>	\$ 66,089	\$ 69,548	\$ 74,862	\$ 77,655	\$ 79,370	\$ 81,000	\$ 82,731	\$ 85,149
<b>8</b>	\$ 67,856	\$ 71,314	\$ 77,084	\$ 79,744	\$ 81,458	\$ 83,088	\$ 84,819	\$ 87,237
<b>9</b>	\$ 69,622	\$ 73,081	\$ 79,305	\$ 81,832	\$ 83,546	\$ 85,177	\$ 86,908	\$ 89,326
<b>10</b>	\$ 71,389	\$ 74,847	\$ 81,526	\$ 83,921	\$ 85,635	\$ 87,265	\$ 88,996	\$ 91,414
<b>11</b>	\$ 73,155	\$ 76,614	\$ 83,747	\$ 86,009	\$ 87,723	\$ 89,353	\$ 91,084	\$ 93,502
<b>12</b>	\$ 74,922	\$ 78,380	\$ 85,968	\$ 88,098	\$ 89,812	\$ 91,442	\$ 93,173	\$ 95,591
<b>13</b>	\$ 76,688	\$ 80,147	\$ 88,190	\$ 90,186	\$ 91,900	\$ 93,530	\$ 95,261	\$ 97,679
<b>14</b>	\$ 78,471	\$ 81,930	\$ 90,411	\$ 92,275	\$ 93,989	\$ 95,619	\$ 97,350	\$ 99,768
<b>15</b>	\$ 80,276	\$ 84,146	\$ 93,231	\$ 95,071	\$ 96,901	\$ 98,681	\$ 100,521	\$ 102,770

APPENDIX E								
2024-2025 Salary Schedule								
<u>Step</u>	Bachelors	B +24	Masters	M +15	M +30	M+45	M +60	PhD/EdD
<b>1</b>	\$ 58,088	\$ 62,561	\$ 65,362	\$ 69,962	\$ 71,962	\$ 73,962	\$ 75,962	\$ 77,962
<b>2</b>	\$ 59,799	\$ 64,272	\$ 67,562	\$ 71,962	\$ 73,962	\$ 75,962	\$ 77,962	\$ 79,962
<b>3</b>	\$ 61,510	\$ 65,983	\$ 69,762	\$ 73,962	\$ 75,962	\$ 77,962	\$ 79,962	\$ 81,962
<b>4</b>	\$ 63,221	\$ 67,694	\$ 71,962	\$ 75,962	\$ 77,962	\$ 79,962	\$ 81,962	\$ 83,962
<b>5</b>	\$ 64,932	\$ 69,405	\$ 74,162	\$ 77,962	\$ 79,962	\$ 81,962	\$ 83,962	\$ 85,962
<b>6</b>	\$ 66,644	\$ 71,116	\$ 76,362	\$ 79,962	\$ 81,962	\$ 83,962	\$ 85,962	\$ 87,962
<b>7</b>	\$ 68,355	\$ 72,828	\$ 78,562	\$ 81,962	\$ 83,962	\$ 85,962	\$ 87,962	\$ 89,962
<b>8</b>	\$ 70,066	\$ 74,539	\$ 80,762	\$ 83,962	\$ 85,962	\$ 87,962	\$ 89,962	\$ 91,962
<b>9</b>	\$ 71,777	\$ 76,250	\$ 82,962	\$ 85,962	\$ 87,962	\$ 89,962	\$ 91,962	\$ 93,962
<b>10</b>	\$ 73,488	\$ 77,961	\$ 85,162	\$ 87,962	\$ 89,962	\$ 91,962	\$ 93,962	\$ 95,962
<b>11</b>	\$ 75,199	\$ 79,672	\$ 87,362	\$ 89,962	\$ 91,962	\$ 93,962	\$ 95,962	\$ 97,962
<b>12</b>	\$ 76,910	\$ 81,383	\$ 89,562	\$ 91,962	\$ 93,962	\$ 95,962	\$ 97,962	\$ 99,962
<b>13</b>	\$ 78,621	\$ 83,094	\$ 91,762	\$ 93,962	\$ 95,962	\$ 97,962	\$ 99,962	\$ 101,962
<b>14</b>	\$ 80,332	\$ 84,805	\$ 93,962	\$ 95,962	\$ 97,962	\$ 99,962	\$ 101,962	\$ 103,962

**APPENDIX F**  
**Step Movement Chart**  
**2020-2025**

19-20	20-21	21-22	22-23	23-24	24-25
					1
				1	1
			1	2	2
		1	2	3	3
	1	2	3	4	4
1	2	3	4	5	5
2	3	4	5	6	6
3	4	5	6	7	7
4	5	6	7	8	8
5	6	7	8	9	9
6	7	8	9	10	10
7	8	9	10	11	11
8	9	10	11	12	12
9	10	11	12	13	13
10	11	12	13	14	14
11	12	13	14	15	14
12	13	14	15	15	14
13	14	15	15	15	14
14	15	15	15	15	14
15	15	15	15	15	14

*Step placement for each Bargaining Unit Member for each year of the Agreement shall be determined by the chart.*

*Bargaining Unit Members must work one full semester in the year prior to be considered for step movement.*

## APPENDIX G DEFINITIONS

### **Definitions of the M in M + 15, M + 30, M + 45 and M + 60 or Doctorate**

The M in M + 15, M + 30, M + 45, and M + 60 or Doctorate (PhD or EdD) shall mean a Master's Degree or Doctorate (PhD or EdD) granted by an institution authorized by the Commonwealth of Pennsylvania to award such degrees, a Master's Degree or Doctorate (PhD or EdD) granted by an out-of-state institution approved by the Commonwealth of Pennsylvania for certification purposes or a Master's Equivalency certificate granted by the Commonwealth of Pennsylvania to the extent addressed below under "Master's Equivalency." In-Service credits shall not exceed one-half (1/2) the required credits.

### **Definition of the Credits in, B + 24, M, M + 15, M + 30, M + 45, M + 60 or Doctorate**

B + 24, M, M + 15, M + 30, M + 45 and M + 60 or Doctorate (PhD or EdD) shall mean graduate-level, academic work taken at a Pennsylvania institution authorized to grant graduate degrees by the Commonwealth of Pennsylvania or taken at an out-of-state institution approved by the Commonwealth of Pennsylvania for certification purposes providing, however, that fifty percent (50%) of the required credits may be In-Service credits approved by the Intermediate Unit and the Department of Education. All credits applicable to column headings must be taken subsequent or simultaneous to the degrees indicated.

### **Master's Equivalency**

Those employed as a temporary professional employee or professional employee as of June 1, 1986 may progress to M + columns with a Master's Equivalency. Those so employed after June 1, 1986 may not progress to the M + columns without an earned Master's Degree except those hired prior to October 1, 1986 holding a Master's Equivalency. The District will not recognize a master's equivalency for movement on the salary scale. (Bargaining Unit Members with a master's equivalency that are beyond the B+24 column as of September 1, 2013 will remain at the column they currently reside.)

### **Definition of In-Service Credits**

An In-Service credit is one recognized by the Intermediate Unit and the Department of Education.

## APPENDIX H

### SUPPLEMENTAL POINTS

<b><u>High School Non-Athletics</u></b>	<b><u>No. of Points</u></b>
A.V. Coordinator *	90
Band Director	200
Band Assistant II (x2)	130
Band Assistant I (x3)	65
Choral Director	140
Secondary Orchestra	85
Jazz Band	60
Indoor Drumline (x1 District Team)	65
Indoor Color Guard	60
Fall Theatre Advisor	100
Spring Theatre Advisor	100
Musical Production Director	130
Musical Producer	110
Musical Production Assistant II (x2)	80
Musical Production Assistant I (x2)	75
Student Council Advisor * (x2)	105
National Honor Society	115
Graduation Project Team Coordinator	100
Graduation Project Team Member (x6)	65
Academic Competition Team Advisor	90
Senior Class Advisor	100
Junior Class Advisor	80
Sophomore Class Advisor	70
Freshman Class Advisor	65
Yearbook Business	50
Literary Magazine	50
Robotics (x1 District Team)	60
Debate Team	60
 <b><u>STEM Academy Non-Athletics</u></b>	 <b><u>No. of Points</u></b>
Choral Director	140
Orchestra	85
Fall Theater Advisor	100
Spring Theater Advisor	100
Student Council Advisor (2)	105
National Honor Society	115
Academic Competition Team Advisor	90
Senior Class Advisor	100
Junior Class Advisor	80
Sophomore Class Advisor	70
Freshman Class Advisor	65
Yearbook Advisor (2)	75
Debate Team	60



**Middle School Non-Athletics**

	<b><u>No. of Points</u></b>
Band Director	100
Choral Head	100
Strings Orchestra	70
Musical Production Director	100
Musical Production Assistant II (x2)	85
Musical Production Assistant I	50
Technical Operations	90
School Newspaper	60
Student Council	80
Yearbook Advisor	80

**Sixth Grade Center Non-Athletics**

	<b><u>No. of Points</u></b>
Band Director	100
Chorus	100
Strings Orchestra	70

**Elementary Strings:**

	<b><u>No. of Points</u></b>
Beaver Creek	60
Bradford Heights	60
Brandywine Wallace	60
East Ward	60
Lionville	60
Pickering Valley	60
Shamona Creek	60
Springton Manor	60
Uwchlan Hills	60
West Bradford	60

**Elementary Band:**

	<b><u>No. of Points</u></b>
Beaver Creek	65
Bradford Heights	65
Brandywine Wallace	65
East Ward	65
Lionville	65
Pickering Valley	65
Shamona Creek	65
Springton Manor	65
Uwchlan Hills	65
West Bradford	65

**Elementary Chorus:**

	<b><u>No. of Points</u></b>
Beaver Creek	70
Bradford Heights	70
Brandywine Wallace	70
East Ward	70
Lionville	70
Pickering Valley	70
Shamona Creek	70
Springton Manor	70
Uwchlan Hills	70
West Bradford	70

**High School Head Coaches**

	<b><u>No. of Points</u></b>
Football	200
Athletic Trainer	240
Basketball Boys	190
Basketball Girls	190
Wrestling	190
Soccer Boys	175
Soccer Girls	175
Cheerleading *	155
Volleyball Girls	155
Baseball Boys	155
Softball Girls	155
Hockey Girls	155
Lacrosse Boys	155
Lacrosse Girls	155
Track Indoor	140
Swimming Boys	130
Swimming Girls	130
Tennis Boys	130
Tennis Girls	130
Track Outdoor Boys	130
Track Outdoor Girls	130
Cross Country	120
Golf Boys	120
Golf Girls	120

**High School Assistant Coaches**

	<b><u>No. of Points</u></b>
Football (x6)	130
Basketball Boys (x2)	124
Basketball Girls (x2)	124
Wrestling (x2)	124
Soccer Boys (x2)	114
Soccer Girls (x2)	114
Cheerleading *	101
Volleyball Girls	101
Baseball Boys (x2)	101
Softball Girls (x2)	101
Hockey Girls (x2)	101
Lacrosse Boys (x2)	101
Lacrosse Girls (x2)	101
Track Indoor	91
Swimming / Diving	85
Tennis Boys	85
Tennis Girls	85
Track Outdoor Boys (x2)	85
Track Outdoor Girls (x2)	85
Cross Country	78

**High School JV-B or Freshman  
Head Coaches**

**No. of Points**

Football	124
Basketball Boys	118
Basketball Girls	118
Soccer Boys	109
Baseball Boys	97
Hockey Girls	97
Lacrosse Girls	97

**High School JV-B or Freshman  
Assistant Coaches**

**No. of Points**

Football (x2)	81
Basketball Boys	77
Basketball Girls	77
Soccer Boys	71
Baseball Boys	64
Hockey Girls	64
Lacrosse Girls	64

**Middle School Head Coaches**

**No. of Points**

Football	116
Basketball Boys	111
Basketball Girls	111
Wrestling	111
Soccer Boys	102
Soccer Girls	102
Cheerleading	90
Baseball Boys	90
Softball Girls	90
Hockey Girls	90
Lacrosse Girls	90
Volleyball	90
Track Indoor	82
Cross Country	70

**Middle School Assistant Coaches**

**No. of Points**

Football (x2)	76
Basketball Boys	73
Basketball Girls	73
Wrestling	73
Soccer Boys	67
Soccer Girls	67
Baseball Boys	59
Softball Girls	59
Hockey Girls	59
Lacrosse Girls	59
Volleyball	59
Track (x3)	54
Cross Country	46

## **APPENDIX I**

### **SABBATICAL LEAVE POLICY**

It shall be the policy of the School Board, upon the recommendation of the Superintendent, to grant sabbatical or professional development leaves in conformity with the School Laws of Pennsylvania. The authority for this policy and the accompanying Rules and Regulations is derived from Sections 1166-1171 of the Public School Code of 1949, as amended. All references to sabbatical leave in this Agreement, unless the context otherwise indicates, shall also refer to leaves for professional development as established by Act 66 of 1996.

1. Any person employed in the Downingtown Area School District who has completed ten (10) years of satisfactory service as a professional employee or member of the supervisory, instructional or administrative staff, or as a commissioned officer, of any board of school directors or any part of the public school system of the Commonwealth, shall be entitled to a leave of absence for professional development or restoration of health, or, at the discretion of Downingtown Area Board of School Directors, for other purposes.

At least five (5) consecutive years of service shall have been in the Downingtown Area School District, unless the Board of School Directors in its discretion allows a shorter time.

2. The leave of absence may be for a half or full school term or for two half school terms during a period of two years, at the option of the applicant. Thereafter, one leave of absence shall be allowed after each seven (7) years of service.
3. If the leave of absence is requested because of illness of the employee, a leave shall be granted for a period equivalent to a half or full school term or equivalent to two half school terms during a period of two years. If the leave of absence for one half school term or its equivalent has been granted and the employee is unable to return to school service because of illness or physical disability, the employee, upon written request prior to the expiration of the original leave, shall be entitled to a further sabbatical leave for one half school term or its equivalent.
4. Applications for leaves of absence shall be given preference according to the years of service since the previous sabbatical leave of the applicant.

The number of professional development and sabbatical leaves of absence granted in any school year shall be limited to ten percent (10%) of the number of persons eligible for such leaves of absence regularly employed in the Downingtown Area School District.

5. The employee on leave of absence shall receive one-half of his/her regular salary during the period he/she is on sabbatical leave and will be considered on leave of absence without pay from all other school activities.

6. The employee, while on sabbatical leave of absence, shall be considered to be in regular full-time daily attendance in the position from which the sabbatical leave was taken, during the period of said leave, for the purpose of determining length of service and the right to receive increments as provided by law. The employee shall continue membership in the Public School Employees' Retirement System as follows:

The school district shall pay into the Public School Employees' Retirement System on behalf of each such employee on leave, in addition to the contributions required by law to be made by it, the full amount of the contribution required by law to be paid by the employee as though said employee were actually in regular full-time daily attendance in the position from which the sabbatical leave was taken so that such employee's retirement rights shall be in no way affected by such leave of absence.

The amount of the contribution required to be paid by the employee shall be deducted from any compensation payable to the employee while on leave.

7. No sabbatical leave of absence shall be granted unless the employee shall agree to return to his/her employment with the Downingtown Area School District for a full school term immediately following such leave of absence.

No such leave of absence shall be considered a termination or breach of the contract of employment, and the person on leave of absence shall be returned to the same position or an equivalent position in accordance with law.

If the employee fails to return to service, unless prevented by illness or physical disability, the employee shall forfeit all benefits to which he/she would have been entitled for the period of his/her sabbatical leave of absence. If the employee resigns or fails to return to employment the amount contributed by the District to the Public School Employees' Retirement System shall be deducted from the refund payable to the employee under existing law and the amount so deducted will be refunded to the Downingtown Area School District.

**APPENDIX J**  
**SABBATICAL LEAVE RULES**

1. A request for professional development or sabbatical leave of absence shall be submitted on the District form to the Superintendent.
2. The application must be received by the Superintendent at least ninety (90) days prior to the date the requested leave would start, except that requests for sabbatical leave of absence for restoration of health may be submitted as necessary.
3. Employees who are granted leave for the purpose of professional development—shall complete a program of at least nine (9) credit hours of graduate study per semester, or their equivalent, as certified by the accredited institution attended. In accordance with Act 66, one hundred eighty (180) hours of approved professional development activities consistent with District initiatives or goals may be used as the equivalent of nine (9) graduate credits, and such activities may be substituted for all or a portion of such graduate study if preapproved. In an unusual case, such as recertification, twelve (12) undergraduate credits per semester may be approved as the equivalent of nine (9) graduate credits. The proposed study program must be approved by the Superintendent before the leave begins. A transcript is required at the completion of each semester's work.
4. Employees who request sabbatical leave for restoration of health must submit an application on the District form accompanied by a medical statement giving the nature of the illness or disability and attesting to the need for the leave.
5. The employee on sabbatical leave is expected to devote his/her primary efforts to accomplish the purpose for which the leave is granted.
6. Biweekly paychecks shall be mailed to the employee's home address unless other arrangements are made by the employee before going on leave.
7. Employees granted sabbatical leave will continue to be covered by the District's group insurance plans.
8. Sick leave and personal days will not accrue during the year or pro-rata portion of the year on leave of absence.
9. Failure to comply with the above regulations during the sabbatical leave may result in the termination of the leave.
10. The employee must reimburse the District for any salary paid and benefits costs while on leave if he/she fails to return to employment for a full school term following the leave.

**APPENDIX K**  
**SECONDARY ENCORE AREA TEACHERS**

This form is to be utilized for encore area teachers who volunteer to be scheduled for more than thirty (30) periods per six (6) day cycle for a given school year.

By signing below, I voluntarily agree to be scheduled for more than thirty (30) teaching periods per six (6) day cycle for the school year. This is in accordance with Section 6.16 of the 2017-2020 Collective Bargaining Agreement.

Name: (print) \_\_\_\_\_

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

Scheduled Courses:

Number of Periods:

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Total Number of Scheduled Teaching Periods: \_\_\_\_\_

\_\_\_\_\_  
Bargaining Unit Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

A copy of this form is to be sent to Human Resources and kept on file for one year.

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between the Downingtown Area Education Association (hereinafter referred to as the "Association") and the Downingtown Area School District (hereinafter referred to as the "District").

WHEREAS, the Association is the exclusive representative of a Bargaining Unit of Professional and Temporary Professional Employees of the District as defined in the NISI Order of Certification at PERA-R-425-E; and,

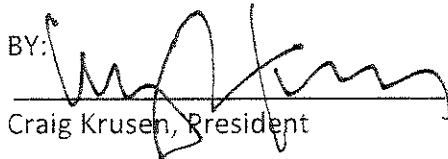
WHEREAS both the District and Association wish to outline in writing the practice of the Association President being assigned teaching duties;

NOW, THEREFORE, and in consideration of the mutual covenants contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. The Association President will be permitted to perform Association; business during the regular school day when not assigned to classroom instruction. The: Association President shall not be assigned any non-instructional! Duties.
2. Should the President be assigned to one of the six secondary buildings, the President of the Downingtown Area Education Association shall be scheduled for no greater than twenty-four (24) teaching periods (as defined in section 5.16 of the 2011-2015 Collective Bargaining Agreement) in a six (6) day cycle.
3. Should the President of the Downingtown Area Education Association be assigned at one of the ten elementary buildings, the President would be relieved from classroom work for up to six (6) workdays off during the school year, subject to the written pre-approval of the Superintendent.
4. The Superintendent and Association President shall make every effort to cooperate for the benefit of the District and the professional staff. Where appropriate the Superintendent shall exercise his/her discretion to provide additional release time for the Association President.

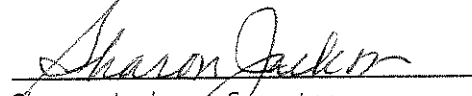
DOWNINGTOWN AREA SCHOOL  
DISTRICT BOARD OF DIRECTORS

BY:

  
Craig Krusen, President

DATE: 3 June 20

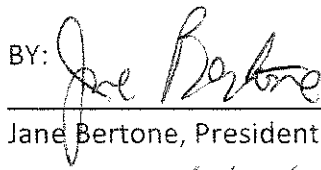
ATTEST:

  
Sharon Jackson, Secretary

DATE: 6/4/20

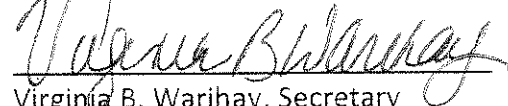
DOWNINGTOWN AREA  
EDUCATION ASSOCIATION

BY:

  
Jane Bertone, President

DATE: 6/4/20

ATTEST:

  
Virginia B. Warihay, Secretary

DATE: 6/4/20



## MEMORANDUM OF UNDERSTANDING

### Re: Online Instruction

From the period of notification until the end of this agreement or August 31, 2025, whichever comes first, the District agrees that no Bargaining Unit Member will be furloughed as a direct result of the District's implementation of online instruction conducted by Non-Bargaining Unit members. The promise of no furloughs does not include demotions which shall be permitted.

Online class size will be determined by the district using the same guidelines as other traditional courses offered by the district.

Online courses that run as part of a teacher's regularly scheduled teaching periods will be part of the teacher's annual salary.

For Bargaining Unit Members who volunteer to teach online courses that are 1.0 original credit, which are outside of the contract day and in addition to their regularly scheduled teaching schedule, the compensation will be \$4646 for a class of ten (10) or more students. For classes of less than ten (10) students, the compensation will be \$500 per student.

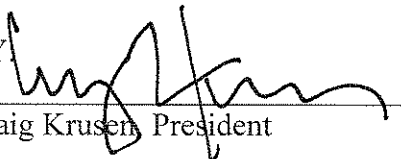
Compensation for any course less than 1.0 original credit will be prorated.

No more than two courses may be combined into one section during the regular school day.

The District shall provide training for Bargaining Unit Members selected to teach online courses prior to teaching their first cyber course.

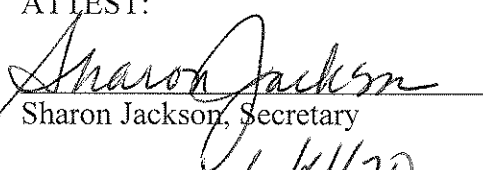
DOWNTOWN AREA SCHOOL  
DISTRICT BOARD OF DIRECTORS

BY:

  
Craig Krusen, President

DATE: 3 June 20

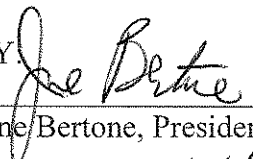
ATTEST:

  
Sharon Jackson, Secretary

DATE: 6/4/20

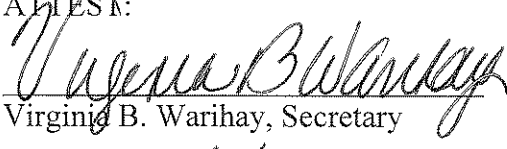
DOWNTOWN AREA  
EDUCATION ASSOCIATION

BY:

  
Jane Bertone, President

DATE: 6/4/20

ATTEST:

  
Virginia B. Warihay, Secretary

DATE: 6/4/20

# Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between the Downingtown Area School District (hereinafter referred to as the "District") and the Downingtown Area Education Association (hereinafter referred to as the "Association").

WHEREAS, the Association is the exclusive representative of a Bargaining Unit of Employees of the District as defined in the NISI Order of Certification at PERA-R- 245-E; and,

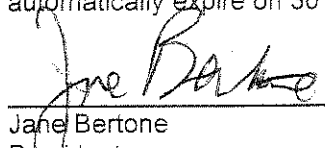
WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement (hereinafter referred to as the "CBA"); and

WHEREAS, the Collective Bargaining Agreement states that secondary level Bargaining Unit Members shall not be assigned to teach more than thirty (30) traditional scheduled periods per 6-day cycle, or for encore teachers who volunteer, 36 periods per 6-day cycle; and

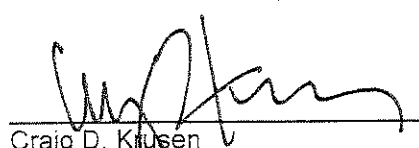
WHEREAS, the Collective Bargaining Agreement states that secondary level Bargaining Unit Members shall be scheduled for a daily prep period; and

NOW, THEREFORE, in consideration of the foregoing premises and intending to be legally bound hereby, the District and the Association agree as follows:

1. Bargaining Unit Members who are assigned to more than one (1) building shall not be assigned to teach more than thirty (30) traditional scheduled periods per 6-day cycle, or for encore teachers who volunteer, thirty-six (36) periods per 6-day cycle.
2. Bargaining Unit Members who are assigned to more than one (1) building, may be assigned more than five (5) teaching periods per day.
3. Administration will make every effort to provide daily prep period if possible even if the master schedule changes.
4. If daily prep is not possible, Bargaining Unit Members assigned to more than one (1) building shall be scheduled for six (6) prep periods per cycle.
5. This MOU shall not be precedent setting or be deemed to be a binding practice for future years.
6. All other terms of the parties' Collective Bargaining Agreement shall remain in full force and effect.
7. This is the whole and complete agreement between the parties.
8. Unless expressly renewed or modified by the District and the Association in writing, this Agreement shall automatically expire on 30 June, 2023.


  
Jane Bertone  
President  
Board of School Directors

Date: 6/4/20

  
Craig D. Klusen  
President, DAEA


Date: 3 June 20

ATTEST:

  
Virginia B. Warhays, Secretary

DATE: 6/4/20

ATTEST:

  
Sharon Jackson, Secretary

DATE: 6/4/20