

MASTER CONTRACT

BETWEEN

**THE BOARD OF EDUCATION
OF THE
SCHOOL DISTRICT
OF THE CITY OF ERIE, PA**

AND THE

ERIE EDUCATION ASSOCIATION

JULY 1, 2019- JUNE 30, 2021

Non Discrimination Policy

The Erie School District does not discriminate in employment, educational programs or activities, based on race, color, religion, national origin, sex, disability or because a person is a disabled veteran or veteran of the Vietnam Era. This policy of non-discrimination extends to all other legally protected classifications. Publication of this policy is in accordance with state and federal laws including Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Inquiries may be made by contacting Human Resources, Erie School District, 148 West 21st Street, Erie, PA 16502 (814) 874-6080

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MASTER CONTRACT BETWEEN
THE BOARD OF EDUCATION OF THE CITY OF ERIE
AND
THE ERIE EDUCATION ASSOCIATION

This Master Contract entered into by and between the Board of Education of the School District of the City of Erie, Pennsylvania, hereinafter sometimes called the “Board,” and the Erie Education Association, hereinafter sometimes called the “Association.”

WITNESSETH:

WHEREAS the Board and the Association recognize and declare that providing quality education for the children of the School District of the City of Erie is their mutual aim, and

WHEREAS the Board and its designated representatives have met with representatives of the Association and entered into extended deliberate negotiations concerning wages, hours, and other terms and conditions of employment, it is hereby agreed as follows:

ARTICLE I

The Board and the Association recognize the importance of developing a sound educational system. The Board and the Association agree that they have a respective responsibility and obligation to provide the highest degree of quality education for the people of the City of Erie and affirm their interest to work toward the achievement of such educational excellence.

In this regard, the Board and the Association agree that education should be provided from early childhood through adulthood, be suited to the needs of the individual, and be offered beyond the traditional school day and school year.

Much of the responsibility to make educational change should be with the teachers through their influence and involvement.

The Association agrees to lend its full support to the development and implementation of programs for instructional improvement, curriculum development, and in individualization of instruction relevant to the needs of the students including experimental and pilot programs and expansion of vocational education consistent with the terms of this contract.

In turn, the Board agrees to involve the Association in the development and implementation of such programs.

ARTICLE II RECOGNITION

- A. The Board hereby recognizes and will continue to recognize during the term of this agreement, the Erie Education Association, as the exclusive representative of all professional employees to the extent certified in proceedings docketed at No. PERA-R-10-W with the Pennsylvania Labor Relations Board.
- B. The rights and privileges of the Association, acting as representative of teachers in the bargaining unit, as set forth in this agreement shall be granted only to the Association and to no other teacher organization.
- C. The Association, as exclusive representative of all teachers in the bargaining unit in the School District, and the Board shall enjoy all of the rights and privileges granted to them under the provisions of the Pennsylvania Public Employee Relations Act as now enacted or hereinafter amended.
- D.
 - 1) The term teacher, when used hereinafter in the contract, shall refer to all employees in the bargaining unit as defined in Article II, Section A, herein.
 - 2) The terms Board and Association shall include their respective authorized officers, representatives, and agents. Despite references herein to Board and Association as such, each reserves the right to act hereunder by designated representatives.
 - 3) The term School District, when used hereinafter in this contract, shall refer to the School District of the City of Erie.
 - 4) An emergency is a condition or situation which could not have been anticipated.
 - 5) Seniority is total length of continuous service with the School District of the City of Erie which shall be computed from the employee's most recent date of employment.
 - 6) A vacancy is defined as a position unencumbered due to a transfer, a death, a resignation, a dismissal, a retirement or due to a position newly created by the Board.

**ARTICLE III
ASSOCIATION RIGHTS**

- A. The Association and its representatives shall be allowed to use school buildings at reasonable hours for meetings with the approval of the Building Principal and in accordance with established policy and practice.
- B. 1) Whenever any representative of the Association or any teacher is required to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay.
- 2) The President of the Association, or his or her designee, shall be allowed to visit other schools in the School District to investigate teacher complaints. Such visits shall in no way interfere with the regular teaching duties of the President or his or her designee, or the instructional program of the school visited. Upon arrival at the school, such person shall notify the Principal or the Acting Administrator of his or her presence and the purpose of such visit.
- 3) The Association President shall be released from all professional duties without loss of pay or benefits. The Association and District will each bear 50% of the cost of salary and benefits paid to the first year teacher who replaces the President.
- 4) The Association will be allowed up to forty-five (45) days to be used by its representatives for attending conventions and/ or seminars. At the discretion of the Superintendent, additional days may be allowed upon petition by the Association. Persons using these days will be designated by the Executive Board of the Association. Payment for substitute teachers for the first fifteen (15) days described in this item will be borne by the District. Substitute teachers' payment for the remaining days will be borne by the Association.
- C. The Association shall have in each building the exclusive use of a bulletin board in the teachers' lounge to be provided by the School District.
- D. 1) The Board agrees to deduct from the salaries of teachers who are members of the Association the amount authorized by the individual member according to the kind of membership he/she specifies.
- 2) The Association shall assume responsibility for submitting signed dues deduction authorization forms (See Appendix 1) to the Payroll Department on or before October 1.
- 3) Dues deductions shall be divided equally among pay periods beginning with the second pay period in October and continuing through the following May 30.

After the commencement of the school year, those teachers newly employed in the District and those returning from leaves shall be eligible for payroll deduction of Association dues. The period of eligibility shall be for thirty (30) days from the return to or commencement of work. Such dues shall be deducted in payments divided equally over the pay periods remaining and continuing through the following May 30.

4) The Board agrees to remit such dues within five (5) working days of the deduction to the person designated in writing by the Association and upon such payment and remittance, the Board shall be released from any liability for the application of such monies. The Board shall not be liable for the remittance or payment of any sums other than those constituting deductions duly authorized in accordance with this Section by Association members. The Board assumes no liability for the authenticity of any dues deduction authorization provided to it.

5) All employees who are members of the Association on the effective date of this agreement or who thereafter during its term become members of the Association shall maintain their membership in the Association for the term of this agreement, provided, however, that any such employee may resign from membership in the Association during a period of fifteen (15) days prior to the expiration of this agreement.

E. 1) When requested, the Superintendent or his/her designee shall meet with the representatives of the Association at least twice per month to discuss matters of educational concern. The meetings shall be scheduled at mutually agreeable times. The representatives shall number no more than five (5).

2) When requested, the principal of each school shall meet with the representatives of the Association at least twice per month to discuss school operations and questions relating to the implementation of this contract. The meetings shall be scheduled after regular school hours. The representatives shall number no more than five (5). This Section will not prohibit meetings with the principal during school hours in emergency situations.

F. 1) The Association shall be given a place on the agenda of the Orientation Program for New Teachers.

2) The Association shall be given a place on the agenda of the first General Meeting of Teachers for a brief address.

G. 1) The Association shall be allowed to use the facilities of the interschool mail system in accordance with the practices, procedures and schedules of said system which is subject to change from time to time.

2) The Association shall limit such use up to three (3) envelopes not exceeding 14" x 16" per school per week. The Board shall assume no financial or legal responsibility for loss or damage to Association mail and the Association agrees that no condition or situation relative to the inter-school mail facility shall be subject to the Grievance Procedure.

H. 1) It is agreed that after the Board and/or the Administration has determined that a change is to be made in educational textbooks, educational programs, educational materials, educational equipment or curriculum, teacher committees or teacher-administrator committees shall be established by the Board. When such committees are established, the committees shall be made up of teachers who will be affected by the changes. Teachers shall be given the opportunity to apply for participation on such committees. After all teachers' applications are received, the Association will select one-half of the participants on the committees.

2) If the Board or the Administration determines it is necessary for the committee to meet at times other than normal school hours, teacher participants will be paid at the established hourly rate. A teacher-administrator committee shall be defined as a committee of teachers and administrators employed in the Erie School District.

**ARTICLE IV
COMPENSATION AND EXPENSES**

A. The basic annual salaries for teachers as agreed to by the parties for the 2019-2020 through 2020-2021 school years are as shown in Appendices 2 - 3

Effective with the 2020-2021 school year, the salary schedule shall be compacted one step as reflected in the attached schedules.

For 2020-2021, the Association and the District agree to re-open negotiations for salary only. It is understood by both parties that the minimum increase for 2020-2021 is 2.5%.

Effective with the 2019-2020 School year, the currently employed school psychologists will be placed on the teacher salary schedule as follows and will advance one step each subsequent year until they reach the top step:

Effective with the 2019-2020 school year, the salary schedule shall include school psychologists as reflected in the attached schedules.

1-5 years	Step 11
6-10 years	Step 12
11-15 years	Step 13
16-20 years	Step 14
21 years	Step 15
22 years	Step 16
23 years	Step 17
24 + years	Step 18

All newly hired school psychologists will be placed at Step 8 and advance one step each subsequent year.

B. Salary Adjustments for Additional Earned Credits

Teachers earning credits in an accredited Master's Degree Program, Master's Equivalent, or Vocational Master's Equivalent Program, will be paid for every six (6) graduate credits up to a maximum of thirty (30) credits at the annual rate reflected by the columns in the salary schedules in Appendices 2-3. These amounts are shown on the Bachelors Pay Group.

Vocational credits will be paid on the basis of the regulations for certification for vocational

education published by the Pennsylvania Department of Education. Upon completion of a program of study leading to a Master's Degree, Master's Equivalent, or Vocational Master's Equivalent, certified by the granting institution, the employee will be placed on the Master's Pay Group and shall receive an earned credit adjustment as reflected in the columns in the salary schedules in Appendices 2-3.

Teachers earning credits beyond a Master's Pay Group shall receive for every six (6) credits up to a maximum of sixty (60) credits the annual rate reflected in the columns in Appendices 2-3.

All of the above earned credits are reflected in Appendices 2-3.

Such post-Master's Degree credits must be approved in advance by a committee on approval comprised of six (6) members, three (3) to be chosen by the EEA and three (3) to be chosen by the Board. Credits beyond the Master's Degree must carry at least a "C" or equivalent grade for salary purposes.

Only one Master's Program will be accepted for entry into the Pay Program.

The Master's Equivalency Degree which must be certified by the Bureau of Certification in the Pennsylvania State Department of Education will be recognized at the Master's Pay Group level for salary reclassification.

All adjustments to salary as a result of additional college courses shall be effective at the beginning of each semester immediately following the date of the completion of the courses. In order to be eligible, teachers shall notify the Personnel Office on a form which will be available in the office of each supervisor or school, within the first five (5) school days of each school semester with validation of successful completion within 120 calendar days of that semester. If notification is not made to the Personnel Office within the first five (5) school days as prescribed, salary adjustments shall not be effective until the following semester.

C. Longevity Payments

1) Each teacher who, between the dates of September 1 and October 1, has completed at least 20 but less than 25 years of service, all of which service shall have been performed in and for the School District of the City of Erie, shall receive in June, a longevity payment of \$300 in addition to his regular established salary. Each teacher who, between the dates of September 1 and October 1, has completed at least 25 but less than 30 years of service, all of which service shall have been performed in and for the School District of the City of Erie, shall receive in June, a longevity payment of \$400 in addition to his/her regular established salary. Each teacher who, between the dates of September 1 and October 1, has completed 30 or more years of service, all of which service shall have been performed in and for the School District of the City of Erie, shall receive in June, a longevity payment of \$500 in addition to his/her regular established salary. Provided, however, the longevity payment set forth in this Subsection shall only be paid in the case where the teacher has worked the full work year.

2) These payments will be made a part of the regular established salary. It is understood that

the longevity payments provided for in this Section supersede any prior longevity schedule, policy, or practice.

D. Unused Sick Pay

A teacher who retires from teaching in the Erie School District shall be paid for his/her unused accumulated sick days at the rate of \$100.00 per day with unlimited accumulation, provided the District is notified by letter to the Personnel Department at least ninety (90) days prior to July 1 of the planned retirement occurring during the following school year. In any event, the teacher shall be paid an amount of not less than \$500.

If the employee does not apply by July 1, he/she will not receive payment for unused sick days or Early Retirement Incentive until July of the following year.

In the event of the death of the retiree, the balance of the amount due will be paid to the retiree's beneficiary or estate each July in the same yearly amount being paid the retiree.

- E. 1) A teacher who is required to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the going Internal Revenue Service rate.
- 2) Teachers who must drive a relatively short distance may elect to receive ten times the per mile rate per day for travel expenses or the per mile rate per day whichever is greater.
- 3) Payment for mileage reimbursement will be paid in December and June.
- F. In case of an assault on a teacher in the performance of his/her duties during the course of his/her employment causing damage to his/her personal property such as his/her clothing and where such damage is verified by the Principal, the Board shall make an equitable financial adjustment with the teacher within sixty (60) days.
- G. In case of vandalism or theft of a teacher's personal property occurring on school grounds during the course of his/her employment and in the performance of his/her duties and verified by the Principal, the Board shall make an equitable financial adjustment with the teacher within sixty (60) days. The parties' Memorandum of Agreement of April, 1991 which is set forth as an appendix, shall govern the application of this paragraph.
- H. The Board agrees to make payroll deductions for teacher United Fund contributions.
- I. The Board agrees to make Credit Union deductions at no cost to the teacher.
- J. Salaries for Extra-Curricular Activities

1) Any professional who has been involved in an extra-curricular activity shall be placed on the extra-curricular activities salary schedule on the appropriate step for the specific activity. Any payment for an extra-curricular activity shall be distinct from and not a

part of the professional's regular established salary and shall be paid in a separate check. Payment for the extra-curricular activity shall be in two equal payments, the first payment prior to Christmas and the second payment at the end of the school year. The salary schedule for extra-curricular activities is shown in Appendix 6.

2) The Board will determine the number and kind of athletic and extra-curricular activities to be carried on as separate programs which are not necessarily a part of the normal school activities. These activities are not considered a part of the standard services furnished by teachers. In the event that teachers are utilized to conduct athletic or extra-curricular activities as noted above, the additional stipend to be paid for such extra services by teachers shall be as set forth in Appendix 6.

3) The Board and the Association agree that when new athletic or extra-curricular activities are implemented, the salary for these activities will be negotiated by the Board and the Association.

4) Teachers' participation in extra-curricular activities shall be strictly voluntary, and non-participation in such activity shall not be a valid item for teacher-evaluating purposes.

5) There are no team leaders. If such are authorized, their rate of pay will be negotiated in accordance with paragraph J-3 above.

6) There shall be one (1) additional football coach for each of the four (4) high schools for a total of six (6) coaches.

K. Coaching Salaries

A coach shall be placed at the appropriate step on the coaching salary schedule commensurate with his/her years of coaching experience in that sport. Any payment for coaching shall be distinct from and not a part of the professional's regular established salary and shall be paid in a separate check. Payment for activities which begin and end in one semester shall be paid at the end of the season or the semester, whichever comes first; payment for activities which take place during the second semester shall be paid at the end of the activity or the end of the school year, whichever comes first. An assistant coach who becomes head of a sport for which the professional has held an assistant coaching position shall be placed on the head coach salary step which reflects the next higher step of the professional's present or past assistant coach's salary. A professional who directs intramural sports activities shall be given credit on the coaching salary schedule for all his/her prior years in that sport season of intramural experience. In all cases such experience need not be continuous to receive proper credit.

Any head coach or assistant coach who engages in playoff competition beyond Metro competition shall be paid one hundred dollars (\$100) for each such level (District, Region, State) as approved by the Erie School District. The salary schedule for coaching activities is shown in Appendix 5.

L. Teachers in the bargaining unit shall be given the opportunity to select individually whether they would prefer to receive their salary in twenty-six (26) equal pay periods during the school year or twenty-two (22) pay periods. If the teacher decides to select other than the twenty-six (26) pay periods, he/she shall notify the District in writing prior to September 1 of each school year.

M. If a substitute teacher is hired to teach for a semester in the Erie School District, he/she shall receive a substitute contract with full salary and salary-related fringe benefits commensurate with years of service and preparation.

Furloughed teachers shall have the first option to accept any available substitute work for which they are qualified based on their seniority ranking. They shall be paid at their per diem rate based on their placement as if they were re-employed full time. Once such furloughed employees have completed thirty (30) days of service in a given year, they will receive full fringe benefits as permitted by law or an equivalent dollar amount at the option of the teacher.

N. The professional hourly rate for assignments such as Summer School, Driver Education, Evening School, etc., involving bargaining unit members will be paid for at the rate of \$31.94.

The positions in these kinds of programs will be opened to bargaining unit employees prior to being open to persons outside the unit. These positions will be posted and awarded to the most senior certified applicants.

O. The vocational shop teacher may contact the Director of Vocational Education directly for repairs and/or supplies when these are needed sooner than they could be obtained through normal requisition procedures. Such requests will be filled as soon as possible up to a maximum of five hundred dollars (\$500) per year per shop from its current budget.

P. The Medical Services Department shall be allotted an additional one hundred and fifty dollars (\$150) each fiscal year for the purchase of additional professional publications for school nurses. The nurses shall determine which publications will be purchased.

Q. Additional Adjustments to Salary

1) For any school year in which a teacher has achieved, and maintains, National Board Certification for the entire school year, he/she shall receive \$2,000 added to base salary.

2) For any school year, or part thereof, following the initial year of such assignment in which a teacher is assigned without interruption to alternative education, the Transition Program, or the Peace Program, he/she shall receive the following additions to base salary:

Second year of assignment:	\$500
Third year of assignment:	\$1,000

Fourth and subsequent years of assignment: \$1,500

This addition shall be paid to those newly assigned to such duties as well as those already in such assignment.

3) An employee who adds a certification in reading, math, science shall receive a \$500 one-time payment. If the employee is subsequently assigned to teach in the area of the new certification, he/she shall receive a \$500 addition to base salary for any school year, or part thereof, in which he/she teaches in the additional certification area. Neither the one-time payment, nor the salary addition, however, shall be paid to any teacher who acquires or uses an additional certification in order to remain, as a result of regulatory requirements, in a current assignment.

ARTICLE V TEACHING DAYS AND HOURS

A. When the regular school calendar is being formulated, the Superintendent shall invite the President of the Association or his/her designee to discuss them.

B. The work year shall include the following:

<u>Number of Days</u>	<u>Event or Activity</u>
1	Preparation Day Beginning School Year (At least one-half of such day must be assigned for use by the teacher for in-building preparation).
1	Recording and Reporting Day between Semesters.
1	Technology professional development, to be scheduled during the work year with the agenda determined by the Superintendent after consultation with Association President.

In the event that these activities are reduced or eliminated, the above days may be used for teaching, in-service, or parent conferences.

C. The normal work year shall be 187 days plus four hours. The normal work year for 2016-17 shall be 186 days and upon ratification of the contract the additional four SOAR hours or portion still left shall be discontinued. The normal work year for 2017-18 and subsequent years shall be 185 days with no SOAR hours. The normal work year shall exclude as a minimum the following days:

<u>Number of Days</u>	<u>Holiday</u>
2	<u>Labor Day</u> (Friday, Monday)

3	<u>Thanksgiving</u> (Thursday, Friday, Monday)
7	<u>Christmas</u> (at least from December 24 through January 1)
1	<u>Martin Luther King Day</u>
1	<u>Memorial Day</u>
1	<u>Spring Day</u> (February, March)
3	<u>Easter</u> (Thursday, Friday, Monday)

Nothing herein contained shall be construed to prohibit the Board from offering to an individual teacher a work year extending beyond the prescribed number of days. Compensation for such additional time shall be paid on the basis of the teacher's then current annual salary divided by the number of days in the work year.

Guidance Counselors shall work two (2) extra days each year compensated at their per diem rate. These days shall occur one (1) day prior to the reporting of teachers and one (1) day subsequent to the classroom teachers' final day.

For the 2017-18 school year and subsequent school years, one in-service day and one recording day at the end of the school year will be eliminated.

- D. 1) In the normal discharge of their teaching responsibilities, preparation is required of teachers to be done in their own homes.
- 2) For income tax purposes, the Board shall issue a written statement to each teacher attesting to this.
- E. 1) The work day for teachers shall be a continuous work day and will not begin before 8:00 a.m. nor end later than 4:00 p.m., including employees who have voluntarily agreed upon alternative schedules under this section. Where specific programs are authorized by the Pennsylvania Department of Education, the starting or ending time may be changed by the Board.

The total regular work day shall average seven (7) hours and ten (10) minutes, inclusive of lunch periods, instructional periods, preparation and/or planning periods, and rest breaks where applicable. The length of individual work days for individual employees or groups of employees can vary for different days, and from building to building, provided that over the course of the entire school year, the total work time does not exceed seven hours and ten minutes times the number of days in the work year, and so long as the 8:00 a.m. and 4:00 p.m. time limits are not exceeded. Alternative schedules, when they exist, may be established at any time by voluntary agreement of the affected teachers and the building principal. Such agreements will expire at the end of the year, unless renewed or otherwise agreed upon. Alternative schedules with work days other than seven (7) hours and ten (10) minutes will not be used if the Association objects to the schedule, or for courses of instruction or student disciplinary programs

2) Teachers shall have a duty-free lunch period for at least thirty (30) minutes. Duty-free shall be considered to mean without any responsibility to assist in the passage of students from one place to another or being required to remain on the school premises.

F. Teachers shall be available after regular sessions and for one-half (1/2) hour per week for special help to students. The day for this one-half (1/2) hour shall be chosen by the teacher, but shall not be a Friday unless expressly authorized by the principal. The principal shall have the discretion to require the day designated by the teacher to be rescheduled if necessary to accommodate the needs of specific parents or students. Each teacher shall attend his/her school's Annual Open House Program, unless excused by the School Principal whose permission shall not be unreasonably withheld.

G. Teachers shall be given the time necessary to use the rest room.

H. With permission of the school principal, which permission cannot be unreasonably withheld, teachers may leave the school building during their planning periods. Reasonable cause for leaving the building during the planning period would include, but not be limited to, such matters as:

Medical, dental, legal and banking business which is inconvenient to transact after regular school hours;

School or work-related activity;

Home and family matters of an emergency nature.

The above list is not intended to be inclusive and may include other items which are reasonable. Further, it shall be the intent of the Board to make the application of this Section uniform throughout the School System.

I. Faculty meetings will be held during regular school hours, normally once a month, and will be as brief and meaningful as possible. Situations may arise which would require additional meetings at the request of the Principal or Association building representative. Except in cases of emergency, the total number of meetings will not exceed two (2) per month.

J. The working day of homebound teachers shall be no longer than the working day of the regular teacher.

K. When parents or guardians request the opportunity to visit a classroom, the scheduling of such visitations shall be through the building principal with the agreement of the teacher. Such scheduling shall not be done without twenty-four (24) hours notification.

L. The Administration shall meet and discuss with the Association the dates for the scheduling of Parent Conference Days. If conference days are scheduled, the total hours for each parent conference day shall not exceed the total hours of the regular work day.

The teachers and the principal in each building shall mutually agree on the hours for the

conferences.

Teachers shall not be required to schedule parent conference appointments in such a way as to interfere with preparation and lunch time.

ARTICLE VI TEACHING CONDITIONS

- A. Where physical facilities allow, without impinging on instructional areas, the Board will make available one furnished room vented by window or fan, which shall be reserved as a faculty lounge. When new schools are constructed or when existing schools are renovated, at least one faculty lounge shall be included.
- B. Where physical facilities allow, the Board will make men's and ladies' restroom facilities available for the exclusive use of staff personnel. When new schools are constructed, these facilities will be included. Where requested, the Board shall investigate the conditions of restroom facilities and where they are found to be inadequate, initiate plans to remedy the situation.
- C. The Board shall make available a telephone in each school for teachers to use and privacy assured when requested. When new buildings are built, or existing buildings are substantially renovated, telephones shall be installed in each classroom.
- D. When facilities allow, off-street parking shall be provided and identified as restricted for the use of all employees of the School District. The maintenance of these facilities shall include systematic snow removal and the District shall make a good faith effort to remove snow prior to the opening of school.
- E. All announcements shall be made prior to the commencement of the first period or at the end of the last period of the day or before the departure of students for first lunch period except in cases of emergency.
- F. Teachers will have free access to appropriate duplicating and typing equipment to aid them in the preparation of instructional materials.
- G. The principle responsibility for maintaining discipline remains with the teacher. It is recognized, however, that there are times when teachers will have to make use of special disciplinary procedures. In this connection disruptive students may be removed from the regular classroom or school when, in the professional judgment of the teacher, normal corrective measures have been ineffective in bringing about satisfactory improvement. Such student shall be reported to the Principal and he/she may take whatever action that he/she deems necessary except that he/ she may not return the student to the classroom of the same teacher, or retain the student in school without the teacher's approval.

If this disruptive student is assigned to the regular classroom of another teacher, this teacher shall be apprised of the conditions and circumstances which led to that student's removal. He, too, has the right to refuse to accept the disruptive student in his classroom. If this disruptive student is assigned to another school, the teacher committee of the

receiving school shall be apprised of the conditions and circumstances which led to that student's removal.

They, too, have the right to refuse the acceptance of the student in their school.

If the principal or any other administrator feels that the disruptive student should be considered for return to the regular classroom or school against the wishes of the teacher, a committee of three (3) teachers from the building selected by the teachers in that building shall meet and decide whether or not the student should be returned to the regular classroom or permitted to attend school. This committee shall utilize school specialists and the principal, if needed, to help formulate their decision. The decision of this committee shall be limited only to the question of whether or not the student should be returned to the regular classroom or permitted to attend the same school. If the student is not returned to the regular classroom or school, he/she shall be returned to the principal for further action. If, at a later day, it appears that this student should be returned to his regular class or school, the Board shall refer the matter back to the committee for approval.

Incorporated herein and made a part hereof by reference is the Consent Decree entered in the United States District Court for the Western District of Pennsylvania, Civil Action No. 34-75 Erie, signed by the Honorable William W. Knox, Judge, on February 5, 1974, which decree sets forth the procedures to be followed in connection with the subject matter set forth in this subparagraph. Further incorporated herein and made a part hereof by reference is the Decree entered in the same Court June 7, 1977, as expanded, changed or modified in the Memorandum of said Court dated June 27, 1977, as expanded, changed or modified by the opinion of the United States Court of Appeals for the Third Circuit, No. 77-2137 and No. 77-2138, dated August 21, 1978, as expanded, changed or modified by subsequent final court order.

H. All teachers shall have available for their use a desk in the classroom or teaching area. In the event more than one teacher shall use the same classroom or teaching area at different times, such desk shall be shared.

In addition, the District shall provide at least one of the following for each teacher: a filing cabinet or a locker or a closet which can be locked.

I. Each teacher shall have for his own use a copy of each student text and, if available from the publisher of the student text, a teacher's manual or annotated text for each course he/she teaches.

J. Teachers shall not act as substitutes for principals in the building to which they are assigned.

K. Upon the request of the Association, vending machines shall be installed in teacher lounges if no additional expense is incurred for installation by the School District. Teachers shall determine the distribution of the proceeds of such machines.

The Board shall assume no responsibility for liability, loss, or damage from the installation and use of such machines or their proceeds.

- L. The Board agrees that custodial, maintenance or secretarial personnel shall not be delegated supervisory authority over teachers or other professional staff personnel in a school.
- M. Teachers will have at least five (5) planning and/or preparation periods per week which shall be a minimum of forty (40) minutes each during the regularly scheduled day. A preparation period shall be defined as that period during which the teacher shall perform those activities that he/she shall determine necessary to conduct his classes. Such periods can be used for faculty meetings as described in Article V-I. Homeroom teachers in elementary buildings may use one related arts period per week as a preparation period to compensate for the time being lost during dismissal procedures.
- N. Consideration will be given to new and probationary teachers in making assignments, recognizing their lack of experience.
- O. Reassignment of probationary teachers to substantially different grade levels in the elementary schools or different subjects in the secondary schools shall be avoided, unless the probationary teacher agrees to such a change.
- P. No teacher shall be assigned outside of the scope of his current teaching certificate.
- Q. It is the position of the Board that split grades in the elementary schools should be phased out. Such classes shall not exceed twenty-five (25) students. The above shall not apply to non-graded or team teaching situations or departmentalized instructional programs, i.e., music, physical education, etc. Students in a split class shall be screened in a timely fashion for instructional compatibility by the Principal and teachers subject to final determination by the Principal.
- R. To help relieve classroom teachers of duties which do not require certification, including but not limited to cafeteria patrol, playground, bus, and study hall duty, the Board agrees to engage not less than one aide per school for this purpose.
- S. In instances where the Association identifies a condition where storage facilities or equipment are considered to be inadequate in the normal discharge of a teacher's responsibility, it shall notify the Board in writing who shall investigate the condition. Where the storage facilities or equipment are found to be inadequate, the conditions will be rectified promptly.
- T. The Board shall provide adequate supplies for the normal discharge of teaching responsibilities.
- U. Teachers may request their immediate superior to requisition particular teaching reference material which they feel is necessary to carry out their individual classroom responsibility.

- V. A teacher shall not be required to accept additional children into his regular classroom because a substitute teacher was not provided, except in case of emergency.
- W. In instances where a teacher identifies a situation which he/she thinks is unsafe or unhealthy for pupils and teachers, he/she shall notify the principal. The principal shall investigate the condition with the teacher. He/she shall take immediate steps to rectify the situation, which may require vacating the school or an area thereof.
- X. Expendable teaching supplies will be requisitioned as needed for night school and will not be provided from regular program supplies.
- Y.1) Any complaints by parents of a student or by members of the community that are directed toward a teacher and are to become a matter of record shall be called to the teacher's attention within two (2) working days.
- 2) The Board agrees that teachers need not discuss student problems with parents away from the school site.
- In-school conferences with parents concerning student problems will be scheduled by the principal at times mutually agreeable to all parties. Such agreement cannot be unreasonably withheld by any of the parties.
- Z. All School District policies relating to or affecting teachers, curriculum, grading, promotion and retention of students, mainstreaming, pupil placement, remedial reading, speech, testing and evaluation, and federal programs, shall be published and one copy made available in each principal's office and for each faculty representative of the Erie Education Association.
- AA. The teacher shall retain the right to determine grades of students and promotion. Grades and promotion to the next grade may be changed without the approval of the teacher. However, the teacher shall be notified in writing prior to the change taking effect of the reasons for the change and said teacher shall henceforth not be held accountable for the grade or the promotion.
- BB. If the District decides to use Nurse Practitioners to perform physical examinations after regular school hours or during the summer months, he/she will be paid \$2.00 per physical. If the nurse practitioner is a bargaining unit member, he/she will be paid at his/her contractual rate.
- CC. The principal will make every effort not to schedule a lunch period before 11:00 a.m.
- DD. The parties recognize that certified school psychologists as certified in proceedings docketed at No. PERA-R-10-W with the Pennsylvania Labor Relations Board are now recognized as professional employees covered by all the terms of this contract except as provided for in language specific to them. The total regular work day for a school psychologist shall average eight (8) hours, inclusive of lunch periods of one (1) hour. The length of individual work days for individual employees can vary for

different days, and from building to building, provided that over the course of the entire school year, the total work time does not exceed eight (8) hours times 188 days. In addition, each school psychologist shall work an additional seven (7) days, at his/her respective per diem rate for a total of 195 days. The scheduling of the additional seven (7) days will be done so with the approval of the Director of Pupil Services or his/her designee.

Each school psychologist may also work additional days or flex days in the summer as approved by the Director of Pupil Services or his/her designee. These days are in addition to workdays for the school year. Psychologists will be compensated at their respective per diem rate in increments of half or whole days.

School psychologist 188 Day Salary plus seven (7) per diem days is reflected in the attached schedules.

The prevailing evaluation system for school psychologists shall be continued unless modified to comply with state requirements.

ARTICLE VII
TEACHING CONDITIONS FOR IMPLEMENTING
PUBLIC LAW 94-142

- A. In conformity with the intent of the regulations and standards adopted for the implementation of P.L. 94-142, no teacher shall be evaluated on the basis of the student's attainment of the goals outlined in any Individualized Educational Program for that student. However, this section does not relieve the School District and its teachers from making good faith efforts to assist the students in achieving the objectives and goals listed in the Individualized Educational Programs.
- B. It is the responsibility of the Board annually to provide in-service training to all teachers whose assignments require them to teach students who have Individualized Educational Programs. Such in-service training shall focus on P.L. 94-142, other relevant laws, regulations, and standards of a like nature and shall address especially the technical aspects involved in developing Individualized Educational Programs and satisfying the requirements of law. Such in-service training shall be held during the work day and work year. This section shall not be deemed to require the School District to provide a work year extending beyond the contracted teacher school work year.
- C. No teacher shall be required by the Board to dispense or administer medication or perform any other medical function.
- D. When any teacher is required to participate in a conference, review, evaluation, re-evaluation, or any meeting or hearing as a result of the need to fulfill the provisions of P.L. 94-142 and other appropriate state and federal regulations and standards, such meetings shall be scheduled with the teacher's consent and during the regular work day and work year where possible. Teachers shall be compensated for all additional time

beyond the regular work day or year at their hourly per diem rate.

When a teacher is required to participate in a due process hearing in accordance with the provisions of P.L. 94-142, he/she shall be given at least forty-eight (48) hours notice of the time and place of such hearing and he/she shall be provided with all the basic facts of the case (within legal limits) at least forty-eight (48) hours before appearance at the due process hearing under applicable laws and regulations.

- E. If the teacher determines that a special education student cannot physically, mentally, or emotionally function in his classroom placement, the teacher may request in writing that an IEP team meeting be conducted within a reasonable time but not more than sixty (60) days from the date of such request. The student shall then be placed in accordance with the IEP team's recommendations, subject to the requirements of the IDEA. The IEP team shall be selected in accordance with the law but, when possible, shall include, but not be limited to, the parent, and LEA, a regular education teacher who services the student, and a special education teacher who services the student.

Should the parent or guardian of a reassigned student challenge successfully such reassignment pursuant to the appeal procedures enumerated in P.L. 94-142, other applicable laws, standards, and regulations, the Board shall provide the affected teacher with such assistance, including staff and technical resources, which are required as a result of such appeal.

- F. Prior to the placement of a student in a reassignment of that student, at the request of the receiving school, there shall be a staffing to inform the receiving teacher about the reasons for the reassignment. The personnel involved in such staffing shall include but not be limited to: the sending teacher, the receiving teacher, the counselor involved, the special education teacher, if involved, the school psychologist, if involved, and the receiving principal at his/her option. For purposes of this section a reassignment of a student shall mean (1) a change of special education category of such student (e.g., a change from learning support to life skills support), (2) a transfer of a special education student into the District, or (3) a movement or change of such student for reasons other than normal progression, change of residence, or class overload as mandated by Special Education standards.
- G. Teachers who must be involved in the writing of IEP's shall be compensated at their per diem hourly rate if such work occurs after the regular work day with a minimum payment of not less than one (1) hour for such work.

ARTICLE VIII TEACHER TRANSFERS

A transfer is defined as a change of building assignment.

- A. When increases in professional personnel due to increased student enrollment, expansion of programs, or opening of new buildings, or when reduction in professional personnel due to reduced student enrollment, curtailment of programs, and closing of buildings, voluntary requests for transfer shall be given first priority on the basis of seniority provided the teacher is certified.

All other voluntary or involuntary transfers not defined in the above paragraph, shall be on the basis of seniority provided the teacher is certified.

- B. When requested, a meeting with the Director of Human Resources shall be scheduled to discuss the reasons for the transfer.
- C. Teachers shall be given an opportunity to apply, without giving reasons, for transfer to be effective the next school year if the application is made by April 15 on a form provided by the Human Resources Department.
- D. Teachers may apply for transfers to be effective during the school term in which application is made, provided that in such cases, the teacher states the reason for the transfer request.
- E. 1) Except as provided in paragraph two below, there shall be one posting per year. By April 10, the Board shall post a list of known vacancies arising since the last posting in all school buildings. The April 10 date may be adjusted by agreement if necessitated by holiday recess. Teachers may make application for such vacancies no later than April 15, the transfer to take effect the following school year. A successful bidder must respond to the District in writing or by email no later than three working days after notification of being awarded a position. All vacancies arising between the posting dates, including those created by bids on posted vacancies, will be filled as the District deems appropriate until posted. Posting will not be required unless the position still exists and has not been eliminated by the District. If bargaining unit members apply except as provided in (3) below, positions will be awarded to the most senior certified applicants.

2) When the District implements programs, other than regular curriculum including but not limited to night school, summer school, ECIA Chapter 1, ECIA Chapter 2, ISS, etc., the positions shall be posted one month prior to the beginning of the program.

If bargaining unit members apply, positions shall be filled by the most senior certified applicants. If the District receives unequivocal notice that a position covered by this paragraph has been vacated within five (5) working days of the start of the assignment, the position shall be offered in order of seniority to those who made proper application for the vacated position at the time it was initially filled. If a position covered by this paragraph is vacated more than five (5) working days after the start of the assignment, the District may fill the vacancy as it deems appropriate.

3) The District shall have the right to designate at any given time a total of ten (10) identified bargaining unit vacancies as “special-qualification positions” which may

require objective, job-related qualifications in addition to the successful applicant holding appropriate certification. Prior to posting such positions, these qualifications will be determined and agreed upon by both the District and the Association, whose agreement shall be exercised in good faith and cannot be unreasonably denied. It is understood that objective, job-related qualifications will not be building-specific or gender-specific (unless a bona fide occupational qualification).

The District will inform the Association about anticipated needs for “special qualification” positions so that employees can be made aware of the future opportunity for such positions.

If two or more applicants from within the bargaining unit have the same agreed-upon qualifications, the most senior qualified applicant will be awarded the position. If no qualified bargaining unit members apply, the District may award the position to outside applicants. No teacher in an encumbered position shall be transferred or removed from that position involuntarily, and no encumbered positions may be eliminated from a building, for the purpose of accommodating the placement of personnel in “special-qualification positions.”

In addition, the District and Association may agree at any time that additional positions are sufficiently unique to justify additional qualifications. The Association shall have the absolute right to decline to agree to expand the number of positions beyond 10.

- F. If a teacher who is new to the Erie City Schools is employed to fill a vacancy that occurs during the school year, he/she will be advised that his/her teaching assignment is temporary and that he/she shall be transferred if a certified teacher in the school system requests to be transferred to this position at the beginning of the coming school year.
- G. Teacher assignments based on projected enrollments will be given to the teachers on or before June 30. In the event of a change the reason will be given. Changes in assignments shall be communicated to the teacher affected as soon as possible.

If a position is eliminated and reopened, the teacher holding the original position shall be given the first choice to return to this position. In the event the displaced teacher is furloughed, seniority shall apply in filling the position.

Recall of furloughed teachers shall be done by seniority.

- H. Supplemental positions as contained in Appendix 5 and Appendix 6 shall be filled as follows:

All vacancies in supplemental positions shall be posted for a period of at least two (2) calendar weeks.

The Board will fill such vacancies with the most qualified candidate from within the bargaining unit who has made proper application within the posting period. Qualifications as stated above shall be pre-determined by the Board based upon

pre-determined objective criteria which shall be specifically stated in the posting. Criteria posted for one position shall not bind the Board to such qualifications in future positions.

If no candidate from within the bargaining unit, who has applied during the posting period, meets the pre-determined qualifications as specifically stated in the posting, the Board may advertise and accept applications from outside the bargaining unit. Applicants from within the bargaining unit who have not previously applied may make application and be considered during this period. The Board may fill the position with the most qualified applicant who meets pre-determined criteria as specifically stated in the posting. In the event two (2) or more applicants are determined by the Board to have equal qualifications, seniority with the Erie City School District shall be the determining factor.

Assistant coaches will be hired upon the recommendation of the Head Coach of each sport with the approval of the building principal. Candidates from outside the bargaining unit will be employed only in the event there are no qualified applicants from within the bargaining unit.

A committee will be established under the provisions of Article III, Section H. 1 and 2 to develop an evaluation instrument to be utilized in the evaluation of individuals holding supplemental positions as contained in Appendix 5-1 to 5-2 and Appendix 6. Such instrument may be used in the evaluation of the individual's performance in supplemental positions only. It will be separate and distinct from a professional employee's evaluation and/or rating and will have no effect or influence upon a professional employee's rating, evaluation or employment status.

All supplemental positions are for one (1) year only and the Board has sole discretion to reappoint incumbents or to open the position for new applicants.

- I. Upon completion of satisfactory performance by formal evaluation of four (4) separate semesters (each of at least forty-five [45] days) as a long term substitute, long term substitutes shall be considered for vacancies in their areas of certification as they become available through the posting process. All provisions of Article VIII will then apply. It is understood and agreed that long term substitutes who do not complete four (4) separate semesters of satisfactory service as referred to above will not have any bidding rights as contained in Article VIII (request for transfer and bidding on vacancies). The School District of the City of Erie reserves the right to employ long term substitutes as permanent employees prior to the completion of four (4) semesters of satisfactory service.

Any long term substitute employed prior to the adoption of this agreement and on staff on the date of this agreement shall be governed by the terms of the contract in its entirety including but not limited to Article VIII.

- J. The following procedure will apply when a supplemental or extra duty position governed by Sections E (2) or H is posted for bid and the successful bidder already holds another

such position which will “overlap,” or, be performed during at least a part of the same calendar period. The awarding of the new position will occur only after review by, and approval of a majority of, a committee consisting of two Association representatives and two District representatives. The purpose of the Committee will be to determine whether it is prudent and reasonable for the employee to hold more than one special position at the same time in addition to regular professional responsibilities. The decision of the Committee shall be final and binding for that particular position. If the Committee is evenly divided, the President of the Association and the Superintendent will appoint a mutually acceptable party who shall break the tie.

- K. Temporary Assignments. Starting July 1, 2009, an employee cannot be temporarily assigned to a position different from his/her encumbered position for more than two years. If agreed by the District, the Association and the employee, the temporary assignment may be extended to a third year.
- L. If an employee who is rated unsatisfactory bids into a different building for the subsequent school year, a conference shall be held between the new building administrator, the former building administrator, the employee, an EEA representative, and the Director of Human Resources for the purpose of insuring that the new building administrator is aware of the concerns from the prior year and any remedial efforts related to those concerns.
- M. Effective with new employees hired for the 2009-2010 school year, employees initially hired for special education positions shall be ineligible to bid on vacancies outside of special education until the April posting of their second year in which they have a bid number.

ARTICLE IX LEAVES AND ABSENCES

- A. 1) Ten (10) days of sick leave shall be credited annually to each teacher in accordance with Section 1154A of the School Code. The total unused portion of the annual sick leave allowance shall be permitted to accumulate indefinitely. Sick leave accumulated prior to a leave of absence shall be credited to the teacher upon return from the leave.
- 2) Teachers shall be credited with and may use their annual and accumulated sick leave as of the first day of their employment year even though they have not been able to report for duty on that day, provided that the teacher notifies the principal, or the Human Resources Department if the principal is not available, that he/she will be unable to report because of personal illness.
- 3) Teachers employed in summer school programs shall be granted two (2) sick days for use during said school period. Sick days not used during the said period of time will be added to the regular sick day account of the employee.
- 4) Teachers shall be given a written accounting of accumulated sick leave no later than October 15 of each year.

5) Employees, either singly or in concert, may petition the Superintendent to allow the transfer of their unused sick leave to other employees, for humanitarian reasons. Approval shall be at the discretion of the Superintendent.

B. Funeral Leave

All permanent or regularly assigned employees shall be allowed five (5) work days, or seven (7) consecutive days, beginning with the day following the death, with full pay, in each case of death of a member of the immediate family. The term "immediate family" shall be understood to include the following: mother, father, brother, sister, son, daughter, husband, wife, parent-in-law, step-mother, step-father, and step-children, or near relative who resides in the same household or any person with whom the employee has made his home. In other cases: grandmother, grandfather, grandson, granddaughter, son-in-law, daughter-in-law -- absence will be allowed with pay through the day of the funeral. In all cases of death of near relative (first cousins, aunt, uncle, niece, nephew, brother-in-law, sister-in-law), an employee will be paid for absence on the full day necessary to attend the funeral.

In special cases, the Superintendent may use his discretion to extend time. A letter giving pertinent facts must be submitted to the Human Resources Department. Absence for this reason shall not affect accumulated sick leave.

C. 1) The Board may grant, upon application, leaves of absence without pay for graduate programs of study approved by the Superintendent. Such leave shall result in no loss of seniority.

2) The Board may grant, upon application, leaves of absence without pay for the purpose of a teacher participating in teacher exchange programs in other states, territories, or countries; foreign or military programs; Peace Corps Programs, Teachers' Corps Programs, or Job Corps Programs. Such leave shall result in no loss of seniority.

D. Teachers returning from Graduate Study Leave or other leaves as authorized in Section C-2 herein, will be reinstated in the following manner:

1) If the teacher's position at the beginning of the leave has been filled by a temporary employee, the teacher will be returned to that position.

2) If the teacher's position at the beginning of the leave has been filled by a permanent employee, the teacher will be returned to a similar position.

3) If, while the teacher is on leave, a reduction in force has occurred and more senior teachers have been laid off, thus precluding the teacher's return as described in paragraphs 1 and 2, the teacher's name will be placed on the Eligibility List for return on the basis of District seniority. A teacher so placed on the Eligibility List will be appointed before any new applicant.

E. Absence due to injury (other than assault) which is compensable in accordance with Workers' Compensation shall not be charged against the teacher's sick leave days and the Board shall continue his salary and benefits for the duration of the absence, but not to exceed one (1) calendar year from the date of injury, provided the teacher agrees in writing to return to the Board any Pennsylvania Workers' Compensation and Social Security benefit payment related to the injury.

Any benefit payments under a teacher's private insurance program need not be returned to the Board.

If the teacher fails to reimburse the Board as agreed, continuation of his salary and benefits shall cease.

Injuries occurring as a result of assault are covered under other provisions of this agreement.

F. 1) A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, tuberculosis, pink eye, or head lice contracted during the school year shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave.

2) No loss of personal sick leave shall result from a case of scabies, if such is certified by a qualified physician and such certification is presented in writing to the Human Resources Department.

G. A teacher whose personal illness as certified by a duly qualified physician extends beyond the period compensated by the Board may be granted a leave of absence without pay for the duration of the illness. Such leave shall not extend beyond one (1) calendar year. Requests for such shall be made in writing to the Board.

H. Teachers on leave without pay shall receive no fringe benefits or service credits during the period of such leave except as otherwise provided by law. However, teachers whose paid sick leave expires prior to their being able to return to work will have their hospital, medical, surgical, major medical, and life insurance coverages continued for any unpaid sick leave extension granted under Section G of this contract or until their return to full-time employment, whichever occurs first.

I. 1) Teachers shall be granted a military leave of absence for reserve training for a period of fifteen (15) days with pay as prescribed by law.

2) As prescribed by law, teachers shall be granted military leave of absence without pay for such length of time as is necessary for the teacher to meet his military obligation.

J. 1) Court leave with pay shall be granted to teachers for time necessary to make appearance in any court proceeding resulting from activities relating to the teacher's employment with the School District if the teacher is required by law to attend.

2) If a bargaining unit employee is absent from duty because of summons to jury duty,

no deduction in salary will be made. The employee shall pay to the School District all jury pay received, excluding expense reimbursement.

3) Criminal Court

If an employee shall be required to appear in a criminal court on charges related to an action or actions of said employee which were performed in the course of his/her employment, and said employee is charged with a misdemeanor, the employee shall be entitled to his/her regular rate of pay for absences that occur on a school day or school days and/or in-service day(s). If an employee shall be required to appear in a criminal court on charges related to an action or actions to said employment which were performed in the course of his employment and is charged with a felony, said employee shall be entitled to his/her regular pay for absences that occur on a school day or school days and/or in-service day(s) only if said employee is exonerated of the charges.

4) Civil Court

If an employee shall be required to appear as a witness and/or defendant in cases relating to the performance of the duties by said employee or by another employee of the School District of the City of Erie, or if an employee shall be required to appear as a witness for the School District of the City of Erie in any civil case, and the attendance of said employee shall occur on a school day or school days and/or in-service days, the employee shall be entitled to his/her regular pay for absences occasioned by attendance in the instances enumerated in this paragraph.

K. Sabbatical leaves shall be granted to teachers in accordance with the School Code, Article XI, F; Section 1166, 1167, 1168, 1169, 1170, 1171.

L. Leave for other emergency situations may be granted with the approval of the school principal.

Emergency leave shall not be deducted from sick leave and is not cumulative from school year to school year.

M. Upon written application to the Superintendent, an unpaid leave of absence for a specified period of time and purpose may be granted to a teacher not to exceed ten (10) working days at the discretion of the Board.

N. Tenured teachers, returning from leaves of absence, shall retain their tenure status upon return from leave.

O. Personal Leave

Employees shall be entitled to three (3) days of personal leave.

Requests for personal leave shall be made through the principal at least one (1) week in advance of the day requested.

No more than five (5) personal leave days may be accumulated for any school year; nor may any employee utilize more than five (5) personal days in any school year. Any additional days not used shall be credited to the employee's accumulated sick leave as of the beginning of the following school year. Only three (3) personal days may be used at any one time. All unused personal days will be treated the same as unused sick days per Article IV. D. Unused Sick Pay.

On a given day, not more than thirty (30) total bargaining unit members shall be absent on personal leave to protect the normal functioning of the district. Personal leave shall be granted on the basis of first requested. Personal leave requests that exceed thirty (30) on any given day may be granted at the discretion of the Superintendent or his/her designee.

ARTICLE X PARENTAL LEAVE

A. Leaves of absence shall be granted to employees on account of maternity under the following terms and conditions:

1) As soon as pregnancy is determined, the employee shall notify the Director of Human Resources, in writing, of such pregnancy and of the expected date of birth.

After giving such notice, the employee may submit a request for a leave of absence.

The leave of absence shall commence at a time to be agreed upon between the employee and her doctor with notification to the Director of Human Resources. Except in unusual cases, such leave will commence not sooner than one (1) month after the request for leave has been submitted. In cases where the employee desires to work beyond the sixth month of pregnancy, she must obtain from her attending physician written advice that the performance of her regular duties is within her capabilities. In the event that such working employee does not provide such written medical evidence on at least a monthly basis beyond the sixth month of pregnancy, she may be required to commence her leave of absence forthwith.

2) The leave of absence shall ordinarily be for a fixed period up to a maximum of two (2) years. If the employee desires to return to work before the expiration of the leave, the request must be submitted, in writing, to the Director of Human Resources at least thirty (30) days prior to the desired date of return.

3) Another pregnancy incurred during the period of a leave cannot be used to gain an additional concurrent maternity leave.

The Board shall save the Association, its officers and members harmless in the event of legal action.

4) The employee applying for and securing a leave of absence under the provisions of

this Section shall not receive salary from the effective date of said leave until the return to active service in the school system. However, while on maternity leave as herein defined, the employee is entitled to sick leave for disabilities, abortion, childbirth, and recovery therefrom, according to guidelines by the Equal Employment Opportunity Commission, Part 1604.10, issued under the Civil Rights Act of 1964.

5) In all cases of maternity leave of absence, the employee desiring to return from such leave must present, prior to such return, certification from the attending physician, on a form to be provided by the Human Resources Department, that the employee is able to return to full-time employment.

B. Leaves of absence shall be granted to employees on account of adoption under the following terms and conditions:

1) As soon as a date of adoption can be determined, the employee shall notify the Director of Human Resources, in writing, of such date. After giving such notice, the employee may submit a request for a leave of absence.

2) The leave of absence shall ordinarily be for a fixed period up to a maximum of two (2) years. If the employee desires to return to work before the expiration of the leave, the request must be submitted, in writing, to the Director of Human Resources at least thirty (30) days prior to the desired date of return.

3) Another adoption during the period of a leave cannot be used to gain an additional concurrent adoption leave.

4) The employee applying for and securing a leave of absence under the provisions of this Section shall not receive salary from the effective date of said leave until the employee returns to active service in the School System.

C. Child Rearing Leave

Teachers who are fathers of newborn infants or who become a parent of an adopted child (pre-school age) shall be eligible for a child rearing leave immediately following the infant's birth or adoption.

The leave shall be for a period of up to twelve (12) months. All extensions or renewals of leave shall be applied for in writing and may be granted in writing by the Board. In no event shall such extension be for more than a twelve (12) month period. The beginning date for child rearing leave will be determined by the date of birth or date of adoption. The teacher shall give at least thirty (30) days' notice before the expected date of such leave, except in cases where such prior notice is not possible. Return to work may be made at any time within twelve (12) months after the commencement of the leave, provided at least fifteen (15) days' notice in writing is given to the immediate supervisor.

The employee applying and securing a leave of absence under the provisions of this

Section shall not receive salary from the effective date of said leave until the return to active service in the school system.

- D. All male employees are granted one (1) day leave of absence for parental responsibilities at time of birth of son or daughter. An employee shall be granted one (1) day of leave of absence for parental responsibilities at the time of adoption of a son or daughter. This may be extended in unusual situations with the approval of the Superintendent of Schools if a letter giving pertinent facts is submitted to the Human Resources Department. The one (1) day leave granted under this Section shall be without loss of pay by the employee.
- E. Teachers returning from Adoption or Maternity Leave will be reinstated in the following manner:
- 1) If the teacher's position at the beginning of the leave has been filled by a temporary employee, the teacher will be returned to that position.
 - 2) If the teacher's position at the beginning of the leave has been filled by a permanent employee, the teacher will be returned to a similar position.
 - 3) If, while the teacher is on leave, a reduction in force has occurred and more senior teachers have been laid off, thus precluding the teacher's return as described in paragraphs 1 and 2, the teacher's name will be placed on the Eligibility List for return on the basis of District seniority. A teacher so placed on the Eligibility List will be appointed before any new applicant.

ARTICLE XI PROMOTIONS

- A. Whenever a promotional vacancy or a new professional promotional position occurs in the Erie City Schools, the Board shall post a notice of such vacancies or permanent promotional positions upon the main bulletin board in each school in the District. This posting shall set forth a general description of the required qualifications for the position including a general description of the duties at the time, salary information, and application information. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for a period of at least two (2) calendar weeks. The Board shall notify each applicant of the disposition of his application for the position. Such temporary basis shall not extend beyond the beginning of the following school year.
- B. Any teacher may apply for such vacancy or position as described in paragraph "A" above. Applications will also be accepted from qualified personnel outside the District and/or bargaining unit. In filling such vacancy, or position, the Board agrees to give due weight to the professional qualifications of all applicants related to the posted position. The Board will fill the position with the applicant who is most qualified.

C. If the Board determines that two or more applicants are equally qualified, the applicant, if there should be one, with the longest continuous service in the Erie School District will be appointed.

**ARTICLE XII
FRINGE BENEFITS**

A. Health Insurance

1) Benefits. The District will make available, to all new employees on the first day of employment, health care benefits as provided in the existing “PPOBlue” plan, as modified below.

The existing “PPOBlue” plan shall be modified as follows:

Specialist Office Visit:	\$30 co-payment (effective July 1, 2017)
Physician Office Visits:	\$30 co-payment (effective July 1, 2017)
ER:	\$100 co-payment (effective July 1, 2017)
Telemedicine	\$5 co-payment (effective January 1, 2020)
In-Network Deductibles:	\$50 individual, \$100 family (effective January 1, 2020)
	\$150 individual, \$300 family (effective January 1, 2021)
Out-of-Network Deductibles:	\$100 individual, \$200 family (effective January 1, 2020)
	\$300 individual, \$600 family (effective January 1, 2021)
	Max \$2,000 individual, \$4,000 family
Retail Prescription Co-Payments:	\$8 generic,* \$20 brand
Mail Order Prescription Co-Payments:	\$16 generic, \$40 brand
*Mandatory soft to hard generic.	

2) Employee Contribution

a) All employees enrolled in health insurance coverage, regardless of category of coverage, will pay the following amounts each month through payroll deduction:

Effective July 1, 2019:	\$100
Effective July 1, 2020:	\$110

The district shall establish and maintain a Section 125 plan to enable tax free coverage of the premium share amounts.

b) An employee enrolling in any category of dependent coverage must pay, through payroll deduction, an amount equal to 80% of the cost of the dependent portion for the first year of enrollment for such coverage. Employees will receive credit for

dependent coverage payment made prior to the effective date of this contract. If the dependent coverage category of an employee changes at any time so as to normally result in a greater employee contribution, 80% of the difference between the old and new amount is to be deducted for the one-year period before such additional contribution amount is to be waived. Employees paying for dependent coverage under this section shall have their obligation spread over three years, during which the monthly premium sharing payments set for in (a) above will not be required. The total owed by an employee will be based on the cost difference in the first year.

c) The above paragraph will not apply for employees hired after 7/1/2016. They may add spousal/dependent coverage at any time with no cost.

3) It is understood that individual differences between individual applicants, beneficiaries, the processors of claims, and the insurer(s) are not subject to the grievance procedure of this contract if the health insurance carrier selected by the District at any time comes under the jurisdiction of the Pennsylvania Insurance Commission. In the event the health insurance carrier selected by the District at any time does not come under the jurisdiction of the Pennsylvania Insurance Commission, individual differences between individual applicants, beneficiaries, the processors of claims, and the insurer(s) are subject to the grievance procedure of this contract. The normal claims procedure of the insurer(s) shall be utilized prior to appeal to the Pennsylvania Insurance Commission or utilization of the grievance provision of this contract as provided above.

4) If at any time the health insurance that the Board provides is other than as outlined in the Blue Cross/Blue Shield PPO Blue Benefits as of 7-1-09 reflected in Appendix 11, then the Association at its option may demand the implementation of the following special grievance procedure: the arbitration panel will consist of three (3) members, all of whom will be selected through the American Arbitration Association. The selection process for the panel and the procedures that the panel will follow will be governed by AAA rules, unless those rules are specifically modified by this agreement. The arbitrators will be selected, hold hearing(s), receive briefs if requested, and render a decision within sixty (60) days.

5) The decision of the arbitration panel will be final and no appeal may be taken to any forum by either party. The question to be submitted to the arbitration panel shall be as follows: Is the insurance that the District is carrying equivalent to or greater than the benefits outlined in the Blue Cross/Blue Shield PPO Blue Benefits as of 7-1-09 reflected in Appendix 11.

6) If the decision is that the insurance is not equal to or greater than the benefits outlined in the Blue Cross/Blue Shield PPO Blue Benefits as of 7-1-09 reflected in Appendix 11, the Board shall immediately solicit bids for a replacement carrier to provide insurance equal to or greater than the benefits outlined in Appendix 11, stipulating receipt of said bid within thirty (30) days of the date that the arbitration decision issues. The Board shall select a carrier from bids received in timely manner and shall institute the coverage under the new carrier no later than sixty (60) days after the date the arbitration decision is

issued. However, the insurance carrier so selected must offer insurance equal to or greater than that of the current benefits outlined in the Blue Cross/Blue Shield PPO Blue Benefits as of 7-1-09 reflected in Appendix 11.

7) No member of the bargaining unit shall suffer monetary loss due to the Board selecting a health insurance carrier other than benefits outlined in the Blue Cross/Blue Shield PPO Blue Benefits as of 7-1-09 reflected in Appendix 11, except in cases where the bargaining unit member would have suffered the same or greater loss under the benefits outlined in the Blue Cross/Blue Shield PPO Blue Benefits as of 7-1-09 reflected in Appendix 11. The District shall assume responsibility for any loss suffered.

8) If the current health insurance carrier selected by the District at any time does not come under the jurisdiction of the Pennsylvania Insurance Commission, the revisions of Article XII, Section A, Paragraph 2, shall be waived by the parties.

9) The District may, at its discretion, offer cash incentives for employees to decline insurance coverage, provided that it shall not do so in a manner that jeopardizes the non-taxable status of insurance benefits provided to those who do not take advantage of such incentives.

B. Life Insurance and Accidental Death and Dismemberment. The Board shall provide without cost to teachers life insurance protection which shall pay to the employee's designated beneficiary upon death \$35,000 and Accidental Death and Dismemberment protection in the amount of \$35,000.

Death Benefit

The Board will provide a \$3,000 death benefit made payable to the employee's beneficiary or estate with the following restrictions:

- 1) ten (10) consecutive years in the Erie School District
- 2) must retire into the Public School Employees' Retirement System
- 3) payment of death benefits shall be based on the contractual amount in effect at the time of retirement.

C. Other Insurance Benefits

1) The Board will provide insurance coverage when a teacher, while on school premises or on school business, suffers a physical disability as a result of a student's or non-student's malicious assault. The total benefit under this coverage, including payments from Pennsylvania Workers' Compensation, Social Security, and Insurance, will be 70% of the teacher's salary at the time of the assault. Said coverage shall continue for the period of the disability or until the teacher voluntarily retires or reaches age 65, whichever is first in time.

2) Absence due to injury and disability as a result of an assault by students or non-students on school property or on school business shall not be charged against the teacher's sick leave days and the Board shall continue his salary and benefits for the duration of the absence, but not to exceed two (2) calendar years from the date of the injury, provided the teacher agrees in writing to return to the Board any Pennsylvania Workers' Compensation, Social Security, and other Insurance Benefit Payments or monies obtained (not to exceed payments made to the teacher by the School Board) relating to the assault.

Any benefit payment under a teacher's private insurance program need not be returned to the Board.

If the teacher fails to reimburse the Board as agreed, continuation of his salary and benefits shall cease.

D. Tax-Sheltered Annuities

Teachers may participate in a Tax-Sheltered Annuities Program. The Board shall administer the program at no expense to teachers. This program shall be provided by qualified companies as approved from time to time by the Association. The companies participating in the Tax-Sheltered Annuity Program shall number no more than nine (9).

E. Dental Plan

The Board shall provide a dental plan with full paid individual and family coverage.

The benefits shall be as follows:

<u>Dental Services</u>	<u>Dental Treatment Costs</u>	
	<u>Paid by Carrier</u>	<u>Paid by Patient</u>
Diagnostic	100%	0%
Preventive	100%	0%
Restorative	100%	0%
Oral Surgery	100%	0%
Endodontic	100%	0%
Periodontic	100%	0%
Prosthodontic	50%	50%
Orthodontic	50%	50%

Maximum - \$1,000 per person, per calendar year, with a separate orthodontic maximum of \$1,000 per case.

F. Vision Plan

The Board shall provide a vision care plan for the teacher, without cost to the teacher, including family coverage at no cost to the teacher, the benefits of which shall be as

provided in Manage Vision Care Option 1 as reflected in Appendix 13 of this Agreement.

- G. The Board shall allow those teachers on maternity leave or child rearing leave to reimburse the District for premiums for hospital, medical, surgical, and major-medical insurance benefits as set forth in Paragraph A of this Article while such teacher is on leave.

Premiums must be paid in advance in accordance with District payment schedule.

- H. Effective July 1, 2020, retirees shall contribute an amount equal to the current employee monthly contribution, in addition to the PSERS premium assistance, for District-provided health insurance.

- 1) Teachers who retire into the Public School Employees' Retirement System may continue their membership under hospital, medical, surgical, major-medical insurance and dental insurance programs as may exist now or hereafter up to age 65 or when they become eligible for Medicare, whichever occurs first, provided they pay to the District at a time specified by the District a lump sum necessary to cover the entire cost of the annual premium. Benefits available to future retirees shall be the same as are provided to active employees, as modified from time to time.

Notwithstanding anything above which creates an obligation on the part of the District to provide benefits at its expense, the District's obligation shall, for any of the negotiated benefits, be reduced by an amount equal to any subsidy for such benefits a retired employee is eligible to receive from the PSERS, whether payable directly to the employee or to any insurance provider. The intent of this section is to fully offset available PSERS subsidy payments against the District's portion of the monthly cost of benefits. It is also understood that retirees will pay the premium share that is required of active employees. It is understood that premium assistance is paid to the district only as long as the employee receives insurance from the District.

- 2) The Board shall provide paid hospital, medical, surgical and major medical insurance benefits for retirees at any age who qualify with twenty-five (25) years of service in the Pennsylvania Public School Retirement System and have at least ten (10) years with the Erie School District; or who are age 62 with at least ten (10) years of service in the Erie School District; coverage effective up to age 65 or when they become eligible for Medicare, whichever occurs first; coverage will remain the same as in effect at time of retirement and will only decrease if the retiree no longer has eligible dependent(s); dependent coverage may not be increased from what was in effect at time of retirement.

- 3) This provision shall not be subject to the Grievance Procedure by retired teachers.

- 4) Those employees hired after July 1, 2016 who retire will not be eligible for this

benefit but may continue with applicable District insurance by paying the current COBRA rates minus PSERS subsidy payment they are entitled to.

- I. The insurance benefits described in this Article shall be improved by the Board to be equal to any insurance benefits which may be agreed upon by the Board as a result of contract negotiations with any other School District bargaining unit during the term of this agreement. Such improved benefits, if any, will be applicable to this Contract on the same date as they become effective in the Board's contract with any other School District bargaining unit.
- J. Those employees who opt out of health insurance coverage with the District will have the right to receive \$960 per year, provided that this benefit shall only be available to employees who are not on the District's health insurance either through individual or spousal or family coverage through a spouse. Payments will be made in June of each year to those employees who have not had healthcare coverage for the entire fiscal year.

ARTICLE XIII GRIEVANCE PROCEDURE

A. Definitions:

- 1) A grievance is a claim by one or more teachers of a violation, a misapplication, or a misinterpretation of this contract, or rules, regulations and/or policies which pertain to teaching conditions, teacher hours, teachers' salaries and fringe benefits which are not superseded by this contract. The grievance will specify the part of the contract, or rules, regulations and/or policies which pertain to teaching conditions, teachers' hours, teachers' salaries, and fringe benefits.
- 2) The term teacher includes any individual or group of individuals within the bargaining unit.
- 3) The term days, when used in this Article, shall be school teaching days. During the summer recess, the term shall mean weekdays.

- B. The purpose of these grievance procedures is to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation, misapplication, or misinterpretation of the terms of this contract, rules, regulations, and/or policies which pertain to teaching conditions, teachers' hours, teachers' salaries, and fringe benefits. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- C. Nothing herein contained shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted if not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such an adjustment.

- D. There shall be established by the Association a Central Grievance Committee (CGC) which shall consist of no more than four (4) teachers selected by the Association. This committee shall represent the Association at the second, third and fourth levels of this procedure.
- E. The Board shall create a Board's Appeal Committee consisting of the Superintendent and/ or other administrative staff members. The Board's Appeal Committee will be used at the second level of these procedures.

F. Procedures:

- 1) The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representatives of each party. At Level Three and above, grievant's counsel may be present.
- 2) Hearing shall be held after normal school hours.
- 3) Persons proper to be at hearings from Level Two on are defined as the grievant, the Central Grievance Committee, Board's Appeal Committee, witnesses and a designated representative of the Board and the Association.

Level One

A teacher with a tentative grievance may initiate this procedure in one of the following ways:

- a) He may approach the immediate supervisor concerned and discuss the matter in his own behalf.
- b) He may request that a representative of the Association accompany him in approaching his immediate supervisor. In such case, the supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.
- c) In the event that steps "a" or "b" are unsuccessful, the teacher may file a formal grievance in writing on a form provided by the Human Resources Department. This form is shown in the Appendix 7 of this contract. This grievance shall be filed in quadruplicate with one copy for the Association, one copy for the grievant, one copy for the immediate supervisor, and one for the Human Resources Department. A formal grievance shall be filed as soon as possible, but in no event longer than ten (10) days after disclosure of the facts giving rise to the grievance. Within five (5) days of the filing of the formal grievance in writing a meeting shall take place between the immediate supervisor, the grievant, and the Association representative and an answer to the grievance shall be given to the grievant in writing within five (5) days after the meeting.

Level Two

If the grievance is not settled at Level One, the Association may, within five (5) days after said decision, notify the Director of Human Resources that it intends to appeal the grievance, stating the grounds for such an appeal. The Director of Human Resources shall, within five (5) days after receipt thereof, convene a Level Two meeting between the Central Grievance Committee and the Board's Appeal Committee. The Board's Appeal Committee shall give a written decision on the grievance within five (5) days thereafter and deliver it to the grievant and the Association.

Level Three

If the grievance is not settled at Level Two, it may, within five (5) days after receipt of the Level Two decision by the grievant and the Association, be appealed to the Board by filing a written notice with the Superintendent stating the grounds for appeal. A meeting with the Board shall occur within twenty (20) days following receipt of such notice, and the Superintendent shall promptly notify the grievant and the Association of the date, time, and place where such appeal will be heard. The Board's written decision shall be transmitted to the grievant and the Association within seven (7) days after the hearing.

Level Four

Within five (5) days of receipt of the decision at Level Three, the grievance may be submitted to arbitration.

- a) The parties will select an arbitrator according to the provisions of the "Public Employee Relations Act." The arbitrator shall render his decision in writing and both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- b) The Board and the Association agree that neither party shall be permitted in arbitration hearings to assert any ground or to rely on any evidence not disclosed to the other party prior to such hearings.

G. Miscellaneous Items Concerning the Grievance Procedure

- 1) If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her. No professional employee shall receive a disciplinary suspension or reprimand, or be discharged, without just cause.
- 2) No reprisals of any kind shall be taken by or against any participant in the Grievance Procedure by reason of participation in this procedure.

3) Subject to Act 195, and upon the filing of a formal grievance pursuant to paragraph (c) at Level One, the Association shall have the right to have a representative present at all subsequent grievance hearings to state the Association position with regard to the grievance.

4) In the event that a grievance is not processed to the next step in the Grievance Procedure within the time limits provided, it shall be considered closed and not further appealable. The time limits of any level of the Grievance Procedure may be extended by mutual agreement of the parties.

ARTICLE XIV MISCELLANEOUS PROVISIONS

- A. The agreements in this Contract shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms recorded herein. Any individual contract between the Board and an individual teacher shall be consistent with the terms and conditions of this agreement. If an individual contract made subsequent to this agreement contains any language inconsistent with this agreement, this agreement shall prevail.
- B. If any provisions of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days of the signing of the contract. The Association shall distribute copies of the agreement to teachers.
- D. All monitoring or observation of work performed of a teacher for evaluation purposes shall be conducted openly and with the full knowledge of the teacher.
- E. The Board and the Association agree that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement.
- F. The Board and the Association agree to take no action in violation of, or inconsistent with, any provisions of this Contract while the Contract is in effect.
- G. Both parties to this Contract agree that there will be no harassment of either party by the other for the duration of this Contract as a result of the processes or positions held during the negotiation of the Contract.
- H. Teachers shall be permitted to examine their official personnel file at reasonable times and with reasonable advance notice. Teachers shall not be allowed to see confidential letters of recommendation relative to their initial employment with the School District.

- I. In the best interest of the profession, it is recommended that the teachers wear appropriate attire compatible with the profession. District expects teachers to wear appropriate attire including but not limited to suits, sport jackets, pant suits, slacks, blouses, dresses, skirts, shirts. Ties are optional. Teachers should not wear jeans, T-shirts, sweatshirts, unless appropriate to the activity. Vocational teachers and physical education teachers are to wear attire appropriate for the learning/teaching environment and for matters related to safety.
- J. A deviation from the procedures set forth in the Professional Educator Evaluation Review System (PEERS) shall not be grounds for invalidating an otherwise valid unsatisfactory rating unless there is some prejudice to the employee as a result of the deviation.
- K. The District will establish a non-elective employer contributory 403B Plan with no cash option for retirees.
- L. The parties agree to establish a joint committee to study coaching and extra-curricular salary schedules in order to make recommendations for adjustments to be considered when the current contract expires. This does not preclude the parties from agreeing to add new positions during the life of the agreement.
- M. The District may offer special retirement incentives in addition to those provided by the contract.

**ARTICLE XV
DURATION OF THE CONTRACT**

This Contract shall be effective as of July 1, 2019 and shall remain in effect until June 30, 2021 at which time it will expire.

This Contract shall not be extended orally. Both parties agree to commence the negotiation of a successor Contract as provided in the State Law (Act 195).

Whenever any notice is required to be given by either of the parties to this agreement to the other party, pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter at the following addresses:

If by Association, to Board at: 148 West 21st Street
Erie, PA 16502

If by Board, to Association at: 1158 West 8th Street
Erie, PA 16502

ACCEPTED BY THE BOARD OF EDUCATION FOR
THE CITY OF ERIE SCHOOL DISTRICT

(Signing for the School Board)
SCHOOL BOARD PRESIDENT

ACCEPTED BY THE MAJORITY OF THE MEMBERS OF
THE ERIE EDUCATION ASSOCIATION

(Signing for the Association)
ASSOCIATION PRESIDENT

APPENDIX 1

AUTHORIZATION

To: School District of the City of Erie, Pennsylvania

Date _____

I hereby irrevocably assign to the Erie Education Association from any wages earned or to be earned by me in your employ (in my present employment by you), such sums as the Erie Education Association may certify as due and owing from me as membership dues for said Erie Education Association. I authorize and direct you to deduct such amounts from my pay and remit same to the Erie Education Association with said deductions being divided equally among my pay periods beginning with the second pay period in October and continuing through the school year. I also agree that upon termination of employment, the School District shall deduct any remaining amount due for that current school year.

This authorization is made pursuant to the provisions of the current Master Contract between the Board of Education of the City of Erie and the Erie Education Association, Article II (Fair Practices), Section C.

(Signature)

NAME _____

(Please Print)

SOC. SEC. NO. _____

LOCATION _____

(Home School)

AMOUNT _____

**APPENDIX 2
SALARY SCHEDULE
SCHOOL YEAR 2019-20**

2019-2020 Salary Schedule

To Top	Steps	B	B+6	B+12	B+18	B+24	B+30	M	M+6	M+12	M+18	M+24	M+30	M+36	M+42	M+48	M+54	M+60	Doc
17	1	42,341	42,656	43,121	43,586	44,051	44,514	46,407	46,883	47,358	47,834	48,798	49,276	49,755	50,234	50,714	51,191	51,670	52,150
16	2	42,451	42,766	43,231	43,696	44,161	44,624	46,517	46,993	47,468	47,944	48,908	49,386	49,865	50,344	50,824	51,301	51,780	52,260
15	3	42,561	42,876	43,341	43,806	44,271	44,734	46,627	47,103	47,578	48,054	49,018	49,496	49,975	50,454	50,934	51,411	51,890	52,370
14	4	42,671	42,986	43,451	43,916	44,381	44,844	46,737	47,213	47,688	48,164	49,128	49,606	50,085	50,564	51,044	51,521	52,000	52,480
13	5	42,781	43,096	43,561	44,026	44,491	44,954	46,847	47,323	47,798	48,274	49,238	49,716	50,195	50,674	51,154	51,631	52,110	52,590
12	6	42,931	43,396	43,861	44,326	44,791	45,254	47,147	47,623	48,098	48,574	49,538	50,016	50,495	50,974	51,454	51,931	52,410	52,890
11	7	43,289	43,753	44,217	44,682	45,147	45,612	47,514	47,989	48,464	48,940	49,908	50,387	50,866	51,344	51,824	52,302	52,781	53,260
10	8	44,941	45,406	45,871	46,336	46,799	47,264	49,211	49,687	50,162	50,638	51,625	52,104	52,583	53,062	53,541	54,019	54,498	54,978
9	9	46,833	47,298	47,763	48,228	48,691	49,156	51,153	51,629	52,104	52,580	53,589	54,069	54,547	55,026	55,505	55,984	56,463	56,941
8	10	48,815	49,280	49,745	50,208	50,673	51,138	53,187	53,663	54,138	54,615	55,646	56,126	56,605	57,083	57,563	58,041	58,519	58,999
7	11	50,890	51,355	51,820	52,283	52,748	53,213	55,317	55,793	56,268	56,744	57,801	58,280	58,759	59,237	59,717	60,196	60,674	61,153
6	12	53,066	53,531	53,995	54,460	54,924	55,389	57,550	58,026	58,501	58,977	60,060	60,540	61,018	61,496	61,976	62,455	62,932	63,412
5	13	55,343	55,808	56,273	56,738	57,203	57,667	59,889	60,364	60,840	61,316	62,425	62,905	63,383	63,861	64,341	64,819	65,298	65,778
4	14	57,729	58,194	58,659	59,124	59,589	60,053	62,338	62,814	63,289	63,765	64,902	65,382	65,859	66,338	66,818	67,296	67,775	68,254
3	15	60,230	60,695	61,160	61,623	62,088	62,553	64,904	65,380	65,855	66,331	67,498	67,977	68,455	68,934	69,414	69,892	70,371	70,850
2	16	62,848	63,312	63,777	64,242	64,707	65,172	67,592	68,068	68,543	69,019	70,215	70,695	71,174	71,651	72,131	72,610	73,089	73,568
1	17	62,848	63,312	63,777	64,242	64,707	65,172	69,167	69,643	70,119	70,595	71,798	72,278	72,756	73,234	73,714	74,193	74,672	75,150
Top	18	65,609	66,086	66,564	67,042	67,519	67,997	71,734	72,230	72,725	73,220	74,494	74,990	75,487	75,984	76,480	76,977	77,474	77,970

**APPENDIX 3
SALARY SCHEDULE
SCHOOL YEAR 2020-21**

2020-2021 Salary Schedule

To Top	Steps	B	B+6	B+12	B+18	B+24	B+30	M	M+6	M+12	M+18	M+24	M+30	M+36	M+42	M+48	M+54	M+60	Doc
16	1	42,851	43,166	43,631	44,096	44,561	45,024	46,917	47,393	47,868	48,344	49,308	49,786	50,265	50,744	51,224	51,701	52,180	52,660
15	2	42,961	43,276	43,741	44,206	44,671	45,134	47,027	47,503	47,978	48,454	49,418	49,896	50,375	50,854	51,334	51,811	52,290	52,770
14	3	43,071	43,386	43,851	44,316	44,781	45,244	47,137	47,613	48,088	48,564	49,528	50,006	50,485	50,964	51,444	51,921	52,400	52,880
13	4	43,181	43,496	43,961	44,426	44,891	45,354	47,247	47,723	48,198	48,674	49,638	50,116	50,595	51,074	51,554	52,031	52,510	52,990
12	5	43,331	43,796	44,261	44,726	45,191	45,654	47,547	48,023	48,498	48,974	49,938	50,416	50,895	51,374	51,854	52,331	52,810	53,290
11	6	43,689	44,153	44,617	45,082	45,547	46,012	47,914	48,389	48,864	49,340	50,308	50,787	51,266	51,744	52,224	52,702	53,181	53,660
10	7	45,341	45,806	46,271	46,736	47,199	47,664	49,611	50,087	50,562	51,038	52,025	52,504	52,983	53,462	53,941	54,419	54,898	55,378
9	8	47,233	47,698	48,163	48,628	49,091	49,556	51,553	52,029	52,504	52,980	53,989	54,469	54,947	55,426	55,905	56,384	56,863	57,341
8	9	49,215	49,680	50,145	50,608	51,073	51,538	53,587	54,063	54,538	55,015	56,046	56,526	57,005	57,483	57,963	58,441	58,919	59,399
7	10	51,290	51,755	52,220	52,683	53,148	53,613	55,717	56,193	56,668	57,144	58,201	58,680	59,159	59,637	60,117	60,596	61,074	61,553
6	11	53,466	53,931	54,395	54,860	55,324	55,789	57,950	58,426	58,901	59,377	60,460	60,940	61,418	61,896	62,376	62,855	63,332	63,812
5	12	55,743	56,208	56,673	57,138	57,603	58,067	60,289	60,764	61,240	61,716	62,825	63,305	63,783	64,261	64,741	65,219	65,698	66,178
4	13	58,129	58,594	59,059	59,524	59,989	60,453	62,738	63,214	63,689	64,165	65,302	65,782	66,259	66,738	67,218	67,696	68,175	68,654
3	14	60,630	61,095	61,560	62,023	62,488	62,953	65,304	65,780	66,255	66,731	67,898	68,377	68,855	69,334	69,814	70,292	70,771	71,250
2	15	63,248	63,712	64,177	64,642	65,107	65,572	67,992	68,468	68,943	69,419	70,615	71,095	71,574	72,051	72,531	73,010	73,489	73,968
1	16	63,248	63,712	64,177	64,642	65,107	65,572	69,567	70,043	70,519	70,995	72,198	72,678	73,156	73,634	74,114	74,593	75,072	75,550
Top	17	66,009	66,486	66,964	67,442	67,919	68,397	72,134	72,630	73,125	73,620	74,894	75,390	75,887	76,384	76,880	77,377	77,874	78,370

APPENDIX 4
RECORD OF GRADUATE CREDITS EARNED

THE SCHOOL DISTRICT OF THE CITY OF ERIE PA

RECORD OF GRADUATE CREDITS EARNED

All teachers earning graduate credits or vocational credits for salary reclassification (either towards the master Degree or Post-Master Pay Group) must submit this form to the Human Resources Department within the first five (5) school days of each school semester.

.....

Name of Teacher _____ Date _____

Teaching at (school) _____

College or University Where Credits Were Earned _____

Requesting Reclassification from _____ to _____ (Ex. 200 to 204, 206 to 212, etc.)
 (Ex. 300 to 304, 306 to 312, etc.)

COURSES TAKEN FOR RECLASSIFICATION:

<u>Course Title</u>	<u>Credits Earned</u>	<u>Date of Completion</u>

If the work for any degree was completed and degree was awarded, give the following information:

Degree _____ Date Awarded _____

Subject Area _____

PLEASE NOTE

Official transcripts verifying the above must be submitted to the Human Resources Department within 120 calendar days from the first day of the semester in which the request is made.

Revised

APPENDIX 5-1
COACHING SALARY SCHEDULE - SENIOR HIGH
2019-2020/ 2020-2021

Erie EA Coaching Salaries

2019-2021

		0	1	2	3	4
Football	Head Coach	5264	6142	7019	7897	8774
Varsity	Assistant	3439	4013	4586	5159	5732
JV	Head Coach	2808	3276	3744	4211	4679
JV	Assistant	2547	3276	3744	4211	4679
Freshman	Head Coach	2457	2866	3276	3685	4095
Basketball	Head Coach	5264	6142	7019	7897	8774
Varsity	Assistant	3439	4013	4586	5159	5732
JV	Head Coach	2808	3276	3744	4211	4679
JV	Assistant	2547	3276	3744	4211	4679
Freshman	Head Coach	2457	2866	3276	3685	4095
Soccer	Head Coach	3159	3685	4211	4738	5264
Varsity	Assistant	2036	2375	2714	3053	3393
JV	Head Coach	1685	1965	2246	2527	2807
Volleyball	Head Coach	2808	3276	3744	4211	4679
Varsity	Assistant	1811	2113	2415	2716	3018
JV	Head Coach	1498	1747	1997	2246	2495
Track	Head Coach	3439	4013	4586	5159	5732
	Assistant	2106	2457	2808	3159	3510
Baseball	Head Coach	3439	4013	4586	5159	5732
	Assistant	2106	2457	2808	3159	3510
Wrestling	Head Coach	4211	4913	5615	6317	7019
	Assistant	2808	3276	3744	4211	4679
Cheerleading	Head Coach	1474	1720	1965	2211	2457
	Assistant	951	1109	1267	1426	1585

APPENDIX 5-2
COACHING SALARY SCHEDULE - SENIOR HIGH

2019-2020/ 2020-2021

		0	1	2	3	4
BADMINTON		1,110	1,318	1,523	1,727	1,924
ARCHERY		1,110	1,318	1,523	1,727	1,924
SOFTBALL	Head Coach	3,439	4,013	4,586	5,159	5,732
	Asst. Coach	2,106	2,457	2,808	3,159	3,510
GYMNASTICS	Head Coach	2,131	2,580	3,035	3,471	3,947
	Asst. Coach	1,318	1,568	1,818	2,073	2,334
VOLLEYBALL		2,808	3,276	3,744	4,211	4,679
<u>MIDDLE SCHOOLS</u>						
SOCCER	Head Coach	1,404	1,638	1,872	2,106	2,340
SWIMMING	Head Coach	1,193	1,638	1,872	2,106	2,340
BASKETBALL		1,755	2,047	2,340	2,632	2,925
VOLLEYBALL		1,404	1,638	1,872	2,106	2,340
WRESTLING		1,755	2,047	2,340	2,632	2,925
CROSS COUNTRY		1,404	1,638	1,872	2,106	2,340
FACULTY MANAGER		1,755	2,047	2,340	2,632	2,925
FOOTBALL	Head Coach	1,755	2,047	2,340	2,632	2,925
	Asst. Coach	1,404	1,638	1,872	2,106	2,340

**APPENDIX 6
EXTRA CURRICULAR SALARY SCHEDULE**

2019-2020 / 2020-2021

	1	2	3
STUDENT COUNCIL - MIDDLE SCHOOL & SENIOR HIGH	439	460	482
NEWSPAPER - SENIOR HIGH	1,073	1,128	1,180
NEWSPAPER - MIDDLE SCHOOL	538	560	588
YEARBOOK - SENIOR HIGH	917	961	1,006
UNITED NATIONS - SENIOR HIGH	439	460	482
SENIOR AND / OR JUNIOR CLASS ADVISOR - SENIOR HIGH	460	482	502
NATIONAL HONOR SOCIETY - SENIOR HIGH	439	460	482
CLUB ADVISOR MIDDLE SCHOOL (SPEECH, SPANISH, JUNIOR RED CROSS, ETC)	254	266	279
CLUB ADVISOR - SENIOR HIGH	254	266	279
BOWLING SPONSOR - SENIOR HIGH	460	482	502
CHOIR DIRECTOR - SENIOR HIGH	439	460	482
SAFETY PATROL – ELEMENTARY	209	217	225
JUNIOR RED CROSS – ELEMENTARY	146	152	159
MIDDLE SCHOOL TREASURER	461	613	663

APPENDIX 7

The School District of the City of Erie, Pa.

LEVEL ONE: GRIEVANT

- 1. Complete Grievance Report Form:
 - Original to Immediate Supervisor
 - Copy to Personnel Department
 - Copy to Association
- 2. Supervisor Responds on Original:
 - Original to Association
 - Copy to Personnel Department
 - Copy to Grievant

LEVEL TWO:

- 1. Association Completes Level Two Appeal on Original:
 - Original to Personnel Department
 - Copy to Grievant
- 2. Board's Appeal Committee Responds on Original:
 - Original to Association
 - Copy to Grievant

LEVEL THREE:

- 1. Association States Grounds for Appeal on Original:
 - Original to Superintendent
 - Copy to Grievant
 - Copy to Personnel Department
- 2. Board Responds on Original:
 - Original to Association
 - Copy to Grievant
 - Copy to Personnel Department

GRIEVANCE REPORT

Employee Name _____	Personnel Department Use Only
Building _____	
Supervisor's Name _____	
Date of Incident _____	Date Received _____
Contract Provision _____	Grievance # _____

STATEMENT OF INCIDENT AND ALLEGED VIOLATION

REMEDY:

(Attach Separate Sheet if Necessary)

Employee's Signature: _____ Date: _____

TO BE COMPLETED BY SUPERVISOR FOLLOWING LEVEL ONE MEETING

Date of Level One Meeting _____

Supervisor's Answer _____

(Attach Separate Sheet if Necessary)

Supervisor's Signature: _____ Date: _____

LEVEL TWO -- APPEAL

Employee's Name _____

GROUNDS FOR APPEAL _____

(Attach Separate Sheet if Necessary)

Signature of Association Representative _____ Date _____

Date of Meeting Convened by Director of Personnel _____

LEVEL TWO -- BOARD'S APPEAL COMMITTEE ANSWER

Signature -- Director of Personnel for Board Appeal Committee _____ Date _____

LEVEL THREE -- GROUNDS FOR APPEAL

Employee's Name _____ Grievance # _____

Signature of Association Representative _____ Date _____

LEVEL THREE -- BOARD'S ANSWER

Signature -- President of Board of Education _____ Date _____

EEA

APPENDIX 8

N.B. #27.0 March 12, 1992 Board Meeting

**MEMORANDUM OF AGREEMENT
CONCERNING THE INTERPRETATION OF ARTICLE IV-G
OF THE BARGAINING AGREEMENT**

ERIE SCHOOL DISTRICT - EEA

APRIL 1991

It is now agreed by and between the School District of the City of Erie, hereinafter referred to as "School District," and the Erie Education Association, hereinafter referred to as EEA, as set forth below:

The purpose of this Memorandum of Agreement is to clarify the existing language concerning the theft and vandalism of personal property as set forth in Article IV-G of the bargaining agreement. This agreement does not alter or change the existing provisions of this article in any respect. The parties agree as follows:

- 1) There will be no coverage for personal motor vehicles under the provisions of Article IV-G which are used for commuting purposes to and from work. There will be no coverage for motor vehicles for theft or vandalism which occurs while the employee is receiving a mileage rate. The only instance where vandalism to a motor vehicle will be covered is if the employee has the specific permission or direction of the employee's immediate supervisor to use their vehicle for School District purposes and the employee is not reimbursed for mileage. The maximum amount of vandalism coverage will be the amount of the deductible under the insurance policy which covers the vehicle but the School District can never be obligated to pay more than two hundred fifty dollars (\$250.00) for any single act of vandalism notwithstanding the existence of insurance coverage or the amount of the deductible. For example, if the vandalism does damage in the amount of three hundred dollars (\$300.00) and the insurance deductible is one hundred dollars (\$100.00), the School District's liability is one hundred dollars (\$100.00). If there is no insurance at all, the maximum liability is two hundred fifty dollars (\$250.00).

It is specifically agreed that the "no commuting coverage" exclusion set forth above will not apply to the two (2) nights per year when bargaining unit members are expected and required to go to school for parent-teacher conferences or the open house. Vandalism damage within the existing parameters will be available for these two (2) nights as a special exception.

- 2) While personal property is the responsibility of the individual, there will be no coverage for theft or vandalism to wearing apparel, so long as common sense is utilized and so long as the loss or vandalism is unavoidable notwithstanding the exercise of common sense. Extravagant articles of apparel will not be covered. Jewelry must always be kept on the person except in unusual circumstances where it should be kept in a safe place.
- 3) Employees should always keep their wallets on their person or in a secure place at all times. Employees should never leave their purses or wallets in view in any place where they would be susceptible to theft. Common sense should always be exercised. In the event that a wallet or purse is stolen notwithstanding the exercise of common sense, lost credit cards will not be covered and the maximum cash that will be covered will be fifty dollars (\$50.00).
- 4) Personal property used by the employee in the performance of his or her duties will be covered only when said personal property is registered with the employee's supervisor and common sense precautions are taken to safeguard said personal property. For instance, if a camera or a VCR is taken to school by an employee for educational purposes, the equipment must be safeguarded at all times, including locking it in a secure area, if available. To register property, the attached form must be completed by the employee and executed by employee's supervisor.
- 5) The term "verified by the Principal" does not mean that the Principal should have been present when the theft or vandalism occurred. If employee is reimbursed under any policy of insurance, the School District shall only be responsible for the deductible.
- 6) The \$21.20 loss for grievance #89-5 will be deemed a cost of the arbitration and be borne equally by the parties.

ERIE SCHOOL DISTRICT

By _____

ERIE EDUCATION ASSOCIATION

By _____

Dated: _____

APPENDIX 9

PERSONAL PROPERTY REGISTRATION FORM

Dated: _____

{ PERSONAL PROPERTY REGISTRATION

_____ has the following personal (Employee) property in the school for educational purposes. The property shall be in the building for _____ days. The property has an approximate value of \$ _____.

Employee

Supervisor

APPENDIX 10

**MEMORANDUM OF AGREEMENT
CONCERNING THE INTERPRETATION
OF ARTICLE IV-B
OF THE BARGAINING AGREEMENT**

SCHOOL DISTRICT OF THE CITY OF ERIE - ERIE EDUCATION ASSOC.

It is now agreed by and between the School District of the City of Erie, hereinafter referred to as "School District," and the Erie Education Association, hereinafter referred to as "EEA", as set forth below:

The purpose of this Memorandum of Agreement is to clarify the existing language concerning pre-approval and types of credits approved beyond a Masters Pay Group up to the maximum of sixty (60) credits as set forth in Article IV-B of the bargaining agreement. This agreement does not alter or change the existing provisions of this article in any respect. The parties agree as follows:

Reimbursement according to Article IV-B for credits earned beyond a Masters Pay Group up to a maximum of sixty (60) credits shall, with pre-approval, be granted for any and all courses that enhance a bargaining unit members' academic, professional and personal growth.

It is specifically agreed that such courses must have relevance to a bargaining unit members' current assignment or certification(s) and such courses that shall lead to other areas of certification. The definition of area of bargaining unit members' assignment or certification shall be any component of the education professional as it relates to the current job title or description of the educator or to any area of certification listed on the educators' Pennsylvania certification or to any type of certificate or endorsement held by the educator.

Such courses shall be collegiate study (undergraduate/graduate) or professional education courses approved by the Pennsylvania Department of Education that are approved for in-service credit. In no way is this paragraph intended to exclude the types of courses approved for reimbursement prior to the 1997-98 school year.

Bargaining unit members denied pre-approval for any course that does not meet the above-referenced criteria shall be given the opportunity to present to the committee set forth in Article IV Section B reasons as to why their course has merit and should therefore be approved.

The committee in making their decision shall not do so in an arbitrary or capricious manner.

This Memorandum of Agreement shall be made effective retroactive to July 1, 1997.

Employees may petition for approval of courses that were taken after July 1, 1997 that were denied or held. All courses taken that comply with this memorandum shall be approved and compensated as set forth in Article IV Section B.

Erie School District

By _____

Erie Education Association

By _____

Dated: _____

Summary of PPOBlue benefits

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

City of Erie School District

Groups 012752-02

Benefit	In Network	Out of Network
General Provisions		
Effective Date	January 1, 2020	
Benefit Period(1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$50	\$100
Family	\$100	\$200
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	None	\$2,000
Family	None	\$4,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$7,900	Not Applicable
Family	\$15,800	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$30 copay	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$30 copay	80% after deductible
Specialist Office Visits & Virtual Visits	100% after \$30 copay	80% after deductible
Virtual Visit Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$30 copay	80% after deductible
Telemedicine Services(3)	100% after \$5 copayment	not covered
Preventive Care (4)		
Routine Adult		
Physical Exams	100% (deductible does not apply)	not covered
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Annual Routine	100% (deductible does not apply)	80% after deductible
Mammograms, Medically Necessary	100% (deductible does not apply)	80% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Routine Pediatric		
Physical Exams	100% (deductible does not apply)	not covered
Pediatric Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Emergency Services		
Emergency Room Services	100% after \$100 copay (waived if admitted)	
Ambulance - Emergency and Non-Emergency	100% after In-network deductible	100% after In-network deductible
Hospital and Medical / Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	100% after deductible	80% after deductible
Therapy and Rehabilitation Services		
Physical Medicine	100% after deductible	80% after deductible
Respiratory Therapy	100% after deductible	80% after deductible
Speech Therapy	100% after deductible	80% after deductible
Occupational Therapy	100% after deductible	80% after deductible
Spinal Manipulations	100% after deductible	80% after deductible
	limit: 25 visits/benefit period	

Benefit	In Network	Out of Network
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
Mental Health / Substance Abuse		
Inpatient Mental Health Services	100% after deductible	80% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100%(deductible does not apply)	80% after deductible
Outpatient Substance Abuse Services	100%(deductible does not apply)	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Assisted Fertilization Procedures	not covered	not covered
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
	limit: 150 visits/benefit period	
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (5)	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	100% after deductible
	limit: \$30,000 dollars/benefit period	
Skilled Nursing Facility Care	100% after deductible	80% after deductible Limit: 100 days/benefit period
Transplant Services	100% after deductible	80% after deductible
Precertification Requirements (6)	Yes	Yes
Prescription Drugs		
Prescription Drug Deductible Individual Family	none none	
Prescription Drug Program (7) Hard Mandatory Generic Defined by the National Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered. Your plan uses the Comprehensive Formulary with an Open Benefit Design	Retail Drugs (30-day Supply) \$8 generic copay \$20 brand copay Maintenance Drugs through Mail Order (90-day Supply) \$16 generic copay \$40 brand copay	

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

- (1) Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.
- (2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.
- (3) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health benefit
- (4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).
- (5) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (6) Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- (7) The Highmark formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. The formulary was developed by Highmark Pharmacy Services and approved by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. All plan formularies include products in every major therapeutic category. Plan formularies vary by the number of different drugs they cover and in the cost-sharing requirements. This formulary covers all FDA-approved generic and brand-name drugs. Under the hard mandatory generic provision, when you purchase a brand drug that has a generic equivalent, you will be responsible for the brand drug copayment plus the difference in cost between the brand and generic drugs. Your plan requires that you use a specific specialty pharmacy for hemophilia medications. Please contact member services for more details.

Discrimination is Against the Law

The claims administrator complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. The claims administrator does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

The claims administrator:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact the Civil Rights Coordinator.

If you believe that the claims administrator has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity, you can file a grievance with: Civil Rights Coordinator, P.O. Box 22492, Pittsburgh, PA 15222, Phone: 1-866-286-8295, TTY: 711, Fax: 412-544-2475, email: CivilRightsCoordinator@highmarkhealth.org. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Please note that your employer – and not the claims administrator - is entirely responsible for determining member eligibility and for the design of your plan/program; including, any exclusion or limitation described in the benefit Booklet.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call the number on the back of your ID card (TTY: 711).

ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están disponibles para usted. Llame al número en la parte posterior de su tarjeta de identificación (TTY: 711).

请注意：如果您说中文，可向您提供免费语言协助服务。请拨打您的身份证背面的号码（TTY：711）。

CHỦ Ý: Nếu quý vị nói tiếng Việt, chúng tôi cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho quý vị. Xin gọi số điện thoại ở mặt sau thẻ ID của quý vị (TTY: 711).

ВНИМАНИЕ: Если вы говорите по-русски, вы можете воспользоваться бесплатными услугами языковой поддержки. Позвоните по номеру, указанному на обороте вашей идентификационной карты (номер для текст-телефонных устройств (TTY: 711).

Geb Acht: Wann du Deutsch schwetzsch, kannst du en Dolmetscher griege, un iss die Hilf Koschdfrei. Kannscht du die Nummer an deinre ID Kard dahinner uffrufe (TTY: 711).

알림: 한국어를 사용하시는 분들을 위해 무료 통역이 제공됩니다. ID 카드 뒷면에 있는 번호로 전화하십시오 (TTY: 711).

ATTENZIONE: se parla italiano, per lei sono disponibili servizi di assistenza linguistica a titolo gratuito. Contatti il numero riportato sul retro della sua carta d'identità (TTY: 711).

تنبيه: إذا كنت تتحدث اللغة العربية، فهناك خدمات المعاونة في اللغة المجانية متاحة لك. اتصل بالرقم الموجود خلف بطاقة هويتك (جهاز الاتصال لذوي صعوبات السمع والنطق: 711).

ATTENTION: Si vous parlez français, les services d'assistance linguistique, gratuitement, sont à votre disposition. Appelez le numéro au dos de votre carte d'identité (TTY: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, steht Ihnen unsere fremdsprachliche Unterstützung kostenlos zur Verfügung. Rufen Sie dazu die auf der Rückseite Ihres Versicherungsausweises (TTY: 711) aufgeführte Nummer an.

ધ્યાન આપશો: જો તમે ગુજરાતી ભાષા બોલતા હો, તો ભાષા સહાયતા સેવાઓ, મફતમાં તમને ઉપલબ્ધ છે. તમારા ઓળખપત્રના પાછળના ભાગે આવેલા નંબર પર ફોન કરો (TTY: 711).

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń pod numer podany na odwrocie karty ubezpieczenia zdrowotnego (TTY: 711).

Kominike : Si se Kreyòl Ayisyen ou pale, gen sèvis entèprèt, gratis-ticheri, ki la pou ede w. Rele nan nimewo ki nan do kat idantite w la (TTY: 711).

ប្រាកដថា ៖ បើលោកអ្នកនិយាយ ភាសាខ្មែរ ហើយត្រូវការសេវាកម្មជំនួយផ្នែកភាសា ដែលអាចផ្តល់ជូនលោកអ្នកដោយឥតគិតថ្លៃ ។ សូមទូរស័ព្ទទៅលេខដែលមាននៅលើខ្នង កាតសម្គាល់របស់លោកអ្នក (TTY: 711) ។

ATENÇÃO: Se a sua língua é o português, temos atendimento gratuito para você no seu idioma. Ligue para o número no verso da sua identidade (TTY: 711).

ATENSYON: Kung nagsasalita ka ng Tagalog, may makukuha kang mga libreng serbisyong tulong sa wika. Tawagan ang numero sa likod ng iyong ID card (TTY: 711).

注：日本語が母国語の方は言語アシスタンス・サービスを無料でご利用いただけます。ID カードの裏に明記されている番号に電話をおかけください (TTY: 711)。

توجه: اگر شما به زبان فارسی صحبت می کنید، خدمات کمک زبان، به صورت رایگان، در دسترس شماست. با شماره واقع در پشت کارت شناسایی خود (TTY: 711) تماس بگیرید.

BAA ÁKONÍNÍZIN: Diné k'ehgo yánilti'go, language assistance services, éí t'áá níik'eh, bee níká a'doowoł, éí bee ná'ahóót'i'. ID bee nééhózingo nanitinígíí bine'déé' (TTY: 711) jí' hodíilnih.

ध्यान दें: यदि आप हन्दी बोलते हैं, तो आपके लरि नःशुल्क भाषा सहायता सेवा उपलब्ध है। आपके सदस्य पहचान (ID) कार्ड के पीछे दऱि गए नंबर पर फोन करें। (TTY: 711).

توجه فرمائیں: اگر آپ اردو بولتے ہیں، زبان معاونت سروس، مفت میں آپ کے لیے دستیاب ہے۔ اپنے شناختی کارڈ کی پشت پر درج شدہ نمبر پر کال کریں (TTY: 711)۔

గమనిక: మీరు తెలుగు మాట్లాడతే, లాగ్ వేక్ అసనఁతనన్ సర్వీసెన్, ఛార్జీ లేకుండా, మీకు అందుబాటులో ఉన్సాయ్. మీ మెంబర్ ఐడెంటిఫికేషన్ కార్డు (ఐఁడి) వెనుక ఉన్స నంబరుకు కాలి చేయండి (TTY: 711).

โปรดทราบ: หากคุณพูด ไทย, มีบริการช่วยเหลือด้านภาษาให้ถูก โดยไม่มีค่าใช้จ่าย โทรไปถ้ง หมายเลขที่อยู่ด้านหลังบัตรประจำตัวประชาชนของคุณ (TTY: 711)

ध्यान दनुहोस्: यदऱि तपाईं नेपाली भाषा बोलनुहुन्छ भने, तपाईंका लागि भाषा सहायता सेवाहरू नःशुल्क उपलब्ध हुन्छन्। तपाईंको आइडी कार्डको पछाडि भागमा रहेको नम्बर (TTY: 711) मा फोन गर्नुहोस्।

Aandacht: Indien u Nederlands spreekt, is de taaladviesdienst gratis beschikbaar voor u. Bel het nummer op de achterkant van uw identificatie (ID) kaart (TTY: 711).

APPENDIX 12

The District and the Association agree to develop and jointly issue a letter to all current retirees enrolled in the District's health insurance program with the objective of encouraging retirees to (1) enroll in the District's PPO program and (2) secure available premium assistance from the PSERS. Any retiree electing to enroll in the PPO shall be required, as a condition of enrollment, to contribute an amount equal to available PSERS premium assistance. The parties shall also cooperate in other reasonable measures intended to achieve the objective set forth above.

FOR THE ERIE EDUCATION
ASSOCIATION:

FOR THE SCHOOL DISTRICT OF THE
CITY OF ERIE:

_____, 2009

_____, 2009

APPENDIX 13

ERIE SCHOOL DISTRICT

Number of Employees: 1,559

MANAGED VISION CARE OPTION I
\$35.00 COPAYMENT PROGRAM

FREQUENCY OF SERVICE:

STUDENT AGE: 25

	<u>Employee</u>	<u>Spouse</u>	<u>Children (to age 19)</u>
Vision Exam	24 Months	24 Months	12 Months
Lenses	24 Months	24 Months	12 Months
Frames	24 Months	24 Months	24 Months

BENEFITS:

EMPLOYEE CAN SELECT EITHER:

	<u>VBA Participating Doctor</u> O	<u>Non-Participating Doctor</u> R
	<u>(15,000 Nationwide)</u> Amount Covered (Less Copayment*)	Amount Reimbursed (Zero Copayment)
Vision Exam	100%	\$ 40.00
Clear Standard Lenses (Pair):		
Single Vision	100%	\$ 18.00
Bifocal	100%	24.00
Blended "No-Line" Bifocals	100%	24.00
Trifocal	100%	30.00
Progressives*****	Controlled Cost	30.00
Lenticular	100%	60.00
1 Yr Scratch Protection	100%	N/A
Polycarbonate Lens Material****	100%	N/A
Frame	100%***	\$ 18.00
- OR -		
Contacts (Includes the vision exam allowance):		
Selected In Lieu of Glasses	\$165.00	\$ 65.00
Medically Required	UCR**	150.00

Laser Vision Correction: Discount off of prevailing fees at **TLC Laser Eye Centers.**

Hearing Aid Discount: Available through **VBA's TruHearing Program** (see enclosed flier for details).

- * A \$10 copayment is applied to the vision exam and a \$25 copayment is applied to the total cost of the lenses and/or frames ordered from a VBA Member Doctor only. However, copayments do not apply to contacts.
- ** Usual, Customary and Reasonable as determined by VBA.
- *** Within the program's \$50 wholesale allowance (approximately \$100 to \$135 retail).
- **** Available In-Network at no charge for children under age 19.
- ***** Progressive Lenses typically retail from \$100 to \$300, depending on lens options. VBA's controlled costs generally range from \$45 to \$130.

COST PER EMPLOYEE PER MONTH: Rates are guaranteed for the full 2 years of the contract and are assumed to be 100% paid by the School District.

\$35.00 Copay Program

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