Agreement by and between the

Chester County Intermediate Unit Education Association and the

Chester County Intermediate Unit Board of School Directors

August 15, 2022 – August 14, 2025

Acronyms and Definitions

1.	Administration	The Board of School Directors, the Executive Director, and any and all other Intermediate Unit administrators excluded from the certified bargaining unit
2.	Association	The Chester County Intermediate Unit Education Association/ PSEA/NEA, as certified by the PLRB
3.	Board	The Chester County Intermediate Unit Board of School Directors
4.	BVA	Brandywine Virtual Academy
5.	CCDC	Child and Career Development Center
6.	CCLC	Chester County Learning Center
7.	Executive Director	The chief administrator of the Intermediate Unit
8.	Intermediate Unit (IU)	The Chester County Intermediate Unit (CCIU)
-9	- Itinerant-	A bargaining unit member who is regularly assigned to work at more than one worksite.
10.	Long-Term Substitute (LTS)	Teachers hired as temporary employees for 90 consecutive working days or longer. Long-term substitutes: receive Personal Choice medical plan benefits; receive salaries that are negotiable, based on the established salary schedule for staff members; receive credit for prior service if they are rehired in subsequent years.
11.	Psychologist	A member of the bargaining unit who is employed as a certified school psychologist.
12.	TCHS	Technical College High School – Brandywine, Pennock's Bridge and Pickering Campuses

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Agreement by the Chester County Intermediate Unit Education Association and the Chester County Intermediate Unit Board

ARTICLE I - RECOGNITION

The Board recognizes the Association as the sole Pennsylvania Labor Relations Board-certified bargaining agent representing all full-time and part-time staff members and all long-term substitutes. This Agreement includes units certified by the PLRB #PERA-388E and #PERA-R-406-E, PERA-R-275-E and PERA-U-7418-E.

The Board and the Association have voluntarily agreed to be bound by the provisions of this document.

ARTICLE II - TERM OF THE AGREEMENT

The term of the Agreement shall begin August 15, 2022 and extend to August 14, 2025.

ARTICLE III - WAGE & SALARY PROVISIONS

A. Salary

For the 2022-23 through 2024-2025 school years, salaries for the bargaining unit members shall be in accordance with the salary schedules contained in Appendix D of this Agreement.

A bargaining unit member who receives an unsatisfactory rating will not receive a salary increase for the subsequent school year. In the next year, following a final satisfactory rating, the member will return to his/her appropriate placement/step on the salary schedule. A bargaining unit member in danger of receiving an unsatisfactory final evaluation (except for a disciplinary cause) shall be notified by his or her supervisor by March 1. A professional improvement plan to help the bargaining unit member improve his or her performance will be established and implemented by March 15. The final evaluation of the bargaining unit member shall occur May 15 or later.

B. Homebound Instruction

Teachers providing instruction in the home will be reimbursed for mileage equal to twice the distance between their assigned school and the instruction in the home site, or the distance between their assigned school and the instruction in the home site plus the distance to their home, whichever is less. The per hour rate of pay shall be:

2022-23 through 2024-25 \$39.00

Effective August 15, 2022, and in each contract year thereafter, the per hour rate of pay will be as indicated above or equal to the average non per diem curriculum rate and/or homebound rate of the school districts of Chester County, whichever is greater. The Association will be provided with an accounting of each entity's then current curriculum rate on June 1 of each year.

C. Curriculum Writing and Inservice

Bargaining unit members engaged in curriculum writing or inservice at the request of the Administration beyond the workday and/or contractual year shall be compensated for these services. The per hour rate of

pay for bargaining unit members engaged in these assignments shall be:

2022-23 through 2024-25

\$39.00

Effective August 15, 2022, and in each contract year thereafter, the per hour rate of pay will be as indicated above or equal to the average non per diem curriculum rate and/or homebound rate of the school districts of Chester County, whichever is greater. The Association will be provided with an accounting of each entity's then current curriculum rate on June 1 of each year.

D. Supplemental Contracts

If the supplemental contracts listed in Appendix F are awarded, they shall be paid based on the number of units awarded for the position multiplied by the value per unit. The Board and a committee of the Association will meet and discuss during February of each year concerning the number of units awarded to positions and the value per unit. The Board may choose not to fill any of the positions listed in Appendix F.

E. Career and Technical Education Program Advisory Committee

Bargaining unit members who participate in evening career and technical education program advisory committee assignments will be compensated at the rate of \$75 per evening or, at the discretion of the administration, may be given credit for 1/2 in-service day to be applied against the contractual year.

F. Class Coverage

A bargaining unit member assigned during a duty-free period to cover a class or other assignment of another bargaining unit member shall be paid a pro rata portion of the building substitute rate.

ARTICLE IV - STATUTORY SAVINGS CLAUSE

The Pennsylvania School Code is incorporated in this Agreement. Nothing contained in this Agreement shall be construed to deny or restrict staff members' rights under the Public School Code of 1949, as amended, the Public School Employee Relations Act, or other applicable laws or regulations.

ARTICLE V - REQUIRED MEETINGS OR HEARINGS

Whenever any bargaining unit member is required to appear before the Executive Director, the Board and/or any committee thereof, he/she shall be given prior notice, in writing, of the reason for such meeting if disciplinary action is under consideration. He/she shall be entitled to have a member of the Association or legal counsel present, if necessary. If, as the result of disciplinary action, suspension of the bargaining unit member is necessary pending charges, such suspension may be without pay.

If the charges are proven false, the bargaining unit member shall be reinstated to the same status as before he/she was charged without any interruption in seniority. Salary will be retroactive to the time of such suspension in accordance with Section 1130 of the School Code.

ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of Facilities

The Association may use IU buildings, bulletin boards, mail facilities, mailboxes and email with the approval of the appropriate administrator.

B. Required Information

The Board agrees to make available to the Association all public information concerning the financial resources of the IU and any other public information that the Association may need to process a grievance or complaint.

C. Dues Deduction

- 1. The Board agrees to deduct from the salary of any bargaining unit member, who individually authorizes such deductions in writing on a form provided by the Board, the dues for local, state and national associations in twenty (20) installments, beginning with the first paycheck in November. The President of the Association shall certify, in writing, to the Administration the total of the amount of dues to be collected and the names of the members from whom to be collected prior to October 2 of each school year. The Board shall pay to the Treasurer of the Association the dues collected following each installment to permit the Treasurer to disburse the monies as required.
- The Association shall indemnify and save harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Administration for the purpose of complying with any provisions of Article VI - Association Rights and Privileges.

D. Leave for Association President and Other Officers

A maximum of eight (8) days will be granted for the local, state and regional officers upon one (1) weeks' notice. Such days will be with pay, less the cost of a substitute if a substitute is hired. A maximum of four (4) people will be involved. The group will be the same personnel for the period of the year. Two (2) additional days of leave for the Association President or designee, with pay, will be provided annually.

E. Dissemination of Agreement

The Board will provide a contract for each staff member within one month of the contract ratification.

ARTICLE VII - EXISTING POLICIES AND PRACTICES

A. Bargaining Unit Member Leave

Sick Leave

Ten (10) days sick leave is granted annually to all full-time staff members in accordance with Section 1154 of the School Code. Extended Year Bargaining Unit Members, described in Appendix I, are granted one additional sick day per year, for a total of eleven (11) sick days. All Bargaining Unit Members may use up to five (5) of their accrued sick days per year for illness of an immediate family member, which is defined as mother, father, spouse, child, brother, sister, parent-in-law, grandparent, or near relative.

2. Personal Leave

i. General

- a. Each full-time bargaining unit member shall be granted two (2) days annually. Each part-time bargaining unit member with a FTE of .5 or greater shall be granted one (1) day annually. The one day will be equal to the regular workday of the bargaining unit member. Days can accumulate up to ten (10) days.
- b. Accumulated personal leave in excess of ten (10) days will be converted to sick leave.

Reason for such leave need not be given, but it is assumed that such leave will only be requested for legitimate personal reasons requiring absence from duty to complete tasks which cannot be arranged at another time. These reasons may be, or similar to, necessary business transactions, religious holidays, critical family illness, etc. All leaves must be arranged one week in advance, with the exception of emergency circumstances, which will be discretionary with the Administration.

c. Limits on Use

Bargaining unit members may not take more than five (5) personal days consecutively nor may they take more than seven (7) personal days during any one school year.

Personal leave may not be taken during the following times provided, however, a request for an exception may be submitted in writing to the Executive Director for consideration:

- i. During the first five (5) days or the last ten (10) days of the days of the school year. Except that leave for a bargaining unit member to attend his/her graduation from a degree granting institution or to attend graduation of bargaining unit member's spouse or child from a degree granting institution will be approved.
- ii. At any time that would extend a vacation or holiday period.
- iii. Not more than five percent (5%) of the total staff at any one location can be on leave on the same day. Where five percent (5%) of staff at a location would be less than one (1) person, the limit shall be one (1) person.

3. Child Rearing Leave

The Board has approved a policy on Child Rearing Leave, which is attached hereto as Appendix A.

4. Religious Leave

A staff member must request religious leave one week in advance, in writing, and will be granted the opportunity to make up the day at the discretion of the Administration, according to Section 955.1 of the Human Relations Act. If the staff member chooses not to make up the lost time, the staff member may use a personal day or elect not to be paid for that day.

5. Bereavement Leave

i. Immediate Family

Whenever a professional or temporary bargaining unit member shall be absent from duty because of a death in the immediate family of said bargaining unit member, there shall be no deduction in salary of said bargaining unit member for an absence not in excess of three (3) school days. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant.

Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law and/or near relative who resides in the same household or with any person whom the bargaining unit member has made his/her home.

ii. Near Relative

Whenever a professional or temporary bargaining unit member is absent because of the death of a near relative, there shall be no deduction in the salary of said bargaining unit member for absence on the day of the funeral. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant.

A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Any deviation from this policy under 5i. or 5ii. must be with the approval of the Executive Director.

6. Jury Duty

Bargaining unit members in the bargaining unit who are summoned to jury duty or subpoenaed to appear for an IU-related matter during the scheduled school year will be granted leave. During the leave, the bargaining unit member will be paid his/her regular salary less any payment received for services as a juror.

7. Sabbatical Leave

Sabbatical leave shall be granted according to applicable sections of the Pennsylvania School Code and Chester County Intermediate Unit Procedure #338; provided, however, that a bargaining unit member may request an exception to said procedures in writing to the Executive Director for consideration in the event of any extenuating circumstances.

B. Payroll Policies

- 1. Paydays will be on the 15th and the last day of the month.
- 2. All bargaining unit members shall elect to receive either twenty (20) annual pays or twenty-four (24) annual pays, said election to be made by May 1 of the prior school year.
- 3. Bargaining unit members electing the twenty-four (24) pay options shall have the option to receive any remaining paychecks due to them in July and August with the last paycheck in June.
- 4. Elected options shall remain in force from year-to-year, unless written notice of a change is provided by the bargaining unit member to the Human Resources Division by May 1.
- The Human Resources Division will notify bargaining unit members in advance of the election date.
- 6. In the event that a payday falls on a weekend or a holiday, pay shall be made available to bargaining unit members on the previous business day.
- 7. Checks not distributed will be mailed in sufficient time to be delivered on payday.

C. Staff Travel

Travel allowance will be provided for staff required to travel as part of their assignment. Mileage approved by the bargaining unit member's supervisor will be reimbursed at the rate authorized by the Internal Revenue Service for business expense deductions. Mileage shall be calculated according to Board procedure #331.

No bargaining unit member shall be required to use his/her own vehicle to transport students at any time.

D. Conventions

Staff members may be granted leave to attend professional meetings. Reimbursement will be according to Board policy and is dependent on available funds. The staff member must apply, in writing, to the proper administrator in sufficient time to comply with Board policies and procedures. If permission is denied, the staff member may appeal to the next higher administrative level, where the response is binding and not subject to the grievance process.

E. Extra Service

- 1. Bargaining unit members of the IU will be given first consideration for any extra service.
- 2. The following pay scale is for Extended School Year programs:

Bargaining unit members on salary scale steps:

- 1-5 Shall be paid \$32.00 per hour
- 6-10 Shall be paid \$37.00 per hour
- 11-16 Shall be paid \$42.00 per hour
- 3. In the event that Administration needs to pay professional staff at a rate above the pay scale listed above (Article VII, E. 2), the Administration and the Association agree to meet to discuss the Administration's need for the higher rate.
- 4. The bargaining unit member's step shall be defined as the step the bargaining unit member is on for the current school year.
- 5. The rates for all other extra service shall be set by the IU board.

F. Outside Activities

If staff members are invited to participate in professional activities for which payment is offered:

- Such activities should be accomplished during the workday only when they are directly related to the staff members' responsibilities. No additional compensation will be paid by the Board for such activity during the workday. Any activity unrelated to duties at the IU during the workday must be approved by the Administration.
- 2. The Administration must be advised concerning such unrelated activities.
- 3. This policy does not attempt to limit the activities of any staff member, but to grant maximum flexibility in meeting personal and professional obligations.

G. Vacancies

- 1. Bargaining unit members will be notified of all existing vacancies by appropriate posting, including vacancies in supervisory positions. Postings will occur in each location where there are four (4) or more IU operated classes. These notices will be posted for ten (10) days in each building and the Association will be notified. In the filling of vacancies, in-house candidates will be reviewed and considered prior to appointment of an outside candidate, provided that final decisions regarding selection of the candidate shall remain a management prerogative. Applicants for a position who are not selected will be notified in writing. A new position shall be posted with accompanying job description, qualifications and salary.
- 2. During the period, August 15 through the end of the first instructional week of September, the Administration has the right to fill vacancies as they occur to ensure that permanent bargaining unit members are available at the beginning of the school year. Before filling vacancies that occur between these dates, Administration will review transfer request forms to determine if any current staff members might be interested in the position. Bargaining unit members who have expressed an interest in the type of assignments available will be considered before filling vacancies. During the first instructional week, only vacancies that result from bargaining unit member resignations, retirements or promotions will qualify under this paragraph.
- 3. For information of staff in districts, and during summer months, lists of available positions will be prepared and distributed by the Administration.

H. Transfer

- 1. During each year of this contract, the Administration will compile a list of all bargaining unit members who request a voluntary transfer from their present positions and their preferences. Before reassigning a bargaining unit member, the Administration will consider the bargaining unit members on this list. An involuntary transfer and/or change in teaching assignment will not be made by the Administration without a conference with, and written notification to the bargaining unit member, stating the reasons for such transfer, no later than July 15 unless there are exceptional circumstances. If the bargaining unit member is not satisfied, he/she may appeal the transfer, in writing, to the Board within two (2) weeks. The Board shall establish a committee to consider such requests and reply to the individual in writing. No transfer action shall be final before the Board committee's formal response.
- 2. Prior to effect of an involuntary transfer, the Administration will notify the Association President of the transfer.

I. Reduction in Staff

- 1. The Administration will study class assignments before and after each school year to ensure that minimum state enrollment standards, based on available funds, are being met.
- 2. Staff reductions will occur by attrition, long-term substitutes, temporary bargaining unit members, and then considering performance and seniority within each area of certification in accordance with Section 1124 and 1125.1 of the School Code.
- 3. Ties in seniority will be broken by draw of lots in the presence of the staff members involved.
- 4. The Board will make no distinction between comprehensive special education certification and certification in one area of special education. Staff members to be furloughed will be notified as soon as that is known, but not less than 60 days before the effective date of the furlough.
- 5. Furloughed staff members will be given preference for any long-term substitute work in their areas of certification. The salary for such substitute work will be the same as if the staff member was recalled to active, full-time status. No salary credit will be granted for time while suspended or furloughed, but seniority will continue to accrue.
- 6. Furloughed staff members will be recalled according to procedures outlined in the School Code.
- 7. The Administration will follow Section 1113 of the School Code if classes are to be transferred between the school district and the IU when an IU class is transferred to the school district. With agreement among the staff member, school district and IU, the staff member will accompany the class and become an employee of the receiving district.

J. Bargaining Unit Member Evaluation

- 1. Evaluation of performance will occur in accordance with the School Code of 1949, as amended and in accordance with 22 PA Code §351.24 utilizing approved PDE forms or an approved alternative rating form.
- All written observation reports shall identify the length of time of supervisory observation. Where applicable, each observation shall be based upon observance of a complete activity, task or lesson. Where an unsatisfactory evaluation results from one or more observations, all written observation reports shall be attached.
- 3. All evaluations must include a follow-up conference.

- 4. In the event one unsatisfactory evaluation is rendered, the evaluator will make subsequent visits to the bargaining unit member's work environment to assess the bargaining unit member's implementation of the specific suggestions given to him/her for improvement of the teacher's classroom performance.
- 5. Bargaining unit members will be notified prior to the beginning of a formal observation that will result in a written evaluation.

K. Grievance Procedure

See Appendix B.

L. Deductions for Credit Union

The Board agrees to deduct from the salary payment for deposit with the Keystone (Chester County School Employees) Credit Union, in accordance with the instructions of the bargaining unit member and the capacity of the computer for such deductions.

M. Medication and Medical Functions

- 1. When required to do so, staff members shall administer medicine to a student only:
 - i. When a school nurse is unavailable;
 - ii. With written parental permission; and
 - iii. With written direction from a physician.
- 2. The Board shall indemnify the staff member.

N. Property Damage

- 1. The Board agrees to provide compensation for damage to personal clothing, prescription eyeglasses, or personal medical apparatus, such as hearing aids and dental appliances, caused by a student from IU classes during the bargaining unit members' work hours.
- 2. When such incident occurs, the principal/administrator must be notified the same day of the incident and he/she shall authorize replacement and/or repair. The total cost of this benefit to the Board shall not exceed \$5,000 per school year. All claims will be considered on a first-come, first-served basis.

O. Due Process

- 1. The Board and the Association expressly agree that the Board and the Administration shall not have the right to discipline a tenured bargaining unit member except for cause.
- 2. Disciplinary actions which the Board or Administration may take, provided that cause exists, shall include, but shall not be limited to, verbal reprimand, written reprimand, suspension from employment duties without pay, demotion, as defined in the School Code, unsatisfactory rating, or dismissal for cause.
- 3. No tenured bargaining unit member shall be dismissed unless the Executive Director shall recommend dismissal and a two-thirds (2/3) majority of the Board shall vote for dismissal at a public meeting of the Board.
- 4. In determining whether cause exists for dismissal, that term shall specifically include, but shall not be limited to, just cause, or any conduct or action by a tenured bargaining unit member which would lawfully provide a proper basis for dismissal pursuant to Section 1122 of the Public School Code of 1949 and interpretations thereof by Pennsylvania courts and/or the Secretary of Education.

- 5. In the event that the Executive Director shall recommend to the Board that a tenured bargaining unit member be dismissed, that recommendation and the reasons therefore shall be transmitted in writing to the Board President and the bargaining unit member involved. Within ten days after receipt by the bargaining unit member involved of such recommendation, he/she shall elect in writing whether he/she elects to proceed under the Sections 1121 through 1132 of the School Code or in accordance with the grievance procedure set forth in this Agreement, beginning at Step III. Tenured bargaining unit members whose dismissal for cause has been recommended may follow the grievance procedure or request a hearing pursuant to Sections 1121 through 1132 of the School Code, but not both.
- 6. The parties hereto agree that the dismissal or non-renewal of a temporary bargaining unit member shall not be grieved beyond the executive director level or arbitrated.
- 7. This section shall apply to disciplinary actions only and shall not apply to retirements, suspensions, transfers, demotions, abandonment of contract, resignation, or other changes in tenured bargaining unit member status which are initiated by the bargaining unit member, or which are initiated by the Board for reasons other than for the purpose of discipline of an bargaining unit member for cause.

ARTICLE VIII - FRINGE BENEFITS

A. Part-Time Bargaining Unit Member Benefits

Any bargaining unit member whose FTE is 50% or greater will receive benefits in proportion to the time worked per week on a regular basis. The applicable insurance benefits are Health and Hospitalization, Dental and Prescription. Any bargaining unit member whose FTE as of the date of ratification of this contract is less than 50%, and who purchases pro rata benefits as of the date of ratification of this contract shall continue to receive those benefits in proportion to the time worked per week on a regular basis for the life of this contract.

B. Tuition Reimbursement

During the term of this Agreement, reimbursement for tuition costs will be in accordance with the provisions of the Tuition Reimbursement Policy attached to this Agreement as Appendix C. The operating year for this policy will be August 15 to August 14.

- C. <u>Health and Hospitalization</u> (Available to all bargaining unit members)
 - 1. The Board will provide health and hospitalization benefits each year of the contract as follows:
 - a. 2022-23 School Year
 - i. The Board will provide Blue Cross Personal Choice Qualified High Deductible plan (QHD-HP1) as the Base Plan for bargaining unit members.
 - 1. Bargaining unit member shall contribute three and one-half percent (3.5%) of the premium for the appropriate tier. The Board shall contribute one thousand dollars (\$1,000) into a Health Care Savings Account (HSA) for the single plan and two thousand dollars (\$2,000) into an HSA for all other tiers.
 - The Board shall make one-half (1/2) of the aforementioned HSA contribution on September 1, 2022, and the other one-half (1/2) on March 1, 2023. For any bargaining unit member switching to the QHD-HP1 plan for the first time and for new hires selecting the plan, the HSA shall be fully funded on September 1,

2022, or the appropriate pro-rated portion based on date of hire.

- 3. In addition to the employer contribution, bargaining unit members will be able to make pre-tax contributions into the HSA account on a semi-monthly basis through payroll deduction.
- 4. The cost to administer the HSA will be the sole responsibility of the bargaining unit member.
- 5. The QHD-HP1 will also include prescription drug coverage as described in Article VIII, D.
- 6. Part-time bargaining unit members eligible for health benefits pursuant to the CBA, may elect the QHD-HP1 with a pro-rated contribution amount based on FTE.
- ii. The Board will offer bargaining unit members the Blue Cross Personal Choice C3-F3-O2 plan with integrated prescription coverage for full-time and part-time bargaining unit members.
 - 1. Bargaining unit members shall contribute sixteen percent (16%) of the premium for the appropriate tier.
 - 2. Part-time bargaining unit members eligible for health benefits pursuant to the CBA, may elect the C3-F3-O2 with a pro-rated contribution amount based on FTF

b. 2023-24 School Year

- The Board will provide Blue Cross Personal Choice Qualified High Deductible plan (QHD-HP1) as the Base Plan for bargaining unit members.
 - 1. Bargaining unit member shall contribute four percent (4.0%) of the premium for the appropriate tier. The Board shall contribute one thousand dollars (\$1,000) into a Health Care Savings Account (HSA) for the single plan and two thousand dollars (\$2,000) into an HSA for all other tiers.
 - 2. The Board shall make one-half (1/2) of the aforementioned HSA contribution on September 1, 2023, and the other one-half (1/2) on March 1, 2024. For any bargaining unit member switching to the QHD-HP1 plan for the first time and for new hires selecting the plan, the HSA shall be fully funded on September 1, 2023, or the appropriate pro-rated portion based on date of hire.
 - 3. In addition to the employer contribution, bargaining unit members will be able to make pre-tax contributions into the HSA account on a semi-monthly basis through payroll deduction.
 - 4. The cost to administer the HSA will be the sole responsibility of the bargaining unit member.
 - The QHD-HP1 will also include prescription drug coverage as described in Article VIII, D.
 - 6. Part-time bargaining unit members eligible for health benefits pursuant to the CBA, may elect the QHD-HP1 with a pro-rated contribution amount based on

FTE.

- ii. The Board will offer bargaining unit members the Blue Cross Personal Choice C3-F3-O2 plan with integrated prescription coverage for full-time and part-time bargaining unit members.
 - 1. Bargaining unit members shall contribute sixteen and one-half percent (16.5%) of the premium for the appropriate tier.
 - Part-time bargaining unit members eligible for health benefits pursuant to the CBA, may elect the C3-F3-O2 with a pro-rated contribution amount based on FTE.

c. 2024-25 School Year

- i. The Board will provide Blue Cross Personal Choice Qualified High Deductible plan (QHD-HP1) as the Base Plan for bargaining unit members.
 - 1. Bargaining unit member shall contribute four percent (4.0%) of the premium for the appropriate tier. The Board shall contribute seven hundred and fifty dollars (\$750) into a Health Care Savings Account (HSA) for the single plan and fifteen hundred dollars (\$1,500) into an HSA for all other tiers.
 - 2. The Board shall make one-half (1/2) of the aforementioned HSA contribution on September 1, 2024, and the other one-half (1/2) on March 1, 2025. For any bargaining unit member switching to the QHD-HP1 plan for the first time and for new hires selecting the plan, the HSA shall be fully funded on September 1, 2024, or the appropriate pro-rated portion based on date of hire.
 - 3. In addition to the employer contribution, bargaining unit members will be able to make pre-tax contributions into the HSA account on a semi-monthly basis through payroll deduction.
 - a. Bargaining unit members whose own HSA contribution in the 2024-2025 school year is equivalent to or exceeds the board's contribution of seven hundred fifty (\$750) dollars for the single plan or fifteen hundred (\$1500) dollars for all other tiers shall receive an additional amount of two hundred fifty (\$250) dollars for single and five hundred (\$500) dollars for all others tiers into the HSA by the Board. The Board shall contribute those amounts respectively by June 30, 2025.
 - 4. The cost to administer the HSA will be the sole responsibility of the bargaining unit member.
 - 5. The QHD-HP1 will also include prescription drug coverage as described in Article VIII, D.
 - 6. Part-time bargaining unit members eligible for health benefits pursuant to the CBA, may elect the QHD-HP1 with a pro-rated contribution amount based on FTE.
- ii. The Board will offer bargaining unit members the Blue Cross Personal Choice C3-F3-O2 plan with integrated prescription coverage for full-time and part-time bargaining unit members.
 - 1. Bargaining unit members shall contribute seventeen percent (17%) of the premium for the appropriate tier.
 - 2. Part-time bargaining unit members eligible for health benefits pursuant to the CBA, may elect the C3-F3-O2 with a pro-rated contribution amount based on

- 2. If a bargaining unit member's spouse is employed and their employer pays more than seventy-five (75%) of the cost of the employer's premium cost for individual coverage, the spouse shall not be eligible to participate in the CCIU's medical benefits.
- 3. A four-week open enrollment period for changing medical plans will be available in May of each year.
- 4. Any bargaining unit members who have comprehensive hospitalization and major medical coverage which is the same or similar to that provided by the Board under this agreement may choose voluntarily to forego this benefit. Effective on the date of ratification of this contract, only full-time bargaining unit members who choose not to enroll in this benefit will be paid 40% of the cost of the single premium level benefit to the Board.
 - i. Bargaining unit members who do not enroll in the Board-provided hospitalization and major medical benefit in exchange for the cash payment shall: (1) notify the Personnel Director by September 1 of this choice and (2) provide evidence that an alternative hospitalization and major medical insurance program for the member is in effect and will remain in effect.
 - ii. Bargaining unit members whose spouses are also employed by the CCIU may not receive opt out payments in lieu of health care benefits.
- 5. Bargaining unit members may enroll or re-enroll in the hospitalization and major medical program at any time during the year when alternative coverage is discontinued due to a death, divorce or job loss. Enrollment or re-enrollment shall occur on the first day of the month following notice by the bargaining unit member of his or her intent to enroll or re-enroll.
- 6. Bargaining unit members who elect not to participate in the Board-provided hospitalization and major medical program will receive their cash payments with the last regularly scheduled pay in August. Bargaining unit members who enroll or re-enroll in the program during the year will receive pro rata payments on the number of months the benefit was not received.
- 7. All bargaining unit members will be provided a copy of the plan selected by the Board.

D. Prescription Drug Insurance

For those enrolling in the C3-F3-O2 medical plan or those electing prescription coverage only for the 2022-23 school year, the Board will pay 84% of the cost of a prescription plan for the bargaining unit member and his/her eligible dependents. For the 2023-24 school year, the Board will pay 83.5% of the cost of a prescription plan for the bargaining unit member and his/her eligible dependents. For the 2024-25 school year, the Board will pay 83% of the cost of a prescription plan for the bargaining unit member and his/her eligible dependents. The plan will provide for a \$5 co-pay for all generic drugs, \$15 for brand name (if a generic is not available) and \$25 for non-preferred. If a drug is available in generic form, but the member chooses to purchase a brand name drug instead of the generic, they will be charged \$40. The plan requires mandatory mail order for all maintenance drugs after the 3rd fill (original fill + 2 refills). Specialty drugs must be filled at a specialty pharmacy. The selection of the carrier is the prerogative of the board.

E. Vision Insurance

Members of the bargaining unit who elect such coverage will be enrolled in an individual basic vision plan. Members may purchase a vision plan covering their immediate families. The Board will contribute up to \$3.00 per month to toward a member's purchase of the family vision plan. Immediate family shall mean the member's spouse and dependent children to age 19, or to age 23 if the dependent child is a

full-time student.

F. Life Insurance

- The Board agrees to pay the premium to purchase term life insurance for each member of the bargaining unit. The face amount of the death benefit shall be equal to the member's salary (rounded to the nearest \$1,000). This policy will include accidental death and dismemberment. The selection of the carrier will be the prerogative of the Board.
- 2. The Board will provide the bargaining unit member an opportunity to purchase insurance coverage in increments of twenty thousand dollars (\$20,000) if available through the IU's insurance carrier.

G. Disability Insurance

The Board agrees to provide to bargaining unit members* long-term disability insurance, beginning on the 31st day of sickness and/or injury or following use of accumulated sick leave, whichever is greater. This disability insurance pays up to 66-2/3% of the bargaining unit member's salary to a maximum of \$5,000 term of the contract. Selection of the carrier is the prerogative of the Board.

*Eligible bargaining unit members are full-time employees and those who work at least 60% of a standard schedule or three days per week.

H. <u>Dental Insurance</u> (Available to all bargaining unit members)

- The Board will provide a basic dental plan for each member of the bargaining unit during the life
 of the contract. The plan will be equal to or exceed the Blue Cross-Blue Shield Basic Plan of
 Dental Service. The selection of the carrier will be the prerogative of the Board. The Board will
 only assume payment for family coverage for bargaining unit members requiring such coverage.
- 2. In addition to the Basic Program, bargaining unit members have the option to elect Supplementary Coverage, which includes an orthodontic rider. Members of the bargaining unit and the Board will share the cost of this additional dental coverage. The Board will pay ninety percent (90%) of this cost, with the remainder paid by the bargaining unit member. The selection of the carrier of this coverage will be the prerogative of the Board.

I. Severance at Retirement

- 1. All bargaining unit members who retire after ten (10) years or more with the Chester County IU shall choose to be paid severance on either:
 - i. \$50.00 per day for each day of unused sick leave accumulated in the service of the IU. Maximum payment will be \$10,000, or
 - ii. \$250.00 for each year of service with the intermediate unit, including any years of service earned in another district but credited to the bargaining unit member as a result of the "transfer between entities" law. Maximum payment will be \$10,000.
- 2. Severance monies will be a non-elective employer contribution to a 403(b) plan of the bargaining unit member's choice. The IRS Code shall govern such employer contribution and bargaining unit members will have no cash option.
- 3. Eligibility for severance is determined by discontinuing employment in the public schools of Pennsylvania under the conditions set forth by the Public School Employees Retirement Board and submission of intent to retire from service at least 90 days prior to the retirement date.
- 4. If an eligible bargaining unit member dies in service, this amount will be paid to the beneficiary

designated by the bargaining unit member.

J. Malpractice Insurance (for Psychologists)

Malpractice insurance for each full-time psychologist employed by the IU will be the responsibility of the Board.

K. Insurance Coverage for Members Retiring Under PSERS

Bargaining unit members who retire under PSERS and who have 20 or more years of service with CCIU shall be eligible to purchase health and hospitalization insurance and prescription drug insurance from the CCIU plan for retired employees. A member purchasing coverage under this section may purchase coverage for his or her spouse provided the spouse was covered under the CCIU health and hospitalization plan at the time the member retired. Coverage may be purchased until the retired Bargaining Unit Member reaches the age of Medicare eligibility or until the retired Bargaining Unit Member is covered by another employer paid plan of health and hospitalization insurance.

L. Excise Tax

If at any time during the term of this contract or before a successor contract is reached, it becomes known to the Board that any of the healthcare plans provided by the board to bargaining unit members will incur the excise tax imposed on employers by the federal government through the Affordable Care Act, then the Board and the Association agree to following:

- a. To meet six months prior to plan implementation to select a new health care plan for bargaining unit members that will not be subject to the excise tax and to eliminate the health care plan(s) for bargaining unit members that will incur the excise tax.
- b. If the Board and the Association cannot mutually agree upon a new plan within 30 days, both parties agree to expedited arbitration and both parties agree to accept the plan, recommended by the arbiter, that does not incur the excise tax. The cost of the arbiter will be shared equally between the Board and the Association.

ARTICLE IX - CONTRACTUAL YEAR

A. Bargaining Unit Members

- 1. The contractual year for full-time bargaining unit members with prior CCIU professional experience shall be 190 days. Of these 190 days:
 - i. One day shall be used to set up and prepare for classes before opening of school:
 - ii. One day shall be used to complete paperwork related to IDEA and Pennsylvania Chapters 14 and 15, and other approved activities;
 - iii. One day shall be used to close out and prepare for the second semester or for parent-teacher conferences.
- 2. Bargaining unit members newly hired for the school year shall work 194 days during their first year of employment and 191 days during their second year of employment. For new bargaining unit members, the equivalent of two days may be scheduled during evening hours.

B. Psychologists

The contractual year for psychologists will be 190 days. If the IU requires psychological services beyond the

contractual year, the IU staff psychologists will be given first consideration for providing such service at a per diem rate based on their annual salary.

C. Inclement Weather

In the event of 1/2-day cancellation of classes, teachers shall be credited with one day of work under the contract. Teachers shall not be required to make up the day unless it is rescheduled for the students.

D. <u>Guidance Counselors at the Technical College High School (TCHS) campuses and Chester County -Learning Center (CCLC).</u>

All guidance counselors at the TCHS campuses and CCLC hired after the ratification of this Agreement shall work two hundred (200) days per year. The scheduling of days beyond 190 shall be by mutual agreement between the bargaining unit member and his/her principal. All said days shall be paid at the bargaining unit member's per diem rate then in effect.

ARTICLE X - SCHOOL DAY

A. Length of Day

The school day shall be 7.5 consecutive hours subject to the provisions of Article X and the existing memorandum of Understanding on Page 26.

Child and Career Development Center/Chester County Learning Center

Included in the staff member's day is a 30-minute duty-free lunch and 45-minute prep period. One Wednesday each month during the school year, students will be dismissed from (1:00 p.m. to 1:30 p.m.) to give staff member's time for professional duties.

The above contractual day will not apply in emergency situations.

2. District-Based Staff

The school day for staff members working in host school districts will be identical to that in effect in that district unless otherwise agreed to by the IU and the district. Staff members who feel their schedule is not comparable to the teachers in a host school should attempt to resolve the matter with their immediate supervisor and the building administrator.

3. Itinerants

The scheduled bargaining unit member workday for itinerants, including but not limited to School Psychologists working in host school districts, will be identical to that in effect in one of the districts unless otherwise agreed to by the IU and the district.

4. <u>Technical College High School (TCHS) Pickering, Brandywine and Pennock's Bridge Campuses; Non-Public School Services and Brandywine Virtual Academy</u>

Included in the staff member's day is a 30-minute duty-free lunch and 45-minute prep period.

Licensed Practical Nursing (LPN) Teachers

The scheduled bargaining unit member workday shall be seven hours and thirty minutes including a 30-minute duty-free lunch period. LPN teachers on clinical duty shall work a 7 hour and 30 minute day, which shall be scheduled during the day shift.

B. Split-Shift Schedule

The Administration will schedule a meeting with the Association in advance of any change that would split the 7.5 consecutive hour day to present the need for such change.

C. Regular Faculty Meetings

Supervisors may require teachers to attend up to 12 scheduled faculty meetings per year. These meetings will not exceed 1.5 hours in length.

Tentative meeting dates and times shall be provided at the beginning of each school year. Efforts will be made for the meetings to coincide with the end of the workday. Staff must be given a minimum of 48 hours notice of any rescheduled meetings.

ARTICLE XI - NO STRIKE - NO LOCKOUT PROVISION

- A. The Board, the Administration and the Association agree to abide by the provisions of the Pennsylvania Public Employee Relations Act.
- B. The Association pledges the members of the bargaining unit will not engage in a strike during the term of this contract, and the Board pledges it will not conduct or cause a lockout during the same term.

ARTICLE XII - WAIVERS

- A. The Board and the Association agree that all negotiable items have been discussed and that no further negotiations will take place without mutual consent of the Board and the Association for the life of this Agreement.
- B. The Board and the Association also agree that if any part of this Agreement conflicts with the School Code, that part is null and void.

ARTICLE XIII IRS Section 125/FSA Plan

The IU shall institute a Section 125 Plan, including a Flexible Spending Account Program.

ARTICLE XIV - SEPARABILITY

If any part of this Agreement is found to be invalid by a court of competent jurisdiction for any reason, the rest of the Agreement remains in effect. The Board and the Association state that the Agreement would still have been adopted were the invalid parts excluded.

CHESTER COUNTY INTERMEDIATE UNIT EDUCATION ASSOCIATION	CHESTER COUNTY INTERMEDIATE UNIT SCHOOL BOARD
Kally Qualle President	Bonni G. Wolff President
Attested by:	Attested by:
David J. Baull	Secretary Secretary
Date: 9/15/21	

Appendix A

Child-rearing Leave

- A. A staff member who expects to give birth, or whose spouse will give birth, or who expects to adopt a preschool child, may take a child rearing leave of absence without pay and return to employment at the end of the leave period.
 - 1. To request a child rearing leave, the staff members must write to the Director of Human Resources and ask for the leave at least 30 days before the date proposed, except in emergency situations. The request must contain the expected date of birth or adoption and cite the expected duration of the leave and the expected return to work date.
 - 2. Child rearing leave cannot exceed four (4) quarters beyond any quarter taken in the school year the leave begins (maximum leave eight (8) quarters).
 - 3. Staff members on child rearing leave are not considered active IU employees and are not entitled to any board-paid benefits granted active bargaining unit members. Staff members will not lose salary step entitlement and will advance on the salary schedule if they have worked at least ninety-two (92) days of the school year in which the leave is granted. Seniority will continue to accrue.
 - 4. Leaves must be for at least one quarter of the school year (usually 45 days). Staff members may write to the Director of Human Resources to request unpaid child rearing leaves for less than 45 days.

B. <u>Retaining Insurance</u>

Staff members granted child-rearing leave may retain their membership in the IU group insurance plans at their own expense, subject to approval by the carrier(s), if they so request before the leave begins. Staff members must submit payments for insurance premiums at least one (1) month in advance to the administration. If child-rearing leave begins on or after the start of the fourth quarter of the school year, the Board will maintain medical insurance benefits as though the staff member were actively employed through the contract year.

C. Ending the Leave Early

Staff members may request to have the child rearing leave end at an earlier date by writing to the Director of Human Resources at least thirty (30) days before the new ending date requested. Reinstatement at the earlier date is contingent on the existence of a vacancy for which the teacher is certified.

D. Extending the Leave

Staff members may request to have the leave extended by writing to the Director of Human Resources.

E. Intention to Return

A staff member preparing to return to school at the scheduled conclusion of his/her leave must give written notice to the Director of Human Resources thirty (30) days prior to the beginning of the quarter on which the bargaining unit member is scheduled to and intends to return except when the staff member is scheduled to return to work

at the beginning of the school year, then the staff member must give written notice to the Director of Human Resources no later than June 30th.

F. While a staff member is on child rearing leave, no other leave is in effect or can be used. Time limits in this policy may be waived by written approval of the Executive Director.

Appendix B

Grievance Procedure

A. It is in the interest of the general public, and in the interest of the school children that both employer and bargaining unit members serve, that grievances be reconciled and disposed of as expeditiously as possible. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of this Agreement.

The parties agree that grievances that arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure as follows.

If, after informal discussion with the appropriate administrative officer, a grievance still exists, a formal grievance may be invoked on the Grievance Report Form (copy attached), within twenty (20) school days after the occurrence which is the subject of the grievance.

Administration or Board Representative

Grievant or Employee
Organization Representation

 Teacher/Counselor - the principal Itinerant personnel - first level supervisor Grievant, with or without representative of organization

Within seven (7) school days of receipt of the formal grievance, the appropriate administrative officer shall indicate his/her disposition of the grievance on the formal Grievance Report Form and shall furnish a copy thereof to the grievant/Association. If the grievant/Association is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) school days of such meeting, the grievance shall be transmitted to the Executive Director or his/her designee.

Administration or Board Representative

Grievant or Employee
Organization Representation

2. Executive Director or designee, or others as desired

Grievant and representative

Within seven (7) school days, the Executive Director or his designee shall meet with the grievant's Professional Rights and Responsibilities Committee and shall indicate his/her disposition of the grievance, in writing on the Grievance Report Form, within seven (7) school days of such meeting, and shall furnish a copy thereof to the grievant/Association. If the grievant/Association is not satisfied with the disposition of the grievance by the Executive Director or his designee, or if no disposition has been made within seven (7) school days of such meeting, the grievance may be transmitted to the Board by the filing of a written copy thereof with the secretary or other designee of the Board within seven (7) school days after the decision of the Executive Director is received or due.

3. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, and may review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance, in writing, by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the grievant/Association. The Association may request a hearing before the Board.

If the grievant/Association is not satisfied with the disposition of the grievance by the Board, or if no response has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator by submitting to the Executive Director a written notice of appeal to arbitration within seven (7) days of the Board decision, signed by a representative of the Association.

4. Final decision shall be rendered by the arbitrator on those issues subject to arbitration, as defined in Section 903 of the Act. Both parties will be bound by the decision except where enabling legislative action is required, in which it is binding only if such legislation is enacted as provided in Section 901 of the Act.

Appendix C

Tuition Reimbursement

(Available To All Bargaining Unit Members)

- A. Permanent bargaining unit members may be reimbursed for actual tuition costs subject to the following limitations:
 - 1. Courses must be approved in advance by the direct supervisor and division director and be related to the field of certification, teacher assignment, organizational priorities in response to customer needs, and/or educational certification. Courses that meet the above definition shall not be unreasonably denied by the direct supervisor and/or division director and shall not be approved for one bargaining unit member and denied for another bargaining unit member within the same division in the same school year. All courses must be taken in institutions that are recognized by the Pennsylvania Department of Education as accredited agencies, as listed in the current edition of the Higher Education Directory. Traditional classroom courses, satellite courses, and online and/or blended courses with accredited institutions shall be eligible for reimbursement. No reimbursement will be approved for videotape courses or other non-interactive formats without specific written pre-approval of the supervisor and division director.
 - 2. Courses must be completed with a grade of "B-"or better, or "pass" in a Pass-Fail system.
 - 3. Reimbursement for the tuition and fees of work accomplished will be made upon receipt of an official grade report or transcript and a copy of the receipt indicating payment in the Human Resources Office of the Intermediate Unit. Official transcripts must be submitted for track advancement.
 - 4. Tuition and fees for all bargaining unit members required to and seeking to obtain level I or level II vocational certification will be reimbursed at 100% up to the maximum annual CTE tuition reimbursement amount. The maximum annual CTE tuition reimbursement amount shall be:

2022 - 2025 \$6,030

- 5. The operational year for this policy will be from August 15 to August 14 of the following year.
- 6. Course fees may be included with tuition up to the maximum annual reimbursement.
- 7. The maximum annual reimbursement for professional staff who are not Career and Technical Education Professionals seeking their vocational certificates will be:

2022 - 2025 \$5600

8. For each year of the contract, the Board will make available the following maximum amounts for all bargaining unit member tuition reimbursement related costs:

\$1,000 x Full-Time Equivalent bargaining unit members as of Oct. 1 = Maximum Annual Total Tuition Amount

- 9. Bargaining unit members may not receive tuition reimbursement for credits (or portions of credits) paid for by scholarship, subsidy or grant.
- 10. The Board cannot reimburse bargaining unit members for participation in in-service training programs that are arranged and financed by the Intermediate Unit Board in which participation is required.

Appendix D

Chester County Intermediate Unit 2022-23 Bargaining Unit Member Salary Schedule

2021-22	2022-23	A	8	J	٥	Ш	9	_
Step	Step	E/I	PDE Level I	PDE Level II	Voc II + 15	Master's	M+15	M+30
	1	\$51,977	\$53,640	\$55,980	\$57,582	\$59,552	\$62,138	\$63,492
1 —	→ 2	\$52,820	\$54,570	\$56,949	\$58,610	\$60,549	\$63,180	\$64,542
2	→ 3	\$53,661	\$55,500	\$57,919	\$59,639	\$61,547	\$64,223	\$65,591
3 —	→ 4	\$54,504	\$56,431	\$58,889	\$60,667	\$62,545	\$65,264	\$66,641
4 —	→ 5	\$55,345	\$57,360	\$28,858	\$61,696	\$63,541	\$66,307	\$67,690
5 —	→ 6	\$56,192	\$58,292	\$60,832	\$62,725	\$64,540	\$67,351	\$68,739
9	7	\$57,089	\$58,724	\$61,441	\$63,718	\$65,034	\$67,912	\$69,350
7 —	∞ ↑	\$59,364	\$61,059	\$63,867	\$66,195	\$67,733	\$70,471	\$72,009
8	6 ★	\$61,998	\$64,122	\$66,678	\$68,677	\$70,543	\$73,367	\$74,814
6	→ 10	\$64,907	\$67,437	\$69,334	\$71,307	\$73,357	\$76,264	\$77,708
10 —	→ 11	\$67,512	\$70,422	\$71,961	\$74,065	\$76,292	\$79,105	\$80,805
11 —	→ 12	\$70,194	\$72,683	\$74,586	\$76,950	\$79,303	\$82,202	\$83,907
12 —	→ 13	\$72,775	\$75,450	\$77,116	\$79,905	\$82,364	\$85,375	\$87,196
13 —	→ 14	\$75,553	\$78,260	\$79,854	\$83,108	\$82,598	\$88,988	\$90,758
14 —	→ 15	\$78,173	\$80,524	\$82,575	\$86,326	\$89,427	\$92,828	\$94,628
15 —	→ 15a	\$80,358	\$82,743	\$85,433	\$89,320	\$93,008	\$96,624	\$98,411
15a & 16─▶	→ 16	\$83,394	\$85,674	\$89,105	\$93,203	\$97,305	\$101,136	\$102,970

Chester County Intermediate Unit 2023-24 Bargaining Unit Member Salary Schedule

2022-23	2023-24	A	В	O	D	Е	ŋ	_
Step	Step	E/I	PDE Level I	PDE Level II	Voc II + 15	Master's	M+15	M+30
	1	\$53,277	\$54,981	\$57,379	\$59,021	\$61,041	\$63,691	\$65,079
1	2	\$54,140	\$55,935	\$58,373	\$60,075	\$62,063	\$64,760	\$66,155
2 —	ლ ↑	\$55,003	\$26,888	\$59,367	\$61,130	\$63,085	\$65,828	\$67,231
۳ س	4	\$55,866	\$57,842	\$60,361	\$62,184	\$64,109	\$66,896	\$68,307
4	2	\$56,729	\$58,794	\$61,355	\$63,239	\$65,130	\$67,964	\$69,383
5	9	\$57,597	\$59,749	\$62,353	\$64,293	\$66,153	\$69,035	\$70,457
9	<u></u>	\$58,516	\$60,192	\$62,977	\$65,311	\$66,659	\$69,610	\$71,084
7 —	∞ ↑	\$59,573	\$61,275	\$64,093	\$66,428	\$67,972	\$70,720	\$72,263
 ∞	6	\$62,216	\$64,349	\$66,913	\$68,919	\$70,792	\$73,626	\$75,078
6	10	\$65,136	\$67,675	\$69,578	\$71,559	\$73,616	\$76,533	\$77,982
10	11	\$67,751	\$70,671	\$72,215	\$74,327	\$76,561	\$79,384	\$81,090
11 —	→ 12	\$70,442	\$72,939	\$74,850	\$77,222	\$79,583	\$82,492	\$84,203
12 —	→ 13	\$73,032	\$75,716	\$77,388	\$80,187	\$82,654	\$85,676	\$87,504
13 —	→ 14	\$75,819	\$78,537	\$80,136	\$83,401	\$85,900	\$89,302	\$91,078
14 —	→ 15	\$78,449	\$08'08\$	\$82,866	\$86,630	\$89,742	\$93,155	\$94,962
15 —	→ 15a	\$80,642	\$83,035	\$85,734	\$89,635	\$93,336	\$96,965	\$98,759
15a & 16—	→ 16	\$84,228	\$86,531	\$89,997	\$94,135	\$98,278	\$102,147	\$103,999

Chester County Intermediate Unit 2024-25 Bargaining Unit Member Salary Schedule

A B	В		U	a	В	ŋ	_
E/I PDE Level I	PDE Leve		PDE Level II	Voc II + 15	Master's	M+15	M+30
\$54,609 \$56,355	\$56,	355	\$58,814	\$60,497	\$62,567	\$65,284	\$66,706
\$55,494 \$57	\$57	\$57,333	\$59,833	\$61,577	\$63,615	\$66,379	\$67,809
\$56,378 \$58	\$2\$	\$58,310	\$60,851	\$62,658	\$64,662	\$67,474	\$68,912
\$57,263 \$59	\$26	\$59,288	\$61,870	\$63,738	\$65,711	\$68,568	\$70,015
\$58,147 \$6(9\$	\$60,264	\$62,889	\$64,820	\$66,758	\$69,693	\$71,117
\$59,037 \$61	\$61	\$61,243	\$63,912	\$65,901	\$67,807	\$70,761	\$72,219
\$59,979 \$61	\$61	\$61,697	\$64,551	\$66,944	\$68,326	\$71,351	\$72,861
\$61,063 \$62,	\$62	\$62,807	\$69,695	\$68,089	\$69,672	\$72,488	\$74,069
\$62,616 \$64	\$64	\$64,761	\$67,343	\$69,361	\$71,246	\$74,098	\$75,560
\$65,554 \$68	\$9\$	\$68,109	\$70,025	\$72,018	\$74,088	\$77,024	\$78,483
\$68,185 \$71	\$71	\$71,124	\$72,678	\$74,803	\$77,052	\$79,893	\$81,611
\$70,894	\$73	\$73,407	\$75,330	\$77,717	\$80,093	\$83,021	\$84,743
\$73,500 \$76	\$76	\$76,202	\$77,885	\$80,701	\$83,185	\$86,226	\$88,065
\$76,306 \$79	\$79	\$79,041	\$80,650	\$83,936	\$86,451	\$89,875	\$91,663
\$78,953 \$81	\$81	\$81,327	\$83,398	\$87,186	\$90,318	\$93,753	\$95,572
\$81,159 \$83	\$8	\$83,568	\$86,284	\$90,210	\$93,935	\$97,587	\$99,392
\$85,070 \$8	\$\$	\$87,396	\$90,897	\$95,076	\$99,261	\$103,169	\$105,039

Appendix E Salary Schedule Placement

- Track A All bargaining unit members who hold a valid emergency or intern teaching certificate in the area of assignment.
- <u>Track B</u> All bargaining unit members who hold Instructional I, Vocational I, or Educational Specialist I certification in the area of assignment and LPN instructors with a Bachelor's Degree and Registered Nurse Licensure.
- <u>Track C</u> All bargaining unit members who hold Instructional II, Vocational II, or Educational Specialist II certification in the area of assignment and LPN instructors with 24 post-baccalaureate credits and three years teaching experience in a vocational or professional nurse training program.

All bargaining unit members who were on Track B of the CCIUEA/CCIU Board salary schedule during the 1989-90 school year.

- <u>Track D</u> All bargaining unit members who hold Vocational II certification and who are enrolled in an approved Bachelor's Degree program and who have earned 15 collegiate credits beyond those required for Vocational II certification.
- All bargaining unit members who hold a Master's Degree in a job-related area or who have earned a Master's Degree in Education or another discipline (related to area of assignment), and who have complied with the Track Advancement Procedure described below; or who have earned a Master's Equivalent designation. This track is applicable to all bargaining unit members who hold a Master's Degree in a job-related area, including those who hold a valid emergency or intern certificate in the area of assignment.

Bargaining unit members holding the Master's Equivalent certificate cannot advance beyond this track.

- Track G Bargaining unit members who hold a Master's Degree in a job-related area or hold a Master's Degree approved in the Track Advancement Procedure described below, and who have earned 15 approved graduate credits or PDE-approved IU credits after receiving the Master's Degree.
- Track I Bargaining unit members who hold a Master's Degree in a job-related area, or who hold a Master's Degree approved in the Track Advancement Procedure described below, and who have earned 30 graduate credits or PDE-approved IU credits after receiving the Master's Degree.

Bargaining unit members who have an earned Doctorate in Education or who have an earned doctorate approved in the Track Advancement Procedure described below.

School Psychologists who have an earned Master's Degree in School Psychology.

School Psychologists who have an earned Master's Degree and who have earned 30 approved graduate credits or PDE-approved IU credits after receiving the Master's Degree.

School Psychologists who have an earned doctorate in School Psychology or who have an earned doctorate approved in the Track Advancement Procedure described below.

NOTE: Track Advancement Procedure: (1) All requirements must be completed by September 1 of the year in which advancement is effective, and (2) the Director of Human Resources must be notified in writing by September 1 of the proposed advancement. Credits earned subsequent to the Master's Degree which are to be credited for track advancement, must be approved for tuition reimbursement or must be approved by the appropriate Division Director, the Director of Human Resources, or the Executive Director.

Those bargaining unit members with an earned doctorate will receive a differential of \$1,500 in each year of the agreement.

Appendix F

Supplemental Duties

A. Positions and Units per Position	2022-25
<u>Position</u>	<u>Units</u>
Position 1. Academic Competition Coach 2. Assistant Academic Competition Coach 3. Best Buddies Advisor 4. Class Advisory (9th grade) 5. Class Advisor (10th grade) 6. Class Advisor (11th grade) 7. Class Advisor (12th grade) 8. Computer Club (Technology Student Association) 9. Department Head 10. Experiential Education Coordinator 11. Girl Scout Leader (CCDC only) 12. GSA Advisor 13. Honor Society Advisor 14. Intramural Sponsors 15. CTSO Advisors (FCCLA, FFA, FBLA, HOSA, DECA,) 16. Link Advisor 17. LINK Co-Advisor 18. Literary Magazine 19. National Honor Society Advisor 20. National Vocational Technical Advisor 21. Overnight Trips 22. Robotics Coach 23. SADD Advisor 24. Skills USA Advisor 25. Special Olympic Coordinator 26. STEM Your Future	Units 8 4 3 5 5 12 10 10 10 10 1 per trip 10 5 6 \$10.00/hour as needed 10 10 5 3 6 6 1 unit/night 10 6 22 15 10
27. Student Council Advisor28. Yearbook Editor29. Yearbook Video (CDC only)	6 16 4

^{*}Not all positions are available at all campuses.

B. Calculation of Supplemental Position Salaries

Salary = # units x unit value

Unit values = 4x Curriculum Rate

In each contract year, the Administration and Association will meet and discuss the number of units assigned to new positions added to this "Supplemental Duties" schedule.

Appendix G

MEMORANDUM OF UNDERSTANDING

Between CCIU and CCIUEA Regarding Preparation and Planning Time

It is the intent of the Intermediate Unit that each bargaining unit member shall have forty-five (45) consecutive minutes of planning per day. However, it is recognized by the Intermediate Unit and the Association that there may be exceptions to this intent. In those cases where an exception exists, the Intermediate Unit, the Association and the bargaining unit member(s) involved will make every attempt to work out an alternate planning and preparation time for that particular case.

Appendix H MEMORANDUM OF AGREEMENT (Amended as Successor Agreement) Association's Access to Information Relevant to A Grievance

WHEREAS, the Chester County Intermediate Unit Education Association, PSEA/NEA ("Association") and the Chester County Intermediate Unit ("IU") are parties to a Collective Bargaining Agreement which term expired on August 14, 2017; and

WHEREAS, the parties have negotiated a Successor Agreement which term shall be for the period from August 15, 2017 through August 14, 2020; and

WHEREAS, during the course of these negotiations there were proposals exchanged concerning the Issue of the Association's access to information that is relevant to the investigation or processing of a grievance; and

WHEREAS, the parties reached agreement concerning these proposals, said agreement being to maintain the language as it existed in the previous Collective Bargaining Agreement; and

WHEREAS, the parties understand that the Association has a statutory right to obtain information from the IU that is relevant to a grievance; and,

NOW THEREFORE, the parties agree as follows

- 1 The current contract language concerning access to 'public' information shall remain unchanged
- The parties affirm and expressly agree that at no time during these negotiations did the Association either impliedly or expressly waive its right to pursue information relevant to the investigation or processing of a grievance in accordance with the pertinent statutory provision in the Pennsylvania Public Employee Relations Act, Act of July 21, 1970 (No. 195), 43 P.S. 1101.101 et seq.
- 3 This MOU also applies to successor agreements on or after August 15, 2029

Original MOU signed May 17, 2017.

Amended MOU: Intending to be legally bound, the representatives of the parties set their hands hereunto this day. Wednesday, June 17, 2020

FOR THE ASSOCIATION

Attest: Zan (1. 8)

FOR THE INTERMEDIATE UNIT

Attest.

APPENDIX I

MEMORANDUM OF AGREEMENT (Amended as Successor Agreement)

Bargaining Unit Members - Extended Year

This Memorandum of Agreement ("MOA") is entered into by and between the Chester County Intermediate Unit Education Association, PSEA/NEA ("Association") and the Chester County Intermediate Unit ("IU").

WHEREAS, the parties have negotiated a Successor Agreement which term shall be for the period from August 15, 2017 through August 14, 2020 ("Successor CBA"); and

WHEREAS, the IU has an unfulfilled need for additional professional staff assigned to certain programs to work days in addition to the contractual one hundred and ninety (190) day school year; and

WHEREAS, the Successor CBA limits the number of additional work days the IU may assign bargaining unit members to work in addition to the 190 days set forth in the CBA and Successor CBA; and

NOW THEREFORE, the District and the Association intending to be legally bound mutually agree as follows:

- 1. During the term of the Successor CBA, a new classification of bargaining unit members called "Bargaining Unit Members Extended Year" may be employed by the IU and shall be included in the bargaining unit represented by the Association.
- 2. Bargaining Unit Members-Extended Year will work the equivalent of 209 school days (213 days for new hires and 210 days for second year employees). 190 of the days will be 7.5 hours per day, and the remaining days may vary in length but will not exceed the equivalent time of nineteen (19) 7.5 hr. days (23 days for new hires, and 20 days for second year employees).
- 3. Bargaining Unit Members- Extended Year shall receive their individual employee extended year calendar no later than January 15 of that year.
- 4. No bargaining unit member, currently employed by the IU, shall be involuntarily assigned to the position of Bargaining Unit Members Extended Year.
- 5. Bargaining Unit Members Extended Year positions shall be paid in accordance with the bargaining unit member's contractual step and column as delineated in the attached salary schedules. This rate includes the additional days, equivalent to nineteen (19) 7.5 hour work days.
- 6. Any dispute concerning any matter related to the MOU will be subject to the Grievance Procedure.
- 7. This MOU also applies to successor agreements on or after August 15, 2020.
- 8. All other terms of the Successor CBA shall remain in full force and effect.

Original MOU signed: May 26, 2017

Amended MOU: IN WITNESS WHEREOF, the Representatives of the parties hereto, intending to be legally bound hereby, set their hands and seals this 17th day of June. 2020.

FOR THE ASSOCIATION

FOR THE INTERMEDIATE UNIT

Attect

Date: 612512020

Date:

Appendix J

Chester County Intermediate Unit 2022-23 Bargaining Unit Members – Extended Year Salary Schedule

2021-22	2022-23	A	8	U	Q	Ш	9	_
Step	Step	E/I	PDE Level I	PDE Level II	Voc II + 15	Master's	M+15	M+30
	1	\$57,175	\$59,004	\$61,578	\$63,340	\$65,507	\$68,352	\$69,841
1	4 2	\$58,102	\$60,027	\$62,644	\$64,471	\$66,604	\$69,498	\$70,996
2 —	ж †	\$59,027	\$61,050	\$63,711	\$65,603	\$67,701	\$70,645	\$72,150
m m	4	\$59,954	\$62,074	\$64,778	\$66,734	\$68,799	\$71,791	\$73,305
4	2	\$60,880	\$63,097	\$65,844	\$67,866	\$69,895	\$72,937	\$74,459
5	9	\$61,811	\$64,121	\$66,915	\$68,998	\$70,994	\$74,086	\$75,613
9	^	\$62,798	\$64,596	\$67,585	\$70,090	\$71,537	\$74,704	\$76,285
7	∞ ↑	\$65,300	\$67,165	\$70,254	\$72,814	\$74,507	\$77,518	\$79,210
 ∞	6	\$68,197	\$70,535	\$73,346	\$75,544	\$77,598	\$80,704	\$82,296
6	10	\$71,397	\$74,181	\$76,267	\$78,438	\$80,693	\$83,890	\$85,479
10 —	→ 11	\$74,264	\$77,464	\$79,157	\$81,472	\$83,921	\$87,015	\$88,886
11 —	→ 12	\$77,214	\$79,951	\$82,045	\$84,645	\$87,233	\$90,422	\$92,298
12 —	↓ 13	\$80,052	\$82,995	\$84,828	\$87,895	\$90,600	\$93,912	\$95,916
13 —	→ 14	\$83,108	\$86,087	\$87,839	\$91,419	\$94,157	\$97,886	\$99,834
14 —	→ 15	\$85,991	\$88,577	\$90,832	\$94,958	\$98,369	\$102,111	\$104,091
15 —	→ 15a	\$88,394	\$91,017	\$93,976	\$98,252	\$102,309	\$106,286	\$108,253
15a & 16—▶	→ 16	\$91,733	\$94,242	\$98,016	\$102,523	\$107,035	\$111,250	\$113,267

Appendix J

Chester County Intermediate Unit 2023-24 Bargaining Unit Members – Extended Year Salary Schedule

_	M+30	1 \$71,587	5 \$72,771	1 \$73,954	5 \$75,138	1 \$76,321	8 \$77,503	1 \$78,192	2 \$79,489	8 \$82,586	5 \$85,781	\$89,199	1 \$92,624	3 \$96,254	2 \$100,186	1 \$104,458	1 \$108,635	6111 200
G	M+15	\$70,061	\$71,236	\$72,411	\$73,585	\$74,761	\$75,938	\$76,571	\$77,792	\$80,988	\$84,186	\$87,322	\$90,741	\$94,243	\$98,232	\$102,471	\$106,661	¢117 257
Е	Master's	\$67,145	\$68,269	\$69,394	\$70,519	\$71,643	\$72,768	\$73,325	\$74,770	\$77,871	\$80,977	\$84,217	\$87,541	\$90,920	\$94,490	\$98,717	\$102,670	\$100 105
D	Voc II + 15	\$64,954	\$66,083	\$67,243	\$68,402	\$69,562	\$70,723	\$71,842	\$73,071	\$75,811	\$78,715	\$81,759	\$84,944	\$88,206	\$91,741	\$95,293	\$98,598	\$102 540
J	PDE Level II	\$63,117	\$64,210	\$65,304	\$66,397	\$67,490	\$68,588	\$69,274	\$70,502	\$73,605	\$76,536	\$79,436	\$82,335	\$85,127	\$88,149	\$91,153	\$94,307	\$00 005
В	PDE Level I	\$60,479	\$61,528	\$62,576	\$63,626	\$64,674	\$65,724	\$66,211	\$67,402	\$70,783	\$74,443	\$77,738	\$80,233	\$83,287	\$86,390	\$88,889	\$91,338	COE 104
A	E/I	\$58,604	\$59,554	\$60,503	\$61,453	\$62,402	\$63,356	\$64,368	\$65,531	\$68,438	\$71,649	\$74,526	\$77,486	\$80,335	\$83,401	\$86,294	\$88,706	¢02 651
2023-24	Step	1	2	→ 3	4	2	9 🛧	1 7	∞ ↑	6 🛧	→ 10	→ 11	→ 12	→ 13	→ 14	→ 15	→ 15a	16
2022-23	Step		1	2 —	3	4 —	5 —	9	7 —	 ∞	– 6	10 —	11 —	12 —	13 —	14 —	15 —	15, 9, 16

Chester County Intermediate Unit 2024-25 Bargaining Unit Members – Extended Year Salary Schedule

2023-24	2024-25	A	В	U	Q	Ш	5	-
Step	Step	E/I	PDE Level I	PDE Level II	Voc II + 15	Mast	M+15	M+30
	1	\$60,09\$	\$61,991	\$64,695	\$66,547	\$68,823	\$71,812	\$73,377
1	2	\$61,043	\$63,066	\$65,816	\$67,735	926,69\$	\$73,017	\$74,590
2 —	£	\$62,016	\$64,141	\$66,936	\$68,924	\$71,129	\$74,222	\$75,803
3	4	\$62,989	\$65,216	\$68,057	\$70,112	\$72,282	\$75,425	\$77,016
4	<u>\$</u>	\$63,962	\$66,291	\$69,178	\$71,302	\$73,434	\$76,630	\$78,229
5	9	\$64,940	\$98'29\$	\$70,303	\$72,491	\$74,588	\$77,837	\$79,441
9	1	\$65,977	\$67,866	\$71,006	\$73,638	\$75,159	\$78,486	\$80,147
7	∞ ↑	\$67,169	\$69,087	\$72,264	\$74,898	\$76,639	\$79,737	\$81,476
 ∞	6	\$68,877	\$71,238	\$74,077	\$76,297	\$78,371	\$81,508	\$83,116
6	10	\$72,109	\$74,920	\$77,027	\$79,220	\$81,497	\$84,726	\$86,331
10	↓ 11	\$75,004	\$78,237	\$79,946	\$82,284	\$84,758	\$87,883	\$89,772
11 —	→ 12	\$77,983	\$80,748	\$82,863	\$85,489	\$88,103	\$91,323	\$93,218
12 —	↓ 13	\$80,850	\$83,822	\$85,673	\$88,772	\$91,503	\$94,848	\$96,872
13 —	→ 14	\$83,936	\$86,945	\$88,715	\$92,330	\$95,096	\$98,865	\$100,829
14 —	→ 15	\$86,848	\$89,459	\$91,738	\$95,905	\$99,350	\$103,128	\$105,129
15 —	→ 15a	\$89,275	\$91,924	\$94,913	\$99,231	\$103,328	\$107,346	\$109,332
15a & 16 →	→ 16	\$93,577	\$96,136	986'66\$	\$104,584	\$109,187	\$113,486	\$115,543