

**AGREEMENT BETWEEN**

**THE DOWNINGTOWN AREA  
BOARD OF EDUCATION**

**AND**

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

**September 1, 2025 to August 31, 2030**

Table of Contents

ARTICLE I ..... 5  
 DEFINITIONS, PREROGATIVE, SAVINGS CLAUSE AND SEPARABILITY ..... 5  
     1.0 Definitions ..... 5  
     1.1 Downingtown Area School District ..... 5  
     1.2 Downingtown Area Education Association ..... 5  
     1.3 Benefits ..... 5  
     1.4 Working Conditions ..... 5  
     1.5 Teachers ..... 5  
     1.6 ESL Tutors ..... 5  
     1.7 School District Prerogatives ..... 6  
     1.8 Bargaining Unit Prerogatives ..... 6  
     1.9 Savings Clause ..... 6  
     1.10 Closure ..... 7  
     1.11 Separability ..... 7  
 ARTICLE II ..... 7  
 GRIEVANCE PROCEDURE AND COMPLAINT PROCEDURE ..... 7  
     2.0 Purpose ..... 7  
     2.1 Definitions ..... 7  
     2.2 Grievance ..... 7  
     2.3 Procedure ..... 8  
     2.4 Time Limits ..... 8  
     2.5 Year-End Grievances ..... 8  
     2.6 Level One - Principal or Immediate Supervisor ..... 8  
     2.7 Level Two – Human Resources ..... 8  
     2.8 Level Three – Superintendent ..... 9  
     2.9 Level Four – Board ..... 9  
     2.10 Level Five – Arbitration ..... 9  
     2.11 Rights of Bargaining Unit Members to Representation ..... 10  
     2.12 Reprisals ..... 10  
     2.13 Miscellaneous ..... 10  
     2.14 Group Grievance ..... 10  
     2.15 Forms ..... 11  
     2.16 Meetings and Hearings ..... 11  
     2.17 General Provisions ..... 11  
 ARTICLE III ..... 12  
 TERM OF AGREEMENT ..... 12  
 ARTICLE IV ..... 12  
 WAGE AND SALARY PROVISIONS ..... 12  
     4.0 Salaries ..... 12  
     4.1 Horizontal Movement ..... 13  
     4.2 Payroll System and Deductions ..... 13  
     4.3 Supplemental Contracts ..... 14  
     4.4 Payment for Supplementals ..... 14  
     4.5 Extra-Duty Pay ..... 14  
     4.6 Summer School Work and Additional Activities ..... 15  
     4.7 District and Building Leadership ..... 15

4.8	District and Building Leadership Compensation .....	15
4.9	Mentors .....	15
4.10	Loss of Pay .....	15
4.11	Leave Protection Due to Physical Attack by a Student or Students While Performing a School Duty .....	16
4.12	Chaperone Duty for School Dances and Plays .....	16
4.13	Mileage Reimbursement.....	16
ARTICLE V .....		16
OTHER EMPLOYEE BENEFITS .....		16
5.0	Health Insurance.....	16
5.1	Healthcare Plans.....	17
5.2	Health Care Premium Contributions.....	19
5.3	Excise Tax Penalty.....	19
5.4	Sponsorship of an Internal Revenue Code Section 125 Premium Only Plan ...	20
5.5	Group Term Life Insurance.....	20
5.6	Voluntary Life Insurance .....	21
5.7	Income Protection Insurance.....	21
5.8	Group Insurance Benefits .....	21
5.9	Tax Sheltered Annuities and Flexible Spending Accounts.....	22
5.10	Use of Sick Days for Family Illness .....	22
5.11	FMLA .....	22
5.12	Bereavement.....	23
5.13	Anticipated Disability Leave .....	23
5.14	Parental Leave .....	23
5.15	Sabbatical.....	24
5.16	Service in Court .....	24
5.17	Release Time for President.....	24
5.18	Personal Days .....	25
5.19	Leave Without Pay.....	25
5.20	Death of the Bargaining Unit Member .....	26
5.21	Resignation Notice of the Bargaining Unit Member .....	26
5.22	Retirement of the Bargaining Unit Member.....	26
5.23	Workers' Compensation Off-Set .....	27
5.24	Payment for Professional Credit .....	28
5.25	Part-time Employees .....	30
ARTICLE VI.....		30
HOURS OF WORK AND OTHER CONDITIONS IN EMPLOYMENT .....		30
6.0	Length of Work Year .....	30
6.1	On-Line Instruction.....	31
6.2	Work Day.....	32
6.3	Vacancies .....	32
6.4	Voluntary Transfer.....	33
6.5	Involuntary Transfer.....	33
6.6	Notification of Transfer .....	34
6.7	Right to Return.....	34
6.8	Employee Personnel File .....	34
6.9	Preparation Time .....	35

6.10	Individual Planning Time .....	35
6.11	Organizational Planning Time .....	35
6.12	Secondary Workday .....	36
6.13	Secondary Class Size .....	36
6.14	Clerical Aides .....	36
6.15	Elementary Workday .....	36
6.16	Bus Duty .....	37
6.17	Professional Observations .....	37
6.18	Class Coverage .....	37
6.19	Overload Pay.....	38
6.20	Duty Free Lunch.....	39
6.21	Distribution of the Agreement and Policies .....	39
6.22	Professional Liaison Committee .....	39
ARTICLE VII.....		39
MISCELLANEOUS PROVISIONS.....		39
7.0	Policing of the Contract.....	39
7.1	No Strike or Lockout.....	39
7.2	No Retaliation and Non-Educational Volunteer Work.....	39
7.3	Execution of Agreement .....	40
APPENDIX A .....		41
2025-2026 SALARY SCHEDULE .....		41
APPENDIX B .....		42
2026-2027 SALARY SCHEDULE .....		42
APPENDIX C .....		43
2027-2028 SALARY SCHEDULE .....		43
APPENDIX D .....		44
2028-2029 SALARY SCHEDULE .....		44
APPENDIX E.....		45
2029-2030 SALARY SCHEDULE .....		45
APPENDIX F.....		46
STEP MOVEMENT CHART .....		46
APPENDIX G.....		47
DEFINITIONS .....		47
APPENDIX H .....		48
SUPPLEMENTALS .....		48

## 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 – Human Resources

If the grievance is not resolved by the Level One response, the written grievance and answer may be referred to the Director of Human Resources within twenty (20) working days of receipt of the Level One response. The Director of Human Resources 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 – Superintendent

If the grievance is not resolved by the Level Two response, the written grievance and answer may be referred to the Superintendent within twenty (20) working days of receipt of the Level Two 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.

2.9 Level Four – Board

If the grievance is not resolved by the Level Three response, the written grievance and answer may be referred to the School Board within twenty (20) working days of receipt of the Level Three 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.

2.10 Level Five – Arbitration

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

#### 2.11 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.

#### 2.12 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.

#### 2.13 Miscellaneous

#### 2.14 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 Director of Human Resources directly and this will be considered Level One. A meeting shall be convened in order to attempt to remedy said grievance and the Director of Human Resources shall respond in writing to the grievance within twenty (20) working days following the completion of said meeting.

A grievance commenced at the Director of Human Resources level and not resolved at that level may be referred by the Association to the Superintendent by written notice within twenty (20) working days of the Level One response. The Superintendent shall answer the same in writing within twenty (20) working days.

A grievance not resolved at the Superintendent level may be referred by the Association to the Board by written notice within twenty (20) working days of the Superintendent's 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 2.10.

#### 2.15 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.

#### 2.16 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.

#### 2.17 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, 2025 through August 31, 2030.

ARTICLE IV  
WAGE AND SALARY PROVISIONS

4.0 Salaries

Refer to Appendix A for 2025-2026 salaries, Appendix B for 2026-2027 salaries, Appendix C for 2027-2028 salaries, Appendix D for 2028-2029 salaries and Appendix E for 2029-2030 salaries. Refer to Appendix F for explanation of salary movement.

**Salary Increases**  
(including increment)

2025-26	3.8%
2026-27	4.3%
2027-28	4.2%
2028-29	4.1%
2029-30	4.0%

For 2025-2026, salaries including step movement and horizontal movement will be retroactive to the first pay of the year. Bi-weekly pays will be adjusted and the lump sum payment will be made no later than sixty (60) days after ratification.

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 Bargaining Unit Member 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.

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

If the building score were to change the unsatisfactory rating to a satisfactory, the Bargaining Unit Member would move vertically on the salary schedule retroactive to the start of the school year.

#### 4.1 Horizontal Movement

Qualified employees shall be eligible to advance no more than one column per year (in September of each year). Refer to Appendix G for definitions of the columns on the salary schedule.

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

An official transcript must be submitted with an application by the Bargaining Unit Member. 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.

#### 4.2 Payroll System and Deductions

For the 2025-2026 school year, Bargaining Unit Members shall have their salary paid in accordance with their Plan A, B, or C as defined in the Collective Bargaining Agreement that expired on August 31, 2025.

Effective with the 2026-2027 school year, Bargaining Unit Members shall have their salary divided equally over 26 consecutive bi-weekly dates commencing with the first regular pay with the exception of any year that would include 27 bi-weekly dates.

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.

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

1. Professional Dues
2. United Fund Contributions and/or Downingtown 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 15th 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.

#### 4.3 Supplemental Contracts

Supplemental Contracts will be addressed by a joint committee that will begin negotiations no later than thirty (30) days following ratification of this agreement. Supplementals will remain in status quo until such time as the supplemental committee completes negotiations.

#### 4.4 Payment for Supplementals

Payment for Supplementals will be addressed by a joint committee that will begin negotiations no later than thirty (30) days following ratification of this agreement. Supplementals will remain in status quo until such time as the supplemental committee completes negotiations.

#### 4.5 Extra-Duty Pay

Extra-Duty Pay will be addressed by a joint committee that will begin negotiations no later than thirty (30) days following ratification of this agreement. Extra-Duty Pay will remain in status quo until such time as the supplemental committee completes negotiations.

#### 4.6 Summer School Work and Additional Activities

Summer School Work and Additional Activities will be addressed by a joint committee that will begin negotiations no later than thirty (30) days following ratification of this agreement. Summer School Work and Additional Activities will remain in status quo until such time as the supplemental committee completes negotiations.

#### 4.7 District and Building Leadership

District and Building Leadership will be addressed by a joint committee that will begin negotiations no later than thirty (30) days following ratification of this agreement. District and Building Leadership will remain in status quo until such time as the supplemental committee completes negotiations.

#### 4.8 District and Building Leadership Compensation

District and Building Leadership Compensation will be addressed by a joint committee that will begin negotiations no later than thirty (30) days following ratification of this agreement. District and Building Leadership Compensation will remain in status quo until such time as the supplemental committee completes negotiations.

#### 4.9 Mentors

Mentors will be addressed by a joint committee that will begin negotiations no later than thirty (30) days following ratification of this agreement. Mentors will remain in status quo until such time as the supplemental committee completes negotiations.

#### 4.10 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.

4.11 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.

4.12 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.

4.13 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.

ARTICLE V

OTHER EMPLOYEE BENEFITS

5.0 Health Insurance

For 2025-2026, the District shall offer two plan options for Bargaining Unit Members to elect healthcare coverage for medical, prescription, dental and vision insurance under the same plans, terms, and conditions offered under the prior agreement that expired on August 31, 2025. 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.

Beginning July 1, 2026, the District shall offer medical, prescription, dental, and vision insurance as follows:

## 5.1 Healthcare Plans

### Medical

The District shall offer the IBC Personal Choice C4-F4-O2 Plan to Bargaining Unit Members.

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 IBC Personal Choice C4-F4-O2 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 plan shall be the coverage provided through the Vision Benefits of America Plan for in-network services only.

## 5.2 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):

	<b>% of Premium</b>
2025-2026	13%
2026-2027	14%
2027-2028	14.25%
2028-2029	14.5%
2029-2030	14.75%

For the 2025-2026 school year, benefit deductions will continue to be divided equally over 20 pay periods as defined in the Collective Bargaining Agreement that expired on August 31, 2025.

Effective July 1, 2026, The contribution amounts will be deducted over twenty-four (24) pay periods. Contributions will be mandatorily deducted from the first two pays of each month.

## 5.3 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 90 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 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.

#### 5.4 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.

#### 5.5 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.

5.6 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.

5.7 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.

5.8 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.

#### 5.9 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.

#### 5.10 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.

Available sick time may be used for an approved Family Medical Leave Act Leave of Absence for the qualifying illness of an immediate family member as defined by the FMLA.

#### 5.11 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 August 1 and end July 31.

## 5.12 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 and cannot be grieved. 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 and cannot be grieved. 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.

## 5.13 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.

## 5.14 Parental Leave

Bargaining Unit Members, upon request at least 60 days prior to the anticipated date of delivery or date of adoption 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 a request for extension prior to the 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 notice to the District.

Bargaining Unit Members requesting parental leave must return to work at the beginning of a school semester.

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 through COBRA, if elected by the employee and if all insurance premiums are paid by the employee, in accordance with COBRA regulations.

5.15 Sabbatical

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.

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

For 2025-2026 and 2026-2027, two (2) personal days per year will be granted provided that notification in advance be made, where possible.

Beginning in 2027-2028, three (3) 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 10 percent (10%) of the Bargaining Unit Members in each building (rounded off to the next highest counting number) may take personal days immediately preceding or following each holiday or vacation except in an emergency.

Bargaining Unit Members may carry forward up to seven (7) personal days. Once accumulated, Bargaining Unit Members may elect to use no more than five (5) personal days in any one (1) year.

At the end of the school year, unused days beyond the seven (7) personal days carry over maximum will be saved for reimbursement at retirement. Reimbursement for unused personal days shall be paid at retirement as referenced in Section 5.22 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 Death of the Bargaining Unit Member

Upon the death of a member, the District shall make payment to the Bargaining Unit Member's beneficiary or estate 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 at a rate of \$45 per day.

5.21 Resignation Notice of the Bargaining Unit Member

Any Bargaining Unit Member who resigns shall give the District sixty (60) days written notice before the effective date of the resignation. Bargaining Unit Members complying with this requirement who resign and fulfill their 191 day contractual obligation shall continue to receive their group insurance benefits until August 31 of that year.

5.22 Retirement of the Bargaining Unit Member

Any Bargaining Unit Member who provides the District with at least sixty (60) days written notice before the effective date of the retirement and who fulfills their 191 contractual obligation shall continue to receive their group insurance benefits until August 31 of that year. The sixty (60) day notice does not apply to disability retirement.

Any Bargaining Unit Member who fails to give the required sixty (60) days written notice will forfeit all severance or retirement benefits provided in this section of this Agreement to which he/she would otherwise be entitled. 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.

Sick and Personal Day Reimbursement

In the event of the Bargaining Unit Member's retirement 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 at a rate of \$45 per day.

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.

#### Retiree Healthcare Coverage

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.

#### Retirement Notice Incentive

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).

#### 5.23 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.

## 5.24 Payment for Professional Credit

Within 60 days of ratification, the District agrees to pay all outstanding tuition reimbursement pre-approved and submitted for reimbursement prior to July 1, 2025.

The District shall pay seventy-five percent (75%) of the cost of each graduate credit that leads exclusively to a first Master's degree. Graduate credits that are part of a pre-approved, graduate degree program or certification program, other than the first Master's degree, as well as In-Service credits defined in Appendix G, shall be reimbursed at fifty percent (50%) of the cost of each graduate credit.

- The per credit reimbursement shall be limited to the Penn State University graduate rate at the time of reimbursement.
- An academic credit shall be defined as one (1) received from an accredited college or university.
- The Superintendent or designee will review and pre-approve any graduate coursework and will approve at his/her sole discretion the taking of such coursework for such approval or denial shall take into account the intellectual rigor of the course, its relevance to the improvement of the applicant's instructional skills in her/her present assignment, and the recommendation of other appropriate administrators. Each approval or disapproval shall be done on a case by case basis and no case will constitute a precedent or establish a practice requiring approval in any other case. Pre-approval does not guarantee tuition reimbursement.
- The Superintendent may waive this requirement at his/her discretion for coursework needed for District purposes.
- 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 as proof that the courses have been taken and paid for. Coursework must be submitted within thirty (30) days of the course end date. There will be no reimbursement for credits subsidized by another source.

- 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. Pre-approval does not guarantee tuition reimbursement.
- In the event that a Bargaining Unit Member separates from employment for any reason, other than for retirement pursuant to the superannuation retirement 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.
- The maximum amount of money the District shall be obligated to spend shall be capped at the following per fiscal year:
  - \$500,000 in 2025-2026
  - \$600,000 in 2026-2027
  - \$650,000 in 2027-2028
  - \$700,000 in 2028-2029
  - \$750,000 in 2029-2030

Outstanding reimbursements for pre-approved courses with a course end date prior to the ratification of this contract must be submitted for reimbursement no later than December 31, 2025.

For the 2025-2026 fiscal year (July to June), the District agrees to reimburse Bargaining Unit Members who were pre-approved and took classes that began prior to December 31, 2025, up to the \$500,000 maximum. For 2025-2026 only, reimbursements for courses that were pre-approved and began prior to December 31, 2025 that are over the \$500,000 maximum will be paid after July 1, 2026 and will be deducted from the 2026-2027 \$600,000 maximum.

Starting with the 2026-2027 fiscal year, reimbursement will be made up to the maximum shown in the chart above and subsequent reimbursement requests will be denied. There will be no wait list or carryover to future years.

## 5.25 Part-time Employees

Part-time professional and temporary professional Bargaining Unit Members will benefit from the provisions of this agreement on a pro rata basis, based on his or her full time equivalent (FTE).

The Part Time Bargaining Unit Member will pay a prorated percentage (based upon his or her FTE) of the total healthcare premiums.

## 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 maximum one hundred eighty (180) days of student instruction. Of the remaining 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) day as a virtual in-service day to complete mandatory trainings, as directed by Administration, by May 16, 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. Any Bargaining Unit member who fails to complete the professional development hours by May 16, will lose pay equivalent to one (1) day per diem.

Bargaining Unit Members may utilize flexibility at the beginning of the year by selecting any one date to work in the six (6) workday period immediately preceding the first date for all teachers to report. Bargaining Unit Members required to attend induction can only choose a date after induction as the flex day. In order to verify presence, a Bargaining Unit Members must log his/her attendance on their elected teacher workday in the Absence Management System, unless an administrator approves a Bargaining Unit Member's absence.

Newly hired Bargaining Unit Members needing to complete induction will work 194 days in accordance with section 4.0 of this agreement.

## 6.1 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.

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 on-line 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 10 or more students. For classes with less than ten (10) students, the compensation will be \$500 per student.

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

No more than two (2) courses may be combined into one section during the regular school day.

## 6.2 Work Day

The workday will be seven and one-half (7 ½) hours. For all District in-service workdays 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. Beginning in 2026-2027, these meetings will not exceed one (1) per week, three (3) per month. At least 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.

## 6.3 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.

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.

#### 6.4 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 apply for desired open positions.

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.

#### 6.5 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.

#### 6.6 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.

#### 6.7 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.

#### 6.8 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.

#### 6.9 Preparation Time

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

#### 6.10 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.

#### 6.11 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 at the discretion of Administration.

#### 6.12 Secondary Workday

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.

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.

The District Administration reserves the right to assign such Bargaining Unit Members duties during unassigned periods.

For Bargaining Unit Members who are assigned to more than one (1) building, the District agrees that they will not be assigned to teach more than thirty (30) traditional scheduled periods per 6-day cycle. Administration will make every effort to provide daily prep time even if the master schedule changes.

#### 6.13 Secondary Class Size

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

#### 6.14 Clerical Aides

The District will continue to employ instructional clerical support for Bargaining Unit Members through the provision of one (1) clerical aide at each school in the District.

#### 6.15 Elementary Workday

Elementary teachers will have a minimum of two hundred seventy (270) minutes of preparation time per six (6) day cycle 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. Elementary teachers will be granted an additional 25 minutes of block of time for preparation per cycle.

The elementary instructional day will not exceed six (6) hours.

Elementary teachers may assume responsibility 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.

#### 6.16 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.

#### 6.17 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.

#### 6.18 Class Coverage

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.

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

Bargaining Unit Members who are assigned to cover a class, in lieu of their daily preparation time, will be compensated forty-one dollars (\$41.00) per occurrence.

Bargaining Unit Members shall not cover classes during their duty-free lunch.

#### 6.19 Overload Pay

Bargaining Unit Members who volunteer to teach an additional section of students for more than 20 consecutive days, in lieu of their daily duty period, will be compensated at twenty percent (20%) of their yearly salary on a daily basis.

- Bargaining Unit Members who teach an additional section of students will complete a timecard on a bi-weekly basis memorializing the number of classes taught for the purposes of compensation.
- Bargaining Unit members who teach an additional class will be responsible to create the lesson plans for the class, as needed, teach new concepts to students, grade assignments that occur during the contracted period, and any other responsibilities usually performed by the regularly assigned teacher.
- Offers to teach an additional class will be made on a rotating basis so that all interested Bargaining Unit Members have an opportunity to teach an additional class period.
- Bargaining Unit Members teaching an additional section will not be formally observed for evaluative purposes during the additional section.
- Additional caseload (including, but not limited to School Counselors, Special Education, and Nurses) will be paid \$41 per day in lieu of their prep period.

6.20 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.

6.21 Distribution of the Agreement and Policies

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

6.22 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.

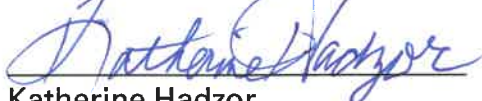
7.2 No Retaliation and Non-Educational Volunteer Work

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

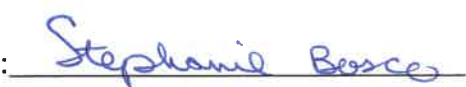
This Agreement is made and entered into at Downingtown, Pennsylvania on this 5<sup>th</sup> day of November 2025 by and between the Downingtown Board of Education and the Downingtown Area Education Association and so attested to by the signatures of the officers which appear below.

DOWNTOWNTOWN AREA  
EDUCATION ASSOCIATION

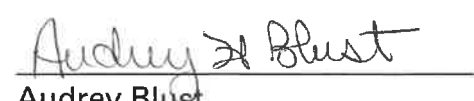
By:   
Katherine Hadzor,  
President

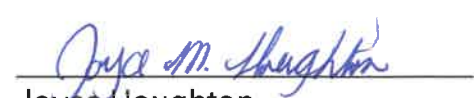
By:   
Michael Borkowski,  
Vice President

By:   
Sandra Falkner,  
Vice President

Attest:   
Stephanie Bosco,  
DAEA Secretary

DOWNTOWNTOWN AREA  
BOARD OF EDUCATION

By:   
Audrey Blust,  
President

By:   
Joyce Houghton,  
Vice President

Attest:   
Virginia Warihay,  
Board Secretary

## APPENDIX A

### 2025-2026 SALARY SCHEDULE

<b>Steps</b>	<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>	\$59,761	\$64,234	\$67,035	\$71,635	\$73,635	\$75,635	\$77,635	\$79,635
<b>2</b>	\$61,472	\$65,945	\$69,235	\$73,635	\$75,635	\$77,635	\$79,635	\$81,635
<b>3</b>	\$63,183	\$67,656	\$71,435	\$75,635	\$77,635	\$79,635	\$81,635	\$83,635
<b>4</b>	\$64,894	\$69,367	\$73,635	\$77,635	\$79,635	\$81,635	\$83,635	\$85,635
<b>5</b>	\$66,605	\$71,078	\$75,835	\$79,635	\$81,635	\$83,635	\$85,635	\$87,635
<b>6</b>	\$68,317	\$72,789	\$78,035	\$81,635	\$83,635	\$85,635	\$87,635	\$89,635
<b>7</b>	\$70,028	\$74,501	\$80,235	\$83,635	\$85,635	\$87,635	\$89,635	\$91,635
<b>8</b>	\$71,739	\$76,212	\$82,435	\$85,635	\$87,635	\$89,635	\$91,635	\$93,635
<b>9</b>	\$73,450	\$77,923	\$84,635	\$87,635	\$89,635	\$91,635	\$93,635	\$95,635
<b>10</b>	\$75,161	\$79,634	\$86,835	\$89,635	\$91,635	\$93,635	\$95,635	\$97,635
<b>11</b>	\$76,872	\$81,345	\$89,035	\$91,635	\$93,635	\$95,635	\$97,635	\$99,635
<b>12</b>	\$78,583	\$83,056	\$91,235	\$93,635	\$95,635	\$97,635	\$99,635	\$101,635
<b>13</b>	\$80,294	\$84,767	\$93,435	\$95,635	\$97,635	\$99,635	\$101,635	\$103,635
<b>14</b>	\$82,005	\$86,478	\$95,635	\$97,635	\$99,635	\$101,635	\$103,635	\$105,635

**APPENDIX B**

**2026-2027 SALARY SCHEDULE**

<b>Steps</b>	<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>	\$62,066	\$66,539	\$69,340	\$73,940	\$75,940	\$77,940	\$79,940	\$81,940
<b>2</b>	\$63,777	\$68,250	\$71,540	\$75,940	\$77,940	\$79,940	\$81,940	\$83,940
<b>3</b>	\$65,488	\$69,961	\$73,740	\$77,940	\$79,940	\$81,940	\$83,940	\$85,940
<b>4</b>	\$67,199	\$71,672	\$75,940	\$79,940	\$81,940	\$83,940	\$85,940	\$87,940
<b>5</b>	\$68,910	\$73,383	\$78,140	\$81,940	\$83,940	\$85,940	\$87,940	\$89,940
<b>6</b>	\$70,622	\$75,094	\$80,340	\$83,940	\$85,940	\$87,940	\$89,940	\$91,940
<b>7</b>	\$72,333	\$76,806	\$82,540	\$85,940	\$87,940	\$89,940	\$91,940	\$93,940
<b>8</b>	\$74,044	\$78,517	\$84,740	\$87,940	\$89,940	\$91,940	\$93,940	\$95,940
<b>9</b>	\$75,755	\$80,228	\$86,940	\$89,940	\$91,940	\$93,940	\$95,940	\$97,940
<b>10</b>	\$77,466	\$81,939	\$89,140	\$91,940	\$93,940	\$95,940	\$97,940	\$99,940
<b>11</b>	\$79,177	\$83,650	\$91,340	\$93,940	\$95,940	\$97,940	\$99,940	\$101,940
<b>12</b>	\$80,888	\$85,361	\$93,540	\$95,940	\$97,940	\$99,940	\$101,940	\$103,940
<b>13</b>	\$82,599	\$87,072	\$95,740	\$97,940	\$99,940	\$101,940	\$103,940	\$105,940
<b>14</b>	\$84,310	\$88,783	\$97,940	\$99,940	\$101,940	\$103,940	\$105,940	\$107,940

## APPENDIX C

### 2027-2028 SALARY SCHEDULE

<b>Steps</b>	<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>
1	\$64,523	\$68,996	\$71,797	\$76,397	\$78,397	\$80,397	\$82,397	\$84,397
2	\$66,234	\$70,707	\$73,997	\$78,397	\$80,397	\$82,397	\$84,397	\$86,397
3	\$67,945	\$72,418	\$76,197	\$80,397	\$82,397	\$84,397	\$86,397	\$88,397
4	\$69,656	\$74,129	\$78,397	\$82,397	\$84,397	\$86,397	\$88,397	\$90,397
5	\$71,367	\$75,840	\$80,597	\$84,397	\$86,397	\$88,397	\$90,397	\$92,397
6	\$73,079	\$77,551	\$82,797	\$86,397	\$88,397	\$90,397	\$92,397	\$94,397
7	\$74,790	\$79,263	\$84,997	\$88,397	\$90,397	\$92,397	\$94,397	\$96,397
8	\$76,501	\$80,974	\$87,197	\$90,397	\$92,397	\$94,397	\$96,397	\$98,397
9	\$78,212	\$82,685	\$89,397	\$92,397	\$94,397	\$96,397	\$98,397	\$100,397
10	\$79,923	\$84,396	\$91,597	\$94,397	\$96,397	\$98,397	\$100,397	\$102,397
11	\$81,634	\$86,107	\$93,797	\$96,397	\$98,397	\$100,397	\$102,397	\$104,397
12	\$83,345	\$87,818	\$95,997	\$98,397	\$100,397	\$102,397	\$104,397	\$106,397
13	\$85,056	\$89,529	\$98,197	\$100,397	\$102,397	\$104,397	\$106,397	\$108,397
14	\$86,767	\$91,240	\$100,397	\$102,397	\$104,397	\$106,397	\$108,397	\$110,397

**APPENDIX D**

**2028-2029 SALARY SCHEDULE**

<b>Steps</b>	<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>	\$67,198	\$71,671	\$74,472	\$79,072	\$81,072	\$83,072	\$85,072	\$87,072
<b>2</b>	\$68,909	\$73,382	\$76,672	\$81,072	\$83,072	\$85,072	\$87,072	\$89,072
<b>3</b>	\$70,620	\$75,093	\$78,872	\$83,072	\$85,072	\$87,072	\$89,072	\$91,072
<b>4</b>	\$72,331	\$76,804	\$81,072	\$85,072	\$87,072	\$89,072	\$91,072	\$93,072
<b>5</b>	\$74,042	\$78,515	\$83,272	\$87,072	\$89,072	\$91,072	\$93,072	\$95,072
<b>6</b>	\$75,754	\$80,226	\$85,472	\$89,072	\$91,072	\$93,072	\$95,072	\$97,072
<b>7</b>	\$77,465	\$81,938	\$87,672	\$91,072	\$93,072	\$95,072	\$97,072	\$99,072
<b>8</b>	\$79,176	\$83,649	\$89,872	\$93,072	\$95,072	\$97,072	\$99,072	\$101,072
<b>9</b>	\$80,887	\$85,360	\$92,072	\$95,072	\$97,072	\$99,072	\$101,072	\$103,072
<b>10</b>	\$82,598	\$87,071	\$94,272	\$97,072	\$99,072	\$101,072	\$103,072	\$105,072
<b>11</b>	\$84,309	\$88,782	\$96,472	\$99,072	\$101,072	\$103,072	\$105,072	\$107,072
<b>12</b>	\$86,020	\$90,493	\$98,672	\$101,072	\$103,072	\$105,072	\$107,072	\$109,072
<b>13</b>	\$87,731	\$92,204	\$100,872	\$103,072	\$105,072	\$107,072	\$109,072	\$111,072
<b>14</b>	\$89,442	\$93,915	\$103,072	\$105,072	\$107,072	\$109,072	\$111,072	\$113,072

## APPENDIX E

### 2029-2030 SALARY SCHEDULE

<b>Steps</b>	<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>
1	\$70,113	\$74,586	\$77,387	\$81,987	\$83,987	\$85,987	\$87,987	\$89,987
2	\$71,824	\$76,297	\$79,587	\$83,987	\$85,987	\$87,987	\$89,987	\$91,987
3	\$73,535	\$78,008	\$81,787	\$85,987	\$87,987	\$89,987	\$91,987	\$93,987
4	\$75,246	\$79,719	\$83,987	\$87,987	\$89,987	\$91,987	\$93,987	\$95,987
5	\$76,957	\$81,430	\$86,187	\$89,987	\$91,987	\$93,987	\$95,987	\$97,987
6	\$78,669	\$83,141	\$88,387	\$91,987	\$93,987	\$95,987	\$97,987	\$99,987
7	\$80,380	\$84,853	\$90,587	\$93,987	\$95,987	\$97,987	\$99,987	\$101,987
8	\$82,091	\$86,564	\$92,787	\$95,987	\$97,987	\$99,987	\$101,987	\$103,987
9	\$83,802	\$88,275	\$94,987	\$97,987	\$99,987	\$101,987	\$103,987	\$105,987
10	\$85,513	\$89,986	\$97,187	\$99,987	\$101,987	\$103,987	\$105,987	\$107,987
11	\$87,224	\$91,697	\$99,387	\$101,987	\$103,987	\$105,987	\$107,987	\$109,987
12	\$88,935	\$93,408	\$101,587	\$103,987	\$105,987	\$107,987	\$109,987	\$111,987
13	\$90,646	\$95,119	\$103,787	\$105,987	\$107,987	\$109,987	\$111,987	\$113,987
14	\$92,357	\$96,830	\$105,987	\$107,987	\$109,987	\$111,987	\$113,987	\$115,987

**APPENDIX F**  
**STEP MOVEMENT CHART**

24-25	25-26	26-27	27-28	28-29	29-30
					1
				1	2
			1	2	3
		1	2	3	4
	1	2	3	4	5
1	2	3	4	5	6
2	3	4	5	6	7
3	4	5	6	7	8
4	5	6	7	8	9
5	6	7	8	9	10
6	7	8	9	10	11
7	8	9	10	11	12
8	9	10	11	12	13
9	10	11	12	13	14
10	11	12	13	14	14
11	12	13	14	14	14
12	13	14	14	14	14
13	14	14	14	14	14
14	14	14	14	14	14

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

## **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**  
**SUPPLEMENTALS**

This Appendix will be addressed by a joint committee that will begin negotiations no later than thirty (30) days following ratification of this agreement. This appendix will remain in status quo until such time as the supplemental committee completes negotiations.

**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).

#### 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.

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 (during out of school hours) Required training (during out of school hours) for: <ul style="list-style-type: none"> <li>• PLTW</li> <li>• IB</li> <li>• AP</li> </ul>

		• Dual Enrollment
Level V	\$20	Workshop participation (during out of 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.

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.

### 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.

### 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.

### Mentors

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

## 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
<b><u>Middle School Non-Athletics</u></b>	<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

<b><u>Sixth Grade Center Non-Athletics</u></b>	<b><u>No. of Points</u></b>
Band Director	100
Chorus	100
Strings Orchestra	70

<b><u>Elementary Strings:</u></b>	<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

<b><u>Elementary Band:</u></b>	<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

<b><u>Elementary Chorus:</u></b>	<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

<b><u>High School Head Coaches</u></b>	<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

<b><u>High School Assistant Coaches</u></b>	<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**

<b><u>Head Coaches</u></b>	<b><u>No. of Points</u></b>
----------------------------	-----------------------------

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**

<b><u>Assistant Coaches</u></b>	<b><u>No. of Points</u></b>
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**

<b><u>Middle School Head Coaches</u></b>	<b><u>No. of Points</u></b>
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**

<b><u>Middle School Assistant Coaches</u></b>	<b><u>No. of Points</u></b>
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

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;

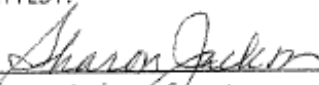
NOW, THEREFORE, and in consideration of the mutual covenants contained herein, the parties, intending to be legally bound hereby, agree as follows:

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.

DOWNTOWNTOWN AREA SCHOOL  
DISTRICT BOARD OF DIRECTORS

BY:   
Craig Krusen, President

DATE: 3 June 20

ATTEST:  
  
Sharon Jackson, Secretary

DATE: 6/4/20

DOWNTOWNTOWN 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 (the "MOU") is made by and between Downingtown Area School District ("School District") and the Downingtown Area Education Association, PSEA-NEA ("Association") (collectively the "Parties").

WHEREAS, the School District and the Association are parties to a collective bargaining agreement ("the CBA") beginning on September 1, 2025 through August 31, 2030; and

WHEREAS, the School District and Association acknowledge the need to take advantage of programs that will reduce healthcare costs; and

WHEREAS, the School District can reduce costs through an agreement with Prudent Rx, a CVS CareMark partner (the "Prudential Rx Program"), and

WHEREAS, after discussions between the parties, the parties hereto would like to agree to certain terms and conditions regarding specialty drugs in accordance with this MOU.

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

1. Article V, sections 5.1 of the CBA shall be amended as follows:

Notwithstanding anything herein to the contrary, the following terms and conditions shall apply with regard to specialty medications:

1. Bargaining Unit Members who receive specialty drugs must enroll in the Prudential Rx Program in accordance with the requirements established by the District and/or Prudent Rx.
2. The \$100 specialty drug copays provisions contained in section 5.1 of the CBA shall be deleted and replaced with a thirty percent (30%) coinsurance requirement in each section for payment by the Bargaining Unit Member, spouse or dependent as applicable; provided, however, that: (a) the aforesaid coinsurance shall be waived for the Prudential Rx Program enrolled Bargaining Unit Member, spouse and dependent; and (b) the copay coupon dollars offered by drug companies will be provided and credited to the District.
3. A failure to enroll in the Prudential Rx Program shall result in the Bargaining Unit Member, spouse or dependent having to pay for the thirty percent (30%) coinsurance and any other costs so that the costs and benefits to the District are no higher than had enrollment been fulfilled under the PrudentRx Program.
4. In the event that the specialty medication program does not provide the savings expected or the Prudential Rx Program is discontinued by the provider(s), then this MOU shall terminate upon written notice by the District to the Association thirty (30) days prior to the MOU terminating.

At the time of termination, the thirty percent (30%) coinsurance shall immediately cease and the copayment shall revert back to the \$100 specialty drug copay provision found in CBA sections 5.1 as written prior to the execution of this MOU.

2. Unless and until terminated as set forth in paragraph 4, the terms and conditions of this MOU shall be deemed to be incorporated into the CBA and enforceable through the grievance and arbitration provisions of the CBA.
3. All other terms of the CBA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals on the dates stated:

DOWNINGTOWN AREA SCHOOL DISTRICT

DOWNINGTOWN AREA EDUCATION ASSOCIATION, PSEA-NEA

By: *Anthony S. Blunt*

By: *Antoine J. Legler*

Date: *11/5/25*

Date: *11/12/25*