

AGREEMENT
BETWEEN THE
QUAKERTOWN COMMUNITY SCHOOL DISTRICT
AND THE
QUAKERTOWN COMMUNITY EDUCATION ASSOCIATION
July 1, 2021 - June 30, 2024

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PREAMBLE

This Agreement entered into this eleventh day of February 2021 by and between the Board of Education of the School District of Quakertown, Pennsylvania, hereinafter called the "Board," and the Quakertown Community Education Association, hereinafter called the "Association."

WITNESSETH:

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

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

EMPLOYER AUTHORITY

Except as limited by the specific and expressed terms of this Agreement, the District reserves and retains the sole and exclusive right for proper management of the school system including, but not limited to, determining and administering school policy, operating and managing the schools, directing the employees, scheduling the work, assigning the work, and determining all matters of inherent managerial policy including, but not limited to, such areas of discretion or policies as the functions and programs of the District, standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel. The District further expressly reserves any and all rights and duties imposed upon it by the school code or any of the laws of the Commonwealth of Pennsylvania.

ARTICLE I - RECOGNITION

A. Unit

The Quakertown Community School Board, hereinafter referred to as the "Board," recognizes the Quakertown Community Education Association--PSEA, hereinafter referred to as the "Association," as the exclusive and sole collective bargaining representative for the teachers, psychologists, guidance counselors, nurses, nurse assistants and librarians employed by the Board, part-time employees and long-term substitutes employed by the Board in excess of ninety (90) consecutive working days, such employees having been determined by the Pennsylvania Labor Relations Board to comprise an appropriate bargaining unit under the Public Employee Relations Act (Act 195).

B. No Strike - No Lockout Provision

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employment Bargaining Law, Act 195. As the conditions of the various provisions of this Agreement to which the parties have agreed, the Bargaining Agent pledges that members of the Bargaining Unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

ARTICLE II - NEGOTIATIONS OF A SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective bargaining over a successor agreement no later than January 10, 2024. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is hereby defined as: A claim by a member or members of the bargaining unit alleging that there has been a misapplication regarding the meaning, interpretation, or application of any provision in this Agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

3. School Work Days

"School Work Days" shall be defined as days during which the District Administration offices are open.

B. Purpose

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

79
80 **C. Procedure**

81
82 Time Limits

83
84 Since it is important that grievances be processed as rapidly as possible, the number of days
85 indicated at each level should be considered as a maximum and every effort should be made to expedite
86 the process. The time limits specified may, however, be extended by mutual agreement. Days referred
87 to in the grievance procedure shall mean school work days.
88

89 Year End Grievance

90
91 In the event a grievance is filed at such time that it cannot be processed through all the steps in this
92 grievance procedure by the end of the school year and, if left unresolved until the beginning of the
93 following school year, could result in irreparable harm to a grievant or grievors, the time limits set forth
94 herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school
95 year or as soon thereafter as is practicable by mutual agreement.
96

97 **3. Step I**

98
99 Person or persons initiating the grievance shall present the grievance, in writing and on a form
100 provided by the employer, to the appropriate building principal within twenty (20) days after its
101 occurrence. It is anticipated by the parties that every reasonable effort will be made to resolve the
102 grievance through discussion, before it is reduced to writing.
103

104 The building principal shall reply to the grievance within five (5) days after initial presentation of the
105 grievance.
106

107 Grievances not appealed to Step II within five (5) days of receipt of Step I answer shall be deemed
108 settled.
109

110 **4. Step II**

111
112 If the action in Step I above fails to resolve the grievance to the satisfaction of the affected party or
113 parties, the grievance shall be referred to the Director of Human Resources. The Director of Human
114 Resources shall reply to the grievance within five (5) days after receipt of the grievance in Step II.
115

116 Grievances not appealed to Step III within five (5) days of receipt of Step II answer shall be deemed
117 settled.
118

119 **5. Step III**

120
121 If the action in Step II above fails to resolve the grievance to the satisfaction of the affected party or
122 parties, the grievance shall be referred to the Superintendent. The Superintendent shall reply to the
123 grievance within five (5) days after receipt of the grievance in Step III.
124

125 **6. Step IV**

126
127 If the action in Step III above fails to resolve the grievance to the satisfaction of the affected party
128 or parties, the grievance shall be referred to the Board of School Directors. The Board of School Directors
129 shall reply to the grievance within fifteen (15) days after receipt of the grievance in Step IV. In all
130 instances, the aggrieved person shall appear before the Board of School Directors.
131

132 Grievances not appealed to Step IV within five (5) days of receipt of Step III answer shall be deemed
133 settled.
134

7. Step V

If the action in Step IV above fails to resolve the grievance to the satisfaction of the affected party or parties, Association or the District, the Association or District may elect to refer the grievance to arbitration. Such action must be taken within fifteen (15) days after receipt of the Step IV answer.

If the grievance fails to meet the criteria of Section 903 of Act 195, which limits arbitrable grievance to items in the collective bargaining agreement, the decision of the Board of School Directors in Step IV shall be final.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Group Grievance

The Association may file a group grievance and, in such an event, it will commence at Step III.

2. Grievance Form

The grievance form is available electronically.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

4. Non-Forfeiture Clause

Failure to process a contractual violation by any member of the bargaining unit shall not constitute an acceptance of any conditions or practices under this Agreement and shall not waive any future rights to grieve any item.

ARTICLE IV - RIGHTS OF PROFESSIONAL EMPLOYEES

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict any professional employee such rights as he may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations which govern the collective bargaining relationship between the parties to this Agreement.

B. Just Cause

No professional employee covered by the terms of this Agreement shall be reprimanded in writing or be subjected to disciplinary action, such as a dismissal, suspension, or a reduction in rank or compensation without just cause. Disciplinary action imposed on professional employees shall be uniformly applied in similar circumstances.

192
193 **C. Required Meetings or Representation During Disciplinary Proceedings**
194

195 Whenever a professional employee covered by the terms of the Agreement is required to appear before
196 the School Board or any of its agents where the purpose of such appearance is disciplinary action as set forth
197 in B above, such professional employee shall be entitled to written notice of the reasons for such appearance
198 and shall be entitled to have PSEA representation. All information forming the basis for the disciplinary action
199 will be made available 24 hours in advance of any appearance before the Board requested by the professional
200 employee or employees to the professional employee and/or employees. If wages have been withheld as a
201 result of such charges, such professional employee shall receive the difference between any wages lost and
202 any monies received upon exoneration from or withdrawal of such charges by the complaining party.
203

204 **D. Non-Discrimination**
205

206 The Board and the Association agree that they will not discriminate against any professional employee
207 covered by this Agreement on account of race, color, religion, sex, national origin, age, marital status, or the
208 presence of non-job-related medical conditions or handicaps.
209

210 **E. Personnel File**
211

- 212 1. The only official file for purposes of any action against any employee shall be in the District's central
213 office.
214
- 215 2. No material derogatory to a bargaining unit employee's conduct, service, character, or personality shall
216 be placed in the official employee file unless the professional employee has had an opportunity to
217 acknowledge she/he has read such material by signing or initialing the actual copy to be filed, the
218 meaning of such signature on the file card being specifically limited to signify that the employee has
219 read the material to be filed. Such initialing or signature does not indicate agreement with its content.
220 Records pertaining to grievance procedures shall not be maintained in personnel files.
221
- 222 3. The employee shall have the right to answer any material filed in his or her official file, and the
223 employee's answers shall be attached to the file copy.
224
- 225 4. Upon receipt by the employee, permission to examine the individual personnel file shall be granted at
226 reasonable times.
227
- 228 5. The employee shall be permitted to make copies on the premises of any material in her or his official
229 file at the employee's expense.
230
231

232 **ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES**
233

234 **A. Released Time for Association Business**
235

236 A total of nine (9) teacher work days for Association business shall be granted at regular pay with no loss
237 of sick leave, personal leave, or privileges. Said days shall be taken as entire days. During each school year
238 during the term of this Agreement, in the event the Association has exhausted the foregoing work days for
239 Association business, it may receive up to three (3) additional days for the purpose of attending the Association
240 convention.
241

242 No more than 10% of the professional staff in elementary buildings, 7% of the professional staff in
243 secondary buildings, and no more than one (1) employee where there are less than ten (10) employees may
244 be absent on any one day. This limitation shall not apply to the President, Vice President, and Grievance
245 Chairperson of the Association. The Association must notify the principal two (2) weeks in advance of such
246 leave.
247

If the Administration determines that a substitute(s) is required, the Association will reimburse the school district for the cost of the substitute(s).

The Association President will be granted release time for Association business. Release time shall be a reduction of an average of a 45 minute teaching period in the secondary level and an equivalent amount of time on the elementary level.

B. Meet and Discuss

1. Meet and Discuss meetings will be held in accordance with mutually-acceptable procedures to be established by the parties. At least one member of the Board of School Directors will attend Meet and Discuss meetings.
2. When an issue is raised in Meet and Discuss that requires a response, the Superintendent or the Association President will provide a response within a reasonable period of time.

C. Use of Facilities

1. The Association shall have the right to the use of bulletin board space, to be determined by the building principal in a designated area of each building, and shall have the right to the use of school buildings for the purpose of Association business, including meetings when said buildings are not in use, upon advance approval of the Board. The Association shall have the right to use the interschool mail, school mailboxes, and, with the approval of the principal or his or her designee, the public address system. The Association may be granted permission by the Board to use school equipment, provided the Association reimburses the Board for any materials or supplies used or equipment damaged as a result of such use.
2. The District shall establish for the Association's sole use, an email distribution list of QCEA members, by building, on the network. The QCEA secretary will maintain the list. No District employees except members of the QCEA bargaining unit will be permitted to have access to this distribution list.

D. Association Rights to Information

The Board agrees to furnish to the Association, within a reasonable period of time, information essential to the Association in collective bargaining. The Board also agrees to furnish, in a timely manner, information which is necessary for the Association to process grievances. The Board agrees to furnish the Association with a copy of the official policy and regulations book and addenda. It shall be the responsibility of the Association to insure that the book is kept up to date. The Board will send to the Association President, each month, a copy of the Board agenda and the official minutes of the Board meeting.

ARTICLE VI - TERMS AND CONDITIONS OF EMPLOYMENT

A. Work Week/Work Year for Professional Employees

1. Except as otherwise provided below for newly hired teachers, the yearly term of employment for all bargaining unit members shall be 196 days.

Newly hired employees will work 206 days in their first year of contracted employment, 201 days in their second year of contracted employment and 201 days in their third year of contracted employment, except as provided in the paragraph below.

The purpose of the additional days for new teachers is to participate in the District's New Teacher Induction program, which requires ten extra days for Year 1, five extra days for Year 2, and five extra days for Year 3. If a newly contracted teacher has already completed the District Year 1 program during a previous term of employment, he or she will be obligated for five additional days in his/her first contracted year to complete the Year 2 program and for five additional days in his/her second

contracted year to complete the Year 3 program, and will thereafter work the number of days specified for all members of the bargaining unit. If a newly contracted teacher has already completed the District Year 1 and Year 2 programs during previous terms of employment, he/she will be obligated for five additional days in his/her first contracted year to complete the Year 3 program, and will thereafter work the number of days specified for all members of the bargaining unit. If a newly contracted teacher has already completed the District Year 1, Year 2, and Year 3 programs during previous terms of employment, he/she will work the number of days specified for all members of the bargaining unit.

2. The present number of hours of the work week shall continue as presently in effect except for emergencies, energy conservation, or for reasons mandated by the state or federal government.
3. The Board will not schedule employees in the bargaining unit to work earlier than 10 work days before Labor Day except for newly hired employees in the first year of employment who may be scheduled up to 15 work days prior to Labor Day. This shall not preclude professional employees from volunteering to participate in, or assist in the delivery of, professional development programs scheduled prior to those dates. The Monday after Thanksgiving will not be a scheduled workday for employees in the bargaining unit.

B. Utilization of Days

1. Instructional Days

There will be 181 instructional days, with additional days designated as inclement weather make-up days. Should instructional time be lost due to inclement weather or emergency days, these inclement weather make-up days will be used to complete a 180-day instructional calendar. In addition, if more instructional days than the inclement weather make-up days designated in the calendar are lost to inclement weather or emergency, additional days necessary to meet PDE requirements without loss of subsidy will be added to the calendar, and will be required work days for all bargaining unit employees.

2. Non-instructional Days

The remaining fifteen days are non-instructional days. Four of those non-instructional days will be curriculum days planned by the administration and identified as such in the calendar. Attendance on the curriculum days will be mandatory. Two of these non-instructional days will be conference days and attendance at scheduled conference times will be mandatory. The remaining non-instructional days will be reflected in the calendar but physical attendance at work on those days is not required and time will not be tracked. All employees are expected to meet all professional responsibilities as referenced below.

3. The District and the Association recognize that teaching is a profession, and as such, have a joint commitment to achieving the District mission and goals and have a joint desire to encourage, expect, and hold accountable all bargaining unit members to successfully fulfill their professional responsibilities as public school educators and to achieve the outcomes described in the QCSD Evaluation Rubric as "Proficient" or "Distinguished."
4. It is also understood that additional time beyond that provided in the parties' current Agreement and in Board Policy #432 will be required of the members of the bargaining unit in order to fulfill their professional obligations and to meet the level of "Proficient" as described in the QCSD Evaluation Rubric.
5. Specific professional responsibilities for which all employees are accountable include, but are not limited to: attendance at required building/faculty and/or department meetings per current practice; attendance at building-scheduled parent conferences; professional development sufficient for the employee to achieve all required outcomes, implement District initiatives, and to grow professionally; participation in collaboration; participation in building events; parent communication and assessment reporting; providing remediation for students; professional involvement with students in activities or identified building duties or needs; and completion of District goals. This list is intended to provide a broad description of professional responsibilities. Professional responsibilities will be specifically defined through a collaborative process, as described in Section 6 below. Additional guidance on the

nature of and expectations regarding professional responsibilities is listed in the Joint Commitment Statement, incorporated herein by reference.

6. At least annually, building administrators and teachers in each building will meet and discuss suggestions and recommendations for building activities and events, evaluating each recommendation based on contribution to the school community and student learning, taking into consideration staffing levels and time responsibilities for each activity or event. While the number and types of activities and events is expected to vary by building and by level, it is the intention to maintain a reasonable degree of equity between buildings at the same level. Staff members will have flexibility in determining how to meet the expectations under this section, provided that events and activities must have adequate staffing. Staff members will be held accountable through the evaluation rubric, Component 4f. Acceptable evidence for this component may also include other activities, such as filling athletic and activity advisor roles.

7. Supervision of student arrival and dismissal is part of professional responsibilities, provided that additional time required beyond the times listed in Board Policy 432 is limited to 150 minutes per year. At the secondary level, this additional time is limited to no more than 15 minutes per day. At the elementary level this additional time is limited to no more than 20 minutes per day. Additional time beyond the limits specified in this section will be compensated.

8. Additional Time

Should additional time be required by Administration beyond the contracted work year, the affected staff will receive compensatory time.

9. Mandated Days

In the event additional instructional days are mandated by law, such days shall be taken from the non-instructional days.

C. Vacancies, Promotions, and Transfers

1. A vacancy is defined as a professional or temporary professional position which is newly created or which is open due to resignation, retirement, death, or the permanent transfer of an employee to another position.
2. First consideration for filling all vacant positions should be given to qualified teachers presently employed in the Quakertown Community School District.
3. The notification of all professional vacancies shall be posted throughout the District with a copy sent to the Association President. The notification shall include the building location, subject area, and grade level if known at the time of posting. A professional vacancy may be filled temporarily in the case of emergency, but no such vacancy shall be permanently filled until notice of such vacancy has been posted for seven (7) calendar days.
4. In the event a staff member from within is equally qualified to an outside applicant for any vacancy, the qualified staff member from within will be given first consideration for filling the vacancy. If two or more staff members apply to fill the vacancy and are equally qualified, when compared to the most qualified outside applicant, the more senior and equally qualified staff member shall be given first consideration for the vacancy. The District shall determine the qualifications which an applicant must possess to fill a vacancy and shall state such qualifications at the time the notice of vacancy is posted. Said qualifications shall include but not be limited to: (1) certification; (2) academic achievement; (3) coursework emphasis; (4) professional or other job-related experiences relevant to the vacancy; and (5) performance during interviews for the vacant position. Postings shall list the qualifications for the vacant position established by the District.

- 418 5. The decision for filling the professional vacancy rests with the District, and all applicants for the
419 professional vacancy from the bargaining unit will be notified of the action of the Board of School
420 Directors. However, the parties agree that any dispute concerning the relative qualifications of
421 applicants to fill vacancies is subject to the grievance and arbitration procedure.
422
- 423 6. Members of the bargaining unit may request transfers to other departments, buildings, or assignments.
424 Transfer requests shall set forth the reasons for the requested transfer: the school, grade, or position
425 sought, and the applicant's professional qualifications as the same relate to the posting issued by the
426 District. Employees requesting a transfer pursuant to this section shall receive notification of all
427 appropriate vacancies during the summer. However, transfer requests will not be considered
428 applications for vacancies, and all transfer requests will expire on the first day of the new school year.
429
- 430 7. Involuntary transfers are non-consensual changes in an employee's work assignment. Save for
431 paragraph 8 herein, the Superintendent shall have the right to make involuntary transfers for non-
432 arbitrary and non-capricious reasons.
433
- 434 8. In the event of a District reorganization or school building closing which necessitates teacher transfers,
435 the District will first seek and consider volunteers to accomplish such transfers. If additional transfers
436 are necessary, then the District agrees to transfer employees according to the following procedure:
437
- 438 a. The district will post a list of positions which remain vacant. An employee who will be affected
439 by an involuntary transfer will indicate two (2) preferences within his/her area(s) of certification
440 (for vacancies posted on the list). The District will have the right to transfer each employee to
441 any of the two preferences indicated by the employee. No employee will have the right to bump
442 into a position which is currently filled by another employee who is not affected by the
443 reorganization or building closing.
444
- 445 b. If the District is unable to accomplish the transfers according to employee preferences, then the
446 least senior employee will be transferred outside his/her preference.
447
- 448 c. Exceptions to the strict application of this procedure may be made by the Superintendent where
449 necessary for the good of the educational process, provided that such exceptions are not
450 arbitrary or capricious.
451
- 452 9. If positions affected by involuntary transfer are currently filled by professional employees, said
453 employees will be notified of the forthcoming transfer immediately so that they may apply for preferred
454 positions. The written notice will include the reason for transfer.
455
- 456 10. In unusual circumstances (by way of example, a building closing), the District and QCEA will meet and
457 discuss the method/reasoning for transferring staff and will memorialize in a Letter of Agreement.
458

459 **D. Hazardous Conditions**
460

- 461 1. Teachers shall be requested to report in writing immediately to their administrator any unsafe or
462 hazardous conditions in their building of which they are aware.
463
- 464 2. The administrator shall respond in writing within ten (10) school work days. A copy of the complaint
465 and the response shall be forwarded to the Association President.
466
- 467 3. In case of failure to respond or, if the response is unsatisfactory, the Association has the right to request
468 a Meet and Discuss meeting within ten (10) school work days of the date an administrator's response
469 was due.
470
- 471 4. If the problem remains unresolved following Meet and Discuss, the parties may refer the matter to the
472 appropriate federal or state agency responsible for enforcing laws respecting safety and health.
473

E. Reimbursement for Travel Expenses

Upon advance approval of the immediate supervisor, any employee required to conduct District business shall be reimbursed for travel expenses for the required use of a personal vehicle and shall be reimbursed for all other reasonable expenditures made necessary by the nature of said business, supported by receipts of payments for such expenditures. Each July 1, the rate of mileage reimbursement shall be the minimum amount permitted by the Internal Revenue Service for mileage expense deductions as of the preceding January 1.

F. Notification of Assignments

The Board shall provide each employee whose assignment has been changed with written notification of the following years' tentative assignment including grade, subject, and building by the last school day preceding said year. In the event of emergencies, such as leaves, illnesses or death, retirement or resignation, or other emergencies beyond the control of the administration, reassignment may be made as needed and the affected employee shall be notified in writing as soon as possible of such change.

G. Seniority

1. The seniority of a professional employee is determined by the length of his/her service in the Quakertown Community School District, computed in years and partial years from the first day of his/her latest period of continuous employment. Partial years will be computed on the basis of the number of days worked in paid status divided by the number of work days in that school year (e.g., $190/199 = .955$ years).

All non-tenured employees in a certification area are listed before any tenured employee. This means that once an employee receives tenure, his/her position on the list may change.

2. Part-time employees will accrue seniority prorated on the basis of number of hours and days worked (e.g., an employee working 4 days per week would accrue $4/5$ of a year).
3. A professional employee shall lose his/her seniority rights if the professional employee resigns or is discharged in accordance with the School Code, except as provided in Section 5 (a) herein.
4. Seniority will continue to occur during periods of layoff and all leaves of absence: including, but not limited to childrearing leave, sick leave, personal leave, sabbatical leave, military leave, teacher exchange leave, and professional study leave.
5. In the event that two or more employees have the same amount of service in years and partial years, then the tie shall be broken in the following manner:
 - a. An employee who had previous professional service in the Quakertown Community School District prior to his/her latest period of continuous service will be deemed to have greater seniority;
 - b. If a tie still exists, then the tie will be broken by using the last three digits of the employees' social security numbers. The person with the lower number (for example, 136 as compared to 231) has the greater seniority.
6. The District will post a seniority list electronically or on the faculty bulletin board in each building during the first week of November each year. The seniority list will include the name of each bargaining unit member, their seniority in years and partial years, and their current area(s) of certification. Employees objecting to their seniority listing will have until November 30 of each year to file a written objection to their listing with the Personnel Office. After November 30, the seniority list will be final and binding for that school year. Objections to the seniority listing will be resolved in accordance with the Grievance Procedure in Article III, beginning at Step II.

H. Rights of Furloughed Employees

Furloughed teachers of Quakertown Community School District shall be placed on a preferential substitute list making available to them all substitution opportunities that occur in the District, provided such furloughed employees are certificated and qualified to fill the vacancy or vacancies involved.

I. Reduction in Force

1. Any reduction in the number of present staff members shall be accomplished by attrition if appropriate certifications are available within the District.
2. In the event it becomes necessary to reduce the number of present staff members by layoff, untenured employees shall be laid off first in inverse order of seniority.
3. In the event the District is unable to sufficiently reduce the present staff by attrition or layoff of untenured employees, tenured employees will be laid off in inverse order of seniority.
4. In the event of a layoff, the District shall use checker-board realignment to insure that more senior employees are provided with the opportunity to fill positions for which they are certificated and which are being filled by less senior employees. The District shall not be required to use checkerboard realignment where, in the opinion of the Superintendent, such realignment is educationally unsound, provided that the decision of the Superintendent is not arbitrary or capricious.

A tenured employee is entitled to cross-bump (realign) into a second area of certification if such employee has satisfactorily taught the second area of certification for at least two (2) years within the District or after notice if such employee takes six credits in the secondary area of certification prior to the commencement of the subsequent school year.

5. Suspended employees shall be reinstated on the basis of their seniority within the school entity. No new appointment shall be made while there is a suspended professional employee available who is properly certificated to fill such vacancy. For the purpose of this subsection, positions from which professional employees are on approved leave of absence shall be considered temporary vacancies.

To be considered available, a suspended professional employee must annually report to the District his/her intent to accept the same or similar position when offered.

An employee offered reinstatement to a temporary or part-time vacancy may decline such offer and remain on the eligibility list for reinstatement to a permanent position. An employee who declines an offer of reinstatement to a permanent position for which he/she is certificated will be removed from the eligibility list.

6. It is the intention of the parties that the seniority provisions as provided in Section F, G, and I herein supersede the provisions of Section 1125.1 of the Pennsylvania Public School Code, as permitted under Section 1125.1(e) of the Code. In the event that these provisions are found to be contrary to the law, then the parties agree to calculate seniority in accordance with the provisions of the Public School Code.

J. Preparation Time

The Administration will guarantee forty five (45) consecutive minutes of preparation time per day for each elementary classroom teacher - except for unusual circumstances. A daily twenty-five (25) minute block of time will be provided except for extenuating circumstances such as inclement weather, etc. The lunchroom aides' schedule will provide fifteen (15) minutes of preparation time for classroom teachers. The two blocks of time - fifteen minutes and forty-five minutes preparation time - will be divided, one in the morning, one in the afternoon.

Kindergarten teachers will receive at least two (2) thirty (30) minute blocks each day.

Specialists will receive forty five (45) minutes of daily preparation time with at least one thirty (30) minute block. Travel time will not be considered preparation time.

Secondary teachers shall receive a minimum of one class period daily of preparation time except for unusual circumstances. A class period is defined as the length of time of a teaching period schedule in the building.

K. Letter of Agreement

The District and the Association have executed a Letter of Agreement on Cyber Instruction that is incorporated into this Agreement by reference.

ARTICLE VII - PROFESSIONAL COMPENSATION

A. Salary

The basic salaries of employees covered by this Agreement are listed in Appendix I.

1. The horizontal categories shall be adjusted July 1st each year following the completion of the credits required for the next category. Such column movement shall be limited to one column per fiscal year with the exception of the 2021-22 school year in which there is no column movements. In order to qualify for column movement, all credits must be completed prior to the first teacher day of the school year and the *Request for Salary Adjustment* form must be submitted to the HR office no later than the first teacher day of the school year. By way of example, an individual must complete all credits and submit the salary adjustment form prior to the first teacher day of the 2022-2023 school year, in order to be eligible to move columns on July 1, 2022.

No more than 6 credits of third party provider courses shall be approved for use towards column movement during the term of employment.

2. For the 2021-2022, 2022-2023, and 2023-2024 school years, staff at the top of the schedule (step 13) prior to February 1, 2021 only, shall receive a onetime lump sum payment in the amount of \$500. The payment shall be made on the first pay after July 1st. The payment is not base building and not PSERS eligible.
3. The District and the Association agreed that all salary changes including schedule changes, step movement, column movement, and scale increases are effective July 1st of each school year, with the exception of the 2021-22 school year in which there is no step or column movements.

4. Masters Equivalency

- The Masters Equivalency shall be eliminated for salary increment on September 1, 1998.
- Any employee who currently has or attains a Masters Equivalency prior to September 1, 1998, shall be grandfathered for salary purpose with no reduction in salary. These grandfathered employees may continue to take graduate credits to move across the salary schedule through M+15 and M+30. They will be awarded the same compensation and adjustment as any other employee on the salary step.

5. Long-term substitute pay will be a percentage of the starting salary on the salary scale (Step 0, B+0) pro-rated for days worked. The percentage of the starting salary will be determined by years of completed service in a long term substitute capacity in the District. A year of service is defined as working as a long term substitute for at least 50% of the days in the work year. The percentage for the first year will be 90%, for the second year 92%, for the third year, 94% and for the fourth and any subsequent years, 96%. Nothing in this section will obligate the District to select a long term substitute for a subsequent assignment.

6. Part-time employees who are members of the bargaining unit will be placed on the appropriate column based on their degrees and credits. They will receive a full one-year credit for salary purposes for each year of service in the Quakertown Community School District.

Part time teachers will be placed on the appropriate step and column of the salary schedule the same as full-time teachers. They will receive step movement the same as full time teachers. Their salary will be prorated based on the number of hours they work.

Registered Nurse Assistants will receive an hourly rate for hours worked calculated based on the following schedule divided by the number of contracted teacher days times 7 hours:

<u>Years of Service</u>	<u>% Used</u>	<u>Bachelors Step</u>
0	75%	0
1	75%	1
2-4	75%	2
5-9	77%	2
10-14	79%	2
15-20	81%	2
21+	83%	2

Placement on this schedule for Registered Nurse Assistants already employed by the District as of July 1, 2016 will be determined by their years of service as of September 1, 2016. Salary increases, including schedule changes, step movement, column movement, and scale increases shall be effective on July 1st of each school year, with the exception of the 2021-22 school year in which there is no step or column movements.

7. At the Board's discretion credit may be granted for public school service in other districts.
8. When a tenured employee receives an initial unsatisfactory rating, the District will withhold his/her scheduled increase in salary subject to the application of the Just Cause Provision of this Agreement. The result of a salary withhold is that an employee assessed the same will forever forfeit the increase and the step movement in his/her salary that he/she would have received during the time period following the unsatisfactory rating.

Any employee who receives an unsatisfactory rating shall be required to participate in a program to help eliminate identified deficiencies in his/her job performance, subject to the following provisions:

- An employee shall be granted adequate time to correct identified deficiencies in his/her job performance prior to receiving a second formal rating.
- A minimum of four (4) formal observations with conferences must have occurred prior to the issuance of a second formal rating.
- The deficiencies cited as a basis for a second unsatisfactory rating must be recurrent.
- A mentoring program will be devised for the employee by the employer, building principal, and Superintendent and/or his/her representative.
- In order to correct deficiencies in an employee's job performance, mentoring programs will contain goals for the employee to accomplish and specify the means by which the employee can attain his/her identified goals.

f. If cooperation and progress toward achieving the mentoring program's remediation goals is not evident after a reasonable time and the employee receives a second unsatisfactory rating, the provisions of the School Code may be applied. Should the District institute dismissal proceedings, the employee, at his/her option, may elect to proceed under the School Code or may choose arbitration as a method of contesting the dismissal.

9. Professional Growth Incentive

The District and the Association may establish a voluntary professional growth program for employees upon mutual agreement. Any professional growth program implemented by the District shall be strictly voluntary and designed to compensate employees for additional effort dedicated toward achieving District goals identified in the professional growth program.

B. Service Increments

1. All members of the bargaining unit shall be given an additional annual increment of \$500 upon completion of a confirmed fifteen (15) years of service in public education.
2. Members completing and confirming twenty (20) years of service in public education shall receive an additional \$1,000 increment for a total annual increment of \$1,500 after twenty years of service.
3. Members completing and confirming twenty-five (25) years of service in public education shall receive an additional \$500.00 increment for a total annual increment of \$2,000 after twenty-five years of service.
4. Members completing and confirming thirty (30) years of service in public education shall receive an additional \$1,000 increment for a total annual increment of \$3,000 after thirty years of service.

C. Homebound Instruction, Summer School, Enrichment/Remediation and Curriculum/Staff Development Work

All members of the bargaining unit voluntarily taking a homebound instructional assignment, summer school assignment, enrichment/remediation assignment or a curriculum/staff development assignment shall be compensated at the rate of \$33.05 per hour for the 2021-2022 school year and increase the same percentage as the salary increase at the Master Column Step 13 for each subsequent year of the agreement.

<u>School Year</u>	<u>Rate Per Hour</u>
2021-2022	33.05
2022-2023	33.38
2023-2024	33.88

D. Co-curricular Payments

Payments for co-curricular assignments shall be separate and apart from any check which any member of the bargaining unit receives for the performance of his regularly-assigned duties. Full payment for activities shall be made within four (4) weeks of the conclusion of the activity. Advisors of year-long activities and similar responsibilities shall receive semi-annual payments.

E. Credit Reimbursement

Members of the bargaining unit shall be reimbursed for up to twelve (12) semester credits per year at the rate of \$294.04 per credit for the 2021-2022 school year and will increase the same percentage as the salary increase at Masters Column Step 13 for each subsequent year of this Agreement for each course of study resulting in a grade acceptable for degree credit. Such course of study shall be subject to prior approval of the Superintendent or his/her designee and shall be pursued in a state-accredited college or university, or

through an Intermediate Unit only if employee is enrolled in a certification program (by way of example ESL or Reading Specialist). Payment for approved courses of study shall be made within 45 days of tender of the official transcript to the Superintendent or his designee. In order to receive reimbursement for the course, the employee must receive a grade of "B" or better, or, in the case of a pass/fail course, a passing grade.

No more than twelve (12) credits of third party provider courses shall be approved for credit reimbursement under this section during an employee's term of employment. No more than six (6) credits of third party provider courses shall be approved for use towards column movement. Third party credits that are used as part of a degree program are not included in these limits.

Third party credits are credits that are transcribed by an accredited college or university but are provided by an outside entity.

Rate Per School Year:

<u>School Year</u>	<u>Rate Per Semester Credit</u>
2021-2022	294.04
2022-2023	296.98
2023-2024	301.43

F. Co-curricular Duty Compensation

The unit value for co-curricular duty assignments shall be \$281.73 per unit for the 2021-2022 school year and increase the same percentage as the salary increases at Masters Column Step 13 for each of the subsequent years of the agreement. The unit allocations for each activity shall be made pursuant to meet and discuss.

<u>School Year</u>	<u>Rate Per Unit</u>
2021-2022	281.73
2022-2023	284.55
2023-2024	288.82

G. Teacher Leadership

Each year, the District may, at its sole discretion, offer teacher leadership assignments, with or without release time, for supplemental pay. The assignments offered will be on a one-year basis and may change from year to year. The supplemental pay offered will be a percentage of the selected employee's salary. A minimum (floor) and/or maximum supplement amount may be specified. The percent of supplemental pay offered will be consistent for assignments with similar job duties and levels of responsibility. All such assignments will be posted and application will be voluntary. Examples of teacher leadership assignments include, but are not limited to, teacher mentors, department or building team leaders, teachers on special assignment, and other assignments that provide opportunities for teacher leadership.

H. Paycheck Distribution

Professional employees' salaries shall be divided into twenty-six biweekly sums and shall be disbursed ratably throughout the fiscal year. All amounts unpaid as of the last regular pay period of the fiscal year shall be paid in a lump sum to the employee no later than June 30. Any required federal withholding on the lump sum payment shall not exceed that amount which would have been withheld, had the lump sum been paid in separate biweekly amounts.

I. Direct Deposit

The District will make direct deposit available to all members of the bargaining unit.

788
789 **J. Retirement Severance**
790

- 791 a. An employee who retires (retirement being defined as being entitled to an annuity pension from
792 PSERS upon severance from the School District) shall be entitled to a retirement severance
793 payment for up to 200 days of accumulated unused sick leave. The retirement severance
794 payment rate per unused sick day shall be determined by the number of unused sick days the
795 employee has accumulated as of the date of retirement. If the employee has 100 or fewer
796 accumulated sick days as of the date of retirement the retirement severance payment rate shall
797 be \$50 per day. If the employee has more than 100 and less than 200 accumulated sick days as
798 of the date of retirement the retirement severance payment rate shall be \$60 per day. If the
799 employee has 200 accumulated sick days or more as of the date of retirement the retirement
800 severance payment rate shall be \$75 per day for a maximum of 200 days.
801
802 b. Retirement severance payments must be made to the employees 403b plan.
803

804 **K. Missed Preparation Period Payment**
805

806 Employees shall receive \$25 for each preparation period missed when providing substitute teaching
807 coverage only. However, only missed preparation periods for substitute teaching after the 3rd missed preparation
808 period each school year, are eligible for payment. Payment for missed preparation periods will be lump sum semi-
809 annual payments and are not base building.
810

811
812 **ARTICLE VIII - LEAVES**
813

814 **A. Paid Leaves of Absence**
815

816 **1. Leave for Urgent Reasons**
817

- 818 a. Absence with pay for up to four days per year will be allowed each employee upon request for
819 personal reasons. Requests for such leave must be made on forms agreed to by the parties and
820 must be submitted at least one week prior to the date(s) of absence whenever possible.
821 Requests for such leave may be approved even if submitted less than one week prior to the
822 date(s) of absence. No such late request shall be unreasonably denied.
823
824 b. No more than 10% of the professional staff in elementary buildings, 7% of the professional staff
825 in secondary buildings, and no more than one (1) employee in buildings where there are less
826 than ten (10) employees may be granted leave for personal reasons on any given day. Leave for
827 personal reasons will not be granted on any given day on which the foregoing limitations have
828 been met. No approvals of personal leave time shall be withdrawn on any day in which the
829 limitations for leave have been met if such approval was granted prior to the day in question.
830
831 c. Such days will be granted on a "first come, first serve" basis.
832
833 d. Unused personal days will be converted to sick days at the end of the school year. Once converted
834 to sick days, unused personal days may not be used for personal reasons.
835

836 **2. Bereavement Leave**
837

- 838 a. Whenever a professional or temporary professional employee shall be absent from duty because
839 of death in the immediate family of said employee, there shall be no deduction in salary of said
840 employee for an absence of not in excess of five (5) school days. The Board may extend the
841 period of absence with pay in its discretion as the exigencies of the case may warrant.
842 Immediate family shall include father, mother, son, daughter, brother, sister, spouse.
843

- b. Whenever a professional or temporary professional employee shall be absent from duty because of death of a, grandparent, grandchild, parent-in-law or near relative who resides in the same household of said employee, or any person with whom the employee has made his home, there shall be no deduction in salary of said employee for an absence of not in excess of three (3) school days. The Board may extend the period of absence with pay in its discretion as the exigencies of the case may warrant.
- c. Whenever a professional or temporary professional employee shall be absent from duty because of death of a near relative of said employee, there shall be no deduction in salary of said employee for absence on the day of the funeral. The Board may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
- d. The definition of "Bereavement" includes attending the funeral and/or making funeral arrangements.
- e. It is normally expected that bereavement days will be taken in close proximity to the date of death of the family member.
- f. In situations when services or burial are not able to be held at the time of the death (i.e. due to weather, distance, or military arrangements), up to two (2) days of bereavement leave may be reserved to use on the date of the services. To use this option, the employee must request that one day be reserved, provide the specific reason, and provide the later date the day will be used (if known) on the Request for Leave form submitted for the initial use of bereavement days. Later requests will not be approved. The District may request proof that a request meets the criteria listed in this section.

3. Leave for Compensable Injuries and Illnesses

For a period of one (1) year employees who incur work related injuries or illnesses determined to be compensable by the District's Worker's Compensation carrier will be paid at their regular rate of pay during the period Workers' Compensation benefits are paid provided they endorse their Workers' Compensation checks to the District. Such employees shall not be eligible for short-term disability income protection benefits and they will not be charged for sick leave during the time they receive workers' compensation benefits. Following the one (1) year period, employees receiving Workers' Compensation will be paid the difference between Workers' Compensation and their regular salary and have their sick leave reduced on a pro rata basis.

4. Use of Sick Leave

A professional employee may use up to five (5) days per year of accumulated personal sick leave for family illnesses that require the employee to be absent to care for a member of the immediate family, as defined by the Family Medical Leave Act, who is ill. Use of additional personal sick leave for family illness purposes may be approved by the Director of Human Resources on a case by case basis. No more than an additional five (5) days per year may be approved for family illnesses.

5. Donation of Sick Days

A bargaining unit member who is absent from work for personal illness and who has exhausted his/her accumulated sick and personal leave days may request donated sick days from bargaining unit members under the terms and conditions contained in Appendix III of this Agreement.

B. Unpaid Leave of Absence

1. A professional employee shall be granted a leave of absence without pay in the following circumstances:

- 900 a. An unpaid leave of absence of up to two (2) years shall be granted to an employee for purposes
901 of serving in an Association office, provided there shall be a limit of one such leave at any time
902 and such leave shall coincide with the beginning and termination of the school term.
903
- 904 b. An unpaid leave of absence for education or other purposes shall be granted for at least one year
905 at the discretion of the Board. Such leave, except for extenuating circumstances beyond the
906 control of the employee, shall commence at the beginning of a school term (September) or the
907 second semester (January). Employees shall return to work following such leaves at the
908 beginning of the school term (September) or the second semester (January). Employees may
909 continue their fringe benefits at the group rate by making the appropriate payments to the
910 district.
911
- 912 c. An employee who has exhausted all available paid leave and who is unable to work because of
913 illness or injury shall be granted an unpaid leave of absence for the duration of such illness or
914 injury. The disability must be documented by a note from a medical doctor or psychiatrist. The
915 Board may request a second opinion from a physician of its choice at Board cost. The maximum
916 duration of the leave shall be two (2) years, except that the leave may be extended beyond two
917 (2) years at the discretion of the Board.
918

919 **2. Childrearing Leave**

- 920
- 921 a. An employee shall be entitled to a childrearing leave of absence in accordance with the following
922 provisions.
923
- 924 b. A female employee who is informed by her physician that she is pregnant or a male employee
925 planning to take a childrearing leave of absence shall request that the physician inform the
926 Administration in writing of the anticipated date of delivery at the earliest time such a medical
927 determination can be made. As soon as possible after the anticipated date of delivery is
928 established, the employee shall request in writing when he/she desires the unpaid childrearing
929 leave to commence and the anticipated termination date of the leave. A female employee who
930 intends to take a childrearing leave following the birth of the child may request that the
931 beginning date of the childrearing leave be at the expiration of her disability.
932

933 Requests for childrearing leave shall be consistent with the continuity of the educational process.
934

- 935 c. A pregnant employee who incurs a medically recognized disability attributable to the pregnancy
936 prior to the time her anticipated childrearing leave of absence is to commence shall be eligible
937 to utilize her accrued sick leave for as long as she is unable to work as scheduled on account of
938 the disability or until accrued sick leave is exhausted. In the event the disabled employee has
939 exhausted accrued sick leave and remains unable to return to work, she shall be placed on an
940 unpaid disability leave of absence. Pregnant employees who utilize sick leave for a certified
941 disability will provide a medical statement from their physician certifying the existence of the
942 disability and specifying the starting and ending dates of the period of disability.
943
- 944 d. Return to work following such unpaid leave shall be at the start of the school term (September)
945 or at the start of the second semester (January). Such return shall not be sooner than the
946 anticipated date originally stated in the leave of absence request unless sixty (60) days written
947 notice has been given to the Board. However, this requirement can be waived by the Board in
948 its discretion. In any case, written notice to the Board must be given no later than three (3)
949 weeks after the birth of the child or after termination of the pregnancy stating the date of return
950 to work.
951
- 952 e. The maximum amount of time for a childrearing leave shall not exceed three school semesters,
953 except that an employee may request a fourth semester of unpaid childrearing leave only when
954 it will avoid a midyear return to work.
955

f. An employee is permitted only one childrearing leave for the birth or adoption of each child. The childrearing leave must be taken within the first two years of the birth date or date of adoption of the child. Employees returning following the birth of a child will not be eligible for childrearing leave until the following school year.

g. All periods of childrearing leave shall be deemed leave without pay during which period sick leave and/or other benefits will not accrue.

3. Return from Leave

All benefits to which a professional employee was entitled as of the point in time that the leave of absence commenced, including but not limited to unused accumulated sick leave, salary schedule placement, and credits toward sabbatical eligibility, shall be restored upon return and such professional employee shall be assigned to his/her original position or a position of like status and compensation. Employees who work more than one-half (1/2) of the year shall be credited with an increment upon return to employment.

4. Statutory Leaves

a. Leaves of absence shall be granted in accordance with the sabbatical leave of absence provisions in the School Code. Fringe benefits will be extended by the Board to employees on sabbatical leaves of absence only.

b. Leave of absence for service in military shall be granted in accordance with the provisions of the School Code.

ARTICLE IX - INSURANCE

A. Health Care Insurance

The Board shall pay health care insurance protection as designated below:

1. For each member of the bargaining unit who remains in the employ of the District, the Board shall make payment of health insurance premiums to provide coverage for each full twelve (12) month period commencing September 1 and ending August 31. In situations where both spouses are District employees, only one employee and spouse or family plan will be provided.
2. For those members electing to participate in individual, employee and child, employee and children, employee and spouse or family health insurance coverage the Board shall provide health care coverage according to the provisions listed below:

a. Consortium Membership and Plans

The District and the Association have agreed and are party to a Memorandum of Understanding authorizing the District to participate in the Bucks and Montgomery County Schools Health Care Consortium (hereinafter referred to as the "Consortium") for purposes of providing medical, prescription, and potentially dental benefits.

The parties agree that the plans available to the employees of the District, covered by this collective bargaining agreement, will be limited to preferred plans as identified by the Trustees of the Consortium. For the 2021-2022 year, those plans are: BMCS Open Choice 1, BMCS Open Choice 2, MBCS Open Choice 3, and BMCS POS. The parties recognize and agree that the individual benefits, benefit limits and plan options set forth in the preferred plans may be changed by the Trustees during the course of this Agreement.

The Association agrees to cooperate with, support, and faithfully implement wellness initiatives developed and approved by the Trust.

The District and Association agree that if medical premiums increase by more than the estimated 5% trend in a given year, consortium fund balance will be used to stabilize the portion of the increase that exceeds 5% for that one year only, provided that such use of fund balance is permitted by consortium rules and does not exceed the maximum recommended percentage use of consortium fund balance.

b. The employee premium contribution rates for Personal Choice BMCS Open Choice 1 will be 15% of the premium for 2021-2022, 15% of the premium for 2022-2023, and 17% of the premium for 2023-2024. The premium contribution amounts for other plans will be calculated based on the actuarial rating of that plan in comparison to BMCS Open Choice 1. Premium contribution amounts for all plans will be clearly listed during open enrollment. All Premium contribution changes will occur on September 1st of each year of the agreement.

c. The maximum obligation of the District for 2021-22 is 85% of the cost of BMCS Open Choice 1. The maximum obligation of the District for 2022-2023 is 85% of the cost of BMCS Open Choice 1, the maximum obligation of the District for 2023-2024 is 83% of the cost of BMCS Open Choice 1

d. Part-time teachers and Registered Nurse Assistants who work at least half the number of hours of full-time teachers (half of the hours calculated in Article VII, Section A.5. per year) will receive full benefits. Part-time teachers and Registered Nurse Assistants who work less than half time will receive prorated benefits if they elect to participate in the benefit programs and pay their portion of the cost plus the portion of the applicable premium contributions. All of these employees can take advantage of the cost containment provision with employees who work less than half time receiving a portion of the payment equal to the percent of the prorated benefit to which the individual employee is entitled.

3. The District will continue its practice of permitting retirees to purchase health insurance at the group rate at their own expense. An employee on unpaid leave may elect to purchase health insurance at the group rate at his/her own expense.

B. Income Protection Insurance

The Board shall provide short-term disability income protection insurance for all members of the Bargaining Unit employed by the District except those employed less than an average of five (5) hours per day, in an amount equal to 66 2/3% of his/her salary, with a waiting period of thirty (30) calendar days, or the expiration of accumulated sick leave, whichever is later.

C. Change of Carrier

In the event the Board should consider an alteration or change of existing health and income insurance policies which would reduce the present coverage, the Board shall confer with the proper officers of the Bargaining Unit and shall not contract for reduced benefits without the express consent of the Bargaining Unit. In such event, the District shall notify QCEA of its intent to investigate an alternate carrier at least sixty (60) days prior to a change of carriers. During the sixty (60) days prior to any change of insurance carriers, the District shall meet and discuss with QCEA the District's proposed change of insurance carriers, provided that the only issue subject to a grievance by QCEA shall be whether there is any reduction in benefits.

D. Life Insurance

The Board of School Directors shall pay life insurance premiums for each member the bargaining unit. Such insurance shall provide a death benefit and accidental death and dismemberment benefit in the maximum amount of \$100,000 for the life of the contract.

E. Dental Insurance

The Board shall provide the full cost of a basic dental plan and supplemental coverage (which provides 100% coverage for oral surgery and 50% coverage for prosthetics, crown, inlay, and onlay restoration, periodontics, and a maximum reimbursable amount of \$1,000.00 for orthodontics) for individual employees and their families currently offered by Delta Dental or a similar dental plan.

F. Prescription Plan

The Board shall provide for the full cost of a prescription plan for the employee and eligible dependents with a \$5.00 deductible for generic prescriptions, a \$20.00 deductible for preferred (formulary) brand prescriptions and a \$40.00 deductible for non-preferred (non-formulary) brand prescriptions. A mail order option will be available with no deductible for generic prescriptions, a \$10.00 deductible for preferred (formulary) brand prescriptions, and a \$25.00 deductible for non-preferred (non-formulary) brand prescriptions. The above deductibles will apply regardless of whether a generic drug is available and regardless of whether the prescription is "Dispense as Written". The list of preferred (formulary) brands will be in accordance with the formulary list of the District's prescription benefit administrator.

G. Vision Reimbursement

The District will provide a reimbursement allowance of up to \$200 once every three years per employee for the cost of an eye examination, eyeglasses, or contact lenses for the employee only. The employee shall submit a Vision Reimbursement Form with appropriate receipts at the time reimbursement is requested.

In the event the consortium offers a vision insurance plan, the district will offer this benefit on a voluntary basis at no cost to the district.

H. Cost Containment Provisions

The following provisions have been agreed to for the purpose of assisting the Quakertown Community School District in containing the cost of providing medical benefits to its employees.

Employees who are covered by the District health insurance plan and who are willing to discontinue that coverage as of September 1 of the current school year will receive a check in the amount of \$1,000 for individual coverage and \$2,000 for multiple coverage. The employee must agree to drop the insurance for the entire year. Employees may reenter the plan during the year if they can document a qualifying life event as defined by Section 125. Employees reentering the plan as a result of a qualifying life event must repay the District the prorated portion of the annual incentive for the months that they are covered by District insurance.

This incentive payment is available on an annual basis. Employees hired as long term substitutes for one semester only can elect this option and receive half the payment.

Employees who utilize an unpaid leave of absence at any time during the twelve-month period are not eligible for this payment for the months that the District would not be obligated to pay their insurance.

I. Voluntary Benefits

The district agrees to facilitate the offering of additional benefits provided that such benefits will be offered at no cost to the district. Recommendations for a voluntary benefit of interest to a group of employees should be submitted to the Office of Human Resources for consideration. The District agrees to facilitate the offering of additional voluntary benefits to the extent that is administratively practicable.

J. Impact of PPACA

During the term of this agreement should there be modifications to the Patient Protection and Affordable Care Act as amended, or any federal law successor or similar state legislation, interpretative regulations thereto, or should there be any court rulings impacting such laws or regulations which cause a significant increase in health care costs to the District than the costs contemplated as of the date of ratification, as solely determined by the District, the following process shall be followed:

- 1123 a. The District shall notify the Association that it has decided that a significant increase in health care
1124 costs has developed due to one of the reasons noted above and what it intends to do to eliminate
1125 those increases.
- 1126 b. In the absence of mutual agreement on how the issue will be addressed within thirty (30) calendar
1127 days after the District provides the information required by Section a, a disagreement will be deemed
1128 to exist. Either party may then request binding arbitration by notifying the other with ten (10) days of
1129 the disagreement date. A request to the Pennsylvania Bureau of Mediation for a list of arbitrators will
1130 be made by the notifying party immediately thereafter and an arbitrator will be selected from the list.
1131 The arbitration concerning this issue will proceed as follows:
- 1132 1. Within ten (10) calendar days of the receipt of the request to arbitrate each party shall submit
1133 to the other its proposal for addressing the issue.
- 1134 2. The selected arbitrator shall be required to conduct a hearing within thirty (30) days or as soon
1135 as practicable thereafter, and then shall be required to choose either the Association's proposal or
1136 the District's proposal. The proposal selected by the arbitrator shall become a part of the
1137 Agreement and will supersede any affected provisions of the Agreement.
- 1138
- 1139

1140 **ARTICLE X - MEMBERSHIP DUES DEDUCTION**

1141 **A. Deduction from Salary**

1142 The Board agrees to deduct Association dues, the amount of money set by the Association, from the
1143 salaries of the members of the local Association, as said members authorize the Board to deduct and transmit
1144 the monies to the Quakertown Community Education Association account.

1145 **1. Ten Equal Installments**

1146 Deduction referred to in paragraph A above shall be made in ten (10) installments which shall be as
1147 nearly equal as practicable. The deduction shall be made beginning with the first paycheck in October,
1148 and continue for the next nine consecutive paychecks.

1149 **2. A facsimile of the authorization card to be used for this deduction shall be as follows:**

1150 To the Quakertown School District:

1151 I, the undersigned, a professional employee of the Quakertown School District, authorize the
1152 Quakertown School District to deduct annual dues from my salary and to remit the amount so deducted
1153 to the Quakertown Community Education Association. This authorization shall automatically renew
1154 itself unless I give written notice to the Quakertown School District and the Quakertown Community
1155 Education Association during the period of fifteen (15) days prior to the end of the school term that I
1156 revoke my authorization.

1157 _____
1158 Signature

1159 _____
1160 Date

1161 **B. Membership List**

- 1162 1. Should a member of the Bargaining Unit decide to seek payroll deduction after June 15, this
1163 arrangement will be accepted by the District provided the person signed a Dues Authorization Card
1164 indicating deduction.
- 1165 2. A list of the professional employees from whom the dues have been deducted and the amount of
1166 deduction shall be provided to the Association by the District no later than December 15 of each school
1167 year.
- 1168 3. No later than June 15 of each year, the Association shall provide the District a list of members who
1169 authorized payroll dues deduction and the amount of deduction for each member.

- 1180
1181 4. The Association shall indemnify, defend, and save the Board harmless against any and all claims,
1182 demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the
1183 Board in reliance upon the payroll deduction authorization card submitted by the Association to the
1184 Board.
1185

1186 **ARTICLE XI - MISCELLANEOUS PROVISIONS**
1187

1188 **A. Printing Agreement**
1189

1190 The parties agree to make the Agreement available electronically.
1191

1192 **B. Effect of Law**
1193

1194 If any provision of this Agreement during the life of this Agreement is held to be contrary to law, then
1195 such provision shall not be deemed to be valid, but all other provisions shall continue in full force and effect
1196 for the life of this Agreement.
1197

1198 **C. Notice**
1199

- 1200 1. Whenever any notice is required to be given by either of the parties to this Agreement to the other
1201 party, pursuant to the provision(s) of this Agreement, either party shall do so by written notice or
1202 registered letter at the following addresses:
1203

1204 a. Association to Board
1205

1206 If by Association, to Board at:
1207 Quakertown Community School Board
1208 100 Commerce Drive
1209 Quakertown, PA 18951
1210

1211 b. Board to Association
1212

1213 If by Board, to Association at:
1214 President, (Home Address)
1215
1216

1217 **ARTICLE XII - DURATION OF AGREEMENT**
1218

1219 **A. Effective Date**
1220

1221 This three-year Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30,
1222 2024, subject to the Association's right to negotiation over a successor Agreement as provided in ARTICLE II.
1223 This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date
1224 indicated.
1225

1226 **B. Option**
1227

1228 In Witness whereof, the Association has caused this Agreement to be signed by its president and
1229 secretary, and the Board has caused this Agreement to be signed by its president, attested by its secretary and
1230 its corporate seal to be placed hereon, all on the day and year first above written.
1231

1232 Quakertown Community Education Association
1233

1234 By _____
1235 President
1236

1237 By _____
1238 Secretary
1239
1240 Quakertown Community Board of Education
1241
1242 By _____
1243 President
1244
1245 By _____
1246 Secretary
1247
1248

APPENDIX I – SALARY SCHEDULE

QUAKERTOWN COMMUNITY SCHOOL DISTRICT SALARY SCHEDULE

Years Experience	B	B+24	M	M+15	M+30
0	49.25%	59.25%	64.25%	69.25%	74.25%
1	52.00%	62.00%	67.00%	72.00%	77.00%
2	54.75%	64.75%	69.75%	74.75%	79.75%
3	57.50%	67.50%	72.50%	77.50%	82.50%
4	60.25%	70.25%	75.25%	80.25%	85.25%
5	63.00%	73.00%	78.00%	83.00%	88.00%
6	65.75%	75.75%	80.75%	85.75%	90.75%
7	68.50%	78.50%	83.50%	88.50%	93.50%
8	71.25%	81.25%	86.25%	91.25%	96.25%
9	74.00%	84.00%	89.00%	94.00%	99.00%
10	76.75%	86.75%	91.75%	96.75%	101.75%
11	79.50%	89.50%	94.50%	99.50%	104.50%
12	82.25%	92.25%	97.25%	102.25%	107.25%
13	85.00%	95.00%	100.00%	105.00%	110.00%

Beginning July 1, 2013, the B and B+24 columns end at Step 6, except that any member employed by the District as a Temporary Professional or Professional Employee on July 1, 2013 is grandfathered.

Employees who are between steps as of July 1, 2013 will remain between steps for the duration of this Agreement.

2021-2022 All salaries shall be determined by using the above index with a Master Column Step 13 of \$ 98,597 and shall be effective July 1, 2021.

2022-2023 All salaries shall be determined by using the above index with a Master Column Step 13 of \$ 99,583 and shall be effective July 1, 2022

2023-2024 All salaries shall be determined by using the above index with a Mater Column Step 13 of \$101,077, and shall be effective July 1, 2023

Appendix I – Salary Schedules

Year 1	2021-22		1.50%	(override only)	
Step	0.00				
Column	0				
	B	B+24	M+0	M+15	M+30
0	48,560	58,418	63,348	68,278	73,208
1	51,271	61,130	66,059	70,990	75,920
2	53,982	63,841	68,775	73,701	78,630
3	56,693	66,553	71,482	76,412	81,342
4	59,404	69,265	74,194	79,124	84,052
5	62,116	71,975	76,906	81,834	86,765
6	64,827	74,687	79,617	84,546	89,477
7	67,538	77,399	82,328	87,258	92,187
8	70,250	80,109	85,040	89,969	94,899
9	72,962	82,822	87,751	92,682	97,610
10	75,673	85,532	90,462	95,393	100,322
11	78,384	88,244	93,174	98,104	103,034
12	81,095	90,956	95,884	100,815	105,744
13	83,807	93,666	98,597	103,526	108,457
Year 2	2022-23		1.00%	(override only)	
Step	1.00				
Column	Max. 1				
	B	B+24	M+0	M+15	M+30
0	49,045	59,003	63,982	68,961	73,940
1	51,783	61,742	66,720	71,700	76,679
2	54,522	64,480	69,463	74,438	79,416
3	57,260	67,218	72,197	77,176	82,156
4	59,998	69,957	74,936	79,916	84,893
5	62,737	72,694	77,675	82,653	87,633
6	65,475	75,434	80,413	85,392	90,372
7	68,213	78,173	83,151	88,130	93,109
8	70,953	80,910	85,890	90,868	95,848
9	73,692	83,650	88,628	93,608	98,586
10	76,430	86,387	91,366	96,347	101,325
11	79,168	89,127	94,106	99,085	104,064
12	81,906	91,866	96,843	101,823	106,801
13	84,645	94,603	99,583	104,561	109,541
Year 3	2023-24		1.50%	(override only)	
Step	1.00				
Column	Max. 1				
	B	B+24	M+0	M+15	M+30
0	49,781	59,888	64,941	69,995	75,049
1	52,560	62,668	67,721	72,776	77,829
2	55,339	65,447	70,505	75,555	80,608
3	58,119	68,226	73,280	78,334	83,388
4	60,898	71,007	76,060	81,114	86,166
5	63,678	73,785	78,840	83,893	88,947
6	66,457	76,565	81,619	86,673	91,728
7	69,237	79,345	84,398	89,452	94,506
8	72,017	82,124	87,178	92,231	97,286
9	74,797	84,905	89,958	95,013	100,064
10	77,577	87,683	92,737	97,792	102,845
11	80,356	90,463	95,517	100,571	105,625
12	83,135	93,244	98,295	103,350	108,403
13	85,914	96,022	101,077	106,130	111,184

1274
1275

Appendix I – RN Salary Schedules

Base Year	2020-21						
Years of Service	% Used	Bachelors Step	2/1/21 schedule	Cont. Days	Hours	Rate	Annual
0	75%	0	\$ 47,842	196	7	\$ 26.15	\$ 35,882
1	75%	1	\$ 50,513	196	7	\$ 27.61	\$ 37,885
2-4	75%	2	\$ 53,184	196	7	\$ 29.07	\$ 39,888
5-9	77%	2	\$ 53,184	196	7	\$ 29.85	\$ 40,952
10-14	79%	2	\$ 53,184	196	7	\$ 30.62	\$ 42,015
15-20	81%	2	\$ 53,184	196	7	\$ 31.40	\$ 43,079
21+	83%	2	\$ 53,184	196	7	\$ 32.17	\$ 44,143
Year 1	2021-22						
Years of Service	% Used	Bachelors Step	2021-22 Schedule	Cont. Days	Hours	Rate	Annual
0	75%	0	\$ 48,560	196	7	\$ 26.54	\$ 36,420
1	75%	1	\$ 51,271	196	7	\$ 28.03	\$ 38,453
2-4	75%	2	\$ 53,982	196	7	\$ 29.51	\$ 40,486
5-9	77%	2	\$ 53,982	196	7	\$ 30.30	\$ 41,566
10-14	79%	2	\$ 53,982	196	7	\$ 31.08	\$ 42,646
15-20	81%	2	\$ 53,982	196	7	\$ 31.87	\$ 43,725
21+	83%	2	\$ 53,982	196	7	\$ 32.66	\$ 44,805
Year 2	2022-23						
Years of Service	% Used	Bachelors Step	2022-23 Schedule	Cont. Days	Hours	Rate	Annual
0	75%	0	\$ 49,045	196	7	\$ 26.81	\$ 36,784
1	75%	1	\$ 51,783	196	7	\$ 28.31	\$ 38,838
2-4	75%	2	\$ 54,522	196	7	\$ 29.80	\$ 40,891
5-9	77%	2	\$ 54,522	196	7	\$ 30.60	\$ 41,982
10-14	79%	2	\$ 54,522	196	7	\$ 31.39	\$ 43,072
15-20	81%	2	\$ 54,522	196	7	\$ 32.19	\$ 44,162
21+	83%	2	\$ 54,522	196	7	\$ 32.98	\$ 45,253
Year 3	2023-24						
Years of Service	% Used	Bachelors Step	2023-24 Schedule	Cont. Days	Hours	Rate	Annual
0	75%	0	\$ 49,781	196	7	\$ 27.21	\$ 37,336
1	75%	1	\$ 52,560	196	7	\$ 28.73	\$ 39,420
2-4	75%	2	\$ 55,339	196	7	\$ 30.25	\$ 41,505
5-9	77%	2	\$ 55,339	196	7	\$ 31.06	\$ 42,611
10-14	79%	2	\$ 55,339	196	7	\$ 31.86	\$ 43,718
15-20	81%	2	\$ 55,339	196	7	\$ 32.67	\$ 44,825
21+	83%	2	\$ 55,339	196	7	\$ 33.48	\$ 45,932

**APPENDIX II- PARTNERS FOR TOMORROW:
A JOINT COMMITMENT OF THE QUAKERTOWN COMMUNITY EDUCATION
ASSOCIATION AND THE QUAKERTOWN COMMUNITY SCHOOL DISTRICT**

The mission of the Quakertown Community Education Association and the Quakertown Community School District is “to maximize the achievement of each student and to empower all students to become productive citizens. Enter to Learn, Leave to Serve.” This mission, core beliefs, and strategic goals are further described in our Strategic Plan.

INTRODUCTION

The Quakertown Community Schools have a long tradition of quality public schools seeking continuous improvement and have enjoyed widespread public support. The professional educator acknowledges that the schools belong to the public he/she serves for the purpose of providing quality learning opportunities for all students. The Quakertown Community professional educator recognizes his/her responsibility for providing professional competence and leadership in the classroom and school and for upholding this image in the community. It must be recognized that the professional educator’s actions will be viewed and appraised by the community, Board, professional colleagues, parents, and students. To these ends, the Quakertown Community Education Association and the Quakertown Community School District jointly support the following guidelines for educational excellence.

GUIDELINES FOR TEACHING EXCELLENCE

The Quakertown Community Education Association and the Quakertown Community School District expect staff to aspire to excellence in teaching, to display a positive child-centered attitude and to communicate frequently with parents. Teachers should endeavor to create and maintain a uniform education climate in each classroom and school, one that emphasizes academic standards, essential skills and study skills development, practice, self-discipline, and extra-curricular activities.

Teacher qualities that create long-term differences in the life of the student include: caring and personal attention, creating academic exploration or discovery leading to higher levels of learning, personal recognition of the student’s potential, inspiring a student to do something he or she might never have done, and inspiring intellectual pursuits.

STUDENT ACHIEVEMENT

Reaching for excellence is an attitude that is cultivated within each individual. The focus for educators must be a commitment to student performance and the continued implementation of sound instruction. Working together we believe this expectation can be achieved for all children. Curriculum analysis and building action plans should be developed and implemented by all teachers so students can be as successful as ability permits on PDE assessments, SATs, ACTs, AP exams, etc. Realistic achievement targets should be established yearly.

RESPONSIBILITY FOR ACTIVITIES

It is anticipated that professional employees will realistically utilize their talents and efforts to support, promote and work in District activity programs that provide opportunities for District students to develop their skills and talents.

PROFESSIONAL INVOLVEMENT WITH STUDENTS

Each faculty member, both teaching and professional support staff, will make a good faith effort to work with students in an activity or identified building need to bring out the best in students, develop wholesome student relationships, maintain student interest in and identify with the school, and motivate student interest in a subject area.

1333 HOME/SCHOOL COMMUNICATIONS

1334

1335 The District and the Association believe that good communications between parents and teachers is
1336 a fundamental element for quality educational programs. The partnership is enhanced when the
1337 school district provides the means to facilitate good communications.

1338

1339 PROFESSIONAL DEVELOPMENT

1340

1341 The District will develop programs that will address the staff development and public relations needs
1342 of the staff and school district based on District goals and individual supervision needs. Staff
1343 development should adhere to National Staff Development Council standards including job-
1344 embedded and self-directed professional development.

1345

1346 CLIENT AND COMMUNITY RELATIONS

1347

1348 The Board and Association recognize that the goodwill and support of the community is vital to
1349 maintaining support for quality public schools. In order to foster strong community relations, the
1350 Board and Association mutually agree to:

1351

- 1352 1. Meet periodically to discuss concerns of the constituents of the Quakertown Community
1353 School District.
1354 2. Cooperate in emphasizing the many accomplishments of the students and staff to the
1355 Quakertown Community School District.
1356 3. The Association agrees to encourage its membership to promote the positive public image of
1357 the Quakertown schools.
1358 4. The Association and the District will cooperate in a proactive way to improve parent and
1359 community relations.

1360

1361 Intending to be mutually committed to these goals, and promising our best good faith effort, the
1362 undersigned pledge the support of their respective organizations to the accomplishment of the goals,
1363 ideas, and aspirations outlined in this document.

1364

1365

1366 Quakertown Community Education Association

1367

1368 By _____
1369 President

1370

1371 By _____
1372 Secretary

1373

1374 Quakertown Community Board of Education

1375

1376 By _____
1377 President

1378

1379 By _____
1380 Secretary

1381

APPENDIX III- DONATED SICK DAYS

The purpose of this Appendix is to delineate the terms and conditions under which an employee may request and receive donated sick days from other QCEA bargaining unit members. The purpose of permitting donated sick days is to provide assistance to an employee who has exhausted all paid leave available to the employee due to serious personal illness and who is experiencing financial hardship. The opportunity to donate sick days to a colleague is intended to be reserved for situations in which there is significant need.

Eligibility:

To be eligible to request donated days, the employee must meet the following eligibility requirements:

1. The employee must have been out of work due to personal illness for a period of at least 45 consecutive calendar days; and,
2. The employee must have used all of his/her sick and personal leave days; and
3. The employee must have continued to be out of work due to personal illness without pay for 5 work days after exhaustion of his/her sick and personal leave days.
4. In circumstances where the employee's absences have been intermittent for the same illness, eligibility requirement #1 above may be modified accordingly to reflect the individual circumstances.

Process for Requesting Donated Days:

When the employee has met or anticipates meeting the eligibility requirements listed above, the employee can request donated sick days by completing a "Donated Sick Days Request Form", including his/her signature, and submitting the completed form to the Director of Human Resources. The form must be accompanied by medical verification of the employee's continuing disability. Donated days may not be requested for family illness.

The Director of Human Resources will verify the employee's eligibility to request donated sick days and send a copy of the approved "Donated Sick Days Request Form" to a designated Association representative for distribution via e-mail to the Association e-mail list. The medical verification information will be retained by the Director of Human Resources, and medical information will not be shared as part of the donated sick day request process.

Donating a Sick Day:

Bargaining unit members who would like to donate a sick day to the requesting employee print, complete, and sign the donation form and return the form in a confidential envelope to the Director of Human Resources by the deadline date indicated in the request. Members are limited to donating one (1) day per member per request. Donations are strictly voluntary on the part of the donating employee.

Receiving Donated Sick Days:

The Director of Human Resources will tabulate the donated days in the order received and notify the requesting employee of the number of days donated to him/her. The requesting employee will not be notified of the identity of the donors. Donations will be limited to 50 days per employee. The employee may request donated sick days only once during his/her employment with the District.

The donated days will be credited to the requesting employee and charged to the donor one day at a time in the order received. Each donor will receive confirmation that the donated day was charged when it is used – no deductions will be made from sick day allotments for the donor until that day is actually used by the requesting employee.

1439 In the event that more days are donated than are needed by the requesting employee for the term
1440 of his/her illness, remaining unused days will be retained by the donors, not credited to the
1441 requesting employee.
1442
1443 During the period of time during which the requesting employee is using donated sick days, he/she
1444 must submit documentation on a monthly basis satisfactory to the Director of Human Resources
1445 confirming the continuation of the medical disability.
1446
1447 The Association will designate a representative to liaison with the District on matters related to the
1448 administration of donated sick day requests.
1449
1450 The Superintendent or his/her designee may waive strict enforcement of any provision of the
1451 requirements of this Appendix on a case-by-case basis in the interest of the District without creating
1452 a precedent or establishing a practice governing any future case.
1453

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