



Cumberland Valley School District & Cumberland Valley Education Association

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2022 - JUNE 30, 2026

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ARTICLE 1 – PREAMBLE

MADE AND ENTERED into this day of by and between:

THE CUMBERLAND VALLEY SCHOOL DISTRICT of Cumberland County, Pennsylvania,
party of the first part, hereinafter called the “Employer”

AND

THE CUMBERLAND VALLEY EDUCATION ASSOCIATION of the same place, party of the
second part, hereinafter called the “Association”.

WHEREAS, Employer is a duly constituted school district of the second class in the
Commonwealth of Pennsylvania as defined and constituted by the Act of March 10, 1949, P.L.
30, as amended, hereinafter referred to as the “Public School Code of 1949”; and

WHEREAS, Employer is a public employer within the meaning of the Act No. 195 of July 23,
1970, hereinafter known as the “Public Employe Relations Act”; and

WHEREAS, Association is the exclusive representative of the professional unit of the employees
of the Cumberland Valley School District as limited and defined in the “Joint Request For
Certification” (Pennsylvania Labor Relations Board Form No. PERA 602(a)-a(10-70) as jointly
filed with the Pennsylvania Labor Relations Board on December 4, 1970, and as certified by said
Board on December 21, 1970, in case number PERA-R-396C, and as certified by said Board on
June 6, 1989, in case number PERA-U-89-193-E, and as certified by said Board on December 21,
1999, in case number PERA-U-99-354-E, and as certified by said Board on December 3, 2008, in
case number PERA-U-08-396-E, and as certified by said Board on February 4, 2020, in case
number PERA-U-19-279-E; and

WHEREAS, Association’s bargaining unit therefore is comprised of a subdivision of the employer
unit comprised of full-time professional employees, regular part-time teachers, registered
nurses, school psychologists, home and school visitors, behavior specialists, occupational
therapists and social workers ; and excluding the district superintendent, the administrative
assistant to the superintendent, the director of elementary education, the school building
principals, the assistant school building principals, supervisors, first level supervisors, and
confidential employees as defined in the Act; and

WHEREAS, the parties have heretofore negotiated in good faith all matters raised by said
parties and have reached agreement thereon and desire to formally document their agreement

by this document which is accepted by said parties as the collective bargaining agreement within the meaning of the Public Employee Relations Act;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 2 – DEFINITIONS

2.00 The words “employee” and “teacher” as used in this agreement shall be synonymous and shall mean a professional employee within the bargaining unit. Said terms shall include both the masculine and feminine except where the context clearly indicates otherwise.

2.01 The word “superintendent” as used in this agreement shall mean the Superintendent of the Cumberland Valley School District.

ARTICLE 3 – RIGHTS OF THE ASSOCIATION

3.00 Information Request - The Employer agrees to furnish to the Association financial and personnel data necessary to assist in developing recommendations. Information which may be necessary for the Association to process any grievance or complaint shall be made available by the Employer.

3.01 Rights and Protections in Representation - Whenever any representative of the Association or any professional employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings relating to this contract, he shall suffer no loss in pay.

3.02 Use of Buildings - The Association and its representatives shall be allowed the use of school buildings for meetings. Arrangements for such meetings shall be made with the principal of the building in which the meeting is planned.

3.03 Association Communications - The Association shall be allowed reasonable use of inter-school mail facilities and school mail boxes and the E-mail system as scheduled and operated by the school. A courtesy copy of materials placed in employees’ mail boxes or sent by the Association through the E-mail system shall be distributed to the building principals.

3.04 Employee Orientation - The Association shall be allowed a place on the agenda of the Orientation Program for new teachers to explain services available through the Association within time allotted by administration. The Association shall be allowed within time allotted a place on the agenda of the first General meeting of all teachers at the opening of school. During

such presentations the Association will encourage all teachers to participate in after-school and evening activities of the School District.

3.05 Payroll Deduction of Dues - Upon the signed written request of any professional employee, the Employer agrees that the Cumberland Valley School District will make nine (9) or eighteen (18) equal deductions from the employee's pay, as elected by the employee, to be paid to the Association for the purpose of United Teaching Professional dues. The Association shall notify the Business Office of the amount to be deducted under each plan. The foregoing request shall be filed with the Business Office no later than October 20 of each school year. The deductions shall begin with the first pay in November and shall be made on nine (9) or eighteen (18) consecutive pay periods as elected by the employee. The Association shall be paid in full monies withheld each month on the last payday of each month. As to any employee who has previously authorized such dues deductions and who resigns from his or her professional position with this District before the full annual dues has been deducted, the Employer shall deduct the unpaid balance of such annual dues from the employee's final payment of wages but only to the extent that such wages are available for such deductions, and the Employer shall notify the Association of such final deduction during the month in which the final deduction occurs.

3.06 Association Leave - The Association shall be guaranteed a maximum of fourteen (14) teacher days' leave per school year. Such leave shall be used for attendance of the Association's delegates and other Association members holding Pennsylvania State Education Association (hereafter "PSEA") positions at the official meetings of the PSEA's House of Delegates. The President or designee and Secretary of the Association shall certify in writing to Employer the number and identity of the official delegates attending such meetings at least thirty (30) days prior to the meeting of said PSEA House of Delegates. In addition, the Association shall be provided, at Association cost, up to five (5) days for the President or designee to conduct Association business as requested by the Association. These five (5) days may be used in ½ day increments if so requested by the President/designee.

3.07 Health and Safety Committee - A committee (not to exceed 10 people total) shall be established to address professional employees' concerns relating to work-related health and safety issues, including without limitation concerns relating to security, personal safety, District crisis plans, air quality, physical plant issues and similar issues. Membership on the committee shall consist of an equal number of management members appointed by the Cumberland Valley School District Administration and of bargaining unit members to be appointed by the Cumberland Valley Education Association. This committee shall meet a minimum of two (2) times per year to address health and safety issues and to make policy recommendations to the Board of School Directors. More frequent meetings may be called as necessary for the purpose of addressing immediate health and safety issues in a timely manner.

ARTICLE 4 – PROFESSIONAL QUALIFICATIONS, ASSIGNMENTS AND TRANSFERS

4.00 Assignment - Teachers shall not be assigned a classroom teaching assignment outside the scope of their teaching qualifications and certification except in emergency situations.

4.01 Notice of Assignment - Teachers shall receive written notice of their proposed teaching assignment for the forthcoming year by the preceding first day of July and the daily schedule as soon as possible. In the event that changes in such assignments are proposed, all teachers affected shall be notified within five days.

4.02 Notice of Vacancy - In the event that the Superintendent is notified in writing of any supervisory or teaching vacancy or an extra-duty vacancy which will be occurring within the School District, (s)he shall notify the President of the Association and a notice shall be posted on the District's website setting forth a description of and the qualifications for such position. Such notice shall be given and posted as far in advance as possible, but in no event less than two (2) weeks before the application for such position must be submitted. During the period June 15 to July 1, the Superintendent will notify, in writing, the President of the Cumberland Valley Education Association as to the occurrence of any supervisory, teaching or extra-duty vacancy and shall not fill such vacancy for a period of two (2) weeks from such notification. During the period July 1 to August 30, the Superintendent will notify, in writing, the President of the Cumberland Valley Education Association as to the occurrence of any supervisory, teaching or extra-duty vacancy on the date such vacancy occurs. Such notification shall also be given for new supervisory, teaching or extra-duty positions created within the District.

4.03 Right to Interview - For all permanent, posted bargaining unit vacancies, all qualified bargaining unit applicants will be granted an interview. In cases of interschool transfer, teachers with seniority and the necessary qualifications will be given consideration.

4.04 Notice of Involuntary Transfer - Except where a transfer is requested by a teacher, the Employer shall notify any teacher of a proposed transfer and the reasons for such transfer. Such notification shall be given thirty (30) days in advance of the transfer except in cases of emergency. Any teacher who is permanently involuntarily transferred or reassigned will be granted, upon written request, a meeting with the Superintendent to discuss the reasons for such transfer or reassignment.

ARTICLE 5 – EMPLOYEE RIGHTS

5.00 Personnel File - Upon prior request given not less than twenty-four (24) hours in advance of review, a teacher shall have the right to review the contents of his personnel file, in the presence of a representative of the Employer. An employee shall be entitled to have a representative of the Association accompany him during such review. Such request shall be

made through the Superintendent's Office. Such review shall be made at a time mutually convenient to the employee and the Superintendent (or his designee). The Employer agrees to make copies of any material in the personnel file upon request by the employee; the cost of said copies shall be borne by the employee.

5.01 Just Cause - No employee shall be reprimanded in writing without justifiable reason.

5.02 Notice of Complaint - Any complaint as hereinafter defined as a complaint made against a teacher by any parent, student or other person shall be reported to the subject teacher in writing promptly. A "complaint" shall be an adverse criticism of a teacher communicated to any member of the administration, which is either submitted in writing, or if unwritten is of such character as to be further investigated or otherwise pursued by the administration. The subject teacher shall have the right to meet with his supervisor to discuss the complaint. The subject teacher shall have the right to be represented by the Association at any meeting concerning such complaint.

5.03 Course Content Ownership - Upon conclusion of a course or separation of service, employees shall have the discretion to determine if audio or video of their instruction is to be retained for future use or not. The District shall not have the right to continue to use audio or video of a teacher's instruction after the completion of a course without the continued employment of the teacher as the instructor of the course in future years.

A. Employees who are compensated via a supplemental contract to develop online lessons or content are not subject to this provision.

5.04 Security of Course Content - For all content on the District's Learning Management Systems, the District shall take all measures possible to secure the instructor's lessons to prevent them from being downloadable or otherwise stored or reused without the instructor's permission.

5.05 Parent Conferences - It shall be permissible for parent conferences to be held virtually, or in-person, unless the parent specifically requests an in-person conference.

ARTICLE 6 – SENIORITY

6.00 Definition - Seniority shall be defined as continuous length of time as a temporary professional employee or professional employee in the District as that term is defined under the Public School Code of 1949, as amended.

6.01 Seniority shall not accrue for time served as a long term substitute or as a day to day substitute.

6.02 Part-time employees shall accrue seniority on a pro rata basis.

6.03 The school district will create and maintain a seniority list for all bargaining unit employees. Such list shall include the employee's first working day as a temporary professional employee or professional employee, length of employment, and the employee's areas of professional certification. This list shall be posted once each year with notice to the bargaining unit members and the Association. Any concerns regarding placement on the seniority list must be raised within two (2) weeks of the posting date; otherwise the list will be presumed to be accurate, and no modifications will be made thereto until the next posting. Concerns expressed during the posting period which remain unresolved are subject to the grievance procedure.

6.04 Whenever two (2) employees have the same "first working day" so that their seniority would commence at the same time, their order of seniority shall be determined by lot. Once the determination is made by lot such determination shall establish their position for seniority purposes for the balance of their employment. Tenured employees shall be considered more senior to non-tenured employees having identical seniority as defined by this Agreement.

6.05 Seniority shall be determined on the basis of the school year or the number of days worked if less than one school year. An employee who worked more than the normal school year shall not be credited with any more seniority than an employee who works the normal school year.

6.06 During the first week of January 2012, the District shall post a preliminary seniority list. Employees shall have 2 months from that posting date to review and correct any inaccuracies. After that time, the list shall be considered final, absent extenuating circumstances. Thereafter, the annual posting of the list shall be by the second week of November.

6.07 An employee whose service is involuntarily interrupted or interrupted by an approved leave of absence shall continue to accrue seniority during such interruption for the purpose of computing seniority for suspension and recall purposes.

ARTICLE 7 – EMPLOYEE EVALUATION

7.00 All bargaining unit members shall be subject to evaluation pursuant to current state regulations or any amendments thereto.

7.01 A pre-observation meeting for the formal observation will be held with the evaluator and the educator. This pre-observation meeting shall occur with at least a 5 teacher-work day notice to provide said educator time to produce and gather artifacts for the pre-observation. Before the conclusion of said meeting, a formal observation date shall be set.

7.02 A post-observation meeting shall occur no later than 15 teacher-work days following the formal observation.

7.03 Any employees evaluated by a formal observation shall be given a personal copy and/or access of the formal observation evaluation report prepared by the evaluator. No such report shall be placed in the employee's file or otherwise acted upon without first holding the post-observation meeting and, if appropriate under the circumstances, offering suggestions for improvement in the employee's work performance.

7.04 No employee shall be required to sign an incomplete evaluation form. No formal observations will take place the first 5 student days or the last 5 student days of school. These observations shall also not occur the day before or the day after a holiday unless:

- A. an informal observation by an administrator leads to concerns that warrant a formal observation during these stated precluded times;
- B. at the invitation of the teacher.

7.05 Employees shall be trained on the new evaluation system. Employees shall be rated only by persons authorized by applicable law to do so.

7.06 Informal and/or walk-through observations may occur at any time.

7.07 No audio or visual recording will be used to evaluate employees. Instructors of online or virtual instruction shall only be evaluated by administrators from the District.

7.08 Specifically relevant for CVVA employees:

- A. Any employee who spends less than 66% of their student instructional time in an online or virtual schedule shall have the observation portion of their evaluation completed in a traditional setting.
- B. Any employee who spends more than 66% of their student instructional time in an online or virtual schedule shall be evaluated using an evaluation in an online/virtual setting using the District's evaluation rubric. That evaluation shall be considered the employees annual PDE rating system for classroom performance.

7.09 The Professional Education Committee (PEC) shall be established and composed of members selected by CVEA leadership (bargaining unit members) and representatives selected by the district superintendent.

- A. Procedures and guidelines for implementation of mandates shall be reviewed by the PEC and shared with the leadership of CVEA.
- B. The PEC will discuss Student Learning Objectives annually as part of professional development.

ARTICLE 8 – TEACHING DAYS AND HOURS

8.00 Hours - Each teacher is required to be in the building or buildings to which he is assigned not more than a total of eight (8) hours per day.

8.01 Services Outside the School Day - The Employer may engage the services of individual professional employees outside the contract day or between regular school terms to voluntarily participate in educational concern of the Cumberland Valley School District, including in-service and/or professional development type programs, curriculum rewrites, and curriculum development procedures. Employees shall be entitled to compensation for such service at the rate of forty-five dollars (\$45.00) per hour of service.

8.02 Extended Contracts - For all employees who work an extended contract (for example: School Counselors, Occupational Therapists, Behavioral Specialists, Physical Therapists, Nurses (certified and registered), Psychologists and Department Chairs) such extended contracts shall continue to be paid at the employee's per diem rate.

8.03 Work Year - The instructional calendar shall include 191 Employee contracted days, up to 183 of which may be student days. The additional eight (8) days shall be seven (7) hour workdays. As part of these days:

- A. The day before the student school year begins shall be a day during which employees will be permitted to engage in self-directed work relative to room and records preparation.
- B. The day immediately following the last student day shall be a day during which employees will be permitted to engage in self-directed work to finalize their responsibilities for the year.
 - i. Either or both of these days may be worked via trade time at any time prior to the scheduled days, at the election of the employee.
- C. All other days shall be defined via the trade day schedule which shall be provided annually to staff no later than the Memorial Day holiday.

8.04 Elementary Cafeteria Supervision - All elementary teachers will be free of all cafeteria supervision. Upon request to the building principal, any teacher is free to perform cafeteria supervision.

8.05 Employee Lunch - Employee lunches should be scheduled during the student lunch periods but in no case shall be scheduled thirty (30) minutes prior to or thirty (30) minutes after the student lunch periods. Such scheduling ensures employee access to purchase a school lunch, if desired.

8.06 Leaving the Building - An employee may leave his school building during his regularly scheduled lunch period with the consent of the building principal or his designee.

8.07 Planning Time - Professional employees shall be scheduled for a minimum of 200 minutes per week of planning time during the student day. Planning time shall be scheduled in blocks of not less than thirty (30) minutes. In the elementary schools, planning time shall be scheduled on a minimum of four (4) days out of five (5) days during a week.

8.08 Intra-Staff Substitution Honorarium - A full-time teacher required to substitute for another teacher during the former's preparation period shall receive an hourly honorarium prorated over the amount of actual time of substitution at the rate of forty-five dollars (\$45.00) per hour.

- A. The foregoing provision for payment of honorarium shall not apply to substitutions occasioned by District curriculum development meetings provided that such meetings shall not exceed a frequency of one (1) substitution per month per individual teacher; any curriculum meetings in excess of the foregoing shall be held with the consents of the subject teacher, the substituting teacher and the Employer.

ARTICLE 9 – LEAVES

9.00 Sick Leave - Sick leave shall be accrued at the rate of ten (10) days per school year. Any unused portion of the previously mentioned ten (10) days absence period of accrued sick leave shall be cumulative from year to year in the school district of current employment or its predecessors without limitation. All or any part of such accumulated unused leave may be taken with full pay in any one or more school years.

9.01 Family Sick Leave - Any employee may use if available, any number of their accumulated sick days annually to assist his/her immediate family members (as defined per the definition of immediate family in Section 9.08 A) when they are ill. The employee must so indicate family illness when reporting off for this reason.

9.02 Unpaid Leave of Absence - A professional employee who is unable to perform his duties because of illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one calendar year, and upon written request the leave may be renewed at the discretion of the Employer. Upon return to the classroom the employee shall be entitled to a position similar to the one (s)he left.

9.03 Post-Birth/Post-Adoption Leave - Any employee who adopts a child or whose spouse/partner gives birth to a child during the teacher contracted year or the three (3) weeks

prior to the start of the teacher contract year, shall be permitted to utilize up to five (5) days of accumulated sick leave immediately following the birth or arrival of the adoptive child.

9.04 Childrearing Leave - A professional employee shall be entitled to childrearing leave without pay for a period not exceeding one (1) year from the date of the child's birth or acceptance of an adoptive child. The employee's one (1) year of childrearing leave entitlement shall be inclusive of any amount of paid sick or other leave taken during the relevant one-year period following the birth or adoption of the child. The employee shall request such leave in writing to the Superintendent not less than sixty (60) days in advance of the effective date of the leave of absence. The employee's position or one equivalent to it shall be held open during the period of childrearing leave. The employee must confirm in writing the employee's intention to resume employment by giving at least sixty (60) days' notice prior to the employee's scheduled return. If the employee fails to give such notice, the employee shall be deemed to have waived the right to resume employment and the employee's status as Employee shall be terminated. In the event a childrearing leave is to end near the end of a school term, the School District shall consider an employee's request to return. Consistent with the Special Rules for Instructional Employees set forth in Family and Medical Leave Act of 1990, ("FMLA") as amended, and its implementing regulations at 29 C.F.R. 825.602 the District shall have the right to require the employee to remain on leave until the end of the school term. During childrearing leave, the Employee shall retain the employee's unused sick leave, shall retain the employee's credits toward sabbatical leave, and shall retain credit for past service on the employee's rating card.

- A. Upon return to employment following a childrearing leave, the employee will advance on the salary schedule in the same manner as other bargaining unit members, provided the employee was employed at least half of the contracted days during the school year prior to commencement of childrearing leave.
- B. An employee who has completed a minimum of five (5) years of service in the Cumberland Valley School District shall be entitled to the medical and hospitalization insurance coverage as provided in Article 13 hereinbelow while the employee is on such childrearing leave of absence.
- C. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be considered to be temporary disabilities. When documented by appropriate medical report, the professional employee shall be entitled to sick leave pursuant to the Public School Code of 1949, as amended.
- D. To the extent that any part of the foregoing childrearing leave is at variance with the lawfully promulgated Rules and Regulations of the Pennsylvania Human Relations Commission the same shall not be enforced but shall be interpreted and enforced in compliance with such Rules and Regulations, as the same may be adopted from time to time. Childrearing leave shall be equally available to natural and adoptive parents of an infant child.

9.05 Personal Leave - During each school year within the term of this Agreement, each full-time professional employee is entitled to three (3) personal leave days with pay each year cumulative to a maximum of six (6) days. Personal and professional leave shall not be used during the first five (5) and last five (5) days of the student school year except at the sole discretion of the Superintendent on a case-by-case basis. Prior notification of intention to use said personal leave days shall be submitted in writing so that proper records can be maintained. An employee who has accumulated a maximum of six (6) personal leave days at the end of any school year shall automatically have a maximum of three (3) such personal leave days transferred and added to his or her sick leave as additional sick leave days.

9.06 Professional Leave - Requests for attendance at professional meetings shall be submitted to the Superintendent for approval. This determination shall be made after consultation with the building principal, department supervisor and outline of the benefits that will accrue to the Cumberland Valley School District by such visitation.

9.07 Jury/Witness Leave

- A. Notice: A member of the bargaining unit who is summoned for jury duty, to give testimony on behalf of the school district, or to testify in cases related to their employment shall make a request for a leave of absence within a reasonable period of time after receipt of notice of such service. Such leave shall be granted with pay upon proper application and receipt of applicable documentation.
- B. Compensation: A member granted leave for jury duty, to give testimony on behalf of the school district or to testify in cases related to their employment, shall be paid his/her regular salary or per diem less the amount earned as a juror. Prior to receipt of payment the employee shall be required to present a statement issued and signed by the Clerk of Court stating the number of days the employee was on jury duty or giving testimony and the compensation paid.

9.08 Bereavement Leave

- A. Immediate Family: An employee shall be entitled to five (5) school days of leave of absence with pay because of the death of a member of the immediate family of such employee. An employee desiring such leave shall request the same through the Superintendent or his designee. The term "member of immediate family" is defined to include the employee's father, mother, brother, sister, son, daughter, spouse, grandchild, (inclusive of step/in-law of each familial relation) or any person with whom said employee has made his home at the time of said death.
- B. Near Relative: An employee shall be entitled to three (3) school days of leave of absence with pay because of the death of a near relative of such employee. An employee desiring such leave shall request the same through the Superintendent or his designee. The term "near relative" is defined to include the employee's grandparent (inclusive of step/in-law).

- C. Other Relative: An employee shall be entitled to one (1) day leave of absence with pay on the day of the funeral because of the death of the employee's first cousin, aunt, uncle, niece or nephew. An employee desiring such leave shall request the same through the Superintendent or his/her designee.
- D. Extended Travel: In the event that an employee is entitled to bereavement leave under Subsections B or C above, and providing that this leave is because of the death of a relative of the employee described in Subsections B or C, and providing that extended travel of 400 miles or more round trip is necessary, and providing such leave shall be requested in advance, the employee shall be entitled to one (1) additional consecutive day of absence with pay.

9.09 Sabbatical Leave - Sabbatical leave of absence and a leave of absence for professional development shall be granted as provided in the Public School Code of 1949, as amended, subject to the following additional limitations:

- A. Leave for the purpose of professional development shall be granted for either (1) one-half school term at seventy-five per centum (75%) of full pay or (2) two [2] one-half school terms at one-half pay, at the option of the employee.
- B. Course work taken during the one-half school term leave of absence for professional development will be scheduled over a minimum time period of twelve (12) weeks.
- C. PLS (Performance Learning Systems) courses shall not qualify as meeting the leave of absence for professional development credit requirements.
- D. After an employee completes a one-half school term leave of absence for professional development at the rate of pay as provided above, the employee will be eligible to be considered for another one-half school term leave of absence for professional development at the same rate of pay after the completion of ten (10) additional years of service following the leave.

9.10 Family and Medical Leave (FMLA) - The parties agree to comply with the requirements of the Family and Medical Leave Act (FMLA) and the terms of this collective bargaining agreement.

- A. A year, as defined for purposes of FMLA, shall be the rolling 12-month period from the date the leave commenced for said employee.
- B. Each employee shall determine if s/he will utilize available sick or personal leave (depending upon eligibility) concurrently or consecutively with FMLA leave time.
- C. During unpaid FMLA, an employee shall be required to pay their normal employee premium share of the medical benefits.

ARTICLE 10 – EMPLOYEE WAGES

10.00 Increases - The parties agree that the annual salaries to be affected by this agreement for the years commencing July 1, 2022; July 1, 2023; July 1, 2024; and July 1, 2025; are set forth in a certain set of Salary Schedules marked Appendix “A” attached hereto and made a part hereof. In the 2022-2023 school year, employees will not advance a step on the salary schedule (as indicated in the step placement chart also found in Appendix “A”). Step movement will occur in all other years.

2022-2023 - 4.00%

2023-2024 - 4.00%

2024-2025 - 4.00%

2025-2026 - 4.00%

10.01 Extended Year for New Hires - The teacher’s annual salary is based upon the regular school year of 191 days. Each new teacher may be required to work up to five (5) additional days during the employee’s first year of employment by the employer and may be required to work up to five (5) additional days during the employee’s second year of employment by the employer. Employees required to work these days under this provision will be compensated at their per diem rate for each additional day worked.

10.02 Column Movement - Upon receiving an advanced degree or sufficient credits to warrant a salary adjustment under the Salary Schedule herein, an employee shall begin to receive the appropriate salary adjustment within three (3) weeks after the filing of the required documentation of such advanced degree or credits with the Employer.

10.03 Payment Options - Annual salaries shall be paid to employees from September through August in twenty-six (26) bi-weekly installments; however, an employee shall have the option to receive all monies due him for the months of June, July and August in a lump-sum at the close of the school year in June. Before the beginning of the school year, employees must make an irrevocable election regarding whether to be paid over twenty-six 26 bi-weekly pays or to receive their summer pay in the form of a lump sum payment. This decision is irrevocable for any particular school year and may not be changed or withdrawn after the beginning of the school year. Notice of a change must be made prior to the beginning of any school year. This section shall be administered in accordance with current regulations under Section 409A of the Internal Revenue Code.

10.04 Registered Nurses - Registered nurses will be placed on the salary schedule and will be compensated as set forth in the Salary Schedules marked Appendix “A” attached hereto and made a part hereof. Beginning in the 2022-2023 school year, the RN column shall be valued at

95% of the Bachelor's column. Each employee will be given credit for years of experience to determine placement on the salary schedule.

10.05 Direct Deposit - Direct deposit of payroll at a bank or financial institution designated by the employee will be mandatory for all employees unless they can provide written documentation from a financial institution of their inability to secure banking services. Employees who have direct deposit will be required to obtain a copy of their pay stub via the e-pay stub website. Employees shall be permitted to access the e-pay web site and print copies of such information using District equipment.

10.06 National Certifications - Bargaining unit members who attain:

- "National Board Certification" status, as defined by the National Board for Professional Teaching Standards
- National Board of Certified Counselors (NBCC)
- National Board for Certification of School Nurses (NBCSN)
- National Certified School Psychologists (NCSP)
- Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP)
- Licensed Clinical Social Worker Certification (LCSW)
- Occupational Therapy Professional Credentials (OTR/L)
- Board Certified Behavior Analyst (BCBA)

shall be reimbursed in the year such status is first awarded a maximum of twenty-three hundred dollars (\$2,300.00) for expenses incurred in the process of receiving this certification. In each subsequent year, bargaining unit members who earn and maintain such certification shall receive a salary stipend of two thousand dollars (\$2,000.00) each year in addition to their salary as set forth on the salary schedule attached as Appendix "A". The two thousand dollars (\$2,000.00) annual stipend shall not compound with the annual base salary increases but will be considered part of salary for retirement contributions and withholdings.

10.07 Right to Make Discretionary Awards - The Employer shall not be prohibited from offering to any employee an award as recognition of performance or extra effort, provided that such award satisfies all federal and state requirements, if any, and that said award be at the sole discretion of the Employer.

10.08 Longevity Increments - Employer agrees to pay to each employee who has been credited with completion of not less than five (5) years of service as of July 1, 2022, as additional salary a longevity increment based upon the schedule attached hereto marked Appendix "B" and incorporated herein by reference thereto.

- A. Year of Service: The term "year of service" shall be construed to mean the duration of employment in the Cumberland Valley School District as a professional employee.

- B. Longevity Increment: The term “longevity increment” shall be construed to mean the amount of money shown in Appendix “B” to be paid in each respective and designated year of the effective life of this agreement determined by the number of years of service completed by an employee as of June 30 of the year preceding the year of increment. Such increment shall not be deemed to increase or modify the salaries as provided in Appendix “A”, nor shall said increments be cumulative. It is intended that the increment is a one-time annual element of wages which shall terminate upon each annual payment thereof.

ARTICLE 11 – ADDITIONAL COMPENSATION

11.00 Induction Program Mentor Compensation - A teacher designated and employed in the capacity of Mentor in the District’s Induction Program as filed with the Pennsylvania Department of Education shall be entitled to compensation for such service at the rate of forty-five dollars (\$45.00) per hour of service.

- A. Hour Maximum: The maximum hours of service shall be limited to thirty (30) hours per semester, or fifty-five (55) hours per school year, whichever is less.
- B. Payment Schedule: The compensation earned in said Induction Program shall be paid at the end of the semester in which the services were rendered.

11.01 Homebound Instruction Program - A teacher employed in the homebound instruction program shall be paid for actual instruction time at the rate of forty-five dollars (\$45.00) per hour.

11.02 Individualized Education Program Development Compensation (IEP/GIEP) - If a special education teacher or a gifted support teacher participates in such IEP/GIEP program beyond his or her regular work day, the teacher shall be entitled to a maximum of twelve-hundred dollars (\$1,200) per school year (regardless of the number of hours of participation) payable no later than the last payment of salary for the school year in which earned, provided all special education documents have been completed in accordance with all Chapter 14/Chapter 16 requirements and procedural timelines.

- A. Definition: The term “employee” as used in this Section 11.02 shall mean and be limited to special education teachers and gifted support education teachers.
- B. Volunteer: An employee’s participation in conceiving, developing, drafting and administering individualized education programs (IEPs/GIEPs) beyond the employee’s regular work day shall be voluntary.
- C. Proration Due to Leave: A special education or gifted support teacher who is approved by the School Board for a medical or childrearing leave shall receive a prorated IEP or GIEP payment to reflect the percentage of IEPs/GIEPs written by the teacher in the contracted teacher school year based upon the teacher’s caseload.

11.03 Mileage Allowance - An employee who operated his private automobile in the performance of his professional duties or on official business of the District and provided such business and the approximate anticipated mileage shall be approved by the employee's principal, shall be reimbursed a mileage allowance at the rate per actual mile as published by Internal Revenue Service as the allowed standard flat rate for personal income tax deduction purposes. In the event that Internal Revenue Service discontinues such publication, or the allowed standard flat rate deduction is terminated, the rate shall be the last rate allowed by the IRS.

ARTICLE 12 – COMPENSATION UPON SEPARATION OF SERVICE

12.00 Death - In the event of death of a full-time employee, a payment shall be made to his or her estate in an amount computed by multiplying the number of such deceased employee's unused accumulated sick leave days (not to exceed 130 days) by the per diem rate paid to substitute teachers (whether substitutes are employed by Cumberland Valley School District or contracted through a vendor) at the time of said employee's death.

12.01 Notice Requirements - In order to qualify for any benefits denoted in 12.01, the employee must give not less than sixty (60) days written notice of his/her retirement or voluntary termination. An employee shall have thirty (30) days from the date the written notice was submitted, to advise the Board, in writing, of his/her intention to rescind his/her retirement or voluntary termination. The Board shall accept an employee's rescission of his/her retirement or voluntary termination so long as the employee complied with the conditions set forth above. The Superintendent, in his/her sole discretion, and on a non-precedential basis, can waive the sixty (60) day written notification requirement above and deem an employee qualified for benefits under Subsections A or B.

- A. Retirement: Upon retirement, a full-time employee having served the Cumberland Valley School District for a period of at least ten (10) years shall be entitled to additional compensation computed by multiplying two-third of the number of such employee's unused accumulated sick leave days (but not to exceed 200 days) by the per diem rate of one hundred twenty-five dollars (\$125.00).
- B. Separation of Service: In the event that any employee with at least ten (10) years employment with the Cumberland Valley School District terminates his or her employment for any other reason, such employee shall be entitled to additional compensation in the form of a single cash payment computed by multiplying one-third of the number of such employee's unused accumulated sick leave and personal leave days (not to exceed 130 days) by one hundred dollars (\$100.00).

12.02 Early Retirement Incentive - A full-time professional employee shall be eligible to participate in the voluntary early retirement incentive plan (ERIP) and to receive the benefit provided by the plan if the following eligibility criteria are met:

- A. Definition: Retirement shall be defined as the withdrawal from active service on a superannuation or early retirement basis and the drawing of an annuity from PSERS. The term retirement, for purposes of this resolution, shall not include disability retirement.
- B. Service Time: The applicant must, at a minimum, have fifteen (15) years of service in Cumberland Valley School District and either be superannuated under the Public School Employees Retirement System or have thirty (30) years of service with the Public School Employees Retirement System.
- C. Notice: In any year, the applicant who plans to retire at the end of the contracted school year shall deliver to the District a letter of retirement no later than February 15. For mid-year retirements, the notice shall be the equivalent between February 15 and the last contracted day of the school year in which s/he plans to retire. While this plan contains specific requirements and deadlines, the Superintendent, with the concurrence of the Board, may waive strict enforcement of the notification requirement on a case-by-case basis in the interest of the District without creating a precedent or establishing a practice governing any future case. The Superintendent shall not have the authority, however, to waive the termination date of the plan as set forth in Subsection E, below.
- D. Payment: The benefit under this plan will be an incentive cash payment in the total amount of fifteen thousand dollars (\$15,000) payable in the month of June of the year of retirement. If the retiree dies prior to receiving the amount payable under this provision, the remaining amount will be paid to his/her estate.
- E. Sunset: It is understood and agreed that this retirement incentive shall expire and become null and void June 28, 2026.

12.03 Payment to 403(b) - All payments to eligible employees under Article 12 shall be made as a non-elective Employer contribution into a 403(b) or other appropriate tax-sheltered account in lieu of cash payments.

ARTICLE 13 – INSURANCE

13.00 Medical - Each full-time employee shall have the privilege of medical coverage and the ability to elect coverage for his/her spouse and children. Medical insurance coverage as provided by an insurer or insurers selected by the Employer, shall be equivalent in benefits and similar in billing processes as provided under the group programs as defined in the prior Agreement between the Cumberland Valley Education Association and the Cumberland Valley School District. In addition to the Employer's obligation to pay the premium cost of the coverage attributable to the individual employee, the Employer shall pay the premium cost

attributable to such family-dependent coverage subject to employee contributions as set forth herein.

- A. PPO: The Employer will offer a PPO with a Health Reimbursement Account (HRA) Hospitalization and Medical insurance program and provide a pharmacy benefit as described below by an insurer or insurers selected by the Employer. The PPO with a HRA shall include an in-network deductible of \$1,000/\$2,000. The employee shall only be responsible for the first \$500/\$1,000 of the deductible. After that responsibility has been met, the District shall pay the remaining deductible expense via the HRA. Doctor visit and specialist visit copays shall be \$15, urgent care copays shall be \$35 and emergency room copays shall be \$100 (waived if admitted).

Pharmacy benefit will be as described below:

All prescription drugs shall require a mandatory soft generic, quantity level limits, prior authorization action, step therapy and have no deductible.

Retail costs for a 30-day supply shall be:

\$5 - generic

\$20 - brand formulary

\$30 - brand non-formulary

Mail order costs for a 90-day supply shall be:

\$10 - generic

\$30 - brand formulary

\$45 - brand non-formulary

See Appendix "G" for additional detail regarding the PPO plan design.

Beginning January 1, 2023, the employee contribution rate for the PPO-HRA Plan toward the cost of the Employer's premium cost to include participation in a district wellness plan shall be as follows:

Standard PPO-HRA Plan:

	Wellness Plan Participant	Non-Wellness Plan Participant
January 1 thru December 31, 2023	14.00%	18.00%
January 1 thru December 31, 2024	14.50%	18.50%
January 1 thru December 31, 2025	15.00%	19.00%
January 1 thru December 31, 2026	15.50%	19.50%

- B. QHDHP: Effective January 1, 2023, the Employer will offer a Qualified High Deductible Health Plan (QHDHP) with a Health Savings Account (HSA) Hospitalization and Medical insurance program and provide a pharmacy benefit as described below by an insurer or insurers selected by the Employer.

The QHDHP-HSA shall include an in-network deductible of \$2,000/\$4,000.

The District will fund this plan in the amount per the following:

- i. Plan year 2023 of \$1,500/\$3,000. Expenses above that amount will be borne by the employee. Employer funding will be paid in full no later than the third Friday in January 2023.
- ii. Plan year 2024 of \$1,350/\$2,700. Expenses above that amount will be borne by the employee. Employer funding will be paid in full no later than the third Friday in January 2024.
- iii. Plan year 2025 of \$1,250/\$2,500. Expenses above that amount will be borne by the employee. Employer funding will be paid in full no later than the third Friday in January 2025.
- iv. Plan year 2026 of \$1,250/\$2,500. Expenses above that amount will be borne by the employee. Employer funding will be paid in full no later than the third Friday in January 2026.

See Appendix “G” for additional detail regarding the QHDHP plan design.

Beginning January 1, 2023, the employee contribution rate for the QHDHP-HSA Plan toward the cost of the Employer’s premium cost to include participation in a district wellness plan shall be as follows:

QHDHP-HSA Plan:

	Wellness Plan Participant	Non-Wellness Plan Participant
January 1 thru December 31, 2023	9.00%	13.00%
January 1 thru December 31, 2024	10.00%	14.00%
January 1 thru December 31, 2025	11.00%	15.00%
January 1 thru December 31, 2026	12.00%	16.00%

13.01 Election of Benefit Plans - Employees hired after January 1, 2023, shall be provided the QHDHP-HSA plan. Employee hired prior to January 1, 2023, may elect, during open enrollment on an annual basis, between the PPO-HRA plan and the QHDHP-HSA plan.

13.02 Section 125 Plan - The Employer will implement an IRS Section 125 Plan to allow the applicable employee participation payment to be deemed a pre-tax deduction. As a result of changes to regulations governing Section 125 unreimbursed medical FSA plans under the Internal Revenue Code, the plan document will be modified to permit \$500 of unused health FSA amounts remaining at the end of a plan year to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year. All employees who are enrolled in the QHDHP-HSA Health Plan will be eligible to participate in a Limited Purpose Section 125 Plan for dental and vision reimbursement and dependent care reimbursement plans.

13.03 Wellness - Employees are strongly encouraged to participate in the District's wellness plan. If an employee does not participate in the wellness plan, s/he will be required to pay the above listed higher premium amount during the following year. If at any time a non-participating employee and spouse begins to participate and meets the requirements for that year, s/he shall pay the premium rate for the following year as a wellness plan participant. In the years in which the employee and his/her spouse are both required to participate, both must participate in the requirements of the wellness program in order to not be penalized by the higher premium contribution. The requirements of the wellness plans shall be:

Employees and spouses covered by the insurance plan are required to complete one primary care physician visit (annual physical) per year. Both the employee and covered spouses must also certify preventative care compliance (a. PSA (men only), b. colonoscopy, c. pap smear (women only), d. mammogram (women only) e. dental visits f. vision exams). Employees who are ineligible for a, b, c or d may meet the wellness requirement for preventative exams by completing e or f. In addition, both employee and covered spouse must sign a tobacco affidavit certifying tobacco user/non-tobacco user. If the employee and/or spouse are a user of tobacco, s/he must successfully complete a tobacco cessation program.

13.04 Opt-Out Payment - Employees can opt to discontinue coverage and receive 30% of the annual premium savings. Those opting out must present proof of alternate coverage to the District. Those who opt out will receive the buyout amount in two (2) checks (December, June). Those employees may rejoin if necessary with proof of a qualifying event resulting with the loss of alternate coverage. There shall be no entitlement to a further buyout if the employee rejoins the District's coverage. Couples who are currently receiving the buy-out for dual health care coverage will be grandfathered and shall continue to receive the buy-out per the 2004-2007 collective bargaining agreement. Couples hired (or who become married) and moving forward, shall not be eligible to receive the opt-out payment hereafter.

13.05 Spousal Exclusion - The spouses of employees newly hired by the District after January 1, 2014, will have limited access to medical benefits. For such new employees, the District will not provide medical coverage for spouses who work for and are entitled to receive benefits from any of the following entities:

- a. Federal Government
- b. Commonwealth of Pennsylvania
- c. County and Local Government
- d. Public School Districts, charter, and cyber schools.

If a newly hired employee's spouse is employed but not benefit eligible, they must provide confirmation from the spouse's employer.

13.06 Vision Insurance - The Employer shall pay the entire premium cost attributable to each employee for vision care insurance through an insurer or insurers, as selected by the Employer. A copy of the vision insurance benefit grid is attached hereto in Appendix "G" and thereby made a part of this contract.

Each employee shall have the privilege of electing to have family-dependent coverage for his spouse and children under the vision care insurance provisions mentioned above as the same is available through said insurer or insurers. In addition to the Employer's obligation to pay the premium cost for the coverage attributable to the individual employee, the Employer shall pay the premium cost attributable to such family-dependent coverage.

13.07 Dental Insurance - The Employer shall pay the entire premium cost attributable to each employee for dental care insurance through an insurer or insurers, as selected by the Employer. A copy of the dental insurance benefit grid is attached hereto in Appendix "G" and thereby made a part of this contract.

Each employee shall have the privilege of electing to have family-dependent coverage for his spouse and children under the dental insurance provisions mentioned above as the same is available through said insurer or insurers. In addition to the Employer's obligation to pay the premium cost for the coverage attributable to the individual employee, the Employer shall pay the premium cost attributable to such family-dependent coverage.

13.08 Group Life Insurance - The Employer shall pay the premium cost of individual life insurance coverage for each eligible employee as determined by the insurance company under a group life insurance program selected by the Employer whereby each such employee shall be entitled to death benefits in an amount of one-hundred thousand (\$100,000) dollars.

ARTICLE 14 – QUALIFIED EXTRA-CREDIT REIMBURSEMENT

14.00 The Employer agrees to reimburse employees for actual tuition expense incurred by the employee for graduate educational courses on the terms and within the following limitations.

14.01 Eligible Courses

- A. Employees wishing to be reimbursed for courses and credits must obtain approval from the Superintendent in advance of the start of the course and must meet at least one of the following requirements:
 - college or university credits related to the employee's field of certification or assignment taken for graduate credit,
 - credits earned in a higher degree or certification program acceptable to the Pennsylvania Department of Education,
 - additional credits needed beyond courses for permanent certification to obtain a Master's degree
 - courses meeting the criteria for approval under Section 14.04 of this article.
- B. Continuing Professional Education (CPE) courses do not qualify for reimbursement under this agreement and will not be accepted for column advancement on the salary schedule. Reimbursement for CPE credits or units will be addressed in the District's Professional Education Plan and is contingent upon available funding, as determined by the Employer.
- C. Credits offered by organizations partnering with colleges or universities will not be approved for reimbursement if the criteria for the courses being graduate level is based solely upon the employee paying additional money to receive such transcript.

14.02 Preapproval

- A. Responsibility for course and credit pre-approval as well as submitting to the Superintendent necessary documentation for course and credit completion rests with the employee.
- B. An employee newly employed by the Cumberland Valley School District must commence the course for which s/he seeks reimbursement subsequent to beginning his/her actual classroom teaching services.
- C. The Superintendent shall have the discretion, on a case-by-case basis, to waive the requirement for course approval to occur prior to the start of the course. Employees must resubmit and obtain the Superintendent's approval in cases where preapproved courses and credits are changed by college or university officials prior to the completion of the course.

14.03 Guidelines

- A. The employee must have academic credentials of at least a Bachelor's Degree.
- B. The course must be completed successfully with an earned grade of at least a "B."
- C. No reimbursement will be paid for credits earned in excess of four (4) credits per semester or trimester during any one academic year of this School District; except, however, if any one course exceeds the foregoing four (4) credits by reason of college or university requirements, in that additional credits are required as a

condition of enrollment in order to remain matriculated in program, reimbursement will be allowed to a maximum of six (6) credits per semester. The employee shall have the responsibility of establishing the basis for the foregoing exception.

- D. All employees hired after June 28, 2018, will be subject to an 84-credit cap during the lifetime of their employment with Cumberland Valley School District.

14.04 Reimbursement

- A. Reimbursement for the actual tuition cost shall be paid to the employee subject to the following limitations:
- i. The maximum per credit reimbursement for each credit within a Master's Degree program, other approved advanced degree program or accredited college or university credits in an employee's field of certification and assignment completed with a grade of "A" or "B" or "PASS" where PASS-FAIL is mandatory, shall be ninety percent (90%) of the amount charged per credit by Penn State University at the time the course was taken.
 - ii. The maximum reimbursement for courses that are not within a Master's Degree program, or other approved advanced degree program or certification program, or "PASS" where PASS/FAIL is optional shall be seventy percent (70%) of the amount charged per credit by Penn State University at the time the course was taken.
 - iii. The employee shall only be entitled to reimbursement once per year for any three-credit course of instruction being one (1) week or less in duration.
 - iv. The employee shall not receive reimbursement for any correspondence, audio tape, and/or video tape courses, except as follows:
 - The restrictions on correspondence, audio tape and/or video tape courses do not apply if the courses are offered as part of a Master's degree program or other approved advanced degree program in which the employee is enrolled.
- B. Payment of reimbursement will be made only upon receipt by the Employer of the employee's grade record. The reimbursement will be paid only during the months of August, October, January or June following the presentation of the employee's grade record.
- C. Reimbursements made hereunder shall not become a part of the employee's salary.

14.05 Repayment upon Separation - The employee must remain employed by the District for a minimum period of two (2) years following completion of the course.

- A. Employees who do not remain employed shall be subject to the following:
- i. Leaving within one (1) year of completion of the course(s), employees shall repay 100% of tuition reimbursement received.
 - ii. Leaving with in two (2) years of completion of the course(s), employees shall repay 50% of tuition reimbursement received.

- B. Exclusions for Retirement: Employees leaving the employment of the District for purposes of retirement, disability, suspension, or termination by the Employer are excluded from this requirement.

ARTICLE 15 – PRORATION OF BENEFITS FOR PART-TIME EMPLOYEES

15.00 The foregoing provisions of this agreement have been drafted for application to full-time employees. However, since the bargaining unit now contains part-time employees, it is agreed that all employee benefits herein otherwise applicable to part-time employees shall be reduced by pro-ration in proportion to the part-time employees' percentage of full-time service.

15.01 Administration of this article shall be in accordance with the District's policy concerning compensation of part-time employees. Where remuneration is defined as an hourly rate (dollars per hour), the amount earned will be the product of the hourly rate multiplied by the number of hours worked.

ARTICLE 16 – CUMBERLAND VALLEY VIRTUAL ACADEMY (CVVA)

16.00 The parties acknowledge and agree that, as with all CVEA bargaining unit positions, employees selected to teach CVVA may be reassigned each year based on District needs as identified by the administration.

16.01 CVVA teaching opportunities will be posted based upon anticipated need. No CVEA bargaining unit member, except for those hired for, or subsequent to, the 2021-2022 school year, can be involuntarily transferred to a CVVA position. Any bargaining unit member who was hired prior to the 2021-2022 school year who is teaching CVVA shall be asked no later than May 15th of each year if s/he desires to continue teaching CVVA in future years. Any such employee who indicates s/he does not want to continue with CVVA, has the right to refuse such future teaching responsibilities.

16.02 The parties acknowledge and agree that, due to programming or enrollment changes, a decreased need for employees assigned to CVVA could occur, resulting in the elimination of a position(s). Accordingly, employees may be reassigned to a face-to-face position as part of the regular staffing process.

16.03 The Employer will provide a designated physical space in a Cumberland Valley School District facility in order to meet the face-to-face requirements of CVVA positions. Full-time CVVA bargaining unit members may elect to work from home. CVVA bargaining unit members

who are not full-time CVVA, may have flexibility when reporting to their school building consistent with Section 16.08 below.

16.04 Employees assigned to CVVA will be required to physically report to a District facility in the following instances:

- A. Attendance at faculty/staff meetings twice per month.
- B. Attendance at performance evaluation meetings with their supervisor.
- C. Attendance at coaching, fact-finding and disciplinary meetings with their supervisor or other District administrators.
- D. Attendance at meetings with parents and students where participation in person is deemed necessary by the Employee's supervisor.
- E. Completion of tasks/assignments related to supporting students, testing and/or administrative tasks as directed by the Employee's supervisor.
- F. At all times during each regular school day and workweek when students are in session, the Employee must be able to report to a Cumberland Valley School District facility within one and a half hours.

16.05 While employees assigned to CVVA may perform their responsibilities remotely, this assignment is not intended to serve as an alternative to child and/or elder care. Employees must be available during the contractual workday to the same degree as if they were present on site. Additionally, an employee's own children and family members are not permitted to participate in the Employee's synchronous instruction. Employees should not allow distractions (such as pets) to interfere with their instructional responsibilities.

16.06 Although the Employer will not reimburse employees assigned to CVVA for technology-related fees arising out of the Employee's election to work from home, including, but not limited to, fees for Internet service, etc., the Employer agrees to provide all CVVA employees with:

- A. Second computer monitors
- B. Headsets
- C. Touchscreen computers (if requested)
- D. Other requested equipment will be considered on a case-by-case basis.

16.07 No bargaining unit members will be expected to teach face-to-face and virtual students at the same time.

16.08 Teachers of K-5 cultural arts will have a virtual day within their cycle schedule to teach CVVA students. K-5 cultural arts teachers will be permitted to work from home on their CVVA instruction day. Such teachers will not be given an itinerant schedule.

16.09 The Employer will not reimburse CVVA employees for travel to and from District property.

16.10 In the event an Employee sustains an injury while working remotely from home, Workers Compensation may not apply.

16.11 If, at any time, a CVVA bargaining unit member is unable to meet the requirements of the position, they may be transferred to a face-to-face teaching assignment.

16.12 Employees electing to fulfill their CVVA duties from home will be required to complete the certification found in Appendix "H" regarding their review and understanding of these terms and conditions.

16.13 On a Flexible Instruction Day, CVVA staff will follow the FID instructional plan consistent with all other bargaining unit members in the District.

ARTICLE 17 – FLEXIBLE INSTRUCTION DAY FOR EMERGENCY USE (FID)

17.00 Consistent with PDE's approved reasons for FIDs, scheduling and utilization of FIDs shall be at the discretion of the District. The District shall endeavor to provide as much prior notice as the circumstances reasonably permit.

17.01 During FIDs, bargaining unit members will not be required to report to their buildings for work. Bargaining unit members shall be compensated at their present salary on all FIDs.

17.02 The District currently operates a 1:1 electronic device program for all students so all students will have a District-issued electronic device to access the internet and the District's Learning Management System.

17.03 Students who do not actively participate in the FID will be given two (2) school days to complete the missed assignments in order to receive credit for the work and the day.

17.04 Bargaining unit members who work as teachers will provide learning activities/assignments that continue the current learning experience in the classroom although such activities/assignments are not expected to be a recreation of and/or replacement of that day's planned instruction. Such activities/assignments may be discussed via grade level/team meeting/departmental meetings in advance of a FID.

17.05 On FIDs, in lieu of the negotiated workday per Article 8 Hours, bargaining unit members workday obligation shall be as follows:

A. Bargaining unit members who are classroom teachers at the elementary level will:

- i. Be available as part of the morning meeting expectations to conduct their “morning meeting” at 9:30 AM. Morning meeting obligations shall last no longer than forty-five (45) minutes. Students shall be assigned lessons to watch and work to be completed via the District’s Learning Management System.
 - ii. Be available to assist students who contact them via email or Learning Management System between the hours of 10:30 AM – 11:30 AM and 1:00 PM – 3:00 PM.
 - iii. If a bargaining unit member is not able to be available due to circumstances beyond their control, s/he will not be penalized. Bargaining unit members are responsible for notifying their principal or other direct supervisor should they be unable to meet the terms set forth above.
- B. Bargaining unit members at the elementary level who are cultural arts teachers will:
 - i. Be available to assist students who contact them via email or Learning Management System between the hours of 9:30 AM – 11:30 AM and 1:00 PM – 3:00 PM. Asynchronous assignments and activities will be pushed out to students through the District’s Learning Management System by 9:30 AM.
 - ii. If a bargaining unit member is not able to be available due to circumstances beyond their control, s/he will not be penalized. Bargaining unit members are responsible for notifying their principal or other direct supervisor should they be unable to meet the terms set forth above.
- C. Bargaining unit members at the elementary level who are interventionists will:
 - i. Be available to assist students who contact them via email or Learning Management System between the hours of 9:30 AM – 11:30 AM and 1:00 PM – 3:00 PM.
 - ii. If a bargaining unit member is not able to be available due to circumstances beyond their control, s/he will not be penalized. Bargaining unit members are responsible for notifying their principal or other direct supervisor should they be unable to meet the terms set forth above.
- D. Secondary bargaining unit members will:
 - i. Post student assignments and activities by 9:30 AM. Asynchronous work responsibilities should be course relevant but are not expected to be a recreation of and/or replacement of that day’s planned instruction.
 - ii. Be available to assist students who contact them via email or the District’s Learning Management System between the hours of 9:30 AM – 11:30 AM and 1:00 PM – 3:00 PM.
 - iii. If a bargaining unit member is not able to be available due to circumstances beyond their control, s/he will not be penalized. Bargaining unit members are responsible for notifying their principal or other direct supervisor should they be unable to meet the terms set forth above.

- E. Non-teaching professionals at all levels will have the same expectations for office hours as the teaching professionals in their respective level. Non-teaching professionals may also be scheduled for a meeting with their peer groups at some time during office hours. The expectation for meeting time will not be longer than 45 minutes.
- F. If a bargaining unit member has prescheduled leave on a FID but is able to be available consistent with the expectations stated above, s/he will have their leave restored upon request to their building principal.
- G. Bargaining unit members who are special education teachers will make their best effort to design learning opportunities for IEP students that take into consideration their student's necessary modifications. No bargaining unit member will be held responsible for lack of IEP compliance due to the use of FIDs unless the bargaining unit member willfully disregards directives by their supervisor. Any concerns raised by parents regarding compliance with IEP mandates will be forwarded to the bargaining unit member's special education supervisor and/or the Director of Special Education.
- H. Special Education teachers who provide direct therapy services (speech therapists, occupational therapists, behavior therapists) will make their best effort to work directly with students and families during "office hour" times to support those students. Bargaining unit members whose students receive replacement special education instruction will be expected to check-in with students to ensure they are able to access the asynchronous activities. If assistance is necessary, they will assist students as needed, which could include the use of live instruction during "office hour" times. Should required sessions for students not be able to be completed during the FID, bargaining unit members should work with their special education supervisor and/or building principal to reschedule opportunities for required services during the regular school day. In situations where required instruction or services as determined in the student's IEP cannot be completed during the FID or suitably rescheduled during the regular instructional day, the bargaining unit member should work with their special education supervisor to schedule compensatory educational time for students.

ARTICLE 18 – VIRTUAL LEARNING PROGRAM (VLP)

18.00 The parties believe that some students and/or their parents/guardians expect virtual learning opportunities and will choose the VLP option which will have a direct or indirect cost to the District.

18.01 Student Enrollment - The Employer may offer a full-time (Fully Online), and part-time (Ala Carte) educational program through the VLP program for the following resident school-aged children to enroll as students within the Cumberland Valley School District:

- A. Children participating in a home education program pursuant to School Code § 1327.1, or being privately tutored pursuant to School code § 1327;
- B. Children attending a charter school or cyber charter school;
- C. Children attending a private, parochial or independent school; and children currently enrolled at Cumberland Valley School District who desire a cyber-education option;
- D. Children with medical homebound instructional needs;
- E. Children with special education instruction in the home needs;
- F. Children needing credit recovery to graduate or pass a certain grade level (enrollment eligibility shall be limited to part-time);
- G. Special circumstances identified by administration and with the prior agreement of the Association.

18.02 Staffing - VLP courses shall be taught by certified bargaining unit members. Teacher(s) will be selected through an application process, based upon interest, training, experience, and area of certification. The filling of positions shall follow Article 4 of the Collective Bargaining Agreement. Consistent with the filling of all other Extra Duty contracts, VLP teachers will be approved yearly by the School Board. Only in circumstances when there are no trained and certified bargaining unit members willing or available to serve in this capacity will the Employer be permitted to utilize non-bargaining unit personnel.

The Employer and the Association agree that no bargaining unit members will be demoted, furloughed or non-renewed as a result of the Employers use of VLP. The Employer's intent is not to supplant bargaining unit work borne by the Association.

18.03 Assignment - Teachers will be assigned VLP courses and students on a semester (half a school year) basis or on a full year basis.

- A. For secondary teachers, assignment will consist of 1 - 28 students at any one time in a total semester schedule, unless the teacher volunteers to have additional students and the administration believes this is appropriate.
- B. For elementary teachers, assignments will either consist of up to 7 students who receive four courses each equaling a maximum of 28 "seats" (unless the teacher volunteers to have additional students and the administration believes this is appropriate) or up to 28 "seats" within one or two course areas.

Teachers will be assigned students based on a rotating system using teacher seniority of certified selected teachers.

18.04 Student Services and ELD for students enrolled in VLP course:

- A. Special Education and ELD students will be placed on the caseload of a special education/ELD teacher as part of the CVEA teacher's regular contract assignment. It will be part of the regular daily duty of the Special Education Case Manager or ELD

teacher to monitor and develop an IEP for VLP students when appropriate. When Special Education and ELD teachers are required to check in with students who are VLP students, time shall be provided within the student day. Students who are receiving VLP instruction full-time, may still receive special education services or ELD services on-site during the regular school day.

- B. Related student services, such as school counseling or psychological services, will be scheduled with bargaining unit members working under the CBA as part of their regular duties if the District no longer provides a dedicated individual for online learning or a temporary vacancy exists.

18.05 Course/Program Offerings - The offering of approved part-time (Ala Carte) VLP courses shall be at the discretion of the administration through the approval of the Board of School Directors, as per Board Policy 107: Adoption of Planned Instruction. All other course offerings shall be determined based upon the VLP course offerings.

18.06 No students will be permitted to enroll in a VLP course while simultaneously being enrolled in the same traditional brick and mortar course.

18.07 Enrollment of students in summer remediation and the compensation of teachers participating in summer remediation shall continue to be handled the same as it was prior to July 1, 2021.

18.08 Scheduling - Elementary and secondary VLP instruction provided by the CV professional staff shall coincide with the District Calendar.

18.09 VLP courses will be taught outside the contractual day.

18.10 Expectations for Bargaining Unit Members Instructing VLP Courses

- A. Complete grading of all assignments within 72 hours of submission.
- B. Respond to communication within 1 business day.
- C. Allow students to submit assignments up to three times.
- D. Provide academic support, make referrals, talk to parents, or take other actions deemed appropriate for a traditional student.
- E. Provide office hours (physically on CV property or virtual) one hour every week.
- F. Complete the required curriculum vendor training before they can teach a course.

18.11 Teacher Evaluation - The Employer and the Association agree that the VLP program is being implemented as an extra duty above and beyond the normal work day and that, as such, to the extent the VLP program remains an extracurricular position, evaluation of the bargaining unit member's job performance shall only be reflected on his/her extra duty evaluation and shall not in any way form a basis for his/her state-approved, formal Employer evaluation as a

bargaining unit member, unless such requirement is mandated by the Pennsylvania Department of Education. Nothing in this paragraph shall prohibit the Employer from disciplining a bargaining unit member for improper or unprofessional conduct by means other than a formal Employer evaluation. The extra duty evaluation will include measurement of the Expectations for Bargaining Unit Members Instructing VLP Courses as outlined above and will not be impacted by the student's VLP course grades.

18.12 Professional Development - Prior to teaching VLP course(s) for the first time, each teacher will receive the necessary training to teach in the course platform. Training opportunities will be offered multiple times throughout the year at administration and trainer discretion. Appropriate professional development training will be provided to special education teachers prior to assigning a fully online VLP student on their caseload.

- A. The District will pay the hourly rate (determined in Article 8 Section 8.01 of the Collective Bargaining Agreement) for teachers to receive the necessary training. The training compensation will be paid with the first VLP course assignment payment.

18.13 Compensation - The rate of compensation for a VLP course is \$175 per student (or per "seat" for elementary teachers) per ½ credit course (aka a semester). This per student rate shall increase each year thereafter by the same average salary percentage increase resulting in the following:

2022-2023: \$182
2023-2024: \$189
2024-2025: \$197
2025-2026: \$205

Full compensation will be awarded when a student completes 25% or more of a ½ credit course (aka a semester). When a teacher is unable to complete his/her VLP course assignment, compensation will be prorated based upon the number of days in the assignment.

18.14 Proprietary Rights - Upon conclusion of a course or a separation of service with a teacher of a VLP course, Cumberland Valley School District and the VLP maintain the rights to the course materials.

ARTICLE 19 – EXTRA-DUTY

19.00 Compensation - The compensation level for extra-duty positions for the 2022-2023, 2023-2024, 2024-2025 and 2025-2026 school years shall be increased by the Consumer Price Index (CPI-U) for all urban consumers (Northeast Region) as published HALF 1 respectively in each year of this agreement.

19.01 Athletic Extra-Duty Contracts

- A. Individuals newly employed in one of the positions identified in Appendix "C"- Athletic Contracts by Range will be paid at the level identified in Appendix "D"- Athletic Range Placement at the first step of the range unless an advanced point of entry is mutually agreed upon between the individual and the Employer. Such advanced point of entry is not subject to grievance/arbitration under the Collective Bargaining Agreement.
- B. Once placed on the schedule if rehired in subsequent years for the same position, the individual will receive stipend increases equal to the Consumer Price Index (CPI-U) for all urban consumers (Northeast Region) in each subsequent year.

19.02 Activities Extra-Duty Contracts

- A. Individuals newly employed in one of the positions identified in Appendix "E"- Activity Contracts by Range will be paid at the level identified in Appendix "F"- Activity Range Placement at the first step of the range unless an advanced point of entry is mutually agreed upon between the individual and the Employer. Such advanced point of entry is not subject to grievance/arbitration under the Collective Bargaining Agreement.
- B. Once placed on the schedule if rehired in subsequent years for the same position, the individual will receive stipend increases equal to the Consumer Price Index (CPI-U) for all urban consumers (Northeast Region) in each subsequent year.

19.03 Extended Season - If a season is extended due to participation in playoffs or similar post-season endeavor that requires specific qualification or invitation for such appearance, the individuals employed for Extra Duty Positions will receive additional compensation.

- A. The season shall be considered extended as follows, pending approval by the administration, and include:
 - After the Mid-Penn Conference Meet for Track, Swimming, and Tennis;
 - After the District Meet for Cross Country;
 - After the Chapter Competition for Marching Band;
 - After the Sectionals for Wrestling;
 - Qualifying for District Playoffs for Football (to include Marching Band), Field Hockey, Golf, and Basketball; and
 - After last regularly scheduled game for Baseball, Soccer, Volleyball, Water Polo, and Softball.
- B. Individuals will be reimbursed per diem according to the following formula:
$$\text{Salary} / \text{Number of practice days and game days}^* = \text{per diem. } (*)$$

The number used for calculation shall be understood to include the first legal practice date through the last day of the regular season, excluding Saturdays, Sundays, and holidays.

19.04 Evaluation - Employees serving in extra-duty positions who are evaluated shall be rated satisfactory or unsatisfactory. The evaluation of employees serving in extra-duty positions shall be conducted openly and with full knowledge of the employee being evaluated. When deficiencies are observed in employee performance, said deficiencies should be brought to the attention of the employee in writing, and discussed, along with specific recommendations for improvement. The employee should be given a reasonable amount of time to correct cited deficiencies in the performance of his/her extra duty responsibilities. Should the employee fail to correct the cited deficiencies, s/he should be given a written warning of the possible or probable consequences, i.e. disciplinary action or discharge. Should the employee continue to perform in an unsatisfactory manner, said unsatisfactory performance should be specified in his/her formal evaluation. Such staff member shall have the right to be represented by the Association at any meeting concerning a complaint in relationship to extra-duty assignment.

19.05 Scheduling and Payment

- A. To the extent activities are conducted during school hours, there shall be no extracurricular salary paid. Scheduling of activities shall remain the prerogative of the Employer.
- B. The Employer will pay one-half (1/2) of the salary on the regular pay date which most closely approximates the middle of the activity period and the remaining one-half (1/2) on the regular pay date following completion of the employees' activities at the end of the activity period.
- C. Individuals employed for a fraction of the normal season will be paid on a pro-rated per-diem basis.

19.06 Extra-Duty Committee

- A. Committee Composition: An Extra Duty Committee comprised of the Athletic Director, two (2) individuals appointed by the school board (either board members or the Superintendent or designee), and two (2) individuals appointed by the Association president shall meet annually, commencing no later than May of each year of this agreement, to review and make recommendations for revision to the system of financial compensation for the Extra Duty contracts in place during the current school year. This annual review shall include an opportunity for the Association to present ideas and to have an exchange with The Extra Duty Committee with the understanding that the Association's approval and ratification is not required. Any modifications in the point tables or stipend schedules will be acted on by the Employer and the Association in time for the annual budget process of the Employer.
- B. Recommendations: Any recommendations from the Committee must be accepted by both the Association and the Employer. If a plan is not completed and accepted by June 30, all individuals will receive compensation as outlined in the appropriate appended table.

- C. Frequency: Unless it is mutually deemed unnecessary by the parties, a joint committee will meet at least once during the term of the Agreement for the purpose of reviewing extra-duty positions with the District.

19.07 No Grievance/Arbitration Process - Except as provided for grievance/arbitration of salary disputes, extra duty positions identified in Appendix "C" and Appendix "D" are supplemental positions not part of the Collective Bargaining Agreement covering the professional employees of the District and the grievance/arbitration procedures of the Collective Bargaining Agreement do not apply. Any dispute related to the performance of duties of any position identified in Appendix "C" and Appendix "E", including termination/discipline during the annual term or failure to appoint or reappoint, and related to the elimination, addition, or modification of any extra duty position between annual terms is not subject to grievance/arbitration.

ARTICLE 20 – MEET AND DISCUSS COMMITTEE

20.00 Committee Composition - There is hereby established a committee to be composed of fourteen (14) members, seven (7) of whom shall be appointed by the Board and seven (7) of whom shall be appointed by the Association, to consult and recommend on matters relating to the implementation of policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon as required by the Public Employee Relations Act.

20.01 Chairperson - Each party shall appoint a chairman who shall be a member of the committee. The identity of the chairman shall be disclosed by each party upon the appointment thereof. The identity of the committee members may change from time to time at the pleasure of the parties.

20.02 Meeting Schedule - The committee shall meet regularly one time each month during the months of September through June of the school term. Said regular meetings shall be held after school hours at a time and place as agreed by the chairmen. Special meetings may be scheduled upon the agreement of the chairmen.

20.03 Agenda - An agenda for each regular meeting shall be prepared by the chairmen for distribution to the committee members two (2) weeks prior to the meeting. An agenda for special meetings shall be similarly prepared and shall be distributed to the committee members as soon as possible after preparation.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.00 Definitions

- A. Grievance: A grievance is a claim by one or more employees of a violation, a misapplication or a misinterpretation or a discrimination in the application of this agreement.
- B. Grievant: A grievant is the person or group of persons, including the Association, who signs the grievance form required to initiate the grievance procedure.

21.01 Purpose - The purpose of this grievance procedure shall be to settle equitably, at the lowest possible administrative level, grievances which may arise from time to time with respect to this agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

21.02 Procedure

- A. An employee shall have the right to be represented by the Association in the grievance procedure.
- B. Nothing herein contained shall be construed to prevent any individual teacher from presenting a grievance and have the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given an opportunity to be present at such adjustment.
- C. A grievance based upon the alleged action of any person required to receive a grievance under Section D hereinbelow shall be initiated at that Level of this grievance procedure, and the general procedures herein relating to presentation, adjustment and appeal shall apply from that Level to the appropriate conclusion of the procedure.
- D. A grievance shall be made in writing signed by the grievant on official grievance forms. The grievant shall serve three (3) exact copies of the written grievance upon the appropriate recipient as specified in each level of the grievance procedure set forth herein, and the recipient shall acknowledge receipt of the same by his signature and date of receipt on all copies. The forms so received shall be distributed by the recipient as follows: (1) one copy shall be returned immediately to the grievant; (2) one copy shall be delivered immediately to the Association's representative if one is present, or if no representative is present, it shall be delivered to the President of the Association by inter-school mail; and (3) one copy shall be retained by the recipient.
- E. A grievance shall be filed as soon as possible, but in no event later than ten (10) days after the occurrence of the facts giving rise to the grievance, excluding Saturdays and Sundays.

- F. The number of days indicated at each Level of Grievance Adjustment set forth below shall be considered as the maximum, and every effort shall be made to expedite the process. The time limits may be modified by written agreement between the parties.

21.03 Levels of Grievance Adjustment - The grievant shall pursue adjustment of his grievance in the following manner. A grievance shall begin at Level One below and may continue through and include Arbitration.

A. Level One

- i. The grievant shall serve his grievance upon the appropriate department chairman, or the appropriate principal where no department chairman has been designated as a first level supervisor.
- ii. The recipient of the grievance shall fix and hold a meeting within five (5) days after receipt of the grievance for the purpose of attempting to adjust the grievance at which meeting the grievant and his representative, if any, shall have the right to be present. The recipient of the grievance within five (5) days after the date fixed for the meeting shall make a written report of the adjustment made or his decision, as the case may be, and he shall deliver a copy thereof to the grievant and a copy to the Association.

B. Level Two

- i. If the grievance is not resolved by the actions taken in Level One above, and where the recipient of the grievance in said Level One is a department chairman, the grievant within five (5) days after receipt of the written report of the actions of Level One serve his grievance in the same manner as in Level One upon the appropriate principal.
- ii. The principal shall fix and hold a meeting within five (5) days after receipt of the grievance for the purpose of attempting to adjust the grievance at which meeting the grievant and his representative, if any, shall have the right to be present. The principal within five (5) days after the date fixed for said meeting shall make a written report of the adjustment or his decision, as the case may be, and he shall deliver a copy thereof to the grievant and a copy to the Association.

C. Level Three

- i. If the grievance is not resolved by the actions taken in Level Two above or where the grievance is not resolved in Level One above where the recipient of the grievance in said Level One was a principal, the grievant within five (5) days after receipt of the written report of the actions of the previous Level may serve his grievance in the same manner as in Level One upon the Superintendent.
- ii. The Superintendent shall fix and hold a meeting within five (5) days after receipt of the grievance for the purpose of attempting to adjust the

grievance at which meeting the grievant and his representative, if any, shall have the right to be present. The Superintendent within five (5) days after the date fixed for said meeting shall make a written report of the adjustment or his decision, as the case may be, and she shall deliver a copy thereof to the grievant and a copy to the Association.

D. Level Four

- i. If the grievance is not resolved by the actions taken in Level Three above, the grievant within five (5) days after receipt of the actions taken in Level Three may serve his grievance in the same manner as in Level One upon the Secretary of the Board of School Directors.
- ii. The Board of School Directors shall fix and hold a meeting within thirty (30) days after receipt of the grievance by the Secretary for the purpose of attempting to adjust the grievance at which meeting the grievant and his representative, if any, shall have the right to be present, which meeting shall be conducted in a non-public session. The Board within ten (10) days after the date fixed for the meeting shall make a written report of the adjustment made or its decision, as the case may be, and the Secretary shall deliver a copy thereof to the grievant and a copy to the Association.

E. Arbitration

- i. If the grievance is not resolved by the actions taken in Level Four above, the Association, within five (5) days after receipt of the report of the actions taken in Level Four above, may notify the Secretary of the Board of School Directors of its intention to pursue a decision to arbitration as provided in Section 903 of the Public Employe Relations Act.
- ii. Upon receipt of such notification, the grievance shall be referred to binding arbitration as provided in Section 903 of the Public Employe Relations Act.

F. Limitations - If the grievant shall fail to pursue the procedures of the next succeeding Level in the schedule of levels above within the time and manner therein provided, he shall be deemed to have waived the rights of such succeeding Levels and the decision of the immediate preceding Level shall be final and binding.

G. Grievances During School Recesses - If the last day for initiating a grievance falls upon a day within a school recess as established by the official school calendar (except Saturdays and Sundays during the non-recess times of the school year), and if the intended recipient of the grievance under Level One is unavailable for service of the grievance, the grievant may serve said grievance upon the intended recipient of the next succeeding Level who is then available. Such alternate recipient shall have the right to refer the grievance to such lower Level as may then be available for disposition in accordance with the schedule of procedures set forth in this Article.

ARTICLE 22 – SCOPE OF AGREEMENT

22.00 The parties agree that all negotiable items raised by the parties have been considered during the negotiations leading to this agreement and therefore, further agree the negotiations will not be reopened on any such item, whether contained herein or not, for the term of this agreement, except only upon the written mutual consent and agreement of both parties hereto.

22.01 This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties hereto.

ARTICLE 23 – TERM OF AGREEMENT

23.00 This agreement shall become effective as of July 1, 2022, and shall continue in effect until June 30, 2026, or until such later time as the parties may hereafter agree in writing.

23.01 This agreement shall not apply to former employees of this School District whose employment was terminated prior to the date hereof.

ARTICLE 24 – CONFORMITY TO LAW

It is the intention of the parties to have this agreement conform to all applicable law. If, however, any provision of this agreement shall be determined to be contrary to law, only that contrary portion shall not be applicable, performed or enforced, all other provisions of this agreement shall continue in effect. References herein to statutes shall be construed to be those enactments as of the date of execution of this agreement first mentioned hereinabove.

IN WITNESS WHEREOF, the parties intending to be legally bound hereby, have caused these presents to be executed by their duly authorized officers the day and year first above written.

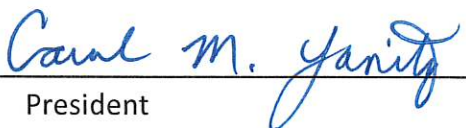
CUMBERLAND VALLEY SCHOOL DISTRICT


By 
President of Board of School Directors

ATTEST:

Secretary

CUMBERLAND VALLEY EDUCATION ASSOCIATION

By 
President

ATTEST:

Secretary

By 
Negotiations Committee Chairperson

APPENDIX “A” – SALARY SCHEDULE

The Salary Schedule is incorporated into the foregoing Agreement pursuant to Article 10.

- A. Definitions: In construing this Salary Schedule, the following words and phrases shall have the meanings indicated below:

“Step” means the vertical level on the salary schedule based upon teaching experience.

“Base Salary” means an amount of annual salary expressed in terms of money attributable to the various Steps as set forth on Schedules on pages A-4 through A-7 attached hereinbelow.

“RN” refers to persons employed as registered nurses in the schools.

“Bachelor’s Degree” refers to employees having educational attainment less than a Master’s Degree.

“Master’s Degree” refers to employees having educational attainment of at least a Master’s Degree but less than fifteen graduate hours beyond a Master’s Degree.

“Master’s Degree + 15” (“M+15”) refers to employees having educational attainment of a Master’s Degree plus at least fifteen but less than thirty graduate credits, which credits must be in the teacher’s field of certification, in his present area of employment or towards an advanced degree. It shall be the responsibility of the teacher to provide necessary documentation to qualify for this compensation.

“Master’s Degree + 30” (“M+30”) refers to employees having educational attainment of a Master’s Degree plus at least thirty graduate credits but less than forty-five graduate credits, which credits must be in the teacher’s field of certification, in his present area of employment or towards an advanced degree. It shall be the responsibility of the teacher to provide necessary documentation to qualify for this compensation.

“Master’s Degree + 45” (“M+45”) refers to employees having educational attainment of a Master’s Degree plus at least forty-five graduate credits but less than sixty graduate credits, which credits must be in the teacher’s field of certification, in his present area of employment or towards an advanced degree. It shall be the responsibility of the teacher to provide necessary documentation to qualify for this compensation.

“Master’s Degree + 60” (“M+60”) refers to employees having educational attainment of a Master’s Degree plus at least sixty graduate credits, which credits must be in the teacher’s field of certification, in his present area of employment or towards an advanced degree. It shall be the responsibility of the teacher to provide necessary documentation to qualify for this compensation.

“Doctorate” refers to employees having educational attainment of a Doctor’s Degree.

- B. Horizontal Movement On Salary Schedule: In addition, an employee can make a one-time horizontal move on the salary schedule by taking 15 credits in areas that are related to their current teaching assignment. The courses are subject to pre-approval by the superintendent.
- C. Application
 - i. As of July 1, 2022; July 1, 2023; July 1, 2024; and July 1, 2025, as appropriate, a certified teacher with no teaching experience shall be placed on Step 1 of the appropriate Schedule attached hereto as Appendix “A” at the time of employment, and shall move pursuant to the Salary Step Movement chart hereinbelow upon successful completion at least half of the contracted days.
 - ii. Upon the completion of at least half of the contracted days, employees shall move pursuant to the Salary Step Movement chart hereinbelow as of the first pay period of each school year.

APPENDIX "A"
STEP MOVEMENT CHART

Cumberland Valley Salary Schedule Step Movement Chart
From Each Step in 2021-22 (Base Year) to Each Step in 2025-26

2021-22 (Base Year)		2022-23	2022-23	2023-24	2023-24	2024-25	2024-25	2025-26	2025-26
Old Numbering System	Steps to the Top Step	Old Numbering System	Steps to the Top Step	Old Numbering System	Steps to the Top Step	Old Numbering System	Steps to the Top Step	Old Numbering System	Steps to the Top Step
								1	16
						1	16	2	15
				1	16	2	15	3	14
		1	16	2	15	3	14	4	13
1	16	1	16	2	15	3	14	4	13
2	15	2	15	3	14	4	13	5	12
3	14	3	14	4	13	5	12	6	11
4	13	4	13	5	12	6	11	7	10
5	12	5	12	6	11	7	10	8	9
6	11	6	11	7	10	8	9	9	8
7	10	7	10	8	9	9	8	10	7
8	9	8	9	9	8	10	7	11	6
9	8	9	8	10	7	11	6	12	5
10	7	10	7	11	6	12	5	13	4
11	6	11	6	12	5	13	4	14	3
12	5	12	5	13	4	14	3	15	2
13	4	13	4	14	3	15	2	16	1
14	3	14	3	15	2	16	1	17	Top
15	2	15	2	16	1	17	Top	17	Top
16	1	16	1	17	Top	17	Top	17	Top
17	Top	17	Top	17	Top	17	Top	17	Top

To track your movement through the schedule forward the Top Step, find your step in the 2021-22 (Base Year) year and then move horizontally across the columns to see which steps you will move to.

APPENDIX "A" – SALARY SCHEDULE

Cumberland Valley

2022-2023

From Top	Step	RN	B	M	M+15	M+30	M+45	M+60	PhD
16	1	\$51,084	\$53,773	\$55,423	\$56,423	\$57,423	\$58,423	\$59,423	\$60,423
15	2	\$52,248	\$54,998	\$56,648	\$57,648	\$58,648	\$59,648	\$60,648	\$61,648
14	3	\$53,412	\$56,223	\$57,873	\$58,873	\$59,873	\$60,873	\$61,873	\$62,873
13	4	\$54,576	\$57,448	\$59,098	\$60,098	\$61,098	\$62,098	\$63,098	\$64,098
12	5	\$55,739	\$58,673	\$60,323	\$61,323	\$62,323	\$63,323	\$64,323	\$65,323
11	6	\$56,903	\$59,898	\$61,548	\$62,548	\$63,548	\$64,548	\$65,548	\$66,548
10	7	\$58,067	\$61,123	\$62,773	\$63,773	\$64,773	\$65,773	\$66,773	\$67,773
9	8	\$59,231	\$62,348	\$63,998	\$64,998	\$65,998	\$66,998	\$67,998	\$68,998
8	9	\$60,394	\$63,573	\$65,223	\$66,223	\$67,223	\$68,223	\$69,223	\$70,223
7	10	\$61,558	\$64,798	\$66,448	\$67,448	\$68,448	\$69,448	\$70,448	\$71,448
6	11	\$62,722	\$66,023	\$67,673	\$68,673	\$69,673	\$70,673	\$71,673	\$72,673
5	12	\$63,886	\$67,248	\$68,898	\$69,898	\$70,898	\$71,898	\$72,898	\$73,898
4	13	\$65,049	\$68,473	\$70,123	\$71,123	\$72,123	\$73,123	\$74,123	\$75,123
3	14	\$66,213	\$69,698	\$71,348	\$72,348	\$73,348	\$74,348	\$75,348	\$76,348
2	15	\$67,377	\$70,923	\$72,573	\$73,573	\$74,573	\$75,573	\$76,573	\$77,573
1	16	\$68,541	\$72,148	\$73,798	\$74,798	\$75,798	\$76,798	\$77,798	\$78,798
Top	17	\$69,704	\$73,373	\$75,023	\$76,023	\$77,023	\$78,023	\$79,023	\$80,023

APPENDIX "A" – SALARY SCHEDULE

Cumberland Valley

2023-2024

From Top	Step	RN	B	M	M+15	M+30	M+45	M+60	PhD
16	1	\$52,923	\$55,708	\$57,358	\$58,608	\$59,858	\$61,108	\$62,358	\$63,608
15	2	\$54,048	\$56,893	\$58,543	\$59,793	\$61,043	\$62,293	\$63,543	\$64,793
14	3	\$55,174	\$58,078	\$59,728	\$60,978	\$62,228	\$63,478	\$64,728	\$65,978
13	4	\$56,300	\$59,263	\$60,913	\$62,163	\$63,413	\$64,663	\$65,913	\$67,163
12	5	\$57,426	\$60,448	\$62,098	\$63,348	\$64,598	\$65,848	\$67,098	\$68,348
11	6	\$58,551	\$61,633	\$63,283	\$64,533	\$65,783	\$67,033	\$68,283	\$69,533
10	7	\$59,677	\$62,818	\$64,468	\$65,718	\$66,968	\$68,218	\$69,468	\$70,718
9	8	\$60,803	\$64,003	\$65,653	\$66,903	\$68,153	\$69,403	\$70,653	\$71,903
8	9	\$61,929	\$65,188	\$66,838	\$68,088	\$69,338	\$70,588	\$71,838	\$73,088
7	10	\$63,054	\$66,373	\$68,023	\$69,273	\$70,523	\$71,773	\$73,023	\$74,273
6	11	\$64,180	\$67,558	\$69,208	\$70,458	\$71,708	\$72,958	\$74,208	\$75,458
5	12	\$65,306	\$68,743	\$70,393	\$71,643	\$72,893	\$74,143	\$75,393	\$76,643
4	13	\$66,432	\$69,928	\$71,578	\$72,828	\$74,078	\$75,328	\$76,578	\$77,828
3	14	\$67,557	\$71,113	\$72,763	\$74,013	\$75,263	\$76,513	\$77,763	\$79,013
2	15	\$68,683	\$72,298	\$73,948	\$75,198	\$76,448	\$77,698	\$78,948	\$80,198
1	16	\$69,809	\$73,483	\$75,133	\$76,383	\$77,633	\$78,883	\$80,133	\$81,383
Top	17	\$70,935	\$74,668	\$76,318	\$77,568	\$78,818	\$80,068	\$81,318	\$82,568

APPENDIX "A" – SALARY SCHEDULE

Cumberland Valley

2024-2025

From Top	Step	RN	B	M	M+15	M+30	M+45	M+60	PhD
16	1	\$55,514	\$58,436	\$60,086	\$61,386	\$62,686	\$63,986	\$65,286	\$66,586
15	2	\$56,559	\$59,536	\$61,186	\$62,486	\$63,786	\$65,086	\$66,386	\$67,686
14	3	\$57,604	\$60,636	\$62,286	\$63,586	\$64,886	\$66,186	\$67,486	\$68,786
13	4	\$58,649	\$61,736	\$63,386	\$64,686	\$65,986	\$67,286	\$68,586	\$69,886
12	5	\$59,694	\$62,836	\$64,486	\$65,786	\$67,086	\$68,386	\$69,686	\$70,986
11	6	\$60,739	\$63,936	\$65,586	\$66,886	\$68,186	\$69,486	\$70,786	\$72,086
10	7	\$61,784	\$65,036	\$66,686	\$67,986	\$69,286	\$70,586	\$71,886	\$73,186
9	8	\$62,829	\$66,136	\$67,786	\$69,086	\$70,386	\$71,686	\$72,986	\$74,286
8	9	\$63,874	\$67,236	\$68,886	\$70,186	\$71,486	\$72,786	\$74,086	\$75,386
7	10	\$64,919	\$68,336	\$69,986	\$71,286	\$72,586	\$73,886	\$75,186	\$76,486
6	11	\$65,964	\$69,436	\$71,086	\$72,386	\$73,686	\$74,986	\$76,286	\$77,586
5	12	\$67,009	\$70,536	\$72,186	\$73,486	\$74,786	\$76,086	\$77,386	\$78,686
4	13	\$68,054	\$71,636	\$73,286	\$74,586	\$75,886	\$77,186	\$78,486	\$79,786
3	14	\$69,099	\$72,736	\$74,386	\$75,686	\$76,986	\$78,286	\$79,586	\$80,886
2	15	\$70,144	\$73,836	\$75,486	\$76,786	\$78,086	\$79,386	\$80,686	\$81,986
1	16	\$71,189	\$74,936	\$76,586	\$77,886	\$79,186	\$80,486	\$81,786	\$83,086
Top	17	\$72,234	\$76,036	\$77,686	\$78,986	\$80,286	\$81,586	\$82,886	\$84,186

APPENDIX "A" – SALARY SCHEDULE

Cumberland Valley

2025-2026

From Top	Step	RN	B	M	M+15	M+30	M+45	M+60	PhD
16	1	\$58,516	\$61,596	\$63,246	\$64,596	\$65,946	\$67,296	\$68,646	\$69,996
15	2	\$59,466	\$62,596	\$64,246	\$65,596	\$66,946	\$68,296	\$69,646	\$70,996
14	3	\$60,416	\$63,596	\$65,246	\$66,596	\$67,946	\$69,296	\$70,646	\$71,996
13	4	\$61,366	\$64,596	\$66,246	\$67,596	\$68,946	\$70,296	\$71,646	\$72,996
12	5	\$62,316	\$65,596	\$67,246	\$68,596	\$69,946	\$71,296	\$72,646	\$73,996
11	6	\$63,266	\$66,596	\$68,246	\$69,596	\$70,946	\$72,296	\$73,646	\$74,996
10	7	\$64,216	\$67,596	\$69,246	\$70,596	\$71,946	\$73,296	\$74,646	\$75,996
9	8	\$65,166	\$68,596	\$70,246	\$71,596	\$72,946	\$74,296	\$75,646	\$76,996
8	9	\$66,116	\$69,596	\$71,246	\$72,596	\$73,946	\$75,296	\$76,646	\$77,996
7	10	\$67,066	\$70,596	\$72,246	\$73,596	\$74,946	\$76,296	\$77,646	\$78,996
6	11	\$68,016	\$71,596	\$73,246	\$74,596	\$75,946	\$77,296	\$78,646	\$79,996
5	12	\$68,966	\$72,596	\$74,246	\$75,596	\$76,946	\$78,296	\$79,646	\$80,996
4	13	\$69,916	\$73,596	\$75,246	\$76,596	\$77,946	\$79,296	\$80,646	\$81,996
3	14	\$70,866	\$74,596	\$76,246	\$77,596	\$78,946	\$80,296	\$81,646	\$82,996
2	15	\$71,816	\$75,596	\$77,246	\$78,596	\$79,946	\$81,296	\$82,646	\$83,996
1	16	\$72,766	\$76,596	\$78,246	\$79,596	\$80,946	\$82,296	\$83,646	\$84,996
Top	17	\$73,716	\$77,596	\$79,246	\$80,596	\$81,946	\$83,296	\$84,646	\$85,996

APPENDIX "B" – LONGEVITY INCREMENT SCHEDULE

2022-2023, 2023-2024, 2024-2025, 2025-2026(*1)

Cumberland Valley School District Years of Service Completed	Amount
5	\$300
6	300
7	300
8	300
9	300
10	\$600
11	600
12	600
13	600
14	600
15	\$800
16	800
17	800
18	800
19	800
20	\$1,000
21	1,000
22	1,000
23	1,000
24	1,000
25	\$1,200
26	1,200
27	1,200
28	1,200
29	1,200
30	\$1,700
Over 30	1,700

*1. The figures shown in the above column are non-cumulative annual longevity increments to be paid to qualifying employees during each of the years commencing July 1, 2022 (and ending June 30, 2023), July 1, 2023 (and ending June 30, 2024), July 1, 2024 (and ending June 30, 2025), and July 1, 2025 (and ending June 30, 2026).

APPENDIX “C”

ATHLETIC CONTRACTS BY RANGE

Position Code	Position Description	Name Used in Last CVEA Contract	Position	Level
	Range I			
XAC202	W COND FOOTBALL	Football Winter Weights	Assistant	HS
XAC203	W COND FOOTBALL	Football Winter Weights	Assistant	HS
XAC204	W COND FOOTBALL	Football Winter Weights	Assistant	HS
XAC205	W COND FOOTBALL	Football Winter Weights	Assistant	HS
XAC206	W COND FOOTBALL	Football Winter Weights	Assistant	HS
XAC207	W COND FOOTBALL	Football Winter Weights	Assistant	HS
XAC302	SP COND FOOTBALL	Football Spring Weights	Assistant	HS
XAC303	SP COND FOOTBALL	Football Spring Weights	Assistant	HS
XAC304	SP COND FOOTBALL	Football Spring Weights	Assistant	HS
XAC305	SP COND FOOTBALL	Football Spring Weights	Assistant	HS
XAC306	SP COND FOOTBALL	Football Spring Weights	Assistant	HS
XAC307	SP COND FOOTBALL	Football Spring Weights	Assistant	HS
XAC308	SP COND FOOTBALL	Football Spring Weights	Assistant	HS
XAC110	SU COND FOOTBALL	Football Summer Weights	Assistant	HS
XAC111	SU COND FOOTBALL	Football Summer Weights	Assistant	HS
XAC112	SU COND FOOTBALL	Football Summer Weights	Assistant	HS
XAC113	SU COND FOOTBALL	Football Summer Weights	Assistant	HS
XAC114	SU COND FOOTBALL	Football Summer Weights	Assistant	HS
XAC115	SU COND FOOTBALL	Football Summer Weights	Assistant	HS
XAC116	SU COND FOOTBALL	Football Summer Weights	Assistant	HS
XAC117	SU COND FOOTBALL	Football Summer Weights	Assistant	HS
XAC102	SU COND GIRLS BASKETBALL	Girls Basketball Summer Conditioning	Assistant	HS
XAC103	SU COND GIRLS BASKETBALL	Girls Basketball Summer Conditioning	Assistant	HS
XAC122	F COND GIRLS BASKETBALL	Girls Basketball Fall Conditioning	Assistant	HS
XAC123	F COND GIRLS BASKETBALL	Girls Basketball Fall Conditioning	Assistant	HS

XAC105	SU COND BOYS BASKETBALL	Boys Basketball Summer Conditioning	Assistant	HS
XAC106	SU COND BOYS BASKETBALL	Boys Basketball Summer Conditioning	Assistant	HS
XAC119	F COND BOYS BASKETBALL	Boys Basketball Fall Conditioning	Assistant	HS
XAC120	F COND BOYS BASKETBALL	Boys Basketball Fall Conditioning	Assistant	HS
XAC108	SU COND WRESTLING	Wrestling Summer Conditioning	Assistant	HS
XAC143	F COND WRESTLING	New	Wrestling	HS
Range II				
XAA308	JV ASST BASEBALL	Asst. JV Baseball	Baseball	JV
XAA206	ASST EV BOYS BASKETBALL	Asst. EV Boys Basketball	Basketball	MS
XAA214	ASST EV GIRLS BASKETBALL	Asst. EV Girls Basketball	Basketball	MS
XAA208	ASST MV BOYS BASKETBALL	Asst. GH Boys Basketball	Basketball	MS
XAA216	ASST MV GIRLS BASKETBALL	Asst. GH Girls Basketball	Basketball	MS
XAA107	JH ASST CHEERLEADING	Asst. JH Cheerleading-Fall	Cheerleading	JH
XAA236	JH ASST CHEERLEADING	JH Asst. Cheerleading-Winter	Cheerleading	JH
XAC201	W COND FOOTBALL	Football Winter Weights	Coordinator	HS
XAC301	SP COND FOOTBALL	Football Spring Weights	Coordinator	HS
XAC109	SU COND FOOTBALL	Football Summer Weights	Coordinator	HS
XAC101	SU COND GIRLS BASKETBALL	Girls Basketball Summer Conditioning	Coordinator	HS
XAC121	F COND GIRLS BASKETBALL	Girls Basketball Fall Conditioning	Coordinator	HS
XAC104	SU COND BOYS BASKETBALL	Boys Basketball Summer Conditioning	Coordinator	HS
XAC118	F COND BOYS BASKETBALL	Boys Basketball Fall Conditioning	Coordinator	HS
XAC107	SU COND WRESTLING	Wrestling Summer Conditioning	Coordinator	HS
XAC142	F COND WRESTLING	New	Wrestling	HS
XAA130	ASST MS CROSS COUNTRY	Asst. MS Cross Country	Cross Country	JH
XAA142	JH ASST FIELD HOCKEY	Asst. JH Field Hockey	Field Hockey	JH
XAH322	JH HEAD GIRLS SOCCER	Head JH Girls Soccer	Soccer	9th
XAH320	JH HEAD BOYS SOCCER	Head JH Boys Soccer	Soccer	9th
XAA321	JH ASST BOYS SOCCER	JH Asst. Boys Soccer	Soccer	JH
XAA323	JH ASST GIRLS SOCCER	Asst. JH Girls Soccer	Soccer	JH
XAH125	JV HEAD GIRLS SOCCER	JV Girls Soccer	Soccer	JV

XAA330	ASST BOYS TENNIS	Asst. Boys Tennis	Tennis	HS
XAA135	ASST GIRLS TENNIS	Asst. Girls Tennis	Tennis	HS
XAA227	ASST INDOOR TRACK	Asst. Indoor Track	Track	HS
XAA228	ASST INDOOR TRACK	Asst. Indoor Track	Track	HS
XAA229	ASST INDOOR TRACK	Asst. Indoor Track	Track	HS
XAA230	ASST INDOOR TRACK	Asst. Indoor Track	Track	HS
XAA317	ASST MS TRACK	Asst. MS Track	Track	MS
XAA318	ASST MS TRACK	Asst. MS Track	Track	MS
XAA319	ASST MS TRACK	Asst. MS Track	Track	MS
XAA335	ASST MS GIRLS VOLLEYBALL	Asst. MS Girls volleyball	Volleyball	MS
Range III				
XAA306	V ASST BASEBALL	Asst. Baseball	Baseball	Varsity
XAH307	JV HEAD BASEBALL	Head JV Baseball	Baseball	JV
XAH205	HEAD EV BOYS BASKETBALL	Head EV Boys Basketball	Basketball	MS
XAH213	HEAD EV GIRLS BASKETBALL	Head EV Girls Basketball	Basketball	MS
XAH207	HEAD MV BOYS BASKETBALL	Head GH Boys Basketball	Basketball	MS
XAH215	HEAD MV GIRLS BASKETBALL	Head GH Girls Basketball	Basketball	MS
XAH204	JH BOYS BASKETBALL	Head JH Boys Basketball	Basketball	JH
XAH212	JH GIRLS BASKETBALL	Head JH Girls Basketball	Basketball	JH
XAA105	JV ASST CHEERLEADING	Asst. JV Cheerleading-Fall	Cheerleading	JV
XAA234	JV ASST CHEERLEADING	Asst. JV Cheerleading-Winter	Cheerleading	JV
XAH106	JH HEAD CHEERLEADING	Head JH Cheerleading-Fall	Cheerleading	9th
XAH235	JH HEAD CHEERLEADING	Head JH Cheerleading-Winter	Cheerleading	10th
XAH104	JV HEAD CHEERLEADING	Head JV Cheerleading-Fall	Cheerleading	JV
XAH233	JV HEAD CHEERLEADING	Head JV Cheerleading-Winter	Cheerleading	JV
XAA103	V ASST CHEERLEADING	Varsity Assistant Cheerleading-Fall	Cheerleading	Varsity
XAA232	V ASST CHEERLEADING	Varsity Assistant Cheerleading-Winter	Cheerleading	Varsity
XAA127	ASST CROSS COUNTRY	Asst. Cross Country	Cross Country	HS
XAA128	ASST CROSS COUNTRY	Asst. Cross Country	Cross Country	HS
XAH129	HEAD MS CROSS COUNTRY	Head JH Cross Country	Cross Country	JH

XAA139	V ASST FIELD HOCKEY	Asst. Varsity Field Hockey	Field Hockey	Varsity
XAH140	JV HEAD FIELD HOCKEY	JV Head Field Hockey	Field Hockey	JV
XAH141	JH HEAD FIELD HOCKEY	Head JH Field Hockey	Field Hockey	JH
XAA117	JH ASST FOOTBALL	Asst. JH Football	Football	9th
XAN108	FB EQUIPMENT MGR	FB Equipment Mgr.	Football	NA
XAA119	ASST GOLF	Asst. Golf	Golf	HS
XAH333	JV HEAD BOYS LACROSSE	JV Boys Lacrosse	Lacrosse	JV
XAH328	JV HEAD GIRLS LACROSSE	JV Girls Lacrosse	Lacrosse	JV
XAA327	ASST V GIRLS LACROSSE	Asst. Varsity Girls Lacrosse	Lacrosse	Varsity
XAA121	V ASST BOYS SOCCER	Asst. Boys Soccer	Soccer	Varsity
XAA124	V ASST GIRLS SOCCER	Asst. Girls Soccer	Soccer	Varsity
XAH122	JV HEAD BOYS SOCCER	Head JV Boys Soccer	Soccer	JV
XAA302	V ASST SOFTBALL	Asst. Softball	Softball	Varsity
XAH303	JV HEAD SOFTBALL	Head JV Softball	Softball	JV
XAA304	JV ASST SOFTBALL	Asst. JV Softball	Softball	JV
XAA218	ASST SWIMMING/DIVING	Asst. Swimming/Diving	Swimming/Diving	HS
XAA219	ASST SWIMMING/DIVING	Asst. Swimming/Diving	Swimming/Diving	HS
XAA220	ASST SWIMMING/DIVING	Asst. Swimming/Diving	Swimming/Diving	HS
XAA311	ASST TRACK/FIELD	Asst. Track/Field	Track	HS
XAA312	ASST TRACK/FIELD	Asst. Track/Field	Track	HS
XAA313	ASST TRACK/FIELD	Asst. Track/Field	Track	HS
XAA314	ASST TRACK/FIELD	Asst. Track/Field	Track	HS
XAA315	ASST TRACK/FIELD	Asst. Track/Field	Track	HS
XAH226	HEAD INDOOR TRACK	Head Indoor Track	Track	HS
XAH316	HEAD MS TRACK	Head Middle School Track	Track	MS
XAA325	ASST BOYS VOLLEYBALL	Asst. Boys Volleyball	Volleyball	HS
XAA137	ASST GIRLS VOLLEYBALL	Asst. Girls Volleyball	Volleyball	HS
XAH334	HEAD MS GIRLS VOLLEYBALL	Head MS Girls Volleyball	Volleyball	MS
XAA133	ASST WATER POLO	Assistant Water Polo	Water Polo	HS
XAA225	JH ASST WRESTLING	Asst. JH Wrestling	Wrestling	9th
XAH224	JH HEAD WRESTLING	Head JH Wrestling	Wrestling	9th

	Range IV			
XAH102	V CHEERLEADING	Head Varsity Cheerleading-Fall	Cheerleading	Varsity
XAH231	HEAD CHEERLEADING	Head Varsity Cheerleading-Winter	Cheerleading	Varsity
XAH126	HEAD CROSS COUNTRY	Head Cross Country	Cross Country	HS
XAA114	JV ASST FOOTBALL	Asst. JH Football	Football	9th
XAH115	JH HEAD FOOTBALL	Head JH Football	Football	JH
XAA116	JH ASST FOOTBALL	JS Asst. Football	Football	JH
XAH118	HEAD GOLF	Head Golf	Golf	HS
XAH329	HEAD BOYS TENNIS	Head Boys Tennis	Tennis	HS
XAH134	HEAD GIRLS TENNIS	Head Girls Tennis	Tennis	HS
XAF310	1ST ASST TRACK/FIELD	1st Asst. Track/Field	Track	Varsity
	Range V			
XAH305	HEAD BASEBALL	Head Baseball	Baseball	HS
XAH203	JV BOYS BASKETBALL	Head JV Boys Basketball	Basketball	JV
XAH211	JV GIRLS BASKETBALL	Head JV Girls Basketball	Basketball	JV
XAA202	V ASST BOYS BASKETBALL	V Asst. Boys Basketball	Basketball	Varsity
XAA210	V ASST GIRLS BASKETBALL	V Asst. Girls Basketball	Basketball	Varsity
XAH138	HEAD FIELD HOCKEY	Head Field Hockey	Field Hockey	HS
XAH331	HEAD BOYS LACROSSE	Head Boys Lacrosse	Lacrosse	HS
XAH326	HEAD GIRLS LACROSSE	Head Girls Lacrosse	Lacrosse	HS
XAA332	ASST V BOYS LACROSSE	Asst. Varsity Boys Lacrosse	Lacrosse	HS
XAH120	HEAD BOYS SOCCER	Head Boys Soccer	Soccer	HS
XAH123	HEAD GIRLS SOCCER	Head Girls Soccer	Soccer	HS
XAH301	V HEAD SOFTBALL	Head Softball	Softball	HS
XAH324	HEAD BOYS VOLLEYBALL	Head Boys Volleyball	Volleyball	HS
XAH136	HEAD GIRLS VOLLEYBALL	Head Girls Volleyball	Volleyball	HS
XAH132	HEAD BOYS WATER POLO	Head Boys Water Polo	Water Polo	HS
XAH131	HEAD GIRLS WATER POLO	Head Girls Water Polo	Water Polo	HS
XAH223	JV WRESTLING	Head JV Wrestling	Wrestling	JV

	Range VI			
XAH113	JV HEAD FOOTBALL	Head JV Football	Football	JV
XAA111	V ASST FOOTBALL	V Asst. Football	Football	Varsity
XAA112	V ASST FOOTBALL	V Asst. Football	Football	Varsity
XAH309	COORDINATOR TRACK/FIELD	Head Coordinator Track/Field	Track	HS
XAA222	VARSITY ASST WRESTLING	Varsity Asst. Wrestling	Wrestling	Varsity
	Range VII			
XAF110	1ST ASST V FOOTBALL	First Asst. Football	Football	HS
XAH217	HEAD SWIMMING/DIVING	Head Swimming/Diving	Swimming/Diving	HS
XAN101	ASST ATHLETIC TRAINER	Asst. Athletic Trainer	Trainer	HS
	Range VIII			
XAH201	HEAD BOYS BASKETBALL	Head Boys Basketball	Basketball	Varsity
XAH209	HEAD GIRLS BASKETBALL	Head Girls Basketball	Basketball	Varsity
XAH221	HEAD WRESTLING	Head Wrestling	Wrestling	Varsity
	Range IX			
XAH109	V HEAD FOOTBALL	Head Football	Football	Varsity

*Ranges have been determined by the following:
Supervision Responsibility
Size of Activity
Time requirement
Skill Level
Safety Factors

APPENDIX “D”

ATHLETIC RANGE PLACEMENT

		I	II	III	IV	V	VI	VII	VIII	IX
1	0-1 YEARS	\$500	\$1500	\$2000	\$2500	\$3000	\$3500	\$4500	\$5500	\$6500
2	2-3 YEARS	\$500	\$1750	\$2250	\$2750	\$3250	\$3750	\$4750	\$5750	\$7000
3	4-5 YEARS	\$500	\$2000	\$2500	\$3000	\$3500	\$4000	\$5000	\$6000	\$7500
4	6-7 YEARS	\$500	\$2250	\$2750	\$3250	\$3750	\$4250	\$4250	\$6250	\$8000
5	8 YEARS	\$500	\$2500	\$3000	\$3500	\$4000	\$4500	\$5500	\$6500	\$8500
6	9-10 YEARS	\$500	\$2750	\$3250	\$3750	\$4250	\$4750	\$5750	\$6750	\$9000
7	11-12 YEARS	\$500	\$3000	\$3500	\$4000	\$4500	\$5000	\$6000	\$7000	\$9500
8	13-14 YEARS	\$500	\$3250	\$3750	\$4250	\$4750	\$4250	\$6250	\$7250	\$10000
9	15-16 YEARS	\$500	\$3500	\$4000	\$4500	\$5000	\$5500	\$6500	\$7500	\$10500
10	17 YEARS	\$500	\$3750	\$4250	\$4750	\$4250	\$5750	\$6750	\$7750	\$11000
11	18-19 YEARS	\$500	\$4000	\$4500	\$5000	\$5500	\$6000	\$7000	\$8000	\$11500
12	20-21 YEARS	\$500	\$4250	\$4750	\$4250	\$5750	\$6250	\$7250	\$8250	\$12000
13	22-23 YEARS	\$500	\$4500	\$5000	\$5500	\$6000	\$6500	\$7500	\$8500	\$12500
14	24-25 YEARS	\$500	\$4750	\$5250	\$5750	\$6250	\$6750	\$7750	\$8750	\$13000
15	26 PLUS YEARS	\$500	\$5000	\$5500	\$6000	\$6500	\$7000	\$8000	\$9000	\$13500

APPENDIX “E”

ACTIVITY CONTRACTS BY RANGE

Position Code	Position	Name Used in Last CVEA Contract	Activity	Position	Level	Activity Contract Range
RANGE 2						
XCN763	HS FRESHMAN CLASS ADVISOR	Freshman Advisor	Freshman	Advisor	HS	2
XCN762	HS FRESHMAN CLASS ADVISOR	Freshman Advisor	Freshman	Advisor	HS	2
XCN775	HS MUSICAL 2 ND ASSISTANT	New	Musical	Assistant	HS	2
XCN776	HS MUSICAL 2 ND ASSISTANT	HS Musical Rehearsal Accompanist	Musical	Assistant	HS	2
XCN756	HS ITO ADVISOR	ITO Advisor	ITO	Advisor	HS	2
XCN766	HS JUNIOR CLASS ADVISOR	Junior Class Advisor	Junior	Advisor	HS	2
XCN767	HS JUNIOR CLASS ADVISOR	Junior Class Advisor	Junior	Advisor	HS	2
XCN754	HS QUIZ BOWL/BRAINBUSTER ADVISOR	Quiz Bowl/Brainbuster Advisor	Quiz Bowl/Brain Buster	Advisor	HS	2
XCN777	HS SCIENCE OLYMPIAD ADVISOR	New	Science Olympiad	Advisor	HS	2
XCN764	HS SOPH CLASS ADVISOR	Sophomore Advisor	Sophomore	Advisor	HS	2
XCN765	HS SOPH CLASS ADVISOR	Sophomore Advisor	Sophomore	Advisor	HS	2
XCN757	HS TSA ADVISOR	Technology Student Association	TSA	Advisor	HS	2
RANGE 3						
XCA752	HS ASST VOC AG ADVISOR (FFA)	Assistant Vo Ag Advisor	FFA	Advisor	HS	3
XCN705	EV MUSICAL CHOREOGRAPHER	EV Musical Choreographer	Musical	Asst. Director	EV	3
XCN707	EV MUSICAL PRODUCER	EV Musical Producer	Musical	Producer	EV	3
XCN712	MV MUSICAL CHOREOGRAPHER	GH Musical Choreographer	Musical	Asst. Director	MV	3
XCN713	MV MUSICAL PRODUCER	GH Musical Producer	Musical	Producer	MV	3
XCH729	HS HEAD INDOOR DRILL (COLOR GUARD)	Head Indoor Drill (Color Guard)	Marching Band	Drill design	HS	3

XCN755	HS KEY CLUB ADVISOR	Key Club	Key Club	Advisor	HS	3
XCN747	HS NHS	NHS (National Honor Society)	NHS	Advisor	HS	3
XCN748	HS NHS	NHS (National Honor Society)	NHS	Advisor	HS	3
XCN778	EV SCIENCE COMP ADVISOR	New	Science Comp	Advisor	EV	3
XCN779	MV SCIENCE COMP ADVISOR	New	Science Comp	Advisor	MV	3
XCN768	HS SENIOR CLASS ADVISOR	Senior Class Advisor	Senior	Advisor	HS	3
XCN769	HS SENIOR CLASS ADVISOR	Senior Class Advisor	Senior	Advisor	HS	3
RANGE 4						
XCN741	HS DEBATE COACH	Debate/Speech Coach	Debate	Coach	HS	4
XCA701	EV ASST MUSICAL DIRECTOR	EV Assistant Musical Director	Musical	Asst. Director	EV	4
XCN708	EV BAND DIRECTOR	EV Band Director	Band	Director	EV	4
XCH709	EV CHORAL ADVISOR	EV Choral Director	Chorus	Director	EV	4
XCN710	EV ORCHESTRA 6TH (split 6th, 7th & 8th)	EV Musical Business Mgr.	Musical	Manager	EV	4
XCN711	EV ORCHESTRA 7TH & 8TH	EV Orchestra Director	Orchestra	Director	EV	4
XCN703	EV STUDENT COUCIL	EV Student Council	Student Council	Advisor	EV	4
XCN744	HS FBLA	FBLA	FBLA	Advisor	HS	4
XCN745	HS FBLA	FBLA	FBLA	Advisor	HS	4
XCN774	HS MUSICAL 2 ND ASSISTANT	Scenic Artist	Musical	Assistant	HS	4
XCA714	MV ASST MUSICAL DIRECTOR	GH Assistant Musical Director	Musical	Asst. Director	MV	4
XCN720	MV BAND DIRECTOR	GH Band Director	Band	Director	MV	4
XCN719	MV CHORUS DIRECTOR	GH Choral Director	Chorus	Director	MV	4
XCH771	EV MUSICAL BUSINESS MANAGER	New	Musical	Manager	EV	4
XCH770	MV MUSICAL BUSINESS MGR	GH Musical Business Mgr.	Musical	Manager	MV	4
XCN718	MV ORCHESTRA	GH Orchestra Director	Orchestra	Director	MV	4
XCN716	MV STUDENT COUCIL	GH Student Council	Student Council	Advisor	MV	4
XCN727	HS BAND DIRECTOR	HS Band Director (9th Grade Band)	Band	Director	HS	4

XCN743	HS FALL PLAY	HS Fall Play	Dramatics	Advisor	HS	4
XCN730	HS MUSICAL BUSINESS MGR	HS Musical Business Mgr.	Musical	Manager	HS	4
XCN736	HS MUSICAL CHOREOGRAPHER	HS MUSICAL CHOREOGRAPHER	Musical	Advisor	HS	4
XCN746	HS MOCK TRIAL	Mock Trial Advisor	Mock Trial	Advisor	HS	4
XCN749	HS STUDENT STORE ADVISOR	Student Store Advisor	Student Store	Advisor	HS	4
RANGE 5						
XCN739	HS CV EYE ADVISOR	CV-EYE Advisor	CV-Eye	Advisor	HS	5
XCH728	HS CONCERT BAND DIRECTOR	HS Concert Band Director	Concert Band	Director	HS	5
XCN742	HS DRAMA COACH BAREFOOT PLAYERS	HS Drama Barefoot Players	Dramatics	Barefoot	HS	5
XCN750	HS STUDENT COUCIL	Student Council	Student Council	Advisor	HS	5
XCH751	HS LEAD VOC AG ADVISOR (FFA)	Vo Ag Lead Advisor	FFA	Advisor	HS	5
XCN738	HS YEARBOOK ADVISOR	Yearbook Advisor	Yearbook	Advisor	HS	5
XCN753	HS YEARBOOK ADVISOR	Yearbook Advisor	Yearbook	Advisor	HS	5
RANGE 6						
XCH702	EV MUSICAL DIRECTOR	EV Musical Director	Musical	Director	EV	6
XCN706	EV YEARBOOK ADVISOR	EV Yearbook	Yearbook	Advisor	EV	6
XCH715	MV MUSICAL DIRECTOR	GH Musical Director	Musical	Director	MV	6
XCN717	MV YEARBOOK ADVISOR	GH Yearbook	Yearbook	Advisor	MV	6
XCN722	HS CONCERT BAND DIRECTOR (SYM WDS/9TH)	HS Concert Band Director	Band-Concert	Director	HS	6
XCA733	HS MUSICAL ASST DIRECTOR	HS MUSICAL ASST DIRECTOR	Musical	Asst. Director	HS	6
XCN781	HS MUSICAL 1 ST ASSISTANT	New	Musical	Assistant	HS	6
XCN772	HS MUSICAL 1 ST ASSISTANT	New	Musical	Assistant	HS	6
XCN773	HS MUSICAL 1 ST ASSISTANT	HS Props Manager	Musical	Assistant	HS	6
XCN759	HS JROTC COLOR GUARD ADVISOR	JROTC-Color Guard	JROTC	Advisor	HS	6
XCN780	HS JROTC DRILL TEAM	New	JROTC	Advisor	HS	6
XCN758	HS JROTC RAIDER TEAM COACH	JROTC-Raider Team	JROTC	Advisor	HS	6
XCN760	HS THON ADVISOR	THON	THON	Advisor	HS	6
XCN761	HS THON ADVISOR	THON	THON	Advisor	HS	6

RANGE 7						
XCN740	HS DANCE TEAM ADVISOR	Dance Team	Dance Team	Advisor	HS	7
XCN726	HS HEAD BAND GUARD	Head Band Guard	Marching Band	Head Guard	HS	7
XCN734	HS MUSICAL ORCHESTRA DIRECTOR	HS Musical Orchestra Director	Musical	Director	HS	7
XCN725	HS ORCHESTRA DIRECTOR	HS Orchestra Director	Orchestra	Director	HS	7
XCA724	HS VOC MUSIC ADVISOR (CHORUS)	HS Vocal Music Chorus	Chorus	Director	HS	7
XCN723	HS JAZZ BAND DIRECTOR	Jazz Band Director	Band-Jazz	Director	HS	7
RANGE 8						
RANGE 9						
XCA782	HS ASST MARCHING BAND DIRECTOR	HS Assistant Marching Band Director	Marching Band	Asst. Director	HS	9
XCN731	HS MUSICAL DRAMATICS (DIRECTOR/PRODUCER)	HS Musical Director	Musical	Director	HS	9
RANGE 10						
XCH721	HS MARCHING BAND DIRECTOR	Marching Band Director	Marching Band	Director	HS	10

APPENDIX "F"

ACTIVITY RANGE PLACEMENT

		I	II	III	IV	V	VI	VII	VIII	IX	X
1	0-1 YEARS	\$500	\$1000	\$1250	\$1500	\$2000	\$2500	\$3000	\$3500	\$4500	\$5000
2	2-3 YEARS	\$750	\$1250	\$1500	\$1750	\$2250	\$2750	\$3250	\$3750	\$4750	\$5250
3	4-5 YEARS	\$1000	\$1500	\$1750	\$2000	\$2500	\$3000	\$3500	\$4000	\$5250	\$5750
4	6-7 YEARS	\$1250	\$1750	\$2000	\$2250	\$2750	\$3250	\$3750	\$4250	\$5750	\$6250
5	8 YEARS	\$1500	\$2000	\$2250	\$2500	\$3000	\$3500	\$4000	\$4500	\$6250	\$6750
6	9-10 YEARS	\$1500	\$2250	\$2500	\$2750	\$3250	\$3750	\$4250	\$4750	\$6750	\$7250
7	11-12 YEARS	\$1500	\$2250	\$2750	\$3000	\$3500	\$4000	\$4500	\$5000	\$7250	\$7750
8	13-14 YEARS	\$1500	\$2250	\$3000	\$3500	\$3750	\$4250	\$4750	\$5250	\$7750	\$8250
9	15-16 YEARS	\$1500	\$2250	\$3000	\$3750	\$4000	\$4500	\$5000	\$5500	\$8250	\$8750
10	17 YEARS	\$1500	\$2250	\$3000	\$3750	\$4250	\$4750	\$5250	\$5750	\$8750	\$9250
11	18-19 YEARS	\$1500	\$2250	\$3000	\$3750	\$4500	\$5000	\$5500	\$6000	\$9250	\$9750
12	20-21 YEARS	\$1500	\$2250	\$3000	\$3750	\$4500	\$5250	\$5750	\$6250	\$9750	\$10250
13	22-23 YEARS	\$1500	\$2250	\$3000	\$3750	\$4500	\$5250	\$6000	\$6500	\$10250	\$10750
14	24-25 YEARS	\$1500	\$2250	\$3000	\$3750	\$4500	\$5250	\$6000	\$6750	\$10750	\$11250
15	26 PLUS YEARS	\$1500	\$2250	\$3000	\$3750	\$4500	\$5250	\$6000	\$7000	\$11250	\$11750

APPENDIX “G” – BENEFITS

CVSD PROFESSIONAL / PROPOSED DENTAL PLAN JANUARY 1, 2023

CVSD DENTAL PLAN	PROPOSED PLAN	
Summary of Benefits	In-Network	Non-Network
Deductible	None	None
Preventive & Diagnostic Claims Excluded from Calendar Year Program Maximum	Yes	Yes
Calendar Year Program Maximum (Per member) January 1—December 31	\$1,200	\$1,200
Class I — Diagnostic & Preventive Services (exams, cleanings, x-rays, sealants)	100%	100%
Class II — Basic Services (fillings, simple tooth extractions, denture repair & relining, endodontics, periodontics)	100%	100%
Class III— Major Services (crowns, inlays, onlays, prosthodontics)	60%	60%
Class IV — Orthodontia	Not Covered	Not Covered

**CVSD PROFESSIONAL / PROPOSED VISION PLAN
JANUARY 1, 2023**

CVSD VISION PLAN	PROPOSED PLAN	
Summary of Benefits	In-Network	Out-of-Network
Exam Frequency	Once every 12 months	
Examination	100%	\$32 Reimbursement
Frame Frequency	Once every 12 months	
Frames	♦ Up to \$200 retail allowance (plus 20% off the amount over the allowance)	♦ Up to \$40 retail allowance
Lens Frequency	Once every 12 months	
Lenses (single vision, bifocal, trifocal, lenticular)	Standard Glass or Plastic — 100%	Single Vision—\$25 Reimbursement Bifocal—\$36 Reimbursement Trifocal—\$46 Reimbursement Lenticular—\$72 Reimbursement
♦ Progressive Lenses ♦ Standard ♦ Premium ♦ All Other	♦ \$65 copay ♦ \$105 copay ♦ Not Covered	Not Covered

CVSD PROFESSIONAL / PROPOSED VISION PLAN
JANUARY 1, 2023
CONTINUED

CVSD VISION PLAN	PROPOSED PLAN	
Summary of Benefits	In-Network	Out-of-Network
Contact Lenses & Fitting Frequency	Once every 12 months	
Contact Lenses	In lieu of lenses and frames: ♦ Collection Contact Lenses—Included ♦ Up to \$175 Retail Allowance	♦ Up to \$110 retail allowance
Contact Lens Fitting ♦ Daily Wear, Extended Wear & Specialty	♦ Covered in Full	Daily Wear—\$20 Reimbursement Extended Wear—\$30 Reimbursement
Contact Lenses ♦ Medically Required	♦ Included w/prior approval	♦ Up to \$250 retail allowance

**CVSD PROFESSIONAL / PROPOSED HRA/PPO MEDICAL/RX PLAN
JANUARY 1, 2023**

HRA PPO	Participating Provider	Non-Participating Provider
Deductible (does not include HRA funding)	\$1,000 per member \$2,000 per family	\$1,000 per member \$2,000 per family
Coinsurance	No member coinsurance	20% coinsurance
Out-of-Pocket Limit/Coinsurance (does not include deductible or coinsurance)	NA	\$1,000 per member \$2,000 per family
Total Out-of-Pocket Maximum (includes deductible, coinsurance and copays)	\$6,850 per member \$13,700 per family	NA
Primary Care Office Visit	\$15 copayment per visit	20% coinsurance after deductible
Specialist Office Visit	\$15 copayment per visit	20% coinsurance after deductible
Diagnostic Services	No charge after deductible	20% coinsurance after deductible
Preventive Care Services	No charge, waived deductible	20% coinsurance after deductible
Inpatient Hospital	No charge after deductible	20% coinsurance after deductible
Outpatient Hospital	No charge after deductible	20% coinsurance after deductible
Urgent Care Center	\$35 copayment per visit	20% coinsurance after deductible
Emergency Room	\$100 copayment per visit, waived if admitted	

In-Network Retail Pharmacy (up to a 31 day supply) Generic — \$5 copayment Brand Preferred—\$20 copayment Brand Nonpreferred — \$30 copayment
In-Network Home Delivery (up to a 90 day supply) Generic — \$10 copayment Brand Preferred—\$30 copayment Brand Nonpreferred — \$45 copayment
In-Network Specialty Pharmacy (up to a 30 day supply) Generic — \$5 copayment Brand Preferred—\$20 copayment Brand Nonpreferred — \$30 copayment

**CVSD PROFESSIONAL / PROPOSED QHDHP MEDICAL PLAN
JANUARY 1, 2023**

HSA QHDHP	Participating Provider	Non-Participating Provider
Deductible (does not include HSA funding)	\$2,000 per member \$4,000 per family	
Coinsurance	No member coinsurance	20% coinsurance
Out-of-Pocket Limit/Coinsurance (does not include deductible or coinsurance)	NA	\$2,000 per member \$4,000 per family
Total Out-of-Pocket Maximum (includes deductible & coinsurance)	\$2,000 per member \$4,000 per family	NA
Primary Care Office Visit	No charge after deductible	20% coinsurance after deductible
Specialist Office Visit	No charge after deductible	20% coinsurance after deductible
Diagnostic Services	No charge after deductible	20% coinsurance after deductible
Preventive Care Services	No charge, waived deductible	20% coinsurance after deductible
Inpatient Hospital	No charge after deductible	20% coinsurance after deductible
Outpatient Hospital	No charge after deductible	20% coinsurance after deductible
Urgent Care Center	No charge after deductible	20% coinsurance after deductible
Emergency Room	No charge after deductible	

In-Network Retail Pharmacy (up to a 31 day supply) No charge after deductible
In-Network Home Delivery (up to a 90 day supply) No charge after deductible
In-Network Specialty Pharmacy (up to a 30 day supply) No charge after deductible

APPENDIX "H" – CERTIFICATE FOR CVVA REMOTE TEACHING

ACKNOWLEDGEMENT AND CERTIFICATION FOR CVVA REMOTE TEACHING

I, _____, hereby acknowledge, and affirm that I have reviewed the Memorandum of Understanding ("Agreement") between the Cumberland Valley School District ("Employer") and the Cumberland Valley Education Association ("Association") addressing the terms and conditions of assignment to instruction of students within the Cumberland Valley Virtual Academy ("CVVA") and that I understand and can fulling the expectations of said assignment.

In relation to my election to perform this assignment remotely, I further acknowledge and certify the following:

1. I have a remote work location available for the performance of the duties of this assignment which will enable me to satisfy the terms and conditions of the MOU, including but not limited to, the provision of reliable internet connectivity, a workspace free of ongoing and/or substantial disruption, and the ability to all times be able to report to the Cumberland Valley School District within one and a half hours in the event of a connectivity or other problem arising during instruction.
2. I am able to work within the remote work location in a fashion that is free from disruption or other duties unrelated to the performance of my teaching duties and will be able to perform those duties from my remote work location in the same manner, and with the same degree of attention and consistency as I would if performing said duties on site within the Cumberland Valley School District.
3. I am able to comply with all other terms and conditions outlined in the Agreement referenced above and have reviewed those terms and conditions in their entirety.

My Remote Work Location and relevant contact information is as follows:

Description of Workspace (i.e. home office):

Address:

Contact Information (email and phone):

Internet Service Provider:

Date: _____

Employee: _____

MEMORANDUM OF UNDERSTANDING – CLASS SIZE

SUBJECT: CLASS SIZE

DATE: June 6, 2005

The Administration will, upon request, provide to the Association President information regarding actual District class sizes based on enrollment on the first, third and tenth student day of the fall semester for elementary, middle school and high school classes, and will also, upon request, provide actual high school class sizes based on enrollment on the first, third and tenth student day of the Spring semester.

This Memorandum of Understanding is not part of the Collective Bargaining Agreement and is not subject to the grievance procedure or to arbitration.

**MEMORANDUM OF UNDERSTANDING – DUAL ENROLLMENT
BETWEEN
CUMBERLAND VALLEY SCHOOL DISTRICT
AND
CUMBERLAND VALLEY EDUCATION ASSOCIATION**

WHEREAS, the District and Association are currently parties to a Collective Bargaining Agreement (“CBA”) covering the period July 1, 2018 through June 30, 2021 which was extended by Amendment and Extension from July 1, 2022 through June 30, 2026; and

WHEREAS, the District desires to continue providing educational opportunities to CV students through Dual Enrollment courses as a result of articulation agreements with various institutions of higher learning; and

WHEREAS, the Association supports providing such educational opportunities to CV students through such articulation agreements; and

WHEREAS, the qualifications necessary for bargaining unit members of CVEA to serve as adjunct professors for these courses is at the discretion of the institution of higher education with which the District has articulation agreements and therefore bargaining unit members cannot be unilaterally assigned to serve as the instructor in these Dual Enrollment courses; and

WHEREAS, both the Association and the District believe it is in the best interests of CV students to be taught by CVEA bargaining unit members therefore facilitating the desire to confirm how this mutual goal shall be accomplished; and

NOW, THEREFORE, it is hereby understood and agreed between the parties as follows:

1. *Dual Enrollment Course Offerings*: In addition to the high school continuing to offer the Emergency Medical Services Program through HACC, additional dual enrollment offerings will be continued through articulation agreements with HACC, Central Penn College and Harrisburg University.

If at any time the District’s articulation agreements expand beyond these listed institutions, the District shall provide advance notice to the CVEA President along with specifics regarding the course offering(s).

2. *Scheduling*: Scheduling of Dual Enrollment classes shall be on a “one-for-one” basis.
 - a. One period of instruction for a Dual Enrollment course will equal one period of instruction in the high school schedule. Teachers are expected to deliver

instruction four (4) of the five (5) days, with a study hall to occur on the fifth (5th) day. The day of the study hall shall be scheduled at the discretion of the teacher.

- b. All other contractual obligations relative to planning time, working hours, etc. that exist as part of the CBA must also be adhered to when scheduling teachers for Dual Enrollment courses.
 - c. Any Dual Enrollment course that is more or less than three (3) college credits (such as Physical Education or a four (4) credit Science Course Lab) will be prorated when establishing the teacher's schedule.
3. *Posting of Dual Enrollment Course Offerings:* Since opportunities to teach Dual Enrollment courses are not the same as a position vacancy, the following requirements will apply in lieu of the agreed upon language regarding vacancies found in Article III of the CBA.
- a. Postings for Dual Enrollment courses, including the course to be taught and the college or university requirements to serve as an adjunct professor, shall be posted internally. When the Dual Enrollment course offerings are open for application, all bargaining unit members shall be alerted via email of their posting.
 - b. Every attempt shall be made to allow no less than four (4) weeks' notice of the Dual Enrollment courses in order to allow interested staff members time to submit their credentials to the college or university in order to obtain approval to serve as an adjunct. Under no circumstances shall the notice period be less than two (2) weeks. Teachers who are pursuing such request for approval shall provide notice to the High School Principal of his/her interest to teach said Dual Enrollment course(s) and shall follow up regarding whether or not the college/university has approved their application.
 - c. The parties recognize that the District has no control over the college or universities decision to approve individual employees as adjunct professors.
4. *Subcontracting:* Only in the event there are no qualified (as defined by certification or by the post-secondary institution) or interested bargaining unit members to teach a course that has been properly advertised as stated above, may the District allow a non-bargaining unit member provided by the college or university to teach said Dual Enrollment courses. Post-secondary institution qualifications shall be provided to the Association in advance.

5. *Supplanting of Bargaining Unit Work*: The District and the Association agree that no bargaining unit members will be demoted, furloughed or non-renewed as a result of articulation agreements resulting in Dual Enrollment course offerings. The District's intent is not to supplant bargaining unit work borne by the Association.
6. *Dispute Resolution*: This Memorandum of Understanding shall be considered a supplement to the CBA. Accordingly, any disagreement over the interpretation or application of this Memorandum of Understanding shall be subject to the Grievance Procedure as outlined in the CBA.

IN WITNESS WHEREBY, the parties have caused the execution hereof by their authorized officers.

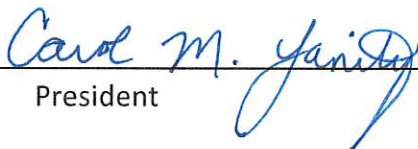
CUMBERLAND VALLEY SCHOOL DISTRICT

By: 
President, Board of School Directors

Attest:


Secretary

CUMBERLAND VALLEY EDUCATION ASSOCIATION

By: 
President

Attest:


Secretary