

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE SCHOOL DISTRICT OF READING**

**AND**

**THE READING EDUCATION ASSOCIATION**

***September 1, 2019 through June 30, 2023***

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## AGREEMENT

THIS AGREEMENT made this 3rd day of October, A.D. 2019, by and between THE READING SCHOOL DISTRICT (hereinafter called the "Employer"),

AND

THE READING EDUCATION ASSOCIATION (hereinafter called "Association").

### WITNESSETH:

The parties hereto agree as follows:

#### I. RECOGNITION

Employer recognizes the Association as the exclusive Bargaining Agent for the Professional Employees (hereinafter called "Employees" and individually as "Employee" or "Teacher") of the Employer included in the Bargaining Unit for which the Association has been certified by the Pennsylvania Labor Relations Board as the exclusive Bargaining Agent pursuant to Case No. PERA-R-590-C of June 11, 1971, and any amendments thereto.

#### II. PURPOSE

This Agreement sets forth the wages, hours and conditions of employment for the Employees of Employer who are in the said Bargaining Unit.

#### III. TERM OF AGREEMENT

The term of this Agreement shall begin on September 1, 2019. The Agreement shall continue in full force and effect until June 30, 2023.

#### IV. WAGES AND ECONOMIC BENEFITS

A. The salary schedules can be found in Appendix A.

Year	Compensation
2019-2020	One (1) step movement and one (1) column movement for eligible bargaining unit members.  Steps 1-12: Each cell on the salary scheduled shall be increased \$750.00.  Steps 13-14: There shall be step movement only.  With respect to the move from Step 13 to Step 14, there will only be step and column movement.

	<p>With respect to the move from Step 14 to Step 15, there will be only step and column movement.</p> <p>Step 15: There shall be \$750.00 added to Step 15 cell of the salary schedule.</p> <p>The District reserves the right to add additional dollars to Step 1 of the salary schedule within its discretion up to \$1,000.00</p>
2020-2021	<p>One (1) step movement and one (1) column movement for eligible bargaining unit members.</p> <p>Steps 1 and 2 shall be deleted and Step 3 shall become the new Step 1, the first step of the salary schedule.</p> <p>Step 12a shall be added between Step 12 and Step 13 and Step 13a shall be added between Step 13 and Step 14 onto the salary schedule.</p> <p>Each cell on the entire salary schedule shall be increased \$1,000.00.</p>
2021-2022	<p>One (1) step movement and one (1) column movement for eligible bargaining unit members.</p> <p>Each cell on the entire salary schedule shall be increased \$1,000.00.</p>
2022-2023	<p>One (1) step movement and one (1) column movement for eligible bargaining unit members.</p> <p>Each cell on the entire salary schedule shall be increased \$1,000.00.</p>

- B. Annual increments shall be as computed on the scale for the applicable salary level in those years when annual increments will be paid.
- C. Effective July 1, 2016, all credits taken and degrees earned for advancement on the salary schedule must be taken and/or earned from a college or university recognized by the National Council for Accreditation and Teacher Education or recognized by a list agreed to by the Superintendent within his or her discretion and the Association, as it may be modified from time to time. To become eligible for an increment or movement to a higher classification, the Professional Employee must

register the necessary documents with the Department of Human Resources on or before September 15 of the school year in which the increment becomes effective.

Effective with the 2016-17 school year, notwithstanding the foregoing, only those online programs that are deemed by the District Administration to be of an appropriate level of rigor within their sole and exclusive discretion will be eligible for movement. Further, the District Administration will no longer approve credits earned through such organizations as Learners Edge, who have relationships with various universities to provide graduate level course credits in light of the stated purpose of such organizations is to provide an avenue for salary schedule advancement versus truly enhancing the professional development of a Bargaining Unit Member. This provision will apply for those programs or credits that will be taken by Bargaining Unit Members on or after September 1, 2016.

- D. Supplementary contracts are excluded from application of the salary schedule.
- E. Credit Increment (C.I.)
  - 1. Lateral Increments shall be granted in accordance with the salary schedules attached hereto and in accordance with the stipulations set forth in Article IV.A. herein.
  - 2. An increment shall be granted for every twelve (12) semester hours of graduate credit beyond the Bachelor's Degree up to and including twenty-four (24) semester hours of graduate credit registered before the Master's Degree is earned for the remainder of the contract, subject to the stipulations set forth in Article IV.A. herein.
  - 3. An increment shall be granted for every twelve (12) semester hours of graduate credit beyond the Master's Degree or Master's equivalency up to and including a Doctorate Degree, subject to the stipulations set forth in Article IV.A. herein. The credits beyond the Master's Degree or Master's equivalency must be earned after the Master's Degree or Master's equivalency is awarded. Anyone who obtains a Master's equivalency after August 31, 1991 shall not be granted increments beyond the Master's equivalency column.

The District will not recognize Master's Equivalency for any Employee hired after 9/1/93 for lateral movement on the salary schedule. No Master's Equivalency earned after 8/31/94 by Employees hired prior to 9/1/93 will be recognized on salary schedule.
  - 4. Employer shall award full credit towards incremental increases for graduate credits and award one-half credit towards incremental increases for undergraduate credits, subject to the stipulations set forth in Article IV.A. herein. Credits must be earned from an accredited college or university as set forth in Article IV.C. herein. Effective for all courses taken on or after September 1, 2016 or during the 2016-2017 school year, Employer will not

recognize IU courses. The District will award credit towards incremental increases only where a grade of B, pass or successful completion is obtained.

- F. Professional Compensation after school hours pay shall be \$27.00 per hour for the 2019-2020 school year; \$28.00 per hour for the 2020-2021 school year; \$29.00 per hour for the 2021-2022 school year; and \$30.00 per hour for the 2022-2023 school year.

- G. Department Heads shall receive the following stipends:

Number of Full-Time People in Department

4 – 6	\$ 600.00
7 – 9	\$ 725.00
10 – 12	\$ 850.00
13 – 15	\$ 975.00
16 - up	\$ 1100.00

- H. Special Education Employees shall receive \$500.00 per year above schedule for the 2019-2020 school year; \$600.00 per year above schedule for the 2020-2021 school year, \$700.00 per year above schedule for the 2021-2022 school year; and \$800.00 above schedule for the 2022-2023 school year.

- I. The professional experience of a Professional Employee entering the Reading School District shall be evaluated by the Superintendent of Schools for determination of salary level. New Employees may be hired on advanced steps of the salary schedule.

- J. Whenever an Employee is required by the Employer to attend a school-related hearing before a magistrate or court beyond the normal school day, the Employee shall be paid compensation at the Professional Compensation hourly rate for the time necessary for such attendance.

- K. Longevity Pay –Employee will receive longevity pay starting the first day of their 25th year of service through their 29th year of service in the amount of \$1,350.

Employees will receive longevity pay starting the first day of their 30th year of employment and each subsequent year of service in the amount of \$2,700.

These pays are noncumulative and are in addition to the salary listed in the salary schedules at the Employee's proper step and column placement. These pays shall become part of the Employee's base salary and shall be divided equally among the paychecks for the respective years.

- L. Payment of Salaries: Employees shall be paid their contractual rate salary on a bi-weekly basis in twenty-six (26) equal pays beginning with the first pay period in September and ending with the second pay period in August.

- M. Less than full-year Employees who leave the district prior to the end of the school year shall receive their accumulated summer pay at the time of their permanent separation from the district. Less than full-year Employees who begin work with the district after the beginning of the school year shall have a prorated amount of their pay deducted to be paid over the summer. An Employee going on leave after the beginning of school and returning prior to the close of that same school year will receive any accumulated pay at the time the Employee goes on leave. Upon returning from the extended leave, the Employee may have the option of not having money deducted for summer payroll depending upon the length of time between the return and the close of school.
- N. Whenever substantial changes are made in an Employee's pay (other than changes initiated by the Employee), the payroll office will provide an explanatory note detailing the changes along with the paycheck.

## V. LEAVES

### A. *General Leave*

The Reading School Board, at its discretion, will grant general leaves of absence for up to one (1) year at a time without pay or any other benefits to Employees not eligible for sabbatical leaves for the purposes of study, restoration of health, travel and to hold public office. Employees desiring such leaves must make application to the Superintendent of Schools at least thirty (30) days prior to the date on which the leave is to begin. Any Employee on general leave for more than a semester or 93 days is not entitled to movement to the next step on the salary schedule upon return to employment. Personal days and sick days are not accrued during a general leave. General leaves of absence must encompass a minimum of a full marking period to a maximum of one (1) school year. Return from such leave shall be at the beginning of a marking period.

### B. *Sabbatical Leave*

Employees in the Reading School District shall be entitled to all the benefits of sabbatical leaves as outlined in Sections 1166 through 1171 of the Pennsylvania Public School Code of 1949, as amended. Sick days are accrued during sabbatical leave. No personal days are accrued during sabbatical leave.

### C. *Military Service in Time of War or National Emergencies*

Employees in the Reading School District shall be entitled to all the rights and benefits accorded by Sections 1176 through 1181 of the Pennsylvania Public School Code of 1949, as amended.

D. *Sick Leave*

1. Sick leave shall be provided by the District as described in the Pennsylvania Public School Code of 1949, as amended. Employees shall be allotted ten (10) days per year. Such sick leave is cumulative.

Employees shall be entitled to use up to ten (10) accumulated sick leave days each year to attend to the illness or injury of a spouse, child, parent or any person with whom the Employee makes his/her home.

2. An Employee, who sustains a work-related injury and is eligible for worker's compensation, shall select one of the following methods of remuneration:

- (a) Employee shall keep the worker's compensation check and make no claim for sick days;
- (b) Employee shall take sick days and turn worker's compensation check over to Employer;
- (c) Employee shall keep worker's compensation check and claim two (2) sick days per week.

In the case of unprovoked assault upon an Employee, sick leave pay shall be paid automatically without the request of the injured person and shall not be charged against his/her sick leave.

Any Employees who are collecting worker's compensation shall continue to be eligible for sick leave while on leave of absence for a period of not to exceed one year for same or related illness or injury.

3. Physical or mental disability of an Employee shall be considered a part of or an extension of the Employee's sick leave. During such a period of disability, the Employee shall continue to accrue seniority and receive all the benefits of an Employee for a period up to the extent of the Employee's eligibility to receive paid sick leave or the period of one (1) year, whichever is longer.
4. When an Employee knows or has reason to know in advance when a physical disability will begin and end (e.g. elective surgery, pregnancy disability), written notice thereof shall immediately be given to the Superintendent or the Department of Human Resources.
5. When an Employee experiences physical or mental disability which disqualifies the Employee from properly and fully performing the Employee's duties as a Teacher, the Employee shall give notice thereof to the Superintendent, or the Department of Human Resources, within twenty-

four (24) hours of the beginning of such disability or as soon thereafter as possible.

6. An Employee absent due to physical or mental disability shall provide the Superintendent or the Department of Human Resources a report from the Employee's physician showing the condition of the Employee, including a statement concerning the Employee's inability to return to work because of the continuance of the disability. Such report shall be provided within two weeks of the beginning of the disability. Thereafter the Employer may require the Employee to provide such reports no more frequently than every two (2) weeks.
7. Upon application for return, if the disability does not exceed six (6) months, the Employee shall be entitled to be returned to the position held prior to the leave. For disability of more than six (6) months, upon return to employment, the Employee may be placed on the floater list for assignment by the Superintendent as the needs of the Employer require.
8. The period of actual disability due to pregnancy shall be treated for all purposes the same as other disabilities with reference to insurance coverage, medical benefits, use of paid sick leave, medical examinations, etc.
9. Each Employee upon retirement from the District shall receive \$60.00 per day for the 2019-2020 school year; \$65.00 per day for the 2020-2021 school year; \$70.00 per day for the 2021-2022 school year; and \$75.00 per day for the 2022-2023 school year for each unused sick day that he/she has accumulated, provided that should the Employee retires prior to the end of the school year, any additional days accumulated for that school year would not be subject to this payment. Effective with the 2016-17 school year, Employees who are planning to retire must: (1) notify the District Administration in writing on or before April 1 if retiring at the end of the school year or sixty (60) days prior to their retirement date if it is done midyear, and (2) retire pursuant to the procedures established by the Public School Employees' Retirement System in order to be eligible to receive the above-referenced payout for each unused sick day that he/she has accumulated, provided that should the Employee retire prior to the end of the school year, any additional days accumulated for that school year would not be subject to this payment. This payment will be placed into a 403(b) account as a non-elective contribution.

Upon death of an Employee who has been employed by Employer for at least ten (10) years of continuous service, any unused accumulated sick leave shall be paid at the rate of \$60.00 per day for the 2019-2020 school year; \$65.00 per day for the 2020-2021 school year; \$70.00 per day for the 2021-2022 school year; and \$75.00 per day for the 2022-2023 school year to the estate and/or designated beneficiary of the Employee.

E. *Child Rearing Leave*

1. An Employee who has become a parent by natural birth or adoption under six 6 years of age may apply for unpaid leave for the purpose of child care. Such leave shall be declared by the Employer prior to the start of the leave as not exceeding a period of either six (6) consecutive calendar months or twelve (12) consecutive calendar months. In addition, such leave shall include the date of birth or adoption and, in the case of birth, shall include any time the Employee was on paid disability sick leave after delivery as the result of the pregnancy leading to the birth of the child and shall further include all days of the year whether or not school is in session.
2. In the event of an early delivery, the beginning date of the child rearing leave shall automatically be revised to the date of delivery. In the event of a delivery between the end of school in June and the opening of school in September, the beginning date of the leave shall be subject to the same provisions as during the school year provided that the Employee or his/her delegate shall notify the District of the exact day of delivery within forty-eight (48) hours after that delivery. One extension of a child rearing leave of absence will only be considered and granted based on the medical needs of the child as documented by the child's physician and provided that the Employee gives the District at least one (1) month's notice of the need for such an extension unless there is documented evidence that the medical needs of the child developed within one (1) month of the Employee's original anticipated return date.
3. The Employee shall give written notice of the desire to take such leave at such time as the pregnancy has been definitely determined and in no event later than the fourth (4th) month of the pregnancy. Such notice shall be accompanied by a physician's certificate setting forth the date of the expected birth.
4. An Employee who adopts a child under the age of six (6) years may apply for an unpaid adoptive leave of up to six (6) consecutive calendar months which shall begin when the child is physically turned over to the Employee or on a date reasonably in advance thereof as may be agreed by the Employer and Employee. The Employee shall give notice of the desire to take such leave as soon as the Employee knows that the child intended to be adopted will be acquired.
5. Prior to a return from giving birth, an Employee shall submit a physician's certificate to the Department of Human Resources indicating that she has been released to return to full duty without restrictions.
6. An Employee on unpaid child rearing leave shall not accrue sick days on such leaves nor be entitled to any other benefits except that insurance

coverage will be continued at the expense of the Employer subject to Employee's co-pay premium.

7. On both natural birth leaves and adoptive leaves, seniority rights shall not be affected by the leave.
8. The Employee shall not be entitled to move a step on the salary schedule upon his/her return to work if the child rearing leave exceeds 93 school days.

**F. *Personal Days***

Employees shall be allowed absence for personal reasons without loss of pay subject to the following limitations:

1. Effective with the 2016-17 school year, each employee will be credited with four (4) personal days at the beginning of the school year.
2. Effective with the 2016-17 school year, the maximum number of Employees to be allowed such absence on any one day is ten percent (10%) from each building of the professional staff.
3. Effective with the 2017-2018 school year, up to one (1) unused personal day (for a maximum of five (5) personal days to be available for use in any one year) may be carried over into the next Contract year but must be used before June 1 of that next Contract year. Teachers shall be reimbursed for any unused personal leave days which are carried over into a subsequent school year and which remain unused as of June 1 of that year. The rate of reimbursement is \$95.00 for each unused personal day. No application is necessary - the reimbursement will be processed through the payroll office.
4. Requests for such absence are to be submitted at least one (1) week in advance.
5. Effective with the 2016-2017 school year, personal days can be taken without one (1) week advanced notice on an emergency basis. Documentation of emergency must be provided upon return.
6. Effective with the 2019-2020 school year, personal days may only be taken in full days.
7. Upon request, the names of Employees taking personal days shall be made available to the President of the Association.

**G. *Requests for Days Without Pay***

An Employee shall be granted by the Superintendent of Schools upon request a maximum of ten (10) days of absence in a school year, and with deduction from

salary, for reasons not associated or related to his/her profession, upon forty-eight (48) hours written notice to the office of the Superintendent of Schools transmitted through the office of the principal of the school in which is Superintendent of Schools and proper notification of such approval forwarded to the Professional Employee and the appropriate administrators prior to the date of absence. Request for approval shall recognize possible hardship to the operation of the schools that may result and in any event there shall be a limit of twelve (12) Employees on at-will day leave per day. Any such at-will days granted beyond ten (10) per school year must first be approved by the School Board. Effective with the 2016-17 school year, days without pay will be considered by the District based upon a case-by-case analysis predicated upon exigent circumstances within the discretion of the Administration.

H. ***Death in the Family***

1. In case of death in the immediate family, Employees shall be allowed full pay for absence from the date of death (No pay shall be paid for the date of death if the Employee has not received notice of the death and has completed the school day.) to the morning of the second day following the funeral, not to exceed five (5) scheduled workdays. Employees shall be permitted to bank 1 of the 5 bereavement days for death-related events, which shall include Will administration or memorial service, so long as the bereavement day is utilized during the then current school year prior to the least teacher duty day and provided that there is documentation to justify the day is provided to the District. Immediate family shall be construed to mean: father, mother, brother, sister, husband, wife, son, daughter, parent-in-law, step-parent, grandparents, grandparent-in-law, grandchild, step-child or any person with whom the Employee has made his/her home.
2. In case of death of a near relative residing in the same household, the same absence shall be allowed. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law and sister-in-law.
3. In case of death of a near relative not residing in the same household, Employee shall be allowed one (1) day of absence without loss of pay to attend the funeral or memorial service.

**VI. PAY PROCEDURE**

Separate checks shall be issued for the following:

- A. Regular salary
- B. Retroactive pay
- C. Curriculum writing and extra-curricular activities which carry a salary of more than \$100.00.

Such payment shall be paid as soon as possible after the concluding date of the activity. All other payments shall be included in the regular salary check.

Payment for other activities paid on an hourly basis shall be included in the Employee's next pay check.

- D. In the event that the Employer issues an incorrect pay check or loses a pay check, the check shall be reissued immediately.
- E. All Bargaining Unit Members shall be required to receive their pay through direct deposit and electronic advice (notification of deposit) at a banking institution of each Bargaining Unit Member's own choosing except in cases of good cause shown. For good cause shown, a Bargaining Unit Member may opt out of direct deposit and receive a paper pay check.

## **VII. REDUCTION IN PAY FOR ABSENCE**

An Employee who does not work the required number of days in the contract year or who does not have any paid leave available to him/her shall have his/her annual salary reduced at the rate of 1/376th for each one-half (1/2) day or less of such absence.

## **VIII. TAX-SHELTERED ANNUITY**

- A. Employer shall continue to make payroll deductions for the Employees' tax-sheltered annuity plans.
- B. Employer shall establish and maintain a written Section 403(b) Plan. The Plan shall be consistent and in accordance with IRS regulations.

## **IX. INSURANCE**

### **A. *Life Insurance***

- 1. Employer shall provide for each Employee paid life insurance coverage in the amount of \$50,000.00.
- 2. Employer shall provide for a life insurance policy in the amount of \$6,000.00 for any Employee who has worked for at least ten (10) continuous years for Employer, who has left or leaves the Employer because of retirement, withdrawal or disability in which the Employee elects to be and is paid an annuity under the provisions of the Public School Employees' Retirement Code.

### **B. *Medical Insurance***

- 1. (a) Employer shall provide for each Employee and his/her spouse and dependent children health, medical, vision, prescription and dental benefits with the current PPO Plan, which plan is set forth in Appendix "B" attached

hereto. The Employer shall provide for each Employee and his/her spouse and dependent children, health, medical, vision, prescription and dental benefits with a PPO health (medical) plan with a \$350/\$700 employee/family deductible and an out-of-pocket limit of \$1,500/\$3,000 for employee/family for the 2019-2020 and 2020-2021 school year. Effective January 1, 2022, the PPO Plan will have a \$500/\$1,000 employee/family deductible and an out-of-pocket limit of \$2,000/\$4,000 employee/family.

Should an Employee be called up to active military duty, the Employer shall continue to provide the health plan coverage for the Employee's spouse and dependents while the Employee is on active military duty not to exceed two (2) years.

The Employer shall notify all Employees at the end of the calendar year of the balance of their lifetime maximum.

(b) Each Employee shall make monthly contributions towards the cost of the selected plan to be deducted from each pay of the Employee as follows:

2019-2020: 11% premium share; contribution caps of \$125 (single), \$210 (two party), and \$235 (family).

2020-2021: 11% premium share, no caps.

2021-2022: 11.5% premium share, no caps.

2022-2023: 12% premium share, no caps.

(c) Prescription Drug Co-Pay (PPO Plan) —For the 2019-2020, 2020-2021 and 2021-2022 school years through December 31, 2021, the prescription co-pays that will be in place are as follows:

Note: no deductible

Retail (30 day supply)		Mail Order (90 Day Supply)	
Generic	\$5.00	Generic	\$10.00
Preferred Brand	\$35.00	Preferred Brand	\$70.00
Non-Preferred Brand	\$70.00	Non-Preferred Brand	\$140.00

Effective January 1, 2022, the prescription co-pays will be as follows:

Retail (30 day supply)		Mail Order (90 Day Supply)	
Generic	\$5.00	Generic	\$10.00
Preferred Brand	\$50.00	Preferred Brand	\$70.00
Non-Preferred Brand	\$100.00	Non-Preferred Brand	\$140.00
\$50.00/\$100.00 prescription deductible			

Effective as soon as practicable following Contract ratification and upon implementation of the new medical plan, Employer will also have the right to implement utilization management guidelines for the prescription plan, which may include but not be limited to, utilization management procedures that may change from time to time, including step therapy, mandatory mail order, and other review procedures recommended by the Pharmacy Benefit Manager to ensure cost savings in the delivery of the prescription program to the extent possible.

(d) Employer shall make available to Employees a Section 125 Plan for the medical cost contributions.

(e) Eligible Spouse Rule - This Plan is the secondary payor of benefits for spouse eligible for coverage through another employer's group benefit plan. Benefits from this Plan will coordinate its benefits against those of the best benefit option available to the spouse by that employer for medical expenses, whether or not selected for coverage. Verification will be provided by spouse and/or spouse's employer.

(f) Two Spouse Rule - If Employees are married to each other, the spouse whose birthday falls first during the year shall be entitled to family coverage and the other spouse shall be considered an in-family dependent. The two spouse rule does not apply to dental and vision benefits.

2. Effective as soon as practicable following Contract ratification, a joint labor/management committee consisting of an equal number of District appointees and Association appointees will be formed for the purpose of exploring the following issues with respect to the District's health benefit program:

(a) Review of methodology of calculating the imputed premiums per month and the related COBRA/Public Health Service Act premiums.

(b) Possible migration and/or modifications to the prescription program to result in potential savings to the District and, in turn, Bargaining Unit Members.

(c) Possible movement from the existing Berkshire Health Network or modifications to the health benefit program to achieve greater efficiency and/or savings.

(d) The committee shall have authority to make recommendations to their respective constituents for modifications to the prescription or health benefit program.

(e) The committee shall also have authority to examine and make recommendations with respect to retiree compensation, retiree

health benefits, and prescription benefits and to make further modifications to secure greater efficiencies and savings in the delivery of retiree healthcare benefits and other benefits even though they are covered under Section 5-513 of the Public School Code of 1949.

3. Regardless of which carrier is selected to provide insurance, the plan shall (a) provide for an identification card for each Employee, and (b) guarantee payment of properly filed non-disputed claims within sixty (60) days of such filing.
4. Medical insurance benefits shall continue to cover the spouse and dependent children of a deceased Employee for a period of six (6) months after the death, subject to the appropriate co-pay premium the Employee would be required to pay.

5. Retiree Insurance:

Employer shall provide for the rest of an Employee's life all single medical insurance coverages as provided for present Employees hereof for retiring Employees having twenty (20) or more continuous years of employment (including long-term substitute time) with the Reading School District if hired prior to September 1, 1987 subject to the following:

- (a) a premium contribution of one hundred dollars (\$100.00) per month towards the cost of hospital, medical and major medical coverage. If the retiree is not eligible for reimbursement for medical premium contributions paid by the Pennsylvania School Employees' Retirement System (PSERS), then those retirees shall contribute for medical benefit coverage the same amounts paid by Present Employees.
- (b) Retired Employee, when eligible, applying for and receiving Medicare Plan A and Plan B which shall be primary coverage. The Employer shall reimburse retired Employees the cost of Medicare Plan B upon the Employee providing proof that he/she is covered by Medicare Plan A and Medicare Plan B. Failure of eligible retired Employees to apply and receive Medicare Plan A and Medicare Plan B shall result in the Employee only receiving medical benefits from the Employer as if the Employee was a participant in Plan A and Plan B.
- (c) Retiring Employees with less than twenty (20) or more continuous years of employment with the District shall have the option of having the Employer continue to carry Employee's said medical insurance coverage as provided to present Employees provided that such retired Employee shall prepay the cost of such coverages to the

Employer. Employer shall have the right to select the insurance carrier or provide coverage through self-insurance.

The Employer and the Reading Education Association shall cooperate in educating retirees as to the Premium Assistance Program through PSERS by attending retiree meetings, holding joint education seminars and one-on-one meetings to assist the retirees who are eligible for Premium Assistance in filling out the required application and answering all questions and concerns they may have regarding payment for health premiums.

6. A copy of the Schedule of Benefits for each of the medical, vision, prescription and dental plans shall be posted on the Employer's website and available to Employees annually and one hundred copies of each of the Schedules of Benefits shall be provided to the Association annually.

7. The following outlines the present Group Health Benefits:

- (a) Wellness Program –

Those Employees who participate in the Wellness Program and/or have annual physical exams between 07/01 of the previous calendar year and 06/30 of the current calendar year shall be entitled to a two (2) month credit for Employee monthly contributions to health care cost. Participation in this program shall be completely voluntary.

- (b) Subrogation –

The Plan's right to pursue the Covered Person's claims for medical or dental charges against the person causing injury.

Subrogation means that if you incur health care expenses for injuries caused by another person or organization, the person or organization causing the accident may be responsible for paying these expenses.

For example, if you or one of your dependents receives benefits through your plan for injuries caused by another person or organization, your medical plan has a right, through subrogation, to seek repayment from the other person or organization or any applicable insurance company for benefits already paid.

The Plans recovery under Subrogation is limited to the least of: the amount of medical services provided (or claims paid), the amount of medical reimbursement specified in the settlement award, or 50% of the net settlement amount after legal fees.

Your plan will provide eligible benefits when needed, but you may be asked to show documents or take other necessary actions to support the plan in any subrogation efforts.

Subrogation does not apply to an individual insurance policy you may have purchased for yourself or your dependents or where subrogation is specifically prohibited by law.

- (c) Right of Recovery –  
This Plan may pay benefits that should be paid by another benefit plan. In this case this Plan may recover the amount paid from the other benefit plan or the Covered Person subject to the limits disclosed in the subrogation clause. That repayment will count as a valid payment under the other benefit plan.
  - (d) Gastric bypass surgery to be covered must be “medically necessary”.
  - (e) Physical Therapy - coverage shall be limited to thirty (30) visits per year. If the Employee’s practitioner recommends additional visits, they shall be covered by the medical plan.
  - (f) Chiropractic Visits - coverage shall be limited to thirty (30) visits per year. If the Employee’s practitioner recommends additional visits, they shall be covered by the medical plan.
  - (g) Psychotherapy Out Patient - coverage limited to sixty (60) visits per year.
  - (h) Psychotherapy In Patient - coverage limited to thirty (30) days per year.
  - (i) Rental or Purchase of Durable Medical Equipment - coverage shall be limited to \$7,500.00 per year.
  - (j) Routine Wellness Exams and Procedures - in network covered 100%, out of network not covered.
8. (a) Dental Plan: The Employer shall provide preventive and diagnostic dental benefits with an annual maximum of \$1,750.00 per year and shall provide for major restorative coverage at 60% of the cost. The Employer shall provide a life time maximum of \$1,500.00 for orthodontics.
- Employees who elect to use an out of network dental provider will only receive reimbursement for the amount paid to the dental plan providers for the same procedure. The Employer shall provide the Association with a copy of the dental plan provider’s rate list annually.
- (b) Vision Care Plan: The Employer shall reimburse each Employee and each of their dependents to age 26 for the full cost of vision examination plus a maximum of \$200.00 for glasses, frames and/or contact lenses every twenty-four (24) months.

**C. *Personal Property Insurance***

Employer will make available a sum up to \$7,000.00 each Contract year to be used to reimburse Employees for damage to personal property suffered as the result of physical confrontation in the line of employment; payments shall be secondary to the Employee's own insurance coverage for such damage; reimbursement shall be based on market value. Payment will be made as follows:

1. Claims for loss of personal property will be reimbursed at actual cash value to a maximum of \$500.00 per person per claim and loss or damage to an automobile which occurs on school district property shall be reimbursed no more than \$500.00 per person per claim.
2. Verification of the facts surrounding an incident may be required from the person making the claim.

**D. *Income Protection Plan***

Employer shall make available to Employees a long-term disability plan with the following benefits:

1. Payment to Employee if disabled up to 60% of the Employee's salary with a maximum benefit of \$3,500.00 a month until age seventy (70) years with a three (3)-month waiting period.
2. All other terms and conditions as set forth in Reading School District Benefit Plan for Long-Term Disability.

Employer shall contribute one-half (1/2) up to the sum of \$110.00 per Employee per year to the cost of said plan with the individual Employee paying the balance of such cost. In the event that there is insufficient Employee participation to provide a group plan, the Employer shall make the above contributions to provide substantially equivalent individual plans furnished by an insurance company selected mutually by the Employer and the Association unless the premiums shall be \$110.00 or less in which event the Employer shall choose the insurance company.

3. Supplemental insurance may be available from Reading School District at no cost to the District. If an Employee is interested in supplemental insurance they should call the Benefits Office.

**X. *WORKING CONDITIONS***

**A. *Observation of Employees/Unsatisfactory Ratings***

Bargaining Unit Members will be evaluated and rated in accordance with state law and regulations.

1. Any Professional Employee given a failing rating will be placed on an improvement plan for a period of not less than ninety (90) school days beginning with the Professional Employee's receipt of the improvement plan prior to issuance of a second rating. If a Professional Employee is terminated prior to the end of a semester, the District shall make every effort to replace him/her with a permanent substitute.
2. A Professional Employee may be placed on an improvement plan without an unsatisfactory rating for one semester. No rating can be given during this period.
3. Professional Employees shall have the right to affix comments and explanations to evaluation instruments relative to the material contained therein.
4. Professional Employees are entitled to a personal conference with the evaluator within five school days but no later than ten school days in extenuating circumstances after the observation at which time they shall be given a copy of the supervisory conference report.
5. The official improvement plan shall include but not be limited to the following:
  - (a) Regularity of observations: observations approximately once each two weeks.
  - (b) Continuity of observations: there shall be follow-up comments on recommendations and criticisms made at previous sessions.
  - (c) Involvement: evaluators must sit regularly with the Professional Employee involved to analyze and interpret the goals of the improvement plan.
  - (d) Progress: the Principal shall provide written reports detailing the Employee's progress.
6. All monitoring or observation of the performance of an Employee by mechanical means shall be conducted openly and with full knowledge of the Employee. The use of eavesdropping, public address, audio system and similar surveillance device is prohibited except by prior agreement of the Employee. New Employees shall be advised by Employer of observation procedures in writing.

**B. *Temporary Professional Employees***

1. Temporary Professional Employees (TPE) are to be rated at least twice a year, once for each semester or portion thereof.

2. It shall be the duty of the superintendent to notify each TPE, at least twice each year during the period of his or her employment, of the professional quality, professional progress, and rating of his or her services. No TPE shall be dismissed unless rated unsatisfactory, and notification, in writing, of such unsatisfactory rating shall have been furnished the Employee within ten (10) days following the date of such rating.
3. The attainment of Professional Employee status shall be recorded in the records of the board and written notification thereof shall be sent also to the Employee. The Employee shall then be tendered forthwith a regular contract of employment as provided for Professional Employees.
4. Any TPE who is not tendered a regular contract of employment at the end of three years of service shall be given a written statement signed by the president and secretary of the school board and setting forth explicitly the reason for such refusal.

**C. *Employee Protection***

1. In the case of any unprovoked physical assault upon an Employee, the School District shall provide legal counsel to represent the Employee with respect to such assault and shall promptly render assistance to the Employee in connection with handling of the incident by law enforcement and judicial authority.
2. Time lost by an Employee in connection with any incident mentioned in the prior paragraph shall not be charged against the Employee, and he/she shall suffer no loss of pay or fringe benefit for a period of one year. The Workers Compensation policy shall take effect after the one year.

**D. *Posting Vacancies***

Employees shall be notified of administrative promotional opportunities via email or other regularly utilized electronic means when such opportunities become available. Notification of newly created Professional Employee positions will be shared via email or other regularly utilized electronic means when such opportunities become available.

Employer shall post via email or other regularly utilized electronic means all known open professional positions for the following school year as of May 1. The posting shall be for a period of two (2) weeks. Professional Employees may submit requests for consideration when Bargaining Unit assignments are made for a new school year pursuant to the application process established by Employer. The Employer shall determine all professional assignments.

E. ***Personnel File***

1. Any Member of the Bargaining Unit shall have the right at any mutually agreed upon reasonable time to review the contents of his/her personnel file and to request that a Human Resources employee make one (1) copy of any documents except pre-employment references at employer expense per school year, beyond which the Employee must pay. The Association has the right as the Employee's representative to review the Employee's personnel file with the written permission of the Employee.
2. Professional Employees shall have the right to submit a written commentary in response to any item placed in the files, but the written commentary must be prepared and attached to the item in question.
3. No derogatory or unfavorable report shall be placed in such file unless the Employee has first been presented with a copy of such material.
4. All material placed henceforth in an Employee's file shall be dated.
5. Any disciplinary or anecdotal records supporting an evaluation created and maintained by a building administrator as part of the building file shall be destroyed no later than the first day of the next school year. The parties agree that the District, under new regulations regarding evaluations, is permitted to use anecdotal records entered in to the Pennsylvania-Electronic Teacher Evaluation Portal (PAETEP), which is an integral part of the personnel file.
6. Examination of an Employee's file shall be limited to district supervisory personnel, to the Employee and to the Association as the Employee's representative.

F. ***Meetings or Hearings***

Whenever any Member of the Bargaining Unit is required to appear before any Supervisor, Central Administrator, Board or any Committee or Member thereof concerning any matter, he/she shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise him/her or represent him/her during such meeting or interview.

Whenever any Employee is required to attend a meeting or hearing with an Employer representative who has authority to recommend and/or impose discipline, the Employee shall be advised by the Employer in advance of the content of the meeting or hearing and the right of representation by an Association Officer.

G. ***Just Cause***

No Member of the Bargaining Unit shall be given disciplinary suspension, be issued a letter of reprimand into the Employee's file, nor be discharged without just cause. The term "letter of reprimand" shall not include the anecdotal record procedure.

H. ***Residency***

There shall be no attempt on the part of the Employer unilaterally to impose a residency requirement on Members of the Bargaining Unit.

I. ***Jury Duty***

Employees required to serve on jury duty shall be paid their full salary for such time but shall reimburse to Employer by payroll deduction all compensation received for jury duty. Employees shall provide written evidence of compensation received, including mileage, for jury duty. If an Employee is dismissed from jury duty prior to noon, the Employee shall report to work and he/she shall be guaranteed travel time, a duty free lunch and a preparation period. This shall apply to jury duty in Berks County as well as in State and Federal cases.

J. ***No Strikes or Lockouts***

The Employer shall not conduct or cause to be conducted a lockout during the term of this Agreement.

K. ***Driving Students***

Employees shall not be required to drive students at any time in their personal vehicles.

L. ***Length of School Day***

1. The Employee day shall not exceed the following, except as otherwise provided herein:
2. Elementary (Kindergarten through Fourth Grade) - seven (7) hours Tuesday through Friday.
3. Middle School (Fifth Grade through Eighth Grade) - seven (7) hours thirty (30) minutes Tuesday through Friday.
4. Senior High (Ninth Grade through Twelfth Grade) - seven (7) hours thirty (30) minutes Tuesday through Friday. The Monday faculty meetings shall remain as they currently exist in Article X, Q. The extra fifteen (15) minutes per day for elementary, 10 minutes for Middle School, and 20 minutes for High School during Tuesday through Friday are to be used for teacher interaction with parents and/or students and minimal administrative use.

The length of the instructional portion of the work day shall remain the same.

Whenever an Employee is required to attend an in-service meeting or other meeting that is school related, mileage shall be paid to such Employee if his/her automobile is required to be used for such travel. Such meetings shall include county in-service and Monday in-service meetings. The rate of such mileage payment shall be the maximum amount permitted by the Internal Revenue Service.

The Superintendent or his/her designee may schedule, after meet and discuss session with Association officials, in-service day programs not to exceed seven and one half (7 1/2) hours (including the lunch break) with a starting time between 8:00 A.M. and 8:30 A.M.

M. ***Length of School Year***

The school year shall consist of 180 teaching days plus a total of six (6) in-service and two (2) clerical days, provided that if, as the result of emergency, 900 and 990 instructional hours cannot be provided for elementary and secondary schools respectively within the scheduled school year, additional teaching days or time may be scheduled to meet those minimums.

N. ***Preparation Period***

The length of the Employee's preparation period per day or per week shall be determined by the necessities imposed by the school schedule. Once such a schedule is established, Employees who are given classroom or duty assignments during the preparation period shall be compensated at the professional compensation rate, unless compensatory time is provided within two (2) weeks by the Principal.

When classes of absentee Teachers are split among other classes, the Teachers handling a class fragment of 5 or more students shall be paid for the time involved at a rate calculated by multiplying the then current professional compensation rate by the percentage of the total number of pupils in the class that was split which are assigned to the Teacher.

In the event that a Specialist is absent and the District makes no other provisions for covering the class during art, music, physical education periods, and library periods (when library is a regularly scheduled class), the Teacher shall be credited with time towards hourly pay for the period spent with the Teacher's own pupils.

O. ***Library Classes***

Beginning April 11, 1994 each elementary class will be scheduled for library time with a certified Librarian each week, except during the last ten (10) student days when inventory will be taken.

No Librarian will be adversely evaluated, disciplined or discharged for failure to complete an inventory because of assignments for class coverage.

P. ***Lunch Period***

Each Employee shall receive each teaching day a duty-free lunch period for lunch of not less than thirty (30) minutes as provided by the School Code of 1949, as amended.

Q. ***Mandatory Professional Responsibilities/Duties***

It is agreed that after-school duties for Teachers be assigned based on the need for such events to occur on a yearly basis. The amount of time assigned shall be limited to eight (8) hours. These duties shall consist of the following events by teaching level:

**Elementary:**

1 Open House (2 hours), 2 Parent-Teacher Conferences (4 hours), 1 other event/duty (2 hours)

**Middle School:**

1 Open House (2 hours), 2 Parent-Teacher Conferences (4 hours), 1 concert/show/program (2 Hours)

**Intermediate High School:**

1 Open House (2 hours), 2 Parent-Teacher Conferences (4 hours), 1 other event/duty (2 hours)

**High School:**

Non-negotiable after-school attendance: September - "Meet the Teacher" night (2 hours); June - Graduation (4 hours)

Teachers must also choose one or two of the following to attend: Winter Play/Musical; Holiday Concert; Art Show; Spring Musical; National Honor Society Induction; Spring Concert; Athletic Banquet; Superintendent's Recognition Dinner; Scholarship Presentation

Any other event/duty shall be assigned on a volunteer/voluntary arrangement. Teacher shall be compensated with either professional compensation (as listed in Article IV., F. herein) or by compensatory time (<= 1 hour = 1 hour comp time: >1 hour up to 2 hours= 2 hours comp time: > 2 hours up to 3 hours = 3 hours comp time).

A "volunteer" is a teacher, who by their own free-will expression, decides to give of their own personal time to participate in an after-school hours event/duty. Such teacher shall be compensated at the professional compensation rate or by compensatory time (above).

Such volunteering shall have no direct or implied pressure by building administration to secure volunteers. Likewise, there shall be no pressure by faculty members to deter volunteering.

Meetings may be held for periods up to forty-five (45) minutes beyond the end of the regular Teacher day on the first three (3) calendar Mondays of each month that school is in session, except that in the month of September, such periods may be scheduled by the Employer on the first three (3) school Mondays. Monday regular Teacher day shall be:

Elementary	- 6 hrs. 45 mins.
Middle School	- 7 hrs. 20 mins.
Secondary	- 7 hrs. 10 mins.

R. ***Doctor's Certificate***

A doctor's certificate shall be supplied by the Employee after three (3) or more consecutive days of absence due to illness.

S. ***Absence Reporting***

Employer shall provide Employee with necessary information, including but not limited to, a phone number and time to report absence from work with the right of the Employer to change the time of reporting.

T. ***Changing Grades***

If an administrator changes a grade, it can only be changed to a "pass" or "fail". A grade change for any single student by an administrator shall be limited to three (3) changes, and the grade point value of a "pass" shall be two (2) points or less.

U. ***Medication and Medical Functions***

No Employee shall be required by the Employer to dispense or administer medication or perform any other medical function except for school nurses as provided for in the School Code of 1949, as amended.

V. ***Seniority/Reduction in Force***

1. Definition - The term seniority refers to the total number of years as a Temporary Professional Employee or Professional Employee in the Reading School District including approved leaves of absence.
2. If in the discretion of the Employer a reduction in force is to take place, it shall take place by attrition to the extent possible. In the event that such reduction cannot be fully accomplished by attrition, any remaining reduction shall be accomplished on the basis of Bargaining Unit seniority. Where seniority is equal, the decision shall be made by lot in the presence

of the administrative and Association representatives, except that seniority acquired prior to an Employee's suspension (furlough) because of a reduction in force shall be counted as seniority upon return to employment. Time during which an Employee is on suspension due to a reduction in force shall not be counted toward seniority.

**W. *Tuition Reimbursement***

A Tuition Reimbursement Plan shall be made available to all Professional Employees with the exception of long-term substitutes and floaters for courses from an accredited institution in accordance with the following guidelines:

1. Prior approval of courses by Superintendent or designee is required, and effective September 1, 2016, the Superintendent or designee shall determine which courses they deem to be of rigor to be eligible for tuition reimbursement. It is understood that any past practices of the Superintendent or designee in approving such courses are eliminated upon Contract ratification.
2. Evidence of completion of the course(s) with a grade of B, Pass or Successful Completion or better is required for reimbursement.
3. Evidence of completion is to be submitted to the Human Resource Department on/or before November 1 of the subsequent school year for payment prior to November 15.
4. The maximum reimbursement will be set at \$450.00 per credit and a maximum number of credits per academic year set at nine (9).
5. The annual budgeted amount for tuition reimbursement will be \$300,000.00 each year of the Agreement.
6. Courses must be related to current employment status; courses which prepare the Employee for careers outside education will not be reimbursed.
7. Effective with the 2016-17 school year, I.U. courses will no longer be reimbursable.
8. Under no circumstances will courses offered through a third-party provider such as Learners Edge, who enter into agreements with various colleges and universities for the sole purpose of affording credit offered through the third-party provider, be approved for tuition reimbursement.
9. If the Employee leaves the School District within one (1) year after issuance of the tuition reimbursement check, he/she must reimburse the Employer within ninety (90) days of his/her resignation. The last paycheck issued to the Employee shall be retained by the Employer toward the reimbursement. Any reimbursed tuition collected from Employees who fail to remain the

required number of years after receiving tuition reimbursement shall be added to the annual budgeted amount for the year in which the tuition is collected.

10. The Employer will provide the Association President with a list of all Employees who received tuition reimbursement and the amount received by December 1 of each year.

**X. *Scheduling***

Employer agrees to notify staff of tentative courses to be taught for the following school year as soon as possible prior to the end of the preceding school year but in no event later than June 30 of each year. Changes to tentative courses taught must have an educational reason and that reason must be presented upon request.

Notification of assignment – If there's going to be the need for changing teachers' grade levels or content areas, then the position shall be offered to all properly certified people in the building.

**Y. *Safety***

Employer shall provide school buildings with heating, adequate lighting and sanitary conditions, so that the occupants of any such building may have proper and healthful accommodations. This provision of the Collective Bargaining Agreement cannot be enforced through the grievance procedure but can be enforced through the judicial or administrative agency system in the Commonwealth of Pennsylvania.

Should an Employee raise a safety or security issue with the Employer, the Employer shall make every effort to resolve the issue in a prompt manner.

The Reading School District Safety Committee shall include a representative of the Association who shall be appointed by the Association President and who shall participate in any Committee activity without loss of time or pay. The Employer shall invite the Association representative to any scheduled building and/or facility walkthroughs scheduled by the Safety Committee.

**Z. *Staff Development***

Newly hired non-tenured Teachers shall work a maximum of sixty (60) additional staff development hours beyond the requirement for tenured teachers over the course of three (3) years. Teachers who fail to receive tenure after three (3) years shall work an additional ten (10) staff development hours per year until tenure is reached.

A committee of Association and Administration representatives shall develop/review a course of study for the above on an annual basis.

**AA. *Resignations/Retirements***

**1. Definition - Resignation**

Resignations include all severance of employment with the Reading School District other than those involving retirement. Resignations from the District do not entitle Professional Employees to contractual benefits specifically cited in the Board-Teachers' Contract for retirees.

**2. Definition – Retirement**

Retirement from the Reading School District includes severance in employment under which a retiring Employee immediately draws direct benefits from the Public School Employees' Retirement System (PSERS) funds.

**BB. *Lesson Plans***

Teachers shall prepare and make available for inspection five (5) days of lesson plans in advance. Full and complete lesson plans shall be required for the first three (3) days. Skeletal plans may be used for the subsequent two (2) days.

Full and complete lesson plans shall include:

- Date, time frame, subject, and grade;
- Goal/objective related to Reading School District's standards aligned curriculum;
- Skills/knowledge related to address the needs of students as indicated by data;
- Activities/Procedures to deliver instruction;
- Procedures should include scaffolds, accommodations, modifications, and specially-designed instruction to ELs, students with IEPs, and/or at risk learners.
- Procedures/plans for a paraprofessional should be included if a paraprofessional is assigned to the class and/or student(s).
- Resources to be utilized;
- Assessments, whether formal or informal, that measure the objective of the lesson; and
- It is understood that canned lesson plans from, for example, the Teacher-to- Teacher Website or the Teacher.org Website will not be

avored by the District Administration in terms of lesson plan preparation.

Skeletal plans shall include the date, time frame, subject, grade, topic to be studied, the skills and knowledge to be covered for the day, the appropriate book/page activity, and other resource references.

Teachers are to provide adequate directions for substitutes, the purpose of which shall be to continue effective continuity of instruction during their absence. District substitute packets are to be completed and utilized for emergencies only.

Lesson plans shall remain on the teacher's desk or in another place designated by the building principal to be readily available to the substitute teacher and building principal or his/her designee.

District Administration, a building principal, or his/her designee has the authority to determine whether lesson plans are sufficient and in compliance with this policy and any performance improvement plans agreed to by the teacher relative to his/her lesson plans obligations.

## **XI. ASSOCIATION RIGHTS AND PRIVILEGES**

### **A. *Grievance and Arbitration Procedure***

A grievance is a difference or dispute between the Employer and the Association or Employees covered by this Agreement, as to the meaning and the application of or compliance with the provisions of this Agreement.

1. Grievances of Employees shall be disposed of in the following manner: [

**STEP ONE:** The Employee and/or the Association shall raise the grievance with the principal or supervisor and request a meeting within ten (10) days after the occurrence of the event giving rise to the grievance. If the principal or supervisor does not respond within the ten (10) days, the remedy will be instituted.

**STEP TWO:** If the Employee and/or the Association are not satisfied with the answer, he/she and/or the Association shall reduce the grievance to writing with the Superintendent or designee within ten (10) days after the Step One meeting and the Superintendent or designee will give his/her written answer to the Employee with a copy to the President of the Association within ten (10) days. If the Superintendent or designee does not respond within the ten (10) days, the remedy will be instituted.

**STEP THREE:** If the Employee and/or the Association are not satisfied with the answer, he/she and/or the Association shall within ten (10) days submit the grievance to the School Board in written form, and the School

Board will give, within ten (10) days, a written answer to the Employee and the President of the Association.

**STEP FOUR:** If the grievance has not been settled in Step Three, it may be referred to arbitration by the Association within thirty (30) days after receipt of the written decision of the committee. The arbitration shall proceed with all practicable dispatch. The School District may be represented at the arbitration by counsel and the Employee shall be represented by the Association.

2. General

- (a) The award and decision of the arbitrator shall be final and binding on both parties and the grievant; provided, however, that the arbitrator shall have the authority only to interpret and apply the provision of this Agreement and shall have no authority to add to, detract from or alter the same.
- (b) All reference in the grievance procedure to days shall mean teacher duty days.
- (c) Expenses of arbitration shall be borne equally by the parties.
- (d) No award of money payment shall be made by the arbitrator retroactive beyond five (5) days prior to the time of the initial submission of the grievance to the First Step.
- (e) In the event that the Employer shall fail to meet any of the time limits set forth in this procedure, the matter shall proceed to the next step in this procedure. In the event that the grievant shall fail to observe the time limits as set forth in this procedure, upon such default, the grievance shall be considered to be settled in the manner provided in the Employer's last written answer. Time limit may be extended by mutual written agreement.
- (f) In suspension and discharge cases, the grievance shall commence at Step Two and must be filed within ten (10) days after the Employee and the Association have been notified of the discharge and the reasons therefore.
- (g) Grievance shall be handled outside of normal working hours unless the parties shall otherwise agree and shall be scheduled by the administration at reasonable times in accordance with available facilities and personnel.
- (h) The Employer shall not discriminate or recriminate against any Employee for involvement in the grievance process.

- (i) The Association shall be represented at every step of the grievance procedure whether or not requested by the grievant.
- (j) The Association may file a class action grievance on behalf of more than one Bargaining Unit Member beginning at Step Two.

3. **Complaint Procedure**

- (a) A complaint is defined as a claim by an Employee and the Association that there has been a violation, a misinterpretation, or inequitable application of any of the written personnel policies of the Employer which affect that Employee.
- (b) A complaint shall not include any matter covered by the grievance and arbitration procedure nor shall a Complaint include any matter subject to the Meet-and-Discuss provision.
- (c) A complaint shall first be discussed with the aggrieved person's principal or supervisor with the objective of resolving the matter informally. The request for this discussion shall be made by the Employee to the principal or supervisor within ten (10) days of the occurrence of the complaint. If the discussion does not resolve the matter to the satisfaction of the Employee, he/she may file a formal grievance under Step One of the grievance procedure within ten (10) days after such discussion. Thereafter, the Association may process the complaint through Step Two of the grievance procedure.

B. ***Unusual Pay Period***

Normal payday shall be on Friday. When such payday shall fall on a holiday or during vacation, Employer shall determine the date of payment but shall first consult with the Association.

C. ***Bulletin Boards***

Employer shall supply reasonable bulletin board space in each building for the exclusive use of the Association for purposes of posting material dealing with proper and legitimate Association business. Such space may be on existing bulletin boards. The Employer may require such space to be in the faculty room. The Association shall maintain such space in a neat and orderly manner.

D. ***Association Business***

- 1. All Association business shall be conducted outside of working hours and at no expense to Employer.
- 2. Employer shall permit the Association to use Employer's facilities in such manner as said facilities are permitted to be used by other groups and

organizations, provided that request therefore shall be made in sufficient time to permit such usage and provided that such usage shall not conflict or interfere in any way with usage of such facilities for school purposes. The Association may use such facilities without meeting the foregoing provisions with special permission of the Superintendent of Schools.

3. The Employer shall permit the Association to use its e-mail system for official Association business.

E. ***Meet-and-Discuss***

A committee of Association building representatives may request meetings with building administrators no more frequently than one (1) time per month to meet and discuss such matters as are required to be subject to "Meet-and-Discuss" by Act 195; provided that request for such meeting is made at least five (5) days in advance of the meeting and provided that an agenda for the matters to be discussed at said meeting shall be furnished at the time the request is made. Unless agreed to by the parties, grievances shall not be discussed at such meetings. Such meetings shall be held at times mutually agreeable to the two (2) committees but not during regular hours of employment unless agreed to by the Employer.

F. ***Maintenance of Membership***

All Employees who have joined the REA or who join in the future must remain members for the duration of this Collective Bargaining Agreement with the provision that any such Employee may resign from REA during a period of fifteen (15) days prior to the expiration of this Agreement.

G. ***Payment of Dues to Association with Dues Deduction***

1. Non-payment of dues to the Association by any Employee covered by this Agreement shall not be a condition of employment.
2. Dues Deduction.
  - (a) Employer shall deduct from the Employees' salaries an amount to cover the dues of the Association, the dues of the Pennsylvania State Education Association and the dues of the National Education Association as the Employee voluntarily authorizes the Employer to deduct, and to transmit the monies so deducted to the person designated by the Association on the day the Employees receive their pay.
  - (b) The Association shall furnish to the Employer individual authorization cards for each Employee for whom dues deduction is requested. Such cards shall state the following:

I hereby request and authorize the Reading School District to deduct from my salary, until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, for the Reading Education Association, the Pennsylvania State Education Association and the National Education Association.

Such amounts shall be paid to such person as is designated by the Reading Education Association. This authorization may be terminated only under the maintenance of membership clause of this Agreement - XI F. Upon termination of my employment, the School District shall deduct any remaining amount due for the current school year from my salary then owing. I hereby waive all right and claim for moneys so deducted and transmitted and release and relieve the Reading School District, its School Board Officers and Employees from any and all liability therefore.

Any authorization for the deduction of dues which was given prior to the effective date of this Agreement shall remain effective until a termination notice is given by an Employee.

- (c) The Association shall certify to the Employer, in writing, the amount of the membership dues from the Association, the Pennsylvania State Education Association and the National Education Association. If there is any change in the rate of any dues, the Association shall give the Employer thirty (30) days written notice thereof prior to the effective date of such change.
- (d) Deductions referred to herein shall be made in eleven (11) consecutive payroll payments beginning with the first November payroll; the first ten (10) shall be equal and the eleventh (11th) shall be for the balance. Any new Employee joining the Association after the first November payroll shall be placed on payroll deduction for the amount determined by the Reading Education Association following the guidelines established for Credit Union deductions.
- (e) If an Employee who is absent on account of sickness, leave of absence, or for any other reason has earnings due him/her for the month insufficient to pay the dues deduction for that month in full, no deductions will be made for that Employee for that month. The Association will arrange collection of dues for that month directly with the Employee.
- (f) The Association hereby agrees to save the Employer harmless from any action growing out of the deductions provided for herein commenced by any person against the Employer and assumes full responsibility for the disposition of the funds it deducted once they

have been turned over to the person designated by the Association to receive them.

H. ***Association Days***

Not more than forty (40) teaching days of absence per year shall be allowed, without loss of pay, for Association professional purposes. Requests for such absence to be subject to the approval of Employer. There shall be a limit of twelve (12) Employees excused per day.

I. ***SAC-REA Representation***

The Superintendent's Advisory Council, half of whose members shall be appointed by the Association and half by the Superintendent of Schools, shall continue as in the past. The purpose of the Superintendent's Advisory Council (SAC) is to enable the Association to raise issues with the Superintendent in order to attempt to resolve them and to avoid grievances and complaints.

J. ***Release Time for Association President***

The President of the Association shall be on full-time release and shall be subject to the terms of the Memorandum of Understanding between the parties that shall be attached.

K. ***Association Receipt of Information***

Upon request, the Administration shall provide the Association President with a list of all Employees in the Bargaining Unit to include their names in alphabetical order, home addresses, dates of hire, job titles, Employee numbers and names of the building or facility to which they are assigned. Upon request, the Administration shall also provide the Association President with a list of all Employees who have entered or left the Bargaining Unit for any reason to include their names, home addresses, dates of hire, job titles, Employee numbers and names of the building or facility to which they are assigned.

L. ***Input into Calendar***

The Association shall be granted the right to provide input into the development of the annual school calendar prior to the first reading or initial presentation to the public.

**XII. MANAGEMENT CLAUSE**

The Employer shall retain all of its rights of management which are not inconsistent with this Agreement or the exercise of which do not conflict with this Agreement whether or not considered by the parties hereto during the negotiation of this Agreement. Any of the rights, powers, functions or authority which the Employer had prior to the signing of this Agreement, including but not limited to those in respect to wages, hours of employment or

conditions of work except as they are specifically abridged or modified by this Agreement are retained by the Employer and shall not be subject to negotiation during the term of this Agreement. Nothing in this Agreement nor the Agreement itself shall be considered as requiring the Employer to continue any past practices.

### **XIII. POLICY AND PROCEDURES**

The policies and procedures attached hereto as Appendix C represent practical administrative endeavors to create a wholesome working relationship between Administration and Employees and for efficiency of operation of the school district.

Appendix C shall remain in full force and effect for the term of this Agreement subject to modification by the Board of Directors in August of each year and shall not be subject to the grievance/arbitration procedure set forth in this Agreement.

### **XIV. STATUTORY SAVINGS CLAUSE**

Nothing contained herein shall be construed to deny or restrict to any Employee such rights as she/he may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere.

### **XV. SEVERABILITY**

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

THE READING SCHOOL DISTRICT

By: 

Attest: 

THE READING EDUCATION ASSOCIATION

By: 

Attest: 

## APPENDIX A - SALARY SCHEDULES

### Reading EA Step Placement Chart

<b>2018-19 Base Year</b>	<b>2019-20 Year 1</b>	<b>2020-21 Year 2</b>	<b>2021-22 Year 3</b>	<b>2022-23 Year 4</b>
New Hire (19-20)	1	A	B	C
1	2	A	B	C
2	3	B	C	D
3	4	C	D	E
4	5	D	E	F
5	6	E	F	G
6	7	F	G	H
7	8	G	H	I
8	9	H	I	J
9	10	I	J	K
10	11	J	K	L
11	12	K	L	M
12	13	M	N	O
13	14	O	O	O
14	15	O	O	O
15	15	O	O	O

### 2018-19 Base Year Salary Schedule

Steps	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48	DOC
1	41,000	42,200	45,650	49,150	51,650	54,150	56,650	59,150	61,650
2	42,725	43,925	47,375	50,875	53,375	55,875	58,375	60,875	63,375
3	43,725	44,925	48,375	51,875	54,375	56,875	59,375	61,875	64,375
4	44,925	46,125	49,575	53,075	55,575	58,075	60,575	63,075	65,575
5	46,125	47,325	50,775	54,275	56,775	59,275	61,775	64,275	66,775
6	47,325	48,525	51,975	55,475	57,975	60,475	62,975	65,475	67,975
7	48,525	49,725	53,175	56,675	59,175	61,675	64,175	66,675	69,175
8	49,725	50,925	54,375	57,875	60,375	62,875	65,375	67,875	70,375
9	51,225	52,425	55,875	59,375	61,875	64,375	66,875	69,375	71,875
10	52,725	53,925	57,375	60,875	63,375	65,875	68,375	70,875	73,375
11	54,225	55,425	58,875	62,375	64,875	67,375	69,875	72,375	74,875
12	56,188	57,388	60,838	64,338	66,838	69,338	71,838	74,338	76,838
13	62,001	63,201	66,651	70,151	72,651	75,151	77,651	80,151	82,651
14	67,528	68,728	72,178	75,678	78,178	80,678	83,178	85,678	88,178
15	72,519	73,719	77,169	80,669	83,169	85,669	88,169	90,669	93,169

### 2019-20 Salary Schedule

Steps	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48	DOC
1	41,750	42,950	46,400	49,900	52,400	54,900	57,400	59,900	62,400
2	43,475	44,675	48,125	51,625	54,125	56,625	59,125	61,625	64,125
3	44,475	45,675	49,125	52,625	55,125	57,625	60,125	62,625	65,125
4	45,675	46,875	50,325	53,825	56,325	58,825	61,325	63,825	66,325
5	46,875	48,075	51,525	55,025	57,525	60,025	62,525	65,025	67,525
6	48,075	49,275	52,725	56,225	58,725	61,225	63,725	66,225	68,725
7	49,275	50,475	53,925	57,425	59,925	62,425	64,925	67,425	69,925
8	50,475	51,675	55,125	58,625	61,125	63,625	66,125	68,625	71,125
9	51,975	53,175	56,625	60,125	62,625	65,125	67,625	70,125	72,625
10	53,475	54,675	58,125	61,625	64,125	66,625	69,125	71,625	74,125
11	54,975	56,175	59,625	63,125	65,625	68,125	70,625	73,125	75,625
12	56,938	58,138	61,588	65,088	67,588	70,088	72,588	75,088	77,588
13	62,001	63,201	66,651	70,151	72,651	75,151	77,651	80,151	82,651
14	67,528	68,728	72,178	75,678	78,178	80,678	83,178	85,678	88,178
15	73,269	74,469	77,919	81,419	83,919	86,419	88,919	91,419	93,919

### 2020-21 Salary Schedule

Steps	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48	DOC
A	45,475	46,675	50,125	53,625	56,125	58,625	61,125	63,625	66,125
B	46,675	47,875	51,325	54,825	57,325	59,825	62,325	64,825	67,325
C	47,875	49,075	52,525	56,025	58,525	61,025	63,525	66,025	68,525
D	49,075	50,275	53,725	57,225	59,725	62,225	64,725	67,225	69,725
E	50,275	51,475	54,925	58,425	60,925	63,425	65,925	68,425	70,925
F	51,475	52,675	56,125	59,625	62,125	64,625	67,125	69,625	72,125
G	52,975	54,175	57,625	61,125	63,625	66,125	68,625	71,125	73,625
H	54,475	55,675	59,125	62,625	65,125	67,625	70,125	72,625	75,125
I	55,975	57,175	60,625	64,125	66,625	69,125	71,625	74,125	76,625
J	57,938	59,138	62,588	66,088	68,588	71,088	73,588	76,088	78,588
K	60,470	61,670	65,120	68,620	71,120	73,620	76,120	78,620	81,120
L	63,001	64,201	67,651	71,151	73,651	76,151	78,651	81,151	83,651
M	65,765	66,965	70,415	73,915	76,415	78,915	81,415	83,915	86,415
N	68,528	69,728	73,178	76,678	79,178	81,678	84,178	86,678	89,178
O	74,269	75,469	78,919	82,419	84,919	87,419	89,919	92,419	94,919

### 2021-22 Salary Schedule

Steps	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48	DOC
A	46,475	47,675	51,125	54,625	57,125	59,625	62,125	64,625	67,125
B	47,675	48,875	52,325	55,825	58,325	60,825	63,325	65,825	68,325
C	48,875	50,075	53,525	57,025	59,525	62,025	64,525	67,025	69,525
D	50,075	51,275	54,725	58,225	60,725	63,225	65,725	68,225	70,725
E	51,275	52,475	55,925	59,425	61,925	64,425	66,925	69,425	71,925
F	52,475	53,675	57,125	60,625	63,125	65,625	68,125	70,625	73,125
G	53,975	55,175	58,625	62,125	64,625	67,125	69,625	72,125	74,625
H	55,475	56,675	60,125	63,625	66,125	68,625	71,125	73,625	76,125
I	56,975	58,175	61,625	65,125	67,625	70,125	72,625	75,125	77,625
J	58,938	60,138	63,588	67,088	69,588	72,088	74,588	77,088	79,588
K	61,470	62,670	66,120	69,620	72,120	74,620	77,120	79,620	82,120
L	64,001	65,201	68,651	72,151	74,651	77,151	79,651	82,151	84,651
M	66,765	67,965	71,415	74,915	77,415	79,915	82,415	84,915	87,415
N	69,528	70,728	74,178	77,678	80,178	82,678	85,178	87,678	90,178
O	75,269	76,469	79,919	83,419	85,919	88,419	90,919	93,419	95,919

### **2022-23 Salary Schedule**

<b>Steps</b>	<b>Bachelors</b>	<b>B+12</b>	<b>B+24</b>	<b>Masters</b>	<b>M+12</b>	<b>M+24</b>	<b>M+36</b>	<b>M+48</b>	<b>DOC</b>
<b>A</b>	47,475	48,675	52,125	55,625	58,125	60,625	63,125	65,625	68,125
<b>B</b>	48,675	49,875	53,325	56,825	59,325	61,825	64,325	66,825	69,325
<b>C</b>	49,875	51,075	54,525	58,025	60,525	63,025	65,525	68,025	70,525
<b>D</b>	51,075	52,275	55,725	59,225	61,725	64,225	66,725	69,225	71,725
<b>E</b>	52,275	53,475	56,925	60,425	62,925	65,425	67,925	70,425	72,925
<b>F</b>	53,475	54,675	58,125	61,625	64,125	66,625	69,125	71,625	74,125
<b>G</b>	54,675	56,175	59,625	63,125	65,625	68,125	70,625	73,125	75,625
<b>H</b>	56,475	57,675	61,125	64,625	67,125	69,625	72,125	74,625	77,125
<b>I</b>	57,975	59,175	62,625	66,125	68,625	71,125	73,625	76,125	78,625
<b>J</b>	59,938	61,138	64,588	68,088	70,588	73,088	75,588	78,088	80,588
<b>K</b>	62,470	63,670	67,120	70,620	73,120	75,620	78,120	80,620	83,120
<b>L</b>	65,001	66,201	69,651	73,151	75,651	78,151	80,651	83,151	85,651
<b>M</b>	67,765	68,965	72,415	75,915	78,415	80,915	83,415	85,915	88,415
<b>N</b>	70,528	71,728	75,178	78,678	81,178	83,678	86,178	88,678	91,178
<b>O</b>	76,269	77,469	80,919	84,419	86,919	89,419	91,919	94,419	96,919

## APPENDIX B - MEDICAL PLANS

Capital BLUE

### Benefit Highlights

#### PPO N1 Plan

#### Reading School District

**THIS IS NOT A CONTRACT.** This information highlights some of the benefits available through this program and is NOT intended to be a complete list or description of available services. Benefits are subject to the exclusions and limitations contained in your Certificate of Coverage (COC). Refer to your COC for benefit details.

SUMMARY OF COST-SHARING		Amounts Members Are Responsible For:	
		Participating Providers	NonParticipating Providers
<b>Deductible</b> (per benefit period) The deductible amounts for participating providers and nonparticipating providers cross accumulate to one another		\$350 per member \$700 per family	\$700 per member \$1,400 per family
<b>Copayments</b>			
• Office Visits (performed by a Family Practitioner, General Practitioner, Internist, Pediatrician, Preventive Medicine specialist, or participating Retail Clinic)		\$15 copayment per visit	20% coinsurance
• Specialist Office Visit		\$30 copayment per visit	20% coinsurance
• Emergency Room		\$100 copayment per visit, waived if admitted	
• Urgent Care		\$40 copayment per visit	
• Inpatient (Per Admission)		Not Applicable	50% coinsurance
• Outpatient Surgery Copayment (facility)		Not Applicable	50% coinsurance
<b>Coinsurance</b>		Not Applicable	20% coinsurance
<b>Out-of-Pocket Maximum</b> (includes Deductible, Copayments and Coinsurance for Medical (including ER), and Prescription Drug for Participating Providers only). The Out of Pocket amounts for participating and nonparticipating providers cross accumulate to one another		\$1,500 per member \$3,000 per family	\$8,350 per member \$12,700 per family
SUMMARY OF BENEFITS		Amounts Members Are Responsible For:	
		Participating Providers	NonParticipating Providers
<b>PREVENTIVE CARE</b> Administered in accordance with Preventive Health Guidelines and PA state mandates			
<b>Preventive Care Services</b>			
• Pediatric Preventive Care		Covered in full, waive deductible	20% coinsurance after deductible
• Adult Preventive Care		Covered in full, waive deductible	20% coinsurance after deductible
<b>Immunizations</b>		Covered in full, waive deductible	20% coinsurance, waive deductible
<b>Mammograms</b>			
• Screening Mammogram		Covered in full, waive deductible	20% coinsurance, waive deductible
• Diagnostic Mammogram		Covered in full after deductible	20% coinsurance after deductible
<b>Gynecological Services</b>			
• Screening Gynecological Exam & Pap Smear		Covered in full, waive deductible	20% coinsurance, waive deductible
<b>BENEFITS LISTED BELOW APPLY ONLY AFTER BENEFIT PERIOD DEDUCTIBLE IS MET</b>			
<b>Acute Care Hospital Room &amp; Board</b>		Covered in full after deductible	50% coinsurance after deductible
<b>Acute Inpatient Rehabilitation</b>		Covered in full after deductible	50% coinsurance after deductible
<b>Skilled Nursing Facility</b>		Covered in full after deductible	50% coinsurance after deductible
<b>Surgery</b>			
• Surgical Procedure & Anesthesia		Covered in full after deductible	20% coinsurance after deductible
<b>Maternity Services and Newborn Care</b>		Covered in full after deductible	20% coinsurance after deductible
<b>Diagnostic Services</b>			
• Radiology		Covered in full after deductible	20% coinsurance after deductible
• Laboratory		Covered in full after deductible	20% coinsurance after deductible
• Medical tests		Covered in full after deductible	20% coinsurance after deductible
<b>Outpatient Surgery</b>		Covered in full after deductible	20% coinsurance after deductible
<b>Outpatient Therapy Services</b>			
• Physical Medicine		\$30 copayment/visit	20% coinsurance after deductible
• Occupational Therapy		\$30 copayment/visit	20% coinsurance after deductible
• Speech Therapy		\$30 copayment/visit	20% coinsurance after deductible
• Respiratory Therapy		\$30 copayment/visit	20% coinsurance after deductible
• Manipulation Therapy		\$20 copayment/visit	20% coinsurance after deductible
<b>Emergency Services</b>		Covered in full, waive deductible	
<b>Mental Health Care Services</b>		Emergency room copayment applies, waived if admitted inpatient	
• Inpatient Services		Covered in full after deductible	20% professional and 50% facility coinsurance after deductible
• Outpatient Services		Copayment applies	20% professional and 50% facility coinsurance after deductible
<b>Substance Abuse Services</b>			
• Rehabilitation -- Inpatient		Covered in full after deductible	20% professional and 50% facility coinsurance after deductible
• Rehabilitation -- Outpatient		Copayment applies	20% professional and 50% facility coinsurance after deductible
<b>Home Health Care Services</b>		Covered in full after deductible	20% coinsurance after deductible
<b>Durable Medical Equipment (DME)</b>		Covered in full after deductible	20% coinsurance after deductible
<b>Prosthetic Appliances</b>		Covered in full after deductible	20% coinsurance after deductible
<b>Orthotic Devices</b>		Covered in full after deductible	20% coinsurance after deductible

Benefits are underwritten by Capital Advantage Assurance Company®, a subsidiary of Capital BlueCross. Independent licensees of the BlueCross BlueShield Association. Communications issued by Capital BlueCross in its capacity as administrator of programs and provider relations for all companies.

PPOSK001  
01/2018

Large Group -- PPO Plan  
(7/1/2018)

## **APPENDIX C - POLICY AND PROCEDURES**

As the Policy and Procedures are part of the contract, they are grievable.

### **PREFACE**

Any contract between two parties carries the implication of fair and equitable treatment for everyone involved. Without provision for equitable treatment, a contract invalidates the moral principles on which it should be based.

The Human Resource regulations described herein, to be expanded as occasions require, represent practical administrative endeavors to create wholesome working relationships providing for efficiency of operation within the framework of the Pennsylvania School Code, the Reading School Board's Policy Guidelines and the contract between the board and the Reading Education Association (REA).

These Human Resource regulations are open to modification as conditions change and as grievance decisions are made. To have them remain static would be to destroy the functional nature of such regulations. These regulations are not subject to negotiation as an entity, but, at the discretion of the board, portions may or may not become involved in the negotiations process. However, if negotiated, they would then be transferred to the board – teachers' contract and from that point forward would be subject to change only by negotiated agreement.

Additional Human Resource regulations, as required, are the responsibility of the Human Resource department to develop. However, in keeping with a wholesome spirit of cooperation between the administration and the REA, it has been the declared intent of the Reading School Board's negotiating committee that prior to development of any regulation handbook, provisions shall be discussed mutually between the two parties involved.

This preface itself, since it embodies the spirit of the Human Resource regulations, is to be considered an integral part of Human Resource regulations of the district.

### **I. CRITICISM**

- A. Employees shall not discuss with students in class any aspects of employee-employer relationships in a manner derogatory to the employer.
- B. Any adverse criticism of a professional employee by an administrator or board member shall be made in confidence or in a closed session and never in the presence of students, parents, random peer groups or at public gatherings.
- C. Professional personnel violating these provisions shall be subject to disciplinary action by the school board.

## **II. LEAVES**

- A. All applications for leaves other than child-rearing leave must be made to the Human Resource office at least 60 days prior to the desired date of the leave except in the case of emergency conditions.

## **III. MEMORANDUMS**

Copies of all district memorandums shall include the president of the Reading Education Association as an information addressee if those memorandums:

- A. Include information which eventually would be released to teachers.
- B. Affect teachers in any way.
- C. Include information on meetings or duties affecting teachers.
- D. Contain information on meetings concerning teachers.
- E. Contain information on school board meetings or school district public meetings.

## **IV. PREPARATION TIME**

- A. Definition

In the elementary grade, preparation time consists of the periods in which a classroom teacher's pupils are receiving instruction by art, music and physical education and library specialists. Elementary teachers shall be guaranteed 180 minutes of preparation time per week unless specifically addressed in the contract.

Preparation time for elementary art, music and physical education teachers and librarians is specifically designated in the annual schedules established by the Administration and adopted to each individual building schedule.

In the secondary grades, preparation time is provided on the basis of five designated periods per week as the schedule permits.

- B. Use of Time

Preparation periods are intended for preparation. Teachers may engage in any form of classroom-related preparation such as making lesson plans, using duplicators, marking papers, at any place in the building provided they actually are engaged in classroom preparation.

Principals who have evidence that preparation is not taking place have the authority to insist that the teachers work in environments conducive to preparation and that they do not disturb others who are engaged in preparation.

C. Special Conditions

Fundamental to the establishment of preparation time is the basic assumption of the Reading School District, supported by the REA in memorandums issued November 8, 1976, and March 28, 1977, that conducting curriculum related programs is a normal responsibility of each teacher and that losses of preparation time in connection with such programs are exempt from payment as specified in the board – teachers' contract. To make any other assumption would mean the paralyzing of many of the fundamental educational programs of the school district.

In administering the board – teachers' contract, therefore, teachers who have to use their preparation periods because of activities such as assemblies, museum and planetarium trips, art and music programs and festivals, concerts and arts council programs, field trips, rehearsals, large group instruction, swimming classes, curriculum and teacher principal meetings, conference sessions, exhibits and other similar school functions, are not eligible for supplementary payment.

D. Exceptions

In the event that school-sponsored activities which do not make the teacher eligible for preparation period compensation involve the services of a number of teachers; and, in the judgment of the principals, such activities can be sponsored by fewer than the teachers involved, the principals may free some of the teachers on an equitable and rotating basis for their normal preparation periods.

Principals also may substitute for this specific activity the services of the specialists who normally would be instructing the children of those released teachers. An example would be an assembly involving eight teachers which can be monitored by fewer teachers.

E. Payment for Class Coverages

Teachers will be required to give up preparation periods for class coverages only when substitute teachers are not available. Payment will be made every two (2) weeks on a minute-to-minute basis as part of the regular pay period.

F. The Administration shall make every effort to unify middle school schedules and preparation time for middle school teachers.

**V. RESIGNATIONS/RETIREMENTS**

- A. Professional personnel planning to resign or retire from the Reading School District must give notice to the Human Resource office at the earliest possible moment with a 60-day waiting period for the resignation or retirement to become effective. This waiting period or a portion thereof may be waived by the school district. Notification of intent to resign or retire may be given to the Human Resources office in advance and in confidence with the resignation held until the board meeting closest to the effective date. This will enable the district to secure a suitable

replacement without a premature announcement of intent, which may be embarrassing to the teacher involved.

## **VI. TRANSFERS**

### **A. Definition**

Transfers shall be defined as any significant change in assignment in grade level, subject matter, responsibility or work site.

### **B. Basic Policy**

The basic policy of the district is summarized in Board Policy 409.

### **C. Justifiable Reason**

All transfers, however, must have an educationally justifiable reason and that reason must be presented upon request.

## **VII. VACANCIES**

All vacancies should be filled as soon as reasonably possible.

## **VIII. CREDIT INCREMENTS**

Grade report cards are acceptable for credit increment purposes if courses are taken during the session immediately prior to submission. However, they are not permanently acceptable in the place of transcripts and must be followed by the submission of the transcripts within a reasonable period of time.

It is to be stressed that grade reports are not acceptable permanently in place of transcripts. Their temporary acceptance has been established to convenience teachers who are having difficulty in getting transcripts for courses recently taken.

## **IX. STUDENT CARE AND CONTROL**

- A. Teachers are expected to be thoroughly familiar with the rules, regulations and procedures outlined in the Reading School District Dress and Discipline Code, especially those regarding the issue of corporal punishment. Teachers are expected to employ reason, fairness, and good judgment in the implementation of these regulations. Questions regarding the appropriate treatment of students should be initially referred to the building principal for resolution.
- B. In the event a teacher has reason to believe that a student is the victim of child abuse, the teacher must report that suspicion and the reasons thereof in accordance with Child Protective Services Act and Board Policy No. 806.

## **X. SICK LEAVE BANK REGULATIONS**

The Reading Education Association shall establish a sick leave bank to which employees may contribute days of personal sick leave. Such sick leave bank shall be administered by the Association which shall establish and furnish to the employer a copy of the rules and regulations governing same. The Association shall certify to the employer the contributors thereto and maintain all necessary records thereof and the employer agrees to honor withdrawals therefrom upon proper certification by the Association.

## **XI. PROCEDURES REGARDING UNPROVOKED PHYSICAL ASSAULTS ON STAFF MEMBERS**

- A. If an Employee is physically assaulted, the Employee shall contact their building administrator immediately. The administrator shall then contact the police to report the incident and must file a written incident report with the Human Resources Director. The administrator shall contact the Association President. It is the responsibility of the administrator to take action to isolate the offending person. Any student assaulting a staff member will be suspended to the Superintendent until the case can be heard and appropriate action can be taken.
- B. If the physical assault was by a student, the student shall not be returned to the assaulted Employee's class.
- C. If there are any witnesses to the assault, keep them "at the scene" until the investigating administrator can take their statements.
- D. The administrator may then contact the police to report the incident and must file a written incident report with the Director of Human Resources. You should contact your REA president.
- E. Necessary medical expenses incurred as a result of the assault will be absorbed by the district through worker's compensation.
- F. If you must appear at a court hearing as a result of an assault, you will be represented by the school district solicitor. Please make contact with the solicitor through the Director of Human Resources.
- G. If the police choose not to file charges against the assaulting party, you can opt to file civil charges with a District Justice. You should work with the building administrator to contact the appropriate District Justice.
- H. If the physical assault was by a student, Central Administration will contact the building administrator regarding the disposition of the case.
- I. Steps A – F should be followed if either a verbal threat or physical assault is made by someone other than a student.

- J. In the case of any unprovoked physical assault upon an employee, time lost by the employee in connection with the incident shall not be charged against the employee and the employee will not suffer any loss of pay or fringe benefits.

Fortunately, physical assaults are very uncommon in our district. However, should such an assault occur, please follow the steps listed to insure that the school district is able to support and represent you.

In the cases of an unprovoked physical assault or any other job related injury that requires medical treatment, employees must follow the procedure as outlined in the Worker's Compensation Policy.

## **XII. CLASS SIZE**

A committee of teachers, appointed by the president of the association, and administrators, appointed by the Superintendent or his/her designee, may meet annually (unless specifically requested otherwise by either the association or the administration) to review class size.

## **XIII. NON DISCRIMINATION**

Employer shall not discriminate against any Employee on the basis of race, color, age, creed, religion, gender, sexual orientation, ancestry, national origin, handicap/disability, marital status or Association membership.