

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA LABOR RELATIONS BOARD**

IN THE MATTER OF THE FACT FINDING BETWEEN

DALLASTOWN AREA EDUCATION ASSOCIATION, PSEA/NEA	:	
	:	
and	:	FACT FINDING REPORT
	:	CASE NO. ACT 88-20-2-E
	:	
DALLASTOWN AREA SCHOOL DISTRICT	:	
	:	

HEARING: April 27, 2022
Virtual Hearing

FACT FINDER: John M. Skonier, Esq.

FOR THE ASSOCIATION:

Ms. Stephanie Cramer
Uni-Serv Representative

FOR THE DISTRICT:

Jeffrey T. Sultanik, Esq.
District Labor Counsel

Procedural History

Pursuant to Act 88 of 1992 (Act 88) and the Public Employee Relations Act, Act 195 of 1970 (PERA), notice was received by the Pennsylvania Labor Relations Board (PLRB) from the Bureau of Mediation that no agreement had been reached between the Dallastown Education Association, PSEA-NEA (hereinafter Association) and the Dallastown School District (hereinafter District). By letter dated April 8, 2022, the PLRB appointed the undersigned to act as a fact finder, vested with the authority set forth above. Subsequent to such notice, the parties were duly notified and a hearing was held virtually on the Zoom platform on April 27, 2022, at which time both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses, and introduce documentary evidence in support of their respective positions. The matter is now ready for issuance of the subject Report.

The instant impasse involves unresolved issues with various sub-issues. This Report contains "recommendations" for these issues which constitute the settlement proposal upon which the parties are now required to act, as directed by statute and PLRB regulations. Pursuant to statutory authority, this Report will be released to the public if not accepted. A vote to accept the Report does not constitute agreement with or endorsement of the rationales, but rather represents only an agreement to resolve the issues by adopting the recommendations. The parties are directed to review the Report and, within ten days of its issuance, notify the PLRB of their decision to accept or reject the recommendations.

RECOMMENDATIONS

ARTICLE 17, TERM OF AGREEMENT

Current contractual language:

This Agreement shall be effective, July 1, 2020 and continue in effect until June 30, 2022 and shall supersede the preceding Agreement.

Recommendation:

To achieve the salary schedules explained below, a four-year term is necessary. As such, the recommendation for the term of the collective bargaining agreement is as follows:

Amend Article 17, Term of Agreement, to read as follows:

This Agreement shall be effective July 1, 2022, and continue in effect until June 30, 2026, and shall supersede the preceding Agreement.

ARTICLE 4, WORK YEAR, SECTION A, 1.

Current contractual language:

- A. 1. The normal work year shall not exceed 193 days of service, of which 182 shall be student days. No more than the equivalent of one (1) day shall be used as service-in-kind. Of the 182 student days, two (2) days may be maintained as student instruction or changed to in- service or workshop time.

Recommendation:

Amend Article 4, Section A. 1., Work Year, to read as follows:

The normal work year shall not exceed 192 days of service, of which 182 shall be student days. No more than the equivalent of one (1) day shall be used as service-in-kind. Of the 182 student days, two (2) days may be maintained as student instruction or changed to in-service or workshop time.

ARTICLE 4, WORK YEAR, SECTION A, 5.

Current contractual language:

One-half (1/2) clerical days of in-service will be guaranteed for the last days of each trimester, with the exception of the following: If school is cancelled within 5 school days before the end of each trimester, District Administration may or may not elect to have the end of the trimester coincide with the clerical day.

Recommendation:

Amend Article 4, Section A. 5., Work Year, to read as follows:

One-half (1/2) clerical days of in-service will be guaranteed for the last days of each trimester, with the exception of the following: If school is cancelled within 5 school days before the end of each trimester, District Administration may or may not elect to have the end of the trimester coincide with the clerical day. These clerical days may be remote upon the written request of the employee and approval by the building administration, which will not be unreasonably withheld.

ARTICLE 4, WORK YEAR, SECTION C. (NEW)

Student Early Release Days for Teacher-Initiated Professional Development

No current contract language, new new language, proposed by the Association.

Recommendation:

New Language:

Effective July 1, 2022, and each year thereafter, four (4) one-half days will be utilized in the spirit of continued professional growth during each year of the term of this Contract to focus on teacher collaboration and teacher-initiated professional development, subject to District Administration approval. These half-days will be published on the official District calendar so that parents, students, and District personnel can plan for these events. These days will include a 30-minute lunch. It is understood that this provision will

sunset as of June 29, 2026, and will not be deemed status quo for the purposes of a successor Contract.

ARTICLE 4, WORK YEAR, SECTION F. (NEW)
Teacher Induction Program

New Language, proposed by Association:

Teachers newly hired to the district who have not completed a Pennsylvania Department of Education (PDE) approved induction plan will be required to complete the Dallastown Area School District Induction Plan that is PDE approved. The plan includes two (2) additional work days for a total of 195 days and four (4) additional two (2) hour sessions at times to be determined by the Administration. At the completion of the Induction Plan, the District will deposit a one-time stipend of \$1,000 into the employee's 403 (b) no later than June 30 of that school year. Any teacher assigned to mentor a newly hired professional employee will be paid a one-time cash stipend of \$1,350.00 at the completion of the contractual year.

Recommendation:

Any teacher assigned to mentor a newly hired professional employee will be paid a one-time cash stipend of \$1,350.00 at the completion of the contractual year. There shall be no stipend for a mentee.

ARTICLE 5, WORKDAY, SECTION D. 1. b.
(NEW - moved from Article 15, Miscellaneous Provisions E. Unassigned Preparation Time 1. Grade Level b.)

Secondary teachers--during the student school day, a minimum of 250 minutes per week will be provided. Efforts will be made by the administration to program this on a one period per day basis.

Recommendation:

No change to existing contract language.

ARTICLE 5, WORKDAY, D. 2.

(NEW - moved from Article 15. Miscellaneous Provisions E. Unassigned Preparation Time 2. Use of Unassigned Time)

Current contractual language:

... Administrative assignment during unassigned time shall be reimbursed at the rate of \$21.50/hr. for teaching and \$19.50/hr. for monitoring.

Recommendation:

The reimbursement rate will be subject to the revised rates set forth in Appendix B, *infra*.

ARTICLE 5, WORKDAY, E. Split Classes Coverage for Elementary or Intermediate School Bargaining Unit Members

There is no existing contractual language.

Recommendation:

Divided Classroom

In the event that elementary or intermediate school Bargaining Unit Members are utilized when no substitute is available, the elementary or intermediate school Bargaining Unit Member absorbing split class of six (6) or more students will receive \$20.00 in addition to their per diem rate for that workday.

The Association position to limit the number of preparations is rejected.

ARTICLE 5, WORKDAY, K., CLASS SIZE PROPOSED BY ASSOCIATION

There is no existing contractual language.

Recommendation:

No change to existing contract language.

ARTICLE 7, LEAVES OF ABSENCE, A. 1., ACCUMULATED SICK LEAVE DAYS

Current contractual language:

On the opening of the school term, full-time employees will be credited with a ten (10) day sick leave allowance. The unused portions of such allowance shall accumulate from year to year. Full-time employees must physically work at least one full day in the new school year before leave is available

Recommendation:

No change to existing contract language.

ARTICLE 7, LEAVES OF ABSENCE, A. 2., ELIGIBILITY FOR SICK LEAVE PAY

Current contractual language:

Sick days shall be used for the employee's own illness or disability. Up to ten (10) sick days per year may be used to care for a member of the employee's immediate family and/or an individual who resides in the employee's household who is ill and requires the employee's intervention.

Sick days shall not be used for routine medical appointments and examinations.

Recommendation:

Routine medical appointments should be scheduled prior to or after the teacher workday to the extent possible.

ARTICLE 7, LEAVES OF ABSENCE, A. 5., SICK LEAVE BANK

Current contractual language:

A sick leave bank for serious long-term disabilities for bargaining unit members who elect to participate is provided as outlined in the Agreement established July 25, 1983 between the Association and the District. Copies of this Agreement are available from the Association or the Human Resources Office.

Recommendation:

Existing sick leave bank to be eliminated effective as of the close of business on June 30, 2023. The sick leave bank will be replaced with a short-term disability contract that would be selected jointly by the District Administration and the Association. A short-term disability contract will be employee-funded. Those Bargaining Unit Members who donated days to the existing sick leave bank would receive and distributed in their paid time off accounts for use effective as of July 1, 2023. As of the time of the issuance of this Fact Finder's Recommendation, there are approximately 600 days in the sick leave bank. These days will be returned to the donating currently employed Bargaining Unit Members' accumulated sick leave accrual.

The sick leave bank will be replaced by a voluntary short-term/long-term disability program addressed hereafter.

ARTICLE 7, LEAVES OF ABSENCE, (NEW) C. EXTENDED CHILDREARING LEAVE

No current contractual language.

Recommendation:

Effective for all childrearing leaves commencing on or after July 1, 2022, the employee shall be granted up to 24 weeks of uncompensated leave for childrearing leave for a newborn baby/infant less than one year old or a newly adopted child provided that the said spouses shall not be granted such leave by the district during the same year. Application for the childrearing leave shall be made to the Superintendent not later than sixty (60) calendar days prior to the beginning of the leave. This requirement may be waived at the sole discretion of the Superintendent. Employees on approved childrearing leave may return upon the termination of the requested leave to the former position or a reasonable equivalent provided said employee notifies the Superintendent in writing at least sixty (60) calendar days prior to the intended date of return as to their intent to return which should occur as close to a marking period as possible.

ARTICLE 7, LEAVES OF ABSENCE, C. BEREAVEMENT LEAVE 1

Current contractual language:

Up to four (4) days, without deduction of pay, may be provided in case of death in the immediate family. Members of the immediate family shall be defined as: father, mother, brother, sister, son, daughter, grandson, granddaughter, spouse, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his/her home. Step and foster relationships may be included in the definition of immediate family member.

Recommendation:

No change to existing contract language.

ARTICLE 7, LEAVES OF ABSENCE, E. PERSONAL LEAVE DAYS 1., 3rd PARAGRAPH

Current contractual language:

At the conclusion of each school year, any employee who has in excess of four (4) unused personal leave days remaining in his/her account shall be paid only for their days in excess of four (4) personal leave days at the rate of \$215 per day. In the event an employee resigns or retires from the District, said employee shall be paid for any and all unused personal leave days remaining in his/her account at the applicable rate set forth above.

Recommendation:

Effective July 1, 2022, at the conclusion of each school year, any employee who has in excess of four (4) unused personal leave days remaining in his/her account shall be paid only for their days in excess of four (4) personal leave days at 50% of the employee's per diem rate until June 30, 2025, and 75% of the employee's per diem rate as of July 1, 2025, as a non-elective employer contribution into a 403(b) tax sheltered annuity account by July 31 of each applicable year.

ARTICLE 7, LEAVES OF ABSENCE, H. (NEW) SABBATICAL LEAVE (Proposed by Association)

No current contractual language.

Recommendation:

No change to contract.

ARTICLE 10, RETIREMENT PROVISIONS, A. RETIREMENT WITH SEPARATION PAY, FIRST PARAGRAPH

Current contractual language:

Employees shall be eligible for retirement separation pay. Employees retiring shall receive separation pay based upon the total days of unused sick leave accumulated while in the employ of the Dallastown Area School District and/or its reorganized district based upon the following conditions:

Recommendation:

No change to existing contract language.

ARTICLE 10, RETIREMENT PROVISIONS, A. RETIREMENT WITH SEPARATION PAY, 2.

Current contractual language:

Normal retirement as provided by the Pennsylvania Public School Employees' Retirement System.

Recommendation:

Amount stipulated per day times unused personal days. A base pay of 50% of the employee's per diem rate effective July 1, 2022, through June 30, 2025, and a base pay of 75% of the employee's per diem rate effective July 1, 2025, as a non-elective employer contribution into a 403(b) tax sheltered annuity account (Number of days X 50% or 75% of the employer's per diem rate, depending upon the effective date.)

ARTICLE 10, RETIREMENT PROVISIONS, A., RETIREMENT WITH SEPARATION PAY, 3.

Current contractual language:

In the event an employee retires with twenty (20) years of credited service in the PSERS retirement system, but less than superannuation retirement, as set forth by the Pennsylvania Public School Employees' Retirement System, said employee shall receive \$37.50 per day, less legally required withholdings.

Recommendation:

No change to existing contract language.

ARTICLE 11, COMPENSATION GUIDELINES, A., UNSATISFACTORY RATING

Current contractual language:

During the term of this Agreement, any employee who receives an unsatisfactory rating for a prior year will not be eligible for movement on the salary scale, either lateral or step in the immediate year that follows. The parties acknowledge that the District does not have the SPP scores until PDE releases them and after annual increases are awarded. Salary adjustments will be made retroactively if the final evaluation should change.

Recommendation:

No change to existing contract language.

ARTICLE 11, COMPENSATION GUIDELINES, D. TUITION REIMBURSEMENT AND HORIZONTAL SALARY MOVEMENT, 5TH PARAGRAPH

Current contractual language:

Employees shall be entitled to receive reimbursement for the cost of graduate credits completed toward and beyond a Master's Degree in accordance with the provisions set forth herein or with preapproval by the Superintendent, or designee.

Recommendation:

No change to existing contract language.

ARTICLE 11, COMPENSATION GUIDELINES, D. TUITION REIMBURSEMENT AND HORIZONTAL SALARY MOVEMENT, 6TH PARAGRAPH

Current contractual language:

The District will reimburse the employee at 100% of the established Millersville University graduate student rate. Reimbursement will include tuition and fees only. The maximum rate of reimbursement for fees is \$141.75 per credit. The District shall not reimburse any additional fees, including credit card processing fees, taxes or any costs related to books.

Recommendation:

No change to existing contract language.

ARTICLE 11, COMPENSATION GUIDELINES, D. TUITION REIMBURSEMENT AND HORIZONTAL SALARY MOVEMENT, 11TH PARAGRAPH

Current contractual language:

Employees may be eligible for salary adjustments equal to one column movement every two years as a result of earning credits provided they complete and submit the Salary Adjustment Request Form and official grade reports to Human Resources no later than Sept. 30. Employees who submit the necessary paperwork by Sept. 30 of any given year will receive the salary adjustment retroactive to the beginning of that school year. Any Salary Adjustment Request Forms submitted after September 30th, will not be processed for column movement until the following school year.

Recommendation:

No change to existing contract language.

ARTICLE 13, EMPLOYEE BENEFIT PROGRAM, C. EMPLOYER COSTS FOR HEALTH BENEFITS

Current contractual language:

The District shall make the following options available to each employee and

their eligible dependents:

Effective through June 30, 2021:

1. PPO 1 (low deductible health insurance plan). The premium share of PPO 1 for the employee and/or eligible dependents will be as follows:

Year	Employee Premium Rate
2020-2021	15%

The actual dollar amount of the appropriate premium will be based upon the employee’s election of single, employee + spouse, employee + child(ren), or family coverage; or

2. PPO 2 (high deductible health insurance plan). The premium share of PPO 2 for the employee and/or eligible dependents will be as follows:

Year	Employee Premium Rate
2020-2021	4%

The actual dollar amount of the appropriate premium will be based upon the employee’s election of single, employee + spouse, employee + child(ren), or family coverage.

Effective July 1, 2021:

	Deductible	Co-Insurance	Employee Premium Rate
PPO Core	\$750/1500	10%	4%
PPO Buy-Up	\$750/1500	0%	8%

The actual dollar amount of the appropriate premium will be based upon the employee’s election of single, employee + spouse, employee + child(ren), or family coverage.

Recommendation:

Year 1

Existing contract language

Year 2

Increase 1% on the core plan (from 4% to 5%)

Increase 1% on the buy-up plan (from 8% to 9%)

Office visits and consultations (both plans)

Increase from \$15 (plus)/\$30 (select) to \$20/\$35

Specialist visits (both plans)

Increase from \$20 (plus)/\$40 (select) to \$30/\$60

Urgent care (both plans)

Increase from \$40 (plus)/\$80 (select) to \$75/\$125

Emergency room (both plans)

Increase from \$100 to \$200

Year 3

Increase 1% on the core plan (from 5% to 6%)

Increase 1% on the buy-up plan (from 9% to 10%)

Year 4

Increase 1% on the core plan (from 6% to 7%)

Increase 1% on the buy-up plan (from 10% to 11%)

ARTICLE 13, EMPLOYEE BENEFIT PROGRAM, G. HEALTH INSURANCE UPON RETIREMENT

Current contractual language:

Retired and or retiring employees who retire with a minimum of twenty (20) years of service in PA public education (as verified through PSERS) and who do not have the availability of health insurance coverage through other employment may choose to participate in either PPO 1 (the low deductible) or PPO 2 (the high deductible) insurance program. through June 30, 2021. Effective July 1, 2021, retired or retiring employees shall choose between the PPO Core Plan or PPO Buy-Up Plan.

Through June 30, 2021, if the retiree chooses to participate in PPO 1, the retiree will pay 100% of the premium share. If the retiree chooses to participate in PPO 2, the retiree will pay the following:

Year	Retiree Premium/Month
2020-2021	\$250

Effective July 1, 2021, retired employees shall pay \$250/month for selected health care coverage of either the PPO Core Plan or the PPO Buy-Up Plan.

Retirees or spouses of retirees who have offer of coverage through other employment will not be eligible for coverage through Dallastown Area School District as per school code. An affidavit or proof of medical coverage must be provided to the Human Resources Department.

Any retiree who would like to continue eligible spouse or dependent coverage may do so by paying 100% of the premium for such dependent(s) coverage.

Employees who retired prior to July 1, 2015, who participated in the District plan and received the District contribution shall be entitled to the existing contribution rate established prior to June 30, 2015. This entitlement shall be grandfathered until the retiree becomes eligible for Medicare or otherwise chooses not to participate in the District plan.

These provisions shall also apply to employees who retire with disability retirement guaranteed by PSERS.

No retiree shall be eligible to receive the employer contribution for more than ten (10) years.

Retirees who waive their benefits will not be eligible to re-enroll in a district health insurance plan unless they can provide proof of one or more of the following qualifying events:

- an event that changes the employee's marital status, including the following: marriage, legal separation, annulment, or divorce or the death of his/her spouse;
- an event that changes the number of the employee's dependents, including the following: birth, death, adoption, or placement for adoption;
- any of the following events that change the employment status of the employee, spouse, or dependent: a termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, or a change in worksite;
- a change in eligibility to be covered by a benefit plan due to a change in employment status of the employee, spouse, or dependent, including a change between full-time and part-time status or a change between salaried and hourly status;
- an event that causes the employee's dependent to satisfy or cease to satisfy eligibility requirements for coverage on account of attainment of age, student status, or any similar circumstance;
- a change in the place of residence of the employee, spouse, or dependent.

In these instances the retiree must provide re-enrollment qualification documentation within thirty (30) days of the qualifying event.

Recommendation:

Year 1

Existing contract language

Year 2

Retired or retiring employees who retire with a minimum of 20 years of Dallastown Area School District service as a professional employee who are superannuated as verified by PSERS and who do not have the availability of health insurance coverage through other employment may choose to participate in buy-up plan or core health plan. In the event the retiree chooses to participate in buy-up plan, the retiree will pay the difference between the imputed premium share cost paid by the employee for the core health plan and the imputed premium share cost for the buy-up plan. If the retiree chooses to participate in core health plan, the retiree will pay 30% of the premium share for the retiree healthcare coverage in the 2023-2024 school year; 40% of the premium share for the retiree healthcare coverage in the 2024-2025 school year; and 50% of the premium share for the retiree healthcare coverage in the 2025-2026 school year and each school year thereafter for a total period not to exceed 8 years.

It is understood that if a retiree retires during the 2023-2024 school year, they would be required to pay 30% of the premium share for the retiree healthcare coverage elected on the core plan with the additional sums of money for the buy-up plan for the remainder of the 8 years of receiving this benefit. In the event a Bargaining Unit Member retires in the 2024-2025 school year, the Bargaining Unit Member would be required to pay 40% of the premium share for the retiree healthcare coverage elected on the core plan with the additional sums of money for the buy-up plan for the remainder of the 8 years of receiving this benefit.

Year 3 and Beyond

Same as Year 2 with the exception of the imputed premium shares for the buy-up and core plan costs.

The initiation of these retiree health benefit changes are contingent upon the District implementing these modifications for all other employees of the District eligible for retiree healthcare benefits excepting, however, those

individuals covered by binding contractual commitments, such as the Act 93 Compensation Plan and Contracts for elected and senior administrative positions in the District that are tied to the Act 93 Compensation Plan.

ARTICLE 13, EMPLOYEE BENEFIT PROGRAM, J. VISION BENEFITS

Current contractual language:

Each full-time employee shall be reimbursed up to a maximum of \$100 for vision expenses in any one year after the employee has expended \$50 for a reimbursable expense (examination, prescription frames and lenses). The payment shall begin with the 51st dollar. Part-time employees shall be reimbursed a percentage equal to their work schedule up to a maximum of \$100 beginning with the 51st dollar. Actual expenses for vision services for the employee are the only costs that qualify for reimbursement (dependent expenses do not qualify). The \$100 annual maximum is incremental and represents the total amount of reimbursement that can be paid to an employee in any fiscal year.

Recommendation:

Effective July 1, 2023, the District will implement the PSEA Health and Welfare Vision Plan that will not exceed the District's contribution rate of \$3.95 per month per eligible employee for the balance of the term of the Collective Bargaining Agreement. District employees will absorb the total cost of paying for dependent coverage pursuant to this new Health and Welfare Vision Plan. Effective July 1, 2023, the District's medical reimbursement plan outlined in the existing Contract will cease any force and effect.

ARTICLE 13, EMPLOYEE BENEFIT PROGRAM, N. FLEXIBLE SPENDING ACCOUNTS

Current contractual language:

The District offers a Flexible Spending Account which permits full and part-time employees to use pre-tax dollars to fund certain benefit costs like dependent daycare, unreimbursed medical and dental expenses, and voluntary benefits. The employer will be responsible for filing the appropriate forms with the IRS annually for all employees participating in

the Section 125 Flexible Spending Account. Any change in status relative to an employee's Flexible Spending Account must be completed by December 1st for changes to be effective for the next tax year. It is understood that said dollars inserted in this plan must be used by the end of the calendar year and unused amounts will not be returned to the employee.

Recommendation:

Add:

The flexible spending account and the dependent credit benefit program will be administered by a contractor selected by the District in compliance with the Internal Revenue Service rules and regulations governing such arrangements and the District shall continue to supplement its Section 125 plan to permit employer contributions into a flexible spending account on a pretax basis and further agrees to provide in accordance with the IRS regulations a rollover option for flexible spending account for qualifying unreimbursed medical expenses.

ARTICLE 13, EMPLOYEE BENEFIT PROGRAM, O. DISABILITY INSURANCE - VOLUNTARY BENEFITS (New - Proposed by Association)

Current contractual language:

There is no current contractual language.

Recommendation:

Effective July 1, 2023, the District shall offer as a replacement for the eliminated sick leave bank short-term and long-term benefits through the PSEA Health and Welfare Plan or another plan, if mutually acceptable to the parties. These benefits will be completely voluntary and at the expense of the employee.

ARTICLE 14, EXTRACURRICULAR ACTIVITIES, A.

Current contractual language:

The extracurricular positions and salaries are listed per Appendix C. Each position shall be eligible for an annual increase of 1% for each successive year

employee remains in the position. There will be no increase for the 2020-2021 school year.

Recommendation:

The extracurricular positions and salaries are listed per Appendix C. Each position shall be eligible for an annual increase of 1% for each successive year employee remains in the position.

APPENDIX A, SALARY SCHEDULES

Recommendation:

2022-2023

Add a new step at the beginning of the salary schedule that has salary payment cells that are \$5,000.00 per year lower than the current Step 1 on the salary schedule with the exception of the bachelor's column. The bachelor's starting salary shall start on the current Step 1 that will become Step 2. The salary schedule will be increased by 1.72% per year inclusive of step movement for the B+24 - M+60 columns. The bachelor's column shall be increased 2.5% inclusive of step.

Bargaining Unit Members on the maximum step of the salary schedule for all of the 2021-2022 school year will receive a non-reoccurring bonus of \$275.00 as a step cash payment currently recognized by PSERS as retirement-covered compensation, less legally required withholdings on or before the second pay in December 2022.

2023-2024

2% inclusive of step

2024-2025

2% inclusive of step

2025-2026

2% inclusive of step

APPENDIX B, Hourly Rates, (New - Proposed by Association)

Current contractual language:

There is no current contractual language.

Recommendation:

Effective July 1, 2022:

Tier	Activity	Rates
Non-Instructional Tier I	Curriculum related Activities	\$24/hour
	Loss of prep time	\$25.50/hour
	Hourly Extracurricular/ Intramural Supervision	\$24/hour
Non-Instructional Tier II	Instructional Driver's Education	\$32/hour
	Homebound Instruction	\$40/hour
	Summer Instruction	\$40/hour
	Planning & Delivery of Professional Development	\$40/hour

APPENDIX B

Current contractual language:

**APPENDIX B
 EXTENDED YEAR & ANNUAL STIPENDS**

Level A:

\$350 per day

Extended School Year Positions

HS Guidance Chair - maximum 20 days

MS Guidance Chair - maximum 15 days

HS Guidance Counselors - maximum 15 days

MS Guidance Counselors - maximum 10 days

Elementary Guidance Coordinator - maximum 4 days

Alternative Education/Cyber Guidance Counselor - maximum 8 days
Building Technology Coordinators - maximum 10 days

Level B1:

\$2,500 annual stipend
Department Heads - supervise 10 or more teachers, or High
School content areas requiring Keystone Exams

Level B2:

\$2,000 annual stipend
Department Heads - supervise less than 10 teachers, or High
School content areas not requiring Keystone Exams
Middle School & DAIS Subject Area Leaders
Elementary Head Teachers

Level C:

\$1,500 annual stipend
Building Technology Integrators

Level D:

\$1,000 annual stipend
Middle School Team Leaders

Recommendation:

Level A:

Per diem rate
Extended School Year Positions
HS School Counselor Chair - maximum 20 days
MS School Counselor Chair - maximum 15 days
HS School Counselors - maximum 15 days
MS School Counselors - maximum 10 days
Alternative Education / Cyber Guidance Counselor - Maximum 8 days
Lead Certified School Nurse - maximum 10 days
School Psychologist - maximum 15 days
Elementary / DAIS School Counselor Chair - maximum 10 days
DAIS School Counselors - maximum 5 days

Level B1:

\$2,750 annual stipend
Department Heads - supervise 10 or more teachers, or High
School content areas requiring Keystone Exams

Level B2:

\$2,250 annual stipend
Department Heads - supervise less than 10 teachers, or High
School content areas not requiring Keystone Exams
Middle School, DAIS, & K3 Subject Area Leaders (if a Subject Area
Leader oversees a Keystone, they are eligible for Department Head
stipend)
Elementary Head Teachers

Level B3

\$2,000 annual stipend
Head Teachers

Level C:

\$1,625 annual stipend
Building Technology Integrators

Level D:

\$1,000 annual stipend
Middle School Team Leaders
Dean of Students
\$1,250 per grades served

APPENDIX C - EXTRACURRICULAR ACTIVITIES

Recommendation:

No change to existing contract language.


APPENDIX C - Compensation For Extended Seasons

Recommendation:

If a season is extended due to participation in the playoffs or similar post-season endeavor that requires specific qualifications or invitation for such appearance, such as the counties, states or nationals. The individuals employed for Extra Duty Positions will receive \$100.00 per week for a head coach and \$50.00 per week for an assistant coach.

Aside from editorial changes regarding the updating of relevant dates and corresponding contractual language that may have been mutually agreed to by the parties, all provisions of the contract and all issues in dispute for which no recommendation for change has been made in the subject Report should remain as is.

Having conducted a Fact Finding hearing pursuant to Act 88 and Act 195, having taken testimony under oath, and having considered the evidence to better understand the respective positions of the parties, I respectfully submit this Report.



John M. Skonier
Fact Finder

Date: May 18, 2022

APPENDIX A
SALARY SCHEDULES

2022-2023

Steps								
To Max	From Start	B	B+24	M	M+15	M+30	M+45	M+60
15	0	55,608	67,711	73,916	76,888	80,077	84,128	88,722
14	1	56,036	72,711	78,916	81,888	85,077	89,128	93,722
13	2	56,465	73,237	79,443	82,414	85,603	89,653	94,248
12	3	56,747	73,762	79,968	82,941	86,130	90,179	94,775
11	4	57,029	74,289	80,494	83,466	86,656	90,706	95,300
10	5	57,311	74,815	81,021	83,993	87,183	91,232	95,826
9	6	57,311	75,342	81,547	84,519	87,708	91,758	96,353
8	7	57,311	75,867	82,073	85,045	88,234	92,284	96,879
7	8	57,311	76,393	82,599	85,571	88,761	92,810	97,405
6	9	57,311	76,920	83,125	86,097	89,287	93,337	97,931
5	10	57,311	77,754	83,959	86,932	90,121	94,171	98,765
4	11	57,311	78,588	84,794	87,766	90,956	95,005	99,600
3	12	57,311	79,422	85,628	88,600	91,790	95,840	100,434
2	13	57,311	80,257	86,463	89,434	92,624	96,674	101,268
1	14	57,311	81,091	87,297	90,268	93,458	97,508	102,102

2023-2024

Steps								
To Max	From Start	B	B+24	M	M+15	M+30	M+45	M+60
15	0	57,352	69,057	75,365	78,387	81,628	85,747	90,417
14	1	57,780	74,057	80,365	83,387	86,628	90,747	95,417
13	2	58,209	74,583	80,892	83,913	87,154	91,272	95,943
12	3	58,491	75,108	81,417	84,440	87,681	91,798	96,470
11	4	58,773	75,635	81,943	84,965	88,207	92,325	96,995
10	5	59,055	76,161	82,470	85,492	88,734	92,851	97,521
9	6	59,055	76,688	82,996	86,018	89,259	93,377	98,048
8	7	59,055	77,213	83,522	86,544	89,785	93,903	98,574
7	8	59,055	77,739	84,048	87,070	90,312	94,429	99,100
6	9	59,055	78,266	84,574	87,596	90,838	94,956	99,626
5	10	59,055	79,100	85,408	88,431	91,672	95,790	100,460
4	11	59,055	79,934	86,243	89,265	92,507	96,624	101,295
3	12	59,055	80,768	87,077	90,099	93,341	97,459	102,129
2	13	59,055	81,603	87,912	90,933	94,175	98,293	102,963
1	14	59,055	82,437	88,746	91,767	95,009	99,127	103,797

2024-2025

Steps								
To Max	From Start	B	B+24	M	M+15	M+30	M+45	M+60
15	0	59,146	70,441	76,855	79,928	83,223	87,411	92,160
14	1	59,574	75,441	81,855	84,928	88,223	92,411	97,160
13	2	60,003	75,967	82,382	85,454	88,749	92,936	97,686
12	3	60,285	76,492	82,907	85,981	89,276	93,462	98,213
11	4	60,567	77,019	83,433	86,506	89,802	93,989	98,738
10	5	60,849	77,545	83,960	87,033	90,329	94,515	99,264
9	6	60,849	78,072	84,486	87,559	90,854	95,041	99,791
8	7	60,849	78,597	85,012	88,085	91,380	95,567	100,317
7	8	60,849	79,123	85,538	88,611	91,907	96,093	100,843
6	9	60,849	79,650	86,064	89,137	92,433	96,620	101,369
5	10	60,849	80,484	86,898	89,972	93,267	97,454	102,203
4	11	60,849	81,318	87,733	90,806	94,102	98,288	103,038
3	12	60,849	82,152	88,567	91,640	94,936	99,123	103,872
2	13	60,849	82,987	89,402	92,474	95,770	99,957	104,706
1	14	60,849	83,821	90,236	93,308	96,604	100,791	105,540

2025-2026

Steps								
To Max	From Start	B	B+24	M	M+15	M+30	M+45	M+60
15	0	61,000	71,871	78,394	81,520	84,872	89,131	93,961
14	1	61,428	76,871	83,394	86,520	89,872	94,131	98,961
13	2	61,857	77,397	83,921	87,046	90,398	94,656	99,487
12	3	62,139	77,922	84,446	87,573	90,925	95,182	100,014
11	4	62,421	78,449	84,972	88,098	91,451	95,709	100,539
10	5	62,703	78,975	85,499	88,625	91,978	96,235	101,065
9	6	62,703	79,502	86,025	89,151	92,503	96,761	101,592
8	7	62,703	80,027	86,551	89,677	93,029	97,287	102,118
7	8	62,703	80,553	87,077	90,203	93,556	97,813	102,644
6	9	62,703	81,080	87,603	90,729	94,082	98,340	103,170
5	10	62,703	81,914	88,437	91,564	94,916	99,174	104,004
4	11	62,703	82,748	89,272	92,398	95,751	100,008	104,839
3	12	62,703	83,582	90,106	93,232	96,585	100,843	105,673
2	13	62,703	84,417	90,941	94,066	97,419	101,677	106,507
1	14	62,703	85,251	91,775	94,900	98,253	102,511	107,341