

PROFESSIONAL AGREEMENT

**2010-2011
2011-2012**

**By and Between the
Pottstown School District
and
Federation of Pottstown
Teachers, AFTPA-AFLCIO**

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POTTSTOWN SCHOOL DISTRICT

PROFESSIONAL AGREEMENT

PREAMBLE

This Agreement is entered into as of the 2nd day of June, 2011, by and between the Board of School Directors of the Pottstown School District, Pottstown, Montgomery County, Pennsylvania, hereinafter called the "BOARD" and the Federation of Pottstown Teachers, AFTPA-AFLCIO hereinafter called the "FEDERATION."

WITNESSETH:

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

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

ARTICLE I

RECOGNITION

- A. The BOARD hereby recognizes the FEDERATION as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board in the Certification of Representation dated January 10, 1985, as well as in any amendments thereto. A copy of said determination is incorporated herein and made a part hereof and attached as **Exhibit "A"**.

- B. The term "TEACHER" in this Agreement shall mean any member of this bargaining unit as defined in the certification PERA-R-84-589-E, as well as in any amendments thereto.

- C. Nothing contained within this Agreement shall be construed to deny or restrict rights to any TEACHER(s) that are mandated under the Pennsylvania School Code or other applicable laws and regulations.

ARTICLE II

TERMS OF AGREEMENT

This Agreement shall be effective retroactively to September 1, 2010, and shall continue in full force and effect through August 31, 2012.

ARTICLE III

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective bargaining over a successor Agreement no later than January 10, 2012. Any Agreement so negotiated shall be reduced to writing and signed after ratification by the parties.

B. Modification

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

ARTICLE IV

MANAGERIAL PREROGATIVES

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

ARTICLE V

BOARD POLICY MANUAL

- A. When BOARD policy directly affecting hours, wages or conditions of employment of TEACHERS is to be considered for enactment, modification, or termination, such policy or policies shall be presented to the President of the FEDERATION at least ten (10) days prior to its presentation to the BOARD for formal action.
- B. Within five (5) days of receiving notification of consideration of BOARD policy, the President of the FEDERATION shall notify the Secretary of the BOARD OF SCHOOL DIRECTORS that the FEDERATION requests to Meet and Discuss the proposed BOARD policy. Failure to notify the Secretary of the BOARD within said period shall waive the right of the FEDERATION to Meet and Discuss regarding the proposed policy prior to formal action by the BOARD.
- C. If a Meet and Discuss session is requested on a proposed policy, the BOARD will recognize, and a committee of the BOARD will meet with, the duly appointed representatives of the FEDERATION to express the views of the FEDERATION prior to enactment, modifications, or termination of BOARD policy.
- D. This Article refers to policies of the BOARD in its official policy manual that directly affect hours, wages, or conditions of employment of TEACHERS.

ARTICLE VI

NO LOCK OUT -NO STRIKE PROVISION

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

ARTICLE VII

SEPARABILITY

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

ARTICLE VIII

STATUTORY SAVINGS CLAUSE

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

ARTICLE IX

LENGTH OF WORK YEAR AND DAY

A. LENGTH OF WORK YEAR

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

B. LENGTH OF WORK DAY

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

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

TEACHERS shall be available beyond the normal in-school working day to fulfill their professional duties and responsibilities as outlined in Board Policy 3020, and including an evening for parent-teacher conferences. This shall not include in-service meetings unless mutually agreed upon by the Superintendent of Schools and the President of the FEDERATION.

Any time the length of the pupil day is altered because of inclement weather or early dismissal before a holiday, the TEACHER day will be changed in the same manner.

On or about the close of each marking period, there shall be an early dismissal day for elementary school students.

C. TEACHING ASSIGNMENTS

Each TEACHER shall receive his/her tentative teaching assignment for the oncoming school year by the preceding June 10. It is understood that these assignments are tentative, and are subject to change, but any such changes shall be made known to the affected TEACHER(s) as soon as possible after such change is made.

D. EVENING CONFERENCES

Elementary – There shall be two evening conferences around the time of the distribution of the first marking period report card. The time teachers work those evenings shall be compensated for with an equal amount of time in early dismissal the Wednesday of Thanksgiving vacation and with an early dismissal the last working date prior to winter vacation.

There shall be one evening conference around the time of the distribution of the second marking period report card. The time teachers work that evening shall be compensated for with an equal amount of time in early dismissal the last working day prior to spring vacation.

Middle School – There shall be two evening conferences around the time of the distribution of the first marking period report card. The time teachers work those evenings shall be compensated for with an equal amount of time in early dismissal the Wednesday of Thanksgiving vacation and with an early dismissal the last working day prior to winter vacation.

There shall be one evening conference around the time of the distribution of the second marking period report card. The time teachers work that evening shall be compensated for with an equal amount of time in early dismissal the last working day prior to spring vacation.

High School – There shall be one evening conference midway through the first marking period. The time teachers work that evening shall be compensated for with an equal amount of time in early dismissals divided between the Wednesday of Thanksgiving vacation and the day prior to winter vacation.

There shall be one evening conference midway through the third marking period. The time teachers work that evening shall be compensated for with an equal amount of time in early dismissal the last working day prior to spring vacation.

ARTICLE X

SALARIES AND PROVISIONS

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

- A. The salary schedule for the 2010-11 school year is attached hereto, made part hereof, and marked **Exhibit "B"**.
- B. The salary schedule for the 2011-12 school year is attached hereto, made part hereof, and marked **Exhibit "C"**.
- C. Compaction of the salary schedules may place a TEACHER on a different salary step than the years of service.
- D. TEACHERS who worked less than 190 days shall be paid on the basis of an average annual salary. They will remain on the same step of that year's salary schedule for the number of days required to complete a full year (namely, 190 days) and then move to the next step.

Example: A TEACHER with a Bachelors Degree employed on December 5, 2010 and placed on the first step of the 2010-11 salary schedule would have worked 120 days. This TEACHER would be paid on an average annual salary rate of \$43,608.00 for the 2011-12 school year ($70/190 \times \$43,335.00$ plus $120/190 \times \$43,768.00$).

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

This method of calculating average annual salary shall not be retroactive for TEACHERS who began their employment with the BOARD prior to the 1978-79 school year.

- E. A TEACHER who resigns during a school year and is being paid on the basis of an "average annual salary", as indicated in Paragraphs C and D of this Article, shall have his/her salary recalculated. The final paycheck shall reflect the balance due based on the actual amount earned.

Example: A TEACHER holding a Bachelors Degree with an average annual salary calculated as illustrated in the example of Paragraph D who resigns during the

2011-2012 school year after ninety (90) days paid employment will earn a total of \$20,572.00 ($70/190 \times \$43,335.00$ plus $20/190 \times \$43,768.00$).

- F. A TEACHER who is disabled while performing assigned duties for the BOARD shall continue to accrue time for salary increments and seniority during the period when the

TEACHER is entitled to Worker's Compensation benefits. During said period, the affected TEACHER shall have one of the following options:

1. Receive full salary from the BOARD for all accumulated sick leave days until all accumulated sick leave is exhausted, as well as receive Worker's Compensation payments.
2. Receive only those monies to which the TEACHER is entitled under Worker's Compensation with no loss of accumulated sick leave, except for any leave days which the TEACHER(s) has utilized prior to payment of the Worker's Compensation benefit.
3. Receive from the BOARD the salary difference between the affected TEACHER'S daily rate of pay (annual salary ÷ number of days in the work year) and the per diem rate received from Worker's Compensation until all accumulated sick leave days have been exhausted. It is understood by the parties that sick leave usage will be calculated on a pro-rata basis with the TEACHER being charged with the same percentage of sick leave day(s) as salary paid by the BOARD. i.e. A TEACHER receiving 60% of the daily rate from Worker's Compensation and 40% from the BOARD will be charged with 4/10 of a day against accumulated sick leave (remaining days to be rounded to the nearest tenth of a day) .

G. In addition to the basic salary schedule referred to in Paragraphs A, B, C, and D, the following salary provision shall be in effect during the course of this Agreement:

1. Special Education TEACHERS, while employed by the Pottstown School District, shall be paid \$400.00 above the amount paid to a regular teacher with a comparable degree and experience recognized by the Pottstown School District for salary purposes.
2. Speech Clinicians, while employed by the Pottstown School District, shall be paid \$400.00 above the amount paid to a regular teacher with comparable degree and experience recognized by the Pottstown School District for salary purposes.

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

1. Employment of TEACHERS

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

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

with subsequent salaries determined on the basis of the initial agreement at the time of employment.

2. Recognition of Undergraduates and Graduate Credits

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

- a. Each TEACHER shall be on salary level consistent with his highest earned degree. The Bachelors equivalent and the Masters equivalent shall be recognized for salary purposes if issued by the Bureau of Certification, Department of Education, Harrisburg, Pennsylvania, only in cases of TEACHERS employed by the school district prior to July 1, 1967. The Masters equivalent shall continue to be recognized in those cases specifically included in state certification regulations or the School Laws of Pennsylvania. No other degree equivalent will be recognized for salary purposes.
- b. TEACHERS shall be placed on the B+15 salary level, and granted salary increments at this level, only if the TEACHER holds the earned Bachelors Degree and only for those credits earned after the degree is issued and further provided that the individual is certified in the field in which he will be teaching in the public schools of Pottstown. No equivalent degree shall be recognized for the B+15 salary level.
- c. TEACHERS shall be placed on the M+15 or M+30 salary levels, and granted salary increments at these levels, only if the TEACHER holds the earned Masters Degree and only if the credits are earned after the issuance of the degree indicated. No equivalent degrees shall be recognized for the M+15 or M+30 salary levels.
- d. TEACHERS shall not be placed on the M+15 or M+30 salary levels, or paid increments at these levels, if graduate work is taken for personal advancement in a field other than the school assignment, or field of certification unless pre-approved in writing by the Superintendent of Schools.
- e. Only graduate credits are recognized for horizontal movement on the salary schedule. In unusual cases, or in cases where the TEACHER may wish to take an undergraduate course or a single graduate course in a field other than the field of certification and/or school assignment, the Superintendent of Schools may pre-approve the course, using the intent of these policies as a guide. No salary credit shall be recognized for such courses unless they are pre-approved in writing by the Superintendent of Schools.
- f. Salary increases for horizontal movements from one degree level to

another shall be effective as of the beginning of each semester. The required official records and transcripts must be submitted to the office of the Superintendent by October 15/January 20, whichever is appropriate, of the applicable semester. Salaries will be revised retroactively to the beginning of the applicable semester, upon BOARD approval. Salaries will be revised for horizontal movements only if the appropriate date is met unless the TEACHER submits proof (in the form of a certified or registered mail receipt) that the transcript was requested within four weeks after the completion of the course.

- I. TEACHERS shall not be entitled to any salary increase for the school year following the issuance of an unsatisfactory rating on an end of year summative evaluation. Ratings shall be completed on the Pottstown School District's rating form as approved by the Pennsylvania Department of Education and signed by the Superintendent of Schools. It is suggested that TEACHERS receiving an unsatisfactory rating in any year take additional study in the areas deemed weak by the administration. TEACHERS who receive an unsatisfactory rating shall, the year after receiving a satisfactory rating, be compensated at the next step on the salary schedule.

- J. Beginning with the 2010-11 school year, newly hired non-tenured TEACHERS shall be placed on the salary schedule at Step A, Year - 2 at Step B and Year - 3 at Step 1 in accordance with the attached placement schedule marked as Exhibit "D" (the salaries for Step A, Step B and Step 1 are the same).

ARTICLE XI

REIMBURSEMENT FOR TUITION

- A. The following provisions shall govern payments made by the BOARD to TEACHERS as reimbursement for actual tuition costs incurred during the term of this contract.
1. A TEACHER requesting reimbursement for tuition shall submit to the office of the Superintendent of Schools a certified receipt (or canceled check and statement listing the price per credit charged by the institution) showing the actual tuition cost paid by the TEACHER for each course (excluding books, lab fees, etc.) taken at a college or university, in addition to an official transcript showing the grades received for all courses taken. This information shall be furnished to the office of the Superintendent of Schools on or before September 30th, December 31st, March 31st and June 30th of each year. Payment of reimbursement will be processed only if these dates are met unless the TEACHER submits proof (in the form of a certified or registered mail receipt) that the transcript was requested within four weeks after the completion of the course. Payment of the reimbursement to the TEACHER shall be made within thirty (30) days following the submission deadlines as referenced through this paragraph.

A TEACHER who does not comply with the dates stated above and is denied reimbursement for tuition may not resubmit a request for reimbursement for those credits at a future time.
 2. A TEACHER shall be entitled to reimbursement of tuition for credits taken after the beginning of the second year of continuous full-time contractual service with the BOARD.
 3. Tuition reimbursement will be paid for only those courses where TEACHERS have earned grades of "A" or "B" on a letter grade system or a grade of Pass on a Pass-Fail System.
 4. Reimbursement will not be paid by the BOARD for credits earned by a TEACHER beyond the Masters +15 credit.
 5. A TEACHER must receive a satisfactory rating on the Pottstown School District's rating form as approved by the Pennsylvania Department of Education and signed by the Superintendent of Schools during the year the courses are taken in order to be eligible for tuition reimbursement.
 6. Reimbursement of tuition for credits shall be in the manner set forth in paragraph A.1. of this Article. Suspended TEACHERS shall be reimbursed for credits earned while employed. Suspended TEACHERS will not be reimbursed for credits earned during the period of their suspension.
 7. Reimbursement shall be for actual tuition costs for graduate courses or courses approved in writing by the Superintendent and completed during the period

September 1, 2010 through August 31, 2012. The maximum allowable reimbursement per TEACHER per year shall be as follows:

- (a) 2010-11 school year - \$3,000.00
- (b) 2011-12 school year - \$3,000.00

8. Prior to registration, a teacher seeking tuition reimbursement shall submit a request for same to the Superintendent or his or her designee. Approved courses must be post-baccalaureate graduate courses from a regional accredited college or university. Vocational teachers will be reimbursed for approved undergraduate credits. Approved courses must be related to the teacher's position in the District, and educationally based. All out of state courses and/or "Distance learning" on-line credits must be pre-approved. The TEACHER must submit with the pre-approval paperwork, documented institutional accreditation by either the United States Department of Education or the Council for Higher Education Accreditation ("CHEA"). Following review and recommendation for approval by the Superintendent or his or her designee, the request for tuition reimbursement shall be added to the agenda of a regular meeting of the BOARD for review and conditional approval with the understanding that the requirement to reimburse the TEACHER shall only occur upon the TEACHER having complied with all of the requirements imposed by this Article. In the event all requirements set forth through this Article are met by the TEACHER, no further action shall be required by the BOARD in order to have the tuition reimbursement processed and issued within the timeline outlined in paragraph A 1 of this Article.
9. A TEACHER shall be required to reimburse the BOARD for all funds received as tuition reimbursement in the event a TEACHER leaves the employment of the Pottstown School District within one (1) year of receiving a tuition reimbursement as outlined through this Article.

ARTICLE XII

PART-TIME TEACHERS

A. Part-Time Contractual TEACHERS

TEACHERS employed by the BOARD to work less than a full day or less than a full year under the provisions of a temporary professional or professional contract shall be entitled to full rights under this Agreement subject to the conditions set forth herein. Said TEACHERS shall:

1. Complete the duties and responsibilities assigned by the Administration and execute all BOARD policies and administrative regulations and be directly responsible to the building principal or immediate supervisor.
2. Be subject to the proper payment schedule as set forth in Article X of this Agreement.
3. Be paid on a salary step and educational level agreed upon at time of hire and shall move to the next increment of experience when a full year of service to the district has been completed. (Salary will be averaged. See example in Article X, Paragraph D, Page 12.)
4. Be members of the Public School Employees' Retirement System providing they meet the minimum requirements.
5. Be entitled to the following benefits only:
 - a. Sick Leave -The number of days to be prorated according to the percentage of time worked (based on 10 days for a full-time TEACHER) ; e.g., a half-time (50%) TEACHER working Monday to Friday, a.m. only, would be entitled to 10 half days of leave. A TEACHER working Monday, Wednesday, and Friday full days would be entitled to 60% or 6 days of leave.
 - b. Group Health Insurance and the Health and Welfare Benefits -Should a TEACHER, as herein defined, elect to participate in such programs, the BOARD will pay a prorated percentage of the total applicable insurance premiums based on the percentage of time the TEACHER is contracted, multiplied by the percentage of premium paid by the BOARD. (Said TEACHER shall remit to the BOARD the remaining premium amount should such coverage be desired.)
 - c. Short-Term Unpaid Leave -Part-time contractual TEACHERS shall be entitled to short-term unpaid leave under provisions of Article XXX of this Agreement.
6. Not be entitled to the following benefits:
 - a. Group Income Protection Insurance
 - b. Group Life Insurance
 - c. Personal Leave of Absence
 - d. Emergency Leave of Absence
 - e. Any additional benefits not enumerated in Section A, No.5 of this Article.

7. Be awarded seniority calculated for each day worked. Upon accumulation of 190 full days worked, the TEACHER will be credited with an additional year of seniority.

B. Long Term Substitute and Regular Part-Time TEACHER

TEACHERS employed by the BOARD to fill a temporarily vacated, but not vacant position, shall be considered regular part-time TEACHERS to the extent allowed under the law. None of the provisions of this Article VIII pertain to substitute TEACHERS employed on a day-to-day basis. Regular part-time TEACHERS shall be entitled to full rights under this Agreement subject to the conditions set forth in this Article and Agreement. Regular part-time TEACHERS shall:

1. Complete the same duties and responsibilities as a contracted TEACHER including executing all BOARD policies and administrative regulations and be directly responsible to the building principals or immediate supervisor.
2. Be paid on a per diem basis at the following rates:

2010-11	\$194.00 per full day
2011-12	\$194.00 per full day
3. Be members of the Public School Employees' Retirement System, if applicable.
4. Be entitled to the following benefits only:
 - a. Sick Leave -The number of days to be prorated according to the percentage of time worked (based on ten (10) days for a full-time TEACHER.)
 - b. Group Health Insurance -The BOARD will contribute toward the cost of the premium in accordance with Article XX of the Agreement, for those TEACHERS who elect to participate. Following termination of employment, a TEACHER shall be allowed to continue his/her coverage in accordance with the Consolidated OmnibusBudget Reconciliation Act of 1985 (COBRA) regulations. The continued coverage will be at the TEACHER'S expense.
 - c. Health and Welfare Benefits -The BOARD will contribute the following amounts for Health and Welfare Benefits for regular part-time TEACHERS.

2010-11 -The BOARD's contribution shall not exceed \$130.00 per TEACHER per year.
2011-12 -The BOARD's contribution shall not exceed \$130.00 per TEACHER per year.

See Article XXII for details of Health and Welfare Benefits.
 - d. Short-Term Unpaid Leave under the provisions of Article XXX of this Agreement.

5. Not be entitled to the following benefits:
 - a. Group Income Protection Insurance
 - b. Group Life Insurance
 - c. Personal Leave
 - d. Emergency Leave
 - e. Jury Duty
 - f. Accumulated and unpaid sick time unless awarded a contract or granted another long term substitute position in the immediately following school year.
 - g. Any additional benefits not covered in Section B, No.5, of this Article.
 6. Regular part-time TEACHERS working for a part-time contractual TEACHER shall receive the same per diem rate of pay and the same benefits enumerated in Section B, No.4, except that the stated pay and benefits shall be prorated according to the percentage of time worked.
- C. None of the provisions of this Article XII pertain to substitute TEACHERS employed on a day-to-day basis.

ARTICLE XIII

EXTRA DUTY SALARIES

- A. Compensation for Department Chairs for which supplemental positions have been established shall be paid in accordance with the extracurricular activities schedule. Department Chairs may be disciplined or removed only in accordance with Article XXXVII of this Agreement. All other curriculum and extracurricular positions shall be appointments for one year only, terminable at the end of such year at the will of the BOARD with or without just cause in its sole discretion, but terminable during such year only in accordance with Article XXXVII
- B. Compensation for curriculum or extracurricular activities for which supplemental positions have been established shall be paid in accordance with the extracurricular activities salary schedule.
1. The extracurricular activities salary schedule for the 2010-11 school year is attached hereto, made a part hereof, and marked **Exhibit "E"**.
 2. The extracurricular activities salary schedule for the 2011-12 school year is attached hereto, made a part hereof, and marked **Exhibit "F"**.
- C. The following procedures will govern the administration of the salaries for extracurricular activities covered by this Contract.
1. Unless otherwise stated below, a TEACHER shall enter at level one and move to level two after a full year of experience, and move from level two to level three after an additional year of experience in the same activity in the same educational level (Elementary, Middle School, and High School).
 2. A TEACHER accepting a coaching position in another activity will be placed on the first level.
 3. A TEACHER who served as an assistant coach in an activity at the Middle School for two or more years and then accepts a position as an assistant coach at the High School in the same activity will be placed on the second level.
 4. A TEACHER who served as an assistant coach in an activity at the Middle School for any number of years and accepts a position of head coach at the High School in the same activity will be placed on the first level.
 5. A TEACHER who served as a head coach at level three at the Middle School and accepts an assistant position in the same activity at the Middle School will be placed on the third level.
 6. A TEACHER who served as a head coach at level three at the Middle School and accepts an assistant position in the same activity at the High School will be placed on the third level.

7. A TEACHER who served as head coach at level three at the Middle School and accepts a head coach position in the same activity at the High School will be placed on the second level.
8. A TEACHER who served as head coach at the High School and accepts an assistant position in the same activity at the High School or the Middle School will be placed on the third level.
9. A TEACHER who served as head coach at the High School and accepts a head coach position in the same activity at the Middle School will be placed on the third level.
10. A TEACHER who served as an assistant coach in an activity at the High School for two or more years and accepts a position of head coach at the High School in the same activity will be placed on the second level.
11. A TEACHER who served as an assistant coach in an activity at the Middle School for two or more years and accepts a position of head coach at the Middle School in the same activity will be placed on the second level.
12. A TEACHER who served as an assistant coach at level one at the High School and accepts a head coach position in the same activity at the Middle School will be placed on the second level.
13. A TEACHER who served as an assistant coach at level two or level three at the High School and accepts a head coach position at the Middle School will be placed at the third level.
14. Experience as a coach in a sport during employment with another school district may be considered by the BOARD when establishing beginning salary.
15. A TEACHER who completes nine (9) years of continuous service in the same activity will move to the fourth level.
16. A TEACHER who completes fourteen (14) years of continuous service in the same activity will move to the fifth level.
17. Compensation for extended-season competition will be administered in accordance with **Exhibit "G"**.

ARTICLE XIV

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

TEACHERS employed between September 1, 2010 through August 31, 2012 for summer school, evening school, homebound, and curriculum development work performed during other than the regular working hours shall be paid at the hourly rate indicated:

2010-11	\$29.00 per hour
2011-12	\$29.00 per hour

ARTICLE XV

REIMBURSEMENT FOR IN-DISTRICT TRANSPORTATION

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

ARTICLE XVI

REIMBURSEMENT FOR EXPENSES -PROFESSIONAL MEETINGS

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

Breakfast	\$ 8.00
Lunch	\$12.00
Dinner	\$20.00

- B. In lieu of the above individual allotments, a TEACHER may be granted a flat Forty Dollars (\$40.00) per day for any full day for meals not covered or provided by the conference/event registration fee while attending a professional meeting or conference, not to exceed actual cost. Luncheon meetings and banquets shall be reimbursed at actual costs. A TEACHER must submit all receipts together with a copy of the conference/event registration form to the Business Office in order to be reimbursed as provided for in this Article XVI.

Transportation costs will be paid as follows:

Automobile	Same rate as indicated in Article XV
Air	Tourist or Charter rate
Bus/Train	Standard Rates

ARTICLE XVII

METHOD OF PAYMENT

- A. Salary checks for TEACHERS will be issued on a biweekly basis over a twelve-month period except for requests approved under the provisions of Paragraphs F and G of this Article XVII.
- B. TEACHERS employed on a ten (10) month contract will receive their first paycheck on the second pay date of the month during the month of September of each year.
- C. TEACHERS, new or continuing, who begin work with the district after the first day of the school year will be paid their salary calculated by their per diem rate times (x) the number of days remaining in the school year divided by the number of pay periods remaining for the school year including the four summer pays. TEACHERS on paid sick leave, emergency leave, or unpaid leave of absence in accordance with Article XXX of this agreement shall be considered as working. TEACHERS may request to be paid on a per diem basis.
- D. TEACHERS absent without pay for an extended period of time during the school year shall have their salary payments recalculated and be paid the adjusted salary divided by the number of pay periods remaining in the school year including the four summer pays. TEACHERS may request to be paid on a per diem basis.
- E. TEACHERS resigning their position with the BOARD will be paid the remaining salary due them not later than one pay period after the effective date of their resignation.
- F. TEACHERS who desire payment for the balance of the contract salary due them at the end of the school year may receive one lump sum payment on or before July 31st of each year of this Agreement provided that a written request for same is presented to the Business Administrator by January 1st of the school year in which the TEACHER wishes to receive said lump sum payment. TEACHERS who wish to receive their lump sum payment in each of the school years included in the terms of this Agreement may so indicate and such requests shall be honored by the administration. Lump sum payments shall be limited to the first fifty (50) TEACHERS making this request for any single school year.
- G. TEACHERS who desire payment of the balance of contract salary due them at the end of a school year to meet expenses of an emergency or for exceptional reasons may request one lump sum payment on the dates indicated in the preceding paragraph. Requests for lump sum payments for emergency or for exceptional reasons shall be submitted in writing to the Business Administrator on or before June 1st. These requests will be reviewed for payment by a committee of three (3) consisting of a representative appointed by the FEDERATION President, a representative appointed by the BOARD President, and the Business Administrator.
- H. In the event an error is made in accounting/computing salary by the office of the Business Administrator or any other authorized School District personnel, and

notification of such error is communicated to the TEACHER in writing within ten (10) working days following the issuance of the payment, the TEACHER shall be required to return all such overpaid funds to the School District within ten (10) working days of receiving such notification. If, however, the TEACHER is notified of the error beyond the initial ten (10) day period, the TEACHER shall have ten (10) working days within which to either return all such overpaid funds to the School District or arrive at a satisfactory payment schedule with the School District. In the event it is determined that the School District has underpaid a TEACHER, the School District, upon verifying the underpayment, shall have ten (10) working days to issue said unpaid funds to the TEACHER.

ARTICLE XVIII

SENIORITY

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

ARTICLE XIX

REDUCTION IN FORCE

The selection of TEACHERS (except for temporary professional employees) for suspension shall be accomplished on the basis of seniority earned with continuous employment as a TEACHER in the Pottstown School District, provided that in computing seniority there shall be no credit or accrual of seniority during unpaid leaves of absence beyond six days in any one school year, except as otherwise provided in Article XXX, B.

ARTICLE XX

GROUP HEALTH INSURANCE

- A. The FEDERATION and the BOARD hereby agree that the plan known as Personal Choice 10/20/70 shall be the core group health insurance plan for the Pottstown School District from September 1, 2010 through August 31, 2011. Beginning September 1, 2011 through the end of the term of this Agreement, the plan known as Personal Choice C2-F2-02 shall be the core group health insurance plan for the Pottstown School District.
- B. Beginning September 1, 2010 through August 31, 2011 the TEACHER shall contribute the sum of Fifty (\$50.00) Dollars per pay period toward the total cost of the premium for the Core Plan. Beginning September 1, 2011 through the end of the term of this Agreement, the TEACHER shall contribute the sum of Ninety (\$90.00) Dollars per pay period toward the total cost of the premium for the Core Plan. The contributions to be made by the TEACHER together with the annual increase as referenced through this subparagraph shall be reflected through the first pay period in the month of September of each year referenced through Article XI B.
- C. In addition to the Core Plan, the BOARD shall also make available to the TEACHER two additional health insurance plans beginning September 1, 2011. These plan options consist of the plan known as Personal Choice 10/20/70 as well as the plan known as Keystone Point of Service C1-F1-01. Any TEACHER electing coverage under the plan known as Personal Choice 10/20/70 shall be required to contribute the sum of Ninety (\$90.00) Dollars per pay period toward the total cost of the premium and, in addition to this per pay period contribution, shall contribute an amount equal to 100% of the difference in premium cost between the Core Plan and the plan known as Personal Choice 10/20/70. Any TEACHER electing coverage under the plan known as Keystone Point of Service C1-F1-01 shall be allowed to make a reduced contribution in the amount of Sixty (\$60.00) Dollars per pay period toward the total cost of the premium.
- D. The TEACHER through mandatory payroll deductions, shall pay the -amounts required by the TEACHER as outlined through this Article.
- E. A TEACHER may choose only one plan for health insurance coverage. Married couples, both of whom are working for the school district, shall be entitled to one health benefit plan.
- F. During the term of this agreement, each TEACHER who selects coverage under a plan and consents to the deduction from pay of the TEACHER'S cost of the health plan premium, as set forth above, as long as permitted under the Internal Revenue Code of 1986, as amended, the BOARD agrees to sponsor a "Cafeteria Plan" as set forth in the Internal Revenue Code, Section 125, and the regulations promulgated thereunder to permit TEACHERS eligible for health plan benefits to elect any of the following:
1. To select coverage under any of the health insurance plans listed in this Article and to pay the TEACHER'S share of the premiums determined above deducted from the TEACHER'S pay on a pre-federal income and FICA tax basis; or

2. To decline all coverage.
- G. Any changes to the TEACHER's election will be subject to the requirements of the Vendor of the applicable plan and applicable law, including, but not limited to, Internal Revenue Code, Section 125. The Section 125 Plan shall be the exclusive basis upon which such TEACHER may pay for the TEACHER's share of the premium cost.
- H. Under this Section 125 Plan, eligible TEACHERS shall, prior to the period of time designated by the BOARD as the "Plan Year", as required by federal tax law requirements, in addition to the option of selecting coverage under the health benefit plan for the upcoming Plan Year, also shall have the option to elect not to be covered under any BOARD sponsored health benefit plan.
- I. Any TEACHER who waives all coverage for the TEACHER, the TEACHER's spouse, and all dependent(s), or if the TEACHER does not have a spouse or dependent(s), then the TEACHER, for a contract year, shall be eligible to receive a cash bonus equivalent to 25% (i.e. \$1,513.98 based upon the cost of the core plan as of September 1, 2011) of single annual coverage cost relating to the Core Plan to be paid in January of the Plan Year. This election must be made annually during the open enrollment period in order to be eligible for the bonus referenced in this subparagraph and the failure to opt out of coverage will obligate the TEACHER to pay for single coverage for the ensuing enrollment period. In the event TEACHER and TEACHER'S spouse are both employed by the District, any TEACHER opting out of coverage in order to receive a cash bonus as referenced in this subparagraph shall be reimbursed at single rate coverage only.
- J. Any TEACHER who has so waived coverage and received a cash bonus and (i) is permitted under the terms of Section 125 Plan to revoke the TEACHER's waiver for the remainder of the contract year or (ii) terminates employment prior to the end of the school year for which coverage has been waived, agrees to reimburse the BOARD (and be deemed to have authorized the payroll withholding therefore) for an amount equal to the number of working days left in the contract year on the date of revocation or termination over the total working days in the school year times the cash bonus payment.
- K. This bonus is not considered as part of the TEACHER's base salary and will not be reported to the Pennsylvania School Employees' Retirement System (PSERS) for the purpose of retirement.
- L. A TEACHER may renew within one calendar year provided there has been a qualifying event and the carrier will allow such re-enrollment provided the TEACHER returns the bonus to the district in its entirety.
- M. The BOARD will pay the percentage of cost of the health plan premium, as described above, for the TEACHER, the TEACHER's spouse, and all unmarried children up to and including twenty-six (26) years of age. Unmarried dependent children in full-time attendance at an accredited secondary school, college or university, whose legal residence is the TEACHER's home may also be included as part of this insurance plan up to and including twenty-six (26) years of age. The ages listed in the subparagraph are subject to

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

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

ARTICLE XXI

PRESCRIPTION DRUG PLAN

- A. Beginning September 1, 2010 through August 31, 2011, the Prescription Drug Plan available for TEACHERS will include a Ten (\$10.00) Dollar co-pay for select formulary generic drugs, a Twenty (\$20.00) Dollar co-pay for select formulary brand-name drugs, and a Thirty-Five (\$35.00) Dollar co-pay for non-select formulary drugs. Beginning September 1, 2011 through the end of the term of this Agreement, the Prescription Drug Plan available for TEACHERS will include a Twenty (\$20.00) Dollar co-pay for select formulary generic drugs, a Thirty-Five (\$35.00) Dollar co-pay for select formulary brand-name drugs, and a Fifty (\$50.00) Dollar co-pay for non-select formulary drugs.
- B. Effective September 1, 2010 through the end of the term of the Agreement, the BOARD shall pay Ninety-Five (95%) percent of the total cost of the premium charge for the Prescription Drug Plans referenced in this Article with TEACHERS to be responsible to pay the difference in the premium through mandatory payroll deduction.
- C. Married couples, both of whom are working for the school district, are entitled to have only one (1) Prescription Drug Plan with the district.
- D. The district will institute an IRS Section 125 plan that will permit TEACHER's contributions for premiums deducted from the TEACHER's pay on a pre-federal income and FICA tax basis. The same terms and details for the Section 125 plan included in Article XX – Group Health Insurance (and in particular paragraphs F, G, H and J) pertain to the Prescription Drug Plan.
- E. Unmarried dependent children in full-time attendance at an accredited secondary school, college, or university whose legal residence is the TEACHER's home may also be included as part of this insurance plan up to and including 26 years of age. The ages listed in the subparagraph are subject to adjustment in accordance with applicable law as may be enacted during the term of this Agreement.
- F. Upon application to and acceptance by the insurance carrier, teachers may also include unmarried dependent children up to and including twenty-six (26) years of age who are incapable of self-support due to a physical or mental handicap which occurred prior to age 19, and who are eligible for coverage and were dependents prior to age 19. The ages listed in the subparagraph are subject to adjustment in accordance with applicable law as may be enacted during the term of this Agreement.
- G. The Prescription Drug Plan will be made available to TEACHERS and their dependents beginning with the day the TEACHER submits the required application forms to the school district business office, providing the TEACHER begins work before the fifteenth (15th) day of the month coverage is to begin. If the TEACHER begins work on the fifteenth (15th) day of the month or thereafter, coverage will be effective the first day of the following month. Following termination of employment, a TEACHER shall be allowed to continue coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) regulations. The continued coverage will be at the

TEACHER's expense.

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

ARTICLE XXII

HEALTH AND WELFARE BENEFITS

Subject to the contribution limits set forth herein, the BOARD shall contribute for each participating TEACHER the premiums certified by the Pennsylvania Federation of Teachers Health and Welfare Fund in order to provide dental, orthodontic, vision, and supplemental major medical insurance during the length of the contract. Said funds shall be administered by the PaFT Health and Welfare Fund and shall be subject to the rules and regulations thereof.

- A. 2010-11 -The BOARD'S contribution shall not exceed \$600.00 per teacher year.
- B. 2011-12 - The BOARD's contribution shall not exceed \$600.00 per teacher year.
- C. The Health and Welfare Benefits will be made available to TEACHERS and their dependents beginning with the day the TEACHER submits the required application forms to the school district Business Office, providing the TEACHER begins work before the fifteenth (15th) day of the month coverage is to begin. If the TEACHER begins work on the fifteenth (15th) day of the month or thereafter, coverage will be effective the first day of the following month. Following termination of employment, a TEACHER shall be allowed to continue in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) regulations. This continued coverage will be at the TEACHER'S expense.
- D. TEACHERS who are on sabbatical leave, or who are entitled to full payment of salary while on approved sick leave, bereavement leave, personal leave, emergency leave, and/or leave for serving on jury duty, continue to receive Health and Welfare benefits with the BOARD paying its share of the premium.
- E. TEACHERS on any type of unpaid leave of absence for one (1) to six (6) days inclusive in any one school year may continue to participate in the Health and Welfare plan with the BOARD paying its share of the premium.
- F. TEACHERS on any type of unpaid leave of absence for more than six (6) days in any one school year may continue to participate in the Health and Welfare plan at their own expense (but subject to the provisions of Article XXV) .The amount of monthly premium to be paid by the TEACHER shall be prorated on a daily basis.
- G. TEACHERS already having comparable Health and Welfare benefits coverage for themselves and/or their dependents may sign waiver cards electing not to carry this coverage and authorizing the school district to remove them from said coverage. The FEDERATION shall aid and assist in obtaining waivers from its members where double coverage would otherwise be involved.
- H. Booklets describing the details of the Health and Welfare benefits are available to TEACHERS in the school district Business Office.

ARTICLE XXIII

GROUP LIFE INSURANCE

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

- A. The BOARD will provide term life insurance for each TEACHER in the amount of \$35,000.
- B. TEACHERS who are on sabbatical leave or who are entitled to full payment of salary while on approved sick leave, bereavement leave, personal leave, emergency leave, and/or leave for serving on jury duty may continue their life insurance coverage with the BOARD paying its share of the premium.
- C. TEACHERS on any type of unpaid leave of absence for one (1) to six (6) days inclusive in anyone school year may continue to participate in the life insurance plan with the BOARD paying its share of the premium.
- D. TEACHERS on an unpaid leave of absence for more than six (6) days who intend to continue to be on an unpaid leave of absence shall have their group life insurance terminated at the end of the month during which they last actually worked unless they submit a written statement to the Business Administrator requesting that their life insurance coverage be continued.
- E. TEACHERS of the school district who continue their group life insurance while on an unpaid leave of absence for more than six days shall reimburse the school district for the cost of the premium.
- F. Certificates of insurance shall be issued to those TEACHERS participating in the plan which will fully describe detailed provisions regarding this coverage.

ARTICLE XXIV

DISABILITY/GROUP INCOME PROTECTION PLAN

- A. A Disability/Group Income Protection Plan comparable with that in effect during the 2009-10 school year shall continue during the term of this Agreement, the full premium cost to be paid by the BOARD.
- B. The following provisions and benefits shall be applicable:
 - 1. In the event that a full-time salaried TEACHER is absent from work as a result of an illness or an injury, the TEACHERS will be entitled to benefits beginning with the twenty-second (22nd) consecutive calendar day of absence or the first day after the TEACHER has used all accumulated sick leave, whichever occurs later.
 - 2. The amount of the benefits payable will be fifty percent (50%) of gross salary, not to exceed a benefit of \$2,000.00 per month.
 - 3. The Income Protection Plan will pay benefits for a period of fifty-two (52) weeks.
 - 4. All full-time salaried TEACHERS are automatically covered by the Income Protection Plan. There is no waiting period or medical examination required.
 - 5. TEACHERS are not entitled to Income Protection insurance benefits while drawing pay for sick leave, sabbatical leave, or any other type of salary payment made by the school district.
 - 6. TEACHERS on an unpaid leave of absence for more than six (6) days in a school year will not be covered by the Income Protection Plan, unless said absence is a result of personal illness or injury.
 - 7. If a TEACHER is absent as a result of an injury covered by Worker's Compensation insurance, the benefits under Worker's Compensation insurance will be deducted from those payable under the Income Protection Plan.
 - 8. The Income Protection Plan does not include any benefits for medical expenses.
- C. Income Protection insurance coverage will be continued at BOARD expense for TEACHERS who are entitled to full payment of salary while on an approved bereavement leave, personal leave, emergency leave, and/or leave to serve on jury duty. Coverage will also be continued at BOARD expense for TEACHERS on sick leave with or without pay.
- D. TEACHERS on any type of unpaid leave of absence for one (1) to six (6) days inclusive in any one school year or on childbearing leave will continue their income protection insurance coverage with the BOARD paying the full cost of the premium.
- E. TEACHERS on any type of unpaid leave of absence for more than six (6) days in any

one school year may not continue their income protection insurance coverage while on unpaid leave of absence except as noted in the two preceding paragraphs.

ARTICLE XXV

FAMILY AND MEDICAL LEAVE

- A. Each full-time employee will be allowed to utilize up to three (3) days of sick leave per school year for care of his/her immediate family. Additional days may be granted at the sole discretion of the Board. The days allowed for such purpose will be deducted from accumulated sick leave, and may be allowed only if such employee has a sufficient number of accumulated sick leave days, such that the use of days hereunder will not cause such employee's number of accumulated sick days to be less than ten (10).
- B. 1. The following provisions of this Article XXV of the Collective Bargaining Agreement apply only to leave taken pursuant to the Family and Medical Leave Act of 1993 (herein "the Act") .
2. Eligibility for leave taken pursuant to the Act shall be determined by the language of the Act itself; this section of the Agreement supplements and clarifies, but does not supersede, the mandates of the Act.
3. Consistent with the Act, employees are entitled to twelve (12) work weeks of unpaid leave for every twelve (12) consecutive calendar months and during which time period a TEACHER worked at least 1250 hours for the following:
- (a) care for a newborn child of an employee;
 - (b) placement of an adoption or foster child with employee;
 - (c) caring for an ill spouse, child, or parent of employee who has a serious health condition;
 - (d) employee unable to work due to a serious health condition of his/her own;
- In the case of leave taken for birth or adoption, leave may only be taken within the first twelve (12) months following the date of birth or placement/adoption.
4. The types of leave described in the preceding paragraph are not cumulative; an employee receives an aggregate of twelve (12) weeks per calendar year pursuant to the Act (ex. – employee does not receive twelve (12) weeks for newborn child and twelve (12) weeks for a serious health condition both within the same twelve (12) month period) .
5. In those areas where spouses both work for the district, the two of them receive only one twelve (12) week leave period per year for purposes of childbirth, adoption, or care of a seriously ill parent/spouse/child; each is entitled to a separate twelve (12) week leave as such might relate to his or her own serious health condition.
6. When leave relates to the birth of a child or the placement or adoption of a child, it shall be taken all at one time, and not intermittently.
7. Intermittent use of leave under the Act is permissible when related to a serious health condition, subject to the following:

- (a) when the need for intermittent use of the leave is foreseeable (ex. -scheduled periodic medical treatments) , and would comprise more than twenty (20) percent of the pupil days in that school term, the employee shall schedule the leave with the district in advance for fixed, predetermined intervals so that the district can arrange for the use of substitutes with minimal disruption, AND/OR at the election of the district, the teacher may be transferred for the duration of that school term to an alternative position which provides the same pay and benefits and which better accommodates recurring periods of leave so as to cause minimal teaching disruption.
 - (b) In addition to the above, if an employee seeks leave prior to the last five (5) weeks of the term, the leave is for at least three (3) weeks duration, and would be scheduled to bring the employee back to work during the last three (3) weeks of the school term, the district may, at its option, compel the leave to be extended to the end of the school term; similarly, the district may compel the leave to extend to the end of the term if it starts during the last five (5) weeks of the term, is at least two (2) weeks in duration, and would bring the employee back to work during the last two (2) weeks, or if it is taken during the last three (3) weeks of the school term and is at least five (5) days in duration.
8. Employee shall provide the district with at least thirty (30) days notice of an intention to take a leave pursuant to the Act. When the nature of a serious health condition or pregnancy or placement of a child makes it impossible to provide such notice, the employee shall provide notice as immediately as is practicable.
9. In the case of any leave that relates to a serious health condition, the employee shall obtain from his or her health care provider, and turn over to the district, a certification in the form attached hereto as **Exhibit "H"**, of the serious health condition which includes:
- (a) the date on which such condition commenced;
 - (b) the probable duration of the condition;
 - (c) a brief description of the medical facts upon which the diagnosis of the condition is made;
 - (d) as applicable, that the employee cannot perform his or her tasks, or that the employee is needed to care for his or her child/spouse/parent;
 - (e) when the leave is intermittent, the expected dates of the planned medical treatment and a statement that intermittent use of the leave is medically necessary;
 - (f) when intermittent and related to the care of the employee's child/spouse/parent, an additional statement that the employee's leave will assist in the recovery of that person.
10. The district may, in its sole discretion, and at its expense, order the employee to obtain a second opinion from a physician of the district's choosing, concerning any affirmation provided by the health care provider who issued the certificate, in the event that the second opinion differs from that which is stated in the original certification, the district and employee shall jointly agree upon a third health care provider to provide an opinion, at the expense of the district, and the opinion of that third health care provider shall be binding upon both parties.

11. The district may request that the employee obtain re- certifications from his or health care provider, on a reasonable basis.
12. In the event that an employee does not make a timely return following the conclusion of leave pursuant to this Act, then, unless the failure to return is for reasons beyond the control of the employee, the district may recover from the employee all premiums which were paid on the employee's behalf for health care coverage during the entire period of the preceding unpaid leave.
13. During the period of leave under the Act, the employee is not entitled to any accrual of seniority or employment benefits for the period of leave, and the employee retains only such rights, benefits and position of employment as would be held in the event that leave was not taken.
14. The district may from time to time and as it best sees fit contact any employee during a period of leave under this Act to determine the employee's status and intention to return to work.

ARTICLE XXVI

CHILDBEARING/CHILDREARING LEAVE OF ABSENCE

- A. Childbearing/Childrearing leaves of absence shall be granted in accordance with the provisions of this Article.
- B. Definitions
1. Childbearing- That period of time during which a TEACHER is physically disabled as a result of pregnancy (including miscarriage, abortion, and related disabilities) , and cannot perform her usual assigned duties.
 2. Childrearing- That period of time during which a TEACHER is no longer physically disabled, but continues on unpaid leave of absence, caring for the needs of her child. This particular paragraph shall be equally applicable to the mother and the father in accordance with current laws and regulations and includes children by birth or adoption.
 3. Pregnancy- The state of being in gestation. Pregnancy is a physiological process.
- Pregnant women, however, have a variable degree of disability on an individual basis during which time they are unable to perform their usual activities.
- C. Childbearing Leave of Absence
1. A TEACHER anticipating giving birth to a child may apply in writing to the Superintendent of Schools for childbearing leave of absence as soon as pregnancy is confirmed by a physician but shall make application not later than three (3) months after confirmation. This written notification shall include a statement indicating the anticipated date when the childbearing leave will begin.
 2. A TEACHER will begin a childbearing leave of absence at such time as her physician indicates that continued employment would be detrimental to the TEACHER or the students. For purposes of this paragraph only, a TEACHER shall be permitted to submit a note from a licensed nurse practitioner to begin paid childbearing leave indicating that continued employment would be detrimental to the TEACHER or the students. A confirming note from the TEACHER'S treating physician shall be provided to support, or deny, the determination rendered by the nurse practitioner within five (5) working days following the date of the original note from the nurse practitioner. In the event a note from the TEACHER'S treating physician is not received within the said five (5) day period, then and in that event, said leave of absence shall be unpaid and shall date back to the date the note from the nurse practitioner was first provided to the Superintendent of Schools or his/her designee.
 3. When the anticipated date of birth is established, the TEACHER shall inform the Superintendent of Schools. TEACHERS requesting a childbearing leave are urged to comply, to the extent possible, with the BOARD'S request that the TEACHER give notice of such actual date when childbearing leave will begin at least thirty (30) calendar days before such date.

4. Disability for childbearing
 - a. During the period of disability for childbearing, the TEACHER shall be entitled to the same pay and benefits as other temporarily disabled TEACHERS providing the TEACHER has sufficient sick leave days to cover the period of disability.
 - b. The period of disability for childbearing shall be assumed to be six (6) weeks.
 - c. Exceptions to this six (6) week period will be granted on an individual basis by the Superintendent of Schools depending upon justification and documentation from a physician. The BOARD may require a review and examination by a physician selected by it.
5. TEACHERS not requesting a childrearing leave are expected to return to work at the conclusion of the six week disability period. The Superintendent of Schools may request a statement from her physician stating that she is physically able to return to active employment.

D. Childrearing Leave

1. An approved childrearing leave of absence shall be in effect for a maximum of twelve (12) months following the birth of a child. At the discretion of the BOARD of School Directors, the childrearing leave of absence may be extended up to an additional twelve (12) months. No additional extensions will be considered by the BOARD.
2. The TEACHER shall notify the Superintendent of Schools in writing of her or his intention to return to work at least ninety (90) calendar days prior to the expiration of her or his childbearing/childrearing leave of absence. The Superintendent of Schools may request a statement from her physician stating that she is physically able to return to active employment.
3. The BOARD maintains a flexible position on when employees may return to service from childrearing leave and suggests that employees time the return from unpaid leave to fall on the start of a semester or school year. The BOARD also maintains the right to deny requests that may be detrimental to the welfare of children attending the Pottstown public schools, handicap the educational program, or reduce the efficiency of services that may result in increased costs to the school district.

E. Status of TEACHER on Childrearing Leave of Absence

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

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

1. A TEACHER will not suffer a loss in seniority which accrued immediately prior to the childbearing/childrearing leave of absence.
 2. A TEACHER while on childbearing /childrearing leave of absence will accrue time for seniority and salary increments only during the period of disability as described in Paragraphs C 4. a.b.c.
- G. Upon return to employment following a childbearing/childrearing leave of absence, the Pottstown School District shall offer the TEACHER the position she or he held prior to the childbearing/childrearing leave of absence or a substantially equivalent position (in pay and skill).

ARTICLE XXVII

PERSONAL LEAVE OF ABSENCE

- A. TEACHERS up to and including the fourth (4th) year of consecutive service with the BOARD are entitled to two (2) days of personal leave and those TEACHERS in their fifth (5th) year of consecutive service with the BOARD and thereafter are entitled to three (3) days of personal leave during the regular school term without loss of compensation in accordance with the following provisions.
- B. "Year of Consecutive Service" shall be defined so as to include the current year of employment with the Pottstown School District.
- C. "Day(s) " refer to the number of days allowed during a school year without the loss of pay.
- D. The following conditions govern the approval of requests for personal leave days:
 - 1. TEACHERS requesting personal leave shall complete the proper form, receive approval of their building principal and then submit the required form to the Superintendent's office at least five (5) calendar days in advance. Approved personal leave days will not be canceled without two (2) working days notice.
 - 2. A TEACHER may use all of their personal leave of absence on consecutive working days within a given school year.
 - 3. Personal leave days may not be used the working day before or the working day after the December winter vacation or the spring vacation.
 - 4. Personal leave days may not be used in conjunction with an unpaid leave of absence.
 - 5. The number of requests approved for personal leave for any day will be limited to two (2) TEACHERS assigned per elementary school, three (3) for the Middle School, and five (5) for the Senior High School, the total number for the district not to exceed four percent (4%) of the total number of TEACHERS employed by the BOARD. If the number of requests received exceeds the stated maximums, they will be approved in the order received in the office of the Superintendent of Schools.
 - 6. No personal leave days may be used the first ten (10) working days of the school term or the last ten (10) working days of the school term or any day or days when an in-service program is scheduled in the district. Exceptions will be made for approved days that fall on in-service days and/or the working day before or the working day after the winter vacation and/or spring vacation that have been scheduled after the approval of the personal day.
 - 7. A TEACHER may convert one (1) personal day to an emergency day so long as the request to do so complies with the requirements involving emergency leaves of absence as hereinafter set forth in Article XXVIII.

8. No reason will be required of the TEACHER regarding the request for personal leave.
9. TEACHERS shall not request a personal leave day for any reason that may reflect negatively on either the teaching profession or the BOARD.
10. Any unused personal leave will automatically be added to the TEACHER'S accumulated sick leave unless the TEACHER submits a written request to the Business Administrator by June 15th exercising the option to be paid at the rate of \$20 per day.

ARTICLE XXVIII

EMERGENCY LEAVE OF ABSENCE

- A. TEACHERS, up to and including their nineteenth consecutive year of service with the BOARD, are entitled to one (1) day of emergency leave and those TEACHERS with twenty (20) or more years of consecutive service with the BOARD are entitled to two (2) days of emergency leave during the school term without loss of compensation. Requests for emergency leave of absence shall be submitted on the proper form to the Superintendent of Schools in advance of the day of absence whenever possible.
- B. "Year of Consecutive Service" shall be defined so as to include the current year of employment with the Pottstown School District.
- C. "Day(s)" refers to the number of days allowed during a school year without the loss of pay.
- D. Emergency leave of absence shall be granted TEACHERS for the following reasons:
1. Disaster to a TEACHER'S home or personal property.
 2. Serious accident or illness to a member of the immediate family as defined in Section 1154(b) of the Public School Code of Pennsylvania, as amended.
 3. Birth or adoption of a son or daughter.
 4. Funeral of a close friend.
 5. Appearance as a plaintiff, defendant or witness in a legal case.
 6. Son or daughter leaving for overseas military service (one day -one additional day, if TEACHER qualifies, if point of departure is more than 300 miles from Pottstown).
 7. Physical examination required for induction into any of the United States Armed Services.
 8. Transporting a TEACHER's dependent child to or from a secondary or post secondary educational institution at the beginning or end of a school year.
 9. Attending a graduation ceremony of a TEACHER's dependent child from a secondary or post secondary educational institution.
 10. Marriage of a member of the TEACHER'S immediate family (restricted to one day). Immediate family shall be defined as a father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, life partner, or relative who resides in the same household as the TEACHER or any person with whom the TEACHER has made his/her home.

ARTICLE XXIX

BEREAVEMENT LEAVE

A. When a TEACHER shall be absent from duty because of a death in the immediate family of said Teacher, there shall be no deduction in salary for an absence not in excess of five (5) school days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, life partner, or relative who resides in the same household or any person with whom the Teacher has made his home.

B. When a TEACHER is absent because of the death of a near relative, there shall be no deduction in the salary for absence on the day of the funeral. A near relative shall be define as first cousin, grandfather, grandmother, grandson, granddaughter, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

ARTICLE XXX

UNPAID LEAVE OF ABSENCE

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

ARTICLE XXXI

JURY DUTY

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

ARTICLE XXXII

ACCUMULATED SICK LEAVE PAYMENT

A. Retirement:

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

By multiplying \$40 x the number of days of accumulated sick leave.
4. The number of days of accumulated sick leave in this article shall refer to only those days earned while employed by the Pottstown School District. Days of sick leave earned while employed by the Pottstown School District shall always be used first in the event of absence as a result of illness or accident before determining the amount to be paid to the TEACHERS under provisions of this article.
5. Notification of Retirement - (1) TEACHERS planning to retire at the end of the school year shall notify the Superintendent of Schools in writing, on or before April 1, immediately prior to the effective date of the planned retirement, if retirement is to be effective at the end of the school year; (2) or at least seventy-five (75) days prior to the effective date of retirement, if retirement is scheduled during the school year. These requirements, for notice of intentions, may be waived by the BOARD of School Directors for reasons of illness or urgent family circumstances.

6. Payments under provisions of the previous paragraphs shall be made within sixty (60) days of the last date employed.
7. Upon the death of a full-time TEACHER, the Pottstown School District shall make a payment for unused sick leave, in the same manner as described in this Article for those members of the bargaining unit that retire.
 - a. In this case, the payment shall be made payable to said TEACHER'S beneficiary as designated on either the group life insurance certificate or as otherwise specified.
 - b. In the event that the TEACHER was not participating in the group life insurance plan or there is no designated beneficiary, said payment shall be made to the TEACHER's estate.
 - c. Paragraph 7 applies only to TEACHERS who had at least ten (10) consecutive years of service with the Pottstown School District immediately prior to the time that death occurred.
 - d. Payments made under the provisions of this paragraph shall be made within sixty (60) days after the date of death.

B. Severance Pay

1. Upon termination of service other than retirement as stated in Section A of this Article, TEACHERS shall receive severance pay for all unused sick days up to a maximum of three hundred (300) days. Thirty Dollars (\$30.00) shall be the value of each unused day. TEACHERS will be eligible providing that:
 - a. The TEACHER is a full-time professional employee.
 - b. The TEACHER has a minimum of fifteen years of continuous service with the district.
 - c. The TEACHER has a satisfactory rating for the year of the termination of service.
2. Payments will be made sixty (60) days after the termination date provided, however, that \$750 will be withheld for six (6) months, and then paid to the TEACHER, unless the TEACHER has been employed in another district in the Commonwealth of Pennsylvania. Should the TEACHER become employed in another district within the six (6) month period, then the number of accumulated unused sick leave days for which such TEACHER shall be eligible to receive Severance Pay shall be reduced by the actual number of such days recognized by the new district for sick leave and Severance Pay purposes.

ARTICLE XXXIII

FEDERATION LEAVE

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

ARTICLE XXXIV

MEMBERSHIP DUES DEDUCTIONS

A. Deduction from Salary

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

B. Equal Installments

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

C. List Supplied to BOARD

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

D. Authorization Cards

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

(Sample Authorization Card Follows)

PAYROLL DEDUCTION AUTHORIZATION
FOR THE FEDERATION OF POTTSTOWN TEACHERS

This is to authorize equal deductions from my pay for professional dues for the FEDERATION OF POTTSTOWN TEACHERS, PaFT, AFT.

I understand that I may cancel this authorization between the dates of August 15 and August 31 of any year provided that I do so by sending such written notification to both the FEDERATION and the BOARD by certified mail, return receipt requested.

Signature

Date

ARTICLE XXXV

AGENCY FEE

- A. Employees in the bargaining unit who are not members of the Federation as of the commencement of the 1991-92 school year shall be required to pay to the Federation an "agency fee" for services rendered as the exclusive bargaining agent for the school year in question. For purposes of this article, "agency fee" shall mean the fair share of the costs of services rendered by the Federation that are chargeable to non-members under state law.
- B. The BOARD, on or before September 1 of the then current year, will provide the Federation with a list of the names and last known addresses of all bargaining unit members. The BOARD will also provide the Federation with the name and last known address of an employee hired after September 1, such notice to be provided within thirty (30) days after the date of hire.
- C. By October 1 of the then current year, the Federation shall provide the BOARD with the names of bargaining unit members who are non-members of the FEDERATION, the amount of the "agency fee," and a payment schedule for the deduction of the fee. The payment schedule shall be similar to the calendar dates established for payroll deductions for Federation members. For employees hired after October 1, the Federation will provide the district with the amount of the fee and the payment schedule for deduction of the fee within thirty (30) days after receipt of notice from the district of such employee's hiring. The BOARD will deduct such fee from the paychecks of each non-member in accordance with the schedule provided and shall transmit the amount deducted to the Federation treasurer within thirty (30) days.
- D. The BOARD assumes no responsibility for funds beyond turning them over to the Federation treasurer within the time specified.
- E. In the event a non-Federation member employee leaves the employment of the district prior to the final payroll deduction for the agency fee payment, the Board assumes responsibility for no deduction or agency fees beyond the collection of the necessary deduction for the employee's final pay period.
- F. The Federation shall indemnify, defend, and hold harmless the district, the BOARD, each individual BOARD member, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, loss or expense, liability, claims for back pay, attorney's fees, court or administrative agency costs, grievances, or any other liability that shall arise out of action taken by the Board or the Federation for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any such provisions.

ARTICLE XXXVI

MAINTENANCE OF MEMBERSHIP

- A. The parties agree that all TEACHERS who are dues paying members of the FEDERATION shall remain members for the duration of the Agreement, with the exception that those teachers who wish to resign from the FEDERATION may do so by notifying both the FEDERATION and the BOARD by certified mail, return receipt requested, during the period between August 15 and August 31 each year.

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

ARTICLE XXXVII

JUST CAUSE

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

ARTICLE XXXVIII

FEDERATION RIGHTS

- A. A copy of any notice, relating to TEACHERS generally, in whole or in part, shall be sent to the FEDERATION at the same time it is distributed to TEACHERS.
- B. A copy of all vacant bargaining unit positions, exclusive of regular part-time positions, shall be sent to the FEDERATION at the same time said positions are posted.
- C. Authorized FEDERATION representatives shall have the right to meet at mutually agreeable times with the Superintendent, his/her assistants, and building principals, for the purpose of exchanging information, clarifying problems, and discussing "meet and discuss" issues, as well as problems related to the implementation of this agreement; provided that, at such meetings, grievances shall not be proper subject for discussion. Either party may request such meetings.
- D.
 - 1. The FEDERATION shall have the right to hold meetings at work sites within the district before or after the work day. In the event of a group meeting, the FEDERATION will follow the procedure outlined in BOARD policy.
 - 2. The FEDERATION shall have the right to use the school mail system and/or mailboxes in and between buildings for the purpose of communication with TEACHERS.
 - 3. The FEDERATION shall have the right to post notices of activities and matters of FEDERATION concern on bulletin boards located in faculty rooms.
- E. The BOARD shall furnish to the FEDERATION a copy of the agenda and all supporting data related to the bargaining unit, exclusive of confidential materials, for each scheduled BOARD meeting. The Secretary of the BOARD shall provide said materials to the FEDERATION at the same time such materials are given to the BOARD. Further, the BOARD shall provide the FEDERATION with one copy of the BOARD policy manual and shall update said manual as new policies are enacted.
- F. The BOARD shall provide to the FEDERATION two copies of the annual school directory at the same time said directory is furnished to the TEACHERS.
- G. The BOARD and the FEDERATION shall "meet and discuss" the school calendar prior to the BOARD'S adoption of said calendar for the following year. After said calendar is adopted, only those days indicated for possible change may be altered without mutual agreement of the parties.
- H. The FEDERATION shall have the right to meet with the Superintendent of Schools to discuss FEDERATION concerns and educational issues.
- I. Whenever any representative of the FEDERATION or any TEACHER participates with the BOARD during working hours, in either negotiations, grievance proceedings, conferences, proceedings before the Pennsylvania Labor Relations Board, court cases, or meetings which are mutually agreed upon, he/she shall suffer no loss in pay or benefits.
- J. The administration will present the FEDERATION president with a roster of each TEACHER'S

building assignment on or before, but no later than, ten (10) calendar days before the first scheduled day of each school year. This list shall not be published or distributed.

ARTICLE XXXIX

TEACHER REPRESENTATION

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

ARTICLE XXXX

GRIEVANCE PROCEDURE

A. PURPOSE

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

B. DEFINITIONS

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

C. PROCEDURE

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

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

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

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

LEVEL FOUR. If the action in Level Three above fails to resolve the grievance to the satisfaction of the aggrieved parties, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved person or persons, may, within five (5) school days after a decision by the Superintendent or

within fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request, in writing, the FEDERATION submit the grievance to arbitration. The grievance may be submitted to arbitration within fifteen (15) school days after receipt of request by the aggrieved person, if the FEDERATION desires to follow this action.

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

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

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

D. GENERAL GRIEVANCE REGULATIONS

1. Meetings and/or hearings connected with the grievance processes shall not be open to the public.
2. Time Limits. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum. The failure of the aggrieved party to comply with the time limitations shall be a waiver of the right of the aggrieved party to proceed with the grievance. The time limits specified may be extended by mutual agreement.
3. Year-End Grievance. In the event of a grievance being filed at such time that it cannot be processed through all the steps in this grievance procedure, by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced, if mutually agreed upon by both parties. In the event the grievance could not result in irreparable harm to a party in interest, the time limits set forth herein may be reduced, if mutually agreed upon by both parties. In the event the grievance could not result in irreparable harm, the processing of the grievance, if mutually agreed upon by both sides, may be postponed until the following school year.

4. It shall be the policy of the BOARD to assure to every TEACHER the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional or employment status.
5. A grievance may be withdrawn at any level without prejudice or record and cannot be reopened.
6. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits herein, shall be deemed to be acceptance of the decision rendered at that level.
7. Any grievance not answered by the respective school authority within the prescribed time limits shall be automatically referred to the next step of the grievance procedure.
8. The FEDERATION may file a grievance in its own behalf or on behalf of a TEACHER, with the consent of said TEACHER.

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

POTTSTOWN SCHOOL DISTRICT

BY: Richard C. Huss
Richard C. Huss, President

ATTEST: Linda S. Adams
Linda S. Adams, Secretary

FEDERATION OF POTTSTOWN TEACHERS

BY: Elisabeth A. Yoder
Elisabeth A. Yoder, President

ATTEST: Jacinda Bartolucci
Jacinda Bartolucci, Secretary

Salary Schedule 2010-11

step	STD	BACH	B+15	MAST	M+15	M+30
	or	or	or	or	or	or
	Vocational Intern Cert	Vocational Intern Cert	Vocational I Cert.	Vocational II Cert	Vocational II Cert +15	BS in CTE (or trade area)
A	43,335	43,335	43,957	45,485	47,440	48,878
B	43,335	43,335	43,957	45,485	47,440	48,878
1	43,335	43,335	43,957	45,485	47,440	48,878
2	43,609	43,609	44,209	45,796	47,784	49,359
3	43,921	43,921	44,545	46,184	48,205	49,859
4	44,262	44,262	44,955	46,608	48,653	50,364
5	44,684	44,684	45,396	47,092	49,158	51,121
6	45,184	45,184	45,951	47,601	49,689	52,951
7	45,745	45,745	46,525	48,145	50,235	54,917
8	46,285	46,285	47,172	48,949	50,811	56,906
9	46,677	46,677	47,871	49,929	51,445	58,876
10	47,890	47,890	49,169	51,248	52,839	60,844
11	49,039	49,039	50,383	52,750	54,554	62,803
12	50,199	50,293	51,562	54,358	57,341	64,921
13	52,268	52,772	53,060	58,681	61,909	70,024
14	56,380	57,151	58,515	64,953	67,929	75,219
15	64,938	65,368	65,982	73,020	75,731	80,773
16	72,367	72,828	75,347	82,549	85,184	87,395

Salary Schedule 2011-12

step	STD	BACH	B+15	MAST	M+15	M+30
	or Vocational Intern Cert	or Vocational Intern Cert	or Vocational I Cert.	or Vocational II Cert	or Vocational II Cert +15	or BS in CTE (or trade area)
A	43,768	43,768	44,397	45,940	47,914	49,367
B	43,768	43,768	44,397	45,940	47,914	49,367
1	43,768	43,768	44,397	45,940	47,914	49,367
2	44,045	44,045	44,651	46,254	48,262	49,853
3	44,360	44,360	44,990	46,646	48,687	50,358
4	44,705	44,705	45,405	47,074	49,140	50,868
5	45,131	45,131	45,850	47,563	49,650	51,632
6	45,636	45,636	46,411	48,077	50,186	53,481
7	46,202	46,202	46,990	48,626	50,737	55,466
8	46,748	46,748	47,644	49,438	51,319	57,475
9	47,144	47,144	48,350	50,428	51,959	59,465
10	48,369	48,369	49,661	51,760	53,367	61,452
11	49,529	49,529	50,887	53,278	55,100	63,431
12	50,701	50,796	52,078	54,902	57,914	65,570
13	52,791	53,300	53,591	59,268	62,528	70,724
14	56,944	57,723	59,100	65,603	68,608	75,971
15	65,587	66,022	66,642	73,750	76,488	81,581
16	73,091	73,556	76,100	83,374	86,036	88,269

Exhibit D

Salary Schedule Step Placement

2009-2010	2010-2011	2011-2012
		A
	A	B
A	B	1
B	1	
1		
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16

2010-2011

CO-CURRICULAR ACTIVITIES SALARY SCHEDULE

<u>Category</u>	<u>Lvl 1</u> (1 yr)	<u>Lvl 2</u> (2 yrs)	<u>Lvl 3</u> (3-9 yrs)	<u>Lvl 4</u> (10-14 yrs)	<u>Lvl 5</u> (15+ yrs)
A. Football					
Senior High Head	5,491	6,355	7,224	7,584	7,947
Senior High Assistant	3,845	4,449	5,059	5,312	5,564
Middle School Head	3,290	3,811	4,330	4,545	4,763
Middle School Assistant	2,304	2,670	2,999	3,149	3,299
B. Basketball (Boys)					
Basketball (Girls)					
Wrestling					
Senior High Head	4,523	5,394	6,257	6,570	6,883
Senior High Assistant	3,163	3,772	4,380	4,598	4,819
Middle School Head	2,722	3,238	3,854	4,047	4,239
Middle School Assistant	1,900	2,264	2,627	2,758	2,889
C. Baseball					
Hockey					
Lacrosse					
Soccer					
Softball					
Track (Boys)					
Track (Girls)					
Cross Country					
Senior High Head	3,391	4,041	4,697	4,933	5,167
Senior High Assistant	2,374	2,889	3,282	3,447	3,611
Middle School Head	2,040	2,421	2,889	3,032	3,176
Middle School Assistant	1,425	1,696	1,968	2,066	2,165
D. Golf					
Tennis (Boys)					
Tennis (Girls)					
Senior High Head	2,167	2,818	3,469	3,644	3,816
Senior High Assistant	1,518	1,955	2,388	2,506	2,627
Middle School Head	1,298	1,735	2,167	2,275	2,385
Middle School Assistant	1,090	1,298	1,518	1,594	1,668
E. Senior High Football					
Equipment Manager	1,322	1,547	1,763	1,851	1,939
F. Winter Track					
	1,250	1,467	1,693	1,777	1,862

2010-2011

CO-CURRICULAR ACTIVITIES SALARY SCHEDULE

<u>Category</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
	(1 yr)	(2 yrs)	(3-9 yrs)	(10-14 yrs)	(15+ yrs)
G. Music					
Senior High Band Director	4,979	5,768	6,555	6,883	7,210
Senior High Band Assistant	1,298	1,518	1,735	1,821	1,907
Senior High Stage Band	1,968	2,557	3,148	3,307	3,464
Senior High Show Choir	1,968	2,557	3,148	3,307	3,464
District Accompanist	654	1,246	1,830	1,920	2,013
Middle School Band Director	1,518	1,735	1,955	2,053	2,150
Middle School Band Front	1,090	1,298	1,518	1,594	1,668
Middle School Stae Band	654	1,264	1,830	1,920	2,013
Middle School Chorus	1,518	1,735	1,955	2,053	2,150
H. Troiad					
Editorial	1,696	2,374	3,080	3,234	3,390
Business Manager	1,229	1,716	2,231	2,340	2,454
I. Newspaper					
Senior High Editorial	1,518	1,955	2,388	2,506	2,627
Senior high Business	329	539	758	796	836
Middle School	1,213	1,458	1,653	1,736	1,819
J. Stage Management					
Senior High	1,478	1,694	1,907	2,003	2,099
Middle School	870	1,090	1,298	1,362	1,427
K. Culinary Manager					
	1,478	1,694	1,907	2,003	2,099
L. Cheerleaders					
Senior High FTB Winter (B&W)	1,385	1,605	1,821	1,913	2,003
Middle School FTB Winter (B&W)	830	964	1,092	1,146	1,203
M. Dramatics					
Senior High All School Play	1,298	1,518	1,735	1,821	1,907
Senior High Drama Club	1,298	1,518	1,735	1,821	1,907
Middle School Dramatics	870	1,090	1,298	1,362	1,427

2010-2011

CO-CURRICULAR ACTIVITIES SALARY SCHEDULE

<u>Category</u>	<u>Level 1</u> (1 yr)	<u>Level 2</u> (2 yrs)	<u>Level 3</u> (3-9 yrs)	<u>Level 4</u> (10-14 yrs)	<u>Level 5</u> (15+ yrs)
N. National Honor Society					
Honor Society	870	1,090	1,298	1,362	1,427
DECA	870	1,090	1,298	1,362	1,427
HOSA	870	1,090	1,298	1,362	1,427
VICA-Skills USA	870	1,090	1,298	1,362	1,427
Student Council					
Senior High	870	1,090	1,298	1,362	1,427
Middle School	654	870	1,090	1,114	1,198
Elementary Saftey Patrol	870	1,090	1,298	1,362	1,427
Reading Olympics Coordinator	870	1,090	1,298	1,362	1,427
Senior High Key Club	870	1,090	1,298	1,362	1,427
Senior High Athletic Assn	870	1,090	1,298	1,362	1,427
Senior High Anchor	870	1,090	1,298	1,362	1,427
Senior High History Day	870	1,090	1,298	1,362	1,427
Junior Honor Society	654	870	1,090	1,114	1,198
O. Middle School Builders Club	654	870	1,090	1,114	1,197
Future Teachers Club	654	870	1,090	1,114	1,197
Academic Challenge	870	1,090	1,298	1,362	1,427
Debate	870	1,090	1,298	1,362	1,427
TV Productions	870	1,090	1,298	1,362	1,427
P. District Webmasters	4,259	4,922	5,601	5,883	6,159
Q. Strength and Conditioning Coach	2,095				
R. Class Sponsors					
Senior	1,969				
Junior	1,130				
Sophomore	792				
Freshman	792				
S. Department Chairs-District					
Music	2,225				
Art	2,225				
Physical Education	2,225				
Head Librarian	2,225				

2010-2011
CO-CURRICULAR ACTIVITIES SALARY SCHEDULE

<u>Category</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
	(1 yr)	(2 yrs)	(3-9 yrs)	(10-14 yrs)	(15+ yrs)
T. Department Chairs-Senior High					
Business Education	1,874				
English	1,874				
Science	1,874				
Math	1,874				
Social Studies	1,874				
Foreign Language	1,874				
Special Education	1,874				
U. Department Chairs-Middle School					
Language Arts	940				
Science	940				
Social Studies	940				
Math	940				
Foreign Language	940				
V. Elementary Facilitators	984				
W. Mentor	1,047*				

2011-2012

CO-CURRICULAR ACTIVITIES SALARY SCHEDULE

Category	<u>Lvl 1</u> (1 yr)	<u>Lvl 2</u> (2 yrs)	<u>Lvl 3</u> (3-9 yrs)	<u>Lvl 4</u> (10-14 yrs)	<u>Lvl 5</u> (15+ yrs)
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2011-2012

CO-CURRICULAR ACTIVITIES SALARY SCHEDULE

Category	<u>Level 1</u> (1 yr)	<u>Level 2</u> (2 yrs)	<u>Level 3</u> (3-9 yrs)	<u>Level 4</u> (10-14 yrs)	<u>Level 5</u> (15+ yrs)
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2011-2012

CO-CURRICULAR ACTIVITIES SALARY SCHEDULE

Category	<u>Level 1</u> (1 yr)	<u>Level 2</u> (2 yrs)	<u>Level 3</u> (3-9 yrs)	<u>Level 4</u> (10-14 yrs)	<u>Level 5</u> (15+ yrs)
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Freshman	792				
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Art	2,225				
Physical Education	2,225				
Head Librarian	2,225				

2011-2012

CO-CURRICULAR ACTIVITIES SALARY SCHEDULE

Category	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
	(1 yr)	(2 yrs)	(3-9 yrs)	(10-14 yrs)	(15+ yrs)
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U. Department Chairs-Middle School					
Language Arts	940				
Science	940				
Social Studies	940				
Math	940				
Foreign Language	940				
V. Elementary Facilitators	984				
W. Mentor	1,047*				

Extended Season Competition

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

<u>Group</u>	<u>Competition Rate</u>	<u>Practice Session (2hr. Min.) Rate</u>	<u>Competition Rate</u>	<u>Practice session (2hr. Min) Rate</u>
A.				
Football	30	10	15	5
Boys/Girls Basketball	30	10	15	5
Wrestling	30	10	15	5
B.				
Baseball/ Softball	20	10	10	5
Lacrosse	20	10	10	5
Boys Tennis	20	10	10	5
Boys/Girls Track	20	10	10	5
Field Hockey	20	10	10	5
Cross Country	20	10	10	5
Golf	20	10	10	5

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

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

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

Post season play is defined as any PIAA senior high school varsity tournament which leads to an individual and/ or team state championship. Post season play does not include PAC league contests, playoffs, tournaments involving only PAC schools, scheduled non-league contests, or tournaments which are not an integral component of the annual PIAA Championship.

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

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

No Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

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

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

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

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

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

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

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

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

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

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___No ___Yes.

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

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___No ___Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
___No ___Yes.

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

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

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ___No ___Yes.

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

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

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or ___ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider’s name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
 No Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

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

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

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
 No Yes. If so, state the nature of such treatments and expected duration of treatment:

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

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

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? No Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? No Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? No Yes.

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

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? No Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ___No ___Yes.

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

Frequency: ___ times per ___ week(s) ___ month(s)

Duration: ___ hours or ___ day(s) per episode

Does the patient need care during these flare-ups? ___ No ___ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

INFORMATION

ITEMS

June 2, 2011

Pennsylvania Federation of Teachers, AFTP-AFLCIO
1816 Chestnut Street
Philadelphia, PA 19103

Attention: Jared L. Freedman, Federation Representative

Re: Planning Time

Dear Mr. Freedman:

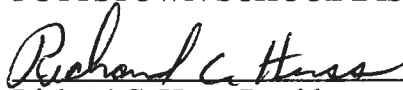
This will confirm our understanding regarding the subject matter referenced above. The parties, through this side letter, hereby acknowledge that all teachers shall receive at least ten (10) forty-minute planning periods in any consecutive ten working days. At grades 5-K through 5, four (4) such periods may be before the student day. The District will make every reasonable effort to schedule one planning period per day, but is not bound to do so.

Teachers who do not receive the above-required number of planning periods shall be compensated at the rate of \$23.00 for each planning period not provided. The monetary compensation shall be the only remedy available, and the only issue subject to the grievance procedure shall be the non-payment of such compensation.

This understanding shall remain in effect during the term of the Professional Agreement covering the period from September 1, 2010 through August 31, 2012.

POTTSTOWN SCHOOL DISTRICT

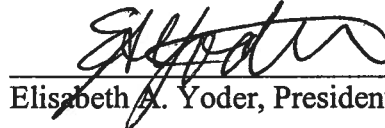
BY:



Richard C. Huss, President
Board of School Directors

FEDERATION OF POTTSTOWN TEACHERS

BY:



Elisabeth A. Yoder, President

****Please note that this planning time side letter shall be included at the end of the bound Professional Agreement and its exhibits for convenience purposes only to ensure its receipt by all TEACHERS and is in no way, whatsoever, intended to be a part of or incorporated in any manner, whatsoever, through the Professional Agreement entered into for the period beginning September 1, 2010 through August 31, 2012.****

June 2, 2011

Pennsylvania Federation of Teachers, AFTP-AFLCIO
1816 Chestnut Street
Philadelphia, PA 19103

Attention: Jared L. Freedman, Federation Representative

Re: District Self-Insurance Option

Dear Mr. Freedman:

This will confirm our understanding regarding the subject matter referenced above which was discussed as part of the negotiations between the School District and the Federation involving the Professional Agreement approved by both parties on or about June 2, 2011 (hereinafter the "Agreement"). The parties, through this side letter, hereby acknowledge that the School District shall have the ability, at anytime throughout the term of the Agreement, to participate in any self-insurance program that may be initiated/implemented by the Montgomery County Intermediate Unit, without requiring any form of consent/approval from the Federation, so long as there is no change in the insurance plan offered by the School District. By way of clarification, any proposed change in funding structure as referenced herein will not result in a change in the selection of plans available to the Federation or the current insurance provider and network.

This understanding shall remain in effect throughout the term of the Agreement which covers the period from September 1, 2010 through August 31, 2012.

POTTSTOWN SCHOOL DISTRICT

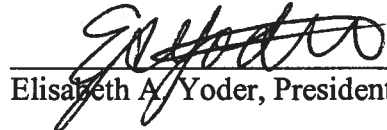
BY:



Richard C. Huss, President
Board of School Directors

FEDERATION OF POTTSTOWN TEACHERS

BY:



Elisabeth A. Yoder, President

****Please note that this self-insurance side letter shall be included at the end of the bound Professional Agreement and its exhibits for convenience purposes only to ensure its receipt by all TEACHERS and is in no way, whatsoever, intended to be a part of or incorporated in any manner, whatsoever, through the Professional Agreement entered into for the period beginning September 1, 2010 through August 31, 2012.****

June 2, 2011

Pennsylvania Federation of Teachers, AFTP-AFLCIO
1816 Chestnut Street
Philadelphia, PA 19103

Attention: Jared L. Freedman, Federation Representative

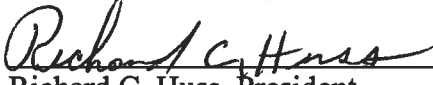
Re: Co-Curricular Position Adjustments

Dear Mr. Freedman:

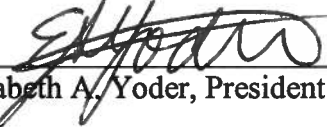
This will confirm our understanding regarding the subject matter referenced above. The parties, through this side letter, hereby acknowledge that they may, by mutual agreement, add or delete certain co-curricular positions as may be listed in the Professional Agreement covering the time period hereinafter described, without requiring the parties to formally open the Professional Agreement for purposes of negotiating and thereafter adopting any mutually agreed upon modifications. This understanding relates to the addition or deletion of co-curricular positions only together with any pay scale determination that may be associated therewith.

This understanding shall remain in effect during the term of the Professional Agreement covering the period from September 1, 2010 through August 31, 2012.

POTTSTOWN SCHOOL DISTRICT

BY: 
Richard C. Huss, President
Board of School Directors

FEDERATION OF POTTSTOWN TEACHERS

BY: 
Elisabeth A. Yoder, President

****Please note that this co-curricular time side letter shall be included at the end of the bound Professional Agreement and its exhibits for convenience purposes only to ensure its receipt by all TEACHERS and is in no way, whatsoever, intended to be a part of or incorporated in any manner, whatsoever, through the Professional Agreement entered into for the period beginning September 1, 2010 through August 31, 2012.****

POTTSTOWN SCHOOL DISTRICT

RETIREMENT BENEFIT PROGRAM

3603

- 3603.1 The Board of School Directors of the Pottstown School District establishes the following policy and procedures for a Retirement Benefit Program for all full-time employees.
- 3603.2 Employees will be eligible to participate in the Retirement Benefit Program provided that:
- 3603.2a The employee must have twenty (20) years of service in the Pottstown School District and have at least twenty (20) years of service credit with the Pennsylvania School Employees' Retirement System.
 - 3603.2b The employee must retire under the Pennsylvania Public School Employees' Retirement System.
 - 3603.2c The employee must not be eligible to receive disability retirement allowance under the provisions of the Public School Employees' Retirement System.
 - 3603.2d The employee must submit a written resignation to the Superintendent of Schools on or before January 3, 2011 or on or before January 2, 2012 (depending upon the retirement year elected by the employee as more fully set forth through Section 3603.8). The effective date of retirement must be prior to the termination date of this policy.
 - 3603.2e An employee returning from a professional development leave and classroom occupational exchange leave will not be eligible for the Retirement Benefit Program unless the time restriction mandated by the Code has been met.

(over)

- 3603.3 Payment for unused accumulated sick leave will be in accordance with the applicable Board approved programs (i.e., teachers' contract, support staff guidelines, or administrative agreement) for employees who qualify for the retirement program covered by this policy between September 1, 2010 and August 31, 2012.
- 3603.4 The number of days accumulated sick leave counted for payment shall refer to only those days earned while employed by the Pottstown School District. Days of sick leave earned while employed by the Pottstown School District shall always be used first in the event of absence as a result of illness or accident before determining the amount to be paid to the employees under the provisions of this policy.
- 3603.5 In addition to the benefits described elsewhere herein, an employee who qualifies for the Retirement Benefit Program shall receive from the Pottstown School District a contribution toward the cost of the annual premium for group health insurance coverage. The contribution to be paid by the School District shall be based upon the single coverage annual premium cost for the Employee only relating to the **Core Medical Health Plan as identified in annual enrollment** for group health insurance and based upon the single coverage annual premium cost for the employee only relating to the **Core Prescription Plan as identified in annual enrollment** for group prescription plan (hereinafter collectively the "Core Health Plan"). The amount of the contribution to be paid by the School District annually toward the Core Health Plan premium shall be equal to the total cost of the annual premium charged for the Core Health Plan or Five Thousand Dollars (\$5,000.00) whichever is less. This benefit will be offered to the employee for a period not to exceed 120 consecutive months or until the employee becomes eligible for Medicare, whichever first occurs; provided further, however, that this benefit shall not be available to any person who qualifies for health insurance through other employment.

(over)

- 3603.6 In the event that the retiree qualifies for the health insurance benefits stated in the preceding Section, and then subsequently becomes qualified for health insurance through other employment, then it is the duty of the retiree to notify the District immediately of such other coverage and such other coverage shall terminate the benefits provided by the School District.
- 3603.7 Failure to notify the school district of other group medical coverage will result in forfeiture of all health related fringe benefits.
- 3603.8 The Retirement Benefit Program will be effective only during the 2010-2011 school year and, again, during the 2011-12 school year and applies only to those employees who retire during the two school years listed through this subparagraph.

Adopted: September 14, 2006

Revised: June 2, 2011

POLICIES\3603