

COATESVILLE

AREA SCHOOL DISTRICT

BOARD MEETING AGENDA, MINUTES & ENCLOSURES



27 MAY 2014

Board Directors

J. Neil Campbell, President
James L. Fox, Vice President
Diane M. Brownfield
Stuart C. Deets
James Hills
Laurie C. Knecht
Kimberly M. Mammel
Richard M. Ritter
Deborah L. Thompson

Administration

Dr. Leonard Fitts, Superintendent
Ronald Kabonick, Board Secretary
Karen Jackson, Recording Secretary

Solicitor

James E. Ellison, Esquire

**COATESVILLE AREA SCHOOL DISTRICT
SCHOOL BOARD MEETING AGENDA
MAY 27, 2014 - 7:00 PM
9/10 CENTER AUDITORIUM**

OPENING ACTIVITIES

1. CALL TO ORDER

2. READING OF MISSION STATEMENT

THE MISSION OF THE COATESVILLE AREA SCHOOL DISTRICT, A LEARNING COMMUNITY RICH IN DIVERSITY AND COMMITTED TO EXCELLENCE, IS TO EDUCATE ALL STUDENTS BY PROVIDING RIGOROUS EDUCATIONAL OPPORTUNITIES TO BECOME RESPONSIBLE, PRODUCTIVE, LIFE-LONG LEARNERS IN A GLOBAL SOCIETY.

3. ADVISEMENT

By notice of the President, Board Members are advised that all votes shall be regarded as roll call votes. The minutes should also note that public notice was given for this meeting in accordance with Act 93 of 1998, Section 1. School Board meetings shall proceed in accordance with School Board policy.

4. ROLL CALL

Board of School Directors

J. Neil Campbell, President

James L. Fox, Vice President

Diane M. Brownfield

Stuart C. Deets

James Hills

Laurie C. Knecht

Kimberly M. Mammel

Richard M. Ritter

Deborah L. Thompson

(Finance & Operations Committees)

(Community & Student Relations Committee)

(Education & Community & Student Relations Committees)

(Finance & Operations Committees)

(Education Committee)

(Operations Committee)

(Education Committee)

(Finance Committee)

(Education & Community & Student Relations Committees)

Student Representatives

Paul Draper, Senior Class Representative

Katie Stefanski, Junior Class Representative

Solicitor

James E. Ellison, Esquire

Administration

Dr. Leonard D. Fitts, Interim Superintendent of Schools

Abdallah Hawa, Director of Technology

Ronald G. Kabonick, Director of Business Administration | School Board Secretary

Dave Krakower, Director of High School & Curriculum Instruction | Special Education (6-12)

Jason Palaia, Director of Elementary Education (3-5) | Special Education (K-5)

Dr. Teresa Powell, Director of Middle School Education & Curriculum Instruction

John Reid, Director of Pupil Services/Data & Assessment

Dr. Angelo Romaniello, Jr., Assistant Superintendent

Erika Zeigler, Director of Human Resources

5. MOMENT OF SILENCE AND SALUTE TO THE FLAG

BOARD PRESIDENT'S REPORT

- Presentation by the Scott Middle School Students ~ Dr. Denise Ray, Principal
- The Coatesville Area School District has been chosen to receive the Friend of Girl Scouts of Eastern Pennsylvania Award. The recognition dinner was held on May 21, 2014. Board member Jim Fox & his wife attended and accepted the award on behalf of the District.

ADDITIONS, DELETIONS OR MODIFICATIONS TO THE AGENDA

APPROVAL OF THE MINUTES

RECOMMENDED MOTION: That the Board of School Directors approves the minutes for the April 22, 2014 School Board meeting subject to any addition, deletions, modifications or clarifications. (*Enclosure #1*)

Motion: _____ Second: _____ Vote:

PUBLIC COMMENT ON AGENDA ITEMS

The Board has requested all persons making comments on **agenda items** to list their name, address, telephone number and motion item(s) on the sheet provided. There is a three (3) minute limit per person. The Board does not take action or discuss items not appearing on the agenda. The Board values public comments and wishes to convey that although Board members cannot discuss items that are not on the agenda, they listen carefully and appreciate and value input from the public.

EXECUTIVE SESSION

An executive session will be held on Tuesday, May 27, 2014 at 5:30 p.m. for legal and personnel reasons.

Executive sessions were also held for legal and personnel reasons on the following dates:

- Monday, April 28, 2014: 6:30-9:30 pm
- Sunday, May 4, 2014: 7:30-10:30 pm
- Monday, May 5, 2014: 7:00-9:15 pm
- Thursday, May 8, 2014: 7:00-10:30 pm
- Monday, May 19, 2014: 5:00-6:30 pm

SUPERINTENDENT'S REPORT

- Ms. Lisa Doan-Harley, 8th grade Social Studies Teacher at South Brandywine Middle School, recently received her Doctorate. Her dissertation title is: "The Impact of Experiential Learning Gained through a Middle School Social Studies Field Trip". Please join us in congratulating Dr. Lisa Doan-Harley.

- Danielle Cleveland is being honored for receiving the Keystone Federal Credit Union Shining Star Award. The award was created to honor students who have put forth extraordinary effort to make themselves better students. Danielle continues to enrich her academic life while striving to become a well-rounded student.
- Paul Draper is being honored for his work as the 2012-13 and 2013-14 Student Representative for the Coatesville Area School Board of Directors. Paul’s passion for learning and his business-like approach to education have manifested for him a list of academic credentials that is as extraordinary as it is long. Paul will further his education at Princeton after earning admission into a trio of Ivy League colleges that also include Penn and Harvard. He will major in either history or political science, and he has an eye on law school with a goal of becoming a prosecutor and eventually serving in the Senate.

IMPORTANT DATES

Date	Time	Meetings	Place
June 2, 2014	7:00 p.m.	T.C.H.S. Graduation	West Chester East High School
June 4, 2014	8:15 a.m.	Senior Awards Assembly	C.A.S.H. Auditorium
June 6, 2014	7-11 p.m.	Senior Prom	C.A.S.H. Gymnasium
June 10, 2014	6:00 p.m.	All Committee Meetings	9/10 Center Auditorium
June 11, 2014	6:30 p.m.	Class of 2014 ~ Graduation	Coatesville
June 24, 2014	7:00 p.m.	School Board Meeting	9/10 Center Auditorium

SPECIAL REPORTS

STUDENT REPRESENTATIVE’S REPORT

MOTION ITEMS FOR APPROVAL

Committee meeting action items considered routine will be enacted under one motion unless removed for separate action upon Board request. The purpose of the consolidated motion is to expedite Governing Board action on all consent items, which are not held for discussion. Items that have been held for discussion by the Governing Board will be enacted upon at the time the item is discussed.

1. CONSENT AGENDA (Neil Campbell, School Board President)

RECOMMENDED MOTION: That the Board approves the consent agenda items:

Motion: _____ Second: _____ Vote: _____

2. FINANCE COMMITTEE (Richard Ritter, Chair)

A. Schedule of Bills Payable

RECOMMENDED MOTION: That the Board of School Directors approves the Schedule of Bills Payable as submitted for the month ending April 30, 2014.

Fund	Paid
General Fund – 10	\$ 3,063,940.68
Capital Projects Fund 32 / 2007 GOB	0.00
Capital Projects Fund 33 / 2009A GOB	0.00
Capital Projects Fund 34 / 2010 GOB	188,320.37
New Capital Reserve Fund 38	0.00
Food Service – 51	68,573.25
Trust Fund – 71	0.00
Student Activities Fund – 81	21,463.71
Agency Fund – 89	17,527.82
TOTAL	\$ 3,359,825.83

- B. Treasurer's Report**
RECOMMENDED MOTION: That the Board of School Directors approves the Treasurer's Report as submitted for the month ending April 30, 2014.
- C. Budget Transfers**
RECOMMENDED MOTION: That the Board of School Directors approves the Budget Transfers as submitted for the month ending April 30, 2014.
- D. Schedule of Investments**
RECOMMENDED MOTION: That the Board of School Directors approves the Schedule of Investments as submitted for the month ending April 30, 2014.
- E. Metro Alert Annual Licensing & Maintenance Agreement**
RECOMMENDED MOTION: That the Board of School Directors approves the Metro Alert Licensing & Maintenance Agreement for the amount of \$5,033.00.
- F. Chester County Intermediate Unit 2014-2015 Budget**
RECOMMENDED MOTION: That the Board of School Directors approves the Chester County Intermediate Unit Core Service Budget as presented in the amount of \$18,468,620.00 and the Occupational Education Budget in the amount of \$24,574,830.00 along with the Resolution presented.
- G. Life Touch Photographs for the 2014-2015 School Year**
RECOMMENDED MOTION: That the Board of School Directors approves the Life Touch proposal for the 2014-2015.
- H. 2014-2015 Food Service Fund Budget**
RECOMMENDED MOTION: That the Board of School Directors approves the 2014-2015 Food Service Fund Budget in the amount of \$3,073,190.00.
- I. Homestead / Farmstead Exclusion**
RECOMMENDED MOTION: That the Board of School Directors approves the Homestead/Farmstead Exclusion for the 2014-2015 fiscal year. Total Homesteads is 15,576; Total Farmsteads 45; Total Combined Exclusions 15,621; Total Median Value \$119,530. **Notation:** *In accordance with the limits established on the exclusion for Homestead property in Article VIII of the Constitution of Pennsylvania, no governing body of a political subdivision (school district) shall authorize an exclusion for homestead property in excess of 50% of the Median assessed value of Homestead property in the political subdivision (school district).*

- J. Center for Schools and Communities Grant**
RECOMMENDED MOTION: That the Board of School Directors accepts the Center for Schools and Communities Grant in the amount of \$750.00. The money will be used to purchase computer equipment to enhance the direct certification process Food Service Department.
- K. 403(b) Adoption Agreement & Other Agreements**
RECOMMENDED MOTION: That the Board of School Directors approves the enclosed Adoption Agreement and 403(b) Plan Document for Public Education Organizations, the Retirement Plan Compliance and Administration Service Agreement with TSA Consulting, an Investment Provider Service Agreement and Information Sharing Agreement.
- L. JATHEON Email Archiving Solutions**
RECOMMENDED MOTION: That the Board of School Directors approves the JATHEON email archiving solutions quote for an amount of \$16,863.01.
- M. Resolution Authorizing Adoption, Display & Advertisement of Proposed Final Budget**
RECOMMENDED MOTION: That the Board of School Directors approves the Resolution to adopt, display and advertise the 2014-2015 Proposed Final Budget.
- N. Approval of the Coatesville Area Teachers Association Agreement**
RECOMMENDED MOTION: That the Board of School Directors approves the Coatesville Area Teachers Association Agreement for the period of August 29, 2014 – August 28, 2016. (*Enclosure #2*)
- O. Approval of the Teamsters Local Union No. 384 Agreement**
RECOMMENDED MOTION: That the Board of School Directors approves the Teamsters Local Union No. 384 Agreement for the period of July 1, 2013 through June 30, 2018. (*Enclosure #3*)
- P. Employment Contract for the Director of Business Administration**
RECOMMENDED MOTION: That the Board of School Directors approves the employment contract of Ronald G. Kabonick as the Director of Business Administration for a term not to exceed five (5) years commencing at a starting salary of \$165,000.00. Effective Date: 10/14/2013. (*Enclosure #4*)
- Q. Request for Proposal**
RECOMMENDED MOTION: That the Board of School Directors authorizes the issuance of request for proposal for solicitor services.
- R. Human Resources**
- 1. Resignations - Regular and Extra Duty**
RECOMMENDED MOTION: That the Board of School Directors approves the following Resignations - Regular and Extra Duty:

a. CATA

- 1) Cantor, Beverly, Librarian for the Rainbow Elementary School. Letter Dated: 5/1/14. Reason: Retirement. Effective: 6/17/14.
- 2) Carroll, Gail, Gifted Support Teacher for the Friendship, Rainbow and Caln Elementary Schools. Letter Dated: 5/13/14. Reason: Retirement. Effective: 6/17/14.
- 3) Diehl, Aimee, 3rd Grade Teacher for the East Fallowfield Elementary School. Letter Dated: 5/13/14. Reason: Personal. Effective: 6/17/14.
- 4) Drewicz, Barbara, Guidance Counselor for the Rainbow Elementary School. Letter Dated: 5/5/14. Reason: Retirement. Effective: 6/17/14.
- 5) Krykew, Kimberly, Family and Consumer Science Teacher for the Coatesville Area Senior High School. Letter Dated: 5/21/14. Reason: Personal. Effective: 6/30/14.
- 6) Schwab, Maryann, Reading Specialist for the King's Highway Elementary School. Letter Dated: 4/16/14. Reason: Retirement. Effective: 6/30/14.

b. CATSS

- 1) Fisher, Sonia, 6.5 Hour Special Education One-on-One Aide for the Coatesville Area Senior High School Campus – 9/10 Center. Letter Dated: 4/30/14. Reason: Retirement. Effective: 4/25/14.
- 2) Foreman, Susan, 6.5 Hour Special Education One-on-One Aide for the Rainbow Elementary School. Letter Dated: 5/12/14. Reason: Retirement. Effective: 6/30/14.
- 3) McCleary, G. Bruce, 6.5 Hour Special Education One-on-One Aide for the South Brandywine Middle School. Letter Dated: 5/6/14. Reason: Retirement. Effective: 6/13/14.
- 4) Wiggins, Suzuko, Health Assistant for the East Fallowfield Elementary School. Letter Dated: 5/20/14. Reason: Personal. Effective: 6/12/14.

c. EXTRA DUTY

- 1) Flynn, Judith, Garden Club Co-Advisor for the Rainbow Elementary School. Letter Dated: 4/23/14. Reason: Retirement. Effective: 6/17/14.
- 2) Heller, Jeb, 8th Grade Boys' Soccer Coach for the South Brandywine Middle School. Letter Dated: 5/15/14. Reason: Personal. Effective: 5/15/14.

2. **New Appointments - Regular and Extra Duty**

RECOMMENDED MOTION: That the Board of School Directors approves the following New Appointments - Regular and Extra Duty:

a. CATSS

- 1) McMenamin, Andrea, 6.5 Hour Special Education One-on-One Aide for the Reeceville Elementary School. Posted: 4/9/14 (Barnhart). Salary: \$12.50/hr. Effective: 5/28/14. SP4: Approved.

b. EXTRA DUTY

- 1) Atkinson, Kim, ESY Health Assistant for the Coatesville Area School District. Posted: 3/21/14. Salary: \$16.50/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.
- 2) Conrad, Amanda, ESY Special Education Aide Grades 6th – 12th for the Coatesville Area School District. Posted: 3/21/14. Salary: \$12.50/hr. Effective: 6/30/14 – 7/31/14. SP4: Approved.
- 3) DiNicola, Danielle, ESY Special Education Teacher – Academics/Social-Emotional Support Grades 6th – 8th for the Coatesville Area School District. Posted: 3/21/14. Salary: \$33.00/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.
- 4) Elementary Curriculum Writing Team – Grades K – 5. Posted: 3/27/14. Salary: \$33.00/hr. for up to 60 hours. Effective: 6/17/14 – 7/10/14. SP4: Staff.

Altland, Peter	McBall, Heather	Barbarin, Virginia
Murphy, Melissa	Berger, Ellen	Palmer, Judi
Cloud, Dawn	Rainier, Veronica	Cupstid, Kerri
Schuler, Jamie	Daugherty, Rebecca	Rusnak, Hillory
Elicker, Kathleen	Stoner-Mayan, Cara	Giles, Linda
Tury, Traci	Glackman, Lori	Vogt, Emily
Kimes, Denise	Wagner, John	Lammey, April
Wise, Bryan	Landrum, Melissa	Witman, Lori
Leyden, William	Wooten, Dawn	

- 5) ESY Autistic Support Teachers Grades 6th – 12th for the Coatesville Area School District. Posted: 3/21/14. Salary: \$33.00/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.

Hydutsky, Domenica	Teel, Theresa
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- 6) ESY Life Skills Support Teachers Grades 6th – 12th for the Coatesville Area School District. Posted: 3/21/14. Salary: \$33.00/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.

Lisney, Mark	Waters, Mia
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- 7) ESY Special Education Classroom Aides Grades 6th – 12th for the Coatesville Area School District. Posted: 3/21/14. Salary: \$12.50/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.

Harvey, Carla	Johnson, Jackie	Morris, Sandra	Salcito, Theresa
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- 8) ESY Special Education Instructional Aides Grades 1st – 5th for the Coatesville Area School District. Posted: 3/20/14. Salary: \$12.50/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.

Gaffney, Alicia
McBride, Diane
Williams, Allison

Harvey, Aja
Stauffer, Kerri

Kosek, Heidi
Turner, Brenda

- 9) ESY Special Education Teachers – Autistic Support Grades 1st – 5th for the Coatesville Area School District. Posted: 3/20/14. Salary: \$33.00/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff:

Booker, Kathleen

Coates, Kellie

Jamison, Steve

- 10) ESY Special Education Teachers – Social-Emotional Support/Academics Grades 1st – 5th for the Coatesville Area School District. Posted: 3/20/14. Salary: \$33.00/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.

McCunney, Laura

White, Matthew

- 11) Everett-Moschitta, Deborah, Head Field Hockey Coach for the Coatesville Area Senior High School Campus. Posted: 2/25/14 (DelGrippe). Salary: \$4,810.00. Effective: 2014 – 2015 School Year. SP4: Staff.

- 12) Gaffney, Alicia, Summer School Aide – Middle School Camp Academia for the Coatesville Area School District. Posted: 3/24/14. Salary: \$10.50/hr. Effective: 7/7/14 – 7/24/14. SP4: Staff.

- 13) Giles, Linda, K-12 Language Arts Coordinator for the Coatesville Area School District. Posted: 7/15/13 (Stauffer). Salary: \$3,550.00. Effective: 2014 – 2015 School Year. SP4: Staff.

- 14) Harkins, Anthony, 8th Grade Football Coach for the North Brandywine Middle School. Posted: 1/29/14 (Wiggins). Salary: \$3,411.00. Effective: 2014 – 2015 School Year. SP4: Staff

- 15) High School Curriculum Writing Team – Grades 9 – 12. Posted: 3/27/14. Salary: \$33.00/hr. for up to 60 hours. Effective: 5/1/14 – 7/10/14. SP4: Staff.

Cole, Kelly
Russo, Maria
Haitz, Heather

Krasowski, Cheryl
Findora, Jessica

Dobbin, Lauren
Sheridan, Jacqueline

- 16) Jakubowski, Candy, ESY Mental Health Specialist for the Coatesville Area School District. Posted: 3/21/14. Salary: \$33.00/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.

- 17) Jones, Casandra, ESY Special Education Teacher – Life Skill Support Grades 1st – 5th for the Coatesville Area School District. Posted: 3/20/14. Salary: \$33.00/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.

- 18) Lara-Ferrufino, Jose, Head Girls' Soccer Coach for the Coatesville Area Senior High School. Posted: 2/19/14 (Yates). Salary: \$5,120.00. Effective: 2014 – 2015 School Year. SP4: Staff.
- 19) Lee, Christina, ESY Special Education Teacher – Academics/Social-Emotional Support Grades 6th – 12th for the Coatesville Area School District. Posted: 3/21/14. Salary: \$33.00/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.
- 20) Middle School Curriculum Writing Team – Grades 6 – 8. Posted: 3/27/14. Salary: \$33.00/hr. for up to 60 hours. Effective: 6/17/14 – 7/10/14. SP4: Staff.

Abgarian, Jillian	Doan-Harley, Lisa	Harre, Scott
Herr, Ashley	MacNamara, Karen	Marchesani, Stephanie
McKim, Lena Marie	Neubauer, Jaclyn	Pierce, Courtney
Seeker, Patrice	Smith, Karen	Stauffer, Maria
Warren-Ward, Octavia	Waterman, Stephanie	

- 21) Summer School Teachers – Middle School Camp Academia for the Coatesville Area School District. Posted: 3/24/14. Salary: \$33.00/hr. Effective: 7/7/14 – 7/24/14. SP4: Staff.

DiGuiseppe, Alex	Herr, Ashley	Riker, Brian	Walker, Kyle
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- 22) Summer School Teachers – Secondary Math, English, Social Studies, Science, Wellness & Fitness for the Coatesville Area Senior High School Campus. (All positions on an as needed basis.) Posted: 3/20/14. Salary: \$33.00/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.

Hanna, Nicole	Herr, Ashley	McCarthy, Dennis	Warren, Jason
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3. Leave(s) of Absence

RECOMMENDED MOTION: That the Board of School Directors approves the following Leave(s) of Absence as indicated:

a. CATA

- 1) Atkins, Jonathan, Math Teacher for the Coatesville Area Senior High School. Letter Dated: 5/1/14. Reason: FMLA. Effective: 5/9/14 – 6/17/14.
- 2) Dupre, Tyler, Librarian for the Caln Elementary School. Letter Dated: 5/6/14. Reason: FMLA. Effective: 4/14/14 – 6/13/14.
- 3) Kreger, Michelle, Science Teacher for the North Brandywine Middle School. Letter Dated: 4/22/14. Reason: FMLA. Effective: 5/16/14 – 5/30/14.
- 4) Taliaferro, Barbara, Family & Consumer Science Teacher for the Coatesville Area Senior High School Campus – 9/10 Center. Letter Dated: 5/16/14. Reason: FMLA. Effective: 4/24/14 – 5/26/14.

b. CATSS

- 1) Hines, Jerod, 6.5 Hour Special Education One-on-One Aide for the Coatesville Area Senior High School Campus – 9/10 Center. Letter Dated: 5/8/14. Reason: Medical Leave of Absence. Effective: 5/12/14 – 6/13/14.
- 2) Norman, Michele, 2.0 Hour Cafeteria/Playground Aide for the Friendship Elementary School. Letter Dated: 3/31/14. Reason: Medical Leave of Absence. Effective: 4/7/14 – 4/29/14.
- 3) Yarnall, Patricia, 6.5 Hour Special Education One-on-One Aide for the Friendship Elementary School. Letter Dated: 4/11/14. Reason: FMLA/Medical Leave of Absence. Effective: 4/16/14 – 6/6/14.

c. FEDERATION

- 1) Gibson, Philip, Technician Tradesman for the Coatesville Area School District. Letter Dated: 5/2/14. Reason: Extended Medical Leave of Absence. Effective: 5/2/14 – 5/30/14.
- 2) Reason, John, Head Custodian for the Friendship Elementary School. Letter Dated: 5/8/14. Reason: Extended Medical Leave of Absence. Effective: 4/18/14 – 6/12/14.

4. **Voluntary Transfers**

RECOMMENDED MOTION: That the Board of School Directors approves the Voluntary Transfer of:

a. CATSS

- 1) Speller-Calhoun, LaRaine, move from 6.5 Hour Special Education One-on-One Aide for the King's Highway Elementary School to 6.5 Hour Special Education One-on-One Aide for the Caln Elementary School (assigned new student). Effective: 1/13/14.

5. **Change of Status**

RECOMMENDED MOTION: That the Board of School Directors approves the Change of Status as indicated:

a. CATSS

- 1) Domsohn, Heather, move from Athletic Secretary for the Coatesville Area Senior High School Campus to Attendance Secretary for the Coatesville Area Senior High School Campus – 9/10 Center. Posted: 3/26/14 (Myers). Effective: 2014 – 2015 School Year.
- 2) Groce, Donna, move from 6.5 Hour Special Education One-on-One Aide for the Friendship Elementary School to 6.5 Hour Special Education One-on-One Aide for the North Brandywine Middle School. Posted: 3/24/14 (Cooper). Effective: 5/28/14.

b. FEDERATION

- 1) Crespo, Melissa, move from Substitute Custodian for the Coatesville Area School District to Custodian Level "D" for Rainbow Elementary School. Posted: 3/25/14 (Thompson). Salary: \$18.48/hr. (\$18.68/hr. after 90 day probation). Effective: 5/28/14.
- 2) DePedro, Anthony, move from Custodian Level "B" @ \$19.48/hr. for the Coatesville Area Senior High School to Custodian Level "A" @ \$20.05/hr. for the Coatesville Area Senior High School. Effective: Retroactive to 4/18/14.
- 3) Hillworth, Carol, move from 5.5 Hour General Utility Worker Level "B" @ \$16.58/hr. for the Coatesville Area School District Alternative Education Program to 5.5 Hour General Utility Worker Level "A" @ \$17.02/hr for the Coatesville Area School District Alternative Education Program. Effective: Retroactive to 4/24/14.
- 4) Hurst, Myia, move from Substitute Custodian for the Coatesville Area School District to Custodian Level "D" for the South Brandywine Middle School. Posted: 12/13/13 (Panik). Salary: \$18.48/hr. (\$18.68/hr. after 90 day probation). Effective: 5/28/14.
- 5) Ross Jr., Rick, move from Substitute Custodian for the Coatesville Area School District to Custodian Level "D" for the Scott Middle School. Posted: 1/9/14 (Hines). Salary: \$18.48/hr. (\$18.68/hr. after 90 day probation). Effective: 5/28/14.

3. **EDUCATION COMMITTEE** (*Diane Brownfield, Chair*)

A. **The 31st Annual National Academic Competition in Alexandria, VA, May 29 – June 1, 2014**

RECOMMENDED MOTION: That the Board of School Directors approves the Coatesville Area Senior High School Academic Team Trip to the 32nd Annual National Academic Competition in Virginia, May 29th to June 1, 2014.

4. **OPERATIONS COMMITTEE** (*Laurie Knecht, Chair*)

A. **Friendship/South Brandywine Water Service Project**

The Friendship/South Brandywine Water Service Project bids were opened on May 6, 2014. Enclosed is the recommendation from Gilbert Architect. The following is the recommended motion:

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the Civil Contractor contract for the Friendship/South Brandywine Water Service Project to Fidelity Contracting of Elverson, PA in the amount of \$132,500.00. Bids were received as follows:

Fidelity Contracting	\$132,500.00
Bulldog Construction	No Bid
Brubacher Excavating	No Bid
Guy M. Cooper	No Bid

Jay R. Reynolds	No Bid
Vision Mechanical	No Bid

B. King's Highway/Scott Middle School Miscellaneous Upgrades Project

The King's Highway/Scott Middle School Miscellaneous Upgrades Project bids were opened on May 7, 2014. Enclosed are the recommendations from Gilbert Architect. The following are the recommended motions:

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the General Contractor contract for the King's Highway/Scott Middle School Miscellaneous Upgrades Project to BSS Construction of West Grove, PA in the amount of \$126,000.00. Bids were received as follows:

BSS Construction	\$126,000.00
Columbus	\$229,728.00
Balton Construction	\$232,324.00

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the Plumbing Contractor contract for the King's Highway /Scott Middle School Miscellaneous Upgrades Project to Jay R. Reynolds of Willow Street, PA in the amount of \$196,100.00. Bids were received as follows:

Jay R. Reynolds, Inc.	\$196,100.00
Vision Mechanical	\$207,000.00
Frey Lutz	No Bid
Guy M. Cooper	No Bid
MBR Construction	No Bid

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the Electrical Contractor contract 3a for the **King's Highway/Scott Middle School Miscellaneous Upgrades Project** to Greg A. Vietri Electric of Coatesville, PA in the amount of \$597,800.00. Bids were received as follows:

Greg A. Vietri Electric	\$220,800.00
Philips Brothers Elec.	\$287,500.00
A.N. Lynch	No Bid
MBR Construction Svc	No Bid

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the Electrical Contractor contract 3b for the Kings Hwy/**Scott Middle School Miscellaneous Upgrades Project** to Greg A. Vietri Electric of Coatesville, PA in the amount of \$597,800.00. Bids were received as follows:

Greg A. Vietri Electric	\$377,000.00
Philips Brothers Elec.	\$752,600.00
A.N. Lynch	No Bid
MBR Construction Svc	No Bid

C. Caln Elementary School Refurbishment Project

The Caln Elementary School Refurbishment Project bids were opened on May 7, 2014. Enclosed are the recommendations from Gilbert Architect. The following are the recommended motions:

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the General Contractor contract for the Caln Elementary School Refurbishment Project to Balton Construction of Ephrata, PA in the amount of \$454,000.00. Bids were received as follows:

Balton Construction	\$454,000.00
Columbus	\$558,768.00
BSS Contractors	No Bid

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the Electrical Contractor contract for the Caln Elementary School Refurbishment Project to Philips Brothers Electrical Contractor of Glenmore, PA in the amount of \$1,410,770.00. Bids were received as follows:

Philips Brothers Elec	\$1,410,770.00
Greg A Vietri	No Bid

PLEASE NOTE: THERE WERE NO BIDS RECEIVED FOR MECHANICAL CONTRACTOR.

D. North Brandywine Middle School Refurbishment Project

The North Brandywine Middle School Refurbishment Project bids were opened on May 8, 2014. Enclosed are the recommendations from Gilbert Architect. The following are the recommended motions:

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the General Contractor contract for the North Brandywine Middle School Refurbishment Project to Columbus Construction, LLC of Philadelphia, PA in the amount of \$1,698,823.00. Bids were received as follows:

Columbus Const., LLC	\$1,698,823.00
Lobar, Inc.	\$1,856,000.00
Balton Construction	\$1,856,622.00

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the Plumbing Contractor contract for the North Brandywine Middle School Refurbishment Project to Jay R. Reynolds, Inc. of Willow Street, PA in the amount of \$138,100.00. Bids were received as follows:

Jay R. Reynolds, Inc.	\$138,100.00
Guy M. Cooper	No Bid
Frey Lutz	No Bid
Vision Mechanical	No Bid

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the Mechanical Contractor contract for the North Brandywine Middle School Refurbishment Project to Goshen Mechanical of West Chester, PA in the amount of \$1,079,000.00. Bids were received as follows:

Goshen Mechanical	\$1,079,000.00
Frey Lutz	\$1,118,000.00
Guy M. Cooper	No Bid

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the Electrical Contractor contract for the North Brandywine Middle School Refurbishment Project to Philips Brothers Electrical Contractor of Glenmoore, PA in the amount of \$3,620,120.000. Bids were received as follows:

Philips Brothers Elec	\$3,620,120.00
Wescott Elec.	\$2,709,000.00 (withdrawn)
Greg A. Vietri	No Bid

E. Change Order No. 001-001 for South Brandywine Refurbishing

RECOMMENDEDMOTION: That the Board of School Directors approves Change Order No. 001-001 with Balton Construction, Inc. (General Contractor) for South Brandywine Middle School Refurbishing Project for an increase of \$30,796.15.

F. Change Order No. 001-001 for CASD Security Upgrades

RECOMMENDEDMOTION: That the Board of School Directors approves Change Order No. 001-001 with Balton Construction, Inc. (General Contractor) for CASD Security Upgrades Project for an increase of \$2,813.60.

G. Change Order No. 002a-001 CASD Security Upgrades - East Fallowfield Elementary School

RECOMMENDEDMOTION: That the Board of School Directors approves Change Order No. 002a-001 with Philips Brothers Electrical Co. (Electrical Contractor) for CASD Security Upgrades Project for a decrease of \$8,633.00.

H. Change Order No. 002b-001 CASD Security Upgrades-Friendship ES

RECOMMENDEDMOTION: That the Board of School Directors approves Change Order No. 002b-001 with Philips Brothers Electrical Co. (Electrical Contractor) for CASD Security Upgrades Project for a decrease of \$9,027.00.

I. Change Order No. 002c-001 CASD Security Upgrades - Reeceville Elementary School

RECOMMENDEDMOTION: That the Board of School Directors approves Change Order No. 002c-001 with Philips Brothers Electrical Co. (Electrical Contractor) for CASD Security Upgrades Project for a decrease of \$5,601.35.

J. Disposal Sale of Vehicles

RECOMMENDED MOTION: That the Board of School Directors approves the sale of two (2) used non-operational vehicles through sealed bids. The vehicles are as follows:

1997 Light Blue Dodge Passenger Van (110,000 miles)
1998 GMC Jimmy Police Vehicle (108,000 miles)

K. Cleaning and Adjusting Boilers

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the Cleaning and Adjusting of Boilers contract for 2014-2015 school year to Combustion Mechanical Services, LLC of West Chester, PA in the amount of \$9,760.00. Bids were received as follows:

Combustion Mechanical Bonfitto, Inc	\$9,760.00
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5. COMMUNITY & STUDENT RELATIONS COMMITTEE (James Fox, Chair)

A. Review of Revised Policy #217 – Graduation Requirements – 1st Reading

RECOMMENDED MOTION: That the Board of School Directors approves the 1st reading of revised Policy #217, Graduation Requirements.

B. Review of Revised Policy #221 - Student Dress Code and Grooming – 1st Reading

RECOMMENDED MOTION: That the Board of School Directors approves the 1st reading of revised Policy #221, Student Dress Code and Grooming.

C. Review of Revised Policy #237 - Electronic Devices – 1st Reading

RECOMMENDED MOTION: That the Board of School Directors approves the 1st reading of revised Policy #237, Electronic Devices.

D. Revisions to Policy 005.1 – Appointment of Solicitor

RECOMMENDED MOTION: That the Board of School Directors approves the revisions to Policy 005.1, Appointment of Solicitor. (*Enclosure #5*)

E. Revisions to the Codes of Student Conduct for the 2014 -2015 School Year

RECOMMENDED MOTION: That the Board of School Directors approves the revisions to the Codes of Student Conduct for the 2014 -2015 school year.

F. Revisions to the Code of Student Conduct for Extra Curricular Activities

RECOMMENDED MOTION: That the Board of School Directors approves the revisions to the Code of Student Conduct for Extra Curricular Activities. (*Enclosure #6*)

H. Student Discipline Hearings

RECOMMENDED MOTION: That the Board of School Directors approves the following student disciplinary action(s) as recommended. (*Enclosure #7*)

<u>Student #</u>	<u>Action(s)</u>
14DH20	30 day expulsion with in-home instruction
14DH21	30 day expulsion with educational provisions
14DH22	45 day expulsion with educational provisions
14DH23	Referred to an alternative educational setting
14DH24	20 day expulsion with educational provisions
14DH25	15 day expulsion with educational provisions

PUBLIC COMMENT

The Board has requested that all persons making comments of public concern to list their name, address, telephone number and topic(s) on the sheet provided. There is a three (3) minute time limit per person.

ADDITIONAL BOARD MEMBERS' REPORTS

INFORMATION ITEMS

ADJOURNMENT

Motion: _____ Second: _____ Time: _____

*Copies of the minutes will be maintained in the Office of the Board Secretary.
Notice of this public meeting was advertised in the Daily Local News on January 1, 2014 and on the District Website.*

May 27, 2014
School Board Meeting

Enclosure #1

**COATESVILLE AREA SCHOOL DISTRICT
SCHOOL BOARD MEETING MINUTES
APRIL 22, 2014 - 7:00 PM
9/10 CENTER AUDITORIUM**

OPENING ACTIVITIES

1. CALL TO ORDER AT 7:28 P.M.

2. READING OF MISSION STATEMENT

THE MISSION OF THE COATESVILLE AREA SCHOOL DISTRICT, A LEARNING COMMUNITY RICH IN DIVERSITY AND COMMITTED TO EXCELLENCE, IS TO EDUCATE ALL STUDENTS BY PROVIDING RIGOROUS EDUCATIONAL OPPORTUNITIES TO BECOME RESPONSIBLE, PRODUCTIVE, LIFE-LONG LEARNERS IN A GLOBAL SOCIETY.

3. ADVISEMENT

By notice of the President, Board Members are advised that all votes shall be regarded as roll call votes. The minutes should also note that public notice was given for this meeting in accordance with Act 93 of 1998, Section 1. School Board meetings shall proceed in accordance with School Board policy.

4. ROLL CALL

Board of School Directors

J. Neil Campbell, President - present	<i>Finance & Operations Committees</i>
James L. Fox, Vice President - present	<i>Community & Student Relations Committee (Chair)</i>
Diane M. Brownfield - present	<i>Education & Community & Student Relations Committees (Chair)</i>
Stuart C. Deets - present	<i>Finance & Operations Committees</i>
James Hills - present	<i>Education Committee</i>
Laurie C. Knecht - present	<i>Operations Committee (Chair)</i>
Kimberly M. Mammel - present	<i>Education Committee</i>
Richard M. Ritter - present	<i>Finance Committee (Chair)</i>
Deborah L. Thompson - present	<i>Education & Community & Student Relations Committees</i>

Student Representatives

Paul Draper, Senior Class Representative - present
Katie Stefanski, Junior Class Representative - present

Solicitor

James E. Ellison, Esquire - present

Administration

Dr. Leonard D. Fitts, Interim Superintendent of Schools - present
Abdallah Hawa, Director of Technology - present
Ronald G. Kabonick, Director of Business Administration | School Board Secretary - present
Dave Krakower, Director of High School & Curriculum Instruction | Special Education (6-12) - present
Jason Palaia, Director of Elementary Education (3-5) | Special Education (K-5) - present
Dr. Teresa Powell, Director of Middle School Education & Curriculum Instruction - present
John Reid, Director of Pupil Services/Data & Assessment - present
Dr. Angelo Romaniello, Jr., Assistant Superintendent - absent
Erika Zeigler, Director of Human Resources - present

5. **MOMENT OF SILENCE AND SALUTE TO THE FLAG**

BOARD PRESIDENT'S REPORT

Presentation by the Alternative Education School Students & B.R.I.D.G.E.E. ~ Dr. Eugenia Roberts, Principal

ADDITIONS, DELETIONS OR MODIFICATIONS TO THE AGENDA

APPROVAL OF THE MINUTES

RECOMMENDED MOTION: That the Board of School Directors approves the minutes for the April 8, 2014 Special Board meeting subject to any addition, deletions, modifications or clarifications. (*Enclosure #1*)

Approval of Minutes 4-8-2014 Approved Vote: 9-0-0
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Motion: Diane Brownfield

Second: Laurie Knecht

Vote: 9-0-0

APPROVAL OF THE MINUTES

RECOMMENDED MOTION: That the Board of School Directors approves the minutes for the March 25, 2014 School Board meeting subject to any addition, deletions, modifications or clarifications. (*Enclosure #2*)

Approval of Minutes 3-25-2014 Approved Vote: 9-0-0

Motion: Jim Fox

Second: Diane Brownfield

Vote: 9-0-0

PUBLIC COMMENT ON AGENDA ITEMS

The Board has requested all persons making comments on **agenda items** to list their name, address, telephone number and motion item(s) on the sheet provided. There is a three (3) minute limit per person. The Board does not take action or discuss items not appearing on the agenda. The Board values public comments and wishes to convey that although Board members cannot discuss items that are not on the agenda, they listen carefully and appreciate and value input from the public.

Anyone interested in reviewing the public's comments may contact the Board Secretary to request access to the digital recording. Public comments were made by the following:

- 1) Greg Wynn: Mr. Wynn questioned the bond issue, and asked the Board what their plan was regarding a new Caln Elementary School.

EXECUTIVE SESSION

- An executive session was held on Friday, March 28, 2014 from 9:00 to 10:30 a.m. for legal and personnel reasons.
- An executive session was held on Monday, March 31, 2014 from 7:00 to 10:00 p.m. for legal and personnel reasons.

- An executive session was held on Friday, April 4, 2014 from 6:30 to 11:30 p.m. for legal and personnel reasons.
- An executive session will be held on Tuesday, April 8, 2014 from 4:00 to 6:00 p.m., and again from 9:45 to 11:00 p.m. for legal and personnel reasons.
- An executive session was held on Wednesday, April 9, 2014 from 7:30 to 11:00 p.m. for legal reasons.
- An executive session will be held on Tuesday, April 22, 2014 at 5:00 p.m. for legal and personnel reasons.

SUPERINTENDENT’S REPORT

- The superintendent’s report was provided by Dr. Leonard Fitts.
- Congratulations to Dr. Christopher Watson, Vice Principal at the CASD 9/10 Center. As of Tuesday, April 1, 2014 (No April Fool), Dr. Watson recently completed his Doctorate at Immaculata University. His dissertation was entitled: “Teacher Perceptions of an Induction Program: Self-Efficacy, Instruction, and Administration’s Role”.

IMPORTANT DATES

Date	Time	Meetings	Place
April 18, 2014	~	Good Friday Holiday	<i>Schools & Offices Closed</i>
April 21, 2014	~	Spring Recess	<i>No School for Students & Teachers</i>
May 13, 2014	6:00 PM	All Committee Meetings	9/10 Center Auditorium
May 26, 2014	~	Memorial Day Holiday	<i>Schools & Offices Closed</i>
May 27, 2014	7:00 PM	School Board Meeting	9/10 Center Auditorium

SPECIAL REPORTS

STUDENT REPRESENTATIVE’S REPORT

The student representative’s report was provided by Paul Draper.

MOTION ITEMS FOR APPROVAL

Committee meeting action items considered routine will be enacted under one motion unless removed for separate action upon Board request. The purpose of the consolidated motion is to expedite Governing Board action on all consent items, which are not held for discussion. Items that have been held for discussion by the Governing Board will be enacted upon at the time the item is discussed.

1. CONSENT AGENDA (Neil Campbell, School Board President)

RECOMMENDED MOTION: That the Board approves the consent agenda items:

Items to be removed from Consent Agenda:

- 2. J. Approval of the Debt Service Resolution
- 2. K. 1. d. 1-3) Human Resources, Resignations – Extra Duty

Consent Agenda Approved Vote: 9-0-0

Motion: James Fox

Second: Diane Brownfield

Vote: 9-0-0

2. **FINANCE COMMITTEE** (*Richard Ritter, Chair*)

A. **Schedule of Bills Payable**

RECOMMENDED MOTION: That the Board of School Directors approves the Schedule of Bills Payable as submitted for the month ending March 31, 2014.

Fund	Paid
General Fund – 10	\$ 3,729,181.72
Capital Projects Fund 32 / 2007 GOB	0.00
Capital Projects Fund 33 / 2009A GOB	0.00
Capital Projects Fund 34 / 2010 GOB	15,242.93
New Capital Reserve Fund 38	0.00
Food Service – 51	82,993.36
Trust Fund – 71	0.00
Student Activities Fund – 81	15,906.41
Agency Fund – 89	22,989.38
TOTAL	\$ 3,866,313.80

B. **Treasurer’s Report**

RECOMMENDED MOTION: That the Board of School Directors approves the Treasurer’s Report as submitted for the month ending March 31, 2014.

C. **Budget Transfers**

RECOMMENDED MOTION: That the Board of School Directors approves the Budget Transfers as submitted for the month ending March 31, 2014.

D. **Schedule of Investments**

RECOMMENDED MOTION: That the Board of School Directors approves the Schedule of Investments as submitted for the month ending March 31, 2014.

E. **Microsys Agreement**

RECOMMENDED MOTION: That the Board of School Directors approves the Microsys Agreement for wireless access hardware, software upgrade and programming, and setup configuration in the amount of \$89,376.00.

F. **Financial Software**

RECOMMENDED MOTION: That the Board of School Directors approves C.S.I.U. for the implementation of the District’s financial software effective July 1, 2014 in the amount of \$46,714 for the first year and \$34,062 for years 2 thru 5.

G. **P.S.B.A. Professional Services**

RECOMMENDED MOTION: That the Board of School Directors approves P.S.B.A. to provide professional and clerical services for the selection of a superintendent for an amount of \$13,000.00.

H. **Low Rise Elevator Co. Inc. Maintenance Contract**

RECOMMENDED MOTION: That the Board of School Directors approves the Basic Maintenance Contract for Low Rise Elevator Co. Inc. for the following services starting July 1, 2014.

- (a) Basic elevator maintenance for 7 elevators at a cost of \$525.00 per quarter.
- (b) Basic stair lift maintenance for 2 stair lifts at a cost of \$80.00 per semiannual inspection.
- (c) Basic wheelchair lift maintenance for 4 wheelchair lifts at a cost of \$200.00 per semiannual inspection.
- (d) Dumb waiter basic maintenance service at a cost of \$50.00 per inspection.

I. Express Script Agreement

RECOMMENDED MOTION: That the Board of School Directors approves the Express Scripts Inc. Prescription Drug Program pending review and recommended changes by the district solicitor.

J. Approval of the Debt Service Resolution

RECOMMENDED MOTION: That the Board of School Directors adopts the Debt Resolution presented at this meeting for its stated purposes that, in summary, are:

- Authorizing the borrowing of, approximately, ~~\$9,210,000~~ (**\$8,750,000**), to be evidenced by the School District's General Obligation Bonds, Series A of 2014 (the "Series A Bonds"), for the purpose of (i) currently refunding all of the District's General Obligation Bonds, Series of 2006, in order to realize debt service savings, and (ii) paying the costs associated with issuance of the Series A Bonds;
- Authorizing the borrowing of, approximately, ~~\$5,095,000~~ (**\$5,085,000**), to be evidenced by the School District's General Obligation Bonds, Series B of 2014 (the "Series B Bonds," and together with the Series A Bonds, the "Bonds"), for the purpose of (i) funding a portion of the District's unfunded actuarial accrued liability, and (ii) paying the costs associated with issuance of the Series B Bonds;
- Accepting a proposal (the "Bond Purchaser Proposal") for the purchase of the Bonds from Boening & Scattergood, Inc., acting as underwriter on its own behalf, and as representative for PNC Capital Markets LLC (collectively, the "Purchaser"), in accordance with terms set forth in the Debt Resolution, which Bond Purchase Proposal, when approved and executed by proper officers of the School District, shall constitute the Bond Purchase Agreement, between the School District and the Purchaser;
- Pledging the full faith, credit and taxing power of the School District to secure the debt evidenced by the Bonds; and
- Authorizing and directing School District officials, the solicitor, the financial advisor, the Purchaser and bond counsel to undertake the necessary steps and to take necessary action relating to the issuance of the Bonds. (*Enclosure #3*)

Approval of the Debt Service Resolution
Approved
Vote: 8-1-0
Opposed: Deets

Motion: Rick Ritter

Seconded: Neil Campbell

Vote: 8-1-0

K. Human Resources

1. Resignations - Regular and Extra Duty

RECOMMENDED MOTION: That the Board of School Directors approves the following Resignations - Regular and Extra Duty:

a. CATA

- 1) Flynn, Judith, 1st Grade Teacher for the Rainbow Elementary School. Letter Dated: 4/7/14. Reason: Retirement. Effective: 6/17/14.

b. CATSS

- 1) Loughead, Paula, 2.0 Hour Cafeteria/Playground Aide for the Rainbow Elementary School. Letter Dated: 3/28/14. Reason: Personal. Effective: 4/11/14.
- 2) Myers, Priscilla, Attendance Secretary for the Coatesville Area Senior High School Campus – 9/10 Center. Letter Dated: 3/20/14. Reason: Retirement. Effective: 3/20/14.
- 3) Owens, Timothy, Technology Associate for the Scott Middle School. Letter Dated: 4/8/14. Reason: Personal. Effective: 4/25/14.
- 4) Thompson, Dwayne, 2.0 Hour Cafeteria/Playground Aide for the Reeceville Elementary School. Letter Dated: 3/21/14. Reason: Personal. Effective: 3/21/14.

c. FEDERATION

- 1) Austin, Lawrence, Security Guard for the Coatesville Area School District. Letter Dated: 3/6/14. Reason: Retirement. Effective: 3/14/14.
- 2) Thompson, Dwayne, Custodian for the Rainbow Elementary School. Letter Dated: 3/21/14. Reason: Personal. Effective: 3/21/14.

d. EXTRA DUTY

- 1) Brown, Kiara, Assistant Girls' Basketball Coach for the Coatesville Area Senior High School Campus. Letter Dated: 3/17/14. Reason: Personal. Effective: 3/17/14.
- 2) Summa, Amy, Assistant Girls' Basketball Coach for the Coatesville Area Senior High School Campus. Letter Dated: 3/14/14. Reason: Personal. Effective: 3/14/14.
- 3) Wood, Lisa, Assistant Girls' Basketball Coach for the Coatesville Area Senior High School Campus. Letter Dated: 3/17/14. Reason: Personal. Effective: 3/17/14.

Human Resources Resignations Extra Duty 1 thru 3 Approved Vote: 9-0-0
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Motion: James Fox

Seconded: Diane Brownfield

Vote: 9-0-0

2. **New Appointments - Regular and Extra Duty**

RECOMMENDED MOTION: That the Board of School Directors approves the following New Appointments - Regular and Extra Duty:

a. CATSS

- 1) Harkins, Pamela, 2.0 Hour Cafeteria/Playground Aide for the Caln Elementary School. Date Posted: 2/25/14 (Gilfillan). Salary: \$9.50/hr. Effective: 4/23/14. SP4: Approved.

b. FEDERATION

- 1) Marsh, Santana, Substitute General Utility Worker for the Coatesville Area School District. Salary: \$9.00/hr. Effective: 4/23/14. SP4: Approved.

c. EXTRA DUTY

- 1) Haitz, Heather, Assistant Girls' Lacrosse Coach for the Coatesville Area Senior High School Campus. Date Posted: 1/7/14 (Menter). Salary: \$2,871.00. Effective: 2013 – 2014 School Year. SP4: Staff.
- 2) Hummel, Matthew, 7th Grade Track Coach for the South Brandywine Middle School. Date Posted: 3/12/14 (Herr). Salary: \$1,442.00. Effective: 2013 – 2014 School Year. SP4: Staff.
- 3) Patterson, Jennifer, Cheerleading Coach for the Scott Middle School. Date Posted: 9/9/13 (Hurst). Salary: \$1,792.00. Effective: 2014 – 2015 School Year. SP4: Staff.
- 4) Viscuso, Victoria, 8th Grade Girls' Lacrosse Coach for the North Brandywine Middle School. Date Posted: 2/25/14 (Burns). Salary: \$1,968.00. Effective: 2013 – 2014 School Year. SP4: Approved.

3. **Leave(s) of Absence**

RECOMMENDED MOTION: That the Board of School Directors approves the following Leave(s) of Absence as indicated:

a. CATA

- 1) Carpia, Francine, 6th Grade Proficiency Teacher for the Scott Middle School. Letter Dated: 3/27/14. Reason: FMLA/Medical Leave of Absence. Effective: 2/27/14 – 6/9/14.
- 2) Doherty, Katherine, Guidance Counselor for the Reeceville Elementary School. Letter Dated: 3/27/14. Reason: FMLA. Effective: 5/12/14 – 6/17/14.
- 3) Douglass, Kristi, Special Education Teacher for the Coatesville Area Senior High School Campus. Letter Dated: 3/19/14. Reason: FMLA. Effective: 3/5/14 – 3/18/14.

- 4) Gast, Jennifer, Mental Health Specialist for the Friendship, King's Highway, and Rainbow Elementary Schools. Letter Dated: 3/3/14. Reason: Extended FMLA. Effective: 3/24/14, 4/1/14 – 5/13/14.
 - 5) Heller, Jeb, Mathematics Teacher for the South Brandywine Middle School. Letter Dated: 3/14/14. Reason: FMLA. Effective: 8/25/14 – 10/17/14.
 - 6) Milligan, Joseph, Business Teacher for the Coatesville Area Senior High School Campus. Letter Dated: 3/12/14. Reason: FMLA. Effective: 3/13/14 – 3/21/14.
 - 7) Moncrief, Lisa, Special Education Teacher for the East Fallowfield Elementary School. Letter Dated: 3/18/14. Reason: FMLA. Effective: 5/19/14 – 6/17/14.
 - 8) Neufer, Kathleen, Mathematics Teacher for the North Brandywine Middle School. Letter Dated: 3/26/14. Reason: FMLA. Revised Effective Dates: 3/26/14 – 6/17/14.
 - 9) Stanley, Jennifer, 4th Grade Teacher for the Caln Elementary School. Letter Dated: 3/1/14. Reason: Extended Medical Leave of Absence. Effective: 4/2/14 – 6/17/14.
- b. CATSS
- 1) Carter, Antoinette, 6.5 Hour Special Education One-on-One Aide for the Friendship Elementary School. Letter Dated: 4/8/14. Reason: FMLA/Medical Leave of Absence. Effective: 3/13/14 – 6/12/14.
 - 2) Hines, Jarod, 6.5 Hour Special Education One-on-One Aide for the Coatesville Area Senior High School Campus – 9/10 Center. Letter Dated: 2/21/14. Reason: FMLA. Effective: 2/17/14 – 5/9/14.
- c. FEDERATION
- 1) Burrell, Chris, Custodian for the Rainbow Elementary School. Letter Dated: 3/27/14. Reason: FMLA. Effective: 3/17/14 – 3/28/14.
 - 2) Coover, Philip, Head Custodian for the King's Highway Elementary School. Letter Dated: 3/24/14. Reason: Extended Medical Leave of Absence. Effective: 3/24/14 – 4/1/14.
 - 3) Gibson, Philip, Technician Tradesman for the Coatesville Area School District. Letter Dated: 3/24/14. Reason: Extended Medical Leave of Absence. Effective: 4/2/14 – 5/1/14.
 - 4) Ibrahim, Alie, Custodian for the South Brandywine Middle School. Letter Dated: 11/1/13. Reason: Extended Medical Leave of Absence. Effective: 3/26/14 – 6/24/14.

- 5) Reason, John, Head Custodian for the Friendship Elementary School. Letter Dated: 3/20/14. Reason: Extended FMLA/Medical Leave of Absence. Effective: 3/21/14 – 4/17/14.

4. **Change of Status**

RECOMMENDED MOTION: That the Board of School Directors approves the Change of Status as indicated:

a. CATSS

- 1) Barnhart, Karen, move from 6.5 Hour Special Education One-on-One Aide for the Friendship Elementary School to 6.5 Hour Building Instructional Aide for the Friendship Elementary School. Date Posted: 3/5/14 (Vargas). Effective: 4/23/14.

b. FEDERATION

- 1) Sonsini, Elizabeth, move from Substitute General Utility Worker for the Coatesville Area School District to 3.0 Hour General Utility Worker for the North Brandywine Middle School. Date Posted: 12/13/13 (Mitchell). Salary: \$14.46/hr. (\$14.66/hr. after 90 day probation). Effective: 4/23/14.

3. **EDUCATION COMMITTEE** (*Diane Brownfield, Chair*)

None

4. **OPERATIONS COMMITTEE** (*Laurie Knecht, Chair*)

A. **Change Order No. 004-001 at South Brandywine Middle School**

RECOMMENDED MOTION: That the Board of School Directors approves Change Order No. 004-001 with A. N. Lynch Co , Inc. (Electrical Contractor) at South Brandywine Middle School for a deduction of \$38,770.00.

B. **Change Order No. 002d-001 at Security Modification Project**

RECOMMENDED MOTION: That the Board of School Directors approves Change Order No. 002d-001 with Greg A Vietri. Inc. (Electrical Contractor) for the Security Modification Project for a deduction of \$28,156.87.

C. **Furniture – Citadel Administration Project**

RECOMMENDED MOTION: That the Board of School Directors approves the purchase of system furniture from Benjamin Roberts Office Interiors through TCPN State Contract #R4971 in the amount of \$12,198.74. (*Enclosure #4*)

D. **Facilities Request to Attend Conference**

RECOMMENDED MOTION: That the Board of School Directors approves the request for K. Davis, T. Dean, and A. Ortiz to attend an Eastern Pa. Safety Day Conference on May 8, 2014 from 7:00am-2:00pm in Oaks, Pa. There is no cost associated with this conference.

E. Coatesville Administration Office Renovations Project

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the General Construction contract for the Administration Office Renovation Project to BSS Contractors of West Grove, Pa. in the amount of \$124,000.00. Bids were received as follows: (*Enclosure #5*)

• BSS Contractors	\$124,000.00
• Centre Point	\$136,000.00
• Sha-Nic	\$154,900.00
• Perrotto Builders	\$163,500.00
• Balton Construction	\$169,786.00

F. Coatesville Administration Office Renovations Project

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the Mechanical Construction contract for the Administration Office Renovation Project to Cook's Service Company of Avondale, Pa. in the amount of \$74,600.00. Bids were received as follows: (*Enclosure #5*)

• Cook's Service Company	\$74,600.00
• Frey Lutz	\$76,800.00
• GEM Mechanical	\$92,000.00
• Myco Mechanical Inc.	\$65,500.00 (<i>withdrew bid</i>)

G. Coatesville Administration Office Renovations Project

RECOMMENDED MOTION: That the Board of School Directors approves the awarding of the Electrical Construction contract for the Administration Office Renovation Project to Pagoda Electrical, Inc. of Reading, Pa. in the amount of \$59,600.00. Bids were received as follows: (*Enclosure #5*)

• Pagoda Electrical, Inc.	\$59,600.00
• Greg A. Vietri, Inc.	\$63,422.00
• N. Lynch	\$97,900.00

H. Coatesville Administration Office Renovations Project

RECOMMENDED MOTION: That the Board of School Directors approves the quote from Franklin Flooring to clean and/or replace carpeting in the new administration building in the amount of \$31,909.88 under Costars State Contract Number 409457. (*Enclosure #6*)

5. COMMUNITY & STUDENT RELATIONS COMMITTEE (*James Fox, Chair*)

A. Approval to Coach the Big 33 Football All-Star Game

RECOMMENDED MOTION: That the Board of School Directors approves Matt Ortega to be a coach in the Prestigious Big 33 Football All-Star game from June 8th –June 14, 2014 in Hershey, PA.

B. Coatesville Senior High School Spanish Club Trip to Spain, March 26–April 4, 2015

RECOMMENDED MOTION: That the Board of School Directors approves the Coatesville Area Senior High School Spanish Club Trip to Spain for Spanish Students, March 26–April 4, 2015.

- C. **Approval for the Rotary Club of Coatesville use of Multipurpose Stadium**
RECOMMENDED MOTION: That the Board of School Directors approves the Rotary Club of Coatesville to use the Multipurpose Stadium for the “Walk for Water” event in May 2014.
- D. **Permission for Middle School & Community Assemblies on Sexting**
RECOMMENDED MOTION: That the Board of School Directors gives permission to the Rotary Club of Coatesville to present an expert speaker on sexting to our Middle Schools and Community through 3 separate assemblies.
- E. **C.A.S.H.S. Color Guard Trip to Wildwood, NJ for Atlantic Coast Championship**
RECOMMENDED MOTION: That the Board of School Directors approves the C.A.S.H. Color Guard trip to Wildwood, New Jersey for the Atlantic Coast Championship from May 2-4, 2014. (*Confidential Enclosure #7*)
- F. **Student Discipline Hearings**
RECOMMENDED MOTION: That the Board of School Directors approves the following student disciplinary action(s) as recommended. (*Confidential Enclosure #8*)

<u>Student #</u>	<u>Action(s)</u>
14DH12	30 day expulsion and referral to the Alternative Education Program
14DH13	25 day expulsion with in-home instruction
14DH14	30 day expulsion with in-home instruction
14DH15	30 day expulsion with educational provisions
14DH16	10 day suspension
14DH17	20 day expulsion with in-home instruction and 10 day in-school suspension
14DH18	30 day expulsion with educational provisions
14DH19	Expelled for the balance of 2013-14 school year with educational provisions

PUBLIC COMMENT

The Board has requested that all persons making comments of public concern to list their name, address, telephone number and topic(s) on the sheet provided. There is a three (3) minute time limit per person.

Anyone interested in reviewing the public’s comments may contact the Board Secretary to request access to the digital recording. Public comments were made by the following:

- | | |
|-------------------|----------------------|
| 1) Traci Thomas | 5) Erin Scheivert |
| 2) Greg Wynn | 6) Michelle Maffei |
| 3) Ann Wuertz | 7) Rev. Jim Caldwell |
| 4) Dawn Barringer | |

ADDITIONAL BOARD MEMBERS’ REPORTS

- Ms. Thompson will be attending the P.S.B.A. training in Mechanicsburg, PA on April 26th & 27th.
- Mr. Deets recommended revisions to Policy 005.1, Appointment of Solicitor. These changes shall appear on the policy revision review at next month’s meeting.

- Mr. Campbell feels he needs to be more vocal and point out any wrong doings. He has concerns about the misconceptions of the District's legal expenses, and announced yearly totals paid to the solicitor's law firms.

INFORMATION ITEMS

ADJOURNMENT

This meeting was adjourned at 9:31 p.m. on a motion by Neil Campbell and seconded by Diane Brownfield.

Respectfully submitted,
Karen Jackson, Recording Secretary

Ronald G. Kabonick, School Board Secretary

If any Board Member or member of the public wishes to review the minutes verbatim, please contact the School Board Secretary and make arrangements to come to the District Office and listen to the meeting tapes.

May 27, 2014
School Board Meeting

Enclosure #2

Coatesville Area Teacher's Association- Coatesville Area School Board
Tentative Agreement – 2014-2016

- 2014-2015- 1.5% increase to be placed on salary schedule by CATA (all members will stay on step, each step will increase)
- The number of teacher days will decrease by one in-service day, to a total of 189 calendar days for the 2014-2015 and 2015-2016 school year, with no change in salary.
- 2015-2016- 2.9% increase to be placed on the salary schedule by CATA
- All other parts of contract will remain the same.
- Explanation of attritional savings due to retirement or attrition
 1. Any attritional savings due to the retirement or attrition of Bargaining Unit Members from May 1, 2014-May 15, 2016 will be placed back on the 2015-2016 salary schedule.
 2. Attritional savings shall be calculated as the difference between the salary of each actual employee and the salary of their replacement.
 3. In the case of a replacement not found prior to May 15, 2015, the difference will be between the salary of the vacated position and the lowest salary on the Bachelor's column of the salary schedule. In the event that the teacher is not replaced, the full amount of their salary will be placed on the schedule.
 4. CATA will determine the manner in which the attritional savings will be placed back into the salary schedule, and will submit the adjusted schedule to the District by June 1, 2015. The amount will be capped when the attritional savings reaches a 3.1% overall increase from the 2014-2015 to the 2015-2016 salary schedules. If the cap is not yet reached by

May 15, 2015, CATA will submit to the District a second adjustment to the salary schedule by February 1, 2016 if additional attritional savings take place.

James Fox

Deane Brownfield

For Coatesville Area School Board

05/05/14

Date

[Signature]

[Signature]

For Coatesville Area Teacher's Association

5/5/14

Date

May 27, 2014
School Board Meeting

Enclosure #3

AGREEMENT

BY AND BETWEEN

COATESVILLE AREA SCHOOL DISTRICT

AND

TEAMSTERS LOCAL UNION NO. 384

**IN SUBMITTING THESE PROPOSALS THE LOCAL UNION RESERVES THE
RIGHT TO ADD TO, DELETE, MODIFY OR AMEND ANY OF THESE
PROPOSALS DURING THE COURSE OF NEGOTIATIONS**

July 1, 201013 to June 30, 201318

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PREAMBLE

THIS AGREEMENT is made and entered into between the **COATESVILLE AREA SCHOOL DISTRICT**, 545 E. Lincoln Hwy., Coatesville, PA, its successors or assigns, hereinafter referred to as the "Employer", and **TEAMSTERS LOCAL UNION NO. 384**, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union".

ARTICLE 1 NATURE OF AGREEMENT

Section 1.1 The Employer and the Union acknowledge that during negotiations that resulted in this Agreement each had the unfettered right and opportunity to make new demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The parties therefore acknowledge that this Agreement constitutes the full and complete understandings between the parties with respect to all items contained herein and may not be amended, changed or added to during the life of this Agreement except by mutual consent of the parties in writing.

Section 1.2 The Employer and the Union agree that this Agreement will be printed in final form and distributed sixty (60) days after the signing of the Agreement. The District and the Union will share the costs for all printings and there will be a mutual agreement in choosing a printer.

ARTICLE 2 RECOGNITION

Section 2.1 The Employer recognizes and acknowledges that the Union is the sole exclusive representative and bargaining agent for all employees of the Employer (hereinafter referred to as "Employees"), for all classes and/or classifications of employees included in the bargaining unit comprised of full time and regular part-time white-collar non-professional employees including but not limited to secretarial employees, clerical employees, aides, computer technicians, instructional assistants, non-instructional assistants and monitors as defined in the Act, excluding management level employees, supervisors, first level supervisors, confidential employees, professional employees and guards as defined in the Act, as certified by the Pennsylvania Labor Relations Board in case nos. PERA-R-01207-E (PERA-R-12, 152E) and any similar job class and/or classification that may be created during the life of this agreement.

ARTICLE 3 NO DISCRIMINATION

Section 3.1 The Employer and the Union agree that there will be no discrimination against any employee because of race, color, creed, sex, national origin, age or handicap. The remedy for such violation of this section by the Employer or the Union shall be the grievance procedure, as set forth in this Agreement, unless either party has elected an alternative legal or administrative resolution.

Section 3.2 The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his/her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 4
INITIATION FEES, DUES and D.R.I.V.E. DEDUCTIONS

Section 4.1 Members of the Union on the date of this Agreement may continue to elect to have dues deducted from salary.

Section 4.2 All employees of the Employer who join the Union subsequent to the date of this Agreement may elect to have dues deducted from salary. Such dues deduction will be initiated by signed authorization to the Employer at least two weeks prior to a regular scheduled pay. The chief steward and designated alternates will present the Unions dues check-off authorization cards to all new employees.

Section 4.3 Any member of the Union may discontinue dues deduction by signed authorization to the Employer at least fifteen (15) days prior to the expiration of this Agreement.

Section 4.4 Upon filing with the Employer by the Union of a signed authorization from the employees (on the authorization form which has been furnished to the Employer by the Union and made a part hereof by reference), the Employer shall deduct from the pay of each employee who shall have given such authorization, an initiation fee and dues. Such deduction will be made in equal installments, at the frequency of two (2) deductions per month (first and second pay dates per month only).

Section 4.5 In the event there are not sufficient funds in a particular pay from which Union dues would normally be deducted, Union dues shall be deducted from the next calendar pay, which has sufficient funds.

Section 4.6 – D.R.I.V.E. The Employer agrees to deduct the amount designated by the respective employee per pay from employees in the Bargaining Unit for a donation to D.R.I.V.E. upon written authorization by the employee at least two weeks prior to a regular scheduled pay.

Section 4.7 The Employer shall remit initiation fees, dues and D.R.I.V.E. contributions to the Secretary/Treasurer of the Union within seven (7) calendar days from the end of the month in which the deductions are made.

ARTICLE 5
FAIRSHARE

Section 5.1 Employees in the Bargaining Unit who are not members of the Union shall be required to pay a Fair Share Fee as provided in Act 84 of 1988. The Employer and the Union agree to comply with all provisions of said law.

Section 5.2 Employees in the bargaining unit who are not members of the Union shall be required to pay to the Union a "Fair Share Fee" for services rendered as the exclusive bargaining agent. For purpose of this section, "Fair Share Fee" shall mean the regular membership dues required of members of the Union less the cost for the previous fiscal year of activities or undertakings which were not reasonably employed to implement or effectuate the duties of the employee organization as exclusive representative.

Section 5.3 ~~The Employer, on or before September 1st of each year and then semi-annually thereafter, will provide the Union with a list of the most current names, addresses, telephone numbers and hourly pay rates available to the Employer of all bargaining unit members. The Employer will also provide the Union with the name and address and telephone number of any employee hired after September 1 of each contract year, such notice to be provided within thirty (30) calendar days after the date of hire.~~

Section 5.4 By October 31st, the Union shall provide the Employer with the names of employees who are non-members of the Union, the amount of the "Fair Share Fee", and a payment schedule for the deduction of the fee. For employees hired after September 1, of each year, the Union will provide the Employer with the amount of the fee within thirty (30) days after receipt of notice from the Employer of such employees hiring. The Employer will deduct such fee from the paychecks of each non-member in equal installments, at the frequency of two (2) deductions per month (first and second pay dates per month only). All fair share monies deducted by the Employer shall be dispersed to the Union according to law.

Section 5.5 In the event there are not sufficient funds in a particular pay from which fair share fees would normally be deducted, fair share fees shall be deducted from the next calendar pay, which has sufficient funds.

Section 5.6 The Employer shall remit the fees to the Secretary/Treasurer of the Union within seven (7) calendar days from the end of the month in which the deductions are made.

ARTICLE 6 **BARGAINING UNIT WORK**

Section 6.1 Non-bargaining unit members shall not perform work usually performed solely by employees covered by this Agreement except for purposes of instruction and training or in the instances of absences and emergencies. However, non-bargaining unit members may continue to use technology and productivity tools such as, but not limited to, computers and copiers. Non-bargaining unit members may also utilize any techniques and methodology to accomplish their own duties and responsibilities, regardless of whether such techniques or methodology are similar or identical to those utilized by bargaining unit members.

Section 6.2 Non-bargaining unit members shall not be used to displace any bargaining unit employee.

ARTICLE 7 **JOB PRESERVATION**

Section 7.1 For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type presently performed by bargaining unit members will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other group, person or non-unit employee until the Employer and Union have satisfied their obligation of good faith bargaining and except as necessary to comply with the legal rights of any handicapped or exceptional student or the No Child Left Behind Act.

ARTICLE 8 **SUSPENSION OR DISCHARGE**

Section 8.1 The Employer shall not discharge any employee without just cause. The Employer shall have the right to discharge any employee for just cause by the following procedure:

- (a) FIRST OFFENSE – Verbal warning from the supervisor or designee that may be documented in writing.
- (b) SECOND OFFENSE – A letter of warning or suspension from the supervisor or designee stating any further offenses could lead to discharge; copy to the employee; copy to employee's personnel file and a copy to the Union.
- (c) THIRD OFFENSE – A letter of Warning or suspension from the Director of Human Resources stating any further offenses could lead to suspension or discharge; copy to the employee; copy to

employee's personnel file and a copy to the Union.

- (d) FOURTH OFFENSE – After a ~~hearing meeting~~ with the ~~School Board and the Union~~, a letter of notice from the School Board or their designee that the employee has been discharged; copy to the employee; copy to employee's personnel file and a copy to the Union.
- (e) This procedure is a guideline for progressive discipline. The Employer may impose more or less discipline depending upon the offense or factual circumstances.

Section 8.2 The Union may contest any discipline or discharge action through the grievance procedure. However, the Union shall not proceed to arbitration over any matter that the employee has elected to process to a hearing pursuant to 514 of the Public School Code of 1949, as amended or the Local Agency Law (2 Pa. C.S. §551 et seq.).

Section 8.3 The employee or Union may grieve the discharge to the Employer in writing within ten (10) working days from the date of discharge.

Section 8.4 If the Union and the Employer are unable to resolve the appeal as provided for in Section 8.3, then it may be referred to the grievance process at step four (4) of Article 9.

Section 8.5 Any employee discharged must be paid in full for all wages owed by the Employer including earned vacation pay and personal days, if any, within ten (10) working days from the date of the discharge.

Section 8.6 Any disciplinary action must be issued within fifteen (15) calendar days after the Employer has become aware of the alleged violation. In lieu of an official notice or letter of such action, the Employer may file a letter of intent to investigate with the Union and the affected employee.

Section 8.7 Any employee who is counseled by the Employer for an alleged violation of work rules has the right to Union representation.

Section 8.8 Disciplinary letters shall be purged from the employee's file after twenty-four (24) months of consecutive active service passes from the date of the disciplinary letter, or the date upon which the discipline was served, whichever is later. However, disciplinary letters issuing a suspension of five (5) or more days, or a greater discipline including last chance warnings, shall not be purged. Also, any employee who is issued a disciplinary letter within twenty-four (24) months of consecutive active service of the prior disciplinary letter must wait another twenty-four (24) months of consecutive active service for either disciplinary letter to be purged. Any time spent on Long Term Disability or Workers' Compensation shall not be considered active service.

Section 8.9 An employee to be suspended ~~shall~~ may be allowed to remain on the job, without loss of pay unless and until the suspension is resolved under the grievance procedure. If an employee voluntarily terminates his/her employment prior to the resolution of the suspension under the grievance procedure the grievance will be withdrawn. ~~employee shall serve the suspension prior to the last day of work.~~

Section 8.10 The Employer shall have the right to discipline or discharge any employee at any time for just cause. Discipline and/or discharge shall include, but are not limited to the following: theft, falsifying personnel or District records, negligence in taking safety precautions where necessary, excessive tardiness without reasonable excuses, reporting to work under the influence of alcohol or illegal drugs, gambling, sale, possession or use of illegal drugs or intoxicating alcohol on the premises, fighting, use of abusive language or anti-racial or discriminatory remarks, sexual harassment and sleeping on the job.

Section 8.11 Any employee disciplined or discharged for just cause shall receive written notice as to the reason(s) for such action by the Employer at the time such action is taken. Said Written notice shall be sent to the employee, to his/her immediate supervisor, to the Union prior to placement in the employee's personnel file. No material derogatory to any employee's conduct, service, character or personality shall be placed in his/her employee personnel file unless the employee is actually given a copy to review and rebut such material pertaining to same. Employment shall cease for any of the following: Resignation, Discharge for just cause, Failure to report to active duty at conclusion of leaves of absence, Death, and Absence from active duty because of illness for two (2) consecutive years. When an employee asserts that his or her absence from work is necessary because of the employees illness, the District may take reasonable steps, including referring the employee to a health care professional retained by the District or the District's disability or workers' compensation insurance carrier, to confirm that the employee's absence from work is necessary.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 A grievance is a difference or dispute between the Employer and the Union as to the meaning and application of or compliance with the provisions of this Agreement and shall be settled in accordance with the provisions of this Article or Article 8 as warranted.

Section 9.2 Grievances shall be settled in the following manner:

- (a) FIRST STEP – The chief steward or assistant steward shall present a grievance to the Supervisor upon a form provided to the Employer by the Union that is dated and signed by the grievant within ten (10) working days after the occurrence of the event on which the grievance is based. The Supervisor shall provide a written response within ten (10) working days after receiving the written grievance, with a copy to the chief steward.
- (b) SECOND STEP – If the issue is not resolved in the First Step, the chief steward, Business Agent or designee may submit an appeal to Human Resources, within ten (10) working days from receipt of the Employer's written response in the First Step. Human Resources shall provide a written response within ten (10) working days, with a copy to the chief steward and copy to the Business Agent.
- (c) THIRD STEP – If the issue is not resolved in the Second Step, the Business Agent or designee may submit an appeal to the School Board, within ten (10) working days from receipt of the Employer's written response in the Second Step. The School Board or designee shall provide a written response within ten (10) working days, with a copy to the Business Agent.
- (d) FOURTH STEP – If the issue is not resolved in the Third Step, the Business Agent may submit an appeal to an impartial Arbitrator, provided that notice of such appeal is provided in writing to the Employer within thirty (30) working days from receipt of the Employer's written response in the Third Step. The impartial Arbitrator shall be selected by mutual agreement of the parties within fifteen (15) working days following receipt of such notice, or if they are unable to agree within that time, a joint request shall be addressed promptly to the AAA arbitration services or the Director of the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators, from which the parties shall strike out the undesirable names. The decision of the Arbitrator shall be final and binding on both parties; provided however, that the arbitrator shall have authority only to interpret and apply the respective provisions of the Agreement and shall have no authority to add to, detract from or alter its terms. Each party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the Arbitrator shall be borne equally by both parties.

Section 9.3 Only an authorized Business Agent of the Union may invoke the arbitration procedures set forth in Article 9 on behalf of the Union.

Section 9.4 Failure by the grievant or the Union at any level to appeal a grievance to the next level within the specified time limits herein shall be deemed to be acceptance of the decision rendered at that level.

Section 9.5 Any grievance not answered by the appropriate Employer authority within the time limits specified herein shall automatically be referred to the next level of the grievance procedure.

Section 9.6 Time limits provided in this Article may be extended by verbal or written agreement of both parties.

Section 9.7 The Union may initiate any grievance up to step two (2) of this grievance procedure except for discharges which may go directly to step four (4) of the grievance procedure.

Section 9.8 Employees who participate in grievance or arbitration hearings will not suffer a loss of pay or benefits. Employees shall be permitted to attend their own hearings. The Employer and Union will each bear the expense of their own witnesses. In the case of a class action grievance involving more than one (1) bargaining unit member the Union may choose one (1) member to represent the class along with the chief steward.

Section 9.9 There shall be no reprisals of any kind taken by the employer or any agent thereof against any representative, or any member of the Union, or any other participant of the grievance procedure.

ARTICLE 10 STEWARDS AND UNION BUSINESS

Section 10.1 The Employer recognizes the right of the Union to designate a chief steward and assistants. The authority of the chief steward and assistants designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The representation of members of the bargaining unit in meetings with their immediate supervisors in the event that said meetings involve the imposition of discipline.
2. The investigation, process and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement.
3. The transmission of such messages and information, which shall originate with and are authorized by the Union or its officers provided such messages and information (1) have been reduced to writing or (2) if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns or other interferences with the Employer's operation.
4. The Chief Steward shall be granted super-seniority in the event of any lay off of bargaining unit employees.

Section 10.2 The chief steward and designated assistants may only perform the duties and activities set forth in Section 10.1 and have absolutely no authority to take strike action or any other action interrupting the Employer's business, except as authorized by the official action of the Union. The Employer recognizes these limitations upon the authority of the chief steward and assistants and shall not hold the Union liable for any unauthorized act. In the event that the chief steward and assistants exceed the authority defined in Section 10.1, the Employer shall have the authority to impose proper discipline, including discharge.

Section 10.3 The chief steward, or in his/her absence the designated assistant steward, shall be permitted a reasonable time to investigate, present and process grievances on Employer property without the loss of time or pay during the chief steward's regular working hours. Any time spent in handling grievances during the chief steward's, or in his/her absence the assistant steward's, regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the chief steward or assistant steward. The intent of this provision is to afford the chief steward or his/her assistant steward with time off with pay in order to enforce this Agreement.

Section 10.4 In order to enable the Employer to administer the terms of this Article the Union shall provide the Employer with a complete listing of stewards and shall provide updates, within ten (10) calendar days, as changes occur.

Section 10.5 The Employer will provide and permit space on bulletin boards for the use of the Union in each place of work. Posting on such boards are to be confined to official Union business and not adverse to Management's interest.

Section 10.6 Authorized agents of the Union shall have access including parking facilities to visit the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining compliance with this agreement on the condition that such access does not interfere with business operations of the Employer and its employees.

ARTICLE 11 STRIKES AND LOCKOUTS PROHIBITED

Section 11.1 The Union agrees that for the duration of this Agreement, members of the bargaining unit will not engage in a strike or slowdown as that term is defined in the Public Employee Relations Act, known as Act 195, or in Chapter 11-A of the Pennsylvania Public School Code, known as Act 88. The Employer agrees that it will not conduct or cause to be conducted a lockout during the term of this Agreement.

ARTICLE 12 MANAGEMENT RIGHTS

Section 12.1 It is recognized that in addition to other functions and responsibilities which are not otherwise specifically mentioned in this Agreement, the Employer has and will retain the sole right and responsibility to direct the operations of the school district and to determine matters of inherent managerial policy such as but not limited to the following:

1. Functions and organizational structure
2. Selection of personnel
3. Direction of personnel (assignment of job responsibilities)
4. Promulgation and enforcement of policy statements

It is further recognized that such matters of inherent managerial policy as set forth either expressly or by implication in this article constitute matters over which the Employer shall not be required to bargain.

ARTICLE 13 SAVINGS OR SEPARABILITY

Section 13.1 In the event that any provision of this Agreement is held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment

or decree no appeal has been taken within the time provided for doing so, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and negotiations between the parties shall be held within ten (10) business days after such court decision for the purpose of mutually agreeing upon a substitute provision. Notwithstanding the procedures of this paragraph or the results thereof, all other provisions of this Agreement shall remain in full force and effect.

Section 13.2 If the parties do not agree on a mutually satisfactory replacement provision within sixty (60) days after receipt of written notice, either party shall be permitted to submit the issue to an impartial arbitrator in accordance with the arbitration procedures of this Agreement.

ARTICLE 14 **WORKERS' COMPENSATION CLAIMS**

Section 14.1 The Employer shall continue to provide Workers' Compensation protection or the equivalent thereof for all employees.

Section 14.2 An employee who cannot complete their shift because of being injured on the job shall be paid for the balance of that shift at their regular rate. To be eligible, the employee must report the injury as soon as possible to the Employee Services Office or the employee's immediate supervisor the circumstances of the injury.

Section 14.3 An employee using a designated physician for after-care while actively employed, shall be paid for time lost from work to keep follow-up appointments only if such appointments cannot be scheduled outside the employee workday.

Section 14.4 An employee who suffers an injury during the employee workday and who seeks care on the premises the day of the injury, shall not lose pay.

Section 14.5 An employee will receive the sums set forth under the Workers' Compensation Act in the event of an absence as a result of a being injured on the job.

Section 14.6 The Employer shall continue to pay their portion of the costs of health care for employees who are receiving disability payments under the Employer's Workers' Compensation Program as required by the Workers' Compensation Act.

Section 14.7 Employees shall have the option to use sick leave days to make up the difference between a full day of regular pay and workers' compensation pay during the period for which disability payments apply under the Employer's Workers' Compensation Program.

ARTICLE 15 **COMMUNICATIONS, UNION MEETINGS AND BOARD AGENDA**

Section 15.1 – Communications The Employer and representatives of the Union shall meet monthly, during regularly scheduled work hours, at the request of either party, at a mutually convenient time and place, for the purpose of reviewing concerns of either party as to the administration and implementation of this Agreement. The party requesting the meeting will submit the purpose of the meeting and a proposed agenda at the time of the request.

Section 15.2 The Union shall have the right to schedule meetings for Union related purposes in the schools by completing a building use form.

Section 15.3 Mailboxes, interoffice mail services and District equipment may be used by the Union but on the individual's own time and not while they are being compensated by the School District. The exception shall be the chief steward and the designated assistants as per Article 10 of this Agreement.

Section 15.4 – Copy of Agenda ~~The District will make available a copy of the monthly public agendas of its Board Meetings to the Chief Steward no less than twenty four (24) hours prior to its next regularly scheduled meeting.~~ The District will publish a copy of the of the agenda of each Board Meeting on the District's web site as soon as it becomes available.

Section 15.5 ~~The District will send a copy of the School Board minutes to the Chief Steward within fifteen (15) calendar days of the School Board's approval of the minutes.~~ The District will publish a copy of the School Board minutes within fifteen (15) calendar days of the School Board's approval of the minutes.

ARTICLE 16 PROBATIONARY EMPLOYEES

Section 16.1 An employee shall be a probationary employee until he or she has worked for the Employer for ninety (90) calendar days.

Section 16.2 After completing a probationary period of ninety (90) calendar days, an employee shall gain seniority status and his or her seniority date on the seniority list shall revert to the first day of the probationary period.

Section 16.3 The probationary period shall not be used to avoid hiring additional regular employees.

Section 16.4 An employee who is filling his or her probationary period shall work under the terms of this Agreement with the exception that both parties recognize that his or her employment is on a trial basis; and he or she may be transferred, demoted, terminated, suspended, or otherwise disciplined by the Employer for any reason and such shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 16.5 Probationary employees are only eligible for medical benefits as provided in this Agreement after sixty (60) calendar days.

ARTICLE 17 SENIORITY

Section 17.1 Seniority shall prevail, except as specifically delineated in this Agreement.

Section 17.2 – Definition

- (a) Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any permanent full time or any permanent part-time capacity by the District in this bargaining unit.
- (b) An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her most recent hiring.
- (c) No employee may receive more than one (1) year of credit for each school year of service.
- (d) In the event of a tie in seniority, determination will be by date of hire, Board appointment date, or if necessary, by a mutually agreed method.

Section 17.3 – Seniority Shall Be Broken When An Employee:

- (a) Quits, resigns or takes a job elsewhere when his/her regular work is available;
- (b) Is discharged for just cause;
- (c) Is laid off or absent for illness for a period of twenty-four (24) consecutive months;
- (d) Fails to report for work following recall from layoff within seven (7) working days or following recall from a decision of an arbitrator reinstating an employee who was discharged within three (3) working days after being notified by mail at the last address in the Employer's records;
- (e) Fails to return following the end of a leave of absence or sick leave unless the employee presents a Doctor's note or documentation of an emergency to the Employer.

Section 17.4 – Lay-off If it becomes necessary to reduce the Employer's work force for any reason, the following shall apply:

- (a) The Employer shall furnish the Union with all pertinent information, including copies of documents used in making determinations relevant to layoffs.
- (b) A part-time employee may not bump a full time employee, but may only bump into a part-time job with an equal to or lower number of hours, provided the employee possesses the necessary job qualifications.
- (c) Reduction in force shall be by job classification.
- (d) Probationary employees within the job classification shall be the first ones affected.
- (e) After probationary employees, bargaining unit seniority shall apply in job classification.
- (f) Employees scheduled to be laid-off in a job classification may use bargaining unit seniority to displace the least senior employee in another job classification provided the laid-off employee has the necessary job qualifications.
- (g) In the event an employee is scheduled to be laid-off in one job classification and there exists a vacant position or a position filled by a probationary employee in another job classification then bargaining unit seniority shall prevail in assigning such employee to be laid-off to such vacant position or position filled by the probationary employee provided the laid-off employee(s) have the necessary job qualifications.
- (h) The Employer shall give all affected employees ten (10) working days written notice of lay-off, with a copy to the Chief Steward and the Union.
- (i) No new appointments shall be used to fill vacancies or perform any bargaining unit work while there is a qualified laid-off employee available to fill such vacancy.
- (j) All laid off bargaining unit members shall sign up for the Employer's substitution list to be eligible for substitution positions.
- (k) Preference shall be given to laid off bargaining unit members according to seniority and qualifications when substitutes are offered assignments from the substitution list.

Section 17.5 – Recall Employees shall be recalled in the reverse order from which they were laid-off under the following conditions:

- (a) Probationary employees laid-off have no recall privileges.
- (b) Notice of recall will be sent by certified mail to the employee's last known address. It is the employee's responsibility to provide the Employer with their current address. A copy of all recalled employees shall be given to the chief steward within ten (10) working days of recall.
- (c) Refusal to accept recall to other than a position of equal or greater scheduled hours in the employee's classification of work shall not constitute a waiver of recall rights or result in a break or loss of seniority. Laid off employees shall retain rights to their original laid off position for the eighteen (18) month period or the length of continuous service, whichever is less.
- (d) If a position that was eliminated is reinstated, the bargaining unit member that was laid off shall have the first option to fill the vacancy for a period of eighteen (18) months or the length of continuous service, whichever is less.

Section 17.6 – Vacancies

- (a) A vacancy shall be defined as any employment classification or any position covered by this Agreement that is not presently being filled by virtue of an employee's retirement, resignation, termination or promotion to another bargaining unit job classification other than reduction in force. Additionally, a vacancy shall also include any newly created employment job classifications of the bargaining unit.
- (b) Notice of job openings for any existing vacancy shall be posted on the bulletin boards in each school building and other locations. Said notices will also be sent to the chief steward.
- (c) All notices of job openings within the bargaining unit shall be posted on the bulletin boards for a period of ten (10) working days. Those employees (internal applicants) who wish to apply for said open jobs must notify the Director of Human Resources in writing by the date the posting ends.
- (d) All vacancies will be filled as soon as possible after the expiration of the official position posting. Vacancies will be filled based on the skill and ability of the applicants. When skill and ability are equal, bargaining unit seniority shall control.
- (e) If no employee applies for any specific job opening, or if no employee agrees to be recalled to any specific job opening, the Employer may recruit externally to fill the job.
- (f) All internal applicants shall be given a written reason, from the Human Resources department within five (5) work days, stating why they did not receive the posted position.

Section 17.7 – Job Postings

- (a) The posting shall contain the minimum qualifications, skill requirements, hours/wages, building location, testing requirements (if required) and job description if applicable.
- (b) If a position posting does not contain a statement of Minimum qualifications and skill requirements, all candidates shall be considered equally qualified, and the most senior internal applicant shall be appointed to the position.

(c) When skill and ability of applicants are equal, bargaining unit seniority shall control.

Section 17.8 Any employee on the seniority list who is absent because of illness or injury shall continue to accrue seniority during such absence.

~~Section 17.9 Within thirty (30) calendar days after signing this Agreement and semiannually thereafter, the Employer shall post seniority lists in a conspicuous place and shall mail a copy to the chief steward. The list shall consist of the employees covered by this Agreement arranged according to their classification seniority. Semi-annually thereafter, the Employer shall mail to the Union a master bargaining unit seniority list comprised of all the employees with start dates, addresses and phone numbers and their hourly rates, currently available to the Employer, covered under this Agreement.~~

ARTICLE 18 HOURS OF WORK AND OVERTIME

Section 18.1 The regular workweek for full time employees shall be based on seven (7) or more hours per day, Monday through Friday. However, see Section 18.2(b) below.

- (a) Employees may leave the premises during the lunch period.
- (b) In the event an employee's lunch period is interrupted by the appropriate supervisor, the employee shall be paid for the remainder of the lunch break for which the employee works.
- (c) Hours of work include a minimum of one-half ($\frac{1}{2}$) hour uninterrupted and unpaid lunch.

Section 18.2

(a) A full time employee is defined as an employee whose assigned position is scheduled to work at least seven (7) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year.

(b) However, those employees who have been continuously employed in the bargaining unit since on or before June 30, 2007 and are classified as full-time employees (because they have been scheduled to work at least five (5) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year) shall continue to be classified as full-time employees as long as they continue to work in the bargaining unit at least five (5) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year.

Section 18.3 A part-time employee is defined as an employee whose assigned position is scheduled to work less than seven (7) hours per day or for less than one hundred and eighty (180) days during the fiscal year. However, see Section 18.2(b) above.

Section 18.4 All employees shall be provided annually with a salary information slip. ~~Each salary slip will provide:~~ The information provided shall include:

- (a) Employee's name, school, classification and District employment date.
- (b) Hourly rate, number of hours worked and number of days worked.
- (c) Total salary, total pays = gross/pay.
- (d) Employment status. (Full-time pupil days – total number of days, plus paid holidays, vacation, sick leave and personal leave).

There will be a thirty (30) working day period for examination of the salary slip by the employee for the

purpose of notifying the Supervisor of Human Resources of any discrepancy by the employee.

Section 18.5 Hours of work assigned or number of days worked to positions shall not be changed in an arbitrary or capricious manner so as to avoid employee eligibility for benefit programs.

(a) The District may permanently increase an employee's hours based on need if mutually agreed upon by the employee and Union.

Section 18.6 Full time employees shall receive two (2) paid fifteen (15) minute breaks per day. All part time employees who work at least four (4) hours per day shall receive one (1) paid fifteen (15) minute break per day.

Section 18.7 Time worked in excess of eight (8) hours a day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the straight time hourly rate of pay.

Section 18.8 Time worked on Saturday will be paid at one and one-half (1½) times the straight time hourly rate.

Section 18.9 Time worked on Sunday will be paid at one and one-half (1 ½) times the straight time hourly rate. ~~two (2) times the straight time hourly rate.~~

Section 18.10 Time worked on Holidays as recognized in this Agreement will be paid at two (2) times the straight time hourly rate.

Section 18.11 Whenever an employee is required to perform an unscheduled emergency call-in, the employee shall be guaranteed four (4) hours or the actual time worked, whichever is greater and paid at one and one-half (1½) times the straight time hourly rate.

Section 18.12 Overtime shall be administered in the following manner:

- (a) Employees will be asked to work overtime based on the work requirements.
- (b) If no employee in the building accepts the overtime, the Employer may ask other employees, based on work requirements, to accept the overtime work.
- (c) In the event that no one accepts the overtime offering then the Employer may assign bargaining unit employees, use temporary, substitute or supervisory workers for the overtime work. In the event of assignment, it shall be made in the inverse order of seniority and based on work requirements.

Section 18.13 There shall be no duplicating or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

Section 18.14 Employees shall have established starting and ending times of work as scheduled by the District Superintendent or his/her designee subject to change with ten (10) work days notice to the affected employees.

Section 18.15 The Employer and the employee may at any time mutually agree to shift hours of work by starting earlier or later than the regularly scheduled starting and ending times without the notice provision in Section 18.14.

Section 18.16 If an emergency condition, such as snow, serious accident or fire, etc., should result in the closing, delayed opening, or the early closing, the beginning and/or end of the work day will be adjusted in

accordance with the delay. No deduction in pay shall occur as a result of these conditions. Such lost time will not be made up during the school year. When schools are closed due to emergencies, all two hundred and fifty (250) day secretaries will report when it is safe to do so. On late openings, two hundred and fifty (250) day secretaries will report when it is safe to do so. Aides and other support staff's starting time will be adjusted in accordance with the delay (ie., one (1) hour delay or two (2) hour delay). Early closings, two hundred and fifty (250) day secretaries may leave when the district announces they can leave. Aides and other support staff will leave thirty (30 minutes) after all students have been dismissed. Two hundred and fifty (250) day secretaries may use vacation days, sick days, or personal days in the event school is closed for snow. In the case of a State of Emergency, all employees are off.

ARTICLE 19 PERSONNEL FILE

Section 19.1 ~~An employee in the Bargaining Unit shall have the opportunity to review his/her personnel file upon request. To facilitate this process, the employee may make an appointment with the Human Resources Office. Employees will have the right during regular office hours to inspect their own personnel files. However, the employee shall not have the right to remove the file or any of its contents from the Human Resources Office. To facilitate this process, the employee should make an appointment with the Human Resources Office.~~

Section 19.2 The employee shall receive written notification within five (5) business days of any evaluations or reprimands, which are placed in his/her file. A notation on the employee's copy of the document indicating that a copy has been placed in the personnel file shall be considered adequate notification. Letters of commendation may be included in the employee's personnel file. The parties agree that certain personal information, which includes academic references and other similar documents of privileged nature are exempt from the foregoing inspection. If an employee's personnel file, or any of its contents, is subpoenaed in accordance with law, the employee shall be immediately notified, and may have a copy of the subpoena upon request unless prohibited by law.

ARTICLE 20 LEAVE OF ABSENCE

Section 20.1 Upon written application to the Employer, an employee may be granted a personal leave of absence without pay not to exceed one hundred eighty (180) days. Such personal leave may be extended for a period not to exceed an additional one hundred eighty (180) days upon approval of the Employer.

Upon return from an approved leave of absence the employee will be assigned to the previously held position, if available.

Section 20.2 Upon written application to the Employer, an employee may be granted a medical leave of absence for illness or maternity without pay. The employee may continue their benefits as follows:

- (a) When an employee giving birth to a child has no other applicable medical insurance, the coverage in force at the time the employee becomes incapacitated as a result of the impending birth, as verified in writing by the attending physician, will continue from the start of incapacitation until the end of the month of the birth of the child or the end of the month of the discharge from the hospital of the employee and child for causes related to the pregnancy of that employee, whichever extends later.
- (b) Upon return from an approved leave of absence the employee will be assigned to the previously held position, if available.

~~Section 20.3~~ Upon written request, the employee may be granted a leave of absence without pay for the purpose of caring for a pre-school child, adopted child or newborn infant. The conditions controlling this type of leave are as follows:

- ~~(a) Whenever possible, the employee shall give the District thirty (30) calendar days notice of such leave. When this is not possible, the request shall be submitted as soon as it can be with the leave not to commence prior to the acceptance of custody or occurrence of natural birth.~~
- ~~(b) The leave shall terminate no later than the beginning of the school term in the calendar year following the calendar year in which the leave began.~~
- ~~(c) Upon return from an approved leave of absence the employee will be assigned to the previously held position, if available.~~

~~Section 20.34~~ The Employer shall comply with the terms of the Family and Medical Leave Act (F.M.L.A.).

~~Section 20.45~~ The Employer agrees to grant up to a total of seven (7) work days per year of leave, without discrimination or loss of seniority rights and with pay, to employees designated by the Union to attend labor conventions, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. Seven working days shall be defined as one individual absent for seven (7) work days; seven individuals absent for one (1) work day; or any combination which equal a total of seven (7) work days per fiscal year. The Union further agrees that, in making its request for time-off for Union activities, due consideration shall be given to the number of persons affected. The Employer shall not be required to approve such request if it interferes with the efficiency of the workforce.

~~Section 20.56~~ The Employer agrees to grant leave, without discrimination or loss of seniority rights and without pay, to employees designated by the Union to serve in any capacity as an official of the Union, provided thirty (30) calendar days written notice is given to the Employer by the Union, specifying length of time off.

~~Section 20.67~~ Any employee on an approved paid leave of absence or F.M.L.A. leave shall continue to receive insurance benefits through the Employer. All eligible bargaining unit members, while on approved unpaid leave of absence authorized by this agreement, may at their option and expense, continue their health, disability, and life insurance benefits.

- ~~(a) Programs eligible for such enrollment shall be only those provided for employees on active duty.~~
- ~~(b) The insurance carrier permits such enrollment.~~

~~Section 20.78~~ Employee on an approved leave or FMLA leave shall continue to accrue service credit for seniority purposes.

~~Section 20.89 – Attendance at Conferences~~ Attendance at conference will be based on the pre-approval of the employee's immediate supervisor or the approval of the Superintendent or his/her designee, with expenses not to exceed \$500.00 per person to be paid by the District. Conference attendance will not be deducted from the employee's sick leave, personal day or any other leave.

ARTICLE 21 PERSONAL LEAVE

~~Section 21.1~~ Employees shall be granted ~~two (2)~~ three (3) paid personal days per year, cumulative, and not more than five (5) to be used during any one school year. Employees, who work four (4) hours or less per day, or less than twenty-five (25) hours per week, shall be given ~~one (1)~~ two (2) personal days per year, cumulative, not more than five (5) to be used during any one school year. Personal days may be denied if

requested the day before or after any district scheduled holidays.

Section 21.2 Personal days should be requested in writing to the immediate supervisor three (3) business days in advance of the date(s) requested. In the case of emergency, as determined by the immediate supervisor, the three (3) day notification will be waived.

Section 21.3 A "paid personal leave day" for pay purposes shall be defined as the current hourly rate of pay, excluding any overtime, times the number of regularly scheduled hours of work per day for the employee.

Section 21.4 All retiring employees with the Coatesville Area School District shall receive an amount determined by one-third per diem rate or \$60.00, whichever is higher for all unused personal days.

ARTICLE 22
SICK LEAVE DAYS

Section 22.1 Employees in the bargaining unit shall be entitled to paid sick leave as set forth hereinafter:

- (a) Sick leave allotments shall be credited to each employee on July 1st of each year. Employees must start the fiscal year or school year off working in order to start using sick days.
- (b) Sick leave shall be accumulative from year to year without limit.
- (c) All or any part of such unused, accumulated sick leave may be used in any one-contract year. The Employer may, in its discretion, require a doctor's note for any absence(s) of three or more consecutive days. If a sick day is taken the day prior to or the day immediately after any district scheduled holidays then a doctor's note may be requested.
- (d) Each employee in the bargaining unit shall be provided sick leave. A leave of absence for sick leave is for the employee's personal illness or illness in the immediate family.

Work Year	Sick Leave
12 month employees	12 days
10, 10 ½ month employees	10 days
9, 9 ½ month employees	10 days
4 hours per day	4-5 days
3 hours per day	3-4 days
2 hours per day	2-3 days
Less than 2 hours per day	1-2 days

- (e) A "paid sick leave day" for pay purposes shall be defined as the current hourly rate of pay, excluding any overtime, times the number of regularly scheduled hours of work per day for the employee. For example, an employee who regularly works two (2) hours per day will be entitled to ~~two (2)~~ ~~three (3)~~ sick leave days of two (2) hours per day and an employee who regularly works less than two (2) hours per day will be entitled to ~~one (1)~~ ~~two (2)~~ sick leave days equal to the average amount of hours worked by the employee and not to exceed two (2) hours.
- (e)(f) The exception to Section 22.1(e) is that the Employer will pay severance pay to an employee who retires under the provisions of the Public School Employees Retirement System. The employee shall be paid \$35.00 for each banked sick day as of July 1, 2006.

Section 22.2 – Reimbursement of non-use of sick leave days The following cash payment will be paid for non-use of sick leave days for all employees. Such payment shall be made after the close of the school year based on the number of sick days not used in each particular school year, on or before August 15 of each year, or upon final receipt of all absence forms submitted to the payroll department. This payment shall be for the period July 1st to June 30th of each year. This article does not negate the right to accumulate sick days pursuant to the other provisions of this Agreement. If an employee takes days off without pay in addition to the use of sick leave days that will negate the employee’s right to receive the annual bonus for the non-use of sick leave days. Paid personal leave days, bereavement leave, jury duty or paid holidays in accordance with the school district calendar will not affect the employee’s right to receive his/her annual bonus. A day donated to join the Sick Bank does not count as use of a sick day.

12 MONTH EMPLOYEES WORKING 8 HOURS PER DAY

<u>Sick Days Taken</u>	<u>Annual Bonus</u>
0	\$600.00
1	\$450.00

ALL OTHER EMPLOYEES

<u>Sick Days Taken</u>	<u>Annual Bonus</u>
0	\$500.00
1	\$350.00

ARTICLE 23
BEREAVEMENT LEAVE/CRITICAL ILLNESS

Section 23.1 Whenever an employee shall be absent from duty in the event of a death in the employee’s immediate family, there shall be no deduction in salary of said employee for an absence not in excess of five (5) school days.

Section 23.2 Members of the immediate family shall be defined as husband, wife, children, grandfather, grandmother, grandchildren, mother, father, brothers, sisters, son-in-law, daughter-in-law, parent-in-law, step-parents, or relative who resides in the same household, or any person with whom the employee has made their home.

Section 23.3 Whenever an employee is absent because of the death of a near relative of the employee or spouse, there shall be no deduction in salary of said employee for the one day absence. A near relative shall be defined as the employee’s or their spouse’s cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

Section 23.4 Five (5) days absence will be allowed for critical illness. The allowance for critical illness cannot exceed more than five (5) days of critical illness per year per member of the immediate family, regardless of the number of critical illnesses that occur to the particular family member. This allowance cannot be accumulated from year to year. Critical illness means illness the attending physician considers sufficiently serious to require the bargaining unit member’s presence at the bedside. (The Human Resources Office reserves the right to require a statement from the attending physician to substantiate critical illness.

ARTICLE 24
SERVICES IN COURT

Section 24.1 Employees in the bargaining unit who are summoned to jury duty will be granted paid leave, as follows: Employees shall be paid at their per diem rate less any payment received for jury service, excluding mileage reimbursement. Employees in the bargaining unit who are subpoenaed for a non-school related issue will not be paid but may use their own personal days.

ARTICLE 25
HOLIDAYS

Section 25.1 Employees are entitled to paid holidays in accordance with the School District calendar as adopted by the School Board.

Section 25.2 A "paid holiday" for pay purposes shall be defined as the current hourly rate of pay, excluding any overtime, times the number of regularly scheduled hours of work per day for the employee.

Section 25.3 If a holiday falls during an employee's vacation, the employee shall be granted another vacation day mutually agreed upon by the Employer and employee.

Section 25.4

- (a) Twelve Month Employees shall be paid for ten (10) holidays, which include: July 4th, Labor Day, Thanksgiving Day and the Day after, Christmas Day and the Day after, New Year's Day, Martin Luther King Day, Good Friday and Memorial Day. ~~(The assistant R.O.T.C. Instructor's salary for twelve months does include consideration for paid holidays.)~~
- (b) Ten and Ten and One Half Month Employees shall be paid for nine (9) days, which include: Thanksgiving Day and the Day after, Christmas Day and the Day after, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day and Labor Day.
- (c) Nine and Nine and One-Half Month Employees shall be paid for eight (8) holidays, which include: Thanksgiving Day and the Day after, Christmas Day and the Day after, New Year's Day, Martin Luther King Day, Good Friday and Memorial Day. If the School term begins prior to September 1st, Labor Day shall be considered a paid holiday.

Section 25.5 The employee must work, or be on approved leave (including sick, personal, vacation or an excused leave with a doctor's note) on the day before or after a holiday to be compensated for the holiday.

ARTICLE 26
VACATION

Section 26.1 Employees in the bargaining unit will be granted paid vacation as follows:

Section 26.2 Vacations shall be granted in one-half (½) workday increments at the employee's request.

Section 26.3 Vacations are earned one fiscal year and taken the next. Vacations are granted for service as calculated on July 1 (not the anniversary date).

Section 26.4 A "paid vacation day" for pay purposes shall be defined as the current hourly rate of pay,

excluding any overtime, times the number of regularly scheduled hours of work per day for the employee.

Section 26.5 As of July 1, 2003 all permanent full-time 12 month employees shall be granted paid vacations in accordance with the following schedule:

- Five (5) paid vacation days after one full fiscal year of employment.
- Ten (10) paid vacation days after two through four fiscal years of employment.
- Fifteen (15) paid vacation days after five through fourteen fiscal years of employment.
- Twenty (20) paid vacation days after fifteen through twenty-four fiscal years of employment.
- Twenty-five (25) paid vacation days after twenty-five fiscal years of employment.

Section 26.6 Ten and one-half (10½) month employees shall receive paid vacations as follows:

- Five (5) paid vacation days after one full fiscal year of employment.
- Ten (10) paid vacation days after two fiscal years of employment.
- Twelve (12) paid vacation days after twenty fiscal years of employment.

Prior to the first day of school, ten and one-half (10½) month employees may opt out of their vacations, in writing to the Employer with a copy to the Union, in any year and receive a twenty-five cents (\$0.25) per hour pay increase.

Section 26.7 All employees shall be paid for up to two (2) weeks of unused vacation time at the end of the school year. Each day shall be paid at their normal rate as set forth in Section 26.4.

Section 26.8 All vacation leave must be scheduled and approved at least five business days prior to the beginning of the vacation day.

ARTICLE 27 REIMBURSEMENT FOR STUDY/SKILL DEVELOPMENT

Section 27.1 The Employer shall reimburse employees at the rate of seventy-five percent (75%) for certain costs incurred in study or other activities embarked upon for the purpose of maintaining, improving or increasing current skills, developing new skills and one-hundred per cent (100%) for required training by any state or federal agency. The reimbursement costs are limited to enrollment fees (tuition) paid to the institution or organization, which provided the instruction or conducts the activity in which the employee enrolls. All courses must be pre-approved by the supervisor and the Assistant Superintendent or designee. An employee can be reimbursed for (12) twelve credits per fiscal year.

Section 27.2 Courses or activities may be for college credit at institutions whose credits are approved by the Pennsylvania Department of Education, or courses required to maintain certification for positions held in this School District, or that are in the areas of work for which the employee seeks skill maintenance, enhancement, or development.

Section 27.3 Reimbursement will be made to employees who are still members of this bargaining unit and who are still employed by the district regardless of employee's employment status after submission of a certified transcript showing evidence of satisfactory completion of a course with a grade of "B" or better. In instances where study/skill development is approved in institutions or organizations, which do not give a grade, the employee must provide evidence of satisfactory completion of the course or activity. In any case, written proof of payment must be submitted within ninety (90) days of course completion; otherwise the tuition refund to which the employee is entitled, shall not be required to be made until the next fiscal year of the school district.

Section 27.4 The District must offer workshops in related computer application skills on a yearly basis. Examples of these workshops include but not limited to spreadsheet solutions, word processing, data base applications and others that may apply. When such workshops are given, the employees will get reasonable notice of at least one week.

ARTICLE 28
EVALUATION

Section 28.1 Every employee may be evaluated annually, or as necessary, by the supervisor designated for the position. A conference shall be conducted with the employee to discuss the evaluation. The employee shall be provided a copy of any evaluation report prepared by the supervisor. No employee shall be required to sign a blank or incomplete evaluation form or report. An employee's signature on a completed evaluation form or report means only that the employee has reviewed the evaluation.

ARTICLE 29
DEPARTMENTS, JOB CLASSIFICATIONS AND JOB TITLES

Section 29.1 Job titles contained within each job classification are as follows: See Appendix A.

ARTICLE 30
WAGES (HOURLY RATES) AND JOB CLASSIFICATIONS

Section 30.1 The following percentage (%) increases to the hourly rate shall be implemented on the dates noted below:

Job Classifications	7/1/1013	7/1/1114	7/1/1215	7/1/16	7/1/17
All	3% 1.2%	3.25% 1.2%	3.25% 1.2%	1.2%	1.75%

*Retroactivity for all wage rates will revert back to July 1, 2013.

Section 30.3 Effective July 1, 2010, the following shall be the Minimum Salary (hourly rate) levels for each Job Title within the following seven (7) Job Classifications. (See Appendix A for a list of the Job Titles within each Job Classification.)

	Job Classification	Minimum Salary (Hourly Rate)
1.	Licensed Nurses (Health Aides/Assistants)	\$16.50 \$18.50
2.	Educational Secretaries	\$15.50
3.	All Other Secretaries	\$15.00
4.	PC Support Specialist/Technology	\$14.00
5.	Special Educational Aides	\$12.50
6.	Paraprofessional Aides	\$10.50
7.	Building Aides/Cafeteria/Playground Aides	\$9.50

ARTICLE 31
OTHER TERMS AND CONDITIONS

Section 31.1 – Permanent Changes in Classification When an employee is voluntarily assigned to a different rated job classification, the employee shall be paid the rate appropriate to the new job classification. Said rate shall be payable for the date the change occurred. This could result in an hourly rate increase for any employee.

No employee can be involuntarily transferred to any other job classification or job title.

Section 31.2 – Temporary Assignment/Higher Rated Classification Employees who are temporarily assigned to a different rated classification and required to perform the duties of that classification shall be paid at the rate for the higher classification for the hours worked in that position. Including but not limited to day, week, month, and year.

Section 31.3 – Temporary Assignment/Lower Rated Classification Employees temporarily assigned to perform the tasks in a lower classification shall suffer no loss of pay as a result of such assignment.

Section 31.4 – New Classification If any new classification and/or position is created, the employer shall notify the Union for the purpose of negotiating the salary for the new classification and/or position. If agreement is not reached within ten (10) working days from commencement of negotiations, the matter shall be referred to arbitration as provided in Step 4 of the Grievance Procedure.

Section 31.5 – Mileage Reimbursement When employees utilize private vehicles in conjunction with District activities, and are so authorized by the District, the mileage compensation shall be the prescribed rate approved for business expense deductions for Federal Income Tax purposes. ~~The effective date for mileage reimbursement rate changes shall be July next following the announcement of any change in the mileage reimbursement rate for Federal Income Tax purposes.~~

Section 31.6 – Pay Practice Any employee scheduled to be paid fewer than twenty-six (26) bi-weekly periods, may elect to receive twenty-two (22) bi-weekly pays by submitting such request in writing to the Personnel Office by the first day in June for the upcoming fiscal year. The previous pay schedule for the employee shall remain in effect until the Human Resources Office is notified by the employee in writing for the upcoming fiscal year of change.

Section 31.7 – Most Favored Nation Clause If the employer unilaterally grants a new fringe benefit or an improvement in an existing fringe benefit to any other bargaining units, the Employer shall automatically grant the same increase or benefit to the employees covered by this agreement. It is understood that this pertains to fringe benefits only and not salary or any other terms or conditions.

Section 31.8 No member of this bargaining group shall be paid an hourly rate less than the Federal Minimum Wage.

Section 31.9 All employees are required to report to the Personnel Office any change in the employee's personal information that was originally given on the employee's employment application, such as a change of address, telephone number, and any changes to the employee's benefits information. The Employer will not be liable for any loss of benefits due to the employee's incomplete or incorrect employee information. This section is not intended to remove or waive any benefits that bargaining unit members have accrued during service to the Employer.

(a.) All employees are required to immediately report to the Personnel Office any reportable event pertaining to the employee in conjunction with PA Act 82 and the Pennsylvania Department of Education's Form 6004 (PDE 6004).

Section 31.10 Members of the bargaining unit who work additional days over their scheduled work year at the request of management shall receive their normal straight time hourly rate. This section is subject to the language in Sections 31.2 and 31.3.

Section 31.11 – Safety and Health Employees shall not be subjected to unsafe or hazardous conditions at their work site or be required to perform tasks that endanger their health or safety during the specified workday.

ARTICLE 32
PENSION

Section 32.1 Employees shall be provided pension benefits as provided by the Pennsylvania Public School Employees Retirement System (PSERS).

ARTICLE 33
HEALTH, WELFARE AND LIFE INSURANCE

Section 33.1 The following fringe benefits only cover employees in this bargaining unit whose assigned position is scheduled to work at least seven (7) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year; however, those employees who have been continuously employed in the bargaining unit since on or before June 30, 2007 and are classified as full-time employees (because they have been scheduled to work at least five (5) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year) shall continue to be classified as full-time employees so long as they continue to work in the bargaining unit at least five (5) hours per day, five (5) days per week, and for at least one hundred and eighty (180) days during the fiscal year. See Article 18, Section 18.2(a) and 18.2(b). The employee shall pay the portion (5%) of the health care "premium" as outlined below through payroll deduction, and the Employer shall pay the balance, ninety-five (95%) percent, of the premium.

Year of Contract	Member (Employee) Contribution For: Individual Coverage	Member (Employee) Contribution For: Family Coverage
7/1/10 – 6/30/11 7/1/13 – 6/30/14	5%	5%
7/1/11 – 6/30/12 7/1/14 – 6/30/15	5%	5%
7/1/12 – 6/30/13 7/1/15 – 6/30/16	5%	5%
7/1/16 – 6/30/17	5%	5%
7/1/17 – 6/30/18	5%	5%

Coverage's Include:

1. Hospitalization, Medical-Surgical Benefits/Major Medical – Employee and Family
2. Prescription Drug Plan – Employee
3. Dental Plan – Employee and Family
4. Vision Plan – Employee and Family

Coverage's Paid by the School District at One hundred (100%) percent

1. Term Life Insurance
2. Income Protection
3. Tax Scheduled Annuity Plan
4. Continuation of Insurance
5. Severance Pay
6. Workers Compensation

~~Section 33.2 All eligible members of the bargaining unit, while on an unpaid leave of absence, authorized by this agreement, may, at their option and expense, continue their health, disability, and life insurance~~

~~benefits. Members on an approved unpaid leave of absence covered by FMLA may continue their health, disability, and life insurance benefits at their usual deduction.~~

Section 33.23 – Insurance Types

1. Hospitalization, Medical-Surgical, Major Medical/Dental Benefits The Coatesville Area School District will provide a Hospitalization Plan, a Medical-Surgical Plan, and Supplemental Major Medical Insurance (maximum \$2,000,000) for all members of the bargaining unit as a package program (existing coverage) or its equivalent. The School Board will provide for employee coverage and for family coverage. The retired employee is permitted to purchase hospitalization through the District group until the retiree reaches age 65 (special class). The spouse of the retired employee is permitted to continue to purchase District group coverage, until the spouse becomes age 65 (special class). If made available by the carrier, such individuals will also be permitted to purchase, in accordance with the above, other insurance benefits made available to bargaining unit members.
2. Prescription Plan A \$10.00 (brand), \$5.00 (generic), \$10.00 (mail order) co-pay per the prescription plan will be in effect for the life of this Agreement.
3. Vision Plan The Coatesville Area School District will provide up to two hundred (\$200.00) dollars per calendar year for the usual, customary and reasonable fees for vision care services, including eye refractions, eyeglasses, contact lenses, or the vision examination for prescribing, or fitting eyeglasses or contact lenses; where recommended and approved by a physician or optometrist. This is subject to the exclusions and limitations listed in the “Summary of Plan Description”.
4. Term Life Insurance The District will shall provide a Term Life Insurance, including Accidental Death and Dismemberment, equal to the twice (2X) the base salary (rounded down to the nearest \$1,000.00 for full-time employees) up to a limit of one hundred and twenty five thousand (\$125,000) dollars.
5. Income Protection for Long Term Disability Full-time employees only:

Sickness Benefits 2 years Accident
Benefits – to age 65

Effective July 1, 2006:

The employee will receive 66-2/3% of the first \$4,500.00 monthly salary with the base salary prorated over twelve (12) months.

Benefits begin on the 61st calendar day following the disability.

- i. Accumulated sick leave must be used to reduce or eliminate this 60-day period. The School Board will pay \$50.00 a day for the remainder (if any) of the 60-day period.

(A physician approved by the Board and Union must provide a statement attesting to the employee’s long-term disability to qualify for this provision.)

- ii. Sick Leave Utilization – The following benefit plan is available to insured employees as an alternative to receiving the standard Total Disability benefit under the policy. The insured employee may elect to receive either:

1. Full total Disability benefits under the policy, or
2. Sick leave from the participating employer. If [2] is elected, then each full day of remaining sick leave must be taken for each working day of Total Disability. Payment at the rate of the Minimum Benefit for Total Disability shall also be made while sick leave is payable and the Minimum Benefit shall not be more than the Maximum Monthly Benefit for Total Disability.
- iii. Salary after the five (5) year period for sickness will be a mutual decision of the Union and Employer. Subject to the grievance procedures as outlined in this Agreement.
- iv. Eligibility for these benefits is dependent upon written and signed statement by the family physician.
- v. After six months of disability, planned benefits are coordinated only with social security and disability benefits payable from any employer-sponsored retirement plan to provide up to 66-2/3% of salary not to exceed the stated monthly benefit.
- vi. There shall be no "double-dipping".

Section 33.34 – Severance Pay for Retiring Personnel

A retiring person is defined as one who is entitled to receive a withdrawal allowance or a superannuation retirement, early retirement or disability retirement, as defined by the Public School Employees Retirement Board.

Employees with interrupted service in the Coatesville Area School District will be credited with total years of service, provided the ten years prior to retirement are consecutive years of service in the Coatesville Area School District.

The following schedule will apply:

1. Ten (10) years of service and less than fifteen (15) years:
3% of his/her average annual salary for the highest three (3) years of service to a maximum of \$850.00 (minimum of \$350.00).
2. Fifteen (15) years of service and less than twenty (20) years:
4% of his/her average annual salary for the highest three (3) years of service to a maximum of \$1,000.00 (minimum of \$550.00).
3. Twenty (20) years of service and less than twenty-five (25) years:
5% of his/her average annual salary for the highest three (3) years of service to a maximum of \$1,200.00 (minimum of \$550.00).
4. Twenty-five (25) or more years of service:
6% of his/her average annual salary for the highest three (3) years of service to a maximum of \$1,350.00 (minimum \$550.00)

Section 33.45- A person will not be eligible to receive severance pay a second time unless he/she returns for ten or more additional continuous years. His/her severance pay would be based on his/her years of continuous service since he/she returned from his/her early retirement.

Section 33.56 If an employee dies before retirement, the severance will be paid to the beneficiary of record per retirement declaration.

Section 33.67 An equivalent or better plan to any or all of the above coverages may be selected by the District, subject to the following provisions:

1. The Employer shall notify the Union in writing at the earliest date it begins planning to consider an alternative insurance carrier or carriers.
2. Copies of documents evidencing equivalence of coverage and sound reputation and financial condition of the prospective carrier(s) shall be furnished, if available, both to the Employer and the Union. The Employer and Union may each request such other documents or meetings with the prospective and/or current carrier(s) as may be desired.
3. In the event of a continuing dispute over the equivalency of another plan to the existing plan, the matter may be processed as a grievance. Should the arbitrator find the plan not equivalent, the award shall only direct the Employer to provide equivalent benefits.
4. A self-insurance plan shall be subject to the same conditions as above.
5. The Employer may not change carriers more often than every twelve (12) months.

Section 33.78— Conditions Regarding Opting Out of the Health Benefits

Effective July 1, 2007, the District will provide a lump sum bonus payment of \$1,000.00 to an employee who chooses to opt out and is opted out for the entire fiscal year (July 1 through June 30) for all health benefits as a package (medical, prescription, dental, and vision benefits). The payment will be made in July 2008 and in subsequent years, in July, following the end of the fiscal year in which the employee opted out of Health Benefits. New employees who are hired after the start of the fiscal year, who are eligible for Health Benefits and who opt out of Health Benefits shall receive a pro-rata share of the lump sum bonus based on the number of whole months Health Benefits were waived. The payment shall be made by the first pay in July of the year the employee opted out.

ARTICLE 34
TEMPORARY EMPLOYEES

Section 34.1 A Temporary employee is one who is hired for a length of time not to exceed five (5) months and such employees are not members of the bargaining unit. Under no circumstances may a temporary employee be hired or used while there is a laid-off bargaining unit member unless there is no qualified laid-off bargaining unit member willing to accept the temporary assignment. A Long term temporary employee ("LTT") is an employee who is hired for a period of up to twelve (12) months and is so informed at the time of hire. LTT shall only be hired to temporarily replace a regular employee who has been granted a leave of absence or serve as a Special Ed. Assistant in one on one services to a child enrolled in CASD.

Section 34.2 A Temporary Employee and LTT shall be paid the minimum established hourly rate for work performed in that classification.

Section 34.3 Before a Temporary employee or LTT is offered permanent employment, any qualified regular

APPENDIX A

COATESVILLE AREA SCHOOL DISTRICT
Job Classifications and Job Titles in Teamsters Bargaining Unit

Educational Secretaries

Secretary to the Director of Elementary Education/Curriculum and Instruction
Secretary to the Director of Secondary Education/Curriculum and Instruction
Secretary to the Assistant Superintendent
Secretary to the Director of Educational Research and Development/Pupil Personnel Services

Administrative Secretaries

Principal's Secretary
Maintenance Secretary
Human Resources Secretary
Child Acct./Business Office Secretary
Administrative Assistants
Federal Programs Secretary
Payroll Secretary
Bookkeeper
Tax Secretary

Special Education Paraprofessional

Special Ed., Classroom Aide
Special Ed., One on One Aide

Regular Education Paraprofessional

Instructional Aide
ESL Aide
ROTC Instructional Aide
Alt Education
Library Aide
Clerical Aide
504 Instructional Aide

Building Secretaries

Assistant Principal's Secretary
Assistant Bookkeeper
Assistant Payroll Secretary
Assistant Tax Secretary
Attendance Secretary
Guidance Secretary
Main Office Secretary 9/10 Center
Guidance Registrar
Library Secretary
Asst. Maintenance Secretary
Language and Math Secretary
Special Education Secretary
Security and Safety Secretary
Receptionist
School Nurse Secretary
Asst. Attendance Secretary
Asst Main Office Secretary
Asst. Human Resources Secretary
Transportation Secretary
Alt. Education Secretary
Food Service Secretary
Supervisors Secretary-Athletics
Title I Secretary

Aides

Playground Aide
Cafeteria Aide

Licensed Nurse/Health Assistant

Health Aides/Assistants
Nurses (RN, LPN)

PC Support Specialist/Technology

Technician/Tech Associate

May 27, 2014
School Board Meeting

Enclosure #4

DIRECTOR OF BUSINESS ADMINISTRATION EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 21st of November, 2013 is by and between the Coatesville Area School District (hereinafter referred to as "SCHOOL DISTRICT"), with offices located at 545 E. Lincoln Highway, Coatesville, PA 19320, by and through its governing Board of School Directors (hereinafter "SCHOOL BOARD"), and Ronald G. Kabonick, an individual residing at 1608 Cobblestone Drive, Coatesville, PA 19320 (hereinafter referred to as "DIRECTOR OF BUSINESS ADMINISTRATION").

WHEREAS, SCHOOL BOARD desires to provide DIRECTOR OF BUSINESS ADMINISTRATION with a written Employment Contract in order to enhance administrative stability and continuity within the SCHOOL DISTRICT which SCHOOL BOARD believes generally improves the quality of its overall educational program; and

WHEREAS, SCHOOL BOARD and DIRECTOR OF BUSINESS ADMINISTRATION believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governmental and administrative functions in the operation of the educational program of the SCHOOL DISTRICT; and

WHEREAS, the SCHOOL BOARD, at a regularly scheduled meeting duly and properly called on the 24th day of September, 2013, did appoint Ronald G. Kabonick to the position of DIRECTOR OF BUSINESS ADMINISTRATION for the SCHOOL DISTRICT in accordance with the provisions of Sections 508 and 1089 of the Public School Code of 1949;

NOW, THEREFORE, SCHOOL BOARD and DIRECTOR OF BUSINESS ADMINISTRATION, in consideration of the above promises and terms and conditions hereinafter set forth, agree as follows:

1. **EMPLOYMENT.** The SCHOOL BOARD hereby employs Ronald G. Kabonick and Ronald G. Kabonick agrees to be employed by the SCHOOL BOARD pursuant to the provisions of this AGREEMENT as DIRECTOR OF BUSINESS ADMINISTRATION of the SCHOOL DISTRICT.

2. **DUTIES AND RESPONSIBILITIES.** During the term of this AGREEMENT, DIRECTOR OF BUSINESS ADMINISTRATION agrees to serve as Chief Financial Officer of the SCHOOL DISTRICT and to perform the duties in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania and the provisions of this AGREEMENT. The DIRECTOR OF BUSINESS ADMINISTRATION agrees to keep the SCHOOL DISTRICT and SCHOOL BOARD informed about its business affairs and finances and about the status of the business office and operations. In addition to the foregoing, the responsibilities and duties of the DIRECTOR OF BUSINESS ADMINISTRATION are as set forth in a job description which is attached hereto as Exhibit "A" and incorporated herein and made part hereof by references, and which may be amended from time to time by the SCHOOL

BOARD. The following shall include but are not limited to the responsibilities of the DIRECTOR OF BUSINESS ADMINISTRATION:

- a. The DIRECTOR OF BUSINESS ADMINISTRATION shall diligently and conscientiously devote full and exclusive time and attention, and best efforts, to the discharge of his duties as DIRECTOR OF BUSINESS ADMINISTRATION in the SCHOOL DISTRICT.
- b. DIRECTOR OF BUSINESS ADMINISTRATION shall report to, and be under the direct supervision of, the Superintendent of Schools ("Superintendent"), who shall act as the Chief Executive Officer and Chief Administrative Officer of the SCHOOL DISTRICT.
- c. DIRECTOR OF BUSINESS ADMINISTRATION shall carry out those duties and responsibilities assigned to the DIRECTOR OF BUSINESS ADMINISTRATION by the Superintendent.
- d. DIRECTOR OF BUSINESS ADMINISTRATION shall perform his duties in accordance with the provisions of the Public School Code of 1949 and the policies and directives of the SCHOOL DISTRICT duly adopted and promulgated by official action of the SCHOOL BOARD.

3. **DURATION.** In consideration of the promises contained herein, the SCHOOL BOARD hereby employs and DIRECTOR OF BUSINESS ADMINISTRATION hereby accepts employment as DIRECTOR OF BUSINESS ADMINISTRATION for a term commencing October 14, 2013 through October 13, 2018 unless this AGREEMENT is terminated in accordance with provisions of Paragraph 14 hereof. With the consent of the DIRECTOR OF BUSINESS ADMINISTRATION, the SCHOOL BOARD may extend the termination date of the AGREEMENT to such later date as may be mutually agreed upon by and between the parties.

4. **SALARY.** As compensation for services rendered under this AGREEMENT, the DIRECTOR OF BUSINESS ADMINISTRATION shall be entitled to receive from the SCHOOL DISTRICT a salary of \$165,000.00 and a percentage increase identical to the annual salary percentage increase awarded to Act 93 Non-Certified Administrators, provided that DIRECTOR OF BUSINESS ADMINISTRATION receives an annual performance evaluation rating of "Satisfactory" by the Superintendent (or the SCHOOL BOARD in the absence or inability of the Superintendent to perform the evaluation) beginning on July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017 and July 1, 2018. In any given year during the term of this AGREEMENT, the SCHOOL BOARD may, in its sole discretion, grant DIRECTOR OF BUSINESS ADMINISTRATION a salary increase not to exceed two (2) % above the annual salary increase awarded to Act 93 Non-Certified Administrators. Any percentage salary increase will be added to the base salary of the previous year. DIRECTOR OF BUSINESS ADMINISTRATION'S salary shall be paid in equal installments in accordance with the policy or agreement governing other 260 day non-certified Administrators in the SCHOOL DISTRICT unless otherwise agreed by and between the parties hereto.

5. **VACATION AND HOLIDAYS.** DIRECTOR OF BUSINESS ADMINISTRATION shall receive twenty (20) days of vacation annually, exclusive of legal holidays as set forth in the SCHOOL DISTRICT'S academic calendar during each year of the term of this AGREEMENT. Holidays applicable to other 260 day non-certified Administrators shall be applicable to the DIRECTOR OF BUSINESS ADMINISTRATION. The DIRECTOR OF BUSINESS ADMINISTRATION shall be eligible for unused vacation pay upon retirement in accordance with the terms and conditions specified in the current Coatesville Area School District Administrative Compensation and Related Benefits Plan for Non-Certified Administrators.

6. **SICK LEAVE.** DIRECTOR OF BUSINESS ADMINISTRATION shall be entitled to twelve (12) sick leave days per year. Pursuant to the Public School Code of 1949, unused sick leave days shall be cumulative. SCHOOL BOARD specifically agrees to permit DIRECTOR OF BUSINESS ADMINISTRATION to transfer twenty-five (25) existing sick leave days from his previous district of employment to the SCHOOL DISTRICT.

7. **PERSONAL LEAVE.** SCHOOL BOARD hereby agrees that DIRECTOR OF BUSINESS ADMINISTRATION shall be granted two (2) personal leave days per year.

8. **FRINGE BENEFITS.** DIRECTOR OF BUSINESS ADMINISTRATION shall be entitled to all health benefits (medical, prescription, vision, and dental) and other fringe benefits as set forth in the current Coatesville Area School District Administrative Compensation and Related Benefits Plan for Non-Certified Administrators. However, under no circumstances shall there be duplication or pyramiding of benefits.

9. **EXPENSE AND MILEAGE REIMBURSEMENT.** SCHOOL DISTRICT shall reimburse DIRECTOR OF BUSINESS ADMINISTRATION for SCHOOL DISTRICT travel at the mileage reimbursement rate as established from time to time by the Internal Revenue Service. DIRECTOR OF BUSINESS ADMINISTRATION shall also receive expense reimbursement in accordance with policy set forth by the SCHOOL BOARD.

10. **PROFESSIONAL DEVELOPMENT.** SCHOOL BOARD encourages the continuing professional development of DIRECTOR OF BUSINESS ADMINISTRATION through his participation, as he might decide in light of his responsibilities as DIRECTOR OF BUSINESS ADMINISTRATION, in:

- a. The operations and programs and other activities conducted or sponsored by local, state and national school administrators and school board associations;
- b. Seminars and courses offered by public or private educational institutions; and
- c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of DIRECTOR OF BUSINESS ADMINISTRATION to perform his professional responsibilities for the SCHOOL DISTRICT. In its desire to encourage DIRECTOR OF BUSINESS ADMINISTRATION to this end, SCHOOL DISTRICT shall reimburse DIRECTOR OF BUSINESS

ADMINISTRATION for costs reasonably and necessarily incurred to attend and participate in meetings, conferences, conventions and seminars related to the duties of this position or the educational program of the SCHOOL DISTRICT. DIRECTOR OF BUSINESS ADMINISTRATION'S participation in any of the above referenced operations, programs, activities, seminars, courses, and informational meetings, are subject to prior approval of the Superintendent.

11. **PROFESSIONAL LIABILITY.** SCHOOL DISTRICT agrees that it shall defend, hold harmless and indemnify DIRECTOR OF BUSINESS ADMINISTRATION from any and all demands, claims, suits, actions and legal proceedings brought against DIRECTOR OF BUSINESS ADMINISTRATION in his individual capacity, or his official capacity, as agent and employee of the SCHOOL DISTRICT, provided the incident arose while DIRECTOR OF BUSINESS ADMINISTRATION was acting within the course and scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the SCHOOL DISTRICT to provide under state law, except that in no case will individual SCHOOL BOARD members be considered personally liable for defending, holding harmless or indemnifying DIRECTOR OF BUSINESS ADMINISTRATION against such demands, claims, suits, actions and legal proceedings. SCHOOL DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event SCHOOL DISTRICT and/or SCHOOL BOARD and DIRECTOR OF BUSINESS ADMINISTRATION have adverse interests in such litigation.

12. **GOALS AND OBJECTIVES.** Upon execution of this AGREEMENT, the parties shall need to establish the SCHOOL DISTRICT and SCHOOL BOARD goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which DIRECTOR OF BUSINESS ADMINISTRATION is evaluated as hereafter provided. On or prior to September 1st of each succeeding school year, the parties will need to establish SCHOOL DISTRICT and SCHOOL BOARD goals and objectives for the next succeeding school year in the same manner and with the same effect as heretofore described. This provision shall not be interpreted to prevent SCHOOL DISTRICT and SCHOOL BOARD goals and objectives from being clarified and/or amended during a school year, nor to excuse DIRECTOR OF BUSINESS ADMINISTRATION from compliance with specific directives of the Superintendent and/or the SCHOOL BOARD.

13. **PERFORMANCE EVALUATION.** The Superintendent shall evaluate and assess in writing the performance of DIRECTOR OF BUSINESS ADMINISTRATION at least once a year during the term of this AGREEMENT. The evaluation and assessment shall be reasonably related to the position description of DIRECTOR OF BUSINESS ADMINISTRATION and the goals and objectives of the SCHOOL DISTRICT and SCHOOL BOARD for the year in question. The performance evaluation shall be conducted in a private session limited to the Superintendent and the DIRECTOR OF BUSINESS ADMINISTRATION. The evaluation form shall be the "Coatesville Area School District Performance Review – Non-Certified Personnel" form which is attached hereto as Exhibit "B". The judgment and decision in said evaluations shall be supported by rational objective evidence. The parties agree that the performance assessment and evaluation shall be privileged and the confidentiality of the assessment and evaluation discussion shall be respected.

The objective of the evaluation shall be to strengthen the work relationship between the SCHOOL DISTRICT and the DIRECTOR OF BUSINESS ADMINISTRATION; to enhance the DIRECTOR OF BUSINESS ADMINISTRATION'S effectiveness; to clarify for the DIRECTOR OF BUSINESS ADMINISTRATION and SCHOOL BOARD responsibilities of the DIRECTOR OF BUSINESS ADMINISTRATION, and to discuss and establish goals for the ensuing year.

In the event that the Superintendent determines that the performance of the DIRECTOR OF BUSINESS ADMINISTRATION is unsatisfactory in any respect, he/she shall describe in writing, and in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to improvements in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the DIRECTOR OF BUSINESS ADMINISTRATION. DIRECTOR OF BUSINESS ADMINISTRATION shall have the right to submit a written reaction or response to the evaluation. This response shall become a permanent attachment to the DIRECTOR OF BUSINESS ADMINISTRATION'S personnel file. Within thirty (30) days of the delivery of the written evaluation to the DIRECTOR OF BUSINESS ADMINISTRATION, or as soon thereafter as is reasonably practicable, the Superintendent shall meet with the DIRECTOR OF BUSINESS ADMINISTRATION to discuss the evaluation.

14. **TERMINATION.** This AGREEMENT or any extension or renewals hereof may be terminated by:

- a. Mutual agreement by the parties, under such terms and conditions as are mutually agreed upon;
- b. Retirement or resignation of DIRECTOR OF BUSINESS ADMINISTRATION with sixty (60) days' notice; and
- c. Discharge for cause, which shall occur in accordance with the provisions and for reasons set forth in Section 1089 of the Public School Code of 1949, as amended, and/or for breach of terms and conditions of this AGREEMENT.

15. **WAIVER OF BREACH.** The waiver of SCHOOL DISTRICT or SCHOOL BOARD of due performance of or noncompliance with any provision of this AGREEMENT by DIRECTOR OF BUSINESS ADMINISTRATION shall not be construed as a waiver of due performance or compliance by DIRECTOR OF BUSINESS ADMINISTRATION thereafter.

16. **SEVERABILITY.** If any provision of this AGREEMENT shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this AGREEMENT.

17. **INCORPORATION.** All provisions of the Public School Code and all amendments thereto, and all provisions of SCHOOL DISTRICT and SCHOOL BOARD policies and all amendments thereto, are included herein as part of the AGREEMENT as if fully set forth herein at length.

18. **NON-INTEGRATION.** There are no other written or oral agreements or provisions of agreements concerning or touching upon these matters that are not incorporated herein. No other such oral or written agreements or provisions of agreements shall be binding.

19. **MODIFICATIONS.** No waiver, change or modification of any of the terms of this AGREEMENT shall be binding unless in writing and signed by both parties to this AGREEMENT.

20. **APPLICABLE LAW.** This AGREEMENT shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

21. **HEADINGS.** The headings in this AGREEMENT are for convenience only and shall not be considered as part of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto executed this AGREEMENT on the date first written above.

WITNESS:

Coatesville Area School District/School Board

Karen Jackson, Recording Secretary

By: _____
J. Neil Campbell, Board President

RONALD G. KABONICK

By: _____
Ronald G. Kabonick, DIRECTOR of

BUSINESS ADMINISTRATION

EXHIBIT A

**Coatesville Area School District
Job Description**

Position Title:	Director of Business Administration
Location:	Administration Building
Reports to:	Superintendent
Supervises:	Assistant Director of Business Administration, Controller, Child Accounting, Transportation, Food Services, Administrative Assistant
Union Affiliation:	Contracted
Applicable Agreement/ Contract:	N/A
Number of Days Worked:	260

Summary Statement: To effectively and efficiently direct, organize and manage the business affairs, facilities, transportation, food services, insurance programs, assets and purchasing operations of the School District for the purposes of facilitating the educational program.

Essential Functions:

- 1) Prepare various agendas for all Board meetings as well as attend all Board meetings.
- 2) Maintain District fiscal records which conform to legal and operating requirements as well as interpret accounting records and supervise all financial reporting to the Superintendent and School Board.
- 3) Administer the annual budget process for the Superintendent and the Board of School Directors and administer an ongoing budget control system for the School District.
- 4) Administer long and short-term financing along with refunding of bond issues. Maintain fixed assets as designated by GAAP. Direct the activities for the acquisition, sale or rental of school sites.
- 5) Recruit, interview, select, assign, train, supervise and evaluate all business office and facilities office personnel.
- 6) Supervise payroll preparation and distribution; accounts payable; cafeteria accounting; child accounting and reporting, preparation of bill lists; tax receipt procedures; preparation of monthly financial reports for the Board; investment of excess funds; preparation of appropriate state reports; organize data for school audits; and reconciliation and interpretation of internal and external audits.
- 7) Serve as designated purchasing agent for the District. In accordance with school code, District policies, procedures, and regulations, coordinate specifications and selection of supplies and equipment, evaluate all bids and quotations, recommend bid awards, expedite purchases and maintain inventory control as well as storage and delivery.

- 8) Recommend and supervise the administration of all the School District insurance programs. Plan and direct implementation and administration of benefit programs.
- 9) Serve as consultant to the School Board and participate in all negotiations through preparation of pertinent fiscal data.
- 10) Through the Assistant Director of Business Administration and Food Service Supervisor, supervise all cafeteria operations including purchasing, storage, preparation, reporting and serving of food through the building cafeteria managers.
- 11) Through the Assistant Director of Business Administration and Supervisor of Transportation, manage district transportation system including the review of all bus routes and stops for public and nonpublic. Provide maintenance of bus discipline program in cooperation with building principals.
- 12) Through the Facilities Managers, maintain the school facilities and sites in a condition of operating excellence, cleanliness, and safety; so that educational use may be maximized.
- 13) Keep abreast of developments and innovations in the area of business affairs by reviewing the literature, attending professional meetings and conferences, and discussing developments and problems of mutual interest with other school business officials.
- 14) Assume other duties and responsibilities as assigned by the Superintendent.

Required Education:

- 1) Master's Degree in Business Administration or related area with emphasis on accounting and finance.
- 2) Five to eight years experience in school operations; experience in supervision, facility maintenance, and transportation operations.
- 3) Pennsylvania Association of School Business Officials credentials desirable.

Required Skills and Knowledge:

- 1) Demonstrated leadership ability.
- 2) Excellent oral and written communications skills with ability to address and interact with individuals and groups.
- 3) Knowledge and experience in implementing and using Generally Accepted Accounting Practices and other federal and state auditing and reporting requirements.
- 4) Strong interpersonal skills with the ability to interface effectively with school board members, administrators, teachers, parents, students, support staff, community members, and outside professional contacts.
- 5) Ability to read, analyze and interpret general periodicals, professional journals, technical procedures, governmental regulations; and to write reports and business correspondence.

- 6) Ability to apply advanced mathematical concepts and to utilize current technology to produce financial analyses and reports.
- 7) Effective problem-solving and decision-making skills with the ability to define problems, collect data, establish facts, draw valid conclusions, and interpret and extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Physical Requirements:

A) Mental Functions

1. Comparing- Judging the readily observable functional, structural, or compositional characteristics (whether similar to or divergent from obvious standards)
2. Copying – Transcribing, entering, or posting data.
3. Computing- Performing arithmetic operations and reporting on and/or carrying out a prescribed action in relation to them.
4. Compiling- Gathering, collating, or classifying information about data, people, or things. Reporting and/or carrying out a prescribed action in relation to the evaluation is frequently involved.
5. Analyzing- Examining and evaluating data. Presenting alternative actions in relation to the evaluation is frequently involved.
6. Coordinating- Determining time, place, and sequence of operations or action to be taken on the basis of analysis of data. May include prioritizing multiple responsibilities and/or accomplishing them simultaneously.
7. Synthesizing- To combine or integrate data to discover facts and/or develop knowledge or creative concepts and/or interpretations.

B) Relations with Others

1. Supervision (received) - Independence of actions; authority to determine methods of operation.
2. Supervision (given) - Supervision (given) – Coordinating and directing the activities of one or more subordinates
3. Communicating – Talking with and/or listening and/or signaling people to convey or exchange information; includes giving/receiving assignments and/or directions.
4. Interpersonal Skills/Behaviors – Dealing with individuals with a range of moods and behaviors in a tactful, congenial, personal manner so as not to alienate or antagonize them.

C) Strength

1. Light – Exert up to 20lbs. of force occasionally and/or up to 10lbs. of force frequently, and/or a negligible amount of force constantly to move objects. Physical demands are in excess of those of sedentary work. Light work usually require walking or standing to a significant degree.

D) Movement

1. Reaching – Extending hand(s) and arm(s) in any direction.
2. Handling – Seizing, holding, grasping, turning, or otherwise working with hand or hands. Fingers are involved only to the extent that they are an extension of the hand.
3. Fingering – Picking, pinching, or otherwise working primarily with fingers rather than with the whole hand or arm as in handling.

E) Auditory

1. Talking- Expressing or exchanging ideas by means of the spoken word. Talking is important for those activities in which workers must impart oral information to clients or to the public, and in those activities in which they

must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.

2. Hearing- Perceiving the nature of sounds. Used for those activities which require ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on running engines.

F) Vision

1. Near Acuity- Clarity of vision at 20 inches or less. Use this factor when special and minute accuracy is demanded.

2. Accommodation – Adjustment of lens of eye to bring an object into sharp focus. Use this factor when requiring near point work at varying distances.

G) Equipment Used

1. Office equipment such as computer, typewriter, projector, cassette player/recorder.

In terms of an 8 hour workday:

Rarely equals less than 1%; occasionally equals 1% to 25%; frequently equals 26% to 75%; continuously equals 76% to 100%.

Job requires the physical ability to

- a. Stand: Frequently
- b. Sit: Frequently
- c. Walk: Frequently

Job requires the physical ability to lift/carry:

- a. Up to 9 lbs: Frequently
- b. 10-20 lbs: Occasionally
- c. 21-50 lbs: Occasionally
- d. 51-80 lbs: Rarely
- e. 81- 100 lbs: Rarely

Job requires the physical ability to push/pull:

- a. Up to 9 lbs: Occasionally
- b. 10-20 lbs: Occasionally
- c. 21-50 lbs: Rarely
- d. 51-80 lbs: Rarely
- e. 81- 100 lbs: Rarely

Job requires the physical ability to use the following repetitive movements:

- f. Fingers: Frequently
- g. Wrist: Frequently
- h. Arm/Shoulder: Occasionally
- i. Leg: Rarely

j. Foot: Rarely

Job requires the physical ability to function in activities involving:

- a. Bending: Occasionally
- b. Stooping: Rarely
- c. Twisting: Rarely
- d. Reaching: Occasionally
- e. Crouching: Rarely
- f. Crawling: Rarely
- g. Kneeling: Rarely
- h. Climbing: Occasionally
- i. Handling: Frequently
- j. Pinching: Rarely

Exposure to all types of weather: Occasionally

EXHIBIT B

Coatesville Area School District
Performance Review – Non-Certified Personnel

Employee Name: _____

Date of Review: _____

Job Title: _____

- Rating Scale: 5 – Excellent (Consistently exceeds standards)
4 – Good (Occasionally exceeds standards)
3 – Satisfactory (Consistently meets standards)
2 – Needs Improvement (Occasionally meets standards but needs improvement)
1 – Unsatisfactory (Does not meet standards)

Quality of Work

Rating: _____

Comments: _____

Dependability & Attendance

Rating: _____

Comments: _____

Leadership and Initiative

Rating: _____

Comments: _____

Teamwork

Rating: _____

Comments: _____

Job Knowledge/Skills

Rating: _____

Comments: _____

Communications Skills

Rating: _____

Comments: _____

Project Planning Skills

Rating: _____

Comments: _____

Interpersonal Skills

Rating: _____

Comments: _____

Problem Solving Skills

Rating: _____

Comments: _____

Adherence to Safety Requirements

Rating: _____

Comments: _____

Overall Performance Rating (Sum of Ratings ÷ 10): _____

Supervisor: State any specific actions that have been or should be taken to improve the employee's performance:

Employee Comments:

Employee Signature: _____ **Date:** _____

Supervisor Signature: _____ **Date:** _____

Please note that your signature indicates only that a performance discussion has taken place. It does not necessarily indicate agreement or disagreement with the content of this appraisal.

Cc: Employee
Supervisor
HR File

May 27, 2014
School Board Meeting

Enclosure #5

COATESVILLE AREA SCHOOL DISTRICT

SECTION: ORGANIZATION

TITLE: APPOINTMENT OF SOLICITOR

ADOPTED: February 24, 2003

REVISED: February 24, 2009

005.1 APPOINTMENT OF SOLICITOR	
1. Authority 24 PS 4-406	The Pennsylvania Public School Code of 1949 authorizes local boards of Education to appoint and define the duties of solicitor, assistant solicitor, or Clerks as it may deem proper, none of whom shall be member of the Board.
2. CASD Pol. 610	<p>The Board shall appoint a school solicitor during the month of May. The Board shall approve the process for seeking proposals (Request for Proposals) in January, Services will begin effective July (see attached Schedule for Procuring Professional Services).</p> <p>The Board may, in its discretion, appoint a solicitor during the month of May or as needed. To that end, the Board shall approve the process for seeking proposals (Request for Proposals) in January, or at any time as agreed upon by the Board, with services to commence on a date to be determined by the Board at a public meeting.</p> <p>The duties of the solicitor include:</p> <ol style="list-style-type: none"> a. Advise and furnish the Board legal opinions as requested, verbally and in writing, in all matters and questions of the law including interpretations of old and new statutes. b. Prepare legal instruments including resolutions for any subject, advertising, and all legal papers as requested by the Board. c. Commence and prosecute all action brought by the Board for all or any account or subject. d. Defend all actions commenced against the Board or the Coatesville Area School District, as requested by the Board. e. Be present at all regular meetings when requested by the Board. f. Be present at special meetings or committee or committee meetings of the Board when requested. g. Perform such other duties as the Board may request which require legal assistance. h. Serve as parliamentarian during the conduct of any official meeting of the Board at which s/he is present, if requested by the Board. i. Advise the Board on legal issues.

005.1 APPOINTMENT OF SOLICITOR

	<p>The solicitor shall be paid for services normally performed by school solicitors and shall be reimbursed for any costs properly advanced on behalf of the district. The solicitor may request additional remuneration for services rendered in excess of those normally expended (e.g., court appearances, labor disputes, other extraordinary matters) when approved by the Board. Building administrators shall not make direct contact with the school district solicitor.</p> <p>If it appears necessary to have legal advice or representation, school administrators shall contact the appropriate central office staff employee who will consult with the Superintendent. The decision to contact the solicitor shall be made at the central staff level.</p>
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SCHEDULE FOR PROCURING PROFESSIONAL SERVICES

SERVICES

MONTH

Legal Services

• **Solicitors**

Insurance Services

July—Appointment

- Employee Benefits, i.e., Medical Insurance Coverage And Benefits, Employee Assistance Programs
- Liability and Risk Insurers

Transportation Services

Special Education Services

- CCIU Consultants, (Psychologists, Speech Therapists, Psychiatrists, Classes)

Fiscal Management:

May

- Investments, Borrowing
- Local Auditors
- Banking & Depositor

Facilities

- Architects, Engineers

005.1 APPOINTMENT OF SOLICITOR

Health and Medical Services

- School Doctors, Dentists, Audiologists
- Mental Health (Human Services)

Educational Improvement

- Staff Development and Training
- Drug & Alcohol Education (Human Services),
Support Groups

May 27, 2014
School Board Meeting

Enclosure #6

CODES OF STUDENT CONDUCT REVISIONS

TABLE OF CONTENTS

New Inserts: *Attention Parents & Students: Weapons and Safe & Drug-Free Schools*

Interventions and Supports Used in the CASD

Attendance Policy: Page AP-2; VI. A. Documentation Required for Absence

Page AP-3; VIII. Corrective Measures and Penalties

Page AP-4; #7. Non-Compulsory Students

Page AP-4; B. Tardiness/Lateness & Early Dismissal Policy

Page AP-4; IX. Summer School Eligibility

Elementary Code: Page ED-2 & ED-3; #19. Use of Electronic Devices

Page ED-5; 4. a. & b. Controlled Substance, Alcohol Abuse, & Over
Counter Substances

Page ED-5; #6. (Top right column)

Page ED-5; V. B. Examples of Searches

Secondary Code: Page SD-2; #18, 19, 20, & 21 (Bottom left column)

Page SD-4 (Top left column) Smoking Materials

Page SD-4 & SD-5; #5. a. & b. Controlled Substance, Alcohol Abuse, and
Over the Counter Substances

Page SD-5; #7

Page SD-5 & SD-6; Use of Electronic Devices

Page SD-7; IV. Breath Testing for Alcohol

Page SD-7; V. Controlled Substance Assessment

Page SD-8; VIII. Corrective Measures & Penalties

Page SD-9; D. In-School Suspension

Page SD-10; M. Turning Point Program

Bus Code of Conduct: Page BC-2; #21.

Page BC-2 (Bottom right column); Audio/Video Surveillance

Page BC-3 (Top left column); Use of Electronic Devices

Policy Enclosures: CASD Policy No. 221 Student Dress Code & Grooming

CASD Policy No. 237 Electronic Devices

ATTENTION PARENTS AND STUDENTS

POSSESSION OF WEAPONS STRICTLY PROHIBITED

Parents and students are advised that, pursuant to Pennsylvania Act 26 of 1995, POSSESSION OF WEAPONS is strictly prohibited in school buildings or other property, on school grounds, and on conveyances to the Private, Parochial, and Public Schools of the Commonwealth of Pennsylvania.

Act 26 of 1995 (24 PS 13-1317.2) mandates the expulsion, for a period of not less than one (1) year, any student who has been determined to have brought a weapon onto any school property, any school-sponsored activity, or any conveyance providing transportation to a school or school sponsored activity.

The term weapon shall include, but not limited to, any knife, cutting instrument, cutting tool, razor, dagger, nunchaku, brass or metal knuckles, blackjack, sandbag, firearm, shotgun, rifle, replica of a weapon, explosives, and/or any other tool, instrument or implement capable of inflicting serious bodily injury.

SAFE AND DRUG-FREE SCHOOLS

The Coatesville Area School District prohibits the use, possession, consumption, purchase, intent to distribute, distribution, sale, or being under the influence of controlled substances, alcohol, and/or over the counter substances on school grounds, during school related activities or on school buses/vehicles, or while otherwise under the jurisdiction of the district.

Compliance with this policy is mandatory for all students, and any student who violates this policy will be subject to disciplinary action, in accordance with the Codes of Student Conduct. The district will utilize trained sniff dogs in a continuing effort to provide safe, wholesome, and drug free schools.

May 27, 2014
School Board Meeting

Enclosure #7

STUDENT DISCIPLINE HEARINGS FOR SCHOOL BOARD MEETING

Tuesday, May 27, 2014

Student Discipline Hearing(s):

<u>Student #:</u>	<u>Action(s):</u>
14DH20	30 day expulsion with in-home instruction
14DH21	30 day expulsion with educational provisions
14DH22	45 day expulsion with educational provisions
14DH23	Referred to an alternative educational setting
14DH24	20 day expulsion with educational provisions
14DH25	15 day expulsion with educational provisions

This concludes
the
School Board Packet
for
Tuesday
May 27, 2014