

AGREEMENT BETWEEN

THE COATESVILLE AREA FEDERATION OF
EDUCATIONAL EMPLOYEES ("FEDERATION")

AND

THE COATESVILLE AREA SCHOOL DISTRICT

JULY 1, 2026, TO JUNE 30, 2029

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AGREEMENT

Article I. Terms of Agreement

THIS AGREEMENT is made and entered into by and between the COATESVILLE AREA SCHOOL DISTRICT ("the School District"), and the COATESVILLE AREA FEDERATION OF EDUCATIONAL EMPLOYEES, (the "Federation").

1.1 Term. The term of the Agreement shall be July 1, 2026, through June 30, 2029. If at the conclusion of the term of this Agreement either side desires to modify the Agreement, they shall give notice in accordance with Act 88 of 1993, and negotiations for a successor agreement shall commence no later than January 30, 2029.

1.1.1 Reopener. Notwithstanding anything herein to the contrary, in the event that the School District experiences "financial distress" as defined herein, the School District has the unilateral right to advance the expiration date of this Agreement and reopen this Agreement by giving the Federation a notice of advancement of the expiration date and desire to reopen the Agreement with at least thirty (30) days advance notice in writing to the President of the Federation. Upon the School District's issuance of the notice described in this 1.1.1, "status quo" shall exist and the parties shall promptly engage in collective bargaining. If the parties cannot reach agreement on the reopened Agreement within ninety (90) calendar days after receipt of the written notice, either party shall be permitted to engage in a strike or a lockout in accordance with law in support of its demands notwithstanding any other provision of this Agreement. There shall be no strike or lockout during the aforesaid ninety (90) calendar day period of time. No change in the "status quo" shall be allowed until impasse.

1.1.1.1. "Financial distress" means when any one or more of the following circumstances occurs:

1.1.1.1.1 The salaries of any teachers or other employees have remained unpaid for a period of thirty (30) days;

1.1.1.1.2 The tuition due another school district remains unpaid on and after January first of the year following the school year it was due and there is no dispute regarding the validity or amount of the claim;

1.1.1.1.3 The School District has defaulted in payment of its bonds or interest on such bonds or in payment of rentals due any authority for a period of thirty (30) calendar days and no action has been initiated within that period of time to make payment;

1.1.1.1.4 The School District has accumulated and has operated with a deficit equal to two per centum (2%) or more of the assessed valuation of the taxable real estate within the district for two successive years;

1.1.1.1.5 The School District has been declared to be distressed in accordance with section 691 of the School Code, 24 P.S. 6-691;

39 1.1.1.1.6 The School District has failed or will fail to provide for an
40 educational program in compliance with the provisions of the School
41 Code, regulations of the State Board of Education or standards of the
42 Secretary of Education;

43 1.1.1.1.7 Real estate tax collections by December 31 of any school year is
44 more than three percent (3%) less than budgeted; or

45 1.1.1.1.8 Charter school costs exceed budgeted costs by more than three
46 percent (3%).

47 1.1.1.2. The School District may not reopen this Agreement unless it takes action
48 to reopen the collective bargaining agreement of any other collective bargaining
49 unit.

50 1.1.1.3 Upon the Agreement being opened, the only issues subject to negotiation
51 shall be wages, health care and the minimum number of employees in the
52 bargaining unit.

53 **1.2 Prohibition of Strikes and Lockouts.** The Federation and the School District agree not to
54 engage in, instigate or condone any strike, lockout, work stoppage or refusal to perform work on
55 the part of any Employee covered by the contract over issues related to the implementation and/or
56 interpretation of this contract to which both parties have agreed. This provision, in no way,
57 takes away the right of the Employees to strike under the Pennsylvania Public Employee
58 Relations Act in bargaining over a new contract.

59 **1.3 Compliance with Law.** Any provision of this Agreement which may be determined to be in
60 direct conflict with state statute is hereby amended to conform to the requirements of such
61 statute. If any part of this Agreement is found to be unacceptable in regard to state regulations or
62 judicial action, other aspects will continue to be in full force and effect. Such provisions
63 contrary to law shall be deemed invalid.

64 **1.4 Emergencies.** "A True Emergency" in this Agreement shall mean a sudden, unexpected
65 state of affairs calling for immediate action. Emergencies such as fire, snow, serious accident, or
66 incidents of a like or equal nature may cause deviation from the Agreement as determined by
67 the Superintendent.

68 **1.5 Management Rights.** The operation and management of the School District and the
69 direction of its Employees are vested in the School Board. Except as specifically restricted by the
70 provisions of this Agreement or other Federal or state law, the School Board has the exclusive
71 authority to establish policy and manage the conduct of the public schools within its jurisdiction.
72 The School Board's exclusive authority includes, but is not limited to, the right to operate the
73 School District, to staff the School District, to direct Employees, to assign work to Employees,
74 to transfer work to Employees; and to discipline and discharge Bargaining Unit members for
75 just cause. This Agreement does not, in any way, restrict the rights of the Federation as
76 permitted by Act 195 to bring to the School District, on a "meet and discuss" basis, policy
77 matters affecting wages, hours, terms or conditions of employment or to grieve alleged
78 violations of the Contract or to bargain over proposed changes to matters which are mandatory

79 subjects of bargaining under Act 195.

80
81 Bargaining Unit members for just cause. This Agreement does not, in any way, restrict the
82 rights of the Federation as permitted by Act 195 to bring to the School District, on a "meet and
83 discuss" basis, policy matters affecting wages, hours, terms or conditions of employment or to
84 grieve alleged violations of the Contract or to bargain over proposed changes to matters which
85 are mandatory subjects of bargaining under Act 195.

86
87 **1.6 Meeting Following Contract Ratification.** Following the resolution of a new agreement,
88 there shall be a joint meeting of all full-time and all regular employees and managers, conducted
89 by the chief spokesperson and/or the President of the Federation and the proper representatives
90 from the School District to negotiations, for the purpose of interpretation of the new agreement.
91 That meeting is to take place as soon as convenient to the parties.

92 **1.7 Nature of Agreement.** This Agreement shall constitute the full and complete Agreement
93 between the parties, provided, however, the parties may, by mutual agreement, subsequently
94 enter into supplemental Agreements.

95 **1.8 Printing of Agreement.** No later than sixty (60) days after this Agreement has been ratified
96 by both parties, the School District shall post this Agreement on its website and shall maintain
97 said posting until a new collective bargaining agreement has been entered into.

98 **1.9 Zipper Clause.** The parties agree that all items desired by each party have been discussed
99 during negotiations to this Agreement, and that no additional negotiations on this Agreement will
100 be conducted on any item, whether contained herein or not during the life of this Agreement
101 unless the parties mutually agree to waive this provision of the Agreement.

102 **1.10 Definitions.** When capitalized, the following terms shall have the meaning given to them in
103 this Section unless the context clearly indicates otherwise:

104 **1.10.1 "Agreement"** means this Collective Bargaining Agreement negotiated between the
105 Federation and the School District. There are no "side agreements," Memorandum of
106 Understandings or Memorandum of Agreements between the parties hereto except for
107 those agreed upon by the parties after entering into this Agreement.

108 **1.10.2 "Federation"** means the Coatesville Area Federation of Educational Employees,
109 and its agents and representatives

110 **1.10.3 "Bargaining Unit"** means all Employees covered under the terms and conditions
111 of this Agreement.

112 **1.10.4 "School District"** means the Coatesville Area School District.

113 **1.10.5 "Employee"** means an employee in the Bargaining Unit.

114 **1.10.6 "FMLA"** shall mean the Family and Medical Leave Act and its implementing
115 regulations.

116 **1.10.7** "School Board" or "Board" means the Board of School Directors of the School
117 District.

118 **1.10.8** "Fiscal Year" means the period of time from July 1 to the subsequent June 30 each
119 year.

120 **1.10.9** "Superintendent" means, as applicable, the Superintendent of Schools of the
121 School District, any acting Superintendent, any Interim Superintendent, or the designee
122 of any of them.

123 ***1.11 Construction.***

124 **1.11.1** The words "include," "includes," and "including" are deemed to be followed by
125 the words "without limitation";

126 **1.11.2** The words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this
127 Agreement as a whole.

128 **1.11.3** References herein to sections or subsections includes all their subsections.

129 **1.11.4** References herein to Articles includes all the sections and subsections in the
130 Article.

131 **1.11.5** Reference to a statute means such statute as amended from time to time and
132 includes any successor legislation thereto and any regulations promulgated thereunder.

133 **Article II. Federation Rights and Responsibilities**

134 **2.1 Bulletin Boards.** The School District will provide bulletin boards in the cafeteria area or in
135 the custodial area for posting announcements relating to the Federation. The School District will
136 also make facilities available to the Federation for holding Federation meetings. Requests for
137 such facilities shall be made to the Superintendent at least three (3) days in advance, following
138 the use of facilities procedures.

139 **2.2 Liaison Meeting with Management.** The President and grievance chairperson of the
140 Federation or their designee(s) shall meet with the Superintendent (during working time) at such
141 time as is mutually agreed upon. The purpose of this meeting will be to discuss matters relating to
142 this Agreement or matters of mutual interest to the parties in an effort to resolve concerns before
143 they become major problems or grievance incidents.

144 **2.3 Negotiation Information.** The School District shall furnish to the Federation, in accordance
145 with applicable law financial and personnel data and such other information as will assist the
146 Federation in developing sound recommendations for consideration by the School District.

147 **2.4 Classifications.**

148
149 **2.4.1 New Classification:** If the School District creates a new classification that it agrees
150 is properly included within the Bargaining Unit, the District shall notify the Federation

for the purpose of negotiating salary, working conditions, and terms of employment for the new classification. No change in classification affecting bargaining unit membership shall be implemented without the express agreement of the Federation. If the parties are unable to agree on whether a newly created classification is properly included within the Bargaining Unit, either party may pursue resolution before the Pennsylvania Labor Relations Board. Notwithstanding the foregoing, any new classification that would otherwise be included in the Bargaining Unit may be filled by the School District with employees of contractor(s) at its discretion.

2.4.2 Current Classification: Any modification to an existing classification that affects bargaining unit membership shall not be implemented without the express agreement of the Federation. In the event of a dispute regarding whether an existing classification properly belongs within the Bargaining Unit, either party may take appropriate steps to resolve the matter before the Pennsylvania Labor Relations Board.

2.5 Recognition and Union Security.

2.5.1 Recognition. The School District recognizes the Federation as the sole bargaining agent for all custodial, cafeteria and maintenance Employees. There shall be no discrimination, restraint or coercion by either against any Employee because of Federation activity or because of race, creed, color, sex or age.

2.5.2 Payroll Deductions for Membership. The School District agrees, upon receipt of an Employee's signed written authorization, to the following payroll deductions in addition to those required by law:

2.5.2.1 A voluntary membership dues deduction will be made in the amount specified by the Federation. Deductions will be deducted the number of times and dates to be mutually agreed upon by the Federation and Administration. The amount to be deducted shall be certified annually to the School District by the Federation.

2.5.2.2 A master list of all Bargaining Unit members shall be provided by the Federation to Payroll prior to June 30th of each year.

2.5.2.3 It shall be the responsibility of the Federation to email Employees who wish to take advantage of this provision.

2.5.2.4 A signed dues deduction authorization card, once received by Payroll, will continue in force until contrary notification is submitted, or employment is terminated.

2.5.3 Indemnity. The Federation shall indemnify and hold harmless and defend the School District, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of the purposes of complying with the above provisions of this Article, or in reliance on any list, notice certification, affidavit, or assignment

191 furnished under any such provisions.

192 **2.6 Federation Meeting: Attendance/Excused From Work.** The President, Vice-President,
193 Secretary, Treasurer and Chairperson of the Grievance Committee of the Federation may
194 request to be excused from work, with pay, to attend Federation business meetings when they
195 are scheduled to perform during work hours subject to the following terms, conditions and
196 limitations:

197 **2.6.1** Any such request shall be granted provided the School District is given such
198 reasonable notice of the request so as to permit it to secure a substitute Employee to
199 perform the work of the Employees excused.

200 **2.6.2** No one person may exceed 10 days, not counting arbitrations.

201 **2.6.3** The Federation shall reimburse ("the Reimbursement") the School District's
202 payment of wages, all wage taxes and all PSERS contributions. The parties shall
203 promptly meet or confer to determine the Reimbursement amount. The Reimbursement
204 shall be made by the Federation within ten (10) calendar days of said meeting. If the
205 Reimbursement is late, interest shall be paid by the Federation at the rate of six percent
206 (6%) compounded annually. If the Reimbursement is not paid within thirty (30)
207 calendar days from the date of the meeting between the parties, the School District can
208 initiate any reasonable collection efforts, and the Federation shall pay all costs of the
209 collection, including reasonable attorney's fees, in addition to interest as stated.

210 **2.7 Contracting.**

211 **2.7.1** Except as expressly and specifically stated in this 2.7, the School District may
212 contract out any Bargaining Unit work so long as it does not result in the layoff of any
213 Employee or reduction of a full-time Employee to part-time.

214 **2.7.2** For purposes of clarification, the following examples apply to illustrate the intent
215 of the parties under the prior sentence:

216 **2.7.2.1** If a custodian(s) resigns, retires or is discharged for just cause (a discharge
217 for just cause is subject to the grievance and arbitration process and reinstatement
218 if ordered by an arbitrator), the School District can fill the vacancy with a new
219 Employee(s) or can contract out the vacancy;

220 **2.7.2.2** The School District can fill all future vacancies or new positions with
221 contractors;

222 **2.7.2.3** The School District can fill any of the existing vacancies with either new
223 Employees or through contracting, such as the trades vacancies existing at the
224 time that this Agreement is entered into.

225 **2.7.3** Notwithstanding what is stated in 2.7.1 and 2.7.2, the School District shall: (a)
226 attempt to hire only employees and not utilize contractors; and (b) attempt to maintain at
227 least seventy-three (73) Employees in the bargaining unit.

228 **2.7.3.1** For purposes of this 2.7.3, the term "attempt" is understood to mean that
229 the School District will post/advertise vacancies, interview applicants and
230 endeavor to fill any vacancies with a qualified applicant. Existing Employees
231 shall have the opportunity to request transfer to any vacancies in accordance with
232 4.9 of this Agreement.

233 **2.7.3.2** For purposes of this 2.7.3, a "qualified applicant" is understood to mean a
234 prospective employee meeting the uniformly applied, minimum qualifications for
235 the position as stated in the position description, and who is not prohibited from
236 being employed by the School District under applicable law.

237 **2.7.4** Notwithstanding anything herein to the contrary, in the event that the School District
238 closes any school or other building where Employees are assigned, the minimum
239 number of Employees that the School District shall attempt to maintain shall be
240 proportionately reduced.

241 **2.8 Volunteerism.** The right to have volunteers to do any type of work within the jurisdiction of
242 the Federation shall be vested exclusively with the School District provided, however, that such
243 volunteers would not require Employees in the Bargaining Unit to be laid-off, or reduced in rate
244 of base pay, prevent laid-off Employees from being recalled or prevent qualified Employees
245 from being upgraded to positions in the Bargaining Unit.

246 **2.8.1** That all volunteers' work will be submitted to the Superintendent, which will follow
247 the volunteerism guidelines.

248 **2.8.2** Volunteerism Guidelines.

249 **2.8.2.1** Any official in the School District voluntary group has the right to do any
250 "functions" for the benefit of the School District students or School District on a
251 voluntary basis but should follow the School District guidelines.

252 **2.8.2.2** Fill out Building & Grounds request for Voluntary Work Form.

253 **2.8.2.3** If any School District equipment or chemicals are needed to clean an area,
254 a building custodian must be present because of the Use of Equipment Safety
255 Codes requirements. (Sweeping and picking up is not considered use of School
256 District equipment or chemicals.)

257 **2.8.2.4** There must be a building Principal in the building at all times.

258 **2.8.2.5** If any area of maintenance is to be done, there must be a School District
259 maintenance person certified in the area that is being done by the volunteers to
260 make sure that Safety Codes and requirements are followed.

261 **2.8.2.6** Any use of the kitchen area must have a School District certified person
262 on hand.

263 **2.8.3** Examples of Volunteerism.

264 **2.8.3.1** Driving a School District vehicle, if certified and an adult of the group.

265 **2.8.3.2** PTA & PTO Santa Workshops

266 **2.8.3.3** Painting of an area.

267 **2.8.3.4** Cleaning up after a football game.

268 **2.8.3.5** Paper Drives.

269 **2.8.3.6** Etc.

270 [THE BALANCE OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.]

Building and Grounds Request for Volunteer Work Special Instructions

Please complete the following information and submit with completed application for Use of School District Facilities.

Organization: _____

Date and Time: _____

Building: _____

Areas Requested: _____

Outline of work to be performed by your organization:

If a School District employee is requested, please fill out the following:

Personnel Requested:	<u>Number</u>	<u>Approximate Hours</u>
Custodian	_____	_____
Maintenance	_____	_____
Grounds Crew	_____	_____
Labor Pool	_____	_____
Food Services	_____	_____

Duties Requested:

☐ Open Building ☐ Close Building ☐ Set up ☐ Clean up

Number of Hours Needed: _____

Other: _____

SCHOOL DISTRICT USE ONLY

Custodial fees paid by organization: ☐ Yes ☐ No

Building Principal Recommendation: ☐ Yes ☐ No

Approved: ☐ Yes ☐ No Date: _____

Superintendent/Designee: _____

Article III. Grievance Procedure

3.1 No Strikes/Lockouts. During the life of this Agreement there shall be no strikes, work stoppages, slowdowns or other interference or interruption of work on the part of the Federation, and there shall be no lockouts on the part of the School District.

3.2 Grievance Defined. A grievance is a dispute arising between the Federation and the School District out of the interpretation or application of this Agreement. Any such grievance shall be adjusted in the following manner, unless otherwise stated elsewhere in this Agreement.

3.2.1 Level 1 - Informal (Immediate Supervisor). The aggrieved Employee shall first discuss the grievance orally with his/her immediate Supervisor, Building Principal for custodial Employees; Supervisor of Buildings and Grounds for maintenance Employees, Supervisor of Food Service for cafeteria Employees, with the objective of resolving the matter informally. The Employee shall have the right to request a representative of the Federation to be present during the oral discussion for any grievance. The discussion shall occur as soon as possible, but no later than five (5) working days from the date the Employee notifies the Supervisor of the grievance. If it is a grievance involving discipline, the Employee shall be informed of his/her rights to request a representative of the Federation to be present during the oral discussion.

3.2.2 Level 2 - Formal (Director of Human Resources). In the event a grievance cannot be resolved informally as provided in (3.2.1 Level 1) above the grievance shall be reduced to writing within ten (10) working days of the occurrence and submitted to the Director of Human Resources who shall within ten (10) working days after receipt of the grievance, meet with the aggrieved Employee and the appropriate Federation representative, and submit a written answer to the Federation. The Federation shall have the right to participate in the meeting.

3.2.3 Level 3 - Formal (School Board/Superintendent). If no accord is reached, the Federation may, within five (5) working days from the date of the written answer referred to in (3.2.2 Level 2) submit the grievance to the School Board/Superintendent for a joint meeting to resolve the grievance.

3.2.3.1 Upon receipt of a grievance at this Level, the School Board/Superintendent, or a committee of the School Board shall schedule a meeting with the Federation within ten (10) working days at a mutually convenient time and place to discuss the grievance. The School Board/Superintendent shall respond in writing to the grievance within five (5) workdays after the meeting is held. The Federation shall have the right to participate in the meeting.

3.2.4 Level 4 - Formal (Arbitration/Settlement). Upon submission of the dispute to arbitration, the parties shall have ten (10) working days in which to confer and attempt to agree upon an arbitrator. If no agreement is reached, the arbitrator shall be selected by requesting a list of seven names from the American Arbitration Association using its "List Only" service, and alternately striking names. The School District shall strike the first name. If either party fails to comply within the time limits set forth in this Article, the other party shall deem the failure to answer a rejection and be free to move to the next step. Submission to arbitration, must in all cases, be confirmed in writing by the moving party to the other party within forty (40) working days of

the date of the occurrence that precipitated the grievance. The Federation shall have the right to participate in all arbitration proceedings.

3.2.4.1 In respect to any matter submitted to arbitration, the arbitrator shall have no right to modify, amend or add to the terms of this Agreement or to require the School District, Federation or any Employee to do any action which it or he/she is not required by law or by this Agreement to perform. Each party shall share equally the expense of the arbitration and the decision of the arbitrator within the scope of his/her authority shall be final and binding upon both parties during the term of this Agreement.

3.3 Grievances by School District. In the event of any grievance by the School District, the parties shall meet and make a reasonable effort to resolve the grievance. In the absence of a resolution within ten (10) workdays of the submission of the grievance to the Federation, the School District shall have the right to initiate arbitration of the grievance within thirty (30) calendar days of the initial submission of the grievance to the Federation. The Federation shall have the right to participate in all meetings at every level of a grievance initiated by the School District.

3.4 Arbitration: Appeals. Only the Federation and the School District may initiate arbitration or appeal an arbitration decision.

3.5 Prohibition of Reprisals, Modification To Contract Settlements or Conflicts. Any adjustment/settlement of such a grievance shall not be inconsistent with the terms of this Agreement. The Federation shall be given an opportunity to be present at and participate in any such adjustment/settlement at every level of the grievance procedure. There shall be no reprisals of any kind taken by the School District or any agent hereof against any representative, or any member of the Federation, or any other participant of the grievance Procedure.

3.6 Definitions, Purpose, Time Limits, Records, Cost.

3.6.1 Definitions:

3.6.1.1 "Grievance" means a complaint regarding the meaning, interpretation or application of any provision of this Agreement.

3.6.1.2 "Grievant" means the person or persons making the complaint.

3.6.1.3 "Days" mean workdays.

3.6.1.4 "School Board" means the elected body of the Board of School Directors.

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

3.6.3 Time Limits. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limit specified may be extended by mutual, written agreement.

3.6.4 *Records*. All written records dealing with the grievance shall be filed separately from the Employee's personnel file.

3.6.5 *Costs*. The Federation and the School District shall share equally the expenses of arbitration.

Article IV. Compensation

4.1 *Credit Union*. A twelve-month full-time Employee or a ten-month Employee may request payroll deductions for contributions to their individual accounts through the bank or credit union of their choice, The School District reserves the right to determine the number of deductions and the time of these deductions.

4.2 *Overtime Pay Rate*. Time worked in excess of eight (8) hours a day or forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the straight time hourly rate of

pay.

4.3 *Holiday Effect on Overtime*. For the purpose of computing weekly overtime, a paid holiday shall be considered eight (8) hours of work.

4.4 *No Forced Compensatory Time*. No Employee shall be required to accept compensatory time off in lieu of overtime compensation.

4.5 *Payroll Errors*. Payroll errors in excess of \$25.00 shall be corrected within the same day that the existence of the error is verified by the School District.

4.5.1 *Pay Transparency*. The District shall provide the Federation with an annual report listing all employees by classification, seniority, and hourly rate upon request. The date the Employee reports to work is the continuous service date and original seniority date.

4.6 *Probationary Employees' Pay Rate (New Hires Only)*. As to each job classification (see Exhibit A, Rates of Pay), a newly hired Employee shall be considered probationary and shall be paid one dollar (\$1.00) per hour less than the rate set forth for the job classification for the first 520 hours actually worked for all classifications except food service utility workers. The new hire pay rate, and probationary period shall apply for the first 260 hours actually worked for food service utility workers. When the probationary period is satisfactorily completed and same is certified to the Human Resources Office by the Employee's Supervisor, the Employee shall be placed on the applicable hourly wage rate. This provision applies to new hires only and does not apply to current Employees moving from one job classification to another job classification.

4.7 *Rates of Pay (Hourly)*. The hourly wage schedule for Employees is attached hereto as Exhibit "A". Employees shall be paid in accordance with the schedule except as provided otherwise in this Agreement for probationary Employees.

4.8 *Movement of New Hires to Schedule*. After completing the probationary period, new hires shall be placed on the hourly wage schedule at the "New" Employee level in the appropriate job classification. (See 4.6, Probationary Employees)

429 **4.9 Promotion or Transfer.** For all other Employees, a promotion or transfer from one job
430 classification to another shall be based on the following:

431 **4.9.1** The existence of a vacancy that the School District determines to fill with an Employee
432 rather than a contractor;

433 **4.9.2** The Employee's compliance with posting and other requirements of this Agreement;

434 **4.9.3** 520 hours in the current step/level (260 hours for food service utility workers);

435 **4.9.4** Submission of an application online by the Employee requesting a transfer or promotion;

436 **4.9.5** Pass a test to determine qualifications necessary within the job description of the area of
437 promotion; provided, however that the School District, in its discretion, may waive the
438 requirement that an Employee take a test to move from one level within a job classification to
439 the next level within the same job classification;

440 **4.9.6** Satisfactory evaluation of the immediate Supervisor; and

441 **4.9.7** The School District shall conduct the test (*see* 4.9.5) and complete the evaluation (*see*
442 4.9.6) within sixty (60) working days of receipt of letter. If the School District fails to do so, and
443 the Employee subsequently receives satisfactory evaluation and passes test, thereby triggering
444 movement to next level within a job classification or to a higher job classification, the Employee
445 shall receive the pay adjustment retroactive to sixty (60) working days after the School District
446 received the Employee's letter.

447 **4.9.8** Where two or more employees are deemed equally qualified, as determined by the
448 District, promotion shall be awarded to the employee with the greatest seniority within the
449 classification. This determination is subject to the grievance process.
450

451 **4.10 Effect of Change in Classification.** After an Employee moves from one job classification to
452 another job classification, he or she shall be subject to a sixty (60) calendar day probationary period. If
453 the School District, in its discretion, deems the Employee's performance unsatisfactory during the
454 probationary period, the School District may return the Employee to the job classification level from
455 which the Employee moved.

456 **4.11 Higher Classification.** In the event an Employee is working at a higher rate classification for the
457 convenience of the School District, the Employee shall receive the rate of the higher classification. In
458 the event the Employee is working at lower rate classification for the convenience of the School District,
459 the Employee shall continue to receive the rate of pay of their usual classification.

460 **4.12 Recall-Pay Provisions.**

461 **4.12.1** All Employees who are called back to work in any regular day, shall be guaranteed three
462 (3) hours of pay at the rate of one and one-half times his/her regular rate. Recall occurs when an
463 Employee has left his/her work on his/her regular shift or tour of duty or is an Employee who is
464 recalled on a scheduled day off.

4.12.2 If an Employee is called back to work before the start of his/her regular shift, he/she shall be paid for hours worked at his/her regular rate of pay.

4.12.3 This recall provision shall not be applicable to cafeteria Employees who, after their regular workday, perform duties in connection with a dinner or meal served by the School District and for which the School District only makes a charge directly related to the cost of the meal.

4.12.4 In the event that the School District needs Employees to respond to a True Emergency outside their regular work schedule, and there are insufficient Employees who have volunteered for overtime to cover the need, the School District may mandate Employees to work, in inverse order of seniority (least senior Employee first), subject to the requirements of the preceding paragraph.

4.12.5 If a mandated Employee is unable to safely report to work due to circumstances beyond his or her control (for example, excessive snow, ice, flooding, lack of appropriate childcare, etc.), he or she shall not be required to report to work. Additionally, Employees will not be mandated to perform work which they are not qualified to perform or to operate equipment which they are not qualified to operate.

4.13 Reporting To Work When Not Advised To Report (Conditional Monetary Compensation). Each twelve (12) month Employee or nine and one-half (9 1/2) month full-time Employee who reports to work as scheduled without being advised not to report shall receive pay for hours worked, only in the event the School District sends the Employee home, the Employee will receive wages for scheduled work hours.

4.14 Temporary Transfer To A Higher Classification (Food Service). If an employee is temporarily assigned to perform the duties of a position in a higher pay classification for less than twenty-one (21) weeks, the employee shall receive the difference between their regular hourly rate and the hourly rate of the higher classification for all hours worked in the temporary assignment.

For example: An employee who normally earns \$20.00 per hour is temporarily assigned to cover a higher classification position that pays \$25.00 per hour. The employee will receive an additional \$5.00 per hour for all hours worked in the temporary assignment, resulting in a temporary pay rate of \$25.00 per hour.

4.15 Longevity Pay. To recognize continued service to the District, employees shall receive a one-time longevity bonus in accordance with the following schedule:

- 5 years – \$500
- 10 years – \$1,000
- 15 years – \$1,500
- 20 years – \$2,000
- >20 years – \$2,000 for every 5-year increment

Part-time Food Service Workers shall receive one-half (½) of the above amounts.

Employees who attain the applicable years of service during the preceding fiscal year shall receive the longevity payment during the first full pay period in July, or if they are 189 Day employees or retire at the end of the fiscal year, they will be paid in their last pay.

505 **Exhibit A Rates of Pay (Hourly)**

FEDERATION SALARY MATRIX - JULY 1, 2026 - JUNE 30, 2029

Job Classification	Position	Starting Rate 3 Years*	2026-2027	2027-2028	2028-2029
Custodian	Head Custodian - "A"	25.52	* See 2026-2027 School Year Increases Per Hour (Chart Below)	3% Increase	3% Increase
	Custodian - "B"	21.68			
Groundskeeper	Groundskeeper	28.07			
Inventory Supply	Inventory Supply Person/Courier	28.11			
Jr. Tradesman	Preventative Maintenance Technician	24.05			
	Electrical Assistant	24.05			
	Plumber Assistant	24.05			
	Jr. Tradesman of any kind	24.05			
Tradesman	Carpenter	33.01			
	Electrician	33.01			
	General Maintenance	33.01			
	HVAC	33.01			
	Tradesman of any kind	33.01			
Master Tradesman	Plumber	37.24			
	Carpenter	37.24			
	HVAC	37.24			

FOOD SERVICE

Job Classification	Position	Starting Rate 3 Years*	2026-2027	2027-2028	2028-2029
Food Service Cook	Food Service Cook	21.18	* See 2026-2027 School Year Increases Per Hour (Chart Below)	3% Increase	3% Increase
Food Service Inventory Supply	Food Service Inventory Supply	23.83			
Food Service Lead Workers	Lead Workers	19.79			
Food Service Utility Worker	Food Service Utility Worker	18.70			

**Probationary Period by Classification
\$1.00 Less than Starting Rates**

Classification	Hours Worked
Food Service	260
All Others	520

2026-2027 School Year Increases Per Hour

Head Custodian - "A"	\$2.50
Custodian - "B"	\$1.50
Groundskeeper	\$1.00
Inventory Supply	\$1.00
Jr. Tradesman	\$1.00
Tradesman	\$1.00
Master Tradesman	Market Adjustment
All Food Service	\$1.00

507 **Article V. Fringe Benefits**

508 **5.1 Health Care And Prescription Plan.** The School District shall offer to each qualified
509 Employee the health care plan and prescription plan as defined below:

510 **5.1.1** Keystone Direct Point of Service C3-F2-01 with \$250/\$500 in-network deductible;

511 **5.1.2** Prescription: \$5/\$20/\$50 Drug Plan as described below.

512 **5.2 Health Benefits.** The School District shall offer to each otherwise Employee who
513 works at least seven (7) hours per day, five (5) days per week and for at least one hundred and
514 eighty (180) days during the fiscal year; however, those Employees who are classified as full-
515 time Employees since on or before June 30, 2008 (because they have been scheduled to work at
516 least five (5) hours per day, five (5) days per week, for at least one hundred and eighty (180)
517 days during the fiscal year) shall continue to be classified as full-time Employees so long as
518 they continue to work in the Bargaining Unit at least five hours per day, five (5) days per week,
519 and for at least one hundred and eighty (180) days during the fiscal year, the following Health
520 Benefits: Medical, Prescription Drugs (through a prescription-card service program), Dental and
521 Vision. These Health Benefits are provided under and are subject to the terms and conditions of
522 the School District's Health Benefits Plan ("the Plan"). The terms and conditions of the Plan
523 control; provided, however, that the Plan shall not be interpreted to contradict the express terms
524 of this Agreement. The School District may elect to purchase insurance or self-insure for these
525 Health Benefits.

526 **5.2.1** If, during the term of this Agreement the Commonwealth of Pennsylvania
527 requires or permits the School District and its Employees, including Bargaining Unit
528 members, to become part of a statewide plan for Health Benefits, the School District may
529 take whatever steps are necessary to transition Bargaining Unit members from coverage
530 under the School District's Plan to the State Plan as soon as practical for the School
531 District regardless of the termination date of this Agreement and under such terms and
532 conditions as are required or permitted by the State Plan. The parties agree that the
533 School District has the discretion to enter into a State Plan if the State permits the School
534 District to do so. The parties also agree that if the State Plan offers the School District
535 choices with respect to levels of benefits or any other matters that are normally the
536 subject of mandatory bargaining, then the School District and the Federation will engage
537 in such bargaining.

538 **5.2.2 Spousal Coverage.** For all new Employees hired on or after May 1, 2016,
539 the following terms and condition shall apply:

540 **5.2.3** Notwithstanding anything herein to the contrary, if an Employee's
541 spouse is employed and his/her employer provides individual medical
542 coverage, the spouse shall not be eligible to participate in the School District's
543 medical plans, including health benefits, prescription benefits, dental benefits
544 and vision benefits (referred to hereinafter individually or together as "Health
545 Benefits").

547 **5.2.4** Any spouse currently covered by the School District's Health Benefits shall,
548 upon written request by the School District, provide written verification
549 whether he/she is employed and, if employed, whether he/she is eligible to
550 receive or elect benefits from his/her employer. If requested by the School
551 District, any spouse currently employed must execute an authorization form
552 allowing the School District to obtain said information from his/her employer.

553 **5.2.5** If a spouse currently receiving Health Benefits has the ability to elect
554 coverage from his/her employer, the spouse shall be removed from the School
555 District's medical benefits plan and enrolled in his/her employer's plan at the next
556 available opportunity. Verification of the next open enrollment period from the
557 spouse's employer will be required.

558 **5.2.6** An Employee may elect coverage for dependents upon providing
559 appropriate verification of dependents.

560 **5.2.7** The School District has the right at any time to obtain verification from or
561 inquire of any Employee or another as applicable to confirm whether the
562 Employee's spouse or dependent is entitled to Health Benefits.

563 **5.2.8** Each Employee shall cooperate with such requests for verification or
564 inquiries. If, at any time, it is determined that any Employee, spouse or dependent
565 is not entitled to any benefits that had been paid or provided, the Employee shall
566 be responsible for the repayment of the School District's share of any additional
567 premium costs that resulted from the School District's provision of Health
568 Benefits to the spouse or dependent in question. The Employee may also be
569 subject to discipline or discharge, in accordance with applicable law and subject
570 to the discipline provisions of this Agreement. Any overpayments of premium
571 costs by the School District may be recouped by wage withholding to the extent
572 permitted by law. Premium costs for purposes of this paragraph shall be the
573 applicable COBRA rate as if the Employee were entitled to COBRA
574 continuation.

575 **5.3 Enrollment.** To elect coverage for the Health Benefits identified above, the member must
576 complete the appropriate paperwork during the open enrollment period, as determined by the
577 School District.

578 **5.4 Sharing The Financial Cost of Health Benefits Coverage.** An Employee who elects
579 Health Benefits (Medical, Prescription, Dental and Vision) coverage shall contribute to health
580 care costs through payroll deduction on a pre-tax basis (if Employee participates and makes
581 proper elections in Section 125 Plan) at the rate of ten percent (10%) of the premium cost of the
582 health care plan and prescription plan provided to the Employee.

583 **5.5 Conditions Regarding Opting Out of The Health Benefits.** An Employee may opt out of all
584 health insurance coverage as a package only; including Medical, Prescription, Dental and Vision
585 benefits. The School District will provide no reimbursement to those Employees who act to opt
586 out.

587 **5.5.1** The School District may put reasonable conditions on the opting out of the health
588 benefits described above. The member must sign a waiver of the (benefits) and a release
589 of claims against the School District. The decision to opt out is binding until the next
590 enrollment period unless the member has been receiving coverage under another person's
591 benefits and loses that coverage as a consequence of a life changing event to the person
592 under whom the member was receiving coverage, such as the death of an employed
593 spouse, a divorce, or the spouse's loss of benefits. The member may then request that
594 coverage be reinstated. The member will indicate his or her intent to opt out between
595 June 1" and June 15--of each Fiscal Year on forms provided by the School District.
596 Employees hired after the start of the fiscal year will have the option of opting out upon
597 initial employment in the School District.

598 **5.6 Plan of Benefits.** See, the grid attached to this Agreement as Exhibit B. which describes the
599 medical benefits.

600 **5.7 Prescription Benefits.** Prescription program as determined by the Plan. This is a prescription
601 card service program. Co-pays when prescriptions are dispensed. The participant shall pay:

602 **5.7.1** Non-formulary brand name --\$50.00 retail co-pay for a 30-day supply.

603 **5.7.2** Brand formulary - \$20.00 retail co-pay for 30-day supply.

604 **5.7.3** Generic - \$5.00 retail co-pay for 30-day supply.

605 **5.7.4** Mail Order- Same as retail co-pays for 30-day supply. For 31--90-day supply,
606 double the applicable 30-day retail co-pay (e.g., \$10 for a 90-day supply of a generic
607 drug; \$40 for a 90- day supply of a brand formulary drug).

608 **5.7.5** In addition to the above co-pays, if an Employee purchases a brand name when a
609 generic is available, the Employee will pay the difference between the cost of the generic
610 and the cost of the brand, name, unless the physician writes on the prescription that the
611 brand name is "medically necessary" or "no generic substitute."

612 **5.8 Dental Benefits.** Dental care program as determined by the Plan. Benefits provided:

613 **5.8.1** Class I (Preventative and Diagnostic): 100% of reasonable and customary

614 **5.8.2** Class II (Basic Restorative Treatment): 100% of reasonable and customary

615 **5.8.3** Class III (Major Restorative treatment): 100% of reasonable and customary

616 **5.8.4** Class IV (Orthodontic Treatment): Benefits are provided for only covered person
617 under age 19; 50% of reasonable and customary

618 **5.8.5** Deductible Amounts (per person):

619 **5.8.5.1** Class I and IV: None

620 **5.8.5.2** Class II and III: None

621 **5.8.6** Maximum Benefits:

622 **5.8.6.1** Class I, II and III: \$2,000 per person per calendar year

623 **5.8.6.2** Class IV: \$2,000 per lifetime

624 **5.9 Vision Benefits.** Vision care program as determined by the Plan.

625 **5.10 Income Protection - Long Term Disability**

626 **5.10.1** Sickness Benefits - two (2) years.

627 **5.10.2** Accident Benefits - to Social Security Normal Retirement Age, or five (5)

628 years, whichever is less.

629 **5.10.3** The Employee will receive 66 2/3% of the first \$4,000 monthly salary with

630 the base salary prorated over twelve (12) months. The agreement is as follows:

631 **5.10.3.1** The interim period of sixty (60) consecutive days starts the day

632 after the last earning day. During the interim period, if earned sick days are

633 not available, the School District will pay thirty percent (30%) of the

634 Employee's salary after the Employee qualifies and actually goes on

635 Income Protection (61st day and thereafter.). During the interim period,

636 the Employee will continue to receive medical benefits under same terms

637 and conditions. While on Income Protection, Employee will continue to

638 receive School District medical benefits under the same terms and

639 conditions.

640 **5.10.3.2** Benefits begin on the 61st calendar day following the disability.

641 **5.10.3.3** Accumulated sick leave must be used, with the option of using

642 personal days, vacation days to reduce or eliminate this 60-day period.

643 The School Board will pay \$50.00 a day for the remainder (if any) of the

644 60-day period.

645 **5.10.3.4** A physician approved by both the Federation and the Board must

646 provide a statement attesting to the Employee's long-term disability to

647 qualify for this provision.

648 **5.10.3.5.** This benefit is provided through a group insurance policy. The

649 terms and conditions of said policy control and in the event of any conflict

650 between the terms in this Agreement and in the policy, the policy controls.

651 Further, in the event of any dispute about the benefit paid by the insurer,

652 the appeal process in the policy is the exclusive means of resolving the

653 dispute and the grievance and arbitration provisions in this Agreement

654 shall not be utilized.

655 **5.10.4 Sick Leave Utilization.** The following benefit plan is available to insured
656 Employees as an alternative to receiving the standard Total Disability benefit
657 under the Policy. The insured Employee may elect to receive either

658 **5.10.4.1** Full Total Disability benefits under the Policy,
659 Or

660 **5.10.4.2** Sick leave from the participating employer. If (b) is elected, then
661 each full day of remaining sick leave must be taken for each working day
662 of Total Disability. Payment at the rate of the Minimum Benefit for Total
663 Disability shall also be made while sick leave is payable and the
664 Minimum Benefit shall not be more than the Maximum Monthly Benefit for
665 Total Disability.

666 **5.10.5** Salary after the two-year period for sickness will be at the discretion of the
667 School Board.

668 **5.10.6** Eligibility for these benefits is dependent upon a written and signed
669 statement by the family physician with an insurance company physician having
670 the right of examination.

671 **5.10.7** After six months of disability, plan benefits are coordinated only with
672 social security and disability benefits payable from any School District-sponsored
673 retirement plan to provide up to 66 2/3% of salary not to exceed the stated
674 monthly benefit.

675 **5.10.8** There shall be no "double dipping."

676 **5.11 Term Life Insurance.** The School District will pay one hundred percent (100%) of the
677 premium of term life insurance, including accidental death and dismemberment, equal the base
678 salary rounded up or down to the nearest one thousand for twelve-month full-time Employees
679 and all ten-month full-time Employees.

680 **5.12 Continuation of Insurance Coverage While on an Unpaid Leave of Absence.** Unless
681 covered by Family and Medical Leave Act Leave (*see*, 6.1) all Employees while on an unpaid
682 leave of absence authorized by this Agreement may, at their option, and at their expense, continue
683 their Health, Disability and Life Insurance benefits.

684 **5.13 Group Insurance Policies.** Some of the benefits described herein are provided through a
685 group insurance policy or plan, and the terms and conditions of such policies or plans shall
686 control. In the event of any conflict between the terms of this Agreement and the applicable
687 policy or plan, the policy or plan shall govern. In the event of any dispute regarding a benefit
688 paid or not paid by the insurer or plan administrator, the appeal process set forth in the policy or
689 plan shall be the exclusive means of resolving such dispute, and the grievance and arbitration
690 provisions of this Agreement shall not apply.
691
692

693 **5.14 Most Favored Nation Clause.** If the School District unilaterally grants a new fringe benefit
694 or an improvement in an existing fringe benefit to all other bargaining units (other than a result of
695 negotiations) the School District shall automatically grant the same increase to the Employees
696 covered by this Agreement.

697 **5.15 Retirement.** The School District will continue its obligation to the Pennsylvania School
698 Employees' Retirement System with all Employees working the minimum number of hours under
699 the System becoming eligible for the benefits provided therein. The schedule of benefits will be
700 that provided in the Pennsylvania Public School Employees Retirement System including the
701 most current amendments in effect at the time of retirement.

702 **5.16 Severance Pay.** A retiring Employee is defined as an Employee who is eligible for and
703 scheduled to receive a withdrawal allowance or a superannuating retirement, as defined by the
704 Pennsylvania Public School Employees Retirement System.

705 **5.16.1** Twelve (12) month full-time Employees and ten (10) month full-time Employees
706 with interrupted service, who were hired prior to May 1, 2016, will be credited with total
707 years of service for severance under this Article provided the Employee has ten (10)
708 consecutive years of service in the School District prior to retirement are consecutive
709 years of service.

710 **5.16.2** Twelve (12) month full-time Employees and ten (10) month full-time Employees
711 with interrupted service, who were hired on or after May 1, 2016, will be credited with
712 total years of service for severance under this Article provided the Employee has fifteen
713 (15) consecutive years of service in the School District prior to retirement.

714 **5.16.3** The following schedule will apply for Employees hired before May 1, 2016:

715 **5.16.3.1** Ten (10) years of service and less than 15 years: 3% of his/her average
716 annual salary for the highest three (3) years of service to a maximum of \$850
717 (minimum \$350).

718 **5.16.3.2** 15 years of service and less than 20 years: 4% of his/her average annual
719 salary for the highest three (3) years of service to a maximum of \$1,000
720 (Minimum \$550)

721 **5.16.3.3** Twenty (20) years of service and less than 25 years: 5% of his/her
722 average annual salary for the highest three (3) years of service to a maximum of
723 \$1,200 (minimum \$550).

724 **5.16.3.4** Twenty-five (25) or more years of service: 6% of his/her average annual
725 salary for the highest three (3) years of service to a maximum of \$1,350
726 (minimum \$625).

728 **5.16.4** The following schedule will apply for Employees hired on or after May 1, 2016:

729 **5.16.4.1** Twenty (20) years of service in the School District and less than twenty-
730 five (25) years: 5% of his/her average annual salary for the highest three (3) years
731 of service to a maximum of \$1,200 (minimum (\$550).

732 **5.16.4.2** Twenty-five (25) or more years of service in the School District: 6% of
733 his/her average annual salary for the highest three (3) years of service to a
734 maximum of \$1,350 (minimum \$625).

735 **5.16.5** A Retiring Employee shall also receive fifty dollars (\$50.00) per day of unused
736 sick leave and personal days. Said payment will be made following the last paycheck
737 provided written notice is received by the Director of Human Resources thirty (30) days
738 prior to retirement.

739 **5.16.6** A person will not be eligible to receive severance pay a second time unless he/she
740 returns for ten or more additional continuous years. His/her severance pay would be based
741 on years of continuous service since returning from early retirement.

742 **5.16.7** If an Employee dies while employed (before retirement), the applicable severance
743 will be paid to the beneficiary of record per retirement declaration.

744 **5.17 Tax Sheltered Annuity Plan.** An opportunity to save income tax and add to future
745 financial security is made possible by the Tax-Sheltered Annuity Plan. A provision in the
746 Internal Revenue Code enables Employees to have the School District set aside part of an
747 Employee's salary, before taxes, to buy this annuity. If a twelve-month full-time Employee or a
748 ten-month full-time Employee desires to enroll in a plan, arrangements should be made prior to
749 July of each fiscal year. The selection of the carrier of this annuity will be limited to twelve (12)
750 approved companies.

751 **5.18 Foul-Weather Gear/Uniforms.** An Employee will be responsible for the purchase, at his or
752 her cost, of all foul weather gear.

753 **5.19 Uniforms.** Employees will be required to wear uniforms as selected by the School District
754 and follow the School District dress code.

755 **5.19.1** The School District shall provide eleven (11) uniforms on an annual basis for each
756 custodial Employee, as needed.

757 **5.19.2** The School District shall provide eleven (11) uniforms on an annual basis for each
758 maintenance Employee, as needed.

759 **5.19.3** Maintenance Employees shall receive one (1) set of coveralls, as needed.

760 **5.20 Safety-toed Shoes/Boots.** Employees who are required to wear safety-toed shoes/boots
761 shall obtain such safety-toed shoes/boots at their own cost.

762

763 **5.21 Uniform Returns.** Employees shall return all uniforms:

764 **5.21.1** on the last day of work (or as soon thereafter as practicable) when their
765 employment terminates for any reason; and

766 **5.21.2** in order to receive replacement uniforms.

767 **5.22 Workers' Compensation Insurance.** In the event an Employee is injured on the job and
768 time is lost due to the injury, compensation will be paid in accordance with the Workers'
769 Compensation Laws of Pennsylvania. The Employee must report to his/her Supervisor, the
770 circumstances of the injury within twenty-four (24) hours or as soon as practicable following
771 the injury.

772 **5.22.1** An Employee receiving Worker's Compensation from the School District shall
773 have such payment mailed by the School District to his or her home.

774 **5.22.2** If an Employee should be injured on the job and has to go to the hospital, a licensed
775 health care provider and/or nurse's office and is directed to go home and stay out for the
776 balance of the day, that time will not be deducted from the Employee's sick day
777 allowance. The direction to stay out for the balance of the day must be documented by a
778 licensed health care provider who saw the employee that day and submitted to the
779 Director of Human Resources.

780 **5.23 Course Reimbursement.** In order for an Employee to be reimbursed for a course, he/she
781 must adhere to the following procedures:

782 **5.23.1** Request presented in writing to the Head of the Department in which the Employee
783 works (e.g. the Director of Facilities or Supervisor-Food Services) with a copy if the
784 course description, its relation to the present position, cost, dates, and time at least thirty
785 (30) days prior to course beginning.

786 **5.23.2** Permission granted by the Head of Department.

787 **5.23.3** Upon successful completion of the course, documentation must be presented to
788 the Head of the Department who will process payment through the Human Resources
789 Department. A passing grade of a B or better is required for the course to be paid.

790 **5.23.4** The course must be related to the Employee's field of employment with the School
791 District.

792 **5.23.5** The amount of tuition shall be the actual tuition charged or the tuition rate at Penn
793 State, main campus, whichever is less.

794 **5.23.6** The Employee must provide proof of successful completion and cost of the
795 program as reasonably requested by the School District.

796

797

Article VI. Days or Leaves of Absence

798 **6.1 Family And Medical Leave Act ("FMLA").** The School District shall provide FMLA
799 benefits and rights to Employees subject to the terms, conditions and limitations in the FMLA;
800 provided, however, that the following rules shall apply:

801 **6.1.1** A rolling twelve-month look-back shall be used;

802 **6.1.2** FMLA shall run concurrently with any other paid or unpaid leave that may be
803 applicable;

804 **6.1.3** Each Employee shall complete the School District's leave of absence form for all
805 leaves of absence and shall provide the required information and physician certifications
806 required by the FMLA.

807 **6.1.4** With respect to Employees whose spouses also work for the School District, the
808 following limitations apply with regard to the amount of leave that may be taken in
809 any twelve (12) month period of time:

810 **6.1.4.1** the aggregate number of workweeks of leave to which both spouses may
811 be entitled are limited to a combined total of 12 workweeks during any 12-month
812 period, if such leave is taken - (i) for the birth, adoption or foster placement of a
813 child; or (ii) to care for a parent with a serious health condition;

814 **6.1.4.2** with respect to military caregiver leave, the aggregate number of
815 workweeks of leave to which both husband and wife may be entitled shall be
816 limited to a combined total of 26 workweeks during the single 12-month period.

817 **6.2 Childbearing/Childrearing Leave.** Pregnancy will be treated as any other temporary
818 disability with the right to return to employment when the attending physician certifies the
819 Employee's recovery from disability,

820 **6.2.1** Any Employee whose disability is caused or contributed to by pregnancy,
821 miscarriage, abortion, childbirth and recovery is entitled to use accumulated sick leave in
822 the same manner as an Employee is entitled to use sick leave as a result of any other
823 temporary illness or disability,

824 **6.2.2** The Employee shall provide the administration with sixty (60) days advance written
825 notice of the expected date of birth and the anticipated last workday and anticipated date
826 of return to work.

827 **6.2.3** The administration may require the Employee to be examined by its own physician
828 or require a physician's statement verifying ability or inability to perform her duties.
829 Where the administration requires a medical opinion other than the individual's personal
830 physician, the cost will be paid by the School District.

831 **6.2.4** A pregnant Employee shall not be required to begin childbearing leave prior to
832 childbirth unless disabled by virtue of pregnancy as determined by her physician.

833 **6.3 Childrearing Leave (Unpaid).** Full-time male/female Employees are subject to the
834 following provision without pay:

835 **6.3.1** A written request must be submitted sixty (60) days before the leave is to begin. For
836 an adoptive parent, the written request must be submitted when adoption papers are
837 approved by the adoption agency.

838 **6.3.2** Maximum length for a leave is one (1) year from date of childbirth or custody of an
839 adopted infant.

840 **6.3.3** Employee on leave is not considered in regular full-time attendance and does not
841 accrue service or credit for benefits and other privileges.

842 **6.3.4** Employee must give thirty (30) days written notice to the Director of Human
843 Resources before returning to work.

844 **6.3.5** Employee will be assigned to the previously held position, or, if not available, to a
845 substantially equivalent position for which he/she is qualified and acceptable to the
846 immediate Supervisor.

847 **6.3.6** In the event that both parents are employed by the School District, the child-rearing
848 leave under this provision is limited to only one parent.

849 **6.4 Death in Immediate Family**

850 **6.4.1** All Employees will receive up to five (5) days absence with pay in each fiscal year
851 for each death of a member of the immediate family. Immediate family shall be defined as
852 husband, wife, children, father, mother, brother, sister, mother-in-law, father-in-law,
853 grandchild and the Employee's grandparents. It does not include other members of the
854 family living in the Employee's household.

855 **6.4.2** In the event of a death of a near relative, there shall be no deduction in salary for
856 absence on the day of the funeral. A near relative shall be defined as first cousin, aunt,
857 uncle, niece, nephew, brother-in-law, sister-in-law, grandparent of spouse, stepsibling or
858 stepparent.

859 **6.4.3** Leave shall only be granted to those who attend the funeral, such proof of
860 attendance being supplied by the Employee as may be requested by the Human
861 Resources Office.

862 **6.4.4** The Human Resources Office may require submission of proof of death prior to
863 paying an Employee for funeral leave.

865 **6.5 Holidays.**

866 **6.5.1** Twelve (12) month full-time and ten (10) month full-time Employees shall be given
867 a day off with pay at straight time for the number of hours normally worked per day on
868 the following holidays:

Labor Day	Martin Luther King Day
Thanksgiving Day	Good Friday
The day after Thanksgiving	President's Day
Christmas Eve	Memorial Day
Christmas Day	July Fourth
The day after Christmas	Floating Holiday
New Year's Day	

869
870 **6.5.2** Part-time Employees shall be given a day off with pay at straight time for the
871 number of hours normally worked per day on the following holidays:

Labor Day	Martin Luther King Day
Thanksgiving Day	Good Friday
The day after Thanksgiving	President's Day
Christmas Eve	Memorial Day
Christmas Day	
The day after Christmas	
New Year's Day	

872 *Note:* Part-time Employees will be eligible for holiday pay for Labor Day
873 ONLY if the school calendar (students) begins prior to Labor Day.

874 **6.5.3** Pay for time worked on any holiday shall be at one and one-half (1½) times the
875 hourly rate for the hours actually worked in addition to the regular holiday pay.

876 **6.5.4** To be eligible for holiday pay, an Employee must work the last regularly scheduled
877 working day before and the first regularly scheduled working day after the holiday in the
878 current academic year unless an absence on either day was approved in advance as a
879 vacation or personal day or caused by proven illness evidenced by a doctor's certificate.

880 **6.5.5** Notwithstanding anything herein to the contrary, 10-month Employees shall not be
881 entitled to the July Fourth holiday.

882 **6.6 Personal Days**

883 **6.6.1** Two (2) days per year for each individual employed for a full year, cumulative, not
884 more than five days to be used during one Fiscal Year. Part-time Employees who
885 work four (4), three (3), or two (2) hours per day or less than 25 hours per week shall be
886 given one personal day per year, cumulative, not more than five days to be used during
887 any one Fiscal Year.

888 **6.6.2** The person requesting a personal day must do so to his/her immediate Supervisor

889 one week in advance of the date requested. In the case of an emergency, as determined
890 by the immediate Supervisor, the week's notification will be waived.

891 **6.7 Returning From Leave of Absence.** An Employee who does not return from an authorized
892 leave of absence upon expiration of an authorized leave shall be determined to have resigned as of
893 the date such authorized leave expired.

894 **6.8 Service in Court.** When an Employee is subpoenaed as witness in court for other than a
895 litigation in which he/she is personally involved, or for jury duty, deductions shall be made from
896 earnings only to the extent to which they have been reimbursed by the court in the form of
897 witness fees or juror's pay.

898 **6.9 Sick Leave.**

899 **6.9.1** Twelve-month Employees shall be credited with twelve (12) sick leave days per
900 year. Full time ten (10) month Employees shall be credited with eight (8) sick leave days
901 per year. Any unused portion of the annual sick leave shall accumulate from year to year.
902 An Employee shall not be entitled to leave for personal illness with pay during the new
903 hire probationary period.

904 **6.9.2** Each part-time Employee shall be granted one (1) day per fiscal year personal sick
905 leave for each hour in the regular daily assignment.

906 **6.9.3** Before an Employee will be permitted to return to work following an illness or
907 injury, he may be required to provide statement from his doctor certifying that the
908 Employee is able to perform all the normal duties of his/her job before he/she will be
909 permitted to return to work.

910 **6.9.4** In the event an Employee is out for more than three (3) days due to illness, injury or
911 disability, he/she must notify the School District in writing of the anticipated length of
912 the absence and supply a physician's certificate when he/she is able to return to his/her
913 job stating that he/she is able to perform all the tasks of his/her particular job. However,
914 the School District, in the case of an Employee with a history of frequent absences may
915 require a physician's certificate for each day of absence.

916 **6.10 Unpaid Leave.** Any Employee desiring a general leave of absence from his/her
917 employment without pay shall secure written permission from the Board.

918 **6.11 Vacations.**

919 **6.11.1** A "paid vacation day" for pay purposes shall be defined as the current hourly rate
920 of pay, excluding any overtime, times the number of regularly scheduled hours of work
921 per day for the Employee.

922 **6.11.2** Permanent full-time twelve (12) month Employees shall accrue and be permitted
923 to use paid vacations in accordance with the following schedule:

924

6.11.3 *Accrual of Vacation.*

6.11.3.1 Beginning with the first day of the first full calendar month of employment as a permanent full-time twelve (12) month Employee, such an Employee shall earn vacation at the rate of 10/12's of a vacation day for each full month of full-time employment. Examples: If an Employee begins on January 4, he or she begins accruing vacation in February. If an Employee begins on March 18, he or she begins accruing vacation on April 1.

6.11.3.2 After eighty-four (84) full months of employment as a permanent full-time twelve (12) month Employee, such an Employee shall earn vacation at the rate of 15/12's of a vacation day for each full month of full-time employment.

6.11.3.3 After one hundred and eighty (180) months of employment as a permanent full-time twelve (12) month Employee, such an Employee shall earn vacation at the rate of 20/12's of a vacation day for each full month of full-time employment.

6.11.3.4 After two hundred and forty (240) months of employment as a permanent full-time twelve (12) month Employee, such an Employee shall earn vacation at the rate of 25/12's of a vacation day for each full month of full-time employment.

6.11.4 All vacation leave must be scheduled and approved at least five (5) business days prior to the beginning of the vacation day.

6.11.5 The choice of vacations shall be made by seniority on a department basis in accordance with department procedures. Granting of vacation requests will be consistent with work schedules in schools. In case of conflict the School District will use seniority in granting duplicate or overlapping requests.

6.11.6 In the event that a holiday occurs within an Employee's vacation period he/she shall be entitled to an extra vacation day.

6.11.7 No vacations will be approved during the two weeks before school starts, the first two weeks of school, or the last two weeks of school.

6.11.8 The School District retains the authority to approve or deny vacation requests based on operational and staffing needs. Vacation requests will be reviewed in good faith and in consideration of the District's responsibility to maintain effective operations and adequate coverage. Once a vacation day is approved, the day will not be denied at a later date.

When operational needs require a denial, the District will provide the Employee with notice of the decision. Nothing in this section limits the District's discretion to make final determinations regarding scheduling and staffing consistent with its operational responsibilities.

6.11.9 Notwithstanding anything herein to the contrary, the following rules apply:

6.11.9.1 Employees shall be paid for up to two (2) weeks of accrued but unused vacation time at the end of the school year. Each day shall be paid at their base rate without any supplements added.

6.11.9.2 No more than ten (10) days of vacation may be carried over from one fiscal year to the next. If any employee has more than twenty (20) days of vacation at the close of business on June 30 of any year, he/she shall: (a) be paid for ten (10) days; carry over ten (10) vacation days to the next fiscal year; and (c) lose any additional days.

Article VII. Working Conditions

7.1 Change in Personnel Information. It is important that an Employee report to the Human Resources Office any change in the information that was originally given on the employment application, such as a change of address, telephone number, marital status, number of dependents, beneficiaries, etc. The School District will not be liable for any loss of benefits due to incomplete or erroneous Employee information.

7.2 Discharge and Discipline.

7.2.1 Definitions and Due Process Procedure. An Employee shall be disciplined or discharged only for just cause or violation of this Agreement. Discipline shall be applied consistently as is reasonably possible within all departments. Discipline taken by the School District shall be subject to the grievance and arbitration procedure of this Agreement.

7.2.1.1 Letters of reprimand and letters of suspension or discharge must be issued within twenty (20) workdays after the School District has become aware of the incident giving rise to the disciplinary action. The School District shall send copies of all letters of reprimand and other disciplinary letters to the Federation, the Employee involved, to his/her immediate Supervisor and to the Human Resources Office. No material, derogatory to any Employee's conduct, service, character, or personality shall be placed in his/her Employee School District personnel file unless the Employee is actually given a copy or is given an opportunity to review and rebut such material as governed by existing personnel procedures pertaining to same.

7.2.1.2 Any discharged or suspended non-probationary Employee may request an investigation of his/her discharge and suspension and, a hearing with the School District and the Federation representative. The appeal or investigation of the discharge or suspension must be initiated by the Employee by the end of the fifth working day following the day he/she received notice of discipline.

7.2.1.3 The School District must respond to the grievance within ten (10) days of its submission; a failure to respond shall be deemed a rejection of the grievance and the Federation may refer the matter to final and binding arbitration in

1000 accordance with Article VII only by advising the School District of this action
1001 within thirty (30) days of the date of the submission of the grievance.

1002 **7.2.2 Progressive Discipline For Minor Offenses.** Routine discipline for minor offenses
1003 shall be applied progressively in the following manner:

1004 **7.2.2.1** (Step 1) Verbal Warning with a Federation representative present.
1005 This Verbal Warning may be documented.

1006 **7.2.2.2** (Step 2) Written Warning with a copy going to the Federation, Employee
1007 involved, and the Human Resources Office.

1008 **7.2.2.3** (Step 3) Suspension without pay with a copy of suspension notice going
1009 to the Federation, Employee involved, and the Human Resources Office.

1010 **7.2.2.4** (Step 4) Discharge with a copy of discharge notice going to the Federation,
1011 Employee involved, and the Human Resources Office.

1012 **7.2.3 Discipline For Serious Offenses.** Discipline for serious offenses need not be
1013 progressive (as mentioned in Step #2 above) and could result in immediate suspension
1014 and/or discharge, depending on the severity of the offense. Discipline up to and including
1015 discharge shall include (but not be limited to) the following serious offenses:

1016 **7.2.3.1** The unauthorized taking or destruction of property or the unauthorized
1017 disclosure of confidential information. Falsifying personnel or School District
1018 records

1019 **7.2.3.2** Negligence in taking safety precautions where necessary, disregard of
1020 safety procedures or interference with safety devices such as fire extinguishers,
1021 security cameras, etc.

1022 **7.2.3.3** Absence or Tardiness without reasonable excuses, and/or excessive
1023 absenteeism or tardiness.

1024 **7.2.3.4** Reporting to work impaired by alcohol or illegal drugs.

1025 **7.2.3.5** Gambling, sale, possession of or use of harmful drugs or intoxicating
1026 liquor on the premises.

1027 **7.2.3.6** Fighting, use of abusive language or discriminatory (age, race, sex,
1028 disability, national origin, religion) remarks which would be offensive to a
1029 reasonable person.

1030 **7.2.3.7** Harassment of anyone because of a person's age, sex, race, color, religion,
1031 disability, national origin.

1032 **7.2.3.8** Sleeping on the job,

1033 7.2.3.9 Conviction of a crime identified in sections 111 and of the School Code,
1034 524 24 P.S. 1-111 and 24 P.S. 5-525, and the conviction of any other crime
1035 involving the unauthorized taking of property, including, but not limited to, retail
1036 theft.

1037 7.2.3.10 Insubordination.

1038 7.2.3.11 Punching in/out improperly (*See* 7.4.3).

1039 7.2.3.12 Unauthorized areas (*See* 7.4.5).

1040 7.2.4 *Termination Hearing Under School Code*, 24 P.S. 5-514. An Employee may
1041 contest a suspension of more than ten (10) days or a discharge either through a hearing
1042 before the School Board in accordance with the Local Agency Law or through the
1043 contractual grievance procedure, but not both. If the Employee chooses a School Board
1044 hearing, neither the Employee nor the Federation may contest the suspension or
1045 discharge before an arbitrator; provided, however, that if the Employee withdraws the
1046 request for a School Board Hearing within five working days of the Employee's receipt
1047 of written notice of the suspension or discharge, the processing of a grievance filed
1048 within the time limits set forth in this Section shall be permitted. In all cases of
1049 suspensions that exceed ten (10) days in length and all dismissals, a request for a School
1050 Board hearing must be made within ten (10) calendar days of written notice of the
1051 suspension or discharge. Neither the Employee nor the Federation has the right to a
1052 School Board hearing for any suspension that is ten (10) days or less. The exclusive
1053 remedy for suspensions that are less than ten (10) days are the grievance and arbitration
1054 provisions of this Agreement.

1055 7.2.4.1 The School District will advise the Employee of his or her rights and
1056 responsibilities under this Section in the notice of suspension of more than ten
1057 (10) days or notice of termination.

1058 7.3 *Maintenance of Records*. Any written documents received by the School District from inside
1059 or outside the School District containing information concerning an Employee of a positive
1060 nature indicating special competencies, achievements, performances or contributions to the
1061 school system or the community shall be placed in that Employee's personnel file.

1062 7.4 *Some Specific Work Rules*.

1063 7.4.1 *Keys*. No Employee is to be in possession of a non-issued, non-authorized key.

1064 7.4.2 *Personal Telephone Calls*. Personal phone calls are only to be made during
1065 lunchtime or breaks, except in emergencies such as, but not limited to, sudden illness or
1066 injury to a family member.

1067 7.4.3 *Punching In/Out*. Any Employee who intentionally punches another in or out is
1068 subject to discharge or other disciplinary actions; this not being an issue of progressive
1069 discipline. If it is substantiated that the violation took place at the request of the
1070 Employee whose card was erroneously punched in or out, that Employee is also subject

1071 to discharge or other disciplinary actions after a hearing, this not being an issue of
1072 progressive discipline.

1073 **7.4.4 Safety Reporting.** All parties to this Agreement shall cooperate in the enforcement
1074 of safety rules and regulations. Complaints with respect to unsafe or unhealthy working
1075 conditions shall be brought to the attention of the School District.

1076 **7.4.5 Unauthorized Areas.** Any member of the Bargaining Unit must be able to justify
1077 entrance into an area beyond his/her normal duties or work assignment or may be subject
1078 to disciplinary actions or discharge; this not being an issue of progressive discipline.

1079 **7.4.6 The Child Protective Services Law.** Notwithstanding anything herein to the
1080 contrary, the following rules apply for any Employee named as a perpetrator in an
1081 indicated report or founded report under the Child Protective Services Law, 23
1082 Pa.C.S.A. 6301, *et seq.*

1083 **7.4.6.1** Any Employee who is named as a perpetrator in an indicated report or a
1084 founded report must notify the Director of Human Resources of the School
1085 District as soon as possible, but in no event more than seventy-two hours after
1086 learning that he or she has been named as a perpetrator.

1087 **7.4.6.2** Any employee named as a perpetrator in an indicated report or a founded
1088 report shall be suspended without pay immediately, subject to the following terms
1089 and conditions:

1090 **7.4.6.2.1** If and only if the Employee files an appeal from the finding that
1091 he or she is a perpetrator in a founded or indicated report in accordance
1092 with 23 Pa. C.S.A. 6341 within ten (10) calendar days of being notified
1093 that he or she has been named as a perpetrator, the Employee may request
1094 an informal hearing/meeting with the School District within ten calendar
1095 days of the filing of the appeal to determine if the suspension without pay
1096 pending discharge should be reversed or changed in any manner and if
1097 wages and applicable benefits should be restored, including restoring said
1098 wages or applicable benefits retroactively.

1099 **7.4.6.2.2** In the event that the Employee does not file an appeal from the
1100 finding that he or she is a perpetrator in a founded or indicated report in
1101 accordance with 23 Pa. C.S.A. 6341 within ten (10) calendar days, he or
1102 she shall be deemed to have voluntarily resigned from employment and
1103 shall not be entitled to invoke any contractual or legal remedies to contest
1104 his or her suspension without pay, deemed resignation, or separation from
1105 employment.

1106 **7.4.6.2.3** If a timely request for an informal hearing/meeting is made in
1107 accordance with 7.4.6.2.1, the Employee may present evidence in the form
1108 of his or her verbal or written explanation, written statements from
1109 witnesses with firsthand information, or relevant documentary evidence.
1110 No live "witnesses" except that Employee shall be allowed unless the

1111 School District agrees otherwise. The Employee may be represented by the
1112 Federation or by legal counsel at his or her expense. The School District
1113 shall have discretion whether to grant the Employee any relief, including
1114 reinstatement of the Employee with or without back pay. The School
1115 District's decision shall be final and not subject to the grievance or
1116 arbitration provisions of this Agreement.

1117 **7.5 Termination of Employment.** (Cross Reference to 7.12, regarding Seniority for Layoffs,
1118 Recall). Continuous Service is broken, Seniority lost upon and Employment shall cease for any
1119 of the following:

1120 7.5.1 Resignation.

1121 7.5.2 Discharge for just cause.

1122 7.5.3 Failure to report to active duty at conclusion of leaves of absence.

1123 7.5.4 Failure to report to work within ten (10) days after receipt of written notice to recall.

1124 7.5.5 Refusal to accept any position for which the Employee is qualified to perform when
1125 recalled from furlough.

1126 7.5.6 Absence from active duty because of illness for two consecutive years. When an
1127 Employee asserts that his or her absence from work is necessary because of the
1128 Employee's illness, the School District may take reasonable steps, including referring
1129 the Employee to a health care professional retained by the School District or the. School
1130 District's disability or workers' compensation insurance carrier, to confirm that the
1131 Employee's, absence from work is necessary.

1132 7.5.7 Layoff without recall for two consecutive years.

1133 7.5.8 Deceased.

1134 **7.6 Hours of Work.**

1135 7.6.1 *Assignment of Overtime For Custodial Employees Only.* The School District may
1136 utilize day-to-day substitutes to cover employee absences as outlined in Article VI (Days
1137 or Leaves of Absence). If a substitute is not available, overtime may be assigned in
1138 accordance with established District procedures outlined in 7.6.1.1, 7.6.1.2 and 7.6.1.3.

1139 The School District reserves the right to modify overtime assignments or procedures as
1140 operational needs require. The District will provide at least forty-eight (48) hours'
1141 written notice to affected Employees of any substantive changes, except in cases of a
1142 true emergency (defined under section 1.4).

1143 7.6.1.1 Custodial Employees who are interested in working overtime shall
1144 indicate in writing on a form created by the School District that they are available
1145 to work overtime.

1146 7.6.1.2 Overtime will be offered in seniority order on a rotating basis, among
1147 custodial Employees who have indicated on the form created by the School
1148 District that they are available for overtime within the school or building in which
1149 the overtime occurs.

1150 7.6.1.3 Overtime need not be offered to any Employee, who, in the sole discretion
1151 of the School District, does not possess the experience or qualifications necessary
1152 to perform the overtime work. The School District is not obligated to offer
1153 overtime for a period of three (3) months (90 days) to any Employee who has
1154 declined or not been available for overtime on three (3) consecutive occasions,
1155 excluding emergencies requiring medical attention. After three (3) months, the
1156 Employee shall be eligible to indicate again that he or she is available to work
1157 overtime.

1158 **7.7 Paid Break Times and Unpaid Lunch.** All full-time Employees shall be entitled to a
1159 fifteen (15) minute break period in the first half of the full shift and fifteen (15) minute break
1160 period in the second half of the full shift, which shall be scheduled by the administration at each
1161 work location if Employees cannot agree.

1162 7.7.1 All full-time Employees shall have a minimum of one half (1/2) hour of
1163 uninterrupted, duty-free lunch period.

1164 **7.8 Hours of Work in General.** For purposes of this Agreement, Employees shall be placed in
1165 the following categories:

1166 7.8.1 Twelve-month full-time Employees are those individuals who are employed on the
1167 basis of eight (8) hours per day, five (5) days per week, fifty-two (52) weeks per fiscal
1168 year.

1169 7.8.2 Nine and one-half (9-1/2) month full-time Employees are those individuals who
1170 work regularly scheduled shifts, five (5) days per week during the academic year and
1171 those whose total hours worked equal to thirty five (35) or more hours per week.

1172 7.8.3 However, those Employees who have been continuously employed in the
1173 Bargaining Unit since on or before June 30, 2008, and are classified as full time
1174 Employees (because they have been scheduled to work at least five (5) days per week
1175 during the academic year and their total hours worked equal twenty-five (25) or more
1176 hours per week) shall continue to be classified as full-time Employees as long as they
1177 continue to work in the Bargaining Unit at least five (5) days per week for a total of
1178 twenty-five or more hours per week.

1179 7.8.4 Part-time Employees are those individuals who work less than thirty-five (35) hours
1180 a week x 180 days for nine and one-half (9-1/2) months.

1181 7.8.5 The School District shall establish hours of work for all twelve (12) month full-time
1182 and nine and one-half (9 1/2) month full-time Employees; which includes changes and
1183 rotation of Employees; schedules shall not be changed without at least forty-eight (48)
1184 hours' written notice to the Employees involved and to the Federation, except in the case

1185 of emergencies The establishment of split shifts for full-time Employees shall not be
 1186 permitted.

1187 **7.8.6** A minimum cutoff time for "reporting off" from work will be as follows:

1188 **7.8.6.1** Two (2) hours prior to the start of the morning shift; three (3) hours prior to
 1189 the start of the afternoon shift.

1190 **7.8.6.2** All Employees "reporting off" are to follow the procedures set by the Head
 1191 of the Department.

1192 **7.9 Rotation of Cafeteria Extra {Overtime} Hours.** The School District shall have the option of
 1193 utilizing day-to-day substitutes for absenteeism overtime. However, if no day-to-day substitutes
 1194 are available the following procedure will be utilized for said overtime:

1195 **7.9.1** The number of hours worked by the absent Employee will be offered to other
 1196 Employees on the basis of hours worked by those Employees, in descending order by
 1197 seniority, on a rotating basis.

1198 **7.9.2** Where two or more Employees are working the same number of hours, the extra
 1199 time will be offered in seniority order.

1200 **7.9.3** Vacancies resulting thereafter from the initial assignment of extra time will be filled
 1201 on the same basis as set forth in paragraphs a and b among all cafeteria Employees
 1202 working three hours or more.

1203 **7.9.4** The foregoing procedure applies only to cafeteria Employees working on a
 1204 scheduled basis of three or more hours a day.

1205 **7.10 Second Shift Overtime-Different Facility.** An Employee called to work as overtime,
 1206 second full shift (eight hours at a different facility), shall be granted, as one (1) hour of work, that
 1207 time to prepare and to move from the original location of work to the overtime site. While
 1208 clocked in for seven (7) hours, the respective administrator will mark the card as eight (8) hours.
 1209 This condition does not apply if the actual overtime period should be less than seven (7) full
 1210 hours.

1211 **7.11. Offering Additional Work or Making Up Lost Work.** The School District shall have the
 1212 discretion to offer additional work and to reschedule lost work. Such work, when offered, shall
 1213 be offered in accordance with the following terms and conditions:

1214 **7.11.1** The wages paid for such work will be at the Employee's usual base hourly rate
 1215 regardless of the classification of the Employee.

1216 **7.11.2** The School District shall establish and maintain a list of Employees willing to
 1217 perform such work. The list will be prepared in August of each year, and Employees
 1218 must indicate their interest in being included on the list no later than that September 30
 1219 each year. No Employee may be added to the list after September 30, except Employees
 1220 newly hired.

1221 7.11.3 The Employees on the list will be ranked on the list in accordance with their
1222 seniority. When opportunities arise, Employees will be offered opportunities rotating
1223 through the list in the order of seniority.

1224 7.11.4 Notwithstanding anything herein to the contrary, work that requires specialized
1225 skills, training or ability may be assigned to an Employee with the needed skill, training
1226 or ability notwithstanding seniority.

1227 7.11.5 If any Employee on the list turns down offered opportunities or is unavailable more
1228 than five (5) times in a school year, the Employee will be removed from the list.

1229 7.11.6 In the event that school is held online rather than in person and the workday for
1230 one or more cafeteria workers is cancelled, the affected cafeteria worker may use a
1231 personal day.

1232 7.11.7 Any additional work or make up for lost work under this 7.1 1 shall not take the
1233 place of the normal work of any Employee.

1234 **7.12 Job Assignments.**

1235 7.12.1 *Job Posting.* Job vacancies that the School District intends to fill with a new
1236 Employee, as opposed to a contractor, shall be posted by the School District on its
1237 website. Any additional postings shall be at the sole discretion of the School District.

1238 §7.12.1.1 The School District will make available to every Employee a computer
1239 at each building, and log-in credentials, so that Employees can access the School
1240 District website.

1241 7.12.2 *Promotions (One Job Classification To a Higher Job Classification) within*
1242 *the Bargaining Unit For Example, Custodian To Head Custodian or Food Service*
1243 *Lead-Worker To Food Service Cook - Not Transfers.* The School District has sole
1244 discretion in determining which Employees are "qualified" for a job promotion as
1245 well as determining which applicants for a particular job posting are "qualified"
1246 for the position. Of those deemed "qualified" by management, seniority will be
1247 the determining factor.

1248 **7.13 Seniority For Layoffs And Recall.**

1249 **7.13.1 Definitions**

1250 7.13.1.1 *Continuous Service.* A continuous service date is used to show an
1251 Employee's length of unbroken service in the School District.

1252 7.13.1.2 *Seniority.* A seniority date is used to show an Employee's sonority in
1253 the School District. It may be changed when an Employee loses seniority credit as
1254 provided in the guidelines.

1255

1256 **7.13.1.3 Continuous Service Is Broken**, Seniority is lost upon and employment
1257 shall cease for any of the following:

1258 **7.13.1.3.1** Resignation.

1259 **7.13.1.3.2** Discharge for just cause.

1260 **7.13.1.3.3** Failure to report to active duty at conclusion of leaves of
1261 absence.

1262 **7.13.1.3.4** Failure to report to work with ten (10) days after receipt of
1263 written notice of recall.

1264 **7.13.1.3.5** Refusal to accept any position for which the Employee is
1265 qualified to perform when recalled from furlough.

1266 **7.13.1.3.6** Absence from active duty because of illness for two
1267 consecutive years.

1268 **§7.13.1.3.7** When an Employee asserts that his or her absence from work
1269 is necessary because of the Employee's illness, the School District may
1270 take reasonable steps, including referring the Employee to a health care
1271 professional retained by the School District or the School District's
1272 disability or workers' compensation insurance carrier, to confirm that the
1273 Employee's absence from work is necessary.

1274 **7.13.1.3.8** Layoff without recall for two consecutive years.

1275 **7.13.1.3.9** Deceased.

1276 **7.13.2 Seniority Guidelines.**

1277 **7.13.2.1** Seniority accumulates during leaves of absence for:

1278 **7.13.2.1.1** Paid sick/disability leave.

1279 **7.13.2.1.2** Leaves of absence for personal reason.

1280 **7.13.2.1.3** Unpaid sick leave.

1281 **7.13.2.1.4** Layoff (except in layoffs under Section 3 (emergency cases)).

1282 **7.13.2.2** In cases of layoffs with two Employees with the same seniority, the tie-
1283 breakers are as follows:

1284 **§7.13.2.2.1** First day of work.

1285 **7.13.2.2.2** Board appointment date.

1286 **7.14 Layoff.** In the event it becomes necessary to reduce staff permanently, for any reason:

1287 **7.14.1** The least senior individual in that department shall be laid off.

1288 **7.14.2** The School District shall provide affected Employee(s) with at least ten (10)

1289 workdays' advance written notice of layoff, except in cases of emergency. The

1290 Federation shall have the opportunity to review staff affected, confirming compliance

1291 with the seniority provisions and other applicable terms of this Agreement.

1292

1293 Contracted staff shall be dismissed prior to the layoff of District Employees.

1294

1295 **7.14.3** For the purpose of this Agreement, seniority shall be applied on a departmental

1296 basis as follows:

1297 **7.14.3.1** Maintenance Department.

1298 **7.14.3.2** Custodial Department.

1299 **7.14.3.3** Food Services Department.

1300 **7.15 Recall.** Employees on the recall list shall be recalled in order of seniority by job

1301 classification held at time of Layoff. To the extent practicable, the Federation shall have the

1302 opportunity to review staff affected, confirming compliance with the seniority provisions and

1303 other applicable terms of this Agreement.

1304

1305 **7.15.1** Laid off Employees shall report to work within five (5) working days upon receipt

1306 of written notice of recall.

1307 **7.15.2** No new Employees will be hired until all Employees on layoff having the skill to

1308 perform the work have been recalled.

1309 **7.16 Personnel Files.**

1310 **7.16.1 Access and Inspection.** All full-time and part-time Bargaining Unit members will

1311 have the right during regular office hours to inspect their own personnel files and to

1312 make a copy and to answer anything therein. However, the Employee shall not have the

1313 right to remove the file or any of its contents from the administration office. Employees

1314 shall be permitted to inspect their personnel files at a time to be arranged by appointment

1315 with the School District's Director of Human Resources.

1316 **7.16.2 Contents.** For the purpose of this provision, the term personnel files shall include:

1317 **7.16.2.1** Application for employment.

1318 **7.16.2.2** Wage and Salary Information.

1319 **7.16.2.3** Notices of commendation, warning or discipline.

1320 **7.16.2.4** Authorizations for deductions or withholding of pay.

1321 **7.16.2.5** Fringe benefit information.

1322 **7.16.2.6** Records regarding leaves of absence/board letter reflecting such leaves.

1323 **7.16.2.7** Records regarding the employment history of the individual (including
1324 salary information, job title, dates of changes, retirement records, attendance
1325 records and employment evaluations.).

1326 **7.16.2.8** Police background clearances

1327 **7.17 Background Requirements.** The School District and Employees shall comply with
1328 applicable Employee clearance requirements imposed by law.

1329 **7.18 Probationary Periods (90 And 60 Calendar Days).** An Employee shall be a probationary
1330 Employee until he/she has worked for the School District at least ninety (90) days. After he/she
1331 has worked such period, an Employee shall gain seniority status, and his/her seniority date shall
1332 revert to the first day of employment. During the ninety- (90) day probationary period, the
1333 Employee shall work under the provisions of this Agreement except as hereinafter provided
1334 and shall be employed only on a trial basis during which time his/her employment may be
1335 terminated without recourse. A probationary Employee shall be entitled to receive the fringe
1336 benefits and insurance provided by this Agreement on the first day of the calendar month
1337 following his/her employment through action of the School Board.

1338 **7.18.1** Employees moving to a higher job classification (not a higher level within a job
1339 classification) shall be a probationary Employee for sixty (60) days. Example: Custodian
1340 to Maintenance, Utility to Cook/Baker, etc. After sixty (60) day probationary period, if
1341 said Employee is evaluated as unacceptable, the Employee will have the right to return
1342 to the Employee's previous position.

1343 **7.19 Toxic Materials.** Where the School District uses toxic materials, it shall, in accordance with
1344 the Worker and Community Right to Know Act, inform the affected Employees of what
1345 hazards, if any, are involved and what precautions shall be taken to ensure the safety of
1346 Employees.

1347 **7.19.1** Upon request of the Federation, as is required by the Worker and Community Right
1348 to Know Law, the School District shall provide, in writing, requested information from
1349 material safe data sheets on toxic substances to which Employees are exposed in the
1350 workplace.

1351 **7.19.2** The School District will provide annual training for all Employees on matters
1352 relating to safe workplace practices and the Worker and Community Right to Know
1353 Act.

1354 **7.20 Work Disruption.** Members of the maintenance crew are to be cautious and aware of
1355 problems created when they stop and take time to socialize with other School District
1356 Employees who are under the supervision of other supervisors and administrators.

1357 **7.21 Prohibition of Maintenance Employee Doing Custodial Work**

1358 **7.21.1** Maintenance Employees shall not be required to perform custodial duties except
1359 in case of emergency.

1360 **7.21.2** Maintenance Employees shall be required to broom clean their work area.

1361 **7.22 Prohibition of Any Bargaining Unit Employee Directing Traffic or Performing Bus**
1362 **Duty.** Bargaining Unit Employees shall not be required to direct traffic or perform bus duties.

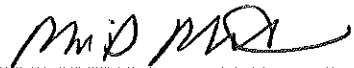
1363 **Article VIII. Job Descriptions And Evaluations**

1364
1365 **8.1 Job Descriptions.** The School District shall maintain job descriptions for each Bargaining
1366 Unit position. Employee evaluations and tests to determine qualifications for promotion shall be
1367 consistent with the School District's job descriptions. In the event that the School District
1368 revises the job description for any Bargaining Unit position, it shall provide copies of the new
1369 job description(s) to the Federation President and to each Employee in the affected position(s).

1370 IN WITNESS WHEREOF, the patties hereto, intending to be legally bound, have each caused
1371 the due execution and attested hereto by its duly authorized officers.

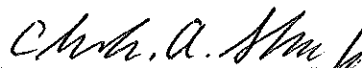
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1374 **ATTEST:**

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1377 **By:**



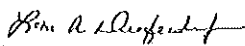
1378 Federation Vice President

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1382 **ATTEST:**

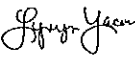
1376
1377 **By:** 

1378 Federation President

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1385 **By:**

1386 

1387 Board Secretary

1384
1385 **By:** 

1386 Board President

1387
1388
1389 **DATE:** Jul 1, 2026

1390
Lyryn Yacoe, School Board President
Lori A. Diefenderfer, School Board Secretary
Coatesville Area School District
3030 CG Zinn Road, Thorndale, PA 19372
Board Approved: June 23, 2026

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EXHIBITS

- 1. Exhibit A-Job Classification – Page 15**
- 2. Exhibit B - Medical Benefits – Page 42**

1399
1400
1401

Exhibit B

(Be sure to check your portal under IBX.com for the most up-to-date information.)



Medical Benefit Highlights

Keystone Direct POS C3-F2-01 Coatesville Area S D

Covered Services	Your Costs (You pay)	
	In-Network	Out-of-Network
Benefits per Calendar Year		
Deductible (Embedded) ¹ Individual/Family	\$250/\$500	\$500/\$1,500
Out-of-Pocket Maximum (Embedded) ² Individual/Family	\$6,600/\$13,200	\$7,600/\$22,800
Coinsurance	0%	30%
Preventive Services	In-Network	Out-of-Network
Preventive Care	No charge no deductible	30% no deductible
Preventive Colonoscopy		
Preventive Plus Providers	No charge no deductible	Not covered
Hospital Based	No charge no deductible	30% no deductible
Physician Services	In-Network	Out-of-Network
Primary Care Physician (PCP) Office Visit	\$20 no deductible	30% after deductible
Specialist Office Visit	\$40 no deductible	30% after deductible
Retail Health Clinic Visit	\$20 no deductible	30% after deductible
Telemedicine	Not covered	Not covered
Urgent Care Visit	\$70 no deductible	30% after deductible
Therapy Services	In-Network	Out-of-Network
Physical Therapy (In-Network: 30 visits/ year; Out-of-Network: 30 visits/year) ³		
Freestanding	\$40 no deductible	30% after deductible
Hospital Based	\$40 no deductible	30% after deductible
Occupational Therapy (In-Network: 30 visits/year; Out-of-Network: 30 visits/year) ³		
Freestanding	\$40 no deductible	30% after deductible
Hospital Based	\$40 no deductible	30% after deductible
Speech Therapy (In-Network: 20 visits/ year; Out-of-Network: 20 visits/year)	\$40 no deductible	30% after deductible
Emergency Services	In-Network	Out-of-Network
Emergency Room (copay not waived if admitted)	\$100 after deductible	Covered at In-Network level
Emergency Ambulance	No charge after deductible	Covered at In-Network level
Non-Emergency Ambulance	No charge after deductible	30% after deductible

Reference ID: 1000952007012019

1402

Independence

Hospital Services	In-Network	Out-of-Network
Inpatient Hospital Services (In-Network: 365 days/year; Out-of-Network: 70 days/year) ⁴	\$100/Day; max of 5 copays per admission after deductible	30% after deductible
Maternity Hospital Services ⁴	\$100/Day; max of 5 copays per admission after deductible	30% after deductible
Inpatient Professional Services (includes Maternity)	No charge no deductible	30% after deductible
Outpatient Surgery	In-Network	Out-of-Network
Freestanding	\$50 after deductible	30% after deductible
Hospital Based	\$50 after deductible	30% after deductible
Outpatient Professional Services	No charge no deductible	30% after deductible
Outpatient Diagnostics	In-Network	Out-of-Network
Diagnostic Medical (EKG)	\$40 no deductible	30% after deductible
Routine Radiology (X-Ray)		
Freestanding	\$40 no deductible	30% after deductible
Hospital Based	\$40 no deductible	30% after deductible
Advanced Imaging (MRI/MRA,CT/CTA Scan, PET Scan)		
Freestanding	\$80 no deductible	30% after deductible
Hospital Based	\$80 no deductible	30% after deductible
Outpatient Lab and Pathology	In-Network	Out-of-Network
Freestanding	No charge no deductible	30% after deductible
Hospital Based	No charge no deductible	30% after deductible
Other Medical Services	In-Network	Out-of-Network
Spinal Manipulations (In-Network: 20 visits/year; Out-of-Network: 20 visits/year)	\$40 no deductible	30% after deductible
Acupuncture	Not covered	Not covered
Standard Injectables	No charge after deductible	30% after deductible
Allergy Injections	No charge after deductible	30% after deductible
Biotech/Specialty Injectables	\$100 after deductible	30% after deductible
Chemotherapy	No charge after deductible	30% after deductible
Dialysis	No charge after deductible	30% after deductible
Skilled Nursing Facility (In-Network: 120 days/year; Out-of-Network: 60 days/year)	\$50/Day; max of 5 copays per admission after deductible	30% after deductible
Home Health	No charge after deductible	30% after deductible
Hospice	No charge after deductible	30% after deductible
Durable Medical Equipment (DME)	30% after deductible	50% after deductible
Mental Health – Outpatient (includes serious mental illness and substance abuse)	\$40 no deductible	30% after deductible

Reference ID: 1000952007012019

Independence

Mental Health – Inpatient (Includes serious mental illness and substance abuse) ⁴	\$100/Day; max of 5 copays per admission after deductible	30% after deductible
Routine Eye Care	\$40 no deductible	Not covered

- 1 Embedded deductible: Each covered family member only needs to satisfy his or her individual deductible, not the entire family deductible, prior to receiving plan benefits.
- 2 Embedded out-of-pocket maximum: Each covered family member only needs to satisfy his or her individual out-of-pocket maximum, not the entire family out-of-pocket maximum.
- 3 Physical Therapy, Occupational Therapy, and Cognitive Therapy combined visit limit.
- 4 Inpatient hospital out-of-network day limit combined for all inpatient medical, maternity, mental health, serious mental illness, and substance abuse services.

Keystone Direct Point-of-Service lets you maintain freedom of choice by allowing you to select your own doctors and hospitals. Under this plan, you must select a Primary Care Physician, but can access most care in-network or out-of-network without a referral. Referrals are required for routine radiology, spinal manipulation and physical/occupational therapy. You maximize your benefits when you access care from a Keystone participating provider. If you access care from a provider who does not participate in our network, higher out-of-pocket costs apply.

This summary represents only a partial listing of benefits and exclusions of the Medical Program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. As a result, this managed care plan may not cover all of your health care expenses. Read your contract/member benefit booklet carefully for a complete listing of terms, limitations, and exclusions of the program. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.ibx.com/LGBBooklet or call 1-800-ASK-BLUE (TTY: 711).

Benefits may be changed by Independence Blue Cross to comply with applicable federal/state laws and regulations.

Certain services require preapproval/precertification by the health plan prior to being performed. To obtain a list of services that require authorization, please log on to <http://www.ibx.com/preapproval> or call the phone number that is listed on the back of your identification card.

In-network benefits are underwritten or administered by Keystone Health Plan East; Out-of-network benefits are underwritten by QCC Insurance company, subsidiaries of Independence Blue Cross - Independent licensees of the Blue Cross and Blue Shield Association. www.ibx.com

Reference ID: 1000952007012019

FEDERATION CONTRACT 2026-2029 - 6.23.26

Final Audit Report

2026-07-16

Created:	2026-06-24
By:	Chris Roten (rotenc@casdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWkSsE0tn5U21Vjllq7V6_FqbL3y9EKn

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-  Document created by Chris Roten (rotenc@casdschools.org)
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-  Agreement completed.
2026-07-16 - 1:04:11 PM GMT



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