

Memorandum of Understanding

WHEREAS, the Coatesville Area (“School District”) and the Coatesville Area Teachers Association (“Association”) were parties to a collective bargaining agreement that expired on August 28, 2016; and

WHEREAS, Mr. Ralph Colflesh issued a fact-finder’s report on Monday, April 3, 2017, in accordance with Act 88; and

WHEREAS, the parties disagree as to the meaning of some of the recommendations made by the fact-finder; and

WHEREAS, the parties would like to resolve any disputes as to meaning of the recommendations made by the fact-finder before voting whether to accept the fact-finder’s report; and

WHEREAS, the parties agree that if both parties accept the fact-finder’s report, the terms and conditions shall govern the meaning of said recommendations;

NOW, THEREFORE, in consideration of the foregoing premises and intending to be legally bound hereby, the School District and the Association agree as follows:

1. Tentative Agreements. All tentative agreements that have been signed and/or initialed by the parties shall be part of the new collective bargaining agreement.
2. Health Care. Regarding recommendation #3, the phrase “a newly implemented PC 20/30/70 prescription benefit” shall be deemed to mean:
 - a. a health care plan of benefits known as PC20/30/70 as that plan of benefits is described on the exhibit attached hereto as Exhibit 1, but with deductibles for single coverage of \$500 for both in-network and out-of-network and \$1,000 for multi-party coverage for both in-network and out-of-network; and
 - b. a prescription plan that is the same as an existing prescription plan with deductibles of \$250 and \$750 separate and apart from the above health care deductible and co-pays of 20% of the cost of the prescription once the prescription deductible is met.
3. Control of the School Day. Regarding recommendation #5, the School District’s proposal shall not be interpreted inconsistently with the following:
 - a. The length of the work day shall not be increased;
 - b. The School District can increase the amount of instructional time in the work day;
 - c. As a duty, the School District can have a teacher assist in another class, provided there is no grading of papers and no lesson plans; but the assistance can involve such things as working in small groups with students and other instructional activities;

- d. As a duty, teachers may be required to work with students in the morning as a “soft-landing/homeroom” setting, provided no lesson plans are required, no grading of assignments; but the time is to be used constructively with and for the benefit of students;
 - e. When teacher is required to cover another class, the only times that the teacher will get coverage pay is if the coverage is during the teacher’s planning time or lunch time; and
 - f. Duty may include recess duty.
4. Except as clarified by this Memorandum of Understanding, the fact-finder’s report means what it says.
 5. Acceptance of the fact-finder’s report shall be deemed to include the clarifications contained in this Memorandum of Understanding.
 6. The parties’ agreements in this matter and to the terms hereof shall not set a precedent, be construed as a practice or course of dealing of the School District or be used in any manner in an attempt to expand the rights of any School District employee, it being understood that the decision of the School District in this matter is based upon the unique and particular facts of this matter.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals on the dates stated:

COATESVILLE AREA SCHOOL DISTRICT

COATESVILLE AREA TEACHERS
ASSOCIATION

By: _____

By: _____

Date: _____

Date: _____