

**Jersey Shore Area School District  
Board of Education – Regular Meeting  
Minutes of August 14, 2017**

**A. Opening**

**1. Call to Order:** Mrs. Kelley Wasson, President, called the meeting to order at 7:00 p.m.

**2. Roll Call:**

Members Present: Mr. David Hines, Mrs. Loren Koch, Mrs. Denise Smith, Mrs. Karen Stover, Mr. Merrill Sweitzer, Mrs. Mary Thomas, Mrs. Kelley Wasson and Dr. Jill Wenrich, Superintendent

Others Present: J. David Smith, Esq., Solicitor, Benjamin Enders, Board Secretary, Dr. Ken Dady, Assistant Superintendent

Members Absent: Mr. Craig Allen and Mr. Christopher Fravel

---

**3. Pledge of Allegiance**

**B. Presentations**

**1. Communications:** PDE approval of 2017-18 PreK Counts Expansion Grant

**2. President's Report:** None

**3. Intermediate Unit Report:** None

**5. Superintendent's Report:**

a. Lauretta Woodson Support Staff Award - Keith Veldhuis

b. Nutrition, Inc. 2017-18 Program Overview - Bill Budd

c. Policy 824 - Maintaining Professional Adult/Student Boundaries at First Reading - Jill Wenrich  
(Attachment)

**C. Courtesy of the Floor:** None

**K. Executive Session:** An executive session was held beginning at 7:19 p.m. for personnel items after which business was conducted.

**Motion:** A motion was made by Merrill Sweitzer and seconded by David Hines to add the addendum items m, n, o and p under Personnel on the agenda for approval:

**D.1. Personnel Items**

m. appointment of Scott Alexander to the position of Computer Networking Technology Instructor at the High School, Step M8 (\$59,200), effective August 16, 2017.

n. appointment of Brenda Rippey, Middle School Math Teacher, to a position of Mentor for Alexa Mantle, Sixth Grade Math Teacher, for the 2017-18 school year at a stipend of \$500.

o. appointment of Thomas Kirol, High School Communication Teacher, to a position of Mentor for Scott Alexander, Computer Networking Technology Instructor, for the 2017-18 school year at a stipend of \$500.

p. appointment of Diane Mantek, Third Grade Teacher, to a position of Mentor for the new Third Grade teacher to be determined, for the 2017-18 school year at a stipend of \$500.

The vote was a unanimous Yes. Motion carried.

#### **D. Personnel**

##### **1. Personnel Items:**

**Motion:** A motion was made by David Hines and seconded by Loren Koch to approve Personnel items a – p as listed on the Agenda and addendum:

- a. a letter of resignation from Shawn Grubb, Learning Support Aide at the Middle School, effective July 18, 2017.
- b. a letter of resignation from Vicki Dalton, food service employee at the High School, effective July 25, 2017.
- c. a letter of resignation from Shawn Neff, food service employee at the Middle School, effective August 22, 2017.
- d. a letter of retirement from Nancy Simcox, food service employee at the Middle School, effective August 1, 2017.
- e. transfer of Samantha Chapman from a 5 hour aide position at Jersey Shore Area Elementary School to a full time Learning Support Aide position at the Middle School, Step B1 (\$16,438.00), effective August 16, 2017.
- f. appointment of Alexa Mantle to the position of Sixth Grade Math Teacher at the Middle School, Step B1 (\$44,000), effective August 16, 2017.
- g. acknowledging that Cindy Welsh has reached Master's+30, salary increase to be effective for the 2017-2018 school year.
- h. the appointment of Tiffaney Haines as a volunteer Middle School Cheerleading coach, effective August 15, 2017.
- i. the appointment of Douglas Moore as Middle School Boys Head Soccer coach, effective August 15, 2017, at a stipend of \$2361.
- j. the appointment of Adam Sullivan as Boys Varsity Assistant Soccer coach, effective August 15, 2017, at a stipend of \$2361.
- k. appointment of Christy Edwards as a substitute Crossing Guard at \$12.11 per hour, effective August 15, 2017.
- l. a day without pay for Tim Greene on Friday, November 17, 2017.
- m. appointment of Scott Alexander to the position of Computer Networking Technology Instructor at the High School, Step M8 (\$59,200), effective August 16, 2017.
- n. appointment of Brenda Rippey, Middle School Math Teacher, to a position of Mentor for Alexa Mantle, Sixth Grade Math Teacher, for the 2017-18 school year at a stipend of \$500.
- o. appointment of Thomas Kirol, High School Communication Teacher, to a position of Mentor for Scott Alexander, Computer Networking Technology Instructor, for the 2017-18 school year at a stipend of \$500.

- p. appointment of Diane Mantek, Third Grade Teacher, to a position of Mentor for the new Third Grade teacher to be determined, for the 2017-18 school year at a stipend of \$500.

The vote was a unanimous Yes. Motion carried.

**E. Curriculum and Instruction:** None

**F. Building and Grounds:** None

**G. Finance:** None

**H. Miscellaneous:**

**1. Miscellaneous Items**

**Motion:** A motion was made by Mary Thomas and seconded by Loren Koch to approve Miscellaneous items b - d as listed on the Agenda:

- b. the following out of state field trip:

May 24, 2018 - Washington, DC - 200 students (Grade 8)  
Chaperones - 35 Faculty, Staff and Parents to be determined

- c. the 2017-2018 Jersey Shore Area School District Pre K Counts partnership Agreement with All Things Bright and Beautiful Day Care. (Attachment)
- d. the 2017-2018 Jersey Shore Area School District Pre K Counts partnership Agreement with Your Guardian Angel Preschool and Childcare. (Attachment)

The vote was a unanimous Yes. Motion carried.

**Motion:** A motion was made by Karen Stover and seconded by David Hines to approve Miscellaneous item a as listed on the Agenda with a roll call vote:

The vote was as follows:

- a. an agreement between the Jersey Shore Area School District and the American Federation of State, County and Municipal Employees, AFL-CIO, District Council No. 86, Local Union No. 2639, effective July 1, 2017-June 30, 2021. (Attachment)

The vote was 6 – Yes and 1 – No. Motion carried. The vote was as follows:

David Hines	Yes	Loren Koch	Yes
Denise Smith	Yes	Karen Stover	Yes
Merrill Sweitzer	Yes	Mary Thomas	No
Kelley Wasson	Yes		

**J. Old Business:** Discussion regarding update of High School parking situation for students, parking permit issuance and parking ticketing process.

**L. Adjournment**

**Motion:** A motion was made by David Hines and seconded by Karen Stover to adjourn the August 14, 2017 Regular Board Meeting at 8:14 p.m.

The vote was a unanimous Yes. Motion carried.

Respectfully submitted,

Benjamin J. Enders  
Board Secretary

---



**Book** Board Policy Manual  
**Section** 800 Operations  
**Title** Maintaining Professional Adult/Student Boundaries  
**Number** 824  
**Status**  
**Legal** 1. 24 P.S. 510

- 
- 2. Pol. 818
  - 3. Pol. 103
  - 4. Pol. 103.1
  - 5. Pol. 248
  - 6. Pol. 815
  - 7. 23 Pa. C.S.A. 6311
  - 8. Pol. 806
  - 9. 24 P.S. 2070.9a
  - 10. Pol. 317.1
  - 11. 24 P.S. 1302.1-A
  - 12. 24 P.S. 1303-A
  - 13. 22 PA Code 10.2
  - 14. 22 PA Code 10.21
  - 15. 22 PA Code 10.22
  - 16. Pol. 805.1
  - 17. Pol. 348
  - 18. Pol. 317
  - 22 PA Code 235.1 et seq
  - 24 P.S. 2070.1a et seq
  - 23 Pa. C.S.A. 6301 et seq

### **Authority**

This policy applies to district employees, volunteers, student teachers, and independent contractors and their employees who interact with students or are present on school grounds. For purposes of this policy, such individuals are referred to collectively as adults. The term adults as used in this policy, does not include district students who perform services on a volunteer or compensated basis.

All adults shall be expected to maintain professional and ethical relationships with district students that are conducive to an effective, safe learning environment. This policy addresses a range of behaviors that include not only obviously unlawful or improper interactions with students, but also precursor grooming and other boundary-blurring behaviors that can lead to more egregious misconduct.

The Board directs that all adults shall be informed of conduct that is prohibited and the disciplinary actions that may be applied for violation of Board policies, administrative regulations, rules and procedures.[1]

\*This policy is not intended to interfere with appropriate personal relationships between adults and students and their families that exist and/or develop independently of the district or to interfere with participation in civic, religious or other outside organizations that include district students.

---

### **Definition**

For purposes of this policy, **legitimate educational reasons** include matters or communications related to teaching, counseling, athletics, extracurricular activities, treatment of a student's physical injury or other medical needs, school administration or other purposes within the scope of the adult's job duties.

### **Delegation of Responsibility**

The Superintendent or designee shall annually inform students, parents/guardians, and all adults regarding the contents of this Board policy through employee and student handbooks, posting on the district website, and by other appropriate methods.

The building principal or designee shall be available to answer questions about behaviors or activities that may violate professional boundaries as defined in this policy.

Independent contractors doing business with the district shall ensure that their employees who have interaction with students or are present on school grounds are informed of the provisions of this policy.[2]

### **Guidelines**

Adults shall establish and maintain appropriate personal boundaries with students and not engage in any behavior that is prohibited by this policy.

### **Prohibited Conduct**

#### ***Romantic or Sexual Relationships -***

Adults shall be prohibited from dating, courting, or entering into or attempting to form a romantic or sexual relationship with any student enrolled in the district, regardless of the student's age. Students of any age are not legally capable of consenting to romantic or sexual interactions with adults.

Prohibited romantic or sexual interaction involving students includes, but is not limited to:

1. Sexual physical contact.

2. Romantic flirtation, propositions, or sexual remarks.
3. Sexual slurs, leering, epithets, sexual or derogatory comments.
4. Personal comments about a student's body.
5. Sexual jokes, notes, stories, drawings, gestures or pictures.
6. Spreading sexual or romantic rumors.
7. Touching a student's body or clothes in a sexual or intimate way.
8. Accepting massages, or offering or giving massages other than in the course of injury care administered by an athletic trainer, coach, or health care provider.
9. Restricting a student's freedom of movement in a sexually intimidating or provocative manner.
10. Displaying or transmitting sexual objects, pictures, or depictions.

***\*Social Interactions -***

In order to maintain professional boundaries, adults shall ensure that their interactions with students are appropriate and for legitimate educational reasons.

***Electronic Communications -***

For purposes of this policy, electronic communication shall mean a communication transmitted by means of an electronic device including, but not limited to, a telephone, cellular telephone, computer, i-pad, computer network, personal data assistant or pager. Electronic communications include, but are not limited to, emails, instant messages and communications made by means of an Internet website, including social media and other networking websites.

As with other forms of communication, when communicating electronically, adults shall maintain professional boundaries with students.

Electronic communication with students shall be for legitimate educational reasons only.

When available, district-provided email or other district-provided communication devices shall be used when communicating electronically with students. The use of district-provided email or other district-provided communication devices shall be in accordance with district policies and procedures.[6]

All electronic communications from coaches and advisors to team or club members shall be sent in a single communication to all participating team or club members, except for communications concerning an individual student's medical or academic privacy matters, in which case the communications will be copied to the building principal. In the case of sports teams under the direction of the Athletic Director, such medical or academic communications shall also be copied to the Athletic Director.

Adults shall not follow or accept requests for current students to be friends or connections on personal social networking sites and shall not create any networking site for communication with students other than those provided by the district for this purpose, without the prior written approval of the building principal.

### **Exceptions**

An emergency situation or a legitimate educational reason may justify deviation from professional boundaries set out in this policy. The adult shall be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that s/he has maintained an appropriate relationship with the student.

Under no circumstance will an educational or other reason justify deviation from the "Romantic and Sexual Relationships" section of this policy.

There will be circumstances where personal relationships develop between an adult and a student's family, e.g. when their children become friends. This policy is not intended to interfere with such relationships or to limit activities that are normally consistent with such relationships. Adults are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity.

It is understood that many adults are involved in various other roles in the community through nondistrict-related civic, religious, athletic, scouting or other organizations and programs whose participants may include district students. Such community involvement is commendable, and this policy is not intended to interfere with or restrict an adult's ability to serve in those roles; however, adults are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity with regard to all youth with whom they interact in the course of their community involvement.

### **Reporting Inappropriate or Suspicious Conduct**

Any person, including a student, who has concerns about or is uncomfortable with a relationship or interaction between an adult and a student, shall immediately notify the Superintendent, principal or other administrator.[5]

All district employees, independent contractors and volunteers who have reasonable cause to suspect that a child is the victim of child abuse, shall immediately report the suspected abuse, in accordance with applicable law, regulations and Board policy.[7][8]

An educator who knows of any action, inaction or conduct which constitutes sexual abuse or exploitation or sexual misconduct under the Educator Discipline Act shall report such misconduct to the Pennsylvania Department of Education on the required form, and shall report such misconduct to the Superintendent and his/her immediate supervisor, within fifteen (15) days of discovery of such misconduct.[9][10]

If the Superintendent or designee reasonably suspects that conduct being reported involves an incident required to be reported under the Child Protective Services Law, the Educator Discipline Act or the Safe Schools Act, the Superintendent or designee shall make a report, in accordance with applicable law, regulations and Board policy.[7][9][11][12][13][14][15][10][16][8]

It is a violation of this policy to retaliate against any person for reporting any action pursuant to this policy or for participating as a witness in any related investigation or hearing.

### **Investigation**

Allegations of inappropriate conduct shall be promptly investigated in accordance with the



procedures utilized for complaints of harassment.[5][17]

It is understood that some reports made pursuant to this policy will be based on misinterpretation; the mere fact that the reported adult is cleared of any wrongdoing shall not result in disciplinary action against the reporter or any witnesses. If as the result of an investigation any individual, including the reported adult, the reporter, or a witness is found to have intentionally provided false information in making the report or during the investigation or hearings related to the report, or if any individual intentionally obstructs the investigation or hearings, this may be addressed as a violation of this policy and other applicable laws, regulations and district policies. Obstruction includes, but is not limited to, violation of "no contact" orders given to the reported adult, attempting to alter or influence witness testimony, and destruction of or hiding evidence.

### **Disciplinary Action**

A district employee who violates this policy may be subject to disciplinary action, up to and including termination, in accordance with all applicable district disciplinary policies and procedures.[18]

A volunteer, student teacher, or independent contractor or an employee of an independent contractor who violates this policy may be prohibited from working or serving in district schools for an appropriate period of time or permanently, as determined by the Superintendent or designee.

### **Training**

The district shall provide training with respect to the provisions of this policy to current and new district employees, volunteers and student teachers subject to this policy.

The district, at its sole discretion, may require independent contractors and their employees who interact with students or are present on school grounds to receive training on this policy and related procedures.

**PSBA New 10/15 © 2015 PSBA**

Last Modified by Pamela M Copenhaver on August 11, 2017

AGREEMENT

BETWEEN THE

JERSEY SHORE AREA SCHOOL DISTRICT

---

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO,

DISTRICT COUNCIL NO. 86

LOCAL UNION NO. 2639

JULY 1, 2017 - JUNE 30, 2021

## TABLE OF CONTENT

		<u>Page No.</u>
	PREAMBLE	3
ARTICLE I	POLICY AND PURPOSE	3
ARTICLE II	RECOGNITION	3
ARTICLE III	GENERAL PROVISIONS	4
ARTICLE IV	MANAGEMENT RIGHTS	5
ARTICLE V	CHECKOFF	6
ARTICLE VI	UNION SECURITY	6
ARTICLE VII	FAIR SHARE	7
ARTICLE VIII	PROBATIONARY PERIOD	8
ARTICLE IX	HOURS OF WORK	8
ARTICLE X	OVERTIME	9
ARTICLE XI	HOLIDAYS	10
ARTICLE XII	PERSONAL DAYS	12
ARTICLE XIII	VACATIONS	12
ARTICLE XIV	WAGES	14
ARTICLE XV	SHIFT DIFFERENTIAL	16
ARTICLE XVI	SICK LEAVE	16
ARTICLE XVII	LIFE INSURANCE	17
ARTICLE XVIII	HOSPITAL, MEDICAL AND DENTAL INSURANCE	18
ARTICLE XIX	MILEAGE	19
ARTICLE XX	BEREAVEMENT	20
ARTICLE XXI	PENSION	20

ARTICLE XXII	SENIORITY	20
ARTICLE XXIII	LEAVES OF ABSENCE	22
ARTICLE XXIV	UNION REPRESENTATIVE	23
ARTICLE XXV	DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE	24
ARTICLE XXVI	BULETIN BOARD	24
ARTICLE XXVII	LABOR/MANAGEMENT MEETINS	24
ARTICLE XXVIII	GRIEVANCE PROCEDURE	25
ARTICLE XXIX	STRIKES AND LOCKOUTS	27
ARTICLE XXX	SCOPE OF AGREEMENT	27
ARTICLE XXXI	UNIFORMS	28
ARTICLE XXXII	TERM OF AGREEMENT	29

## **PREAMBLE**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the JERSEY SHORE AREA SCHOOL DISTRICT (hereinafter referred to as "Employer" or the "District and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (AFSCME) DISTRICT COUNCIL 86 and its LOCAL UNION NO. 2639 thereof (hereinafter jointly referred to as the "Union").

## **WITNESSETH:**

In consideration of the mutual covenants and agreements hereinafter contained, the Employer and the Union do covenant and agree as follows:

## **ARTICLE I POLICY AND PURPOSE**

**Section 1.01** It is the intent and purpose of the Union and the Employer to promote the efficiency of the Jersey Shore Area School District however possible. In order to render the most efficient public service, the Union and the Employer agree that these goals can best be achieved through an orderly, constructive and harmonious relationship between them.

**Section 1.02** It is the intent of both parties to reach an agreement and understanding with respect to wages, hours, and terms and conditions of employment (Act 195, Section 701) and to provide a peaceful method of settling grievances which may arise concerning the interpretation or application of such agreement.

## **ARTICLE II RECOGNITION**

**Section 2.01** The District recognizes the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment for all employees designated in the Pennsylvania Labor Relations Board Order of Certification dated July 3, 1975, Case. No. PERA-R-6487-C and described as follows:

**UNIT:** In a subdivision of the employer unit comprised of the following classifications of employees: All full-time and regular part-time painters, maintenance and custodial employees working more than twenty (20) hours per week, excluding CETA employees, Youth Corps Program employees, secretaries, clerks, non-instructional aides, instructional aides, food service personnel, library assistants, library technicians, professional employees, occasional employees, regular part-time employees working twenty(20)hours or less per week, and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

### **ARTICLE III GENERAL PROVISIONS**

**Section 3.01** All reference to employees in this Agreement designates both sexes and whenever the male gender is used, it shall be construed to mean male and female employees.

**Section 3.02** There shall be no discrimination or distinction in the treatment of an individual or group in matters affecting employment status because of race, creed, color, sex, marital status, age, national origin, religion, non-job-related handicap, or disability, union affiliation or non-affiliation or political affiliation.

**Section 3.03** The terms "employee" and "employees" as used in this Agreement shall be deemed to apply only to those persons within the above-described bargaining unit and this Agreement shall apply to and affect only such persons.

**Section 3.04** This Agreement sets forth the complete agreement between the parties with respect to wages, hours, terms and conditions of employment in accordance with Act 195, Article VII.

**Section 3.05** Regular part-time employees, to be entitled to the fringe benefits of this contract, must be scheduled to work twenty-five (25) hours or more per week.

**Section 3.06** Separability

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.

#### **ARTICLE IV MANAGEMENT RIGHTS**

**Section 4.01** The Union acknowledges that it is the exclusive function of the Employer to hire, lay off, promote, demote, transfer, classify and suspend employees; it is also the right of the Employer to discipline or discharge any employee.

**Section 4.02** Matters of managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, the right of the Employer at its discretion, to manage all operation including the direction of the working force; to plan, direct or control the operation of all equipment and other property of the District; to establish programs, standards of services, overall budget, utilization of technology, and the organizational structure; and to select and direct of personnel.

**Section 4.03** Except as modified by this contract, the Employer retains and may exercise all rights and functions, powers, privileges and authority that the Employer possessed prior to the signing of a contract with the Union. As illustrative of the rights of management possessed and retained but in no way to be construed as a limitation, the Employer shall, subject to the provisions of this contract, have the exclusive right: To determine the locations of its operations; to determine the establishment of new units and relocation of old units; to determine the scheduling of operations and number of shifts; to establish the size of the work force; job content; schedules of work; hours of work, and the number of hours to be worked; to select management and first level supervisory personnel; to introduce new and improved methods, equipment or facilities or to change existing methods of facilities; to establish or discontinue specific jobs; and to make, alter, publish from time to time and enforce reasonable rules and regulations to be observed by the employees.

**Section 4.04** It is agreed that the above recited management rights are not subject to the grievance and arbitration procedures as set forth herein unless, in the exercise of said rights, the Employer has violated a specific term or provision of one or more other articles of this Agreement.

## **ARTICLE V CHECKOFF**

**Section 5.01** The Employer agrees to deduct each month the required Union dues from the pay of those employees who request, in writing, that such deductions be made.

**Section 5.02** The Employer shall be advised by the Union as to the amounts to be deducted, and the aggregate deductions of all employees shall be remitted to the Union by the last day of the succeeding month, after such deductions are made.

**Section 5.03** The Union shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this section.

**Section 5.04** In the event an employee has been suspended or discharged and he/she subsequently returns to work with full or partial back pay, the Employer shall deduct the Union dues that are due and owing for the period for which the employee receives back pay provided, of course, the Employer has the employee's written authorization to do so.

## **ARTICLE VI UNION SECURITY**

**Section 6.01** Each employee who, on the date of signing of this Agreement, is a member of the Union and each new employee who decides to join the Union in the future, shall, as a condition of employment, pay the Union dues as long as he/she is in a position represented by the Union for the duration of this Agreement.

**Section 6.02** The Employer shall dismiss from employment an employee who fails to comply with this provision within fifteen (15) days after written notice from the Union. The Union shall indemnify the Employer against any claims resulting from such dismissal.



**Section 6.03** Each employee under Act 195 retains his/her right:

- (a) To be hired without his/her membership in the Union being a condition of employment;
- (b) To refuse to join the Union;
- (c) To withdraw from the Union fifteen (15) days prior to the termination of this Agreement.

**Section 6.04** Neither the Union nor its employees will use any form of intimidation or coercion to force non-member employees to join the Union or prevent them from withdrawing from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

---

## **ARTICLE VII FAIR SHARE**

**Section 7.01** Beginning in the school year 1995-96 and during the life of this contract, each non-member in the bargaining unit represented by the American Federation of State, County and Municipal Employees, AFL-CIO ("AFSCME") shall be required to pay a fair share fee as provided by Act 85 of 1993, 43 P.S. {1102.1 to 1102.9, as amended from time to time.

The District and AFSCME agree to comply with all provisions of said Act.

The Employer agrees to deduct a fair share fee from all employees in the bargaining unit from each payroll check that applies. Authorization from non-union members shall not be required, and any and all deductions for this fair share fee shall be provided to the District by the Union, with an implied warranty with respect to accuracy.

AFSCME agrees to extend to all non-members the opportunity to join AFSCME.

If any legal action is brought against the School District as a result of any actions it is requested to perform by AFSCME pursuant to this section, AFSCME agrees to provide for the defense of the District at AFSCME's expense and through counsel selected by AFSCME. The District agrees to give AFSCME immediate notice of any such legal action brought against it and agrees to cooperate fully with AFSCME in the defense of the case. If the District does not fully cooperate with AFSCME, any obligation of AFSCME to provide a defense under this section shall cease.

AFSCME agrees, in any action so defended, to indemnify and hold the District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this section, except that it is expressly understood that this hold harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the District or as a result of the District's failure to properly perform its obligations under this section.

## **ARTICLE VIII PROBATIONARY PERIOD**

**Section 8.01** All new employees shall be considered probationary employees for a period of forty-five (45) days worked and may be discharged without recourse during such probationary period. Probationary employees continued in employment after the probationary period shall be considered regular employees.

**Section 8.02** The terms and provisions of this Agreement are not applicable to probationary employees, and it is understood that the Employer is the sole judge of requirements and qualifications of all applications for work and shall be the sole judge of the qualifications of such probationary employees for retention by the Employer.

## **ARTICLE IX HOURS OF WORK**

**Section 9.01** The normal work day shall be eight (8) hours per day. The normal work week shall consist of forty (40) hours per week.

**Section 9.02** The provisions of this article shall not be construed:

(a) As a guarantee of any minimum number of hours of work either per day or per week;

or

(b) As a limitation on the number of hours of work which the Employer may require.

**Section 9.03** The normal hours for any shift shall generally be consecutive except for a one-half (1/2) hour unpaid lunch period unless a change in the work schedule is made by the Employer.

**Section 9.04** The provisions of Section 9.01 through 9.03 shall not be applicable to employees whose hours of work, prior to the date of this Agreement, have been part-time, irregular or intermittent.

**Section 9.05 Scheduled Events**

Employees assigned to work scheduled events shall be given reasonable notice under the circumstances of their assignment.

**Section 9.06** Each full time employee shall be entitled to two (2) ten (10) minute paid-rest periods during each shift. The Employer shall schedule the rest period for each employee, as in the Employer's opinion, the demands of work permit. In addition, rest periods may be interrupted due to operational requirements as determined by the Employer.

**ARTICLE X  
OVERTIME**

**Section 10.01** The Employer agrees to pay one and one-half (1 1/2) the employee's regular hourly rate of pay exclusive of any premium or differential pay for work under the following conditions:

- (a) Work performed in excess of forty (40) hours in one (1) week;
- (b) Work performed in excess of eight (8) hours in one (1) day.

**Section 10.02** The Employer agrees to pay double the employee's regular hourly rate of pay exclusive of any premium or differential pay for work performed on Sunday.

**Section 10.03** There shall be no pyramiding of overtime. The payment of overtime for any hour excludes that hour from consideration of overtime payments on any other basis.

**Section 10.04** The Employer shall have the right to assign extra work (work which would extend a regular employee's work week to over forty (40) hours) to regular employees or to assign extra work to substitutes. In the event extra work is assigned to regular employees, it will be assigned as follows:

An extra work list will be maintained at each building. Those regular employees who wish to work the extra work may place their name on the list and work in that building will be assigned to those who are on the list in accordance with their seniority. If sufficient regular employees are not obtained from the building list the regular employees shall be assigned from a composite list of the building lists in the order of their seniority. If the necessary number of regular employees are not obtained, then the employer may assign employees to that work in the reverse order of their seniority starting with employees in the building where the work is needed and if sufficient employees are not obtained then from the composite seniority list.

**Section 10.05** The Employer will attempt to equalize the number of opportunities to work overtime between the employees who have the skill and ability to do the work and who normally perform the work to be done. It is understood that if overtime is required at the end of any shift, the employees on that shift would normally be assigned to perform such overtime until able to be properly relieved. It is also understood that the Employer shall not be required to distribute overtime with any mathematical accuracy over any given period, and that no employee may base a claim for payment by reason of the provisions of this article for any overtime not worked by him/her.

**Section 10.06** Paid sick leave days shall be counted as days worked in computing the overtime pay of an employee.

## **ARTICLE XI HOLIDAYS**

**Section 11.01** The following days shall be recognized as paid holidays:

- (1) New Year's Day
- (2) Good Friday
- (3) Memorial Day
- (4) July 4th
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Day after Thanksgiving

(8) First day of buck season

(9) Christmas Eve

(10) Christmas Day

(11) Day after Christmas

**Section 11.02** Eligible full-time employees who are off work due to the observance of one of the above named holidays will receive their normally scheduled day's pay for such holiday not worked.

**Section 11.03** An "eligible" employee shall have:

- (a) Completed his/her probationary period prior to the date of such holiday.
- (b) Worked the full work day immediately preceding such holiday and the full work day immediately following such holiday unless his absence on either of such days has been with the permission of the Employer.
- (c) Performed work for the Employer during the week in which the above-named holidays fall, unless he/she was absent on vacation.
- (d) Reported as scheduled and actually performed the assigned work when the employee is scheduled to work on such holiday.

**Section 11.04** Holidays occurring on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and shall for such purposes be observed on that Monday only. In like manner, any of the holidays occurring on Saturday shall be treated for all purposes under this Agreement as falling on the preceding Friday and shall for such purposes be observed on that Friday only.

**Section 11.05** An employee whose vacation period includes a holiday shall receive holiday pay in addition to vacation pay.

**Section 11.06** The Employer agrees to pay the employee's regular hourly rate of pay exclusive of any premium or differential pay for work performed on any of the above mentioned paid holidays. In addition, the employees who worked the holiday will receive an alternate paid holiday during the month of July immediately following the holiday so worked. The specific date of the alternate paid holiday shall be applicable to all employees who worked the holiday and shall be a date that is mutually agreeable to the Employer and the Union. Under all

circumstances, the operational requirements of the Employer take precedence when implementing the requirements of this Section.

## **ARTICLE XII PERSONAL DAYS**

**Section 12.01** The Employer agrees that employees may, upon request, be granted three (3) personal days of absence for each fiscal year during the term of this Agreement in accordance with the following personal day guidelines:

- (a) The employee must file a written request with the Employer at least one (1) calendar week prior to the day of his/her choice.
- (b) The approval of personal days by the Employer shall be governed by operational requirements.
- (c) In the event of an emergency, the Superintendent may, at his/her discretion, cancel any or all of the personal leave days previously approved.
- (d) One (1) personal day that is not used during the fiscal year may be carried forward and used in the subsequent fiscal year, subject to the limitations in this section. However, at no time shall any employee accumulate or have available more than five (5) personal days, inclusive of any personal days credited on the first day of the next fiscal year.
- (e) Personal days may be used to extend bereavement leave and the one (1) calendar week advance notification requirement is waived by the Employer when such personal day is used to extend bereavement leave. However, as much advance notice as is possible under the circumstances shall be given to the Employer.

## **ARTICLE XIII VACATIONS**

**Section 13.01** Effective July 1<sup>st</sup>, each year of the agreement, the District will credit each employee with their full allotment of vacation in accordance with the schedule below:

Years of Service	Vacation
End of Probationary period – 5 years	10
6-12 years	15
13-24 years	20
25 years and over	25

**Section 13.02** To qualify for vacation, an eligible employee must:

(a) Complete his/her required length of continuous service on his/her anniversary date.

(b) Be on the active payroll on the anniversary date.

**Section 13.03** Vacation pay will be the employee's regular weekly rate on a straight time basis.

**Section 13.04** Length of continuous service shall be computed from the employee's first (1st) day of continuous employment for the School District.

**Section 13.05** It is the responsibility of the Employer to administer the vacation program. Vacation schedules shall be governed by the operational requirements of the Employer. As an additional limitation, when school is not in session, no more than six (6) custodians and two (2) maintenance workers may be on vacation at any one time and, when school is in session, no more than four (4) custodians and one (1) maintenance worker may be on vacation at any one time.

**Section 13.06** Employees entitled to more than two (2) weeks vacation will be scheduled in accordance with the operational requirements of the Employer. The wishes of each employee shall be considered and if there is a conflict in the choice of vacation time among employees in any classification, seniority shall prevail.

**Section 13.07** If a holiday or holidays fall during an employee's vacation, that employee shall receive holiday pay for the holiday or holidays in addition to his/her vacation pay provided he/she has worked the full day prior and following the vacation unless his/her absence on either of such days has been with the permission of the Employer.

**Section 13.08** Employees may carry over from year to year, up to five (5) vacation days per year with a maximum amount not to exceed seventy five (75) days for school year 2017/2018; not to exceed sixty five (65) days for school year 2018/2019; not to exceed fifty (50) days for school year 2019/2020 and all school years thereafter. Upon retirement with at least fifteen (15) years of service, the Employer will provide each employee the opportunity to receive one-half the per diem rate for any unused vacation days earned, up to a maximum of fifty (50)

days. For the purposes of computing the paid rate for unused vacation days, active days (days earned within the employees current anniversary year) will be paid at the full per diem rate, carry over days will be paid at the one-half per diem rate.

**Section 13.09** Senior employees shall be given preference with respect to the dates they desire for vacation over junior employees, provided their choice is made prior to April 1. If no choice is made prior to April 1 or if a choice has been made prior to April 1 and subsequently the employee desires to change the date, the employee, if senior, will not be allowed to select a date which interferes with a date which has previously been selected by a junior employee.

**Section 13.10** Normally, vacations shall be taken as scheduled. However, the Employer shall have the right to deny the taking of vacation upon payment of vacation pay if operational requirements so necessitate.

#### **ARTICLE XIV WAGES**

**Section 14.01** Section 14.01: Effective on the 1st day of July, 2017, each custodial and maintenance employee, in an active payroll status who has completed his/her probationary period, covered by this Agreement shall receive increases in the base hourly wage rate during each year of the contract as follows:

16/17 Rate	Current Tier	Custodians	17/18 Rate	18/19 Rate	19/20 Rate	20/21 Rate
13.47	IT2	C1	\$ 13.50	\$ 13.65	\$ 13.85	\$ 14.05
		C2	13.72	13.87	14.07	14.27
		C3	13.94	14.09	14.29	14.49
		C4	14.16	14.31	14.51	14.71
14.32	IIT2	C5	14.38	14.53	14.73	14.93
		C6	14.60	14.75	14.95	15.15
		C7	14.82	14.97	15.17	15.37
		C8	15.04	15.19	15.39	15.59
15.15	IIIT2	C9	15.26	15.41	15.61	15.81
		C10	15.48	15.63	15.83	16.03
15.70	IVT2	C11	15.70	15.85	16.05	16.25
13.67	IT22	2C1	13.70	13.85	14.05	14.25*
		2C2	13.92	14.07	14.27	14.47*
		2C3	14.14	14.29	14.49	14.69*
		2C4	14.36	14.51	14.71	14.91*
14.52	IIT22	2C5	14.58	14.73	14.93	15.13*



		2C6	14.80	14.95	15.15	15.35*
		2C7	15.02	15.17	15.37	15.57*
15.35	IIT22	2C8	15.24	15.39	15.59	15.79*
		2C9	15.46	15.61	15.81	16.01*
		2C10	15.68	15.83	16.03	16.23*
15.90	IVT22	2C11	15.90	16.05	16.25	16.45*

16/17 Rate	Current Tier	Maintenance	17/18 Rate	18/19 Rate	19/20 Rate	20/21 Rate
		M1 \$	17.45 \$	17.55 \$	17.70 \$	17.85
		M2	17.70	17.80	17.95	18.10
		M3	17.95	18.05	18.20	18.35
		M4	18.20	18.30	18.45	18.60
		M5	18.45	18.55	18.70	18.85
		M6	18.70	18.80	18.95	19.10
		M7	18.95	19.05	19.20	19.35
		M8	19.20	19.30	19.45	19.60
19.45	V	M9	19.45	19.55	19.70	19.85
		M10	19.70	19.80	19.95	20.10
		M11	19.95	20.05	20.20	20.35

16/17 Rate	Current Tier	Legacy	17/18 Rate	18/19 Rate	19/20 Rate	20/21 Rate
17.93	VT2	VT2 \$	17.93	18.03	18.18	18.33
18.95	IV	IV	18.95	19.05	19.20	19.35
18.66	III	III	18.66	18.76	18.91	19.06
18.42	II	II	18.42	18.52	18.67	18.82
18.16	I	I	18.16	18.26	18.41	18.56
	VT22	VT22 \$	18.13	18.23	18.38	18.53*
	IV2	IV2	19.15	19.25	19.40	19.55*
	III2	III2	18.86	18.96	19.11	19.26*
	II2	II2	18.62	18.72	18.87	19.02*
	I2	I2	18.36	18.46	18.61	18.76*

\*Includes Shift Differential \$0.20

Legend	/	Key	Legend	/	Key
IT2	Tier 2	Class 1	I	Tier 1	Class 1
IIT2	Tier 2	Class 2	II	Tier 1	Class 2
IIIT2	Tier 2	Class 3	III	Tier 1	Class 3
IVT2	Tier 2	Class 4	IV	Tier 1	Class 4
VT2	Tier 2	Class 5	V	Tier 1	Class 5

Note: Custodians and Maintenance employees at the end of the 17/18 rate will advance one class and over to the 18/19 rate. Meaning a C1 17/18 rate of \$13.50 will be a C2 in 18/19 with a rate of \$13.87 and a M9 at the end of the 17/18, \$19.45 will be a M10 in 18/19 with a rate of \$19.80. Thereafter, school year 19/20 and 20/21, employees will move laterally across the scale each pay year.

Legacy Employees will move laterally across the scale each pay year.

**Section 14.02** When a Building Supervisor is absent and an employee is directed to supervise other employees including full-time custodians, regular part-time employees, occasional employees, CETA employees or Youth Corps program employees, he/she shall be paid twenty-five (.25) per hour for the time spent supervising pursuant to direction. Such additional pay shall begin on the ninth (9th) hour in a work week that the employee performs the supervisory work and shall be retroactive to the first hour so worked in that work week.

## **ARTICLE XV SHIFT DIFFERENTIAL**

**Section 15.01** All employees assigned to perform duties during premium shift hours, second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shifts shall receive a shift differential of twenty (.20) cents per hour regardless of their permanent shift assignment.

## **ARTICLE XVI SICK LEAVE**

**Section 16.01** Each permanent full-time employee who has completed his/her probationary period shall be entitled to be paid for lost time due to illness up to a maximum of twelve (12) working days in any year.

**Section 16.01(a)** Where sickness in the immediate family requires the employee's absence from work, employees may use not more than four (4) days of such sick leave entitlement in each school calendar year for that purpose. Immediate family for the purpose of this section is defined as the following persons: husband, wife, domestic partner, child, step child, foster child, parent, brother or sister of the employee or child of the employee's domestic partner. The Employer may require proof of such sickness in accordance with Section 16.05 and Section 16.07.

**Section 16.02** Employees may accumulate two hundred (200) days of sick leave and receive payment of \$10.00 per day upon retirement for all accrued unused sick leave.

**Section 16.03** Sick leave is defined as leave granted for actual illness which prevents an employee from reporting to work.

**Section 16.04** An employee shall notify the Employer promptly in order to be eligible for sick leave payments. Such notification shall:

- (a) Be given prior to his/her individual starting time;
- (b) Be given by telephone or message directly to the employee's supervisor or Business Office;
- (c) State that the employee is sick or injured along with an estimate of how long the employee may be incapacitated.

**Section 16.05** A doctor's certificate is required for an absence from work due to sickness for three (3) or more consecutive days. For absence of less than three (3) days, a doctor's certificate may be required where, in the opinion of the Employer, the employee has been abusing his/her sick leave privileges.

**Section 16.06** An employee who is eligible for Workmen's Compensation benefits shall not be eligible for sick leave pay.

**Section 16.07** If an employee claims sick leave pay to which he/she is not entitled under this article, he/she will be subject to disciplinary action.

## **ARTICLE XVII LIFE INSURANCE**

**Section 17.01** On the effective date of this Agreement, the District agrees to pay the premium for a group term life insurance policy in the amount of Twenty Thousand (\$20,000) Dollars for each eligible employee who has completed his/her probationary period.

**Section 17.02** The insurance shall terminate at the end of the month in which the employee's active employment with the District ends.

**Section 17.03** The group life insurance is a contract between the Employer and the insurance carrier. No dispute over a claim for life insurance will be subject to the grievance procedure established in this collective bargaining agreement.

**Section 17.04** It is agreed and understood that the Employer neither accepts nor is the Employer to be charged with hereby any responsibility in any manner connected with the determination of liability for payment of life insurance. It is agreed that the Employer's liability shall be limited to the payment of premiums.

**Section 17.05** The Employer shall have the unilateral right to change insurance carriers.

---

## **ARTICLE XVIII HOSPITAL, MEDICAL AND DENTAL INSURANCE**

**Section 18.01** The Employer agrees to provide health insurance coverage and dental insurance coverage which is equal to that received by the professional staff of the Employer.

**Section 18.02** New employees shall be eligible for insurance coverage upon completion of their probationary period.

**Section 18.03** This insurance coverage shall terminate at the end of the policy month in which the employee's active employment with the Employer ends.

**Section 18.04** It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the hospitalization, medical service plan and dental plan. It is agreed that the Employer's liability shall be limited to the payment of premiums as stated above.

**Section 18.05** All employees will be enrolled in the CDHP 1 Plan and the employer will contribute \$1,300.00 for Employees participating in the Single Plan and \$2,600.00 for all other plans during plan year 2017-2018. Employees will not have a premium contribution for the school year.

The employer will contribute \$1,000.00 for Employees participating in the Single Plan and \$2,000.00 for all other plans during plan year 2018-2019. Employees will not have a premium contribution for the school year.

The employer will contribute \$700.00 for Employees participating in the Single Plan and \$1,400.00 for all other plans during plan year 2019-2020 or the rate contributed by the District to the Professional Unit, whichever is greater. Should the Professional Unit not be offered a HSA plan, the 2018-2019 rate will remain intact. Employees will not have a premium contribution for the school year.

The employer will contribute \$400.00 for Employees participating in the Single Plan and \$800.00 for all other plans during plan year 2020-2021 or the rate contributed by the District to the Professional Unit, whichever is greater. Should the Professional Unit not be offered a HSA plan, the 2018-2019 rate will remain intact. Employees will not have a premium contribution for the school year.

Employees hired during the terms of this agreement will be provided with the HSA contribution start up rate (\$1,000 for the single plan and \$2,000.00 for all other plans) in addition to the rate that corresponds with their hire date.

## **ARTICLE XIX MILEAGE**

**Section 19.01** When an employee who is required by the Employer to use his/her personal vehicle for School District business the employee shall receive mileage pay in accordance with the IRS rate at such time.

**Section 19.02** Prior approval of all trips and method of travel must be obtained from the Employer.

**Section 19.03** Expense sheets must be filled out immediately upon return and approved by the employee's supervisor.

## **ARTICLE XX BEREAVEMENT**

**Section 20.01** An employee, who has completed his/her probationary period, will be allowed time off because of death in his/her immediate family for the purpose of making arrangements for and attending the funeral. He/ She shall receive pay for time lost from his/her regular work week not to exceed eight (8) hours pay at his/her straight time hourly rate for each of the employees normally scheduled work days which fall within three (3) consecutive work days following the date of death. The immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household or any person with whom the employee has made his/her home.

**Section 20.02** An employee, who has completed his/her probationary period, will be excused from work because of the death of his/her first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law for the purpose of attending the funeral and shall be paid for the day of the funeral in accordance with the number of hours regularly scheduled or the employee's work day not to exceed eight (8) hours pay at his/her straight time hourly rate.

**Section 20.03** Pay will be allowed for regularly scheduled work days only.

## **ARTICLE XXI PENSION**

**Section 21.01** The Employer agrees to continue the present pension plan for all eligible employees who are in the bargaining unit.

## **ARTICLE XXII SENIORITY**

**Section 22.01** For purposes of this Agreement, the term "seniority" means a preferred position for specific purposes which one (1) employee may have over another employee because of greater length of continuous service in his/her classification.

**Section 22.02** The following shall constitute a break in continuous service and terminate seniority:

- (1) Resignation
- (2) Separation or discharge for just cause
- (3) Retirement
- (4) Absence without leave for three (3) working days
- (5) Refuse a recall to work from layoff
- (6) Failure to report after leave
- (7) Works at another job while on leave
- (8) Layoff for a period of one (1) year

**Section 22.03** Seniority lists shall be prepared for each seniority group and revised when necessary every six (6) months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards.

**Section 22.04** When a job vacancy occurs within the bargaining unit and the Employer wishes to have it filled, the Employer agrees to post such vacancy on the bulletin board for a period of five (5) days prior to the filling of such job vacancy unless an emergency requires a lesser period of time. In filling the vacancy, the following shall be considered:

- (a) Skill and ability to perform the work
- (b) Physical fitness
- (c) Seniority in the School District

**Section 22.05** Layoffs shall be made in the inverse order of seniority. Employees affected by layoffs who have the requisite seniority shall have the right to bump back to positions previously held within the classification; the employees may bump back within the same

classification provided they have the requisite seniority, skill and ability. The Employer shall establish a preference list for those persons who have been laid off under the provisions of this article in the inverse order of such layoff. This list shall be used in the order of seniority to fill vacancies within a classification from which the persons on the preference list may have been furloughed or laid off. In the event a person refuses an offer of a position under this section, he/she shall be dropped from the list. Seniority for the purpose of this section shall be deemed to be length of continuous service within the classification.

**Section 22.06** In making shift assignments, preference shall be granted on a order to protect the efficiency of operation. Seniority status in this regard shall be that status attained within a classification.

**Section 22.07** When no qualified bids or no bids have been submitted for the vacancy, then the Employer may fill the vacancy in any manner he/she deems appropriate.

**Section 22.08** Three (3) employees holding the positions of President, Vice-President, Secretary, Treasurer, Chief Steward and Steward shall have super seniority in his/her classification for purposes of layoff only. The Union will inform the Employer of the Union member holding the position with super seniority.

### **ARTICLE XXIII LEAVES OF ABSENCE**

**Section 23.01** Leaves of absence without pay or other benefits hereunder may be granted to regular full-time employees at the request of the employee, for good cause. Falsification of the reason for a leave of absence shall be grounds for discharge. Employees accepting employment elsewhere during such leave shall be considered to have quit without notice.

The employee shall make a written request stating the reason for the leave of absence and the Employer's granting of such leave shall be in writing.

**Section 23.02** Employees who have entered or who hereafter shall enter the Armed Forces of the United States shall be entitled to reinstatement to the extent and under the circumstances that reinstatement may be required under the applicable laws of the United States.



**Section 23.03** Female employees, in cases of maternity, shall have the right to receive a leave of absence up to six (6) months as they may choose. Such leave of absence must be applied for and approved in writing by the Employer prior to the leave of absence. Upon request of the employee in writing and at the sole discretion of the Employer, maternity leave may, for good cause, be extended for a period not to exceed six (6) months. In no case may the total leave exceed twelve (12) months.

**Section 23.04 Jury Duty**

An employee, excluding probationary employees, who is subpoenaed for jury duty, shall be granted as leave of absence from his/her regular duties during the actual period of such jury duty. The Employer will pay, upon presentation of proper proof, the employee's full salary while on such duty, but no more than eight (8) hours in each day at his/her regular straight time rate. The employee shall reimburse the Employer for all pay received as a juror. The employee will notify the Employer as soon as he/she knows that he/she is being summoned for such duty.

In order to assure proper payment, each employee must furnish to the Employer a certificate of service and payment received duly signed by the Clerk of Court.

This provision does not apply if an employee volunteers for jury duty.

**Section 23.05** A regular employee who is required to report for military duty (not to exceed fifteen (15) days per year) shall be paid the difference between their military per diem rate and their per diem rate of pay with the District. An employee claiming such pay must submit proof of his/her military pay.

**ARTICLE XXIV  
UNION REPRESENTATIVE**

**Section 24.01** Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises after being granted permission by the Employer. Such permission shall not be unreasonably withheld.

**ARTICLE XXV  
DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE**

**Section 25.01** The parties agree that the discharge, demotion, suspension and discipline of an employee are subject to the grievance procedure. Grievances for demotion, discharge and suspension may be filed at the third (3rd) step.

**Section 25.02** Bargaining Unit members shall not be disciplined or discharged, reduced in classification or compensation, or denied any benefit of this agreement without just cause.

**ARTICLE XXVI  
BULLETIN BOARD**

**Section 26.01** The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of Union officers and other material relating to Union business.

**Section 26.02** The Union shall not post material detrimental to the labor/management relationship nor of a political or controversial nature.

**ARTICLE XXVII  
LABOR/MANAGEMENT MEETINGS**

**Section 27.01** The Union may appoint up to three (3) persons on a committee to meet at mutually agreed times and places with representatives of the Employer to confer on "meet and discuss" matters as defined in Act 195. Council and International staff representative may also be present. Such meetings may be initiated by either party and the agenda shall be in writing specifying the items to be discussed.

**Section 27.02** Safety and health may be a part of these discussions.

**Section 27.03** The Employer agrees to meet and discuss with the Union representatives prior to eliminating any current or vacant bargaining unit position(s). The Local Union Representatives along with the District Council 86 Staff Representative will receive such notice and opportunity to discuss the decision with the Employer prior to any decision being finalized.

## **ARTICLE XXVIII GRIEVANCE PROCEDURE**

**Section 28.01** The parties to this Agreement agree that it is of the utmost importance to adjust grievances in an orderly and expeditious manner.

### **Section 28.02** Grievance Definition

A grievance is a dispute between the parties regarding the meaning, interpretation or application of any provision of this Agreement.

### **Section 28.03** All grievances shall:

- (a) Be signed by the aggrieved employee or an Union Official
- (b) Set forth the date the grievance occurred;
- (c) Designate the provision(s) allegedly violated;
- and
- (d) State remedy or relief sought.

### **Section 28.04** Grievances shall be settled in the following manner:

**Step 1:** The employee initiating the grievance shall present it in writing to his/her immediate supervisor within ten (10) working days after its occurrence. The immediate supervisor shall reply to the grievance within five (5) days of its presentation.

**Step 2:** If the grievance is not resolved in Step 1, it shall be referred in writing to the Supervisor of Buildings and Grounds within ten (10) days after the decision has been rendered in Step 1. The Supervisor of Buildings and Grounds shall reply in writing to the grievance within ten (10) days after its presentation.

**Step 3:** If the grievance is not resolved in Step 2, it shall be referred in writing to the Superintendent or his/her designee within ten (10) days after the decision has been rendered in Step 2. The Superintendent or his/her designee shall reply in writing to the grievance within ten (10) days after its presentation.

Step 4: If the grievance is not resolved in Step 3, either party may refer the grievance to the American Arbitration Association for the purpose of arbitrating the unsettled grievance. The Union, District Council 86, shall first notify the District in writing of its intent to proceed to arbitration within ten (10) days of the Superintendent's reply and then it shall within ten (10) days after the notice has been given to the District refer the grievance in writing to the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association and the arbitrator shall proceed under said rules. The arbitrator, when duly appointed, shall proceed to consider the disputed grievance without delay and render his/her decisions promptly following the conclusion of the hearing in the matter.

**Section 28.05** The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

**Section 28.06** The arbitrator shall neither add to, subtract from or modify the provisions of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

**Section 28.07** All of the time limits contained in the Article may be extended by mutual agreement.

**Section 28.08** All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

**Section 28.09** An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure if he/she so requests.

**Section 28.10** The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth unless the time limit has been mutually waived, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal. The failure of any of the Employer's representatives at any level to give

his/her written response within the specified time limit shall automatically move the grievance to the next step unless the time limits have been extended by mutual agreement.

**Section 28.11** Any decision in the first two steps of the grievance procedure shall be applicable to that grievance only.

**Section 28.12** The arbitrator shall not award back pay for any period before the date of the occurrence leading to said discipline provided the grievance is submitted timely. If the arbitrator orders back pay, then any compensation received by the aggrieved employee during the non-working period must be deducted from the settlement.

---

## **ARTICLE XXIX STRIKES AND LOCKOUTS**

**Section 29.01** The Union recognizes that the District must operate continuously and the employees need to perform their work so there is not interruption of service.

**Section 29.02** The Union agrees that there shall be no strikes, slowdowns, stoppages, walkouts, sit-downs, concerted refusals to work overtime or any other interruptions of work or impeding of work or prevent or attempt to prevent the access of employees or anyone properly having access to the District's facilities during the term of this contract. (All of which are hereinafter referred to as "strike".) The Employer agrees that there shall be no lock outs during the term of this Agreement. The Employer shall be under no obligation to discuss or bargain with the Union concerning employees on strike or concerning the subject of any strike so long as the strike occurs and/or continues during the term of this contract.

**Section 29.03** In the event of any such strike, the Union agrees that it will in good faith and without delay exert itself to the fullest extent to bring about a prompt termination of such strike and will insist that the employee or employees involved therein shall return to work.

## **ARTICLE XXX SCOPE OF AGREEMENT**

**Section 30.01** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining

and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 30.02** Therefore, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

---

## **ARTICLE XXXI UNIFORMS**

Each employee will receive a uniform allotment of Two Hundred Thirty (\$230.00) Dollars for the each fiscal year. New employees in receipt of said allotment will comply with the following guidelines:

A. The Employee must purchase the Employer approved uniform style, including emblems, from the Employer approved uniform supplier. The Employer will reimburse the employee for such uniform purchases, within fifteen (15) days of the presentation of purchase receipts to the School District Business Office, up to the total allotment for each fiscal year.

B. Unused uniform allotment funds lapse at the end of each fiscal year and are not cumulative.

C. All Employees are required to be in uniform at all times when on duty for the Employer.

D. The uniform may be worn only by the Employee, and then only while on duty for the Employer. The uniform may be worn by the Employee when traveling to and from work for the Employer.

E. The uniform shirts shall remain the property of the Employer and shall be returned to the Employer upon termination of employment with the Employer or retirement of the garment from use.

F. Employees are responsible for keeping their uniform clean and in a good state of repair.

G. New employees hired during the terms of this agreement will be compensated an addition \$100.00 for the purchase of proper foot gear.

**ARTICLE XXXII  
TERM OF AGREEMENT**


THIS AGREEMENT shall become effective on the 1st day of July, 2017, and shall remain in full force and effect for a period of FOUR (4) years up to and including the 30th day of June, 2021. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act. The parties hereto through their duly authorized officers or representatives and intending to be legally bound hereby have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

JERSEY SHORE AREA SCHOOL DISTRICT

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES,

AFL-CIO (AFSCME) AND LOCAL  
UNION NO. 2639.

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
  
\_\_\_\_\_

**2017-18 JSASD PA Pre-K Counts  
Partnership Agreement  
All Things Bright and Beautiful Day Care**

**A. Background**

Lead Agencies are responsible for fiscal and administrative oversight, program leadership and decision-making authority relative to PA Pre-K Counts. It is the entity that responds to the Office of Child Development & Early Learning (OCDEL) requests and submits documents to OCDEL (such as the Waiver Requests and Continuous Quality Improvement Plans (CQIP)) on behalf of the Partners. The Lead Agency holds the responsibility for the Partners' compliance with PA Pre-K Counts requirements. The Lead Agency is responsible for working with its Partner(s) to develop a mutually agreed upon partnership agreement/contract.

Partner Agencies receive funding from the Lead Agency to provide pre-kindergarten programming to PA Pre-K Counts children. The partners are responsible for carrying out the requirements identified in a Partnership Agreement in a satisfactory and proper manner. The Partner(s) communicates directly with the Lead Agency.

**B. Elements of the Partnership Agreement:**

**1. Start and End Date of Partnership Agreement and Identification of Legal Partners –**

This Partnership Agreement is made as of July 1, 2017 by and between Jersey Shore Area School District located at 175 A & P Drive, Jersey Shore, PA and All Things Bright and Beautiful Day Care, located at P.O. Box 180, Avis, PA 17721

Jersey Shore Area School District contracts with All Things Bright and Beautiful Day Care to provide all services and program activities as described by the Program Requirements contained within this Partnership Agreement to up to 20 full time children and agrees to pay All Things Bright and Beautiful Day Care \$126,260.00 for the provision of tuition-free pre-kindergarten opportunities for eligible children from August 28, 2017 until June 6, 2018, or after, if snow make-up days need to be used, for agreed upon services listed in this agreement.

- a. **Length of Day and Program Year** – This will be a program for a minimum of 5.5 hours per day, for a minimum of 180 days per year. Thirty (30) minutes of the day is for lunch. Student days are on attached calendar.
- b. **Standards-Based Curriculum** – The curriculum used in the Pre-K Counts classroom must be aligned with the Early Learning Standards established by the Pennsylvania Department of Education.
- c. **Class Size and Student/Teacher Ratios**- PA Pre-K Counts programs must have a student/teacher ratio of no more than 20 students for one teacher and one teacher aide in a classroom, that is, 2 adults in a classroom for every 20 students. If the classroom has 10 or fewer 3 and 4 year olds, it must have one highly qualified teacher and a secondary person available in the facility. The secondary person must meet the requirements for a PA Pre-K Counts teacher's aide.



- d. Staffing Qualifications** – The lead teacher in each PA Pre-K Counts classroom must possess a Pennsylvania early childhood education certification.

Teacher Aide qualifications for all providers must meet one of the following criteria:

- Completion of at least 2 years postsecondary study, or
- Possession of an associate's degree or higher, or
- Child Development Associate (CDA), or
- Ability to meet rigorous standards of quality and demonstration of knowledge in and the ability to assist a teacher in instructing reading, writing and mathematics.

- e. On-Going Professional Development** – PA Pre-K Counts providers are encouraged to create and implement plans for professional development that are specific to pre-kindergarten. The Lead Agency and Partner(s) should work together to develop a professional development plan that meets, at a minimum, the requirements outlined in ACT 48. Act 48 requires all professional educators to acquire 6 credits/180 hours /a combination of PD hours/credits equivalent to 180 hours every 5 years to maintain an active certificate.

Teacher Aides must have at least 24 hours of continuing professional development each year.

- f. Meals and Snacks** – PA Pre-K Counts requires a meal for a half day program and a snack and one or more meals for a full-day program.
- g. Transitioning Activities** - Transition of students into the PA Pre-K Counts Program and from PA Pre-K Counts into Kindergarten must include specific and mindful activities.
- h. Parental Involvement** – Requirements for the plan for Parent Involvement and shall include at a minimum: joint staff & parent planning process, establishment of policies that support parental involvement, role for parents in evaluating program success, system for reporting child's progress, recognition of parents' critical role and parent education activities.
- i. Develop and Implement a Comprehensive Emergency Response Plan.** All PA Pre-K Counts providers must develop their plan in cooperation with the local Emergency Management Agency and be consistent with the guidelines developed by the Pennsylvania Emergency Management agency and other pertinent state requirements. The plan must be reviewed annually and modified as necessary.
- j. Immunization Requirements** – All providers of PA Pre-K Counts funded programs must meet the immunization requirements, but are not limited to the following:
1. Within 60 days of a child's first day of attendance in the program, the provider shall obtain a record establishing that the child has received the vaccinations recommended by the American Committee on Immunization Practices (ICIP); or
  2. Receipt from a parent or guardian of a child of a written objection to the child being vaccinated on religious grounds or a physician verified medical reason of a temporary or permanent nature explaining why the child is not to be vaccinated.
  3. Providers must exclude children from group activities for an additional 30 days who are not vaccinated due to a temporary medical condition, unless they have received written

confirmation from a physician or state or local health department of vaccination or continuation of the medical condition. A new verification is required every 30 days or the child may not be readmitted to the setting until the requirements are met.

- k. **Screenings** – All providers of PA Pre-K Counts funded programs must provide or obtain hearing, vision, dental, and health (including mental health) screenings on all children within 60 calendar days of their first day in the classroom setting.
  - l. **Waivers** – A Partner Agency is to work through the Lead Agency and the Preschool Program Specialist for advance approval of waivers. Waivers must be submitted by the Lead Agency on behalf of the Partner Agency and facilitated by the Preschool Program Specialist.
  - m. **Eligibility of Children**— Eligible children must be three or four years old before September 1<sup>st</sup>. Five year olds who are eligible for kindergarten may not receive PA Pre-K Counts funding. They may be included in a PA Pre-K Counts classroom only if alternate funding is being used to support these children. This includes five-year olds participating in Early Intervention with developmental delays or disabilities who are eligible for Kindergarten.
  - n. **Serve At-Risk children**– All PA Pre-K Counts providers are expected to target their PA Pre-K Counts services to children considered at-risk. An individual assessment of each child's at-risk status prior to enrolling the child in the program is not required but OCDEL does collect regular information about the at-risk status of the children enrolled.
  - o. **Participate in Development and Implementation of Enrollment Plans.** All slots allotted to the Partner Agency by the Lead Agency must be filled prior to the opening day of class and all classrooms must open no later than September 30. Full enrollment must be maintained at all times by the Partner Agency and the Partner is responsible for filling the slot with another child within 20 program days of the original child's departure from the program. Partners must also assure Lead agencies that they will have strategies in place to maintain at least 85% attendance rate in their PA Pre-K Counts classrooms.
4. **Coordination and Collaboration Requirements** - The PA Pre-K Counts program requires the participating providers to work in a coordinated and collaborative manner with other PA Pre-K Counts programs as well as the early childhood community and OCDEL. Lead Agencies and their Partner(s) are expected to engage in coordination and collaboration partnerships organized for the purpose of community education and outreach on early childhood education, assessing needs and resources and coordinating and developing strategies to address these issues. The PA Pre-K Counts program expectations of working with the following can be addressed:
- a. **Early Intervention Programs and Services** –The coordination with the Infant and Toddlers and the Preschool Early Intervention (EI) programs to ensure a smooth transition for children coming into PA Pre-K Counts from the Infant and Toddler program and who may be receiving Preschool EI services.
  - b. **Child Care Works** – All participants must confirm in the partnership agreement/contract that they will work collaboratively with their CCIS regarding building enrollment and child participation verification.
  - c. **Community Engagement Groups** – PA Pre-K Counts Partnerships are strongly encouraged to

meet with the local Community Engagement Group Coordinators in order to connect with other early childhood education efforts in the community and become actively engaged in the Transitioning activities of the CEG.

- d. **“Wrap-around” Child Care services** –It is recommended that Lead and Partner Agencies work together to coordinate with programs that are providing before and after school wrap-around services in their service area for any of their enrollees.
5. **Monitoring, Program Reporting Requirements and Assurances** - Listing of program reporting requirements, identified in the Pennsylvania Pre-K Counts e-Grant Application – Program Assurances section and PA Pre-K Counts Guidance which must be adhered to by the Partner Agency. It is the Lead Agency’s responsibility to develop procedures for ongoing monitoring of Partners’ compliance with PA Pre-K Counts requirements. Lead Agencies and their Partners should meet a minimum of 4 times a year to review program operation and the Partnership Agreement.

The following areas should be addressed in this section:

- a. **Comply with all PA Pre-K Counts Monitoring Requirements** – Lead Agencies and their Partners should work cooperatively in preparation for monitoring and site visits by their assigned Preschool Program Specialist. Preschool Program Specialists will evaluate an individual program’s capacity to offer high quality Prekindergarten programs through PA Pre-K Counts by using the Program Review Instrument and supporting documents.
- b. **Develop and Submit a Continuous Quality Improvement Plan (CQIP)**- Each PA Pre-K Counts provider is responsible for developing and maintaining a CQIP for their program. Preschool Program Specialists are available to assist each program in creating their Continuous Quality Improvement Plans.
- c. **Assess the Early Learning Environment** - The Department has identified the Early Childhood Environment Rating Scale – Revised (ECERS-R) as the tool that will be used to assess the learning environment in PA Pre-K Counts classrooms. Partners must agree to allow all their PA Pre-K Counts lead teachers to participate in the ERS Foundations and ECERS-R workshops which will be offered through the Regional Keys. Partner programs must confirm that they will conduct a self assessment prior to the formal assessment from the ERS Assessor. All PA Pre-K Counts classrooms are expected to earn an average score of 5.50. Partner classrooms, where the averages score are lower than 5.50, are required to develop and implement an individual improvement plan for each sub-scale below 5.50.
- d. **Assess Student Progress may be accomplished through an approved child outcomes assessment tool.** - The Office of Child Development and Early Learning requires the use of an approved child outcomes assessment tool for the statewide measurement of child progress for PA Pre-K Counts. The Agreement must indicate that the partners will cooperate with this requirement, including training and timely data entry. The specific approved measurement tool must be identified in PELICAN.
- e. **Comply with Reporting Requirements** – Lead Agencies must be very specific in this section of the agreement/contract and spell out in detail the requirements relative to the submission of data required by OCDEL. The Partner and Lead Agency must work together to develop a process that clearly identifies who is collecting and verifying the data, who is submitting data

for each data requirement to the correct data depository, when the various data reports are to be submitted and how the information is finally submitted to OCDEL. Timely reporting is a critical issue and the parameters for collection and submission must be clearly understood and agreed upon by the Partner agencies.

The reporting requirements include:

- **Child assessment outcomes reporting** – Methods for how child outcomes data will be reported should be determined at the local level by Lead Agencies and Partner Agencies. This data is collected 3 times per year. PA Pre-K Counts Grantees will report child outcomes on October 13, 2017 and May 11, 2018.
  - **Enrollment reports/attendance data reports** – PELICAN System - Partners are required to submit monthly electronic enrollment/attendance reports to the Lead Agency in the required format using the PELICAN reporting system. Reports will be due by the 10th of each month, following the service month.
  - **Financial reports** – FAI System– Supporting budgetary information, including QER information, is required from the Partner(s) in order for the Lead Agency to complete mandatory, quarterly financial reporting to OCDEL. The financial information requested by the Lead Agency should be determined on the local level within the partnership with mandatory timelines for submission of data by the Partner to the Lead Agency.
  - In addition to the data requirements listed above Partner Agencies must also agree to provide the Lead Agency any data or information that is requested by OCDEL during the course of the grant.
- f. **Attend all PA Pre-K Counts Regional Meetings** – All Lead Agencies and their partner sites are required to attend PA Pre-K Counts State or Regional Meetings – Partners must agree to attend all Regional Meetings hosted by the OCDEL. Details can be found in the Pennsylvania Pre-K Counts Guidance. Required attendee is the Director, Ms. Angela Johnson.
- g. **Fees** – Lead Agencies and their partners must agree not to charge any fee to parents for PA Pre-K Counts services - It must be clearly stated in the agreement that families that enroll their children in a PA Pre-K Counts program may not be charged for any portion of the service.
- h. **Agree to Maintain Required Provider Status** - For the duration of the grant all Lead Agencies and their partners must agree to maintain their provider status. A Partner Agency that is a Child Care Center or Group Child Care Home the agreement should state that they must be at a STAR 3 level or higher beginning in July 2011 and maintain this STAR designation throughout the life of their program. The STAR level of all PA Pre-K Counts programs will be verified during the application. If a Partner loses its STAR designation it should contact the lead Agency immediately and work with the Preschool Program Specialist to remediate this situation.
- i. **Background Checks** – All Lead Agencies and their partner sites must abide by the legal requirements for staff background checks that regulate that type of provider. The Lead Agency and Partner Agency should identify the process to assure that all staff has appropriate background checks.
- j. **Classroom Content** – All Lead Agencies must assure that the content, activities and materials used in the Partner's PA Pre-K Counts classroom is secular in nature.

- k. **Agree not to supplant funds** – Lead Agencies and their partners must agree not to supplant funds but to supplement public funds received from another source. Partners may not substitute PA Pre-K Counts dollars for public resources currently expended to provide pre-kindergarten that meet the standards of the PA Pre-K Counts program. It should be stated that Partners will avoid the use of PA Pre-K Counts funds in a way that replaces services that are currently being provided by Head Start grantees. The Agreement should specifically state that the Partner Agency will not displace existing high quality programs that are in place and serving children, such as Head Start.
  - l. **Appropriate Use of Funds** – Lead Agencies must assure that PA Pre-K Counts funds will only be used for the Partner's PA Pre-K Counts program and classrooms. Lead agencies should identify allowable "uses" for Partner Agencies to avoid funding disallowances.
- 
6. **Oversight and Termination** – The lead agency facilitates partnership activities and delivery of services. Technical assistance and guidance are available through the PA Pre-K Counts Coordinator, Kenneth J. Dady, Jr., Ph.D. Failure to comply with deadlines for OCDEL mandates and amendments and misuse of funds are reasons for termination. The process for termination is as follows:
- a. Inform the PA Pre-K Counts Specialist of the situation with the partner and discuss steps to rectify.
  - b. Meet with the partner and discuss prevailing situation.
  - c. Confirm with a letter outlining the steps to correct the infractions and provide deadline to correct.
  - d. Inform PA Pre-K Counts Specialist of corrections with copy of letter sent to partner.
  - e. If partner has not made corrections within the deadline, a termination letter will be sent to the partner with a copy to the PA Pre-K Counts Specialist.
7. **Financial Reporting Requirements**—Budget and financial reporting responsibilities and expectations of the Lead Agency and Partner(s). Some critical areas are:
- a. **Pass through budgets** – Partner detailed "pass through" budget are required to be provided to OCDEL through the Lead Agency. Lead Agencies are expected to share the budget guidance document, found through links in e-Grants, which explains what is expected in each budget line. Partners are expected to sign and date their pass through budgets.
  - b. **Participation in pre-determined level of financial data reporting** - Lead Agency must determine and inform the Partner Agency as to the date and information required to complete mandatory financial reporting.
  - c. **Payment & compensation requirements- PDE endorses an advance payment process mirroring that between the Commonwealth and the Lead Agency.** However, if the Lead and Partner agree to cost reimbursement, this should include frequent payments (weekly or biweekly) so that partners receive sufficient cash flow. Factors to consider in clarifying this section of the agreement:

- Lead Agency and Partner must discuss and agree upon per child funding budgeted at the Pre-K Counts classroom level.
  - Details regarding the payment schedule for agreed upon services should be described in this section.
  - The Lead Agency retains the right to withhold payments if reports are not filed accurately and/or on time.
  - A clear understanding of the enrollment expectation and potential impact on payment must be clearly stated.
  - A clear understanding of the salary guidelines for teaching staff as presented in the PA Pre-K Counts Guidance.
- d. **Invoices/billing for services provided by partner to Lead Agency** - Invoices for services provided by partner to Lead Agency must include dates of service, invoice date, invoice amount, invoice number, reference to Partnership Agreement/Contract and number of contracted slots.
- e. **Accountability for expenditures** –The partner should agree to work with the lead agency to develop a process to account for program related expenditures. Partners are expected to maintain books, records, documents, and other evidence in sufficient detail to support all claims against the PA Pre-K Counts funding in the event of an audit. Grantees must also maintain an inventory list of equipment with a purchase price exceeding \$1,000. All documentation for the PA Pre-K Counts program must be maintained for 7 years.
8. **Areas of Potential Collaboration in Program Delivery** –Both the Lead Agency and Partner(s) should identify individual responsibilities pertaining to potential areas of collaboration. This is not an exhaustive list.
- a. **Provision of Technical Assistance by Lead Agency** - The Lead Agency and Partner Agency should work together to identify the professional development needs of all the staff members relative to the staffing qualifications required and identified in the Pennsylvania Pre-K Counts Guidance. This section would address the role of the Lead Agency, if any, in providing professional development, technical assistance and other services to the Partner.
- b. **Transportation agreements** – If there is an opportunity to better serve the needs of parents through collaborative transportation agreements between the Lead and Partner agencies they should work together to identify these arrangements and the costs, and operational responsibilities should be clearly stated in the Agreement/Contract.
- c. **Joint purchasing agreements to maximize cost savings** – Opportunities to save costs through joint purchasing arrangements should be analyzed and if appropriate clearly stated in the partnership agreement.
9. **The Partner Agency agrees to participate in activities related to the professional induction plan as related to lead teacher certification.** The Partner Agency agrees to budget for the mentor expenses related to the induction plan along with follow through on providing opportunities for the lead teacher to fully participate in the scheduled meetings.
10. **The following signatures signify an agreement to the work identified in this Partnership Agreement/contract.**

IN WITNESS WHEREOF, the parties hereto, have caused this partnership agreement/contract to be executed by their duly authorized officials:

**Jersey Shore Area School District**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**All Things Bright and Beautiful Day Care**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**2017-2018 Proposed payment schedule after JSASD Board approval on or about the dates listed below (again, this will change based on the passing of the state budget, and the amount paid to the program will be prorated based on days of attendance for the students):**

August 29, 2017	\$16,000.00
September 26, 2017	\$16,000.00
October 24, 2017	\$16,000.00
November 29, 2017	\$12,000.00
December 27, 2017	\$12,000.00
January 23, 2018	\$12,000.00
February 27, 2018	\$12,000.00
March 27, 2018	\$12,000.00
April 24, 2018	\$ 6,087.00
May 29, 2018	\$ 6,087.00
June 26, 2018	\$ 6,086.00

Payment schedule is dependent upon Jersey Shore Area School District receipt of invoice from All Things Bright and Beautiful Day Care for PA Pre-K Counts program on or before the 1<sup>st</sup> of each month.

**JSASD Partnership meetings to take place at the Jersey Shore Area Administration Building or other mutually agreed upon location at 1:30 PM on the following dates, unless circumstances necessitate postponement/cancellation:**

November 7, 2017  
March 6, 2018  
May 1, 2018

**ATBB will bring an updated fiscal report to these meetings that will be reviewed by the lead agency.**



**2017-18 JSASD PA Pre-K Counts  
Partnership Agreement  
Your Guardian Angel Preschool and Childcare**

**A. Background**

Lead Agencies are responsible for fiscal and administrative oversight, program leadership and decision-making authority relative to PA Pre-K Counts. It is the entity that responds to the Office of Child Development & Early Learning (OCDEL) requests and submits documents to OCDEL (such as the Waiver Requests and Continuous Quality Improvement Plans (CQIP)) on behalf of the Partners. The Lead Agency holds the responsibility for the Partners' compliance with PA Pre-K Counts requirements. The Lead Agency is responsible for working with its Partner(s) to develop a mutually agreed upon partnership agreement/contract.

Partner Agencies receive funding from the Lead Agency to provide pre-kindergarten programming to PA Pre-K Counts children. The partners are responsible for carrying out the requirements identified in a Partnership Agreement in a satisfactory and proper manner. The Partner(s) communicates directly with the Lead Agency.

**B. Elements of the Partnership Agreement:**

**1. Start and End Date of Partnership Agreement and Identification of Legal Partners –**

This Partnership Agreement is made as of July 1, 2017 by and between Jersey Shore Area School District located at 175 A & P Drive, Jersey Shore, PA and Your Guardian Angel Preschool and Childcare, located at 701 Allegheny St., Jersey Shore, PA 17740.

Jersey Shore Area School District contracts with Your Guardian Angel Preschool and Childcare to provide all services and program activities as described by the Program Requirements contained within this Partnership Agreement to up to 20 full time children and agrees to pay Your Guardian Angel Preschool and Childcare \$126,260.00 for the provision of tuition-free pre-kindergarten opportunities for eligible children from August 28, 2017 until June 6, 2018, or after, if snow make-up days need to be used, for agreed upon services listed in this agreement.

- a. **Length of Day and Program Year** – This will be a program for a minimum of 5.5 hours per day, for a minimum of 180 days per year. Thirty (30) minutes of the day is for lunch. Student days are on attached calendar.
- b. **Standards-Based Curriculum** – The curriculum used in the Pre-K Counts classroom must be aligned with the Early Learning Standards established by the Pennsylvania Department of Education.
- c. **Class Size and Student/Teacher Ratios**- PA Pre-K Counts programs must have a student/teacher ratio of no more than 20 students for one teacher and one teacher aide in a classroom, that is, 2 adults in a classroom for every 20 students. If the classroom has 10 or fewer 3 and 4 year olds, it must have one highly qualified teacher and a secondary person available in the facility. The secondary person must meet the requirements for a PA Pre-K Counts teacher's aide.

- d. **Staffing Qualifications** – The lead teacher in each PA Pre-K Counts classroom must possess a Pennsylvania early childhood education certification.

Teacher Aide qualifications for all providers must meet one of the following criteria:

- Completion of at least 2 years postsecondary study, or
- Possession of an associate's degree or higher, or
- Child Development Associate (CDA), or
- Ability to meet rigorous standards of quality and demonstration of knowledge in and the ability to assist a teacher in instructing reading, writing and mathematics.

- e. **On-Going Professional Development** – PA Pre-K Counts providers are encouraged to create and implement plans for professional development that are specific to pre-kindergarten. The Lead Agency and Partner(s) should work together to develop a professional development plan that meets, at a minimum, the requirements outlined in ACT 48. Act 48 requires all professional educators to acquire 6 credits/180 hours /a combination of PD hours/credits equivalent to 180 hours every 5 years to maintain an active certificate.

Teacher Aides must have at least 24 hours of continuing professional development each year.

- f. **Meals and Snacks** – PA Pre-K Counts requires a meal for a half day program and a snack and one or more meals for a full-day program.
- g. **Transitioning Activities** - Transition of students into the PA Pre-K Counts Program and from PA Pre-K Counts into Kindergarten must include specific and mindful activities.
- h. **Parental Involvement** – Requirements for the plan for Parent Involvement and shall include at a minimum: joint staff & parent planning process, establishment of policies that support parental involvement, role for parents in evaluating program success, system for reporting child's progress, recognition of parents' critical role and parent education activities.
- i. **Develop and Implement a Comprehensive Emergency Response Plan.** All PA Pre-K Counts providers must develop their plan in cooperation with the local Emergency Management Agency and be consistent with the guidelines developed by the Pennsylvania Emergency Management agency and other pertinent state requirements. The plan must be reviewed annually and modified as necessary.
- j. **Immunization Requirements** – All providers of PA Pre-K Counts funded programs must meet the immunization requirements, but are not limited to the following:
1. Within 60 days of a child's first day of attendance in the program, the provider shall obtain a record establishing that the child has received the vaccinations recommended by the American Committee on Immunization Practices (ICIP); or
  2. Receipt from a parent or guardian of a child of a written objection to the child being vaccinated on religious grounds or a physician verified medical reason of a temporary or permanent nature explaining why the child is not to be vaccinated.
  3. Providers must exclude children from group activities for an additional 30 days who are not vaccinated due to a temporary medical condition, unless they have received written

confirmation from a physician or state or local health department of vaccination or continuation of the medical condition. A new verification is required every 30 days or the child may not be readmitted to the setting until the requirements are met.

- k. **Screenings** – All providers of PA Pre-K Counts funded programs must provide or obtain hearing, vision, dental, and health (including mental health) screenings on all children within 60 calendar days of their first day in the classroom setting.
  - l. **Waivers** – A Partner Agency is to work through the Lead Agency and the Preschool Program Specialist for advance approval of waivers. Waivers must be submitted by the Lead Agency on behalf of the Partner Agency and facilitated by the Preschool Program Specialist.
  - m. **Eligibility of Children**— Eligible children must be three or four years old before September 1<sup>st</sup>. Five year olds who are eligible for kindergarten may not receive PA Pre-K Counts funding. They may be included in a PA Pre-K Counts classroom only if alternate funding is being used to support these children. This includes five-year olds participating in Early Intervention with developmental delays or disabilities who are eligible for Kindergarten.
  - n. **Serve At-Risk children**— All PA Pre-K Counts providers are expected to target their PA Pre-K Counts services to children considered at-risk. An individual assessment of each child's at-risk status prior to enrolling the child in the program is not required but OCDEL does collect regular information about the at-risk status of the children enrolled.
  - o. **Participate in Development and Implementation of Enrollment Plans.** All slots allotted to the Partner Agency by the Lead Agency must be filled prior to the opening day of class and all classrooms must open no later than September 30. Full enrollment must be maintained at all times by the Partner Agency and the Partner is responsible for filling the slot with another child within 20 program days of the original child's departure from the program. Partners must also assure Lead agencies that they will have strategies in place to maintain at least 85% attendance rate in their PA Pre-K Counts classrooms.
4. **Coordination and Collaboration Requirements** - The PA Pre-K Counts program requires the participating providers to work in a coordinated and collaborative manner with other PA Pre-K Counts programs as well as the early childhood community and OCDEL. Lead Agencies and their Partner(s) are expected to engage in coordination and collaboration partnerships organized for the purpose of community education and outreach on early childhood education, assessing needs and resources and coordinating and developing strategies to address these issues. The PA Pre-K Counts program expectations of working with the following can be addressed:
- a. **Early Intervention Programs and Services**—The coordination with the Infant and Toddlers and the Preschool Early Intervention (EI) programs to ensure a smooth transition for children coming into PA Pre-K Counts from the Infant and Toddler program and who may be receiving Preschool EI services.
  - b. **Child Care Works** – All participants must confirm in the partnership agreement/contract that they will work collaboratively with their CCIS regarding building enrollment and child participation verification.
  - c. **Community Engagement Groups** – PA Pre-K Counts Partnerships are strongly encouraged to

meet with the local Community Engagement Group Coordinators in order to connect with other early childhood education efforts in the community and become actively engaged in the Transitioning activities of the CEG.

- d. **“Wrap-around” Child Care services** –It is recommended that Lead and Partner Agencies work together to coordinate with programs that are providing before and after school wrap-around services in their service area for any of their enrollees.
- 5. **Monitoring, Program Reporting Requirements and Assurances** - Listing of program reporting requirements, identified in the Pennsylvania Pre-K Counts e-Grant Application – Program Assurances section and PA Pre-K Counts Guidance which must be adhered to by the Partner Agency. It is the Lead Agency’s responsibility to develop procedures for ongoing monitoring of Partners’ compliance with PA Pre-K Counts requirements. Lead Agencies and their Partners should meet a minimum of 4 times a year to review program operation and the Partnership Agreement.

The following areas should be addressed in this section:

- a. **Comply with all PA Pre-K Counts Monitoring Requirements** – Lead Agencies and their Partners should work cooperatively in preparation for monitoring and site visits by their assigned Preschool Program Specialist. Preschool Program Specialists will evaluate an individual program’s capacity to offer high quality Prekindergarten programs through PA Pre-K Counts by using the Program Review Instrument and supporting documents.
- b. **Develop and Submit a Continuous Quality Improvement Plan (CQIP)**- Each PA Pre-K Counts provider is responsible for developing and maintaining a CQIP for their program. Preschool Program Specialists are available to assist each program in creating their Continuous Quality Improvement Plans.
- c. **Assess the Early Learning Environment** - The Department has identified the Early Childhood Environment Rating Scale – Revised (ECERS-R) as the tool that will be used to assess the learning environment in PA Pre-K Counts classrooms. Partners must agree to allow all their PA Pre-K Counts lead teachers to participate in the ERS Foundations and ECERS-R workshops which will be offered through the Regional Keys. Partner programs must confirm that they will conduct a self assessment prior to the formal assessment from the ERS Assessor. All PA Pre-K Counts classrooms are expected to earn an average score of 5.50. Partner classrooms, where the averages score are lower than 5.50, are required to develop and implement an individual improvement plan for each sub-scale below 5.50.
- d. **Assess Student Progress may be accomplished through an approved child outcomes assessment tool.** - The Office of Child Development and Early Learning requires the use of an approved child outcomes assessment tool for the statewide measurement of child progress for PA Pre-K Counts. The Agreement must indicate that the partners will cooperate with this requirement, including training and timely data entry. The specific approved measurement tool must be identified in PELICAN.
- e. **Comply with Reporting Requirements** – Lead Agencies must be very specific in this section of the agreement/contract and spell out in detail the requirements relative to the submission of data required by OCDEL. The Partner and Lead Agency must work together to develop a process that clearly identifies who is collecting and verifying the data, who is submitting data

for each data requirement to the correct data depository, when the various data reports are to be submitted and how the information is finally submitted to OCDEL. Timely reporting is a critical issue and the parameters for collection and submission must be clearly understood and agreed upon by the Partner agencies.

The reporting requirements include:

- **Child assessment outcomes reporting** – Methods for how child outcomes data will be reported should be determined at the local level by Lead Agencies and Partner Agencies. This data is collected 3 times per year. PA Pre-K Counts Grantees will report child outcomes on October 13, 2017 and May 11, 2018.
  - **Enrollment reports/attendance data reports** – PELICAN System - Partners are required to submit monthly electronic enrollment/attendance reports to the Lead Agency in the required format using the PELICAN reporting system. Reports will be due by the 10th of each month, following the service month.
  - **Financial reports** – FAI System– Supporting budgetary information, including QER information, is required from the Partner(s) in order for the Lead Agency to complete mandatory, quarterly financial reporting to OCDEL. The financial information requested by the Lead Agency should be determined on the local level within the partnership with mandatory timelines for submission of data by the Partner to the Lead Agency.
  - In addition to the data requirements listed above Partner Agencies must also agree to provide the Lead Agency any data or information that is requested by OCDEL during the course of the grant.
- f. **Attend all PA Pre-K Counts Regional Meetings** – All Lead Agencies and their partner sites are required to attend PA Pre-K Counts State or Regional Meetings – Partners must agree to attend all Regional Meetings hosted by the OCDEL. Details can be found in the Pennsylvania Pre-K Counts Guidance. Required attendee is one of the Directors, Mr. Chris Bibay or Mrs. Nichol Bilbay.
- g. **Fees** – Lead Agencies and their partners must agree not to charge any fee to parents for PA Pre-K Counts services - It must be clearly stated in the agreement that families that enroll their children in a PA Pre-K Counts program may not be charged for any portion of the service.
- h. **Agree to Maintain Required Provider Status** - For the duration of the grant all Lead Agencies and their partners must agree to maintain their provider status. A Partner Agency that is a Child Care Center or Group Child Care Home the agreement should state that they must be at a STAR 3 level or higher beginning in July 2011 and maintain this STAR designation throughout the life of their program. The STAR level of all PA Pre-K Counts programs will be verified during the application. If a Partner loses its STAR designation it should contact the lead Agency immediately and work with the Preschool Program Specialist to remediate this situation.
- i. **Background Checks** – All Lead Agencies and their partner sites must abide by the legal requirements for staff background checks that regulate that type of provider. The Lead Agency and Partner Agency should identify the process to assure that all staff has appropriate background checks.
- j. **Classroom Content** – All Lead Agencies must assure that the content, activities and materials

used in the Partner's PA Pre-K Counts classroom is secular in nature.

- k. **Agree not to supplant funds** – Lead Agencies and their partners must agree not to supplant funds but to supplement public funds received from another source. Partners may not substitute PA Pre-K Counts dollars for public resources currently expended to provide pre-kindergarten that meet the standards of the PA Pre-K Counts program. It should be stated that Partners will avoid the use of PA Pre-K Counts funds in a way that replaces services that are currently being provided by Head Start grantees. The Agreement should specifically state that the Partner Agency will not displace existing high quality programs that are in place and serving children, such as Head Start.
  - l. **Appropriate Use of Funds** – Lead Agencies must assure that PA Pre-K Counts funds will only be used for the Partner's PA Pre-K Counts program and classrooms. Lead agencies should identify allowable "uses" for Partner Agencies to avoid funding disallowances.
6. **Oversight and Termination** – The lead agency facilitates partnership activities and delivery of services. Technical assistance and guidance are available through the PA Pre-K Counts Coordinator, Kenneth J. Dady, Jr., Ph.D. Failure to comply with deadlines for OCDEL mandates and amendments and misuse of funds are reasons for termination. The process for termination is as follows:
- a. Inform the PA Pre-K Counts Specialist of the situation with the partner and discuss steps to rectify.
  - b. Meet with the partner and discuss prevailing situation.
  - c. Confirm with a letter outlining the steps to correct the infractions and provide deadline to correct.
  - d. Inform PA Pre-K Counts Specialist of corrections with copy of letter sent to partner.
  - e. If partner has not made corrections within the deadline, a termination letter will be sent to the partner with a copy to the PA Pre-K Counts Specialist.
7. **Financial Reporting Requirements**—Budget and financial reporting responsibilities and expectations of the Lead Agency and Partner(s). Some critical areas are:
- a. **Pass through budgets** – Partner detailed "pass through" budget are required to be provided to OCDEL through the Lead Agency. Lead Agencies are expected to share the budget guidance document, found through links in e-Grants, which explains what is expected in each budget line. Partners are expected to sign and date their pass through budgets.
  - b. **Participation in pre-determined level of financial data reporting** - Lead Agency must determine and inform the Partner Agency as to the date and information required to complete mandatory financial reporting.
  - c. **Payment & compensation requirements- PDE endorses an advance payment process mirroring that between the Commonwealth and the Lead Agency.** However, if the Lead and Partner agree to cost reimbursement, this should include frequent payments (weekly or biweekly) so that partners receive sufficient cash flow. Factors to consider in clarifying this section of the agreement:

- Lead Agency and Partner must discuss and agree upon per child funding budgeted at the Pre-K Counts classroom level.
  - Details regarding the payment schedule for agreed upon services should be described in this section.
  - The Lead Agency retains the right to withhold payments if reports are not filed accurately and/or on time.
  - A clear understanding of the enrollment expectation and potential impact on payment must be clearly stated.
  - A clear understanding of the salary guidelines for teaching staff as presented in the PA Pre-K Counts Guidance.
- d. **Invoices/billing for services provided by partner to Lead Agency** - Invoices for services provided by partner to Lead Agency must include dates of service, invoice date, invoice amount, invoice number, reference to Partnership Agreement/Contract and number of contracted slots.
- e. **Accountability for expenditures** –The partner should agree to work with the lead agency to develop a process to account for program related expenditures. Partners are expected to maintain books, records, documents, and other evidence in sufficient detail to support all claims against the PA Pre-K Counts funding in the event of an audit. Grantees must also maintain an inventory list of equipment with a purchase price exceeding \$1,000. All documentation for the PA Pre-K Counts program must be maintained for 7 years.
8. **Areas of Potential Collaboration in Program Delivery** –Both the Lead Agency and Partner(s) should identify individual responsibilities pertaining to potential areas of collaboration. This is not an exhaustive list.
- a. **Provision of Technical Assistance by Lead Agency** - The Lead Agency and Partner Agency should work together to identify the professional development needs of all the staff members relative to the staffing qualifications required and identified in the Pennsylvania Pre-K Counts Guidance. This section would address the role of the Lead Agency, if any, in providing professional development, technical assistance and other services to the Partner.
- b. **Transportation agreements** – If there is an opportunity to better serve the needs of parents through collaborative transportation agreements between the Lead and Partner agencies they should work together to identify these arrangements and the costs, and operational responsibilities should be clearly stated in the Agreement/Contract.
- c. **Joint purchasing agreements to maximize cost savings** – Opportunities to save costs through joint purchasing arrangements should be analyzed and if appropriate clearly stated in the partnership agreement.
9. **The Partner Agency agrees to participate in activities related to the professional induction plan as related to lead teacher certification.** The Partner Agency agrees to budget for the mentor expenses related to the induction plan along with follow through on providing opportunities for the lead teacher to fully participate in the scheduled meetings.
10. **The following signatures signify an agreement to the work identified in this Partnership Agreement/contract.**

IN WITNESS WHEREOF, the parties hereto, have caused this partnership agreement/contract to be executed by their duly authorized officials:

**Jersey Shore Area School District**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Your Guardian Angel Preschool and Childcare**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



**2017-2018 Proposed payment schedule after JSASD Board approval on or about the dates listed below (again, this will change based on the passing of the state budget, and the amount paid to the program will be prorated based on days of attendance for the students):**

August 29, 2017	\$16,000.00
September 26, 2017	\$16,000.00
October 24, 2017	\$16,000.00
November 29, 2017	\$12,000.00
December 27, 2017	\$12,000.00
January 23, 2018	\$12,000.00
February 27, 2018	\$12,000.00
March 27, 2018	\$12,000.00
April 24, 2018	\$ 6,087.00
May 29, 2018	\$ 6,087.00
<u>June 26, 2018</u>	<u>\$ 6,086.00</u>
<b>Total Grant:</b>	<b>\$126,260.00</b>

Payment schedule is dependent upon Jersey Shore Area School District receipt of invoice from Your Guardian Angel Preschool and Childcare for PA Pre-K Counts program on or before the 1<sup>st</sup> of each month.

**JSASD Partnership meetings to take place at the Jersey Shore Area Administration Building or other mutually agreed upon location at 1:30 PM on the following dates, unless circumstances necessitate postponement/cancellation:**

November 7, 2017  
March 6, 2018  
May 1, 2018

**Your Guardian Angel Preschool and Childcare will bring an updated fiscal report to these meetings that will be reviewed by the lead agency.**